



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

**Regular Meeting**  
**October 17, 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 30, 2022 Special Meeting.
  - b) Council to approve the minutes of the October 3, 2022 Regular Meeting.
  - c) Council to set a public hearing for November 7, 2022 at 6:00 p.m. to consider allowing retail as a qualifying business to the City of Scottsbluff LB840 Plan.
  - d) Council to set a public hearing for November 7, 2022 at 6:00 p.m. to consider a Plat Vacation of Lots 1, 2, Part of Lot 3, and Part of Lot 1A, Block 10 Imperial Subdivision.
  - e) Council to set a public hearing for November 7, 2022 at 6:00 p.m. to consider a Plat Vacation of Lots 2A, 2, and 3A, Block 7, Fairway Estates.

- f) Council to excuse the absence of Council Member Lerma from the October 3, 2022 Regular Meeting.
  - g) Council to cancel the October 31, 2022 meeting, as two regular meetings have already been held in the month of October.
  - h) 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 receive a report from the LB840 Citizen Review Committee.
11. **Resolution & Ordinances:**
- a) Council to consider action on the second 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.
12. **Petitions, Communications, Public Input:**
- a) Council to discuss and consider action on a Community Festival Permit for the Downtown Christmas Parade 2022 on Broadway, sponsored by the Downtown Scottsbluff Association on November 27, 2022 from 4:00-8:00 p.m., including street closure, vendors and noise permit.
13. **Reports from Staff, Boards & Commissions:**
- a) Council to discuss and consider action on approving the renewal of existing Sewer Cleaning and Fire Hydrant Maintenance Agreements and authorize the Mayor to sign the Agreements for another three-year term.
  - b) Council to discuss and consider action on the Economic Development Assistance Agreement with Mesner Development Co. and authorize the Economic Development Program Administrator to sign the Agreement.
  - c) Council to discuss and consider action on approving the letter asking for an extension to complete the Owner-Occupied Rehabilitation Project for the City of Scottsbluff and authorize the Mayor to sign the letter.
14. **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.
15. **Adjournment.**

# **City of Scottsbluff, Nebraska**

**Monday, October 17, 2022**

**Regular Meeting**

**Item Closed1**

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

**Staff Contact:**

**City of Scottsbluff, Nebraska**  
**Monday, October 17, 2022**  
**Regular Meeting**

**Item Youth Cou 1**

**(informational only):**

**Staff Contact:**

# **City of Scottsbluff, Nebraska**

**Monday, October 17, 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 17, 2022**

**Regular Meeting**

## **Item Consent1**

**Council to approve the minutes of the September 30, 2022 Special Meeting.**

**Staff Contact: City Council**

Special Meeting  
September 30, 2022

The Scottsbluff City Council met in a Special Meeting on Friday, September 30, 2022 at 10:00 a.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff, NE. The meeting was requested by a written call therefor by Mayor Jeanne McKerrigan to interview city manager applicants. A notice of the meeting had been published on September 25, 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 and that the meeting would be open to the public. It also stated that anyone with a disability desiring reasonable accommodation to attend the council meeting should contact the city clerk's office and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, television station NBC Nebraska and the Star Herald. The notice was also available on the City's website on September 23, 2022. Mayor Jeanne 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, and Nathan Green. Absent: Selina Lerma and Angela Scanlan. Also present was City Attorney Kent Hadenfeldt. 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.

Angela Scanlan entered the meeting at 10:01 a.m.

Mayor McKerrigan started the meeting by stating candidate Shawn Metcalf has informed them that he has taken a position with the City of Hastings and therefore will not be included in the list of interviews today.

She then explained the interviews would be conducted via Zoom, adding each Council Member was provided a packet containing the candidate's resume along with interview questions to ask during the process.

Candidate Kevin Spencer started his interview at 10:00 a.m., ending at 10:39 a.m. Council then took a recess at 10:40 a.m.

Council reconvened at 10:57 a.m. The following Council Members were present, Jeanne McKerrigan, Jordan Colwell, Nathan Green, and Angela Scanlan.

Candidate Matthew Schmitz started his interview at 10:58 a.m., ending at 11:39 a.m.

Council Member Scanlan made a motion to adjourn the meeting at 11:39 p.m. The motion was seconded by Council Member Green, "YEAS," Colwell, Scanlan, Green, and McKerrigan. "NAYS," None. Absent: Lerma.

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Mayor

Attest:

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City Clerk

“SEAL”



# **City of Scottsbluff, Nebraska**

**Monday, October 17, 2022**

**Regular Meeting**

## **Item Consent2**

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

**Staff Contact: City Council**

The Scottsbluff City Council met in a regular meeting on October 3, 2022 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on September 30, 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, television station NBC Nebraska, and the Star Herald. The notice was also available on the city's website on September 30, 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, and Angela Scanlan. Also present were City Attorney Kent Hadenfeldt and Interim City Manager Kevin Spencer. Absent: Selina Lerma. Mayor McKerrigan asked if there were any changes to the agenda. There was none. Mayor McKerrigan then asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There was none.

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

- a) The minutes of the September 19, 2022 Regular Meeting be approved,
- b) The minutes of the September 27, 2022 Special Meeting be approved,
- c) The appointment of Kendall Palu to the Planning Commission, for a three-year term, be approved,
- d) A public hearing be set for October 17, 2022 at 6:00 p.m. to receive a report from the LB840 Citizen Review Committee,
- e) The claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated October 3, 2022, as on file with the City Clerk and submitted to the City Council, "YEAS," Colwell, Scanlan, Green, and McKerrigan. "NAYS," None. Absent: Lerma.

#### CLAIMS

3M COMPANY,PAVEMENT MARKING TAPE ADHESIVE,326.28; 3R TECHNOLOGY SOLUTIONS INC,DISPOSAL FEES-SAN,1283.3; AC ELECTRIC MOTOR SERVICE,EQUIP MAINT,1292.87;AHLERS BAKING INC,DEPT SUPPL-PD,55.96; AIR EVAC EMS, INC,MEMBERSHIP - AIR MED CARE,9180; AKAJRV 314, LLC,TIF - AULICK REDEV 9/30/22,23857.34;AMAZON.COMHEADQUARTERS,MISC,2774.73;AMERICANLEGALPUBLISHING CORPORATION,2022 S-1 SUPPLEMENT PAGES,156; B & H INVESTMENTS, INC,DEPARTMENT SUPPLIES-SAN,99.76; BARCO MUNICIPAL PRODUCTS INC,SIGN ORDER BLANKS,FACINGS,ROLLGOODS,8152.04;BEEHIVEINDUSTRIES,LLC,AGENDAMANAGEMENT RENEWAL,2800; BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL,765.21;

BLUFFS FACILITY SOLUTIONS,JAN. SUP.,824.39; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,349.58; CELLCO PARTNERSHIP,CELL PHONES-PD,1477.69; CITIBANK N.A.,DEPT SUP,1329.53; CITY OF SCB,CONSULT/POSTAGE-PD,64.99; CLARK PRINTING LLC,DEPT SUPP PARK,306.73; CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF-PD,190.85; CONTRACTORS MATERIALS INC.,DEPT SUP,1388.85; CORE & MAIN LP,EQUIPMENT MAINTENANCE-REC,285.25; CORNERSTONE BANK,TIF - 26 GROUP FUEL ST & CON ST REDEV 9/30/22,29607.04; CRESCENT ELECT. SUPPLY COMP INC,SUPP - 6V BATTERIES,299.02; CROELL INC,CONCRETE FOR STREET REPAIR,9647.71; DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,111.66; DEMCO, INC,MISC.,4089.08; DOOLEY OIL INC,55 GALS. OIL,845.86; DXP ENTERPRISES INC,REPLACEMENT SENSOR MX6 MONITOR,684.94; DYKES OIL INC,VEHICLE MAINT,133.08; ELLIOTT EQUIPMENT COMPANY INC.,DEPARTMENT SUPPLIES -SAN,682.95; ENGINEERED CONTROLS INC,EQUIP. MAIN.,140; ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC,GIS SOFTWARE AGREEMENT,15000; FARMERS STATE BANK,TIF - ELITE HEALTH REDEV 9/30/22,90856.8; FASTENAL COMPANY,FLANGE BOLTS AND NUTS - TOWER 1,69.15; FEDERAL EXPRESS CORPORATION,POSTAGE,435; FINDAWAY WORLD LLC,COLL.,1780.92; FIRST NATIONAL BANK OF OMAHA,TIF - REGANIS REDEV. 9/30/22,20570.35; FISHER WELL SERVICE, INC.,GROUND MAINT PARK,15176; FORCE AMERICA DISTRIBUTING LLC,SUPP - I-BUTTON KEY,94.08; FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,880; FUSION RANCH, INC,ECON DEV. ASSISTANCE AGREEMENT,500000; FYR-TEK INC,BRUSH PUMP REPLACEMENT - BRUSH 1,1216; GENERALTRAFFICCONTROLS,INC,SCHOOLFLASHINGBEACONW.OVLD&N,4087.66;GERING MULITPURPOSESENIORCENTER,CONTRACTUAL,1000; GI HOSPITALITY,SCHOOLS & CONF-PD,96; HAWKINS, INC.,CHEMICALS,861.54; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,7614.49; HENNINGS CONSTRUCTION, INC.,STRUCTURES,81008.78; HIGH PLAINS SCUBA,BENCH TEST SCUBA GAUGES,878.97; HYDROTEX PARTNERS, LTD,1 CASE POWER KLEEN,306.36; IDEAL LAUNDRY AND CLEANERS, INC.,DEPARTMENT SUPPLIES-SAN,392.15; INGRAM LIBRARY SERVICES INC,COLL.,3499.29; INLAND TRUCK PARTS & SERVICE,SUPP-SEAL-ILLTUBE,8.08;INTERNALREVENUESERVICE,WITHHOLDINGS,72399.37; JOHN DEERE FINANCIAL,WEED KILLER - ROUND UP & AMINE,640.03; JOHN DEERE FINANCIAL,DEPT SUPP PARK,47.96; JOHN DEERE FINANCIAL,EQUIP MAINT CEM,2212.04; JOHN E. REID & ASSOCIATES, INC.,SCHOOLS & CONF-PD,1800; JORDAN COLWELL,EXPENSELEAGUECONF,130.36;KARRTHOMAS,DEPTSUPPCEM,225;KEEPSCOTTS BLUFFGERINGBEAUTIFUL,CONTRACTUAL SERVICES-SAN,5000; KUSTOM SIGNALS, INC,EQUIPMAINTPD,23.68;LEAGUEASSOCIATIONOFFRISKMANAGEMENT,FY2223INSURANC ERENEWAL,748540.44;LOREBRIAN&LORI,CONTRACTUAL,1200;LTRONCORPORATION,EQUI P MAINT-PD,36.98; M.C. SCHAFF & ASSOCIATES, INC,PROF.SERVICES - AUGUST 2022,1335.5; MACQUEEN EQUIPMENT INC,CYLINDER FOR SWEEPER,2892.75; MENARDS, INC,DEPT SUP WTR,946.47; MICHAEL B KEMBEL,REPLACE BOTTOM DOOR PANEL - ENGINE 1 BAY,1456; MICHAEL BEEBE,NEW HVAC UNIT - SAN BLDG,8697; MOTOROLA SOLUTIONS,INC,CIPPATROLCARS,8930.5;NATIONALARBORDAYFOUNDATION,MEMBERSH IP,10; NAT'L LEAGUE OF CITIES,FY 22-23 MEMBER DUES,1652; NEBRASKA MACHINERY CO,BLDG MAINT-PD,2455.5; NEBRASKA MUNICIPAL CLERKS' ASSOCIATION,MEMBERSHIP DUESKIMBERLEYWRIGHT,200;NEBRASKAPUBLICPOWERDISTRICT,ELECTRICITY,25117.17; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONG. SRVCS.,404.05; PANHANDLE

AREA DEVELOPMENT DISTRICT,FY 2022/2023 PADD MEMBERSHIP,12703.68; PANHANDLE ENVIRONMENTALSERVICESINC,CONTRACTUALSVC,412;PANHANDLEHUMANESOCIETY,C ONTRACTUAL,5656.07; PANHANDLE PUBLIC HEALTH DISTRICT,CDBG 20HO31041 #1,- 16000; PEACEFUL PRAIRIE NURSERY, INC,DEPT SUPP PARK,4004; PIVO, INC.,TIF - HIGH PLAINS BUDWEISER REDEV 9/30/22,6540.22; PLATTE VALLEY BANK,TIF - FAIRFIELD INN 9/30/22,79030.02; POMPS TIRE SERVICE INC,VEHICLE MAINTENANCE-SAN,2637.52;PRO OVERHEAD DOOR,BUILDING MAINT,115.75; QUILL CORPORATION,DEPT SUPPL-PD,266.01; REAMS SPRINKLER SUPPLY CO.,DEPT SUPP CEM,3247.82; REGIONAL CARE INC,CLAIMS,84881.7; RIVERSIDE ZOOLOGICAL FOUNDATION,CONTRACTUAL,75000; RUSSEL'S AUTOMOTIVE,VEH MAINT-PD,3126.97; S M E C,EMPLOYEE DEDUCTION,159; SAFELITE FULFILLMENT, INC,STORMWATER VEHICLE WINDSHIELD CHIP REPAIR,157.98; SCOTTSBLUFF MOTOR CO, INC,HIDTA CAR LEASE-PD,375;SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,UNIFORMS-PD,90; SHARAYA TOOF,LEAGUE CONF EXPENSE,55.22; SHERIFF'S OFFICE,LEGAL FEES-PD,484.92; SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,2254.87; SNELL SERVICES INC.,DEPT SUPP ADM,48; STARR LEHL,LEAGUE CONF EXPENSE,148.97; STATE HEALTH LAB,SAMPLES,1405; SUBWAY 6906,RECRUITMENT,56.7; THE PEAVEY CORP,INVEST SUPPL-PD,370.33; TRAFFIC PARTS, INC,SUPP - LED'S FOR TRAFFIC SIGNALS,2717.26; U AND U TRUCKING LLC,CONTRACTUAL SERVICES-SAN,1102; UNDERWRITERS LABORATORIES INC,GROUND AND AERIAL LADDER TESTING,2572.45; UNION BANK & TRUST,RETIREMENT,41975.93; UNITED STATES WELDING,CONTRACTUAL SERVICES- SAN,51.06; US BANK,AMERICAN PLANNING ASSOCIATION MEMBERSHIP,707; US BANK,ADOBE CREATIVE CLOUD - DS,5267.07; VAN PELT FENCING CO, INC,REMOTE OPENERSFORGATE,206;VINCEKELLEY,SCHOOL&CONFCEM,193;WALMART,PRGRMG.,840.1 4; WESTERN NE COMMUNITY COLLEGE,TRAINING FOR CDL,2400; WHITING SIGNS,VEH MAINT-PD,1000; ZM LUMBER CO CAPITAL ONE TRADE CREDIT,GROUND MAINT PARK,115.08;REFUNDS, FOSTER CARE CLOSET, 10.02;ALLY PROPERTY MANAGEMENT, 2.21; DONNA LINE, 9.68; ALLY PROPERTY MANAGEMENT AND REAL ESTATE, 8.45; GARY HUTZEL, 13.23; BRANDT RENTALS MARTIN BRANDT, 5.14

Mayor McKerrigan opened the public hearing at 6:03 p.m. to consider the One-and Six Year Street Improvement Plan.

Mr. Mark Bohl, Public Works Director, approached Council and explained the one-year plan includes 28<sup>th</sup> Street which is currently considered street Right of Way. The new street is proposed to be paved between Avenue K, which does not exist yet, to Avenue I, amounting to 300 feet due to development in the area. Regarding the out years, the biggest improvement will be 20<sup>th</sup> from Cleveland Field to 17<sup>th</sup>. There is preliminary engineering going on now and this project is tentative to begin next year.

There were no comments from the public. Mayor McKerrigan closed the public hearing at 6:05 p.m.

Mayor McKerrigan opened the public hearing at 6:06 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.

Mr. Zachary Glaubius, Planning Administrator came forward and stated this Rezone came to the City's attention while approving building permits for the Hilltop area. This request is City initiated as it was discovered in 2017 that not all of the Hilltop Subdivision was rezoned. Part of the subdivision is

considered (R-1) while most is (R-1A), leading to a few lots being split between zoning districts. Mr. Glaubius added the Planning Commission reviewed this at their September meeting and made a positive recommendation on the approval of rezoning the subdivision to all (R-1A). He also asked, because this is City initiated, that the three readings of the Ordinance be waived.

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

Mayor McKerrigan opened the public hearing at 6:07 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.

Mr. Glaubius approached Council to explain the reasoning to update the text changes to articles in Chapter 25. He stated all relate to the floodplain overlay zone and this change is to predominately improve the City's Community Rating Score by FEMA from a 9 to an 8. For each number (1 being the best), property owners in the floodplain will receive a 5% discount on their flood insurance premium. Mr. Glaubius also explained Article 19 was reformatted to better align with the Nebraska DNR model ordinance and the text change also includes the repeal of 25-3-22, an unused floodplain zoning district. He explained the Planning Commission approved this change at their September meeting also.

There were no comments from the public. Mayor McKerrigan closed the public hearing at 6:09 p.m.

Regarding approving the signing of the Annual Certification of Program Compliance to Nebraska Board of Public Roads Classification and Standards 2022 and authorizing the Mayor to sign the Resolution, Council Member Scanlan moved to approve the signing and the Mayor to sign Resolution No 22-10-01, seconded by Council Member Green, "YEAS," Green, Scanlan, McKerrigan, and Colwell. "NAYS," None. Absent: Lerma.

**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.

## **RESOLUTION**

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

Resolution No. 22-10-01

**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 3rd day of October, 2022 at Scottsbluff 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 Scanlan  
Moved the adoption of said resolution  
Member Green Seconded the Motion  
Roll Call: 4 Yes 0 No 0 Abstained 1 Absent  
Resolution adopted, signed and billed as adopted.

Attest:

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

Council introduced 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 and was read by title on first reading: **AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT 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.**

Council Member Colwell moved that the statutory rule 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 to be read by

title on three different days be suspended. Council Member Scanlan seconded the motion, “YEAS,” Scanlan, McKerrigan, Colwell, and Green. “NAYS,” None. Absent: Lerma.

Council Member Scanlan moved, seconded by Council Member Colwell to adopt Ordinance No. 4289 rezoning 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,” Colwell, McKerrigan, Green, and Scanlan. “NAYS,” None. Absent: Lerma.

Council introduced 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 and was read by title on first reading: **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.**

Fire Chief, Tom Schingle came forward regarding the Ordinance establishing residency requirements for Fire Department employees. Mr. Schingle explained in May of 2016 the Fire Department established a residency requirement by policy of a 15-mile radius from the Scottsbluff Public Safety Building. The policy was followed, but it was discovered it does not align with the personnel manual, which stated there is a 15-mile residency from city limits unless established by Ordinance or by labor contract. Since the City does not have either, it cannot enforce a residency requirement. The Ordinance mirrors the Police Department requirement of a 15-mile residency within city limits and Mr. Schingle is requesting the three readings of the Ordinance be waived due to hiring two fire fighters in the near future and also to align with the City’s personnel manual.

Council introduced the Ordinance establishing the residency requirements for Fire Department employees and was read by title on first reading: **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.**

Council Member Green made a motion that the statutory rule regarding establishing residency requirements for Fire Department employees to be read by title on three different days be suspended. The motion was seconded by Council Member Scanlan, “YEAS,” McKerrigan, Green, Colwell, and Scanlan. “NAYS,” None. Absent: Lerma.

Council Member Colwell moved to adopt Ordinance No. 4290 establishing residency requirements for Fire Department employees. This was seconded by Council Member Green. “YEAS,” Colwell, Scanlan, Green, and McKerrigan. “NAYS,” None. Absent: Lerma.

Interim City Manager Spencer presented the bid for the City Hall HVAC replacement to Big Mack HVAC in the amount of \$67,978.00. Mr. Spencer explained we received two bids with Big Mack HVAC coming in at the lowest amount, which includes coming in almost \$30,000 lower than the engineers estimate. Staff is recommending awarding the bid to Big Mac HVAC for \$67,978.00.

Mr. Adam Vath with M.C. Schaff and Associates came forward and explained the reason for the

difference in bid amounts is due to inflation and previous bids in the area. He also added this is the second time bidding the project due to not receiving any bids the first time because of a work load issue.

Council Member Colwell moved, seconded by Council Member Scanlan to award the bid for the City Hall HVAC to Big Mack HVAC in the amount of \$67,978, “YEAS,” Green, Scanlan, McKerrigan, and Colwell. “NAYS,” None. Absent: Lerma

Mr. Spencer approached Council regarding the bid for the 18<sup>th</sup> Street Plaza Improvement Project. Mr. Spencer stated this will complete the Plaza project; we received four bids and Mark Chrisman Trucking, Inc. was the low bid at \$482,921.10.

Mr. Taylor Chrisman with Mark Chrisman Trucking came forward and explained who the subcontractors would be on the project. He also stated he has previous experience with this type of work, especially the concrete side of it. He anticipates a starting date of October 10<sup>th</sup>.

Mr. Adam Vath with M.C. Schaff and Associates stated he is comfortable with the bid and they will have someone on site to make sure the project is done correctly and to go over any potential issues that may arise.

Council Member Colwell moved, seconded by Council Member Scanlan to award the bid for the 18<sup>th</sup> Street Plaza Improvement Project to Mark Chrisman Trucking, Inc. in the amount of \$482,921.10, “YEAS,” Scanlan, McKerrigan, Colwell, and Green. “NAYS,” None. Absent: Lerma.

Ms. Kristin Wiebe, with the Very Merry Christmas Market, came forward to receive approval by Council regarding a Community Festival Permit on December 3<sup>rd</sup> from 12:00-5:00 p.m. Ms. Wiebe explained this is a Winter Market event that will be held on Broadway due to the construction of the 18<sup>th</sup> Street Plaza. Ms. Wiebe anticipates close to 30-40 vendors and added there is a story time for children and a visit from Santa. She is asking for Broadway to be closed from the 1600-1800 Blocks, commenting they are moving a little south, away from the Plaza, but that also gives the store fronts on those blocks more exposure.

Council Member Scanlan moved to approve the Community Festival Permit for the Very Merry Christmas Market Event on December 3<sup>rd</sup> from 12:00-5:00 p.m. to include vendors, noise permit, and street closure of the 1600-1800 Blocks of Broadway. The motion was seconded by Council Member Colwell, “YEAS,” Colwell, Scanlan, Green, and McKerrigan. “NAYS,” None. Absent: Lerma.

Ms. Starr Lehl, Economic Development Director, came forward to present the Memorandum of Understanding between the City, West Nebraska Arts Center, and Oregon Trail Community Foundation. She explained this is a requirement to be able to send in the workbook to the Nebraska Arts Council for their review, adding once the City has a Creative District, they will receive a non-matching reward of \$10,000. There will also be an opportunity, once the strategic plan is completed, to receive a non-matching grant of \$250,000. Ms. Lehl explained the City is taking the lead as the applicant because they have the capacity to match grants. She added this match would require a meeting of the City’s grant committee, but only if there are budgeted funds. The City would also have one vote on the advisory board along with the Oregon Trail Community Foundation who will house the funds and the Arts Center who will assist with community outreach.

Council Member Colwell moved, seconded by Council Member Scanlan to approve 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, “YEAS,” Green, Scanlan, McKerrigan, and Colwell. “NAYS,” None. Absent: Lerma.

Mr. Spencer presented the Agreement between the City of Scottsbluff and Twin Cities Baseball, Inc. He explained Twin Cities Baseball has secured a grant along with additional funding to replace the



infield with artificial turf. There will be no expense to the City, adding it will be a wonderful improvement to the park.

Mr. Steve Dunkel, President of Twin Cities Baseball approached Council and explained the turf is the first of a three-phase plan they have. The next phases include an outfield fence and awning over the stadium, along with some other minor projects which will be included in future Agreements.

Council Member Green made a motion, seconded by Council Member Scanlan to approve the Agreement between the City of Scottsbluff and Twin Cities Baseball, Inc. and authorize the Mayor to sign the Agreement, "YEAS," Scanlan, McKerrigan, Colwell, and Green. "NAYS," None. Absent: Lerma.

Mr. Spencer approached Council regarding the Support Agreement between the City of Scottsbluff and the Gering Multipurpose Senior Center. Mr. Spencer explained this is to continue the support of \$1,000/month to the Gering Senior Center. He informed Council the Center has been supplying the City with reports, which was part of the Agreement.

Council Member Colwell moved, seconded by Council Member Scanlan to approve the Support Agreement between the City of Scottsbluff and the Gering Multipurpose Senior Center and authorize the Mayor to sign the Agreement, "YEAS," Colwell, McKerrigan, Green, and Scanlan. "NAYS," None. Absent: Lerma.

Regarding action following interviews with City Manager candidates, Mayor McKerrigan explained she asked to have this placed on the agenda so we could move forward. The proposed plan is to have the candidates meet the community and City of Scottsbluff department heads in person for interviews.

Council Member Scanlan moved, seconded by Council Member Green to move forward with hiring a City Manager candidate by having the applicants conduct in person interviews, date and time to be determined, with the community and employee department heads, "YEAS," McKerrigan, Green, Colwell, and Scanlan. "NAYS," None. Absent: Lerma.

There were no meetings attended by Council to be discussed in Council Reports.

Council Member Scanlan moved to adjourn the meeting at 6:44 p.m. The motion was seconded by Council Member Colwell, "YEAS," Colwell, Scanlan, Green, and McKerrigan. "NAYS," None. Absent: Lerma.

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Mayor

Attest:

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City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, October 17, 2022**

**Regular Meeting**

## **Item Consent3**

**Council to set a public hearing for November 7, 2022 at 6:00 p.m.  
to consider allowing retail as a qualifying business to the City of  
Scottsbluff LB840 Plan.**

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

# **City of Scottsbluff, Nebraska**

**Monday, October 17, 2022**

**Regular Meeting**

## **Item Consent4**

**Council to set a public hearing for November 7, 2022 at 6:00 p.m. to consider a Plat Vacation of Lots 1, 2, Part of Lot 3, and Part of Lot 1A, Block 10 Imperial Subdivision.**

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

# **City of Scottsbluff, Nebraska**

**Monday, October 17, 2022**

**Regular Meeting**

## **Item Consent5**

**Council to set a public hearing for November 7, 2022 at 6:00 p.m. to consider a Plat Vacation of Lots 2A, 2, and 3A, Block 7, Fairway Estates.**

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

# **City of Scottsbluff, Nebraska**

**Monday, October 17, 2022**

**Regular Meeting**

## **Item Consent6**

**Council to excuse the absence of Council Member Lerma from the October 3, 2022 Regular Meeting.**

**Staff Contact: City Council**

# **City of Scottsbluff, Nebraska**

**Monday, October 17, 2022**

**Regular Meeting**

## **Item Consent7**

**Council to cancel the October 31, 2022 meeting, as two regular meetings have already been held in the month of October.**

**Staff Contact: City Council**

# **City of Scottsbluff, Nebraska**

**Monday, October 17, 2022**

**Regular Meeting**

## **Item Consent8**

**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 - 10/17/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: 00393 - ACTION COMMUNICATIONS INC.</b>					
ACTION COMMUNICATIONS INC.	5515	09/30/2022	New 2-way radio for Unit #816	621-53451-621	916.46
<b>Vendor 00393 - ACTION COMMUNICATIONS INC. Total:</b>					<b>916.46</b>
<b>Vendor: 02583 - ADVANCE AUTO PARTS</b>					
ADVANCE AUTO PARTS	1951224938170	09/30/2022	OIL & AIR FILTERS FOR PICKUP	212-53451-212	13.25
ADVANCE AUTO PARTS	1951225824931	09/30/2022	FILTER FOR D. TRUCK	212-53451-212	32.02
ADVANCE AUTO PARTS	1951225991603	09/30/2022	OIL & FUEL FILTER FOR D. TRUCK	212-53451-212	15.68
ADVANCE AUTO PARTS	1951226338688	09/30/2022	INTERIOR DETAILER FOR TRUCKS	212-52111-212	22.05
ADVANCE AUTO PARTS	1951226925194	09/30/2022	OIL FILTER FOR PICKUP	212-53451-212	3.95
<b>Vendor 02583 - ADVANCE AUTO PARTS Total:</b>					<b>86.95</b>
<b>Vendor: 05887 - ALLO COMMUNICATIONS,LLC</b>					
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELEPHONE CHGS/ADM	111-53561-111	241.55
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHGS/HR	111-53561-112	71.82
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHGS/CM	111-53561-114	35.25
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHGS/CC	111-53561-115	38.25
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHGS/MIS	111-53561-116	160.00
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHGS/DS	111-53561-121	143.65
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHGS/FIRE	111-53561-141	331.01
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHGS/PD	111-53561-142	1,213.83
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHGS/LIB	111-53561-151	428.79
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHGS/PKS	111-53561-171	236.19
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHGS/REC	111-53561-172	30.04
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHGS/ST	212-53561-212	458.56
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHGS/CEM	213-53561-213	71.82
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHG/ECON DEV	224-53561-113	104.74
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHGS/ES	621-53561-621	168.21
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHGS/WW	631-53561-631	158.03
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHGS/WA	641-53561-641	150.24
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHGS/STRMWA	661-53561-661	34.12
ALLO COMMUNICATIONS,LLC	INV0010562	09/30/2022	LOCAL TELE CHGS/GIS	721-53561-721	35.25
<b>Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:</b>					<b>4,111.35</b>
<b>Vendor: 02118 - ANITA'S GREENSCAPING INC</b>					
ANITA'S GREENSCAPING INC	6304	09/30/2022	Equipment Maintenance - July 1...	111-53111-151	299.00
<b>Vendor 02118 - ANITA'S GREENSCAPING INC Total:</b>					<b>299.00</b>
<b>Vendor: 00295 - B &amp; H INVESTMENTS, INC</b>					
B & H INVESTMENTS, INC	800184612	09/30/2022	SOFTENER SALT	111-53421-141	21.25
B & H INVESTMENTS, INC	800184612	09/30/2022	SOFTENER SALT	111-53421-142	21.25
B & H INVESTMENTS, INC	800184963	09/30/2022	SUPP - WATER	212-52111-212	50.00
B & H INVESTMENTS, INC	800185253	09/30/2022	WATER/CF	621-52111-621	7.00
B & H INVESTMENTS, INC	800185253	09/30/2022	WATER/WW	631-52111-631	7.00
B & H INVESTMENTS, INC	800185612	09/30/2022	SUPP - WATER	212-52111-212	41.00
B & H INVESTMENTS, INC	800185868	09/30/2022	WATER/CF	621-52111-621	7.00
B & H INVESTMENTS, INC	800185868	09/30/2022	WATER/WW	631-52111-631	7.00
B & H INVESTMENTS, INC	800185761	09/30/2022	Dept. Supplies - LIBRARY - water..	111-52111-151	155.00
B & H INVESTMENTS, INC	800185915	09/30/2022	DEPT SUPP ADM	111-52111-111	67.00
B & H INVESTMENTS, INC	800185915	09/30/2022	DEPT SUPP ADM	111-52111-171	32.00
B & H INVESTMENTS, INC	800185916	09/30/2022	SOFTENER SALT	111-53421-141	33.75
B & H INVESTMENTS, INC	800185916	09/30/2022	SOFTENER SALT	111-53421-142	33.75
B & H INVESTMENTS, INC	800186183	09/30/2022	SUPP - WATER	212-52111-212	23.00
<b>Vendor 00295 - B &amp; H INVESTMENTS, INC Total:</b>					<b>506.00</b>
<b>Vendor: 10311 - BEST PLUMBING HEATING &amp; COOLING</b>					
BEST PLUMBING HEATING & C...	32023	09/30/2022	BLDG MAINT PARK	111-53421-171	288.01



## Expense Approval Report

Post Dates: 9/30/2022 - 10/17/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BEST PLUMBING HEATING & C...	31933	09/30/2022	BLDG MAINT PARK	111-53421-171	776.52
<b>Vendor 10311 - BEST PLUMBING HEATING &amp; COOLING Total:</b>					<b>1,064.53</b>
<b>Vendor: 00405 - BLUFFS FACILITY SOLUTIONS</b>					
BLUFFS FACILITY SOLUTIONS	456846	09/30/2022	LARGE AND X-LARGE NITRILE G...	111-52111-141	390.00
BLUFFS FACILITY SOLUTIONS	456995	09/30/2022	JANITORIAL SUPP PARK	111-52121-171	162.90
<b>Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:</b>					<b>552.90</b>
<b>Vendor: 04893 - BROWN'S SHOE FIT, CO.</b>					
BROWN'S SHOE FIT, CO.	16669	10/17/2022	STEEL TOE BOOTS - CLAY RAHM...	631-52181-631	187.00
<b>Vendor 04893 - BROWN'S SHOE FIT, CO. Total:</b>					<b>187.00</b>
<b>Vendor: 06553 - BRUNZ, BRANDI</b>					
BRUNZ, BRANDI	DV DEATH MTG	10/17/2022	DV DEATH MEETING-LINCOLN ...	111-53711-142	80.00
<b>Vendor 06553 - BRUNZ, BRANDI Total:</b>					<b>80.00</b>
<b>Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.</b>					
CAPITAL BUSINESS SYSTEMS INC.	1206266	10/17/2022	10/2-11/1/22 SERVICE CONTRA...	111-53111-142	70.04
<b>Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:</b>					<b>70.04</b>
<b>Vendor: 07911 - CELLCO PARTNERSHIP</b>					
CELLCO PARTNERSHIP	9916905346	09/30/2022	WIRELESS FOR LOCATES/METER...	631-53111-631	100.02
CELLCO PARTNERSHIP	9916905346	09/30/2022	CELL PHONE/WW	631-53571-631	42.83
CELLCO PARTNERSHIP	9916905346	09/30/2022	WIRELESS FOR LOCATES/METER...	641-53111-641	60.02
CELLCO PARTNERSHIP	9916905346	09/30/2022	CELL PHONE/WA	641-53571-641	42.83
CELLCO PARTNERSHIP	9917182598	10/17/2022	CELL PHONE FOR CAMPGROUN...	111-52111-171	42.79
CELLCO PARTNERSHIP	9917182598	10/17/2022	TABLET FOR DEVEL. SERVICES	111-53561-121	20.04
CELLCO PARTNERSHIP	9917182598	10/17/2022	IPADS, CELL PHONES, TABLETS, ...	212-53561-212	693.87
CELLCO PARTNERSHIP	9917182598	10/17/2022	TABLETS FOR SANIT.	621-53561-621	80.16
CELLCO PARTNERSHIP	9917182598	10/17/2022	TABLETS FOR WASTEWATER	631-53561-631	30.06
CELLCO PARTNERSHIP	9917182598	10/17/2022	TABLETS FOR WATER	641-53561-641	30.06
CELLCO PARTNERSHIP	9917182598	10/17/2022	TABLET FOR GIS	721-53561-721	10.02
<b>Vendor 07911 - CELLCO PARTNERSHIP Total:</b>					<b>1,152.70</b>
<b>Vendor: 05859 - CITIBANK, N.A.</b>					
CITIBANK, N.A.	5023683	09/30/2022	DEPT SUPP CEM	213-52111-213	112.93
CITIBANK, N.A.	5084070	09/30/2022	DEPT SUPP CEM	213-52111-213	105.54
CITIBANK, N.A.	2132524	09/30/2022	SOD FOR MAINT WORK SITES	641-52111-641	42.69
CITIBANK, N.A.	2530094	09/30/2022	DEPT SUPP CEM	213-52111-213	178.75
CITIBANK, N.A.	5084069	09/30/2022	DEPT SUPP CEM	213-52111-213	-112.93
<b>Vendor 05859 - CITIBANK, N.A. Total:</b>					<b>326.98</b>
<b>Vendor: 00484 - CITY OF GERING</b>					
CITY OF GERING	216290	09/30/2022	GROUND MAINT PARK	111-53471-171	13.00
CITY OF GERING	216291	09/30/2022	GROUND MAINT PARK	111-53471-171	14.66
CITY OF GERING	216302	09/30/2022	GROUND MAINT PARK	111-53471-171	13.00
CITY OF GERING	216303	09/30/2022	GROUND MAINT PARK	111-53471-171	17.59
CITY OF GERING	30946	09/30/2022	Waste Disposal	621-53193-621	42,755.50
<b>Vendor 00484 - CITY OF GERING Total:</b>					<b>42,813.75</b>
<b>Vendor: 01976 - CLARK PRINTING LLC</b>					
CLARK PRINTING LLC	78142	09/30/2022	TIME CARDS/WW	631-52111-631	103.17
CLARK PRINTING LLC	78142	09/30/2022	TIME CARDS/WA	641-52111-641	103.18
<b>Vendor 01976 - CLARK PRINTING LLC Total:</b>					<b>206.35</b>
<b>Vendor: 00706 - COMPUTER CONNECTION INC</b>					
COMPUTER CONNECTION INC	19231	10/17/2022	OCT COPIER SERVICE CONTRACT	111-53111-142	44.00
<b>Vendor 00706 - COMPUTER CONNECTION INC Total:</b>					<b>44.00</b>
<b>Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY</b>					
CONSOLIDATED MANAGEMENT...	223643	09/30/2022	JOHNSON-NLETC BASIC MEALS	111-53711-142	73.35
CONSOLIDATED MANAGEMENT...	223701	10/17/2022	JOHNSON-NLETC BASIC MEALS	111-53711-142	93.15
<b>Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:</b>					<b>166.50</b>
<b>Vendor: 00267 - CONTRACTORS MATERIALS INC.</b>					
CONTRACTORS MATERIALS INC.	246043	09/30/2022	Impact W/6" Extension, Freight ...	621-52111-621	2,140.72
CONTRACTORS MATERIALS INC.	246495	10/17/2022	BLADES FOR SAW	641-52111-641	240.13
CONTRACTORS MATERIALS INC.	246523	10/17/2022	DEPT SUPP CEM	213-52111-213	66.15

## Expense Approval Report

Post Dates: 9/30/2022 - 10/17/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CONTRACTORS MATERIALS INC.	246524	10/17/2022	GROUND MAINT PARK	111-53471-171	144.64
CONTRACTORS MATERIALS INC.	246539	10/17/2022	SUPP - CAULK	212-52111-212	43.21
CONTRACTORS MATERIALS INC.	246590	10/17/2022	GLOVES & SAFETY GLASSES	212-52111-212	284.20
CONTRACTORS MATERIALS INC.	246611	10/17/2022	GROUND MAINT PARK	111-53471-171	502.15
<b>Vendor 00267 - CONTRACTORS MATERIALS INC. Total:</b>					<b>3,421.20</b>
<b>Vendor: 09824 - CORE &amp; MAIN LP</b>					
CORE & MAIN LP	R657076	09/30/2022	DISTRIBUTION SYSTEM PARTS	641-52111-641	2,694.96
<b>Vendor 09824 - CORE &amp; MAIN LP Total:</b>					<b>2,694.96</b>
<b>Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS</b>					
CREDIT BUREAU OF COUNCIL B...	3306866	09/30/2022	FEE & SCREENINGS - SEPT. 2022	111-53121-112	100.00
<b>Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:</b>					<b>100.00</b>
<b>Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC</b>					
CRESCENT ELECT. SUPPLY COMP..	S510732785.001	09/30/2022	FLUOR. BULBS	212-52111-212	124.32
<b>Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:</b>					<b>124.32</b>
<b>Vendor: 09767 - CROELL INC</b>					
CROELL INC	675819	09/30/2022	CONCRETE FOR STREET REPAIR	212-53491-212	526.00
CROELL INC	678610	09/30/2022	CONCRETE FOR STREET REPAIR	212-53491-212	867.25
CROELL INC	679482	09/30/2022	CONCRETE FOR STREET REPAIR	212-53491-212	1,439.25
CROELL INC	679876	09/30/2022	CONCRETE FOR STREET REPAIR	212-53491-212	760.00
<b>Vendor 09767 - CROELL INC Total:</b>					<b>3,592.50</b>
<b>Vendor: 10403 - DON'S PIONEER UNIFORMS</b>					
DON'S PIONEER UNIFORMS	67441	09/30/2022	SWAT-SOUCIE/WILSON	218-52111-142	7,482.68
<b>Vendor 10403 - DON'S PIONEER UNIFORMS Total:</b>					<b>7,482.68</b>
<b>Vendor: 09692 - DOOLEY OIL INC</b>					
DOOLEY OIL INC	277073	09/30/2022	5W - 40 OIL	212-52531-212	1,279.85
<b>Vendor 09692 - DOOLEY OIL INC Total:</b>					<b>1,279.85</b>
<b>Vendor: 10279 - EAKES INC</b>					
EAKES INC	8562008-0	09/30/2022	DEPT SUPP ADM	111-52111-111	5.49
EAKES INC	8561712-0	09/30/2022	DEPT SUPP ED STARR TONER	224-52111-113	44.99
EAKES INC	8564758-0	09/30/2022	DEPT SUPP ED TONER FOR STA...	224-52111-113	34.99
EAKES INC	8564758-1	09/30/2022	DEPT SUPP ED TONER STARR	224-52111-113	69.98
EAKES INC	8576613-0	09/30/2022	Dept. Supplies	111-52111-151	143.90
EAKES INC	8578702-0	09/30/2022	DEPT SUPP ADM	111-52111-111	38.17
EAKES INC	8578702-0	09/30/2022	DEPT SUPP DS	111-52111-121	24.99
<b>Vendor 10279 - EAKES INC Total:</b>					<b>362.51</b>
<b>Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.</b>					
ELLIOTT EQUIPMENT COMPANY...	169585	09/30/2022	PTO Switch-Unit # 824, & freight	621-53451-621	111.38
<b>Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:</b>					<b>111.38</b>
<b>Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250</b>					
ENERGY LABORATORIES, INC D...	506005	09/30/2022	SPECIAL URANIUM SAMPLES	641-52117-641	186.00
<b>Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:</b>					<b>186.00</b>
<b>Vendor: 10372 - ESSENTIAL FUEL LLC STORE #003</b>					
ESSENTIAL FUEL LLC STORE #003	80865	09/30/2022	CAR WASHES	111-53451-142	192.00
ESSENTIAL FUEL LLC STORE #003	SEPTEMBER 2022 WTR	09/30/2022	TRUCK WASHES/WW	631-53451-631	39.00
ESSENTIAL FUEL LLC STORE #003	SEPTEMBER 2022 WTR	09/30/2022	TRUCK WASHES/WA	641-53451-641	13.00
ESSENTIAL FUEL LLC STORE #003	SEPTEMBER 2022 WW	09/30/2022	SEWER JET WASH	631-53441-631	36.00
<b>Vendor 10372 - ESSENTIAL FUEL LLC STORE #003 Total:</b>					<b>280.00</b>
<b>Vendor: 00548 - FEDERAL EXPRESS CORPORATION</b>					
FEDERAL EXPRESS CORPORATI...	7-899-07674	09/30/2022	SHIPPING FEES FOR SAMPLES	641-52411-641	186.07
<b>Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:</b>					<b>186.07</b>
<b>Vendor: 05737 - FLAGSHIP PUBLISHING INC</b>					
FLAGSHIP PUBLISHING INC	INV0010564	09/30/2022	Subscriptions - Nebraska Life m...	111-52225-151	44.00
<b>Vendor 05737 - FLAGSHIP PUBLISHING INC Total:</b>					<b>44.00</b>
<b>Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF</b>					
FLOYD'S TRUCK CENTER SCOTT...	R101031551	09/30/2022	Compressor air leak repair-827	621-53451-621	5,731.78
FLOYD'S TRUCK CENTER SCOTT...	X101135538.01	09/30/2022	OIL & FUEL FILTERS FOR D. TRU...	212-53451-212	113.22

## Expense Approval Report

Post Dates: 9/30/2022 - 10/17/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FLOYD'S TRUCK CENTER SCOTT...	X101135553.01	09/30/2022	FUEL/WATER FILTER FOR D. TR...	212-53451-212	22.36
FLOYD'S TRUCK CENTER SCOTT...	X101135581.01	09/30/2022	FILTERS FOR D. TRUCK	212-53451-212	135.58
FLOYD'S TRUCK CENTER SCOTT...	X101135663.01	09/30/2022	TRANS. FLUID FOR D. TRUCK	212-52531-212	74.96
FLOYD'S TRUCK CENTER SCOTT...	R101031737	09/30/2022	Compact repair- Unit 825	621-53451-621	3,215.93
FLOYD'S TRUCK CENTER SCOTT...	X101136216.01	09/30/2022	FILTERS FOR D. TRUCK	212-53451-212	131.86
FLOYD'S TRUCK CENTER SCOTT...	R101031542	09/30/2022	Air Leak & other repairs-Unit 816	621-53451-621	11,961.03
FLOYD'S TRUCK CENTER SCOTT...	R101031828	09/30/2022	Rear Compactor, Dash switches ..	621-53451-621	2,128.94
<b>Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:</b>					<b>23,515.66</b>
<b>Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC</b>					
FRANCISCO'S BUMPER TO BUM...	12741	10/17/2022	22-03249	111-53111-142	185.00
FRANCISCO'S BUMPER TO BUM...	12742	10/17/2022	22-03248	111-53111-142	185.00
FRANCISCO'S BUMPER TO BUM...	12746	10/17/2022	22-03272	111-53111-142	170.00
FRANCISCO'S BUMPER TO BUM...	12755	10/17/2022	22-03308	111-53111-142	220.00
<b>Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:</b>					<b>760.00</b>
<b>Vendor: 00887 - FYR-TEK INC</b>					
FYR-TEK INC	S17803-9	09/30/2022	ANNUAL PUMP TESTING - E1, E2..	111-53441-141	1,426.23
<b>Vendor 00887 - FYR-TEK INC Total:</b>					<b>1,426.23</b>
<b>Vendor: 05600 - GALLS INC</b>					
GALLS INC	OR21540135	09/30/2022	VESTS-SPENCER/PETERSON/JO...	218-52111-142	4,042.50
GALLS INC	22077647	09/30/2022	REC TECH POLOS	111-52181-142	252.01
GALLS INC	22102553	09/30/2022	WEBER-EARPHONE REPLACEM...	111-53441-142	31.00
GALLS INC	22163860	09/30/2022	GRIESS-PANTS	111-52181-142	139.19
GALLS INC	22185572	09/30/2022	REC TEC POLOS	111-52181-142	102.35
<b>Vendor 05600 - GALLS INC Total:</b>					<b>4,567.05</b>
<b>Vendor: 00016 - GARTON, LYNN</b>					
GARTON, LYNN	OCTOBER 2022	10/17/2022	TRAVEL MONEY FOR NWEA FAL...	631-53711-631	55.00
<b>Vendor 00016 - GARTON, LYNN Total:</b>					<b>55.00</b>
<b>Vendor: 04371 - HAWKINS, INC.</b>					
HAWKINS, INC.	6296548	09/30/2022	SODIUM HYPO FOR SYSTEM DIS...	641-52611-641	2,831.19
HAWKINS, INC.	6302204	09/30/2022	SODIUM HYPO FOR SYSTEM DIS...	641-52611-641	2,346.13
HAWKINS, INC.	6306662	10/17/2022	SODIUM HYPO FOR SYSTEM DIS...	641-52611-641	1,551.11
<b>Vendor 04371 - HAWKINS, INC. Total:</b>					<b>6,728.43</b>
<b>Vendor: 09305 - HONEY WAGON EXPRESS</b>					
HONEY WAGON EXPRESS	24331	09/30/2022	CONTRACTUAL	111-53111-171	225.00
HONEY WAGON EXPRESS	24385	10/17/2022	SEPTIC TANK	111-53111-171	225.00
<b>Vendor 09305 - HONEY WAGON EXPRESS Total:</b>					<b>450.00</b>
<b>Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.</b>					
IDEAL LAUNDRY AND CLEANERS,..	11137522	09/30/2022	DEPT SUPP ADM	111-52111-111	60.70
IDEAL LAUNDRY AND CLEANERS,..	11140219	09/30/2022	MATS, TOWELS	212-52111-212	54.64
IDEAL LAUNDRY AND CLEANERS,..	11140451	09/30/2022	Janitorial Supplies	111-52121-151	99.11
IDEAL LAUNDRY AND CLEANERS,..	11140587	09/30/2022	Shop towels, Mop, Dust mop, ...	621-52111-621	123.06
IDEAL LAUNDRY AND CLEANERS,..	11141167	10/17/2022	MATS, TOWELS	212-52111-212	54.64
IDEAL LAUNDRY AND CLEANERS,..	11141219	10/17/2022	MATS/CF	621-53111-621	28.79
IDEAL LAUNDRY AND CLEANERS,..	11141219	10/17/2022	MATS/WW	631-53111-631	28.78
IDEAL LAUNDRY AND CLEANERS,..	11141580	10/17/2022	MATS/WW	631-53111-631	30.26
IDEAL LAUNDRY AND CLEANERS,..	11141580	10/17/2022	MATS/WA	641-53111-641	30.26
<b>Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:</b>					<b>510.24</b>
<b>Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC</b>					
INDEPENDENT PLUMBING AND...	191205	09/30/2022	GROUND MAINT PARK	111-53471-171	58.80
<b>Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:</b>					<b>58.80</b>
<b>Vendor: 02578 - INFINITY CONSTRUCTION, INC.</b>					
INFINITY CONSTRUCTION, INC.	3734	09/30/2022	AVE I & W 15TH CEMENT REPL...	641-53111-641	708.81
<b>Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:</b>					<b>708.81</b>
<b>Vendor: 09291 - INGRAM LIBRARY SERVICES INC</b>					
INGRAM LIBRARY SERVICES INC	71706662	09/30/2022	Collections	111-52222-151	56.40
INGRAM LIBRARY SERVICES INC	71813441	09/30/2022	Collections	111-52222-151	20.69
INGRAM LIBRARY SERVICES INC	71839110	09/30/2022	Collections	111-52222-151	411.80

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INGRAM LIBRARY SERVICES INC	71849209	09/30/2022	Collections	111-52222-151	194.40
INGRAM LIBRARY SERVICES INC	71874113	10/17/2022	Collections	111-52222-151	353.50
<b>Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:</b>					<b>1,036.79</b>
<b>Vendor: 08525 - INTRALINKS, INC</b>					
INTRALINKS, INC	6257	09/30/2022	CONTR. SERV. - SEPT 2022	111-53111-116	6,980.00
INTRALINKS, INC	6257	09/30/2022	CONTR. SERV. - SEPT 2022	212-53111-212	675.00
INTRALINKS, INC	6257	09/30/2022	CONTR. SERV. - SEPT 2022	213-53111-213	45.00
INTRALINKS, INC	6257	09/30/2022	CONTR. SERV. - SEPT 2022	224-53111-114	345.00
INTRALINKS, INC	6257	09/30/2022	CONTR. SERV. - SEPT 2022	621-53111-621	310.00
INTRALINKS, INC	6257	09/30/2022	CONTR. SERV. - SEPT 2022	631-53111-631	195.00
INTRALINKS, INC	6257	09/30/2022	CONTR. SERV. - SEPT 2022	641-53111-641	195.00
INTRALINKS, INC	6257	09/30/2022	CONTR. SERV. - SEPT 2022	661-53111-661	45.00
INTRALINKS, INC	6257	09/30/2022	CONTR. SERV. - SEPT 2022	721-53111-721	75.00
INTRALINKS, INC	6260	09/30/2022	CONTR.SERV. - POLICE SEPT 20...	111-53111-116	900.00
INTRALINKS, INC	6261	09/30/2022	CONTR.SERV. - LIBR. SEPT 2022	111-53111-116	202.50
<b>Vendor 08525 - INTRALINKS, INC Total:</b>					<b>9,967.50</b>
<b>Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC</b>					
INVENTIVE WIRELESS OF NE, LLC	1235493	10/17/2022	WIRELESS INTERNET SVC/CF	621-53111-621	51.95
INVENTIVE WIRELESS OF NE, LLC	1235493	10/17/2022	WIRELESS INTERNET SVC/WW	631-53111-631	51.95
INVENTIVE WIRELESS OF NE, LLC	1236935	10/17/2022	INTERNET CAMPGROUND	111-53561-171	17.95
<b>Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:</b>					<b>121.85</b>
<b>Vendor: 00192 - J G ELLIOTT CO.INC.</b>					
J G ELLIOTT CO.INC.	21763	10/17/2022	BOND RENEWAL - E.LOUTZENHI...	111-53811-111	875.00
<b>Vendor 00192 - J G ELLIOTT CO.INC. Total:</b>					<b>875.00</b>
<b>Vendor: 07177 - JUSTIN HOUSTOUN</b>					
JUSTIN HOUSTOUN	INV0010565	09/30/2022	REIMBURSEMENT FOR HAZMAT...	111-52111-141	42.81
<b>Vendor 07177 - JUSTIN HOUSTOUN Total:</b>					<b>42.81</b>
<b>Vendor: 09747 - KNOW HOW LLC</b>					
KNOW HOW LLC	721199	09/30/2022	HEATER CORE	212-53451-212	50.94
KNOW HOW LLC	721289	09/30/2022	AIR FILTER FOR UNIT 985/CF	621-53441-621	21.97
KNOW HOW LLC	721289	09/30/2022	AIR FILTER FOR UNIT 985/WW	631-53441-631	21.98
KNOW HOW LLC	721348	09/30/2022	BOLTS, LUGS FOR PICKUPS	212-53451-212	28.24
KNOW HOW LLC	721399	09/30/2022	WHEEL BOLT	212-53451-212	11.40
KNOW HOW LLC	721775	09/30/2022	BATTERY CHARGER	212-52111-212	51.99
KNOW HOW LLC	721954	09/30/2022	BATTERY FOR D. TRUCK	212-53451-212	313.90
KNOW HOW LLC	721958	09/30/2022	BATTERY REPL UNIT 866/CF	621-53441-621	81.27
KNOW HOW LLC	721958	09/30/2022	BATTERY REPL UNIT 866/WW	631-53441-631	81.27
KNOW HOW LLC	721981	09/30/2022	CORE RETURN	212-53451-212	-54.00
KNOW HOW LLC	722406	09/30/2022	DUMP TRUCK CABIN AIR FILTER...	621-53441-621	15.91
KNOW HOW LLC	722406	09/30/2022	DUMP TRUCK CABIN AIR FILTER...	631-53441-631	15.91
KNOW HOW LLC	722618	09/30/2022	FILTERS FOR SNOW BLOWER	212-53441-212	21.11
KNOW HOW LLC	722834	09/30/2022	EQUIP MAINT PARK	111-53441-171	4.05
KNOW HOW LLC	723352	09/30/2022	Rubber Hose x 2-Shop supplies	621-52111-621	30.42
KNOW HOW LLC	723381	09/30/2022	PARTS FOR MOWER	212-53441-212	27.12
KNOW HOW LLC	724021	09/30/2022	BATTERY FOR SNOW BLOWER	212-53441-212	143.08
KNOW HOW LLC	724186	09/30/2022	FILTERS FOR UNIT 801/CF	621-53451-621	10.13
KNOW HOW LLC	724186	09/30/2022	FILTERS FOR UNIT 801/WW	631-53451-631	10.12
KNOW HOW LLC	724380	09/30/2022	CORE RETURN	212-53441-212	-18.00
KNOW HOW LLC	724520	09/30/2022	CAB FILTER FOR UNIT 801/CF	621-53451-621	3.93
KNOW HOW LLC	724520	09/30/2022	CAB FILTER FOR UNIT 801/WW	631-53451-631	3.92
KNOW HOW LLC	725349	09/30/2022	CABIN AIR FILTER & COVER PLA...	621-53441-621	14.58
KNOW HOW LLC	725349	09/30/2022	CABIN AIR FILTER & COVER PLA...	631-53441-631	14.57
KNOW HOW LLC	725471	09/30/2022	CONNECTORS/ADAPTER/WIRE ...	641-53441-641	43.54
KNOW HOW LLC	725499	09/30/2022	OIL DRY	111-52111-141	405.45
KNOW HOW LLC	726050	09/30/2022	EQUIP MAINT PARK	111-53441-171	132.10
KNOW HOW LLC	726098	09/30/2022	OIL & FUEL FILTERS FOR UNIT 9...	621-53441-621	40.75
KNOW HOW LLC	726098	09/30/2022	OIL & FUEL FILTERS FOR UNIT 9...	631-53441-631	40.76
KNOW HOW LLC	726252	09/30/2022	GREASE FITTINGS	212-52111-212	6.69
KNOW HOW LLC	726949	09/30/2022	ALT BELT FOR D. TRUCK	212-53451-212	69.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KNOW HOW LLC	727215	09/30/2022	SERPENTINE BELT & ANTIFREEZE..	212-53451-212	86.07
KNOW HOW LLC	727518	09/30/2022	Coupling, Blow Gun, Air Hose-S...	621-52111-621	51.25
KNOW HOW LLC	727545	09/30/2022	Fittings x 3-Shop supplies	621-52111-621	12.52
KNOW HOW LLC	727859	09/30/2022	EQUIP MAINT PARK	111-53441-171	9.18
KNOW HOW LLC	727883	09/30/2022	DEF FOR LOADERS/CF	621-53441-621	75.70
KNOW HOW LLC	727883	09/30/2022	DEF FOR LOADERS/WW	631-53441-631	75.70
KNOW HOW LLC	727871	09/30/2022	EQUIP MAINT PARK	111-53441-171	-1.67
KNOW HOW LLC	728281	09/30/2022	ANTIFREEZE FOR TRUCKS	631-53451-631	36.99
KNOW HOW LLC	728360	09/30/2022	Adapter, Grease fitting, EP grea...	621-52111-621	56.66
<b>Vendor 09747 - KNOW HOW LLC Total:</b>					<b>2,047.49</b>
<b>Vendor: 09872 - KRIZ DAVIS</b>					
KRIZ DAVIS	925080280	10/17/2022	LIGHT BULBS FOR SHOP BUILDI...	631-52111-631	194.88
<b>Vendor 09872 - KRIZ DAVIS Total:</b>					<b>194.88</b>
<b>Vendor: 00741 - KUSTOM SIGNALS, INC</b>					
KUSTOM SIGNALS, INC	596906	09/30/2022	CAR 2-TUNING FORKS	111-53441-142	23.68
<b>Vendor 00741 - KUSTOM SIGNALS, INC Total:</b>					<b>23.68</b>
<b>Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT</b>					
LEAGUE ASSOCIATION OF RISK...	2022-09 WC	09/30/2022	WC DEDUCT. 9/30/22	111-51261-142	1,205.48
LEAGUE ASSOCIATION OF RISK...	2022-09 WC	09/30/2022	WC DEDUCT. 9/30/22	212-51261-212	1,000.00
<b>Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:</b>					<b>2,205.48</b>
<b>Vendor: 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES</b>					
LEAGUE OF NEBRASKA MUNICI...	192807	09/30/2022	CONFERENCE - JORDAN COLWE...	111-53711-113	616.00
<b>Vendor 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES Total:</b>					<b>616.00</b>
<b>Vendor: 10134 - LEE BHM CORP</b>					
LEE BHM CORP	INV0010563	09/30/2022	LEGAL PUBLISH CC	111-53161-115	628.33
LEE BHM CORP	INV0010563	09/30/2022	LEGAL PUBLISHING DS	111-53161-121	130.13
LEE BHM CORP	INV0010563	09/30/2022	LEGAL PUBLISHING PARKS	111-53161-171	67.69
LEE BHM CORP	INV0010563	09/30/2022	LEGAL PUBLISHING WW	631-53161-631	60.88
<b>Vendor 10134 - LEE BHM CORP Total:</b>					<b>887.03</b>
<b>Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT</b>					
LEXISNEXIS RISK DATA MANAG...	1610881-20220930	09/30/2022	BACKGROUND CKS	111-53121-142	100.00
<b>Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:</b>					<b>100.00</b>
<b>Vendor: 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC</b>					
M.C. SCHAFF & ASSOCIATES, INC	22334	10/17/2022	PROF.SERV. - SEPT 2022	111-53111-111	1,235.50
M.C. SCHAFF & ASSOCIATES, INC	22334	10/17/2022	PROF.SERV. - SEPT 2022	111-53111-121	1,000.00
M.C. SCHAFF & ASSOCIATES, INC	22334	10/17/2022	PROF.SERV. - SEPT 2022	111-53111-151	1,440.00
<b>Vendor 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC Total:</b>					<b>3,675.50</b>
<b>Vendor: 09760 - MACQUEEN EQUIPMENT INC</b>					
MACQUEEN EQUIPMENT INC	P09676 CREDIT	10/17/2022	CREDIT FOR OVERPAYMENT OF ...	631-53441-631	-68.86
MACQUEEN EQUIPMENT INC	W03037	09/30/2022	REPAIR TO SEWER JET/BOOM T...	631-53441-631	11,219.28
<b>Vendor 09760 - MACQUEEN EQUIPMENT INC Total:</b>					<b>11,150.42</b>
<b>Vendor: 08317 - MATHESON TRI-GAS INC</b>					
MATHESON TRI-GAS INC	52070581	09/30/2022	C02 CYLINDER RENTAL FOR MA...	641-53631-641	64.62
<b>Vendor 08317 - MATHESON TRI-GAS INC Total:</b>					<b>64.62</b>
<b>Vendor: 07628 - MENARDS, INC</b>					
MENARDS, INC	64208	09/30/2022	BATTERIES	212-52111-212	20.78
MENARDS, INC	64292	09/30/2022	CONDUIT, POLE BREAKER, CPLRS	212-52111-212	124.57
MENARDS, INC	64442	09/30/2022	SUPP - SEALANT KIT, MAG NUT ...	212-52111-212	421.47
MENARDS, INC	64446	09/30/2022	VALVE & NIPPLE	212-52111-212	12.56
MENARDS, INC	64463	09/30/2022	ELBOWS & VALVE	212-52111-212	21.36
MENARDS, INC	64612	09/30/2022	SUPP - PVC CEMENT, CLEANER	212-52111-212	10.70
MENARDS, INC	64651	09/30/2022	SUPP - GR RODS, CLAMPS	212-52111-212	37.48
MENARDS, INC	64816A	09/30/2022	SUPP - SHIM	212-52111-212	2.28
MENARDS, INC	64965	09/30/2022	CHAIN SAW OIL & RAKE	641-52111-641	19.24
MENARDS, INC	65128	10/17/2022	DEPT SUPP CEM	213-52111-213	102.95
MENARDS, INC	65264-22	10/17/2022	EQUIP MAINT PARK	111-53441-171	56.97
MENARDS, INC	65325	10/17/2022	DIESEL TREATMENT / HAMMER...	621-53441-621	65.57

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MENARDS, INC	65325	10/17/2022	DIESEL TREATMENT / HAMMER...	631-53441-631	65.56
MENARDS, INC	65353	10/17/2022	FIRE EXTINGUISHER REPLACEM...	631-52111-631	94.94
MENARDS, INC	65414-22	10/17/2022	GROUND MAINT PARK	111-53471-171	12.98
MENARDS, INC	65418	10/17/2022	TARP/MISC PARTS & SUPPLIES/...	621-52111-621	128.14
MENARDS, INC	65418	10/17/2022	TARP/MISC PARTS & SUPPLIES...	631-52111-631	128.14
MENARDS, INC	65431	10/17/2022	TRAILER PARTS	631-52111-631	8.98
MENARDS, INC	65564	10/17/2022	BLADES FOR SAW	641-52111-641	14.97
MENARDS, INC	65568	10/17/2022	GROUND MAINT PARK	111-53471-171	453.23
MENARDS, INC	65569	10/17/2022	CHAIN SAW FUEL	631-52111-631	47.16
MENARDS, INC	65589	10/17/2022	DEPT SUPP CEM	213-52111-213	9.99
MENARDS, INC	65618	10/17/2022	GROUND MAINT PARK	111-53471-171	-193.41
<b>Vendor 07628 - MENARDS, INC Total:</b>					<b>1,666.61</b>
<b>Vendor: 07938 - MIDWEST CONNECT, LLC</b>					
MIDWEST CONNECT, LLC	SEPT 2022	09/30/2022	UB PROCESSING - SEPTEMBER ...	621-53111-621	620.14
MIDWEST CONNECT, LLC	SEPT 2022	09/30/2022	UB PROCESSING - SEPTEMBER ...	631-53111-631	620.14
MIDWEST CONNECT, LLC	SEPT 2022	09/30/2022	UB PROCESSING - SEPTEMBER ...	641-53111-641	620.14
<b>Vendor 07938 - MIDWEST CONNECT, LLC Total:</b>					<b>1,860.42</b>
<b>Vendor: 02569 - MUNIMETRIX SYSTEMS CORP</b>					
MUNIMETRIX SYSTEMS CORP	2210-1379	10/17/2022	IMAGESILO - SEPTEMBER 2022	111-53111-115	39.99
<b>Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:</b>					<b>39.99</b>
<b>Vendor: 00797 - NE DEPT OF REVENUE</b>					
NE DEPT OF REVENUE	INV0010575	09/30/2022	LODGING TAX	111-53211-171	224.15
<b>Vendor 00797 - NE DEPT OF REVENUE Total:</b>					<b>224.15</b>
<b>Vendor: 01156 - NE LIBRARY COMMISSION</b>					
NE LIBRARY COMMISSION	31520	10/17/2022	Subscriptions - Overdrive fee	111-52225-151	1,455.60
<b>Vendor 01156 - NE LIBRARY COMMISSION Total:</b>					<b>1,455.60</b>
<b>Vendor: 04460 - NEBRASKA INTERACTIVE, LLC</b>					
NEBRASKA INTERACTIVE, LLC	7107594	09/30/2022	DRIVERS LIC REQ. - SEPT. 2022	111-53121-112	15.00
<b>Vendor 04460 - NEBRASKA INTERACTIVE, LLC Total:</b>					<b>15.00</b>
<b>Vendor: 01047 - NEBRASKA MUNICIPAL POWER POOL</b>					
NEBRASKA MUNICIPAL POWER ... 19841		10/17/2022	WATER & WASTEWATER RATE ...	631-53111-631	3,947.50
NEBRASKA MUNICIPAL POWER ... 19841		10/17/2022	WATER & WASTEWATER RATE ...	641-53111-641	3,947.50
<b>Vendor 01047 - NEBRASKA MUNICIPAL POWER POOL Total:</b>					<b>7,895.00</b>
<b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>					
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Electric/Admin	111-53511-111	530.21
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Public Safety Bldg	111-53511-141	945.38
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Electric/Fire	111-53511-141	37.04
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Electric/PD	111-53511-142	87.96
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Public Safety Bldg	111-53511-142	945.38
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Electric/Emerg mngt sirens	111-53511-143	227.27
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Electric/Library	111-53511-151	2,265.02
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Electric/Soccer Field Complex	111-53511-171	628.72
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Electric/Park	111-53511-171	4,225.03
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Electric/Rec	111-53511-172	169.90
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Street Lights/Parks	111-53551-171	100.40
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Electric/St	212-53511-212	618.39
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Traffic Signals/St	212-53531-212	1,595.09
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Street Lights/St	212-53551-212	26,894.00
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Electric/Cemetery	213-53511-213	879.35
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Business Dist/St Lights	216-53551-000	85.42
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Electric/ES	621-53511-621	580.92
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Electric/WW	631-53511-631	606.23
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Pumping Power/WW	631-53531-631	41.20
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Electric/WA	641-53511-641	24.74
NEBRASKA PUBLIC POWER DIST... INV0010568		10/17/2022	Pumping Power/WA	641-53531-641	326.27
<b>Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:</b>					<b>41,813.92</b>
<b>Vendor: 00632 - NEBRASKA RURAL RADIO ASSOCIATION</b>					
NEBRASKA RURAL RADIO ASSOC... MCC-12208324504		09/30/2022	KNEB Internet and TV PSAs	661-53111-661	475.00

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NEBRASKA RURAL RADIO ASSOC...	MCC-12209325043	09/30/2022	KNEB Internet and TV PSAs	661-53111-661	475.00
<b>Vendor 00632 - NEBRASKA RURAL RADIO ASSOCIATION Total:</b>					<b>950.00</b>
<b>Vendor: 05373 - NEBRASKA SAFETY &amp; FIRE EQUIPEMENT INC.</b>					
NEBRASKA SAFETY & FIRE EQUI...	109705	09/30/2022	Equipment Maintenance - fire s...	111-53441-151	528.00
<b>Vendor 05373 - NEBRASKA SAFETY &amp; FIRE EQUIPEMENT INC. Total:</b>					<b>528.00</b>
<b>Vendor: 01785 - NEBRASKA STATEWIDE ARBORETUM</b>					
NEBRASKA STATEWIDE ARBORE...	42687962857	09/30/2022	Affiliate Site Dues for Downtow...	661-52311-661	130.00
<b>Vendor 01785 - NEBRASKA STATEWIDE ARBORETUM Total:</b>					<b>130.00</b>
<b>Vendor: 04198 - NEBRASKALAND TIRE, INC</b>					
NEBRASKALAND TIRE, INC	36204	09/30/2022	TIRE/VEHICLE ALIGNMENT - UN...	631-53451-631	40.00
NEBRASKALAND TIRE, INC	36314	09/30/2022	CAR 17-TIRE REPAIR	111-53451-142	19.99
NEBRASKALAND TIRE, INC	37002	10/17/2022	FLAT TIRE REPAIR - UNIT 938	631-53451-631	21.00
<b>Vendor 04198 - NEBRASKALAND TIRE, INC Total:</b>					<b>80.99</b>
<b>Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF</b>					
NORTHWEST PIPE FITTINGS, INC..	267600	09/30/2022	GROUND MAINT PARK	111-53471-171	161.47
NORTHWEST PIPE FITTINGS, INC..	267608	09/30/2022	GROUND MAINT PARK	111-53471-171	6.18
NORTHWEST PIPE FITTINGS, INC..	267615	09/30/2022	GROUND MAINT PARK,	111-53471-171	6.18
<b>Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:</b>					<b>173.83</b>
<b>Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC</b>					
OCLC ONLINE COMPUTER LIBR...	1000260262	10/17/2022	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: 08840 - ONE CALL CONCEPTS, INC</b>					
ONE CALL CONCEPTS, INC	2090198	09/30/2022	CABLE LOCATES	212-53111-212	72.75
ONE CALL CONCEPTS, INC	2090198	09/30/2022	CABLE LOCATES	631-53111-631	72.74
ONE CALL CONCEPTS, INC	2090198	09/30/2022	CABLE LOCATES	641-53111-641	72.75
<b>Vendor 08840 - ONE CALL CONCEPTS, INC Total:</b>					<b>218.24</b>
<b>Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION</b>					
PANHANDLE COOPERATIVE AS...	621761/J	09/30/2022	PROPANE	212-52521-212	45.95
PANHANDLE COOPERATIVE AS...	621778	09/30/2022	Propane bottles-for forklift	621-52111-621	26.21
PANHANDLE COOPERATIVE AS...	621905/J	09/30/2022	PROPANE	212-52521-212	29.08
PANHANDLE COOPERATIVE AS...	622056	09/30/2022	Propane bottles-for forklift	621-52111-621	83.29
PANHANDLE COOPERATIVE AS...	154296	09/30/2022	PROPANE TANK RENTAL	111-52161-142	12.00
PANHANDLE COOPERATIVE AS...	SEPTEMBER 2022 CF	09/30/2022	DIESEL FOR COMPOST FACILITY ...	621-52521-621	1,319.36
PANHANDLE COOPERATIVE AS...	SEPTEMBER 2022 CF	09/30/2022	UNLEADED FUEL EAST END TAN...	631-52511-631	489.24
PANHANDLE COOPERATIVE AS...	SEPTEMBER 2022 CF	09/30/2022	DIESEL FOR EAST END TANK/...	631-52521-631	678.58
PANHANDLE COOPERATIVE AS...	SEPTEMBER 2022 CF	09/30/2022	DIESEL FOR COMPOST FACILITY ...	631-52521-631	1,319.36
<b>Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:</b>					<b>4,003.07</b>
<b>Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC</b>					
PANHANDLE ENVIRONMENTAL ...	2201082	09/30/2022	COLIFORM SAMPLES	641-52117-641	237.00
<b>Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:</b>					<b>237.00</b>
<b>Vendor: 08638 - PANHANDLE PUBLIC HEALTH DISTRICT</b>					
PANHANDLE PUBLIC HEALTH DI...	2022-06 #2	09/30/2022	CDBG 20HO31041 LEAD BASED ...	411-54991-411	14,000.00
<b>Vendor 08638 - PANHANDLE PUBLIC HEALTH DISTRICT Total:</b>					<b>14,000.00</b>
<b>Vendor: 00620 - PATTLEN ENTERPRISE, INC</b>					
PATTLEN ENTERPRISE, INC	1889498-00	09/30/2022	EQUIP MAINT PARK	111-53441-171	263.12
<b>Vendor 00620 - PATTLEN ENTERPRISE, INC Total:</b>					<b>263.12</b>
<b>Vendor: 00796 - POWERPLAN</b>					
POWERPLAN	1900616	09/30/2022	HYDRAULIC HOSE & FITTINGS F...	621-53441-621	82.93
POWERPLAN	1900616	09/30/2022	HYDRAULIC HOSE & FITTINGS F...	631-53441-631	82.93
POWERPLAN	1906591	10/17/2022	FILTERS FOR JOHN DEERE LOAD...	621-53441-621	88.94
POWERPLAN	1906591	10/17/2022	FILTERS FOR JOHN DEERE LOAD...	631-53441-631	88.94
<b>Vendor 00796 - POWERPLAN Total:</b>					<b>343.74</b>
<b>Vendor: 00266 - QUILL CORPORATION</b>					
QUILL CORPORATION	28141424	10/17/2022	PENS/BINDER/EXP FILES	111-52111-142	16.78
QUILL CORPORATION	28141669	10/17/2022	COFFEE/CUPS	111-52111-141	74.97
QUILL CORPORATION	28141669	10/17/2022	COFFEE/CUPS	111-52111-142	74.97

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
QUILL CORPORATION	28141669	10/17/2022	COFFEE FILTERS	111-52111-142	12.58
QUILL CORPORATION	1894448	10/06/2022	COFFEE FILTERS-WRONG ONES	111-52111-142	-12.58
QUILL CORPORATION	28178298	10/17/2022	CHAIRMAT	111-52111-142	119.74
QUILL CORPORATION	28194515	10/17/2022	TONER	111-52111-142	121.99
QUILL CORPORATION	28204999	10/17/2022	COFFEE/PENS	111-52111-142	63.77
Vendor 00266 - QUILL CORPORATION Total:					472.22
Vendor: 06780 - RAILROAD MANAGEMENT CO III, LLC					
RAILROAD MANAGEMENT CO III..	465374	10/17/2022	SEWER PIPELINE CROSSING	631-53611-631	313.34
RAILROAD MANAGEMENT CO III..	465375	10/17/2022	WATER PIPELINE CROSSING	641-53611-641	313.34
Vendor 06780 - RAILROAD MANAGEMENT CO III, LLC Total:					626.68
Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.					
REAMS SPRINKLER SUPPLY CO.	0007995114-001	09/30/2022	DEPT SUPP CEM	213-52111-213	487.24
REAMS SPRINKLER SUPPLY CO.	0006392221-002	09/30/2022	GROUND MAINT PARK	111-53471-171	401.52
Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:					888.76
Vendor: 00364 - REGIONAL WEST MEDICAL CENTER					
REGIONAL WEST MEDICAL CEN...	QB-Purch-405	10/17/2022	GAUZE FOR MED BAG	111-52111-141	1.16
Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:					1.16
Vendor: 00798 - REGISTER OF DEEDS					
REGISTER OF DEEDS	2022-4595	09/30/2022	DEED OF BURIAL AMANDA CLA...	213-53211-213	10.00
REGISTER OF DEEDS	2022-4596	09/30/2022	DEED OF BURIAL JERRY OR DO...	213-53211-213	10.00
REGISTER OF DEEDS	2022-4691	09/30/2022	DEED OF BURIAL ANN HUNTIN...	213-53211-213	10.00
REGISTER OF DEEDS	2022-4692	09/30/2022	DEED OF BURIAL JANES OR CA...	213-53211-213	10.00
REGISTER OF DEEDS	2022-4693	09/30/2022	EARL DE SANTIAGO	213-53211-213	10.00
REGISTER OF DEEDS	2022-4694	09/30/2022	DEED OF BURIAL LYNNE LAGER ...	213-53211-213	10.00
REGISTER OF DEEDS	2022-4695	09/30/2022	DEED OF BURIAL HEDI GARCIA	213-53211-213	10.00
REGISTER OF DEEDS	2022-4867	09/30/2022	DEED OF BURIAL RORY OR BRE...	213-53211-213	10.00
REGISTER OF DEEDS	2022-4908	09/30/2022	QUITCLAIM DEED THOMAS KA...	213-52999-213	10.00
Vendor 00798 - REGISTER OF DEEDS Total:					90.00
Vendor: 10233 - REZPLOT SYSTEM LLC					
REZPLOT SYSTEM LLC	42335	09/30/2022	CONTRACTUAL PARK	111-53111-171	159.00
Vendor 10233 - REZPLOT SYSTEM LLC Total:					159.00
Vendor: 04257 - RIGHT BRAIN UNLIMITED					
RIGHT BRAIN UNLIMITED	29936	10/17/2022	DEPT SUPP PARK	111-52111-171	501.43
Vendor 04257 - RIGHT BRAIN UNLIMITED Total:					501.43
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT					
ROOSEVELT PUBLIC POWER DIS...	SEPTEMBER 2022 WTR	09/30/2022	PUMPING POWER FOR WELL 11	641-53531-641	3,121.66
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:					3,121.66
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
SANDBERG IMPLEMENT, INC	IV30792	09/30/2022	TRIMMER HEADS	212-53441-212	54.76
SANDBERG IMPLEMENT, INC	IV30962	09/30/2022	EQUIP MAIN TPARK	111-53441-171	60.34
SANDBERG IMPLEMENT, INC	IV30954	09/30/2022	EQUIP MAINT PARK	111-53441-171	66.00
SANDBERG IMPLEMENT, INC	IV31013	09/30/2022	EQUIP MAINT PARK	111-53441-171	9.90
SANDBERG IMPLEMENT, INC	WO93681	09/30/2022	EQUIP MAINT PARK	111-53441-171	582.26
SANDBERG IMPLEMENT, INC	WO94010	09/30/2022	EQUIP MAINT PARK	111-53441-171	45.05
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:					818.31
Vendor: 00734 - SCOTT WALTON					
SCOTT WALTON	989730	10/17/2022	SEWER JET REPAIR	631-53441-631	180.45
Vendor 00734 - SCOTT WALTON Total:					180.45
Vendor: 09759 - SCOTTIES POTTIES INC					
SCOTTIES POTTIES INC	83471A	09/30/2022	PORTA POTTIES	111-53111-171	625.00
Vendor 09759 - SCOTTIES POTTIES INC Total:					625.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
SCOTTS BLUFF COUNTY COURT	SEP 22 POLICE	09/30/2022	COUNTY COURT COSTS	111-53211-142	105.00
Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:					105.00
Vendor: 00827 - SCOTTSBLUFF PUB SCHOOLS					
SCOTTSBLUFF PUB SCHOOLS	9/30/22	09/30/2022	LICENSE FEES - 9/30/22	111-21212	15.00



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SCOTTSLUFF PUB SCHOOLS	9/30/22	09/30/2022	LICENSE FEES - 9/30/22	111-21214	52.50
SCOTTSLUFF PUB SCHOOLS	9/30/22	09/30/2022	LICENSE FEES - 9/30/22	111-21215	980.00
SCOTTSLUFF PUB SCHOOLS	9/30/22	09/30/2022	LICENSE FEES - 9/30/22	111-21216	5,550.00
SCOTTSLUFF PUB SCHOOLS	9/30/22	09/30/2022	LICENSE FEES - 9/30/22	111-21217	3,305.00
SCOTTSLUFF PUB SCHOOLS	9/30/22	09/30/2022	LICENSE FEES - 9/30/22	111-21223	1,350.00
Vendor 00827 - SCOTTSLUFF PUB SCHOOLS Total:					11,252.50

## Vendor: 01271 - SCOTTSLUFF SCREENPRINTING &amp; EMBROIDERY, LLC

SCOTTSLUFF SCREENPRINTING...	3042429	09/30/2022	REC TECH POLOS	111-52181-142	22.00
Vendor 01271 - SCOTTSLUFF SCREENPRINTING & EMBROIDERY, LLC Total:					22.00

## Vendor: 00759 - SCOTTSLUFF/GERING CHAMBER OF COMMERCE

SCOTTSLUFF/GERING CHAMB...	403100	09/30/2022	STATE OF THE VALLEY LUNCHE...	111-53711-111	40.00
SCOTTSLUFF/GERING CHAMB...	403100	09/30/2022	STATE OF THE VALLEY LUNCHE...	111-53711-112	20.00
SCOTTSLUFF/GERING CHAMB...	403100	09/30/2022	STATE OF THE VALLEY LUNCHE...	111-53711-114	40.00
SCOTTSLUFF/GERING CHAMB...	403100	09/30/2022	STATE OF THE VALLEY LUNCHE...	111-53711-115	20.00
SCOTTSLUFF/GERING CHAMB...	403100	09/30/2022	STATE OF THE VALLEY LUNCHE...	111-53711-121	20.00
SCOTTSLUFF/GERING CHAMB...	403100	09/30/2022	STATE OF THE VALLEY LUNCHE...	212-53711-212	20.00
SCOTTSLUFF/GERING CHAMB...	403100	09/30/2022	STATE OF THE VALLEY LUNCHE...	224-53711-113	20.00
Vendor 00759 - SCOTTSLUFF/GERING CHAMBER OF COMMERCE Total:					180.00

## Vendor: 10071 - SEILER INSTRUMENT MFG. CO., INC

SEILER INSTRUMENT MFG. CO., ...	INV-448699	09/30/2022	GPS Unit and Battery	721-52111-721	721.08
Vendor 10071 - SEILER INSTRUMENT MFG. CO., INC Total:					721.08

## Vendor: 00786 - SHERWIN WILLIAMS

SHERWIN WILLIAMS	6399-9	10/17/2022	GROUND MAINT PARK	111-53471-171	47.47
SHERWIN WILLIAMS	6400-5-22	10/17/2022	GROUND MAINT PARK	111-53471-171	11.98
Vendor 00786 - SHERWIN WILLIAMS Total:					59.45

## Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.

SIMMONS OLSEN LAW FIRM, P....	802346	09/30/2022	RETAINER	111-53111-142	4,167.18
SIMMONS OLSEN LAW FIRM, P....	INV0010567	09/30/2022	LEGAL SERVICE RETAINER	111-53111-114	6,264.61
SIMMONS OLSEN LAW FIRM, P....	INV0010567	09/30/2022	PENSION LOHR	111-53111-141	2,065.50
SIMMONS OLSEN LAW FIRM, P....	INV0010567	09/30/2022	KYS FOODS ECON DEV ASST	224-53111-114	678.00
SIMMONS OLSEN LAW FIRM, P....	INV0010567	09/30/2022	TCO RURAL WORKFORCE	224-53111-114	540.00
SIMMONS OLSEN LAW FIRM, P....	INV0010567	09/30/2022	PRIME METAL PRODUCTS	224-53111-114	75.00
SIMMONS OLSEN LAW FIRM, P....	INV0010567	09/30/2022	GERING LANDFILL	621-53111-621	54.00
Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:					13,844.29

## Vendor: 01031 - SIMON CONTRACTORS

SIMON CONTRACTORS	2923403	09/30/2022	CONCRETE FOR STREET REPAIR	212-53491-212	1,706.00
SIMON CONTRACTORS	2928171	10/17/2022	DEPT SUPP CEM	213-52111-213	132.35
SIMON CONTRACTORS	2928218	10/17/2022	CONCRETE FOR STREET REPAIR	212-53491-212	219.00
SIMON CONTRACTORS	2930794	10/17/2022	ONCRETE FOR STREET REPAIR	212-53491-212	506.50
SIMON CONTRACTORS	2930795	10/17/2022	DEPT SUPP CEM	213-52111-213	790.00
SIMON CONTRACTORS	2933540	10/17/2022	CONCRETE FOR STREET REPAIR	212-53491-212	1,746.25
Vendor 01031 - SIMON CONTRACTORS Total:					5,100.10

## Vendor: 09663 - SOUNDSLEEPER SECURITY INC.

SOUNDSLEEPER SECURITY INC.	17465	10/17/2022	STATION 2 SECURITY	111-53111-142	14.95
Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:					14.95

## Vendor: 10402 - SPECIAL INVESTIGATIONS ENLOW

SPECIAL INVESTIGATIONS ENL...	ACC 110521	09/30/2022	BUY MONEY	111-52163-142	218.70
SPECIAL INVESTIGATIONS ENL...	ACC 041522	09/30/2022	BUY MONEY	111-52163-142	108.87
Vendor 10402 - SPECIAL INVESTIGATIONS ENLOW Total:					327.57

## Vendor: 09346 - SUHOR INDUSTRIES, INC.

SUHOR INDUSTRIES, INC.	B65859	09/30/2022	DEPT SUPP CEM	213-52111-213	180.00
Vendor 09346 - SUHOR INDUSTRIES, INC. Total:					180.00

## Vendor: 09343 - SUNSET LAW ENFORCEMENT, LTD

SUNSET LAW ENFORCEMENT, L...	7235-IN	09/30/2022	AMMO-HORN 223 REM 55 GR ...	111-52162-142	1,614.24
Vendor 09343 - SUNSET LAW ENFORCEMENT, LTD Total:					1,614.24

## Vendor: 00677 - TERRY D SCOTT

TERRY D SCOTT	65714	09/30/2022	VEHICLE MAINT PARK	111-53451-171	229.70
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TERRY D SCOTT	65736	09/30/2022	VEHICLE MAINT PARK	111-53451-171	771.73
				<b>Vendor 00677 - TERRY D SCOTT Total:</b>	<b>1,001.43</b>
<b>Vendor: 01325 - THE PEAVEY CORP</b>					
THE PEAVEY CORP	394176	10/17/2022	BLOOD KITS	111-52163-142	504.33
				<b>Vendor 01325 - THE PEAVEY CORP Total:</b>	<b>504.33</b>
<b>Vendor: 01578 - THOMPSON GLASS, INC</b>					
THOMPSON GLASS, INC	101602	10/17/2022	REPLACEMENT WINDOWS - WE...	641-53421-641	51.29
				<b>Vendor 01578 - THOMPSON GLASS, INC Total:</b>	<b>51.29</b>
<b>Vendor: 00568 - TWIN CITY AUTO, INC</b>					
TWIN CITY AUTO, INC	57398	09/30/2022	CABLE & CABLE ASSY	212-53441-212	130.16
				<b>Vendor 00568 - TWIN CITY AUTO, INC Total:</b>	<b>130.16</b>
<b>Vendor: 08821 - TYLER TECHNOLOGIES, INC</b>					
TYLER TECHNOLOGIES, INC	025-396568	09/30/2022	TRANS.FEE 7/1/22 - 9/30/22	621-53111-621	1,184.17
TYLER TECHNOLOGIES, INC	025-396568	09/30/2022	TRANS.FEE 7/1/22 - 9/30/22	631-53111-631	1,184.16
TYLER TECHNOLOGIES, INC	025-396568	09/30/2022	TRANS.FEE 7/1/22 - 9/30/22	641-53111-641	1,184.17
				<b>Vendor 08821 - TYLER TECHNOLOGIES, INC Total:</b>	<b>3,552.50</b>
<b>Vendor: 10383 - U AND U TRUCKING LLC</b>					
U AND U TRUCKING LLC	317049	09/30/2022	Recycling semi load to Commer...	621-53111-621	1,102.00
				<b>Vendor 10383 - U AND U TRUCKING LLC Total:</b>	<b>1,102.00</b>
<b>Vendor: 08828 - US BANK</b>					
US BANK	3321090	09/30/2022	MEMBERSHIP DS	111-52311-121	707.00
				<b>Vendor 08828 - US BANK Total:</b>	<b>707.00</b>
<b>Vendor: 10399 - VERIZON CONNECT FLEET USA LLC</b>					
VERIZON CONNECT FLEET USA L...	OSV000002879682-SAN	09/30/2022	GPS Services for fleet	621-53111-621	134.33
VERIZON CONNECT FLEET USA L...	OSV000002879682	10/17/2022	GPS SERVICE	212-52111-212	141.52
VERIZON CONNECT FLEET USA L...	OSV000002879682 WW	10/17/2022	VEHICLE TRACKING/WW	631-53111-631	32.38
VERIZON CONNECT FLEET USA L...	OSV000002879682 WW	10/17/2022	VEHICLE TRACKING/WA	641-53111-641	32.38
				<b>Vendor 10399 - VERIZON CONNECT FLEET USA LLC Total:</b>	<b>340.61</b>
<b>Vendor: 10104 - WEBER TYLER</b>					
WEBER TYLER	DRE UPDATE 22	10/17/2022	DRE UPDATE-BELLEVUE NE	111-53711-142	80.00
				<b>Vendor 10104 - WEBER TYLER Total:</b>	<b>80.00</b>
<b>Vendor: 00268 - WESTERN COOPERATIVE COMPANY</b>					
WESTERN COOPERATIVE COMP...	31889	09/30/2022	GROUND MAINT PARK	111-53471-171	827.60
WESTERN COOPERATIVE COMP...	31918	09/30/2022	GROUND MAINT PARK	111-53471-171	4,048.00
				<b>Vendor 00268 - WESTERN COOPERATIVE COMPANY Total:</b>	<b>4,875.60</b>
<b>Vendor: 06089 - WESTERN COOPERATIVE COMPANY</b>					
WESTERN COOPERATIVE COMP...	170861	09/30/2022	55 gal. HD Syn oil, Artic Fire flui...	621-52111-621	2,282.70
				<b>Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:</b>	<b>2,282.70</b>
<b>Vendor: 10221 - WEX BANK</b>					
WEX BANK	00011187	09/30/2022	SCHOOL & CONF ED	224-53711-113	13.45
WEX BANK	048241	09/30/2022	SCHOOL & CONF ED	224-53711-113	48.50
WEX BANK	092022G	09/30/2022	SEPTEMBER GASOLINE	111-52511-141	205.33
WEX BANK	INV0010560	09/30/2022	Unleaded Fuel	621-52511-621	70.65
WEX BANK	INV0010560	09/30/2022	Diesel Fuel	621-52521-621	10,762.45
WEX BANK	INV0010561	09/30/2022	UNLEADED	111-52511-171	2,700.64
WEX BANK	INV0010561	09/30/2022	DIESEL	111-52521-171	3,331.85
WEX BANK	INV0010569	09/30/2022	FUEL CREDIT	111-52511-142	-378.94
WEX BANK	SEP 22 POLICE	09/30/2022	GASOLINE	111-52511-142	5,160.11
WEX BANK	SEPTEMBER 2022 WW WTR	09/30/2022	UNLEADED FOR TRUCKS/WW	631-52511-631	686.47
WEX BANK	SEPTEMBER 2022 WW WTR	09/30/2022	DIESEL FOR JET/DUMP TK/1 TO...	631-52521-631	1,087.59
WEX BANK	SEPTEMBER 2022 WW WTR	09/30/2022	UNLEADED FOR TRUCKS/WA	641-52511-641	1,347.56
WEX BANK	SEPTEMBER 2022 WW WTR	09/30/2022	DIESEL FOR BACKHOE/WA	641-52521-641	110.32
WEX BANK	WEX.SEPT.22	09/30/2022	UNLEADED GASOLINE	212-52511-212	1,296.15
WEX BANK	WEX.SEPT.22	09/30/2022	DIESEL FUEL	212-52521-212	2,563.60
				<b>Vendor 10221 - WEX BANK Total:</b>	<b>29,005.73</b>
				<b>Grand Total:</b>	<b>305,081.18</b>

## Report Summary

## Fund Summary

Fund	Expense Amount
111 - GENERAL	88,090.17
212 - STREETS	47,968.65
213 - CEMETERY	3,139.14
216 - BUSINESS IMPROVEMENT	85.42
218 - PUBLIC SAFETY	11,525.18
224 - ECONOMIC DEVELOPMENT	1,974.65
411 - CDBG	14,000.00
621 - ENVIRONMENTAL SERVICES	88,738.80
631 - WASTEWATER	24,615.53
641 - WATER	22,943.17
661 - STORMWATER	1,159.12
721 - GIS SERVICES	841.35
<b>Grand Total:</b>	<b>305,081.18</b>

## Account Summary

Account Number	Account Name	Expense Amount
111-21212	BIKE LICENSE PAYABLE	15.00
111-21214	TOBACCO LICENSE PAYAB...	52.50
111-21215	PEDDLERS PERMIT PAYAB...	980.00
111-21216	LIQUOR LICENSE PAYABLE	5,550.00
111-21217	CONTRACTORS LIC PAYAB...	3,305.00
111-21223	MOBILE HOME LIC PAYAB...	1,350.00
111-51261-142	WORKERS COMPENSATI...	1,205.48
111-52111-111	DEPARTMENT SUPPLIES	171.36
111-52111-121	DEPARTMENT SUPPLIES	24.99
111-52111-141	DEPARTMENT SUPPLIES	914.39
111-52111-142	DEPARTMENT SUPPLIES	397.25
111-52111-151	DEPARTMENT SUPPLIES	298.90
111-52111-171	DEPARTMENT SUPPLIES	576.22
111-52121-151	JANITORIAL SUPPLIES	99.11
111-52121-171	JANITORIAL SUPPLIES	162.90
111-52161-142	FIREARMS RANGE SUPPLI...	12.00
111-52162-142	FIREARMS SUPPLIES	1,614.24
111-52163-142	INVESTIGATIVE EXPENSES	831.90
111-52181-142	UNIFORMS & CLOTHING	515.55
111-52222-151	COLLECTIONS	1,036.79
111-52225-151	SUBSCRIPTIONS	1,499.60
111-52311-121	MEMBERSHIPS	707.00
111-52511-141	GASOLINE	205.33
111-52511-142	GASOLINE	4,781.17
111-52511-171	GASOLINE	2,700.64
111-52521-171	OTHER FUEL	3,331.85
111-53111-111	CONTRACTUAL SERVICES	1,235.50
111-53111-114	CONTRACTUAL SERVICES	6,264.61
111-53111-115	CONTRACTUAL SERVICES	39.99
111-53111-116	CONTRACTUAL SERVICES	8,082.50
111-53111-121	CONTRACTUAL SERVICES	1,000.00
111-53111-141	CONTRACTUAL SERVICES	2,065.50
111-53111-142	CONTRACTUAL SERVICES	5,056.17
111-53111-151	CONTRACTUAL SERVICES	2,143.05
111-53111-171	CONTRACTUAL SERVICES	1,234.00
111-53121-112	CONSULTING SERVICES	115.00
111-53121-142	CONSULTING SERVICES	100.00
111-53161-115	LEGAL PUBLICATIONS	628.33
111-53161-121	LEGAL PUBLICATIONS	130.13
111-53161-171	LEGAL PUBLICATIONS	67.69
111-53211-142	LEGAL FEES	105.00

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
111-53211-171	LEGAL FEES	224.15
111-53421-141	BUILDING MAINTENANCE	55.00
111-53421-142	BUILDING MAINTENANCE	55.00
111-53421-171	BUILDING MAINTENANCE	1,064.53
111-53441-141	EQUIPMENT MAINTENAN...	1,426.23
111-53441-142	EQUIPMENT MAINTENAN...	54.68
111-53441-151	EQUIPMENT MAINTENAN...	528.00
111-53441-171	EQUIPMENT MAINTENAN...	1,227.30
111-53451-142	VEHICLE MAINTENANCE	211.99
111-53451-171	VEHICLE MAINTENANCE	1,001.43
111-53471-171	GROUNDS MAINTENANCE	6,547.04
111-53511-111	ELECTRICITY	530.21
111-53511-141	ELECTRICITY	982.42
111-53511-142	ELECTRICITY	1,033.34
111-53511-143	ELECTRICITY	227.27
111-53511-151	ELECTRICITY	2,265.02
111-53511-171	ELECTRICITY	4,853.75
111-53511-172	ELECTRICITY	169.90
111-53551-171	STREET LIGHTS	100.40
111-53561-111	PHONE & INTERNET	241.55
111-53561-112	PHONE & INTERNET	71.82
111-53561-114	PHONE & INTERNET	35.25
111-53561-115	PHONE & INTERNET	38.25
111-53561-116	PHONE & INTERNET	160.00
111-53561-121	PHONE & INTERNET	163.69
111-53561-141	PHONE & INTERNET	331.01
111-53561-142	PHONE & INTERNET	1,213.83
111-53561-151	PHONE & INTERNET	428.79
111-53561-171	PHONE & INTERNET	254.14
111-53561-172	PHONE & INTERNET	30.04
111-53711-111	SCHOOL & CONFERENCE	40.00
111-53711-112	SCHOOL & CONFERENCE	20.00
111-53711-113	SCHOOL & CONFERENCE	616.00
111-53711-114	SCHOOL & CONFERENCE	40.00
111-53711-115	SCHOOL & CONFERENCE	20.00
111-53711-121	SCHOOL & CONFERENCE	20.00
111-53711-142	SCHOOL & CONFERENCE	326.50
111-53811-111	BONDING	875.00
212-51261-212	WORKERS COMPENSATI...	1,000.00
212-52111-212	DEPARTMENT SUPPLIES	1,548.46
212-52511-212	GASOLINE	1,296.15
212-52521-212	OTHER FUEL	2,638.63
212-52531-212	OIL & ANTIFREEZE	1,354.81
212-53111-212	CONTRACTUAL SERVICES	747.75
212-53441-212	EQUIPMENT MAINTENAN...	358.23
212-53451-212	VEHICLE MAINTENANCE	974.46
212-53491-212	STREET MAINTENANCE	7,770.25
212-53511-212	ELECTRICITY	618.39
212-53531-212	ELECTRIC POWER	1,595.09
212-53551-212	STREET LIGHTS	26,894.00
212-53561-212	PHONE & INTERNET	1,152.43
212-53711-212	SCHOOL & CONFERENCE	20.00
213-52111-213	DEPARTMENT SUPPLIES	2,052.97
213-52999-213	MISCELLANEOUS	10.00
213-53111-213	CONTRACTUAL SERVICES	45.00
213-53211-213	LEGAL FEES	80.00
213-53511-213	ELECTRICITY	879.35
213-53561-213	PHONE & INTERNET	71.82

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
216-53551-000	STREET LIGHTS	85.42
218-52111-142	DEPARTMENT SUPPLIES	11,525.18
224-52111-113	DEPARTMENT SUPPLIES	149.96
224-53111-114	CONTRACTUAL SERVICES	1,638.00
224-53561-113	PHONE & INTERNET	104.74
224-53711-113	SCHOOL & CONFERENCE	81.95
411-54991-411	GRANT EXPENSE	14,000.00
621-52111-621	DEPARTMENT SUPPLIES	4,948.97
621-52511-621	GASOLINE	70.65
621-52521-621	OTHER FUEL	12,081.81
621-53111-621	CONTRACTUAL SERVICES	3,485.38
621-53193-621	DISPOSAL FEES	42,755.50
621-53441-621	EQUIPMENT MAINTENAN...	487.62
621-53451-621	VEHICLE MAINTENANCE	24,079.58
621-53511-621	ELECTRICITY	580.92
621-53561-621	PHONE & INTERNET	248.37
631-52111-631	DEPARTMENT SUPPLIES	591.27
631-52181-631	UNIFORMS & CLOTHING	187.00
631-52511-631	GASOLINE	1,175.71
631-52521-631	OTHER FUEL	3,085.53
631-53111-631	CONTRACTUAL SERVICES	6,262.93
631-53161-631	LEGAL PUBLICATIONS	60.88
631-53441-631	EQUIPMENT MAINTENAN...	11,854.49
631-53451-631	VEHICLE MAINTENANCE	151.03
631-53511-631	ELECTRICITY	606.23
631-53531-631	ELECTRIC POWER	41.20
631-53561-631	PHONE & INTERNET	188.09
631-53571-631	CELLULAR PHONE	42.83
631-53611-631	RENT-LAND	313.34
631-53711-631	SCHOOL & CONFERENCE	55.00
641-52111-641	DEPARTMENT SUPPLIES	3,115.17
641-52117-641	SAMPLES	423.00
641-52411-641	POSTAGE	186.07
641-52511-641	GASOLINE	1,347.56
641-52521-641	OTHER FUEL	110.32
641-52611-641	CHEMICALS	6,728.43
641-53111-641	CONTRACTUAL SERVICES	6,851.03
641-53421-641	BUILDING MAINTENANCE	51.29
641-53441-641	EQUIPMENT MAINTENAN...	43.54
641-53451-641	VEHICLE MAINTENANCE	13.00
641-53511-641	ELECTRICITY	24.74
641-53531-641	ELECTRIC POWER	3,447.93
641-53561-641	PHONE & INTERNET	180.30
641-53571-641	CELLULAR PHONE	42.83
641-53611-641	RENT-LAND	313.34
641-53631-641	RENT-MACHINES	64.62
661-52311-661	MEMBERSHIPS	130.00
661-53111-661	CONTRACTUAL SERVICES	995.00
661-53561-661	PHONE & INTERNET	34.12
721-52111-721	DEPARTMENT SUPPLIES	721.08
721-53111-721	CONTRACTUAL SERVICES	75.00
721-53561-721	PHONE & INTERNET	45.27
<b>Grand Total:</b>		<b>305,081.18</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	304,097.06
6002053111	950.00

**Project Account Summary**

Project Account Key	Expense Amount
6002053561	34.12
Grand Total:	305,081.18

## UB REFUNDS 10-17-22

Account #	Contact	Service Address	Refund Amount
080-3914-06	CHANCEE SENTELLE	910 SCHMID DR SCOTTSBLUFF NE 69	115.78
1			115.78

# **City of Scottsbluff, Nebraska**

**Monday, October 17, 2022**

**Regular Meeting**

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

**Council to conduct a public hearing set for this date 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**  
**CITIZENS ADVISORY REVIEW COMMITTEE MINUTES**  
**October 6, 2022**

The meeting of the City of Scottsbluff Economic Development Program Citizens Advisory Review Committee was held on October 6, 2022 at 11:00 a.m., at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska.

Committee members in attendance were Diane Vandenberg, Mark Harris, Marci Meyer, Scott Phillips, and Sam Mark. Also in attendance were Adam Hoelsing (Deputy City Attorney), Elizabeth Loutzenhiser (co-City Manager and City Finance Director), Starr Lehl (City Economic Development Director), and Sharaya Toof (City Small Business Outreach/Public Relations Coordinator).

Chairman Harris presided over the meeting. A copy of the Nebraska Open Meetings Act was noted as being located on the south wall of the Chamber. No changes were made to the agenda and no citizens were present with business not scheduled on the agenda.

First item of business was to approve the May 3, 2022 meeting minutes. It was moved by member Mark and seconded by member Vandenberg to approve the minutes of the May 3, 2022 meeting. Voting yes: Vandenberg, Mark, Meyer, Phillips, and Harris. Voting no: None.

The next item on the agenda was a review of the Economic Development Program annual reports for year ending March 31, 2022 and June 30, 2022. All business reports were in compliance with agreements executed by the City for the Economic Development Program and any modifications to those agreements, except for Elite Urge Care, LLC which was in active collections via bankruptcy and Open Door Counseling, LLC, which was in active collections. Following presentation by co-City Manager Loutzenhiser, it was moved by member Phillips and seconded by member Mark to approve the annual reports for year ending March 31, 2022 and June 30, 2022. Voting yes: Vandenberg, Mark, Meyer, Phillips, and Harris. Voting no: None.

The next item on the agenda was a modification to the Economic Development Assistance Agreement with Eaglemed LLC. Counsel Hoelsing presented on the modification. Eaglemed LLC had previously executed an Assistance Agreement with the City Scottsbluff Nebraska, but before the end of the term of that Assistance Agreement the assets and employees of Eaglemed LLC were transferred to an affiliate corporation, that being Guardian Flight LLC. Otherwise, all assets of the fixed wing medical ambulance remained in Scottsbluff, the employees remained in Scottsbluff, and the purpose of the original Assistance Agreement was continuing to be served by Guardian Flight LLC. Staff was proposing approval of the modification in order for Guardian Flight LLC to continue job performance reports as well as earn all job performance credits under an extended term. It was moved by member Meyer and seconded by member Phillips to approve the modification to the Economic Development Assistance Agreement with Eaglemed LLC, naming Guardian Flight LLC as the new party to the Agreement and extending the term of the Agreement. Voting yay: Meyer, Phillips, Vandenberg, Mark, and Harris. Voting no: None.

The next item on the agenda was presentation by Mrs. Lehl and Ms. Toof regarding the addition of retail as a qualifying business to the City of Scottsbluff Economic Development Program. Retail was recommended to be added to the Economic Development plan under the following parameters:

1. Assistance to any retail applicant would be the maximum of \$10,000 or 50% of the project;
2. The Applicant must show 10% monetary investment in the project;
3. The Applicant must be located within the current business improvement district;
4. The Applicant must have a bank or other financing involved in the project;
5. The Applicant would need to submit invoices before payment is disbursed, and the Applicants would be encouraged complete small business training sessions;
6. The total assistance provided by the Economic Development Program in any one fiscal year to strictly retail businesses could not exceed more than 20% of the sales tax receipts for the Program during the previous fiscal year.

Following discussion, it was moved by member Mark and seconded by member Phillips to recommend the inclusion of retail as qualifying businesses under the discussed and presented parameters mentioned above. Voting yay: Harris, Phillips, Mark, Meyer, and Vandenberg. Voting nay: None.

Following that discussion, the meeting was adjourned at 11:53 a.m.

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Starr Lehl, Economic Development Director

# **City of Scottsbluff, Nebraska**

**Monday, October 17, 2022**

**Regular Meeting**

## **Item Resolut.1**

**Council to consider action on the second 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 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 17, 2022**

**Regular Meeting**

## **Item Public Inp1**

**Council to discuss and consider action on a Community Festival Permit for the Downtown Christmas Parade 2022 on Broadway, sponsored by the Downtown Scottsbluff Association on November 27, 2022 from 4:00-8:00 p.m., including street closure, vendors and noise permit.**

**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.

DSA (Downtown Scottsbluff Association)  
1. \_\_\_\_\_  
(name of sponsoring organization)  
1703 Broadway, Cappuccino and Company  
\_\_\_\_\_  
(street) (city) (state) (telephone number)  
Angela Scanlan 308.765.0599  
\_\_\_\_\_  
(chairperson responsible for event ) (day telephone number)  
N/A

2. \_\_\_\_\_  
(name of co-sponsoring organization)  
\_\_\_\_\_  
(street) (city) (state) (telephone number)  
\_\_\_\_\_  
(contact person) (day telephone number)

**3. Event Information**

Downtown Scottsbluff Christmas Parade - 2022  
\_\_\_\_\_  
(name of event)  
Sunday, November 27, 2022 4:00 - 6:00 p.m.  
\_\_\_\_\_  
(date(s) of event) (time(s) of event)  
Broadway – 15<sup>th</sup> Street to Bluffs Middle School  
\_\_\_\_\_  
(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.)

Food vendors, some sidewalk vending along Broadway; music (floats, speakers.) NO ALCOHOL.

\_\_\_\_\_  
\_\_\_\_\_

\*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**

**4PM – Broadway, 15<sup>th</sup> Street up to Bluffs Middle School. Parade begins at 6:00 p.m., lasts up to 90 minutes.**

\_\_\_\_\_

Please note any streets to be closed and the times required for closure

**6. Flags/Banners/Signs**

**As part of parade groups or floats.**

\_\_\_\_\_

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  
\_\_\_\_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 \_\_\_\_\_ No X \_\_\_\_\_

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

Dated: 10/5/22 \_\_\_\_\_

Signed:



(name of sponsoring organization)

(signature of authorized representative of sponsoring organization)

\_\_\_\_\_  
(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 J.G. Elliott Insurance Center 1110 Circle Drive 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  <b>Downtown Scottsbluff Association P O Box 28 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 OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							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 2525 Circle Drive 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 <i>Jackie Schanaman</i>

ACORD 25 (2016/03)

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# **City of Scottsbluff, Nebraska**

**Monday, October 17, 2022**

**Regular Meeting**

## **Item Reports1**

**Council to discuss and consider action on approving the renewal of existing Sewer Cleaning and Fire Hydrant Maintenance Agreements and authorize the Mayor to sign the Agreements for another three-year term.**

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



# Agenda Statement

Item No.

For Meeting of: October 17, 2022

**AGENDA TITLE:** Council to consider approving the renewal of existing Sewer Cleaning and Fire Hydrant Maintenance Agreements and authorize the Mayor to sign them for another three-year term.

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

**PRESENTATION BY:** Kevin Spencer, Interim City Manager

**SUMMARY EXPLANATION:** This agenda item is for the approval to renew eight existing agreements where the City provides service to others. Seven are sewer cleaning agreements (listed below) where service is provided at the request of the Contractee. The cost is set forth in the City's Municipal Code where emergency cleaning is performed at \$350.00 per hour. One agreement is for fire hydrant maintenance for Sanitary Improvement District #8 where work is performed for the cost of labor, equipment and materials.

- City of Bayard
- City of Terrytown
- Sanitary Improvement District 4A (off Highland Road before the Airport)
- Sanitary Improvement District 8 (Country Club Estates) *Both sewer cleaning and hydrant maintenance.*
- Village of Melbeta
- Village of Morrill
- Western Nebraska Community College

These agreements are for three years and would continue under the same terms and conditions as in the past.

**BOARD/COMMISSION/STAFF RECOMMENDATION:** Staff recommends that Council approve the renewal of these agreements and authorize the Mayor to sign them.

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)      Copy of Sewer Cleaning & Fire Hydrant Maintenance Agreement

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

Please list names and addresses required for notification.

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

\_\_\_\_\_  
City Manager

Rev: 12/14/ City Clerk

## **AGREEMENT**

This Agreement is made this 17 day of October, 2022, by and between the CITY OF SCOTTSBLUFF (hereinafter referred to as "Scottsbluff") and the SANITARY IMPROVEMENT DISTRICT #8 (hereinafter referred to as "Contractee").

1. **PURPOSE**. Scottsbluff is in possession of certain pieces of equipment that are used for sewer cleaning and Contractee has a sewer system that from time to time needs emergency cleaning. Contractee desires to contract with Scottsbluff to provide emergency sewer cleaning services upon request. Contractee will hire an independent contractor for routine sewer cleaning service, when they determine it is needed.

2. **NATURE OF THE WORK**. Scottsbluff agrees to provide the following emergency cleaning at the rates indicated for each:

- A. Emergency cleaning services, which is defined as a line blockage with sewer backup which has or will cause property damage, will be charged at the rate of \$350.00 an hour. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff and weather conditions.
- B. Sewer line inspections by camera equipment will be charged at the rate of \$225.00 per hour and when possible, should be requested at least 15 days in advance. The sewer line inspection must be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience.

3. **MISCELLANEOUS**

- A. Blockages found to be caused by an improperly maintained grease trap will be charged at double the emergency cleaning rate, or \$700.00 an hour. The determination of whether the blockage was caused by grease will be made by Scottsbluff and its responding crew through visual inspection of the material removed from the line.
- B. Labor for all these services will be charged at the current rates reflected in Section 6-6-34 of the Scottsbluff Municipal Code. Travel time to and from the location will be included as part of the time charged.
- C. A minimum of one hour will be charged on all emergency calls.
- D. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
  - I. Scottsbluff sewer system;
  - II. Scottsbluff storm sewers;
  - III. SID and private systems connected to Scottsbluff's system;
  - IV. Other public and private systems.
- E. Scottsbluff shall not be responsible for damage to Contractee's sewer system or private facilities connected to the system.
- F. Minimum pipe size in which the sewer jet can be used is eight inches in diameter.

- G. If an emergency takes place in Scottsbluff requiring use of equipment while an emergency cleaning with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.
- H. When this Agreement is executed with an SID, the Agreement is void if all residents' sewer bills are not paid current at the time of the request for emergency cleaning.

4. **CONDITIONS.**

- A. Before Scottsbluff commences to provide emergency cleaning services, Contractee agrees to install and maintain grease traps as are recommended by Scottsbluff's plumbing inspector or Wastewater System Supervisor. Thereafter, Contractee agrees to properly maintain the grease traps on a schedule as recommended by Scottsbluff.
- B. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such insurance with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.
- C. Contractee agrees to provide one copy of its sewer system map and to provide at least one person during emergency calls to locate and open manholes as required.

5. **TERMINATION.** The term of this Agreement shall be three years from the date of its execution by Scottsbluff, except that either party may terminate such Agreement by giving the other 30 days' written notice.

**IN WITNESS WHEREOF,** this Agreement is signed the day and year first above written.

**SANITARY IMPROVEMENT DISTRICT #8**

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

**ATTEST:**

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

\_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF SCOTTSBLUFF, NE.**

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

**ATTEST:**

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

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

## **AGREEMENT**

This Agreement is made this 17 day of October, 2022, by and between the CITY OF SCOTTSBLUFF (hereinafter referred to as "Scottsbluff") and SANITARY IMPROVEMENT DISTRICT #8 (hereinafter referred to as "Contractee").

1. **PURPOSE**. Scottsbluff is in possession of certain pieces of equipment that are used for the repair, replacement or painting of fire hydrants and Contractee has a water system with fire hydrants that from time to time need maintenance and repair. Contractee desires to contract with Scottsbluff to provide the fire hydrant repair, replacement and painting services (hereinafter referred to as fire hydrant maintenance) upon request.

2. **NATURE OF THE WORK**. Scottsbluff agrees to provide the following services upon request of Contractee at the rates indicated for each:

- A. Routine fire hydrant maintenance (requested at least seven days in advance which will be scheduled by the Water System Supervisor at Scottsbluff's convenience) will be charged at the current labor and use of equipment rates reflected in Section 6-6-34 of Scottsbluff's Municipal Code plus actual costs for parts and supplies.
- B. Emergency fire hydrant maintenance (broken hydrant causing flooding and after hour calls) will be charged at the current labor rate reflected in Section 6-6-34 of Scottsbluff's Municipal Code. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff (as set forth in paragraph 3C) and weather conditions.

3. **MISCELLANEOUS**

- A. Travel time to and from the location will be included as part of the time charged.
- B. A minimum of one hour will be charged on all service calls. Other than hydrant painting, all fire hydrant maintenance will require two or more employees.
- C. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
  - I. Scottsbluff water system;
  - II. SID and private systems connected to Scottsbluff's system;
  - III. Other public and private systems.

- D. Scottsbluff shall not be responsible for damage to Contractee's water system or private facilities connected to the system.
- E. If an emergency takes place in Scottsbluff requiring use of equipment while a job with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.

4. **CONDITIONS.**

- A. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such insurance with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.
- B. Contractee agrees to provide at least one person during routine or emergency calls to assist as needed.

5. **TERMINATION.**

The term of this Agreement shall be three years from the date of it's execution by Scottsbluff, except that either party may terminate such Agreement by giving the other 30 days' written notice.

**IN WITNESS WHEREOF**, this Agreement is signed the day and year first above written.

**SANITARY IMPROVEMENT DISTRICT #8**

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

**ATTEST:**

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

\_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF SCOTTSBLUFF, NE.**

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

**ATTEST:**

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

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

# **City of Scottsbluff, Nebraska**

**Monday, October 17, 2022**

**Regular Meeting**

## **Item Reports2**

**Council to discuss and consider action on the Economic Development Assistance Agreement with Mesner Development Co. and authorize the Economic Development Program Administrator to sign the Agreement.**

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

## **ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT**

This Agreement is made on October 17, 2022, between the City of Scottsbluff, Nebraska (the “City”) and Mesner Development Co. (the “Applicant”).

### **Recitals:**

- a. The City has adopted an Economic Development Plan pursuant to the Nebraska Local Option Municipal Economic Development Act (the “Plan”). Pursuant to the Plan, the City has implemented an Economic Development Program (the “Program”).
- b. The Applicant has made application for assistance from the Program (the “Application”);
- c. The Administrator of the Program (the “Administrator”) and the City Council (the “Council”) have reviewed the Application. The Council has determined that a grant (the “Grant”) be awarded to the Applicant from the City of Scottsbluff Economic Development Fund (the “Fund”) as provided for in this Agreement.
- d. The parties now desire to enter into this Agreement for the purpose of setting out the terms and conditions of the Grant.

### **Agreement:**

#### **1. Purpose of Grant and Application of Funds:**

- a. The Applicant is a Nebraska corporation with its principal source of income being the development of housing for sale or lease. The Applicant desires to purchase real estate for the construction of four residential duplexes (eight units) in the City of Scottsbluff on Circle Drive between 24<sup>th</sup> and 26<sup>th</sup> Streets, currently Lots 1 through 5, Block 6, Northeast Second Addition (the “Project”), and the Applicant desires assistance from the Program to offset the purchase price of the real estate for the Project in lieu of other TIF incentives that may be available for other real estate.
- b. The City agrees to provide assistance for the Project in the form of a maximum \$50,000 Grant to the Applicant.
- c. The Grant will be used to incentivize the Project and assist the Applicant with the Project.

#### **2. Amount of Grant:**

The amount of the Grant awarded to the Applicant is a maximum of \$50,000. The Grant shall be payable from the Fund as follows:

- a. \$12,500 shall be payable to the Applicant after the Applicant obtains a certificate of occupancy from the City for each duplex, which shall not be unreasonably withheld. If only

one unit of a duplex obtains a certificate of occupancy at one time, \$6,250 shall be payable to the Applicant per unit.

b. Assuming all conditions to payment have been met, as set forth below, upon receiving each certificate of occupancy, the Applicant shall provide the certificate of occupancy to the Administrator, and the amount of the Grant to be paid shall be scheduled as a claim on the next reasonably available Council meeting. After claim approval by the Council, the City shall pay the amount of the Grant within ten days of claim approval.

### **3. Representations and Warranties of the Applicant:**

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

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

b. The Applicant's principal source of income is the construction of housing for sale or lease.

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

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

All representations and warranties made by the Applicant shall survive the Closing.

### **4. Representations and Warranties of the City:**

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

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



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

**5. Certification of the Applicant:**

The Applicant certifies to the City that it has not filed nor does it intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Imagine Act.

**6. Conditions to Payment:**

The City's obligation to proceed with payments of the Grant under this Agreement is subject to the Applicant's fulfillment of each of the following conditions at or prior to a payment:

- a. All representations and warranties of the Applicant shall be true as of the Closing.
- b. The Applicant shall have delivered to the City:
  - (1) Evidence of Good Standing of the Applicant from the Nebraska Secretary of State before each payment;
  - (2) A copy of the current and correct Articles of Incorporation and Bylaws of the Applicant certified by its secretary to be correct;
  - (3) Certified resolutions of the Board of Directors authorizing the Applicant's entering into this Agreement and providing for signature authority;
  - (4) Closing of the real estate purchase for the Project, construction of the duplexes for the Project, and obtaining a certificate of occupancy for each duplex (or the units therein);
  - (5) The Applicant entering into an agreement with Twin Cities Development for financial assistance on the Project from Twin Cities Development's rural workforce housing fund.
  - (6) The Applicant providing an accurate W-9 to the City.
- c. The Applicant shall in all material respects have performed its obligations, agreements, and covenants contained in this Agreement to be performed by them, on, or before the Closing.
- d. There shall have been no material adverse change in the operation or financial status of the Applicant and the Closing shall constitute the Applicant's representations that there has been no such material adverse change.

e. In accepting each payment of the Grant under this Agreement, the Applicant is considered to have represented that the above conditions have been satisfied and are continuing to be satisfied.

## **7. Early Termination:**

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

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

c. In the event of a termination as described in this paragraph, then the Applicant shall have no further right to receive Grant payments.

## **8. Default:**

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

a. Failure to comply with any of the terms of this Agreement to include an assignment not permitted under this Agreement.

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

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

d. The Applicant does not obtain any certificates of occupancy for duplexes on the Project within three years of October 17, 2022, or the Applicant sells the real estate, or any lot thereon (as replatted), of the Project before obtaining a certificate of occupancy for that lot.

## **9. Assignability:**

The Administrator may assign his or her interest in this Agreement to any successor administrator designated by the City Council. The Applicant may not assign or transfer their interest in this Agreement without the consent of the Administrator. Assignment shall include a transfer of ownership of the Applicant of greater than 50% of the shares of the Applicant to a new owner.

## **10. Confidentiality:**

It is agreed that this Agreement and its terms are public record and are not confidential. However, the City agrees to take reasonable steps to insure that any financial and proprietary

information provided in connection with this Agreement by the Applicant shall remain confidential and shall not be revealed or disclosed to outside sources unless the information is public knowledge, is independently developed, or is required to be disclosed by law or legal process.

**11. Notices:**

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

a. If to the City:

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

b. If to the Applicant:

Mesner Development Co.  
1415 16<sup>th</sup> St., Suite 200  
PO Box 335  
Central City, NE 68826  
Attention: Cliff Mesner or Chris Lenz

**12. Miscellaneous:**

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

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

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

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

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

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

*[Signatures on Following Page]*

**Signature Page to Economic Development Assistance Agreement between  
the City of Scottsbluff, Nebraska and Mesner Development Co.**

City of Scottsbluff, Nebraska

Mesner Development Co.

By: \_\_\_\_\_  
Economic Development  
Program Administrator

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

**CITY OF SCOTTSBLUFF**  
**ECONOMIC DEVELOPMENT APPLICATION REVIEW COMMITTEE**  
**October 11, 2022**

A meeting of the Economic Development Application Review Committee was advertised for October 11, 2022 at 9:00 a.m. at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska. A quorum of the Committee was not available and no actions were taken.

Present were Committee members Jim Trumbull and Dennis Hadden. Also present were Adam Hoelsing, Deputy City Attorney, Sharaya Toof, Small Business Outreach/Public Relations Coordinator for the City, Kevin Spencer, co-City Manager, and Elizabeth Loutzenhiser, co-City Manager. Member Trumbull presided over the discussion.

The first item of the agenda discussed was the presentation by Mesner Development Co. for its application for assistance. The Applicant has a principal source of income being the construction of housing for sale or lease. The Applicant desires to purchase real estate, construct, and sell four residential duplexes (eight units) in the City of Scottsbluff on Circle Drive between 24<sup>th</sup> and 26<sup>th</sup> Streets, currently Lots 1 through 5, Block 6, Northeast Second Addition (the "Project"), and the Applicant desires assistance from the Program to offset the purchase price of the real estate for the Project in lieu of other TIF incentives that may be available for other real estate. Mr. Cliff Mesner and Mr. Cliff Lenz presented on behalf of the Applicant. The Applicant desires a \$50,000 grant, which will be payable in prorated payments for 8 duplex units once each unit obtains a certificate of occupancy. The Applicant is also ready to obtain loan financing from Twin Cities Development for the project, which financing is part of the rural workforce housing fund that the City of Scottsbluff previously contributed \$350,000 as a match. The Applicant further requested this grant would allow the purchase of the real estate at competitive market rates that would incentivize the project without the use of TIF financing. The Applicant desires to close the real estate purchase in October of 2022 and begin concrete work shortly thereafter. A timeframe for the project is expected to be completed units by the end of 2023, and a deadline for the rural workforce housing fund is the end of 2023. It was important that the Applicant close on the real estate in October 2022 to begin concrete work before winter.

The Committee, due to lack of quorum, was unable to make a recommendation to the City Council on the application. Members of the committee present were generally in favor of the application. Due to the time sensitive nature of the Applicant's desires, the members of the Committee that were present forwarded the application and economic development agreement approval directly to the City council without Committee recommendation, per the terms of the City's economic development plan.

Thereafter, annual program reports for year ending March 31, 2022 and June 30, 2022 were provided to the members of the Committee present. Discussion was had regarding the size and success of the program portfolio and the program in general. The members of the Committee present then ended discussion at approximately 9:34 AM.

---

Starr Lehl, Economic Development Director

# **City of Scottsbluff, Nebraska**

**Monday, October 17, 2022**

**Regular Meeting**

## **Item Reports3**

**Council to discuss and consider action on approving the letter asking for an extension to complete the Owner-Occupied Rehabilitation Project for the City of Scottsbluff and authorize the Mayor to sign the letter.**

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



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

October 17, 2022

Kristi McClung, Program Representative  
Nebr. Department of Economic Development  
245 Fallbrook Blvd., Suite 002  
Lincoln, NE 68521

RE: CDBG #20-HO-31041/City of Scottsbluff

Dear Kristi,

This letter is to request an extension to complete the Owner-Occupied Rehabilitation project for the City of Scottsbluff #20-HO-31041.

The City of Scottsbluff is requesting a 12-month extension to complete the project, modifying the final completion date to November 17, 2023.

This project was primarily delayed by the extended period to receive release of funds from NDED due to administrative issues on the part of PADD and compounded by the pandemic, making it challenging to move the process forward in an expedient manner.

Complete lead testing has taken place on twelve homes and two homes have completed the tier-2 review. All of these homes have been found to be financially eligible and bids are currently being received on the twelve homes with plans to have the rehabilitation started in the next 30 days.

Thank you for your consideration. If you have questions concerning this request, please contact Bryan Venable at (308) 436-6584 or Starr Lehl, Economic Development Director at (308) 630-6213.

Sincerely,

Jeanne McKerrigan  
Mayor