



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

**Regular Meeting**  
**October 3, 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 September 19, 2022 Regular Meeting.
  - b) Council to approve the minutes of the September 27, 2022 Special Meeting.
  - c) Council to approve the appointment of Kendall Palu to the Planning Commission for a three-year term.
  - d) Council to set a public hearing for October 17, 2022 at 6:00 p.m. to receive a report from the LB840 Citizen Review Committee.
  - e) Council to consider and take action on claims of the City.
10. **Public Hearings:**

- a) Council to conduct a public hearing set for this date at 6:00 p.m. to consider the One- and Six-Year Street Improvement Plan.
  - b) Council to conduct a public hearing set for this date at 6:00 p.m. to consider the Rezone of Lots 1-2 & 5-9 of Block 3, Lots 1-3 of Block 6, Lots 1-7 of Block 7, and Tract C, Hilltop Estates Subdivision.
  - c) Council to conduct a public hearing set for this date at 6:00 p.m. to consider proposed Ordinance Text Changes to Chapter 25 Article 19, Article 12, Article 15 and Article 3 regarding the Floodplain Overlay Zone.
11. **Resolution & Ordinances:**
- a) Council to approve the Resolution authorizing the signing of the Annual Certification of Program Compliance to Nebraska Board of Public Roads Classifications and Standards 2022 and authorize the Mayor to sign the Resolution.
  - b) Council to consider action on the first reading of the Ordinance regarding the Rezone of Lots 1-2 & 5-9 of Block 3, Lots 1-3 of Block 6, Lots 1-7 of Block 7, and Tract C Hilltop Estates Subdivision.
  - c) Council to consider action on the first reading of the Ordinance to approve the proposed Ordinance Text Changes to Chapter 25 Article 19, Article 12, Article 15 and Article 3 regarding the Floodplain Overlay Zone.
  - d) Council to consider action on the first reading of the Ordinance establishing the residency requirements for Fire Department employees.
12. **Bids & Awards:**
- a) Council to discuss and consider action on awarding the bid for the City Hall HVAC replacement to Big Mack HVAC in the amount of \$67,978.00
  - b) Council to discuss and consider action on awarding the bid for the 18th Street Plaza Improvement Project to Mark Chrisman Trucking, Inc. in the amount of \$482,921.10.
13. **Petitions, Communications, Public Input:**
- a) Council to discuss and consider action on a Community Festival Permit for the Downtown Scottsbluff Association's Very Merry Christmas Market Event on December 3, 2022 from 12:00 -5:00 p.m. to include vendors, noise permit and street closure of the 1600-1800 Blocks of Broadway.
14. **Reports from Staff, Boards & Commissions:**
- a) Council to discuss and consider action on the Memorandum of Understanding (MOU) between the City of Scottsbluff, West Nebraska Arts Center and the Oregon Trail Community Foundation and authorize the Mayor to sign the MOU.
  - b) Council to discuss and consider action on the Agreement between the City of Scottsbluff and Twin Cities Baseball, Inc. and authorize the Mayor to sign the Agreement.
  - c) Council to discuss and consider action on the Support Agreement between the City of Scottsbluff and the Gering Multipurpose Senior Center and authorize the Mayor to sign the Agreement.

- d) Council to discuss and consider action following interviews with City Manager candidates.
- 15. **Council reports** (informational only): This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.
- 16. **Adjournment.**

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 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 Council**



# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Youth Cou 1**

**(informational only):**

**Staff Contact:**

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 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, October 3, 2022**

**Regular Meeting**

## **Item Consent1**

**Council to approve the minutes of the September 19, 2022 Regular Meeting.**

**Staff Contact: City Council**

The Scottsbluff City Council met in a regular meeting on September 19, 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 September 16, 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 station NBC Nebraska, and the Star Herald. The notice was also available on the city's website on September 15, 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 Scanlan, seconded by Council Member Lerma,

- a) The minutes of the September 6, 2022 Regular Meeting be approved,
- b) A public hearing be set for October 3, 2022 at 6:00 p.m. to consider the One-and Six-Year Street Improvement Plan,
- c) A public hearing be set for October 3, 2022 at 6:00 p.m. to consider the Rezone of Lots 1-2 & 5-9 of Block 3, Lots 1-3 of Block 6, Lots 1-7 of Block 7, and Tract C, Hilltop Estates Subdivision,
- d) A public hearing be set for October 3, 2022 at 6:00 p.m. to consider proposed Ordinance Text Changes to Chapter 25 Article 19, Article 12, Article 15 and Article 3 regarding the Floodplain Overlay Zone,
- e) A public hearing be set for October 3, 2022 at 6:00 p.m. to consider a Vacation Plat of Lots 1, 2, 3 and Part of Lot 1A, Block 10 Imperial Subdivision,
- f) Board and Commission appointments be reviewed and approved,
- g) A receipt of claim from Andrea Lohr, 220536 Sandberg Rd., Gering, NE be acknowledged. No action will be taken and the claim will be withdrawn for further investigation.
- h) The claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated September 19, 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

21st CENTURY WATER TECHNOLOGIES, LLC,GROUND MAINT PARK,625.96;3M COMPANY,THERMOPLASTIC PAVEMENT TAPE,786.44;ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHMENT,292.25;ACTION COMMUNICATIONS INC.,RADIO

BATTERIESIX,1290.42;ADVANCEAUTOPARTS,EQUIPMENTMAINTENANCEREC,445.51;ADVANCED CUTTING SYSTEMS, INC,2 ROLLS BLACK TAPE,1105.49;AE SERVICES, LLC,ELECTRIC PARKS,286.85; AUTOZONE STORES, INC,ANTIFREEZE - RESCUE 1,60.54; B&C STEEL CORPORATION,DEPT SUPP CEM,30.23;BLUFFS FACILITY SOLUTIONS,DEPT/JANIT SUPPL-PD,1183.73; CAPITAL BUSINESS SYSTEMS INC.,PRINTER/COPIER SERVICE,27.08; CELCO PARTNERSHIP,IPADS, TABLETS, CELL PHONES, GRIDSMART,1152.76; CITY OF GERING,DISPOSAL FEES-SAN,47002.49; CLARK PRINTING LLC,DEP. SUP.,45; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,INSURANCE,22.75;COMPUTER CONNECTION INC,CONTRACTUAL-PD,44; CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF-PD,136.35; CONTRACTORS MATERIALS INC.,42" DELINEATOR POSTS W/BASE,2864.01; CORE & MAIN LP,METERS,4810.7; CREDIT BUREAU OF COUNCIL BLUFFS,FEE - AUGUST 2022,50; CRESCENT ELECT. SUPPLY COMP INC,FLUOR BULBS,160.79; CROELL INC,CONCRETE FOR STREET REPAIR,6285.85;DIRT STIX NURSERY,KENO,412.8;DYKES OIL INC,VEHICLE MAINT,54.37; EAKES INC,DEP. SUP.,516.3;ESSENTIAL FUEL LLC STORE #003,VEH MAINT-PD,472; FAT BOYS TIRE AND AUTO,NEW TIRES FOR PICKUP,1497.34;FEDERAL EXPRESS CORPORATION,POSTAGE,501.54; FINDAWAY WORLD LLC,COLL.,2757.51; FLOYD'S TRUCK CENTER SCOTTSBLUFF,VEHICLE MAINTENANCE-SAN,8837.66;FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,1335; GALLS INC,UNIFORMS-PD,449.24;GENERAL TRAFFIC CONTROLS, INC,TRAFFIC SIGNAL CABINETS,45452;GRAYTELEVISIONGROUPINC,NBCNEBRASKATVPSAS,2084.33;REENINGENTERPRISESINC.,FOURSETSOFTURNOUTS,11938.64;HAWKINS,INC.,CHEMICALS,9693;HENNINGSONS CONSTRUCTION, INC.,HILLTOP ESTATES STORM SEWER OVERFLOW,2485;HONEY WAGON EXPRESS,CONTRACTUAL PARK,675; HQ COMPOST HOLDINGS LLC,DEPT SUP,8900; HULLINGER GLASS & LOCKS INC.,DEPT SUPP PARK,97; IDEAL LAUNDRY AND CLEANERS, INC.,DEPARTMENT SUPPLIES-SAN,447.22; INDEPENDENT PLUMBING AND HEATING, INC,GROUNDMAINTPARK,70.55;INFINITYCONSTRUCTION,INC.,FACILITYREPAIR,18040;INGRAMLIBRARYSERVICESINC,COLL.,1408.92;INTERNALREVENUESERVICE,WITHHOLDINGS, 71917.46;INTERNATIONAL ASSOC OF ARSON INVESTIGATORS,52ND ANNUAL NEBRASKA ARSON CONFERENCE - SCHINGLE,600; INTRALINKS, INC,CONTR.SERV. - AUGUST 2022,8947.49; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL SVC,171.85; JARED WHITING,FACADE GRANT,4242.85;JOE MCVEY,CONTRACTUAL PARK,1351.44; KNOW HOW LLC,DEPARTMENT SUPPLIES-SAN,2451.82; LEAGUE ASSOCIATION OF RISK MANAGEMENT,ENDORS#28 - TRANSP. 2023 JD LOADER,64.03; LEE BHM CORP,LEGAL PUBLISHING,4922.19;LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100; L-TRON CORPORATION,EQUIP MAINT-PD,82.94; MACQUEEN EQUIPMENT INC,EQUIP MAINT,68.86;MANLEY TYREL,EQUIP MAINT,350; MARV ROGERS,REFUND - SATURDAY SERVICE CHARGE,500;MATHESON TRI-GAS INC,RENT - MACHINES,66.18; MENARDS, INC,SUPP - STRAPS, CHALK REEL, STAPLES, PANELS,586.97; MIDWEST CONNECT, LLC,UB PROCESSING - AUGUST 2022,2698.35; MUNIMETRIX SYSTEMS CORP,IMAGESILO - AUGUST 2022,39.99;NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1569.1; NE DEPT OF ENVIRONMENTAL QUALITY,LICENSE/PERMITS,2100; NE DEPT OF REVENUE,WITHHOLDINGS,24843.99;NEBRASKA INTERACTIVE, LLC,SUBSCRIPTION FEE,100; NEBRASKA MACHINERY CO,CUTTING EDGES,1661; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,43959.84;NEBRASKALANDTIRE,INC,VEHICLEMAINT,423;NETWORKFLEET, INC,GPS SERVICE FOR TRANS.,340.61; NORTHWEST PIPE FITTINGS, INC. OF

SCOTTSBLUFF,GALVANIZED FITTINGS - BRUSH 1,115.48; ONE CALL CONCEPTS, INC,CONTRACTUAL,259.86; PAGE MY CELL LLC,PAGING OVER CELLULAR PHONES,600; PAIGE'S POSIES,BID - PARKING LOT GARDEN MAINTENANCE,5475; PANHANDLE COOPERATIVE ASSOCIATION,FUEL,4699.28; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,75; PANHANDLE PUBLIC HEALTH DISTRICT,CDBG 20HO31041 #1,16000; PLAKA & ASSOCIATES INC,ECON.DEV. STRATEGIC PLAN (FINAL) ,7487.5; PLATTE VALLEY BANK, HEALTH SAVINGS ACCT, 9541.74; POWERPLAN, NEW WHEEL LOADER,154700;QUINTANA KATHLEEN,PER DIEM ARSON CONFERENCE,144; REAMS SPRINKLER SUPPLY CO.,GROUND MAINT PARK,1290.41; REGIONAL CARE INC,CLAIMS,10779.25; REGISTER OF DEEDS,LEGAL,50; REZPLOT SYSTEM LLC,CONTRACTUAL PARK,280.5; S M E C,EMPLOYEE DEDUCTION,159; SANDBERG IMPLEMENT, INC,FILTER & BELTS FOR GRINDLZR & PLATE COMPACTOR,79.3;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,260;SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,405.73;SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,178; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,936; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL,12338.29; SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,7611.21; SNELL SERVICES INC.,EQUIP. MAIN.,1830;SOUNDSLEEPER SECURITY INC.,MAINTENANCE SERVICE FOR SECURITY SYSTEM,414.95;STANDS STEVE,RE-IMBURSEMENT FOR CDL,60;SUBWAY 6906,RECRUITMENT,55.8;SUHOR INDUSTRIES, INC.,DEPT SUPP CEM,220; TEXAS PNEUDRAULIC INC,VEHICLE MAINTENANCE-SAN,106.75; THE PEAVEY CORP,INVEST SUPPL-PD,82.11;TRAFFIC PARTS, INC,RED, AMBER, GREEN LED'S FOR TRAFFIC SIGNALS,2725.05; U AND U TRUCKING LLC,CCONTRACTUAL SERVICES-SAN,1102; UNION BANK & TRUST,RETIREMENT,43810.65;WESTERN COOPERATIVE COMPANY,GROUND MAINT PARK,9820.5; WESTERN COOPERATIVE COMPANY,DEPT SUPP PARK,635.25; WESTERN PATHOLOGY CONSULTANTS, INC,DOT TESTING - AUGUST 2022,166; WEX BANK,DIESEL/UNLEADED FUEL-SAN,35263.92;WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08;

Interim City Manager Spencer presented the August 2022 Financial Report to Council. Mr. Spencer stated this is the 11<sup>th</sup> month in the fiscal year; departments should have 8.33% left in budgets. He explained there are delayed capital improvement projects, but anticipates that changing soon. He also informed Council the City has received the second installment of ARPA funding amounting to \$2.8M.

Council Member Scanlan moved, seconded by Council Member Lerma to approve the August 2022 Financial Report, "YEAS," Green, Lerma, Scanlan, McKerrigan, and Colwell. "NAYS," None. Absent: None

Mayor McKerrigan opened the public hearing at 6:05 p.m. to discuss and consider acquisition of property located at 904 West 27<sup>th</sup> Street, Scottsbluff, NE.

Mr. Spencer explained this property is at the SW corner of 27<sup>th</sup> and Ave I. He added our signal cabinet sits on the corner and we own a quarter of the property. Regarding plans on what to do with the property, discussions have been had of implementing green space for the Pathway as well as a bicycle repair station for that area. The negotiated price is \$36,000 and staff is recommending approval of the purchase.

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

Council Member Green made a motion, seconded by Council Member Scanlan to approve Resolution No. 22-09-02 authorizing the purchase and acquisition of real estate and authorizing Interim City Manager Spencer to sign closing document for the purchase of property located at 904 West 27<sup>th</sup> Street, "YEAS," Scanlan, McKerrigan, Lerma, Colwell, and Green. "NAYS," None. Absent: None.

**RESOLUTION 22-09-02**

**WHEREAS,** The City of Scottsbluff, Nebraska ("City") has conducted a Public Hearing, following proper notice, to discuss and consider acquiring real property, by purchase, within the City.

**WHEREAS,** public input was received and the City Council of the City now, by majority vote, resolves as follows:

**NOW, THEREFORE BE IT RESOLVED:**

1. The City Council ratifies and approves the Real Estate Purchase Agreement dated August 22, 2022.
2. Pursuant to the Real Estate Purchase Agreement, the City is authorized to acquire by Warranty Deed the following described real property:

Lot 1, Block 1, Plat of Burlington Northern Subdivision of Blocks One, Two, Three, Four, Five and Six, a Subdivision of the City of Scottsbluff, situated in part of the NE¼ of Section 22, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska.

3. Kevin Spencer, as Interim City Manager of the City, is authorized to execute and accept any and all documents deemed necessary or required in connection with the acquisition which are in the best interests of the City, to complete the acquisition.

Dated: September 19, 2022.

---

Jeanne McKerrigan, Mayor

ATTEST:

---

Kimberley Wright, City Clerk

Council introduced the Ordinance regarding a Text Change in Chapter 4, Article 1 concerning the International Building and Residential Codes and was read by title on third reading: **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.**

Council Member Colwell moved, seconded by Council Member Lerma to adopt Ordinance No. 4285 regarding a Text Change in Chapter 4, Article 1 concerning the International Building and Residential Codes, “YEAS, Lerma, Colwell, McKerrigan, Green, and Scanlan. “NAYS,” None. Absent: None.

Council introduced the Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2022-2023 and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.**

Council introduced the Ordinance allowing for exceeding the allowable growth and basic allowable growth limits for the 2022-2023 FY by one percent of budgeted restricted funds and correcting the adopted budget statement and accompanying forms and was read by title on second reading: **AN ORDINANCE ALLOWING FOR EXCEEDING THE ALLOWABLE GROWTH AND BASIC ALLOWABLE GROWTH LIMITS FOR THE 2022-2023 FISCAL YEAR BY ONE PERCENT OF BUDGETED RESTRICTED FUNDS, AND CORRECTING THE ADOPTED BUDGET STATEMENT AND ACCOMPANYING FORMS.**

Council introduced the Ordinance updating utility user fees, including water and sewer fees, solid waste collection and surcharge for stormwater and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT SECTIONS 6-6-23, 6-6-24, 6-6-26, 6-6-26.1, AND 6-6-27; AMENDING AND CHANGING SEWER USER FEES INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS AT SECTIONS 6-6-19, 6-6-20, 6-6-22, AMENDING AND CHANGING THE WATER SERVICE FEES AT SECTION 6-6-28 ALL IN CHAPTER 6 ARTICLE 6 OF THE MUNICIPAL CODE, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Mr. Spencer presented the bid for hail damage repair at the Library, Cemetery and Misc. Facilities. He explained there was only one bid received by Twin City Roofing & Sheet Metal, Inc. in the amount of \$111,110.55. He also noted this is the last bid package for the hail storm of 2019, giving credit to Dave Schaff and his staff for the work they did putting the packages together. Staff is recommending approval of the final bid package to Twin City Roofing & Sheet Metal, LLC.

Council Member Colwell moved, seconded by Council Member Lerma to approve awarding the



bid for hail damage repair to the Library, Cemetery and Misc. Facilities to Twin City Roofing & Sheet Metal, Inc., in the amount of \$111,110.55, “YEAS,” McKerrigan, Green, Colwell, Scanlan, and Lerma. “NAYS,” None. Absent: None.

Regarding the bid for the Sewer Main Lining Project at the Wastewater Treatment Plant, Mr. Spencer explained there were two bids received for the lining of the sewer line that has now broken twice. Staff is recommending awarding the bid to Hydro-Klean, LLC in the amount of \$243,841.50, which was the lower bid received of the two.

Council Member Green made a motion, seconded by Council Member Scanlan to approve awarding the bid for the Sewer Main Lining Project at the Wastewater Treatment Plant to Hydro-Klean, LLC in the amount of \$243,841.50, “YEAS,” Colwell, Scanlan, Green, Lerma, and McKerrigan. “NAYS,” None. Absent: None.

Mr. Spencer approached Council regarding the renewal of Lease Agreements with Telecom West, Inc. for their wireless antenna systems on the Airport and Cemetery Water Towers. Mr. Spencer explained staff did checking to make sure we were competitive in pricing; the lease is for three years and approval is recommended. As far as terms in the Agreement, we are still using the internet at the Cemetery which amounts to \$75.00/ month, so the lease is \$150.00/month at that location and \$225.00 at the airport.

Council Member Scanlan moved, seconded by Council Member Lerma to approve the renewal of Lease Agreements with Telecom West, Inc. for their wireless antenna systems on the Airport and Cemetery Water Towers, “YEAS,” Green, Lerma, Scanlan, McKerrigan, and Colwell. “NAYS,” None. Absent: None.

Mayor McKerrigan started discussion on whether to interview any applicants for the City Manager position and if a Special Meeting should be scheduled to do so. She explained she added this to the agenda after each Council Member came in and met with Human Resources Director Cami Kite to review applications. She then stated there were three candidates that stood out and she would like Council’s thoughts on how they wish to proceed.

Council Member Colwell asked if the interviews would be in person or online. Mayor McKerrigan answered they are proposing to have them done by Zoom and added September 30<sup>th</sup> worked for the majority between the hours of 10:00 a.m. to 3:00 p.m. She also stated one Council Member would be traveling and would like to Zoom in as well. Legal Counsel Hadenfeldt explained that member could certainly listen, but not participate. Mayor McKerrigan then brought Human Resources Director Cami Kite forward to announce the top three candidates for City Manager.

Ms. Kite approached Council and stated the candidates in alphabetical order, Mr. Shawn Metcalf, Mr. Matthew Schmitz, and Mr. Kevin Spencer.

Council Member Colwell asked, if the three applicants are interviewed, are they then narrowed down to two and the public be able to meet them? Mayor McKerrigan answered yes, and at that time they would be asked to come in person.

Council Member Scanlan moved, seconded by Council Member Lerma to move forward with the interviews of the top three individuals on September 30<sup>th</sup> between 10:00 a.m. and 3:00 p.m., “YEAS,” Scanlan, McKerrigan, Lerma, Colwell, and Green. “NAYS,” None. Absent: None.

Under Council Reports, Council Member Colwell stated he attended the League of Nebraska Municipality meetings. He mentioned the City of Scottsbluff was the showcase City for the LB840 Committee presentation. He also stated there were updates on LB644 and good reminders from the audit presentation to review bank financials. Mayor McKerrigan added the State of the Valley is Wednesday, September 21<sup>st</sup>. City Clerk Wright reminded Council of the Special Meeting on Tuesday, September 27<sup>th</sup> at 6:00 p.m.

Council Member Scanlan moved, seconded by Council Member Lerma to adjourn the meeting at 6:26 p.m., “YEAS,” Lerma, Colwell, McKerrigan, Green, and Scanlan. “NAYS,” None. Absent; None.

---

Mayor

Attest:

---

City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Consent2**

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

**Staff Contact: City Council**

The Scottsbluff City Council met in a Special Meeting on Tuesday, September 27, 2022 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. The meeting was requested by a written call therefor by Interim City Manager Kevin Spencer to conduct the third readings of the budget, restricted funds authority and utility Ordinances, along with the Resolution setting the tax request. A notice of the meeting had been published on September 23, 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 and proposed budget statement, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, television station KDUH, and the Star Herald. The notice was also available on the City's website on September 23, 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, Angela Scanlan and Selina Lerma. Absent: Nathan Green. Also present were Interim City Manager Kevin Spencer, City Attorney Kent Hadenfeldt, and Finance Director, Liz Loutzenhiser. 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.

Council introduced the Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2022-2023 and was read by title on third reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.**

Council Member Scanlan moved, seconded by Council Member Lerma to adopt Ordinance No. 4286 approving the budget statement to be termed the annual appropriation bill for FY 2022-2023, "YEAS," Colwell, Scanlan, Lerma, and McKerrigan. "NAYS," None. Absent: Green.

Council introduced the Ordinance allowing for exceeding the allowable growth and basic allowable growth limits for the 2022-2023 FY by one percent of budgeted restricted funds and correcting the adopted budget statement and accompanying forms and was read by title on third reading: **AN ORDINANCE ALLOWING FOR EXCEEDING THE ALLOWABLE GROWTH AND BASIC ALLOWABLE GROWTH LIMITS FOR THE 2022-2023 FISCAL YEAR BY ONE PERCENT OF BUDGETED RESTRICTED FUNDS, AND CORRECTING THE ADOPTED BUDGET STATEMENT AND ACCOMPANYING FORMS.**

Council Member Lerma made a motion, seconded by Council Member Scanlan to adopt Ordinance No. 4287 allowing for exceeding the allowable growth and basic allowable growth limits for the 2022-2023 fiscal year by one percent of budgeted restricted funds, and correcting the adopted budget statement and accompanying forms, "YEAS," Lerma, Scanlan, McKerrigan, and Colwell. "NAYS," None. Absent: Green.

Council introduced the Ordinance updating utility user fees, including water and sewer fees, solid waste collection and surcharge for stormwater and was read by title on third reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT SECTIONS 6-6-23, 6-6-24, 6-6-26, 6-6-26.1, 6-6-27; AMENDING AND CHANGING SEWER USER FEES INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS AT SECTIONS 6-6-19, 6-6-20, 6-6-22, AMENDING AND CHANGING THE WATER SERVICE FEES AT SECTION 6-6-28 ALL IN CHAPTER 6 ARTICLE 6 OF THE MUNICIPAL CODE REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council Member Colwell moved, seconded by Council Member Lerma to adopt Ordinance No. 4288 updating utility user fees, including water and sewer fees, solid waste collection and surcharge for stormwater, "YEAS," Scanlan, McKerrigan, Lerma, and Colwell. "NAYS," None. Absent: Green.

Council Member Scanlan made a motion, seconded by Council Member Lerma to approve Resolution No. 22-09-03 authorizing the final tax request for the 2022-2023 year at a different amount than the prior year and authorizing the Mayor to sign the Resolution, "YEAS," Lerma, Colwell, McKerrigan and Scanlan, "NAYS," None. Absent: Green.

#### RESOLUTION NO. 22-09-03

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of the City of Scottsbluff passes by a majority vote a resolution or ordinance setting the tax request: and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City of Scottsbluff, resolves that:

1. The 2022-2023 property tax request for non-bond purposes be set at \$2,174,574.08.
2. The 2022-2023 property tax request for bond purposes be set at \$0.00
3. The total assessed value of property differs from last year's total assessed value by 4.92%.
4. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$.205862 per \$100 of assessed value.
5. The City of Scottsbluff proposes to adopt a property tax request that will cause its tax rate to be \$.2160 per \$100 of assessed value.
6. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Scottsbluff will be more than last year's by 3.53%.

7. The 2022-2023 property tax request for the City of Scottsbluff Off Street Parking District be set at \$54,100.00.
8. The total assessed value of property differs from last year's total assessed value by .5906%.
9. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$.159062 per \$100 of assessed value.
10. The City of Scottsbluff proposes to adopt a property tax request that will cause its tax rate to be \$.160001 per \$100 of assessed value.
11. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Scottsbluff will be more than last year's by .8602%.
12. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2022.

PASSED AND APPROVED this 27th day of September, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (seal)

Council Member Colwell moved to adjourn the meeting at 6:0-5 p.m. The motion was seconded by Council Member Lerma, "YEAS," McKerrigan, Colwell, Scanlan, and Lerma. "NAYS," None. Absent: Green.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk "SEAL"

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Consent3**

**Council to approve the appointment of Kendall Palu to the Planning Commission for a three-year term.**

**Staff Contact: Zachary Glaubius, Planning Administrator**

## Agenda Statement

Item No.

For Meeting of: 10-3-2022

**AGENDA TITLE:** City Council to approve the Interim City Manager's appointment of Kendall Palu to the Planning Commission.

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

**PRESENTATION BY:** Zachary Glaubius, Planning Administrator

**SUMMARY EXPLANATION:** Kendall Palu applied for one of the vacant seats on the Planning Commission. Mr. Palu is the general manager of the Scotts Bluff Country Club and resides within City of Scottsbluff corporate limits. Mr. Palu wants to gain valuable knowledge of city operations and contribute to the future of Scottsbluff residents.

**BOARD/COMMISSION/STAFF RECOMMENDATION:** Staff recommends approval.

**Does this item require the expenditure of funds?**

\_\_\_\_\_yes \_\_\_\_\_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) \_\_\_\_\_

**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**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Consent4**

**Council to set a public hearing for October 17, 2022 at 6:00 p.m. to receive a report from the LB840 Citizen Review Committee.**

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

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Consent5**

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

**Staff Contact: City Council**



## Expense Approval Report

By Vendor Name

Post Dates 9/30/2022 - 10/3/2022

| Vendor Name  | Payable Number           | Post Date  | Description (Item)                | Account Number | Amount           |
|--|--------------------------|------------|-----------------------------------|----------------|------------------|
| <b>Vendor: 00743 - 3M COMPANY</b>                                  |                          |            |                                   |                |                  |
| 3M COMPANY   | 9418758939               | 09/30/2022 | ADHESIVE                          | 212-52171-212  | 326.28           |
| <b>Vendor 00743 - 3M COMPANY Total:</b>                            |                          |            |                                   |                | <b>326.28</b>    |
| <b>Vendor: 10197 - 3R TECHNOLOGY SOLUTIONS INC</b>                 |                          |            |                                   |                |                  |
| 3R TECHNOLOGY SOLUTIONS I...                                       | 16267                    | 09/30/2022 | E-Waste Recycling                 | 621-53193-621  | 1,283.30         |
| <b>Vendor 10197 - 3R TECHNOLOGY SOLUTIONS INC Total:</b>           |                          |            |                                   |                | <b>1,283.30</b>  |
| <b>Vendor: 09702 - AC ELECTRIC MOTOR SERVICE</b>                   |                          |            |                                   |                |                  |
| AC ELECTRIC MOTOR SERVICE  | 7041                     | 09/30/2022 | NEW MOTOR FOR FINE SCREEN...      | 631-53441-631  | 1,292.87         |
| <b>Vendor 09702 - AC ELECTRIC MOTOR SERVICE Total:</b>             |                          |            |                                   |                | <b>1,292.87</b>  |
| <b>Vendor: 06068 - AHLERS BAKING INC</b>                           |                          |            |                                   |                |                  |
| AHLERS BAKING INC  | 262899                   | 09/30/2022 | NNO-BAG STUFFING                  | 111-52111-142  | 55.96            |
| <b>Vendor 06068 - AHLERS BAKING INC Total:</b>                     |                          |            |                                   |                | <b>55.96</b>     |
| <b>Vendor: 09373 - AIR EVAC EMS, INC</b>                           |                          |            |                                   |                |                  |
| AIR EVAC EMS, INC  | 7445-07262022            | 10/03/2022 | MEMBERSHIP - AIR MED CARE         | 812-53111-112  | 9,180.00         |
| <b>Vendor 09373 - AIR EVAC EMS, INC Total:</b>                     |                          |            |                                   |                | <b>9,180.00</b>  |
| <b>Vendor: 10212 - AKAJRV 314, LLC</b>                             |                          |            |                                   |                |                  |
| AKAJRV 314, LLC  | TIF AULICK REDEV 9-30-22 | 09/30/2022 | TIF - AULICK REDEV 9/30/22        | 321-57222-111  | 23,857.34        |
| <b>Vendor 10212 - AKAJRV 314, LLC Total:</b>                       |                          |            |                                   |                | <b>23,857.34</b> |
| <b>Vendor: 03711 - AMAZON.COM HEADQUARTERS</b>                     |                          |            |                                   |                |                  |
| AMAZON.COM HEADQUARTERS  | 945575454533             | 09/30/2022 | SCHOOL & CONF HR                  | 111-53711-112  | 108.38           |
| AMAZON.COM HEADQUARTERS  | 998746784364             | 09/30/2022 | 2 - FUJITSU SCANNERS (BURBA...    | 111-52111-111  | 769.98           |
| AMAZON.COM HEADQUARTERS  | 113-6068232-2414623      | 09/30/2022 | DEPT SUPP ADM ICE MAKER           | 111-52111-111  | 108.99           |
| AMAZON.COM HEADQUARTERS  | INV0010552               | 09/30/2022 | Dept. Supplies                    | 111-52111-151  | 38.97            |
| AMAZON.COM HEADQUARTERS  | INV0010552               | 09/30/2022 | Collections                       | 111-52222-151  | 575.09           |
| AMAZON.COM HEADQUARTERS  | INV0010552               | 09/30/2022 | Programming                       | 111-52223-151  | 59.69            |
| AMAZON.COM HEADQUARTERS  | INV0010552               | 09/30/2022 | Equipment Maintenance             | 111-53441-151  | 1,058.63         |
| AMAZON.COM HEADQUARTERS  | INV0010552               | 09/30/2022 | School & Conference               | 111-53711-151  | 55.00            |
| <b>Vendor 03711 - AMAZON.COM HEADQUARTERS Total:</b>               |                          |            |                                   |                | <b>2,774.73</b>  |
| <b>Vendor: 10169 - AMERICAN LEGAL PUBLISHING CORPORATION</b>       |                          |            |                                   |                |                  |
| AMERICAN LEGAL PUBLISHING ...                                      | 17884                    | 09/30/2022 | 2022 S-1 SUPPLEMENT PAGES         | 111-53111-121  | 156.00           |
| <b>Vendor 10169 - AMERICAN LEGAL PUBLISHING CORPORATION Total:</b> |                          |            |                                   |                | <b>156.00</b>    |
| <b>Vendor: 00295 - B &amp; H INVESTMENTS, INC</b>                  |                          |            |                                   |                |                  |
| B & H INVESTMENTS, INC   | 186138                   | 09/30/2022 | Water Bottle x 6 and delivery fee | 621-52111-621  | 59.00            |
| B & H INVESTMENTS, INC   | 800185927                | 09/30/2022 | Salt Delivery & Delivery Fee      | 621-52111-621  | 17.50            |
| B & H INVESTMENTS, INC   | INV0010554               | 09/30/2022 | Salt Unit Rental & Finace Charge  | 621-53111-621  | 23.26            |
| <b>Vendor 00295 - B &amp; H INVESTMENTS, INC Total:</b>            |                          |            |                                   |                | <b>99.76</b>     |
| <b>Vendor: 00538 - BARCO MUNICIPAL PRODUCTS INC</b>                |                          |            |                                   |                |                  |
| BARCO MUNICIPAL PRODUCTS ...                                       | IN-244577                | 09/30/2022 | SIGN BLANKS, FACINGS, ROLL ...    | 212-52111-212  | 7,627.75         |
| BARCO MUNICIPAL PRODUCTS ...                                       | IN-244606                | 09/30/2022 | HAND PUMP FOR METER PITS          | 641-52111-641  | 524.29           |
| <b>Vendor 00538 - BARCO MUNICIPAL PRODUCTS INC Total:</b>          |                          |            |                                   |                | <b>8,152.04</b>  |
| <b>Vendor: 08787 - BEEHIVE INDUSTRIES,LLC</b>                      |                          |            |                                   |                |                  |
| BEEHIVE INDUSTRIES,LLC   | 2535                     | 10/03/2022 | AGENDA MANAGEMENT RENE...         | 111-53111-115  | 1,400.00         |
| BEEHIVE INDUSTRIES,LLC   | 2535                     | 10/03/2022 | AGENDA MANAGEMENT RENE...         | 111-53111-121  | 700.00           |
| BEEHIVE INDUSTRIES,LLC   | 2535                     | 10/03/2022 | AGENDA MANAGEMENT RENE...         | 224-53111-113  | 700.00           |
| <b>Vendor 08787 - BEEHIVE INDUSTRIES,LLC Total:</b>                |                          |            |                                   |                | <b>2,800.00</b>  |
| <b>Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC</b>            |                          |            |                                   |                |                  |
| BLACK HILLS GAS DISTRIBUTION...                                    | INV0010539               | 09/30/2022 | CITY HALL                         | 111-53521-111  | 40.65            |
| BLACK HILLS GAS DISTRIBUTION...                                    | INV0010539               | 09/30/2022 | PS Building                       | 111-53521-141  | 37.12            |
| BLACK HILLS GAS DISTRIBUTION...                                    | INV0010539               | 09/30/2022 | PD                                | 111-53521-142  | 35.02            |
| BLACK HILLS GAS DISTRIBUTION...                                    | INV0010539               | 09/30/2022 | PS Building                       | 111-53521-142  | 37.13            |
| BLACK HILLS GAS DISTRIBUTION...                                    | INV0010539               | 09/30/2022 | LIBRARY                           | 111-53521-151  | 78.89            |

## Expense Approval Report

Post Dates: 9/30/2022 - 10/3/2022

| Vendor Name   | Payable Number | Post Date  | Description (Item)                    | Account Number | Amount          |
|---|----------------|------------|---------------------------------------|----------------|-----------------|
| BLACK HILLS GAS DISTRIBUTION...                               | INV0010539     | 09/30/2022 | Parks                                 | 111-53521-171  | 68.77           |
| BLACK HILLS GAS DISTRIBUTION...                               | INV0010539     | 09/30/2022 | REC                                   | 111-53521-172  | 35.02           |
| BLACK HILLS GAS DISTRIBUTION...                               | INV0010539     | 09/30/2022 | SENIOR CENTER /REC                    | 111-53521-172  | 63.68           |
| BLACK HILLS GAS DISTRIBUTION...                               | INV0010539     | 09/30/2022 | TRANSPORTATION                        | 212-53521-212  | 189.17          |
| BLACK HILLS GAS DISTRIBUTION...                               | INV0010539     | 09/30/2022 | ES                                    | 621-53521-621  | 38.77           |
| BLACK HILLS GAS DISTRIBUTION...                               | INV0010539     | 09/30/2022 | WATER WELLS                           | 641-53521-641  | 140.99          |
| <b>Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:</b> |                |            |                                       |                | <b>765.21</b>   |
| <b>Vendor: 00405 - BLUFFS FACILITY SOLUTIONS</b>              |                |            |                                       |                |                 |
| BLUFFS FACILITY SOLUTIONS                                     | 456271         | 09/30/2022 | Toilet screens, 60 gal. liners, Pa... | 621-52111-621  | 157.39          |
| BLUFFS FACILITY SOLUTIONS                                     | 456342         | 09/30/2022 | TOWELS & GLOVES                       | 212-52111-212  | 235.45          |
| BLUFFS FACILITY SOLUTIONS                                     | 456521         | 09/30/2022 | Janitorial Supplies                   | 111-52121-151  | 306.49          |
| BLUFFS FACILITY SOLUTIONS                                     | 456649         | 09/30/2022 | PAPER TOWEL ROLLS/WW                  | 631-52111-631  | 62.53           |
| BLUFFS FACILITY SOLUTIONS                                     | 456649         | 09/30/2022 | PAPER TOWEL ROLLS/WA                  | 641-52111-641  | 62.53           |
| <b>Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:</b>        |                |            |                                       |                | <b>824.39</b>   |
| <b>Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.</b>          |                |            |                                       |                |                 |
| CAPITAL BUSINESS SYSTEMS INC.                                 | 1204989        | 09/30/2022 | Contractual Services - staff copi...  | 111-53111-151  | 185.07          |
| CAPITAL BUSINESS SYSTEMS INC.                                 | 1204991        | 09/30/2022 | EQUIP MAINT ADM                       | 111-53441-111  | 133.61          |
| CAPITAL BUSINESS SYSTEMS INC.                                 | 1205689        | 09/30/2022 | COPIER/PRINTER SERVICE                | 212-53111-212  | 30.90           |
| <b>Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:</b>    |                |            |                                       |                | <b>349.58</b>   |
| <b>Vendor: 07911 - CELLCO PARTNERSHIP</b>                     |                |            |                                       |                |                 |
| CELLCO PARTNERSHIP  | SEP 22 POLICE  | 09/30/2022 | CELL PHONES                           | 111-53561-142  | 1,477.69        |
| <b>Vendor 07911 - CELLCO PARTNERSHIP Total:</b>               |                |            |                                       |                | <b>1,477.69</b> |
| <b>Vendor: 02396 - CITIBANK N.A.</b>                          |                |            |                                       |                |                 |
| CITIBANK N.A.   | 15815          | 09/30/2022 | Webcam, keyboards, HDMI cab...        | 721-52111-721  | 209.96          |
| CITIBANK N.A.   | 15959          | 09/30/2022 | POSTAGE FOR PACKAGE                   | 212-52411-212  | 13.19           |
| CITIBANK N.A.   | 3129190941     | 09/30/2022 | FILES & ENVELOPES                     | 641-52111-641  | 100.01          |
| CITIBANK N.A.   | 16720          | 09/30/2022 | Office Chair                          | 111-52111-121  | 219.99          |
| CITIBANK N.A.   | 2555           | 09/30/2022 | PRINTER FOR SHOP & INK                | 212-52111-212  | 192.98          |
| CITIBANK N.A.   | 17206          | 09/30/2022 | DEPT SUPP CEM                         | 213-52111-213  | 81.48           |
| CITIBANK N.A.   | 17568          | 09/30/2022 | TONER REPL FOR LYNN'S PRINT...        | 631-52111-631  | 323.45          |
| CITIBANK N.A.   | 17708          | 09/30/2022 | Equipment Maintenance                 | 111-53441-151  | 109.99          |
| CITIBANK N.A.   | 17777          | 09/30/2022 | Copy/Printer Paper x 2 boxes          | 621-52111-621  | 87.98           |
| CITIBANK N.A.   | 3140683961     | 09/30/2022 | DEPT SUPPL - CHAIR CASTER RO...       | 111-52111-111  | 19.49           |
| CITIBANK N.A.   | 3107390451CM   | 09/30/2022 | DEPT SUPP ADM                         | 111-52111-111  | -28.99          |
| <b>Vendor 02396 - CITIBANK N.A. Total:</b>                    |                |            |                                       |                | <b>1,329.53</b> |
| <b>Vendor: 00367 - CITY OF SCB</b>                            |                |            |                                       |                |                 |
| CITY OF SCB   | INV0010546     | 09/30/2022 | POSTAGE 22-02378                      | 111-52411-142  | 19.00           |
| CITY OF SCB   | INV0010546     | 09/30/2022 | FLORES BACKGROUND CK                  | 111-53121-142  | 22.03           |
| CITY OF SCB   | INV0010553     | 09/30/2022 | DEPT SUPP ADM                         | 111-52111-111  | 10.00           |
| CITY OF SCB   | INV0010553     | 09/30/2022 | DEPT SUPP WTR                         | 641-52111-641  | 13.96           |
| <b>Vendor 00367 - CITY OF SCB Total:</b>                      |                |            |                                       |                | <b>64.99</b>    |
| <b>Vendor: 01976 - CLARK PRINTING LLC</b>                     |                |            |                                       |                |                 |
| CLARK PRINTING LLC  | 78092          | 09/30/2022 | Construction Inspection Labels        | 111-52111-121  | 95.88           |
| CLARK PRINTING LLC  | 78093          | 09/30/2022 | DEPT SUPP PARK                        | 111-52111-171  | 210.85          |
| <b>Vendor 01976 - CLARK PRINTING LLC Total:</b>               |                |            |                                       |                | <b>306.73</b>   |
| <b>Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY</b>        |                |            |                                       |                |                 |
| CONSOLIDATED MANAGEMENT...                                    | 223556         | 09/30/2022 | JOHNSON-NLETC BASIC MEALS             | 111-53711-142  | 107.45          |
| CONSOLIDATED MANAGEMENT...                                    | 223598         | 09/30/2022 | JOHNSON-NLETC BASIC MEALS             | 111-53711-142  | 83.40           |
| <b>Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:</b>  |                |            |                                       |                | <b>190.85</b>   |
| <b>Vendor: 00267 - CONTRACTORS MATERIALS INC.</b>             |                |            |                                       |                |                 |
| CONTRACTORS MATERIALS INC.                                    | 246125         | 09/30/2022 | 500 FEET OF 3/8" CABLE                | 641-52111-641  | 629.16          |
| CONTRACTORS MATERIALS INC.                                    | 246224         | 09/30/2022 | FIBER EXP JOINT                       | 212-52171-212  | 73.50           |
| CONTRACTORS MATERIALS INC.                                    | 246304         | 09/30/2022 | SONOTUBES                             | 212-52171-212  | 170.52          |
| CONTRACTORS MATERIALS INC.                                    | 246332         | 09/30/2022 | DEPT SUPP PARK                        | 111-52111-171  | 515.67          |
| <b>Vendor 00267 - CONTRACTORS MATERIALS INC. Total:</b>       |                |            |                                       |                | <b>1,388.85</b> |

## Expense Approval Report

Post Dates: 9/30/2022 - 10/3/2022

| Vendor Name   | Payable Number            | Post Date  | Description (Item)                  | Account Number | Amount           |
|---|---------------------------|------------|-------------------------------------|----------------|------------------|
| <b>Vendor: 09824 - CORE &amp; MAIN LP</b>                         |                           |            |                                     |                |                  |
| CORE & MAIN LP  | R473977                   | 09/30/2022 | CPVC Pipe 20', CPVC S80-Repair...   | 111-53441-172  | 285.25           |
| <b>Vendor 09824 - CORE &amp; MAIN LP Total:</b>                   |                           |            |                                     |                | <b>285.25</b>    |
| <b>Vendor: 10354 - CORNERSTONE BANK</b>                           |                           |            |                                     |                |                  |
| CORNERSTONE BANK  | TIF 26 GROUP FUEL 9-30-22 | 09/30/2022 | TIF - 26 GROUP FUEL ST & CON ...    | 321-57222-111  | 29,607.04        |
| <b>Vendor 10354 - CORNERSTONE BANK Total:</b>                     |                           |            |                                     |                | <b>29,607.04</b> |
| <b>Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC</b>            |                           |            |                                     |                |                  |
| CRESCENT ELECT. SUPPLY COMP..S510674793.001                       |                           | 09/30/2022 | 6V BATTERIES                        | 212-52111-212  | 127.94           |
| CRESCENT ELECT. SUPPLY COMP..S510688016.001                       |                           | 09/30/2022 | FUSES FOR FINE SCREEN               | 631-53431-631  | 117.62           |
| CRESCENT ELECT. SUPPLY COMP..S510700508.001                       |                           | 09/30/2022 | ELECTRICAL FUSES FOR FINE SC...     | 631-53431-631  | 53.46            |
| <b>Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:</b>      |                           |            |                                     |                | <b>299.02</b>    |
| <b>Vendor: 09767 - CROELL INC</b>                                 |                           |            |                                     |                |                  |
| CROELL INC  | 668871                    | 09/30/2022 | CONCRETE FOR STREET REPAIR          | 212-53491-212  | 566.50           |
| CROELL INC  | 671711                    | 09/30/2022 | CEMENT FOR WORK SITES               | 641-52111-641  | 298.53           |
| CROELL INC  | 672822                    | 09/30/2022 | CONCRETE FOR STREET REPAIR          | 212-53491-212  | 4,353.50         |
| CROELL INC  | 673192                    | 09/30/2022 | CEMENT FOR WORK SITE - OLE          | 641-52111-641  | 468.93           |
| CROELL INC  | 673193                    | 09/30/2022 | CONCRETE FOR STREET REPAIR          | 212-53491-212  | 3,960.25         |
| <b>Vendor 09767 - CROELL INC Total:</b>                           |                           |            |                                     |                | <b>9,647.71</b>  |
| <b>Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE</b>       |                           |            |                                     |                |                  |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/Adm                   | 111-53561-111  | 5.75             |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/HR                    | 111-53561-112  | 4.39             |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/CM                    | 111-53561-114  | 0.53             |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/CC                    | 111-53561-115  | 0.98             |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/DS                    | 111-53561-121  | 6.10             |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/Fire                  | 111-53561-141  | 8.10             |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/PD                    | 111-53561-142  | 32.27            |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/Lib                   | 111-53561-151  | 15.36            |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/PK                    | 111-53561-171  | 2.35             |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/Rec                   | 111-53561-172  | 2.46             |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/ST                    | 212-53561-212  | 6.80             |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/Cem                   | 213-53561-213  | 6.82             |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/Econ Devel            | 224-53561-113  | 8.83             |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/ES                    | 621-53561-621  | 2.11             |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/WW                    | 631-53561-631  | 1.89             |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/WA                    | 641-53561-641  | 5.24             |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/Strm WA               | 661-53561-661  | 1.21             |
| DAS STATE ACCOUNTING-CENT... 1336593                              |                           | 09/30/2022 | Long Distance/GIS                   | 721-53561-721  | 0.47             |
| <b>Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:</b> |                           |            |                                     |                | <b>111.66</b>    |
| <b>Vendor: 00573 - DEMCO, INC</b>                                 |                           |            |                                     |                |                  |
| DEMCO, INC  | 7187041                   | 09/30/2022 | Grant (State Aid)                   | 111-52111-151  | 2,321.00         |
| DEMCO, INC  | 7187041                   | 09/30/2022 | Grant (ARPA)                        | 111-52111-151  | 1,768.08         |
| <b>Vendor 00573 - DEMCO, INC Total:</b>                           |                           |            |                                     |                | <b>4,089.08</b>  |
| <b>Vendor: 09692 - DOOLEY OIL INC</b>                             |                           |            |                                     |                |                  |
| DOOLEY OIL INC  | 278200                    | 09/30/2022 | 55 GALS. OIL                        | 212-52531-212  | 845.86           |
| <b>Vendor 09692 - DOOLEY OIL INC Total:</b>                       |                           |            |                                     |                | <b>845.86</b>    |
| <b>Vendor: 08173 - DXP ENTERPRISES INC</b>                        |                           |            |                                     |                |                  |
| DXP ENTERPRISES INC   | 53122331                  | 09/30/2022 | REPLACEMENT SENSOR MX6 M...         | 111-52111-141  | 684.94           |
| <b>Vendor 08173 - DXP ENTERPRISES INC Total:</b>                  |                           |            |                                     |                | <b>684.94</b>    |
| <b>Vendor: 00638 - DYKES OIL INC</b>                              |                           |            |                                     |                |                  |
| DYKES OIL INC   | 192880                    | 09/30/2022 | OIL CHANGE - UNIT 032               | 641-53451-641  | 51.71            |
| DYKES OIL INC   | 192877                    | 09/30/2022 | OIL CHANGE UNIT 039                 | 641-53451-641  | 81.37            |
| <b>Vendor 00638 - DYKES OIL INC Total:</b>                        |                           |            |                                     |                | <b>133.08</b>    |
| <b>Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.</b>             |                           |            |                                     |                |                  |
| ELLIOTT EQUIPMENT COMPANY...169380                                |                           | 09/30/2022 | Griiper 7 rod, Bearing & rod, Ru... | 621-52111-621  | 682.95           |
| <b>Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:</b>       |                           |            |                                     |                | <b>682.95</b>    |

## Expense Approval Report

Post Dates: 9/30/2022 - 10/3/2022

| Vendor Name   | Payable Number           | Post Date  | Description (Item)               | Account Number | Amount            |
|---|--------------------------|------------|----------------------------------|----------------|-------------------|
| <b>Vendor: 09621 - ENGINEERED CONTROLS INC</b>                            |                          |            |                                  |                |                   |
| ENGINEERED CONTROLS INC   | 174365                   | 09/30/2022 | Equipment Maintenance            | 111-53441-151  | 140.00            |
| <b>Vendor 09621 - ENGINEERED CONTROLS INC Total:</b>                      |                          |            |                                  |                | <b>140.00</b>     |
| <b>Vendor: 01790 - ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC</b>       |                          |            |                                  |                |                   |
| ENVIRONMENTAL SYSTEMS RES...  | 94299579                 | 10/03/2022 | GIS Software Agreement           | 721-53111-721  | 15,000.00         |
| <b>Vendor 01790 - ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC Total:</b> |                          |            |                                  |                | <b>15,000.00</b>  |
| <b>Vendor: 09927 - FARMERS STATE BANK</b>                                 |                          |            |                                  |                |                   |
| FARMERS STATE BANK  | TIF ELITE HEALTH 9-30-22 | 09/30/2022 | TIF - ELITE HEALTH REDEV 9/30... | 321-57221-111  | 66,927.09         |
| FARMERS STATE BANK  | TIF ELITE HEALTH 9-30-22 | 09/30/2022 | TIF - ELITE HEALTH REDEV 9/30... | 321-57222-111  | 23,929.71         |
| <b>Vendor 09927 - FARMERS STATE BANK Total:</b>                           |                          |            |                                  |                | <b>90,856.80</b>  |
| <b>Vendor: 02460 - FASTENAL COMPANY</b>                                   |                          |            |                                  |                |                   |
| FASTENAL COMPANY  | NESCT169770              | 09/30/2022 | FLANGE BOLTS AND NUTS - TO...    | 111-52111-141  | 69.15             |
| <b>Vendor 02460 - FASTENAL COMPANY Total:</b>                             |                          |            |                                  |                | <b>69.15</b>      |
| <b>Vendor: 00548 - FEDERAL EXPRESS CORPORATION</b>                        |                          |            |                                  |                |                   |
| FEDERAL EXPRESS CORPORATI...  | 7-884-43894              | 09/30/2022 | SHIPPING FEES FOR SAMPLES        | 641-52411-641  | 427.04            |
| FEDERAL EXPRESS CORPORATI...  | 9-634-95338              | 09/30/2022 | LATE FEE                         | 641-52411-641  | 7.96              |
| <b>Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:</b>                  |                          |            |                                  |                | <b>435.00</b>     |
| <b>Vendor: 10035 - FINDAWAY WORLD LLC</b>                                 |                          |            |                                  |                |                   |
| FINDAWAY WORLD LLC  | 404197                   | 09/30/2022 | Collections                      | 111-52222-151  | 1,550.96          |
| FINDAWAY WORLD LLC  | 404594                   | 09/30/2022 | Collections                      | 111-52222-151  | 184.97            |
| FINDAWAY WORLD LLC  | 404839                   | 09/30/2022 | Collections                      | 111-52222-151  | 44.99             |
| <b>Vendor 10035 - FINDAWAY WORLD LLC Total:</b>                           |                          |            |                                  |                | <b>1,780.92</b>   |
| <b>Vendor: 10347 - FIRST NATIONAL BANK OF OMAHA</b>                       |                          |            |                                  |                |                   |
| FIRST NATIONAL BANK OF OM...  | TIF - REGANIS 9-30-22    | 09/30/2022 | TIF - REGANIS REDEV. 9/30/22     | 321-57221-111  | 13,724.73         |
| FIRST NATIONAL BANK OF OM...  | TIF - REGANIS 9-30-22    | 09/30/2022 | TIF - REGANIS REDEV. 9/30/22     | 321-57222-111  | 6,845.62          |
| <b>Vendor 10347 - FIRST NATIONAL BANK OF OMAHA Total:</b>                 |                          |            |                                  |                | <b>20,570.35</b>  |
| <b>Vendor: 08504 - FISHER WELL SERVICE, INC.</b>                          |                          |            |                                  |                |                   |
| FISHER WELL SERVICE, INC.   | 4145                     | 09/30/2022 | LANDER FIELD WELL                | 111-53471-171  | 15,176.00         |
| <b>Vendor 08504 - FISHER WELL SERVICE, INC. Total:</b>                    |                          |            |                                  |                | <b>15,176.00</b>  |
| <b>Vendor: 09563 - FORCE AMERICA DISTRIBUTING LLC</b>                     |                          |            |                                  |                |                   |
| FORCE AMERICA DISTRIBUTING ...  | 001-1667825              | 09/30/2022 | I-BUTTON KEY                     | 212-52111-212  | 65.91             |
| FORCE AMERICA DISTRIBUTING ...  | 001-1669255              | 09/30/2022 | BATTERY                          | 212-53441-212  | 28.17             |
| <b>Vendor 09563 - FORCE AMERICA DISTRIBUTING LLC Total:</b>               |                          |            |                                  |                | <b>94.08</b>      |
| <b>Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC</b>                   |                          |            |                                  |                |                   |
| FRANCISCO'S BUMPER TO BUM...  | 12703                    | 09/30/2022 | 22-03057                         | 111-53111-142  | 220.00            |
| FRANCISCO'S BUMPER TO BUM...  | 12719                    | 09/30/2022 | 22-03161                         | 111-53111-142  | 220.00            |
| FRANCISCO'S BUMPER TO BUM...  | 12720                    | 09/30/2022 | 22-03173                         | 111-53111-142  | 220.00            |
| FRANCISCO'S BUMPER TO BUM...  | 12721                    | 09/30/2022 | 22-03162                         | 111-53111-142  | 220.00            |
| <b>Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:</b>             |                          |            |                                  |                | <b>880.00</b>     |
| <b>Vendor: 08734 - FUSION RANCH, INC</b>                                  |                          |            |                                  |                |                   |
| FUSION RANCH, INC   | 8-15-22                  | 09/30/2022 | ECON DEV. ASSISTANCE AGRE...     | 224-59111-114  | 500,000.00        |
| <b>Vendor 08734 - FUSION RANCH, INC Total:</b>                            |                          |            |                                  |                | <b>500,000.00</b> |
| <b>Vendor: 00887 - FYR-TEK INC</b>  |                          |            |                                  |                |                   |
| FYR-TEK INC   | S17767-9                 | 09/30/2022 | BRUSH PUMP REPLACEMENT - ...     | 111-53451-141  | 1,216.00          |
| <b>Vendor 00887 - FYR-TEK INC Total:</b>                                  |                          |            |                                  |                | <b>1,216.00</b>   |
| <b>Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC</b>                      |                          |            |                                  |                |                   |
| GENERAL TRAFFIC CONTROLS, I...  | 22477                    | 09/30/2022 | SCHOOL BEACON - W. OVLD & N      | 212-52111-212  | 2,732.66          |
| GENERAL TRAFFIC CONTROLS, I...  | 22478                    | 09/30/2022 | SCHOOL FLASING BEACON EQU...     | 212-52111-212  | 1,355.00          |
| <b>Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total:</b>                |                          |            |                                  |                | <b>4,087.66</b>   |
| <b>Vendor: 10330 - GERING MULITPURPOSE SENIOR CENTER</b>                  |                          |            |                                  |                |                   |
| GERING MULITPURPOSE SENIOR...   | INV0010545               | 10/03/2022 | CONTRACTUAL                      | 111-53111-172  | 1,000.00          |
| <b>Vendor 10330 - GERING MULITPURPOSE SENIOR CENTER Total:</b>            |                          |            |                                  |                | <b>1,000.00</b>   |
| <b>Vendor: 09469 - GI HOSPITALITY</b>                                     |                          |            |                                  |                |                   |
| GI HOSPITALITY  | 80004                    | 09/30/2022 | KITE-NLETC GRADUATION-PETE...    | 111-53711-142  | 96.00             |
| <b>Vendor 09469 - GI HOSPITALITY Total:</b>                               |                          |            |                                  |                | <b>96.00</b>      |

## Expense Approval Report

Post Dates: 9/30/2022 - 10/3/2022

| Vendor Name   | Payable Number  | Post Date  | Description (Item)            | Account Number | Amount           |
|---|-----------------|------------|-------------------------------|----------------|------------------|
| <b>Vendor: 04371 - HAWKINS, INC.</b>                              |                 |            |                               |                |                  |
| HAWKINS, INC.   | 6291892         | 09/30/2022 | SODIUM HYPO FOR SYSTEM DIS... | 641-52611-641  | 861.54           |
| <b>Vendor 04371 - HAWKINS, INC. Total:</b>                        |                 |            |                               |                | <b>861.54</b>    |
| <b>Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD</b>       |                 |            |                               |                |                  |
| HD SUPPLY FACILITIES MAINTEN...                                   | 103784          | 09/30/2022 | RESTRICTED AREA SIGNS/MAN...  | 631-52111-631  | 170.75           |
| HD SUPPLY FACILITIES MAINTEN...                                   | 107605          | 09/30/2022 | CHLORINE PUMPS/TRAFFIC CO...  | 641-52111-641  | 3,084.96         |
| HD SUPPLY FACILITIES MAINTEN...                                   | 107745          | 09/30/2022 | CHLORINE PUMPS/PUMP HEAD...   | 641-52111-641  | 4,358.78         |
| <b>Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:</b> |                 |            |                               |                | <b>7,614.49</b>  |
| <b>Vendor: 00609 - HENNINGS CONSTRUCTION, INC.</b>                |                 |            |                               |                |                  |
| HENNINGS CONSTRUCTION, INC.                                       | AUGUST 2022 WTR | 09/30/2022 | WATER MAIN INSTALLATION W...  | 641-54311-641  | 81,008.78        |
| <b>Vendor 00609 - HENNINGS CONSTRUCTION, INC. Total:</b>          |                 |            |                               |                | <b>81,008.78</b> |
| <b>Vendor: 01571 - HIGH PLAINS SCUBA</b>                          |                 |            |                               |                |                  |
| HIGH PLAINS SCUBA   | 144490          | 09/30/2022 | BENCH TEST SCUBA GAUGES       | 111-52111-141  | 878.97           |
| <b>Vendor 01571 - HIGH PLAINS SCUBA Total:</b>                    |                 |            |                               |                | <b>878.97</b>    |
| <b>Vendor: 06423 - HYDROTEX PARTNERS, LTD</b>                     |                 |            |                               |                |                  |
| HYDROTEX PARTNERS, LTD  | 487411          | 09/30/2022 | POWER KLEEN                   | 212-53441-212  | 306.36           |
| <b>Vendor 06423 - HYDROTEX PARTNERS, LTD Total:</b>               |                 |            |                               |                | <b>306.36</b>    |
| <b>Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.</b>           |                 |            |                               |                |                  |
| IDEAL LAUNDRY AND CLEANERS,..                                     | 11138256        | 09/30/2022 | MATS, TOWELS                  | 212-52111-212  | 54.64            |
| IDEAL LAUNDRY AND CLEANERS,..                                     | 11138507        | 09/30/2022 | Janitorial Supplies           | 111-52121-151  | 99.11            |
| IDEAL LAUNDRY AND CLEANERS,..                                     | 11138643        | 09/30/2022 | Shop towels, mop, dust mop    | 621-52111-621  | 123.06           |
| IDEAL LAUNDRY AND CLEANERS,..                                     | 11139219        | 09/30/2022 | MATS, TOWELS                  | 212-52111-212  | 54.64            |
| IDEAL LAUNDRY AND CLEANERS,..                                     | 11139464        | 09/30/2022 | DEPT SUPP ADM                 | 111-52111-111  | 60.70            |
| <b>Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:</b>     |                 |            |                               |                | <b>392.15</b>    |
| <b>Vendor: 09291 - INGRAM LIBRARY SERVICES INC</b>                |                 |            |                               |                |                  |
| INGRAM LIBRARY SERVICES INC                                       | 71316293        | 09/30/2022 | Collections                   | 111-52222-151  | 2,800.00         |
| INGRAM LIBRARY SERVICES INC                                       | 71361469        | 09/30/2022 | Collections                   | 111-52222-151  | 188.62           |
| INGRAM LIBRARY SERVICES INC                                       | 71422916        | 09/30/2022 | Collections                   | 111-52222-151  | 51.01            |
| INGRAM LIBRARY SERVICES INC                                       | 71480346        | 09/30/2022 | Collections                   | 111-52222-151  | 67.19            |
| INGRAM LIBRARY SERVICES INC                                       | 71527095        | 09/30/2022 | Collections                   | 111-52222-151  | 36.44            |
| INGRAM LIBRARY SERVICES INC                                       | 71533971        | 09/30/2022 | Collections                   | 111-52222-151  | 43.67            |
| INGRAM LIBRARY SERVICES INC                                       | 71554209        | 09/30/2022 | Collections                   | 111-52222-151  | 20.04            |
| INGRAM LIBRARY SERVICES INC                                       | 71577248        | 09/30/2022 | Collections                   | 111-52222-151  | 31.11            |
| INGRAM LIBRARY SERVICES INC                                       | 71631397        | 09/30/2022 | Collections                   | 111-52222-151  | 261.21           |
| <b>Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:</b>          |                 |            |                               |                | <b>3,499.29</b>  |
| <b>Vendor: 00733 - INLAND TRUCK PARTS &amp; SERVICE</b>           |                 |            |                               |                |                  |
| INLAND TRUCK PARTS & SERVICE IN-1218391                           |                 | 09/30/2022 | SUPP - SEAL-FILL TUBE         | 212-52111-212  | 8.08             |
| <b>Vendor 00733 - INLAND TRUCK PARTS &amp; SERVICE Total:</b>     |                 |            |                               |                | <b>8.08</b>      |
| <b>Vendor: 06131 - JOHN DEERE FINANCIAL</b>                       |                 |            |                               |                |                  |
| JOHN DEERE FINANCIAL  | A26810          | 09/30/2022 | PARTS FOR WATER PUMPS/CF      | 621-52111-621  | 5.59             |
| JOHN DEERE FINANCIAL  | A26810          | 09/30/2022 | PARTS FOR WATER PUMPS/WW      | 631-52111-631  | 5.58             |
| JOHN DEERE FINANCIAL  | A27448          | 09/30/2022 | CAR 11-RIFLE MAGS             | 111-53441-142  | 53.97            |
| JOHN DEERE FINANCIAL  | A29334          | 09/30/2022 | GAS CAN                       | 212-52111-212  | 20.99            |
| JOHN DEERE FINANCIAL  | A29740          | 09/30/2022 | ROUND UP & AMINE              | 212-52111-212  | 459.96           |
| JOHN DEERE FINANCIAL  | JRNL#A29553/18  | 09/30/2022 | GROUND MAINT PARK             | 111-53471-171  | 45.98            |
| JOHN DEERE FINANCIAL  | A29932          | 09/30/2022 | SPRAYER PARTS                 | 212-52111-212  | 14.99            |
| JOHN DEERE FINANCIAL  | JRNL#A33770/1/  | 09/30/2022 | DEPT SUPP PARK                | 111-52111-171  | 32.97            |
| <b>Vendor 06131 - JOHN DEERE FINANCIAL Total:</b>                 |                 |            |                               |                | <b>640.03</b>    |
| <b>Vendor: 08067 - JOHN DEERE FINANCIAL</b>                       |                 |            |                               |                |                  |
| JOHN DEERE FINANCIAL  | 53828818        | 09/30/2022 | DEPT SUPP PARK                | 111-52111-171  | 47.96            |
| <b>Vendor 08067 - JOHN DEERE FINANCIAL Total:</b>                 |                 |            |                               |                | <b>47.96</b>     |
| <b>Vendor: 09474 - JOHN DEERE FINANCIAL</b>                       |                 |            |                               |                |                  |
| JOHN DEERE FINANCIAL  | W14187          | 09/30/2022 | EQUIP MAINT PARK              | 111-53441-171  | 144.80           |
| JOHN DEERE FINANCIAL  | P17464          | 09/30/2022 | EQUIP MAINT CEM               | 213-53441-213  | 75.18            |
| JOHN DEERE FINANCIAL  | P17624          | 09/30/2022 | EQUIP MAINT CEM               | 213-53441-213  | 9.21             |
| JOHN DEERE FINANCIAL  | P17949          | 09/30/2022 | EQUIP MAINT CEM               | 213-53441-213  | 1,108.66         |
| JOHN DEERE FINANCIAL  | P18198          | 09/30/2022 | EQUIP MAINT CEM               | 213-53441-213  | 17.82            |

## Expense Approval Report

Post Dates: 9/30/2022 - 10/3/2022

| Vendor Name   | Payable Number | Post Date  | Description (Item)          | Account Number | Amount    |
|---|----------------|------------|-----------------------------|----------------|-----------|
| JOHN DEERE FINANCIAL                                    | P18241         | 09/30/2022 | EQUIP MAINT CEM             | 213-53441-213  | 151.87    |
| JOHN DEERE FINANCIAL                                    | W14313         | 09/30/2022 | EQUIP MAINT PARK            | 111-53441-171  | 469.02    |
| JOHN DEERE FINANCIAL                                    | W14330         | 09/30/2022 | EQUIP MAINT PARK            | 111-53441-171  | 235.48    |
| Vendor 09474 - JOHN DEERE FINANCIAL Total:              |                |            |                             |                | 2,212.04  |
| Vendor: 05325 - JOHN E. REID & ASSOCIATES, INC.         |                |            |                             |                |           |
| JOHN E. REID & ASSOCIATES, IN...                        | F8BCAA7C-0001  | 09/30/2022 | ROALKVAN/GENOWAYS/GRIESS... | 111-53711-142  | 1,800.00  |
| Vendor 05325 - JOHN E. REID & ASSOCIATES, INC. Total:   |                |            |                             |                | 1,800.00  |
| Vendor: 09756 - JORDAN COLWELL                          |                |            |                             |                |           |
| JORDAN COLWELL  | EXP.9/2022     | 09/30/2022 | EXPENSE - LEAGUE CONF       | 111-53711-113  | 130.36    |
| Vendor 09756 - JORDAN COLWELL Total:                    |                |            |                             |                | 130.36    |
| Vendor: 10398 - KARR THOMAS                             |                |            |                             |                |           |
| KARR THOMAS   | INV0010536     | 09/30/2022 | DEPT SUPP CEM               | 213-53211-213  | 225.00    |
| Vendor 10398 - KARR THOMAS Total:                       |                |            |                             |                | 225.00    |
| Vendor: 00014 - KEEP SCOTTSBLUFF-GERING BEAUTIFUL       |                |            |                             |                |           |
| KEEP SCOTTSBLUFF-GERING BE...                           | 1031           | 09/30/2022 | Request for funds Allocated | 621-53111-621  | 5,000.00  |
| Vendor 00014 - KEEP SCOTTSBLUFF-GERING BEAUTIFUL Total: |                |            |                             |                | 5,000.00  |
| Vendor: 00741 - KUSTOM SIGNALS, INC                     |                |            |                             |                |           |
| KUSTOM SIGNALS, INC                                     | 596906         | 09/30/2022 | CAR 2-TUNING FORKS          | 111-53441-142  | 23.68     |
| Vendor 00741 - KUSTOM SIGNALS, INC Total:               |                |            |                             |                | 23.68     |
| Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT   |                |            |                             |                |           |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-51261-111  | 587.63    |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-51261-121  | 3,437.85  |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-51261-141  | 49,869.46 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-51261-142  | 91,968.23 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-51261-151  | 477.04    |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-51261-171  | 10,068.61 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-51261-172  | 1,352.46  |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-53821-111  | 6,485.81  |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-53821-141  | 4,116.94  |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-53821-142  | 6,242.36  |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-53821-151  | 22,017.09 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-53821-171  | 39,288.25 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-53831-111  | 24,418.30 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-53831-121  | 23,356.04 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-53831-141  | 10,240.25 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-53831-142  | 55,597.04 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-53831-151  | 3,992.61  |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-53831-171  | 6,634.74  |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-53831-172  | 2,791.60  |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-53841-111  | 502.00    |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-53841-121  | 385.24    |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-53841-141  | 15,270.15 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-53841-142  | 12,823.86 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 111-53841-171  | 7,368.01  |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 212-51261-212  | 17,731.68 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 212-53821-212  | 19,774.57 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 212-53831-212  | 15,635.84 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 212-53841-212  | 15,435.80 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 213-51261-213  | 3,751.21  |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 213-53821-213  | 2,689.63  |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 213-53831-213  | 1,571.42  |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 213-53841-213  | 904.90    |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 224-51261-113  | 194.60    |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 621-51261-621  | 28,049.79 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 621-53821-621  | 25,538.99 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 621-53831-621  | 12,673.19 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 621-53841-621  | 25,783.21 |
| LEAGUE ASSOCIATION OF RISK...                           | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL   | 631-51261-631  | 8,910.10  |



## Expense Approval Report

Post Dates: 9/30/2022 - 10/3/2022

| Vendor Name  | Payable Number | Post Date  | Description (Item)           | Account Number | Amount            |
|--|----------------|------------|------------------------------|----------------|-------------------|
| LEAGUE ASSOCIATION OF RISK...                                      | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL    | 631-53821-631  | 78,040.56         |
| LEAGUE ASSOCIATION OF RISK...                                      | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL    | 631-53831-631  | 15,447.48         |
| LEAGUE ASSOCIATION OF RISK...                                      | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL    | 631-53841-631  | 11,179.75         |
| LEAGUE ASSOCIATION OF RISK...                                      | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL    | 641-51261-641  | 10,618.65         |
| LEAGUE ASSOCIATION OF RISK...                                      | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL    | 641-53821-641  | 37,331.02         |
| LEAGUE ASSOCIATION OF RISK...                                      | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL    | 641-53831-641  | 11,867.49         |
| LEAGUE ASSOCIATION OF RISK...                                      | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL    | 641-53841-641  | 4,596.95          |
| LEAGUE ASSOCIATION OF RISK...                                      | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL    | 661-53841-661  | 304.72            |
| LEAGUE ASSOCIATION OF RISK...                                      | 105505         | 10/03/2022 | FY22-23 INSURANCE RENEWAL    | 721-51261-721  | 49.69             |
| LEAGUE ASSOCIATION OF RISK...                                      | 105837         | 10/03/2022 | ENDORS.#4 - TRANSP.JD LOADER | 212-53821-212  | 1,120.13          |
| <b>Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:</b> |                |            |                              |                | <b>748,492.94</b> |

**Vendor: 10228 - LORE BRIAN & LORI**

|  |            |            |                 |               |                 |
|--|------------|------------|-----------------|---------------|-----------------|
| LORE BRIAN & LORI                                  | INV0010534 | 09/30/2022 | CAMPGROUND HOST | 111-53111-171 | 1,200.00        |
| <b>Vendor 10228 - LORE BRIAN &amp; LORI Total:</b> |            |            |                 |               | <b>1,200.00</b> |

**Vendor: 10285 - L-TRON CORPORATION**

|   |        |            |               |               |              |
|---|--------|------------|---------------|---------------|--------------|
| L-TRON CORPORATION                              | 678455 | 09/30/2022 | CAR 10-CABLES | 111-53441-142 | 36.98        |
| <b>Vendor 10285 - L-TRON CORPORATION Total:</b> |        |            |               |               | <b>36.98</b> |

**Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC**

|  |       |            |                             |               |                 |
|--|-------|------------|-----------------------------|---------------|-----------------|
| M.C. SCHAFF & ASSOCIATES, INC                                  | 22314 | 09/30/2022 | PROF.SERVICES - AUGUST 2022 | 111-53111-111 | 435.50          |
| M.C. SCHAFF & ASSOCIATES, INC                                  | 22314 | 09/30/2022 | PROF.SERVICES - AUGUST 2022 | 111-53111-121 | 700.00          |
| M.C. SCHAFF & ASSOCIATES, INC                                  | 22314 | 09/30/2022 | PROF.SERVICES - AUGUST 2022 | 111-53111-151 | 200.00          |
| <b>Vendor 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC Total:</b> |       |            |                             |               | <b>1,335.50</b> |

**Vendor: 09760 - MACQUEEN EQUIPMENT INC**

|   |        |            |                      |               |                 |
|---|--------|------------|----------------------|---------------|-----------------|
| MACQUEEN EQUIPMENT INC                              | P09836 | 09/30/2022 | BROOMS FOR SWEEPERS  | 212-53441-212 | 806.90          |
| MACQUEEN EQUIPMENT INC                              | P09837 | 09/30/2022 | CYLINDER FOR SWEEPER | 212-53441-212 | 2,085.85        |
| <b>Vendor 09760 - MACQUEEN EQUIPMENT INC Total:</b> |        |            |                      |               | <b>2,892.75</b> |

**Vendor: 07628 - MENARDS, INC**

|   |        |            |                                       |               |               |
|---|--------|------------|---------------------------------------|---------------|---------------|
| MENARDS, INC                              | 63318  | 09/30/2022 | FILTERS                               | 212-52111-212 | 47.34         |
| MENARDS, INC                              | 63363  | 09/30/2022 | TERMINALS & DISCS                     | 212-52111-212 | 12.48         |
| MENARDS, INC                              | 63384A | 09/30/2022 | CLEANER & LUBE                        | 212-52111-212 | 17.56         |
| MENARDS, INC                              | 63817  | 09/30/2022 | LUGS, BUSHINGS, HUB                   | 212-52111-212 | 51.57         |
| MENARDS, INC                              | 63876  | 09/30/2022 | BATTERIES                             | 212-52111-212 | 40.95         |
| MENARDS, INC                              | 63909  | 09/30/2022 | BATTERIES/BUG SPRAY/PIPE CL...        | 641-52111-641 | 352.81        |
| MENARDS, INC                              | 63947  | 09/30/2022 | Glue for pipe repair                  | 111-52111-172 | 8.39          |
| MENARDS, INC                              | 64109  | 09/30/2022 | SAW BLADES/SPLICES - FOR ME...        | 641-52111-641 | 45.50         |
| MENARDS, INC                              | 64113  | 09/30/2022 | DOOR OPENER BATTERIES & PA...         | 631-52111-631 | 15.83         |
| MENARDS, INC                              | 64192  | 09/30/2022 | ELECTRICAL FITTINGS FOR FINE ...      | 631-53431-631 | 23.48         |
| MENARDS, INC                              | 64221  | 09/30/2022 | MAINT TRAILER PARTS                   | 641-52111-641 | 31.02         |
| MENARDS, INC                              | 64274  | 09/30/2022 | EQUIP MAINT ADM AC FILTERS            | 111-53441-111 | 15.48         |
| MENARDS, INC                              | 64343  | 09/30/2022 | DEPT SUPP PARK                        | 111-52111-171 | 39.99         |
| MENARDS, INC                              | 64348  | 09/30/2022 | RV Marine Antifreeze PKG-Pool...      | 111-52111-172 | 20.16         |
| MENARDS, INC                              | 64388  | 09/30/2022 | Antifreeze test, Antifreeze x 4, ...  | 111-52111-172 | 89.12         |
| MENARDS, INC                              | 64726  | 09/30/2022 | 3- 75.1 SF Rolls Insulation for pi... | 111-52111-172 | 134.79        |
| <b>Vendor 07628 - MENARDS, INC Total:</b> |        |            |                                       |               | <b>946.47</b> |

**Vendor: 07253 - MICHAEL B KEMBEL**

|   |      |            |                             |               |                 |
|---|------|------------|-----------------------------|---------------|-----------------|
| MICHAEL B KEMBEL                              | 9640 | 09/30/2022 | REPLACE BOTTOM DOOR PANEL.. | 111-53421-141 | 1,456.00        |
| <b>Vendor 07253 - MICHAEL B KEMBEL Total:</b> |      |            |                             |               | <b>1,456.00</b> |

**Vendor: 10057 - MICHAEL BEEBE**

|  |      |            |                                  |               |                 |
|--|------|------------|----------------------------------|---------------|-----------------|
| MICHAEL BEEBE                              | 9402 | 09/30/2022 | A/C System, Furnace Installation | 621-54411-621 | 8,697.00        |
| <b>Vendor 10057 - MICHAEL BEEBE Total:</b> |      |            |                                  |               | <b>8,697.00</b> |

**Vendor: 00748 - MOTOROLA SOLUTIONS, INC**

|  |            |            |                                |               |                 |
|--|------------|------------|--------------------------------|---------------|-----------------|
| MOTOROLA SOLUTIONS, INC                              | 1411000681 | 09/30/2022 | CAR 1 & 9-EVID LIBRARY WATC... | 218-54411-142 | 370.50          |
| MOTOROLA SOLUTIONS, INC                              | 8281463347 | 09/30/2022 | CAR 1 & 9-WATCHGUARD UNITS     | 218-54411-142 | 8,560.00        |
| <b>Vendor 00748 - MOTOROLA SOLUTIONS, INC Total:</b> |            |            |                                |               | <b>8,930.50</b> |

**Vendor: 02089 - NATIONAL ARBOR DAY FOUNDATION**

|  |            |            |            |               |              |
|--|------------|------------|------------|---------------|--------------|
| NATIONAL ARBOR DAY FOUND...                                | INV0010535 | 09/30/2022 | MEMBERSHIP | 111-52311-171 | 10.00        |
| <b>Vendor 02089 - NATIONAL ARBOR DAY FOUNDATION Total:</b> |            |            |            |               | <b>10.00</b> |

## Expense Approval Report

Post Dates: 9/30/2022 - 10/3/2022

| Vendor Name   | Payable Number              | Post Date  | Description (Item)                | Account Number | Amount           |
|---|-----------------------------|------------|-----------------------------------|----------------|------------------|
| <b>Vendor: 00100 - NAT'L LEAGUE OF CITIES</b>                         |                             |            |                                   |                |                  |
| NAT'L LEAGUE OF CITIES  | 180568                      | 10/03/2022 | FY 22-23 MEMBER DUES              | 111-52311-113  | 1,652.00         |
| <b>Vendor 00100 - NAT'L LEAGUE OF CITIES Total:</b>                   |                             |            |                                   |                | <b>1,652.00</b>  |
| <b>Vendor: 00402 - NEBRASKA MACHINERY CO</b>                          |                             |            |                                   |                |                  |
| NEBRASKA MACHINERY CO   | INV538411                   | 09/30/2022 | GENERATOR SERVICE/INSPECTI...     | 111-53421-141  | 659.50           |
| NEBRASKA MACHINERY CO   | INV538411                   | 09/30/2022 | GENERATOR SERVICE/INSPECTI...     | 111-53421-142  | 659.50           |
| NEBRASKA MACHINERY CO   | INV538721                   | 09/30/2022 | EQUIP MAINT ADM GENERATOR         | 111-53441-111  | 1,136.50         |
| <b>Vendor 00402 - NEBRASKA MACHINERY CO Total:</b>                    |                             |            |                                   |                | <b>2,455.50</b>  |
| <b>Vendor: 00088 - NEBRASKA MUNICIPAL CLERKS' ASSOCIATION</b>         |                             |            |                                   |                |                  |
| NEBRASKA MUNICIPAL CLERKS'...   | FY22-23 BURBACH             | 10/03/2022 | MEMBERSHIP DUES - CHRIS BU...     | 111-52311-115  | 50.00            |
| NEBRASKA MUNICIPAL CLERKS'...   | FY22-23 WRIGHT              | 10/03/2022 | MEMBERSHIP DUES - KIMBERLE...     | 111-52311-115  | 150.00           |
| <b>Vendor 00088 - NEBRASKA MUNICIPAL CLERKS' ASSOCIATION Total:</b>   |                             |            |                                   |                | <b>200.00</b>    |
| <b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>                 |                             |            |                                   |                |                  |
| NEBRASKA PUBLIC POWER DIST...   | INV0010543                  | 09/30/2022 | LIFT STATION                      | 631-53531-631  | 155.02           |
| NEBRASKA PUBLIC POWER DIST...   | INV0010543                  | 09/30/2022 | SEWER PUMPS                       | 631-53531-631  | 11,427.35        |
| NEBRASKA PUBLIC POWER DIST...   | INV0010543                  | 09/30/2022 | WELLS                             | 641-53531-641  | 8,796.57         |
| NEBRASKA PUBLIC POWER DIST...   | INV0010543                  | 09/30/2022 | PUMPING POWER/WELLS               | 641-53531-641  | 4,738.23         |
| <b>Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:</b>           |                             |            |                                   |                | <b>25,117.17</b> |
| <b>Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC</b>       |                             |            |                                   |                |                  |
| OCLC ONLINE COMPUTER LIBR...  | 1000251396                  | 09/30/2022 | Contractual Services - cataloging | 111-53111-151  | 404.05           |
| <b>Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:</b> |                             |            |                                   |                | <b>404.05</b>    |
| <b>Vendor: 00815 - PANHANDLE AREA DEVELOPMENT DISTRICT</b>            |                             |            |                                   |                |                  |
| PANHANDLE AREA DEVELOPM...  | FY22/23                     | 10/03/2022 | FY 2022/2023 PADD MEMBERS...      | 111-52311-114  | 12,703.68        |
| <b>Vendor 00815 - PANHANDLE AREA DEVELOPMENT DISTRICT Total:</b>      |                             |            |                                   |                | <b>12,703.68</b> |
| <b>Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC</b>           |                             |            |                                   |                |                  |
| PANHANDLE ENVIRONMENTAL ...   | 2201007                     | 09/30/2022 | COLIFORM SAMPLES                  | 641-52117-641  | 100.00           |
| PANHANDLE ENVIRONMENTAL ...   | 2201022                     | 09/30/2022 | COLIFORM SAMPLES                  | 641-52117-641  | 100.00           |
| PANHANDLE ENVIRONMENTAL ...   | 2201048                     | 09/30/2022 | REGULATORY EFFLUENT SAMPLE        | 631-53111-631  | 112.00           |
| PANHANDLE ENVIRONMENTAL ...   | 2201059                     | 09/30/2022 | COLIFORM SAMPLES                  | 641-52117-641  | 100.00           |
| <b>Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:</b>     |                             |            |                                   |                | <b>412.00</b>    |
| <b>Vendor: 00017 - PANHANDLE HUMANE SOCIETY</b>                       |                             |            |                                   |                |                  |
| PANHANDLE HUMANE SOCIETY  | INV0010537                  | 10/03/2022 | CONTRACTUAL                       | 111-53111-142  | 5,656.07         |
| <b>Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:</b>                 |                             |            |                                   |                | <b>5,656.07</b>  |
| <b>Vendor: 09119 - PEACEFUL PRAIRIE NURSERY, INC</b>                  |                             |            |                                   |                |                  |
| PEACEFUL PRAIRIE NURSERY, I...  | 2220A                       | 09/30/2022 | DEPT SUPP PARK                    | 223-52111-171  | 4,004.00         |
| <b>Vendor 09119 - PEACEFUL PRAIRIE NURSERY, INC Total:</b>            |                             |            |                                   |                | <b>4,004.00</b>  |
| <b>Vendor: 10203 - PIVO, INC.</b>                                     |                             |            |                                   |                |                  |
| PIVO, INC.  | TIF HIGH PLAINS BUD 9-30-22 | 09/30/2022 | TIF - HIGH PLAINS BUDWEISER ...   | 321-57221-111  | 2,022.77         |
| PIVO, INC.  | TIF HIGH PLAINS BUD 9-30-22 | 09/30/2022 | TIF - HIGH PLAINS BUDWEISER ...   | 321-57222-111  | 4,517.45         |
| <b>Vendor 10203 - PIVO, INC. Total:</b>                               |                             |            |                                   |                | <b>6,540.22</b>  |
| <b>Vendor: 01276 - PLATTE VALLEY BANK</b>                             |                             |            |                                   |                |                  |
| PLATTE VALLEY BANK  | TIF FAIRFIELD INN 9-30-22   | 09/30/2022 | TIF - FAIRFIELD INN 9/30/22       | 321-57221-111  | 42,581.66        |
| PLATTE VALLEY BANK  | TIF FAIRFIELD INN 9-30-22   | 09/30/2022 | TIF - FAIRFIELD INN 9/30/22       | 321-57222-111  | 14,650.28        |
| PLATTE VALLEY BANK  | TIF MTL COMMODITY LAUNDR... | 09/30/2022 | TIF - MTL COMMODITY LAUND...      | 321-57222-111  | 641.92           |
| PLATTE VALLEY BANK  | TIF PVB ADD IMPR. 9-30-22   | 09/30/2022 | TIF PLATTE VALLEY ADD.IMPR R...   | 321-57221-111  | 3,354.88         |
| PLATTE VALLEY BANK  | TIF PVB ADD IMPR. 9-30-22   | 09/30/2022 | TIF PLATTE VALLEY ADD.IMPR R...   | 321-57222-111  | 8,565.30         |
| <b>Vendor 01276 - PLATTE VALLEY BANK Total:</b>                       |                             |            |                                   |                | <b>69,794.04</b> |
| <b>Vendor: 10341 - POMPS TIRE SERVICE INC</b>                         |                             |            |                                   |                |                  |
| POMPS TIRE SERVICE INC  | 1770001831                  | 09/30/2022 | Casing, Mnt-Dsmnt, Stem valve,... | 621-53451-621  | 2,539.12         |
| POMPS TIRE SERVICE INC  | 1770003339                  | 09/30/2022 | TIRE REPLACEMENT UNIT 032         | 641-53451-641  | 98.40            |
| <b>Vendor 10341 - POMPS TIRE SERVICE INC Total:</b>                   |                             |            |                                   |                | <b>2,637.52</b>  |
| <b>Vendor: 00471 - PRO OVERHEAD DOOR</b>                              |                             |            |                                   |                |                  |
| PRO OVERHEAD DOOR   | 4213                        | 09/30/2022 | GARAGE DOOR EVALUATION            | 641-53421-641  | 115.75           |
| <b>Vendor 00471 - PRO OVERHEAD DOOR Total:</b>                        |                             |            |                                   |                | <b>115.75</b>    |
| <b>Vendor: 00266 - QUILL CORPORATION</b>                              |                             |            |                                   |                |                  |
| QUILL CORPORATION   | 27525372                    | 09/30/2022 | TONER/PAPER TOWELS                | 111-52111-142  | 95.01            |

## Expense Approval Report

Post Dates: 9/30/2022 - 10/3/2022

| Vendor Name   | Payable Number | Post Date  | Description (Item)                | Account Number | Amount    |
|---|----------------|------------|-----------------------------------|----------------|-----------|
| QUILL CORPORATION   | 27525406       | 09/30/2022 | TONER/TISSUE                      | 111-52111-142  | 101.01    |
| QUILL CORPORATION   | 27761273       | 09/30/2022 | MEMBERSHIP RENEWAL                | 111-52311-142  | 69.99     |
| Vendor 00266 - QUILL CORPORATION Total:                                 |                |            |                                   |                | 266.01    |
| <b>Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.</b>                       |                |            |                                   |                |           |
| REAMS SPRINKLER SUPPLY CO.  | 0008079524-001 | 09/30/2022 | DEPT SUPP CEM                     | 213-52111-213  | 652.38    |
| REAMS SPRINKLER SUPPLY CO.  | 0008094860-001 | 09/30/2022 | GROUND MAINT PARK                 | 111-53471-171  | 1,274.49  |
| REAMS SPRINKLER SUPPLY CO.  | 0007565122-001 | 09/30/2022 | DEPT SUPP CEM                     | 213-52111-213  | 1,320.95  |
| Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:                        |                |            |                                   |                | 3,247.82  |
| <b>Vendor: 04089 - REGIONAL CARE INC</b>                                |                |            |                                   |                |           |
| REGIONAL CARE INC   | OCT 2022       | 10/03/2022 | HEALTH INS. PREMIUM - OCTO...     | 812-53861-112  | 41,510.85 |
| Vendor 04089 - REGIONAL CARE INC Total:                                 |                |            |                                   |                | 41,510.85 |
| <b>Vendor: 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION</b>                  |                |            |                                   |                |           |
| RIVERSIDE ZOOLOGICAL FOUN...  | INV0010538     | 10/03/2022 | CONTRACTUAL                       | 111-53111-172  | 75,000.00 |
| Vendor 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION Total:                   |                |            |                                   |                | 75,000.00 |
| <b>Vendor: 10235 - RUSSEL'S AUTOMOTIVE</b>                              |                |            |                                   |                |           |
| RUSSEL'S AUTOMOTIVE   | 169471         | 09/30/2022 | CAR 8-OIL CHANGE                  | 111-53451-142  | 67.25     |
| RUSSEL'S AUTOMOTIVE   | 169492         | 09/30/2022 | CAR 1-OIL CHANGE & AIR FILTER     | 111-53451-142  | 74.81     |
| RUSSEL'S AUTOMOTIVE   | 169523         | 09/30/2022 | CAR 15-OIL CHANGE/ROTATE TI...    | 111-53451-142  | 224.44    |
| RUSSEL'S AUTOMOTIVE   | 169549         | 09/30/2022 | CAR 15-BRAKES                     | 111-53451-142  | 586.05    |
| RUSSEL'S AUTOMOTIVE   | 169309         | 09/30/2022 | CAR 1-ALTERNATOR TEST             | 111-53451-142  | 60.35     |
| RUSSEL'S AUTOMOTIVE   | 169611         | 09/30/2022 | CAR 17-OIL CHANGE/AIR FILTER      | 111-53451-142  | 81.55     |
| RUSSEL'S AUTOMOTIVE   | 169631         | 09/30/2022 | CAR 9-REPAIR TIRE                 | 111-53451-142  | 18.00     |
| RUSSEL'S AUTOMOTIVE   | 169633         | 09/30/2022 | CAR 25-OIL CHANGE/TIRE PRESS..    | 111-53451-142  | 172.10    |
| RUSSEL'S AUTOMOTIVE   | 169705         | 09/30/2022 | CAR 8-OIL CHANGE/ROTATE TIR...    | 111-53451-142  | 117.47    |
| RUSSEL'S AUTOMOTIVE   | 169525         | 09/30/2022 | CAR 1-BRAKES                      | 111-53451-142  | 1,724.95  |
| Vendor 10235 - RUSSEL'S AUTOMOTIVE Total:                               |                |            |                                   |                | 3,126.97  |
| <b>Vendor: 01555 - SAFELITE FULFILLMENT, INC</b>                        |                |            |                                   |                |           |
| SAFELITE FULFILLMENT, INC   | 00638-127531   | 09/30/2022 | Stormwater vehicle windshield ... | 661-53451-661  | 157.98    |
| Vendor 01555 - SAFELITE FULFILLMENT, INC Total:                         |                |            |                                   |                | 157.98    |
| <b>Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC</b>                        |                |            |                                   |                |           |
| SCOTTSBLUFF MOTOR CO, INC   | SEP 22 HIDTA   | 09/30/2022 | HIDTA CAR LEASE                   | 218-52111-142  | 375.00    |
| Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:                         |                |            |                                   |                | 375.00    |
| <b>Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING &amp; EMBROIDERY, LLC</b> |                |            |                                   |                |           |
| SCOTTSBLUFF SCREENPRINTING...   | 3042393        | 09/30/2022 | DAVE ROTHERHAM - 50 YEAR P...     | 631-52111-631  | 35.00     |
| SCOTTSBLUFF SCREENPRINTING...   | 3042395        | 09/30/2022 | REC TECH POLOS                    | 111-52181-142  | 55.00     |
| Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:      |                |            |                                   |                | 90.00     |
| <b>Vendor: 10396 - SHARAYA TOOF</b>                                     |                |            |                                   |                |           |
| SHARAYA TOOF  | EXP 9/2022     | 09/30/2022 | LEAGUE CONF EXPENSE               | 224-53711-113  | 55.22     |
| Vendor 10396 - SHARAYA TOOF Total:                                      |                |            |                                   |                | 55.22     |
| <b>Vendor: 00684 - SHERIFF'S OFFICE</b>                                 |                |            |                                   |                |           |
| SHERIFF'S OFFICE  | 2202773        | 09/30/2022 | 22-01707                          | 111-53211-142  | 21.96     |
| SHERIFF'S OFFICE  | 2203077        | 09/30/2022 | 21-02642                          | 111-53211-142  | 33.84     |
| SHERIFF'S OFFICE  | 2203078        | 09/30/2022 | 21-02642                          | 111-53211-142  | 9.00      |
| SHERIFF'S OFFICE  | 2203112        | 09/30/2022 | CR22196-EXPUNGED                  | 111-53211-142  | 25.92     |
| SHERIFF'S OFFICE  | 2203146        | 09/30/2022 | 22-02622                          | 111-53211-142  | 25.92     |
| SHERIFF'S OFFICE  | 2203147        | 09/30/2022 | 22-02622                          | 111-53211-142  | 9.00      |
| SHERIFF'S OFFICE  | 2203156        | 09/30/2022 | 22-02622                          | 111-53211-142  | 8.64      |
| SHERIFF'S OFFICE  | 2203157        | 09/30/2022 | 22-02622                          | 111-53211-142  | 20.64     |
| SHERIFF'S OFFICE  | 2203158        | 09/30/2022 | 22-02622                          | 111-53211-142  | 9.00      |
| SHERIFF'S OFFICE  | 2203161        | 09/30/2022 | 22-02622                          | 111-53211-142  | 9.00      |
| SHERIFF'S OFFICE  | 2203162        | 09/30/2022 | 22-02622                          | 111-53211-142  | 21.96     |
| SHERIFF'S OFFICE  | 2203169        | 09/30/2022 | 22-02517                          | 111-53211-142  | 18.00     |
| SHERIFF'S OFFICE  | 2203170        | 09/30/2022 | 22-02517                          | 111-53211-142  | 9.00      |
| SHERIFF'S OFFICE  | 2203175        | 09/30/2022 | 22-02389                          | 111-53211-142  | 19.32     |
| SHERIFF'S OFFICE  | 2203176        | 09/30/2022 | 22-02389                          | 111-53211-142  | 25.92     |
| SHERIFF'S OFFICE  | 2203177        | 09/30/2022 | 22-02186                          | 111-53211-142  | 9.00      |
| SHERIFF'S OFFICE  | 2203178        | 09/30/2022 | 22-02186                          | 111-53211-142  | 33.84     |

## Expense Approval Report

Post Dates: 9/30/2022 - 10/3/2022

| Vendor Name  | Payable Number | Post Date  | Description (Item)              | Account Number | Amount          |
|--|----------------|------------|---------------------------------|----------------|-----------------|
| SHERIFF'S OFFICE   | 2203179        | 09/30/2022 | 22-02074                        | 111-53211-142  | 25.92           |
| SHERIFF'S OFFICE   | 2203180        | 09/30/2022 | 22-02074                        | 111-53211-142  | 9.00            |
| SHERIFF'S OFFICE   | 2203191        | 09/30/2022 | 22-02212                        | 111-53211-142  | 9.00            |
| SHERIFF'S OFFICE   | 2203192        | 09/30/2022 | 22-02212                        | 111-53211-142  | 21.96           |
| SHERIFF'S OFFICE   | 2203193        | 09/30/2022 | 22-02212                        | 111-53211-142  | 25.92           |
| SHERIFF'S OFFICE   | 2203194        | 09/30/2022 | 22-02212                        | 111-53211-142  | 9.00            |
| SHERIFF'S OFFICE   | 2203202        | 09/30/2022 | 22-02212                        | 111-53211-142  | 9.00            |
| SHERIFF'S OFFICE   | 2203203        | 09/30/2022 | 22-02212                        | 111-53211-142  | 25.92           |
| SHERIFF'S OFFICE   | 2203216        | 09/30/2022 | 22-01766                        | 111-53211-142  | 8.64            |
| SHERIFF'S OFFICE   | 2203222        | 09/30/2022 | 22-01766                        | 111-53211-142  | 24.60           |
| SHERIFF'S OFFICE   | 2203223        | 09/30/2022 | 22-01766                        | 111-53211-142  | 6.00            |
| <b>Vendor 00684 - SHERIFF'S OFFICE Total:</b>              |                |            |                                 |                | <b>484.92</b>   |
| <b>Vendor: 01031 - SIMON CONTRACTORS</b>                   |                |            |                                 |                |                 |
| SIMON CONTRACTORS  | 2896592        | 09/30/2022 | RECYCLED BASE GRAVEL            | 212-52171-212  | 518.16          |
| SIMON CONTRACTORS  | 2896850        | 09/30/2022 | SAND FOR BACKFILLING MAINT...   | 641-52111-641  | 308.46          |
| SIMON CONTRACTORS  | 2906590        | 09/30/2022 | CONCRETE FOR STREET REPAIR      | 212-53491-212  | 1,428.25        |
| <b>Vendor 01031 - SIMON CONTRACTORS Total:</b>             |                |            |                                 |                | <b>2,254.87</b> |
| <b>Vendor: 00513 - SNELL SERVICES INC.</b>                 |                |            |                                 |                |                 |
| SNELL SERVICES INC.  | 74311          | 09/30/2022 | DEPT SUPP ADM                   | 111-52111-111  | 48.00           |
| <b>Vendor 00513 - SNELL SERVICES INC. Total:</b>           |                |            |                                 |                | <b>48.00</b>    |
| <b>Vendor: 09821 - STARR LEHL</b>                          |                |            |                                 |                |                 |
| STARR LEHL   | EXP 9/2022     | 09/30/2022 | LEAGUE CONF EXPENSE             | 224-53711-113  | 148.97          |
| <b>Vendor 09821 - STARR LEHL Total:</b>                    |                |            |                                 |                | <b>148.97</b>   |
| <b>Vendor: 00054 - STATE HEALTH LAB</b>                    |                |            |                                 |                |                 |
| STATE HEALTH LAB   | 556254         | 09/30/2022 | REGULATORY WATER SAMPLES        | 641-52117-641  | 1,405.00        |
| <b>Vendor 00054 - STATE HEALTH LAB Total:</b>              |                |            |                                 |                | <b>1,405.00</b> |
| <b>Vendor: 09542 - SUBWAY 6906</b>                         |                |            |                                 |                |                 |
| SUBWAY 6906  | 195428         | 09/30/2022 | RECRUITMENT                     | 111-53913-112  | 56.70           |
| <b>Vendor 09542 - SUBWAY 6906 Total:</b>                   |                |            |                                 |                | <b>56.70</b>    |
| <b>Vendor: 01325 - THE PEAVEY CORP</b>                     |                |            |                                 |                |                 |
| THE PEAVEY CORP  | 393142         | 09/30/2022 | EVID BAGS                       | 111-52163-142  | 32.00           |
| THE PEAVEY CORP  | 393554         | 09/30/2022 | EVID BAGS                       | 111-52163-142  | 23.00           |
| THE PEAVEY CORP  | 393795         | 09/30/2022 | DRUG KITS                       | 111-52163-142  | 315.33          |
| <b>Vendor 01325 - THE PEAVEY CORP Total:</b>               |                |            |                                 |                | <b>370.33</b>   |
| <b>Vendor: 05087 - TRAFFIC PARTS, INC</b>                  |                |            |                                 |                |                 |
| TRAFFIC PARTS, INC   | 534702         | 09/30/2022 | LEDS FOR TRAFFIC SIGNALS        | 212-52111-212  | 2,717.26        |
| <b>Vendor 05087 - TRAFFIC PARTS, INC Total:</b>            |                |            |                                 |                | <b>2,717.26</b> |
| <b>Vendor: 10383 - U AND U TRUCKING LLC</b>                |                |            |                                 |                |                 |
| U AND U TRUCKING LLC                                       | 317045         | 09/30/2022 | Recycling semi load to Denver   | 621-53111-621  | 1,102.00        |
| <b>Vendor 10383 - U AND U TRUCKING LLC Total:</b>          |                |            |                                 |                | <b>1,102.00</b> |
| <b>Vendor: 06358 - UNDERWRITERS LABORATORIES INC</b>       |                |            |                                 |                |                 |
| UNDERWRITERS LABORATORIES...                               | 72020488068    | 09/30/2022 | GROUND AND AERIAL LADDER ...    | 111-53441-141  | 2,572.45        |
| <b>Vendor 06358 - UNDERWRITERS LABORATORIES INC Total:</b> |                |            |                                 |                | <b>2,572.45</b> |
| <b>Vendor: 09840 - UNITED STATES WELDING</b>               |                |            |                                 |                |                 |
| UNITED STATES WELDING                                      | 30391750       | 09/30/2022 | CO2 Tank Rental                 | 621-53111-621  | 51.06           |
| <b>Vendor 09840 - UNITED STATES WELDING Total:</b>         |                |            |                                 |                | <b>51.06</b>    |
| <b>Vendor: 01217 - US BANK</b>                             |                |            |                                 |                |                 |
| US BANK  | 227083         | 09/30/2022 | Membership - American Planni... | 111-52311-121  | 707.00          |
| <b>Vendor 01217 - US BANK Total:</b>                       |                |            |                                 |                | <b>707.00</b>   |
| <b>Vendor: 08828 - US BANK</b>                             |                |            |                                 |                |                 |
| US BANK  | 2473988        | 09/30/2022 | TOURNIQUETS                     | 111-52111-141  | 57.98           |
| US BANK  | 2250971946     | 09/30/2022 | ADOBE - ACROBAT PRO (CAMI &..   | 111-52111-111  | 398.82          |
| US BANK  | INV0010549     | 09/30/2022 | School & Conference             | 111-53711-151  | 499.00          |
| US BANK  | INV0010550     | 09/30/2022 | School & Conference             | 111-53711-151  | 280.00          |
| US BANK  | INV0010547     | 09/30/2022 | Programming                     | 111-52223-151  | 8.48            |
| US BANK  | INV0010551     | 09/30/2022 | School & Conference             | 111-53711-151  | 415.00          |

## Expense Approval Report

Post Dates: 9/30/2022 - 10/3/2022

| Vendor Name  | Payable Number      | Post Date  | Description (Item)              | Account Number | Amount              |
|--|---------------------|------------|---------------------------------|----------------|---------------------|
| US BANK  | 54307               | 09/30/2022 | SCHOOL & CONF ED                | 224-53711-113  | 96.00               |
| US BANK  | INV0010548          | 09/30/2022 | Programming                     | 111-52223-151  | 43.00               |
| US BANK  | UNO 1846155         | 09/30/2022 | GREAT PLAINS GOV. FINANCE C...  | 111-53711-111  | 125.00              |
| US BANK  | SEPTEMBER 2022 WW C | 09/30/2022 | WW OPERATOR CERTIFICATION...    | 631-59211-631  | 150.00              |
| US BANK  | SEPTEMBER 2022 WW R | 09/30/2022 | WW OPERATOR CERTIFICATION...    | 631-59211-631  | 150.00              |
| US BANK  | 9-13-22 SAFESEND    | 09/30/2022 | PAPERLESS 10 KEY                | 111-52111-111  | 70.00               |
| US BANK  | AMAZON.9.22         | 09/30/2022 | IPAD CASES                      | 212-52111-212  | 96.27               |
| US BANK  | 2263993864          | 09/30/2022 | ADOBE - ACROBAT PRO (LOGAN...   | 111-52111-121  | 175.50              |
| US BANK  | 2263993864          | 09/30/2022 | ADOBE - ACROBAT PRO (LOGAN...   | 661-52111-661  | 175.49              |
| US BANK  | 729498 GFOA         | 09/30/2022 | GFOA WEBINAR - GAAP UPDATE      | 111-53711-111  | 135.00              |
| US BANK  | MARRIOTT - COLWELL  | 09/30/2022 | LEAGUE CONF - JORDAN COLW...    | 111-53711-113  | 266.18              |
| US BANK  | MARRIOTT 58360      | 09/30/2022 | LEAGUE CONF - STARR LEHL        | 224-53711-113  | 324.00              |
| US BANK  | MARRIOTT TOOF       | 09/30/2022 | LEAGUE CONF - SHARAYA TOOF      | 111-53711-113  | 19.00               |
| US BANK  | MARRIOTT TOOF       | 09/30/2022 | LEAGUE CONF - SHARAYA TOOF      | 224-53711-113  | 288.00              |
| US BANK  | HOBBY.LOBBY.9.22    | 09/30/2022 | FILM FOR BRIDGE LIGHTS          | 212-52111-212  | 13.98               |
| US BANK  | 69129077-1          | 09/30/2022 | HOTEL FOR IAAI CONFERENCE - ... | 111-53711-141  | 448.28              |
| US BANK  | 94746456-1          | 09/30/2022 | HOTEL FOR IAAI CONFERENCE - ... | 111-53711-141  | 448.28              |
| US BANK  | ADOBE DS            | 09/30/2022 | ADOBE CREATIVE CLOUD - DS       | 111-52111-121  | 599.88              |
| <b>Vendor 08828 - US BANK Total:</b>                               |                     |            |                                 |                | <b>5,283.14</b>     |
| <b>Vendor: 01544 - VAN PELT FENCING CO, INC</b>                    |                     |            |                                 |                |                     |
| VAN PELT FENCING CO, INC   | 9694                | 09/30/2022 | REMOTE OPENERS FOR GATE         | 212-52111-212  | 206.00              |
| <b>Vendor 01544 - VAN PELT FENCING CO, INC Total:</b>              |                     |            |                                 |                | <b>206.00</b>       |
| <b>Vendor: 02798 - VINCE KELLEY</b>                                |                     |            |                                 |                |                     |
| VINCE KELLEY   | INV0010559          | 10/03/2022 | SCHOOL & CONF CEM               | 213-53711-213  | 193.00              |
| <b>Vendor 02798 - VINCE KELLEY Total:</b>                          |                     |            |                                 |                | <b>193.00</b>       |
| <b>Vendor: 00022 - WALMART</b>                                     |                     |            |                                 |                |                     |
| WALMART  | 05121               | 09/30/2022 | Programming                     | 111-52223-151  | 694.88              |
| WALMART  | 02671               | 09/30/2022 | Equipment Maintenance           | 111-53441-151  | 64.32               |
| WALMART  | 06512               | 09/30/2022 | Programming                     | 111-52223-151  | 24.88               |
| WALMART  | 07059               | 09/30/2022 | Lysol, toilet bowl cleaner      | 621-52111-621  | 14.72               |
| WALMART  | 07491-22            | 09/30/2022 | DETERGENT                       | 111-52111-141  | 25.52               |
| WALMART  | 05068-22            | 09/30/2022 | Programming                     | 111-52223-151  | 15.82               |
| <b>Vendor 00022 - WALMART Total:</b>                               |                     |            |                                 |                | <b>840.14</b>       |
| <b>Vendor: 00262 - WESTERN NE COMMUNITY COLLEGE</b>                |                     |            |                                 |                |                     |
| WESTERN NE COMMUNITY COL...  | 6151                | 09/30/2022 | TRAINING FOR CDL                | 212-53711-212  | 2,400.00            |
| <b>Vendor 00262 - WESTERN NE COMMUNITY COLLEGE Total:</b>          |                     |            |                                 |                | <b>2,400.00</b>     |
| <b>Vendor: 08851 - WHITING SIGNS</b>                               |                     |            |                                 |                |                     |
| WHITING SIGNS  | 3979                | 09/30/2022 | CAR 10-REPLACE DECALS/WRAP      | 111-53451-142  | 1,000.00            |
| <b>Vendor 08851 - WHITING SIGNS Total:</b>                         |                     |            |                                 |                | <b>1,000.00</b>     |
| <b>Vendor: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT</b>       |                     |            |                                 |                |                     |
| ZM LUMBER CO CAPITAL ONE T...                                      | A19132              | 09/30/2022 | GROUND MAINT PARK               | 111-53471-171  | 70.90               |
| ZM LUMBER CO CAPITAL ONE T...                                      | A19496              | 09/30/2022 | GROUND MAINT PARK               | 111-53471-171  | 38.19               |
| ZM LUMBER CO CAPITAL ONE T...                                      | A20008              | 09/30/2022 | DEPT SUPP PARK                  | 111-52111-171  | 5.99                |
| <b>Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total:</b> |                     |            |                                 |                | <b>115.08</b>       |
| <b>Grand Total:</b>  |                     |            |                                 |                | <b>1,910,589.29</b> |

## Report Summary

## Fund Summary

| Fund                         | Expense Amount      |
|------------------------------|---------------------|
| 111 - GENERAL                | 558,589.56          |
| 212 - STREETS                | 103,962.58          |
| 213 - CEMETERY               | 12,759.53           |
| 218 - PUBLIC SAFETY          | 9,305.50            |
| 223 - KENO                   | 4,004.00            |
| 224 - ECONOMIC DEVELOPMENT   | 501,815.62          |
| 321 - CRA                    | 241,225.79          |
| 621 - ENVIRONMENTAL SERVICES | 111,929.99          |
| 631 - WASTEWATER             | 127,674.72          |
| 641 - WATER                  | 172,731.63          |
| 661 - STORMWATER             | 639.40              |
| 721 - GIS SERVICES           | 15,260.12           |
| 812 - HEALTH INSURANCE       | 50,690.85           |
| <b>Grand Total:</b>          | <b>1,910,589.29</b> |

## Account Summary

| Account Number | Account Name           | Expense Amount |
|----------------|------------------------|----------------|
| 111-51261-111  | WORKERS COMPENSATI...  | 587.63         |
| 111-51261-121  | WORKERS COMPENSATI...  | 3,437.85       |
| 111-51261-141  | WORKERS COMPENSATI...  | 49,869.46      |
| 111-51261-142  | WORKERS COMPENSATI...  | 91,968.23      |
| 111-51261-151  | WORKERS COMPENSATI...  | 477.04         |
| 111-51261-171  | WORKERS COMPENSATI...  | 10,068.61      |
| 111-51261-172  | WORKERS COMPENSATI...  | 1,352.46       |
| 111-52111-111  | DEPARTMENT SUPPLIES    | 1,456.99       |
| 111-52111-121  | DEPARTMENT SUPPLIES    | 1,091.25       |
| 111-52111-141  | DEPARTMENT SUPPLIES    | 1,716.56       |
| 111-52111-142  | DEPARTMENT SUPPLIES    | 251.98         |
| 111-52111-151  | DEPARTMENT SUPPLIES    | 4,128.05       |
| 111-52111-171  | DEPARTMENT SUPPLIES    | 853.43         |
| 111-52111-172  | DEPARTMENT SUPPLIES    | 252.46         |
| 111-52121-151  | JANITORIAL SUPPLIES    | 405.60         |
| 111-52163-142  | INVESTIGATIVE EXPENSES | 370.33         |
| 111-52181-142  | UNIFORMS & CLOTHING    | 55.00          |
| 111-52222-151  | COLLECTIONS            | 5,855.30       |
| 111-52223-151  | PROGRAMMING            | 846.75         |
| 111-52311-113  | MEMBERSHIPS            | 1,652.00       |
| 111-52311-114  | MEMBERSHIPS            | 12,703.68      |
| 111-52311-115  | MEMBERSHIPS            | 200.00         |
| 111-52311-121  | MEMBERSHIPS            | 707.00         |
| 111-52311-142  | MEMBERSHIPS            | 69.99          |
| 111-52311-171  | MEMBERSHIPS            | 10.00          |
| 111-52411-142  | POSTAGE                | 19.00          |
| 111-53111-111  | CONTRACTUAL SERVICES   | 435.50         |
| 111-53111-115  | CONTRACTUAL SERVICES   | 1,400.00       |
| 111-53111-121  | CONTRACTUAL SERVICES   | 1,556.00       |
| 111-53111-142  | CONTRACTUAL SERVICES   | 6,536.07       |
| 111-53111-151  | CONTRACTUAL SERVICES   | 789.12         |
| 111-53111-171  | CONTRACTUAL SERVICES   | 1,200.00       |
| 111-53111-172  | CONTRACTUAL SERVICES   | 76,000.00      |
| 111-53121-142  | CONSULTING SERVICES    | 22.03          |
| 111-53211-142  | LEGAL FEES             | 484.92         |
| 111-53421-141  | BUILDING MAINTENANCE   | 2,115.50       |
| 111-53421-142  | BUILDING MAINTENANCE   | 659.50         |
| 111-53441-111  | EQUIPMENT MAINTENAN... | 1,285.59       |
| 111-53441-141  | EQUIPMENT MAINTENAN... | 2,572.45       |
| 111-53441-142  | EQUIPMENT MAINTENAN... | 114.63         |

## Account Summary

| Account Number | Account Name           | Expense Amount |
|----------------|------------------------|----------------|
| 111-53441-151  | EQUIPMENT MAINTENAN... | 1,372.94       |
| 111-53441-171  | EQUIPMENT MAINTENAN... | 849.30         |
| 111-53441-172  | EQUIPMENT MAINTENAN... | 285.25         |
| 111-53451-141  | VEHICLE MAINTENANCE    | 1,216.00       |
| 111-53451-142  | VEHICLE MAINTENANCE    | 4,126.97       |
| 111-53471-171  | GROUNDS MAINTENANCE    | 16,605.56      |
| 111-53521-111  | HEATING FUEL           | 40.65          |
| 111-53521-141  | HEATING FUEL           | 37.12          |
| 111-53521-142  | HEATING FUEL           | 72.15          |
| 111-53521-151  | HEATING FUEL           | 78.89          |
| 111-53521-171  | HEATING FUEL           | 68.77          |
| 111-53521-172  | HEATING FUEL           | 98.70          |
| 111-53561-111  | PHONE & INTERNET       | 5.75           |
| 111-53561-112  | PHONE & INTERNET       | 4.39           |
| 111-53561-114  | PHONE & INTERNET       | 0.53           |
| 111-53561-115  | PHONE & INTERNET       | 0.98           |
| 111-53561-121  | PHONE & INTERNET       | 6.10           |
| 111-53561-141  | PHONE & INTERNET       | 8.10           |
| 111-53561-142  | PHONE & INTERNET       | 1,509.96       |
| 111-53561-151  | PHONE & INTERNET       | 15.36          |
| 111-53561-171  | PHONE & INTERNET       | 2.35           |
| 111-53561-172  | PHONE & INTERNET       | 2.46           |
| 111-53711-111  | SCHOOL & CONFERENCE    | 260.00         |
| 111-53711-112  | SCHOOL & CONFERENCE    | 108.38         |
| 111-53711-113  | SCHOOL & CONFERENCE    | 415.54         |
| 111-53711-141  | SCHOOL & CONFERENCE    | 896.56         |
| 111-53711-142  | SCHOOL & CONFERENCE    | 2,086.85       |
| 111-53711-151  | SCHOOL & CONFERENCE    | 1,249.00       |
| 111-53821-111  | PROP & EQUIP INSURANCE | 6,485.81       |
| 111-53821-141  | PROP & EQUIP INSURANCE | 4,116.94       |
| 111-53821-142  | PROP & EQUIP INSURANCE | 6,242.36       |
| 111-53821-151  | PROP & EQUIP INSURANCE | 22,017.09      |
| 111-53821-171  | PROP & EQUIP INSURANCE | 39,288.25      |
| 111-53831-111  | LIABILITY INSURANCE    | 24,418.30      |
| 111-53831-121  | LIABILITY INSURANCE    | 23,356.04      |
| 111-53831-141  | LIABILITY INSURANCE    | 10,240.25      |
| 111-53831-142  | LIABILITY INSURANCE    | 55,597.04      |
| 111-53831-151  | LIABILITY INSURANCE    | 3,992.61       |
| 111-53831-171  | LIABILITY INSURANCE    | 6,634.74       |
| 111-53831-172  | LIABILITY INSURANCE    | 2,791.60       |
| 111-53841-111  | VEHICLE INSURANCE      | 502.00         |
| 111-53841-121  | VEHICLE INSURANCE      | 385.24         |
| 111-53841-141  | VEHICLE INSURANCE      | 15,270.15      |
| 111-53841-142  | VEHICLE INSURANCE      | 12,823.86      |
| 111-53841-171  | VEHICLE INSURANCE      | 7,368.01       |
| 111-53913-112  | RECRUITMENT            | 56.70          |
| 212-51261-212  | WORKERS COMPENSATI...  | 17,731.68      |
| 212-52111-212  | DEPARTMENT SUPPLIES    | 16,154.40      |
| 212-52171-212  | STREET REPAIR SUPPLIES | 1,088.46       |
| 212-52411-212  | POSTAGE                | 13.19          |
| 212-52531-212  | OIL & ANTIFREEZE       | 845.86         |
| 212-53111-212  | CONTRACTUAL SERVICES   | 30.90          |
| 212-53441-212  | EQUIPMENT MAINTENAN... | 3,227.28       |
| 212-53491-212  | STREET MAINTENANCE     | 10,308.50      |
| 212-53521-212  | HEATING FUEL           | 189.17         |
| 212-53561-212  | PHONE & INTERNET       | 6.80           |
| 212-53711-212  | SCHOOL & CONFERENCE    | 2,400.00       |
| 212-53821-212  | PROP & EQUIP INSURANCE | 20,894.70      |

**Account Summary**

| <b>Account Number</b> | <b>Account Name</b>       | <b>Expense Amount</b> |
|-----------------------|---------------------------|-----------------------|
| 212-53831-212         | LIABILITY INSURANCE       | 15,635.84             |
| 212-53841-212         | VEHICLE INSURANCE         | 15,435.80             |
| 213-51261-213         | WORKERS COMPENSATI...     | 3,751.21              |
| 213-52111-213         | DEPARTMENT SUPPLIES       | 2,054.81              |
| 213-53211-213         | LEGAL FEES                | 225.00                |
| 213-53441-213         | EQUIPMENT MAINTENAN...    | 1,362.74              |
| 213-53561-213         | PHONE & INTERNET          | 6.82                  |
| 213-53711-213         | SCHOOL & CONFERENCE       | 193.00                |
| 213-53821-213         | PROP & EQUIP INSURANCE    | 2,689.63              |
| 213-53831-213         | LIABILITY INSURANCE       | 1,571.42              |
| 213-53841-213         | VEHICLE INSURANCE         | 904.90                |
| 218-52111-142         | DEPARTMENT SUPPLIES       | 375.00                |
| 218-54411-142         | EQUIPMENT                 | 8,930.50              |
| 223-52111-171         | DEPARTMENT SUPPLIES       | 4,004.00              |
| 224-51261-113         | WORKERS COMPENSATI...     | 194.60                |
| 224-53111-113         | CONTRACTUAL SERVICES      | 700.00                |
| 224-53561-113         | PHONE & INTERNET          | 8.83                  |
| 224-53711-113         | SCHOOL & CONFERENCE       | 912.19                |
| 224-59111-114         | ECONOMIC DEVELOPME...     | 500,000.00            |
| 321-57221-111         | TIF PASS THRU - PRINCIPAL | 128,611.13            |
| 321-57222-111         | TIF PASS THRU - INTEREST  | 112,614.66            |
| 621-51261-621         | WORKERS COMPENSATI...     | 28,049.79             |
| 621-52111-621         | DEPARTMENT SUPPLIES       | 1,148.19              |
| 621-53111-621         | CONTRACTUAL SERVICES      | 6,176.32              |
| 621-53193-621         | DISPOSAL FEES             | 1,283.30              |
| 621-53451-621         | VEHICLE MAINTENANCE       | 2,539.12              |
| 621-53521-621         | HEATING FUEL              | 38.77                 |
| 621-53561-621         | PHONE & INTERNET          | 2.11                  |
| 621-53821-621         | PROP & EQUIP INSURANCE    | 25,538.99             |
| 621-53831-621         | LIABILITY INSURANCE       | 12,673.19             |
| 621-53841-621         | VEHICLE INSURANCE         | 25,783.21             |
| 621-54411-621         | EQUIPMENT                 | 8,697.00              |
| 631-51261-631         | WORKERS COMPENSATI...     | 8,910.10              |
| 631-52111-631         | DEPARTMENT SUPPLIES       | 613.14                |
| 631-53111-631         | CONTRACTUAL SERVICES      | 112.00                |
| 631-53431-631         | ELECTRICAL MAINTENAN...   | 194.56                |
| 631-53441-631         | EQUIPMENT MAINTENAN...    | 1,292.87              |
| 631-53531-631         | ELECTRIC POWER            | 11,582.37             |
| 631-53561-631         | PHONE & INTERNET          | 1.89                  |
| 631-53821-631         | PROP & EQUIP INSURANCE    | 78,040.56             |
| 631-53831-631         | LIABILITY INSURANCE       | 15,447.48             |
| 631-53841-631         | VEHICLE INSURANCE         | 11,179.75             |
| 631-59211-631         | LICENSE/PERMITS           | 300.00                |
| 641-51261-641         | WORKERS COMPENSATI...     | 10,618.65             |
| 641-52111-641         | DEPARTMENT SUPPLIES       | 10,278.94             |
| 641-52117-641         | SAMPLES                   | 1,705.00              |
| 641-52411-641         | POSTAGE                   | 435.00                |
| 641-52611-641         | CHEMICALS                 | 861.54                |
| 641-53421-641         | BUILDING MAINTENANCE      | 115.75                |
| 641-53451-641         | VEHICLE MAINTENANCE       | 231.48                |
| 641-53521-641         | HEATING FUEL              | 140.99                |
| 641-53531-641         | ELECTRIC POWER            | 13,534.80             |
| 641-53561-641         | PHONE & INTERNET          | 5.24                  |
| 641-53821-641         | PROP & EQUIP INSURANCE    | 37,331.02             |
| 641-53831-641         | LIABILITY INSURANCE       | 11,867.49             |
| 641-53841-641         | VEHICLE INSURANCE         | 4,596.95              |
| 641-54311-641         | STRUCTURES                | 81,008.78             |
| 661-52111-661         | DEPARTMENT SUPPLIES       | 175.49                |



**Account Summary**

| Account Number      | Account Name          | Expense Amount      |
|---------------------|-----------------------|---------------------|
| 661-53451-661       | VEHICLE MAINTENANCE   | 157.98              |
| 661-53561-661       | PHONE & INTERNET      | 1.21                |
| 661-53841-661       | VEHICLE INSURANCE     | 304.72              |
| 721-51261-721       | WORKERS COMPENSATI... | 49.69               |
| 721-52111-721       | DEPARTMENT SUPPLIES   | 209.96              |
| 721-53111-721       | CONTRACTUAL SERVICES  | 15,000.00           |
| 721-53561-721       | PHONE & INTERNET      | 0.47                |
| 812-53111-112       | CONTRACTUAL SERVICES  | 9,180.00            |
| 812-53861-112       | PREMIUM EXPENSE       | 41,510.85           |
| <b>Grand Total:</b> |                       | <b>1,910,589.29</b> |

**Project Account Summary**

| Project Account Key | Expense Amount      |
|---------------------|---------------------|
| **None**            | 1,593,987.29        |
| 2147853111          | 75,000.00           |
| 21852111142         | 375.00              |
| 3121757221          | 13,724.73           |
| 3121757222          | 6,845.62            |
| 3121857221          | 42,581.66           |
| 3121857222          | 14,650.28           |
| 3122057221          | 66,927.09           |
| 3122057222          | 23,929.71           |
| 3122257221          | 3,354.88            |
| 3122257222          | 8,565.30            |
| 3122357222          | 29,607.04           |
| 3122457221          | 2,022.77            |
| 3122457222          | 4,517.45            |
| 3122657222          | 23,857.34           |
| 3122857222          | 641.92              |
| 6002053561          | 1.21                |
| <b>Grand Total:</b> | <b>1,910,589.29</b> |

## UB REFUNDS 10-3-22

| Account #          | Contact                                  | Service Address                        | Refund Amount |
|--------------------|--|--|---------------|
| <u>040-2542-05</u> | FOSTER CARE CLOSET                       | 1818 1/2 BROADWAY SCOTTSBLUFF NE 69361 | 10.02         |
| <u>010-2266-10</u> | ALLY PROPERTY MANAGEMENT                 | 2605 AVE F SCOTTSBLUFF NE 69361        | 2.21          |
| <u>065-0638-04</u> | DONNA LINE                               | 731 E 38TH ST SCOTTSBLUFF NE 69361     | 9.68          |
| <u>015-4881-09</u> | ALLY PROPERTY MANAGEMENT AND REAL ESTATE | 504 W 42ND ST SCOTTSBLUFF NE 69361     | 8.45          |
| <u>015-1992-02</u> | GARY HUTZEL                              | 2709 W 42ND ST SCOTTSBLUFF NE 69361    | 13.23         |
| <u>070-3883-02</u> | BRANDT RENTALS MARTIN BRANDT             | 2701 5TH AVE SCOTTSBLUFF NE 69361      | 5.14          |
| 6                  |  |  | \$48.73       |

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Pub. Hear.1**

**Council to conduct a public hearing set for this date at 6:00 p.m. to consider the One- and Six-Year Street Improvement Plan.**

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

# Agenda Statement

Item No.

For Meeting of: October 3, 2022

**AGENDA TITLE:** Public hearing regarding the One & Six Year Street Improvement Plan at 6:00 P.M.

**SUBMITTED BY:** Mark Bohl, Director of Public Works

**PRESENTATION BY:** Mark Bohl, Director of Public Works

**SUMMARY EXPLANATION:** Council has scheduled a public hearing for 6:00 P.M. on October 3, 2022 concerning the proposed One & Six Year Street Improvement Plan. The attached documents describe the plan as it relates to ongoing, projected and long range street projects. Nebraska statues require each municipality to develop and file with the Board of Public Roads Classifications and Standards, a long range, six year plan of highway, road and street improvements. Also the resolution needs to be passed and approved for the state.

**BOARD/COMMISSION RECOMMENDATION:** Council review the One & Six Year Street Plan and approved adoption of the plan as presented.

**STAFF RECOMMENDATION:** City council conduct a public hearing pursuant to standard policy and procedure. Approve the Resolution and Annual Certification of Program Compliance.

---

## EXHIBITS

Resolution    ☒ Ordinance    Contract    Minutes    Plan/Map

Other (specify) ☒ **Summary, Map**

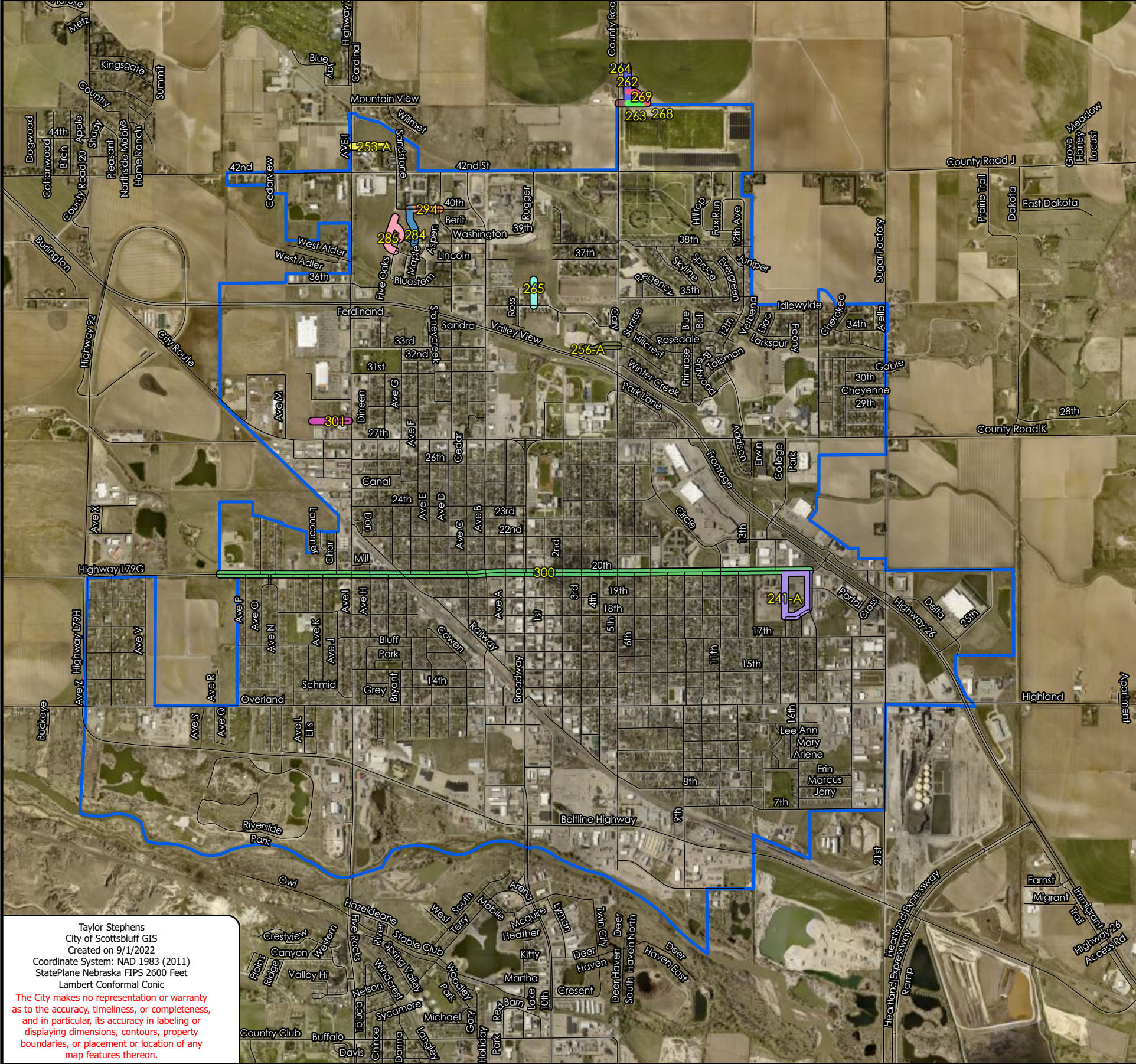
**Notification List:** Yes    No    Further Instructions

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

---



# Transportation Summary Map 2023



Taylor Stephens  
City of Scottsbluff GIS  
Created on 9/1/2022  
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.

## One & Six Year Plan

| PRIORITY           | PROJECT #     | DESCRIPTION  | ESTIMATED COST |
|--------------------|---------------|--|----------------|
| 1                  | M-536(301)    | New street development, 28th St. from Ave. K to Avenue I.  | \$420,000      |
| 1 Year↑<br>6 Year↓ |               |  |                |
| 2                  | M-536(300)    | 20th St. from Cleveland Field east to 17th Avenue. Mill & overlay with pavement markings and curb work.  | \$3,500,000    |
| 3                  | M-536 (294)   | Residential Development, 40th Street from Avenue D to Avenue F; pave 12' width 250' to intersection  | \$60,000       |
| 4                  | M-536 (284)   | Residential development, Five Oaks street network construction, Mulberry from 38th to 40th Street.   | \$47,000       |
| 5                  | M-536 (262)   | Residential development, Northridge Subdivision street network construction, Competition Ave. from Champion Ave. north to Trophy Rd. 700' (5th Avenue and 42nd Street) | \$88,000       |
| 6                  | M-536 (253-A) | Sandstone Estates north of 42nd St. Pave from Avenue I east 700' to existing Sandstone Drive.  | \$100,000      |
| 7                  | M-536 (263)   | Residential development, Northridge Subdivision street network construction, Champion Ave. from 5th Ave. east to Competition Ave., 150'                                | \$19,000       |
| 8                  | M-536 (264)   | Residential development, Northridge Subdivision street network construction, Trophy Road from 5th Ave. east to Competition Ave. 150'                                   | \$19,000       |
| 9                  | M-536 (265)   | Extend 35th Street north to Sitzman Townhouse Development Cul-de-sac, 500'   | \$63,000       |
| 10                 | M-536 (256-A) | Valley View Drive west of 5th Avenue additional 600' paving  | \$75,000       |
| 11                 | M-536 (241-A) | Residential development, street network construction south of 20th Street & 17th Ave   | \$180,000      |
| 12                 | M-536 (268)   | Residential development, street network Champion Ave. from Competition Ave. east to Inspiration Drive  | \$25,000       |
| 13                 | M-536 (269)   | Residential development, street network Inspiration Drive from Competition east 500' to Champion Avenue  | \$63,000       |
| 15                 | M-536 (285)   | Residential development, Five Oaks street network construction, Sagebrush to 40th Street west and 38th Street to 40th Street east.                                     | \$88,000       |
| TOTAL:             |               |  | \$4,747,000    |

### Legend

- Corporate Limits
- Street Centerlines



## SUMMARY OF 2023 ONE AND SIX YEAR PLAN

| PRIORITY PROJECT # |               | DESCRIPTION  | ESTIMATED COST |           | ONE YEAR PLAN |
|--------------------|---------------|--|----------------|-----------|---------------|
| 1                  | M-536(301)    | New street development, 28th St. from Ave. K to Avenue I.  | \$             | 420,000   |               |
| 2                  | M-536(300)    | 20th St. from Cleveland Field east to 17th Avenue. Mill & overlay with pavement markings and curb work.  | \$             | 3,500,000 |               |
| 3                  | M-536 (294)   | Residential Development, 40th Street from Avenue D to Avenue F; pave 12' width 250' to intersection  | \$             | 60,000    |               |
| 4                  | M-536 (284)   | Residential development, Five Oaks street network construction, Mulberry from 38th to 40th Street.   | \$             | 47,000    |               |
| 5                  | M-536 (262)   | Residential development, Northridge Subdivision street network construction, Competition Ave. from Champion Ave. north to Trophy Rd. 700' (5th Avenue and 42nd Street) | \$             | 88,000    |               |
| 6                  | M-536 (253-A) | Sandstone Estates north of 42nd St. Pave from Avenue I east 700' to existing Sandstone Drive.  | \$             | 100,000   |               |
| 7                  | M-536 (263)   | Residential development, Northridge Subdivision street network construction, Champion Ave. from 5th Ave. east to Competition Ave., 150'                                | \$             | 19,000    |               |
| 8                  | M-536 (264)   | Residential development, Northridge Subdivision street network construction, Trophy Road from 5th Ave. east to Competition Ave. 150'                                   | \$             | 19,000    |               |
| 9                  | M-536 (265)   | Extend 35th Street north to Sitzman Townhouse Development Cul-de-sac, 500'   | \$             | 63,000    |               |
| 10                 | M-536 (256-A) | Valley View Drive west of 5th Avenue additional 600' paving  | \$             | 75,000    |               |
| 11                 | M-536 (241-A) | Residential development, street network construction south of 20th Street & 17th Ave   | \$             | 180,000   |               |

SIX

YEAR

|                                |             |  |    |           |             |
|--------------------------------|-------------|--|----|-----------|-------------|
| 12                             | M-536 (268) | Residential development, street network<br>Champion Ave. from Competition Ave. east to<br>Inspiration Drive                              | \$ | 25,000    | <b>PLAN</b> |
| 13                             | M-536 (269) | Residential development, street network<br>Inspiration Drive from Competition east 500' to<br>Champion Avenue                            | \$ | 63,000    |             |
| 14                             | M-536 (285) | Residential development, Five Oaks street network<br>construction, Sagebrush to 40th Street west and<br>38th Street to 40th Street east. | \$ | 88,000    |             |
| <b>TOTAL FOR SIX YEAR PLAN</b> |             |  | \$ | 4,747,000 |             |

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Pub. Hear.2**

**Council to conduct a public hearing set for this date at 6:00 p.m. to consider the Rezone of Lots 1-2 & 5-9 of Block 3, Lots 1-3 of Block 6, Lots 1-7 of Block 7, and Tract C, Hilltop Estates Subdivision.**

**Staff Contact: Zachary Glaubius, Planning Administrator**



## Agenda Statement

Item No.

For Meeting of: October 3, 2022

**AGENDA TITLE:** Council to consider the first reading of the Ordinance regarding the Rezone of Lots 1-2, & 5-9 of Block 3, Lots 1-3 of Block 6, Lots 1-7 of Block 7, and Tract C Hilltop Estates Subdivision.

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

**PRESENTATION BY:** Zachary Glaubius, Planning Administrator

**SUMMARY EXPLANATION:** At the September 12, 2022 Planning Commission meeting, staff presented a rezone request from R-1 to R-1A for the above stated lots in the in the Hilltop Estates subdivision. It had come to staff's attention that part of the Hilltop Estates subdivision was not included in the 2017 rezone. As a result, some lots are split between the R-1 and R-1A zoning districts. Both R-1 and R-1A are single-family residential zoning districts. The key differences being smaller lots in R-1A, different setback requirements, as well as two-family dwellings and multi-family dwellings being permitted in R-1A while two family dwellings require a special permit form the Planning Commission in the R-1 zone. Staff consulted the developer on whether they would prefer the subdivision be R-1A or R-1. The developer preferred R-1A. Planning Commission made a positive recommendation on the approval of the rezone request.

**BOARD/COMMISSION/STAFF RECOMMENDATION:** Positive recommendation on approval by P.C.

**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) Planning Commission Staff Report

Rev: 12/14/ City Clerk

---

**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 Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: August 10, 2022 For Hearing of: September 12, 2022



## I. GENERAL INFORMATION

- A. Applicant:** City of Scottsbluff Development Services
- B. Proposal:** Request to rezone the following lots and tracts in the Hilltop Estates Subdivision from R-1 Single Family Residential to R-1A Single Family Residential
- C. Legal Description:** Hilltop Estates Subdivision  
Block 3: Lots 1, 2, 5, 6, 7, 8, & 9  
Block 6: Lots 1, 2, & 3  
Block 7: Lots 1-7  
Tract C
- D. Location:** Western 1/3 of Hilltop Estates Subdivision and northeast corner of Hilltop Estates Subdivision
- E. Existing Zoning & Land Use:** R-1 Single-Family Residential
- F. Future Land Use Designation:** Rural Residential
- G. Size of Site:** Approximately 11 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                       | Residential                 | R-1A Single Family                   | NPPD Solar Panel Field       |
| East                        | Residential                 | R-1A Single Family/R-1 Single Family | Vacant Lots/Existing Acreage |
| South                       | Residential                 | R-1 Single Family                    | Single Family Dwellings      |
| West                        | Residential                 | R-1 Single Family                    | Fairview Cemetery            |

### B. Relevant Case History

1. The subdivision was platted in 2017.
2. The City of Scottsbluff accepted all improvements in August 2022.

3. No record of a rezone for the listed lots could be found in Planning Commission or City Council minutes.

### III. **ANALYSIS**

- A. **Comprehensive Plan:** The Future Land Use Map of the Comprehensive Plan currently shows the site as Rural Residential.
- B. **Traffic & Access:**
  1. Current access is via Hilltop Estate Place or 12<sup>th</sup> Avenue
- C. **Utilities:**
  1. All lots have access to water and sewer.
  2. Tract C is a stormwater retention pond.
  3. A pipe has been installed in the subdivision that would direct water from the Tract C retention pond to the retention pond located under the solar panels.

### IV. **STAFF COMMENTS**

- A. No record of the listed lots being rezoned to R-1A could be found. The current zoning boundary follows a former property line.
- B. The proposed rezone to R-1A is not a spot zone as the rest of the subdivision is zoned R-1A.
- C. The City has consulted with Mr. Hunter Kosman regarding the rezone. He agreed to the rezone request.
- D. R-1A will allow more types of residential uses than R-1. R-1A includes detached single-family dwellings, duplexes, and multi-family dwellings as principal permitted uses. R-1 is more limited as only single family detached dwellings are a permitted residential use.
- E. The Comprehensive Plan shows this area as rural residential. However, the subdivision is not rural in nature. The subdivision is an “island” of rural residential in the residential future land use map.

### V. **FINDINGS OF FACT**

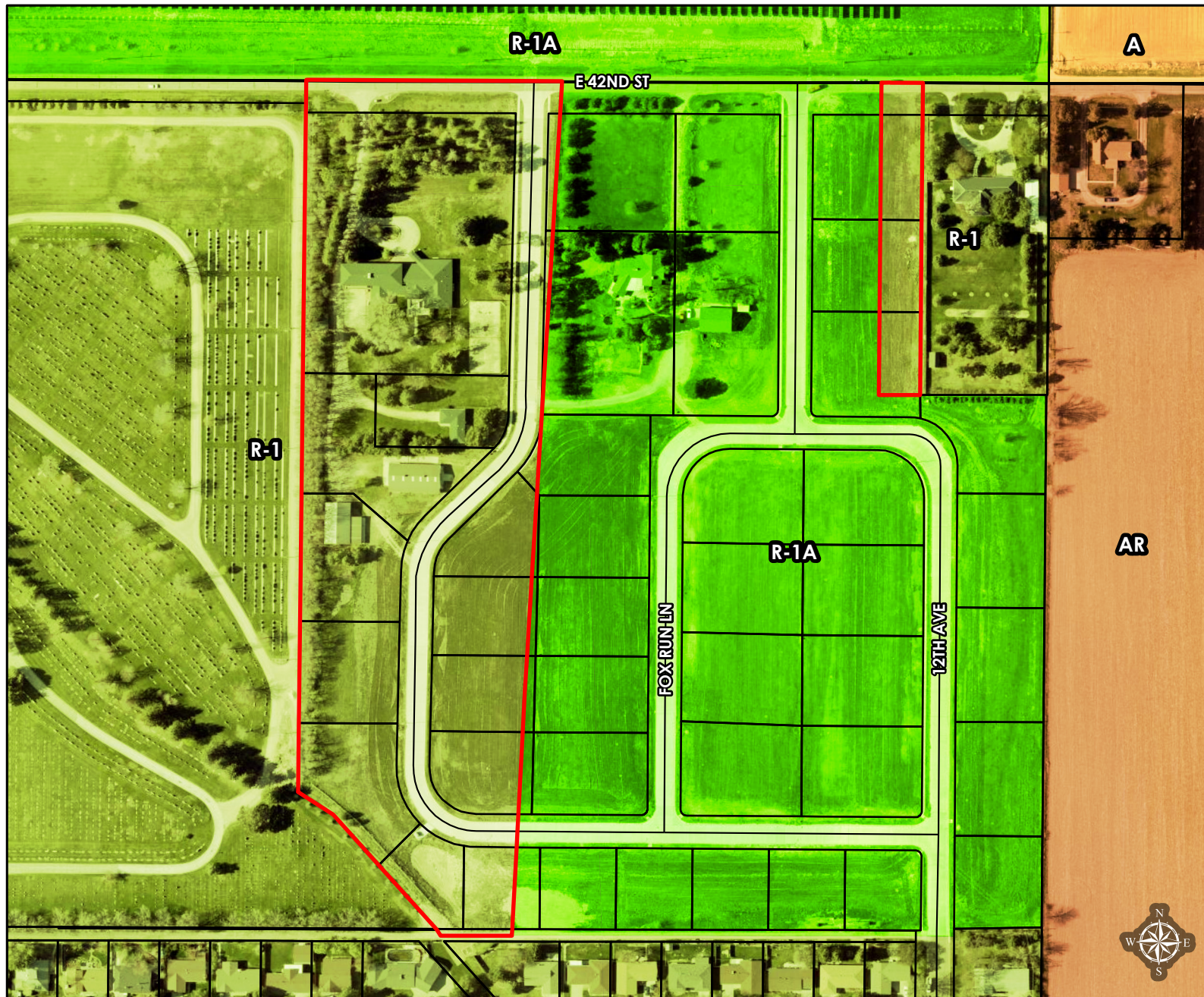
- A. **Findings of Fact to Recommend Its Approval May Include:**
  1. The entire subdivision will be in one zoning district. This is the intent of the subdivision.
  2. The rezone will simplify the zoning regulations of 11 lots which are split by the R-1 and R-1A zoning districts.
  3. The rezone is not a “spot zone”.
- B. **Findings of Fact to Not Recommend Approval May Include:**
  1. The rezone does not align with the 2016 Comprehensive Plan Future Land Use map which designates the area as Rural Residential.

### VI. **STAFF RECCOMENDATION**

- A. Staff recommends the Planning Commission make a positive recommendation to City Council to approve the rezone of Lots 1, 2, & 5-9 Block 3, Lots 1-3, Block 6, Lots 1-7, Block 7, and Tract C of the Hilltop Estates Subdivision to R-1A Single Family Residential from R-1 Single Family Residential.

# Hilltop Subdivision Rezone

## Zoning Overview



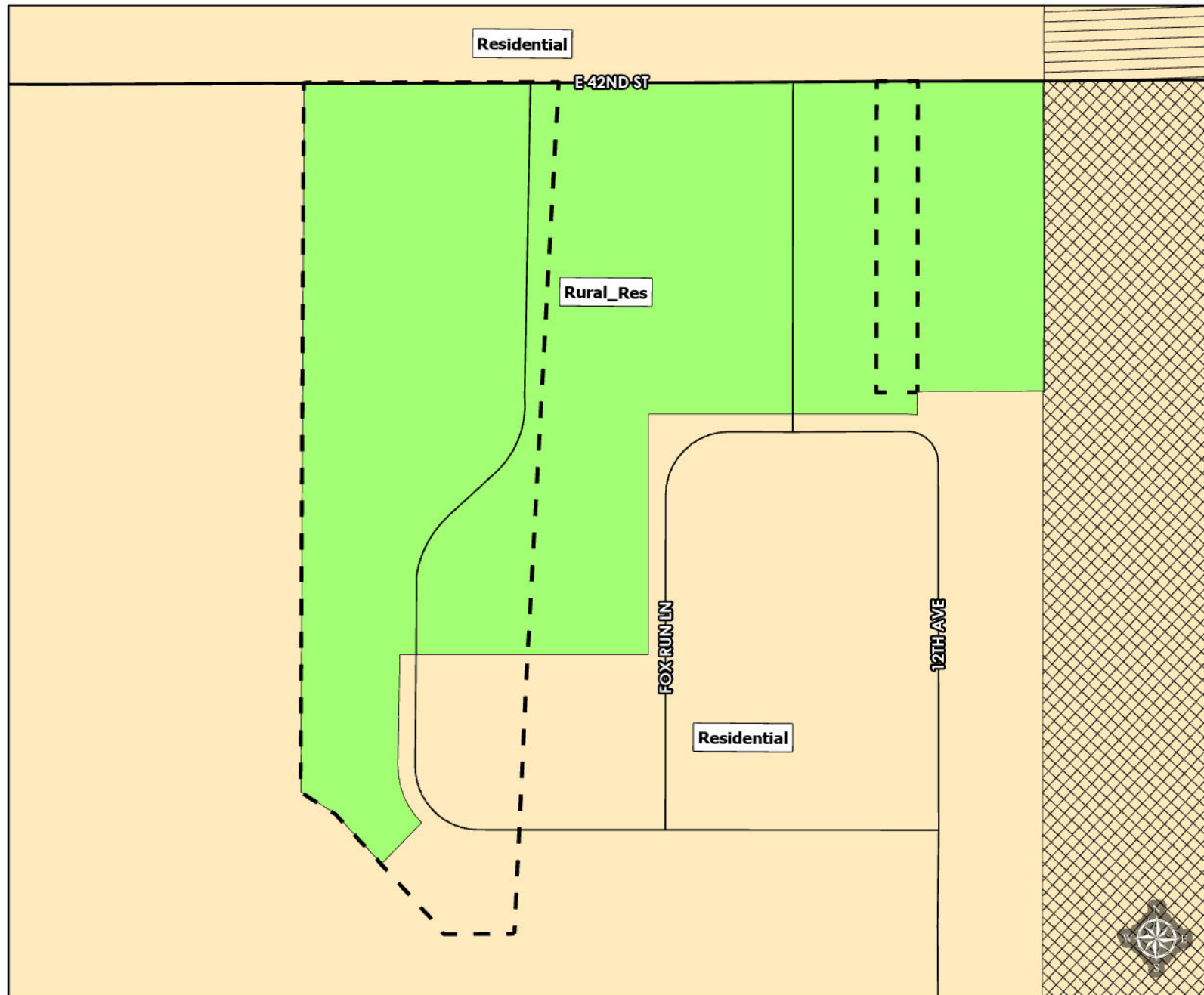
- Proposed Changes
- Street Centerlines
  - Highway
  - Main Road
  - Residential/Rural
- Official City Zoning
  - (A) Agriculture
  - (AR) Agriculture Residential
  - (C-1) Central Business District
  - (C-2) Neighborhood Commercial
  - (C-3) Heavy Commercial
  - (M-1) Light Manufacturing & Industrial
  - (M-2) Heavy Manufacturing and Industrial
  - (O-P) Office and Professional
  - (PBC) Planned Business Center
  - (R-1) Single Family
  - (R-1A) Single Family Medium Density
  - (R-1B) Rural Residential Estate
  - (R-4) Heavy Density Multiple Family
  - (R-6) Mobile Home
  - Parcels

Taylor Stephens  
City of Scottsbluff GIS  
Created on 9/6/2022  
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.



# Hilltop Subdivision Rezone



- 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)

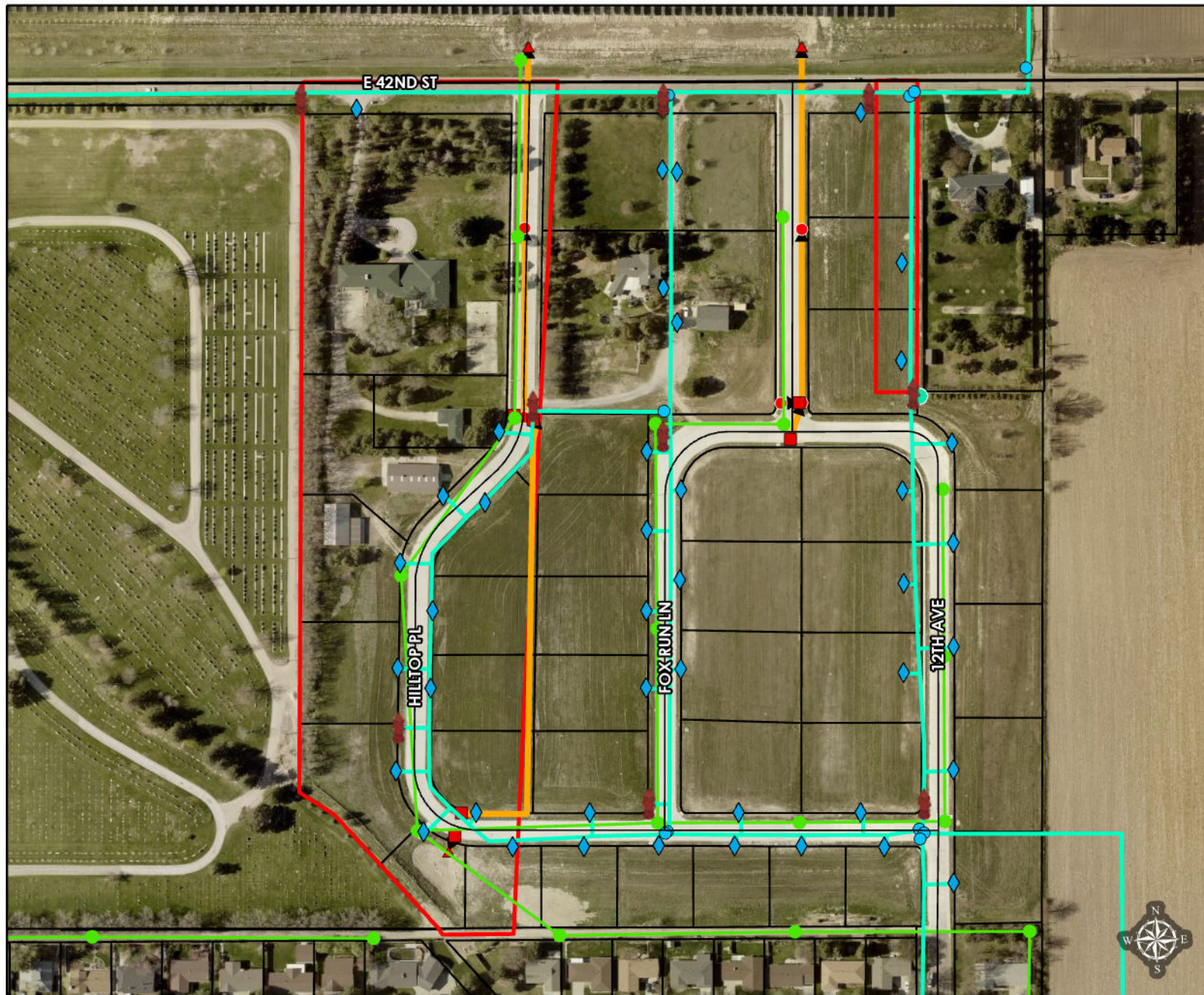
Taylor Stephens  
City of Scottsbluff GIS  
Created on 9/6/2022  
Coordinate System: NAD 1983 (2011)  
StatePlane Nebraska FIPS 2600 Feet  
Lambert Conformal Conic

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.



# Hilltop Subdivision Rezone

## Utilities Overview



Proposed Property

Street Centerlines

Highway

Main Road

Residential/Rural

Fire Hydrants

Water Curbstop

Water Valve

Water Manhole

Water Lines

Wastewater MH

Wastewater Lines

Outfall

Stormwater Inlet

Stormwater Manhole

Stormwater Arc

Parcels

FrankLt2920220701\_095643.jpg

RGB

Red: Band\_1

Green: Band\_2

Blue: Band\_3

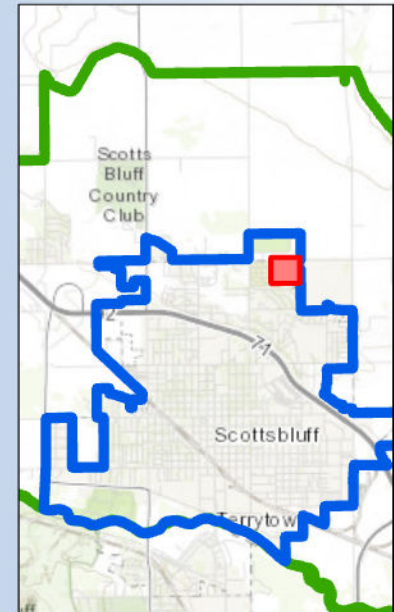
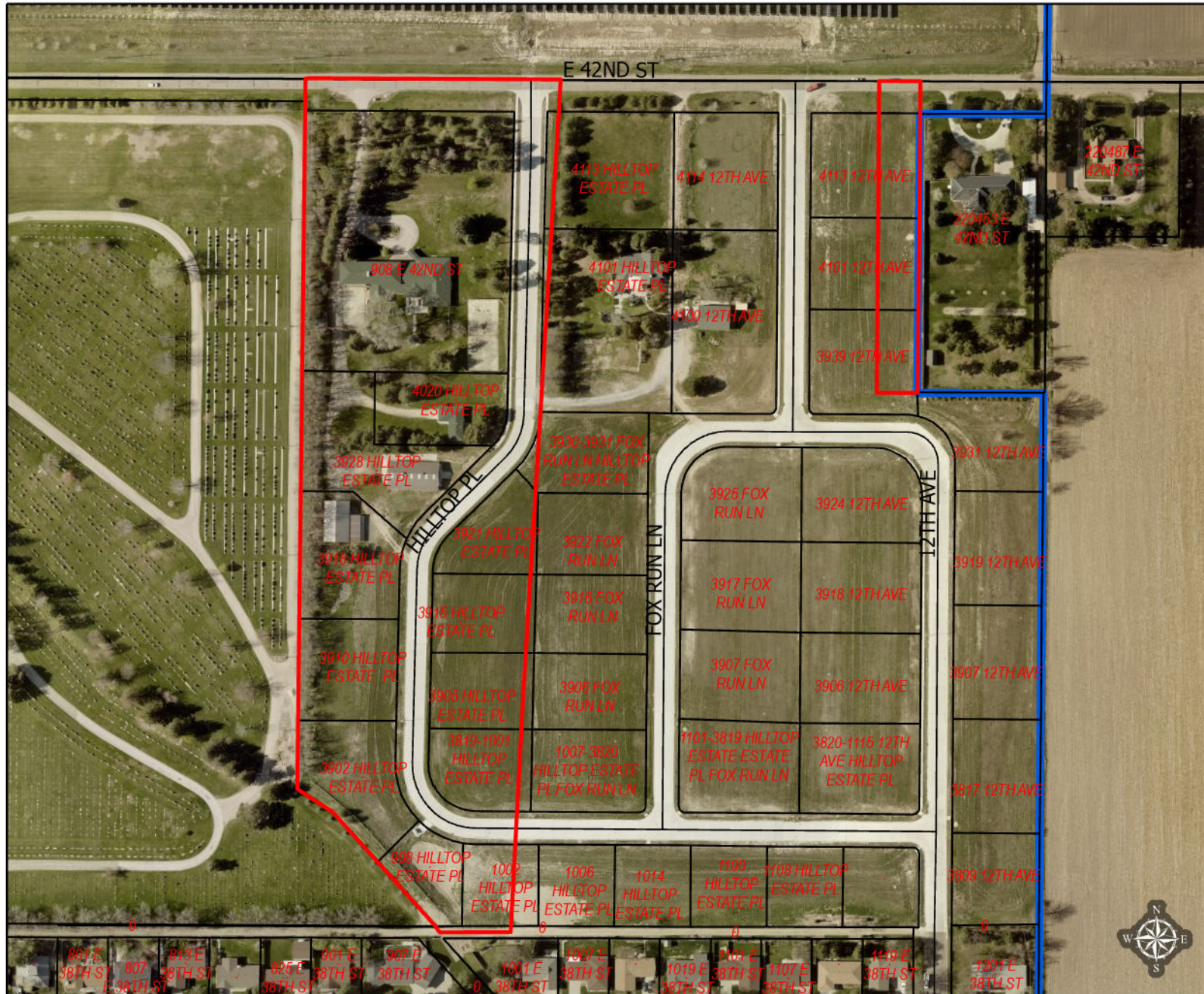
Taylor Stephens  
City of Scottsbluff GIS  
Created on 9/6/2022  
Coordinate System: NAD 1983 (2011)  
StatePlane Nebraska FIPS 2600 Feet  
Lambert Conformal Conic

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.



# Hilltop Subdivision Rezone

## Aerial Overview



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

Taylor Stephens  
City of Scottsbluff GIS  
Created on 9/6/2022  
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.



PLANNING COMMISSION MINUTES  
REGULAR SCHEDULED MEETING  
September 12, 2022  
SCOTTSBLUFF, NEBRASKA

The Planning Commission for the City of Scottsbluff met in regular scheduled meeting on Monday, September 12, 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 September 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, Mark Westphal, Dana Weber, Angie Aguillo, Jim Zitterkopf Linda Redfern (Alternate, Quorum present so excused). "Absent": Anita Chadwick, Henry Huber. City Officials present were Zachary Glaubius, Planning Administrator, Taylor Stephens, GIS Analyst, Stormwater Specialist Leann Sato, and Gary Batt, Code Administrator II.
- 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 July 11, 2022 meeting were reviewed. Conclusion: a motion was made by Aguillo and seconded by Estrada to approve the minutes from July 11, 2022 meeting. "Yeas" Zitterkopf, Aguillo, Westphal, Wayman, Weber, Gompert, Estrada "Nays": "Absent": Chadwick, Huber "Excused": Redfern (alt.) The motion carried.
- 6 Item 6B: Chairman Weber opened a public hearing at 6:02 PM regarding a Rezone of Lots 1- 2 & 5-9 of Block 3, Lots 1-3 of Block 6, Lots 1-7 of Block 7, and Tract C, Hilltop Estates Subdivision, situated in the Northwest Quarter of Section 13, Township 22N, Range 55 West of the 6th P.M., Scotts Bluff County C. Glaubius stated staff had discovered part of the Hilltop Estates subdivision was rezoned with the other part in 2017. Glaubius stated the subdivision is split between R-1 and R-1A Single Family. Glaubius stated there were several lots that were split between zoning districts, which would complicate future construction due to different requirements in the districts. Glaubius stated he had spoken with Hunter Kosman, the developer, on the rezone, and he was agreeable to it. Glaubius stated the main difference was the setbacks and lot sizes as R-1 has a minimum lot size of 12,000 square feet compared to the 5,500 square feet requirement in the R-1A district. John Blomstedt, a property owner within 300 feet spoke to the Planning Commission. Blomstedt inquired what the rezone change meant. Blomstedt inquired if the lots could be further subdivided with the rezone. Glaubius stated they would be able to split into 5,500 square foot lots with the approval of the rezone. Blomstedt stated he was told duplexes would be permitted in the subdivision with the rezone to R-1A, and expressed concern about future duplexes decreasing his property value. Wayman and Weber stated the majority of the subdivision was already zoned R-1A, and therefore duplexes were already permitted. Weber stated duplexes are permitted in R-1A and in R-1 with a special permit. Weber stated duplexes

will be permitted regardless of R-1 or R-1A zoning district. Blomstedt asked what a special permit meant. Weber stated a property owner would need the Planning Commission's permission to build a duplex in the R-1 zoning district. Blomstedt stated he was told when he purchased his property that duplexes could only be built on the southern edge of the subdivision. Glaubius stated there could be a homeowner's association convenient that has that restriction. Blomstedt asked if the HOA covenant took precedence over the zoning district. Weber stated the HOA covenant would be in addition to the zoning requirements. Weber stated the zoning requirements are enforced by the City, while HOA covenant requirements have to be enforced by the HOA. Blomstedt stated the HOA requires 17,000 square foot lots and no duplexes except for the southern lots. Weber stated the rezone would not have a big effect on the subdivision as the HOA further restricts development. Weber reiterated that the HOA requirements would have to be enforced by the HOA. Westphal asked what the average lot size in the subdivision was. Blomstedt stated the majority of the lots are a half-acre or larger. Weber closed the public hearing at 6:10 PM. Weber stated staff is recommending a positive recommendation on the approval of the rezone. Westphal asked if the developer was pursuing the rezone to sell lots faster. Glaubius stated the rezone request is from the City. Wayman stated the proposed rezone is to clean up the zoning map. Batt stated this rezone request is to correct an oversight in 2017 when the majority of the subdivision was rezoned. Aguillo stated the rezone would eliminate lots with mixed zoning districts. Westphal asked if a duplex could be put in with this rezone. Glaubius stated the City would permit it, but the HOA covenant prohibits it. Glaubius stated the City does not enforce HOA covenants and does not research them. Westphal asked if there were different height restrictions. Batt stated the maximum height for both zoning districts is 35 feet. Westphal stated he was not in favor of the rezone as the Blomstedts were told there would not be duplexes built near them, and the rezone was just to make a pretty map for the City. Weber stated duplexes still could have been built near them with the present R-1 zoning, and the only difference is the necessity of a special permit.

- 7 **Conclusion:** Motion by Wayman, seconded by Gompert to make a positive recommendation on the approval by the city council for a rezone from R-1 to R-1A of Lots 1- 2 & 5-9 of Block 3, Lots 1-3 of Block 6, Lots 1-7 of Block 7, and Tract C, Hilltop Estates Subdivision. "Yeas" Zitterkopf, Aguillo, Wayman, Weber, Gompert, Estrada "Nays": Westphal "Absent": Chadwick, Huber "Excused": Redfern (alt.)
- 8 Item 6C: Chairman Weber opened the public hearing regarding a proposed ordinance text change to Chapter 25 Article 19, Article 12, Article 15, and Article 3 regarding the Floodplain Overlay Zone at 6:15 PM. Glaubius stated the ordinance change is predominantly to Article 19 which is the Floodways article. Glaubius stated the reason for the proposed ordinance text change was to improve the City's Community Rating System score. Glaubius stated the CRS is a FEMA program that the City participates in that give property owners in the floodplain a discount on their flood insurance premiums. Glaubius stated there was approximately 794 eligible properties and 2,002 structures in the flood area. Glaubius stated the City is currently at a score of 9. Glaubius stated 10 is the minimum and 1 is the best. Glaubius stated Sato was working with a FEMA representative to improve the City's score to 8. Glaubius stated each number is a 5% discount. Glaubius stated the existing floodplain ordinance was modified to be more consistent with the Nebraska Department of Natural Resources's model floodplain ordinance in the proposed change. Glaubius stated the most important change was adding the requirement to elevate mechanical and utility equipment above the base flood elevation. Glaubius stated the City is already required to require this elevation by FEMA, but did not have it in ordinance text. Glaubius stated the name of Article 19 would also be changed from "Floodways" to "Floodplain Overlay Zone." Glaubius stated floodway/floodplain references were

updated to reflect the new name in Articles 12 and 15. Glaubius also stated the ordinance text change included the repeal of 25-3-22 regarding the Floodplain Zoning District. Glaubius stated the Floodplain Zoning District is not utilized by the City and is redundant. Glaubius stated updated flood terminology was included in the proposed text change such as changing the 100- and 500-year flood to the 1% and 0.2% flood chance as used by FEMA. Glaubius stated staff recommends a positive recommendation on the approval of the ordinance text change. Weber closed the public hearing at 6:18 PM. Weber inquired about mechanical and utility elevation requirement being currently enforced. Glaubius stated it is being enforced, but not in city code. Weber stated the proposed ordinance text change does not really change much. Weber stated with the 5% discount per score, the City could save property owners up to 50% on flood insurance premiums. Westphal and Aguillo stated this would be hugely beneficial to the community. Weber inquired how to improve the score to 1. Sato stated we were ineligible as we are not located on the coast. Sato stated there was only one community in the nation that had a score of 1.

- 9 **Conclusion:** Motion by Westphal, seconded by Estrada 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" Aguillo, Zitterkopf, Westphal, Weber, Gompert, Wayman, Estrada "Nays": "Absent": Chadwick, Huber "Excused": Redfern (alt.) The motion carried.
- 10 Item 7: Staff Reports. Glaubius stated there was two subdivisions originally on the meeting agenda and notices were mailed out, however not all required information was submitted in time to have public hearings on September 12, 2022. Glaubius stated he expects them to be on the October 10, 2022 Planning Commission meeting. Glaubius stated staff is working on more ordinance text changes including some to Chapter 21 regarding cul de sac diameters. Glaubius stated that Stormwater Specialist/Floodplain Manager Leann Sato has been moved to the Development Services Department from Public Works. Glaubius stated Code Administrator I Sheila Hort retired and Code Administrator I Logan Lund has filled her position.
- 11 Item 8: Other Business: The Planning Commission recognized Mark Westphal and Anita Chadwick for their service to the Planning Commission as their terms expire on September 30, 2022.
- 12 Weber introduced Item 9 regarding scheduling the next Planning Commission meeting on October 10, 2022
- 13 Item 10: Adjournment
- 14 Adjournment: Motion by Westphal, seconded by Estrada to adjourn the meeting at 6:25 PM. "Yeas" Aguillo, Zitterkopf, Westphal, Weber, Gompert, Wayman, Estrada "Nays": "Absent": Chadwick, Huber "Excused": Redfern (alt.) The motion carried.

---

Chairman Dana Weber

---

Zachary Glaubius, Secretary

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Pub. Hear.3**

**Council to conduct a public hearing set for this date at 6:00 p.m. to consider proposed Ordinance Text Changes to Chapter 25 Article 19, Article 12, Article 15 and Article 3 regarding the Floodplain Overlay Zone.**

**Staff Contact: Zachary Glaubius, Planning Administrator**

## Agenda Statement

Item No.

For Meeting of: October 3, 2022

**AGENDA TITLE:** Council to consider the first reading of the Ordinance to approve the proposed Ordinance Text Changes to Chapter 25 Article 19, Article 12, Article 15, and Article 3 regarding the Floodplain Overlay Zone.

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

**PRESENTATION BY:** Zachary Glaubius, Planning Administrator

**SUMMARY EXPLANATION:** At the September 12, 2022 Planning Commission meeting, staff presented the proposed ordinance text change to above articles in Chapter 25. All relate to the floodplain overlay zone. This ordinance change is predominantly for improving the City's Community Rating Score by FEMA from a 9 to an 8. For each number (1 being the best), property owner's in the floodplain received a 5% discount on their flood insurance premium. Article 19 was also reformatted to better align with the Nebraska DNR model ordinance, and staff included applicable changes to Article 12 and Article 15. In addition, this ordinance text change includes the repeal of the 25-3-22, an unused floodplain zoning district.

**BOARD/COMMISSION/STAFF RECOMMENDATION:** Positive recommendation on approval by PC

**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

Rev: 12/14/ City Clerk

**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 Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: September 7 2022

For Hearing of: September 12, 2022



### **I. GENERAL INFORMATION**

- A. Staff has been reviewing the Floodway Article (Chapter 25 Article 19) as part of the Community Rating System (CRS) review.
- B. The CRS is a voluntary program, which the City participates in, that provides discounts to flood insurance premiums for property owners in the floodplain.
  - i. There are approximately 794 eligible properties.
  - ii. There are approximately 2,002 structures in the flood area.
- C. The City must meet certain goals to improve its score which is presently a 9.
  - i. 1 is best and 10 is minimum participation.
- D. Our reviewer has notified us of some change in Chapter 25 Article 19 which would improve the City's score to 8.

### **II. STAFF COMMENTS**

- A. Staff reviewed the city ordinance and the model ordinance created by the Nebraska Department of Natural Resources.
- B. The majority of the model ordinance was already in our current ordinance. However, it was organized differently.
- C. Updates to Chapter 25 Articles 12 and 15 are included with this ordinance change.
- D. The repeal of 25-22-3 regarding the Floodplain Zoning District is also included.
  - i. This district is no longer used and has been replaced by the Floodplain Overlay District.
- E. Primary changes are
  - i. Putting the FEMA requirement regarding elevating mechanical equipment one foot above the base flood elevation into code.
  - ii. Renaming the Article "Floodplain Overlay District"
  - iii. Clarifying enforcement and violation procedures.
  - iv. Updating 100 year and 500 year flood to 1% and 0.2% Chance of Flood to be in conformance with FEMA.
- F. The attached list shows the summary of changes to Chapter 25 Article 19.

### **III. STAFF RECCOMENDATION**

- A. Staff recommends the Planning Commission make a positive recommendation to City Council on the adoption of the revised Chapter 25 Article 19, Article 12, and Article 15, and also the repeal of 25-3-22

### Summary of Changes: Chapter 25 Article 19 – Floodplain Overlay Zone

1. 25-19-1 *Definitions*
2. Added: .2% Annual Chance Floodplain, .2% Annual Chance Flood Elevation, Appurtenant Structure, Base Flood Elevation, Building, Floodproofing, Obstruction, Post-FIRM Structure, Pre-FIRM Structure, Regulatory Flood Elevation, Subdivision, Watercourse
3. Updated/Reworded: Development, Flood Fringe,
4. Removed: Existing Construction (Became Pre-FIRM)
5. 25-19-4 *Methods* **Removed** Ordinance
6. 25-19-5 *Adherence to Regulation* **New**
7. 25-19-6 Listed map index specifically
8. 25-19-10 Replaced "City Council" with "governing body"
9. 25-19-13 Listed map index specifically
10. 25-19-14 Replaced "Development Services Director" with Floodplain Manager. Moved 25-19-18 Duties under 25-19-14b
11. 25-19-16.B **New** combines 25-19-24 and 25-19-26
12. 25-19-16.E **New** no-rise certification required in floodway
13. 25-19-19.G **New** Letter of Map Revision (LOMR) and LOMR-F must obtain a sign-off from the City (FEMA requirement)
14. 25-19-18.B **New** Board of Adjustment will decide appeals and variance requests
15. 25-19-18.E.9. **New** Documents shall be maintained by the City
16. 25-19-19 *Enforcement* **New** Expands current 25-19-45 and provides an administrative procedure
17. 25-19-21 *Encroachments* **New** Designed to prevent rise of base flood elevation
18. 25-19-23.A Added "Mechanical equipment including those associated with utilities, such as but not limited to electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall also be elevated to or above one (1) foot above base flood elevation." Required to reach CRS Class 8 status.
19. 25-19-23.B.1 Clarified type of certification needed
20. 25-19-23.B.2 Justification for 3 Feet of elevation: AO Zone flooding varies 1-3 feet this allows for average two feet of standing flood water and one foot freeboard.
21. 25-19-23.D *Appurtenant Structures* **New** Specifies floodproofing requirements for accessory structures
22. 25-19-23.E.2 *Manufactured Home Parks* **New** MHP's will follow subdivision rules
23. 25-19-23.F.1 **New** Improvements to existing non-conforming structures must meet floodplain requirements
24. 25-19-23.F.4 **New** Improvements to an existing non-conforming structure must provide documentation to prove compliance
25. 25-19-24.E *Other Utilities* **New**
26. 25-19-24.G Reworded current 25-19-30



- 27. 25-19-24.H Reformatted for easier reading
- 28. 25-19.25 A.1 Replaced Water/Wastewater with “utility providers”
- 29. 25-19-26 *Amendments* Reworded
- 30. 25-19-76 **Removed**

## ARTICLE 19: FLOODWAYS

### Section

#### ***(a) Statutory Authorization, Findings of Fact, and Purposes***

- 25-19-1 Statutory authorization
- 25-19-2 Findings of fact; flood losses resulting from periodic inundation
- 25-19-3 Findings of fact; general causes of the flood losses
- 25-19-4 Findings of fact; methods used to analyze flood hazards
- 25-19-5 Statement of purpose

#### ***(b) General Provisions***

- 25-19-6 Flood insurance rate map and zones; established
- 25-19-7 Flood boundary and floodway map and zones; established
- 25-19-8 Lands to which article applies
- 25-19-9 The enforcement officer
- 25-19-10 Rules for interpretation of district boundaries
- 25-19-11 Compliance
- 25-19-12 Abrogation and greater restrictions
- 25-19-13 Interpretation
- 25-19-14 Warning and disclaimer of liability
- 25-19-15 Severability
- 25-19-16 Appeal

#### ***(c) Development Permit***

- 25-19-17 Permit required
- 25-19-18 Administration
- 25-19-19 Application for permit

#### ***(d) Establishment of Districts***

- 25-19-20 Districts; established

#### ***(e) Standards for Floodplain Development***

- 25-19-21 Development; not allowed without compliance with this article
- 25-19-22 Base flood inundation
- 25-19-23 Development; condition for allowance
- 25-19-24 Development; additional conditions
- 25-19-25 Storage of material and equipment
- 25-19-26 Development; assurances required

#### ***(f) Flood Fringe Overlay District (Including AO and AH Districts)***

- 25-19-27 Permitted uses
- 25-19-28 Standards for the Flood Fringe Overlay District
- 25-19-29 Standards for Flood Fringe Overlay District; manufactured homes
- 25-19-30 Standards for Flood Fringe Overlay District; recreational vehicles
- 25-19-31 AO District; provisions applicable

#### ***(g) Floodway Overlay District***

- 25-19-32 Permitted uses
- 25-19-33 Encroachments; prohibited without certification

**(h) Variance Procedures**

- 25-19-34 Variance requests; Board of Adjustment to hear
- 25-19-35 Variance requests; appeal from decision of Board of Adjustment
- 25-19-36 Variance requests; factors to be considered

**(i) Conditions for Variances**

- 25-19-37 Variances; general conditions
- 25-19-38 Variances; historic structures
- 25-19-39 Variances; when not allowed
- 25-19-40 Variances; condition for allowance
- 25-19-41 Variances; further conditions for allowance
- 25-19-42 Variances; written notice to successful applicant

**(j) Nonconforming Use**

- 25-19-43 Nonconforming use; conditions for continuance
- 25-19-44 Nonconforming use; destruction

**(k) Penalties for Violation**

- 25-19-45 Penalties

**(l) Definitions**

- 25-19-46 Definitions
- 25-19-47 Appeal
- 25-19-48 Area of shallow flooding
- 25-19-49 Base flood
- 25-19-50 Basement
- 25-19-51 Development
- 25-19-51.1 Expansion to an existing manufactured home park or subdivision
- 25-19-52 Existing construction
- 25-19-53 Existing manufactured home park of subdivision
- 25-19-54 Flood or flooding
- 25-19-55 Flood fringe
- 25-19-56 Flood insurance rate map (FIRM)
- 25-19-57 Flood insurance study
- 25-19-58 Floodplain
- 25-19-59 Floodway or regulatory floodway
- 25-19-60 Freeboard
- 25-19-61 Highest adjacent grade
- 25-19-62 Historic structure
- 25-19-63 Lowest floor
- 25-19-64 Manufactured home
- 25-19-65 Manufactured park or subdivision
- 25-19-66 New construction
- 25-19-66.1 New manufactured home park or subdivision
- 25-19-67 Overlay district
- 25-19-68 Principally above ground

- 25-19-69 Recreational vehicle
- 25-19-70 Special flood hazard area
- 25-19-71 Start of construction
- 25-19-72 Structure
- 25-19-73 Substantial damage
- 25-19-74 Substantial improvement
- 25-19-75 Variance
- 25-19-76 Floodway overlay districts; subdivision proposals
- 25-19-77 Violation

## **(a) STATUTORY AUTHORIZATION, FINDINGS OF FACT, AND PURPOSES**

### **§ 25-19-1 STATUTORY AUTHORIZATION.**

The Legislature of the State of Nebraska has delegated the responsibility to local governmental units to adopt zoning regulations designed to protect the public health, safety, and general welfare. The Legislature has further assigned the responsibility to adopt, administer, and enforce floodplain management regulations to the county, city, or village with zoning jurisdiction over the flood prone area. Therefore, the City Council establishes the regulations contained in this article.

(Ord. 3639, passed - -2000)

### **§ 25-19-2 FINDINGS OF FACT; FLOOD LOSSES RESULTING FROM PERIODIC INUNDATION.**

The flood hazard areas of the city are subject to inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

(Ord. 3639, passed - -2000)

### **§ 25-19-3 FINDINGS OF FACT; GENERAL CAUSES OF THE FLOOD LOSSES.**

These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities; and the occupancy of flood hazard areas by uses vulnerable to floods or hazardous to others, which are inadequately elevated or otherwise unprotected from flood damages.

(Ord. 3639, passed - -2000)

### **§ 25-19-4 FINDINGS OF FACT; METHODS USED TO ANALYZE FLOOD HAZARDS.**

This article uses a reasonable method of analyzing flood hazards which consists of a series of interrelated steps:

(A) Selection of a regulatory flood which is based upon engineering calculations which permit a consideration of such flood factors as its expected frequency of occurrence, the area inundated, and the depth of inundation. The base flood is selected for this article. It is representative of large floods which are reasonably characteristic of what can be expected to occur on the particular streams subject to this article. It is in the general order of a flood which could be expected to have a 1% chance of occurrence in any one year, as delineated on the Federal Insurance Administration's Flood Insurance Study, and illustrative materials dated June 15, 1979 as amended, and any future revisions thereto;

(B) Calculation of water surface profiles based on a hydraulic engineering analysis of the capacity of the stream channel and overbank areas to convey the base flood;

(C) Computation of the floodway required to convey this flood without increasing flood heights more than one foot at any point;

(D) Delineation of floodway encroachment lines within which no obstruction is permitted which would cause any water surface increase along the floodway profile; and

(E) Delineation of floodway fringe, such as, that area outside the floodway encroachment lines, but which still is subject to inundation by the base flood.

(Ord. 3639, passed - -2000)

### **§ 25-19-5 STATEMENT OF PURPOSE.**

It is the purpose of this article to promote the public health, safety, and general welfare and to minimize those losses described in § 25-19-2 of this article by applying the provisions of this article to:

(A) Restrict or prohibit uses which are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities;

(B) Require that uses vulnerable to floods, including public facilities which serve such uses, be provided with flood protection at the time of initial construction;

(C) Protect individuals from buying lands which are unsuited for intended purposes because of flood hazard; and

(D) Assure that eligibility is maintained for property owners in the city to purchase flood insurance in the National Flood Insurance Program.

(Ord. 3639, passed - -2000)

## **(b) GENERAL PROVISIONS**

### **§ 25-19-6 FLOOD INSURANCE RATE MAP AND ZONES; ESTABLISHED.**

The flood insurance rate map (FIRM) dated June 15, 1979 is hereby adopted and incorporated into this article by reference. The various districts described in said FIRM are hereby established.

(Ord. 3639, passed - -2000)

### **§ 25-19-7 FLOOD BOUNDARY AND FLOODWAY MAP AND ZONES; ESTABLISHED.**

The flood boundary and floodway map dated June 15, 1979 is hereby adopted and incorporated into this article by reference. The various districts described in said map are hereby established.

(Ord. 3639, passed - -2000)

### **§ 25-19-8 LANDS TO WHICH ARTICLE APPLIES.**

This article shall apply to all lands within the jurisdiction of the city identified on the flood insurance rate map (FIRM) as numbered and unnumbered A Districts (including AE, AO, and AH Districts) and within the overlay districts FW and FF established in this article. In all areas covered by this article, no development shall be permitted except upon the issuance of a floodplain permit to develop, granted by the Development Services Director under such safeguards and restrictions as the Development Services Director may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the city and where specifically noted in this article.

(Ord. 3639, passed - -2000)

### **§ 25-19-9 THE ENFORCEMENT OFFICER.**

The City Manager or the designee of the City Manager is hereby designated as the city's duly designated enforcement officer.

(Ord. 3939, passed - -2007)

### **§ 25-19-10 RULES FOR INTERPRETATION OF DISTRICT BOUNDARIES.**

The boundaries of the Floodway and Flood Fringe Overlay Districts shall be determined by scaling distances on the Director zoning map or on the flood insurance rate map or floodway map. Where interpretation is needed to the exact location of the boundaries of the districts as shown on the Director zoning map, as for example where there appears to be a conflict between a mapped boundary and actual field conditions, the Development Services Director shall make the necessary interpretation. In such cases where the interpretation is contested, the Board of Adjustment will resolve the dispute. The regulatory flood elevation for the point in question shall be the governing factor in locating the district boundary on the land. The person contesting the location of the district boundary shall be given a reasonable opportunity to present his or her case to the Board of Adjustment and to submit his or her own technical evidence, if that person so desires.

(Ord. 3639, passed - -2000)

### **§ 25-19-11 COMPLIANCE.**

Within identified special flood hazard areas of this city, no development shall be located, extended, converted, or structurally altered without full compliance with the terms of this article and other applicable regulations.

(Ord. 3639, passed - -2000)

### **§ 25-19-12 ABROGATION AND GREATER RESTRICTIONS.**

It is not intended by this article to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article imposes greater restrictions, the provisions of this article shall prevail.

(Ord. 3639, passed - -2000)

### **§ 25-19-13 INTERPRETATION.**

In their interpretation and application, the provisions of this article shall be held to be minimum requirements and shall be liberally construed in favor of the City Council and shall not be deemed a limitation or repeal of any other powers granted by state statutes.

(Ord. 3639, passed - -2000)

#### **§ 25-19-14 WARNING AND DISCLAIMER OF LIABILITY.**

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood height may be increased by human-made or natural causes, such as ice jams and bridge openings restricted by debris. This article does not imply that areas outside Floodway and Flood Fringe District boundaries or land uses permitted within such districts will be free from flooding or flood damage. This article shall not create liability on the part of the city or any officer or employee thereof for any flood damages that may result from reliance on this article or any administrative decision lawfully made thereunder.

(Ord. 3639, passed - -2000)

#### **§ 25-19-15 SEVERABILITY.**

If any section, clause, provision, or portion of this article is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this article shall not be affected thereby.

(Ord. 3639, passed - -2000)

#### **§ 25-19-16 APPEAL.**

Any person aggrieved by a decision of the Development Services Director made pursuant to this article may appeal such decision to the Board of Adjustment. Such appeal shall be in accordance with the procedures described elsewhere in this chapter, in the state statutes, and in the rules of procedure of the Board of Adjustment. Any person aggrieved by the decision of the Board of Adjustment may appeal such decision to the District Court as provided by the state statutes.

(Ord. 3639, passed - -2000)

### **(c) DEVELOPMENT PERMIT**

#### **§ 25-19-17 PERMIT REQUIRED.**

No person, firm, or corporation shall initiate any development or substantial improvement in any area covered by this article or cause the same to be done without first obtaining a separate permit for development as defined in this article.

(Ord. 3639, passed - -2000)

#### **§ 25-19-18 ADMINISTRATION.**

(A) The Development Services Director is hereby appointed to administer and implement the provisions of this article.

(B) Duties of the Development Services Director shall include, but not be limited to:

(1) Review all development permit applications to assure that sites are reasonably safe from flooding and that the permit requirements of this article have been satisfied;

(2) Review applications for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required;

(3) Notify adjacent communities and the Nebraska Natural Resources Commission prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency;

(4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished;

(5) Verify, record, and maintain record of the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures in special flood hazard areas;

(6) Verify, record, and maintain record of the actual elevation (in relation to mean sea level) to which new or substantially improved structures have been flood proofed;

(7) When flood proofing is utilized for a particular structure, the Development Services Director shall be presented certification from a registered professional engineer or architect; and

(8) Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will reasonably be safe from flooding.

(Ord. 3639, passed - -2000; Ord. 4146, passed - -)

#### **§ 25-19-19 APPLICATION FOR PERMIT.**

(A) To obtain a floodplain development permit, the applicant shall first file with the Development Services Director an application in writing on a form furnished for that purpose.

(B) Every such application shall:

- (1) Identify and describe the development to be covered by the floodplain development permit;
- (2) Describe the land on which the proposed development is to be done by lot, block, tract, and house and street address, or similar description that will readily identify and definitely locate the proposed building or development;
- (3) Indicate the use or occupancy for which the proposed development is intended;
- (4) Be accompanied by plans and specifications for proposed construction;
- (5) Be signed by the permittee or his or her authorized agent who may be required to submit evidence to indicate such authority; and
- (6) Give such other information as reasonably may be required by the Development Services Director.

(Ord. 3639, passed - -2000)

#### **(d) ESTABLISHMENT OF DISTRICTS**

##### **§ 25-19-20 DISTRICTS; ESTABLISHED.**

Along watercourses where a floodway has been established, the mapped floodplain areas are hereby divided into the two following districts: a Floodway Overlay District (FW) and a Flood Fringe Overlay District (FF) as identified in the flood insurance study and the accompanying maps. Within these districts, all uses not meeting the standards of this article and those standards of the underlying zoning district shall be prohibited.

(Ord. 3639, passed - -2000)

#### **(e) STANDARDS FOR FLOODPLAIN DEVELOPMENT**

##### **§ 25-19-21 DEVELOPMENT; NOT ALLOWED WITHOUT COMPLIANCE WITH THIS ARTICLE.**

No permit for development shall be granted for new construction, substantial improvements, and other development(s) including the placement of manufactured homes within all numbered and unnumbered A Districts (including AE, AO, and AH Districts) unless the conditions of §§ 25-19-22 through 25-19-26 of this article are satisfied.

(Ord. 3639, passed - -2000)

##### **§ 25-19-22 BASE FLOOD INUNDATION.**

All areas identified as unnumbered A Districts on the FIRM are subject to inundation of the base flood; however, the water surface elevation was not provided. The unnumbered A Districts shall be subject to all development provisions of §§ 25-19-27 through 25-19-31 of this article. If flood insurance study data is not available, the city shall utilize any base flood elevation or floodway data currently available from federal, state, or other sources.

(Ord. 3639, passed - -2000)

##### **§ 25-19-23 DEVELOPMENT; CONDITION FOR ALLOWANCE.**

Until a floodway has been designated, no development or substantial improvement may be permitted within special flood hazard areas unless the applicant has demonstrated that the proposed development or substantial improvement, when combined with all other existing and reasonably anticipated developments or substantial improvements will not increase the water surface elevation of the base flood more than one foot at any location as shown on the flood insurance study.

(Ord. 3639, passed - -2000)

##### **§ 25-19-24 DEVELOPMENT; ADDITIONAL CONDITIONS.**

New construction, subdivision proposals, substantial improvements, prefabricated buildings, placement of manufactured homes, and other developments shall require:

(A) Design or anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(B) New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination;

(C) Construction with materials resistant to flood damage, utilizing methods and practices that minimize flood damages, and with electrical, heating, ventilation, plumbing, and air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and

(D) All utility and sanitary facilities be elevated or flood proofed up to the regulatory flood protection elevation.

(Ord. 3639, passed - -2000)

##### **§ 25-19-25 STORAGE OF MATERIAL AND EQUIPMENT.**



(A) The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.

(B) Storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

(Ord. 3639, passed - -2000)

#### **§ 25-19-26 DEVELOPMENT; ASSURANCES REQUIRED.**

Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, shall be required to assure that all such proposals are consistent with the need to minimize flood damage; all public utilities and facilities, such as sewer, gas, electrical, and water systems are located, elevated, and constructed to minimize or eliminate flood damage; adequate drainage is provided so as to reduce exposure to flood hazards; and proposals for development (including proposals for manufactured home parks and subdivision) of five acres or 50 lots, whichever is lesser, include within such proposals the base flood elevation.

(Ord. 3639, passed - -2000)

### **(f) FLOOD FRINGE OVERLAY DISTRICT (INCLUDING AO AND AH DISTRICTS)**

#### **§ 25-19-27 PERMITTED USES.**

Any use permitted in § 25-19-32 of this article shall be permitted in the Flood Fringe Overlay District. No use shall be permitted in the district unless the standards of §§ 25-19-21 through 25-19-26 of this article are met.

(Ord. 3639, passed - -2000)

#### **§ 25-19-28 STANDARDS FOR THE FLOOD FRINGE OVERLAY DISTRICT.**

All new construction or substantial improvements in the Flood Fringe Overlay District shall conform to the following requirements.

(A) The lowest floor, including basement, of residential structures shall be elevated to or above one-foot above the base flood elevation.

(B) The lowest floor, including basement, of non-residential structures shall be elevated to or above one-foot above the base flood elevation or, together with attendant utility and sanitary facilities, shall be flood proofed so that below that level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection (f) of this article are satisfied. Such certification shall be provided to the Development Services Director as set forth in § 25-19-18(B)(7) of this article.

(C) Fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria: A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be not higher than one-foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(D) Within AH Districts, adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

(Ord. 3639, passed - -2000)

#### **§ 25-19-29 STANDARDS FOR FLOOD FRINGE OVERLAY DISTRICT; MANUFACTURED HOMES.**

(A) All manufactured homes in a special flood hazard area shall be anchored to resist floatation, collapse, or lateral movement. Manufactured homes must be anchored in accordance with local building codes or FEMA guidelines. In the event that over-the-top frame ties to ground anchors are used, the following specific requirements (or their equivalent) shall be met:

(1) Over-the-top ties be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations and manufactured homes less than 50 feet long requiring one additional tie per side;

(2) Frame ties shall be provided at each corner of the home with five additional ties per side at intermediate points and manufactured homes less than 50 feet long requiring four additional ties per side;

(3) All components of the anchoring system be capable of carrying a force of 4,800 pounds; and

(4) Any additions to the manufactured home be similarly anchored.

(B) All manufactured homes to be placed or substantially improved within special flood hazard areas on the city's FIRM shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above one-foot



above the base flood elevation; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of division (A) above if located on sites:

- (1) Outside of a manufactured home park or subdivision;
  - (2) In a new manufactured home park or subdivision;
  - (3) In an expansion to an existing manufactured home park or subdivision; or
  - (4) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood.
- (C) All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within special flood hazard areas on the FIRM that are not subject to the provisions of division (B) above shall be elevated so that either:

- (1) The lowest floor of the manufactured home is at or above one foot above the base flood elevation; or
- (2) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of division (A) above.

(Ord. 3639, passed - -2000; Ord. 4146, passed - -)

#### **§ 25-19-30 STANDARDS FOR FLOOD FRINGE OVERLAY DISTRICT; RECREATIONAL VEHICLES.**

Recreational vehicles placed on sites within the special flood hazard areas on the city's Director map shall either be on the site for fewer than 180 consecutive days, be fully licensed and ready for highway use, or meet the permit requirements and the elevation and anchoring requirements for "manufactured homes" of this article. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and secure devices, and has no permanently-attached additions.

(Ord. 3639, passed - -2000)

#### **§ 25-19-31 AO DISTRICTS; PROVISIONS APPLICABLE.**

Located within the areas of special flood hazard established in this article are areas designated as AO Districts. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate; therefore, the following provisions apply within AO Districts.

(A) All new construction and substantial improvements of residential structures shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as one-foot above the depth number specified in feet on the FIRM (at least two feet if no depth number is specified).

(B) All new construction and substantial improvements of non-residential structures shall:

- (1) Have the lowest floor elevated above the highest adjacent grade at least as high as one-foot above the depth number specified in feet on the FIRM (at least two feet if no depth number is specified); or
- (2) Together with attendant utility and sanitary facilities be completely flood proofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Such certification shall be provided to the Development Services Director as set forth in § 25-19-18(B)(7) of this article.

(C) Adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

(Ord. 3639, passed - -2000)

### **(g) FLOODWAY OVERLAY DISTRICT**

#### **§ 25-19-32 PERMITTED USES.**

(A) Only uses having a low flood damage potential and not obstructing flood flows shall be permitted within the Floodway Overlay District to the extent that they are not prohibited by any other provision of this code of ordinances.

(B) The following are recommended uses for the Floodway District:

- (1) Agricultural uses, such as general farming, pasture, nurseries, and forestry;
- (2) Residential uses, such as lawns, gardens, parking, and play areas;
- (3) Non-residential areas such as loading areas, parking, and airport landing strips; and
- (4) Public and private recreational uses, such as golf courses, archery ranges, picnic grounds, parks, wildlife, and nature preserves.

(Ord. 3639, passed - -2000)

#### **§ 25-19-33 ENCROACHMENTS; PROHIBITED WITHOUT CERTIFICATION.**

New structures for human habitation are prohibited in the Floodway Overlay District. All encroachments, including fill, new construction, substantial improvements, and other development in any floodway district are prohibited in the Floodway Overlay District unless certification by a registered professional engineer or architect is provided demonstrating that the development shall not result in any increase in water surface elevations along the floodway profile during occurrence of the base flood discharge. These uses are subject to the standards of §§ 25-19-21 through 25-19-31 of this article. In District A unnumbered, any flood elevation and floodway data available through federal, state, or other sources or § 25-19-26 of this article shall be obtained, reviewed, and reasonably utilized in meeting the standards of this section.

(Ord. 3639, passed - -2000)

### **(h) VARIANCE PROCEDURES**

#### **§ 25-19-34 VARIANCE REQUESTS; BOARD OF ADJUSTMENT TO HEAR.**

The Board of Adjustment shall hear and decide requests for variances from the requirements of the provisions of this article.

(Ord. 3639, passed - -2000)

#### **§ 25-19-35 VARIANCE REQUESTS; APPEAL FROM DECISION OF BOARD OF ADJUSTMENT.**

Any person aggrieved by the decision of the Board of Adjustment or any taxpayer may appeal such decision to the District Court as provided by the state statutes.

(Ord. 3639, passed - -2000)

#### **§ 25-19-36 VARIANCE REQUESTS; FACTORS TO BE CONSIDERED.**

In passing upon such applications, the Board of Adjustment shall consider all technical evaluation, all relevant factors, standards specified in other sections of this article, and:

- (A) The danger that materials may be swept onto other lands to the injury of others;
- (B) The danger to life and property due to flooding or erosion damage;
- (C) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- (D) The importance of the services provided by the proposed facility to the city;
- (E) The necessity to the facility of a waterfront location, where applicable;
- (F) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- (G) The compatibility of the proposed use with existing and anticipated development;
- (H) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- (I) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (J) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (K) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities, such as sewer, gas, electrical, and water systems, and streets and bridges.

(Ord. 3639, passed - -2000)

### **(i) CONDITIONS FOR VARIANCES**

#### **§ 25-19-37 VARIANCES; GENERAL CONDITIONS.**

Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the factors in § 25-19-36 of this article have been fully considered, and providing further that the requirements of Neb. RS 19-910 are met. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(Ord. 3639, passed - -2000)

#### **§ 25-19-38 VARIANCES; HISTORIC STRUCTURES.**

Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the

minimum necessary to preserve the historic character and design of the structure.

(Ord. 3639, passed - -2000)

#### **§ 25-19-39 VARIANCES; WHEN NOT ALLOWED.**

Variances shall not be issued within any designated floodway if any increase in flood levels along the floodway profile during the base flood discharge would result.

(Ord. 3639, passed - -2000)

#### **§ 25-19-40 VARIANCES; CONDITION FOR ALLOWANCE.**

Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(Ord. 3639, passed - -2000)

#### **§ 25-19-41 VARIANCES; FURTHER CONDITIONS FOR ALLOWANCE.**

Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship to the applicant, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with other provisions of this code of ordinances.

(Ord. 3639, passed - -2000)

#### **§ 25-19-42 VARIANCES; WRITTEN NOTICE TO SUCCESSFUL APPLICANT.**

Any applicant to whom a variance is granted shall be given a written notice that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor evaluation.

(Ord. 3639, passed - -2000)

### **(j) NONCONFORMING USE**

#### **§ 25-19-43 NONCONFORMING USE; CONDITIONS FOR CONTINUANCE.**

A structure or the use of a structure or premises which was lawful before the passage or amendment of the article but which is not in conformity with the provisions of this article may be continued subject to the following conditions.

(A) If such use is discontinued for 12 consecutive months, any future use of the building premises shall conform to this article. The Water Superintendent and the Wastewater Superintendent shall notify the Planning and Building Director in writing of instances of nonconforming uses where water and sewer services have been discontinued for a period of 12 months.

(B) Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.

(Ord. 3639, passed - -2000)

#### **§ 25-19-44 NONCONFORMING USE; DESTRUCTION.**

If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50% of the market value of the structure before the damage occurred except that if it is reconstructed in conformity with the provisions of this article. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building, or safety codes or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places, provided that the alteration shall not preclude its continued designation.

(Ord. 3639, passed - -2000)

### **(k) PENALTIES FOR VIOLATION**

#### **§ 25-19-45 PENALTIES.**

Any building or structure which is in violation of any provision of this article is declared to be an unsafe structure. All provisions of Chapter 4, Article 6 of this code of ordinances to unsafe structures, including penalty provisions, shall be applicable to violations of this article.

(Ord. 3639, passed - -2000)

### **(l) DEFINITIONS**

#### **§ 25-19-46 DEFINITIONS.**

Unless specifically defined below, words or phrases used in this article shall be interpreted so as to give them the meaning they have in common usage and to give this article its most reasonable application. Where a term is defined in the following

sections shall be the meaning of that term wherever it appears in this article.

(Ord. 3639, passed - -2000)

#### **§ 25-19-47 APPEAL.**

**APPEAL.** A request for a review of the Development Services Director's interpretation of any provision of this article or a request for a variance.

(Ord. 3639, passed - -2000)

#### **§ 25-19-48 AREA OF SHALLOW FLOODING.**

**AREA OF SHALLOW FLOODING.** A designated AO or AH District on the flood insurance rate map (FIRM) with a 1% or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

(Ord. 3639, passed - -2000)

#### **§ 25-19-49 BASE FLOOD.**

**BASE FLOOD.** The flood having 1% chance of being equaled or exceeded in any given year.

(Ord. 3639, passed - -2000)

#### **§ 25-19-50 BASEMENT.**

**BASEMENT.** Any area of the building having its floor subgrade (below ground level) on all sides.

(Ord. 3639, passed - -2000)

#### **§ 25-19-51 DEVELOPMENT.**

**DEVELOPMENT.** Any human-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

(Ord. 3639, passed - -2000)

#### **§ 25-19-51.1 EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION.**

**EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION.** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

(Ord. 4146, passed - -)

#### **§ 25-19-52 EXISTING CONSTRUCTION.**

**EXISTING CONSTRUCTION.** For the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRM's effective before that date.

**EXISTING CONSTRUCTION** may also be referred to as "existing structures."

(Ord. 3639, passed - -2000)

#### **§ 25-19-53 EXISTING MANUFACTURED HOME PARK OR SUBDIVISION.**

**EXISTING MANUFACTURED HOME PARK OR SUBDIVISION.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is complete before the effective date of the floodplain management regulations adopted by the city.

(Ord. 3639, passed - -2000)

#### **§ 25-19-54 FLOOD OR FLOODING.**

**FLOOD or FLOODING.** A general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters; or
- (2) The usual and rapid accumulation of runoff of surface waters from any source.

(Ord. 3639, passed - -2000)

#### **§ 25-19-55 FLOOD FRINGE.**

**FLOOD FRINGE.** That area of the floodplain, outside of the floodway, that on the average is likely to be flooded once every 100 years (such as, that has a 1% chance of flood occurrence in any one year).

(Ord. 3639, passed - -2000)

#### § 25-19-56 FLOOD INSURANCE RATE MAP (FIRM).

**FLOOD INSURANCE RATE MAP (FIRM).** A Director map of the city, on which the flood insurance study has delineated the flood hazard boundaries and the zones establishing insurance rates applicable to the city.

(Ord. 3639, passed - -2000)

#### § 25-19-57 FLOOD INSURANCE STUDY.

**FLOOD INSURANCE STUDY.** The Director report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the flood boundary floodway map and the water surface elevation of the base flood.

(Ord. 3639, passed - -2000)

#### § 25-19-58 FLOODPLAIN.

**FLOODPLAIN.** Any land area susceptible to being inundated by water from any source (see definition of **FLOODING**).

(Ord. 3639, passed - -2000)

#### § 25-19-59 FLOODWAY OR REGULATORY FLOODWAY.

**FLOODWAY** or **REGULATORY FLOODWAY.** The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

(Ord. 3639, passed - -2000)

#### § 25-19-60 FREEBOARD.

**FREEBOARD.** A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. **FREEBOARD** tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.

(Ord. 3639, passed - -2000)

#### § 25-19-61 HIGHEST ADJACENT GRADE.

**HIGHEST ADJACENT GRADE.** The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

#### § 25-19-62 HISTORIC STRUCTURE.

**HISTORIC STRUCTURE.** Any structure that is:

- (1) Listed individually in the National Register of Historic Places (listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  - (a) By an approved state program as determined by the Secretary of the Interior; or
  - (b) Directly by the Secretary of the Interior in states without approved programs.

(Ord. 3639, passed - -2000)

#### § 25-19-63 LOWEST FLOOR.

**LOWEST FLOOR.** The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's **LOWEST FLOOR**, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this article.

(Ord. 3639, passed - -2000)

#### **§ 25-19-64 MANUFACTURED HOME.**

**MANUFACTURED HOME.** A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term **MANUFACTURED HOME** does not include a “recreational vehicle.”

(Ord. 3639, passed - -2000)

#### **§ 25-19-65 MANUFACTURED PARK OR SUBDIVISION.**

**MANUFACTURED PARK OR SUBDIVISION.** A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

(Ord. 3639, passed - -2000)

#### **§ 25-19-66 NEW CONSTRUCTION.**

**NEW CONSTRUCTION.** Structures for which the start of construction commenced on or after the effective date of the floodplain management regulation adopted by the city and includes any subsequent improvements to such structures.

(Ord. 3639, passed - -2000)

#### **§ 25-19-66.1 NEW MANUFACTURED HOME PARK OR SUBDIVISION.**

**NEW MANUFACTURED HOME PARK OR SUBDIVISION.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either the final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

(Ord. 4146, passed - -)

#### **§ 25-19-67 OVERLAY DISTRICT.**

**OVERLAY DISTRICT.** A district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.

(Ord. 3639, passed - -2000)

#### **§ 25-19-68 PRINCIPALLY ABOVE GROUND.**

**PRINCIPALLY ABOVE GROUND.** At least 51% of the actual cash value of the structure is above ground.

(Ord. 3639, passed - -2000)

#### **§ 25-19-69 RECREATIONAL VEHICLE.**

**RECREATIONAL VEHICLE.** A vehicle which is built on a single chassis; 400 square feet or less when measured at the largest horizontal projections; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as temporary quarters for recreational, camping, travel, or seasonal use.

(Ord. 3639, passed - -2000)

#### **§ 25-19-70 SPECIAL FLOOD HAZARD AREA.**

**SPECIAL FLOOD HAZARD AREA.** The land in the floodplain within a zoning jurisdiction of the city subject to 1% or greater chance of flooding in any given year.

(Ord. 3639, passed - -2000)

#### **§ 25-19-71 START OF CONSTRUCTION.**

**START OF CONSTRUCTION.** For other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual **START OF CONSTRUCTION**, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual **START OF CONSTRUCTION** means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.



(Ord. 3639, passed - -2000)

#### **§ 25-19-72 STRUCTURE.**

**STRUCTURE.** A walled and roofed building that is principally above ground, as well as a manufactured home, and a gas or liquid storage tank that is principally above ground.

(Ord. 3639, passed - -2000)

#### **§ 25-19-73 SUBSTANTIAL DAMAGE.**

**SUBSTANTIAL DAMAGE.** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

(Ord. 3639, passed - -2000)

#### **§ 25-19-74 SUBSTANTIAL IMPROVEMENT.**

**SUBSTANTIAL IMPROVEMENT.** Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before “start of construction” of the improvement. This includes structures which have incurred “substantial damage,” regardless of the actual repair work performed. The term does not, however, include either any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the Development Services Director and which are the minimum necessary to assure safe living conditions; or any alteration of “historic structure,” provided that the alteration will not preclude the structure’s continued designation as a “historical structure.”

(Ord. 3639, passed - -2000)

#### **§ 25-19-75 VARIANCE.**

**VARIANCE.** A grant of relief to a person from the requirements of this article which permits construction in a manner otherwise prohibited by this article where specific enforcement would result in unnecessary hardship.

(Ord. 3639, passed - -2000)

#### **§ 25-19-76 FLOODWAY OVERLAY DISTRICTS’ SUBDIVISION PROPOSALS.**

All subdivision proposals for subdivisions located in whole or in part within any Floodway Overlay District or Flood Fringe Overlay District shall conform to the requirements of this article.

(Ord. 3639, passed - -2000)

#### **§ 25-19-77 VIOLATION.**

**VIOLATION.** A failure of a structure or other development to be fully compliant with the community’s floodplain management regulations.

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Resolut.1**

**Council to approve the Resolution authorizing the signing of the Annual Certification of Program Compliance to Nebraska Board of Public Roads Classifications and Standards 2022 and authorize the Mayor to sign the Resolution.**

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



## RESOLUTION

### SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE 2022

Resolution No. \_\_\_\_\_

**Whereas:** State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requires an annual certification of program compliance to the Nebraska Board of Public Roads Classifications and Standards; and

**Whereas:** State of Nebraska Statute, section 39-2120 also requires that the annual certification of program compliance by each municipality shall be signed by the Mayor or Village Board Chairperson and shall include the resolution of the governing body of the municipality authorizing the signing of the certification.

**Be it resolved** that the Mayor ☒ Village Board Chairperson ☐ of the City of Scottsbluff  
(Check one box) (Print name of municipality)  
is hereby authorized to sign the Municipal Annual Certification of Program Compliance.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ Nebraska.  
(Month)

City Council/Village Board Members

|                          |                       |
|--------------------------|-----------------------|
| <u>Jeanne McKerrigan</u> | <u>Jordan Colwell</u> |
| <u>Nathan Green</u>      | <u>Angela Scanlan</u> |
| <u>Selina Lerma</u>      | _____                 |
| _____                    | _____                 |
| _____                    | _____                 |

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

Attest:

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

**Do not recreate or revise the pages of this document**, as revisions and recreations will not be accepted. Failure to **return both pages of the original document** by the filing deadline (October 31, 2022) may result in the suspension of Highway Allocation funds until the documents are filed.

**MUNICIPAL  
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE  
TO  
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS  
AND STANDARDS  
2022**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads Classifications and Standards, the City ☒ Village ☐ of Scottsbluff  
(Check one box) (Print name of municipality)

hereby certifies that it:

- ✓ has developed, adopted, and included in its public records the plans, programs, or standards required by sections 39-2115 and 39-2119;
- ✓ meets the plans, programs, or standards of design, construction, and maintenance for its highways, roads, or streets;
- ✓ expends all tax revenue for highway, road, or street purposes in accordance with approved plans, programs, or standards, including county and municipal tax revenue as well as highway-user revenue allocations;
- ✓ uses a system of revenue and costs accounting which clearly includes a comparison of receipts and expenditures for approved budgets, plans, programs, and standards;
- ✓ uses a system of budgeting which reflects uses and sources of funds in terms of plans, programs, or standards and accomplishments;
- ✓ uses an accounting system including an inventory of machinery, equipment, and supplies;
- ✓ uses an accounting system that tracks equipment operation costs;
- ✓ has included in its public records the information required under subsection (2) of section 39-2520; and
- ✓ **has included in its public records a copy of this certification and the resolution of the governing body authorizing the signing of this certification by the Mayor or Village Board Chairperson.**



Signature of Mayor ☒ Village Board Chairperson ☐ (Required)

Philip Mark Bole  
Signature of City Street Superintendent (Optional)

(Date)

10-3-22  
(Date)

**Return the completed original signing resolution and annual certification of program compliance by October 31, 2022 to:**

Nebraska Board of Public Roads Classifications and Standards  
PO Box 94759  
Lincoln NE 68509

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Resolut.2**

**Council to consider action on the first reading of the Ordinance regarding the Rezone of Lots 1-2 & 5-9 of Block 3, Lots 1-3 of Block 6, Lots 1-7 of Block 7, and Tract C Hilltop Estates Subdivision.**

**Staff Contact: Zachary Glaubius, Planning Administrator**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOTS 1, 2, 5 AND 9 OF BLOCK 3; LOTS 1, 2 AND 3 OF BLOCK 6; AND LOTS 1, 2, 3, 4, 5, 6, AND 7 OF BLOCK 7, AND TRACT C, HILLTOP ESTATES SUBDIVISION, TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA CURRENTLY ZONED AS SINGLE-FAMILY (R-1), WILL NOW BE INCLUDED IN SINGLE-FAMILY (R-1A), REPEALING PRIOR SECTION 25-1-4, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

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

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

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

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

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

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

PASSED AND APPROVED on \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
City Attorney

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Resolut.3**

**Council to consider action on the first reading of the Ordinance to approve the proposed Ordinance Text Changes to Chapter 25 Article 19, Article 12, Article 15 and Article 3 regarding the Floodplain Overlay Zone.**

**Staff Contact: Zachary Glaubius, Planning Administrator**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING CHAPTER 25, ARTICLE 19, SECTIONS 1 THROUGH 26 DEALING WITH FLOODPLAIN OVERLAY ZONE, REVISING CHAPTER 25-12-11, 25-12-12 AND 25-12-14, TO REFER TO THE FLOODPLAIN OVERLAY ZONE, AMENDING CHAPTER 25-12-13 TO CONFORM WITH THE NEW PROVISIONS OF THE FLOODPLAIN OVERLAY ZONE, AMENDING CHAPTER 25-15-27 TO REFER TO THE FLOODPLAIN OVERLAY ZONE AND ITS AMENDMENTS, AND REPEALING CHAPTER 25-3-22 REFERRING TO A FLOODPLAIN ZONING DISTRICT, 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. Sections 25-19-1 through 25-19-26 are now revised and amended to read as follows:

“Article 19: FLOODPLAIN OVERLAY ZONE

**§25-19-1 DEFINITIONS.**

Unless specifically defined below, words or phrases used in Chapter 25, Article 19 shall be interpreted so as to give them the meaning they have in common usage and to give this Article its most reasonable application. Where a term is defined in the following sections shall be the meaning of that term wherever it appears in this Article.

**0.2% Annual Chance Floodplain** means the floodplain that would be inundated by the 0.2% annual chance flood and delineated on the Flood Insurance Rate Maps.

**0.2% Annual Chance Flood Elevation** means the elevation to which floodwaters are expected to rise during a 0.2% annual chance flood.

**Appurtenant Structure** shall mean a structure on the same parcel of property as the principal structure, the use of which is incidental to the use of the principal structure. Also shall be known as “accessory structure.”

**Appeal** means a request for a review of the Floodplain Administrator’s interpretation of any provision of this Article or a request for a variance.

**Area of Shallow Flooding** means a designated AO or AH zone on the City’s Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

**Base Flood** means the flood having one (1) percent chance of being equaled or exceeded in any given year.

**Base Flood Elevation** means the elevation to which floodwaters are expected to rise during the base flood.

**Basement** means any area of the building having its floor subgrade (below ground level) on all sides.

**Building** means “structure.” See definition for “structure.”

**Development** means any change to real estate, including but not limited to the construction, reconstruction, renovation, repair, expansion or alteration of buildings or other structures; the placement of manufactured homes; streets and other paving; utilities; filling, grading, and excavation; mining; dredging; drilling operations; storage of equipment or materials; or obstructions.

**Existing Manufactured Home Park or Subdivision** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is complete before the effective date of June 15, 1979.



**Expansion to an Existing Manufactured Home Park or Subdivision** means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**Flood or Flooding** means a general and temporary condition of partial or complete inundation of normally dry land areas from: (1) The overflow of inland or tidal waters or (2) The usual and rapid accumulation of runoff of surface waters from any source.

**Flood Fringe** is that area of the floodplain, outside of the floodway, that has a one (1) percent chance of flood occurrence in any one year.

**Flood Insurance Rate Map (FIRM)** means an official map of a community, on which the Flood Insurance Study has delineated the special flood hazard area boundaries and the risk premium zones applicable to the community.

**Flood Insurance Study (FIS)** is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Insurance Rate Map and the water surface elevation of the base flood.

**Floodplain** means any land area susceptible to being inundated by water from any source (see definition of "flooding"). Floodplain includes flood fringe and floodway. Floodplain and special flood hazard area are the same for use by this Article.

**Floodproofing** means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, and structures and their contents.

**Floodway or Regulatory Floodway** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

**Freeboard** means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.

**Highest Adjacent Grade** means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

**Historic Structure** means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (1) By an approved state program as determined by the Secretary of the Interior or (2) Directly by the Secretary of the Interior in states without approved programs.

**Lowest Floor** means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built or modified so as to render the structure in violation of the applicable non-elevation design requirements of this Article.

**Manufactured Home** means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

**Manufactured Home Park or Subdivision** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**New Construction** for floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of the floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

**New Manufactured Home Park or Subdivision** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

**Obstruction** means any wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation (including the alteration or relocation of a watercourse or drainway), channel rectification, bridge, conduit, culvert, building, stored equipment or material, wire, fence, rock, gravel, refuse, fill, or other analogous structure or matter which may impede, retard, or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the natural flow of the water would carry such structure or matter downstream to the damage or detriment of either life or property. Dams designed to store or divert water are not obstructions if permission for the construction thereof is obtained from the Department of Natural Resources pursuant to the Safety of Dams and Reservoirs Act (*Nebraska Revised Statutes* 46-1601 to 46-1670 as amended).

**Overlay District** is a district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.

**Post-FIRM Structure** means a building that was constructed or substantially improved after December 31, 1974 or on or after the City's initial Flood Insurance Rate Map dated June 15, 1979, whichever is later.

**Pre-FIRM Structure** means a building that was constructed or substantially improved on or before December 31, 1974 or before the City's initial Flood Insurance Rate Map dated June 15, 1979, whichever is later.

**Principally Above Ground** means that at least fifty (51) percent of the actual cash value of the structure is above ground.

**Recreational Vehicle** means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**Regulatory Flood Elevation** means the base flood elevation (BFE) plus a freeboard factor as specified in this Article.

**Special Flood Hazard Area (SFHA)** is the land in the floodplain within a community subject to one percent or greater chance of flooding in any given year.

**Start of Construction** means the date the floodplain development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. "Start of construction" also includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.



**Structure** means a walled and roofed building that is principally above ground, as well as a manufactured home and a gas or liquid storage tank that is principally above ground.

**Subdivision** means the division or re-division of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels, or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs or devisees, transfer of ownership, or building or lot development

**Substantial Damage** means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damage condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**Substantial Improvement** means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

**Variance** is a grant of relief to an applicant from the requirements of this Article that allows construction in a manner otherwise prohibited by this article where specific enforcement would result in unnecessary hardship.

**Violation** means a failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the Elevation Certificate, other certifications, or other evidence of compliance required in this Article is presumed to be in violation until such time as that documentation is provided.

**Watercourse** means any depression two feet or more below the surrounding land that serves to give direction to a current of water at least nine months of the year and that has a bed and well-defined banks.

## **25-19-2 STATUTORY AUTHORIZATION.**

The Legislature of the State of Nebraska has delegated the responsibility to local governmental units to adopt zoning regulations designed to protect the public health, safety, general welfare, and property of the people of the state. The Legislature, in *Nebraska Revised Statutes* Sections 31-1001 to 31-1023 (as amended), has further assigned the responsibility to adopt, administer, and enforce floodplain management regulations to the county, city, or village with zoning jurisdiction over the flood prone area. Therefore, the City Council of the City of Scottsbluff, Nebraska ordains as follows:

## **25-19-3 FINDINGS OF FACT.**

### **(A) Flood Losses Resulting from Periodic Inundation**

The flood hazard areas of the City of Scottsbluff, Nebraska, are subject to inundation that results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

### **(B) General Causes of the Flood Losses**

These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities as well as the occupancy of flood hazard areas by uses vulnerable to floods or hazardous to others that are inadequately elevated or otherwise unprotected from flood damages.

## **25-19-4 STATEMENT OF PURPOSE.**

It is the purpose of this Article to promote the public health, safety, and general welfare and to minimize those losses described in 25-19-3 by applying the provisions of this Article to:

- A. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities.
- B. Require that uses vulnerable to floods, including public facilities that service such uses, be provided with flood protection at the time of initial construction.

- C. Reduce financial burdens from flood damage borne by the City, its governmental units, its residents, and its businesses by preventing excessive and unsafe development in areas subject to flooding.
- D. Assure that eligibility is maintained for property owners in the City to purchase flood insurance from the National Flood Insurance Program.

#### **25-19-5 ADHERENCE TO REGULATIONS.**

The regulations of this Article are in compliance with the National Flood Insurance Program Regulations as published in Title 44 of the Code of Federal Regulations and the Nebraska Minimum Standards for Floodplain Management Programs as published in the Nebraska Administrative Code Title 455, Chapter 1.

#### **25-19-6 LANDS TO WHICH ARTICLE APPLIES.**

This Article shall apply to all lands within the jurisdictions of the City of Scottsbluff identified on the Flood Insurance Rate Map (FIRM) shown on the Index 310206IND0 dated 06/15/1979 as Zones A, A1-30, AE, AO, or AH and within the Zoning Districts FW and FF established in 25.19.13. In all areas covered by this Article, no development shall be allowed except upon the issuance of a floodplain development permit to develop, granted by the floodplain administrator or the designated representative under such safeguards and restrictions as the floodplain administrator or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the City and where specifically noted in 25-19-14 through 25-19-25.

#### **25-19-7 RULES FOR INTERPRETATION OF DISTRICT BOUNDARIES.**

The boundaries of the floodway and the flood fringe overlay districts shall be determined by scaling distances on the official zoning map or on the effective Flood Insurance Rate Map. Where interpretation is needed to the exact location of the boundaries of the districts as shown on the zoning or other City map, the floodplain administrator shall make the necessary interpretation. In such cases where the interpretation is contested, the Board of Adjustment will resolve the dispute. The regulatory flood elevation for the point in question shall be the governing factor in locating the district boundary on the land. The person contesting the location of the district boundary shall be given a reasonable opportunity to present their case to the Board of Adjustment and to submit their own technical evidence, if so desired.

#### **25-19-8 COMPLIANCE.**

Within identified floodplains of the City, no development shall be located, extended, converted, or structurally altered without full compliance with the terms of this Article and other applicable regulations.

#### **25-19-9 ABROGATION AND GREATER RESTRICTIONS.**

This Article does not intend to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Article imposes greater restrictions, the provision of this Article shall prevail. All other articles inconsistent with this Article are hereby repealed to the extent of the inconsistency only.

#### **25-19-10 INTERPRETATION.**

In their interpretation and application, the provisions of this Article shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by state statutes.

#### **25-19-11 WARNING AND DISCLAIMER OF LIABILITY.**

The degree of flood protection required by this Article is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur or the flood height may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. This Article does not imply that areas outside floodway and flood fringe district boundaries or land uses permitted within such districts will be free from flooding or flood damage. This Article shall not create liability on the part of the City of Scottsbluff or any officer or employee thereof for any flood damages that may result from reliance on this Article or any administrative decision lawfully made thereunder.

#### **25-19-12 SEVERABILITY.**

If any section, clause, provision, or portion of this Article is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this article shall not be affected thereby.

### **25-19-13 ESTABLISHMENT OF ZONING DISTRICTS.**

Along watercourses where a floodway has been established, the mapped floodplain areas are hereby divided into the two following districts: a floodway overlay district (FW) and a flood fringe overlay district (FF) as identified in the Flood Insurance Study dated December 1978 and on accompanying FIRM panels as established in 25-19-6.

The flood fringe overlay district shall correspond to flood zones A, AE, A1-30, AH, AO, AR, A99, and floodway areas in Zone AE that are identified on FIRM panels. The floodway overlay district shall correspond to the floodway areas in Zone AE that are identified on the FIRM panels. Within these districts, all uses not meeting the standards of this article and those standards of the underlying zoning district shall be prohibited.

### **25-19-14 FLOODPLAIN MANAGEMENT ADMINISTRATION.**

#### **(A) DESIGNATION OF FLOODPLAIN ADMINISTRATOR**

The Floodplain Manager or designated representative of the City is hereby designated as the City's local floodplain administrator. The floodplain administrator is authorized and directed to administer, implement, and enforce all provisions of this Article. If the local floodplain administrator position is unfilled, the Director of Development Services shall assume or assign the duties and responsibilities herein.

#### **(B) DUTIES OF THE FLOODPLAIN ADMINISTRATOR**

Duties of the floodplain administrator shall include, but not be limited to the following:

- (1) Review, approve, or deny all applications for floodplain development permits.
- (2) Review all development permit applications to assure that sites are reasonably safe from flooding and that the permit requirements of this Article have been satisfied.
- (3) Review applications for proposed development to assure that all necessary permits have been obtained from those federal, state, or local government agencies from which prior approval is required.
- (4) Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding.
- (5) Notify adjacent communities and the Nebraska Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency.
- (6) Assure that maintenance is provided within the altered or relocated portion of the watercourse so that the flood carrying capacity is not diminished.
- (7) Verify, record, and maintain record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures in the floodplain overlay zone.
- (8) Verify, record, and maintain record of the actual elevation (in relation to mean sea level) to which all new or substantially improved structures have been floodproofed.
- (9) Verify, record, and maintain record of all improved or damaged structures to ensure compliance with standards in applicable sections. Track value of improvements and market value with permits. Also, ensure consistent market value estimations to evaluate against damaged or improved values.
- (10) Ensure a comprehensive development plan as amended is consistent with this Article.
- (11) In the event the floodplain administrator discovers work done that does not comply with applicable laws or articles, the floodplain administrator may revoke the permit and work to correct any possible violation in accordance with this Article.

### **25-19-15 PERMITS REQUIRED.**

A floodplain development permit shall be required before any development, construction, or substantial improvement is undertaken. No person, firm, corporation, government agency, or other entity shall initiate any floodplain development without first obtaining a floodplain development permit.

### **25-19-16 APPLICATION FOR PERMIT AND DEMONSTRATION OF COMPLIANCE.**

(A) To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every such application shall:

- (1) Identify and describe the proposed development and estimated cost to be covered by the floodplain development permit.
- (2) Describe the land on which the proposed development is to be done by lot, block, tract, and house and streets address, or similar description that will readily identify and definitely locate the proposed building or development.
- (3) Indicate the use or occupancy for which the proposed development is intended.

- (4) Be accompanied by plans and specifications for proposed construction.
- (5) Be signed by the permittee and authorized agent who may be required to submit evidence to indicate such authority.

(B) If any proposed development is located entirely or partially within a floodplain, applicants shall provide all information in sufficient detail and clarity to enable the floodplain administrator to determine that:

- (1) All such proposals are consistent with the need to minimize flood damage;
- (2) All utilities and facilities such as sewer, gas, water, electrical, and other systems are located and constructed to minimize or eliminate flood damage;
- (3) Structures will be anchored to prevent flotation, collapse, or lateral movement;
- (4) Construction materials are flood resistant;
- (5) Appropriate practices to minimize flood damage have been utilized; and
- (6) Electrical, heating, ventilation, air conditioning, plumbing, and any other service facilities have been designed and located to prevent entry of floodwaters.

(C) For all new and substantially improved structures, an elevation certificate based upon the finished construction certifying the elevation of the lowest floor, including basement, and other relevant building components shall be provided to the floodplain administrator and be completed by a licensed surveyor, engineer, or architect.

(D) When floodproofing is utilized for an applicable structure, a floodproofing certificate shall be provided to the floodplain administrator and be completed by a licensed professional engineer or architect.

(E) For all development proposed in the floodway, no-rise certification shall be provided to the floodplain administrator and be completed by a licensed professional engineer.

(F) Any other such information as reasonably may be required by the floodplain administrator shall be provided.

(G) Letters of Map Revision: Federal regulations in Title 44 of the Code of Federal Regulations, Chapter 1, Part 65.5 and 65.6 allow for changes to the special flood hazard area through a Letter of Map Revision (LOMR) or a Letter of Map Revision Based on Fill (LOMR-F), provided the community determines that the land and any existing or proposed structures that would be removed from the floodplain are “reasonably safe from flooding.” The City acknowledgement form asserting this is required for LOMR and LOMR-F applications and must be signed by the floodplain administrator. The floodplain administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:

(1) Applicant shall obtain floodplain development permit before applying for a LOMR or LOMR-F.

(2) Applicant shall demonstrate that the property and any existing or proposed structures will be “reasonably safe from flooding,” according to the minimum design standards in FEMA Technical Bulletin 10-01.

(3) All requirements listed in the Simplified Approach in FEMA Technical Bulletin 10-01 shall be met and documentation from a registered professional engineer shall be provided. If all of these requirements are not met, applicant must provide documentation in line with the Engineered Approach outlined in FEMA Technical Bulletin 10-01.

#### **25-19-17 FLOOD DATA REQUIRED.**

(A) All Zone A areas on the FIRM are subject to inundation of the base flood; however, the base flood elevations are not provided. Zone A areas shall be subject to all development provisions of this Article. If Flood Insurance Study data is not available, the City shall utilize any base flood elevation or floodway data currently available from federal, state, or other sources, including from a study commissioned by the applicant pursuant to best technical practices.

(B) Until a floodway has been designated, no development or substantial improvement may be permitted within the floodplain unless the applicant has demonstrated that the proposed development or substantial improvement, when combined with all other existing and reasonably anticipated developments or substantial improvements, will not increase the water surface elevation of the base flood more than one (1) foot at any location as shown in the Flood Insurance Study or on base flood elevation determinations.

## **25-19-18 VARIANCES AND APPEALS.**

### **Variance and Appeals Procedures**

- (A) The Board of Adjustment as established by the City of Scottsbluff shall hear and decide appeals and requests for variances from the requirements of this Article.
- (B) The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this Article.
- (C) Any person aggrieved by the decision of the Board of Adjustment or any taxpayer may appeal such decision to the District Court as provided in *Nebraska Revised Statutes* Section 19-912.
- (D) In evaluating such appeals and requests, the Board of Adjustment shall consider technical evaluation, all relevant factors, standards specified in other sections of this Article, and:
  - (1) The danger to life and property due to flooding or erosion damage;
  - (2) The danger that materials may be swept onto other lands to the injury of others;
  - (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner, future owners, and neighboring properties;
  - (4) The importance of the services provided by the proposed facility to the City;
  - (5) The necessity of the facility to have a waterfront location, where applicable;
  - (6) The availability of alternative locations that are not subject to flooding or erosion damage for the proposed use;
  - (7) The compatibility of the proposed use with existing and anticipated development;
  - (8) The relationship of the proposed use to the comprehensive plan and the floodplain management program for that area;
  - (9) The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - (10) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and,
  - (11) The costs of providing government services during and after flood conditions including emergency management services and maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, streets, and bridges.

### **(E) Conditions for Variances**

- (1) Variances shall only be issued upon a showing of good and sufficient cause and also upon a determination that failure to grant the variance would result in an exceptional hardship to the applicant.
- (2) Variances shall only be issued based upon a determination that the granting of a variance will not result in increased flood heights.
- (3) Variances shall only be issued based upon a determination that the granting of a variance will not result in additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or articles.
- (4) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items 5-9 below have been fully considered and requirements of state statute section 19-912-R.R.S. 1943 are met. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- (5) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure on the National Register of Historic

Places and the variance is the minimum necessary to preserve the historic character and design of the structure.

(6) Variances shall not be issued within any designated floodway if any increase in water surface elevations along the floodway profile during the base flood discharge would result.

(7) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(8) The applicant shall be given a written notice over the signature of a City representative that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance and also that such construction below the base flood elevation increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this Article.

(9) All requests for variances and associated actions and documents, including justification for their issuance, shall be maintained by the City.

## **25-19-19 ENFORCEMENT.**

### **A. Violations**

Failure to obtain a floodplain development permit or the failure of a structure or other development to be fully compliant with the provisions of this Article shall constitute a violation. A structure or other development without a floodplain development permit, elevation certificate, certification by a licensed professional engineer of compliance with these regulations, or other evidence of compliance is presumed to be in violation until such time as documentation is provided.

### **B. Notices**

When the floodplain administrator or other authorized City representative determines, based on reasonable grounds, that there has been a violation of the provisions of this Article, the floodplain administrator shall give notice of such alleged violation as hereinafter provided. Such notice shall:

- (1) Be in writing;
- (2) Include an explanation of the alleged violation;
- (3) Allow a reasonable time for the performance of any remedial act required;
- (4) Be served upon the property owner or their agent as the case may require; and
- (5) Contain an outline of remedial actions that, if taken, will bring the development into compliance with the provisions of this Article.

### **C. Penalties**

(1) Violation of the provisions of this Article or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or special exceptions) shall constitute a Class II Violation as stated in Article 6; 6-7-1 of the Scottsbluff Municipal Code. Any person, firm, corporate, or other entity that violates this Article or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$250.00, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.

(2) The imposition of such fines or penalties for any violation or non-compliance with this Article shall not excuse the violation or non-compliance or allow it to continue. All such violations or non-compliant actions shall be remedied within an established and reasonable time.

(3) Nothing herein contained shall prevent the City of Scottsbluff or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

**25-19-20 ALTERATION OR RELOCATION OF A WATERCOURSE.**

(A) A watercourse or drainway shall not be altered or relocated in any way that in the event of a base flood or more frequent flood will alter the flood carrying characteristics of the watercourse or drainway to the detriment of upstream, downstream, or adjacent locations.

(B) No alteration or relocation shall be made until all adjacent communities that may be affected by such action and the Nebraska Department of Natural Resources have been notified and all applicable permits obtained. Evidence of such notification shall be submitted to the Federal Emergency Management Agency.

**25-19-21 ENCROACHMENTS.**

(A) When proposing to permit any of the following encroachments, the standards in 25-19-22(B) shall apply:

- (1) Any development that will cause a rise in the base flood elevations within the floodway; or
- (2) Any development in Zones A, A1-30, and Zone AE without a designated floodway that will cause a rise of more than one foot in the base flood elevation; or
- (3) Alteration or relocation of a stream; then

(B) The applicant shall:

(1) Apply to FEMA for conditional approval of such action via the Conditional Letter of Map Revision process (as per Title 44 of the Code of Federal Regulations, Chapter 1, Part 65.12) prior to the permit for the encroachments; and

(2) Supply the fully approved package to the floodplain administrator including any required notifications to potentially affected property owners.

**25-19-22 FLOODWAY OVERLAY DISTRICT.**

(A) Within any floodway, any new construction or substantial improvements shall be prohibited.

(B) Standards for the Floodway Overlay District

- (1) New structures for human habitation are prohibited.
- (2) All encroachments, including fill, new construction, substantial improvements, and other development must be prohibited unless certification by a registered professional engineer or architect is provided demonstrating that the development shall not result in any increase in water surface elevations along the floodway profile during the occurrence of the base flood discharge. These developments are also subject to all the standards of 25-19-20 through 25-19-24.
- (3) In Zone A areas, obtain, review, and reasonably utilize any flood elevation and floodway data available through federal, state, or other sources, including studies done under 25-19-24 (H) "Subdivisions", in meeting the standards of this section.

(C) Only uses having a low flood-damage potential and not obstructing flood flows shall be allowed within the Floodway Overlay District to the extent that they are not prohibited by any other article. The following are recommended uses for the Floodway Overlay District:

- (1) Agricultural uses such as general farming, pasture, nurseries, and forestry
- (2) Residential uses such as lawns, gardens, parking, and play areas
- (3) Nonresidential uses such as loading areas, parking, and airport landing strips
- (4) Public and private recreational uses such as golf courses, archery ranges, picnic grounds, parks, and wildlife and nature preserves.

**25-19-23 ELEVATION AND FLOODPROOFING REQUIREMENTS.**

(A) Residential Structures

(1) In Zones A, AE, A1-30, and AH, all new construction and substantial improvements shall have the lowest floor, including basement, elevated to or above one (1) foot above the base flood elevation. Mechanical equipment including those associated with utilities, such as but not limited to electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall also be elevated to or above one (1) foot above base flood elevation.

(2) In Zone AO, all new construction and substantial improvements shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as one (1) foot above the depth number specified in feet on the FIRM or, if no depth number is specified on the FIRM, at least as high as three (3) feet. Mechanical equipment including those associated with utilities, such as but not limited to electrical, heating, ventilation, plumbing,

and air conditioning equipment and other service facilities, shall also be elevated to or above the one (1) foot above base flood elevation.

(3) In the floodway, new structures for human habitation are prohibited.

(B) Nonresidential Structures

(1) In Zones A, AE, A1-30, and AH, all new construction and substantial improvements shall have the lowest floor, including basement, mechanical equipment including those associated with utilities, such as but not limited to electrical, heating, ventilation, plumbing, and air condition equipment and other service facilities shall be elevated to or above one (1) foot above the base flood elevation.

A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A floodproofing certificate shall be provided to the floodplain administrator as set forth in Section 4.

(2) Zone AO areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In Zone AO all new construction and substantial improvements shall have the lowest floor, and mechanical equipment including those associated with utilities, such as but not limited to electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall be elevated above the highest adjacent grade at least as high as one (1) foot above the depth number specified in feet on the FIRM or, if no depth number is specified on the FIRM, at least as high as three (3) feet; or, together with attendant utility and sanitary facilities, floodproofed so that below one (1) foot above the base flood elevation:

(a) Adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A floodproofing certificate shall be provided to the floodplain administrator as set forth in Section 4.

(C) Space Below Lowest Floor

(1) Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be used solely for the parking of vehicles, building access, or limited storage of readily removable items.

(2) Fully enclosed areas below the lowest floor (excluding basements) and below the base flood elevation shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) A minimum of two openings having a net total area of not less than one (1) square inch for every one (1) square foot of enclosed space,

(b) The bottom of all openings shall not be higher than one (1) foot above grade, and

(c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.

(D) Appurtenant Structures

Structures accessory to a principal building may have the lowest floor below one foot above base flood elevation provided that the structure complies with the following requirements:

(1) The structure shall not be used for human habitation.

(2) The use of the structure must be limited to parking of vehicles or storage of items readily removable in the event of a flood warning.

(3) The floor area shall not exceed 864 square feet in R1, R1A, R4, and R6 zones.

(4) The structure shall have a low damage potential.

(5) The structure must be adequately anchored to prevent flotation, collapse, or other lateral movement.



(6) The structure shall be designed to automatically provide for the entry and exit of floodwaters for the purpose of equalizing hydrostatic forces. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) A minimum of two openings having a net area of not less than one (1) square inch for every one (1) square foot of enclosed space,

(b) The bottom of all openings shall not be higher than one (1) foot above grade, and

(c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.

(7) No utilities shall be installed except electrical fixtures in the structure, which must be elevated or floodproofed to one (1) foot above base flood elevation.

(8) The structure shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.

(9) If the structure is converted to another use, it must be brought into full compliance with the minimum standards governing such use.

#### E. Manufactured Homes

(1) Require that all manufactured homes to be placed or substantially improved within the floodplain overlay district be elevated on a permanent foundation such that the lowest floor of the manufactured home utilities, mechanicals, and equipment, is one (1) foot above the base flood elevation and be securely anchored to an adequately anchored foundation system in accordance with the provisions of this Article if the site meets the following criteria:

(a) Outside of a manufactured home park or subdivision,

(b) In a new manufactured home park or subdivision,

(c) In an expansion to an existing manufactured home park or subdivision, or

(d) In an existing manufactured home park or subdivision on which a manufactured home as incurred substantial damage as the result of a flood,

(2) New manufactured home parks of five (5) acres or fifty (50) lots, whichever is less, shall follow the standards of 25-19-24 (H) "Subdivisions".

(3) All manufactured homes shall be anchored to resist flotation, collapse, or lateral movement. Manufactured homes must be anchored in accordance with local building codes or FEMA guidelines. In the event that over-the-top ties to ground anchors are used, the following specific requirements (or their equivalent) shall be met:

(a) Over-the-top ties be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations and manufactured homes less than 50 feet long requiring one additional tie per side;

(b) Frame ties be provided at each corner of the manufactured home with five additional ties per side at intermediate points and manufactured homes less than 50 feet long requiring four additional ties per side;

(c) Any additions to the manufactured home be similarly anchored.

#### (F) Existing Structures

(1) The provisions of this Article do not require any changes or improvements to be made to lawfully existing structures. However, when an improvement is made to a structure in the floodplain, a floodplain development permit is required and the following provisions shall apply.

(2) Any addition, alteration, reconstruction, or improvement of any kind to an existing structure where the costs of which would equal or exceed fifty (50) percent of the pre-improvement market value shall constitute a substantial improvement and shall fully comply with the provisions of this Article.

(3) Any addition, alteration, reconstruction, or improvement of any kind to an existing structure in the floodway shall comply with the provisions of 25-19-22.

(4) Any addition, alteration, reconstruction, or improvement of any kind to an existing structure that will change the compliance requirements of the building shall require applicable documentation including an elevation certificate, floodproofing certificate, or no rise certification

## **25-19-24 DESIGN AND CONSTRUCTION STANDARDS.**

(A) Anchoring. All buildings or structures shall be firmly anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

### **(B) Building Materials and Utilities**

- (1) All buildings or structures shall be constructed with materials and utility equipment resistant to flood damage. All buildings or structures shall also be constructed by methods and practices that minimize flood and flood-related damages.
- (2) All buildings or structures shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(C) Drainage. Within Zones AO and AH, adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures.

### **(D) Water Supply and Sanitary Sewer Systems**

- (1) All new or replacement water supply and sanitary sewer systems shall be located, designed, and constructed to minimize or eliminate flood damages to such systems and the infiltration of floodwaters into the systems.
- (2) All new or replacement sanitary sewage systems shall be designed to minimize or eliminate discharge from the system into floodwaters.
- (3) On-site waste disposal systems shall be located and designed to avoid impairment to them or contamination from them during flooding.

(E) Other Utilities. All other utilities such as gas, electrical, and other utilities shall be located and constructed to minimize or eliminate flood damage to such utilities and facilities.

### **(F) Storage of Materials**

- (1) The storage or processing of materials that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.
- (2) The storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

### **(G) Recreational Vehicles**

Recreational vehicles to be placed on sites within the floodplain shall:

- (a) Be on site for fewer than 180 consecutive days;
- (b) Be fully licensed and ready for highway use, which shall mean it is on its wheels or jacking system, is attached to the site by only quick-disconnect type utilities and security devices, and no permanently attached additions; or
- (c) Meet the permit requirements and the elevation and anchoring requirements for manufactured homes of this article.

### **(H) Subdivisions**

Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, shall require assurance that:

- (1) All such proposals are consistent with the need to minimize flood damage;
- (2) All public utilities and facilities such as sewer, gas, electrical, and water systems are located, elevated, and constructed to minimize or eliminate flood damage;
- (3) Adequate drainage is provided so as to reduce exposure to flood hazards; and
- (4) Proposals for development (including proposals for manufactured home parks and subdivisions) of five (5) acres or fifty (50) lots, whichever is less, where base flood elevation data are not available, shall be supported by hydrologic and hydraulic analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for Conditional Letters of Map Revision and a Letters of Map Revision.

## **25-19-25 NONCONFORMING USE.**

(A) A structure or use of a structure or premises that was lawful before the passage or amendment of this Article, but that is not in conformity with the provisions of this Article may be continued subject to the following conditions:

- (1) If such use is discontinued for 12 consecutive months, any future use of the building premises shall conform to this Article. The Utility providers shall notify the floodplain administrator in writing of instances of nonconforming uses where utility services have been discontinued for a period of 12 months.
- (2) Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.

(B) If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50% of the market value of the structure before the damage occurred except that if it is reconstructed in conformity with the provisions of this Article. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, or safety code or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation.

## **25-19-26 AMENDMENTS.**

The regulations, restrictions, and boundaries of Article 19 may be amended, supplemented, changed or appealed as defined by 25-15-1 through 25-15-10 and 25-15-27.”

Section 2. Section 25-12-11 is now revised and amended to read as follows:

### **“25-12-11 RESIDENCE, BUILDINGS; EXCEPTIONS.**

Anything in any other provision of this Article to the contrary notwithstanding, the restrictions in §25-15-6, 25-15-7 and 25-15-10 of this Chapter shall not apply to a residence use if there is no increase in the number of dwelling units in such residence building unless such use is in a Floodplain Overlay Zone or a Floodplain District.”

Section 3. Section 25-12-12 is now revised and amended to read as follows:

### **“25-12-12 MANUFACTURED HOMES; EXCEPTION.**

Manufactured homes shall comply with the provisions of this Article pertaining to buildings; provided, a manufactured home can be replaced at any time by a more recent model home; provided, further, if the manufactured home is in a Floodplain Overlay Zone or Floodplain District, it shall comply with all of the provisions of Article 19 of this Chapter, as amended, applicable to manufactured homes.”

Section 4. Section 25-12-14 is now revised and amended to read as follows:

### **“25-12-14 SAME; STRUCTURE; ENLARGEMENT; ALTERATION.**

No structure in a Floodplain Overlay Zone which, although lawful immediately prior to the enactment of Article 19 of this Chapter, is not in conformity with all provisions of such Article 19 of this Chapter as amended, may be enlarged or otherwise altered except in conformity with the requirements of such Article as amended; provided, the ground floor of any structure in existence on June 26, 1978, may be enlarged:

- (A) If the enlargement does not exceed 25% or 250 square feet, whichever is greater; and
- (B) If, in addition, the value of the structure after the enlargement does not exceed 150% of the value of the structure before the enlargement.”

Section 5. Section 25-12-13 is now revised and amended as follows:

### **“25-12-13 FLOODPLAIN OVERLAY ZONE; USES.**

Anything in any other provision of this Article to the contrary notwithstanding, a use of any structure or other use of premises in a Floodplain Overlay Zone which existed and was lawful immediately prior to the enactment of Article 19 of this Chapter, and which still existed on November 12, 1979, may be continued even if it was not, and is not, in conformity with all provisions of such Article or amendments thereof; provided, no such use, if discontinued for a period of 1 year, may be re-established. Any use which does not conform to the provisions of Article 19 of this Chapter or any amendment thereof may not be changed to another non-conforming use.”

Section 6. Section 25-15-27 is now revised amended to read as follows:

**“25-15-17 FLOODPLAIN OVERLAY ZONE; AMENDMENTS.**

- A. The regulations, restrictions, and boundaries set forth in this Article may from time to time be amended, supplemented, changed, or repealed to reflect any and all changes in Federal, State, or Local regulations provided, however, that no such action may be taken until after a public hearing in relation thereto, at which citizens and parties in interest shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Scottsbluff. At least ten (10) days shall elapse between the date of this publication and the public hearing.
- B. A copy of such Amendment will be provided to the Nebraska Department of Natural Resources and the Federal Emergency Management Agency for review and approval before being adopted.”

Section 7. Section 25-3-22 Floodplain Zoning Jurisdiction is now repealed.

Section 8. Prior Sections 25-19-1 through 25-19-29, 25-12-11, 25-12-12, 25-12-14, 25-12-13 and 25-15-27 are now amended and included in the Scottsbluff Municipal Code, Section 25-3-22 is now repealed, 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 9. 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, October 3, 2022**

**Regular Meeting**

## **Item Resolut.4**

**Council to consider action on the first reading of the Ordinance establishing the residency requirements for Fire Department employees.**

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

## Agenda Statement

Item No.

For Meeting of: October 3, 2022

**AGENDA TITLE:** Council to consider the first reading of an ordinance establishing the residency requirements for Fire Department employees.

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

**PRESENTATION BY:** Tom Schingle, Fire Chief

**SUMMARY EXPLANATION:** It came to our attention that no residency requirement had been established for firefighters by ordinance or contract as specified in the City of Scottsbluff Administrative Regulations. This ordinance will establish such residency requirement for firefighters hired on or after October 1, 2022. Incumbent firefighters will not be affected by the passage of this ordinance and will continue to adhere to the residency requirement established by the Department.

**BOARD/COMMISSION/STAFF RECOMMENDATION:** N/A

**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) \_\_\_\_\_

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

Please list names and addresses required for notification.

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_

**City Manager**

---

Rev: 12/14/ City Clerk

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 8, ARTICLE 1 OF THE SCOTTSBLUFF MUNICIPAL CODE IN DEALING WITH THE FIRE DEPARTMENT BY INCLUDING A RESIDENCY REQUIREMENT FOR EMPLOYEES AND STAFF ADDING §8-1-23 SETTING FORTH THE RESIDENCY REQUIREMENT, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

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

Section 1. Chapter 8, Article 1 of the Scottsbluff Municipal Code is amended by adding Section 23 and the following language:

**“8-1-23. Employees and department staff; residence requirement.**

All employees and department staff of the Scottsbluff Fire Department hired after October 1, 2022, shall reside no more than fifteen (15) miles from the corporate limits of the City of Scottsbluff, provided, in any event, no employee or department staff shall reside no more than thirty (30) minutes response time from the corporate limits of the City of Scottsbluff from the time of notification by the Fire Department as determined by the Fire Chief.”

Section 2. All other ordinances and parts of ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to effect any rights or duties existing at the time this Ordinance becomes effective and shall not effect the current residency of any employees or department staff of the Fire Department but shall be interpreted according to regulations as adopted by the Fire Chief and the Fire Department of the City of Scottsbluff.

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

PASSED AND APPROVED on \_\_\_\_\_, 2022.

Attest:

\_\_\_\_\_  
Mayor

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

Approved as to form:

\_\_\_\_\_  
City Attorney

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Bids1**

**Council to discuss and consider action on awarding the bid for the City Hall HVAC replacement to Big Mack HVAC in the amount of \$67,978.00**

**Staff Contact: Kevin Spencer & Liz Loutzenhiser, Interim City Man**





September 28, 2022

Honorable Mayor and City Council  
City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

RE: City Hall HVAC Replacement

Dear Mayor and City Council:

Bids were received and opened at 1:00 p.m. on September 26, 2022 at City Hall, Scottsbluff, Nebraska for the above referenced project. Two (2) bids were received. The bids received were as follows:

|                                | <u>Total Bid</u> |
|--------------------------------|------------------|
| Johnson Controls, Cheyenne, WY | \$166,530.85     |
| Big Mack HVAC, Gering, NE      | \$67,978.00      |
| Engineer's Estimate            | \$100,170.00     |

The Engineer's Estimate was based similar projects bid in the area. The Engineers Estimate was also inflated given the history of supply and demand and inflation on HVAC materials. Big Mack included product information with their bid of the systems they propose to use which appear to be appropriate. The significant difference between the high bid and low bid is assumed to be distance of travel, per diem during construction, as well as product availability. Big Mack has provided services in the area for some time and their local presence should be considered an asset for ongoing maintenance purposes.

We have reviewed the contractor's bid documents and would recommend award of the project to Big Mack HVAC in the amount of \$67,978.00.

Sincerely,

FOR THE FIRM OF  
M.C. SCHAFF & ASSOCIATES, INC.

David Schaff, P.E.

G:\Jobs\1SB100002 City Planning & Zoning\City Hall HVAC Replacement\RecommendofAward.doc

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Bids2**

**Council to discuss and consider action on awarding the bid for the 18th Street Plaza Improvement Project to Mark Chrisman Trucking, Inc. in the amount of \$482,921.10.**

**Staff Contact: Kevin Spencer & Liz Loutzenhiser, Interim City Man**



September 28, 2022

Honorable Mayor and City Council  
City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

RE: 18<sup>th</sup> Street Plaza Improvement Project

Dear Mayor and City Council:

Bids were received and opened at 2:30 p.m. on September 26, 2022 at City Hall, Scottsbluff, Nebraska for the above referenced project. Four (4) bids were received. The bids received were as follows:

|   | <u>Total Bid</u> |
|---|------------------|
| Mark Chrisman Trucking                  | \$482,921.10     |
| Infinity Construction                   | \$546,733.00     |
| Eric Reichert Insulation & Construction | \$594,621.94     |
| Paul Reed Construction & Supply         | \$684,609.43     |
| Engineer's Estimate                     | \$651,562.00     |

Both Mark Chrisman Trucking and Eric Reichert Insulation and Construction had minor mathematical errors on their bids, but the correct totals are shown. The attached bid tabulation explains the errors.

The low bidder is Mark Chrisman Trucking. They have worked in the area for many years, typically as an excavation and trucking contractor, but have recently started a concrete construction division. As part of the bid submitted, they included a list of past and current projects; that is attached. Additionally, we have included a list of subcontractors they plan to use.

We have reviewed the contractor's bid documents and would recommend award of the project to Mark Chrisman Trucking in the amount of \$482,921.10.

Sincerely,

FOR THE FIRM OF  
M.C. SCHAFF & ASSOCIATES, INC.

Adam Vath, P.E.

Mark Chrisman Trucking in.

Contact Taylor Chrisman

308-631-7397

[Taylorchrisman2022@gmail.com](mailto:Taylorchrisman2022@gmail.com)

#### SUBCONTRACTOR LIST FOR 18<sup>TH</sup> STREET PLAZA IMPORVEMENTS

Mark Chrisman Trucking Inc. – Demolition of existing conditions, Site grading, import structural fill material for stage, Installation of p.c.c. flatwork, installation of stage concrete footings floor and columns

Red Iron Masonry- installation of all brick veneer

Scottsbluff Landscaping- sod, mulch, irrigation, trees

Garcia flooring and Handyman Services- Installation of roof framing

Adams Electric- performing all electrical services

Thanks

Taylor Chrisman



| 18th Street Plaza Improvement Project<br>City of Scottsbluff<br>Bid Date: September 26, 2022 @ 2:30 pm Mountain Time |   |      |          | Mark Chrisman Trucking<br>140719 CR 26<br>Scottsbluff, NE 69361 |               | Infinity Construction, Inc<br>PO Box 2453<br>Scottsbluff, NE 69363 |               |
|--|---|------|----------|---|---------------|--|---------------|
| No.  | Description   | Unit | Quantity | Unit Cost   | Total         | Unit Cost  | Total         |
| 1  | Mobilization  | LS   | 1        | \$ 25,000.00  | \$ 25,000.00  | \$ 35,767.00   | \$ 35,767.00  |
| 2  | Clear and Grub  | LS   | 1        | \$ 3,000.00   | \$ 3,000.00   | \$ 1,800.00  | \$ 1,800.00   |
| 3  | Remove Existing Pavement, Curb, Gutter, Etc               | SF   | 18,250   | \$ 0.60   | \$ 10,950.00  | \$ 1.00  | \$ 18,250.00  |
| 4  | Remove Existing Canopy and Appurtances (Salvage to Owner) | LS   | 1        | \$ 4,250.00   | \$ 4,250.00   | \$ 2,500.00  | \$ 2,500.00   |
| 5  | 30' x 24' Stage with Timber Canopy                        | LS   | 1        | \$ 119,000.00   | \$ 119,000.00 | \$ 158,000.00  | \$ 158,000.00 |
| 6  | Cast-in-Place P.C. Concrete Benches with Brick Veneer     | EA   | 2        | \$ 13,000.00  | \$ 26,000.00  | \$ 10,345.00   | \$ 20,690.00  |
| 7  | Cast-in-Place P.C. Concrete Gateway Columns with Sign     | EA   | 2        | \$ 18,000.00  | \$ 36,000.00  | \$ 21,000.00   | \$ 42,000.00  |
| 8  | Brick Veneer (Contractor Supplied)                        | SF   | 1,200    | \$ 43.06  | \$ 51,672.00  | \$ 36.00   | \$ 43,200.00  |
| 9  | Brick Veneer (Installation of Donation Bricks)            | SF   | 150      | \$ 20.26  | \$ 3,039.00   | \$ 32.00   | \$ 4,800.00   |
| 10   | 8-Inch P.C. Concrete Pavement                             | SY   | 250      | \$ 58.68  | \$ 14,670.00  | \$ 84.00   | \$ 21,000.00  |
| 11   | 6-Inch P.C. Concrete Pavement                             | SY   | 625      | \$ 52.00  | \$ 32,500.00  | \$ 61.00   | \$ 38,125.00  |
| 12   | 5-Inch P.C. Concrete Sidewalk                             | SF   | 7,750    | \$ 6.00   | \$ 46,500.00  | \$ 6.30  | \$ 48,825.00  |
| 13   | 5-Inch P.C. Concrete Stamped Concrete Border/Sidewalk     | SF   | 1,300    | \$ 24.00  | \$ 31,200.00  | \$ 24.52   | \$ 31,876.00  |
| 14   | City of Scottsbluff Standard Park Benches                 | EA   | 5        | \$ 1,200.00   | \$ 6,000.00   | \$ 1,000.00  | \$ 5,000.00   |
| 15   | City of Scottsbluff Standard Picnic Tables                | EA   | 10       | \$ 2,226.00   | \$ 22,260.00  | \$ 2,500.00  | \$ 25,000.00  |
| 16   | Electrical Improvements                                   | LS   | 1        | \$ 4,735.00   | \$ 4,735.00   | \$ 3,500.00  | \$ 3,500.00   |
| 17   | 2 1/2" Cal. Tree  | EA   | 11       | \$ 750.00   | \$ 8,250.00   | \$ 1,200.00  | \$ 13,200.00  |
| 18   | Irritation System w/ Connection to Existing System        | LS   | 1        | \$ 18,000.00  | \$ 18,000.00  | \$ 10,500.00   | \$ 10,500.00  |
| 19   | Sodding   | SF   | 10,500   | \$ 0.89   | \$ 9,345.00   | \$ 1.50  | \$ 15,750.00  |
| 20   | Shredded Redwood Mulch                                    | CY   | 35       | \$ 192.86   | \$ 6,750.10   | \$ 150.00  | \$ 5,250.00   |
| 21   | Adjust Valve Box to Grade                                 | EA   | 2        | \$ 150.00   | \$ 300.00     | \$ 300.00  | \$ 600.00     |
| 22   | Adjust Manhole to Grade                                   | EA   | 2        | \$ 500.00   | \$ 1,000.00   | \$ 300.00  | \$ 600.00     |
| 23   | Adjust Inlet Grate to Grade                               | EA   | 1        | \$ 2,500.00   | \$ 2,500.00   | \$ 500.00  | \$ 500.00     |
| Total Items 1-23   |   |      |          |   | \$ 482,921.10 |  | \$ 546,733.00 |
| Proposed Start Date  |   |      |          | October 10, 2022  |               | November 1, 2022   |               |

| 18th Street Plaza Improvement Project<br>City of Scottsbluff<br>Bid Date: September 26, 2022 @ 2:30 pm Mountain Time |   |      |          | Eric Reichert Ins. & Const., Inc.<br>1502 19th Ave<br>Scottsbluff, NE 69361 |               | Paul Reed Const. & Supply<br>2970 N. 10th St<br>Gering, NE 69341 |               |
|--|---|------|----------|---|---------------|--|---------------|
| No.  | Description   | Unit | Quantity | Unit Cost   | Total         | Unit Cost  | Total         |
| 1  | Mobilization  | LS   | 1        | \$ 24,469.50  | \$ 24,469.50  | \$ 23,459.15   | \$ 23,459.15  |
| 2  | Clear and Grub  | LS   | 1        | \$ 7,613.60   | \$ 7,613.60   | \$ 10,130.27   | \$ 10,130.27  |
| 3  | Remove Existing Pavement, Curb, Gutter, Etc               | SF   | 18,250   | \$ 1.03   | \$ 18,797.50  | \$ 2.39  | \$ 43,617.50  |
| 4  | Remove Existing Canopy and Appurtances (Salvage to Owner) | LS   | 1        | \$ 8,690.00   | \$ 8,690.00   | \$ 8,597.49  | \$ 8,597.49   |
| 5  | 30' x 24' Stage with Timber Canopy                        | LS   | 1        | \$ 192,404.17   | \$ 192,404.17 | \$ 203,700.60  | \$ 203,700.60 |
| 6  | Cast-in-Place P.C. Concrete Benches with Brick Veneer     | EA   | 2        | \$ 10,605.48  | \$ 21,210.96  | \$ 8,983.73  | \$ 17,967.46  |
| 7  | Cast-in-Place P.C. Concrete Gateway Columns with Sign     | EA   | 2        | \$ 26,383.43  | \$ 52,766.86  | \$ 8,945.77  | \$ 17,891.54  |
| 8  | Brick Veneer (Contractor Supplied)                        | SF   | 1,200    | \$ 2.68   | \$ 3,216.00   | \$ 50.71   | \$ 60,852.00  |
| 9  | Brick Veneer (Installation of Donation Bricks)            | SF   | 150      | \$ 9.20   | \$ 1,380.00   | \$ 32.33   | \$ 4,849.50   |
| 10   | 8-Inch P.C. Concrete Pavement                             | SY   | 250      | \$ 108.32   | \$ 27,080.00  | \$ 85.09   | \$ 21,272.50  |
| 11   | 6-Inch P.C. Concrete Pavement                             | SY   | 625      | \$ 91.96  | \$ 57,475.00  | \$ 71.67   | \$ 44,793.75  |
| 12   | 5-Inch P.C. Concrete Sidewalk                             | SF   | 7,750    | \$ 7.29   | \$ 56,497.50  | \$ 9.17  | \$ 71,067.50  |
| 13   | 5-Inch P.C. Concrete Stamped Concrete Border/Sidewalk     | SF   | 1,300    | \$ 17.09  | \$ 22,217.00  | \$ 27.27   | \$ 35,451.00  |
| 14   | City of Scottsbluff Standard Park Benches                 | EA   | 5        | \$ 1,071.16   | \$ 5,355.80   | \$ 3,881.41  | \$ 19,407.05  |
| 15   | City of Scottsbluff Standard Picnic Tables                | EA   | 10       | \$ 2,366.11   | \$ 23,661.10  | \$ 2,795.14  | \$ 27,951.40  |
| 16   | Electrical Improvements                                   | LS   | 1        | \$ 2,415.00   | \$ 2,415.00   | \$ 2,868.95  | \$ 2,868.95   |
| 17   | 2 1/2" Cal. Tree  | EA   | 11       | \$ 862.50   | \$ 9,487.50   | \$ 1,081.27  | \$ 11,893.97  |
| 18   | Irrigation System w/ Connection to Existing System        | LS   | 1        | \$ 27,500.00  | \$ 27,500.00  | \$ 22,279.92   | \$ 22,279.92  |
| 19   | Sodding   | SF   | 10,500   | \$ 1.73   | \$ 18,165.00  | \$ 1.21  | \$ 12,705.00  |
| 20   | Shredded Redwood Mulch                                    | CY   | 35       | \$ 114.67   | \$ 4,013.45   | \$ 220.27  | \$ 7,709.45   |
| 21   | Adjust Valve Box to Grade                                 | EA   | 2        | \$ 1,916.25   | \$ 3,832.50   | \$ 2,581.60  | \$ 5,163.20   |
| 22   | Adjust Manhole to Grade                                   | EA   | 2        | \$ 2,205.00   | \$ 4,410.00   | \$ 4,169.13  | \$ 8,338.26   |
| 23   | Adjust Inlet Grate to Grade                               | EA   | 1        | \$ 1,963.50   | \$ 1,963.50   | \$ 2,641.97  | \$ 2,641.97   |
| Total Items 1-23   |   |      |          |   | \$ 594,621.94 |  | \$ 684,609.43 |
| Proposed Start Date  |   |      |          | January 2023  |               | November 15, 2022  |               |

| 18th Street Plaza Improvement Project<br>City of Scottsbluff<br>Bid Date: September 26, 2022 @ 2:30 pm Mountain Time |   |      |          | Engineers Estimate |               |
|--|---|------|----------|--------------------|---------------|
| No.  | Description   | Unit | Quantity | Unit Cost          | Total         |
| 1  | Mobilization  | LS   | 1        | \$ 60,000.00       | \$ 60,000.00  |
| 2  | Clear and Grub  | LS   | 1        | \$ 15,000.00       | \$ 15,000.00  |
| 3  | Remove Existing Pavement, Curb, Gutter, Etc               | SF   | 18,250   | \$ 1.50            | \$ 27,375.00  |
| 4  | Remove Existing Canopy and Appurtances (Salvage to Owner) | LS   | 1        | \$ 25,000.00       | \$ 25,000.00  |
| 5  | 30' x 24' Stage with Timber Canopy                        | LS   | 1        | \$ 115,000.00      | \$ 115,000.00 |
| 6  | Cast-in-Place P.C. Concrete Benches with Brick Veneer     | EA   | 2        | \$ 15,000.00       | \$ 30,000.00  |
| 7  | Cast-in-Place P.C. Concrete Gateway Columns with Sign     | EA   | 2        | \$ 20,000.00       | \$ 40,000.00  |
| 8  | Brick Veneer (Contractor Supplied)                        | SF   | 1,200    | \$ 26.50           | \$ 31,800.00  |
| 9  | Brick Veneer (Installation of Donation Bricks)            | SF   | 150      | \$ 22.00           | \$ 3,300.00   |
| 10   | 8-Inch P.C. Concrete Pavement                             | SY   | 250      | \$ 85.00           | \$ 21,250.00  |
| 11   | 6-Inch P.C. Concrete Pavement                             | SY   | 625      | \$ 72.50           | \$ 45,312.50  |
| 12   | 5-Inch P.C. Concrete Sidewalk                             | SF   | 7,750    | \$ 9.00            | \$ 69,750.00  |
| 13   | 5-Inch P.C. Concrete Stamped Concrete Border/Sidewalk     | SF   | 1,300    | \$ 38.00           | \$ 49,400.00  |
| 14   | City of Scottsbluff Standard Park Benches                 | EA   | 5        | \$ 1,350.00        | \$ 6,750.00   |
| 15   | City of Scottsbluff Standard Picnic Tables                | EA   | 10       | \$ 2,400.00        | \$ 24,000.00  |
| 16   | Electrical Improvements                                   | LS   | 1        | \$ 15,000.00       | \$ 15,000.00  |
| 17   | 2 1/2" Cal. Tree  | EA   | 11       | \$ 1,500.00        | \$ 16,500.00  |
| 18   | Irritation System w/ Connection to Existing System        | LS   | 1        | \$ 25,000.00       | \$ 25,000.00  |
| 19   | Sodding   | SF   | 10,500   | \$ 2.00            | \$ 21,000.00  |
| 20   | Shredded Redwood Mulch                                    | CY   | 35       | \$ 175.00          | \$ 6,125.00   |
| 21   | Adjust Valve Box to Grade                                 | EA   | 2        | \$ 500.00          | \$ 1,000.00   |
| 22   | Adjust Manhole to Grade                                   | EA   | 2        | \$ 1,000.00        | \$ 2,000.00   |
| 23   | Adjust Inlet Grate to Grade                               | EA   | 1        | \$ 1,000.00        | \$ 1,000.00   |
| Total Items 1-23   |   |      |          |                    | \$ 651,562.50 |
| Proposed Start Date  |   |      |          |                    |               |

The bid items highlighted on Mark Chrisman's bid were incorrectly tabulated on their bid form. Per the contract the discrepancies are resolved in favor of the unit price. The correct totals are shown on the above bid tab. The submitted bid was for \$482,962.38. The corrected total is \$482,921.10 for a decrease in the overall bid of \$41.28.

The bid item highlighted on Eric Reichert's bid was incorrectly tabulated on their bid form. Per the contract the discrepancies are resolved in favor of the unit price. The correct totals are shown on the above bid tab. In Addition, the written final total was incorrect when calulated using the totals from each pay item. The final total was written \$594,615.95, The total, as submitted, should have been \$594,621.84. The correct final total is \$594,621.94 for an increase in the overall bid of \$0.10.



# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Public Inp1**

**Council to discuss and consider action on a Community Festival Permit for the Downtown Scottsbluff Association's Very Merry Christmas Market Event on December 3, 2022 from 12:00 -5:00 p.m. to include vendors, noise permit and street closure of the 1600-1800 Blocks of Broadway.**

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. Downtown Scottsbluff Association  
(name of sponsoring organization) %Jeri Goodman  
P. O. Box 28 Scottsbluff NE 308-635-8606  
(street) (city) (state) (telephone number)  
Kristin Wiebe 308 672 3923  
(chairperson responsible for event) (day telephone number)  
(Very Merry Christmas Market)
2. City of Scottsbluff - small business outreach  
(name of co-sponsoring organization)  
2525 Circle Dr Scottsbluff NE 308-632-4136  
(street) (city) (state) (telephone number)  
Sharaya Toof 308-632-0052  
(contact person) (day telephone number)
3. **Event Information**  
Very Merry Christmas Market  
(name of event) setup at 11am  
Saturday, December 3, 2022 noon - 5pm  
(date(s) of event) (time(s) of event)  
16th & Broadway to 18th & Broadway  
(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.)  
Approximately 30-40 vendors w/ canopy booths on street. A variety of food trucks & local small group entertainment planned  
\*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**  
16th & Broadway to 18th & Broadway  
Please note any streets to be closed and the times required for closure
6. **Flags/Banners/Signs**  
Yard type signs placed in garden bulb out & store window flyers
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 Yes this is through the DSA  
X No \_\_\_\_\_

Community Festival/Business Promotion

Street Carnival

\$200,000 for one person

\$500,000 for any one accident

\$ 50,000 for injuries to property

\$ 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: 9-23-22

Signed:

Jeri Goodman  
DSA

(name of sponsoring organization)

Jeri Goodman  
DSA

(signature of authorized representative of  
sponsoring organization)

Kristin Witek  
Very Merry Christmas Market

(name of co-sponsoring organization)

(signature of authorized representative of  
co-sponsoring organization)



DOWNSCO-01

JSCHANAMAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2022

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<br>J.G. Elliott Insurance Center<br>1110 Circle Drive<br>Scottsbluff, NE 69361         | CONTACT NAME: <b>Jackline Schanaman</b>                      |                |
|   | PHONE (A/C, No, Ext): <b>(308) 633-9708</b>                  | FAX (A/C, No): |
|   | E-MAIL ADDRESS: <b>jschanaman@jgelliott.com</b>              |                |
|   | INSURER(S) AFFORDING COVERAGE                                | NAIC #         |
|   | INSURER A : <b>United States Liability Insurance Company</b> | <b>25895</b>   |
| INSURED<br><br><b>Downtown Scottsbluff Association<br/>P O Box 28<br/>Scottsbluff, NE 69363</b> | INSURER B : <b>CNA SURETY</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        | COMMERCIAL GENERAL LIABILITY   | X         |          | NBP1559995A   | 6/2/2022                | 6/2/2023                | EACH OCCURRENCE \$ <b>1,000,000</b>                                  |
|          | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>          |
|          | X Blanket Addl Insured   |           |          |               |                         |                         | MED EXP (Any one person) \$ <b>5,000</b>                             |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ <b>1,000,000</b>                            |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |           |          |               |                         |                         | GENERAL AGGREGATE \$ <b>2,000,000</b>                                |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$  |
|          | OTHER:   |           |          |               |                         |                         |  |
|          |  |           |          |               |                         |                         |  |
|          |  |           |          |               |                         |                         |  |
|          |  |           |          |               |                         |                         |  |
|          | AUTOMOBILE LIABILITY   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                               |
|          | <input type="checkbox"/> ANY AUTO  |           |          |               |                         |                         | BODILY INJURY (Per person) \$  |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS   |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          |  |           |          |               |                         |                         |  |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR   |           |          |               |                         |                         | EACH OCCURRENCE \$   |
|          | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE   |           |          |               |                         |                         | AGGREGATE \$   |
|          | DED <input type="checkbox"/> RETENTION \$  |           |          |               |                         |                         |  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |           |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A |           |          |               |                         |                         | E.L. EACH ACCIDENT \$  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$  |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                                       |
| B        | Bond   |           |          | 61320962      | 5/21/2022               | 5/21/2023               | <b>2,500</b>   |

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

## CERTIFICATE HOLDER

## CANCELLATION

|   |  |
|---|--|
| City of Scottsbluff<br>2525 Circle Drive<br>Scottsbluff, NE 69361 | 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<br><i>Jackie Schanaman</i>   |

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Reports1**

**Council to discuss and consider action on the Memorandum of Understanding (MOU) between the City of Scottsbluff, West Nebraska Arts Center and the Oregon Trail Community Foundation and authorize the Mayor to sign the MOU.**

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

## **Memorandum of Understanding**

WHEREAS, the City of Scottsbluff will be the applicant, and the City of Scottsbluff, the West Nebraska Arts Center and the Oregon Trail Community Foundation have come together to partner and to prepare applications for Creative District grants; and

WHEREAS, the partners listed above have agreed to enter into this Memorandum of Understanding in which the City of Scottsbluff will be the lead agency and named applicant and the other partners will work together in this application process and future Scottsbluff Creative District efforts; and

WHEREAS, the applications prepared and approved through its partners are to be submitted to the proper agencies before any set deadlines; and

WHEREAS, the partners are interested in improving the creative atmosphere of the City of Scottsbluff and have worked together in the past on other successful projects.

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

The City of Scottsbluff agrees to:

- Take the lead applicant role for the Creative District designation through the Nebraska Arts Council.
- Be the District Administrator, including the role of Project Coordinator.
- The Small Business Outreach Coordinator and/or the Economic Development Director or their designee will take an active part in the planning process for the Creative District.
- Provide financial grant match for Creative District grants, if needed.
- Assist with community outreach for any projects set forth by the Creative District committee and approved by the City Council.

The West Nebraska Arts Center agrees to:

- Provide a designee that will take an active part in the planning process for the Scottsbluff Creative District and hold a seat on the Creative District Committee.
- Assist with community outreach for the Creative District.
- Cooperate with the City of Scottsbluff in any needed advertising of projects set forth by the Creative District Committee and approved by the City Council.

The Oregon Trail Community Foundation agrees to:

- Provide a designee that will take an active part in the planning process for the Scottsbluff Creative District and hold a seat on the Creative District Committee.
- Assist with community outreach for the Creative District.
- Cooperate with the City of Scottsbluff in any needed advertising of projects set forth by the Creative District Committee and approved by the City Council.
- Take the lead role of Fiscal Agent for the District after setting up an Advisory Committee to be the responsible parties in this partnership.

City of Scottsbluff

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

Date: \_\_\_\_\_

West Nebraska Arts Center

By: Mary B. Hunt

Date: 9-28-22

Oregon Trail Community Foundation

By: [Signature]

Date: 9/29/22

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Reports2**

**Council to discuss and consider action on the Agreement between the City of Scottsbluff and Twin Cities Baseball, Inc. and authorize the Mayor to sign the Agreement.**

**Staff Contact: Kevin Spencer & Liz Loutzenhiser, Interim City Man**



## **AGREEMENT**

THIS AGREEMENT dated \_\_\_\_\_, 2022 by and between the City of Scottsbluff, Nebraska, a Municipal Corporation, ("City") and Twin Cities Baseball, Inc., a Nebraska non-profit corporation, ("Twin Cities").

### **RECITALS:**

- a. The City owns a park named Cleveland Field located at 1615 West 20<sup>th</sup> Street, Scottsbluff, NE which is used by organizations in the City as a baseball field.
- b. Twin Cities operates the legion baseball program in the City and has requested the City allow it to make improvements to the infield of Cleveland Field by paying for the installation of a synthetic turf system ("turf"),
- c. The parties have determined it would be mutually beneficial and in each of the parties best interests to allow Twin Cities to install turf on the infield of Cleveland Field.

### **AGREEMENT:**

#### **1. Obligations of Twin Cities:**

- a. Twin Cities agrees to bid, contract for, supervise and pay for the installation of turf at Cleveland Field according to plans approved by the City.
- b. Twin Cities agrees to notify the City when installation begins and to provide information when access is necessary to enter and exit Cleveland Field to install the turf.
- c. Twin Cities agrees to require its contractor to provide a performance bond and payment bond pursuant to Neb. Rev. Stat. §52-118. Twin Cities agrees the installation of turf is completed in a timely and workmanlike manner. Twin Cities also agrees to keep the City and its staff informed of the installation process as well as notify the City of any issues that arise during installation.
- d. Twin Cities agrees to coordinate the installation with all other users of Cleveland Field and the installation will be completed prior to the Term set forth in paragraph 3. of this Agreement..
- e. When installation is complete, Twin Cities agrees to notify the City and agrees to clean and maintain the remainder of Cleveland Field in accordance with instruction from the City for seeding and leveling and leave Cleveland Field in good condition and order for use as a park and playing field.

2. **Obligations of City:**

- a. City agrees to provide Twin Cities and its contractor access to Cleveland Field to install the turf during normal working hours for the City.
- b. City agrees to work with and assist Twin Cities with any permits required for the installation of turf.
- c. City agrees, upon request by Twin Cities, to provide information known by the City regarding Cleveland Field to assist in the installation of turf.

3. **Term:** The parties agree all obligations and conditions in this Agreement will be met by December 31, 2022. If the obligations or conditions have not been met by that date either party may, in its sole discretion, send written notice to the other party of their intent to terminate this Agreement. Upon written notification this Agreement will become null and void. The address to send written notification to each party is as follows:

City of Scottsbluff  
c/o City Manager  
2525 Circle Drive  
Scottsbluff, NE 69361

Twin Cities Baseball, Inc.  
c/o Steve Dunkel  
1620 West 20<sup>th</sup>  
P.O. Box 262  
Scottsbluff, NE 69361-0262

4. **Indemnification and Insurance:** Twin Cities agrees to indemnify, protect and hold the City harmless from and against any and all liability, claims, losses, costs of investigation and defense, damaged property or bodily injury or death to any person, which may arise out of or be caused by the installation of turf at Cleveland Field. Twin Cities agrees to provide proof of payment and performance bonds, as well as proof of liability insurance, sufficient in an amount solely within the discretion of the City, prior to beginning any installation of turf.

5. **Independent Contractor:** Twin Cities will act as an independent contractor and not as an employee of the City. The City shall have no right to control the manner in which Twin Cities accomplishes the obligations of installing the turf. Twin Cities will provide all equipment, tools and machinery necessary to accomplish installing the turf and agrees to carry out the obligations in a reasonable and timely fashion.

6. **General Provisions:**

- a. This Agreement and all rights hereunder may not be assigned by either party at any time.
- b. This Agreement may only be amended by a signed document from both parties.

c. This Agreement will be interpreted according to the laws of the State of Nebraska.

CITY OF SCOTTSBLUFF, NEBRASKA,

By \_\_\_\_\_  
Jeanne McKerrigan, Mayor

ATTEST:

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

Twin Cities Baseball, Inc.,  
A Nebraska non-profit corporation,

BY \_\_\_\_\_  
Steve Dunkel, President

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Reports3**

**Council to discuss and consider action on the Support Agreement between the City of Scottsbluff and the Gering Multipurpose Senior Center and authorize the Mayor to sign the Agreement.**

**Staff Contact: Kevin Spencer & Liz Loutzenhiser, Interim City Man**

## **SUPPORT AGREEMENT**

The City of Scottsbluff, Nebraska (“City”) and the Gering Multipurpose Senior Center, a Nebraska non-profit corporation (“Senior Center”) agree to provide support and services as set forth in this Support Agreement (“Agreement”).

### **Recitals:**

- A. Senior Center assists the City by providing facilities, programs and services designed to meet the needs of elderly persons in the Nebraska Panhandle (“services”), including for residents within the City; and
- B. The City had relied upon the Scottsbluff Senior Center to provide the services, however at the time of this Agreement it is no longer in operation; and
- C. The Senior Center has requested financial support from the City to continue its services; and
- D. The City has determined that as long as services are provided to its residents, there is no Scottsbluff Senior Center in operation and the City maintains its current level of funding, it will support the Senior Center as the support would benefit residents of the City; and
- E. An agreement to provide support between the City and Senior Center is appropriate for both parties.

### **Agreement:**

1. Term: The City will enter into this Agreement in reliance upon its current level of funding and revenue and in the event such funding and revenue is reduced, the City may terminate this Agreement, upon written notice to Senior Center. All support by the City shall be determined each fiscal year and shall be addressed during the City’s budgetary process. This Agreement shall be for a period of one year, effective October 1, 2022 to September 30, 2023. Either party may, with a 30-day written notice, terminate this Agreement with or without cause.

2. Services Provided by Senior Center: Services provided by the Senior Center include: providing facilities, programs and services designed to meet the needs of elderly persons.

3. Use of Support Funds by Senior Center: Provided the City makes funding available, all funds received by Senior Center from the City pursuant to this Agreement must be used for the continuation of services to the City and areas of the Nebraska Panhandle. Senior Center shall report to the City Manager of the City on a regular basis setting forth the services provided.

4. Reporting. As a way of insuring the City's support funds will be used in compliance with this Agreement, a representative of the Senior Center will report to the City Manager on a monthly basis the per day attendance, monthly attendance, per day in person lunches and monthly in person lunches, on the attached spread sheet, marked as Exhibit "A" and incorporated by the reference. The report shall include the number of City residents and be provided to the City Manager by the 10<sup>th</sup> day of each month during the term of this Agreement.

5. Early Termination: Upon early termination, the City's support to the Senior Center shall be prorated, using a daily basis.

6. Total Support Payment to Senior Center: Provided the City has funding available, the City by this Agreement shall contribute a monthly amount of money to support the Senior Center equal to \$1,000.00. These funds shall be used to provide services for the City's residents as provided in paragraph 2 above.

CITY OF SCOTTSBLUFF, NEBRASKA

GERING MULTIPURPOSE SENIOR CENTER,  
A Nebraska non-profit corporation

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

By \_\_\_\_\_  
President

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

Dated \_\_\_\_\_

Dated \_\_\_\_\_

# **City of Scottsbluff, Nebraska**

**Monday, October 3, 2022**

**Regular Meeting**

## **Item Reports4**

**Council to discuss and consider action following interviews with City Manager candidates.**

**Staff Contact: City Council**