

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

**Regular Meeting**  
**August 29, 2016**  
**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. 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) Approve Minutes of the August 15, 2016 Regular Meeting.
7. Public Hearings:
  - a) Council to conduct a public hearing as advertised for 6:05 p.m. for authorizing the final tax request for the 2016-2017 year at a different amount than the prior year request.
  - b) Council to consider a Resolution setting the final tax request for the 2016-2017 year at a different amount than the prior year request.
  - c) Council to conduct a public hearing for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the FY 2016-2017 budget.
  - d) Council to consider an Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2016-2017.
8. Petitions, Communications, Public Input:
  - a) Council to receive a presentation from NPPD and consider action on the Solar Project.
  - b) Council to consider a Special Designated Liquor License for The Elks Lodge to serve beer at the Monument Marathon After Party on September 24, 2016, from 10:00 a.m. to 10:00 p.m. at the 18th Street Mini Park.
  - c) Council to consider a Community Festival Permit for The Stomping Ground

dba SHOTS on 18th Street between Broadway and Avenue A, including street closures, vendors, and noise permit for the SHOTS One Year Anniversary Block Party on September 17, 2016, from 3:00 p.m. to 1:00 a.m.

- d) Council to consider a Special Designated Liquor License for SHOTS to serve beer, wine and distilled spirits at the One Year Anniversary Party on September 17, 2016, from 3:00 p.m. to 1:00 a.m. at 18th Street from Broadway to Avenue A.
  - e) Council consideration of an Economic Development Assistance Agreement with Dave's Welding LLC and authorize the City Manager to execute the agreements as the Economic Development Program Administrator.
9. Reports from Staff, Boards & Commissions:
- a) Council to consider a termination of Farm Lease by mutual consent with Rodney Adams and authorize the Mayor to execute the contract.
  - b) Council to remove from the table the item regarding the sale of property in the Immigrant Trail Subdivision to Samuel G. Adams.
  - c) Council to consider the contract selling approximately 39.22 acres of city-owned property in Immigrant Trail Subdivision to Samuel G. Adams in the amount of \$215,000.00 and authorize the Mayor to execute the contract.
  - d) Council to consider Memorandum of Agreement with the Wyoming Water Development Commission for the Platte Alliance Water Supply, Level II Study and authorize the Mayor to execute the contract.
  - e) Council to endorse the Gering City Council selection of Power Screening LLC for the landfill shredder and authorize use of the landfill fund for the purchase.
  - f) Council to receive a report on the projects completed by Rick Kuckkahn.
10. Resolution & Ordinances:
- a) Council to consider an Ordinance amending the code regarding utility user fees, effective October 1, 2016 (second reading).
  - b) Council to consider an Ordinance levying a special assessment in Paving District No. 311 (second reading).
  - c) Council to consider an Ordinance providing for a new 4% occupation tax on hotel accommodations, effective December 1, 2016.
  - d) Council to consider the FY 2016 - 2017 Pay Resolution.
11. Executive Session
- a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
12. 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. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
13. Council reports (informational only):
14. Scottsbluff Youth Council Representative report (informational only):

15. Adjournment.

# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

## **Item Consent1**

**Approve Minutes of the August 15, 2016 Regular Meeting.**

**Staff Contact: Cindy Dickinson, City Clerk**

The Scottsbluff City Council met in a regular meeting on Monday, August 15, 2016 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 August 12, 2016, 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, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on August 12, 2016.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger 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: Randy Meininger, Raymond Gonzales, Jordan Colwell, Scott Shaver (arrived at 6:05 p.m.) and Mark McCarthy. Absent: None. Mayor Meininger asked if there were any changes to the agenda. Moved by Mayor Meininger, seconded by Council Member McCarthy, "to make a change on item 6d, replacing "specifications" for "bids" in regards to paving district 313," "YEAS", Colwell, Meininger, McCarthy, and Gonzales, "NAYS: None. Absent: Shaver.

Mayor Meininger 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 were none.

Moved by Council Member Gonzales, seconded by Council Member McCarthy that,

1. "The minutes of the August 1, 2016 Regular Meeting be approved,"
2. "A Public Hearing be set for August 29, 2016 at 6:05 p.m. as the date for a Public Hearing for the FY 2016-2017 Budget,"
3. "A Public Hearing be set for September 6, 2016 at 6:05 p.m. to consider a Community Development Block Grant application for the East Overland phase I development study,"
4. "Specifications be approved for the Avenue G Street Improvement District 313 and authorize the city clerk to advertise for bids to be received by September 8, 2016 at 2:00 p.m.,"
5. "A Community Festival Permit be approved for the Nebraska Horseshoe Pitchers Association for a horseshoe tournament at Frank Park on September 2, 2016 6:00 p.m. to 10:00 p.m.; September 3, and 4, 2016 from 6:00 a.m. to 6:00 p.m.,"
6. "A Community Festival Permit be approved for the Recreation Department on September 24, 2016, 7a.m. -10 p.m., for a Broadway Bash Monument Marathon After-Party, at the 18<sup>th</sup> Street Mini Park, including street closures," "YEAS", Colwell, Meininger, McCarthy, and Gonzales, "NAYS: None. Absent: Shaver (arrived at 6:05 p.m.).

Moved by Mayor Meininger, seconded by Council Member Colwell, "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated August 15, 2016, as on file with the City Clerk and submitted to the City Council," "YEAS", Meininger, Colwell, Gonzales, and McCarthy, "NAYS" None. Absent: Shaver (arrived at 6:05 p.m.).

#### CLAIMS

ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHMENT,147.55; ACTION COMMUNICATIONS INC.,KMART WARNING SIREN REPAIRS,739.15; AIRLINE MEDIA

PRODUCTIONS, SPECIAL EVENTS,270; ALAMAR CORP,UNIFORMS,563.81; ALLO COMMUNICATIONS, LLC,LOCAL TELEPHONE CHARGES,4738.99; ALVARO SILVA, CONTRACTUAL SERV,1305; ARTHUR BILL, CAMPGROUND,135; ASSURITY LIFE INSURANCE CO, LIFE INS, 34.36; B & H INVESTMENTS, INC,DEPT SUPPLIES,230.71; BAKER & ASSOCIATES INC,CONTRACTUAL SVC,905.63; BATTERY ZONE,EQUIP MAINT,123.95; BLUFFS SANITARY SUPPLY INC.,DEPT SUPP,934.25; BRODART CO,DEP. SUP.,625.88; BRUCE ROLLS, UNIFORM,43.92; CAPITAL BUSINESS SYSTEMS INC.,MONTHLY MAINT, 108.02; CASH WA DISTRIBUTING, CONCESSION,882.5; CELLCO PARTNERSHIP,MONTHLY CELL PHONES - FIRE,364.72; CHRIS REYES,DEPT SUPPL,303; CITIBANK N.A.,DEPT SUP,686.9; CITY OF GERING,CONTRACTUAL SERV,19.86; CITY OF GERING,DISPOSAL FEES, 42821.34; COMPUTER CONNECTION INC,RENT-MACH,48.42; CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF,63.51; CONTRACTORS MATERIALS INC.,SUPP - EXP. JOINT, STAKES, TAPE,1162.12; CRESCENT ELECT. SUPPLY COMP INC,REPAIRS TO J BOX,40.93; CYNTHIA GREEN,DEPT SUP,153.08; DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,1842.54; DUANE E. WOHLERS,DISPOSAL FEES,1250; ELECTRONIC RECYCLERS, INC,DISPOSAL FEES,3892; ENERGY LABORATORIES, INC, SAMPLES, 125; FASTENAL COMPANY,EQUIP MAINT,7.47; FEDERAL EXPRESS CORPORATION, POSTAGE,1631.62; FLOYD'S TRUCK CENTER, INC,EQUIP MAINT,232.12; FREMONT MOTOR SCOTTSBLUFF, LLC,REPAIRS ON RESCUE ONE,696.75; FUN EXPRESS, LLC, DEPT SUPP,148.77; GARTON, LYNN,SCHOOLS & CONF,329; GENERAL TRAFFIC CONTROLS, INC,SURGE PROTCTR - AVE. I & BELTLINE,440.32; GFOA,MEMBERSHIP - HILYARD, 190; GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,695; HANNA:KEELAN ASSOC, P.C. COM PLANNING & RESEARCH,SERVICES - MULTI COUNTY REGIONAL HOUSING STUDY, 14500; HAWKINS, INC.,CHEMICALS,3810.75; HEILBRUN'S INC.,VEHICLE MTNC,826.74; HELENA CHEMICAL COMPANY,DEPT SUPP,427.68; HENKEL'S MACHINE AND WELDING,DEPT SUPPLIES,1920; HICKOX KEVIN,UNIFORMS & CLOTHING,125; HOA SOLUTIONS, INC,CONTRACTUAL SVC,2440; HODGES, JOSHUA H,CONTRACTUAL,960; HUGHEY JORDAN, LEGAL,23.24; HYDRONIC WATER MANAGEMENT,EQUIP. MAIN.,425; ICMA RETIREMENT TRUST-457,DEF COMP,945; ICMA ROTH IRA,ROTH,530; IDEAL LAUNDRY AND CLEANERS, INC.,UNIFORMS,1103.11; INGRAM LIBRARY SERVICES INC, BKS,186.19; INTERNAL REVENUE SERVICE,WITHHOLDINGS,62841.53; INTRALINKS, INC,CONTRACT SERVICES,1987.5; JEROLD E. HIGEL,TRAFFIC SIGNAL & CONTROLLER SERVICE,870; JOHN DEERE FINANCIAL,UNIFORMS,128.53; JOHN DEERE FINANCIAL,EQUIP MAINT,1 9.14; KEARNEY HOSPITALITY INC,DEPT BSNSS TRVL,329.85; KEARNEY INVESTMENT CORP,SCHOOLS & CONF,199.9; KUCKKAHN, RICK,CONTRACT,4250; LEAGUE OF NEBRASKA MUNICIPALITIES, MEMBERSHIP DUES, 32020; LINCOLN JOURNAL STAR, SBSCRPNWL - LIB.,705.11; M.C. SCHAFF & ASSOCIATES, INC,DEPT CNTCRL SRVCS,1870.44; MADISON NATIONAL LIFE, LIFE INS,1854.43; MAILFINANCE INC, MACH. RNTL,366; MANUEL DON & ALICE, CAMPGROUND, 195; MARKETING CONSULTANTS, DEPT SUP, 85; MATHESON TRI-GAS INC, RENT-MACHINES, 43.36; MENARDS, INC, STRUCTURES, 1193.29; MID-IOWA SOLID WASTE EQUIPMENT CO, INC,VEH MAINT,3571.64; MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,3915.1; MIDWEST MOTOR SUPPLY CO INC,SUPP - 1/2 2 WIRE FOR CENTRAL GARAGE,1160; MIZE, ROBERT,CONTRACTUAL SERVICES,57.5; MONUMENT CAR WASH INC, VEH MAINT,373.99; MONUMENT PREVENTION COALITION, CONTRACTUAL,939.94; MUNICIPAL PIPE TOOL CO, LLC,EQUIP MAINT,276.85; NATIONAL TELEPHONE MESSAGE CORP, DEPT SUPPL,150; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE, 1237.93; NE DEPT OF ENVIRONMENTAL QUALITY, LICENSE & PERMTS, 150; NE DEPT OF REVENUE, WITHHOLDING, 0885.19; NE DEPT OF ROADS,FINAL PAYMENT ON BDWY; 14TH - 20TH, 1733.14; NE LIBRARY COMMISSION,SBSCRPN.,1502.3; NEBRASKA PUBLIC POWER DISTRICT, ELECTRIC, 55798.72; NEOPOST, POSTAGE,1500; NETWORKFLEET, INC,GPS SERVICE,37.9; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT,143.63; ONE CALL

CONCEPTS, INC, CONTRACTUAL, 172.02; OREGON TRAIL PLUMBING, HEATING & COOLING INC, BLDG MAINT, 328; PANHANDLE CONCRETE PRODUCTS, INC,FACILITY MAINT,1821; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,126; PANHANDLE GEOTECHNICAL & ENVIRONMENTAL INC,BID CNTRCL SRVCS,700; PATRICK & KRISTIN MAAG,SPECIAL EVENT,800; PAUL REED CONSTRUCTION & SUPPLY, INC,CRUSHED CONCRETE,184.32; PEPSI COLA OF WESTERN NEBRASKA, LLC,CONCESSION,71.1; PLATTE VALLEY BANK,HSA,13613.96; POSTMASTER,POSTAGE,625.56; PRAISE WINDOWS INC, BLDG MAIN.,645; QUILL CORPORATION,DEPT SUPPL,688.11; REGANIS AUTO CENTER, INC,VEH MAINT, 251.14; REGIONAL CARE INC,CLAIMS,33896.93; REGIONAL WEST PHYSICIANS CLINIC, CONSULTING,24; REGISTER OF DEEDS,LEGAL,20; RON'S TOWING, CONTRACTUAL, 25; RR DONNELLEY,DEPT SUPPL,200.39; RUSSELL INDUSTRIES INC, EQUIP MAINT,736.3; S M E C, MPLOYEE DEDUCTION,185.5; SCB FIREFIGHTERS UNION LOCAL 1454, FIRE EE DUES, 180; SCOTTS BLUFF COUNTY COURT, EGAL,85; SCOTTSBLUFF BODY & PAINT, TOW SERVICE,705; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION, POLICE EE DUES, 504; SHERWIN WILLIAMS,5 GALLON PAINT SHAKER,11818.53; SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,4396.5; SIRSI CORPORATION,DEP SUP.,854.5; SNELL SERVICES INC.,ELECTRICAL,4378.88; SPENCER MCMURTRY,DEPT SUP,200; THE CHICAGO LUMBER COMPANY OF OMAHA INC,BLDG MAINT,74.99; THE PEAVEY CORP,INVEST SUPPL,322.6; THOMAS P MILLER & ASSOCIATES, LLC, PROFESSIONAL SERVICES - JULY 2016, 8333.33; THOMPSON GLASS, INC,BLDG MAIN. - LIB.,228; TRANS IOWA EQUIPMENT LLC,PARTS FOR SWEEPER - BROOM, DRAG SHOE, BUSH,6067.09; TRI-TECH FORENSICS INC.,INVEST SUPPL,43.5; TWIN CITIES DEVELOPMENT ASSOC, INC,ECENTER AGREEMENT - JULY 2016,6775; UNIQUE MANAGEMENT SERVICES, INC,CONT. SRVCS.,214.8; UPSTART ENTERPRISES, LLC,SUPP - CARTRIDGES,103.16; US BANK, SCHOOLS & CONF,1693.79; VAN DIEST SUPPLY COMPANY,BIOMIST - MOSQUITO SPRAY, 2726; VAN PELT FENCING CO, INC,BLDG MTNC, 1826; W & R INC, ELECTRICAL MAINT, 923.2; WELLS FARGO BANK, N.A., RETIREMENT, 30541.93; WESTERN COOPRTATIVE COMPANY, GROUND MAINT,131.6; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT,306.4; WYOMING FIRST AID & SAFETY SUPPLY, LLC,DEPT SUPPLIES, 104.96; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE, YMCA, 1770.75; RJ APARTMENTS 239.49; GRED PODOBENSKY 6.47; CARA McRAE 13.72; JANICE HUBBARD 8.33; SHAWN LEMMON 48.01;ADRIAN VALDEZ 44.94; RUTH BALTAZAR 42.87; CHRISTINE SERUIDO 28.10; DALE ESTERLY 87.91; SEAN MICHAEL 7.81; ERIKA MORENO 39.43; RACHEL SCHERBARTH 41.98; MARK MASTERTON 127.90.

Council reviewed the Financial Report. City Manager Johnson commented that there is nothing unusual with the financial report.

Moved by Mayor Meininger, seconded by Council Member Colwell, "to convene as the Board of Equalization," "YEAS", Meininger, Colwell, Gonzales, Shaver and McCarthy, "NAYS" None. Absent: None.

The Scottsbluff Board of Equalization met in a special meeting on Monday, August 15, 2016 at 6:05 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. Notice was given by publication in the Star Herald on August 12, 2016. An agenda kept continuously current was available for public inspection at the office of the city clerk at all times from publication of the notice to the time of the meeting.

Board Chairman Randy Meininger presided and City Clerk Dickinson recorded the proceedings. Board Chairman Meininger welcomed everyone in attendance and encouraged all citizens to participate in the meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Board Chairman Meininger 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 Board Members were present: Raymond Gonzales, Randy Meininger, Jordan Colwell, Scott Shaver and Mark McCarthy. Absent: None.

Moved by Chairman Meininger, seconded by Board Member Gonzales, “to approve the minutes of the previous meeting of June 1, 2009,” “YEAS”, Meininger and Gonzales; Abstain: Shaver, Colwell and McCarthy. The members abstaining were not in this position when the meeting took place and did not want to vote to approve the minutes. City Attorney Olsen encouraged at least one of the members to approve the minutes. Mr. Olsen explained that the Board operates by majority vote. The law states that if there is a conflict or if members are unable to vote on some matter, it frustrates the action and the board can disregard the conflict. If there is not a majority vote, they will not ever be able to convene the meeting. Board Member McCarthy changed his vote to approve the minutes, resulting in a majority vote to approve the minutes of the June 1, 2009 meeting.

Chairman Meininger opening the Public Hearing as advertised for this date, at 6:10 p.m. to consider setting special assessments to properties benefitted by construction of Paving District No. 311, Five Oaks Subdivision. City Manager Nathan Johnson, explained that the assessment provides the lowest bank rate plus 2.5% administrative rate for a 15 year term. The interest rate would be 5.76% for the property owners benefitting from the street improvement district. Staff is recommending approval of the Ordinance supporting the Paving District No. 311 assessment. There were no comments from the public. Chairman Meininger closed the public hearing at 6:10 p.m.

Mr. Johnson also reported on the current assessments. There are some outstanding assessments, and staff is working with our legal department to provide a report back to the Council regarding a solution to collecting these assessments.

Moved by Chairman Meininger, seconded by Board Member Shaver, “to adjourn as the Board of Equalization and reconvene as the City Council,” “YEAS”, Meininger, Colwell, Gonzales, Shaver and McCarthy, “NAYS” None. Absent: None.

---

Board Chairman

Attest: \_\_\_\_\_  
City Clerk

Mayor Meininger introduced the Ordinance setting special assessments for Paving District 311 which was read by title on first reading: **AN ORDINANCE FINDING, ASCERTAINING, DETERMINING, EQUALIZING AND FIXING THE BENEFITS TO AND LEVYING SPECIAL ASSESSMENTS UPON THE LOTS, LAND AND REAL ESTATE ABUTTING UPON AND ADJACENT TO AND ESPECIALLY BENEFITTED BY THE IMPROVEMENTS IN PAVING DISTRICT NO. 311 OF THE CITY OF SCOTTSBLUFF, NEBRASKA, FOR THE PURPOSE OF PAYING THE COSTS OF SUCH IMPROVEMENTS TO THE EXTENT OF SPECIAL BENEFIT TO SUCH LOTS, LANDS, AND REAL ESTATE BY REASON OF SUCH IMPROVEMENTS.**

City Manager Johnson presented the amendment to the agreement with James Becker, to extend the closing date for him to purchase city-owned property. The land Mr. Becker is purchasing is under a farm lease. The closing has been extended to occur on or before December 30, 2016 to allow time for the crops to be harvested and the lease ended. Moved by Council Member Gonzales, seconded by Mayor Meininger, “to approve the amendment to the agreement with James Becker to sell city-owned property located at Immigrant Trail Subdivision and authorize the Mayor to execute the contract,” “YEAS”, Meininger, Colwell, Gonzales, Shaver and McCarthy, “NAYS” None. Absent: None.

City Attorney Howard Olsen presented information regarding the personal property claims submitted by property owners on West 42<sup>nd</sup> Street. He explained that on June 12, 2016, the day of the incident, we experienced a significant rain storm in a short amount of time, which could be considered an “act of God”. However, the question remains of how the rain water got into the sanitary sewer system of the properties affected. In the past there was a theory called “inverse condemnation”, which held the city



responsible for sewer back-ups. It is a confined pipe under the city's control, causing the city to take property of a private individual without paying for it. There is a recent case from Columbus, NE that watered down that theory. Now the only time that "inverse condemnation" can hold the city responsible is if there is a continuous issue on behalf of the city. Mr. Olsen and City Engineer Dave Schaff inspected the property and the reports from the Wastewater Department staff. The City has invested a lot of money in specialized cameras and began a five-seven year rotation program to camera all lines and locate any trouble spots throughout the entire city. The trouble spots that are identified are visited on a more frequent schedule. The area on 42<sup>nd</sup> Street was not one of the trouble spots. The sewer inspection was conducted right after the incident happened on June 12, 2016 and there were no issues with the sanitary sewer system. During the inspection, they noticed a number of clean out caps were missing in the barrow pit by the Northside Mobile Home Ranch, located on 42<sup>nd</sup> street. Staff also noted that the lid of the man hole behind Morton Building was also off by a little bit. Dave Schaff, City Engineer, believes the clean outs and manhole could have let enough water into sanitary sewer system to take it to capacity. The Mobile Home Park has been advised of these missing caps, and they have now been replaced. The rain brought the system up to capacity to where it hooks into our main. The City has no responsibility for the lines that hook to our main.

We need to determine whether our employees were negligent, and the investigation shows that they were not. In order to avoid a claim of negligence, the city needs to develop a process of inspecting these lines, which they have done, including purchasing the equipment to conduct regular camera inspections. Staff developed an inspection rotation schedule, which is approximately every 5 years. Mr. Johnson explained that when we have issues, the staff inspects the area immediately.

Mayor Meininger commented that four to five years ago city sent out letters informing property owners to install back flow devices. Some homeowners installed them and some did not. The City did hire an adjustor to inspect the properties to evaluate the amount of damage at each property. Council Member Shaver commented that he's not sure how we can claim responsibility for something we didn't do. He stated that he would like to know how the water got into the main sewer line.

Mr. Gary Hutzel, owner of the property located at 2709 West 42<sup>nd</sup> St., approached the Council and said that he received a call from his tenant on June 12, 2016 explaining that sewer water was flooding his basement. Mr. Hutzel and his wife helped remove the water until 1:30 a.m., and then called Fisher Restoration to clean the property, as they could not keep up. Their expenses so far are approximately \$10,000.00 to repair the damage. He would like to have assurance that this problem won't happen again; the City should provide a system that doesn't back up into the sewer system. Having a system in place should not be the reason to not be responsible for the sanitary sewer system damaging his property.

Melissa Price, 2717 West 42<sup>nd</sup> St. also sustained approximately \$20,000.00 of damage to her house. She explained that they just moved to their house in November of 2015, so they would not have received the letter regarding back flow devices. She is also concerned and worried about this happening again in the future. She is hopeful that the City will work with her to resolve this issue.

Nathan Green, citizen, commented that he used to live in the Cornette Heights area and noted that since the canal has been covered, there always seems to be a lot of water running through the streets and storm drains in that area. Mr. Shaver added that some large trees have also been removed, which may have had an impact also.

Mayor Meininger commented that the main was open and clear and he does not see where the City was liable for this damage. It is an unfortunate circumstance; however, we can't control the amount of rain that got into the system. Moved by Mayor Meininger, seconded by Council Member Colwell, to deny the claims submitted by residents on West 42<sup>nd</sup> Street as a result of sewer back up from the June 12, 2016 storm," "YEAS", Meininger, Colwell, Gonzales, and McCarthy, "NAYS" Shaver. Absent: None.

Mr. Johnson presented a contract for campground hosts to complete the remainder of the contract, as the present hosts are unable to complete their contract. The prorated amount for the remainder of the contract is \$1238.00. Moved by Council Member Shaver, seconded by Council Member McCarthy, "to approve the contract with Roy and Andrea Jones, Riverside Park campground hosts, and authorize the Mayor to execute the contract," "YEAS", Meininger, Colwell, Gonzales, Shaver and McCarthy, "NAYS" None. Absent: None.

City Manager Johnson provided the Council with a recommendation regarding the request for an additional \$50,000.00 of funding from the Splash Foundation. He explained that the current fiscal year KENO budget is over spent by \$40,000.00 from what was budgeted. Some of the projects that were funded include upgrades to Cleveland field, grant match, the Balloon Festival, and other projects. The direction from the Council during the Budget Workshop was that we need to pay cash for expenditures and projects. In order to replenish the KENO funds and keep with Council's direction, we do not have additional funds for the Splash. Council also denied all additional outside agency requests. In order to fulfill this request, we would need to take additional funds from the reserve, which would take the balance below the amount set by Council. Therefore, City Manager Johnson stated his recommendation is to not fund the Splash Foundation at this time. There is no action to be taken on this item. Council Member Shaver commented that he disagrees with his recommendation, and he knows that the Splash Foundation can't make it without the additional funding from the City of Scottsbluff. He added that the City spends too much money on the Westmoor Pool, which should be spent on the Splash. This request is very inexpensive to keep the pool going. Council Member Colwell stated that he agrees, and encouraged a meeting with the City of Gering, the YMCA, and the Webb's to discuss a Recreation Center. We need a program for the Torpedoes and a year-round program and regional recreation center for the future.

Mr. Johnson presented the Ordinance amending the code regarding utility user fees, effective October 1, 2016. As directed at the budget workshop, this Ordinance provides for the following monthly increases: \$.25 increase for Stormwater; \$.61 increase to Wastewater; \$.33 to Water, for a total monthly increase of \$1.19. This Ordinance also includes a delinquent charge for sanitation. If passed, this Ordinance would take affect October 1, 2016 to align with the City's fiscal year.

Mayor Meininger introduced the Ordinance which was read by title on first reading: AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE IN REGARD TO SEWER USER FEES AT CHAPTER 6 ARTICLE 6, AMENDING WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, AMENDING THE SURCHARGE FOR STORMWATER AT CHAPTER 6 ARTICLE 6, AND AMENDING ARTICLE 19, CHAPTER 3, BY INSTITUTING A DELINQUENT CHARGE FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR PUBLICATION BY PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Johnson presented the Ordinance, as directed by the City Council, to provide an Occupation Tax for restaurants. Council directed staff to provide the Ordinance with a 2% tax, however, revenue projections would be close to \$700,000.00. If revenues exceed this amount, a vote of the people would be required. The Ordinance reflects a 1 ½% restaurant occupation tax. Mayor Meininger commented that he has heard from the restaurant owners who asked, if the ordinance is passed, if a portion of the collected tax could be used for revitalization of businesses. He thought this may be a good combination with the Community Revitalization Authority. So far, staff has not received any comments from the public or restaurant owners.

Council Member Shaver asked where the additional funds will go. He would like to see it go strictly to infrastructure. City Manager Johnson's recommendation is that it go back to the General Fund to make sure it's strong to fund projects, and the general fund budgets such as public safety, library and parks. Council Member Shaver thinks we need to cut spending to save money. Mr. Johnson informed the Council that we are already making changes with overtime and a hiring freeze. Council Member McCarthy added that the lodging tax is less burdensome on the residents than the restaurant tax. Council Member Colwell commented that he does not feel we should tax food to fund the general budget. This would also be applied to catering and cafeteria operations. Council Member Gonzales noted that we will need additional revenue from an occupation tax to help with economic development efforts.

There was no introduction of the Ordinance providing for a new 1 ½% restaurant occupation tax, effective October 1, 2016.

Mr. Johnson presented the Hotel Occupation tax, as directed at the budget workshop. The projection with a 2% occupation tax is \$175,000.00 per year, which does not include the Fairfield Inn. The projected 2% occupation tax is currently lower than many communities in Nebraska. This revenue

still does not balance our budget. Council Member Gonzales suggested that 4% would provide the revenue we need.

Moved by Council Member Shaver, seconded by Council Member Gonzales, "to direct staff to bring back an Ordinance for Council's consideration with a new 4% occupation tax on hotel accommodations," "YEAS", Colwell, Gonzales, Shaver and McCarthy, "NAYS" Meininger. Absent: None.

Council introduced Ordinance No. 4194 approving the sale of approximately 39.22 acres of city-owned property in Immigrant Trail Subdivision to Samuel G. Adams, which was read by title on third reading: **AN ORDINANCE AUTHORIZING THE SALE OF LOT 2, BLOCK 6, IMMIGRANT TRAIL SUBDIVISION, SCOTTS BLUFF COUNTY, NEBRASKA.** Moved by Mayor Meininger, seconded by Council Member Gonzales, "to approve Ordinance No. 4194 approving the sale of 39.22 acres of city-owned property located at Lot 2, Block 6, Immigrant Train Subdivision, to Samuel G. Adams," "YEAS", Meininger, Colwell, Gonzales, Shaver and McCarthy, "NAYS" None. Absent: None.

Under Council Reports, Chief Spencer commented that eight Requests for Proposals were received by Scotts Bluff County for the CAD system.

Moved by Council Member Shaver, seconded by Council Member McCarthy, "to adjourn the meeting at 7:10 p.m.," "YEAS", Meininger, Colwell, Gonzales, Shaver and McCarthy, "NAYS" None. Absent: None.

---

Mayor

Attest:

---

City Clerk

"SEAL"

# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

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

**Council to conduct a public hearing as advertised for 6:05 p.m. for authorizing the final tax request for the 2016-2017 year at a different amount than the prior year request.**

**Staff Contact: Liz Hilyard, Finance Director**

City of Scottsbluff  
IN  
Scotts Bluff County, Nebraska

**NOTICE OF BUDGET HEARING AND BUDGET SUMMARY**

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 29th day of August 2016, at 6:05 p.m., at City Hall, 2525 Circle Drive for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

/s/ Cindy Dickinson - Clerk

2014-2015 Actual Disbursements & Transfers	\$	32,794,607.00
2015-2016 Actual/Estimated Disbursements & Transfers	\$	26,092,822.00
2016-2017 Proposed Budget of Disbursements & Transfers	\$	41,685,508.00
2016-2017 Necessary Cash Reserve	\$	14,169,847.00
2016-2017 Total Resources Available	\$	55,855,355.00
Total 2016-2017 Personal & Real Property Tax Requirement	\$	1,821,535.00
Unused Budget Authority Created For Next Year	\$	5,442,452.69

**Breakdown of Property Tax:**

Personal and Real Property Tax Required for Bonds	\$	680,942.00
Personal and Real Property Tax Required for Non-Bond Purposes	\$	1,140,593.00

**NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST**

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 29th day of August 2016, at 6:05 p.m., at City Hall, 2525 Circle Drive for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request at a different amount than the prior year tax request.

	City General	Off Street Parking
2015-2016 Property Tax Request	1,735,284.00	54,100.00
2015 Tax Rate	.2160	.2054
Property Tax Rate (2015-2016 Request/2016 Valuation)	.2121	.1982
2016-2017 Proposed Property Tax Request	1,767,435.00	54,100.00
Proposed 2016 Tax Rate	0.2160	0.1982

Publish 1 time  
August 23, 2016  
One affidavit of publication

# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

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

**Council to consider a Resolution setting the final tax request for the 2016-2017 year at a different amount than the prior year request.**

**Staff Contact: Liz Hilyard, Finance Director**

RESOLUTION NO. \_\_\_\_\_

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City of Scottsbluff passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

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

WHEREAS, it is in the best interests of the City of Scottsbluff that the property tax request for the current year shall be a different amount than the property tax request for the prior year.

NOW, THEREFORE, the Governing Body of the City of Scottsbluff, by a majority vote, resolves that:

1. The 2016-2017 property tax request be set at \$1,767,435 for the City of Scottsbluff.
2. The 2016-2017 property tax request be set at \$54,100 for the Business Improvement District.
3. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2016.

PASSED AND APPROVED this \_\_\_\_ day of September, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

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

# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

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

**Council to conduct a public hearing for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the FY 2016-2017 budget.**

**Staff Contact: Liz Hilyard, Finance Director**



# CITY OF SCOTTSBLUFF, NEBRASKA ANNUAL BUDGET



FISCAL YEAR  
2016-2017

**CITY OF SCOTTSBLUFF, NEBRASKA**  
**FISCAL YEAR 2016-2017**  
**ANNUAL BUDGET**

**MAYOR**

Randy Meininger

**COUNCIL MEMBERS**

Raymond Gonzales

Scott Shaver

Jordan Colwell

Mark McCarthy

**CITY MANAGER**

Nathan Johnson

**COVER**

Lied Scottsbluff Public Library, *LEED Certified Building*

# CITY OF SCOTTSBLUFF, NEBRASKA

## Table of Contents

### **Introductory Section:**

Mayor and City Council	3	Business Improvement District Fund	47
List of Principal Officials	4	Public Safety Fund	48
Personnel County by Department	5	Industrial Sites Fund	49
Organizational Chart	6	KENO Fund	50
Boards/Commissions/Agencies	7-11	Economic Development Fund	51
History and Facts	12-13	Mutual Fire Organization Fund	52
Miscellaneous Statistics	14-15	Debt Service Fund	53
Letter from the City Manager	16	TIF Projects Fund	54-55
General Fund Cash Balance	17-18	Community Development Block Grant Fund	56
City Revenues by Source	19	Leasing Corporation Fund	57
City Revenues by Fund	20	Capital Projects Fund	58
General Fund Revenues	21-26	Environmental Services Fund	59-60
General Fund Expenditures	27	Wastewater Fund	61-62
Budget Fund Structure	28	Water Fund	63-64
		Electric Fund	65
		Stormwater Fund	66-67
		Geographic Information Services Fund	68-69
		Central Garage Fund	70
		Unemployment Insurance Fund	71
		Health Insurance Fund	72
		Capital Improvements Budget	73-75
		2016-2017 State of Nebraska City Budget Form	76-87
		Scotts Bluff County Certified Valuations	88-89
<b><u>Summary Budgets:</u></b>			
General Fund	29		
Administrative Services Department	30		
Development Services Department	31-32		
Fire Department	33-34		
Police & Emergency Mgmt. Departments	35-36		
Library	37-38		
Parks & Recreation Departments	39-40		
Regional Library Fund	41		
Transportation Fund	42-43		
Cemetery Fund	44		
Cemetery Perpetual Fund	45		
Special Projects Fund	46		

CITY OF SCOTTSBLUFF, NEBRASKA  
Mayor and City Council



*Mayor  
Randy Meininger*



*Councilmember  
Raymond Gonzales*



*Councilmember  
Scott Shaver*



*Councilmember  
Jordan Colwell*



*Councilmember  
Mark McCarthy*

# CITY OF SCOTTSBLUFF, NEBRASKA

## List of Principal Officials

October 1, 2016

### Title

Mayor  
Councilmember  
Councilmember  
Councilmember  
Councilmember  
City Manager  
City Clerk/Risk Manager  
Director of Finance  
Director of Human Resources  
Director of Parks & Recreation  
Director of Public Works  
Emergency Management Director  
Fire Chief  
Library Director  
Police Chief

### Name

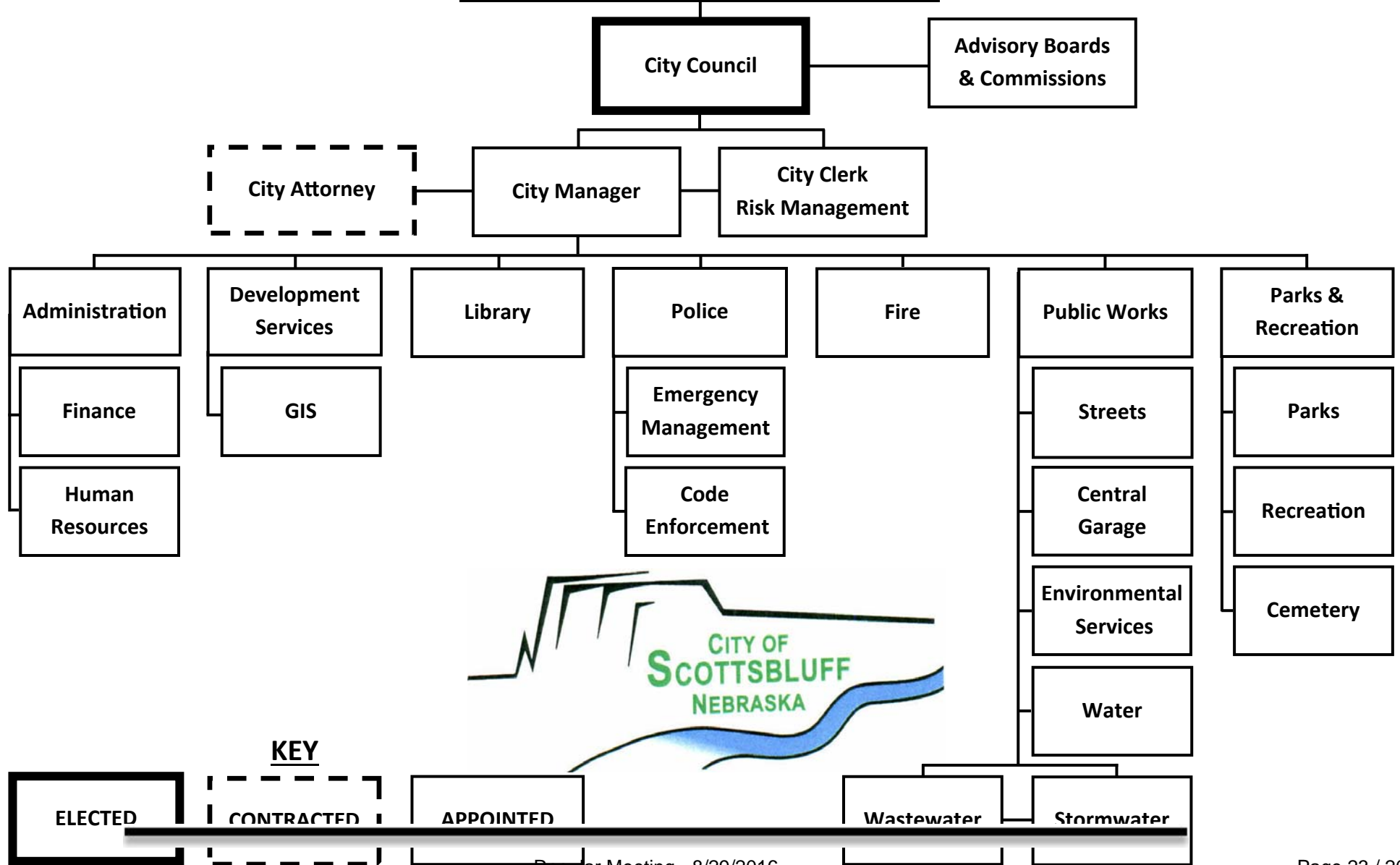
Randy Meininger  
Raymond Gonzales  
Scott Shaver  
Jordan Colwell  
Mark McCarthy  
Nathan Johnson  
Cindy Dickinson  
Liz Hilyard  
Jana Bode  
Perry Mader  
Mark Bohl  
Tim Newman  
Dana Miller  
Abby Yellman  
Kevin Spencer

CITY OF SCOTTSBLUFF, NEBRASKA  
Personnel Count by Department

<u>Department</u>	<u>Approved 2016-2017</u>
Administration	2.6
Development Services	4
Fire	17
Police	37
Emergency Management	1
Library	7
Parks	10.5
Recreation	1
Streets	12.75
Cemetery	2
Environmental Services	16.4
Wastewater	12.05
Water	11
Central Garage	2
GIS	<u>0.75</u>
<b>Total Full-Time Equivalent</b>	<b>138 FTEs</b>

CITY OF SCOTTSBLUFF, NEBRASKA  
Organizational Chart

**Citizens of Scottsbluff**



**KEY**

ELECTED

CONTRACTED

APPOINTED

Wastewater

Stormwater



# CITY OF SCOTTSBLUFF, NEBRASKA

## Boards/Commissions/Agencies

### **BOARD OF ADJUSTMENT**

The Board of Adjustment, consisting of 5 members, plus 1 additional member designated as an alternate who shall attend and serve only when one of the regular members is unable to attend for any reason. Each member, including the alternate member, shall serve a term of three years.

Sabrina Esparza.....9/30/16  
Roger Rojas.....9/30/16  
Henry Huber.....9/30/17  
Troy Herman.....9/30/18  
Rick Wayman.....9/30/18  
Raul Aguallo (Alternate).....9/30/18

### **BUILDING & FIRE CODES EXCEPTIONS BOARD**

The Board shall consist of 5 regular members, plus one additional member who shall attend and serve only when one of the regular members is unable to attend for any reason. The regular members and the alternate member of the Board of Adjustment shall also be ex-officio the regular members and the alternate member, respectively, of the Building and Fire Codes Exceptions Board.

### **BUSINESS IMPROVEMENT BOARD**

The Board shall have 7 members and 2 alternates. The term of office of each member of the board shall be three years commencing on the first day of October.

Roger Franklin .....9/30/16  
Neal Blumenkamp .....9/30/16  
Donna Hessler.....9/30/17  
Angela Kembel .....9/30/17



CITY OF SCOTTSBLUFF, NEBRASKA  
Boards/Commissions/Agencies

Ron Schluter.....9/30/16  
Beckie Rogers .....9/30/18  
Rick Wayman.....9/30/18  
Melissa Schneider .....9/30/17  
(Alternate).....  
(Alternate).....

**CIVIL SERVICE COMMISSION**

The Civil Service Commission of the City, which has been created by Nebraska law shall have 3 members. The term of office of each member shall be a period of six years.

Thomas Perkins, Chairman.....9/30/21  
Jackie Neu .....9/30/17  
Michael Schaff .....9/30/19

**LIBRARY BOARD**

Library Board shall consist of 5 members. Each member shall serve a term of five years.

Marg Dredla .....9/30/18  
Rob Polk .....9/30/16  
Doug Mader .....9/30/17  
John Marshall.....9/30/20  
Victoria Casillas.....9/30/17

CITY OF SCOTTSBLUFF, NEBRASKA  
Boards/Commissions/Agencies

**PARK, CEMETERY & TREE BOARD**

Park, Cemetery & Tree Board shall have 7 members who will serve for a term of five years.

Larry Cooper.....9/30/18  
Dan Marshall.....9/30/17  
Kasandra Alsidez .....9/30/16  
Carolyn Escamilla.....9/30/16  
Megan Hayward.....9/30/18  
vacant .....9/30/16

**PLANNING COMMISSION**

The Board of Adjustment, consisting of 9 members, plus 1 additional member designated as an alternate who shall attend and serve only when one of the regular members is unable to attend for any reason. Each member, including the alternate member, shall serve a term of three years.

Callen Wayman.....9/30/16  
Mark Westphal.....9/30/16  
Jim Zitterkopf.....9/30/16  
Henry Huber.....9/30/17  
David Gompert.....9/30/17  
Becky Estrada .....9/30/17  
Dana Weber .....9/30/18  
Anita Chadwick .....9/30/16  
Angie Aquallo.....9/30/16  
Linda Redferm .....9/30/16

CITY OF SCOTTSBLUFF, NEBRASKA  
Boards/Commissions/Agencies

**PLUMBERS EXAMINING BOARD**

Examining Board for Plumbers of the City, which shall have 6 members. Each member shall serve a term of four years.

Larry McCaslin .....9/30/17  
Mark Sitzman.....9/30/16  
Roger Rojas.....9/30/19  
Robert McCormick .....9/30/17  
Jack Satur .....Ex-Off.  
Gary Batt.....Ex-Off.

**LB 840 APPLICATION REVIEW**

David Schaff  
Danis Hadden  
Hod Kosman  
Jim Trumbull  
Lee Glenn  
Marla Marx

**LB 840 CITIZEN REVIEW**

Diane Vandenberg  
Marcy Meyer  
Mark Harris  
Sam Mark  
Scott Phillips

CITY OF SCOTTSBLUFF, NEBRASKA  
Boards/Commissions/Agencies

**LIQUOR LICENSE HOLDERS INVESTIGATORY BOARD**

This board shall consist of 10 members who are appointed for three year terms. Chairman and Vice Chairman are appointments are one year each.

Russ Knight, Chairman .....1/31/17  
Kelli Larson, Vice Chairman .....1/31/17  
Bob Scripter.....1/31/17  
Mike Halley.....1/31/17  
Nathan Johnson.....1/31/17  
Libby Stobel.....1/31/17  
Kevin Spencer.....1/31/17  
Cindy Dickinson.....1/31/17

**COMMUNITY REDEVELOPMENT AGENCY**

This board consists of 5 members who are appointed by Mayor for five years each, following the initial staggered term.

Bill Trumbull .....3/1/2021  
Joanne Phillips .....3/1/2020  
Bill Knapper.....3/1/2019  
Seth Covalt.....3/1/2018  
Kelly Beatty .....3/1/2017

# CITY OF SCOTTSBLUFF, NEBRASKA

## History and Facts

The City of Scottsbluff, as well as Scotts Bluff County, receives its name from Scott's Bluff, a well know natural landmark which rises 800 feet over the North Platte River Valley. The early day explorer and fur trapper, Hiram Scott, traveled through the region in search of fur pelts to be sold in eastern markets.

In December, 1899 the Townsite for Scottsbluff was laid out by the Lincoln Land Company, a Burlington Railroad subsidiary, on land purchases from the Elizabeth McClenahan family. The plot for the town was filed with the Scotts Bluff County Clerk on January 20, 1900, and the railroad tracks reached the townsite in February.

Construction began on the first building in Scottsbluff in March of 1900. This building housed a grocery store owned by Ed H. Kirkpatrick. The second building was for the Emery Hotel. Soon these businesses were joined by the Carr Neff Lumber Co. which was located in a location close to the current site of the Carr Trumbull Lumber Co. The first newspaper was started in May of 1900 by E.T. Westervelt and was called The Scottsbluff Republican. In addition to these buildings the residents of the town also built a Presbyterian Church.

Louis Probst and others petitioned the Scotts Bluff County Commissioners on June 20, 1900 to Incorporate the Village of Scottsbluff. The business district of the village continued to grow as two saloons, a feed store, a barber, a dressmaker, a bank, a hardware store, a drug store, a general merchandise store, a post office and restaurants were added in quick succession. Homes were constructed and a four-room school house was built where City Hall at 1818 Avenue A was located.

The men and women of the 1900's who founded the City of Scottsbluff were a vigorous and self-reliant group of individuals who settled where they felt they had a good opportunity for success. They sought to raise families in an environment which would offer education, religion and culture. They were dedicated to the institutions of free government.

The Village Board of Trustees was elected in April of 1904 and headed by Chairman J.C. McCreary. In 1911 the population had grown sufficiently to allow for the organization of a second class city with a Mayor/Council form of government and the first Mayor was Frederick Alexander. Scottsbluff became a first class city with a population of 5,168 in 1916 and C.H. Westervelt was elected to serve as Mayor. After an election held in May, 1949 the City was reorganized under the Council/Manager form of government with 5 Councilmembers elected at large and a Mayor elected to serve as President of the Council by his fellow Councilmembers. The first Mayor to serve under the new form of government was V.R. Blackledge.



*Broadway, circa 1900*

# CITY OF SCOTTSBLUFF, NEBRASKA

## History and Facts

The early citizens of Scottsbluff organized first a private library collection and then supported the City involvement in providing this service. As early as 1910 a dedicated group of citizens were active in providing the community with a collection of materials to support their need for information.

Other city services were also developed initially in response to the desire of residents to make a good life for themselves within the area, known as “America’s Valley of the Nile”. The City Hall was located at various locations throughout the downtown district of the community during the early years and was always in rented space. It wasn’t until 1956 that the citizens of Scottsbluff approved a bond issue to construct a building to house their City government at 1818 Avenue A.

Great Western Sugar Company was important to the history of early settlers of Scottsbluff. The Scottsbluff sugar factory was built in 1910 and subsequent growth in sugar beet production contributed to continued stability in the economy of the area.

The growth and development of the health care industry over the years, in addition to increasing expansion in the retail and service business districts, have joined with agriculture based concerns to build a local economy which is joined with the community of Gering in providing support for a trade area which reaches as far as 80 miles from the city limits. The common concerns and common interests of residents in the Twin Cities have led to increasing cooperation for programs of mutual benefit to all residents.

*Excerpt taken from the Gering Courier – One Hundredth Anniversary Edition, Thursday April 30, 1987*



*Broadway, circa 1920*



*Broadway, 2016*

# CITY OF SCOTTSBLUFF, NEBRASKA

## Miscellaneous Statistics

Date of Incorporation	June 10, 1916	Fire Protection:	
Form of Government	Council/Manager	Number of stations	1
Location	Western Nebraska	Number of firefighters:	
Population	15,039	Full time	16
Elevation (feet)	3,891	Volunteer	4
Area in square miles	6.27	Police Protection:	
Average annual rain fall (inches)	15.79	Number of stations	1
Average annual snow fall (inches)	42.10	Number of sworn officers	31
Average growing season (days)	147	Water system:	
Number of employees		Number of customers	6,270
(excluding police officers and firefighters):		Number of wells operated	12
Full time	84	Number of water towers	5
Part time	23	Pumping capacity (gallons per minute)	14,100
Seasonal	48	Storage capacity (gallons)	2,750,000
City of Scottsbluff facilities and services:		Average annual water consumption (gallons)	1.2 billion
Miles of streets	340	Miles of water main	120
Traffic control signals	35	Number of fire hydrants	943
Parks and recreation:		Water reclamation system:	
Number of parks	23	Number of customers	6,270
Area of parks in acres	281	Influent flow per day (gallons)	2,104,110
Swimming pools/water park	1	Number of sewer lift stations	5
Campground camp sites	47	Miles of sanitary sewers	90
		Number of manholes	1,815

# CITY OF SCOTTSBLUFF, NEBRASKA

## Miscellaneous Statistics

Stormwater collection:

Miles of storm sewer main	100
Catch basins	1,500

Hospitals:

Number of hospitals	1
Number of patient beds	182

Libraries

Libraries	1
Printed and digital materials	65,000+
Cardholders/patrons	20,335
Patrons served annually	131,586

Facilities and services not included in the reporting entity:

Education:

Number of schools:

Elementary (K-5)	5
Middle school (6-8)	1
Senior high (9-12)	1
Community College	1

Number of students:

Elementary (K-5)	1,553
Middle school (6-8)	715
Senior high (9-12)	790
Community College:	
Full time students	864
Part time students	111



*Scottsbluff PD Officers*



# CITY OF SCOTTSBLUFF, NEBRASKA

## Letter from the City Manager

Honorable Mayor, City Council and Citizens of Scottsbluff:

I am honored to complete my first City budget on behalf of the Citizens of Scottsbluff. I am pleased to present to you and the residents of Scottsbluff the Annual Budget for Fiscal Year 2016/17. Every year, the City Council adopts a budget that matches the services desired by the community with the financial resources required to provide those services.

This budget reflects the vision and goals of the City Council and supports the many daily tasks that comprise the programs and services provided by the City. The budget for these critical services allows us to provide value added results that impact and improve the daily lives of those who live and work in the City of Scottsbluff.

City staff has worked to ensure openness and transparency in the budget process. Beginning in April 2016, the City's budget and financial team met with each department with the clear objective of increasing the effectiveness of the budget, identifying cost savings and reducing expenditures. On May 31, 2016, the City Council held a Goal Setting Workshop. Subsequently staff continued to revise departmental budgets, revenue budgets and update the Capital Improvement Plan. On July 12, 2016, City Council held a Budget Workshop meeting where staff updated the Council on the budget process.

As a result of minimal growth in the City's sources of revenue, staff has reviewed expenditure categories and proposed reductions where possible. Expenditures are expected to exceed forecasted revenues

for the upcoming 2016/17 fiscal year. Due to the expenditures exceeding projected revenues, expenditures will be addressed with an effort to minimize the impact on City services.

The City of Scottsbluff's all funds budget, net of transfers is \$38 million. Approximately \$9.3 million is allocated to the General Fund.

The City must continue to identify both opportunities to reduce costs and to attract new sources of revenue. It must also continue its efforts to support existing business and attract new businesses that meet the community's needs and strengthen its economic base. It is essential that the City continue to practice its prudent fiscal management to ensure its resources are adequate to draw upon during the economic downturns and to meet its future obligations. The Fiscal Year 2016/17 Budget presents a plan for addressing the goals of City Council within existing resources. It supports the immediate needs of the community and the long-term fiscal health of the City.

Yours Truly,



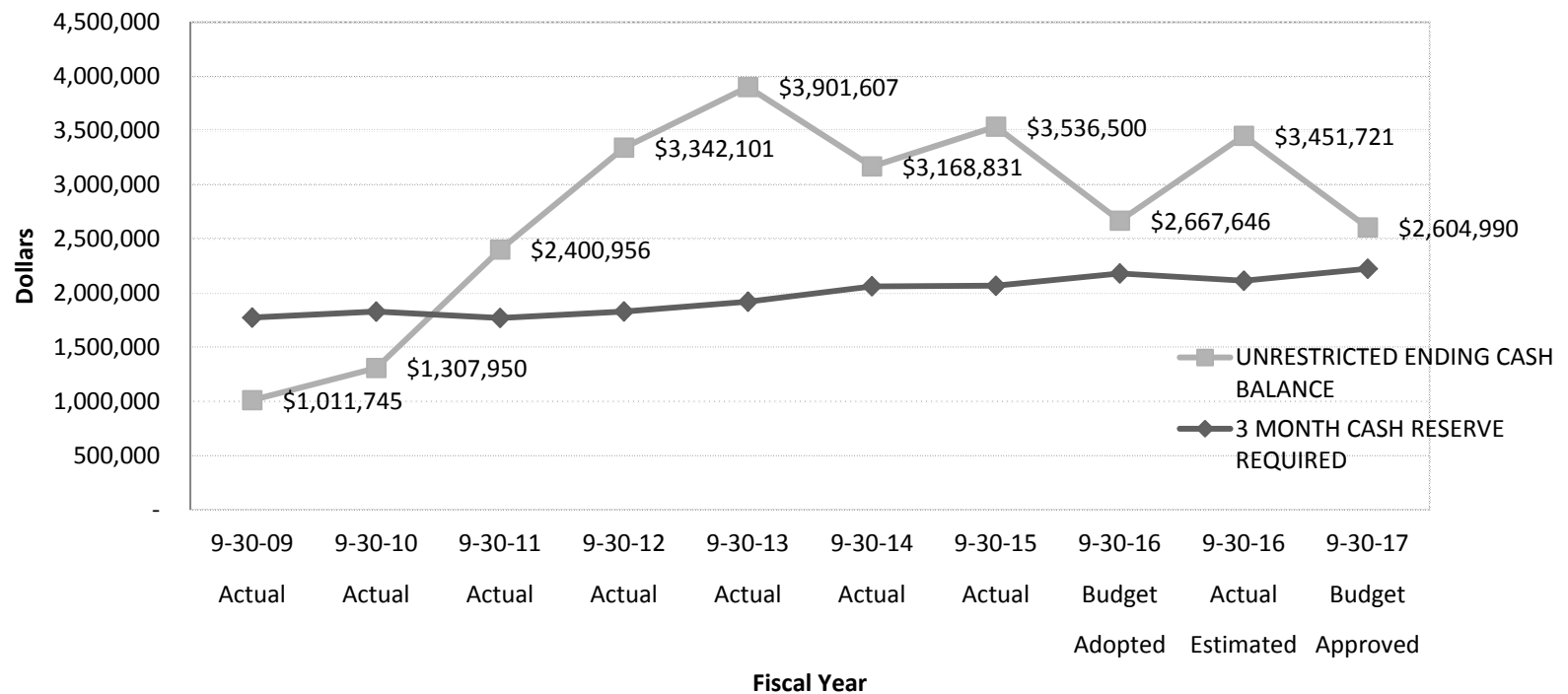
Nathan Johnson, City Manager

# CITY OF SCOTTSBLUFF, NEBRASKA

## General Fund Cash Balance

Reserved funds, like savings plans, are mechanisms for accumulating cash for future capital outlays and other allowable purposes. The Scottsbluff City Council implemented a policy of a three month *operating cash reserve* for the General Fund. A reasonable level of unreserved funds provides a cushion for unforeseen expenditures or revenue shortfalls and helps ensure that adequate cash flow is available to meet the cost of operations. The graphic below depicts the year end General Fund cash balance as it compares to the three month cash reserve requirement set by Council which is based on actual expenditures of the General Fund in the same fiscal year.

**Operating Cash Reserve Requirement vs. Actual Cash Balance - General Fund**

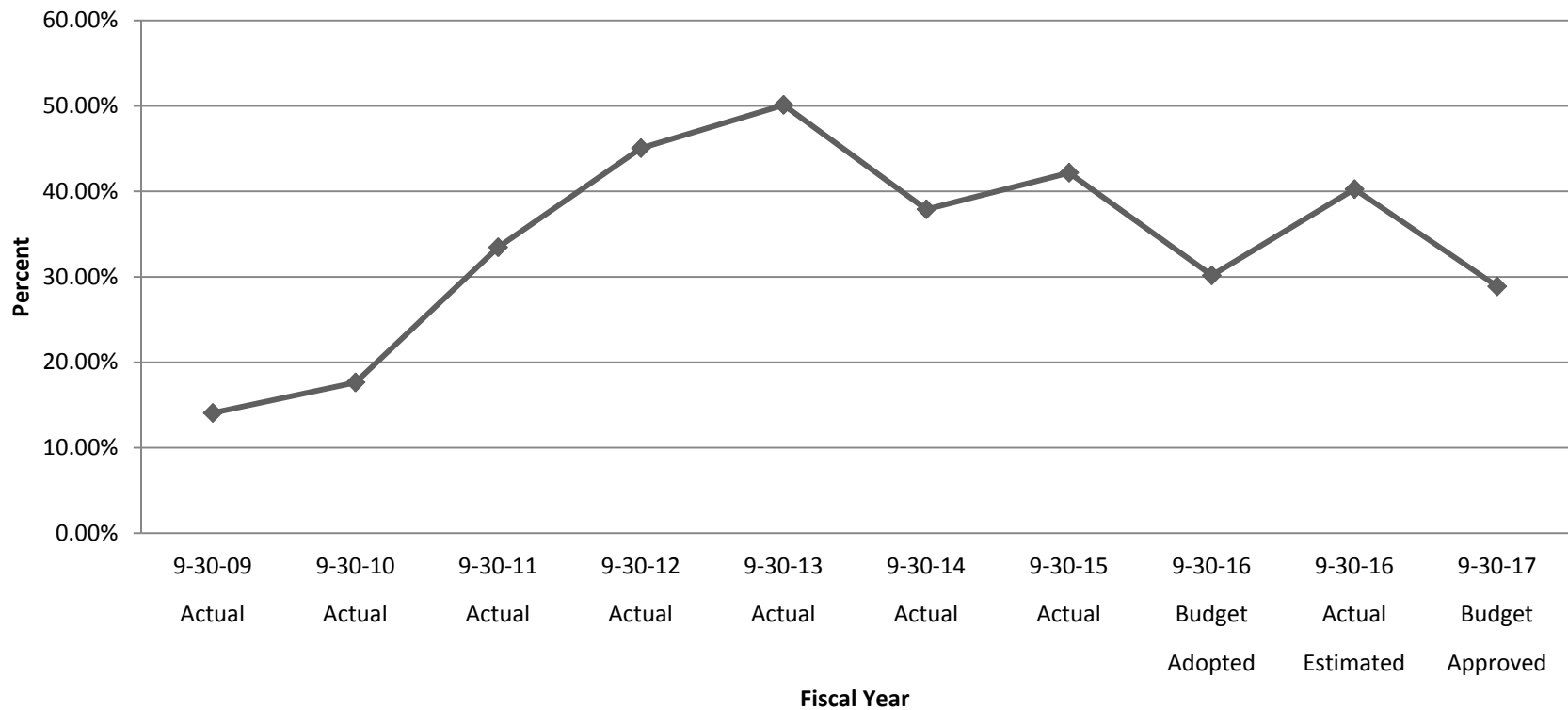


# CITY OF SCOTTSBLUFF, NEBRASKA

## General Fund Cash Balance

The General Fund's budgeted unrestricted cash balance for the 2017 Budget is \$2,604,990 or 28.88% of expenditures (less capital outlay and debt service). A three month reserve of General Fund cash would require a balance of \$2,224,235.

**General Fund Cash Balance as a Percent (%) of Operating Expenditures**

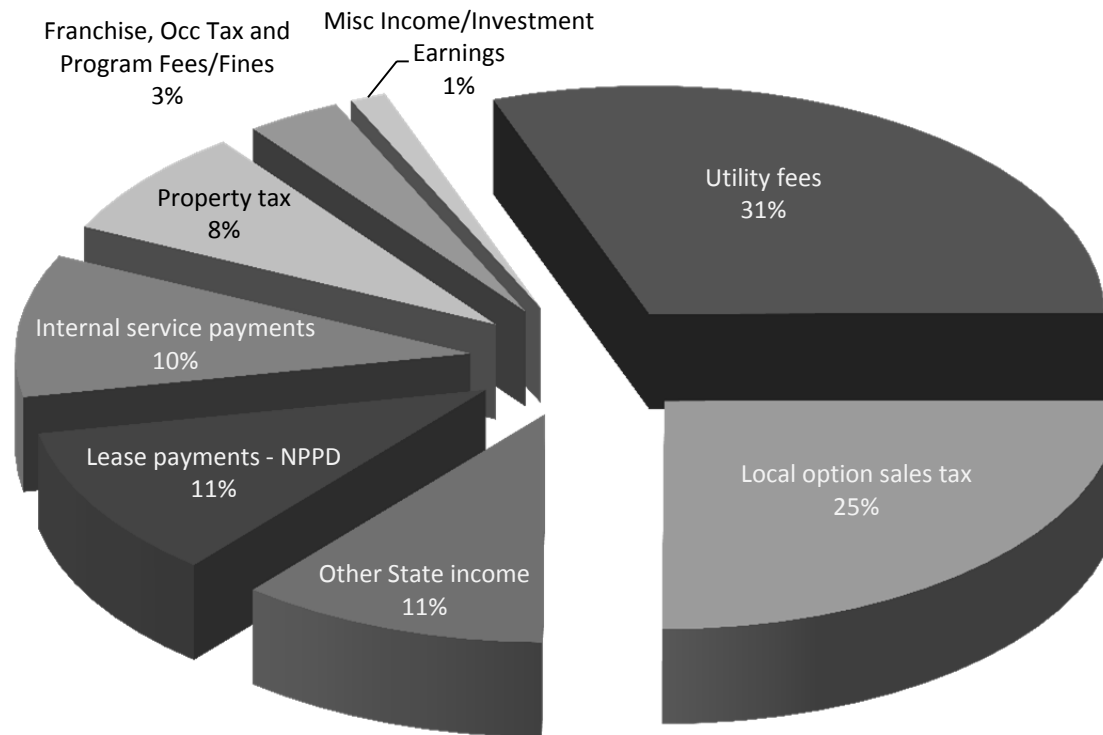


# CITY OF SCOTTSBLUFF, NEBRASKA

## Revenues by Source

Where does the City get its revenues? The primary sources of revenue for the City of Scottsbluff are retail sales taxes, lease payments from NPPD for the use of the City's electrical infrastructure, real estate and personal property taxes, occupation taxes, program generated fees and fines, other State revenue and City utilities.

### Budgeted Revenue by Source



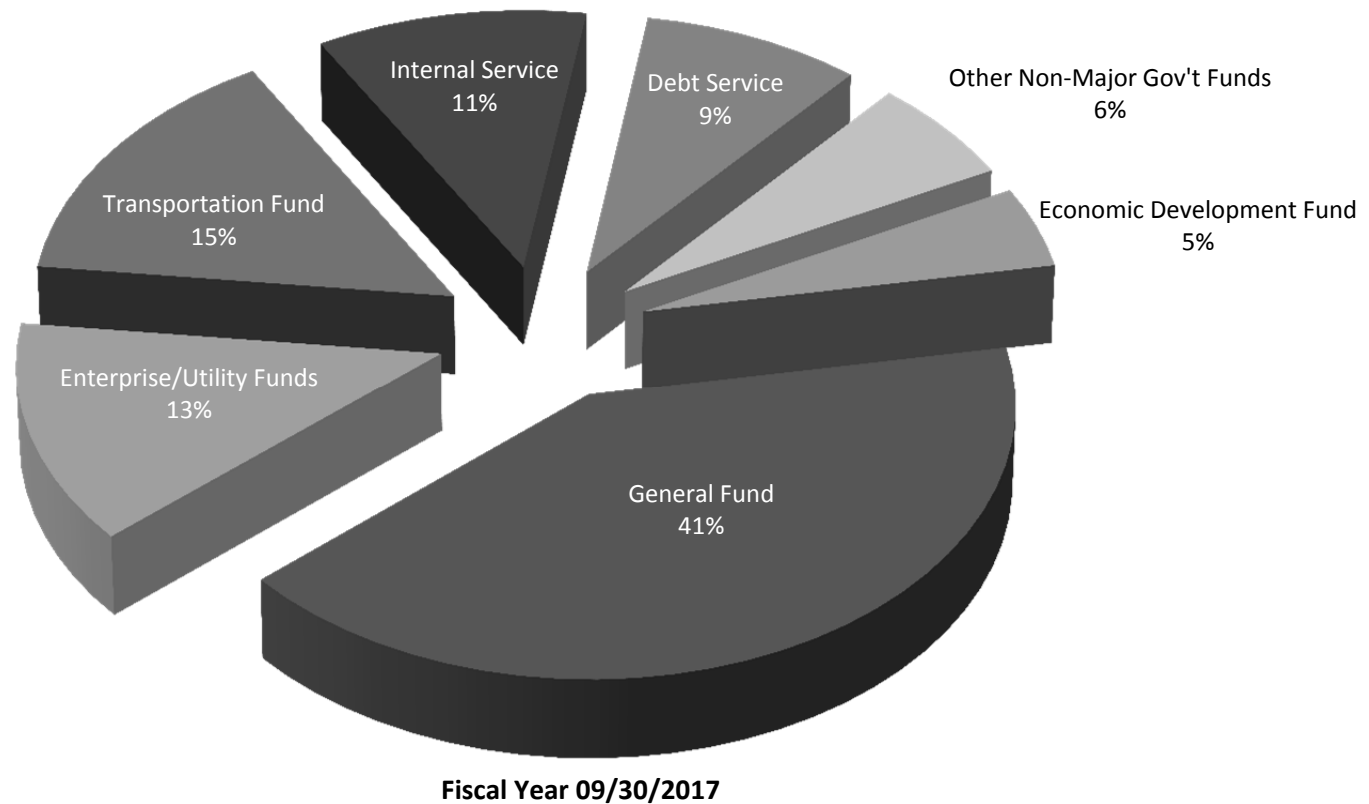
**Fiscal Year 09/30/2017**

# CITY OF SCOTTSBLUFF, NEBRASKA

## Revenues by Fund

Where do the revenues go? The City's budget begins with anticipated revenues. These funds are then allocated between funds and departments based on the goals, vision and policy set by the City Council, requirements of State Statutes, the programming and needs of each department and capital improvement requirements.

### Budgeted Revenue by Fund



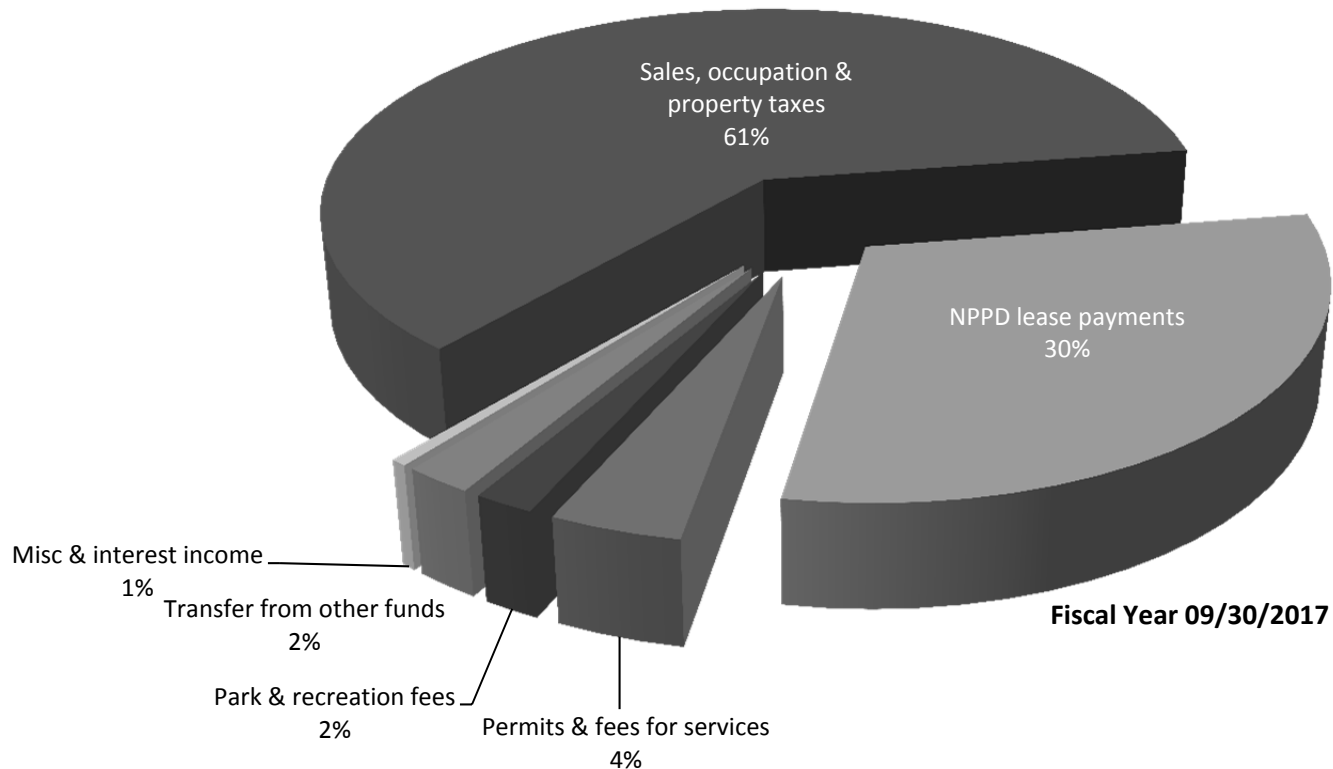
Cash balance forward  
not included in revenue amounts.

# CITY OF SCOTTSBLUFF, NEBRASKA

## General Fund Revenues

The General Fund revenues which make up 41% of the City's total revenues are mostly attributable to taxes and lease payments from NPPD. A small portion of General Fund revenue is generated from fees related to parks and recreation (pool passes, park shelter rentals, softball and other recreation league fees), permit fees and fees for services (building permit fees, fingerprinting fees, fire inspection fees and security detail). The remaining balance is investment income.

### Budgeted General Fund Revenues by Source

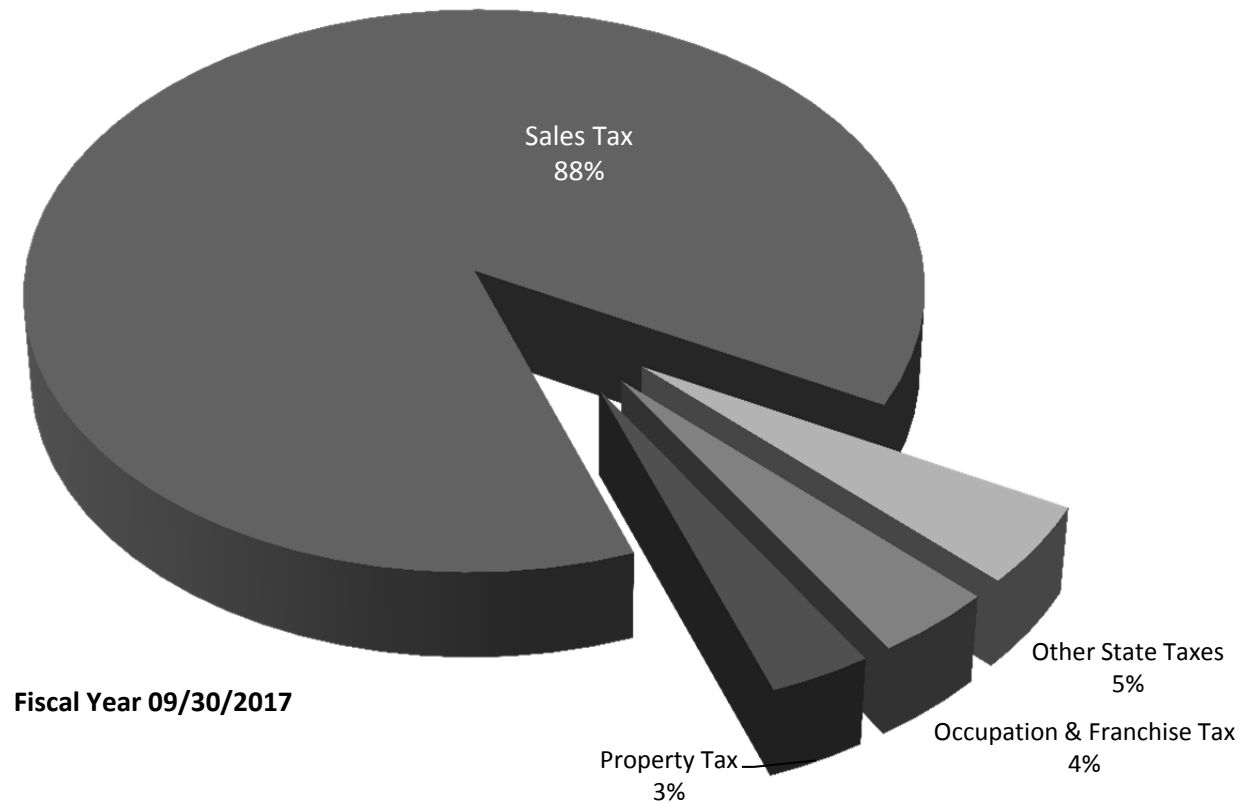


# CITY OF SCOTTSBLUFF, NEBRASKA

## General Fund Sales Tax Revenues

Over half (61%) of the General Fund revenues are attributable to taxes. The majority (88%) of this tax revenue is from local option retail sales tax. The remaining tax revenue is generated by occupation and franchise tax, property tax and other State tax such as motor vehicle tax.

### Budgeted General Fund Tax Revenues by Source

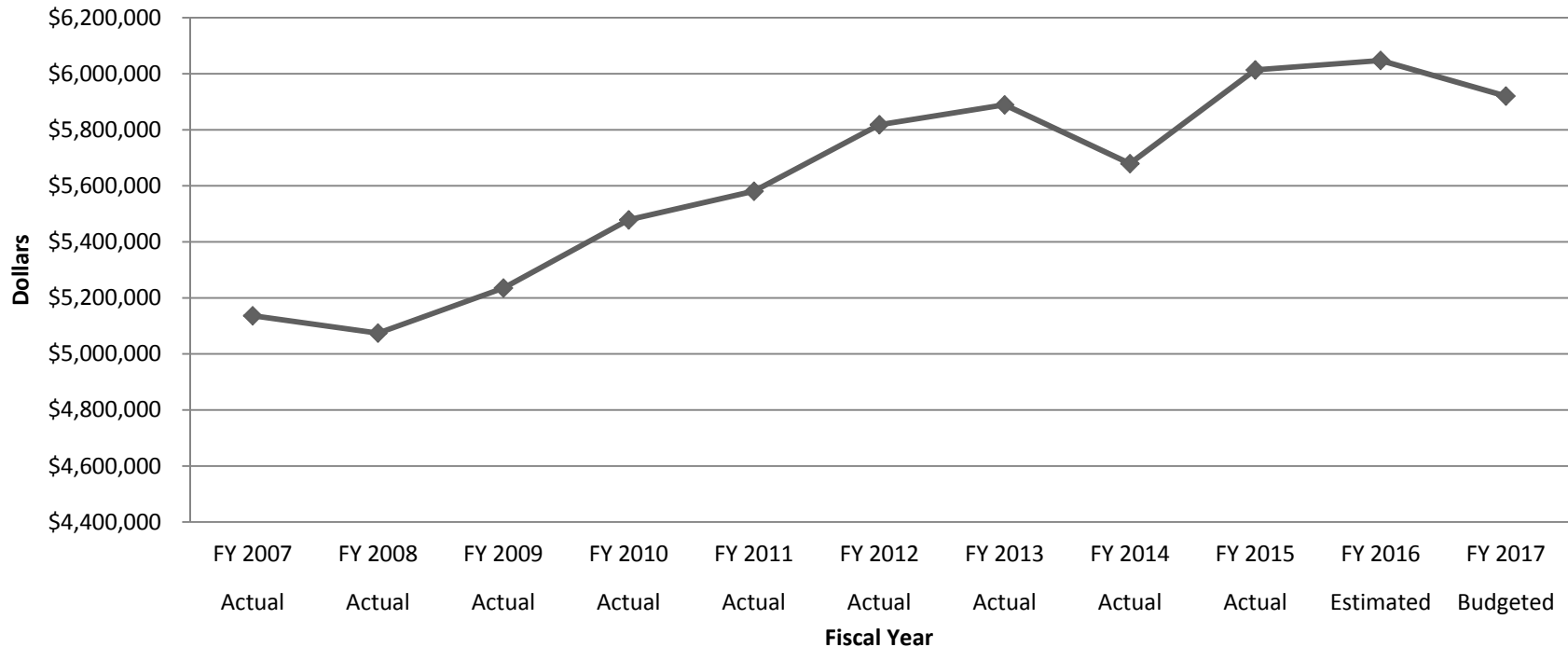


# CITY OF SCOTTSBLUFF, NEBRASKA

## Sales Tax Revenues

Sales tax revenues that the City receives are based on local consumer spending and are extremely difficult to predict. As a result, the Revenue Committee for the City which is made up of two members of City Council, the City Manager and Finance Director review historical sales tax receipts and trends. They create various forecasts for the current year's budget considering economic indicators such as unemployment, commodity prices, business and industry statistics and other economic factors that affect local spending.

### Sales Tax Revenue History





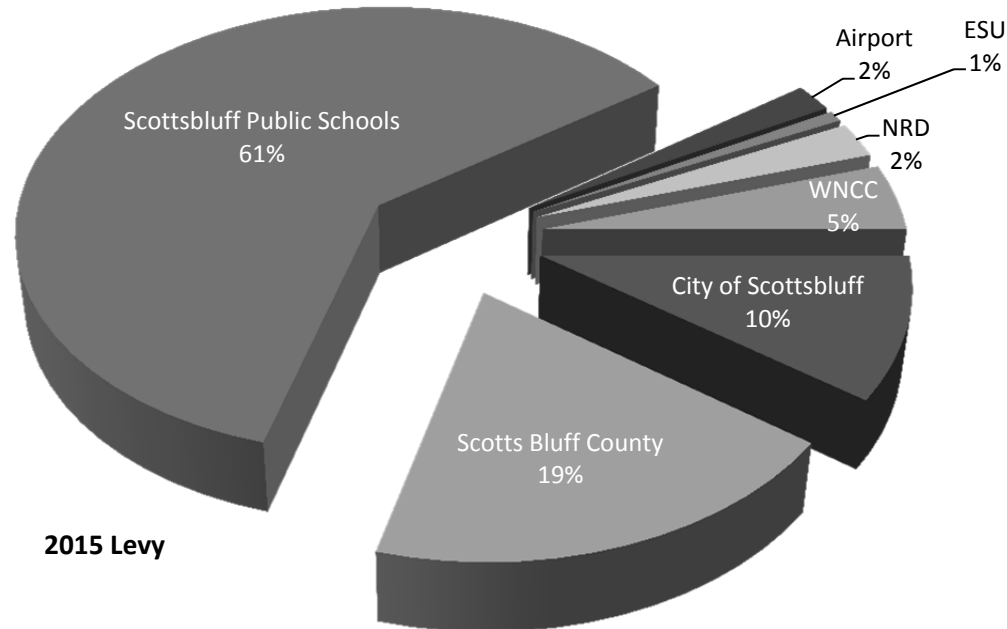
# CITY OF SCOTTSBLUFF, NEBRASKA

## Property Tax Revenues

A levy indicates the amount of tax property owners pay for each \$100 valuation of their property. Property tax can be calculated by Assessed Valuation divided by 100, then multiplied by the levy. The City's requested levy for the Budget Year 2017 is .2160. A citizen can expect to pay \$216.00 in City taxes on a \$100,000 home.

Total property tax revenue is budgeted to increase without a rate increase due to an increase in property valuations. Valuations increased from \$803,372,269 in 2015 to \$818,257,209 in 2016, an increase of \$14,884,940 or 1.85%. Actual valuation of property is determined by the Scotts Bluff County Assessor.

### Division of the Property Tax Dollar



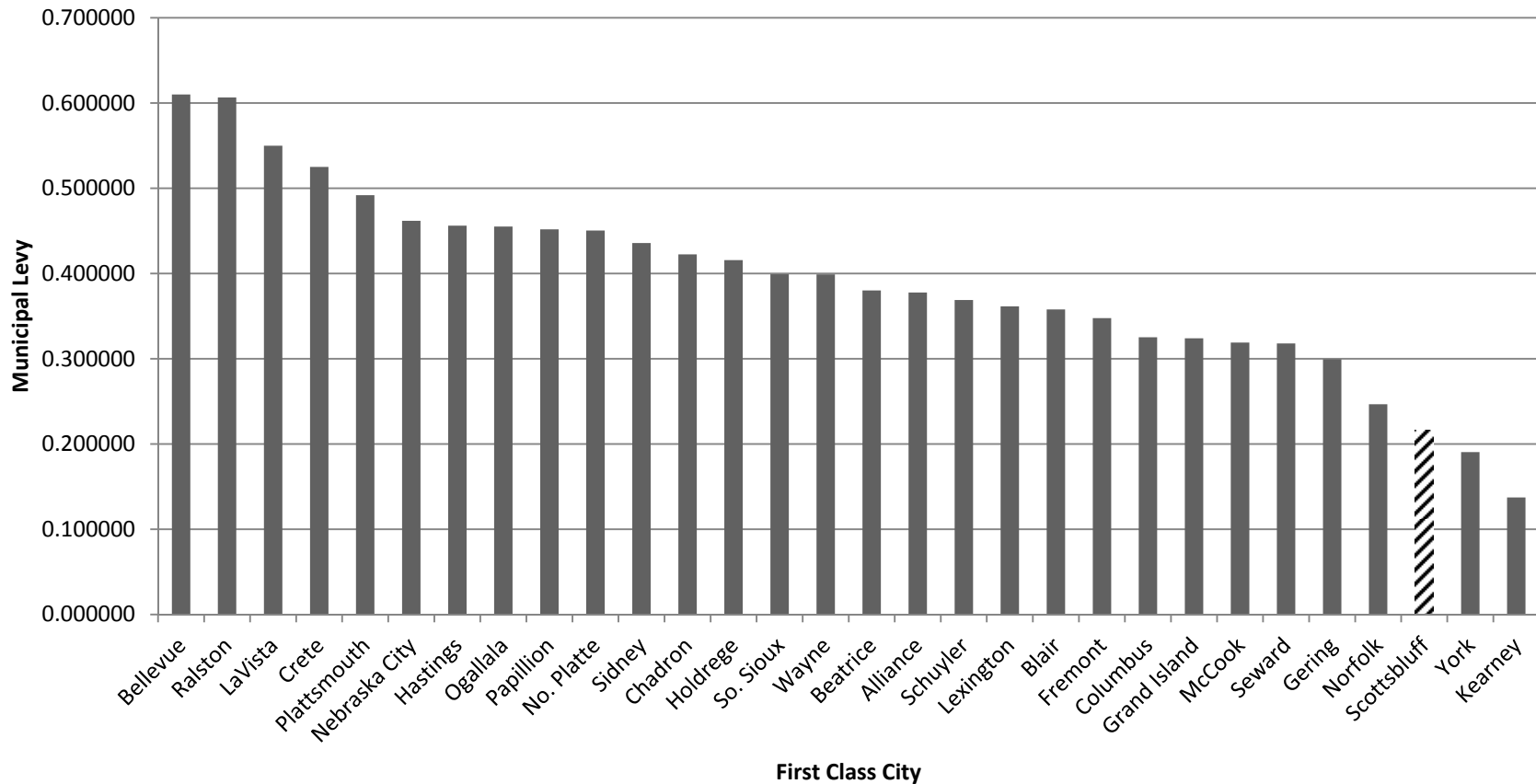
2015 Levy

# CITY OF SCOTTSBLUFF, NEBRASKA

## Property Tax Revenues

How does the City compare to other First Class Cities in Nebraska? The City of Scottsbluff has the third lowest municipal levy rate in the State of Nebraska.

### 2015 Municipal Levies of Nebraska First Class Cities

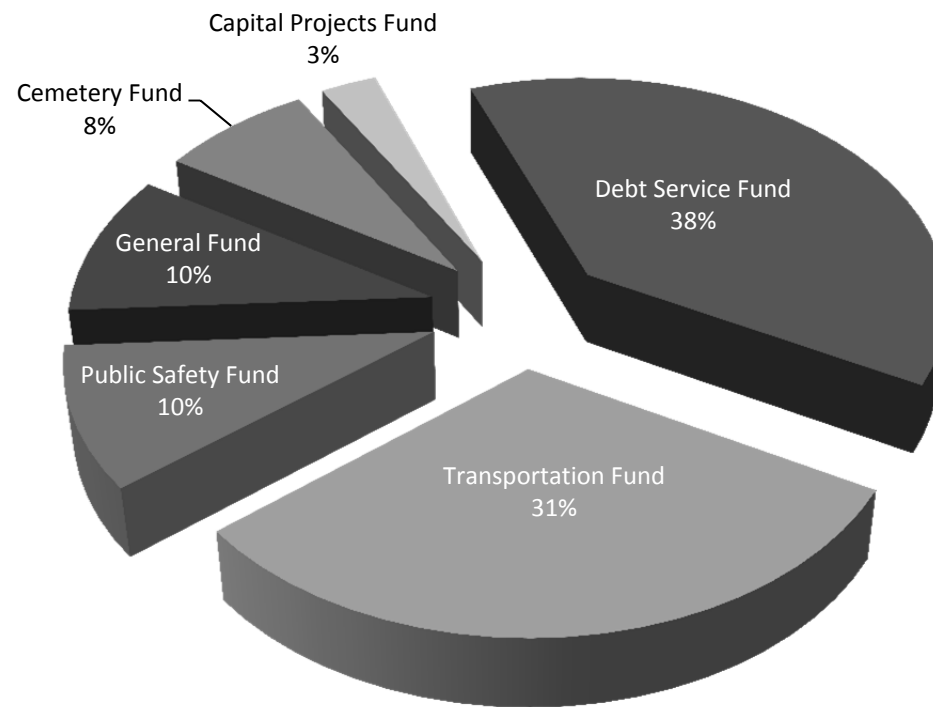


# CITY OF SCOTTSBLUFF, NEBRASKA

## Property Tax Revenues

Where do my property taxes go?? By Ordinance the City is limited to \$175,000 in property tax revenues allocated to the General Fund. The remaining property tax revenues that are collected by the City are allocated to debt service and capital improvements including equipment purchases for funds such as Public Safety.

### Budgeted Fund Allocation of Property Tax Revenues

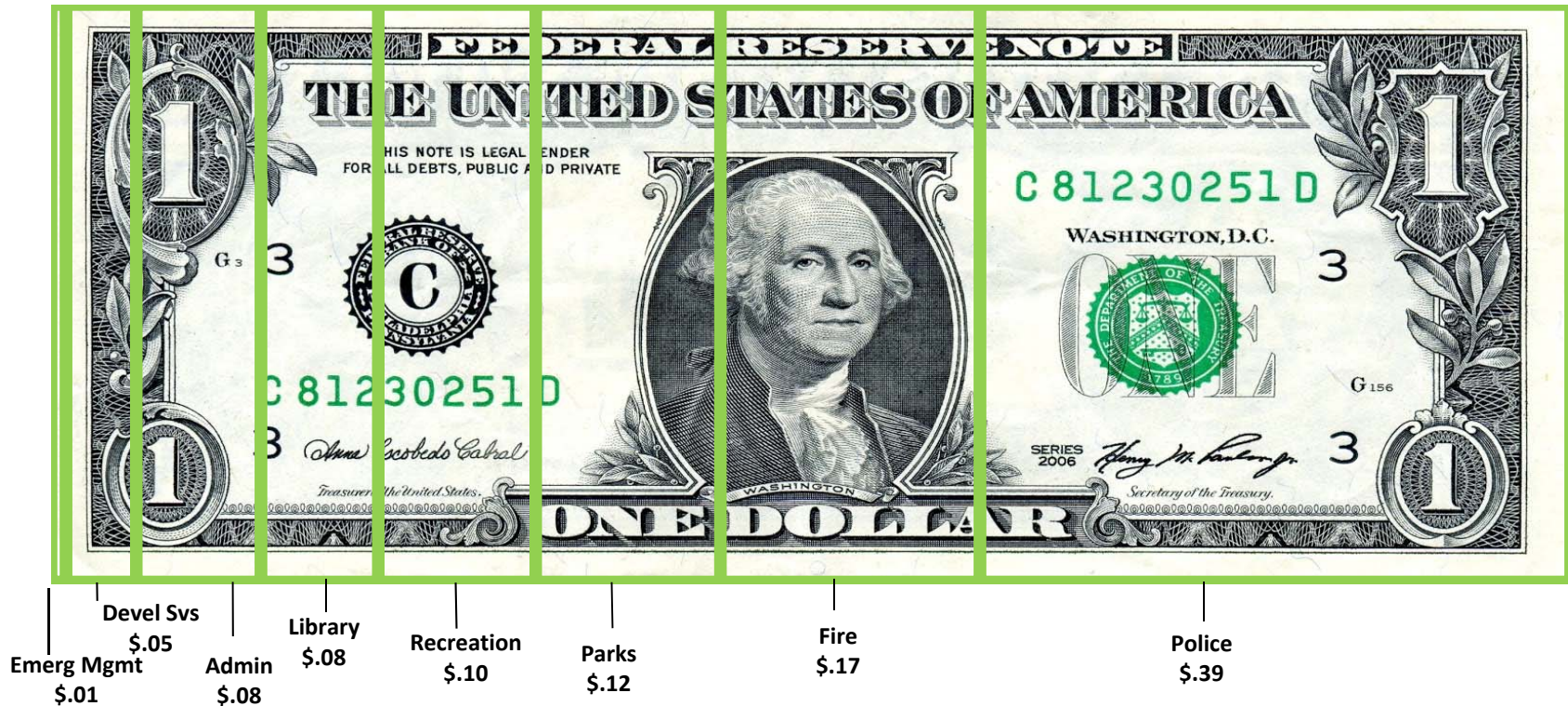


Fiscal Year 09/30/2017

# CITY OF SCOTTSBLUFF, NEBRASKA

## General Fund Expenditures

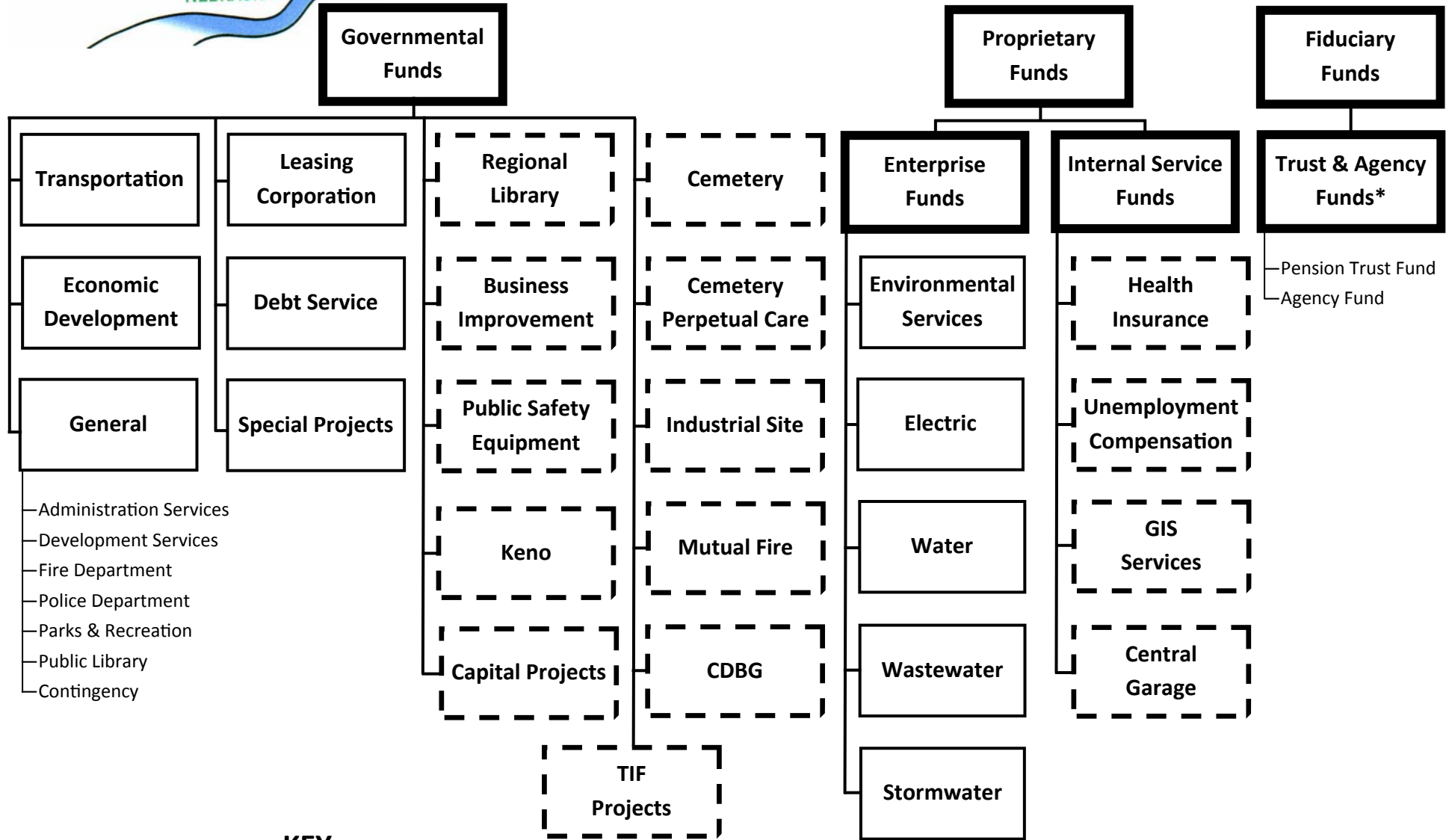
How is the money spent?? General Fund expenditures seem to cause the most concern for taxpayers as this Fund is a conglomerate of many Departments that provide services to the community most of which generate little or no revenue on their own. The General Fund, as noted previously is funded mostly by taxes and lease payments. The graphic below represents the portion of each dollar of budgeted expenditures for the General Fund that goes to each Department within the Fund.





# CITY OF SCOTTSBLUFF, NEBRASKA

## Budget Fund Structure



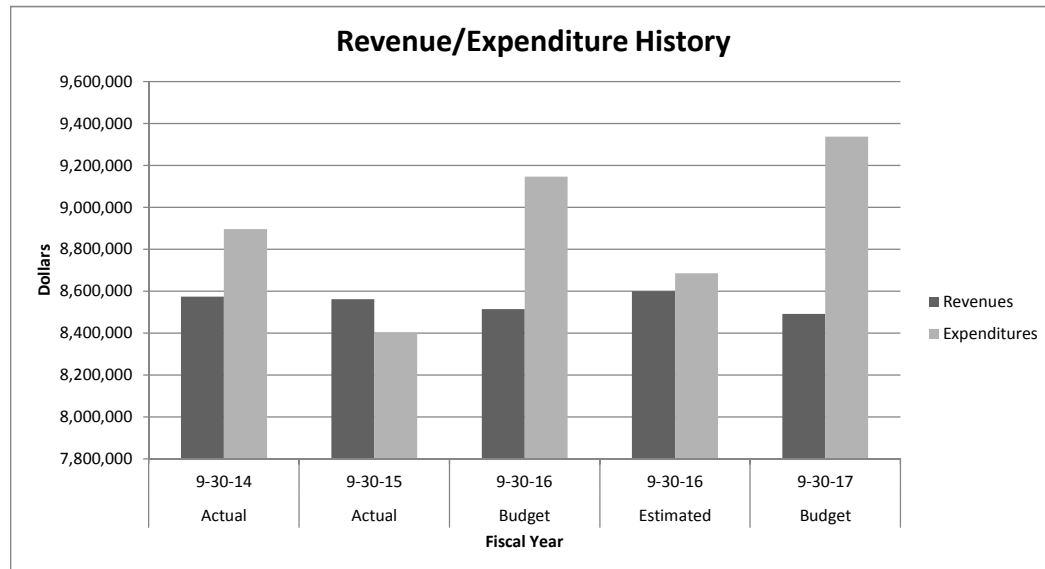
- Administration Services
- Development Services
- Fire Department
- Police Department
- Parks & Recreation
- Public Library
- Contingency

### KEY



	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
UNENCUMBERED CASH BALANCE OCT. 1	4,000,892	3,679,899	3,600,280		3,838,500	3,753,721
RECEIPTS	8,574,487	8,560,972	8,513,669	4,320,953	8,600,001	8,490,778
REVENUES	12,575,379	12,240,871	12,113,949	4,320,953	12,438,501	12,244,499
ADMINISTRATIVE SERVICES DEPT	598,513	499,735	572,515	306,923	571,668	597,762
DEVELOPMENT SERVICES DEPT	420,745	475,658	543,189	272,206	515,472	430,956
FIRE DEPARTMENT	1,420,156	1,512,908	1,599,604	847,624	1,611,149	1,605,247
POLICE & EMERGENCY MANAGEMENT DEPARTMENT	3,350,838	3,330,306	3,450,178	1,752,977	3,317,245	3,629,439
PARKS AND RECREATION DEPT	2,201,232	1,841,388	2,051,284	775,369	1,939,481	2,102,402
SCOTTSBLUFF PUBLIC LIBRARY	631,394	641,472	679,533	306,429	659,967	721,703
CONTINGENCY	228,050	98,232	250,000	47,235	69,798	250,000
TOTAL EXPENDITURES	8,850,928	8,399,699	9,146,303	4,308,762	8,684,780	9,337,509
ACCRUAL ADJUSTMENT	44,552	2,672	-	-	-	-
TOTAL EXPENDITURES AFTER ACCRUAL	8,895,480	8,402,371	9,146,303	4,308,762	8,684,780	9,337,509
Assigned fund balance-Pathways & SHS Projects	511,068	302,000	300,000		302,000	302,000
UNENCUMBERED FUND BALANCE SEP. 30	3,168,831	3,536,500	2,667,646		3,451,721	2,604,990
TOTAL FUND BALANCE	3,679,899	3,838,500	2,967,646		3,753,721	2,906,990

	9-30-13	9-30-14	9-30-15	9-30-16	9-30-17
Full - Time	85	86	86	87	86
Part - Time	6	5	5	5	5



**General Fund**

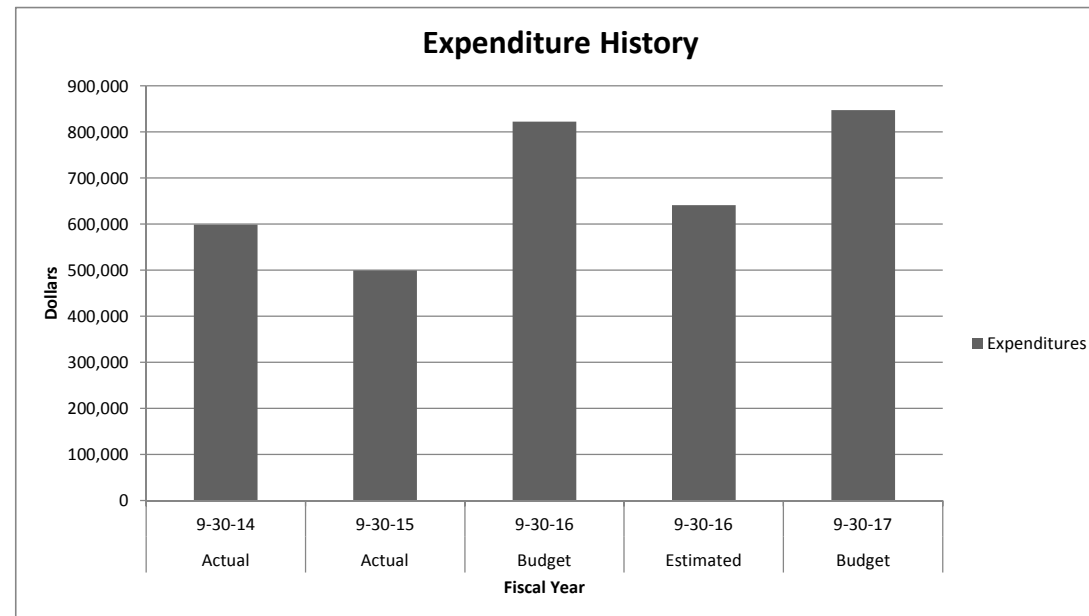
The General Fund is a conglomerate that provides the core, tax-supported activities of the City. The General Fund includes the departments of Administrative Services, Development Services, Fire, Police, Parks/Recreation, Scottsbluff Public Library, and non-departmental expenditures. These activities are grouped in the General Fund because, while they each do generate some revenue, they cannot support the full extent of their operations on the revenues they raise.

The General Fund of a City is often its budgetary focus and is the City fund able to be used for the most flexible and diverse purposes.

The General Fund is supported significantly by sales tax receipts and electric system lease payments (via transfer); other significant funding categories include state-shared, franchise payments, and user fees/charges.

	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
PERSONNEL SERVICES	190,954	202,036	205,559	96,191	200,970	207,765
OPERATIONS & MAINTENANCE	301,419	293,698	362,956	196,938	354,903	374,997
CAPITAL OUTLAY	102,140	-	-	11,795	11,795	15,000
COUNCIL CONTINGENCY	-	-	250,000	31,859	69,798	250,000
TRANSFERS	4,000	4,000	4,000	2,000	4,000	-
<b>Total Administrative Services Department Expenditures</b>	<b>598,513</b>	<b>499,735</b>	<b>822,515</b>	<b>338,782</b>	<b>641,466</b>	<b>847,762</b>

	9-30-13	9-30-14	9-30-15	9-30-16	9-30-17
Full - Time	10	10	10	10	10
Part - Time	-	-	-	-	-



**Administrative Services Department**

The Administrative Services Department encompasses allocated services from the City Manager, the Finance Department, Human Resources, the City Clerk and the City Council.



**Mission Statement**

The staff of the Development Services Department of the City of Scottsbluff are devoted to the preservation and protection of the health, safety and general welfare of each person who resides, works, is educated, and/or visits our City with diligence and without discrimination. We are further compelled and committed to the uniform application of our responsibilities and duties with respect to the moral and ethical consciousness, which is expected and required by a public servant.



The Development Services Department is responsible for the management and supervision of the planning, building and development functions of the City organization. The department is also responsible for administering the joint building inspection agreement and program with the City of Terrytown. The department administers the general development plan and serves in a staff advisor capacity on planning issues to the Planning Commission, Board of Adjustment, City Council and other City departments.

Among other specific duties, department staff members assist citizens with necessary permits and development plans, review building plans and plats, keep planning and zoning ordinances current, work with the City prosecutor to enforce the Scottsbluff Municipal Code, and provide information and assistance to economic development prospects.

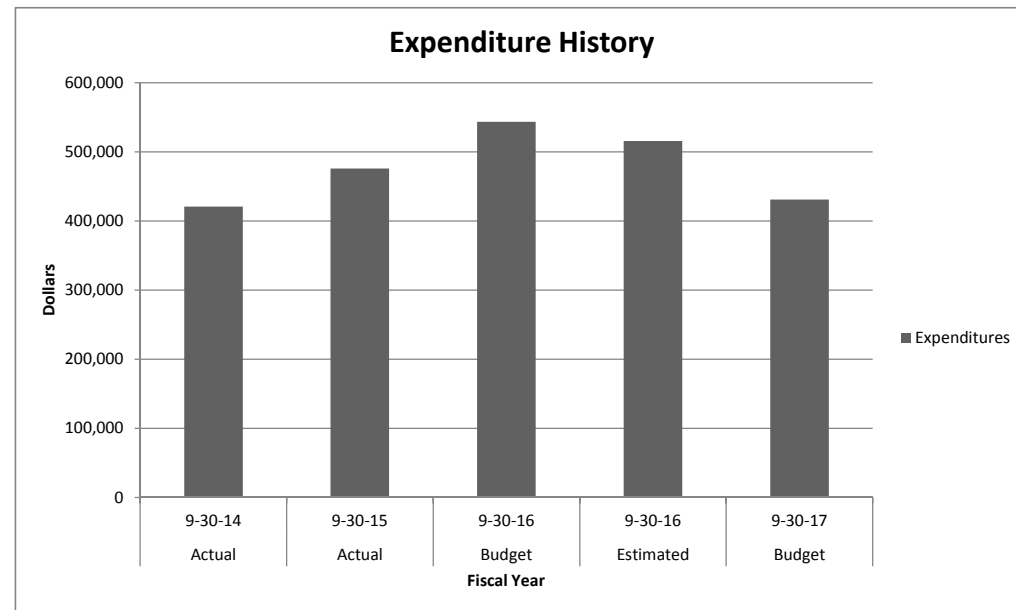
In this budget year the Development Services Department will continue to assist in the development or management of specific projects to include, but not limited to, the following items and/or issues: a) expansion of inter-local agreements; b) integrate GIS within department activities and use with issuing of building permits and tracking inspections; c) maintain and improve the City's compliance with the Federal Flood Insurance Program; d) inventory of existing condition of infrastructure; e) impact development fees to pay for new infrastructure; f) policy for dedication for future infrastructure or land; g) working with the new storm water ordinance to make sure new construction will be in compliance with storm water guidelines. h) promotion of innovation to publications/cities/organizations; i) regionalism issues; j) participate in continued opportunities to integrate planning activities and infrastructure with Gering; k) participate in the strategic development of statewide, regional, and local water resource management and legislation; l) update development and zoning policies, procedures and codes; m) issues relative to community aesthetics.

Planning and organization efforts for these and other projects are contained within the proposed departmental budget.



	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
PERSONNEL SERVICES	366,792	391,794	434,849	213,943	429,991	344,962
OPERATIONS & MAINTENANCE	46,954	76,865	101,340	54,762	78,481	78,994
TRANSFERS	7,000	7,000	7,000	3,500	7,000	7,000
<b>Total Development Services Department Expenditures</b>	<b>420,745</b>	<b>475,658</b>	<b>543,189</b>	<b>272,206</b>	<b>515,472</b>	<b>430,956</b>

	9-30-13	9-30-14	9-30-15	9-30-16	9-30-17
Full - Time	4	4	4	5	4
Part - Time	1	1	1	1	-



Elite Health Professional Medical Office Building  
42nd Street & Avenue I

**Mission Statement**

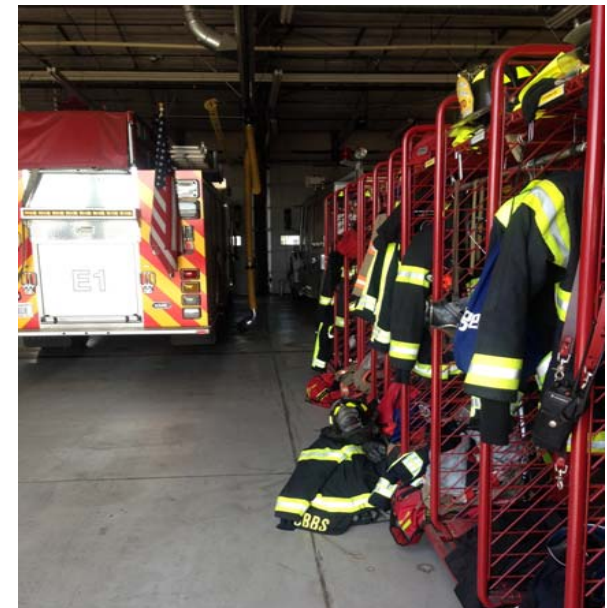
It shall be the mission of the men and women of the City of Scottsbluff Fire Department to, as one collective and cohesive team, provide for the life safety and community service needs of our service delivery area(s).

We shall reach out to our customers, both internal and external, and extend our collective hand to render whatever assistance we are able as we provide all of our customers with the most effective excellence in service delivery.



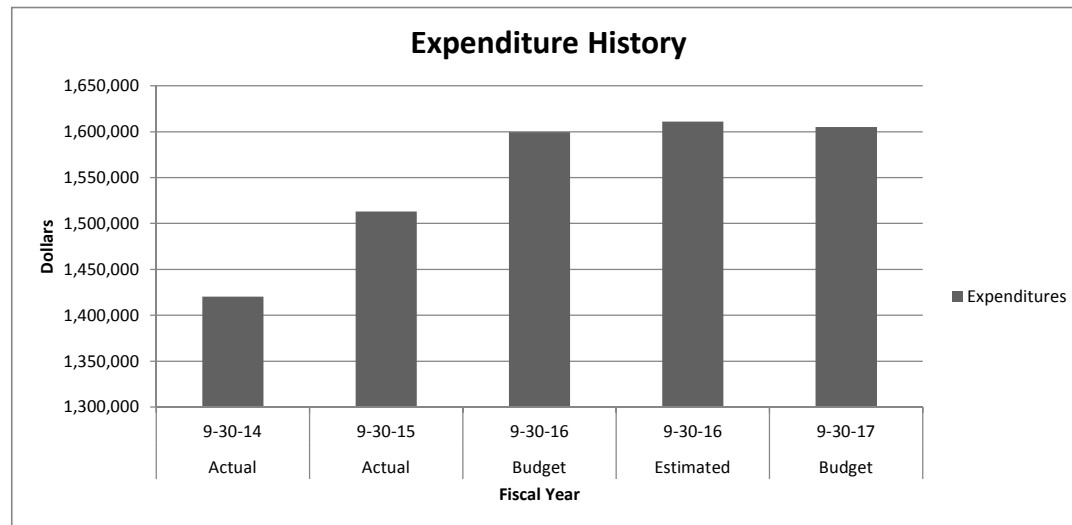
The Fire Department continues to offer a wide range of services to our customers which include: fire suppression (structural and wildland), emergency medical service, fire cause determination, hazardous material response and mitigation, rescue and special rescue, water related search/rescue and recovery, public education and community outreach programs.

Other emergency and non-emergency related services are offered as they are requested. We have begun a community outreach program that addresses training of personnel throughout the panhandle. It is our belief that the more interactions that takes place with the other agencies in the area the more efficient we will address the problems that arise in emergency management challenges.



	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
PERSONNEL SERVICES	1,307,011	1,395,970	1,475,450	795,561	1,497,649	1,503,966
OPERATIONS & MAINTENANCE	113,145	116,939	124,154	52,062	113,500	101,281
CAPITAL OUTLAY	-	-	-	-	-	-
<b>Total Fire Department Expenditures</b>	<b>1,420,156</b>	<b>1,512,908</b>	<b>1,599,604</b>	<b>847,624</b>	<b>1,611,149</b>	<b>1,605,247</b>

	9-30-13	9-30-14	9-30-15	9-30-16	9-30-17
Full - Time	16	16	16	16	17
Part - Time	-	-	-	-	-



**Mission Statement**

The mission of the Scottsbluff Police Department is to enhance safety, service and trust with our community.

- Keep our community safe by preventing citizens from becoming victims of crime or from being injured in traffic collisions. This is our highest priority.
- Provide excellent service to the numerous requests we receive from the community. Our principle duty is to serve.
- Maintain the trust of our community. This trust provides every department member with the foundation required to carry out our duties. Without trust we simply do not have the authority to serve our public.

The phrase “with our community” is included to reflect our desire to work side by side, in partnership with our community as we collectively fulfill our mission.

The Scottsbluff Police Department strives to provide services for all individuals through aggressive enforcement efforts and community relations programs. In order to provide effective, courteous and professional services, the Department has prioritized various functions to include:



Officers Kuhlman & Massie

**Operations** - Officers respond to calls for service from the public, in addition to working cooperatively with other government agencies. Patrol Officers often encounter situations that require expertise and knowledge in recognizing and responding to social issues within the community. Societal standards present challenges that impact public safety and quality of life for all individuals living and visiting Scottsbluff. Training of personnel is paramount as it relates to addressing such issues as domestic violence, criminal investigations and increasing cyber-crime related activity.

**Training** – The Department strongly supports career development within all sections of the organization. Personnel frequently address complaints or questions from the public and personnel must be prepared to de-escalate tense and frustrated individuals, yet casually guide those seeking assistance. State law mandates sworn personnel receive annual training and certification in various disciplines, to include firearms and domestic violence training. Investigative and patrol personnel benefit from specialized training in areas such as drug recognition, crime scene processing and interview techniques.

**Specialized Services** – The Department supports and maintains a Specialized Weapons and Tactics Unit (SWAT) and a Bomb Disposal Unit. Current training and certification is a priority within those units. The Department also maintains a School Resource Officer position and a K-9 program. All of these units are critical to the law enforcement function.

**Emergency Management** – The Region 22 Emergency Management Director receives superintendence from the Police Chief. Region 22 encompasses Scotts Bluff and Banner Counties. Emergency preparedness and response to critical incidents is a priority for this position.

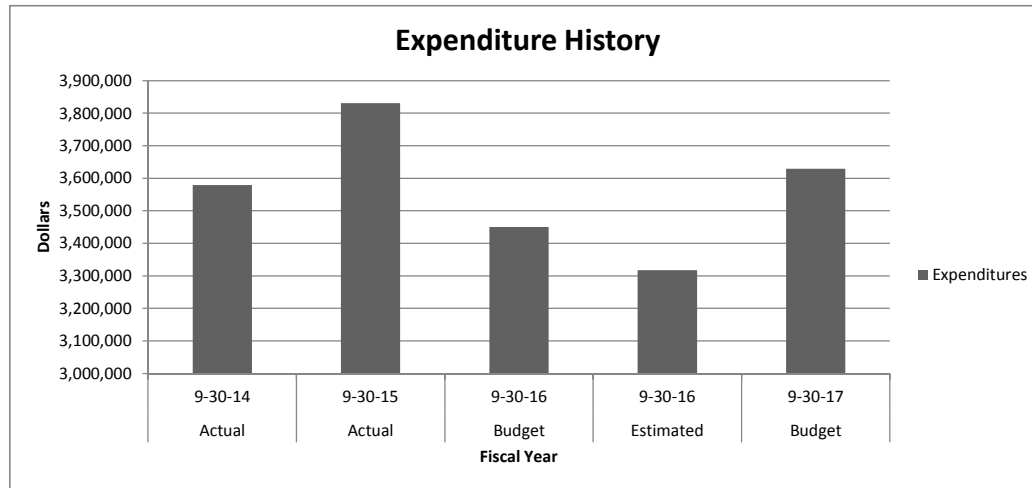
**Police Services** – The Department also moved into a new facility and now shares space with the Fire Department and Region 22 Emergency Management. Region 22 offices were re-located from the Scotts Bluff County Administration Building. Sharing of the same office workplace areas should greatly improve operations within the departments.

**Technology** – The Department has commenced transitioning to a management software program which greatly enhances interoperability with other local law enforcement agencies and the Scotts Bluff County Consolidated Communications Center. Connectivity in addition to information accessibility to data bases through Mobile Data Terminals for sworn personnel will be phased in dependent on funding sources.

**Community Policing** – The Department continues to develop Neighborhood Watch Groups and solicits volunteers into its Volunteers In Police Service program (VIPS).

	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
PERSONNEL SERVICES	2,801,992	2,820,936	2,921,156	1,422,707	2,827,832	3,093,749
OPERATIONS & MAINTENANCE	548,845	509,370	529,022	330,270	489,413	535,690
CAPITAL OUTLAY	-	-	-	-	-	-
PRE-84 PAYOUT/CONTINGENCY	228,050	500,000	-	-	-	-
<b>Total Police Department Expenditures</b>	<b>3,578,887</b>	<b>3,830,306</b>	<b>3,450,178</b>	<b>1,752,977</b>	<b>3,317,245</b>	<b>3,629,439</b>

	9-30-13	9-30-14	9-30-15	9-30-16	9-30-17
Full - Time	37	37	37	37	37
Part - Time	-	-	-	-	-



Chief Kevin Spencer, Scottsbluff Police Department



**Mission**

Lied Scottsbluff Public Library delivers high quality public education for all ages.

Pillar 1: Self-Directed Education'

Pillar 2: Research Assistance and Instruction

Pillar 3: Instructive and Enlightening Experiences

**Vision**

Vision: Through delivery of high quality public education for all, Lied Scottsbluff Public Library advances the economy, enhancing quality of life in our community.



*Youth area, Lied Scottsbluff Public Library*

Through the delivery of high quality public education for all, Lied Scottsbluff Public Library advances the economy, enhancing quality of life for all in our community. The library provides resources and ongoing programs for children, teens and adults and delivers exceptional customer service to all ages of the community from pre-school children to senior citizens.

***Of the library card holders, 62% are residents of Scottsbluff and 38% are non-residents. Of these, 75% are adults, 17% are teens and 8% are children.***

Among the programs and services offered at Lied Scottsbluff Public Library are the following: Homebound Book Delivery to the elderly and disabled, Spanish and Bilingual books, Novel Idea Book Club for adults, Braille and large print books for those with vision impairment, free Wi-Fi access, 25+ public computers, mobile printing, technology workshops, online research databases, local history and genealogy, pre-school story times, summer and winter reading programs for children, adults and teens, LEGO club and much more. Additionally, the library partners with many civic organizations, schools and businesses to further literacy and life-long learning for all ages.

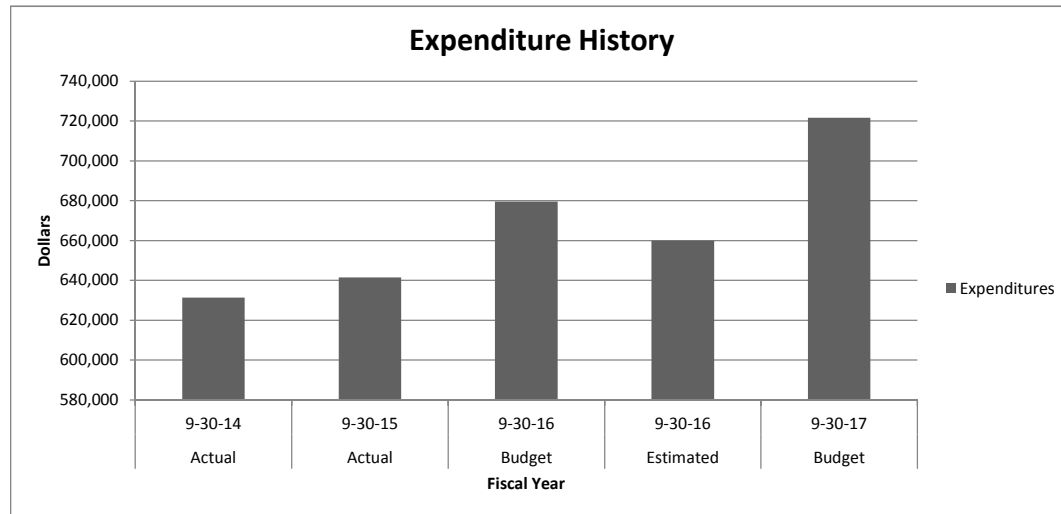
The Lied Scottsbluff Public Library holds a Gold Level of Accreditation from the State of Nebraska Library Commission. The Library building was renovated in 2011 and is now a LEED Certified building.

*Lego Club, Lied Scottsbluff Public Library*



	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
PERSONNEL SERVICES	472,183	485,801	514,532	234,441	499,721	532,703
OPERATIONS & MAINTENANCE	152,773	155,671	165,001	71,988	160,246	189,000
CAPITAL OUTLAY	6,438	-	-	-	-	-
<b>Total Library Expenditures</b>	<b>631,394</b>	<b>641,472</b>	<b>679,533</b>	<b>306,429</b>	<b>659,967</b>	<b>721,703</b>

	9-30-13	9-30-14	9-30-15	9-30-16	9-30-17
Full - Time	7	7	7	7	7
Part - Time	4	4	4	4	4



Teen classes, Lied Scottsbluff Public Library



**Mission Statement**

The mission of the Scottsbluff Park & Recreation Department is to strengthen community image and sense of place, support economic development, promote health and wellness, increase cultural unity, protect environmental resources and provide quality recreational experiences.

**Parks & Recreation Department – General Fund**

The Parks and Recreation Department is comprised of the Parks, Recreation and Cemetery Divisions. The Park Division manages 47 sites including 23 parks, 2 tennis courts, 11 lighted baseball, and softball fields, 50 acres of competition and practice soccer fields, 4.89 miles of trail system with an additional 5 miles being developed (8 miles of ADA), 12 picnic shelters, 5 public restrooms, 14 playgrounds, visitor information center, 30 city blocks of urban landscaping, 11 blocks of landscaped medians and a 47-site full-service campground. The Park Division performs the maintenance and improvements to its 281-acre park system.



*Pioneer Park - 27th & Broadway*

Recreation Division is responsible for the staffing, programming and scheduling of the Westmoor Water Park and Pool. The Division provides over 50 community activities and events such as: Annual Harvest Night Festival, weekly Art in the Park classes, Annual Easter Egg Hunt, Music on Broadway concerts and street dances, Painting Classes, Daddy/Daughter Movie and Date Night, Adult Softball Leagues, Pickleball Leagues, Co-Ed Sand Volleyball Leagues, Movies in the Park, Jingle Jog, Flick-N-Float Teen Movie Nights, Kayaking Instruction courses and Disc Golf.

The Parks Department also received its 17<sup>th</sup> Tree City USA award in a row. The department will continue to strive to accomplish the City's Comprehensive Plan to improve the leisure services and focus on using the river as an attraction for tourists.



*Westmoor Park - 20th & Avenue I*

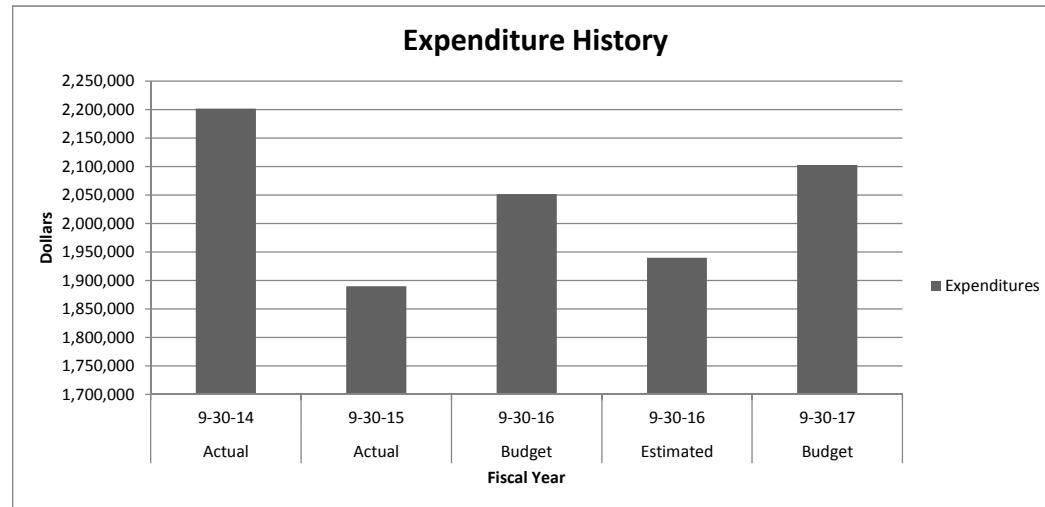


*Teen Flick-N-Float, Westmoor Waterpark*



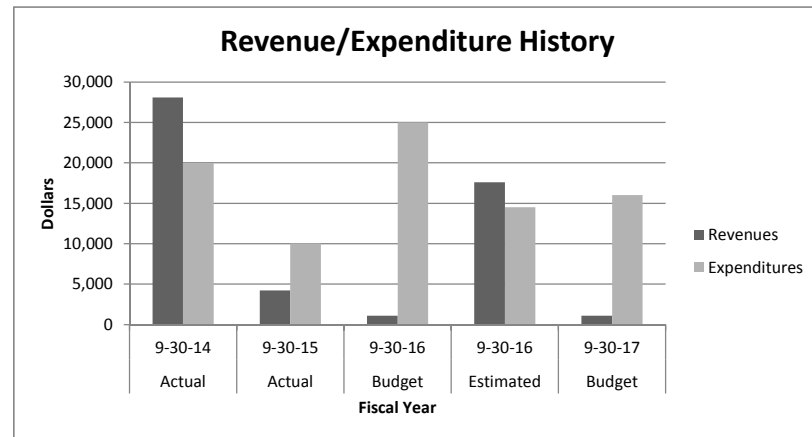
	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
PERSONNEL SERVICES	943,205	906,960	960,125	374,431	998,390	1,009,214
OPERATIONS & MAINTENANCE	877,904	918,666	789,159	366,961	841,091	791,188
CAPITAL OUTLAY	380,122	15,762	100,000	33,976	100,000	100,000
TRANSFERS	-	-	-	-	-	-
CONTINGENCY	-	48,232	202,000	15,376	-	202,000
<b>Total Parks &amp; Recreation Department Expenditures</b>	<b>2,201,231</b>	<b>1,889,620</b>	<b>2,051,284</b>	<b>790,745</b>	<b>1,939,481</b>	<b>2,102,402</b>

	9-30-13	9-30-14	9-30-15	9-30-16	9-30-17
Full - Time	11	11	11	11	11
Part - Time	1	1	1	-	1



Art in the Park Community Classes

	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	31,697	39,822	29,222		34,030	37,130
INTEREST EARNINGS	106	119	100	59	100	100
MISCELLANEOUS	27,982	4,117	1,000	17,788	17,500	1,000
<b>Total Available</b>	<b>59,785</b>	<b>44,058</b>	<b>30,322</b>	<b>17,848</b>	<b>51,630</b>	<b>38,230</b>
<b>OPERATIONS &amp; MAINTENANCE</b>	<b>18,898</b>	<b>11,597</b>	<b>25,000</b>	<b>480</b>	<b>14,500</b>	<b>16,000</b>
Total Regional Library Expenditures	18,898	11,597	25,000	480	14,500	16,000
Accrual Adjustment	1,065	(1,569)				
Total Adjusted Expenditures	19,963	10,028	25,000	480	14,500	16,000
Cash Balance, September 30	39,822	34,030	5,322		37,130	22,230



**Regional Library Fund**

The Regional Library Fund was established many years ago to handle State and Federal funds reimbursing the library for contractual services provided to other libraries in the Panhandle area and as reimbursement for being net lenders in cooperative interlibrary loan activities. Grant funds and contractual funds are now included here. Any balances in this fund are carried over to the start of the next fiscal year and a small portion of the balance supplements the regular library budget in lean years.



Lied Scottsbluff Public Library

**Mission Statement**

The staff of the Transportation Department of the City of Scottsbluff are responsible for providing prompt, professional and efficient service to the citizens of Scottsbluff and strive to maintain the best street network possible with public safety being of the highest priority.

The mission is accomplished through effective management, planning, street maintenance, capital projects, traffic control and snow removal.

The Transportation Fund provides for the operations of the Transportation Department. The Transportation Department is comprised of a Director, a Foreman, four Heavy Equipment Operators, six Motor Equipment Operators and a Clerical Technician.

The Transportation Department is responsible for street repairs from crack-sealing to snow removal to replacement. The Department paints striping for streets and crosswalks, sweeps streets, installs signs, repairs signal lights, installs holiday decorations, barricades streets and alleys, blades unsurfaced streets and alleys, mows public rights-of-way, controls snow and ice on roadways, controls mosquitoes, repairs catch basins, gravels unsurfaced streets and alleys, and repairs curbs and gutters. The Department also compiles various reports, such as lane-mile, inventory, one- and six-year street improvement plans, and handles citizen requests in a timely manner.

**Lane Miles** - a lane mile is an 11' lane of street one mile long. The City is responsible for 340 lane miles. It is 319 miles from Scottsbluff to Hastings. Maintaining 340 lane miles of street would be like sweeping, removing snow, striping, patching, signage and replacing sections of road surface as needed - on one lane of roadway from Scottsbluff to Hastings (plus 21 miles).

**Traffic Control** - the Transportation Division also oversees public roadway signs and 35 traffic control signals throughout the City. Of note, the State controls all traffic signals along Highway 26. The City assists the State of Nebraska in maintaining those traffic signals through changing light bulbs.

The Transportation Department will continue their inter-local agreements for painting and sweeping with the City of Terrytown. We will also be converting our records and drawings to the GIS system which will allow us to track street maintenance electronically.

We will continue to chip seal residential streets and work on mill and overlay of mains throughout the City in 5 year increments.



18th Street & 3rd Avenue



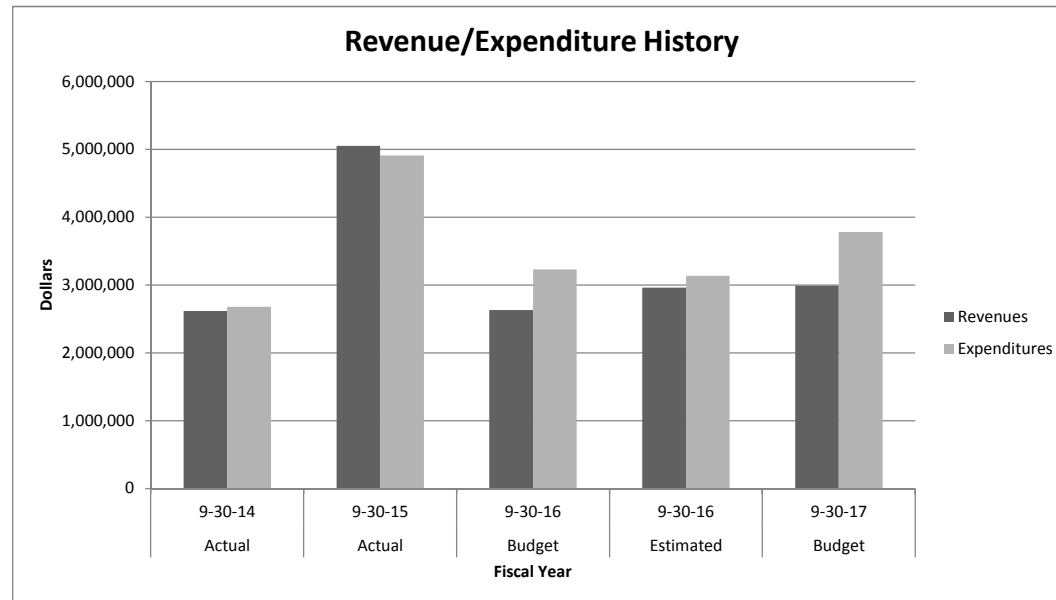
5th Avenue



East 29th Street

	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	1,973,719	1,913,420	2,107,304		2,057,193	1,879,583
REVENUES	2,616,825	5,054,193	2,632,508	1,479,680	2,961,504	2,993,075
<b>Total Available</b>	<b>4,590,544</b>	<b>6,967,613</b>	<b>4,739,812</b>	<b>1,479,680</b>	<b>5,018,697</b>	<b>4,872,658</b>
PERSONNEL SERVICES	899,072	936,376	914,221	512,987	1,004,015	880,793
OPERATIONS & MAINTENANCE	833,093	937,723	1,104,175	394,007	1,121,102	1,127,145
CAPITAL OUTLAY	541,732	2,577,313	695,000	27,769	695,000	800,000
TRANSFERS	49,055	48,713	52,000	26,229	52,372	52,070
DEBT SERVICE	242,991	241,405	266,625	250,778	266,625	723,774
CONTINGENCY	-	-	200,000	-	-	200,000
<b>Total Transportation Expenditures</b>	<b>2,565,943</b>	<b>4,741,530</b>	<b>3,232,021</b>	<b>1,211,771</b>	<b>3,139,114</b>	<b>3,783,782</b>
Accrual Adjustment	111,181	168,890				
<b>Total Adjusted Expenditures</b>	<b>2,677,124</b>	<b>4,910,420</b>	<b>3,232,021</b>	<b>1,211,771</b>	<b>3,139,114</b>	<b>3,783,782</b>
Cash Balance, September 30	1,913,420	2,057,193	1,507,791		1,879,583	1,088,876

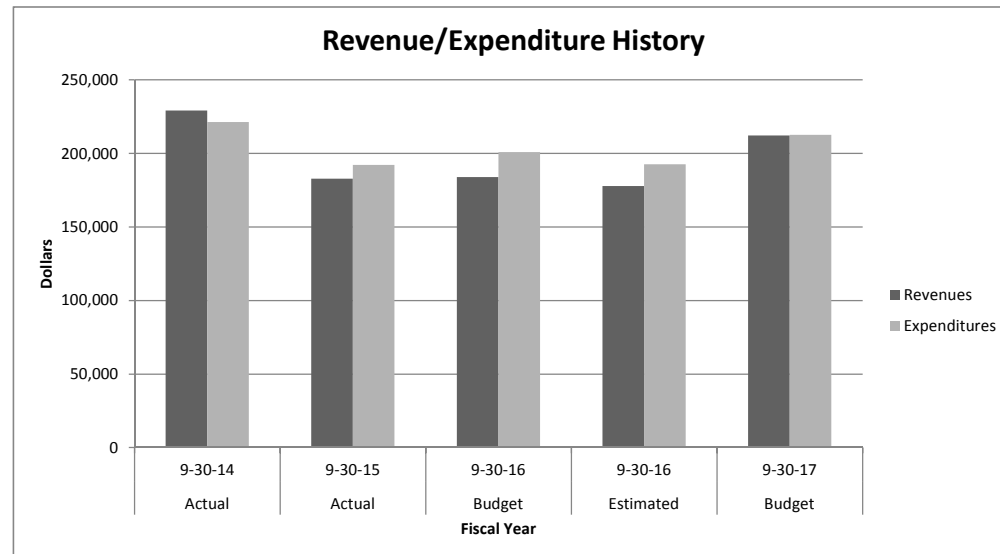
	9-30-13	9-30-14	9-30-15	9-30-16	9-30-17
Full - Time	15	15	15	15	13
Part - Time	-	-	-	-	-



	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	22,862	30,514	21,086		21,140	6,155
PERMITS	2,975	2,950	2,750	1,350	2,750	2,750
RECORDINGS	1,915	1,365	1,750	735	1,295	2,000
OPENINGS	35,675	43,200	38,000	23,850	38,000	40,000
TRANSFER FROM CEM PERP	146,480	100,000	100,000	50,000	100,000	130,000
SALES OF ASSETS	38,669	32,925	37,500	15,985	33,000	33,000
FOUNDATION FEE	3,350	2,400	4,000	1,700	2,700	2,400
INTEREST EARNINGS	37	38	25	43	25	25
<b>Total Available</b>	<b>251,963</b>	<b>213,392</b>	<b>205,111</b>	<b>93,663</b>	<b>198,910</b>	<b>218,330</b>
PERSONNEL SERVICES	142,652	149,127	156,350	67,649	151,500	153,972
OPERATIONS & MAINTENANCE	40,478	35,994	44,584	17,108	41,255	41,601
CAPITAL OUTLAY	41,070	-	-	-	-	17,000
<b>Total Cemetery Expenditures</b>	<b>224,200</b>	<b>185,121</b>	<b>200,934</b>	<b>84,757</b>	<b>192,755</b>	<b>212,573</b>
Accrual Adjustment	(2,751)	7,131				
<b>Total Adjusted Expenditures</b>	<b>221,449</b>	<b>192,252</b>	<b>200,934</b>	<b>84,757</b>	<b>192,755</b>	<b>212,573</b>
Cash Balance, September 30	30,514	21,140	4,177		6,155	5,757

	9-30-13	9-30-14	9-30-15	9-30-16	9-30-17
Full - Time	2	2	2	2	2
Part - Time	-	-	-	-	-



**CEMETERY FUND**

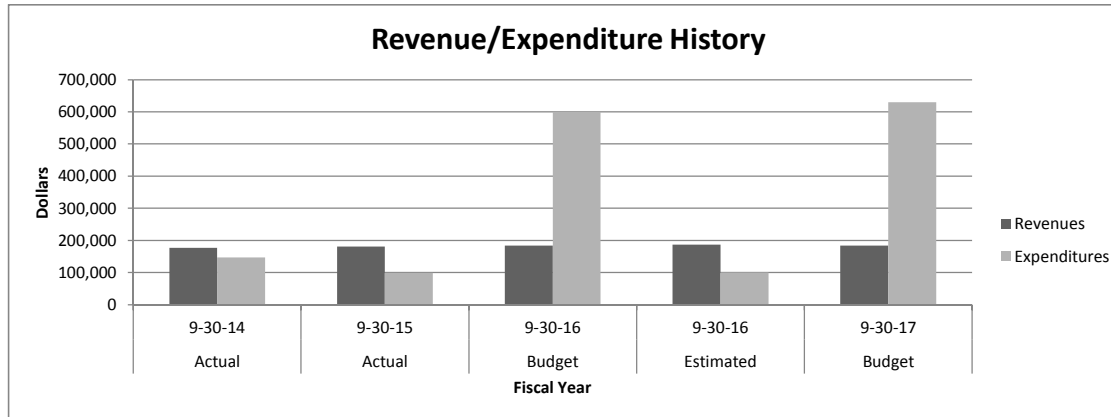
The Cemetery Fund provides for the operations of the Cemetery Division of the Parks and Recreation Department. Fairview Cemetery is a 40-acre facility with over 16,000 headstones to maintain.

*Veteran's Section  
Fairview Cemetery*



The general activities of the division include mowing, watering, sodding, seeding, applying chemicals, forestry, opening and closing gravesites, cremation burials lot care, grave site location, genealogy and lot sales.

	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	420,000	450,093	528,943		531,680	618,727
PROPERTY TAX-GENERAL	123,790	124,093	135,000	25,852	135,000	135,000
STATE PROPERTY TAX CREDIT	2,108	4,416	-	2,697	2,697	-
MOTOR VEHICLE TAX	30,702	32,520	30,000	16,204	30,000	30,000
PERPETUAL CARE CHARGE	19,500	18,300	18,000	9,750	18,000	18,000
INTEREST EARNINGS	1,226	1,647	1,350	828	1,350	1,350
<b>Total Available</b>	<b>597,326</b>	<b>631,069</b>	<b>713,293</b>	<b>55,332</b>	<b>718,727</b>	<b>803,077</b>
ACQUISITION OF PROPERTY	-	-	500,000	-	-	500,000
TRANSFER TO CEMETERY	146,480	100,000	100,000	50,000	100,000	130,000
<b>Total Cemetery Perpetual Care Expenditures</b>	<b>146,480</b>	<b>100,000</b>	<b>600,000</b>	<b>50,000</b>	<b>100,000</b>	<b>630,000</b>
Accrual Adjustment	753	(611)				
<b>Total Adjusted Expenditures</b>	<b>147,233</b>	<b>99,389</b>	<b>600,000</b>	<b>50,000</b>	<b>100,000</b>	<b>630,000</b>
<b>Cash Balance, September 30</b>	<b>450,093</b>	<b>531,680</b>	<b>113,293</b>		<b>618,727</b>	<b>173,077</b>



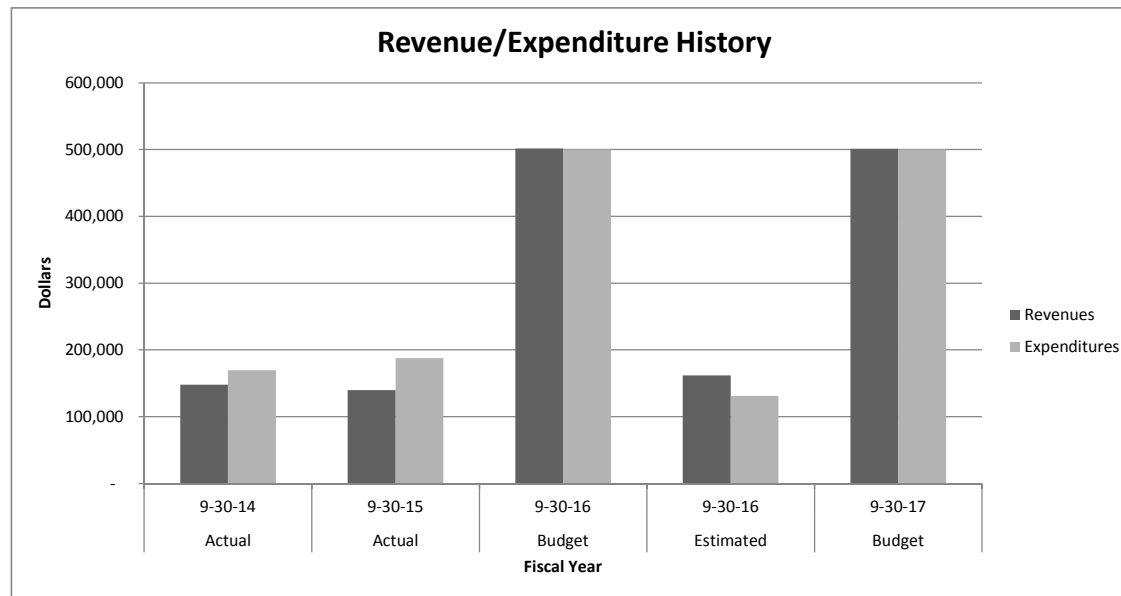
**The Cemetery Perpetual Care Fund**

The Cemetery Perpetual Care Fund is established by State statute for the perpetual care, maintenance and improvement of the Fairview Cemetery. This fund receives revenue from a dedicated property tax levy and through perpetual care assessments from non-Scottsbluff resident users. The annual revenues into this fund are transferred to the Cemetery Fund to support operations, maintenance and capital improvement activities.

*Fairview Cemetery, Scottsbluff*



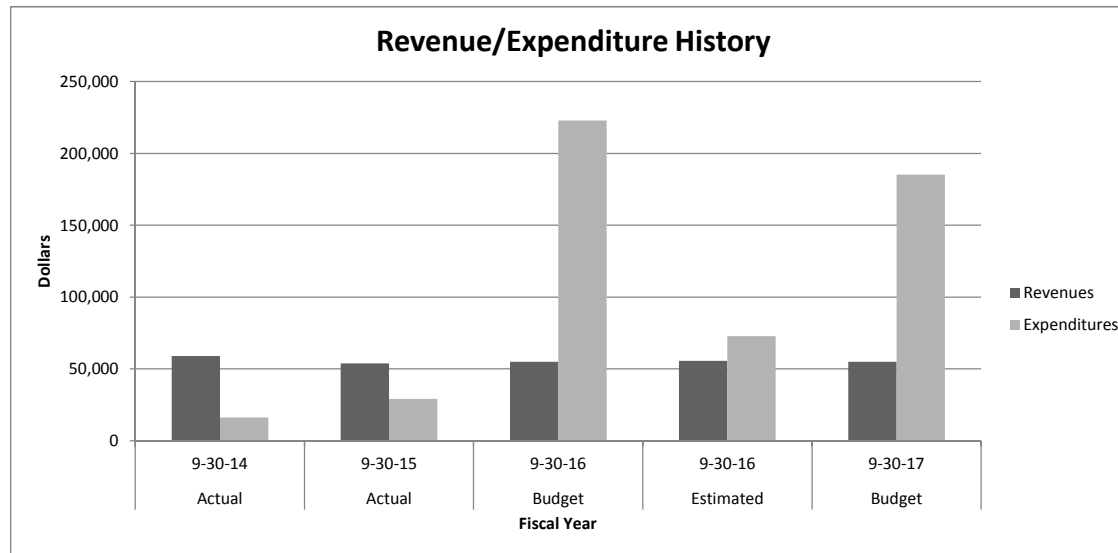
	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	555,539	534,274	597,174		486,474	517,187
MISCELLANEOUS PROJECTS	146,333	138,070	500,000	114,953	161,072	500,000
INTEREST EARNINGS	1,719	1,618	1,400	816	900	1,000
<b>Total Available</b>	<b>703,591</b>	<b>673,963</b>	<b>1,098,574</b>	<b>115,769</b>	<b>648,446</b>	<b>1,018,187</b>
<b>SPECIAL PROJECTS EXPENDITURES</b>	288,025	81,377	500,000	73,014	131,259	500,000
TRANSFERS	-	23,944	-	-	-	-
<b>Total Special Projects Expenditures</b>	<b>288,025</b>	<b>105,321</b>	<b>500,000</b>	<b>73,014</b>	<b>131,259</b>	<b>500,000</b>
Accrual Adjustment	(118,709)	82,168				
<b>Total Adjusted Expenditures</b>	<b>169,316</b>	<b>187,489</b>	<b>500,000</b>	<b>73,014</b>	<b>131,259</b>	<b>500,000</b>
Cash Balance, September 30	534,274	486,474	598,574		517,187	518,187



**Special Projects Fund**

The Special Projects Fund is a “catch-all” fund for projects which do not fit neatly into other funds. Typically, projects in this fund are the result of reimbursement grants, transfers from other funds, or other revenues which are specifically tied to a particular expenditure. A significant sum is usually included in the “Miscellaneous” expenditure and revenue accounts of the fund to allow any unanticipated activity to fit under the authorized budget.

	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	147,257	189,903	229,418		214,781	197,664
PROPERTY TAX-GENERAL	57,122	51,779	54,100	8,729	54,100	54,100
PRORATE MOTOR VEHICLE TAX	232	221	200	78	200	200
STATE PROPERTY TAX CREDIT	1,078	1,214	-	734	734	-
INTEREST EARNINGS	487	687	600	343	599	600
<b>Total Available</b>	<b>206,176</b>	<b>243,804</b>	<b>284,318</b>	<b>9,884</b>	<b>270,414</b>	<b>252,564</b>
PERSONNEL SERVICES	3,745	2,352	4,000	1,383	2,500	10,750
OPERATIONS & MAINTENANCE	17,676	21,941	9,000	5,414	10,250	14,600
CAPITAL OUTLAY	-	-	60,000	-	60,000	60,000
CONTINGENCY	-	-	150,000	-	-	100,000
<b>Total Business Improvement District Expenditures</b>	<b>21,421</b>	<b>24,293</b>	<b>223,000</b>	<b>6,797</b>	<b>72,750</b>	<b>185,350</b>
Accrual Adjustment	(5,148)	4,730				
<b>Total Adjusted Expenditures</b>	<b>16,273</b>	<b>29,023</b>	<b>223,000</b>	<b>6,797</b>	<b>72,750</b>	<b>185,350</b>
Cash Balance, September 30	189,903	214,781	61,318		197,664	67,214



**Business Improvement District Fund**

The Business Improvement District Fund is provided for the operations and maintenance of the Off-street Downtown Parking District. This budget receives oversight from the Business Improvement District Board which represents property owners and operators in the District. The City's Development Services Department provides staff assistance to the board.



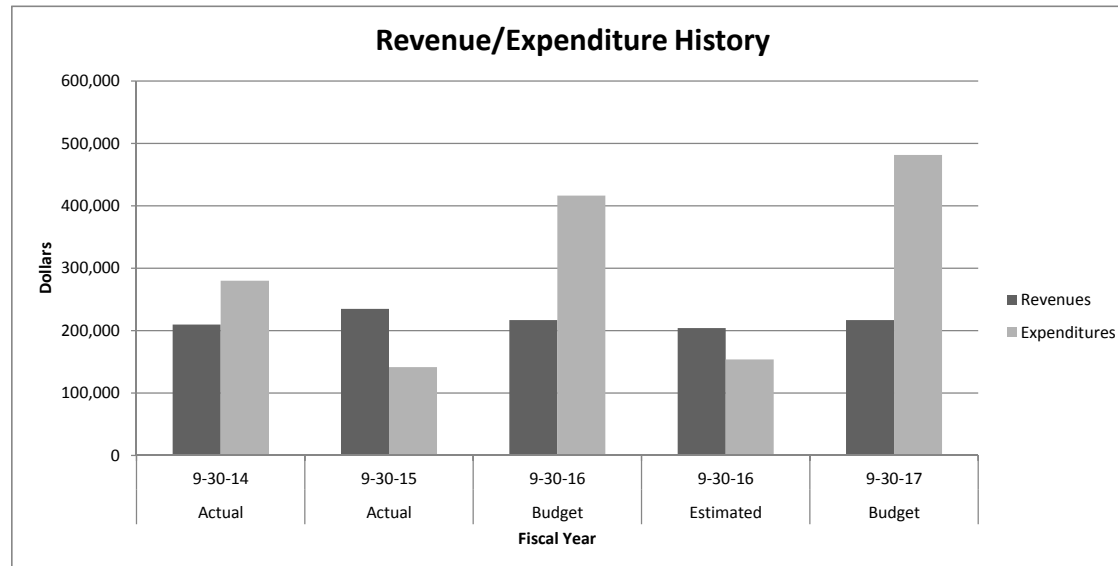
Broadway, downtown Scottsbluff



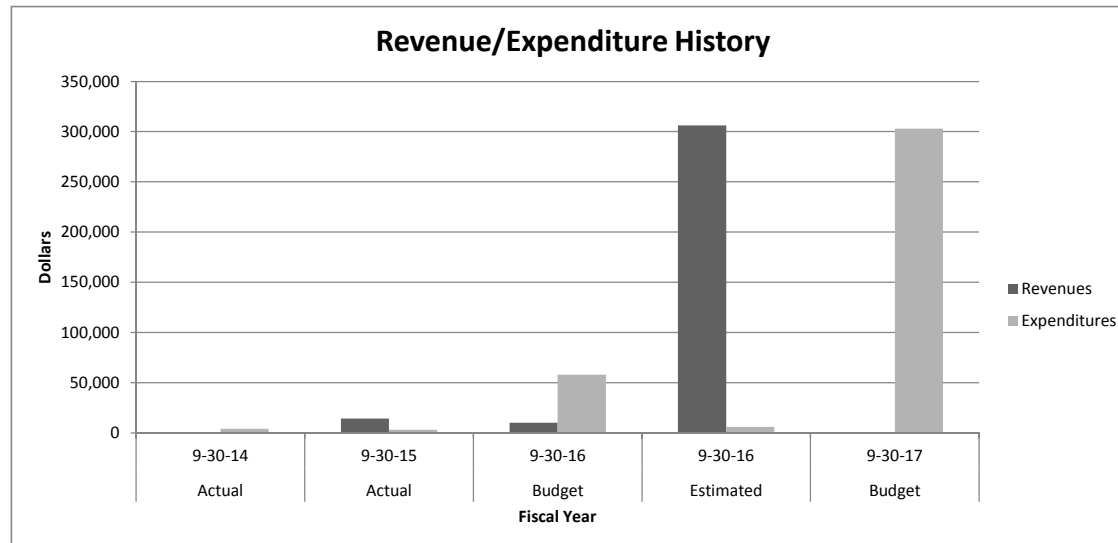
	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	357,313	286,906	305,111		380,283	431,079
PROPERTY TAX-GENERAL	161,422	161,828	176,000	33,913	160,000	176,000
STATE PROPERTY TAX CREDIT	7,606	5,757	-	3,517	3,517	-
MOTOR VEHICLE TAX	40,026	42,397	40,000	21,125	40,000	40,000
GRANT	-	23,944	-	-	-	-
INTEREST EARNINGS	702	990	800	492	800	800
<b>Total Available</b>	<b>567,069</b>	<b>521,821</b>	<b>521,911</b>	<b>59,047</b>	<b>584,600</b>	<b>647,879</b>
<b>FIRE DEPARTMENT</b>	<b>4,675</b>	<b>5,000</b>	<b>5,000</b>	<b>444</b>	<b>5,000</b>	<b>5,000</b>
<b>POLICE DEPARTMENT</b>	<b>202,622</b>	<b>170,093</b>	<b>211,521</b>	<b>116,896</b>	<b>148,521</b>	<b>187,000</b>
<b>EMERGENCY MANAGEMENT DEPARTMENT</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,000</b>
<b>LIBRARY (SECURITY CAMERAS)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8,000</b>
<b>DEBT SERVICE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>66,525</b>
<b>CONTINGENCY</b>	<b>16,597</b>	<b>-</b>	<b>200,000</b>	<b>-</b>	<b>-</b>	<b>200,000</b>
<b>Total Public Safety Expenditures</b>	<b>223,894</b>	<b>175,093</b>	<b>416,521</b>	<b>117,340</b>	<b>153,521</b>	<b>481,525</b>
Accrual Adjustment	56,269	(33,555)				
<b>Total Adjusted Expenditures</b>	<b>280,163</b>	<b>141,538</b>	<b>416,521</b>	<b>117,340</b>	<b>153,521</b>	<b>481,525</b>
Cash Balance, September 30	286,906	380,283	105,390		431,079	166,354

**Public Safety Fund**

The Public Safety Fund is established by State statute for the purposes of "purchasing and maintaining public safety equipment, including, but not limited to, vehicles or rescue or emergency first-aid equipment for a fire or police department..., for purchasing real estate for fire or police station quarters or facilities, for erecting, building, altering, or repairing fire or police station quarters or facilities, for purchasing, installing, and equipping an emergency alarm or communication system, or for paying off bonds."



	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	49,637	45,788	58,311		56,953	357,115
SALE OF ASSETS	-	-	-	24,740	296,000	-
SALE OF FARM ASSETS	-	14,206	10,000	-	10,000	-
INTEREST EARNINGS	139	194	180	101	120	200
<b>Total Available</b>	<b>49,776</b>	<b>60,188</b>	<b>68,491</b>	<b>24,841</b>	<b>363,073</b>	<b>357,315</b>
DEPARTMENTAL SUPPLIES	2,441	1,431	3,000	-	1,500	-
CONTRACTUAL SERVICES	-	-	3,000	-	3,000	3,000
IRRIGATION TAX	1,458	1,867	2,000	-	1,458	-
DEVELOPMENT/CAPITAL OUTLAY	-	-	50,000	-	-	300,000
<b>Total Industrial Sites Expenditures</b>	<b>3,899</b>	<b>3,298</b>	<b>58,000</b>	<b>-</b>	<b>5,958</b>	<b>303,000</b>
Accrual Adjustment	89	(63)				
<b>Total Adjusted Expenditures</b>	<b>3,988</b>	<b>3,235</b>	<b>58,000</b>	<b>-</b>	<b>5,958</b>	<b>303,000</b>
Cash Balance, September 30	45,788	56,953	10,491		357,115	54,315

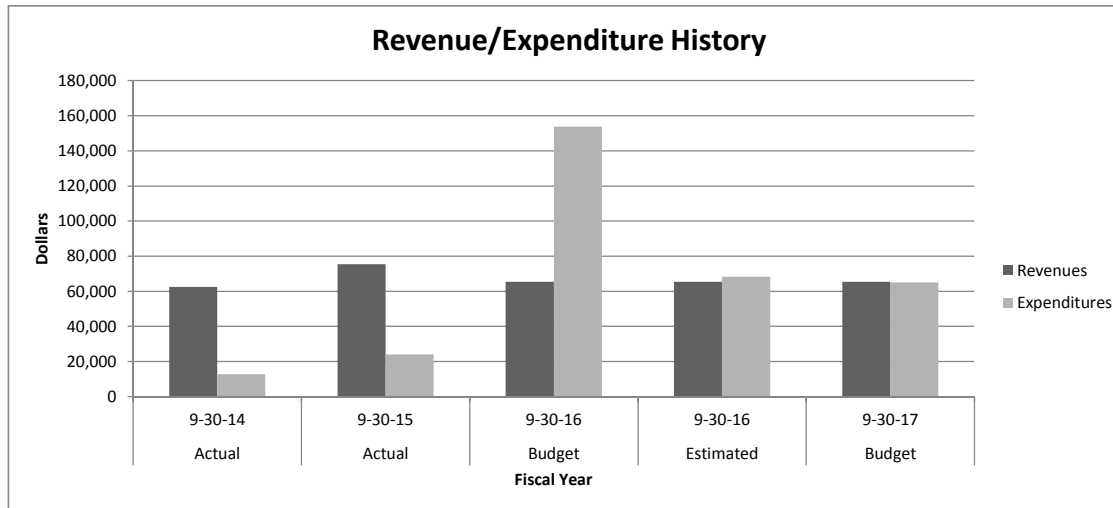


**Industrial Sites Fund**

This Fund is used to track the operation of the City's industrial site located at Highway 26 on the south-east corner of the City.

Revenues in this fund are primarily derived from the operation of a farm on the unused portion of the site and from the sale of property on the site.

	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	76,858	126,589	173,089		178,039	175,069
GRANT	837	5,000	-	-	-	-
INTEREST EARNINGS	290	530	400	265	400	400
KENO PROCEEDS	61,342	69,978	65,000	35,958	65,000	65,000
<b>Total Available</b>	<b>139,327</b>	<b>202,097</b>	<b>238,489</b>	<b>36,223</b>	<b>243,439</b>	<b>240,469</b>
UNASSIGNED	-	-	100,000	-	-	-
ALLOCATED	8,649	12,548	51,300	6,134	21,451	26,000
PARKS	-	10,000	-	33,880	46,459	-
TREE PLANTING	2,515	1,151	2,500	460	460	6,500
GRANT MATCHING	-	-	-	-	-	13,000
ADA INTERSECTIONS	-	-	-	-	-	13,000
SIGNAGE ALLOCATION	-	-	-	-	-	6,500
<b>Total Keno Expenditures</b>	<b>11,164</b>	<b>23,699</b>	<b>153,800</b>	<b>40,474</b>	<b>68,370</b>	<b>65,000</b>
Accrual Adjustment	1,574	359				
<b>Total Adjusted Expenditures</b>	<b>12,738</b>	<b>24,058</b>	<b>153,800</b>	<b>40,474</b>	<b>68,370</b>	<b>65,000</b>
Cash Balance, September 30	126,589	178,039	84,689		175,069	175,469



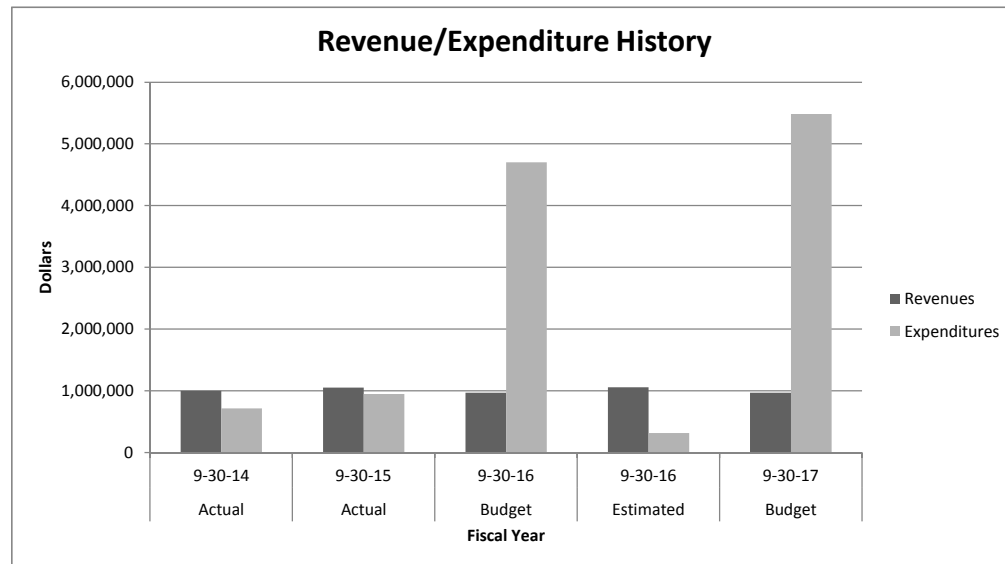
**KENO Fund**

The KENO Fund receives royalty revenue from the operation of Scotts Bluff County approved KENO facilities in the City of Scottsbluff. Currently, the City receives 5% of gross revenues from KENO satellite operations and 1% of gross revenues from the main KENO parlor at the intersection of Avenue I and South Beltline Hwy. Pursuant to State statute, these funds may be used for “community betterment” purposes.

*New playground equipment at Frank Park, purchased with KENO funds*



	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	5,218,265	5,506,107	5,498,207		5,609,555	6,350,832
CITY SALES TAX	945,604	1,001,891	950,000	507,341	1,007,508	950,000
SALE OF ASSETS	19,483	-	-	-	-	-
INTEREST EARNINGS	15,228	18,764	17,000	9,226	17,000	18,000
PROGRAM INCOME	19,483	29,480	-	14,613	32,148	-
<b>Total Available</b>	<b>6,218,063</b>	<b>6,556,241</b>	<b>6,465,207</b>	<b>531,180</b>	<b>6,666,211</b>	<b>7,318,832</b>
PERSONNEL COSTS	-	-	-	-	-	80,742
OPERATIONS & MAINTENANCE	242,463	342,647	200,750	153,282	315,379	215,750
CAPITAL OUTLAY	471,451	654,232	4,500,000	-	-	5,185,436
<b>Total Economic Development Expenditures</b>	<b>713,914</b>	<b>996,879</b>	<b>4,700,750</b>	<b>153,282</b>	<b>315,379</b>	<b>5,481,928</b>
Accrual Adjustment	(1,958)	(50,193)				
<b>Total Adjusted Expenditures</b>	<b>711,956</b>	<b>946,686</b>	<b>4,700,750</b>	<b>153,282</b>	<b>315,379</b>	<b>5,481,928</b>
Cash Balance, September 30	5,506,107	5,609,555	1,764,457		6,350,832	1,836,904



**Economic Development Fund**

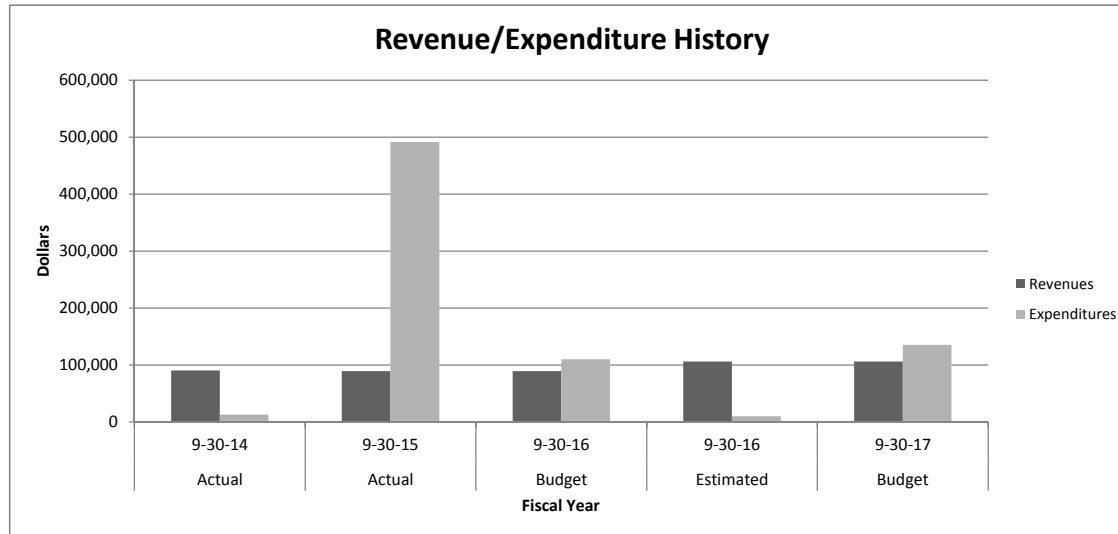
The Economic Development Fund receives revenues and funds projects as part of the City's LB840 Economic Development Program. This program, authorized under the Nebraska Local Option Municipal Economic Development Act of 1991, allows sales tax receipts to be specifically earmarked for economic development activities.

The intent of the program is to create jobs in and around the City of Scottsbluff. Eligible businesses include those in manufacturing, interstate commerce, value-added agriculture and telecommunications. Monies may be used to provide job credits, buy land and retain technical expertise on behalf of an eligible business.

To date the City of Scottsbluff has funded over \$9 million in grants and loans via the LB840 Economic Development Program to promote growth and development in and around Scottsbluff.

The LB840 program is administered by the City Manager, who receives guidance and oversight from two citizen committees. The City Council retains the final authority for disbursement of funds. The LB840 program sunsets in October, 2025.

	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	397,801	475,085	66,739		72,546	168,635
INTEREST EARNINGS	1,296	720	1,200	165	300	300
MISCELLANEOUS	88,859	88,256	88,000	52,848	105,696	105,696
<b>Total Available</b>	<b>487,956</b>	<b>564,061</b>	<b>155,939</b>	<b>53,013</b>	<b>178,542</b>	<b>274,631</b>
<b>SUPPLIES</b>	9,881	9,964	10,000	11,127	9,907	10,000
<b>EQUIPMENT</b>	-	495,032	-	-	-	25,000
<b>CONTINGENCY</b>	-	-	100,000	-	-	100,000
<b>Total Mutual Fire Organization Expenditures</b>	<b>9,881</b>	<b>504,996</b>	<b>110,000</b>	<b>11,127</b>	<b>9,907</b>	<b>135,000</b>
<b>Accrual Adjustment</b>	2,990	(13,481)				
<b>Total Adjusted Expenditures</b>	<b>12,871</b>	<b>491,515</b>	<b>110,000</b>	<b>11,127</b>	<b>9,907</b>	<b>135,000</b>
Cash Balance, September 30	475,085	72,546	45,939		168,635	139,631



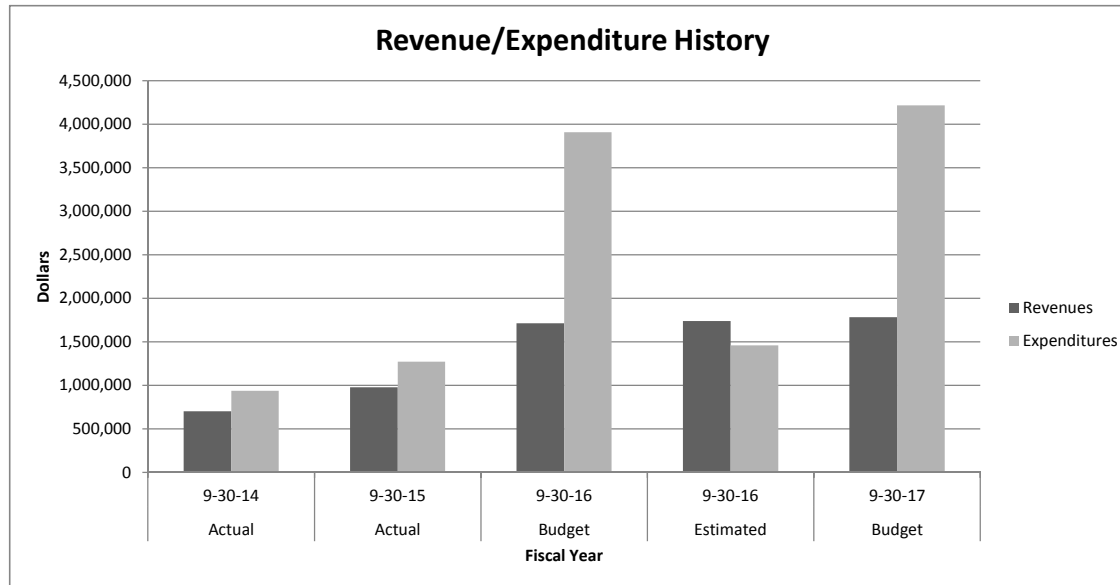
**Mutual Fire Organization Fund**

The Mutual Fire Organization Fund is provided for the purpose of financing operational and equipment needs for fire protection, emergency response or training within our joint areas of operation. There are currently fourteen separate fire agencies in Scotts Bluff County comprising the inter-local Mutual Fire Organization.

Funding for the organization is made available through the Nebraska Mutual Finance Assistance Act.



	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	4,168,327	3,932,171	3,630,675		3,638,277	3,917,779
REVENUES	701,059	975,309	1,713,374	151,867	1,738,987	1,782,642
<b>Total Available</b>	<b>4,869,386</b>	<b>4,907,480</b>	<b>5,344,049</b>	<b>151,867</b>	<b>5,377,264</b>	<b>5,700,421</b>
MATERIALS & SERVICES	7,043	12,340	9,700	3,900	8,900	27,075
CAPITAL OUTLAY	-	-	-	-	-	-
TRANSFERS & BONDING/LOANS	668,920	1,198,476	1,397,991	375,428	1,397,991	1,687,868
DEBT SERVICE	105,125	70,317	-	-	52,594	-
OTHER EXPENDITURES	-	-	2,500,000	-	-	2,500,000
<b>Total Debt Service Expenditures</b>	<b>781,088</b>	<b>1,281,133</b>	<b>3,907,691</b>	<b>379,328</b>	<b>1,459,485</b>	<b>4,214,943</b>
Accrual Adjustment	156,127	(11,930)				
<b>Total Adjusted Expenditures</b>	<b>937,215</b>	<b>1,269,203</b>	<b>3,907,691</b>	<b>379,328</b>	<b>1,459,485</b>	<b>4,214,943</b>
Cash Balance, September 30	3,932,171	3,638,277	1,436,358		3,917,779	1,485,478



**Debt Service Fund**

The Debt Service Fund is used to retire the long-term debt obligations of the City. This fund is used to service general obligation and special assessment debt.

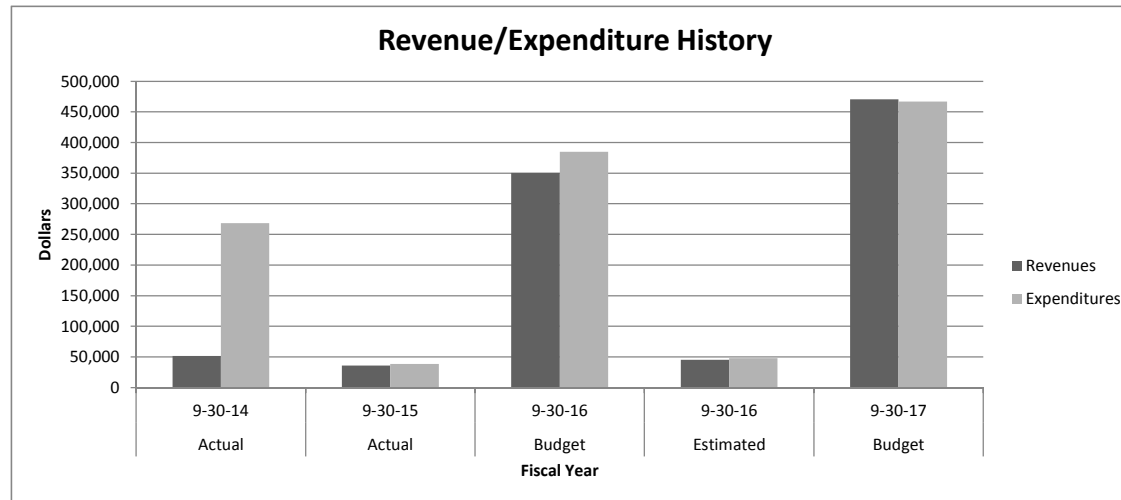
The fund is supported through revenues from a dedicated property tax levy along with principal and interest payments from special assessments.

Nebraska does not have a statutory limit on a City's level of outstanding general obligation debt.



Lied Scottsbluff Public Library

	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-16
Cash Balance, October 1	387,295	170,715	166,215		168,000	165,444
REVENUES	51,674	35,826	350,500	(6,355)	45,500	470,500
Total Available	438,969	206,541	516,715	(6,355)	213,500	635,944
OPERATIONS & MAINTENANCE	-	-	300,000	-	-	300,000
CAPITAL OUTLAY	-	-	-	-	-	-
TRANSFERS	-	-	-	-	-	-
DEBT SERVICE	246,227	38,780	85,000	-	48,056	167,000
Total TIF Project Expenditures	246,227	38,780	385,000	-	48,056	467,000
Accrual Adjustment	22,027	(239)				
Total Adjusted Expenditures	268,254	38,541	385,000	-	48,056	467,000
Cash Balance, September 30	170,715	168,000	131,715		165,444	168,944



**TIF Projects Fund**

The TIF Projects Fund is used to track the construction and financing of Tax-Increment Financing (TIF) projects, from the planning stage through the payoff of the bond issued to finance the project. Each TIF is assigned an individual project identification number, which follows the project inception through completion/payoff.

PROJECT	LAND & IMPROVEMENTS (Base)	LAND & IMPROVEMENTS (After Redevelopment)	TIF REVENUE (Bond)	STATUS
1) Star-Herald (local newspaper) <b>Public Benefit:</b> Relocate aerial utilities, construct new sanitary sewage line, curb/sidewalk improvements and landscaping.	\$383,462.00	\$1,900,000.00	\$332,774.89	Completed
2) Lincoln Hotel (30 unit residential rehab) <b>Public Benefit:</b> Construct new public parking lot, landscape, curb/sidewalk work and demolition work for site preparation.	\$100,275.00	\$1,100,000.00	\$257,032.51	USDA/RD
3) Platte Valley (Harbourton mortgage services) <b>Public Benefit:</b> Construct new public sanitary sewer line, curb/sidewalk work.	\$46,600.00	\$282,121.00	\$42,056.46	Completed
4) KN Energy	\$260,000.00	\$2,200,000.00	\$346,412.06	Completed
5) Carr-Trumbull (local lumber company) <b>Public Benefit:</b> Construction of 14th Avenue (775 feet), curb/sidewalk work, water, sewer and landscape improvements in public right-of-way.	\$105,480.00	\$1,000,000.00	\$176,195.00	Completed
6) Arnott Ace Hardware (local hardware store) <b>Public Benefit:</b> Intersection improvements at 11th Avenue and 20th Street to include traffic signal, curb/sidewalk improvements and landscape.	\$111,835.70	\$546,969.70	\$82,744.82	Completed
7) East Portal Village (40 unit low income housing) <b>Public Benefit:</b> Construct 300,000 linear feet of public streets, curbs, sidewalk, landscape and water and sewer facilities.	\$75,139.00	\$3,000,000.00	\$506,474.82	Completed
8) Monument Car Wash <b>Public Benefit:</b> Curb/sidewalk work and right-of-way landscaping.	\$75,000.00	\$435,000.00	\$40,250.00	Completed
9) Platte Valley National Bank <b>Public Benefit:</b> Construction of Platte Valley Boulevard, 13th Avenue, water and sewer installations and irrigation ditch closures.	\$36,994.21	\$2,626,994.21	\$386,877.08	Completed
10) Downtown Office & Storage Complex <b>Public Benefit:</b> Demolition for site improvements, curb/sidewalk and landscaping in public right-of-way.	\$150,000.00	\$405,000.00	\$40,386.46	Completed
11) Greg & Brenda Muhr (local auto body shop) <b>Public Benefit:</b> curb/sidewalk and right-of-way landscaping	\$14,080.00	\$110,000.00	\$14,717.42	Completed
12) Platte Valley National Bank Office Complex <b>Public Benefit:</b> curb/sidewalk and right-of-way landscaping	\$458,260.00	\$1,500,000.00	\$245,000.00	Completed
13) Cirrus House (assisted living apartments/housing for the mentally ill) <b>Public Benefit:</b> Construct new public parking lot, landscape, curb/sidewalk work and demolition work for site preparation.	\$47,168.00	\$965,060.00	\$160,107.82	Completed
14) Airport Development LLC (Dana F. Cole & Co building downtown) <b>Public Benefit:</b> Parking lots 6 & 7 redone, alley redone	\$77,759.00	\$835,536.00	\$130,000.00	Completed
15) Reganis LLC Development (Reganis Honda Dealership) <b>Public Benefit:</b> Extend 12th Ave from Talisman to 27th St., Winters Creek Canal covered, landscaping along GGO overlay zone	\$276,423.00	\$2,907,048.00	\$408,000.00	Completed
16) Fairfield Inn <b>Public Benefit:</b> Paving of Winter Creek Drive from Primrose to 12th Avenue	\$217,277.00	\$4,304,232.00	\$980,000.00	Completed
17) Elite Health (medical office building) <b>Public Benefit:</b> Parking lot construction, street paving and landscaping	\$53,255.00	\$14,500,000.00 (estimated)	\$1,835,000.00	In Process



	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	42,629	42,673	42,803		42,874	43,004
ECONOMIC DEVELOPMENT 84-423-33	122	145	130	68	130	130
<b>Total Available</b>	<b>42,751</b>	<b>42,818</b>	<b>42,933</b>	<b>68</b>	<b>43,004</b>	<b>43,134</b>
ECONOMIC DEVELOPMENT 84-423-33	-	-	-	-	-	-
<b>Total Grant Funds</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Accrual Adjustment	78	(56)				
<b>Total Adjusted Expenditures</b>	<b>78</b>	<b>(56)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Cash Balance, September 30	42,673	42,874	42,933		43,004	43,134

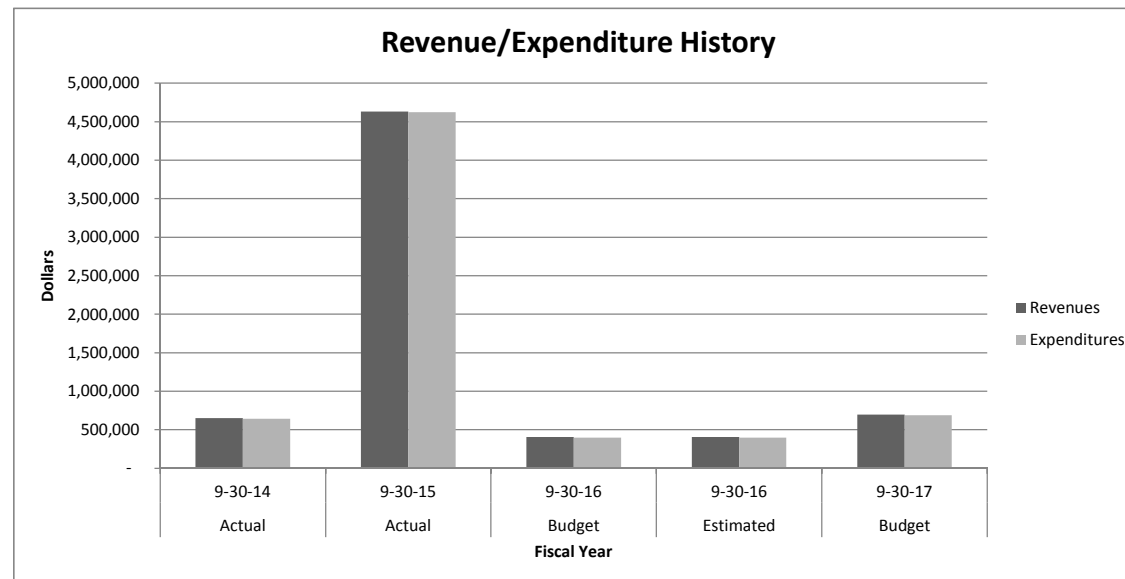


**CDBG Fund**

Community Development Block Grant (CDBG) funds are administered through the Community Development Division of the Development Services Department. The division provides grant administration services for Federal, State and Local grant projects. Primarily, the division prepares applications for CDBG funds to be used in the comprehensive neighborhood revitalization of our blighted neighborhoods. The department conducts all phases of grant administration from approving applications to bidding projects, monitoring construction, completing financial records, and final inspections.

The Community Development Division will assist with community meetings and attitude surveys to determine the projects and areas that need assistance. These projects generally fall into the categories of housing rehabilitation, neighborhood revitalization and public works. The division also administers economic development and rental rehabilitation revolving loan funds. The Nebraska Department of Economic Development monitors all CDBG activities.

	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	7,620	7,629	7,634		7,645	7,679
LEASE PAYMENTS	-	898,540	-	-	-	-
TRANSFER FROM DEBT SERVICE	644,580	-	397,991	375,428	397,989	687,868
INTEREST EARNINGS	22	36	25	12	25	25
BOND PROCEEDS	-	3,725,000	-	-	-	-
<b>Total Available</b>	<b>652,222</b>	<b>4,631,205</b>	<b>405,650</b>	<b>375,440</b>	<b>405,659</b>	<b>695,572</b>
CONTRACTUAL SERVICES	-	214	-	-	-	-
BUILDINGS	-	435,383	-	-	-	-
DEBT SERVICE - PRINCIPAL	510,000	4,000,000	355,000	355,000	355,000	645,000
DEBT SERVICE - INTEREST	134,579	132,373	42,991	20,419	42,980	42,868
BOND EXPENSE	-	51,314	-	-	-	-
<b>Total Leasing Corporation Expenditures</b>	<b>644,579</b>	<b>4,619,283</b>	<b>397,991</b>	<b>375,419</b>	<b>397,980</b>	<b>687,868</b>
Accrual Adjustment	14	4,277				
<b>Total Adjusted Expenditures</b>	<b>644,593</b>	<b>4,623,560</b>	<b>397,991</b>	<b>375,419</b>	<b>397,980</b>	<b>687,868</b>
<b>Cash Balance, September 30</b>	<b>7,629</b>	<b>7,645</b>	<b>7,659</b>		<b>7,679</b>	<b>7,704</b>



**Leasing Corporation Fund**

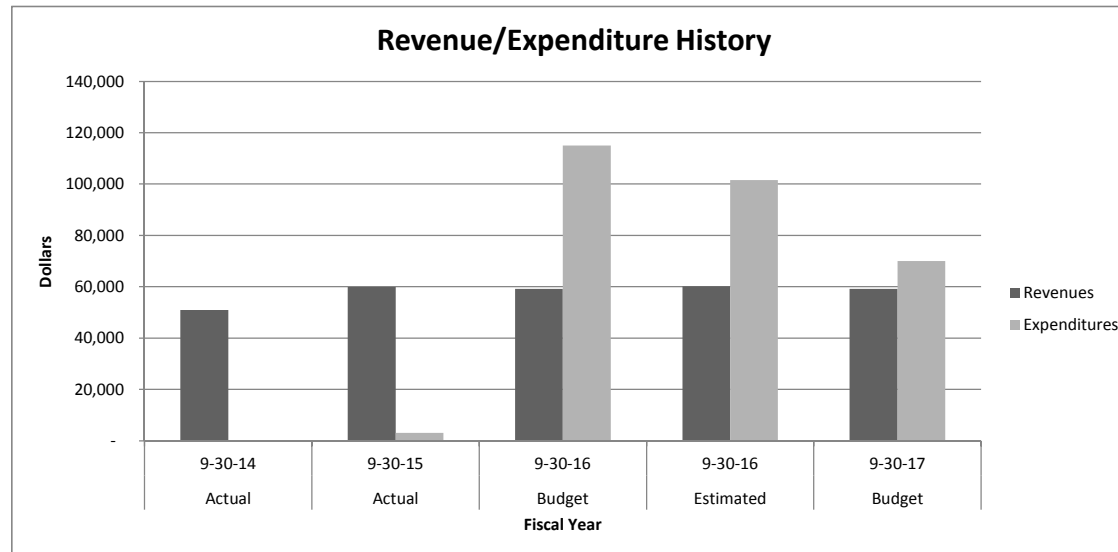
The Leasing Corporation Fund is used to finance the project expenses of capital activities which require lease/purchase financing under Nebraska statutes.

The Scottsbluff City Council also serves as the Board of the Scottsbluff Leasing Corporation.



Public Safety Building - West 18th & Avenue B

	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	-	53,944	109,779		110,789	69,446
PROPERTY TAX-GENERAL	42,223	45,935	50,000	9,521	50,000	50,000
STATE PROPERTY TAX CREDIT	-	1,635	-	999	999	-
MOTOR VEHICLE TAXES	8,611	12,045	9,000	6,002	9,000	9,000
INTEREST EARNINGS	55	272	200	192	200	200
<b>Total Available</b>	<b>50,889</b>	<b>113,831</b>	<b>168,979</b>	<b>16,714</b>	<b>170,988</b>	<b>128,646</b>
<b>EQUIPMENT</b>	-	-	115,000	-	101,542	70,000
<b>Total Capital Projects</b>	-	-	<b>115,000</b>	-	<b>101,542</b>	<b>70,000</b>
Accrual Adjustment	(3,055)	3,042				
<b>Total Adjusted Expenditures</b>	<b>(3,055)</b>	<b>3,042</b>	<b>115,000</b>	-	<b>101,542</b>	<b>70,000</b>
Cash Balance, September 30	53,944	110,789	53,979		69,446	58,646



**Capital Projects Fund**

This fund was created effective October 1, 2013 to allow for the purchase of equipment items for the Administration, Library, Parks and Recreation departments.

Examples of these purchases include vehicles, copiers, mowers, gators and other capital items.

This fund will allow the City to make purchases and replace equipment per a schedule rather than via capital lease.



**Mission Statement**

The Environmental Services Department is committed to providing the best possible service to all citizens and the regional community through responsible trash and recycling collections. We will effectively respond to constituent needs and efficiently deliver services to the community, continue and expand intergovernmental cooperation to bring economies of scale and reduce operational costs.

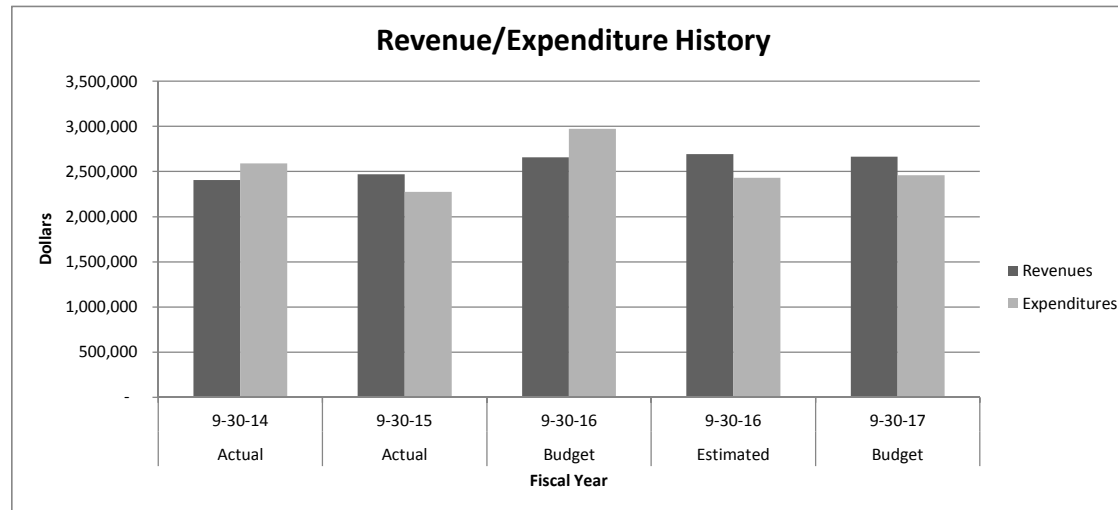
The Environmental Services Fund provides for the operations, maintenance and capital expenditures of the Environmental Services Department. The Environmental Services Department provides specific services including: solid waste and yard waste collection to all residential customers; collection for commercial, industrial and institutional customers; special pickups for items which will not fit in the normal containers; 2.0 cubic yard construction containers; repair and replacement of solid waste containers; additional solid waste and yard waste collections on an individual basis; and a staffed tree dump/compost facility.

The Department also offers electronic and paint recycling, curbside residential and commercial recycling programs, staffed drop-off, processing and community education to the region.



	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	595,118	412,621	378,547		607,459	868,684
REVENUES	2,407,375	2,468,104	2,656,300	1,337,327	2,692,378	2,664,248
<b>Total Available</b>	<b>3,002,493</b>	<b>2,880,725</b>	<b>3,034,847</b>	<b>1,337,327</b>	<b>3,299,837</b>	<b>3,532,932</b>
PERSONAL SERVICES	1,070,689	1,126,725	1,165,012	567,599	1,107,813	1,157,641
OPERATIONS & MAINTENANCE	898,270	894,314	1,021,572	545,553	925,842	1,048,443
CAPITAL OUTLAY	322,499	360,467	730,000	170,359	343,126	200,000
TRANSFERS	55,055	54,713	55,300	27,879	54,372	54,070
DEBT SERVICE	-	-	-	-	-	-
CONTINGENCY	-	-	-	-	-	-
<b>Total Environmental Services Expenditures</b>	<b>2,346,513</b>	<b>2,436,219</b>	<b>2,971,884</b>	<b>1,311,389</b>	<b>2,431,153</b>	<b>2,460,154</b>
Accrual Adjustment	243,359	(162,953)				
<b>Total Adjusted Expenditures</b>	<b>2,589,872</b>	<b>2,273,266</b>	<b>2,971,884</b>	<b>1,311,389</b>	<b>2,431,153</b>	<b>2,460,154</b>
Cash Balance, September 30	412,621	607,459	62,963		868,684	1,072,778

	9-30-13	9-30-14	9-30-15	9-30-16	9-30-17
Full - Time	14	14	14	14	14
Part - Time	-	-	-	-	-



**Mission Statement**

Mandated by Federal and State government, it is the Wastewater Reclamation Department's responsibility to protect public health by providing efficient and economical collection and treatment of wastewater. Through a dedicated effort to enforce and comply with environmental regulations, staff is committed to the preservation and protection of the water environment and our natural resources.

The Wastewater Fund provides for the operation, maintenance and capital expenditures for the sanitary sewer collection system, treatment facility and biosolids process. These operations are governed by the Nebraska Department of Environmental Quality, Title 123 and EPA Regulation 503. The specific areas of operation supported by this fund include:

**Collection Infrastructure** – Employees maintain approximately 90 miles of sanitary sewer main, 1,815 manholes and 5 lift stations while performing an ongoing extensive program where each mile of sewer main is viewed with a sewer camera and cleaned when necessary. Manholes are uncovered, marked and raised to be accessible at all times.

**Wholesale Sewer Collection** – The City has a contract to receive and process effluent flow from the City of Terrytown. Their average annual flow is 49 million gallons.

**Fats, Oils and Grease Program** – Inspect sand and grease traps connected to the sanitary sewer and enforce cleaning requirements established in the Fats, Oils and Grease Ordinance to reduce the amount of solids entering the collection system.

**Treatment Process** – Employees operate and maintain the various pieces of equipment associated with the City's activated sludge, aerated lagoon system with UV disinfection. The annual average of influent flow is 768 million gallons, and effluent flow to the North Platte River is 616 million gallons.

**Sludge and Biosolids Processing** – Our treatment involves an extensive sludge process using a polymer feed system, activated sludge tanks, belt filter press and pumps. Cake solids are made and transported to the Compost Facility where they are mixed with amendments during the drying/turning process. On average, 441 dry metric tons of compost are produced each year.

**In House Laboratory** - Our employees perform sample analysis and process control in our in-house laboratory. An average of 600 samples are collected each month at various points in the treatment process to accurately examine the effectiveness of treatment and make changes to the process as the analysis dictates.



*City of Scottsbluff, Wastewater Treatment Plant*

**Stormwater Collection System** – Employees clean and maintain the stormwater collection system mains and help clean the Scotts Bluff Drain. The Wastewater Fund helps support project costs associated with stormwater infrastructure and personnel.

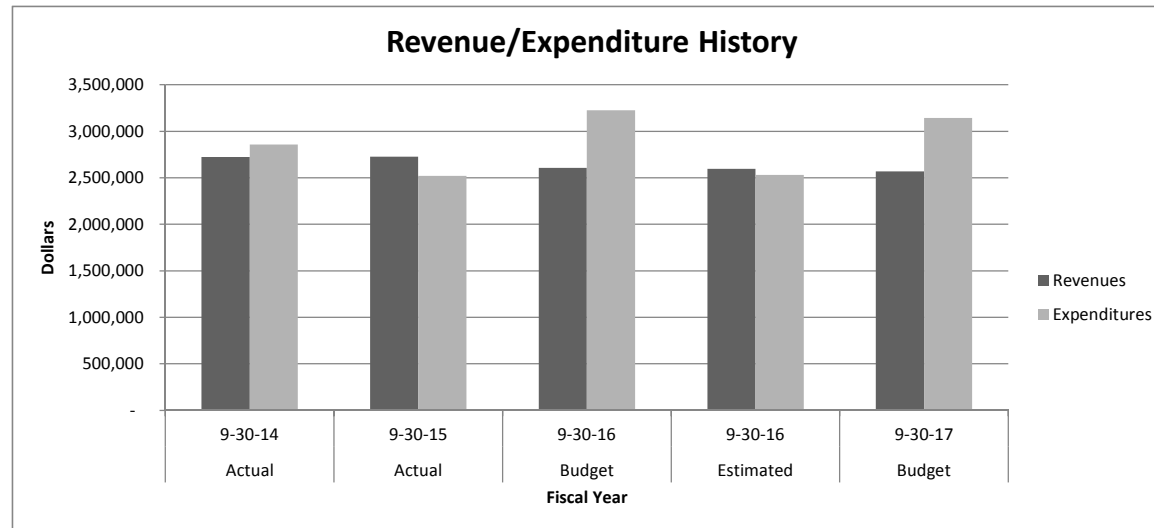
**Customer Service** – Service personnel respond to an average of 40 sewer calls each year. Other calls include assisting customers and contractors with sewer line locations.

**Geographic Information System** - The Fund supports the City's GIS which provides valuable mapping and data collection for the wastewater and stormwater systems.

	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	2,000,823	1,868,857	2,166,681		2,077,172	2,141,242
REVENUES	2,724,394	2,727,619	2,607,521	1,212,344	2,594,947	2,568,538
<b>Total Available</b>	<b>4,725,217</b>	<b>4,596,476</b>	<b>4,774,202</b>	<b>1,212,344</b>	<b>4,672,119</b>	<b>4,709,780</b>
PERSONNEL COSTS	822,611	862,148	904,868	426,304	893,248	875,928
OPERATIONS & MAINTENANCE	490,149	478,832	553,455	277,516	617,384	580,759
CAPITAL OUTLAY	744,220	311,584	779,000	66,516	233,982	301,101
TRANSFERS	141,055	140,713	141,500	70,979	140,372	140,070
DEBT SERVICE	645,890	645,891	645,891	322,945	645,891	645,891
CONTINGENCY	-	-	200,000	-	-	600,000
<b>Total Wastewater Expenditures</b>	<b>2,843,925</b>	<b>2,439,167</b>	<b>3,224,714</b>	<b>1,164,260</b>	<b>2,530,877</b>	<b>3,143,749</b>
Accrual Adjustment	12,435	80,137				
<b>Total Adjusted Expenditures</b>	<b>2,856,360</b>	<b>2,519,304</b>	<b>3,224,714</b>	<b>1,164,260</b>	<b>2,530,877</b>	<b>3,143,749</b>
Cash Balance, September 30	1,868,857	2,077,172	1,549,488		2,141,242	1,566,031

	9-30-13	9-30-14	9-30-15	9-30-16	9-30-17
Full - Time	9	9	9	9	9
Part - Time	-	-	-	-	1



Aeration Basin -  
City of Scottsbluff Wastewater Treatment Plant

**Mission Statement**

The mission of the Water Department is to provide the public with safe drinking water that meets the consumption and fire protection needs of the City while adhering to State and Federal regulations established for public water supplies. To effectively respond to customer needs and maintain our infrastructure in the most efficient and fiscally responsible manner.

The Water Fund provides for the operation, maintenance and capital expenditures of our public water supply that is governed by the Nebraska Department of Health and Human Services, Title 179. The specific areas of operation supported by this fund include:



City of Scottsbluff, Hydropillar

**Water Wells and Storage Towers** The control, maintenance, operation and daily monitoring of 12 public water wells equipped with chemical injection of Sodium Hypochlorite for system disinfection. The combined pumping capacity for the City's system is 14,100 GPM. Five towers offer storage of 2,750,000 gallons of water. The average annual consumption is 1.2 billion gallons.

**Wholesale Water Provider** The City has a contract to provide water to the City of Minatare who uses an average of 42 million gallons on an annual basis. They are connected to our system at Highway 26 and Rebecca Winters Road.

**Infrastructure** – Employees maintain over 120 miles of water main, 943 fire hydrants, 1,527 main valves and 6,429 service lines with curb boxes (property shut-off valves) that make up the distribution system. Employees maintain and repair water mains, fire hydrants, valves, water service lines, curb boxes and install new services for customers.

**Diggers Hotline (One-call) Locates** – Employees respond to an average of 600 diggers hotline locates each month. State law requires everyone to call for locates before digging. Each utility is responsible for responding to locates and marking their lines in the specific dig area. We locate water, sewer and stormwater utilities for the City.

**Water Meters** – The Water Fund supports the purchase of meters used to chart water use for billing purposes. There are 6,351 meters in the system that are read, maintained and repaired by the Water Department. Employees rebuild meters for use in the future when possible.

**Meter Reading** - Meters are radio read style allowing readings to be gathered remotely by passing locations rather than stopping at each of them.

**Cross Connection Control** – Employees mail notice to customers to survey plumbing connections once every five years. 1,551 testable backflow devices are installed to protect customer connections to the public water supply. Employees mail testing notices and track test reports for each device as required by DHHS Title 179.

**Customer Service** – Service personnel respond to an annual average of 3,900 requests involving starting or ending service, high use, reading verification, disconnections for nonpayment, reconnects, meter or radio read problems and leak investigations.

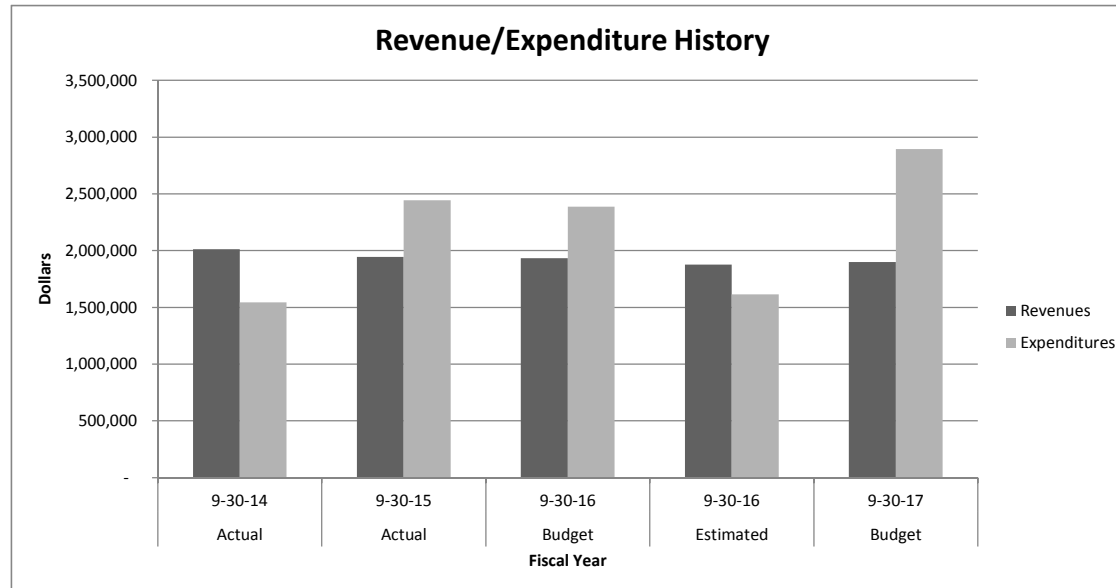
The Water Fund pays for half the Stormwater Program Specialist wage and also helps fund the Geographic Information System (GIS) mapping and data collection for the Water System.



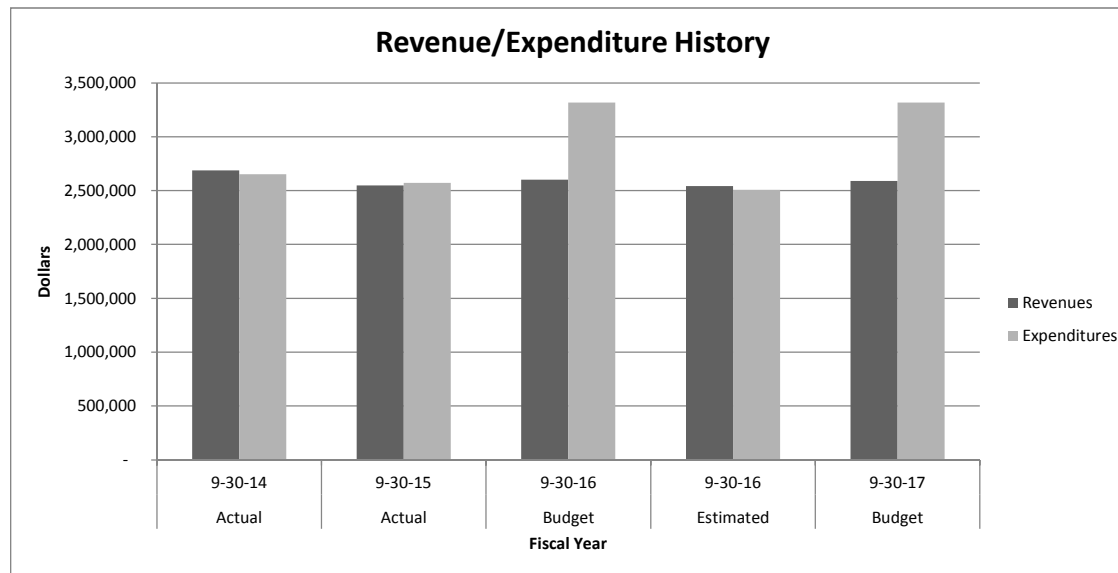
	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	1,630,173	2,097,917	1,588,049		1,598,365	1,860,129
REVENUES	2,011,068	1,944,360	1,932,356	826,920	1,877,527	1,899,466
<b>Total Available</b>	<b>3,641,241</b>	<b>4,042,277</b>	<b>3,520,405</b>	<b>826,920</b>	<b>3,475,892</b>	<b>3,759,595</b>
PERSONNEL COSTS	744,830	791,171	825,911	391,460	791,514	805,196
OPERATIONS & MAINTENANCE	655,962	866,634	672,198	360,378	665,348	857,848
CAPITAL OUTLAY	40,929	641,253	211,000	46,748	80,529	553,000
TRANSFERS	79,055	78,713	77,000	38,729	78,372	78,070
CONTINGENCY	-	-	600,000	-	-	600,000
<b>Total Water Expenditures</b>	<b>1,520,776</b>	<b>2,377,770</b>	<b>2,386,109</b>	<b>837,315</b>	<b>1,615,763</b>	<b>2,894,114</b>
Accrual Adjustment	22,548	66,142				
<b>Total Adjusted Expenditures</b>	<b>1,543,324</b>	<b>2,443,912</b>	<b>2,386,109</b>	<b>837,315</b>	<b>1,615,763</b>	<b>2,894,114</b>
Cash Balance, September 30	2,097,917	1,598,365	1,134,296		1,860,129	865,481
	-	-				

	9-30-13	9-30-14	9-30-15	9-30-16	9-30-17
Full - Time	7	7	7	7	7
Part - Time	1	1	1	1	2



	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	1,340,357	1,375,870	1,349,768		1,351,701	1,387,288
LEASE PAYMENTS	2,648,899	2,510,049	2,565,300	1,352,258	2,505,360	2,565,300
INTEREST EARNINGS FROM GIS	4,220	2,851	3,200	915	1,487	266
INTEREST EARNINGS	3,896	4,548	4,100	2,166	4,100	4,100
LOAN REPAYMENT-MISC	30,000	30,000	30,000	15,000	30,000	20,000
<b>Total Available</b>	<b>4,027,372</b>	<b>3,923,318</b>	<b>3,952,368</b>	<b>1,370,340</b>	<b>3,892,648</b>	<b>3,976,954</b>
DEPARTMENT SUPPLIES	-	-	1,000	-	-	1,000
TRANSFER TO GENERAL FUND	2,648,899	2,510,049	2,565,300	1,352,258	2,505,360	2,565,300
CONTINGENCY	-	63,402	750,000	-	-	750,000
<b>Total Electric Fund</b>	<b>2,648,899</b>	<b>2,573,451</b>	<b>3,316,300</b>	<b>1,352,258</b>	<b>2,505,360</b>	<b>3,316,300</b>
Accrual Adjustment	2,603	(1,834)				
<b>Total Adjusted Expenditures</b>	<b>2,651,502</b>	<b>2,571,617</b>	<b>3,316,300</b>	<b>1,352,258</b>	<b>2,505,360</b>	<b>3,316,300</b>
Cash Balance, September 30	1,375,870	1,351,701	636,068		1,387,288	660,654

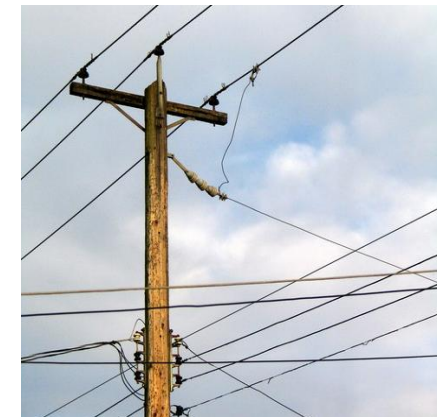


**Electric Fund**

The Electric Fund is an enterprise fund provided for the operation of the City-owned electrical distribution infrastructure.

The City leases the infrastructure to Nebraska Public Power District (NPPD) in exchange for a quarterly lease payment.

NPPD provides all services relating to electrical power production, distribution and customer service in the City of Scottsbluff.



The Stormwater Fund was created to detail the City's financial commitment to maintaining and improving its stormwater collection system including the Scottsbluff Drain.

Stormwater is the water that flows after a rainstorm or snowmelt. Unlike waste water, storm water is not treated. What gets in the water, stays in the water. Sediment, litter, pet waste, yard waste, fertilizers or pesticides, and vehicle fluids are all common pollutants found in stormwater. Scottsbluff is required under the federal National Pollutant Discharge Elimination System (NPDES) to protect its runoff from pollution to the maximum extent practicable. The Stormwater fund facilitates the programming to make that goal possible through education, training, inspections, and maintenance of the Municipal Separate Storm Sewer System (MS4) including the Scottsbluff Drain. Stormwater is currently funded by the Waste Water fund, the stormwater surcharge, and state grant funds from Nebraska Department of Environmental Quality (NDEQ).



Scottsbluff Public Library - Bioswale



East Overland entrance



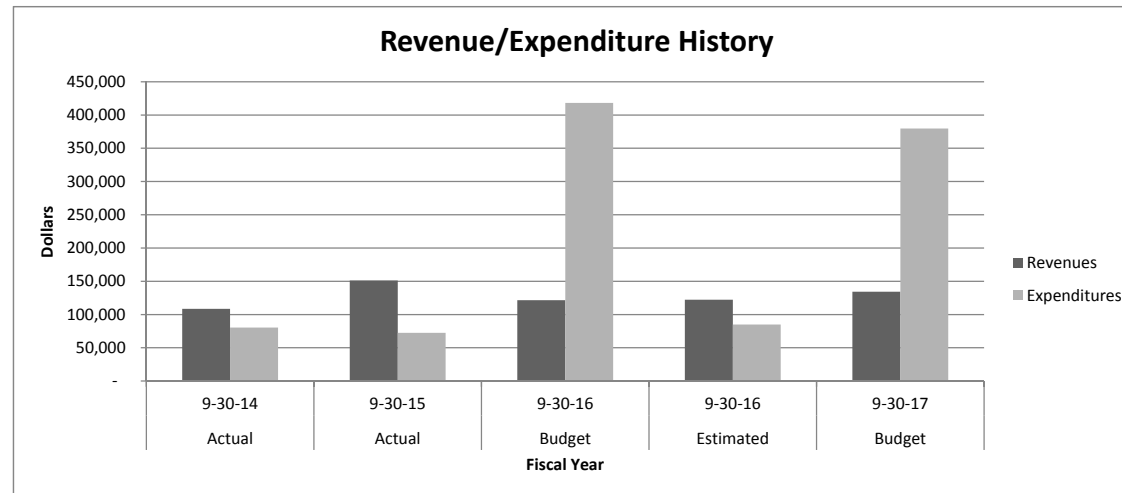
1st Avenue & 18th Street



Avenue A & 18th Street

	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	433,799	461,953	561,394		540,613	577,865
PERMITS	2,000	100	300	800	1,000	300
GRANT - STATE	22,930	68,759	28,759	28,759	28,759	28,759
STORMWATER SURCHARGE	17,541	30,533	41,250	20,793	41,250	54,000
REVENUES FROM DEPARTMENTS	50,000	50,000	50,000	25,000	50,000	50,000
INTEREST EARNINGS	1,288	1,731	1,200	892	1,200	1,200
MISCELLANEOUS	14,735	-	-	-	-	-
<b>Total Available</b>	<b>542,293</b>	<b>613,076</b>	<b>682,903</b>	<b>76,244</b>	<b>662,822</b>	<b>712,124</b>
<b>OPERATIONS &amp; MAINTENANCE</b>	<b>78,106</b>	<b>58,023</b>	<b>418,073</b>	<b>54,944</b>	<b>84,957</b>	<b>129,729</b>
CAPITAL OUTLAY	15,082	-	-	-	-	-
CONTINGENCY	-	-	-	-	-	250,000
<b>Total Stormwater Expenditures</b>	<b>93,188</b>	<b>58,023</b>	<b>418,073</b>	<b>54,944</b>	<b>84,957</b>	<b>379,729</b>
Accrual Adjustment	(12,848)	14,440				
<b>Total Adjusted Expenditures</b>	<b>80,340</b>	<b>72,463</b>	<b>418,073</b>	<b>54,944</b>	<b>84,957</b>	<b>379,729</b>
Assigned fund balance - Scottsbluff Drain Project	-	-	200,000		200,000	200,000
UNASSIGNED CASH BALANCE	-	-	-		377,865	132,395
<b>Cash Balance, September 30</b>	<b>461,953</b>	<b>540,613</b>	<b>64,830</b>		<b>577,865</b>	<b>332,395</b>

	9-30-13	9-30-14	9-30-15	9-30-16	9-30-17
Full - Time	1	1	1	1	-
Part - Time	-	-	-	-	-



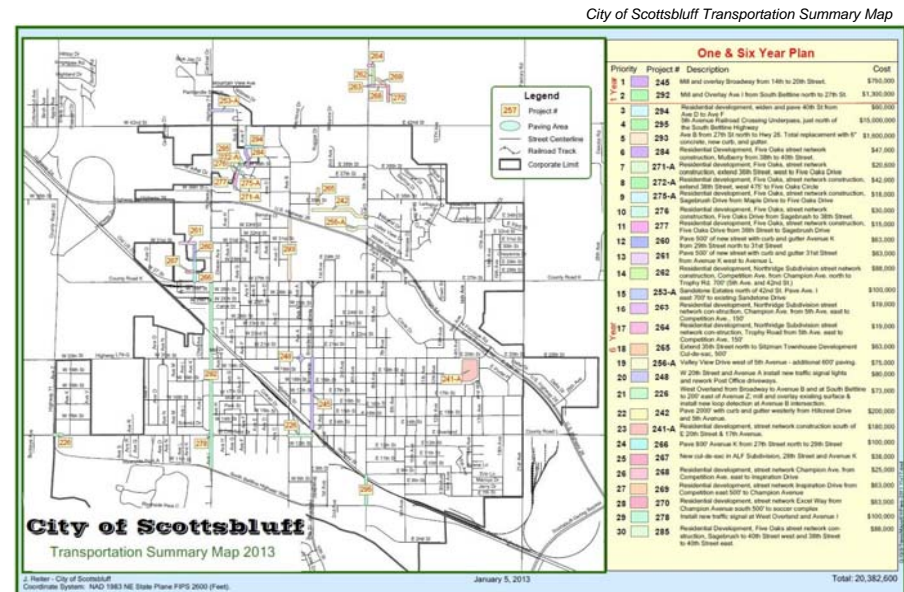
The GIS Services Division is responsible for the maintenance and distribution of the City's Enterprise Geographic Information System data and its services. Funding for GIS is provided primarily by other City Departments; including Water, Water Reclamation, Transportation and Development Services. GIS is available to serve any and all City Departments and integration of GIS information into daily work flows occurs in many of them.

City GIS data is stored and maintained on site and is accessible to many users simultaneously through either ArcGIS Desktop software or more commonly Beehive software. Beehive software contains entry form and reporting capabilities that are integrated with GIS mapping which provides an easy to use map interface for entry of data and management of data. Several departments, including Development Services and Code Enforcement, use Beehive/GIS almost exclusively for data management and entry purposes. Most other City Departments use it in either data viewing or data management or a combination of the two. A GIS website developed by Beehive is also accessible to the general public. Other major uses of GIS currently include the Sewer Department mapping and camera system, Utility Department locator mapping, special projects, and other day to day requests.

Looking into the near future, maintaining and adding to GIS datasets as City growth/change demands will remain a priority. GIS will also continue to enhance access and use of GIS information by proliferating Beehive software into other City departments further. The City has also entered into a short term agreement with Scotts Bluff County for purchase of Pictometry 3D aerial photos which will serve a need for accurate and up to date aerial photos for City software users as well as the general public. GIS will remain a central component in day to day Wastewater routine maintenance and mapping operations and work will also continue to upgrade datasets for other utilities departments. .



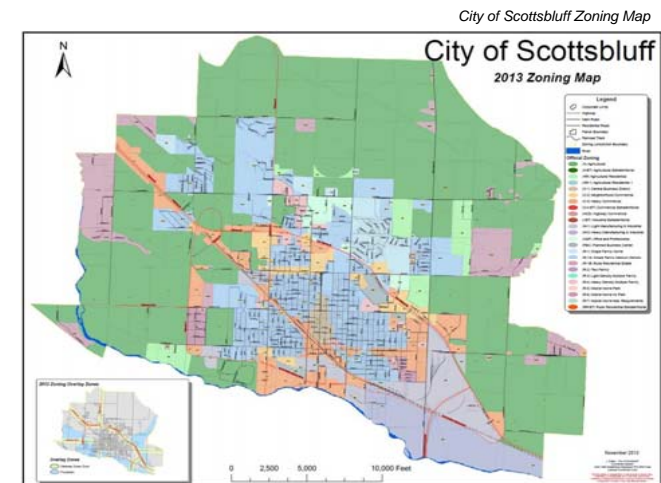
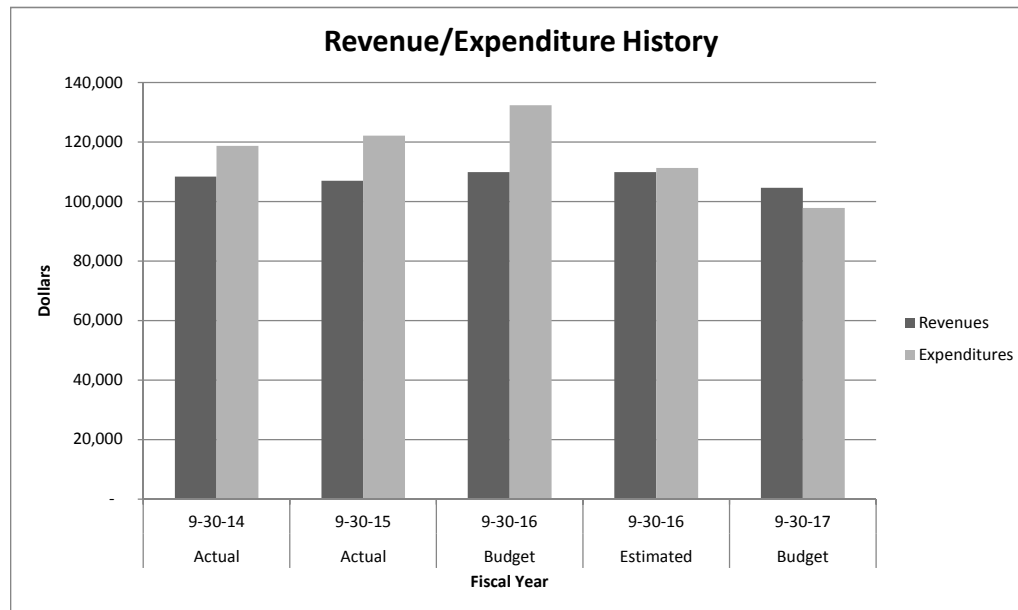
City of Scottsbluff Parks Map



	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	47,440	37,119	23,019		21,935	20,555
TRANSFERS FROM OTHER FUNDS	108,220	106,851	109,800	55,815	109,800	104,500
INTEREST EARNINGS	134	116	110	41	100	100
MISCELLANEOUS	100	-	-	50	50	-
<b>Total Available</b>	<b>155,894</b>	<b>144,086</b>	<b>132,929</b>	<b>55,906</b>	<b>131,885</b>	<b>125,155</b>
PERSONNEL COSTS	73,978	76,428	79,534	32,130	60,868	58,072
OPERATIONS & MAINTENANCE	10,422	12,912	19,725	10,101	18,975	19,575
CAPITAL OUTLAY	-	-	-	-	-	-
DEBT SERVICE	34,220	32,851	33,200	15,915	31,487	20,266
CONTINGENCY	-	-	-	-	-	-
<b>Total GIS Services</b>	<b>118,620</b>	<b>122,191</b>	<b>132,459</b>	<b>58,146</b>	<b>111,330</b>	<b>97,913</b>
Accrual Adjustment	155	(40)				
<b>Total Adjusted Expenditures</b>	<b>118,775</b>	<b>122,151</b>	<b>132,459</b>	<b>58,146</b>	<b>111,330</b>	<b>97,913</b>
Cash Balance, September 30	37,119	21,935	470		20,555	27,242

	9-30-13	9-30-14	9-30-15	9-30-16	9-30-17
Full - Time	1	1	1	1	1
Part - Time	-	-	-	-	-



	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	-	-	-	-	-	-
INTEREST EARNINGS	-	-	-	-	-	25
REVENUES FROM DEPARTMENTS	-	-	-	-	-	210,300
<b>Total Available</b>	-	-	-	-	-	<b>210,325</b>
PERSONNEL COSTS	-	-	-	-	-	144,117
OPERATIONS & MAINTENANCE	-	-	-	-	-	62,390
CAPITAL OUTLAY	-	-	-	-	-	-
TRANSFERS	-	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-
CONTINGENCY	-	-	-	-	-	-
<b>Total Central Garage</b>	-	-	-	-	-	<b>206,507</b>
Accrual Adjustment	-	-	-	-	-	-
<b>Total Adjusted Expenditures</b>	-	-	-	-	-	<b>206,507</b>
Cash Balance, September 30	-	-	-	-	-	<b>3,818</b>

	9-30-13	9-30-14	9-30-15	9-30-16	9-30-17
Full - Time	-	-	-	-	2
Part - Time	-	-	-	-	-



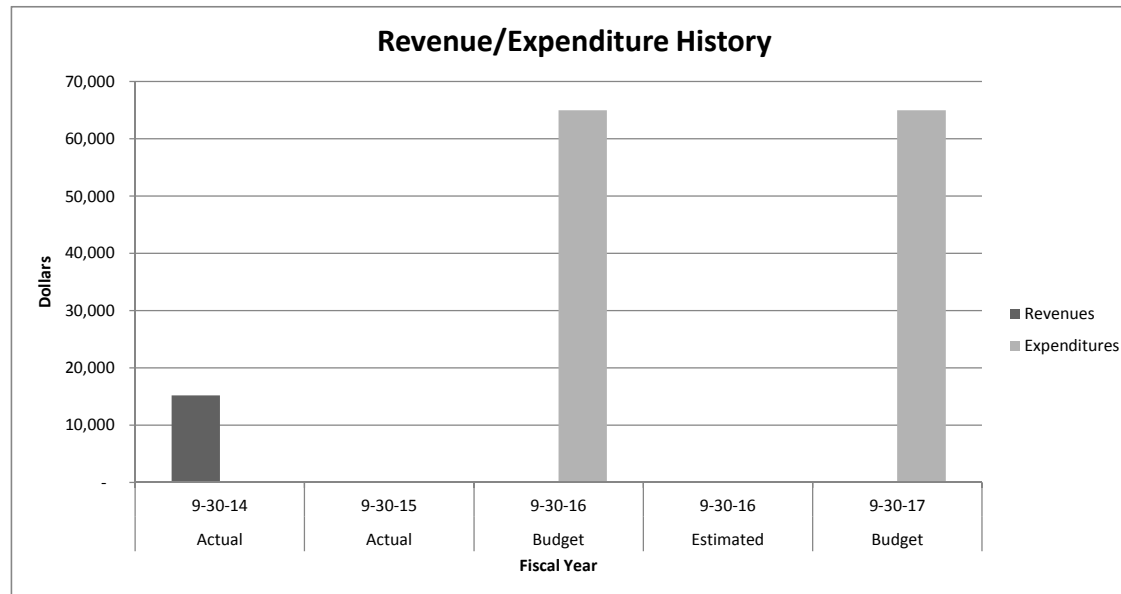
**Central Garage Fund**

The Central Garage Fund is an internal service fund that provides for the operations of a City owned garage to service and maintain the City's fleet of vehicles and some moveable equipment.

The Central Garage will implement a preventative maintenance program for all vehicles and some movable equipment so as to prolong the life and usefulness of the City's vehicle and equipment assets across all Departments and funds.



	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	53,195	68,300	68,510		68,622	68,832
REVENUE FROM EMPLOYER	15,075	-	-	-	-	-
INTEREST EARNINGS	128	232	210	109	210	210
<b>Total Available</b>	<b>68,398</b>	<b>68,532</b>	<b>68,720</b>	<b>109</b>	<b>68,832</b>	<b>69,042</b>
CONTRACTUAL SERVICES	-	-	-			
CONTINGENCY	-	-	-			
PAYMENT TO STATE	29	-	65,000	-	-	65,000
<b>Total Unemployment Compensation</b>	<b>29</b>	<b>-</b>	<b>65,000</b>	<b>-</b>	<b>-</b>	<b>65,000</b>
Accrual Adjustment	69	(90)				
<b>Total Adjusted Expenditures</b>	<b>98</b>	<b>(90)</b>	<b>65,000</b>	<b>-</b>	<b>-</b>	<b>65,000</b>
<b>Cash Balance, September 30</b>	<b>68,300</b>	<b>68,622</b>	<b>3,720</b>		<b>68,832</b>	<b>4,042</b>

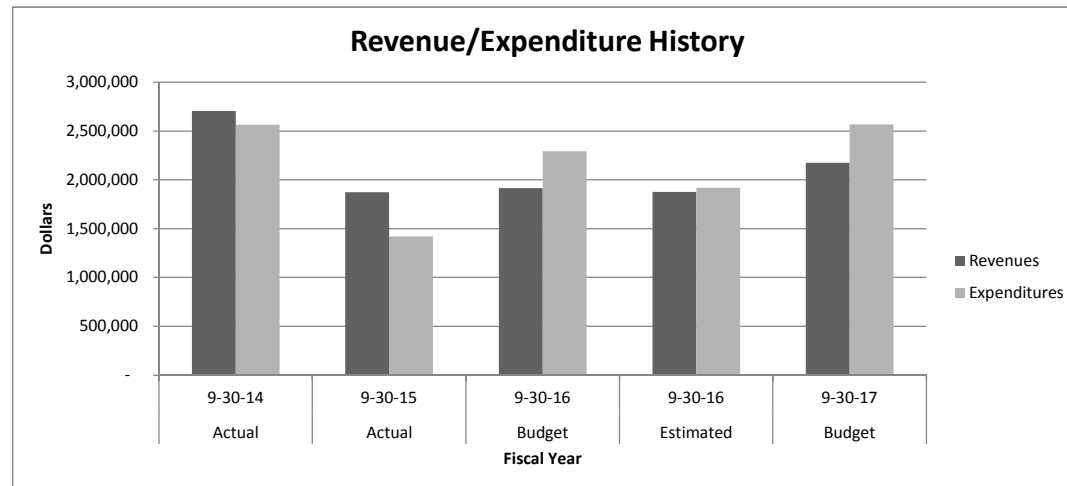


**Unemployment Compensation Fund**

The Unemployment Compensation Fund is used for the payment of premiums and claims under the State Unemployment Compensation System.



	Actual 9-30-14	Actual 9-30-15	Adopted Budget 9-30-16	Six Month Actual 9-30-16	Estimated Actual 9-30-16	Approved Budget 9-30-17
Cash Balance, October 1	560,610	700,729	548,897		1,155,709	1,113,140
FLEX REVENUE FROM EMPLOYEES	13,794	12,068	11,600	5,122	9,000	12,000
COBRA PYMTS-FORMER EMPLOYEES	909	214	1,000	493	3,500	1,000
REVENUE FROM EMPLOYEES	8,241	-	-	-	37,450	38,000
REVENUE FROM EMPLOYER	1,711,190	1,823,042	1,800,000	941,975	1,800,000	2,110,756
INTEREST EARNINGS	1,704	3,100	2,200	1,811	2,700	2,200
MISCELLANEOUS INCOME	-	448	-	-	-	-
REVENUE RE-INSURANCE CARRIER	969,382	35,794	100,000	-	22,806	10,000
<b>Total Available</b>	<b>3,265,830</b>	<b>2,575,395</b>	<b>2,463,697</b>	<b>949,401</b>	<b>3,031,165</b>	<b>3,287,096</b>
CONTRACTUAL SERVICES	6,210	5,500	10,000	6,380	13,000	17,000
SCHOOL & CONFERENCE	50	75	200	-	-	-
PREMIUM EXPENSE	447,796	468,620	500,000	231,059	480,000	530,000
CLAIMS EXPENSE	2,091,167	915,592	1,750,000	681,154	1,400,000	2,000,000
FLEXIBLE BENFT EXPENSES	18,214	8,923	10,000	7,899	10,000	12,000
TAX EXPENSE	642	21,232	22,000	14,318	15,025	9,600
<b>Total Health Insurance</b>	<b>2,564,079</b>	<b>1,419,942</b>	<b>2,292,200</b>	<b>940,810</b>	<b>1,918,025</b>	<b>2,568,600</b>
Accrual Adjustment	1,022	(256)				
<b>Total Adjusted Expenditures</b>	<b>2,565,101</b>	<b>1,419,686</b>	<b>2,292,200</b>	<b>940,810</b>	<b>1,918,025</b>	<b>2,568,600</b>
Cash Balance, September 30	700,729	1,155,709	171,497		1,113,140	718,496



**HEALTH INSURANCE FUND**

The Health Insurance Fund provides for the administration of the City's partially self-funded employee benefits program.

The City's fixed (premium) and variable (claims) expenses are run through this fund and are reimbursed on a per employee basis from both employee payroll deduction and transfers from other City funds.

**Capital Improvements Budget - All Funds/Departments**

Department	Project	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Source of Funds
<b>Administration</b>	Computer Workstations	15,000	18,000	18,000	18,000	18,000	18,000	General Fund/MIS Department
	City Hall Safety Upgrades	50,000						Capital Projects Fund
	1 copier			10,000				Capital Projects Fund
	<b>Total</b>	<b>65,000</b>	<b>18,000</b>	<b>28,000</b>	<b>18,000</b>	<b>18,000</b>	<b>18,000</b>	
<b>BID</b>	Structures	60,000						Business Improvement District Fund
	<b>Total</b>	<b>60,000</b>	-	-	-	-	-	
<b>Cemetery</b>	Mower	17,000						Cemetery Fund
	Land acquisition	500,000 *						Cemetery Perpetual Fund
	Directory		25,000					Cemetery Fund
	Landscape Design & Plants		25,000					Cemetery Fund
	Excavator & Loader		77,000					Cemetery Fund
<b>Total</b>	<b>517,000</b>	<b>127,000</b>	-	-	-	-		
<b>Development Services</b>	GPS Rangefinder	14,000						Capital Projects Fund
	<b>Total</b>	<b>14,000</b>	-	-	-	-	-	
<b>Economic Development</b>	Development	1,000,000 *						Economic Development/LB840
<b>Total</b>	<b>1,000,000</b>	-	-	-	-	-	-	
<b>Emergency Management</b>	Outdoor Warning Sirens	15,000	75,699	50,165	53,677	57,434	61,455	Public Safety Fund
	<b>Total</b>	<b>15,000</b>	<b>75,699</b>	<b>50,165</b>	<b>53,677</b>	<b>57,434</b>	<b>61,455</b>	
<b>Environmental Services</b>	Replacement Trucks	200,000	205,000	210,000	430,000	440,000	450,000	Environmental Services Fund
	Compost Facility Upgrades/Pad		500,000	500,000	260,000			Environmental Services Fund
	<b>Total</b>	<b>200,000</b>	<b>705,000</b>	<b>710,000</b>	<b>690,000</b>	<b>440,000</b>	<b>450,000</b>	
<b>Fire</b>	Firehouse Software Upgrade	10,000						Mutual Fire Organization Fund
	Rescue Truck Grant Match	15,000						Mutual Fire Organization Fund
	<b>Total</b>	<b>25,000</b>	-	-	-	-	-	
<b>Industrial Sites</b>	Land acquisition/development	300,000 *						Industrial Sites Fund
<b>Total</b>	<b>300,000</b>	-	-	-	-	-	-	

**Capital Improvements Budget - All Funds/Departments**

Department	Project	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Source of Funds
<b>KENO</b>	Community betterment projects	65,000 *	65,000	65,000	65,000	65,000	65,000	KENO Fund
	<b>Total</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	<b>65,000</b>	
<b>Library</b>	Security Cameras	8,000						Public Safety Fund
	LED Lighting		18,000					Capital Projects Fund
	1 copier			10,000				Capital Projects Fund
	<b>Total</b>	<b>8,000</b>	<b>18,000</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Parks</b>	Snowplow Blades	6,000						Capital Projects Fund
	Monmument Valley Pathway	100,000						General Fund/Parks Department
	Mower		55,000					Capital Projects Fund
	Tractor		36,000					Capital Projects Fund
	1 Ton Flatbed Truck			38,000				Capital Projects Fund
	Pickup Truck			31,000				Capital Projects Fund
	Picnic Tables			5,000				Capital Projects Fund
	Backhoe Loader				75,000			Capital Projects Fund
	Pathway Improvements				10,000			Capital Projects Fund
	Skid Steer				38,000			Capital Projects Fund
	<b>Total</b>	<b>106,000</b>	<b>91,000</b>	<b>74,000</b>	<b>123,000</b>	<b>-</b>	<b>-</b>	
<b>Police</b>	Copier	7,000	1,000	1,000	1,000	1,000	1,000	Public Safety Fund
	Security Upgrades (OEZ)	6,000						Public Safety Fund
	Body Armor	9,000	10,000	10,000	11,000	11,000	12,000	Public Safety Fund
	Marked Patrol Cars (2)	90,000	90,000	90,000	100,000	100,000	110,000	Public Safety Fund
	Records System	50,000	125,000	125,000				Public Safety Fund
	In-Car Video Software	15,000						Public Safety Fund
	Station 2 Security		6,000					Public Safety Fund
	<b>Total</b>	<b>177,000</b>	<b>232,000</b>	<b>226,000</b>	<b>112,000</b>	<b>112,000</b>	<b>123,000</b>	
<b>Recreation</b>	Campground Building		50,000	50,000	50,000	50,000	50,000	General Fund
	Splash Pad Westmoor		125,000					General Fund
	<b>Total</b>	<b>-</b>	<b>175,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>	
<b>Transportation</b>	Pickup Truck	30,000						Streets Fund
	Backhoe w/ attachments	165,000						Streets Fund
	Broadway Bumpouts	605,000						Streets Fund
	Dump Truck/Plow/Sander		145,000					Streets Fund
	3/4 Ton Flatbed		30,000					Streets Fund
	Street Sweeper			200,000	200,000			Streets Fund
	Front End Loader					200,000		Streets Fund
	Motor Grader						225,000	Streets Fund
	<b>Total</b>	<b>800,000</b>	<b>175,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>225,000</b>	

**Capital Improvements Budget - All Funds/Departments**

Department	Project	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Source of Funds
<b>Water</b>	Broadway Pipe Replacement	503,000	503,000					Water Fund
	Water Well Maintenance	50,000	30,000	30,000	30,000	30,000	30,000	Water Fund
	Pickup Truck(s)		30,000		32,000		33,000	Water Fund
	Airport Loop				150,000			Water Fund
	Tower Corrosion Control						400,000	Water Fund
<b>Total</b>		<b>553,000</b>	<b>563,000</b>	<b>30,000</b>	<b>212,000</b>	<b>30,000</b>	<b>463,000</b>	
<b>Wastewater</b>	E 27th Infrastructure Replace	204,101						Wastewater Fund
	Sewer Main Inceptor	4,185,436						Economic Development Fund
	Fine Screen Rehab	30,000						Wastewater Fund
	Camera Piper	37,000						Wastewater Fund
	Pickup Truck(s)	30,000		32,000		33,000		Wastewater Fund
	Relining		65,000					Wastewater Fund
	Sewer Jet			450,000				Wastewater Fund
	Sewer Van & Equipment				141,000			Wastewater Fund
	Dump Truck					81,000		Wastewater Fund
	Replace Blower #1						50,000	Wastewater Fund
	Update SCADA						31,000	Wastewater Fund
	Slide Slope Mower						115,000	Wastewater Fund
<b>Total</b>		<b>4,486,537</b>	<b>65,000</b>	<b>482,000</b>	<b>141,000</b>	<b>114,000</b>	<b>196,000</b>	
<b>Total Government-wide</b>		<b><u>8,391,537</u></b>	<b><u>2,134,699</u></b>	<b><u>1,875,165</u></b>	<b><u>1,614,677</u></b>	<b><u>1,036,434</u></b>	<b><u>1,601,455</u></b>	

\* Specific projects have yet to be identified. Funds are set aside for potential expenditures.



Proposed pedestrian bridge over Highway 26 at 2nd Avenue - Monument Valley Pathway

**2016-2017  
STATE OF NEBRASKA  
CITY/VILLAGE BUDGET FORM**

**SCOTTSBLUFF**  
TO THE COUNTY BOARD AND COUNTY CLERK OF  
SCOTTS BLUFF County

**This budget is for the Period October 1, 2016 through September 30, 2017**

**Upon Filing, The Entity Certifies the Information Submitted on this Form to be Correct:**

The following **PERSONAL AND REAL PROPERTY TAX** is requested for the ensuing year:

\$	1,140,593.00	Property Taxes for Non-Bond Purposes
\$	680,942.00	Principal and Interest on Bonds
\$	1,821,535.00	<b>Total Personal and Real Property Tax Required</b>

**Outstanding Bonded Indebtedness as of October 1, 2016**  
*(As of the Beginning of the Budget Year)*

Principal	\$	6,325,000.00
Interest	\$	297,592.50
<b>Total Bonded Indebtedness</b>	\$	<b>6,622,592.50</b>

\$	818,257,209	<b>Total Certified Valuation (All Counties)</b>
----	-------------	-------------------------------------------------

*(Certification of Valuation(s) from County Assessor **MUST** be attached)*

**Report of Joint Public Agency & Interlocal Agreements**

Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2015 through June 30, 2016?

YES                       NO

*If YES, Please submit Interlocal Agreement Report by December 31, 2016.*

**County Clerk's Use ONLY**

**Report of Trade Names, Corporate Names & Business Names**

Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2015 through June 30, 2016?

YES                       NO

*If YES, Please submit Trade Name Report by December 31, 2016.*

**APA Contact Information**

Auditor of Public Accounts  
State Capitol, Suite 2303  
Lincoln, NE 68509

**Telephone:** (402) 471-2111                      **FAX:** (402) 471-3301

**Website:** [www.auditors.nebraska.gov](http://www.auditors.nebraska.gov)

**Questions - E-Mail:** [Deann.Haeffner@nebraska.gov](mailto:Deann.Haeffner@nebraska.gov)

**Submission Information**

**Budget Due by 9-20-2016**

**Submit budget to:**

1. Auditor of Public Accounts -Electronically on Website or Mail
2. County Board (SEC. 13-508), C/O County Clerk

SCOTTSSLUFF in SCOTTSS BLUFF County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2014 - 2015 (Column 1)	Actual/Estimated 2015 - 2016 (Column 2)	Adopted Budget 2016 - 2017 (Column 3)
1	Net Cash Balance	\$ 3,167,969.00	\$ 3,938,122.00	\$ 3,153,983.00
2	Investments	\$ 21,249,772.00	\$ 20,851,691.00	\$ 23,500,000.00
3	County Treasurer's Balance	\$ 91,157.00	\$ 80,520.00	\$ 80,000.00
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)			\$ -
5	<b>Subtotal of Beginning Balances (Lines 1 thru 4)</b>	\$ 24,508,898.00	\$ 24,870,333.00	\$ 26,733,983.00
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 1,613,171.00	\$ 1,773,384.00	\$ 1,803,500.00
7	Federal Receipts	\$ 34,905.00	\$ 7,808.00	\$ -
8	State Receipts: Motor Vehicle Pro-Rate	\$ 7,407.00	\$ 7,200.00	\$ 7,200.00
9	State Receipts: MIRF	\$ -	\$ -	\$ -
10	State Receipts: Highway Allocation and Incentives	\$ 1,491,237.00	\$ 1,497,015.00	\$ 1,570,752.00
11	State Receipts: Motor Vehicle Fee	\$ 122,174.00	\$ 110,000.00	\$ 110,000.00
12	State Receipts: State Aid	\$ -		
13	State Receipts: Municipal Equalization Aid	\$ 53,695.00	\$ 58,367.00	\$ 67,961.00
14	State Receipts: Other	\$ 525,614.00	\$ 674,640.00	\$ 472,509.00
15	State Receipts: Property Tax Credit	\$ -	\$ -	
16	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -
17	Local Receipts: Motor Vehicle Tax	\$ 261,728.00	\$ 239,400.00	\$ 239,400.00
18	Local Receipts: Local Option Sales Tax	\$ 6,013,750.00	\$ 6,047,467.00	\$ 5,920,176.00
19	Local Receipts: In Lieu of Tax	\$ 113,914.00	\$ 111,000.00	\$ 111,000.00
20	Local Receipts: Other	\$ 19,950,603.00	\$ 14,090,041.00	\$ 15,104,206.00
21	Transfers In of Surplus Fees	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
22	Transfers In Other Than Surplus Fees	\$ 2,817,844.00	\$ 3,190,150.00	\$ 3,564,668.00
23	Proprietary Function Funds (Only if Page 6 is Used)			\$ -
24	<b>Total Resources Available (Lines 5 thru 23)</b>	\$ 57,664,940.00	\$ 52,826,805.00	\$ 55,855,355.00
25	<b>Total Disbursements &amp; Transfers (Line 22, Pg 3, 4 &amp; 5)</b>	\$ 32,794,607.00	\$ 26,092,822.00	\$ 41,685,508.00
26	<b>Balance Forward/Cash Reserve (Line 24 MINUS Line 25)</b>	\$ 24,870,333.00	\$ 26,733,983.00	\$ 14,169,847.00
27	Cash Reserve Percentage			47%
<b>PROPERTY TAX RECAP</b>		Tax from Line 6		\$ 1,803,500.00
		County Treasurer's Commission at 1% of Line 6		\$ 18,035.00
		Delinquent Tax Allowance		
		<b>Total Property Tax Requirement</b>		\$ 1,821,535.00

# SCOTTSBLUFF in SCOTTS BLUFF County

## To Assist the County For Levy Setting Purposes

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your municipality needs more of a breakdown for levy setting purposes, complete the section below.

Property Tax Request by Fund:		Property Tax Request
General Fund	\$	1,086,493.00
Bond Fund	\$	680,942.00
Business Improvement Fund	\$	54,100.00
_____ Fund		
<b>Total Tax Request</b>	<b>** \$</b>	<b>1,821,535.00</b>

\*\* This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page 1.

## Cash Reserve Funds

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50%, you can list below funds being held in a special reserve fund.

<u>Special Reserve Fund Name</u>	<u>Amount</u>
_____	
_____	
_____	
_____	
Total Special Reserve Funds	\$ -
Total Cash Reserve	\$ 14,169,847.00
Remaining Cash Reserve	\$ 14,169,847.00
Remaining Cash _____	

## Documentation of Transfers of Surplus Fees:

*(Only complete if Transfers of Surplus Fees Were Budgeted)*

Please explain where the monies will be transferred from, where the monies will be transferred to, and the reason for the transfer.

Transfer From:	Transfer To:
<u>Environmental Services</u>	<u>General</u>
Amount: \$	54,000.00

Reason: Fund expenses for general services such as public safety, parks

Transfer From:	Transfer To:
<u>Wastewater</u>	<u>General</u>
Amount: \$	54,000.00

Reason: Fund expenses for general services such as public safety, parks

Transfer From:	Transfer To:
<u>Water</u>	<u>General</u>
Amount: \$	42,000.00

Reason: Fund expenses for general services such as public safety, parks

**SCOTTSBLUFF in SCOTTS BLUFF County**

Line No.	2016-2017 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	TOTAL
1	Governmental:						
2	General Government	\$ 3,466,362.00		\$ 15,000.00			\$ 3,481,362.00
3	Public Safety - Police and Fire	\$ 5,559,686.00		\$ 225,000.00	\$ 66,525.00		\$ 5,851,211.00
4	Public Safety - Other						\$ -
5	Public Works - Streets	\$ 2,333,288.00	\$ 665,000.00	\$ 195,000.00	\$ 723,774.00	\$ 52,070.00	\$ 3,969,132.00
6	Public Works - Other	\$ 501,603.00			\$ 20,266.00	\$ 7,000.00	\$ 528,869.00
7	Public Health and Social Services	\$ 195,573.00	\$ 500,000.00	\$ 17,000.00		\$ 130,000.00	\$ 842,573.00
8	Culture and Recreation	\$ 2,538,105.00	\$ 302,000.00				\$ 2,840,105.00
9	Community Development	\$ 1,596,492.00	\$ 4,185,436.00		\$ 167,000.00		\$ 5,948,928.00
10	Miscellaneous	\$ 5,034,546.00	\$ 300,000.00	\$ 70,000.00	\$ 687,868.00	\$ 3,253,168.00	\$ 9,345,582.00
11	Business-Type Activities:						
12	Airport						\$ -
13	Nursing Home						\$ -
14	Hospital						\$ -
15	Electric Utility						\$ -
16	Solid Waste	\$ 2,206,084.00		\$ 200,000.00		\$ 54,070.00	\$ 2,460,154.00
17	Transportation						\$ -
18	Wastewater	\$ 2,436,416.00	\$ 204,101.00	\$ 97,000.00	\$ 645,891.00	\$ 140,070.00	\$ 3,523,478.00
19	Water	\$ 2,263,044.00	\$ 503,000.00	\$ 50,000.00		\$ 78,070.00	\$ 2,894,114.00
20	Other						\$ -
21	Proprietary Function Funds (Page 6)					\$ -	\$ -
22	<b>Total Disbursements &amp; Transfers (Lns 2 thru 21)</b>	<b>\$ 28,131,199.00</b>	<b>\$ 6,659,537.00</b>	<b>\$ 869,000.00</b>	<b>\$ 2,311,324.00</b>	<b>\$ 3,714,448.00</b>	<b>\$ 41,685,508.00</b>

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, Transfers, Transfers of Surplus Fees, and Proprietary Function Funds if a separate budget is filed.



**SCOTTSSLUFF in SCOTTSS BLUFF County**

Line No.	2015-2016 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	TOTAL
1	Governmental:						
2	General Government	\$ 2,543,696.00		\$ 11,795.00		\$ 4,000.00	\$ 2,559,491.00
3	Public Safety - Police and Fire	\$ 4,953,301.00		\$ 75,000.00	\$ 63,521.00		\$ 5,091,822.00
4	Public Safety - Other						\$ -
5	Public Works - Streets	\$ 2,137,867.00	\$ 560,000.00	\$ 195,000.00	\$ 266,625.00	\$ 52,372.00	\$ 3,211,864.00
6	Public Works - Other	\$ 588,315.00			\$ 31,487.00	\$ 7,000.00	\$ 626,802.00
7	Public Health and Social Services	\$ 192,755.00				\$ 100,000.00	\$ 292,755.00
8	Culture and Recreation	\$ 2,513,948.00	\$ 100,000.00				\$ 2,613,948.00
9	Community Development	\$ 315,379.00			\$ 48,056.00		\$ 363,435.00
10	Miscellaneous	\$ 1,179,256.00	\$ 35,231.00	\$ 101,542.00	\$ 450,574.00	\$ 2,903,352.00	\$ 4,669,955.00
11	Business-Type Activities:						
12	Airport						\$ -
13	Nursing Home						\$ -
14	Hospital						\$ -
15	Electric Utility						\$ -
16	Solid Waste	\$ 2,033,655.00	\$ 165,697.00	\$ 177,429.00		\$ 54,372.00	\$ 2,431,153.00
17	Transportation						\$ -
18	Wastewater	\$ 1,595,589.00	\$ 180,697.00	\$ 53,285.00	\$ 645,891.00	\$ 140,372.00	\$ 2,615,834.00
19	Water	\$ 1,456,862.00	\$ 15,781.00	\$ 64,748.00		\$ 78,372.00	\$ 1,615,763.00
20	Other						\$ -
21	Proprietary Function Funds						\$ -
22	<b>Total Disbursements &amp; Transfers (Ln 2 thru 21)</b>	\$ 19,510,623.00	\$ 1,057,406.00	\$ 678,799.00	\$ 1,506,154.00	\$ 3,339,840.00	\$ 26,092,822.00

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, Transfers, Transfers of Surplus Fees, and Proprietary Function Funds if a separate budget is filed.

SCOTTSBLUFF in SCOTTS BLUFF County

Line No.	2014-2015 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	TOTAL
1	Governmental:						
2	General Government	\$ 1,915,677.00				\$ 4,000.00	\$ 1,919,677.00
3	Public Safety - Police and Fire	\$ 4,931,712.00		\$ 576,237.00	\$ 65,355.00		\$ 5,573,304.00
4	Public Safety - Other						\$ -
5	Public Works - Streets	\$ 1,898,393.00	\$ 2,370,690.00	\$ 206,623.00	\$ 241,405.00	\$ 48,713.00	\$ 4,765,824.00
6	Public Works - Other	\$ 557,998.00			\$ 32,851.00	\$ 7,000.00	\$ 597,849.00
7	Public Health and Social Services	\$ 185,122.00				\$ 100,000.00	\$ 285,122.00
8	Culture and Recreation	\$ 2,526,927.00		\$ 15,762.00			\$ 2,542,689.00
9	Community Development	\$ 996,879.00			\$ 38,780.00		\$ 1,035,659.00
10	Miscellaneous	\$ 1,591,238.00	\$ 435,383.00		\$ 4,202,690.00	\$ 2,533,991.00	\$ 8,763,302.00
11	Business-Type Activities:						
12	Airport						\$ -
13	Nursing Home						\$ -
14	Hospital						\$ -
15	Electric Utility						\$ -
16	Solid Waste	\$ 2,021,039.00	\$ 198,637.00	\$ 161,830.00		\$ 54,713.00	\$ 2,436,219.00
17	Transportation						\$ -
18	Wastewater	\$ 1,399,003.00	\$ 252,737.00	\$ 58,847.00	\$ 645,891.00	\$ 140,713.00	\$ 2,497,191.00
19	Water	\$ 1,657,805.00	\$ 577,448.00	\$ 63,805.00		\$ 78,713.00	\$ 2,377,771.00
20	Other						\$ -
21	Proprietary Function Funds						\$ -
22	<b>Total Disbursements &amp; Transfers (Ln 2 thru 21)</b>	<b>\$ 19,681,793.00</b>	<b>\$ 3,834,895.00</b>	<b>\$ 1,083,104.00</b>	<b>\$ 5,226,972.00</b>	<b>\$ 2,967,843.00</b>	<b>\$ 32,794,607.00</b>

- (A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.
- (B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.
- (C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).
- (D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.
- (E) **Other** should include Judgments, Transfers, Transfers of Surplus Fees, and Proprietary Function Funds if a separate budget is filed.

SCOTTSSLUFF in SCOTTSS BLUFF County

**2016-2017 SUMMARY OF PROPRIETARY FUNCTION FUNDS**

NOTE: COMPLETE THIS PAGE ONLY IF A SEPARATE PROPRIETARY FUNCTION FUND BUDGET IS FILED WITH THE CLERK OF THE MUNICIPALITY.

**THIS SPACE FOR USE OF PROPRIETARY FUNCTION FUNDS ONLY**

Funds (List)	Beginning Balance	Total Budget of Receipts	Total Budget of Disbursements	Cash Reserve
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -
	(Forward to Page 2, Line 4)	(Forward to Page 2, Line 23)	(Forward to Page 3, Line 21)	

**NOTE: State Statute Section 13-504 requires a uniform summary of the proposed budget statement including each proprietary function fund included in a separate proprietary budget statement prepared pursuant to the Municipal Proprietary Function Act. Proprietary function shall mean a water supply or distribution utility, a waste-water collection or treatment utility, an electric generation, transmission, or distribution utility, a gas supply, transmission, or distribution utility, an integrated solid waste management collection, disposal, or handling utility, or a hospital or a nursing home owned by a municipality.**

## CORRESPONDENCE INFORMATION

### ENTITY OFFICIAL ADDRESS

*If no official address, please provide address where correspondence should be sent*

NAME	<b>City of Scottsbluff</b>
ADDRESS	<b>2525 Circle Drive</b>
CITY & ZIP CODE	<b>Scottsbluff, NE 69361</b>
TELEPHONE	<b>308-633-3796</b>
WEBSITE	<b>www.scottsbluff.org</b>

	BOARD CHAIRPERSON	CLERK/TREASURER/SUPERINTENDENT/OTHER	PREPARER
NAME	Randy Meininger	Elizabeth Hilyard	Elizabeth Hilyard
TITLE /FIRM NAME	Mayor	Director of Finance	
TELEPHONE		308-633-3796	
EMAIL ADDRESS		ehilyad@scottsbluff.org	

For Questions on this form, who should we contact (please  one): Contact will be via email if supplied.

- Board Chairperson
- Clerk / Treasurer / Superintendent / Other
- Preparer

SCOTTSBLUFF in SCOTTS BLUFF County

2016-2017 LID SUPPORTING SCHEDULE

**Calculation of Restricted Funds**

Total Personal and Real Property Tax Requirements	(1)	\$	1,821,535.00
Motor Vehicle Pro-Rate	(2)	\$	7,200.00
In-Lieu of Tax Payments	(3)	\$	111,000.00
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.			
Prior Year Capital Improvements Excluded from Re-stricted Funds (From 2015-2016 Lid Support, Line (17))		\$	-
	(4)		
<b>LESS:</b> Amount Spent During 2015-2016		\$	-
	(5)		
<b>LESS:</b> Amount Expected to be Spent in Future Budget Years		\$	-
	(6)		
Amount to be included as Restricted Funds ( <b>Cannot Be A Negative Number</b> )	(7)	\$	-
Motor Vehicle Tax	(8)	\$	239,400.00
Local Option Sales Tax	(9)	\$	5,920,176.00
Transfers of Surplus Fees	(10)	\$	150,000.00
Highway Allocation and Incentives	(11)	\$	1,570,752.00
MIRF	(12)	\$	-
Motor Vehicle Fee	(13)	\$	110,000.00
Municipal Equalization Fund	(14)	\$	67,961.00
Insurance Premium Tax	(15)	\$	-
Nameplate Capacity Tax	(15a)	\$	-
<b>TOTAL RESTRICTED FUNDS (A)</b>	(16)	\$	<b>9,998,024.00</b>

**Lid Exceptions**

Capital Improvements (Real Property and Improvements on Real Property)	(17)		
<b>LESS:</b> Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year ( <i>cannot exclude same capital improvements from more than one lid calculation.</i> )			
Agrees to Line (6).	(18)	\$	-
Allowable Capital Improvements	(19)	\$	-
Bonded Indebtedness	(20)	\$	680,942.00
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(21)		
Interlocal Agreements/Joint Public Agency Agreements	(22)	\$	409,125.00
Public Safety Communication Project (Statute 86-416)	(23)		
Payments to Retire Interest-Free Loans from the Department of Aeronautics <b>(Public Airports Only)</b>	(24)		
Judgments	(25)		
Refund of Property Taxes to Taxpayers	(26)		
Repairs to Infrastructure Damaged by a Natural Disaster	(27)		
<b>TOTAL LID EXCEPTIONS (B)</b>	(28)	\$	<b>1,090,067.00</b>

<b>TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form)</b>	<b>\$ 8,907,957.00</b>
<i>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</i>	

Total Restricted Funds for Lid Computation **cannot** be less than zero. See Instruction Manual on completing the LC-3 Supporting Schedule.

**SCOTTSSLUFF**  
IN  
**SCOTTSS BLUFF County**

**COMPUTATION OF LIMIT FOR FISCAL YEAR 2016-2017**

**PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2**

**OPTION 1**

**2015-2016 Restricted Funds Authority** (Base Amount) = Line (8) from last year's LC-3 Form 13,865,130.14  
Option 1 - (1)

**OPTION 2 - *Only use if a vote was taken at a townhall meeting to exceed Lid for one year***

Line (1) of 2015-2016 Lid Computation Form \_\_\_\_\_   
Option 2 - (A)

Allowable Percent Increase **Less** Vote Taken \_\_\_\_\_ %  
(From 2015-2016 Lid Computation Form Line (6) - Line (5)) \_\_\_\_\_   
Option 2 - (B)

Dollar Amount of Allowable Increase Excluding the vote taken \_\_\_\_\_ -  
Line (A) X Line (B) \_\_\_\_\_   
Option 2 - (C)

**Calculated 2015-2016 Restricted Funds Authority** (Base Amount) = \_\_\_\_\_ -  
Line (A) **Plus** Line (C) \_\_\_\_\_   
Option 2 - (1)

**ALLOWABLE INCREASES**

**1 BASE LIMITATION PERCENT INCREASE (2.5%)** \_\_\_\_\_ 2.50 %  
(2)

**2 ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5%** \_\_\_\_\_ - %  
(3)

$$\frac{8,036,650.00}{2016 \text{ Growth per Assessor}} \div \frac{803,372,269.00}{2015 \text{ Valuation}} = \frac{1.00}{\text{Multiply times 100 To get \%}}$$

**3 ADDITIONAL ONE PERCENT COUNCIL/BOARD APPROVED INCREASE** \_\_\_\_\_ 1.00 %  
(4)

$$\frac{5}{\# \text{ of Board Members voting "Yes" for Increase}} \div \frac{5}{\text{Total \# of Members in Governing Body}} = \frac{100.00}{\text{Must be at least 75\% (.75) of the Governing Body}}$$

**ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.**

**4 SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED % INCREASE** \_\_\_\_\_ %  
(5)

**Please Attach Ballot Sample and Election Results OR Record of Action From Townhall Meeting**

LID COMPUTATION FORM

SCOTTSBLUFF  
IN  
SCOTTS BLUFF County

---

TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5)	<u>3.50</u> % (6)
Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6)	<u>485,279.55</u> (7)
Total Restricted Funds Authority = Line (1) + Line (7)	<u>14,350,409.69</u> (8)
<b>Less:</b> Restricted Funds from Lid Supporting Schedule	<u>8,907,957.00</u> (9)
Total Unused Restricted Funds Authority = Line (8) - Line (9)	<u>5,442,452.69</u> (10)

**LINE (10) MUST BE GREATER THAN OR EQUAL TO ZERO OR  
YOU ARE IN VIOLATION OF THE LID LAW.**

**THE AMOUNT OF UNUSED RESTRICTED FUNDS AUTHORITY ON LINE (10)  
MUST BE PUBLISHED IN THE NOTICE OF BUDGET HEARING.**

DRAFT

Municipality Levy Limit Form

**SCOTTSBLUFF in SCOTTS BLUFF County**

Political Subdivision	Personal and Real Property Tax Request (Column A)	Judgments (Not Paid by Liability Insurance) (Column B)	Pre-Existing Lease - Purchase Contracts-7/98 (Column C)	* Bonded Indebtedness (Column D)	Interest Free Financing (Public Airports) (Column E)	Tax Request Subject to Levy Limit (Column F) [(Column A) MINUS (Columns B, C, D, E)]	Valuation (Column G)	Calculated Levy (Column H) [(Column F) DIVIDED BY (Column G) MULTIPLIED BY 100]
City/Village -	1,767,435.00					1,767,435.00	818,257,209	0.216000

Others subject to allocation-

						-		-
						-		-
						-		-
						-		-

Off-Street Parking District	54,100.00					54,100.00	27,299,968	
-----------------------------	-----------	--	--	--	--	-----------	------------	--

Calculated Levy for Off-Street Parking District = (Column F) **DIVIDED BY** (Column G) **MULTIPLIED BY 100 MULTIPLIED BY** (Column G) **DIVIDED BY** (Column G {City/Village Line})

0.006612
----------

**NOTE:**

Municipality Levy Limit is 45 cents plus 5 cents for interlocal agreements. (77-3442)

Total Calculated Levy can ONLY be greater than 45 cents if there is Interlocal Agreements.

The Calculated Levy for Interlocal Agreements should be the maximum of **5 cents OR LESS**.

Others subject to allocation may include airport authorities, community redevelopment authorities, off-street parking districts, and transit authorities.

Total Calculated Levy  
[Total of (Column H)]

0.222612
----------

(Box 1)

Tax Request to Support Interlocal Agreements

409,125.00
------------

(Box 2)

Calculated Levy for Interlocal Agreements  
[(Box 2) **DIVIDED BY** (Column G {City/Village Line}) **MULTIPLIED BY 100**]

0.050000
----------

(Box 3)  
**5 Cents or LESS**

\* Tax Request to Support Public Safety Communication Projects

--

(Box 5)

Calculated Levy For Levy Limit Compliance  
[(Box 1) **MINUS** (Box 3)]

0.172612
----------

(Box 4)

\* Tax Request to Support Public Facilities Construction Projects

--

(Box 6)

\* State Statute Section 86-416 allows for a special tax to fund public safety communication projects. The tax has the same status as bonded indebtedness. State Statute 72-2301 through 72-2308 allows bonds to be issued for Public Facilities Construction Projects. Amounts should be included in Bonded Indebtedness above. Please indicate the amount spent on these taxes must be included.



**CERTIFICATION OF TAXABLE VALUE  
And VALUE ATTRIBUTABLE TO GROWTH**

*{format for all political subdivisions other than  
a) sanitary improvement districts in existence five years or less, and  
b) community colleges, and c) school districts}*

**TAX YEAR 2016**

*{certification required on or before August 20<sup>th</sup>, of each year}*

**TO: CITY OF SCOTTSBLUFF  
ATTN CITY ADMINISTRATOR  
2525 CIRCLE DR  
SCOTTSBLUFF, NE. 69361**

**TAXABLE VALUE LOCATED IN THE COUNTY OF: SCOTTS BLUFF**

Name of Political Subdivision	Subdivision Type (e.g. city, fire, NRD)	Value attributable to Growth	Total Taxable Value
SCOTTSBLUFF	City/Village	8,036,650	818,257,209

*\*Value attributable to growth is determined pursuant to section 13-518 which includes real and personal property and annexation, if applicable.*

I AMY RAMOS, SCOTTS BLUFF County Assessor hereby certify that the valuation listed herein is, to the best of my knowledge and belief, the true and accurate taxable valuation for the current year, pursuant to Neb. Rev. Stat. §13-509 and §13-518.

  
(signature of county assessor)

8-12-16  
(date)

CC: County Clerk, SCOTTS BLUFF County  
CC: County Clerk where district is headquarter, if different county, \_\_\_\_\_ County

*Note to political subdivision: A copy of the Certification of Value must be attached to the budget document.*

Guideline form provided by Nebraska Dept. of Revenue Property Assessment Division, Rev. 07/2010

**CERTIFICATION OF TAXABLE VALUE  
And VALUE ATTRIBUTABLE TO GROWTH**

*{format for all political subdivisions other than  
a) sanitary improvement districts in existence five years or less, and  
b) community colleges, and c) school districts}*

**TAX YEAR 2016**

*{certification required on or before August 20<sup>th</sup>, of each year}*

**TO: SCOTTSBLUFF PARKING DISTRICT  
ATTN CITY ADMINISTRATOR  
2525 CIRCLE DR  
SCOTTSBLUFF, NE. 69361**

**TAXABLE VALUE LOCATED IN THE COUNTY OF: SCOTTS BLUFF**

Name of Political Subdivision	Subdivision Type (e.g. city, fire, NRD)	Value attributable to Growth	Total Taxable Value
SCB PARKING DIST	Misc-District	461,002	27,299,968

*\*Value attributable to growth is determined pursuant to section 13-518 which includes real and personal property and annexation, if applicable.*

I AMY RAMOS, SCOTTS BLUFF County Assessor hereby certify that the valuation listed herein is, to the best of my knowledge and belief, the true and accurate taxable valuation for the current year, pursuant to Neb. Rev. Stat. §13-509 and §13-518.

*Amy Ramos*  
*(signature of county assessor)*

8-12-16  
*(date)*

CC: County Clerk, SCOTTS BLUFF County  
CC: County Clerk where district is headquarter, if different county, \_\_\_\_\_ County

*Note to political subdivision: A copy of the Certification of Value must be attached to the budget document.*

Guideline form provided by Nebraska Dept. of Revenue Property Assessment Division, Rev. 07/2010

# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

## **Item Pub. Hear.4**

**Council to consider an Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2016-2017.**

**Staff Contact: Liz Hilyard, Finance Director**

**AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.**

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

1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2016 through September 30, 2017. All sums of money contained in the budget statement are appropriated for the necessary expenses and liabilities of the City of Scottsbluff.

2. The Council determines that it is necessary to exceed the allowable growth for restricted funds for the next fiscal year by an additional one percent as permitted under §13-519 of the Nebraska statutes, and as approved by at least 75% of the Council.

3. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Scotts Bluff County, Nebraska, for use by the levying authority.

4. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to form:

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

# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

## **Item Public Inp1**

**Council to receive a presentation from NPPD and consider action on the Solar Project.**

**Staff Contact: Nathan Johnson, City Manager**

# Scottsbluff Community Solar Project

Scottsbluff City Council Meeting  
August 29, 2016

Tim Arlt - Retail General Manager



Nebraska Public Power District

*Always there when you need us*

# ☰ Scottsbluff Community Solar Review

- NPPD Board Approved Community Solar Rate Schedule
- Solar Developer (Mesner Development Corporation LLC) has hired a solar installer (GenPro)
- USDA REAP Grants and State Incentives for Renewables
- Waiting for Environmental Phase I results
- Project size opportunity
- Agreements

# Community Solar Program Parameters

- **Eligibility** - Most Retail Customers within Community, including City / Village accounts
  - Exclusion include Lighting accounts and customers with their own generation
- **Participation Level** - Solar Energy Shares
  - Minimum: 1 Solar Energy Share - equal to 150 kWh/month of solar energy
  - Maximum: Number of solar energy shares purchased equal to 80% of 1-year annual consumption
    - Example: Average residential customer with 1,000 kWh/month usage could buy up to 5 solar energy shares - 750 kWh
  - NPPD reserves the right to limit the maximum for commercial and industrial customers
- **Program Length**
  - Minimum: One month - customer can exit program at anytime
  - Maximum: Term length of Power Purchase Agreement (PPA)
- **Enrollment Fee** - \$50 refundable on 3-year anniversary date
- **Portability** - Solar participation transferrable within community for enrolled customer. Participation terminated upon relocation out of community without a community solar project



# Community Solar Program – Rate & Billing

- Customer continues to take service under their standard retail rate schedule, and is charged for their total monthly usage at such rate
- For Solar Energy Shares purchased, the cost of solar energy replaces the generation cost included in the bundled retail rate schedule
  - **Solar Energy Charge:** Pass-through at Power Purchase Agreement (PPA) Price between NPPD and developer
    - Fixed price or escalating price, dependent upon the PPA
    - Likely will be different rate for each community
  - **Base Energy Credit:** 5.8 cents/kWh credit reflecting the average cost of generation included in the current residential rate
    - Credit rate will be updated each time standard residential rate is changed
    - Same rate applies to all communities
  - Lease Payment and Gross Revenue Tax apply to both of the above, while rate discounts do not apply

# Scottsbluff Community Solar Opportunity

- Solar Developer applied for Rural Energy for America Program (REAP) Grant for Project
  - Unsuccessful in landing REAP Grant
  - The project will be resubmitted annual for potential REAP grant
- No State incentives for renewables are available at this time
- Both of these item impact PPA Cost
- Developer/Installer indicated that they can get 150 kW AC project on the proposed site
  - Likely drive the cost of the PPA downward
- Would City consider expanding project to 150 kW AC?
  - New City risk analysis @ 150 kW AC (attached)

**Scottsbluff PV Solar Risk analysis - (Estimate)**  
**(PV Solar PPA - NPPD Retail Avoided Cost)**

		year	2017	2021	2026	2031	2036	
For <b>100 kW</b> PV Solar project - singel axis tracking	PV Solar kWh/yr		227,760	223,239	217,713	212,325	207,069	
Annual panel degredation	0.5%							
<b>PPA proposal</b>	0.0% esc/year							
Mesner PPA	<b>\$0.075</b> /kWh	\$	0.075	\$	0.075	\$	0.075	
Base Energy Credit Escalation	0.5% esc/year							
<b>Base Energy Credit</b>	<b>\$0.058</b> /kWh	\$	0.058	\$	0.059	\$	0.061	
		\$	0.061	\$	0.062	\$	0.064	
<b>Difference (PPA proposal - Base Energy Credit)</b>								
Mesner PPA - Base Energy Credit		\$	0.017	\$	0.016	\$	0.015	
		\$	0.013	\$	0.012			
<b>Annual cost</b>								
Total Annual PPA - Base Energy Credit cost Dollars		\$	3,871.92	\$	3,617.87	\$	3,203.04	
		\$	2,798.52	\$	2,404.05			
If zero subscriptions to the Community Solar are allotted.								
kW	Cap Factor	kWh						
100	0.26	227,760	NPPD PPA Cost: \$	17,082.00	\$	16,826.63	\$	16,410.15
			\$	16,003.98	\$	15,607.86		
* Capacity factor comes from NREL PV watts calculator for single axis AC rated system								



**Nebraska Public Power District**

*Always there when you need us*

**Scottsbluff PV Solar Risk analysis - (Estimate)**  
**(PV Solar PPA - NPPD Retail Avoided Cost)**

		year	2017	2021	2026	2031	2036
For <b>150 kW</b> PV Solar project - singel axis tracking	PV Solar kWh/yr		341,640	334,858	326,570	318,487	310,604
Annual panel degradation	0.5%						
<b>PPA proposal</b>	0.0% esc/year						
Mesner PPA	\$0.075 /kWh		\$ 0.075	\$ 0.075	\$ 0.075	\$ 0.075	\$ 0.075
Base Energy Credit Escalation	0.5% esc/year						
<b>Base Energy Credit</b>	\$0.058 /kWh		\$ 0.058	\$ 0.059	\$ 0.061	\$ 0.062	\$ 0.064
<b>Difference (PPA proposal - Base Energy Credit)</b>							
Mesner PPA - Base Energy Credit			\$ 0.017	\$ 0.016	\$ 0.015	\$ 0.013	\$ 0.012

**Annual cost**

Total Annual PPA - Base Energy Credit cost Dollars	\$ 5,807.88	\$ 5,426.80	\$ 4,804.56	\$ 4,197.78	\$ 3,606.08
----------------------------------------------------	-------------	-------------	-------------	-------------	-------------

If zero subscriptions to the Community Solar are allotted.

kW	Cap Factor	kWh						
150	0.26	341,640	NPPD PPA Cost:	\$ 25,623.00	\$ 25,239.94	\$ 24,615.22	\$ 24,005.97	\$ 23,411.79

\* Capacity factor comes from NREL PV watts calculator for single axis AC rated system



**Nebraska Public Power District**

*Always there when you need us*

# Community Solar Program Agreements

- **NPPD / Developer Power Purchase Agreement (PPA)**
  - Stipulates term, security, price of energy, etc. NPPD / Developer Power Purchase Agreement (PPA)
- **NPPD / Developer Generation Interconnection Agreement (GIA)**
  - Stipulates the terms of the interconnection between generator and NPPD facilities
- **NPPD / Community Solar Agreement**
  - Necessary to minimize cost shifting to non-participating Retail customers/ communities
  - Stipulate the level of which the community and end-use customers have priority to solar shares . City can assign solar shares to City Accounts.
  - Any remaining unsubscribed shares would be a line item on the City of Scottsbluff bill. The difference between the Base Energy Credit as defined in the Community Solar Energy Rider Rate Schedule and the cost of the solar energy as defined as the PPA price
- **NPPD / City of Scottsbluff - Professional Retail Operation (PRO) Agreement Extension**
  - Necessary to tie the terms of the Community Solar Agreement together with the Pro agreement so neither the City or NPPD is out of alignment with either agreement.
- **NPPD / End-use Customer Community Solar Service Agreement**
  - Stipulates the terms and conditions the end-use customer accepts as a community solar shares participant
    - Eligibility, participation level, program length, enrollment, portability, price, etc.

# Questions?



**Nebraska Public Power District**

*Always there when you need us*

# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

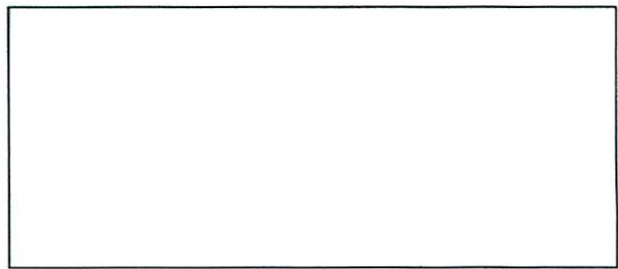
## **Item Public Inp2**

**Council to consider a Special Designated Liquor License for The Elks Lodge to serve beer at the Monument Marathon After Party on September 24, 2016, from 10:00 a.m. to 10:00 p.m. at the 18th Street Mini Park.**

Staff Contact: Cindy Dickinson, City Clerk

**APPLICATION FOR SPECIAL DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov/](http://www.lcc.nebraska.gov/)  
Email Applications: michelle.porter@nebraska.gov



DO YOU NEED POSTERS? YES  NO

**NON PROFIT APPLICANTS**

(Check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

**LIQUOR LICENSE HOLDERS**

Liquor license number and class (i.e. C-055441)

001678

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: EIKS BPO Lodge 1367

ADDRESS: PO Box 358

CITY Scottsbluff ZIP 69361

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME \_\_\_\_\_

ADDRESS: 18th St. + Broadway CITY Scottsbluff

ZIP 69361 COUNTY and COUNTY # Scotts Bluff

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO



4. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date <u>9-24-16</u>	Date	Date	Date	Date	Date
Hours From <u>10Am (Cooks)</u> <u>3pm (Public)</u>	Hours From	Hours From	Hours From	Hours From	Hours From
To <u>10pm</u>	To	To	To	To	To

- a. Alternate date: \_\_\_\_\_
- b. Alternate location: \_\_\_\_\_  
(Alternate date or location must be specified in local approval)

5. Indicate type of activity to be carried on during event:

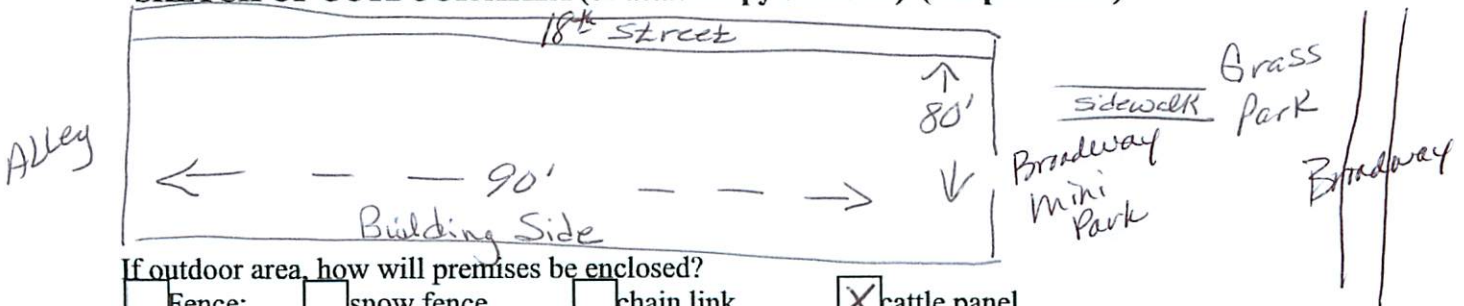
Dance  Reception  Fund Raiser  Beer Garden  Sampling/Tasting   
Other \_\_\_\_\_

6. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** \_\_\_\_\_ x \_\_\_\_\_  
(not square feet or acres)

\*Outdoor area dimensions of area to be covered **IN FEET** 90 x 80

\***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**



If outdoor area, how will premises be enclosed?  
 Fence;  snow fence  chain link  cattle panel  
 Tent  other \_\_\_\_\_

7. How many attendees do you expect at event? 300

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

Area will be blocked off with cattle panels, signs will be posted in multiple places, security on all sides and at entrance/exit, adults 21 yrs+ will wear wristbands.

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO

10. **Where will you be purchasing your alcohol?**

Wholesaler  Retailer  Both  BYO   
(Includes wineries)

11. Will there be any games of chance operating during the event? YES  NO

If so, describe activity \_\_\_\_\_

**NOTE:** Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law. There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: \_\_\_\_\_

13. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Robin Darnall

Signature of Event Supervisor Robin Darnall

Event Supervisor phone: Before 308-631-2424 During 308-631-2424  
Email address Elkshodge1367@gmail.com

Consent of Authorized Representative/Applicant

14. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here Robin Darnall Manager 8/23/16  
Authorized Representative/Applicant Title Date

Robin Darnall  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

**This page is required to be completed by Non Profit applicants only.**

**Application for Special Designated License  
Under Nebraska Liquor Control Act  
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Scottsbluff Elks Club  
NAME OF CORPORATION

47-0150421  
FEDERAL ID NUMBER

*Sheryl Walden (Secretary)*  
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

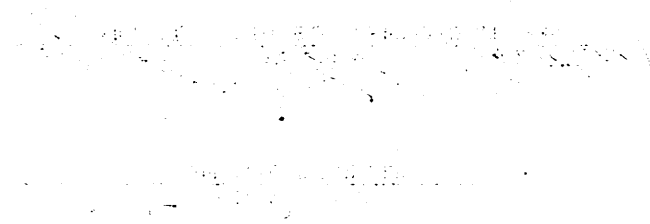
SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 23<sup>rd</sup> DAY OF August, 2016.

*Vicki E. Weber*  
NOTARY PUBLIC SIGNATURE & SEAL





Faint, illegible text at the top of the page, possibly a header or introductory paragraph.



Second block of faint, illegible text, appearing as several lines of a document.

Third block of faint, illegible text, continuing the document's content.

Centered block of faint, illegible text, possibly a signature or a specific section header.

Final line of faint, illegible text at the bottom of the main content area.

# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

## **Item Public Inp3**

**Council to consider a Community Festival Permit for The Stomping Ground dba SHOTS on 18th Street between Broadway and Avenue A, including street closures, vendors, and noise permit for the SHOTS One Year Anniversary Block Party on September 17, 2016, from 3:00 p.m. to 1:00 a.m.**

Staff Contact: Cindy Dickinson, City Clerk

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

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

1. SHOTS  
(name of sponsoring organization)  
1722 Broadway Scottsbluff NE 308-225-3433  
(street) (city) (state) (telephone number)  
Chad Leeling 308-225-3433  
(chairperson responsible for event) (day telephone number)

2. Geno Bolzer Dand G Entertainment  
(name of co-sponsoring organization)  
  
(street) (city) (state) (telephone number)  
Geno Bolzer 308-672-5171  
(contact person) (day telephone number)

3. **Event Information**

One year Anniversary Block Party  
(name of event)  
Sept 17th 6 PM  
(date(s) of event) (time(s) of event)  
18th street SHOTS  
(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.)

Five to Life Band followed by DJ Serving Beer  
Alcoholic Beverages,

\*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**

3<sup>PM</sup> - 1 AM  
Please note any streets to be closed and the times required for closure

6. **Flags/Banners/Signs**

\_\_\_\_\_

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

8. Have you provided for a public liability insurance policy naming the City as additional insured? Yes Yes No \_\_\_\_\_

Community Festival/Business Promotion

Street Carnival

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

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

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

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

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

Dated: 8/22/16

Signed:

SHOTS  
(name of sponsoring organization)

[Signature]  
(signature of authorized representative of sponsoring organization)

\_\_\_\_\_  
(name of co-sponsoring organization)

\_\_\_\_\_  
(signature of authorized representative of co-sponsoring organization)

greater noise, and shall be kept in good repair. Provided, this requirement shall not apply to authorized emergency vehicles, or to motor vehicles or motorcycles designed or modified for off-highway sanctioned racing purposes, while being towed on the streets;

(6) Horns; Signaling, Other Devices. The sounding of any horn or signaling device on any motor vehicle, motorcycle, or other vehicle on any street or public place of the City, except as a danger warning; the creation by means of any such signaling device of any unreasonably loud or harsh sound and the sounding of any such device for an unnecessary and unreasonable period of time; the use of any horn, whistle or other device operated by engine exhaust; and the use of any such signaling device by which traffic is for any reason held up;

(7) Loading, Unloading, Opening Boxes. The creation of a loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers;

(8) Pile Drivers, Hammers, Equipment. The operation between the hours of 7:00 P.M. and 7:00 A.M. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise;

(9) Quiet Zones. The creation of an excessive noise within any quiet zone established by the City Council which unreasonably interferes with the use of the premises or disturbs or unduly annoys occupants or users of the premises for the benefit of whom the quiet zone has been established;

(10) Shouting, Hallooing. Shouting or loud hallooing which unreasonably interferes with the comfort or report of any person in the vicinity;

(11) **Sound Reproduction.** The use or operation of any radio or other mechanical or electrical devices or instruments amplifying and reproducing the human voice, or any sound or noise, in any public or private place, or from any vehicle, in such manner that the peace and good order of the neighborhood are disturbed, or that persons owning, using, or occupying property in the neighborhood are disturbed or annoyed, provided that the Director of Parks and Recreation may allow the use of amplified sound at a special event under the terms as specified elsewhere in this Municipal Code. Provided further that where no special event as described in this Code is involved, the City Council may grant permission for the erection and use of temporary radio speakers, and other mechanical or electrical devices or instruments amplifying and reproducing the human voice, or any sound or noise at a fixed location, or on moving vehicles, as part of a celebration or commemoration of a patriotic or historic event, or national or state holiday, or local celebration, or at gatherings of a public nature, and at such other times as the City Council may see fit; provided, further, the City Council, in granting such permission, shall expressly designate the time such permission shall continue;

(12) Steam Whistles. The blowing of any locomotive steam whistle or steam whistle attached to any stationary boiler except to give notice of the time to begin or stop work, or as a warning of fire or danger, or upon request of City authorities.

(13) Engine Brakes. The use of engine brakes on any vehicle within the City.(Ord 3658, 2000)

### **13-3-18. Same; exemptions.**

The following noises shall be exempt from the provisions of section 13-3-16:

- (1) noises of safety signals, warning devices, and emergency pressure-relief valves;
- (2) noises caused by any Police or Fire Department vehicle or any authorized emergency



# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

## **Item Public Inp4**

**Council to consider a Special Designated Liquor License for SHOTS to serve beer, wine and distilled spirits at the One Year Anniversary Party on September 17, 2016, from 3:00 p.m. to 1:00 a.m. at 18th Street from Broadway to Avenue A.**

Staff Contact: Cindy Dickinson, City Clerk

**APPLICATION FOR SPECIAL DESIGNATED LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov/](http://www.lcc.nebraska.gov/)  
Email Applications: [michelle.porter@nebraska.gov](mailto:michelle.porter@nebraska.gov)

DO YOU NEED POSTERS? YES  NO

**NON PROFIT APPLICANTS**

(Check one that best applies)

Municipal  Political  Fine Arts  Fraternal  Religious  Charitable  Public Service

**LIQUOR LICENSE HOLDERS**

Liquor license number and class (i.e. C-055441)

**COMPLETE ALL QUESTIONS**

1. Type of alcohol to be served and/or consumed: Beer  Wine  Distilled Spirits

2. Licensee name (last, first,), corporate name or limited liability company (LLC) name  
(As it reads on your liquor license)

NAME: The Stomping Ground

ADDRESS: 1722 Broadway

CITY Scottsbluff ZIP 69361

3. Location where event will be held; name, address, city, county, zip code

BUILDING NAME SHOTS

ADDRESS: 1722 Broadway CITY Scottsbluff

ZIP 69361 COUNTY and COUNTY # Scottsbluff

a. Is this location within the city/village limits? YES  NO

b. Is this location within the 150' of church, school, hospital or home for aged/indigent or for veterans and/or wives? YES  NO

c. Is this location within 300' of any university or college campus? YES  NO

4. Date(s) and Time(s) of event (no more than six (6) **consecutive** days on one application)

Date <u>9-17-16</u>	Date _____	Date _____	Date _____	Date _____	Date _____
<b>Hours</b> From <u>69M</u>	<b>Hours</b> From _____	<b>Hours</b> From _____	<b>Hours</b> From _____	<b>Hours</b> From _____	<b>Hours</b> From _____
To <u>1 AM</u>	To _____	To _____	To _____	To _____	To _____

- a. Alternate date: \_\_\_\_\_
- b. Alternate location: \_\_\_\_\_  
**(Alternate date or location must be specified in local approval)**

5. Indicate type of activity to be carried on during event:

Dance  Reception  Fund Raiser  Beer Garden  Sampling/Tasting

Other \_\_\_\_\_

6. Description of area to be licensed

Inside building, dimensions of area to be covered **IN FEET** \_\_\_\_\_ x \_\_\_\_\_  
(not square feet or acres)

\*Outdoor area dimensions of area to be covered **IN FEET** 141' x 61'

**\*SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?

Fence;  snow fence  chain link  cattle panel

Tent  other \_\_\_\_\_

7. How many attendees do you expect at event? 600

8. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

will have to Enter through shots for Id to be checked!  
will have 12 Security Guards through out Event, corners, doors etc

9. Will premises to be covered by license comply with all Nebraska sanitation laws? YES  NO

a. Are there separate toilets for both men and women? YES  NO

10. Where will you be purchasing your alcohol?

Wholesaler  Retailer  Both  BYO   
(Includes wineries)

11. Will there be any games of chance operating during the event? YES  NO

If so, describe activity \_\_\_\_\_

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

12. Any other information or requests for exemptions: \_\_\_\_\_

13. Name and telephone number/cell phone number of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. PLEASE PRINT LEGIBLY

Print name of Event Supervisor Chad Leeling

Signature of Event Supervisor [Signature]

Event Supervisor phone: Before 308-225-3433 During —

Email address Chad.Leeling@yahoo.com

Consent of Authorized Representative/Applicant

14. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here

[Signature]

Authorized Representative/Applicant

owner  
Title

8-23-16  
Date

Chad Leeling  
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

Block off from Broadway to Alley, (Back side)  
Orange Indicates Stage  
Green Indicates Caddle Gates



Imagery ©2016 Google, Map data ©2016  
Google

50 ft



*[Faint, illegible handwritten text, possibly bleed-through from the reverse side of the page.]*

# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

## **Item Public Inp5**

**Council consideration of an Economic Development Assistance Agreement with Dave's Welding LLC and authorize the City Manager to execute the agreements as the Economic Development Program Administrator.**

**Staff Contact: Nathan Johnson, City Manager**

**City of Scottsbluff**  
**Economic Development Application Review Committee**  
**July 27, 2016**

A meeting of the Economic Development Application Review Committee was held on July 27, 2016 at 9:30 a.m. at City Hall, 2525 Circle Drive, Scottsbluff, NE.

The meeting was convened at 9:34 a.m. Roll call was taken. Present were Committee Members, Jim Trumbull, Dennis Hadden, Dave Schaff, Marla Marx, Hod Kosman and Lee Glenn. In attendance on behalf of the City were Program Administrator, Nathan Johnson, Deputy City Attorney, Rick Ediger and Finance Director, Liz Hilyard. Also present were Shawn Overeynder of Twin Cities Development and David Leis on behalf of Dave's Welding, LLC.

Chairman Trumbull called the meeting to order and stated that a copy of the Nebraska Open Meetings Act is located on the West wall of the Conference Room. There were no changes in the Agenda, nor were there any citizens with business not scheduled on the agenda.

The first order of business was the approval of the Minutes of the July 15, 2015, meeting. It was moved by Schaff and seconded by Marx that those Minutes be approved. Voting yes: Trumbull, Hadden, Schaff, Marx, Kosman and Glenn. Voting no: None.

The Committee then considered the Application of Dave's Welding, LLC for assistance in connection with its commercial and industrial machinery and equipment repair and maintenance business. Deputy City Attorney Ediger indicated that Simmons Olsen Law Firm, P.C. had a conflict of interest in this matter. In addition, Kosman and Glenn indicated that they had a conflict of interest due to their positions with Platte Valley Bank. As a result, they would not be participating. The Committee received a presentation from the Applicant. The Committee asked questions of the Applicant. Following discussion, it was moved by Hadden and seconded by Marx that the Committee recommend to the City Council that a loan be made to Dave's Welding, LLC in the amount of \$88,000. The loan would draw interest at the applicable federal mid-term rate for the month of closing beginning October 1, 2016, with 108 amortized monthly payments to be made, with the first payment to be due on November 1, 2016. The Note would be secured by a Guaranty of David Leis, as well as a Security Interest in all the assets of the company and a Deed of Trust on real estate owned by David Leis. The Deed of Trust will be subordinate to the existing first mortgage. In addition, the Applicant can earn a credit against the Note for FTE's at the rate of \$1,000 per year. Voting yes: Trumbull, Hadden, Schaff, and Marx. Voting no: None. Abstain: Kosman and Glenn.



The Committee next discussed a potential Application to deal with airport storm water runoff problems, which impact certain Qualifying Businesses under the Plan. In particular, the Fusion Ranch facility and the FedEx facility are impacted, as well as land to be developed by an additional potential Applicant. The Committee indicated it would look favorably upon an Application, depending on the amount and terms and suggested that the City Engineer also look at street issues in that area. Although no official action was taken, an Application was encouraged as long as it would benefit Qualifying Businesses.

City Manager Johnson indicated that the City Council, during its budget discussions, was considering the hiring of an Economic Development Director. The Committee was invited to comment. Concerns were raised with regard to the amount to be budgeted from the Economic Development Program Fund and to make sure that an annual review takes place. As long as the primary focus of the position will deal with assistance to Qualifying Businesses, then Economic Development Program Funds would be available to fund this position. No action was taken and there was no opposition expressed, other than to provide for flexibility so the position can be reviewed for effectiveness on an annual basis.

The final order of business was to discuss the possibility of adding Housing Contractors as Qualifying Businesses under the Program. New legislation would allow for this addition to the City's Economic Development Plan. It is not this Committee's position to make a recommendation on that matter. However, if the City's Economic Development Program is amended to provide for housing, this Committee will be responsible for developing a program. The consensus of the Committee was that this could be a positive development.

It was moved by Glenn and seconded by Schaff that the meeting adjourn. Voting yes: Trumbull, Hadden, Schaff, Marx, Kosman and Glenn. Voting no: None. The meeting was then adjourned.

---

Nathan Johnson, Program Administrator

## ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on September \_\_\_\_, 2016, between the City of Scottsbluff, Nebraska (the "City") and Dave's Welding, LLC (the "Applicant").

### Recitals:

- a. The City has adopted an Economic Development Program (the "Program") pursuant to the Nebraska Local Option Municipal Economic Development Act;
- b. The Applicant has made application for assistance from the Program (the "Application");
- c. The Administrator of the Program (the "Administrator") and the City Economic Development Application Review Committee (the "Committee") have reviewed the Application and recommended to the City Council (the "Council") that a loan (the "Loan") be made to the Applicant from the City of Scottsbluff Economic Development Fund (the "Fund") as provided for in this Agreement. The City Council has approved the Committee's recommendation.
- d. The parties now desire to enter into this Agreement for the purpose of setting out the terms and conditions of the Loan.

### Agreement:

#### 1. Purpose of Loan:

The Applicant has opened a commercial and industrial machinery and equipment repair and maintenance business (the "Business"). The proceeds of the Loan will be used primarily for the purchase of equipment to be used in the Business.

#### 2. Amount of Loan:

The Loan shall be in the amount of \$88,000 and shall be disbursed from the City's Economic Development Fund (the "Fund") to the Applicant as provided for below. The Loan shall be represented by a promissory note (the "Note") to be signed at the Loan Closing in the form of the attached "Exhibit A". The Note shall carry interest until October 1, 2016 (the "Note Interest Date"), at which time it shall carry interest at the rate of 1.22% per annum and shall be repaid over 108 equal monthly payments of principal and interest. The first payment shall be due one month after the Note Interest Date, with each additional payment due on the first day of each subsequent month until the Note is paid in full.

### **3. Loan Disbursement and Loan Closing:**

As soon as the Applicant has satisfied the conditions to the Loan Closing, the amount of the Loan shall be scheduled as a claim at the next Council meeting for which the matter may be reasonably scheduled. Disbursement of the Loan proceeds shall be made within 10 business days after the Council has approved a claim for the Loan. The disbursement of the Loan proceeds shall constitute the "Loan Closing".

### **4. Job Credits:**

As long as the Applicant is not in default of the Note, this Agreement, or any other document entered into pursuant to this Agreement, the Applicant shall be eligible for credit against the balance due under the Note for Job Credits earned during a Year. A "Year" shall mean the 12-month period ending on each September 30. "Job Credits" shall be calculated as follows:

- a. The Applicant shall receive an "Annual Job Credit" during a Year equal to the FTE's for a Year multiplied by \$1000.
- b. The amount of the Annual Job Credit may not exceed \$10,000 per Year (the "Maximum Annual Credit").
- c. If the Applicant earns credits in excess of the Maximum Annual Credit in any one Year, the excess credits may be carried back to one or more prior Years where the Maximum Annual Credit was not earned, as long as the Maximum Annual Credit is not exceeded for any one Year. Excess credits may not be carried forward

In order to receive Job Credits, the Applicant must file an Annual Report as provided for below. Job Credits shall be applied against the principal balance of the Note as prepayments, which prepayments shall not alter the amount of the monthly payment due under the Note. Once the Note is paid in full, no further Job Credits may be earned.

### **5. Employee Definitions:**

- a. "Full Time Employee" shall mean a bona fide employee of the Applicant who (1) is classified by the Applicant as full time; and (2) subject to normal and reasonable waiting periods, is eligible for the employer's normal fringe benefit package. This normal fringe benefit package must, at the least, include a health insurance plan with coverage offered to each employee which is, if not declined, substantially paid for by the Applicant.
- b. "Eligible Full Time Employee" shall mean a Full Time Employee who: (1) primarily works at the Facility, and (2) resides within 60 miles of the corporate limits of the City; provided, however any Full Time Employee who does not reside within 60 miles of the corporate limits of the City at the time that the Full Time Employee is hired, shall nevertheless be considered an Eligible Full Time Employee if the Full Time Employee moves to a residence

within the required geographic area within 6 months of the hiring of the Eligible Full Time Employee.

c. "Full Time Equivalent" Employees (the "FTE's") shall be the number arrived at by dividing the total hours paid by the Applicant to their Eligible Full Time Employees during a Year divided by 2080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one Eligible Full Time Employee shall not exceed 40 hours per week. Salaried employees shall be presumed to have been paid 40 hours per week.

## **6. 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 limited liability company 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 have been authorized by all necessary action on the part of the Applicant. This Agreement, and each agreement and instrument delivered by the Applicant pursuant to it, is the legal and binding obligation of the Applicant, enforceable against the Applicant in accordance with its terms.

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

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

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

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

The City represents and warrants the following, all of which shall survive the Loan 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.

**8. Conditions to Loan Closing:**

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

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

b. The Applicant shall have delivered to the City:

(1) Evidence of Good Standing of the Applicant from the Nebraska Secretary of State.

(2) A copy of the current and correct Certificate of Organization and Operating Agreement of the Applicant certified by David Leis (the "Member") to be correct;

(3) Certified resolutions of the Member authorizing this Agreement and providing for signature authority.

c. In order to secure the Loan and the Repayment, the Applicant shall have delivered to the City the following:

(1) a security agreement (the "Security Agreement") covering the Applicant's assets. The Security Agreement shall be in the form of the attached "Exhibit B".

(2) a guaranty (the "Guaranty") of the Member. The Guaranty shall be in the form of the attached "Exhibit C".

(3) a deed of trust (the "Deed of Trust") from the Member which secures the Guaranty. The Deed of Trust shall be in the form of the attached "Exhibit D" and shall be subordinate to an existing lien held by Platte Valley Bank.

d. 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 Loan Closing.

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

f. In requesting the disbursement of the Loan, the Applicant is considered to have represented that the above conditions have been satisfied and are continuing to be satisfied.

**9. Annual Reports:**

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

**10. Default:**

The Applicant shall be in default in this Agreement and the Note if any of the following happen:

- a. Failure to comply with any of the terms of this Agreement or the Note, 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 any of the Applicant, the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant.
- d. The Applicant ceases to conduct its Business or moves its Business more than 10 miles from the zoning jurisdiction of the City.

**11. Assignability:**

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

**12. 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.

**13. 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, 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  
Fax: (308) 632-2916  
Attention: City Manager

- b. If to the Applicant:

Dave's Welding, LLC  
60247 Sugar Factory Road  
Scottsbluff, NE 69361  
Attention: David Leis

**14. 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.

City of Scottsbluff, Nebraska

Dave's Welding, LLC

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

By: \_\_\_\_\_  
David S. Leis, Member



## **GUARANTY**

This Guaranty is given by David S. Leis (the “Guarantor”) to guarantee certain obligations of Dave’s Welding, LLC (the “Applicant”) to the City of Scottsbluff, Nebraska (the “City”).

### **Recitals:**

a. The Applicant has entered into an Economic Development Assistance Agreement with the City dated September \_\_\_\_, 2016 (the “EDA Agreement”). Capitalized terms not otherwise defined in this Guaranty shall have the same meaning as provided for in the EDA Agreement.

b. One of the conditions to the EDA Agreement is that the Guarantor enter into this Guaranty.

### **Guaranty:**

#### **1. Obligations Guaranteed:**

The obligations of the Applicant being guaranteed (the “Obligations”) are:

- a. The “Note” as defined in the EDA Agreement;
- b. Any and all other obligations of the Applicant under the EDA Agreement and any other documents entered into pursuant to the EDA Agreement;
- c. All costs, expenses and attorney fees paid or incurred by the City in collecting the Repayment, and in enforcing this Guaranty.

#### **2. Guarantee of Payment:**

This Guaranty is a guarantee of payment and the City shall not be required to resort first for payment from the Applicant or from any other person liable in any way for the Obligations.

#### **3. Exercise of Rights/Waiver:**

The City may at any time without consent of or notice to the Guarantor, and without incurring responsibility to or impairing or releasing the Obligations, in whole or in part:

- a. Change the manner, place or terms of payment and/or change or extend the time or payment of, renew or alter, any of the Obligations, any security, or any debt, liability or obligation incurred directly or indirectly with respect to the Obligations and this Guaranty shall continue to apply to the Obligations as changed, extended, renewed or altered;

b. Exercise or refrain from exercising any rights against the Applicant or others (including the Guarantor);

c. Settle or compromise any of the Obligations or any security for the Obligations, and may subordinate the payment of all or any part of the Obligations to the payment of any debt, liability or obligation (whether due or not) of the Applicant to creditors of the Applicant other than the City and the Guarantor; and

d. Apply any sums paid or realized from any source to the Obligations and regardless of the application or use of the consideration, if any, received in connection with the Obligations.

#### **4. Primary Obligation:**

a. This Guaranty is a primary obligation of the Guarantor. The Guarantor's obligation shall not be affected by the illegality, invalidity, irregularity or unenforceability of all or any part of the Obligations or of any security for the Obligations, or by the violation of any applicable usury laws, forgery, or any other circumstances which make the Obligations unenforceable against the Applicant which actions are the responsibility of the Applicant.

b. The fact that the financial condition of the Applicant or any other obligor or guarantor may not have been correctly estimated or may change at any time shall have no effect on the rights of the City under this Guaranty. The City shall have no duty to disclose to the Guarantor any facts it may now or in the future have concerning the Applicant's financial condition.

c. The Guarantor shall remain obligated under this Guaranty even if the Applicant, or any other person who is obligated to pay the Obligations, has the Obligations discharged in bankruptcy or in any other manner. In the event of a discharge, the Guarantor's obligation shall include attorney's fees and any other amounts which the Applicant is discharged from paying.

d. If claim is ever made against the City for repayment or recovery of any amount or amounts received by the City in payment or on account of any of the Obligations and the City repays all or part of the amount claimed by reason of (1) any judgment, decree or order of any court (including a bankruptcy court) or administrative body having jurisdiction over the City or (2) any settlement or compromise of any claim effected by the City with any claimant (including the Applicant), then the Guarantor agrees that the judgment, decree, order, settlement or compromise shall be binding upon the Guarantor even though this Guaranty may have been revoked or released or the Obligations were canceled or released. In that event, the Guarantor shall remain liable to the City for the amount repaid by the City as if that amount had never been received by the City, along with any costs, interest, attorneys' fees and all other expenses incurred by the City in connection with the repayment.

**5. Miscellaneous:**

a. This Guaranty is secured by a Deed of Trust on certain real estate owned by the Guarantor.

b. This Guaranty shall continue until the Obligations are paid in full or unless released by the City. All Obligations shall be conclusively presumed to have been made all or in part in reliance on this Guaranty.

c. The Guarantor waives notice of acceptance of this Guaranty and notice of the Obligations, and waives presentment, demand of payment, protest, notice of dishonor or nonpayment, notice of default, or notice of right to cure any default with respect to any of the Obligations, or notice of any suit or other action by the City against any party liable for the Obligations.

d. Unless and until the Obligations are satisfied in full, the Guarantor waives all present and future claims, rights, and remedies against the Applicant or any other party obligated for the Obligations. This waiver includes, but is not limited to, the rights of contribution, reimbursement, indemnification, subrogation, exoneration, and any right to participate in any claim or remedy that the City may have.

e. No delay or failure on the part of the City to exercise its rights under this Guaranty shall be considered as a waiver of the City's rights under this Guaranty. No waiver, modification or amendment of this Guaranty by the City shall be effective unless in writing, and then shall only apply to the specific instance involved.

f. Any acknowledgment or new promise, whether or not a payment of any Obligation has occurred, by the Applicant or anyone else (including the Guarantor) shall toll any statute of limitations that may otherwise be running with respect to the Guarantor.

g. This Guaranty shall be construed according to the laws of Nebraska.

h. This Guaranty shall be binding upon the successors and assigns of the Guarantor.

Dated: September \_\_\_\_, 2016.

---

David S. Leis

**PROMISSORY NOTE**

\$88,000

Date: September \_\_\_\_, 2016

Dave’s Welding, LLC (the “Borrower”) promises to pay to the order of the City of Scottsbluff, Nebraska (the “Lender”) the sum of Eighty-Eight Thousand Dollars (\$88,000). Interest shall accrue at the rate of 1.22% per annum from October 1, 2016, and shall be payable over 108 equal monthly amortized installments of principal and interest of \$860.78. The first payment shall be due on November 1, 2016, with each additional payment then due on the first day of each subsequent month until paid in full. The Borrower shall have the right to prepay all or any part of the principal at any time.

This Note is being made pursuant to an Economic Development Assistance Agreement between the Lender and the Borrower, the terms of which are incorporated in this Note by reference. This Note is secured by a Guaranty of the Borrower, as well as a Security Agreement covering certain assets of the Borrower.

The Borrower waives presentment, demand for payment, notice of dishonor, notice of protest, and all other notices or demands in connection with the delivery, acceptance, performance, default or endorsement of this Note.

If default is made in any payment when due, then, at the option of the Lender, the entire balance due shall become due and payable. In the event that a default is declared, the entire remaining balance at that time shall bear interest at the rate of 7% per annum until paid. In the event that legal action is necessary to enforce payment of this Note, the Borrower shall be liable for reasonable attorney fees and costs of suit. This Note shall be governed by the laws of Nebraska.

Dave’s Welding, LLC

By: \_\_\_\_\_  
David S. Leis, President

Return to:  
Rick L. Ediger  
Simmons Olsen Law Firm, P.C.  
1502 Second Avenue  
Scottsbluff, NE 69361

### DEED OF TRUST

This Deed of Trust is made on September \_\_\_\_, 2016, between the following parties:

Trustor: David S. Leis  
60247 Sugar Factory Rd.  
Scottsbluff, NE 69361

Trustee: Rick L. Ediger, Attorney at Law  
1502 2<sup>nd</sup> Avenue  
Scottsbluff, NE 69361

Beneficiary: City of Scottsbluff, Nebraska  
2525 Circle Drive  
Scottsbluff, Nebraska 69361

Trustor irrevocably conveys to Trustee, in Trust, with power of sale, all of the Trustor's interest in the following real estate (the "Real Estate"):

Lots 4 & 5, Amended 3 Pines Estates, situated in the W½NW¼ of Section 31, Township 23 North, Range 54 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska.

Together with all the rents and profits from the Real Estate and subject to easements and restrictions of record, if any.

#### Recitals:

a. Dave's Welding, LLC ("Dave's Welding") and Beneficiary have entered into an Economic Development Assistance Agreement dated September \_\_\_\_, 2016 (the "EDA Agreement") which provides for a loan to Dave's Welding of \$88,000 (the "Loan"). Trustor is the sole Member of Dave's Welding and has guaranteed the Repayment. This Deed of Trust secures the Trustor's Guaranty.

b. This Deed of Trust secures to Beneficiary the Loan, any future advances with interest which may be later made by agreement of the parties, the payment of all other sums, with interest, advanced to protect the security and the performance of Trustor's covenants and agreements.

c. The total principal indebtedness outstanding and secured by this Deed of Trust, not including advances to protect the Real Estate, shall not exceed \$88,000 at any one time.

d. Trustor covenants that Trustor is lawfully seised of the Real Estate and has the legal power and lawful authority to convey the same and warrants and will defend title to the Real Estate against the lawful claims of all persons; provided, however, the Real Estate is subject to a prior Deeds of Trust given to (i) Platte Valley Bank, Scottsbluff, Nebraska, and/or (ii) Colonial Savings (the "Permitted Liens")

**It is Agreed as Follows:**

1. Trustor or Dave's Welding shall pay when due, the Loan and all other amounts which Dave's Welding is required to pay under the EDA Agreement.
2. Trustor shall pay all general real estate taxes and special assessments against the Real Estate before the same become delinquent.
3. Other than the Permitted Liens, Trustor shall grant no other liens against the Real Estate which have priority over this Deed of Trust If Beneficiary determines that any part of the Real Estate is subject to a lien (other than the Permitted Liens), which is or may attain priority over this security instrument, Beneficiary may give Trustor a notice identifying the lien and Trustor shall satisfy the lien within 10 days.
4. Trustor shall keep the improvements on the Real Estate insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Beneficiary's interest. In event of loss, Beneficiary may make proof of loss if not promptly made by Trustor. Insurance proceeds shall be applied to restoration or repair of the Real Estate damaged, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Beneficiary's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due.
5. If Trustor fails to perform the covenants and agreements of this Deed of Trust, Beneficiary may do and pay for whatever is necessary to protect the value of the Real Estate and Beneficiary's rights in the Real Estate, including the paying of any sum secured by a lien which has priority over this Deed of Trust, appearing in Court, paying reasonable attorney fees and entering the Real Estate to make repairs. Any amount disbursed by Beneficiary under this paragraph shall become an additional debt secured by this Deed of Trust, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at 7% per annum until refunded.
6. Subject to the rights of the holders of the Permitted Liens, the proceeds of any condemnation award are hereby assigned and shall be paid to Beneficiary and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Trustor.
7. Any extensions or modifications of the Loan or the EDA Agreement granted by Beneficiary to any successor in interest of Dave's Welding shall not operate to release the liability of Trustor or their successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
8. Any notice to Trustor provided for in this security instrument shall be given by delivering it or by mailing it by first class mail unless Nebraska law requires use of another method, at the Trustor's last known address.
9. This Deed of Trust shall be governed by the laws of Nebraska.
10. Trustor requests that a copy of any notice of default and a copy of any notice of sale shall be mailed to each person who is a party to this Deed of Trust at the addresses set out above. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than 30 days from the date the notice is given to Trustor by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Deed of Trust and sale of the real estate. The notice shall further inform Trustor of the right to reinstate, after acceleration, and the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale. If default is not cured, on or before

the date specified in the notice, Beneficiary, at its option, may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted by Nebraska law. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorney fees and costs of title evidence.

11. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the Real Estate is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Trustor, shall sell Trustor's interest in the Real Estate at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any portion of the Real Estate by public announcement at the time and place of any previously scheduled sale. Beneficiary or its designee may purchase the Real Estate at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser a Trustee's Deed conveying the Real Estate. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of sale in the following order: (a) to all expenses of the sale including, but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it.

12. Upon acceleration under Paragraph 12 or abandonment of the Real Estate, Beneficiary (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Real Estate and to collect the rents of the Real Estate, including those past due. Any rents collected by Beneficiary or the receiver shall be applied first to payment of the costs of management of the Real Estate and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this Deed of Trust.

13. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall direct Trustee to reconvey the Real Estate and shall surrender this Deed of Trust. Trustee shall reconvey the Real Estate without warranty and without charge to the persons legally entitled to it.

14. Beneficiary, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Real Estate, the successor Trustee shall succeed to all the title, power and duties conferred upon Trustee under this Deed of Trust and Nebraska law.

15. The parties request that a copy of any notice of default and a copy of any notice of sale, be mailed to each party at the addresses provided for above.

16. In the event that the Real Estate is sold, leased, assigned, or otherwise conveyed (except for the Deeds of Trust which secure the Permitted Liens) in any manner without Beneficiary's consent, Beneficiary may declare the Loan immediately due and payable.

Dave's Welding, LLC

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

David S. Leis, Member

State of Nebraska, County of Scotts Bluff:

This Deed of Trust was acknowledged before me on September \_\_\_\_\_, 2016, by David S. Leis, the sole Member of Dave's Welding, LLC.

\_\_\_\_\_  
Notary Public

## SECURITY AGREEMENT

This Security Agreement is made on September \_\_\_\_, 2016, between the following parties:

**The “Secured Party”:**

City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

**The “Debtor”:**

Dave’s Welding, LLC  
60247 Sugar Factory Rd.  
Scottsbluff, NE 69361

**1. Security Interest and Collateral:**

a. The Debtor grants a security interest to the Secured Party in the following assets (collectively referred to as the “Collateral”) of the Debtor=s business (the “Business”), now owned or that the Debtor may own in the future, together with all parts, accessories, repairs, improvements, and accessions to the Collateral, wherever it is located, and all proceeds and products from the Collateral:

(1) Inventory: All inventory which the Debtor holds for ultimate sale, lease, or use or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in the Business.

(2) Equipment: All equipment, furniture, fixtures, leasehold improvements, office and recordkeeping equipment.

(3) Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights the Debtor has now or may have in the future to the payment of money including, but not limited to (i) payment for goods sold or leased, for services rendered, whether or not the Debtor has earned such payment by performance; and (ii) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable. This shall include any rights and interests (including all liens and security interests) which the Debtor may have by law or agreement against any account the Debtor or obligor of the Debtor.

b. This Security Agreement is given to secure the following obligations (collectively the “Obligations”):



(1) The “Note” as provided for in an Economic Development Assistance Agreement between the Secured Party and the Debtor dated September \_\_, 2016 (the “EDA Agreement”).

(2) Any extensions or renewals of the Note and the payment of any amounts which may be advanced later to the Debtor or any amounts paid by the Secured Party on the Debtor’s behalf pursuant to the terms of this Security Agreement. The making of advances or payments shall be at the Secured Party’s option and shall carry interest at the default rate as set out in the Note.

**2. The Debtor’s Status and Use of the Collateral:**

a. The Debtor is a limited liability company properly organized and currently existing under the laws of Nebraska. The signing of this Agreement and the granting of this security interest are within the Debtor’s powers, have been properly authorized, and do not violate any of its organizational documents or any other agreement binding on it. The person(s) signing this Agreement have the authority to act for the Debtor.

b. The Collateral will be used primarily for business purposes.

**3. The Debtor Represents, Warrants and Agrees that:**

a. The Debtor is the owner of the Collateral and that there are no other liens, security interests or encumbrances against the Collateral prior to this Security Agreement. The Debtor will defend the Collateral against all claims and demands of any other person claiming any interest in it.

b. No financing statement covering the Collateral or proceeds of the Collateral is on file in any public office which has priority over the lien created by this Security Agreement. The Secured Party is authorized to file any and all financing statements that it determines necessary in order to perfect its security interest.

c. The Debtor’s principal place of business is at the address shown on the first page of this Agreement. The Debtor shall immediately notify the Secured Party in writing if the principal place of business changes, or if the Debtor changes its name.

d. The Collateral is located in Nebraska. The Debtor will not remove the Collateral to any other state where a financing statement is required, but has not been filed, in order to perfect the Secured Party’s security interest.

e. The Debtor will not allow any other lien, security interest or encumbrance against the Collateral which is prior to the liens created by this Security Agreement. The Debtor will not let the Collateral be attached or replevied.

f. The Debtor will not allow any Collateral to become part of or attached to real estate without making sure to the Secured Party's satisfaction that the Secured Party's security interest will be prior to any interest in or lien against the real estate.

g. In the event of a default, the Secured Party shall have the right to regularly request lists of one or more of the Debtor's accounts receivable. At the time of each request, the Debtor shall deliver a current list of accounts receivable within the time period requested by the Secured Party. The accounts reported will be valid accounts representing undisputed amounts owed to one or more Debtor. The amounts reported shall reflect any possible discounts which may be claimed and the accounts shall not be subject to counterclaim or set-off. After default, the Secured Party shall have the right at any time to demand that the accounts be paid to the Secured Party. Upon receipt of that demand, the Debtor shall notify the accounts that all amounts owed shall be paid to the Secured Party. Any amounts received by the Debtor after that demand shall be turned over to the Secured Party each day in the exact form that they are received. The proceeds received by the Secured Party shall not be considered as payment of the Obligations. However, the Secured Party shall have the right to apply collected funds to the payment of the Obligations in the order determined by the Secured Party.

h. The Debtor may sell any inventory in the ordinary course of business. A sale in the ordinary course of business does not include a transfer to satisfy a debt. Until default, the Debtor may use the inventory in any lawful manner not in violation of this Agreement or any insurance policy covering the inventory.

i. The Debtor shall immediately notify the Secured Party of any loss of or material damage to any Collateral or of any adverse change in the condition of the Collateral.

j. The Debtor will keep the Collateral in good repair and condition and shall make all necessary and proper repairs, renewals, replacements, additions and improvements.

k. Except as otherwise permitted under this Agreement, the Debtor will not sell, offer to sell or in any way transfer the Collateral or any interest in the Collateral without first receiving the Secured Party's written consent.

l. The Secured Party shall have the right through any of its officers, employees, attorneys, accountants or agents to inspect the Collateral at any reasonable time, to include the right to make copies of the Debtor's books and records and to arrange for verification of accounts receivable. Upon default, the Debtor will furnish to the Secured Party when requested all notes or other documents evidencing receivables, guarantees, security interests held, securities or other related documents and information.

m. In order to evidence the Secured Party's rights under this Agreement, the Debtor agrees to assign or endorse the Collateral or proceeds to the Secured Party when requested. The Secured Party shall have the power to collect, compromise, endorse, sell, or deal with the Collateral or proceeds in any other way in either the Secured Party's or the Debtor's name. The Debtor shall pay to the Secured Party on demand any amounts spent by the Secured Party in the

collection or attempted collection of the Collateral and in protecting and enforcing the Obligations and any other of the Secured Party's rights.

n. The Debtor shall not use or transfer any part of the Collateral or proceeds for personal purposes except with the Secured Party's written consent. The Debtor shall not commingle funds or other business assets with personal assets and shall keep separate accountings for business and personal needs.

o. The Debtor shall pay all taxes and assessments that may be levied against the Collateral before they become delinquent.

p. The Debtor shall at the Debtor's expense provide fire, theft, and extended coverage insurance in an amount equal to the value of the tangible Collateral. This insurance shall remain in effect until all amounts secured are paid and shall provide for loss payable to the Secured Party as its interest may appear. The Debtor will on demand furnish proof of insurance to the Secured Party. In case of an insured loss where the Debtor is in default, the Secured Party shall be entitled to use the insurance proceeds to pay all or any portion of the amount secured whether or not the Obligations are due at that time.

q. At the Secured Party's option, and after 15 days written demand is made on the Debtor to do so which demand is not complied with by the Debtor, the Secured Party may pay taxes and assessments, discharge liens, security interests or other encumbrances placed against the Collateral which threaten the continued use of the Collateral by the Debtor, and may pay for any necessary repairs, maintenance or other expenses to maintain and preserve the Collateral. The Debtor agrees to reimburse the Secured Party on demand for any advances made for these items by the Secured Party. Until paid by the Debtor, the advances shall be added to the indebtedness secured, shall carry interest at the default rate as provided for in the EDA Agreement, and shall be secured by this Security Agreement.

r. The Debtor agrees not to use the Collateral in violation of any appropriate statutes, regulations or ordinances.

#### **4. Default:**

a. Until default, the Debtor may have possession of the Collateral and use it in any way that does not violate the terms of this Agreement.

b. The Debtor shall be in default if any of the following happen:

(1) Failure to pay the Obligations.

(2) Failure to comply with any of the terms of this Agreement or the terms of the Obligations (to include a default under the EDA Agreement).

(3) Any warranty, representation or statement made or given to the Secured Party by the Debtor or on its behalf proves to have been false in any material respect when made or given.

(4) Default by the Debtor in the payment of any other obligation, note, security agreement or other agreement between the Debtor and the Secured Party.

(5) Any event resulting in the acceleration of the maturity of any debts of the Debtor to others.

(6) Loss, theft, damage or destruction to any of the Collateral needed to operate the Business which is not repaired or replaced within a reasonable time.

(7) Encumbrance, levy, seizure, garnishment or attachment of any of the Collateral.

(8) Sale or disposition of the Collateral without the Secured Party's prior written consent unless the Collateral is (a) obsolete and of minimal value, or (b) replaced by items of comparable or greater value.

(9) The Debtor's insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy.

(10) The Debtor suspends or stops the transaction of its usual business.

(11) The Secured Party in good faith believes that repayment, or performance of any of the Obligations or realization on the Collateral is impaired.

c. Upon default or if the Secured Party deems itself insecure, the Secured Party may declare the Obligations immediately due and payable. The Secured Party shall have the remedies of a Secured Party under the Nebraska Uniform Commercial Code. In addition, the Secured Party shall have the following rights:

(1) To require the Debtor to assemble the Collateral and deliver or make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties.

(2) To enter the Debtor's premises without liability for damages, take possession of the Collateral without judicial process, and use and occupy the premises.

(3) Have access to the Debtor's books and records concerning the Collateral.

(4) If reasonable notice of any public sale, private sale, or other disposition of the Collateral is required by law, this requirement shall be met if the notice is mailed to the

Debtor at the addresses shown in this Agreement at least 5 calendar days before the time of the sale or disposition.

(5) The Secured Party may hold, use, operate, manage and control the Collateral (or any part of it) and may collect all earnings, proceeds or amounts owed to the Debtor. The Secured Party shall have to account only for the net earnings from the use deducting all expenses incurred during the use.

(6) The Secured Party may sell all or any part of the Collateral at public or private sale, for cash or on credit, and at a price or prices as the Secured Party may deem satisfactory. The sale may be a sale of the Collateral in its entirety or in separate parts, as determined by the Secured Party. The Secured Party may be the purchaser of any or all of the Collateral sold by public sale, and thereafter hold the Collateral free from any right or claim of any kind.

(7) The Secured Party shall have the right to apply all amounts realized on the sale or disposition of the Collateral on the Obligations in the order determined by the Secured Party and regardless of the existence of any other security held by the Secured Party.

d. All expenses of recovering possession of the Collateral and enforcement of this Security Agreement to include the Secured Party's reasonable attorney fees and legal expenses shall be additional obligations of the Debtor. These expenses shall be included in the Obligations, shall be immediately payable by the Debtor and may be recovered by the Secured Party out of the proceeds of any sale or disposition.

## **5. Miscellaneous:**

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

b. The Secured Party's taking of this Security Agreement shall not waive or impair any other security that the Secured Party may have or later acquire for the payment of the indebtedness secured by this agreement.

c. Upon the full discharge and satisfaction of the Obligations, all rights assigned to the Secured Party shall terminate, and all right, title and interest of the Secured Party in the Collateral shall revert to the Debtor. The Secured Party shall file all requisite termination statements and do all other acts as are reasonably required of it to evidence the termination of the security interests granted by this Security Agreement.

d. All notices required under this Security Agreement shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, at the addresses shown

on the first page of this Security Agreement. Any party may change its address for receiving notice by written notice to the other party.

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

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

g. This Security Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

City of Scottsbluff, Nebraska

Dave's Welding, LLC

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

By: \_\_\_\_\_  
David S. Leis,  
President

# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

## **Item Reports1**

**Council to consider a termination of Farm Lease by mutual consent with Rodney Adams and authorize the Mayor to execute the contract.**

**Staff Contact: Nathan Johnson, City Manager**

**TERMINATION OF FARM LEASE BY MUTUAL CONSENT**

This Termination of Farm Lease by Mutual Consent ("Agreement") is made on August \_\_\_\_, 2016, by and between the City of Scottsbluff, Nebraska, a Municipal Corporation, ("Lessor") and Rodney Adams ("Lessee").

1. In February of 1976, the Lessor and Lessee entered into a Farm Lease wherein the Lessor leased to the Lessee farm property located East of the City of Scottsbluff in Scotts Bluff County, Nebraska. A copy of the Farm Lease is attached hereto, marked as Exhibit A and incorporated by this reference.
2. The Lessor and the Lessee have decided it is in their mutual best interests to cancel and terminate the Farm Lease, and it is the intention of the Lessor and Lessee to effect a cancellation of the Farm Lease by this instrument.
3. The Lessor and Lessee agree the termination of the Farm Lease shall occur on November 30, 2016 or whenever Lessee has completed harvesting the crops on the premises, whichever shall be the last to occur ("termination date").
4. The Lessor and Lessee mutually release and discharge each other from any and all claims, demands, or causes of action they may have against each other, their successors and assigns, arising from the termination of the Farm Lease. The Lessor and Lessee agree that the Farm Lease is to be cancelled and terminated, the term of the Farm Lease shall be brought to an end as of the termination date of the Farm Lease, with the same force and effect as if the term of the Farm Lease was fixed to expire on the termination date by the provisions of the Farm Lease.

This Agreement shall bind and enure to the benefit of the parties and to their respective heirs, successors and assigns.

CITY OF SCOTTSBLUFF, NEBRASKA,  
a Municipal corporation,

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

ATTEST:

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

  
\_\_\_\_\_  
Rodney Adams



### FARM LEASE

THIS AGREEMENT made and entered into this February day of 1976, by and between CITY OF SCOTTSBLUFF, NEBRASKA, A Municipal Corporation, party of the first part, and RODNEY ADAMS, party of the second part.

WITNESSETH: That the said party of the first part has this day leased unto the said party of the second part the following described property situated in the County of Scotts Bluff and State of Nebraska, to-wit:

TO HAVE AND TO HOLD the same unto the said party of the second part from the 1st day of March 1976, to the 28th day of February, 1977, and from year to year thereafter \*  
And the said party of the second part in consideration of the leasing of said premises hereby covenants and agrees to and with the said party of the first part to pay the said party of the first part as rent for the same, as follows, to-wit:

- 1/4 of sugar beets
- 1/3 of beans
- 1/3 of corn
- 2/3 of sugarbeet tops

Said rent share above provided for out of the several crops raised on the land shall be harvested at his own expense by the said party of the second part and by him placed without waste in crib or granary at such place as the parties mutually agreed upon.

The said second party further expressly agrees, with the party of the first part, as a part of the consideration for the making of this lease, as follows:

1. That he will plant, sow, cultivate, irrigate and harvest all crops on said premises in good and workmanlike manner and in proper season; that he will in careful, proper and workmanlike manner distribute any and all irrigation water to said land and growing crops to which said land may be entitled, and further agrees to keep a man constantly with the water to properly distribute the same on said lands whenever same is to be had; that he will not permit any waste of the water allotted to said lands for irrigation purposes, nor permit said water to run on any public highway, and agrees to pay all damages which may accrue by reason of any such neglect; that he will destroy all Russian thistles and other weeds and prevent same from growing along fences, roads, laterals and from along the edge or border of all cultivated fields, and in the public highway on the half of the public highway adjacent to said land; that he will disk or plow all land not planted to crops as early in the spring as the frost is out of the ground; and disk all stubble land upon which small grain has been grown as soon as the grain is harvested; that he will mow and stack all alfalfa in proper season and fence the same at his own expense; and that the party of the first part shall have the right of determining whether the alfalfa shall be left for seed or mowed for hay.
2. That he will not during the term of this lease permit any cattle or other stock to pasture on the alfalfa land unless written consent be obtained therefor from the first party; that he will not pasture stock of any kind on any of the said land, except such as may be actually owned by said second party.
3. To carefully protect all buildings, fences, and improvements of every kind that are now on said premises or any that may be hereafter erected during the term of this lease, including pumps, and windmills; that he will keep the windmill oiled and keep the well, pump and windmill in good repair without expense to the first party.
4. To take good care of all growing trees thereon, and protect them from being destroyed by fire or otherwise, and agrees not to remove or allow any other person to remove and remove.
5. To haul all fence posts and building material required on said premises and do and perform all labor in building and repairing of fences, bridges and laterals on said premises during said term without expense to said first party.
6. To give to the said party of the first part at least three days notice before threshing; to gather the rent share of the corn not later than December 15, 19..... That the second party will not gather his share of corn first; but that all crops grown under this lease shall be divided as follows, to-wit: All corn to be divided as gathered, all wheat and other small grain divided at the machine, all hay, cane and other rough feed to be stacked and divided in the stack.
7. That he will not prepare the ground for or plant or sow any crop on said premises which will not mature until after the expiration of the term of this lease without first obtaining the written consent of the party of the first part.
8. That he plant or sow no cane, millet, barley or oats on said land, except as may be especially agreed herein.
9. That said party of the first part or his agents or employes, shall he deem it necessary for the proper care and preservation of the crops on said premises, may at the cost and expense of the party of the second part employ men and teams to go upon said premises and cultivate the crops, or any part thereof, or harvest or irrigate the crops, or do anything that is necessary to promote their growth or to save them at any time before they are in the granaries, or to destroy Russian thistles or other weeds upon said premises, or in public highways or along the fences or edges or borders of fields or along laterals; and the first party shall be entitled and authorized to pay for such labor the sum of \$2.50 per day for single hands and \$4.00 per day for man and team and second party agrees that all moneys so expended shall be included in and secured by the lien given by him for the rent accruing under this lease.

\* until terminated.



12. That the second party shall not re-lease, sub-lease or assign this lease or any part thereof without the written consent of said first party; and that at the expiration of the term herein granted he will surrender peaceable possession of said premises unto the party of the first part or his assigns with all buildings or other improvements thereon belonging to said first party in as good condition as they now are or may be at any time during the continuance of this lease, ordinary wear and loss by fire excepted; and it is further expressly agreed that no extension of this lease shall be binding on either party until the same shall be reduced to writing and signed by the parties hereto; and no conversation which the parties may have with reference to extending this lease or making another lease for a new term shall be considered a contract until the same shall be reduced to writing and signed by the parties hereto.

13. The party of the first part reserves the right and is entitled to build or construct irrigation laterals through any part of said land for the purpose of running water for irrigation purposes to any other lands owned by the first party, and second party hereby waives any and all claims for damages which may be incurred thereby.

14. Said party of the first part or his lessees or assigns may at any time during the term of said lease go upon said premises to inspect the same, or to make improvements thereon, or to break new land, or for the purpose of fall plowing and irrigating; and at any time after the first of August, 19....., may enter upon the stubble land on which small grain has been grown for the purpose of irrigating and preparing the same and planting or sowing crops thereon, and upon the ground upon which corn is grown during said season at any time on or after the first day of September, 19....., to irrigate and plant or sow small grain, in such corn field; and the said party of the second part agrees to protect any crops so planted during the terms of this lease.

15. If the said party of the second part shall refuse or neglect to give the chattel mortgage provided for herein to secure the same, he shall give or attempt to give any other person or persons any lien upon his portion of said crops prior to the execution and delivery of the chattel mortgage to the party of the second part or if he shall fail, neglect or refuse to perform any of the conditions or terms of this lease on his part to be performed, then this lease shall at once terminate and be at an end, and the said party of the first part shall be entitled to immediate possession of said premises and all crops thereon, and said second party shall in that event be held and considered to have planted said crops for the benefit of said first party and shall be paid for such services as follows: Second party may sell said crop in the condition it then in, for cash at private sale; or he may at his option cause said crops to be further cultivated, or gathered and sold in such market as he may see fit, in either event the proceeds thereof shall be applied first to the payment of the expense incurred by said first party in the premises, including any services by him in connection therewith, second, in the payment of said rent due him under the terms of this lease, third, the remainder, if any, shall be paid to the party of the second part for his services in planting and cultivating said crop and seed furnished by him.

It is further agreed that this lease includes and embodies all of the terms and conditions of the contract between said parties and that no statement, representation, promise, agreement or condition of any character shall be binding upon either party hereto unless embodied in this written lease.

16. Party of the first part shall pay all water charges, and each party shall pay a share of the cost of insecticides and chemical fertilizer which is proportionate to the party's interest in the crop on which the insecticide or fertilizer is used.

17. This lease also is subject to the terms and conditions set forth in an ADDENDUM which is attached to and is by reference incorporated in and made

The covenants and agreements herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

Dated this 27th day of February, 1976.

WITNESS:  
*[Signature]*  
 City Clerk  
 STATE OF NEBRASKA, Scotts Bluff County, ss.

CITY OF SCOTTSBLUFF, NEBRASKA

By *[Signature]* Mayor

*[Signature]*  
 Rodney Adams, A. D. 1976, before me

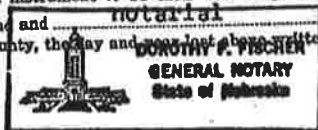
On this 27th day of February

notary public

not qualified for and residing in said county, personally came *[Signature]* Mayor of the City of Scottsbluff, Nebraska, a municipal corporation the said lessor.

to me known to be the identical persons described in and who executed the foregoing conveyance as lessor, and acknowledged the said instrument to be their voluntary act and deed of the corporation.

WITNESS my hand and seal at Scottsbluff, Nebraska in said county, this day and year last above written.



*[Signature]*  
 Notary Public  
 My commission expires: Feb. 11, 1977

\* a part of this lease.

F A R M L E A S E

FROM \_\_\_\_\_ TO \_\_\_\_\_

From \_\_\_\_\_ 19 \_\_\_\_\_ To \_\_\_\_\_ 19 \_\_\_\_\_

STATE OF \_\_\_\_\_ County \_\_\_\_\_

Filed for Record \_\_\_\_\_ M. A. D. 19 \_\_\_\_\_

and recorded in Book \_\_\_\_\_ of \_\_\_\_\_ Page \_\_\_\_\_

Clark \_\_\_\_\_ Deputy \_\_\_\_\_

The Rufinas General Supply House, Lincoln, Nebr.

## AGREEMENT

This Agreement is made on \_\_\_\_\_, 2016 between the City of Scottsbluff, Nebraska, a Municipal Corporation, (the "Seller") and Samuel G. Adams, a married person, (the "Buyer").

### Recitals:

a. The Seller is the owner of the following described real estate along with all permanent improvements (the "Real Estate"):

Lot 2, Block 6, Immigrant Trail Subdivision a Replat of Block 6, Immigrant Trail Subdivision and part of Lot 2, Block 1, Second Immigrant Trail Subdivision, Scotts Bluff County, Nebraska, containing approximately 39.22 acres, more or less.

b. The Seller desires to sell and the Buyer desires to purchase the Real Estate according to the terms of this Agreement.

### Agreement:

#### 1. Purchase Price:

The Purchase Price shall be \$215,000.00, payable as follows:

a. \$ 1,000.00 as a down payment payable at the time of signing this Agreement (the "Down Payment"). The Down Payment shall be paid to the Closing Agent and held until closing, at which it shall be applied to the Purchase Price or until termination of this Agreement at which time it shall be returned to the Buyer.

b. The balance of \$214,000.00 shall be paid at Closing in cash or cash equivalent.

#### 2. Closing and Possession:

Possession shall be delivered to the Buyer at the time of closing (the "Closing"). The Closing shall take place within thirty (30) days after the expiration of time for filing a remonstrance against the sale, but in no event shall the closing be later than December 30,

2016. At the Closing, the Seller shall deliver to the Buyer a Warranty Deed free and clear of all liens and encumbrances, excepting easements, restrictions, reservations, rights-of-way of record and subject to standard exceptions in the title insurance policy.

**3. Evidence of Title:**

Prior to the Closing, the Seller shall furnish to the Buyer a title insurance commitment binder showing that the Seller has merchantable title to the Real Estate. The Seller shall have a reasonable time to correct any defects and, if necessary, the Closing shall be delayed accordingly. If it is impossible to perfect title or if defects exist which will require court action or an unreasonable expense or time to cure, the Buyer or Seller shall have the option to terminate this Agreement upon written notice to the other party. In the event the either party elects to terminate this Agreement, the Down Payment shall be returned to the Buyer.

**4. Taxes:**

The Seller shall pay all real estate taxes levied against the Real Estate for all years prior to the year of the Closing along with all special assessments levied on the Real Estate in full. The real estate taxes for the year of the Closing, if any, shall be prorated between the parties to date of the Closing based on the most recent tax statement available. The Seller has not received any notice of any special assessments which affect the Real Estate and to the Seller's knowledge, no such assessments are pending or contemplated.

**5. Risk of Loss:**

Risk of loss for any and all improvements, if any, to the Real Estate shall remain with the Seller until the Closing.

**6. Inspection and Disclosures:**

The Buyer has personally inspected the Real Estate and is entering into this Agreement based on that inspection and not on any representations or warranties, express or implied, made by the Seller. The Buyer is purchasing the Real Estate "AS IS". The parties acknowledge that a portion of the Real Estate is subject to a Farm Lease and that the Seller has taken steps to terminate the Farm Lease and deliver possession of the Real Estate to the Buyer at the time of the Closing.

**7. Conditional Agreement:**

This Agreement and the Closing are conditional upon no remonstrance against the sale being filed. If a valid remonstrance is filed, the Closing shall not take place and the Down Payment shall be returned to the Buyer. The Buyer acknowledges the Seller is required to pass an Ordinance, provide Notice and publish terms of this Agreement prior to the time the parties are able to close this Agreement.

**8. Buyer's Agreement:**

Buyer agrees, and the Seller is expressly relying upon the Buyer agreeing to abide with the Declaration of Covenants and Restrictions for Immigrant Trail Subdivision recorded as Instrument #2005-7805 in the records of the Scotts Bluff County Register of Deeds Office. Buyer agrees not participate in or commence any Amendments to the declarations as set forth in Section 14.6 until the 20 year term expires as set forth in Section 14.7.

In addition, Buyer agrees to use his best efforts to develop the Real Estate and do so in a reasonable and timely fashion.

**9. Seller's Representations:**

The Seller represents to the Buyer that to the best of the Seller's knowledge:

a. No sources of contamination exist on the Real Estate which would obligate the Buyer to clean up expenses under Federal or State environmental laws and regulation, and the Seller has received no notice of the existence of such contamination. In addition, the Seller has received no notice of any action or proposed action by governmental authorities concerning contamination of the Real Estate. Buyer is entitled to obtain a Phase I inspection at his expense.

b. The Seller has received no notices from any governmental authority, indicating that the Real Estate is in violation of any zoning, building, environmental, fire or health codes or similar statutes or that the current operation of the Real Estate does not comply with all applicable governmental laws, rules, and regulations.

c. There is no actual or threatened, suit or claim resulting from any controversy which may adversely affect the Real Estate or its ownership.

d. There are no claims for construction liens or any unpaid amounts for labor or material which would give rise to construction liens.

**10. Expenses of Sale:**

The cost of the preparation of this Agreement shall be paid by Seller. Both parties shall equally divide the cost to prepare the Warranty Deed along with the cost of closing, including preparing the closing statement, and the cost of any owner's title insurance coverage. The cost of the documentary stamp tax, if any, shall be paid by the Seller. Buyer shall pay any fee to which a realtor may be entitled as a result of this Agreement.

**11. Default:**

Time is of the essence. If either party shall default in the performance of this Agreement, the other party shall have all legal remedies available to them.

**12. General Provisions:**

- a. This Agreement shall not be assignable by either party.
- b. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Agreement shall relieve any party of its obligations under this Agreement.
- c. No waiver of any breach of any provision of this Agreement will be deemed a waiver of any other breach of this Agreement. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.
- d. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.
- e. This Agreement shall be construed according to the laws of Nebraska.
- f. This Agreement contains the entire agreement of the Parties. This Agreement may be amended only in writing signed by all parties.

[SIGNATURE PAGE WILL FOLLOW]

CITY OF SCOTTSBLUFF, NEBRASKA  
a Municipal Corporation, SELLER,

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

\_\_\_\_\_  
Samuel G. Adams, Buyer

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

State of Nebraska, Scotts Bluff County:

This Agreement was acknowledged before me on \_\_\_\_\_, 2016, by Randy Meininger, Mayor of the City of Scottsbluff, Nebraska, Seller.

\_\_\_\_\_  
Notary Public

State of Nebraska, Scotts Bluff County:

This Agreement was acknowledged before me on \_\_\_\_\_, 2016, by Samuel G. Adams, a married person, Buyer.

\_\_\_\_\_  
Notary Public

# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

## **Item Reports2**

**Council to remove from the table the item regarding the sale of property in the Immigrant Trail Subdivision to Samuel G. Adams.**

**Staff Contact: Nathan Johnson, City Manager**



# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

## **Item Reports3**

**Council to consider the contract selling approximately 39.22 acres of city-owned property in Immigrant Trail Subdivision to Samuel G. Adams in the amount of \$215,000.00 and authorize the Mayor to execute the contract.**

**Staff Contact: Nathan Johnson, City Manager**

## **AGREEMENT**

This Agreement is made on \_\_\_\_\_, 2016 between the City of Scottsbluff, Nebraska, a Municipal Corporation, (the "Seller") and Samuel G. Adams, a married person, (the "Buyer").

### **Recitals:**

a. The Seller is the owner of the following described real estate along with all permanent improvements (the "Real Estate"):

Lot 2, Block 6, Immigrant Trail Subdivision a Replat of Block 6, Immigrant Trail Subdivision and part of Lot 2, Block 1, Second Immigrant Trail Subdivision, Scotts Bluff County, Nebraska, containing approximately 39.22 acres, more or less.

b. The Seller desires to sell and the Buyer desires to purchase the Real Estate according to the terms of this Agreement.

### **Agreement:**

#### **1. Purchase Price:**

The Purchase Price shall be \$215,000.00, payable as follows:

a. \$ 1,000.00 as a down payment payable at the time of signing this Agreement (the "Down Payment"). The Down Payment shall be paid to the Closing Agent and held until closing, at which it shall be applied to the Purchase Price or until termination of this Agreement at which time it shall be returned to the Buyer.

b. The balance of \$214,000.00 shall be paid at Closing in cash or cash equivalent.

#### **2. Closing and Possession:**

Possession shall be delivered to the Buyer at the time of closing (the "Closing"). The Closing shall take place within thirty (30) days after the expiration of time for filing a remonstrance against the sale, but in no event shall the closing be later than December 30,

2016. At the Closing, the Seller shall deliver to the Buyer a Warranty Deed free and clear of all liens and encumbrances, excepting easements, restrictions, reservations, rights-of-way of record and subject to standard exceptions in the title insurance policy.

**3. Evidence of Title:**

Prior to the Closing, the Seller shall furnish to the Buyer a title insurance commitment binder showing that the Seller has merchantable title to the Real Estate. The Seller shall have a reasonable time to correct any defects and, if necessary, the Closing shall be delayed accordingly. If it is impossible to perfect title or if defects exist which will require court action or an unreasonable expense or time to cure, the Buyer or Seller shall have the option to terminate this Agreement upon written notice to the other party. In the event the either party elects to terminate this Agreement, the Down Payment shall be returned to the Buyer.

**4. Taxes:**

The Seller shall pay all real estate taxes levied against the Real Estate for all years prior to the year of the Closing along with all special assessments levied on the Real Estate in full. The real estate taxes for the year of the Closing, if any, shall be prorated between the parties to date of the Closing based on the most recent tax statement available. The Seller has not received any notice of any special assessments which affect the Real Estate and to the Seller's knowledge, no such assessments are pending or contemplated.

**5. Risk of Loss:**

Risk of loss for any and all improvements, if any, to the Real Estate shall remain with the Seller until the Closing.

**6. Inspection and Disclosures:**

The Buyer has personally inspected the Real Estate and is entering into this Agreement based on that inspection and not on any representations or warranties, express or implied, made by the Seller. The Buyer is purchasing the Real Estate "AS IS". The parties acknowledge that a portion of the Real Estate is subject to a Farm Lease and that the Seller has taken steps to terminate the Farm Lease and deliver possession of the Real Estate to the Buyer at the time of the Closing.

**7. Conditional Agreement:**

This Agreement and the Closing are conditional upon no remonstrance against the sale being filed. If a valid remonstrance is filed, the Closing shall not take place and the Down Payment shall be returned to the Buyer. The Buyer acknowledges the Seller is required to pass an Ordinance, provide Notice and publish terms of this Agreement prior to the time the parties are able to close this Agreement.

**8. Buyer's Agreement:**

Buyer agrees, and the Seller is expressly relying upon the Buyer agreeing to abide with the Declaration of Covenants and Restrictions for Immigrant Trail Subdivision recorded as Instrument #2005-7805 in the records of the Scotts Bluff County Register of Deeds Office. Buyer agrees not participate in or commence any Amendments to the declarations as set forth in Section 14.6 until the 20 year term expires as set forth in Section 14.7.

In addition, Buyer agrees to use his best efforts to develop the Real Estate and do so in a reasonable and timely fashion.

**9. Seller's Representations:**

The Seller represents to the Buyer that to the best of the Seller's knowledge:

a. No sources of contamination exist on the Real Estate which would obligate the Buyer to clean up expenses under Federal or State environmental laws and regulation, and the Seller has received no notice of the existence of such contamination. In addition, the Seller has received no notice of any action or proposed action by governmental authorities concerning contamination of the Real Estate. Buyer is entitled to obtain a Phase I inspection at his expense.

b. The Seller has received no notices from any governmental authority, indicating that the Real Estate is in violation of any zoning, building, environmental, fire or health codes or similar statutes or that the current operation of the Real Estate does not comply with all applicable governmental laws, rules, and regulations.

c. There is no actual or threatened, suit or claim resulting from any controversy which may adversely affect the Real Estate or its ownership.

d. There are no claims for construction liens or any unpaid amounts for labor or material which would give rise to construction liens.

**10. Expenses of Sale:**

The cost of the preparation of this Agreement shall be paid by Seller. Both parties shall equally divide the cost to prepare the Warranty Deed along with the cost of closing, including preparing the closing statement, and the cost of any owner's title insurance coverage. The cost of the documentary stamp tax, if any, shall be paid by the Seller. Buyer shall pay any fee to which a realtor may be entitled as a result of this Agreement.

**11. Default:**

Time is of the essence. If either party shall default in the performance of this Agreement, the other party shall have all legal remedies available to them.

**12. General Provisions:**

- a. This Agreement shall not be assignable by either party.
- b. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Agreement shall relieve any party of its obligations under this Agreement.
- c. No waiver of any breach of any provision of this Agreement will be deemed a waiver of any other breach of this Agreement. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.
- d. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.
- e. This Agreement shall be construed according to the laws of Nebraska.
- f. This Agreement contains the entire agreement of the Parties. This Agreement may be amended only in writing signed by all parties.

[SIGNATURE PAGE WILL FOLLOW]

CITY OF SCOTTSBLUFF, NEBRASKA  
a Municipal Corporation, SELLER,

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

\_\_\_\_\_  
Samuel G. Adams, Buyer

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

State of Nebraska, Scotts Bluff County:

This Agreement was acknowledged before me on \_\_\_\_\_, 2016, by Randy Meininger, Mayor of the City of Scottsbluff, Nebraska, Seller.

\_\_\_\_\_  
Notary Public

State of Nebraska, Scotts Bluff County:

This Agreement was acknowledged before me on \_\_\_\_\_, 2016, by Samuel G. Adams, a married person, Buyer.

\_\_\_\_\_  
Notary Public

# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

## **Item Reports4**

**Council to consider Memorandum of Agreement with the Wyoming Water Development Commission for the Platte Alliance Water Supply, Level II Study and authorize the Mayor to execute the contract.**

**Staff Contact: Nathan Johnson, City Manager**

**MEMORANDUM OF AGREEMENT BETWEEN  
WYOMING WATER DEVELOPMENT COMMISSION  
AND  
CITY OF SCOTTSBLUFF, NEBRASKA  
PLATTE ALLIANCE WATER SUPPLY, LEVEL II STUDY**

1. **Parties.** The parties to this Memorandum of Agreement [MOA] are the Wyoming Water Development Commission [WWDC], whose address is 6920 Yellowtail Road, Cheyenne, Wyoming 82002; and the City of Scottsbluff, Nebraska [Scottsbluff NE], whose address is 2525 Circle Drive, Scottsbluff, Nebraska 69361.

2. **Purpose.** The purpose of this MOA is to describe the terms and conditions of a joint agreement to fund and conduct the Platte Alliance Water Supply [PAWS] Level II project [Project], a regional interstate drinking water feasibility study. The Project was authorized by the Wyoming Legislature as part of the Wyoming Water Development Program, pursuant to the 2016 Wyo. Session Laws. Ch. 38. As such, the Project shall be completed in accordance with all Water Development Program statutes, criteria, and regulations.

3. **Term of MOA.** This MOA shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOA and shall remain in full force and effect until December 31, 2019.

4. **Authority.** The WWDC is authorized to enter into this MOA pursuant to Wyo. Stat. Ann. § 16-1-101. Scottsbluff NE is authorized to enter into this MOA pursuant to Neb. Rev. Stat. § 13-804. A separate legal or administrative entity is not created by this MOA.

5. **Payment.** Scottsbluff NE agrees to pay the WWDC fifty percent (50%) of the total for consultant contract services completed for the Project. WWDC agrees to pay fifty percent (50%) of the total for consultant contract services completed for the Project. The total payment by both parties for consultant contract services completed for the Project shall not exceed three hundred ninety thousand dollars (\$390,000). All payments for services completed shall be made from the Scottsbluff NE 2016 PAWS project budget and from the WWDC New Development Water Account I – 2016 PAWS Level II planning project budget. Both parties shall provide timely payment in accordance with this MOA.

6. **Data to be Furnished.** All initial, interim, and final information, memoranda, data, reports, and maps as are furnished and/or available to either party for the Project shall be furnished to the other party without charge.

7. **Responsibilities of WWDC.**

**A. Project Management.** In implementing, conducting, and completing the Project, the WWDC shall:

MOA BETWEEN WYOMING WATER DEVELOPMENT COMMISSION AND CITY OF SCOTTSBLUFF, NEBRASKA  
PLATTE ALLIANCE WATER SUPPLY, LEVEL II STUDY



- (i) After consultation with, and advice from Scottsbluff NE, provide the Project consultant all criteria and full information regarding its requirements for the Project and project specifications, as defined by an itemized scope of services for a consultant contract.
- (ii) Allow Scottsbluff NE a role in the WWDC consultant services selection process, including review of proposals, ranking of proposals, interviews, and the final selection decision. The consultant selection will follow guidelines approved by the WWDC on August 19, 2011. Per Wyo. Stat. Ann. § 9-2-1031(a) through 9-2-1031(b), the WWDC shall make the final decision on the consultant services selection.
- (iii) After consultation with, and advice from Scottsbluff NE, enter into and execute the consultant services contract in accordance with Wyo. Stat. Ann. § 9-2-1032, and thereafter administer the contract until cessation.
- (iv) Provide day-to-day project management.
- (v) Copy and submit to Scottsbluff NE all pay invoices, documentation, and status reports for review and request of match payment for total services completed.
- (vi) Remit all invoices to the consultant upon receipt of match payment by Scottsbluff NE.
- (vii) Provide Scottsbluff NE a schedule of all project meetings and provide proper notice and invitation to unscheduled meetings.
- (viii) Provide to Scottsbluff NE all consultant-generated work products.
- (ix) Provide technical input throughout the project on all consultant-generated work products.
- (x) Share all project communication and correspondence with Scottsbluff NE.
- (xi) Examine all interim, draft, and final submittals (studies, reports, summaries, technical memoranda, graphics, estimates of construction costs, and other documents related to the project) and promptly render in writing to Scottsbluff NE the WWDC's opinions pertaining thereto, subject to Scottsbluff NE's right of approval of all final submittals as set forth in paragraph 9 below.

**B. Regional/State Facilitation.** The WWDC shall act as the lead governmental entity in fostering interest, soliciting partners, and introducing project concepts to potential beneficiary communities and water users in eastern Wyoming. WWDC shall also lead in communicating project concepts and opportunities to appropriate State of Wyoming governmental agencies, sub-governmental agencies/organizations, state legislature representatives, state executive branch officials, and Wyoming's U.S. congressional delegation.

## **8. Responsibilities of Scottsbluff NE.**

**A. Project Management.** As a cooperating party in implementing, conducting, and completing the Project, Scottsbluff NE shall:

- (i) Provide the Project consultant and WWDC all criteria and full information regarding its requirements for the Project and project specifications, as defined and guided by an itemized scope of services for a consultant contract.
- (ii) Consult with and advise the WWDC regarding consultant selection for the Project.
- (iii) Share all project communication and correspondence with the WWDC.
- (iv) Provide technical input throughout the project on all consultant-generated work products.
- (v) Examine all interim, draft, and final submittals (studies, reports, summaries, technical memoranda, graphics, estimates of construction costs, and other documents related to the project) and promptly render in writing to the WWDC Scottsbluff NE's opinions pertaining thereto, subject to the right of approval of all final submittals as set forth in paragraph 9 below.

**B. Remittance for Consultant Services Invoicing to WWDC.** Upon receipt from the WWDC, in accordance with Section 7.A.(v) and (vi), matching fund payments by Scottsbluff NE to the WWDC shall be made monthly based on invoices originating from the consultant.

**C. Regional/State Facilitation.** Scottsbluff NE shall act as the lead governmental entity in fostering interest, soliciting partners, and introducing project concepts to potential beneficiary communities and water users in western Nebraska. Scottsbluff NE shall also lead in communicating project concepts and opportunities to appropriate State of Nebraska governmental agencies, sub-governmental agencies/organizations, state legislature representatives, state executive branch officials, and Nebraska's U.S. congressional delegation.

**9. Cooperation.** Recognizing that they are partners in the PAWS project, both parties agree to cooperate with the other party, provide timely communications, and information as requested. The WWDC shall consult with, and be advised by, Scottsbluff NE on decisions relating to the Project. Scottsbluff NE shall consult with, and advise the WWDC on decisions relating to the Project. In the event of disagreement the Parties shall attempt to find a resolution and compromise. If a compromise cannot be attained and there exists an inability to move the Project forward, the WWDC shall retain final decision making authority. Notwithstanding the foregoing, no final submittals (including any studies, reports, summaries, technical memoranda, graphics, estimates of construction costs, and other documents related to the project) shall be approved by the WWDC unless also approved by Scottsbluff NE.

**10. Special Provisions.**

**A. Authority of Persons Executing Agreement.** The persons and entities executing this MOA on behalf of the Parties are recognized by the Parties as those persons and entities authorized to bind the respective Parties to the terms hereof. Each person executing this MOA has the full power and authority to bind the respective party to the terms of this MOA.

**B. Non-waiver.** None of the provisions of this MOA shall be considered waived by any party, except when such waiver is given in writing. The failure of a party to insist in any one or more instances upon strict performance of any of the provisions of this MOA or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or its relinquishment of any such rights for the future, but such provisions and rights shall continue and remain in full force and effect.

**C. Accounting.** Both parties shall keep records of funds and expenditures provided under this MOA in accordance with generally accepted accounting practices.

**D. Termination.** This MOA may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail. Both parties shall split the refund of any payment made under this MOA if such refund is received after termination. Neither party shall be liable to any invoices or fees incurred after the effective date of termination.

**E. Liability.** Neither Party to this MOA or any of its directors, officers, agents, employees and authorized volunteers, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party to this MOA in connection with any work, obligation, authority or any criteria arising out of this MOA.

**11. General Provisions.**

**A. Amendments.** Either party may request changes in this MOA. Any changes, modifications, revisions, or amendments to this MOA which are mutually

agreed upon by the parties to this MOA shall be incorporated by written instrument, executed and signed by all parties to this MOA.

**B. Publicity.** Any publicity regarding the Project, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the parties, shall identify Goshen County, Wyoming - Board of Commissioners as the Level II PAWS study sponsoring entity, and the WWDC and Scottsbluff NE as the funding partners, and shall not be released without prior written approval from the WWDC and Scottsbluff NE. The term publicity in this paragraph shall not include any articles, reports, or other journalism produced by independent third parties as a result of this MOA being discussed and considered by either party at any meeting required to be open to the public.

**C. Availability of Funds.** Each payment obligation of either party is taken upon the promise or availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOA may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this MOA to acquire similar services from another party.

**D. Entirety of Agreement.** This MOA, consisting of seven (7) pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Indemnification.** Neither Party to this MOA agrees to indemnify the other party or to hold harmless the other party from liability thereunder.

**F. Notice.** All notices arising out of, or from, the provisions of this MOA shall be in writing and given to the Parties either by regular mail, email, or delivery in person.

**G. Prior Approval.** This MOA shall not be binding upon either party unless this MOA has been reduced to writing before performance begins as described under the terms of this MOA, and unless this MOA is approved as to form by the Wyoming Attorney General or his representative and the Scottsbluff NE City Attorney.

**H. Severability.** Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

**I. Sovereign Immunity.** The State of Wyoming, WWDC, and Scottsbluff NE do not waive sovereign or governmental immunity by entering into this MOA, and

each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA.

**J. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOA shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOA shall operate only between the parties to this MOA and shall inure solely to the benefit of the parties to this MOA. The provisions of this MOA are intended only to assist the parties in determining and performing their obligations under this MOA.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

12. **Signatures.** The parties to this MOA, through their duly authorized representatives, have executed this MOA on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA as set forth herein.

The effective date of this MOA is the date of the signature last affixed to this page

**WYOMING WATER DEVELOPMENT COMMISSION**

\_\_\_\_\_  
Sheridan Little, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Todd L. Werbelow, Secretary

\_\_\_\_\_  
Date

WITNESS:

\_\_\_\_\_  
Name Printed:

\_\_\_\_\_  
Date

**CITY OF SCOTTSBLUFF, NEBRASKA**

\_\_\_\_\_  
Randy Meininger, Mayor

\_\_\_\_\_  
Date

WITNESS:

\_\_\_\_\_  
Name Printed:

\_\_\_\_\_  
Date

**WYOMING ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

*Samantha Caselli #156638*  
\_\_\_\_\_  
Samantha Caselli, Assistant Attorney General

*8/12/16*  
\_\_\_\_\_  
Date

Representing: Wyoming Water Development Commission

**CITY OF SCOTTSBLUFF APPROVAL AS TO FORM**

\_\_\_\_\_  
Howard P. Olsen, City Attorney  
Representing: City of Scottsbluff, Nebraska

\_\_\_\_\_  
Date

# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

## **Item Reports5**

**Council to endorse the Gering City Council selection of Power Screening LLC for the landfill shredder and authorize use of the landfill fund for the purchase.**

**Staff Contact: Nathan Johnson, City Manager**

**Agenda Item Summary**

**For the meeting of:** August 18, 2016  
**Agenda item title:** Landfill Shredder – Award of Bid  
**Submitted by:** Paul Snarr, City Engineer & Darrell Vance, Director of Environmental Services  
**Explanation of the agenda item:** Selection of Qualified Bidder

The City received a grant from NDEQ in the amount of \$169,588.00 which is applicable to machines exceeding \$705,488.00. The City received 4 bids and are shown below with an additional dollar amount reflecting the NDEQ Grant:

- Morbark, LLC: \$706,665.00 – deduction with grant \$537,077.00.
- Humdinger Equipment, LTD: \$729,652.00 – deduction with grant \$560,064.00.
- **Power Screening, LLC: \$709,875.00 – deduction with grant \$540,287.00.**
- Murphy Tractor & Equipment Company: \$512,349.00 – no deduction with grant.

**Board/Commission/Staff Recommendation:**

Morbark, Humdinger, and Power Screening met most of the specifications and were comparable machines whereas Murphy Tractor had a good machine and it demonstrated well; however did not meet the City specifications including engine, hydraulic system, service, etc... City specifications required a 2016 model with less than 20 hours and Morbark bid a 2016 model with 147 hours. Staff recommends awarding the Landfill Shredder Bid to Power Screening, LLC in the amount of \$709,875.00.

Does this item require the expenditure of funds?	<u>  X  </u>	yes	<u>          </u>	No
Are funds budgeted?	<u>  X  </u>	yes	<u>          </u>	no

If no, comments:

Estimated Amount	\$705,488.00 – this was the amount used for obtaining the NDEQ Grant
Amount Budgeted	\$705,488.00
Department	Landfill
Account	204-01-1130
Account Description	Set Aside Account - Equipment

Approval of funds available: \_\_\_\_\_  
 City Treasurer/Finance Director

Does this item require a resolution or an ordinance? \_\_\_\_\_ yes \_\_\_\_\_ X \_\_\_\_\_ no

If a resolution or ordinance is required, it must be attached.

Please list all names and addresses of those to be notified. Selected and non-selected bidders

Approved for submittal: \_\_\_\_\_  
 Mayor, City Council member, City Administrator, City Clerk

Referred to: \_\_\_\_\_ Committee





CITY OF GERING LANDFILL

Landfill Shredder

BIDDERS COMPARISONS - BID OPENING 8/3/2016

Gering, NE 69341

NDEQ Grant Information	08/11/16	Morbark, LLC		Humdinger Equipment, ITD		Power Screening, LLC		Murphy Tractor & Equipment Co	
	Grant Total	Equipment	Bid Total \$	Equipment	Bid Total \$	Equipment	Bid Total \$	Equipment	Bid Total \$
Total Match	\$705,488.00	Morbark HT - 1042 Shredder	\$706,665.00	Tana Shark 440DT ECO Low Speed Shredder	\$729,652.00	Komptech Terminator 6000	\$709,875.00	Doppstadt DW 3060K	\$512,349.00
Grant Dollars	\$169,588.00	NDEQ Grant	\$169,588.00	NDEQ Grant	\$169,588.00	NDEQ Grant	\$169,588.00	NDEQ Grant - Below Minimum	\$0.00
Minimum Amount - 100 Grant if Below this Amount	\$535,900.00	TOTAL	\$537,077.00	TOTAL	\$560,064.00	TOTAL	\$540,287.00	TOTAL	\$512,349.00
<b>Recommendation:</b>		<b>Specification Deficiencies:</b>		<b>Specification Deficiencies:</b>		<b>Specification Deficiencies:</b>		<b>Specification Deficiencies:</b>	
<p>NDEQ requires a minimum of 3 comparable bids (similar machines) in order to use the grant. Staff felt the Bid from Murphy Tractor did not compare as equally to Morbark, Humdinger, and Power Screening. Staff would recommend the Komptech Terminator 6000 from Power Screening, LLC due to the lower price of the 3 comparable shredders (Morbark's bid is \$3,210.00 lower but using a used machine).</p>				Engine required Tier 3 - bid exceeded this with Tier 4 they had a used machine with Tier 3 for \$25K less				Engine required 575 hp - bid 428 hp	
				Engine required 4 heavy duty 950 CCA maintenance free batteries - bid 2 1400 CCA batteries	Engine required 4 heavy duty 950 CCA maintenance free batteries - bid 2-1100 CCA batteries	Engine required 4 heavy duty 950 CCA maintenance free batteries - met CAT C18 Acert Engine		Engine required 915 cubic inches - did not meet	
								Hydraulic System required 50 gallons - bid 30 gal	
								Fuel Tank required min of 180 gal - bid 150 gal	
					Service required sectional conveyors - bid consisted of one continuous conveyor			Service required numerous self diagnostics - did not meet	
								Shredding Unit - Required shaft to automatically reverse - bid manual reverse	
								Shredding Unit - Required 30 teeth min on the shaft - bid 21 teeth	
				Hopper - Required fully hydraulic adjustable walls - bid did not meet	Hopper - Required fully hydraulic adjustable walls - bid did not meet			Hopper - Required fully hydraulic adjustable walls - bid did not meet	
				Hopper - Required remote to adjust walls - bid did not meet this	Hopper - Required remote to adjust walls - bid did not meet this			Hopper - Required remote to adjust walls - bid did not meet this	
								Remote - Required remote to start/stop - bid did not include start	
							Remote - Required remote to adjust conveyor discharge height - bid did not include		
			Safety - Required Shredder to be new 2016 model with less than 20 hours - bid 2016 w/147 hours				Programs - Required 3 Std Program Settings based on material and a 4th to be customized - not bid		
			150 hrs.				Brand New		

# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

## **Item Reports6**

**Council to receive a report on the projects completed by Rick Kuckkahn.**

**Staff Contact: Nathan Johnson, City Manager**

# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

## **Item Resolut.1**

**Council to consider an Ordinance amending the code regarding utility user fees, effective October 1, 2016 (second reading).**

**Staff Contact: Nathan Johnson, City Manager**

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

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE IN REGARD TO SEWER USER FEES AT CHAPTER 6 ARTICLE 6, AMENDING WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, AMENDING THE SURCHARGE FOR STORMWATER AT CHAPTER 6 ARTICLE 6, AND AMENDING ARTICLE 19, CHAPTER 3, BY INSTITUTING A DELINQUENT CHARGE FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR PUBLICATION BY PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 6-6-28 of the Scottsbluff Municipal Code is amended to provide as follows:

**“6-6-28. Water service.**

(1) Each user of the City water system located within the City limits shall pay charges based on bimonthly consumption as follows:

<u>Gallons</u>	<u>Rate per Thousand Gallons</u>
Up to 10,000	\$2.82
10,001 to 20,000	1.857
20,001 to 60,000	1.850
60,001 to 100,000	1.828
Over 100,000	1.812

Consumption of any part of 1,000 gallons shall be considered as consumption of an entire 1,000 gallons for purposes of calculating consumption and the applicable rate(s).

(2) Each user of the City water system located within the City limits shall pay minimum bimonthly charges as follows:

<u>Water Meter Size</u>	<u>Minimum Charge</u>	<u>Gallons</u>
5/8" or 3/4"	\$22.82	10,000
1"	41.39	20,000
1½"	78.38	40,000
2"	106.12	55,000
3"	170.18	90,000
4"	260.90	140,000
6"	369.57	200,000
8"	550.54	300,000

Payment of the minimum charge shall constitute payment in full for any quantity of water not exceeding the amount shown in the "Gallons" column opposite the applicable "Minimum Charge." In the case of premises as to which the final date for connection of the plumbing has been deferred under section 22-1-8, there shall be a bimonthly charge for standby fire protection service of \$6.00.

Each user of the City water system located outside of the City limits, except for whole sale water use provided by the City pursuant to the terms of an agreement, shall pay the following 1.5 times the minimum charges listed above. Provided, whole sale water use and sale shall be sold at an agreed upon amount as set by the City Council for charges outside the City limits.

The rates and fees provided for in this section shall be effective with respect to all connections, installations, and usage on or after October 1, 2016."

Section 2. Section 6-6-19 of the Scottsbluff Municipal Code is amended to provide as follows:

**“6-6-19. Minimum charge.**

Each user shall pay a sewer service charge in the minimum amount of \$41.89 which shall cover the first 10,000 gallons of water consumed by the user during the bimonthly billing period as determined in Chapter 18. Each user shall pay an additional charge of \$3.10 per each 1,000 gallons of water consumed in excess of 10,000 gallons during the applicable billing period. Provided, however, wholesale users shall pay 92.5% of the charges provided in this paragraph.

The rates and fees provided for in this section shall be effective with respect to all connections, installations and usage on or after October 1, 2016, and for usage for which billings are made on or after October 1, 2016.”

Section 3. Section 6-6-22 of the Scottsbluff Municipal Code is amended to provide as follows:

**“6-6-22. Surcharge.**

- (1) There will be a \$2.00 per billing cycle surcharge fee to all residents of the city for stormwater regulatory requirements and the use, upkeep and maintenance of the city’s stormwater collection system.
- (2) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to \$0.50 per pound for the first ten thousand (10,000) pounds of excess B.O.D. per billing cycle (or up to the limit of their contract with the City), and a surcharge of \$1.02 for all additional excess B.O.D. per billing cycle. A contribution of more than twelve thousand (12,000) pounds of excess B.O.D. per billing cycle, in the absence of a contract, shall subject the user to the sanctions and penalties provided in this Chapter. Users with a contract who exceed the limits of their contract may also be subject to the sanctions and penalties provided in this Chapter.
- (3) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to \$0.06 per pound of excess suspended solids per billing cycle.
- (4) The expression “per billing cycle” as used in this section means the period for which the sewer service charge is payable.
- (5) The rates and fees provided in this section shall be effective with respect to usage for which billings are made on or after October 1, 2016.”

Section 4. Chapter 19, Article 3, Section 12 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

**“19-3-12. Service charges, due date, delinquent bill; payment.**

All charges for solid waste collection and disposal service, as provided in the rate schedule at Chapter 6, Article 6, shall be paid at the office of the Finance Director when due according to the billing schedule. The charges for solid waste collection and disposal services under this Article shall be delinquent seventeen (17) days after the date of the bill. A penalty for late payment in the amount of ten percent (10%) of the charge shall be added to each bill when payment has become delinquent. The fact that service has continued after delinquency and payment of such charges shall not be construed as a waiver in any manner of the right to institute necessary and appropriate collection procedures. Whenever a bill for collection and service is delinquent, the City Manager, or his or her designee, may terminate collection and service.”

Section 5. Previously existing Sections 6-6-28, 6-6-19, 6-6-22, and 19-3-12 and all other ordinances and parts of ordinances in conflict herewith are repealed. Provided, however, this ordinance shall not be construed to effect 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 6. This Ordinance shall become effective upon its passing and approval and publication shall be in pamphlet form.

**PASSED and APPROVED** on \_\_\_\_\_, 2016.

Attest:

\_\_\_\_\_  
Mayor

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

Approved as to Form:

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

# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

## **Item Resolut.2**

**Council to consider an Ordinance levying a special assessment in Paving District No. 311 (second reading).**

**Staff Contact: Nathan Johnson, City Manager**

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

**AN ORDINANCE FINDING, ASCERTAINING, DETERMINING, EQUALIZING AND FIXING THE BENEFITS TO AND LEVYING SPECIAL ASSESSMENTS UPON THE LOTS, LAND AND REAL ESTATE ABUTTING UPON AND ADJACENT TO AND ESPECIALLY BENEFITTED BY THE IMPROVEMENTS IN PAVING DISTRICT NO. 311 OF THE CITY OF SCOTTSBLUFF, NEBRASKA, FOR THE PURPOSE OF PAYING THE COSTS OF SUCH IMPROVEMENTS TO THE EXTENT OF SPECIAL BENEFIT TO SUCH LOTS, LANDS, AND REAL ESTATE BY REASON OF SUCH IMPROVEMENTS.**

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

Section 1. That, for the purpose of paying the cost of the improvements in Paving District No. 311 in the City of Scottsbluff, County of Scotts Bluff, Nebraska, the Mayor and City Council, sitting as a Board of Equalization, after publication of notice to property owners as required by law, and after due consideration, determine such costs to be the amount of \$248,742.05, and find, ascertain, determine, equalize and fix special benefits to, and levy assessments on the following lots, parts of lots, lands and real estate in such District as follows:

<b>LOT ASSESSMENT</b>	<b>BLOCK</b>	<b>ADDITION</b>	<b>BENEFIT</b>
Tract 2	Block 6	Five Oaks	\$21,118.25
Lot 1	Block 6	Five Oaks	\$17,752.22
Lot 2	Block 6	Five Oaks	\$17,750.84
Lot 3	Block 6	Five Oaks	\$19,599.05
Lot 8	Block 14	Five Oaks	\$16,891.01
Lot 7	Block 13	Five Oaks	\$17,901.51
Lot 7	Block 5	Five Oaks	\$16,646.13
Lot 8	Block 5	Five Oaks	\$17,297.85
Lot 8a	Block 4	Five Oaks	\$18,249.84
Lot 9a	Block 4	Five Oaks	\$15,637.78
Lot 10a	Block 4	Five Oaks	\$15,637.78
Lot 11a	Block 4	Five Oaks	\$15,626.15
Lot 12a	Block 4	Five Oaks	\$17,515.39
Tract 1 (Park)	Block 14	Five Oaks	\$21,118.25

Section 2. That such special assessments shall be, and the same are hereby made and declared to be, a lien upon such properties from and after this date, and shall be payable in ten (10) equal installments as follows:

- 1/15 within fifty days from date of this levy
- 1/15 within one year of said date;
- 1/15 within two years of said date;
- 1/15 within three years of said date;
- 1/15 within four years of said date;
- 1/15 within five years of said date;
- 1/15 within six years of said date;
- 1/15 within seven years of said date;
- 1/15 within eight years of said date;
- 1/15 within nine years of said date;
- 1/15 within ten years of said date;
- 1/15 within eleven years of said date;
- 1/15 within twelve years of said date;

1/15 within thirteen years of said date;  
1/15 within fourteen years of said date;

Each of such installments except the first shall draw interest at the rate of five and seventy six hundredths percent (5.76%) per annum from date of levy until the same shall become delinquent and, thereafter, any installment, including the first, shall draw interest at the rate of fourteen percent (14%) per annum (or as such rate may from time to time be adjusted by the Legislature) until paid; provided, the owner of any lot, part of lot, lands or real estate, upon which an assessment has been made herein may pay the entire assessment within fifty (50) days after the date of this levy and, thereupon such lot, part of lots, lands, or real estate, upon which an assessment has been made herein may pay the entire assessment within fifty (50) days after the date of this levy, and thereupon such lot, part of lots, lands or real estate be exempt from an lien charge therefor.

Section 3. Such special assessments shall be payable at the office of the City Finance Director in City Hall.

Passed and approved on this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

Approved as to Form:

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



# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

## **Item Resolut.3**

**Council to consider an Ordinance providing for a new 4% occupation tax on hotel accommodations, effective December 1, 2016.**

**Staff Contact: Nathan Johnson, City Manager**

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

AN ORDINANCE PROVIDING FOR A NEW OCCUPATION TAX ON HOTEL ACCOMMODATIONS; REPEALING PRIOR SECTIONS LOCATED IN CHAPTER 6, ARTICLE 6 AND CHAPTER 11, ARTICLE 2 OF THE SCOTTSBLUFF MUNICIPAL CODE, AND PROVIDING PUBLICATION IN PAMPHLET FORM AND FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 6, Article 6 of the Scottsbluff Municipal Code is amended by repealing the existing language and substituting the following language:

**“6-6-18. Occupation Taxes.**

The occupation tax referred to elsewhere in the municipal code shall be upon each of the following occupations and businesses (except as provided in such section) in amounts, respectively, as follows:

- A -

Alcohol, alcoholic liquors. Per year-	
Manufacture of alcohol and spirits .....	\$1,000.00
Catering Licensee .....	200.00
Manufacture of beer .....	500.00
Manufacture of wine .....	500.00
Alcoholic liquor (except beer) wholesaler .....	1,000.00
Beer wholesaler .....	250.00
A - retailer of beer only, for consumption on premises .....	200.00
B - retailer of beer only, for consumption off premises (sale in original packages only) .....	200.00
C - retailer of alcoholic liquors for consumption on premises and off premises (sale in original packages only), except nonprofit corporation which is a club .....	600.00
C - retailer of alcoholic liquors, including beer for consumption on the premises only, nonprofit corporation which is a club .....	150.00
D - retailer of alcoholic liquors, including beer, for consumption off premises (sale in original packages only) .....	400.00
I - retailer of alcoholic liquors, for consumption on premises only .....	500.00
Special Designated License, except for special designated license issued to a holder of a catering license ..	50.00 per day

Non-beverage User

Class 1 .....	5.00
Class 2 .....	25.00
Class 3 .....	50.00
Class 4 .....	100.00
Class 5 .....	250.00

- B -

Billboard advertising, bill posting, thrust upon public view or attention from billboards located upon private property, or elsewhere, for pay or hire, by persons, firms or corporations -  
Per Year .....

..... \$ 25.00

- D -

Dog kennels  
Kennel authorized to keep  
less than five (5) dogs

Per Year .....	25.00
Kennel authorized to keep five (5) dogs or more	
Per Year .....	50.00
Fire insurance company or association	
Per Year .....	5.00
Hawkers and peddlers	
Per Week .....	5.00
Per Year .....	25.00
Hotel Accommodations .....	4% of gross receipts as defined in Section 11-2-6
Pawnbrokers	
Per Year .....	100.00
Petroleum products, refineries of	
Per Year .....	250.00
Pet shop	
Per Year .....	50.00

- R -

Retail Business Occupation Tax. . . One half percent (0.50%) of all General Retail Business Transactions which the State of Nebraska is authorized to impose a tax as allowed by the Nebraska Local Option Revenue act and which are subject to sales and use Tax within an agreed Enhanced Employment Area, except any transaction which action is subject to tax under sections 53-160, 66-489, 66-489.02, 66-4,140, 66-4,145, 66-4,146, 77-2602 or 77-4009 of the Nebraska Revised Statutes or which is exempt from tax under 77-2704.24 of the Nebraska Revised Statutes.”

Section 2. Chapter 11, Article 2 of the Scottsbluff Municipal Code is amended by amending Sections 11-2-4 and adding new Sections 11-2-6 through 11-2-11 and repealing the existing language in Sections 11-2-6 through 11-2-10 to provide as follows:

**“11-2-4. Tax; term; when due; generally.**

Except as provided in the provisions of this Article pertaining to Class C liquor licenses, General Retail Business Transactions within an agreed Enhanced Employment Area and hotel accommodations, on all occupations and businesses upon which such tax is levied at a yearly rate the year for such tax shall be deemed to begin with the first day of May of each year and shall end on the last day of April following; and such tax for each year shall be due and payable, in advance, on the first day of May of every year, and thereafter such tax shall be delinquent. The whole amount of every occupation tax levied at a daily or yearly rate must be paid in one (1) payment before the occupation or business is commenced, whether payment is made at the beginning of the day or year, or at any time thereafter; and no payment made at the beginning of the day or year shall be for any certain time less than such day or year. The whole amount of the tax on the manufacture, distribution or sale of alcoholic liquor shall be paid immediately after the final issuance of a license to the applicant under the Nebraska Liquor Control Act; provided, however, when there is a purchase of an existing licensed business and a new license of the same class is issued, or upon the issuance of a new license for a location which has not been previously licensed, the license fee and occupation taxes shall be prorated on a quarterly basis as of the date of issuance. The tax on hotel accommodations shall be paid according to the Section of this Article concerning such tax.”

**“11-2-6. Same; hotel accommodations.**

(A) Commencing on December 1, 2016, every person, entity, or association engaged in the business of offering or providing hotel accommodations to the public within the City, shall pay to the City an occupation tax equal to a percentage set out in Chapter 6, Article 6 on the gross receipts

of the basic rental rates charged per occupied room per night for hotel accommodations. For purposes of this section, the following definitions shall apply:

- (1) Hotel shall mean any facility in which the public may, for a consideration, obtain sleeping accommodations in any space ordinarily used for accommodations. The term shall include hotels, motels, tourist homes, campgrounds, courts, lodging houses, inns, a bed and breakfast and nonprofit hotels but hotel shall not be defined so as to include hospitals, sanitariums, nursing homes, chronic care centers, or dormitories or facilities operated by an educational institution and regularly used to house students.
- (2) Occupied room shall mean any space ordinarily used for sleeping accommodations and for which any occupant has, for consideration, obtained the use or possession, or the right to use or possess, for a period not to exceed thirty (30) continuous days. The term shall include camping space, trailer space or recreational vehicle space. The term does not include a function room such as a ballroom, banquet room, reception room, or meeting room, provided it is not used as temporary sleeping accommodations.
- (3) Basic rental rate shall mean the monetary charge for the use of an occupied room in a hotel.
- (4) Hotel operator shall mean any person, entity, association, partnership or corporation engaged in the business of offering or providing hotel accommodations, and may be referred to as taxpayer herein.
- (5) The term occupied room shall not mean, and no tax imposed by this Article shall be measured by or collected for:
  - a. Complimentary or other sleeping accommodations for which no consideration is charged;
  - b. Sleeping accommodations for which the consideration is paid by a person not subject to sales and use tax imposed by the Nebraska Revenue Act of 1967, as it is amended from time to time; or
  - c. Sleeping accommodations leased by an employer for use by its employees when a specific room is the subject of the lease, the lease extends for more than thirty (30) consecutive days, and consideration is actually paid for use during at least thirty (30) consecutive days.

(B) The Tax imposed by this Article shall be collected by the hotel operator from the occupant of each room to which the tax applies. The tax may be shown as an add-on to the charge for occupancy of the rooms and shall be collectible at the time the lodging is furnished, regardless of when the charge for the occupancy is paid. The hotel operator shall remain responsible for payment of all taxes imposed whether or not the taxes are actually collected from the guests.

(C) The tax imposed by this Article is purely for revenue purposes to support the programs of the government of the City of Scottsbluff. The levy of the tax under this Article is in addition to all other fees, taxes, excises and licenses levied and imposed under any contract or any other provision of the Municipal Code or Ordinances of the City of Scottsbluff, in addition to any fee, tax, excise or license imposed by the State. Payment of the tax imposed by this Article shall not relieve the person paying the same from payment of any other tax now or hereinafter imposed by contract or ordinance or by this Code, including those imposed for any business or occupation he or she may carry on, unless so provided therein. It is the intent of the Scottsbluff City Council that the occupation taxes imposed by this Article shall be accumulative except where otherwise specifically provided.

(D) It shall be unlawful for any hotel operator subject to this Article to fail to maintain or fail to make available to the City, upon seventy-two (72) hours notice, written records accurately and completely evidencing the number of rooms occupied, the dates the rooms are occupied, the amount of occupation tax due or paid under this Article, and such other information as is required by the Finance Director of the City. Such records shall be maintained for a period of three (3) years after the occupation tax is due.

(E) Notwithstanding any contrary provision of this Chapter, or Code, the tax imposed by this Article shall be due and payable on the first day of each calendar month next succeeding the month during which the room was occupied. All taxes not paid by the twenty-fifth (25<sup>th</sup>) day of the month in which they are due and payable shall be deemed to be delinquent. The hotel operator shall be assessed a penalty of ten percent (10%) on all delinquent amounts as well as interest of one percent

(1%) per month or fraction thereof from the first of the month in which such tax becomes due and payable until the date of payment.

(F) Each and every hotel operator within the City for the calendar month beginning December, 2016, and for each and every calendar month thereafter, shall prepare and file, on or before the 25<sup>th</sup> day of the month or the next business day should the 25<sup>th</sup> fall on a Federal holiday or weekend, following on a form prescribed by the Finance Director, a return for the taxable calendar month, and pay to the Finance Director the tax imposed by the first of day of the month as set forth in paragraph (E) above. Any return that is remitted via the United States Postal Service shall be postmarked by the 25<sup>th</sup> day of the month to be considered an on-time filing. A hotel operator may make reports and remittances quarterly in lieu of monthly if their monthly remittance would be \$100 or less.

(G) If any hotel operator neglects or refuses to make a return or payment of the taxes as required by this Article, the Finance Director shall make an estimate, based upon such information as may be reasonably available, of the amount of taxes due for the period or periods for which the taxpayer is delinquent, and upon the basis of such estimated amount, compute and assess in addition thereto a penalty equal to ten percent (10%) thereof, together with interest of such delinquent tax, at a rate of one percent (1%) per month, or fraction thereof from the date when due. The Finance Director shall give the delinquent taxpayer written notice of such estimated taxes, penalty and interest, which notice must be served personally or by certified mail. Such estimate shall thereupon become an assessment and such assessment shall be final and due and payable from the taxpayer to the Finance Director ten (10) days from the date of service of the notice of the date of mailing by certified mail; however, within such ten (10) day period, the delinquent taxpayer may petition the Finance Director for a revision or modification of such assessment and shall, within such ten (10) day period, furnish the Finance Director the facts and correct figures showing the correct amount of taxes. Any petition by the taxpayer shall be in writing, and the facts and figures submitted shall be submitted in writing and shall be given under oath of the taxpayer. Thereupon, the Finance Director shall modify such assessment in accordance with the facts he or she deems correct. Such adjusted assessment shall be made in writing and notice thereof shall be mailed to the taxpayer within ten (10) days; and all such decisions shall become final upon expiration of thirty (30) days from the date of service, unless proceedings are commenced within that time for an appeal in the District Court of Scotts Bluff County, Nebraska by the filing of a petition with the clerk of the court. This appeal shall be conducted in conformance with the Nebraska Rules of Civil Procedure and rules of the court as may be adopted by the court or enacted by the Legislature.

(H) It shall be the duty of every taxpayer to keep and reserve suitable records and other books or accounts as may be necessary to determine the amount of tax for which he or she is liable hereunder. The records of gross revenue by which the tax is measured shall be kept separate and apart from the records of other sales or receipts in order to facilitate the examination of books and records as necessary for the collection of this tax. It shall be the duty of every taxpayer to keep and preserve for the period of four (4) years all such books, invoices and other records, which shall be open for examination at any time by the finance director or his or her duly designated persons. Such person keeps or maintains their books, invoices, accounts or other records or any thereof, outside of the State, upon demand of the Finance Director, they shall make the same available at a suitable place within the City, to be designated by the Finance Director, for examination, inspection and audit by the Finance Director or his or her duly authorized persons. The duties of the Finance Director herein provided may be performed by any qualified person designated by the Finance Director.

(I) The administration of the provisions of this section are hereby vested in the Finance Director who shall prescribe forms in conformity with this section for the making of returns, for the ascertainment, assessment and collection of the tax imposed hereunder and for proper administration and enforcement hereof. The Finance Director may adopt such rules and regulations as may be necessary or desirable for the administration and enforcement of this Article. This section shall be enforced according to this Article for all occupation taxes payable within the City.”

**“11-2-7. Payment; procedure; receipt.**

The occupation tax levied pursuant to this Article shall be paid to the City Finance Director and the City Finance Director shall keep a proper account of such taxes.”

**“11-2-8. Tax moneys; fund.**

All amounts realized from the collection of the occupation tax levied pursuant to this Article shall be placed to the credit of the General Fund to be used for infrastructure improvement projects or such other fund or funds as designated by the City Council.”

**“11-2-9. Refund; prohibited.**

Except as otherwise provided for in this Article, no person, persons, partnership, association, firm or corporation paying such occupation tax shall be entitled to a refund of any part of the tax so paid.”

**“11-2-10. Nonpayment; distress proceedings.**

Upon the failure of any person, persons, partnership, association, firm or corporation to pay such tax when demand is made by the City, the City Finance Director is authorized to issue a distress warrant over the corporate seal, directed to the Police Chief and commanding the Police Chief forthwith to collect, by distress and sale of goods and chattels for the person, persons, partnership, association, firm or corporation in such warrant named, the occupation tax due and unpaid. The Police Chief for their services shall be entitled to such fees out of the property distrained and sold as sheriffs receive for making levy and sale under execution. The costs created by reason of the distress sale shall be paid out of the property levied upon, in addition to the amount due on the occupation tax.”

**“11-2-11. Enforcement.**

Should any person, persons, partnership, association, firm or corporation fail to pay such tax when demand is made by the City, the City may recover the same, together with any applicable interest and penalties, in a civil action brought against such person, persons, partnership, association, firm or corporation. This remedy shall not be exclusive of any other type of proceeding available to the City, but shall merely be cumulative.”

Section 3. Previously existing Sections 6-6-18 and 11-2-6 through 11-2-11, and all other Ordinances and parts of Ordinances in conflict herewith are repealed; provided, however, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
Mayor

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

Approved:

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

# **City of Scottsbluff, Nebraska**

**Monday, August 29, 2016**

**Regular Meeting**

**Item Resolut.4**

**Council to consider the FY 2016 - 2017 Pay Resolution.**

**Staff Contact: Jana Bode, HR Director**

# Agenda Statement

Item No.

For Meeting of:  
August 29, 2016

**AGENDA TITLE:** Council to consider pay resolution 2016-2017

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Administration

**PRESENTATION BY:** Nathan Johnson

**SUMMARY EXPLANATION:**

- 1) Restructure: Classified position  
Amend job title of Code Enforcement Assistant/Development Services to Compliance Officer/Police Department. (note: no change in pay status)
- 2) City Hall restructure: Classified position (status of hourly to exempt)  
Administrative Services Coordinator has been moved from the classified hourly pay schedule of Grade 20 to the bi-weekly (exempt) status of Grade 22 – position has been assigned additional accounting and supervisory responsibilities, meeting wage and duties test under FLSA.
- 3) Adding position of Economic Development Director to pay resolution.
- 4) Removed Network Administrator (inactive)
- 5) 2% COLA increase for Police & Fire.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:**

---

**EXHIBITS**

Resolution X      Ordinance       Contract       Minutes       Plan/Map

Other (specify) \_\_\_\_\_

**NOTIFICATION LIST:** Yes  No  Further Instructions

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

---

Rev 3/1/99CClerk



**RESOLUTION NO.**

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

1. That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved August 29, 2016 and effective October 3, 2016.

**PAY SCHEDULE  
HOURLY RATES (Based on 40 hour work week)**

<b><u>Grade</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>	<b><u>E</u></b>	<b><u>L1</u></b>	<b><u>L2</u></b>
2	8.64	9.07	9.53	10.00	10.51	11.03	11.58
3	9.07	9.53	10.00	10.51	11.03	11.58	12.16
4	9.53	10.00	10.51	11.03	11.58	12.16	12.77
5	10.00	10.51	11.03	11.58	12.16	12.77	13.41
6	10.51	11.03	11.58	12.16	12.77	13.41	14.08
7	11.03	11.58	12.16	12.77	13.41	14.08	14.78
8	11.58	12.16	12.77	13.41	14.08	14.78	15.52
9	12.16	12.77	13.41	14.08	14.78	15.52	16.30
10	12.77	13.41	14.08	14.78	15.52	16.30	17.11
11	13.41	14.08	14.78	15.52	16.30	17.11	17.97
12	14.08	14.78	15.52	16.30	17.11	17.97	18.87
13	14.78	15.52	16.30	17.11	17.97	18.87	19.81
14	15.52	16.30	17.11	17.97	18.87	19.81	20.80
15	16.30	17.11	17.97	18.87	19.81	20.80	21.84
16	17.11	17.97	18.87	19.81	20.80	21.84	22.93
17	17.97	18.87	19.81	20.80	21.84	22.93	24.08
18	18.87	19.81	20.80	21.84	22.93	24.08	25.28
19	19.81	20.80	21.84	22.93	24.08	25.28	26.55
20	20.80	21.84	22.93	24.08	25.28	26.55	27.87

**BI-WEEKLY RATES**

18	1508.48	1583.90	1663.10	1746.25	1833.56	1925.24	2021.50
19	1583.90	1663.10	1746.25	1833.56	1925.24	2021.50	2122.58
20	1663.10	1746.25	1833.56	1925.24	2021.50	2122.58	2228.71
21	1746.25	1833.56	1925.24	2021.50	2122.58	2228.71	2340.14
22	1833.56	1925.24	2021.50	2122.58	2228.71	2340.14	2457.15
23	1925.24	2021.50	2122.58	2228.71	2340.14	2457.15	2580.01
24	2021.50	2122.58	2228.71	2340.14	2457.15	2580.01	2709.01
25	2122.58	2228.71	2340.14	2457.15	2580.01	2709.01	2844.46
26	2228.71	2340.14	2457.15	2580.01	2709.01	2844.46	2986.68
27	2340.14	2457.15	2580.01	2709.01	2844.46	2986.68	3136.02
28	2457.15	2580.01	2709.01	2844.46	2986.68	3136.02	3292.82
29	2580.01	2709.01	2844.46	2986.68	3136.02	3292.82	3457.46
30	2709.01	2844.46	2986.68	3136.02	3292.82	3457.46	3630.33
31	2844.46	2986.68	3136.02	3292.82	3457.46	3630.33	3811.85

2. That the following positions in the Classification Plan are assigned to the following Class Grades:

**HOURLY POSITIONS**

<b><u>Grade</u></b>	<b><u>Class Titles</u></b>	<b><u>Grade</u></b>	<b><u>Class Titles</u></b>
5	Assistant Pool Manager	14	Wastewater Plant Operator I
7	Library Technician	14	Water System Operator I
7	Waterpark Manager	14	Heavy Equipment Operator
9	Building & Grounds Custodian	14	Solid Waste Equip. Operator
9	Compliance Officer	15	Crew leader
10	Library Assistant	16	Maintenance Mechanic
11	Record Technician	16	Fire Prevention Officer
11	Humane Officer	17	Wastewater Plant Operator II
12	Admin. Services Assistant	17	Water System Operator II
12	Admin. Records Technician	17	Construction-Locator Spec.
13	Account Clerk	17	Event Coordinator
13	Administrative Assistant	18	Utilities Adm. Coordinator
13	Maintenance Worker	18	Lead Maintenance Mechanic
13	Motor Equipment Operator	18	Cemetery Supervisor
		19	Stormwater Program Specialist
		20	Code Administrator I
		20	HR Assistant/Deputy City Clerk

**EXEMPT POSITIONS**

**Professional, Administrative and Executive**

18	Librarian	24	City Clerk/Risk Manager
20	GIS Analyst	24	Library Director
22	Administrative Services Coord.	24	Public Safety/Em Mgmt Dir
22	Transportation Supervisor	26	Police Captain
22	Park Supervisor	26	Director of Parks/Recreation
22	Water System Supervisor	26	Assistant City Manager
22	Wastewater Plant Supervisor	26	Economic Develop. Director
22	Environmental Services Supervisor	27	Director of Human Resources
22	Code Administrator II	28	Director of Public Works
22	Planning Coordinator	29	Fire Chief
23	Planning Administrator	30	Police Chief
		31	Director of Finance

3. That the following pay schedule for officers and employees in Unclassified Positions of the city is approved September 5, 2016 and effective October 3, 2016.

<u>Position</u>	<u>Salary Minimum</u>	<u>Salary Maximum</u>
City Manager	Established by City Council	

**Seasonal and Part-time  
Hourly Rates**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
School Crossing Guard	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80
Library Page	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80
Laborer	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80
Field Mntc. Groundskeeper	\$9.40	\$9.90	\$10.40	\$10.60	\$10.80	\$11.00	\$11.20

Waterpark Aide	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80
----------------	--------	--------	---------	---------	---------	---------	---------

*Lifeguard	\$9.00	\$9.50	\$10.00	\$10.20	\$10.40	\$10.60	\$10.80

\*Lifeguard with Nebraska Certified Pool Operator's License & assigned to the maintenance of the waterpark facility will receive an additional 30 cents per hour.

NOTE: Pay step increase may be given after one year of service from hire date, at the discretion of the Department Head.

4. The Pay Schedule for the position of Firefighters and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the Mayor and City Council on September 5, 2016 and effective October 3, 2016.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 hour week)</u>							
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Firefighter	12.89	13.54	14.22	14.92	15.67	16.45	17.28	18.15
Fire Captain	16.71	17.54	18.42	19.35	20.32	21.33	22.40	23.51

5. That the Pay Schedule for the position of Patrol Officer and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on September 5, 2016 to be effective October 3, 2016.

<u>Class Title</u>	<u>Hourly Pay Schedule</u>						
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Patrol Officer	19.11	20.07	21.08	22.13	23.24	24.40	25.62
Police Sergeant	22.83	23.98	25.17	26.43	27.75	29.14	30.60

6. Resolution No. 16-04-03 and all other resolutions in conflict with this resolution are repealed.

**Passed and approved this 29<sup>th</sup> day of August, 2016.**

\_\_\_\_\_  
Mayor

ATTEST:

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

**City of Scottsbluff, Nebraska**  
**Monday, August 29, 2016**  
**Regular Meeting**

**Item Exec1**

**Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.**

**Staff Contact: City Council**