

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

Regular Meeting
August 19, 2019
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Closed Session
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. 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 the minutes of the August 5, 2019 Regular Meeting.
 - b) Approve the absence of Council Member Schaub from the August 5, 2019 Regular Council Meeting.
 - c) Council to set September 3, 2019 at 6:00 p.m. as the date for a public hearing for the FY 2019-2020 Budget.
 - d) Council to set a special meeting for September 11, 2019 at 12:00 p.m. to consider the Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2019-2020. (second reading)
 - e) Council to set a Public Hearing for September 3, 2019, 6:05 p.m., for the One and Six Year Street Improvement Plan.
 - f) Council to set a Public Hearing for September 3, 2019, 6:00 p.m. to consider a Zone Change for parcel Lot 3, Block 3, Panhandle Cooperative Subdivision from Planned Business Center (PBC) to C-3 Heavy Commercial.
 - g) Council to set a Public Hearing for September 3, 2019, 6:00 p.m. to consider a Zone Change for parcel Lot 3, Block 4, Panhandle Cooperative Subdivision from C-2 Neighborhood Commercial to C-3 Heavy Commercial.

- h) Council to approve the appointment of Dr. Michael Schaff to the Civil Service Commission for a six year term.
- 8. Claims
 - a) Council to consider and take action on claims of the City.
 - b) Council to consider and take action on payment to Nebraska Rural Radio Association for \$510.24 to publicize notice of the July 17, 2019 Special Meeting.
- 9. Financial Report
 - a) Council to receive the July 2019 Financial Report.
- 10. Scottsbluff Youth Council
 - a) (informational only):
- 11. Petitions, Communications, Public Input:
 - a) Council to consider and take action on a Community Festival Permit for the City of Scottsbluff at the Downtown Plaza including vendors and noise permit for the Food Truck Fridays event to be held on September 6th, 13th, 20th , and 27th, 2019; 4:00-8:00 p.m.
 - b) Council to discuss and consider action on Purchase Agreements for sale of Parking Lots.
- 12. Resolution & Ordinances:
 - a) Council to consider an Ordinance updating Cable Television Systems including Franchise Procedures and guidelines for Rights-of Way. (second reading)
 - b) Council to consider an Ordinance updating utility user fees, including water and sewer fees, solid waste collection and surcharge for storm water.
 - c) Council to consider an Ordinance authorizing the issuance of General Obligation Highway Allocation Fund Pledge Bonds, Series 2020, for improvements to streets of the City.
 - d) Council to consider an Ordinance authorizing the sale of city-owned property, Lots Five (5) and Six (6), Block One (1), ORIGINAL TOWN ADDITION to Western States Bank for \$20,000.00.
 - e) Council to consider an Ordinance authorizing the sale of city-owned property, Lot Four (4), EXCEPT the North Four Feet (4'), Block One (1), ORIGINAL TOWN ADDITION to Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO for \$12,500.00.
- 13. Bids & Awards:
 - a) Council to consider rejection of bid for 23 Club.
- 14. Reports from Staff, Boards & Commissions:
 - a) Council to discuss and consider action on an Economic Development Assistance Agreement for American Lodging, LLC.
 - b) Council to receive a presentation on the East Overland Revitalization Efforts.
 - c) Council to discuss and consider action on the First Amendment to Solar

Facilities Lease Agreement and Estoppel and authorize the Mayor to execute the Agreement.

- d) Council to discuss and consider action on adding two School Resource Officer Positions to the budget and finalize the partnership with Western Nebraska Community College.
 - e) Council to discuss and consider action on an agreement between Western Nebraska Community College & the City of Scottsbluff Fire Department to allow Health Sciences Division Students to obtain clinical experience by riding with the Fire Department and authorize the Mayor to execute the agreement.
 - f) Council to discuss and consider action on Marketing/Rebranding Efforts for the City.
 - g) Council to discuss and consider action on projects from increasing the anticipated revenue of the hotel occupation tax.
15. 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
16. Council reports (informational only): This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.
17. Adjournment.

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Closed1

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

Staff Contact:

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Consent1

Approve the minutes of the August 5, 2019 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on August 5, 2019 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 2, 2019, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on August 2, 2019. Mayor Gonzales presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor Gonzales 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 who they are representing for the record. Mayor Gonzales 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: Raymond Gonzales, Jeanne McKerrigan, and Nathan Green. Also present were City Manager Johnson and City Attorney Kent Hadenfeldt. Absent: Terry Schaub and Scott Shaver.

Mayor Gonzales asked if there were any changes to the agenda. There were none. Mayor Gonzales 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.

Council Member Green asked that consent item 7a, approving the minutes of the July 29, 2019 Regular Meeting, be removed and restored to the agenda for discussion.

Moved by Council Member McKerrigan, seconded by Mayor Gonzales that,

- b) Council acknowledge receipt of the draft report from M.C. Schaff & Associates on the Platte Alliance Water Supply Level II Study, "YEAS," McKerrigan, Green, and Gonzales. "NAYS," None. Absent: Schaub and Shaver.

Council Member Shaver entered the meeting at 6:04 p.m.

Council Member Green started discussion regarding the July 29, 2019 Regular Meeting minutes. He questioned how the minutes read, stating the motion made by Council Member Schaub, regarding the hotel occupation tax, was to come back for direction by Council, feeling the motion was worded differently than what was voted on. Council Member Green was concerned the motion was written to reflect Council was voting to pass the increase to the hotel occupation tax because of the words "based upon" in the minutes. The motion read, to direct staff to come back, based upon the passage of the increase of the occupation tax from 4% to 8%, with specific guidelines as to how the increase will be used to fund recreational projects. Council Member Shaver added that Council Member McKerrigan, after the motion, clarified that it was only to get direction on how the money was spent and that was not in the minutes. Legal Counsel Hadenfeldt clarified, saying an Ordinance was not drafted because he understood Council was in favor of increasing the tax but wanted staff to bring back some numbers and then decide what to do with the increased amount, adding the motion in the minutes reflected that. Council Member McKerrigan made the motion, seconded by Mayor Gonzales, to approve the minutes of the July 29, 2019 Regular Meeting, "YEAS," Green, Gonzales, and McKerrigan. "NAYS," Shaver. Absent: Schaub.

Moved by Council Member McKerrigan, seconded by Council Member Green, that the following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated August 5, 2019, as on file with the City Clerk and submitted to the City Council, "YEAS," Gonzales, McKerrigan, and Green. "NAYS," Shaver. Absent: Schaub.

CLAIMS

308 EMBROIDERY, UNIFORMS-PD, 20.7; 3M COMPANY, 10 ROLLS WHITE PAVEMENT MARKING TAPE, 2008.99; ADVANCE AUTO PARTS, ES STOCK - DEF, 107.52; ALLO COMMUNICATIONS, LLC, LOCAL TELEPHONE CHARGES, 4026.81; ANITA'S GREENSCAPING INC, CONT SRVCS., 504; ATLANTIC SIGNAL LLC, EQUIP MAINT-PD, 87.5; B & H INVESTMENTS, INC, DEPSUP.-LIBRARY, 288; BIGDADDY COMPUTER SOLUTIONS, DATABASE REPAIR, 270; BLACK HILLS GAS DISTRIBUTION LLC, MONTHLY ENERGY BILL, 1,3645.98; BLUFFS SANITARY SUPPLY INC., JAN. SUP., 1023.67; BRODART CO, DEP. SUP., 258.04; CAPITAL BUSINESS SYSTEMS INC., CONTRACTUAL-PD, 44; CARR- TRUMBULL LUMBER CO, INC., SUPP - HEM FIR, 61.98; CASH WA DISTRIBUTING, CONCESSION, 1123.54; CELLCO PARTNERSHIP, CELL PHONES-PD, 1449.52; CITIBANK N.A., DEPT SUP, 623.74; CITIBANK, N.A., DEPT SUPP PARK, 169.05; CITY OF SCB, PETTY CASH, 84.58; CLARK PRINTING LLC, DEPT SUPP PARK, 711.35; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY, LIFE/& ACCIDENT INS, 48.7; CONTRACTORS MATERIALS INC., SUPP - CONCRETE SAW BLADE, 431.78; CORE & MAIN LP, DEPT SUP, 3161.98; CORNHUSKER MARRIOTT HOTEL, SCHOOL & CONF, 216; COW COUNTRY SALES & SERVICE LLC, EQUIP MAINT CEM, 6655; CROELL INC, DEPT SUP, 121.45; CYNTHIA GREEN, DEPT/JANIT SUPPL-PD, 201.76; D & H ELECTRONICS INC., FANS FOR TRAFFIC SIGNAL CONTROLLER BOXES, 50.08; DALE'S TIRE & RETREADING, INC., FLEET TIRE REPAIRS, 3049.87; DAS STATE ACCOUNTING-CENTRAL FINANCE, MONTHLY LONG DISTANCE, 126.09; DOOLEY OIL INC, ES STOCK - ANTIFREEZE, 73.31; DUANE E. WOHLERS, HAULING RECYCLING TO DENVER, CO, 1600; ENERGY LABORATORIES, INC DEPT 6250, SAMPLES, 135; ESQUIO RIOS JR, CONTRACTUAL, 144; FAT BOYS TIRE AND AUTO, EQUIP MAINT PARK, 292; FEDERAL EXPRESS CORPORATION, POSTAGE, 67.23; FINDAWAY WORLD LLC, A/V, 291.21; FLOYD'S TRUCK CENTER SCOTTSBLUFF, REPAIRS TO UNIT #816, 840.6; FRANCHETTI MATTHEW, CONTRACTUAL, 324; FRANCISCO'S BUMPER TO BUMPER INC, TOW SERVICE-PD, 100; FREMONT MOTOR SCOTTSBLUFF, LLC, VEH MAINT PARK, 636.08; FYR-TEK INC, 1 INCH FORESTRY NOZZLE FOR BRUSH 1, 85; GALLS INC, CIP-PO-BODY ARMOR, 8989.86; GENERAL ELECTRIC CAPITAL CORPORATION, CAR SEAT GRANT-PD, 764.3; GENERAL TRAFFIC CONTROLS, INC, TRAFFIC SIGNAL SUPP - CONTROLLER & MONITOR, 4894.5; GROVE DONNA, PARK SHELTER, 25; HAWKINS, INC., CHEMICALS, 5765.95; HULLINGER GLASS & LOCKS INC., DEPT SUPP PK, 105.5; HYDRONIC WATER MANAGEMENT, EQUIP MAINT., 425; HYDROTEX PARTNERS, LTD, ES STOCK - PINTAC, 365.44; IDEAL LAUNDRY AND CLEANERS, INC., JANITORIAL SUPP PK, 1133.9; INDEPENDENT PLUMBING AND HEATING, INC, BLDG MAINT PARK, 391.63; INFINITY CONSTRUCTION, INC., 42ND STREET - AVE I TO 5TH AVE, 119518.55; INGRAM LIBRARY SERVICES INC, BKS., 749.44; INTERNAL REVENUE SERVICE, WITHHOLDINGS, 58991.43; INTERNATIONAL CODE COUNCIL, INC., DEPT SUPP DS, 537.8; INTRALINKS, INC, CONTRACT SERVICES - LIBRARY - JUNE 2019, 6654.98; INVENTIVE WIRELESS OF NE,

LLC, CONTRACTUAL, 57.95; J & A TRAFFIC PRODUCTS, LLC, TRAFFIC SUPP - CONES, 788.4; J G ELLIOTT CO. INC., NOTARY BOND - J. HESSLER, 70; JOHN DEERE FINANCIAL, INVEST SUPPL-PD, 183.81; JOHN DEERE FINANCIAL, DEPT SUPP CEM, 430.43; JOHN DEERE FINANCIAL, PARKS #395- OIL FILTER, 62.42; JOHNSON EARL, CONTRACTUAL, 1000; JUSTIN HOUSTOUN, PER DIEM FOR LEADERSHIP CLASS, 91; KEMBEL JARED, CONTRACTUAL, 198; KIRK BERNHARDT, CONTRACTUAL, 1152; KNOW HOW LLC, PARKS #318- ROTORS & PADS, 1186.24; LANDAUER, INC, EQUIP MAINT-PD, 161.4; LAWSON PRODUCTS, INC, DEPT SUPP PK, 92.7; LEAGUE ASSOCIATION OF RISK MANAGEMENT, VEHICLE INS. - ENDORSEMENT #15, 293.36; LEAGUE OF NEBRASKA MUNICIPALITIES, 2019 ANNUAL CONF. REGISTRATION - N. JOHNSON, 351; LINCOLN COUNTY SHERIFF, LEGAL FEES-PD, 21.05; M.C. SCHAFF & ASSOCIATES, INC, PROF SERVICES - 42ND ST, AVE I TO 5TH AVE, 22157; MAIL FINANCE INC, CONT SRVCS. , 366; MARKETING CONSULTANTS , PROGRAMMING, 544; M-B CO, INC, TRANS #449- REGULATORS, 257.87; MENARDS, NC, DEPT SUPP REC, 1021.69; MICHAEL B KEMBEL, BLDG MAINT-PD, 1059.5; MICHAEL BEEBE, CONTRACTUAL SVC, 391.68; MIDLANDS NEWSPAPERS, INC, LEGAL NOTICE, 33.98; MIKESELL L JO, CONTRACTUAL, 400; MONUMENT CAR WASH INC, VEH MAINT, 7.15; MPH INDUSTRIES INC, CIP-PO-PATROL CARS, 1755.96; NE CHILD SUPPORT PAYMENT CENTER, NECHILD SUPPORT PYBLE, 1163.1; NE COLORADO CELLULAR, INC, CONTRACTUAL SVC, 75.64; NE DEPT OF REVENUE, SALES TAX, 25483.25; NE LIBRARY COMMISSION, SBSCRIP., 1488.3; NEBRASKA SAFETY & FIRE EQUIPEMENT INC., EQUIP MAINT-PD, 30; NEBRASKA MACHINERY CO, ALTERNATOR FOR UNIT #830, 367.99; NEBRASKA PUBLIC POWER DISTRICT, ELECTRICITY, 24653.9; NEBRASKA RURAL RADIO ASSOCIATION, CONTRACTUAL SVC, 325; NEBRASKALAND TIRE, INC, POLICE #4- TIRES, 588; NEWMAN, TIMOTHY, TRAVEL FOR PLANNING MEETING, 120; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF, BLDG MAINT PARK, 493.81; O'KEEFE ELEVATOR COMPANY INC, EQUIP MAIN., 817.5; OREGON TRAIL PLUMBING, HEATING & COOLING INC, BLDG MAINT ADM, 8324; PANHANDLE COLLECTIONS INC, WAGE ATTACHMENT, 194.92; PANHANDLE COOPERATIVE ASSOCIATION, GASOLINE-PD, 4493.04; PANHANDLE ENVIRONMENTAL SERVICES INC, CONTRACTUAL SVC, 506; PANHANDLE HUMANE SOCIETY, CONTRACTUAL, 5174.59; PANHANDLE PARTNERSHIP FOR HEALTH & HUMAN SERVICES, 2019 MEMBERSHIP DUES, 100; PATTLEN ENTERPRISE, INC, GROUND MAINT PK, 43.8; PAUL MENDOZA, CONTRACTUAL, 162; PAUL REED CONSTRUCTION & SUPPLY, INC, GROUND MAINT PK, 480.64; PEPSI COLA OF WESTERN NEBRASKA, LLC, CONCESSION, 493.5; PLATTE VALLEY BANK, HEALTH SAVINGS ACCOUNT, 9874.26; POSTMASTER, POSTAGE, 929.48; POWERPLAN, TRANS #453- KNOB, 206.68; PRAISE WINDOWS INC, BLDG MAIN., 465; QUILL CORPORATION, DEPT SUPPL-PD, 404.89; REAMS SPRINKLER SUPPLY CO., DEPT SUPP CEM, 1396.71; REGANIS AUTO CENTER, INC, POLICE #6- COOLING FAN & MOTOR, 416.68; REGIONAL CARE INC, CLAIMS, 171084.7; REGIONAL WEST MEDICAL CENTER, EMS SUPPLIES- AMBU BAG, COBAN, 4X4S, LANCETS, 99.14; RICHARD CELLI, SERVICE UTV AFTER SEARCH AND RESCUE, 337.7; RICHARD P CASTILLO, CONTRACTUAL, 108; ROD CLAUSE, LB 840 GRANT FUNDS, 280.7; RODRIGUEZ JOSE R, TOW SERVICE-PD, 389; ROOSEVELT PUBLIC POWER DISTRICT, ELECTRICITY, 2776.75; RURAL HEALTH DEVELOPMENT, INC., ECONOMIC DEV, 6383.33; S M E C, EMPLOYEE DEDUCTION, 276.5; SANDBERG IMPLEMENT, INC, DEPT SUPP CEM, 508.47; SCB

FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,225; SCHANK HOLDINGS INC,BLDG. MAIN.,136;SCHOLASTICLIBRARYPUBLISHING,BKS.,664.55;SCOTTAARON,CONTRACTUAL,234; SCOTT SHAVER,BUSINESS TRAVEL,277.71;SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,512.75; SCOTTS BLUFF COUNTY PUBLIC TRANSIT,CONTRACTUAL,3736; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,576; SHERIFF'S OFFICE,LEGALFEESPD,59.64;SIMMONSOLSENLAWFIRM,P.C.,CONTRACTUAL,14383.79;SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,7085.07; SNELL SERVICES INC.,ELEC MAINT CEM,447.5; SONNY'S TOWING,TOW SERVICE-PD,305; SOUNDSLEEPER SECURITY INC.,CONTRACTUAL-PD,14.95; SOUTHERN UNIFORM EQUIPMENT,UNIFORM SHIRTS, BELTS, AND T-SHIRTS,524.72; STARR LEHL,REIMBURSEMENT - NATL WESTERN STOCK SHOWWNTC,296.16;STATEHEALTHLAB,SAMPLES,355;STATEOFNE.,CONTRACTUALPD,315; STRICKERMARTIN,CONTRACTUAL,72; SUHOR INDUSTRIES, INC.,DEPT SUPP CEM,110; THE PEAVEY CORP,INVEST SUPPL-PD,128.4; THOMASON VICKY,DEPT SUP,106.99; TYLER TECHNOLOGIES, INC,UB ONLINE FEE (8/1/19 - 8/31/19),348; UNION BANK & TRUST,RETIREMENT,36127.83; UNITED STATES WELDING, INC,WELDING WIRE,115; US BANK,2019 ICMA ANNUAL CONF.REGISTRATION - N.JOHNSON,5248.79; VOGEL WEST, INC,HOSE FOR PRESSURE WASHER,49.78; WESTERNCOOPERATIVE COMPANY,GROUT MAINT PK,340.03; WESTERN NE TOURISM COALITION,2019-2020 WNTC MEMBERSHIP DUES,100; WESTERN NEBRASKA ENVIRONMENTAL SERVICES,EQUIP MAINT,208.57; WILLIAM F SHAMMEL,TOW SERVICE-PD,326.8; WILSON ZACHARIAH,CONTRACTUAL,126; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08; WYOMING FIRST AID & SAFETY SUPPLY, LLC,FIRST AID KIT SUPPLIES,163.52; WYOMING WATER DEVELOPMENT OFF,PAWS FEASIBILITY STUDY,2485;

Mr. Jeremiah Blake, Director of Government Affairs with Charter Communications in Nebraska approached Council regarding the Ordinance updating Cable Television Systems including Franchise Procedures and guidelines for Rights-of-Way. Mr. Blake explained he is in support of the revised Ordinance and gave a brief overview of the company, stating Charter Communications offers video, voice, and broadband services under the brand name Spectrum. They serve 183,000 customers in 88 communities in Nebraska ranging from Scottsbluff to Nebraska City. With regards to the revised Ordinance, the purpose is to update terms based on Federal law and clarify the rights and responsibilities of both the City and the cable operators. The Ordinance would allow Charter Communications to construct and operate a cable system under the current terms and conditions specified in the revised Ordinance; the agreement is non-exclusive and they will comply with any Ordinances of general applicability, maintain insurance and indemnify the City of any neglect on behalf of Charter. In exchange for access to the City's right of way they will pay a franchise fee of five percent on all cable revenue and will continue to provide means to the government access channel.

Mayor Gonzales introduced the Ordinance updating Cable Television Systems including Franchise Procedures and guidelines for Rights-of-Way which was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE BY AMENDING CHAPTER 11, ARTICLE 5, DEALING WITH CABLE TELEVISION SYSTEMS AND THE ISSUANCE OF FRANCHISES TO OPERATORS OF CABLE TELEVISION SYSTEMS, ALLOWING FOR THE USE OF RIGHTS-OF-WAY FOR CABLE TELEVISION SYSTEMS, AND REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE WHICH ARE INCONSISTENT**

WITH THIS ORDINANCE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Johnson presented the Resolution to extend the termination notice to the League Association of Risk Management (LARM) to the year 2022. Mr. Johnson explained by extending our renewal commitment for three years we will receive a five percent discount; staff is recommending approval. Mayor Gonzales asked if the City was happy with the coverage. Mr. Johnson answered we are very happy, being a member of LARM has been beneficial to the City. Council Member Green made the motion, seconded by Council Member Shaver, to approve the Resolution extending the notice of termination for three more years and authorizing the Mayor to put his stamp on it, "YEAS," McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: Schaub.

**League Association of Risk Management
2019-20 Renewal Resolution**

RESOLUTION NO. 19-08-01

WHEREAS, The City of Scottsbluff is a member of the League Association of Risk Management (LARM);

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of The City of Scottsbluff , Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- ☒ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2022. **(180 day and 3 year commitment; 5% discount)**
- ☐ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2021. **(180 day and 2 year commitment; 4% discount)**
- ☐ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2020. **(180 day notice only; 2% discount)**

- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2022. (**90 day notice and 3 year commitment only; 2% discount**)
- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2021. (**2 year commitment only; 1%**)
- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2020. (**90 day Notice only**)

Adopted this 5th day of August, 2019

Signature: _____
 Title: Mayor
 ATTEST: _____
 Title: City Clerk

Please email (customerservice@LARMpool.org) or fax (402.476.4089) the completed resolution to LARM.

Regarding the press release to be sent out to identify new candidate locations for the future construction of a regional landfill to serve Western Nebraska, Mr. Johnson explained this is a partnership with the City of Gering, going out to all media outlets; they are asking Council for their approval. Mr. Johnson stated this is for land owners to discuss the land they own, to be used as a potential landfill, by contacting Travis Evans from TriHydro Corporation. TriHydro will then filter the individual inquiries and then bring to the Cities. Council Member Shaver was concerned there would be additional fees associated with this process. Mr. Mark Bohl, Public Works Director, approached Council and stated this is all included in the contract and there will be no additional fees, adding this is all part of siting the landfill. Council Member Green asked about not having a date on the press release. Mr. Bohl stated TriHydro did not want a date included in the release. They will come to point on what they want to do, depending on the number of calls they receive and they have until December 31st to give us information. Council Member McKerrigan made a motion, seconded by Mayor Gonzales, to authorize the press release identifying new candidate locations for the future construction of a regional landfill to serve Western Nebraska, “YEAS, Gonzales, Green, McKerrigan, and Shaver. “NAYS,” None. Absent: Schaub.

Mr. Johnson informed Council included in their packet are the minutes from the April 29th meeting discussing major outlying projects and the May 9th budget workshop. He explained this is an opportunity for Council to discuss and go over before bringing the budget forward; opening discussion on anything they would like to add, modify or delete.

- Downtown Plaza - Council Member Shaver asked if this was included in the budget and what was left to be done. Mr. Johnson stated the Downtown Plaza was discussed at the April 29th meeting and he will put it on the agenda for another meeting, adding there are several Downtown

Plaza plans. It is not allocated in the budget because it is a general fund project, but could be changed if Council is willing to look at the Occupation Tax. We are looking at quotes for adding fencing, due to cattle panels needed for events being labor intensive to put up and take down.

- 23 Club – Mr. Johnson explained we are still short of where we need to be to award a bid. Because of this, 23 Club is looking to get lines of credit from local banks to move forward with the project. The City has allocated \$600,000.00 and there is roughly \$200,000.00-\$250,000.00 needed to continue with awarding the bid.
- The Pathway project – Mr. Johnson stated this is moving ahead with an August 29th bid letting.
- Chip Seal project – Mr. Johnson stated we have approximately 2.4 million budgeted for this project. Mr. Bohl added this will cover all residential streets, some of East Overland and Avenue B, where we cannot do tear outs. The unused rock can be picked up to go into alleys and we are doing chip seal instead of slurry because slurry does not have the aggregates.
- Westmoor pool- Mr. Johnson explained the pool will close on August 11th, due to the labor force and is anticipated to be open next season.
- Dog park – Mr. Johnson informed Council they are still working with the Park, Rec, & Tree Board and dog park group. An idea has been brought forward of moving the campground along with the dog park, due to flooding issues.
- East Overland Revitalization Efforts – Mr. Johnson explained this project has no money budgeted for this year, but they are looking at grants. Mayor Gonzales asked Economic Development Director, Starr Lehl to give a presentation on the East Overland Revitalization Efforts at the next meeting.
- Transfer station & Compost pad cover - Mr. Johnson stated both are included in this upcoming year's budget. Council Member Shaver asked if the entire cover was budgeted for this year. Mr. Johnson stated yes the cover is, but site improvements will be saved for future years. Council Member Shaver asked if we go out for bids for the cover, how long are they good for. Mr. Johnson stated usually 45 days unless negotiated with the bidders. Council Member Shaver commented we are within 45 days before the budget is approved and we could get bids. Mr. Johnson stated we could, but we would like to have an approved budget. Mr. Johnson will work on options to be brought forward.

Council Member Green started discussion by asking how we can boost our economy and get marketing put on the budget. Council Member Shaver commented we should consider rebranding, acknowledging we can have more power by doing a regional approach and have a consistent front at this end of the State. He stated Scottsbluff and Gering should work together instead of working around each other and not compete with everything. He also stated the entire City should work together and have a solid front including the people, businesses, and schools. Mr. Johnson answered, by stating, the City's latest form of rebranding was revamping the City website and if Council chose to do something different it would be a general fund expenditure. Council Member Green added it's an important topic, but doesn't

know if they have enough to go anywhere with it tonight, asking Council to bring back ideas for a future meeting. Council Member McKerrigan asked about Blue Print Nebraska and commented how it was good for the communities and brought business people together with ideas. Economic Development Director, Starr Lehl approached Council and Mayor Gonzales asked her if the type of leadership team a community has in place is important; do companies want to see a solid leadership team in place. Ms. Lehl answered leadership is definitely important, using the Solar project as an example, citing many businesses look for a community who uses green energy. After discussion, Mayor Gonzales added rebranding is important, but with the changes in the Pathway and expiring zoo contract upcoming, the City needs to work with those first and push this initiative back until next year.

There were no comments from the public. Under Council Reports, Council Member Shaver stated he went to a demonstration of priority dispatch and does not feel he can give an accurate representation of it. Police Chief Kevin Spencer added to Council Member Shaver's comments stating this will be a big improvement to the service provided to the community. Mayor Gonzales stated there is no PADD meeting this Thursday and balloon races kick off Saturday at Gering with a parade at 5:00 p.m., National Night Out is August 6th at 6:00 p.m.

Council Member McKerrigan made the motion, seconded by Council Member Green, to adjourn the meeting at 7:03 p.m., "YEAS," Green, Shaver, Gonzales, and McKerrigan. "NAYS," None. Absent: Schaub.

Mayor

Attest:

City Clerk "SEAL"

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Consent2

Approve the absence of Council Member Schaub from the August 5, 2019 Regular Council Meeting.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Consent3

Council to set September 3, 2019 at 6:00 p.m. as the date for a public hearing for the FY 2019-2020 Budget.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Consent4

Council to set a special meeting for September 11, 2019 at 12:00 p.m. to consider the Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2019-2020. (second reading)

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Consent5

**Council to set a Public Hearing for September 3, 2019, 6:05 p.m.,
for the One and Six Year Street Improvement Plan.**

Staff Contact: Mark Bohl, Public Works Director

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Consent6

Council to set a Public Hearing for September 3, 2019, 6:00 p.m. to consider a Zone Change for parcel Lot 3, Block 3, Panhandle Cooperative Subdivision from Planned Business Center (PBC) to C-3 Heavy Commercial.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Consent7

Council to set a Public Hearing for September 3, 2019, 6:00 p.m. to consider a Zone Change for parcel Lot 3, Block 4, Panhandle Cooperative Subdivision from C-2 Neighborhood Commercial to C-3 Heavy Commercial.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Consent8

Council to approve the appointment of Dr. Michael Schaff to the Civil Service Commission for a six year term.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Claims1

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

Staff Contact: Liz Hilyard, Finance Director



City of Scottsbluff, NE

Expense Approval Report

By Vendor Name

Post Dates 08/06/2019 - 08/19/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 10072 - 1DASH5 ENTERPRISES, LLC					
Fund: 321 - TIF PROJECTS					
TIF BOND	MISCELLANEOUS				50,000.00
				Fund 321 - TIF PROJECTS Total:	50,000.00
				Vendor 10072 - 1DASH5 ENTERPRISES, LLC Total:	50,000.00
Vendor: 00393 - ACTION COMMUNICATIONS INC.					
Fund: 111 - GENERAL					
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				308.81
EQUIP MAINT PK	EQUIPMENT MAINTENANCE				89.95
EQUIP MAINT PK	EQUIPMENT MAINTENANCE				188.05
EQUI MAINT PK	EQUIPMENT MAINTENANCE				10.65
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				128.33
				Fund 111 - GENERAL Total:	725.79
Fund: 621 - ENVIRONMENTAL SERVICES					
CAMBIUM INTERNET (8/1/19 - ...	DEPARTMENT SUPPLIES				55.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	55.00
Fund: 631 - WASTEWATER					
CAMBIUM INTERNET (8/1/19 - ...	DEPARTMENT SUPPLIES				55.00
				Fund 631 - WASTEWATER Total:	55.00
				Vendor 00393 - ACTION COMMUNICATIONS INC. Total:	835.79
Vendor: 02583 - ADVANCE AUTO PARTS					
Fund: 111 - GENERAL					
HALOGEN LIGHT ENGINE 1	DEPARTMENT SUPPLIES				10.49
				Fund 111 - GENERAL Total:	10.49
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				20.22
VEH MAINT	VEHICLE MAINTENANCE				5.58
				Fund 631 - WASTEWATER Total:	25.80
Fund: 725 - CENTRAL GARAGE					
TRANS #400- OIL FILTER	EQUIPMENT MAINTENANCE				3.15
CENTRAL GARAGE- WRENCHES	DEPARTMENT SUPPLIES				11.94
ADMIN CHEVY IMPALA- OIL FIL...	EQUIPMENT MAINTENANCE				3.04
CENTRAL GARAGE- ARMOR ALL	DEPARTMENT SUPPLIES				4.59
WATER #40- OIL FILTER	EQUIPMENT MAINTENANCE				2.14
POLICE #2- OIL FILTER	EQUIPMENT MAINTENANCE				3.15
RETURNED OIL FILTER	EQUIPMENT MAINTENANCE				-2.00
				Fund 725 - CENTRAL GARAGE Total:	26.01
				Vendor 02583 - ADVANCE AUTO PARTS Total:	62.30
Vendor: 01746 - AL'S TOWING					
Fund: 111 - GENERAL					
TOW SERVICE-PD	CONTRACTUAL SERVICES				85.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				85.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				85.00
				Fund 111 - GENERAL Total:	255.00
				Vendor 01746 - AL'S TOWING Total:	255.00
Vendor: 09492 - ALTEC INDUSTRIES INC					
Fund: 212 - TRANSPORTATION					
REPAIR BOOM LEAK ON BUCKET..	EQUIPMENT MAINTENANCE				917.50
				Fund 212 - TRANSPORTATION Total:	917.50
				Vendor 09492 - ALTEC INDUSTRIES INC Total:	917.50

Expense Approval Report

Post Dates: 08/06/2019 - 08/19/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09669 - ALVARO SILVA					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				585.00
				Fund 111 - GENERAL Total:	585.00
				Vendor 09669 - ALVARO SILVA Total:	585.00
Vendor: 03711 - AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
MIsc.	DEPARTMENT SUPPLIES				204.07
MIsc.	AUDIOVISUAL SUPPLIES				149.05
MIsc.	BOOKS				236.19
MIsc.	PROGRAMMING				115.82
				Fund 111 - GENERAL Total:	705.13
				Vendor 03711 - AMAZON.COM HEADQUARTERS Total:	705.13
Vendor: 05044 - ASSOCIATED SUPPLY CO, INC					
Fund: 111 - GENERAL					
BLDG MAINT REC	BUILDING MAINTENANCE				579.54
BLDG MAINT REC	BUILDING MAINTENANCE				2,917.56
				Fund 111 - GENERAL Total:	3,497.10
				Vendor 05044 - ASSOCIATED SUPPLY CO, INC Total:	3,497.10
Vendor: 06781 - ASSURITY LIFE INSURANCE CO					
Fund: 713 - CASH & INVESTMENT POOL					
LIFE INS	LIFE INS EE PAYABLE				32.95
				Fund 713 - CASH & INVESTMENT POOL Total:	32.95
				Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:	32.95
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 111 - GENERAL					
VEH MAINT-PD	VEHICLE MAINTENANCE				20.77
				Fund 111 - GENERAL Total:	20.77
				Vendor 04575 - AUTOZONE STORES, INC Total:	20.77
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
Dep. sup. - LIBRARY	DEPARTMENT SUPPLIES				40.50
				Fund 111 - GENERAL Total:	40.50
				Vendor 00295 - B & H INVESTMENTS, INC Total:	40.50
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES				35.97
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES				35.98
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES				46.40
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES				40.55
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES				40.54
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES				12.82
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES				12.82
DEPT SUPP REC	DEPARTMENT SUPPLIES				195.60
DEPT SUPP REC	DEPARTMENT SUPPLIES				502.88
CONCESSIONS	CONCESSION SUPPLIES				5.16
DEPT SUPPADM	DEPARTMENT SUPPLIES				61.45
BLDG MAINT REC	BUILDING MAINTENANCE				292.41
				Fund 111 - GENERAL Total:	1,282.58
Fund: 621 - ENVIRONMENTAL SERVICES					
BREAKROOM SUPPLIES	DEPARTMENT SUPPLIES				130.98
				Fund 621 - ENVIRONMENTAL SERVICES Total:	130.98

Expense Approval Report

Post Dates: 08/06/2019 - 08/19/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- HAND CLEA...	DEPARTMENT SUPPLIES				90.17
				Fund 725 - CENTRAL GARAGE Total:	90.17
				Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:	1,503.73
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				37.74
Cont. srvc.	CONTRACTUAL SERVICES				167.94
MONTHLY MAINT	EQUIPMENT MAINTENANCE				129.64
				Fund 111 - GENERAL Total:	335.32
				Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:	335.32
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.					
Fund: 111 - GENERAL					
DEPT SUPP REC	EQUIPMENT MAINTENANCE				-1,794.82
				Fund 111 - GENERAL Total:	-1,794.82
				Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:	-1,794.82
Vendor: 00787 - CASH WA DISTRIBUTING					
Fund: 111 - GENERAL					
CONCESSIONS	CONCESSION SUPPLIES				430.49
CONCESSIONS	CONCESSION SUPPLIES				652.66
				Fund 111 - GENERAL Total:	1,083.15
				Vendor 00787 - CASH WA DISTRIBUTING Total:	1,083.15
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 212 - TRANSPORTATION					
CELL PHONE SERVICE	PHONE & INTERNET				96.28
				Fund 212 - TRANSPORTATION Total:	96.28
Fund: 631 - WASTEWATER					
CELL PHONES	CELLULAR PHONE				75.55
				Fund 631 - WASTEWATER Total:	75.55
Fund: 641 - WATER					
CELL PHONES	CELLULAR PHONE				83.09
				Fund 641 - WATER Total:	83.09
				Vendor 07911 - CELLCO PARTNERSHIP Total:	254.92
Vendor: 00484 - CITY OF GERING					
Fund: 111 - GENERAL					
GROUND MAINT PK	GROUNDS MAINTENANCE				24.44
				Fund 111 - GENERAL Total:	24.44
Fund: 621 - ENVIRONMENTAL SERVICES					
TRASH & RECYCLING DISPOSAL ...	DISPOSAL FEES				46,898.74
				Fund 621 - ENVIRONMENTAL SERVICES Total:	46,898.74
				Vendor 00484 - CITY OF GERING Total:	46,923.18
Vendor: 00706 - COMPUTER CONNECTION INC					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				44.00
				Fund 111 - GENERAL Total:	44.00
				Vendor 00706 - COMPUTER CONNECTION INC Total:	44.00
Vendor: 09824 - CORE & MAIN LP					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				186.37
				Fund 641 - WATER Total:	186.37
				Vendor 09824 - CORE & MAIN LP Total:	186.37

Expense Approval Report

Post Dates: 08/06/2019 - 08/19/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS					
Fund: 111 - GENERAL					
FEES - JULY 2019	CONSULTING SERVICES				50.00
				Fund 111 - GENERAL Total:	50.00
				Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:	50.00
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				194.92
				Fund 713 - CASH & INVESTMENT POOL Total:	194.92
				Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:	194.92
Vendor: 09767 - CROELL INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				303.08
				Fund 641 - WATER Total:	303.08
				Vendor 09767 - CROELL INC Total:	303.08
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				4.04
Dep. sup.	DEPARTMENT SUPPLIES				114.00
Dep. sup.	DEPARTMENT SUPPLIES				12.50
Dep. sup.	DEPARTMENT SUPPLIES				47.96
DEPT SUPP	DEPARTMENT SUPPLIES				84.99
				Fund 111 - GENERAL Total:	263.49
				Vendor 07689 - CYNTHIA GREEN Total:	263.49
Vendor: 00573 - DEMCO, INC					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				160.13
				Fund 111 - GENERAL Total:	160.13
				Vendor 00573 - DEMCO, INC Total:	160.13
Vendor: 09557 - DILLMAN NANCY					
Fund: 111 - GENERAL					
Pgrm.	PROGRAMMING				14.99
				Fund 111 - GENERAL Total:	14.99
				Vendor 09557 - DILLMAN NANCY Total:	14.99
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
HAULING RECYCLING TO DENV...	DISPOSAL FEES				800.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	800.00
				Vendor 07421 - DUANE E. WOHLERS Total:	800.00
Vendor: 06947 - ENFORCEMENT VIDEO, LLC					
Fund: 111 - GENERAL					
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				168.00
				Fund 111 - GENERAL Total:	168.00
				Vendor 06947 - ENFORCEMENT VIDEO, LLC Total:	168.00
Vendor: 02460 - FASTENAL COMPANY					
Fund: 111 - GENERAL					
BOLTS FOR TOWER 1 TORQUE ...	DEPARTMENT SUPPLIES				6.03
				Fund 111 - GENERAL Total:	6.03
				Vendor 02460 - FASTENAL COMPANY Total:	6.03
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 725 - CENTRAL GARAGE					
PARKS - TIRES	EQUIPMENT MAINTENANCE				123.99
				Fund 725 - CENTRAL GARAGE Total:	123.99
				Vendor 07574 - FAT BOYS TIRE AND AUTO Total:	123.99

Expense Approval Report

Post Dates: 08/06/2019 - 08/19/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 641 - WATER					
POSTAGE	POSTAGE				108.34
POSTAGE	POSTAGE				111.30
				Fund 641 - WATER Total:	219.64
				Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	219.64
Vendor: 09946 - FRANCHETTI MATTHEW					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				54.00
				Fund 111 - GENERAL Total:	144.00
				Vendor 09946 - FRANCHETTI MATTHEW Total:	144.00
Vendor: 05600 - GALLS INC					
Fund: 111 - GENERAL					
UNIFORMS-PD	UNIFORMS & CLOTHING				14.69
UNIFORMS-PD	UNIFORMS & CLOTHING				316.41
				Fund 111 - GENERAL Total:	331.10
				Vendor 05600 - GALLS INC Total:	331.10
Vendor: 09610 - GRAY TELEVISION GROUP INC					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				1,390.00
				Fund 661 - STORMWATER Total:	1,390.00
				Vendor 09610 - GRAY TELEVISION GROUP INC Total:	1,390.00
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				1,965.85
				Fund 641 - WATER Total:	1,965.85
				Vendor 04371 - HAWKINS, INC. Total:	1,965.85
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				280.82
DEPT SUP	DEPARTMENT SUPPLIES				560.69
				Fund 631 - WASTEWATER Total:	841.51
				Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:	841.51
Vendor: 05667 - HOA SOLUTIONS, INC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				367.81
				Fund 631 - WASTEWATER Total:	367.81
				Vendor 05667 - HOA SOLUTIONS, INC Total:	367.81
Vendor: 09305 - HONEY WAGON EXPRESS					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				180.00
CONTRACTUAL PK	CONTRACTUAL SERVICES				180.00
				Fund 111 - GENERAL Total:	360.00
				Vendor 09305 - HONEY WAGON EXPRESS Total:	360.00
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
DEPT SUPP PK	DEPARTMENT SUPPLIES				168.00
BLDG MAINT PK	BUILDING MAINTENANCE				16.50
				Fund 111 - GENERAL Total:	184.50
				Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:	184.50

Expense Approval Report

Post Dates: 08/06/2019 - 08/19/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
UNIFORMS-PD	UNIFORMS & CLOTHING				109.48
UNIFORMS-PD	UNIFORMS & CLOTHING				109.48
UNIFORMS-PD	UNIFORMS & CLOTHING				109.48
UNIFORMS-PD	UNIFORMS & CLOTHING				109.48
JANITORIAL SUPP PK	JANITORIAL SUPPLIES				39.88
JANITORIAL SUPP PK	JANITORIAL SUPPLIES				12.62
JANITORIAL SUPP PK	JANITORIAL SUPPLIES				42.00
JANITORIAL SUPP PK	JANITORIAL SUPPLIES				123.35
DEPT SUPP PK	DEPARTMENT SUPPLIES				177.96
Jan. sup.	JANITORIAL SUPPLIES				89.25
DEPT SUPP PK	DEPARTMENT SUPPLIES				46.18
JANITORIAL SUPP PK	JANITORIAL SUPPLIES				104.00
Fund 111 - GENERAL Total:					1,073.16
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				31.99
SUPP - HAND TOWELS	DEPARTMENT SUPPLIES				233.00
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				33.26
Fund 212 - TRANSPORTATION Total:					298.25
Fund: 621 - ENVIRONMENTAL SERVICES					
RUGS, MOPS, SHOP TOWELS	DEPARTMENT SUPPLIES				103.92
Fund 621 - ENVIRONMENTAL SERVICES Total:					103.92
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				24.29
Fund 631 - WASTEWATER Total:					24.29
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				24.30
Fund 641 - WATER Total:					24.30
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- RUGS, SHOP...	DEPARTMENT SUPPLIES				33.24
CENTRAL GARAGE- RUGS, SHOP...	UNIFORMS & CLOTHING				8.96
CENTRAL GARAGE- RUGS, SHOP...	DEPARTMENT SUPPLIES				34.56
CENTRAL GARAGE- RUGS, SHOP...	UNIFORMS & CLOTHING				9.32
Fund 725 - CENTRAL GARAGE Total:					86.08
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:					1,610.00
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
GROUND MAINT PK	GROUPS MAINTENANCE				6.25
GROUND MAINT PK	GROUPS MAINTENANCE				9.00
GROUND MAINT PK	GROUPS MAINTENANCE				70.00
GROUND MAINT PK	GROUPS MAINTENANCE				67.36
Fund 111 - GENERAL Total:					152.61
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				39.60
Fund 213 - CEMETERY Total:					39.60
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:					192.21
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bk	BOOKS				-17.55
Bks.	BOOKS				355.67
Bks.	BOOKS				407.29
Fund 111 - GENERAL Total:					745.41
Fund: 211 - REGIONAL LIBRARY					
Bks.	BOOKS				9.94
Fund 211 - REGIONAL LIBRARY Total:					9.94

Expense Approval Report

Post Dates: 08/06/2019 - 08/19/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 223 - KENO					
Bks.	DEPARTMENT SUPPLIES				1,904.12
				Fund 223 - KENO Total:	1,904.12
				Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:	2,659.47
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,940.13
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,940.13
WITHHOLDINGS	FICA W/H EE PAYABLE				14,637.74
WITHHOLDINGS	FICA W/H EE PAYABLE				14,637.74
WITHHOLDINGS	FED W/H EE PAYABLE				21,460.01
				Fund 713 - CASH & INVESTMENT POOL Total:	58,615.75
				Vendor 08154 - INTERNAL REVENUE SERVICE Total:	58,615.75
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
DEPT SUPPLIES - HDMI CABLE	DEPARTMENT SUPPLIES				11.99
CONTRACT SERVICES - JULY 2019	CONTRACTUAL SERVICES				2,325.00
CONTRACT SERVICES LIBRARY - ...	CONTRACTUAL SERVICES				862.50
				Fund 111 - GENERAL Total:	3,199.49
Fund: 213 - CEMETERY					
CONTRACT SERVICES - JULY 2019	CONTRACTUAL SERVICES				750.00
				Fund 213 - CEMETERY Total:	750.00
Fund: 631 - WASTEWATER					
MICROSOFT OFFICE 2019 PRO P...	DEPARTMENT SUPPLIES				462.00
CONTRACT SERVICES - JULY 2019	CONTRACTUAL SERVICES				450.00
				Fund 631 - WASTEWATER Total:	912.00
Fund: 641 - WATER					
CONTRACT SERVICES - JULY 2019	CONTRACTUAL SERVICES				468.75
				Fund 641 - WATER Total:	468.75
				Vendor 08525 - INTRALINKS, INC Total:	5,330.24
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				57.95
				Fund 111 - GENERAL Total:	57.95
				Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:	57.95
Vendor: 00192 - J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
NOTARY BOND-PD	BONDING				70.00
				Fund 111 - GENERAL Total:	70.00
				Vendor 00192 - J G ELLIOTT CO.INC. Total:	70.00
Vendor: 10070 - JENKINS KEITH					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
				Fund 111 - GENERAL Total:	18.00
				Vendor 10070 - JENKINS KEITH Total:	18.00
Vendor: 09825 - KEMBEL JARED					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				54.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
				Fund 111 - GENERAL Total:	126.00
				Vendor 09825 - KEMBEL JARED Total:	126.00
Vendor: 09371 - KIRK BERNHARDT					
Fund: 111 - GENERAL					
CONTRACRTUAL	CONTRACTUAL SERVICES				36.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONTRACTUAL	CONTRACTUAL SERVICES				50.00
CONTRACTUAL	CONTRACTUAL SERVICES				50.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
Fund 111 - GENERAL Total:					172.00
Vendor 09371 - KIRK BERNHARDT Total:					172.00
Vendor: 02522 - KITE, LANCE					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				105.00
Fund 111 - GENERAL Total:					105.00
Vendor 02522 - KITE, LANCE Total:					105.00
Vendor: 09747 - KNOW HOW LLC					
Fund: 111 - GENERAL					
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				22.18
EQUIP MAINT PK	EQUIPMENT MAINTENANCE				13.98
VEH MAINT PK	VEHICLE MAINTENANCE				8.92
Fund 111 - GENERAL Total:					45.08
Fund: 621 - ENVIRONMENTAL SERVICES					
STRAPS & RUBBER TIES FOR C...	DEPARTMENT SUPPLIES				47.01
COUPLERS	DEPARTMENT SUPPLIES				22.82
SEALANT FOAM FOR TRASH CA...	DEPARTMENT SUPPLIES				34.94
SUVA FOR COMPOST FACILITY	DEPARTMENT SUPPLIES				71.76
LEATHER WORK GLOVES	UNIFORMS & CLOTHING				229.55
Fund 621 - ENVIRONMENTAL SERVICES Total:					406.08
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				89.99
Fund 631 - WASTEWATER Total:					89.99
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- DISPOSABLE...	EQUIPMENT MAINTENANCE				18.25
CENTRAL GARAGE- HEADLAMPS	EQUIPMENT MAINTENANCE				10.25
CENTRAL GARAGE- HEADLAMPS	EQUIPMENT MAINTENANCE				8.78
TRANS #978- ADAPTERS	EQUIPMENT MAINTENANCE				12.69
CENTRAL GARAGE- RUGLYDE	DEPARTMENT SUPPLIES				13.85
TRANS #435- CABIN AIR FILTER	EQUIPMENT MAINTENANCE				19.12
CENTRAL GARAGE- AIR FILTER ...	EQUIPMENT MAINTENANCE				76.15
TRANS STOCK- AIR FILTERS	EQUIPMENT MAINTENANCE				91.83
TRANS #443- CABIN AIR FILTER	EQUIPMENT MAINTENANCE				10.18
TRANS #4042- AIR CABIN FILTER	EQUIPMENT MAINTENANCE				10.18
RETURNED BEARINGS AND CUP	EQUIPMENT MAINTENANCE				-16.17
Fund 725 - CENTRAL GARAGE Total:					255.11
Vendor 09747 - KNOW HOW LLC Total:					796.26
Vendor: 09872 - KRIZ DAVIS					
Fund: 212 - TRANSPORTATION					
ELECT. SUPP - INSULATED CLEVIS	DEPARTMENT SUPPLIES				10.40
Fund 212 - TRANSPORTATION Total:					10.40
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				10.00
Fund 631 - WASTEWATER Total:					10.00
Vendor 09872 - KRIZ DAVIS Total:					20.40
Vendor: 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES					
Fund: 111 - GENERAL					
REGISTRATION - ANNUAL CONF ...	SCHOOL & CONFERENCE				472.00
ANNUAL CONF REGISTRATION - ...	SCHOOL & CONFERENCE				472.00
Fund 111 - GENERAL Total:					944.00
Vendor 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES Total:					944.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT					
Fund: 111 - GENERAL					
CONSULTING-PD	CONSULTING SERVICES				100.00
				Fund 111 - GENERAL Total:	100.00
				Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:	100.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 111 - GENERAL					
CONTRACT SERVICES - PLANNI...	CONTRACTUAL SERVICES				1,860.00
				Fund 111 - GENERAL Total:	1,860.00
Fund: 212 - TRANSPORTATION					
ENG. SERVICES - GIS - SCHOOLS...	CONTRACTUAL SERVICES				47.50
				Fund 212 - TRANSPORTATION Total:	47.50
				Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:	1,907.50
Vendor: 08190 - MADISON NATIONAL LIFE					
Fund: 111 - GENERAL					
INSURANCE	DISABILITY INSURANCE				438.91
				Fund 111 - GENERAL Total:	438.91
Fund: 713 - CASH & INVESTMENT POOL					
INSURANCE	LIFE INS EE PAYABLE				716.83
INSURANCE	LIFE INS EE PAYABLE				7.40
INSURANCE	DIS INC INS EE PAYABLE				674.82
				Fund 713 - CASH & INVESTMENT POOL Total:	1,399.05
				Vendor 08190 - MADISON NATIONAL LIFE Total:	1,837.96
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 641 - WATER					
RENT MACHINES	RENT-MACHINES				60.65
				Fund 641 - WATER Total:	60.65
				Vendor 08317 - MATHESON TRI-GAS INC Total:	60.65
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
SHOP VAC FILTER AND FILTER S...	DEPARTMENT SUPPLIES				19.34
DEPT SUPP PK	DEPARTMENT SUPPLIES				97.82
DEPT SUPP PK	DEPARTMENT SUPPLIES				14.94
DEPT SUPP PK	DEPARTMENT SUPPLIES				28.99
DEPT SUPP PK	DEPARTMENT SUPPLIES				20.85
				Fund 111 - GENERAL Total:	181.94
Fund: 212 - TRANSPORTATION					
SUPP - ADAPTER & LOCKNUT	DEPARTMENT SUPPLIES				1.34
DEPT SUPP STREET	DEPARTMENT SUPPLIES				13.84
SUPP - CPLR, CONDUIT	DEPARTMENT SUPPLIES				17.77
SUPP - AIR FILTERS	DEPARTMENT SUPPLIES				5.58
SUPP - FILTERS	DEPARTMENT SUPPLIES				2.79
SUPP - WIRE HOLDER, CONDUIT,...	DEPARTMENT SUPPLIES				125.62
SUPP - CONN, ELECT. TAPE	DEPARTMENT SUPPLIES				19.35
SUPP - TIE DOWNS	DEPARTMENT SUPPLIES				32.96
				Fund 212 - TRANSPORTATION Total:	219.25
Fund: 621 - ENVIRONMENTAL SERVICES					
BREAK ROOM CLEANERS	DEPARTMENT SUPPLIES				9.83
GAP FILLER FOR DUMPSTERS	DEPARTMENT SUPPLIES				17.94
PAINT CLOTH, ROLLERS, BRUSH...	DEPARTMENT SUPPLIES				38.30
				Fund 621 - ENVIRONMENTAL SERVICES Total:	66.07
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				9.99
DEPT SUP	DEPARTMENT SUPPLIES				19.99
DEPT SUP	DEPARTMENT SUPPLIES				5.92
				Fund 631 - WASTEWATER Total:	35.90

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				36.94
				Fund 641 - WATER Total:	36.94
				Vendor 07628 - MENARDS, INC Total:	540.10
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
Legal Publishing	LEGAL PUBLICATIONS				24.43
Legal Publishing	LEGAL PUBLICATIONS				678.73
Legal Publishing	LEGAL PUBLICATIONS				43.91
Legal Publishing	LEGAL PUBLICATIONS				99.69
Legal Publishing	LEGAL PUBLICATIONS				51.46
Legal Publishing	RECRUITMENT				1,948.38
				Fund 111 - GENERAL Total:	2,846.60
Fund: 212 - TRANSPORTATION					
Legal Publishing	LEGAL PUBLICATIONS				44.11
				Fund 212 - TRANSPORTATION Total:	44.11
Fund: 621 - ENVIRONMENTAL SERVICES					
Legal Publishing	LEGAL PUBLICATIONS				93.90
				Fund 621 - ENVIRONMENTAL SERVICES Total:	93.90
Fund: 641 - WATER					
Legal Publishing	LEGAL PUBLICATIONS				12.00
				Fund 641 - WATER Total:	12.00
				Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:	2,996.61
Vendor: 09354 - MIDWEST FARM SERVICE-ALLIANCE					
Fund: 111 - GENERAL					
EQUIP MAINT PK	EQUIPMENT MAINTENANCE				152.80
				Fund 111 - GENERAL Total:	152.80
				Vendor 09354 - MIDWEST FARM SERVICE-ALLIANCE Total:	152.80
Vendor: 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				175.41
				Fund 641 - WATER Total:	175.41
				Vendor 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA Total:	175.41
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP					
Fund: 111 - GENERAL					
IMAGESILO FEE (JULY 2019)	CONTRACTUAL SERVICES				39.99
				Fund 111 - GENERAL Total:	39.99
				Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:	39.99
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,163.10
				Fund 713 - CASH & INVESTMENT POOL Total:	1,163.10
				Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:	1,163.10
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 111 - GENERAL					
LODGING TAX	LEGAL FEES				530.89
				Fund 111 - GENERAL Total:	530.89
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	STATE W/H EE PAYABLE				19,276.89
				Fund 713 - CASH & INVESTMENT POOL Total:	19,276.89
				Vendor 00797 - NE DEPT OF REVENUE Total:	19,807.78

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04460 - NEBRASKA INTERACTIVE, LLC					
Fund: 111 - GENERAL					
DRIVERS LICENSE REQ. - JUNE &...CONSULTING SERVICES					81.00
				Fund 111 - GENERAL Total:	81.00
				Vendor 04460 - NEBRASKA INTERACTIVE, LLC Total:	81.00
Vendor: 00402 - NEBRASKA MACHINERY CO					
Fund: 725 - CENTRAL GARAGE					
TRANS #979- PIN & CLIP	EQUIPMENT MAINTENANCE				27.50
				Fund 725 - CENTRAL GARAGE Total:	27.50
				Vendor 00402 - NEBRASKA MACHINERY CO Total:	27.50
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 111 - GENERAL					
Electric	ELECTRICITY				791.28
Electric	ELECTRICITY				39.40
Electric	ELECTRICITY				921.21
Electric	ELECTRICITY				92.66
Electric	ELECTRICITY				921.21
Electric	ELECTRICITY				202.39
Electric	ELECTRICITY				2,388.39
Electric	ELECTRICITY				5,575.59
Electric	ELECTRICITY				434.34
Electric	ELECTRICITY				2,540.62
Electric	STREET LIGHTS				100.40
				Fund 111 - GENERAL Total:	14,007.49
Fund: 212 - TRANSPORTATION					
Electric	ELECTRICITY				582.28
Electric	ELECTRIC POWER				1,694.05
Electric	STREET LIGHTS				28,501.14
				Fund 212 - TRANSPORTATION Total:	30,777.47
Fund: 213 - CEMETERY					
Electric	ELECTRICITY				311.65
				Fund 213 - CEMETERY Total:	311.65
Fund: 216 - BUSINESS IMPROVEMENT					
Electric	STREET LIGHTS				85.42
				Fund 216 - BUSINESS IMPROVEMENT Total:	85.42
Fund: 621 - ENVIRONMENTAL SERVICES					
Electric	ELECTRICITY				745.66
				Fund 621 - ENVIRONMENTAL SERVICES Total:	745.66
Fund: 631 - WASTEWATER					
Electric	ELECTRICITY				719.81
Electric	ELECTRIC POWER				57.49
				Fund 631 - WASTEWATER Total:	777.30
Fund: 641 - WATER					
Electric	ELECTRICITY				32.19
Electric	ELECTRIC POWER				473.65
				Fund 641 - WATER Total:	505.84
Fund: 725 - CENTRAL GARAGE					
Electric	ELECTRICITY				165.40
				Fund 725 - CENTRAL GARAGE Total:	165.40
				Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	47,376.23
Vendor: 00632 - NEBRASKA RURAL RADIO ASSOCIATION					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				100.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONTRACTUAL SVC	CONTRACTUAL SERVICES				232.50
				Fund 661 - STORMWATER Total:	332.50
				Vendor 00632 - NEBRASKA RURAL RADIO ASSOCIATION Total:	332.50
Vendor: 01785 - NEBRASKA STATEWIDE ARBORETUM					
Fund: 661 - STORMWATER					
MEMBERSHIPS	MEMBERSHIPS				55.00
				Fund 661 - STORMWATER Total:	55.00
				Vendor 01785 - NEBRASKA STATEWIDE ARBORETUM Total:	55.00
Vendor: 04198 - NEBRASKALAND TIRE, INC					
Fund: 725 - CENTRAL GARAGE					
POLICE #2- TIRES	EQUIPMENT MAINTENANCE				611.13
				Fund 725 - CENTRAL GARAGE Total:	611.13
				Vendor 04198 - NEBRASKALAND TIRE, INC Total:	611.13
Vendor: 09413 - NEOPOST					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				1,000.00
				Fund 111 - GENERAL Total:	1,000.00
				Vendor 09413 - NEOPOST Total:	1,000.00
Vendor: 09409 - NETWORKFLEET, INC					
Fund: 212 - TRANSPORTATION					
GPS SERVICE	DEPARTMENT SUPPLIES				148.70
				Fund 212 - TRANSPORTATION Total:	148.70
Fund: 621 - ENVIRONMENTAL SERVICES					
FLEET GPS SERVICES FOR JULY 2... CONTRACTUAL SERVICES					128.70
				Fund 621 - ENVIRONMENTAL SERVICES Total:	128.70
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				37.90
				Fund 631 - WASTEWATER Total:	37.90
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				37.90
				Fund 641 - WATER Total:	37.90
				Vendor 09409 - NETWORKFLEET, INC Total:	353.20
Vendor: 00862 - NEW YORK TIMES					
Fund: 111 - GENERAL					
Sbscrp.	SUBSCRIPTIONS				520.00
				Fund 111 - GENERAL Total:	520.00
				Vendor 00862 - NEW YORK TIMES Total:	520.00
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GROUND MAINT PK	GROUNDS MAINTENANCE				42.81
GROUND MAINT PK	GROUNDS MAINTENANCE				28.16
GROUND MAINT PK	GROUNDS MAINTENANCE				85.34
GROUND MAINT PK	GROUNDS MAINTENANCE				38.26
GROUND MAINT PK	GROUNDS MAINTENANCE				29.38
GROUND MAINT PK	GROUNDS MAINTENANCE				2.31
GROUND MAINT PK	GROUNDS MAINTENANCE				25.90
GROUND MAINT PK	GROUNDS MAINTENANCE				27.94
				Fund 111 - GENERAL Total:	280.10
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				30.55
DEPT SUPP CEM	DEPARTMENT SUPPLIES				20.12
DEPT SUPP CEM	DEPARTMENT SUPPLIES				11.56
				Fund 213 - CEMETERY Total:	62.23

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				36.68
				Fund 641 - WATER Total:	36.68
				Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:	379.01
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				1,071.65
				Fund 111 - GENERAL Total:	1,071.65
				Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:	1,071.65
Vendor: 00416 - OLTMANNNS, JUDITH					
Fund: 111 - GENERAL					
Reimb.	DEPARTMENT SUPPLIES				20.67
				Fund 111 - GENERAL Total:	20.67
				Vendor 00416 - OLTMANNNS, JUDITH Total:	20.67
Vendor: 08840 - ONE CALL CONCEPTS, INC					
Fund: 212 - TRANSPORTATION					
CONTRACTUAL	CONTRACTUAL SERVICES				64.23
				Fund 212 - TRANSPORTATION Total:	64.23
Fund: 631 - WASTEWATER					
CONTRACTUAL	CONTRACTUAL SERVICES				64.22
				Fund 631 - WASTEWATER Total:	64.22
Fund: 641 - WATER					
CONTRACTUAL	CONTRACTUAL SERVICES				64.22
				Fund 641 - WATER Total:	64.22
				Vendor 08840 - ONE CALL CONCEPTS, INC Total:	192.67
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC					
Fund: 111 - GENERAL					
EQUIP MAINT REC	EQUIPMENT MAINTENANCE				458.00
EQUIP MAINT PK	EQUIPMENT MAINTENANCE				617.00
				Fund 111 - GENERAL Total:	1,075.00
				Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:	1,075.00
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
FUEL	GASOLINE				-2.74
DEPT FUEL	GASOLINE				74.39
JULY FUEL- GASOLINE	GASOLINE				167.34
FUEL	GASOLINE				189.01
FUEL	GASOLINE				2,241.02
FUEL	OTHER FUEL				2,398.39
FUEL	GASOLINE				20.00
GASOLINE-PD	GASOLINE				4,141.27
FUEL CREDIT	GASOLINE				-97.01
				Fund 111 - GENERAL Total:	9,131.67
Fund: 212 - TRANSPORTATION					
UNLEADED GASOLINE	GASOLINE				1,097.36
UNLEADED GASOLINE	OTHER FUEL				2,506.91
				Fund 212 - TRANSPORTATION Total:	3,604.27
Fund: 213 - CEMETERY					
FUEL	GASOLINE				55.78
				Fund 213 - CEMETERY Total:	55.78
Fund: 224 - ECONOMIC DEVELOPMENT					
FUEL	GASOLINE				41.13
FUEL	GASOLINE				26.70
FUEL CREDIT	GASOLINE				-4.48

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
FUEL CREDIT	GASOLINE				-1.36
Fund 224 - ECONOMIC DEVELOPMENT Total:					61.99
Fund: 621 - ENVIRONMENTAL SERVICES					
FLEET DIESEL/PROPANE FOR JU...	GASOLINE				132.41
FLEET DIESEL/PROPANE FOR JU...	OTHER FUEL				8,486.04
Fund 621 - ENVIRONMENTAL SERVICES Total:					8,618.45
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				511.20
FUEL	GASOLINE				683.22
FUEL	GASOLINE				308.88
FUEL	OTHER FUEL				696.92
FUEL	OTHER FUEL				933.66
FUEL	OTHER FUEL				287.96
Fund 631 - WASTEWATER Total:					3,421.84
Fund: 641 - WATER					
FUEL	GASOLINE				1,133.62
FUEL	OTHER FUEL				72.00
Fund 641 - WATER Total:					1,205.62
Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:					26,099.62
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				60.00
Fund 641 - WATER Total:					60.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:					60.00
Vendor: 09087 - PAUL MENDOZA					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
Fund 111 - GENERAL Total:					126.00
Vendor 09087 - PAUL MENDOZA Total:					126.00
Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC					
Fund: 111 - GENERAL					
GROUND MAINT PK	GROUNDS MAINTENANCE				-480.64
Fund 111 - GENERAL Total:					-480.64
Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total:					-480.64
Vendor: 00029 - PELCO CORP					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				475.00
Fund 111 - GENERAL Total:					475.00
Vendor 00029 - PELCO CORP Total:					475.00
Vendor: 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC					
Fund: 111 - GENERAL					
CONCESSIONS	CONCESSION SUPPLIES				119.80
CONCESSIONS	CONCESSION SUPPLIES				129.80
CONCESSIONS	CONCESSION SUPPLIES				78.10
CONCESSIONS	CONCESSION SUPPLIES				26.30
CONCESSIONS	CONCESSION SUPPLIES				78.10
CONCESSIONS	CONCESSION SUPPLIES				26.30
Fund 111 - GENERAL Total:					458.40
Vendor 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC Total:					458.40

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE				9,874.26
Fund 713 - CASH & INVESTMENT POOL Total:					9,874.26
Vendor 01276 - PLATTE VALLEY BANK Total:					9,874.26
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				78.19
Postage	POSTAGE				119.96
Fund 621 - ENVIRONMENTAL SERVICES Total:					198.15
Fund: 631 - WASTEWATER					
Postage	POSTAGE				78.18
Postage	POSTAGE				119.95
Fund 631 - WASTEWATER Total:					198.13
Fund: 641 - WATER					
Postage	POSTAGE				78.18
Postage	POSTAGE				119.95
Fund 641 - WATER Total:					198.13
Vendor 00272 - POSTMASTER Total:					594.41
Vendor: 00796 - POWERPLAN					
Fund: 725 - CENTRAL GARAGE					
PARKS #321- HYDRAULIC QUICK...EQUIPMENT MAINTENANCE					89.80
Fund 725 - CENTRAL GARAGE Total:					89.80
Vendor 00796 - POWERPLAN Total:					89.80
Vendor: 00471 - PRO OVERHEAD DOOR					
Fund: 621 - ENVIRONMENTAL SERVICES					
REPAIRS TO DOOR AT COMPOST..BUILDING MAINTENANCE					638.95
Fund 621 - ENVIRONMENTAL SERVICES Total:					638.95
Vendor 00471 - PRO OVERHEAD DOOR Total:					638.95
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				194.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				127.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				95.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				106.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				95.97
Fund 111 - GENERAL Total:					621.93
Vendor 00266 - QUILL CORPORATION Total:					621.93
Vendor: 04576 - REGANIS AUTO CENTER, INC					
Fund: 725 - CENTRAL GARAGE					
POLICE #6- HANDLE	EQUIPMENT MAINTENANCE				112.20
POLICE #6- HANDLE	EQUIPMENT MAINTENANCE				103.70
RETURNED HANDLE	EQUIPMENT MAINTENANCE				-112.20
Fund 725 - CENTRAL GARAGE Total:					103.70
Vendor 04576 - REGANIS AUTO CENTER, INC Total:					103.70
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				582.30
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				407.16
CLAIMS	CLAIMS EXPENSE				25,864.36
Fund 812 - HEALTH INSURANCE Total:					26,853.82
Vendor 04089 - REGIONAL CARE INC Total:					26,853.82
Vendor: 09519 - RICHARD P CASTILLO					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONTRACTUAL	CONTRACTUAL SERVICES				54.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
Fund 111 - GENERAL Total:					162.00
Vendor 09519 - RICHARD P CASTILLO Total:					162.00
Vendor: 02324 - RON'S TOWING					
Fund: 111 - GENERAL					
TOW SERVICE-PD	CONTRACTUAL SERVICES				175.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				300.00
Fund 111 - GENERAL Total:					475.00
Vendor 02324 - RON'S TOWING Total:					475.00
Vendor: 04311 - ROSE DREW, INC					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				171.34
Fund 111 - GENERAL Total:					171.34
Vendor 04311 - ROSE DREW, INC Total:					171.34
Vendor: 09817 - RYAN FELTES					
Fund: 111 - GENERAL					
PER DIEM FOR ROPE RESCUE C...	SCHOOL & CONFERENCE				95.00
Fund 111 - GENERAL Total:					95.00
Vendor 09817 - RYAN FELTES Total:					95.00
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
EMPLOYEE DEDUCTION	SMEC EE PAYABLE				146.50
Fund 713 - CASH & INVESTMENT POOL Total:					146.50
Vendor 00026 - S M E C Total:					146.50
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQUIP MAINT PK	EQUIPMENT MAINTENANCE				145.28
DEPT SUPP	DEPARTMENT SUPPLIES				254.69
Fund 111 - GENERAL Total:					399.97
Fund: 725 - CENTRAL GARAGE					
TRANS CONCRETE SAW- FUEL P...	EQUIPMENT MAINTENANCE				9.85
CENTRAL GARAGE- TANK VENT	DEPARTMENT SUPPLIES				25.64
PARKS EDGE TRIMMER- LEVER	EQUIPMENT MAINTENANCE				10.02
Fund 725 - CENTRAL GARAGE Total:					45.51
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:					445.48
Vendor: 00841 - SCB COUNTY					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				75.00
Fund 111 - GENERAL Total:					75.00
Vendor 00841 - SCB COUNTY Total:					75.00
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				225.00
Fund 713 - CASH & INVESTMENT POOL Total:					225.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:					225.00
Vendor: 10042 - SCOTT AARON					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				72.00
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
Fund 111 - GENERAL Total:					126.00
Vendor 10042 - SCOTT AARON Total:					126.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				624.00
Fund 713 - CASH & INVESTMENT POOL Total:					624.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:					624.00
Vendor: 00108 - SCOTTSBLUFF WINSUPPLY COMPANY					
Fund: 111 - GENERAL					
GROUND MAINT PK	GROUNDS MAINTENANCE				11.65
Fund 111 - GENERAL Total:					11.65
Vendor 00108 - SCOTTSBLUFF WINSUPPLY COMPANY Total:					11.65
Vendor: 10071 - SEILER INSTRUMENT MFG. CO., INC					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				2,495.00
Fund 631 - WASTEWATER Total:					2,495.00
Vendor 10071 - SEILER INSTRUMENT MFG. CO., INC Total:					2,495.00
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				4,167.18
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				6,264.61
Fund 111 - GENERAL Total:					10,431.79
Fund: 224 - ECONOMIC DEVELOPMENT					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				1,660.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				1,832.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				1,397.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				1,312.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				742.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				216.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				124.50
Fund 224 - ECONOMIC DEVELOPMENT Total:					7,285.50
Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:					17,717.29
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				763.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				1,387.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				272.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				1,105.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				585.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				272.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				1,058.75
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				574.75
Fund 212 - TRANSPORTATION Total:					6,019.00
Vendor 01031 - SIMON CONTRACTORS Total:					6,019.00
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
BLDG MAINT PK	BUILDING MAINTENANCE				124.00
Fund 111 - GENERAL Total:					124.00
Vendor 00513 - SNELL SERVICES INC. Total:					124.00
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				14.95
Fund 111 - GENERAL Total:					14.95
Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:					14.95

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09542 - SUBWAY 6906					
Fund: 111 - GENERAL					
RECRUITMENT	RECRUITMENT				33.65
				Fund 111 - GENERAL Total:	33.65
				Vendor 09542 - SUBWAY 6906 Total:	33.65
Vendor: 01967 - SWANK MOTION PICTURES INC					
Fund: 111 - GENERAL					
SPECIAL EVENT	SPECIAL EVENTS				463.00
				Fund 111 - GENERAL Total:	463.00
				Vendor 01967 - SWANK MOTION PICTURES INC Total:	463.00
Vendor: 00325 - TEXAS PNEUDRAULIC INC					
Fund: 725 - CENTRAL GARAGE					
ES STOCK- SWIVEL FITTINGS	EQUIPMENT MAINTENANCE				266.65
ES #812- SWITCH AND CAMERA	EQUIPMENT MAINTENANCE				439.35
				Fund 725 - CENTRAL GARAGE Total:	706.00
				Vendor 00325 - TEXAS PNEUDRAULIC INC Total:	706.00
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION					
Fund: 218 - PUBLIC SAFETY					
HIDTA-CAR LEASE	DEPARTMENT SUPPLIES				343.53
				Fund 218 - PUBLIC SAFETY Total:	343.53
				Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:	343.53
Vendor: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 631 - WASTEWATER					
EQUIPMENT	EQUIPMENT				186,187.00
				Fund 631 - WASTEWATER Total:	186,187.00
				Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:	186,187.00
Vendor: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 641 - WATER					
METER READING UPGRADE	EQUIPMENT				312.50
				Fund 641 - WATER Total:	312.50
				Vendor 08821 - TYLER TECHNOLOGIES, INC Total:	312.50
Vendor: 10026 - TYRELL GILL					
Fund: 111 - GENERAL					
PER DIEM FOR ROPE RESCUE C...	SCHOOL & CONFERENCE				95.00
				Fund 111 - GENERAL Total:	95.00
				Vendor 10026 - TYRELL GILL Total:	95.00
Vendor: 09865 - UNION BANK & TRUST					
Fund: 111 - GENERAL					
FEES 6/30/19 DEF. COMP	CONTRACTUAL SERVICES				168.00
FEES 6/30/19 FIRE PENSION	CONTRACTUAL SERVICES				632.01
FEES 6/30/19 GENERAL PENSION	CONTRACTUAL SERVICES				1,004.01
FEES 6/30/19 POLICE PENSION	CONTRACTUAL SERVICES				722.01
				Fund 111 - GENERAL Total:	2,526.03
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT	REGULAR RETIRE EE PAY				7,352.19
RETIREMENT	REGULAR RETIRE EE PAY				7,137.27
RETIREMENT	DEFERRED COMP EE PAY				2,385.50
RETIREMENT	DEFERRED COMP EE PAY				590.00
RETIREMENT	RETIRE FIRE EE PAYABLE				2,523.04
RETIREMENT	RETIRE FIRE EE PAYABLE				4,716.01
RETIREMENT	RETIRE POLICE EE PAY				5,224.85
RETIREMENT	RETIRE POLICE EE PAY				5,564.75
				Fund 713 - CASH & INVESTMENT POOL Total:	35,493.61
				Vendor 09865 - UNION BANK & TRUST Total:	38,019.64

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09239 - UNIQUE MANAGEMENT SERVICES, INC					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				170.05
				Fund 111 - GENERAL Total:	170.05
			Vendor 09239 - UNIQUE MANAGEMENT SERVICES, INC Total:		170.05
Vendor: 10069 - VESSCO INC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				254.25
				Fund 631 - WASTEWATER Total:	254.25
			Vendor 10069 - VESSCO INC Total:		254.25
Vendor: 04529 - W & R INC					
Fund: 111 - GENERAL					
EQUIP MAINT REC	EQUIPMENT MAINTENANCE				1,857.08
EQUIP MAINT REC	EQUIPMENT MAINTENANCE				-84.74
				Fund 111 - GENERAL Total:	1,772.34
			Vendor 04529 - W & R INC Total:		1,772.34
Vendor: 06089 - WESTERN COOPERATIVE COMPANY					
Fund: 111 - GENERAL					
GROUND MAINT PK	GROUNDS MAINTENANCE				342.46
GROUND MAINT PK	GROUNDS MAINTENANCE				92.90
				Fund 111 - GENERAL Total:	435.36
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				43.52
				Fund 631 - WASTEWATER Total:	43.52
			Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:		478.88
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC					
Fund: 111 - GENERAL					
DOT DRUG SCREENING	CONTRACTUAL SERVICES				215.00
				Fund 111 - GENERAL Total:	215.00
			Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:		215.00
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC					
Fund: 111 - GENERAL					
VEH MAINT-PD	VEHICLE MAINTENANCE				444.00
VEHICLE WASH FOR UNIT 10	DEPARTMENT SUPPLIES				13.00
				Fund 111 - GENERAL Total:	457.00
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				26.00
				Fund 631 - WASTEWATER Total:	26.00
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				13.00
				Fund 641 - WATER Total:	13.00
			Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:		496.00
Vendor: 10039 - WILSON ZACHARIAH					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				72.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				54.00
				Fund 111 - GENERAL Total:	198.00
			Vendor 10039 - WILSON ZACHARIAH Total:		198.00
Vendor: 09641 - WOODS & AITKEN LLP					
Fund: 212 - TRANSPORTATION					
PROF.SERVICES - IBEW LOCAL ...	CONTRACTUAL SERVICES				88.50
				Fund 212 - TRANSPORTATION Total:	88.50

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
PROF.SERVICES - IBEW LOCAL ...	CONTRACTUAL SERVICES				88.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					88.50
Fund: 631 - WASTEWATER					
PROF.SERVICES - IBEW LOCAL ...	CONTRACTUAL SERVICES				88.50
Fund 631 - WASTEWATER Total:					88.50
Fund: 641 - WATER					
PROF.SERVICES - IBEW LOCAL ...	CONTRACTUAL SERVICES				88.50
Fund 641 - WATER Total:					88.50
Vendor 09641 - WOODS & AITKEN LLP Total:					354.00
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT					
Fund: 713 - CASH & INVESTMENT POOL					
CHILD SUPPORT	CHILD SUPPORT EE PAY				738.08
Fund 713 - CASH & INVESTMENT POOL Total:					738.08
Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:					738.08
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
FIRST AID KIT REFILL	DEPARTMENT SUPPLIES				34.37
FIRST AID KIT REFILL AT COMPO...	DEPARTMENT SUPPLIES				42.19
Fund 621 - ENVIRONMENTAL SERVICES Total:					76.56
Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:					76.56
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE					
Fund: 713 - CASH & INVESTMENT POOL					
YMCA	YMCA PAY EE				753.00
Fund 713 - CASH & INVESTMENT POOL Total:					753.00
Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:					753.00
Vendor: 03379 - ZM LUMBER INC					
Fund: 111 - GENERAL					
DEPT SUPP PK	DEPARTMENT SUPPLIES				22.59
DEPT SUPP PK	DEPARTMENT SUPPLIES				9.56
Fund 111 - GENERAL Total:					32.15
Vendor 03379 - ZM LUMBER INC Total:					32.15
Grand Total:					592,112.76

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	68,229.07	438.91
211 - REGIONAL LIBRARY	9.94	0.00
212 - TRANSPORTATION	42,335.46	0.00
213 - CEMETERY	1,219.26	0.00
216 - BUSINESS IMPROVEMENT	85.42	0.00
218 - PUBLIC SAFETY	343.53	0.00
223 - KENO	1,904.12	0.00
224 - ECONOMIC DEVELOPMENT	7,347.49	0.00
321 - TIF PROJECTS	50,000.00	0.00
621 - ENVIRONMENTAL SERVICES	59,049.66	198.15
631 - WASTEWATER	196,031.51	198.13
641 - WATER	6,058.47	198.13
661 - STORMWATER	1,777.50	0.00
713 - CASH & INVESTMENT POOL	128,537.11	128,537.11
725 - CENTRAL GARAGE	2,330.40	0.00
812 - HEALTH INSURANCE	26,853.82	26,853.82
Grand Total:	592,112.76	156,424.25

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-51281-142	DISABILITY INSURANCE	438.91	438.91
111-52111-111	DEPARTMENT SUPPLIES	61.45	0.00
111-52111-112	DEPARTMENT SUPPLIES	84.99	0.00
111-52111-116	DEPARTMENT SUPPLIES	11.99	0.00
111-52111-141	DEPARTMENT SUPPLIES	125.38	0.00
111-52111-142	DEPARTMENT SUPPLIES	698.45	0.00
111-52111-151	DEPARTMENT SUPPLIES	775.21	0.00
111-52111-171	DEPARTMENT SUPPLIES	841.58	0.00
111-52111-172	DEPARTMENT SUPPLIES	1,173.48	0.00
111-52114-172	CONCESSION SUPPLIES	1,546.71	0.00
111-52121-141	JANITORIAL SUPPLIES	12.82	0.00
111-52121-142	JANITORIAL SUPPLIES	59.22	0.00
111-52121-151	JANITORIAL SUPPLIES	89.25	0.00
111-52121-171	JANITORIAL SUPPLIES	321.85	0.00
111-52134-172	SPECIAL EVENTS	463.00	0.00
111-52181-142	UNIFORMS & CLOTHING	769.02	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	149.05	0.00
111-52222-151	BOOKS	981.60	0.00
111-52223-151	PROGRAMMING	130.81	0.00
111-52225-151	SUBSCRIPTIONS	520.00	0.00
111-52411-111	POSTAGE	1,000.00	0.00
111-52511-121	GASOLINE	74.39	0.00
111-52511-141	GASOLINE	184.60	0.00
111-52511-142	GASOLINE	4,141.27	0.00
111-52511-143	GASOLINE	189.01	0.00
111-52511-171	GASOLINE	2,144.01	0.00
111-52521-171	OTHER FUEL	2,398.39	0.00
111-53111-112	CONTRACTUAL SERVICES	1,387.01	0.00
111-53111-114	CONTRACTUAL SERVICES	6,264.61	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-116	CONTRACTUAL SERVICES	3,187.50	0.00
111-53111-121	CONTRACTUAL SERVICES	1,935.00	0.00
111-53111-141	CONTRACTUAL SERVICES	632.01	0.00
111-53111-142	CONTRACTUAL SERVICES	5,715.88	0.00
111-53111-151	CONTRACTUAL SERVICES	1,409.64	0.00
111-53111-171	CONTRACTUAL SERVICES	945.00	0.00
111-53111-172	CONTRACTUAL SERVICES	1,129.95	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53121-112	CONSULTING SERVICES	131.00	0.00
111-53121-142	CONSULTING SERVICES	100.00	0.00
111-53161-112	LEGAL PUBLICATIONS	24.43	0.00
111-53161-115	LEGAL PUBLICATIONS	678.73	0.00
111-53161-121	LEGAL PUBLICATIONS	43.91	0.00
111-53161-142	LEGAL PUBLICATIONS	99.69	0.00
111-53161-151	LEGAL PUBLICATIONS	51.46	0.00
111-53211-171	LEGAL FEES	530.89	0.00
111-53421-171	BUILDING MAINTENANCE	140.50	0.00
111-53421-172	BUILDING MAINTENANCE	3,789.51	0.00
111-53441-111	EQUIPMENT MAINTENAN...	129.64	0.00
111-53441-142	EQUIPMENT MAINTENAN...	605.14	0.00
111-53441-171	EQUIPMENT MAINTENAN...	1,239.89	0.00
111-53441-172	EQUIPMENT MAINTENAN...	435.52	0.00
111-53451-142	VEHICLE MAINTENANCE	464.77	0.00
111-53451-171	VEHICLE MAINTENANCE	8.92	0.00
111-53471-171	GROUNDS MAINTENANCE	423.52	0.00
111-53511-111	ELECTRICITY	791.28	0.00
111-53511-141	ELECTRICITY	960.61	0.00
111-53511-142	ELECTRICITY	1,013.87	0.00
111-53511-143	ELECTRICITY	202.39	0.00
111-53511-151	ELECTRICITY	2,388.39	0.00
111-53511-171	ELECTRICITY	6,009.93	0.00
111-53511-172	ELECTRICITY	2,540.62	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53711-113	SCHOOL & CONFERENCE	944.00	0.00
111-53711-141	SCHOOL & CONFERENCE	190.00	0.00
111-53711-142	SCHOOL & CONFERENCE	105.00	0.00
111-53811-142	BONDING	70.00	0.00
111-53913-112	RECRUITMENT	1,982.03	0.00
211-52222-151	BOOKS	9.94	0.00
212-52111-212	DEPARTMENT SUPPLIES	676.60	0.00
212-52511-212	GASOLINE	1,097.36	0.00
212-52521-212	OTHER FUEL	2,506.91	0.00
212-53111-212	CONTRACTUAL SERVICES	200.23	0.00
212-53161-212	LEGAL PUBLICATIONS	44.11	0.00
212-53441-212	EQUIPMENT MAINTENAN...	917.50	0.00
212-53491-212	STREET MAINTENANCE	6,019.00	0.00
212-53511-212	ELECTRICITY	582.28	0.00
212-53531-212	ELECTRIC POWER	1,694.05	0.00
212-53551-212	STREET LIGHTS	28,501.14	0.00
212-53561-212	PHONE & INTERNET	96.28	0.00
213-52111-213	DEPARTMENT SUPPLIES	101.83	0.00
213-52511-213	GASOLINE	55.78	0.00
213-53111-213	CONTRACTUAL SERVICES	750.00	0.00
213-53511-213	ELECTRICITY	311.65	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
218-52111-142	DEPARTMENT SUPPLIES	343.53	0.00
223-52111-113	DEPARTMENT SUPPLIES	1,904.12	0.00
224-52511-113	GASOLINE	61.99	0.00
224-53111-114	CONTRACTUAL SERVICES	7,285.50	0.00
321-52999-111	MISCELLANEOUS	50,000.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	609.06	0.00
621-52181-621	UNIFORMS & CLOTHING	229.55	0.00
621-52411-621	POSTAGE	198.15	198.15
621-52511-621	GASOLINE	132.41	0.00
621-52521-621	OTHER FUEL	8,486.04	0.00
621-53111-621	CONTRACTUAL SERVICES	217.20	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
621-53161-621	LEGAL PUBLICATIONS	93.90	0.00
621-53193-621	DISPOSAL FEES	47,698.74	0.00
621-53421-621	BUILDING MAINTENANCE	638.95	0.00
621-53511-621	ELECTRICITY	745.66	0.00
631-52111-631	DEPARTMENT SUPPLIES	4,544.12	0.00
631-52411-631	POSTAGE	198.13	198.13
631-52511-631	GASOLINE	992.10	0.00
631-52521-631	OTHER FUEL	1,918.54	0.00
631-53111-631	CONTRACTUAL SERVICES	664.91	0.00
631-53441-631	EQUIPMENT MAINTENAN...	622.06	0.00
631-53451-631	VEHICLE MAINTENANCE	51.80	0.00
631-53511-631	ELECTRICITY	719.81	0.00
631-53531-631	ELECTRIC POWER	57.49	0.00
631-53571-631	CELLULAR PHONE	75.55	0.00
631-54411-631	EQUIPMENT	186,187.00	0.00
641-52111-641	DEPARTMENT SUPPLIES	738.48	0.00
641-52117-641	SAMPLES	60.00	0.00
641-52411-641	POSTAGE	417.77	198.13
641-52511-641	GASOLINE	1,133.62	0.00
641-52521-641	OTHER FUEL	72.00	0.00
641-52611-641	CHEMICALS	1,965.85	0.00
641-53111-641	CONTRACTUAL SERVICES	683.67	0.00
641-53161-641	LEGAL PUBLICATIONS	12.00	0.00
641-53451-641	VEHICLE MAINTENANCE	13.00	0.00
641-53511-641	ELECTRICITY	32.19	0.00
641-53531-641	ELECTRIC POWER	473.65	0.00
641-53571-641	CELLULAR PHONE	83.09	0.00
641-53631-641	RENT-MACHINES	60.65	0.00
641-54411-641	EQUIPMENT	312.50	0.00
661-52311-661	MEMBERSHIPS	55.00	0.00
661-53111-661	CONTRACTUAL SERVICES	1,722.50	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,880.26	7,880.26
713-21513	FICA W/H EE PAYABLE	29,275.48	29,275.48
713-21514	FED W/H EE PAYABLE	21,460.01	21,460.01
713-21515	STATE W/H EE PAYABLE	19,276.89	19,276.89
713-21517	POL UNION DUES EE PAY	624.00	624.00
713-21518	FIRE UNION DUES EE PAY	225.00	225.00
713-21523	LIFE INS EE PAYABLE	757.18	757.18
713-21524	SMEC EE PAYABLE	146.50	146.50
713-21527	WAGE ATTACHMENT EE ...	194.92	194.92
713-21528	REGULAR RETIRE EE PAY	14,489.46	14,489.46
713-21529	DEFERRED COMP EE PAY	2,975.50	2,975.50
713-21531	RETIRE FIRE EE PAYABLE	7,239.05	7,239.05
713-21533	RETIRE POLICE EE PAY	10,789.60	10,789.60
713-21534	DIS INC INS EE PAYABLE	674.82	674.82
713-21539	CHILD SUPPORT EE PAY	1,901.18	1,901.18
713-21540	YMCA PAY EE	753.00	753.00
713-21541	HSA EE PAYABLE	9,874.26	9,874.26
725-52111-725	DEPARTMENT SUPPLIES	213.99	0.00
725-52181-725	UNIFORMS & CLOTHING	18.28	0.00
725-53441-725	EQUIPMENT MAINTENAN...	1,932.73	0.00
725-53511-725	ELECTRICITY	165.40	0.00
812-53862-112	CLAIMS EXPENSE	25,864.36	25,864.36
812-53863-112	FLEXIBLE BENFT EXPENSES	989.46	989.46
	Grand Total:	592,112.76	156,424.25

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	589,991.73	156,424.25
21852111142	343.53	0.00
6002052311	55.00	0.00
6002053111	1,722.50	0.00
Grand Total:	592,112.76	156,424.25

UTILITY REFUNDS 8-19-19

Account #	Status	Contact	Service Address	Refund Amount
<u>010-5908-02</u>	Inactive	MICHEAL D DENHAM	2606 AVE E SCOTTSBLUFF NE 69361	140.1
<u>045-4042-06</u>	Inactive	MEGAN E WILDERMAN	1310 16TH AVE SCOTTSBLUFF NE 69361	25.7
<u>055-0832-04</u>	Inactive	JAYLA CARES	1919 7TH AVE SCOTTSBLUFF NE 69361	14.94
<u>040-1258-05</u>	Inactive	MONIQUE ROJAS	1022 AVE Q SCOTTSBLUFF NE 69361	20.61
<u>030-3478-05</u>	Inactive	PAM COLE	708 BLUFF ST SCOTTSBLUFF NE 69361	11.24
<u>005-3269-02</u>	Inactive	JERRY L DARNELL	2406 AVE B SCOTTSBLUFF NE 69361	11.24
<u>070-0395-06</u>	Inactive	B & B RENTALS	613 E 28TH ST SCOTTSBLUFF NE 69361	16.16
7				\$239.99

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Claims2

Council to consider and take action on payment to Nebraska Rural Radio Association for \$510.24 to publicize notice of the July 17, 2019 Special Meeting.

Staff Contact: Liz Hilyard, Finance Director



City of Scottsbluff, NE

Expense Approval Report

By Vendor Name

Payable Dates 07/17/2019 - 07/17/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00632 - NEBRASKA RURAL RADIO ASSOCIATION					
Fund: 111 - GENERAL					
MEDIA NOTICE - SPECIAL COU	LEGAL PUBLICATIONS				510.24
Fund 111 - GENERAL Total:					510.24
Vendor 00632 - NEBRASKA RURAL RADIO ASSOCIATION Total:					510.24
Grand Total:					510.24

Report Summary

Fund Summary

Fund	Expense Amount
111 - GENERAL	510.24
Grand Total:	510.24

Account Summary

Account Number	Account Name	Expense Amount
111-53161-115	LEGAL PUBLICATIONS	510.24
Grand Total:		510.24

Project Account Summary

Project Account Key	Expense Amount
None	510.24
Grand Total:	510.24

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Fin Rep1

Council to receive the July 2019 Financial Report.

Staff Contact: Liz Hilyard, Finance Director

City of Scottsbluff
FUND EQUITY IN CASH - YEAR TO DATE
FOR THE TEN MONTHS ENDED JULY 31, 2019 AND 2018

OCTOBER 1, 2017 JULY 31, 2018			OCTOBER 1, 2018 JULY 31, 2019	
Fund	Fund #	NET CHANGE IN CASH	NET CHANGE IN CASH	
General	111	\$ 796,791.71	\$ 708,361.27	transfer in from Ind Sites fund - E Overland Grants, NPPD lease pmts monthly now
Regional Library	211	1,854.81	\$ 2,400.25	
Transportation	212	2,158,439.80	\$ (1,066,557.21)	42nd Street, bond pmts on 2015 & 2018 GO Bonds
Cemetery	213	(19,642.32)	\$ (55,528.98)	purchase new backhoe and mower
Cemetery Perp Care	214	71,945.55	\$ 35,173.93	
Special Projects	215	(19,449.52)	\$ 32,893.65	
Business Improvement	216	13,652.79	\$ (5,479.87)	charges from Streets and Parks for services
Public Safety	218	(72,834.43)	\$ 3,802.08	
Scb Industrial Sites	219	(152,159.80)	\$ (100,899.78)	budgeted transfer of cash to General Fund - E Overland
Keno	223	29,840.82	\$ (82,307.55)	23 Club engineering fees, campground UTV
Economic Development	224	(1,019,761.44)	\$ (375,876.68)	grants/loans - Economic development
Mutual Fire Organization	225	24,423.67	\$ 54,415.56	only small capital purchases YTD
Debt Service	311	86,035.76	\$ 37,930.10	
TIF	321	(79,878.46)	\$ (176,765.08)	Bondholder payments
CDBG	411	208.06	\$ 281.75	
Leasing Corporation	412	(18.82)	\$ 41.41	
Capital Projects	511	(11,523.30)	\$ (8,272.53)	purchase new mower - Parks
Environmental Services	621	566,682.91	\$ 711,751.20	no capital purchases YTD
Wastewater	631	22,717.02	\$ 49,934.72	NDEQ WWTP debt payments
Water	641	(634,048.01)	\$ 351,493.58	no major capital purchases YTD
Electric	651	12,024.54	\$ 13,133.04	
Stormwater	661	354,217.88	\$ (251,911.09)	42nd street, bond pmts 2018 GO Bonds
GIS	721	(13,801.41)	\$ (17,253.75)	internal service fund
Central Garage	725	(117,358.11)	\$ (149,054.40)	internal service fund
Unemployment Comp	811	547.85	\$ 613.24	
Health Insurance	812	414,397.25	\$ 452,008.14	EE premium withholdings, reinsurance in excess of claims
TOTAL		\$ 2,413,304.80	\$ 164,327.00	

City of Scottsbluff

Fund Equity in Cash

July 31, 2019

Fund	Fund #	2 YRS PRIOR July 31, 2017	PRIOR YEAR July 31, 2018	PRIOR MONTH June 30, 2019	CURRENT MONTH July 31, 2019	MONTHLY CHANGE IN CASH	
General	111	\$ 4,364,319.11	\$ 5,641,649.00	\$ 6,864,192.37	\$ 6,830,053.27	\$ (34,139.10)	operations
Regional Library	211	46,212.88	48,927.38	51,042.36	51,738.41	\$ 696.05	
Transportation	212	2,505,797.52	4,725,712.16	3,505,508.25	3,331,391.02	\$ (174,117.23)	42nd Street
Cemetery	213	(38,651.06)	(3,954.12)	(708.35)	(8,329.05)	\$ (7,620.70)	operations
Cemetery Perp Care	214	683,344.25	739,829.80	753,262.90	760,952.36	\$ 7,689.46	
Special Projects	215	228,297.89	222,079.86	139,818.91	153,055.25	\$ 13,236.34	
Business Improvement	216	226,474.45	252,947.02	260,307.55	260,937.36	\$ 629.81	
Public Safety	218	385,664.80	368,133.49	419,876.03	425,270.75	\$ 5,394.72	
Scb Industrial Sites	219	327,100.54	169,578.19	68,670.54	68,832.74	\$ 162.20	
Keno	223	221,875.16	251,746.96	189,919.94	179,004.08	\$ (10,915.86)	23 Club engineering/design
Economic Development	224	6,064,160.34	4,438,291.28	3,858,583.67	4,033,672.75	\$ 175,089.08	
Mutual Fire Organization	225	252,927.29	277,853.07	332,290.52	333,075.39	\$ 784.87	
Debt Service	311	3,460,815.43	3,194,154.37	3,377,750.49	3,398,002.85	\$ 20,252.36	
TIF	321	260,537.18	194,030.82	283,555.31	195,422.20	\$ (88,133.11)	bondholder payments
CDBG	411	32,121.70	30,889.34	31,187.12	31,260.78	\$ 73.66	
Leasing Corporation	412	6,791.23	6,755.84	6,800.80	6,816.86	\$ 16.06	
Capital Projects	511	106,254.73	61,100.03	68,024.73	69,631.89	\$ 1,607.16	
Environmental Services	621	854,234.36	1,576,538.48	2,259,248.30	2,399,187.25	\$ 139,938.95	
Wastewater	631	2,313,678.01	2,556,394.09	2,475,659.03	2,656,113.55	\$ 180,454.52	
Water	641	2,443,394.60	1,757,632.04	2,149,886.49	2,259,568.32	\$ 109,681.83	
Electric	651	1,425,003.24	1,439,856.72	1,453,736.72	1,457,170.46	\$ 3,433.74	
Stormwater	661	592,715.66	978,297.86	606,656.84	610,666.28	\$ 4,009.44	
GIS	721	(8,328.97)	20,701.62	47,133.83	42,312.45	\$ (4,821.38)	internal service fund
Central Garage	725	(80,919.02)	(211,012.62)	(378,275.30)	(388,756.01)	\$ (10,480.71)	internal service fund
Unemployment Comp	811	66,553.03	67,233.01	67,881.13	68,041.47	\$ 160.34	
Health Insurance	812	1,394,548.36	1,835,126.66	2,289,460.49	2,330,062.64	\$ 40,602.15	
TOTAL		\$ 28,134,922.71	\$ 30,640,492.35	\$ 31,181,470.67	\$ 31,555,155.32	\$ 373,684.65	



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

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	July 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
400 - Taxes	4,324,193.25	4,559,612.70	5,034,437.00	431,927.29	4,456,443.79	577,993.21	11 %
412 - Intergovernmental	9,070.17	44,234.68	0.00	0.00	34,560.30	(34,560.30)	0 %
420 - Charges for Services	472,778.64	399,976.51	436,658.00	72,730.55	461,055.11	(24,397.11)	-6 %
460 - Investment Income	31,822.98	65,133.96	20,000.00	16,094.67	112,999.21	(92,999.21)	-465 %
470 - Miscellaneous Revenues	94,949.11	658,585.35	32,759.00	5,161.45	73,208.42	(40,449.42)	-123 %
480 - Other Financing Uses	2,088,985.01	2,269,579.72	2,816,750.00	211,778.13	2,859,361.44	(42,611.44)	-2 %
111 - GENERAL Totals:	7,021,799.16	7,997,122.92	8,340,604.00	737,692.09	7,997,628.27	0.00	4 %
<u>211 - REGIONAL LIBRARY</u>							
460 - Investment Income	319.23	583.78	400.00	121.92	888.76	(488.76)	-122 %
470 - Miscellaneous Revenues	4,598.29	3,256.05	1,000.00	588.75	3,702.35	(2,702.35)	-270 %
211 - REGIONAL LIBRARY Totals:	4,917.52	3,839.83	1,400.00	710.67	4,591.11	0.00	-228 %
<u>212 - TRANSPORTATION</u>							
400 - Taxes	2,198,365.18	2,242,039.21	2,886,501.00	247,482.82	2,323,628.16	562,872.84	20 %
412 - Intergovernmental	305,089.97	309,389.95	284,662.00	0.00	318,131.88	(33,469.88)	-12 %
420 - Charges for Services	595.00	6,877.50	0.00	0.00	2,295.00	(2,295.00)	0 %
460 - Investment Income	16,104.42	37,251.10	10,000.00	7,850.24	58,477.20	(48,477.20)	-485 %
470 - Miscellaneous Revenues	6,558.07	239,975.03	0.00	304.29	10,209.76	(10,209.76)	0 %
480 - Other Financing Uses	0.00	2,404,944.00	0.00	0.00	0.00	0.00	0 %
212 - TRANSPORTATION Totals:	2,526,712.64	5,240,476.79	3,181,163.00	255,637.35	2,712,742.00	0.00	15 %
<u>213 - CEMETERY</u>							
420 - Charges for Services	35,610.00	41,600.00	54,200.00	4,950.00	46,450.00	7,750.00	14 %
460 - Investment Income	8.63	230.68	100.00	0.00	891.16	(791.16)	-791 %
470 - Miscellaneous Revenues	26,835.00	33,101.80	29,000.00	3,000.00	32,600.00	(3,600.00)	-12 %
480 - Other Financing Uses	65,000.00	65,000.00	210,000.00	0.00	105,000.00	105,000.00	50 %
213 - CEMETERY Totals:	127,453.63	139,932.48	293,300.00	7,950.00	184,941.16	0.00	37 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
400 - Taxes	114,624.61	116,013.34	165,000.00	3,896.32	114,609.30	50,390.70	31 %

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	July 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
420 - Charges for Services	14,850.00	15,000.00	17,000.00	2,000.00	19,200.00	(2,200.00)	-13 %
460 - Investment Income	4,539.27	8,404.24	4,000.00	1,793.14	12,666.86	(8,666.86)	-217 %
214 - CEMETARY PERPETUAL CARE Totals:	134,013.88	139,417.58	186,000.00	7,689.46	146,476.16	0.00	21 %
<u>215 - SPECIAL PROJECTS</u>							
400 - Taxes	108,869.11	102,986.00	0.00	12,785.67	72,469.48	(72,469.48)	0 %
412 - Intergovernmental	18,852.55	17,992.52	0.00	6,025.74	51,562.08	(51,562.08)	0 %
450 - Contributions & Donations	5,124.63	3,617.00	0.00	110.00	3,424.00	(3,424.00)	0 %
460 - Investment Income	1,600.59	2,962.38	1,000.00	360.67	2,609.02	(1,609.02)	-161 %
470 - Miscellaneous Revenues	0.00	10,546.55	500,000.00	0.00	823.75	499,176.25	100 %
215 - SPECIAL PROJECTS Totals:	134,446.88	138,104.45	501,000.00	19,282.08	130,888.33	0.00	74 %
<u>216 - BUSINESS IMPROVEMENT</u>							
400 - Taxes	39,401.00	40,439.24	54,300.00	100.35	11,484.59	42,815.41	79 %
412 - Intergovernmental	0.00	0.00	0.00	0.00	25,258.00	(25,258.00)	0 %
460 - Investment Income	1,485.64	2,992.34	1,000.00	614.88	4,856.14	(3,856.14)	-386 %
470 - Miscellaneous Revenues	25,000.00	0.00	0.00	0.00	0.00	0.00	0 %
216 - BUSINESS IMPROVEMENT Totals:	65,886.64	43,431.58	55,300.00	715.23	41,598.73	0.00	25 %
<u>218 - PUBLIC SAFETY</u>							
400 - Taxes	149,435.51	151,247.03	216,000.00	5,079.65	149,416.59	66,583.41	31 %
412 - Intergovernmental	3,292.01	42,774.29	0.00	0.00	3,368.21	(3,368.21)	0 %
460 - Investment Income	2,724.06	4,310.27	2,000.00	1,002.13	6,516.24	(4,516.24)	-226 %
218 - PUBLIC SAFETY Totals:	155,451.58	198,331.59	218,000.00	6,081.78	159,301.04	0.00	27 %
<u>219 - INDUSTRIAL SITES</u>							
460 - Investment Income	2,167.61	2,309.43	200.00	162.20	1,706.99	(1,506.99)	-753 %
470 - Miscellaneous Revenues	272,635.22	0.00	0.00	0.00	0.00	0.00	0 %
219 - INDUSTRIAL SITES Totals:	274,802.83	2,309.43	200.00	162.20	1,706.99	0.00	-753 %
<u>223 - KENO</u>							
460 - Investment Income	1,528.83	2,780.15	1,000.00	421.81	3,640.58	(2,640.58)	-264 %
470 - Miscellaneous Revenues	62,135.87	76,530.14	78,000.00	4,361.39	59,706.28	18,293.72	23 %
223 - KENO Totals:	63,664.70	79,310.29	79,000.00	4,783.20	63,346.86	0.00	20 %
<u>224 - ECONOMIC DEVELOPMENT</u>							

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	July 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
400 - Taxes	821,983.86	821,272.32	875,491.00	85,770.77	803,475.40	72,015.60	8 %
460 - Investment Income	44,991.42	61,150.26	25,000.00	9,505.13	69,940.85	(44,940.85)	-180 %
470 - Miscellaneous Revenues	63,155.28	100,853.56	194,625.00	45,000.00	581,999.14	(387,374.14)	-199 %
224 - ECONOMIC DEVELOPMENT Totals:	930,130.56	983,276.14	1,095,116.00	140,275.90	1,455,415.39	0.00	-33 %
<u>225 - MUTUAL FIRE</u>							
412 - Intergovernmental	0.00	285,715.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	1,607.02	3,247.35	1,200.00	784.87	5,431.32	(4,231.32)	-353 %
470 - Miscellaneous Revenues	105,696.00	105,696.00	105,696.00	0.00	94,507.00	11,189.00	11 %
225 - MUTUAL FIRE Totals:	107,303.02	394,658.35	106,896.00	784.87	99,938.32	0.00	7 %
<u>311 - DEBT SERVICE</u>							
400 - Taxes	512,049.66	594,484.77	890,345.00	13,745.15	619,270.38	271,074.62	30 %
460 - Investment Income	24,068.97	35,735.22	15,000.00	8,007.21	54,465.76	(39,465.76)	-263 %
470 - Miscellaneous Revenues	299,334.31	92,584.58	110,358.00	0.00	92,275.56	18,082.44	16 %
480 - Other Financing Uses	0.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00	100 %
311 - DEBT SERVICE Totals:	835,452.94	722,804.57	2,015,703.00	21,752.36	766,011.70	0.00	62 %
<u>321 - TIF PROJECTS</u>							
400 - Taxes	100,177.10	314,302.20	483,950.00	0.00	227,131.35	256,818.65	53 %
460 - Investment Income	1,910.62	2,631.13	1,300.00	460.50	3,792.40	(2,492.40)	-192 %
470 - Miscellaneous Revenues	56,566.86	0.00	0.00	0.00	0.00	0.00	0 %
480 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
321 - TIF PROJECTS Totals:	158,654.58	316,933.33	785,250.00	460.50	230,923.75	0.00	71 %
<u>411 - CDBG</u>							
412 - Intergovernmental	28,500.00	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	281.65	377.91	300.00	73.66	550.21	(250.21)	-83 %
411 - CDBG Totals:	28,781.65	377.91	300.00	73.66	550.21	0.00	-83 %
<u>412 - LEASE CORPORATION</u>							
460 - Investment Income	272.74	82.80	50.00	16.06	120.11	(70.11)	-140 %
480 - Other Financing Uses	683,383.45	692,002.42	694,244.00	0.00	693,628.77	615.23	0 %
412 - LEASE CORPORATION Totals:	683,656.19	692,085.22	694,294.00	16.06	693,748.88	0.00	0 %
<u>511 - CAPITAL PROJECTS FUND</u>							

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	July 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
400 - Taxes	42,453.97	42,967.70	59,000.00	1,443.08	42,447.87	16,552.13	28 %
460 - Investment Income	631.00	807.29	100.00	164.08	1,455.84	(1,355.84)	-1,356 %
511 - CAPITAL PROJECTS FUND Totals:	43,084.97	43,774.99	59,100.00	1,607.16	43,903.71	0.00	26 %
<u>621 - ENVIRONMENTAL SERVICES</u>							
412 - Intergovernmental	0.00	0.00	0.00	0.00	20,000.00	(20,000.00)	0 %
420 - Charges for Services	2,312,031.75	2,390,924.64	2,814,036.00	241,976.70	2,464,955.00	349,081.00	12 %
460 - Investment Income	5,225.35	16,081.54	2,000.00	5,653.56	35,718.27	(33,718.27)	-1,686 %
470 - Miscellaneous Revenues	966.00	46.42	500.00	0.00	0.00	500.00	100 %
621 - ENVIRONMENTAL SERVICES Totals:	2,318,223.10	2,407,052.60	2,816,536.00	247,630.26	2,520,673.27	0.00	11 %
<u>631 - WASTEWATER</u>							
420 - Charges for Services	2,146,445.82	2,129,537.42	2,643,216.00	213,870.70	2,195,278.81	447,937.19	17 %
440 - Rents	3,400.00	11,005.00	0.00	0.00	2,625.00	(2,625.00)	0 %
460 - Investment Income	16,489.94	31,027.19	10,000.00	6,258.99	44,820.05	(34,820.05)	-348 %
470 - Miscellaneous Revenues	961.75	0.00	0.00	0.00	0.00	0.00	0 %
631 - WASTEWATER Totals:	2,167,297.51	2,171,569.61	2,653,216.00	220,129.69	2,242,723.86	0.00	15 %
<u>641 - WATER</u>							
420 - Charges for Services	1,536,596.39	1,495,831.92	1,933,275.00	154,828.20	1,521,598.86	411,676.14	21 %
440 - Rents	27,892.48	28,483.34	34,100.00	2,117.11	29,644.87	4,455.13	13 %
460 - Investment Income	16,511.99	21,912.24	15,000.00	5,324.55	37,275.97	(22,275.97)	-149 %
470 - Miscellaneous Revenues	24,111.43	21,604.65	5,000.00	2,931.50	27,624.94	(22,624.94)	-452 %
641 - WATER Totals:	1,605,112.29	1,567,832.15	1,987,375.00	165,201.36	1,616,144.64	0.00	19 %
<u>651 - ELECTRIC</u>							
460 - Investment Income	10,472.69	17,613.90	10,000.00	3,433.74	25,647.34	(15,647.34)	-156 %
470 - Miscellaneous Revenues	2,020,485.01	2,027,579.72	2,539,750.00	211,778.13	2,670,861.44	(131,111.44)	-5 %
651 - ELECTRIC Totals:	2,030,957.70	2,045,193.62	2,549,750.00	215,211.87	2,696,508.78	0.00	-6 %
<u>661 - STORMWATER</u>							
412 - Intergovernmental	23,817.51	0.00	0.00	0.00	0.00	0.00	0 %
420 - Charges for Services	53,814.43	68,124.62	101,700.00	8,721.80	82,615.37	19,084.63	19 %
460 - Investment Income	4,168.76	8,983.83	2,500.00	1,439.00	11,065.62	(8,565.62)	-343 %
470 - Miscellaneous Revenues	3,844.40	8,142.44	7,975.00	17.25	17.25	7,957.75	100 %
480 - Other Financing Uses	25,000.00	540,056.00	50,000.00	0.00	25,000.00	25,000.00	50 %
661 - STORMWATER Totals:	110,645.10	625,306.89	162,175.00	10,178.05	118,698.24	0.00	27 %
<u>713 - CASH & INVESTMENT POOL</u>							

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	July 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
470 - Miscellaneous Revenues	15.19	5.19	0.00	13.90	22.71	(22.71)	0 %
713 - CASH & INVESTMENT POOL Totals:	15.19	5.19	0.00	13.90	22.71	0.00	0 %
<u>721 - GIS SERVICES</u>							
460 - Investment Income	124.93	451.60	200.00	99.71	971.82	(771.82)	-386 %
480 - Other Financing Uses	52,406.24	48,500.00	97,000.00	0.00	48,500.00	48,500.00	50 %
721 - GIS SERVICES Totals:	52,531.17	48,951.60	97,200.00	99.71	49,471.82	0.00	49 %
<u>725 - CENTRAL GARAGE</u>							
420 - Charges for Services	152,415.58	146,468.72	228,750.00	11,034.78	145,750.52	82,999.48	36 %
460 - Investment Income	0.45	0.00	0.00	0.00	0.00	0.00	0 %
725 - CENTRAL GARAGE Totals:	152,416.03	146,468.72	228,750.00	11,034.78	145,750.52	0.00	36 %
<u>811 - UNEMPLOYMENT COMP</u>							
460 - Investment Income	487.40	822.48	500.00	160.34	1,197.59	(697.59)	-140 %
811 - UNEMPLOYMENT COMP Totals:	487.40	822.48	500.00	160.34	1,197.59	0.00	-140 %
<u>812 - HEALTH INSURANCE</u>							
460 - Investment Income	9,665.74	19,779.53	3,500.00	5,490.67	35,008.83	(31,508.83)	-900 %
470 - Miscellaneous Revenues	1,948,679.62	2,019,773.69	2,299,000.00	206,964.55	2,019,753.01	279,246.99	12 %
812 - HEALTH INSURANCE Totals:	1,958,345.36	2,039,553.22	2,302,500.00	212,455.22	2,054,761.84	0.00	11 %



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

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	July 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
500 - Personnel	5,279,357.99	5,412,629.61	6,725,289.00	545,281.38	5,486,374.91	1,238,914.09	18 %
503 - Supplies	289,047.41	290,168.16	426,350.00	33,351.93	275,381.74	150,968.26	35 %
504 - Contract Services	1,396,208.48	1,371,411.88	1,681,974.00	193,608.95	1,303,656.05	378,317.95	22 %
550 - Capital Outlay	9,149.56	16,608.44	2,012,000.00	0.00	33,711.02	1,978,288.98	98 %
570 - Other Financing Uses	71,701.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
111 - GENERAL Totals:	7,045,464.44	7,090,818.09	11,095,613.00	772,242.26	7,099,123.72	0.00	36 %
<u>211 - REGIONAL LIBRARY</u>							
503 - Supplies	1,697.12	876.75	12,500.00	14.62	1,757.38	10,742.62	86 %
504 - Contract Services	0.00	814.99	3,000.00	0.00	0.00	3,000.00	100 %
211 - REGIONAL LIBRARY Totals:	1,697.12	1,691.74	15,500.00	14.62	1,757.38	0.00	89 %
<u>212 - TRANSPORTATION</u>							
500 - Personnel	758,409.46	805,280.62	970,672.00	72,697.23	817,494.65	153,177.35	16 %
503 - Supplies	160,576.19	175,881.77	318,150.00	18,010.68	181,278.54	136,871.46	43 %
504 - Contract Services	488,004.92	742,102.66	833,078.00	45,330.18	479,501.93	353,576.07	42 %
550 - Capital Outlay	473,645.63	722,569.26	1,047,493.00	294,466.49	1,027,046.23	20,446.77	2 %
560 - Debt Service	723,773.75	483,555.00	879,342.51	0.00	879,342.51	0.00	0 %
570 - Other Financing Uses	26,101.44	26,000.00	252,000.00	0.00	26,000.00	226,000.00	90 %
212 - TRANSPORTATION Totals:	2,630,511.39	2,955,389.31	4,300,735.51	430,504.58	3,410,663.86	0.00	21 %
<u>213 - CEMETERY</u>							
500 - Personnel	126,724.24	130,869.60	160,434.00	13,761.82	133,279.99	27,154.01	17 %
503 - Supplies	9,410.01	9,984.57	21,550.00	1,582.62	7,961.57	13,588.43	63 %
504 - Contract Services	14,158.11	10,298.32	19,612.00	1,236.26	12,061.19	7,550.81	39 %
550 - Capital Outlay	17,000.00	0.00	80,000.00	0.00	77,622.99	2,377.01	3 %
213 - CEMETERY Totals:	167,292.36	151,152.49	281,596.00	16,580.70	230,925.74	0.00	18 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
504 - Contract Services	0.00	0.00	500,000.00	0.00	0.00	500,000.00	100 %
570 - Other Financing Uses	65,000.00	65,000.00	210,000.00	0.00	105,000.00	105,000.00	50 %
214 - CEMETARY PERPETUAL CARE Totals:	65,000.00	65,000.00	710,000.00	0.00	105,000.00	0.00	85 %
<u>215 - SPECIAL PROJECTS</u>							

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	July 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
500 - Personnel	7,736.62	17,633.97	0.00	6,025.74	16,589.53	(16,589.53)	0 %
503 - Supplies	1,013.08	5,167.10	500,000.00	0.00	923.70	499,076.30	100 %
504 - Contract Services	85,771.79	132,692.28	0.00	20.00	40,906.05	(40,906.05)	0 %
550 - Capital Outlay	0.00	0.00	0.00	0.00	7,009.19	(7,009.19)	0 %
215 - SPECIAL PROJECTS Totals:	94,521.49	155,493.35	500,000.00	6,045.74	65,428.47	0.00	87 %
<u>216 - BUSINESS IMPROVEMENT</u>							
500 - Personnel	1,374.05	1,169.32	9,500.00	0.00	17,568.13	(8,068.13)	-85 %
503 - Supplies	0.00	17,052.97	0.00	0.00	0.00	0.00	0 %
504 - Contract Services	8,356.79	8,945.24	15,967.00	85.42	11,688.90	4,278.10	27 %
550 - Capital Outlay	30,907.74	0.00	64,000.00	0.00	15,421.27	48,578.73	76 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
216 - BUSINESS IMPROVEMENT Totals:	40,638.58	27,167.53	189,467.00	85.42	44,678.30	0.00	76 %
<u>218 - PUBLIC SAFETY</u>							
503 - Supplies	4,022.59	8,656.90	18,000.00	687.06	14,246.11	3,753.89	21 %
504 - Contract Services	0.00	82,418.00	97,568.00	0.00	88,070.22	9,497.78	10 %
550 - Capital Outlay	120,256.93	173,085.59	178,000.00	0.00	46,410.24	131,589.76	74 %
560 - Debt Service	58,793.75	0.00	0.00	0.00	0.00	0.00	0 %
570 - Other Financing Uses	0.00	0.00	200,000.00	0.00	0.00	200,000.00	100 %
218 - PUBLIC SAFETY Totals:	183,073.27	264,160.49	493,568.00	687.06	148,726.57	0.00	70 %
<u>219 - INDUSTRIAL SITES</u>							
504 - Contract Services	22,594.75	607.50	50,500.00	0.00	675.00	49,825.00	99 %
570 - Other Financing Uses	0.00	153,500.00	100,000.00	0.00	100,000.00	0.00	0 %
219 - INDUSTRIAL SITES Totals:	22,594.75	154,107.50	150,500.00	0.00	100,675.00	0.00	33 %
<u>223 - KENO</u>							
503 - Supplies	15,112.70	10,860.47	17,000.00	3,034.20	11,125.78	5,874.22	35 %
504 - Contract Services	8,472.98	15,744.34	74,136.00	12,664.86	61,334.84	12,801.16	17 %
550 - Capital Outlay	0.00	5,909.00	35,000.00	0.00	26,642.59	8,357.41	24 %
223 - KENO Totals:	23,585.68	32,513.81	126,136.00	15,699.06	99,103.21	0.00	21 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
500 - Personnel	0.00	81,618.45	104,171.00	8,069.33	87,248.16	16,922.84	16 %
503 - Supplies	247.86	1,129.82	1,400.00	364.72	1,255.65	144.35	10 %

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	July 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
504 - Contract Services	1,121,252.82	1,782,563.14	2,606,150.00	7,924.79	1,593,050.27	1,013,099.73	39 %
224 - ECONOMIC DEVELOPMENT Totals:	1,121,500.68	1,865,311.41	2,711,721.00	16,358.84	1,681,554.08	0.00	38 %
<u>225 - MUTUAL FIRE</u>							
503 - Supplies	9,362.66	5,232.00	10,000.00	0.00	31,976.15	(21,976.15)	-220 %
504 - Contract Services	0.00	30,449.82	15,500.00	0.00	5,282.22	10,217.78	66 %
550 - Capital Outlay	0.00	333,907.90	35,000.00	0.00	5,843.92	29,156.08	83 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
225 - MUTUAL FIRE Totals:	9,362.66	369,589.72	160,500.00	0.00	43,102.29	0.00	73 %
<u>311 - DEBT SERVICE</u>							
504 - Contract Services	5,140.00	5,280.00	8,780.00	1,500.00	5,280.00	3,500.00	40 %
560 - Debt Service	341,442.71	0.00	0.00	0.00	0.00	0.00	0 %
570 - Other Financing Uses	683,783.45	692,002.42	4,194,244.00	0.00	693,628.77	3,500,615.23	83 %
311 - DEBT SERVICE Totals:	1,030,366.16	697,282.42	4,203,024.00	1,500.00	698,908.77	0.00	83 %
<u>321 - TIF PROJECTS</u>							
560 - Debt Service	100,526.00	326,653.46	483,950.00	88,593.61	227,131.35	256,818.65	53 %
570 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
321 - TIF PROJECTS Totals:	100,526.00	326,653.46	783,950.00	88,593.61	227,131.35	0.00	71 %
<u>411 - CDBG</u>							
504 - Contract Services	39,888.00	0.00	0.00	0.00	0.00	0.00	0 %
411 - CDBG Totals:	39,888.00	0.00	0.00	0.00	0.00	0.00	0 %
<u>412 - LEASE CORPORATION</u>							
504 - Contract Services	125.00	75.00	200.00	0.00	20.00	180.00	90 %
560 - Debt Service	683,383.45	692,002.42	694,244.00	0.00	693,628.77	615.23	0 %
412 - LEASE CORPORATION Totals:	683,508.45	692,077.42	694,444.00	0.00	693,648.77	0.00	0 %
<u>511 - CAPITAL PROJECTS FUND</u>							
504 - Contract Services	0.00	0.00	30,000.00	0.00	0.00	30,000.00	100 %
550 - Capital Outlay	6,000.00	37,502.00	65,000.00	0.00	51,500.00	13,500.00	21 %
511 - CAPITAL PROJECTS FUND Totals:	6,000.00	37,502.00	95,000.00	0.00	51,500.00	0.00	46 %
<u>621 - ENVIRONMENTAL SERVICES</u>							

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	July 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
500 - Personnel	963,116.59	962,080.74	1,186,072.00	82,063.37	950,678.61	235,393.39	20 %
503 - Supplies	101,203.37	122,210.23	188,600.00	10,436.78	108,894.81	79,705.19	42 %
504 - Contract Services	586,537.51	627,360.52	811,996.00	69,787.27	633,046.48	178,949.52	22 %
550 - Capital Outlay	183,457.36	0.00	1,414,232.00	0.00	0.00	1,414,232.00	100 %
570 - Other Financing Uses	27,101.60	27,000.00	54,000.00	0.00	27,000.00	27,000.00	50 %
621 - ENVIRONMENTAL SERVICES Totals:	1,861,416.43	1,738,651.49	3,654,900.00	162,287.42	1,719,619.90	0.00	53 %
<u>631 - WASTEWATER</u>							
500 - Personnel	706,942.72	724,325.42	942,948.00	62,639.18	716,623.72	226,324.28	24 %
503 - Supplies	58,512.84	56,467.21	127,805.00	2,339.20	52,739.39	75,065.61	59 %
504 - Contract Services	366,439.35	360,326.76	547,527.00	18,891.87	367,123.07	180,403.93	33 %
550 - Capital Outlay	221,308.46	202,717.54	469,000.00	4,812.08	226,543.85	242,456.15	52 %
560 - Debt Service	645,890.70	645,890.70	645,890.00	0.00	645,890.66	(0.66)	0 %
570 - Other Financing Uses	70,101.60	70,000.00	740,000.00	0.00	70,000.00	670,000.00	91 %
631 - WASTEWATER Totals:	2,069,195.67	2,059,727.63	3,473,170.00	88,682.33	2,078,920.69	0.00	40 %
<u>641 - WATER</u>							
500 - Personnel	644,750.96	650,473.79	848,763.00	49,608.17	637,589.33	211,173.67	25 %
503 - Supplies	150,571.68	199,523.44	409,070.00	8,407.80	237,604.01	171,465.99	42 %
504 - Contract Services	266,627.62	283,519.14	441,974.00	22,723.81	258,554.70	183,419.30	42 %
550 - Capital Outlay	73,985.62	735,205.33	197,000.00	0.00	51,710.75	145,289.25	74 %
570 - Other Financing Uses	39,101.60	39,000.00	678,000.00	0.00	39,000.00	639,000.00	94 %
641 - WATER Totals:	1,175,037.48	1,907,721.70	2,574,807.00	80,739.78	1,224,458.79	0.00	52 %
<u>651 - ELECTRIC</u>							
503 - Supplies	0.00	0.00	1,000.00	0.00	0.00	1,000.00	100 %
570 - Other Financing Uses	2,000,485.01	2,027,579.72	3,289,750.00	211,778.13	2,670,861.44	618,888.56	19 %
651 - ELECTRIC Totals:	2,000,485.01	2,027,579.72	3,290,750.00	211,778.13	2,670,861.44	0.00	19 %
<u>661 - STORMWATER</u>							
503 - Supplies	5,262.74	4,942.36	14,990.00	127.92	1,272.36	13,717.64	92 %
504 - Contract Services	41,645.33	30,649.49	84,729.50	1,960.80	28,952.38	55,777.12	66 %
550 - Capital Outlay	3,997.09	209,821.51	174,815.00	5,224.83	206,147.96	(31,332.96)	-18 %
560 - Debt Service	0.00	0.00	84,832.49	0.00	84,832.49	0.00	0 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
661 - STORMWATER Totals:	50,905.16	245,413.36	609,366.99	7,313.55	321,205.19	0.00	47 %

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	July 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
<u>721 - GIS SERVICES</u>							
500 - Personnel	48,795.62	50,754.40	62,712.00	4,823.26	52,769.55	9,942.45	16 %
503 - Supplies	209.09	196.00	5,000.00	0.00	964.89	4,035.11	81 %
504 - Contract Services	14,865.84	11,671.12	15,625.00	97.83	12,432.68	3,192.32	20 %
560 - Debt Service	20,266.24	0.00	0.00	0.00	0.00	0.00	0 %
721 - GIS SERVICES Totals:	84,136.79	62,621.52	83,337.00	4,921.09	66,167.12	0.00	21 %
<u>725 - CENTRAL GARAGE</u>							
500 - Personnel	121,704.90	129,996.11	155,862.00	11,817.55	132,947.02	22,914.98	15 %
503 - Supplies	19,458.37	25,707.88	30,000.00	1,710.53	29,814.92	185.08	1 %
504 - Contract Services	89,917.21	95,389.46	111,222.00	7,987.41	92,104.28	19,117.72	17 %
550 - Capital Outlay	0.00	5,217.99	0.00	0.00	0.00	0.00	0 %
725 - CENTRAL GARAGE Totals:	231,080.48	256,311.44	297,084.00	21,515.49	254,866.22	0.00	14 %
<u>811 - UNEMPLOYMENT COMP</u>							
504 - Contract Services	2,688.00	0.00	60,000.00	0.00	0.00	60,000.00	100 %
811 - UNEMPLOYMENT COMP Totals:	2,688.00	0.00	60,000.00	0.00	0.00	0.00	100 %
<u>812 - HEALTH INSURANCE</u>							
504 - Contract Services	1,698,034.34	1,619,554.68	2,524,900.00	171,853.07	1,578,818.53	946,081.47	37 %
812 - HEALTH INSURANCE Totals:	1,698,034.34	1,619,554.68	2,524,900.00	171,853.07	1,578,818.53	0.00	37 %



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

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	July 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
111 - GENERAL							
111 - FINANCE							
500 - Personnel	100,512.82	109,548.58	133,974.00	9,681.55	111,589.99	22,384.01	17 %
503 - Supplies	11,251.27	11,831.10	16,300.00	1,683.37	11,519.62	4,780.38	29 %
504 - Contract Services	54,288.22	64,531.58	72,071.00	2,287.24	57,996.32	14,074.68	20 %
111 - FINANCE Totals:	166,052.31	185,911.26	222,345.00	13,652.16	181,105.93	41,239.07	19 %
112 - PERSONNEL							
500 - Personnel	13,747.06	14,155.15	16,947.00	1,304.80	14,277.73	2,669.27	16 %
503 - Supplies	3,048.50	4,349.49	5,100.00	470.48	4,958.64	141.36	3 %
504 - Contract Services	25,810.88	27,030.24	28,250.00	936.91	18,822.54	9,427.46	33 %
112 - PERSONNEL Totals:	42,606.44	45,534.88	50,297.00	2,712.19	38,058.91	12,238.09	24 %
113 - COUNCIL							
500 - Personnel	17,852.88	17,853.00	21,100.00	1,623.00	18,366.40	2,733.60	13 %
503 - Supplies	1,782.77	1,889.00	1,900.00	0.00	1,861.37	38.63	2 %
504 - Contract Services	3,156.00	895.00	3,250.00	0.00	3,516.10	(266.10)	-8 %
570 - Other Financing Uses	68,201.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
113 - COUNCIL Totals:	90,992.65	20,637.00	276,250.00	1,623.00	23,743.87	252,506.13	91 %
114 - CITY MANAGER							
500 - Personnel	15,735.67	18,680.91	23,875.00	1,886.07	20,358.77	3,516.23	15 %
503 - Supplies	32,246.09	38,627.84	56,000.00	4,941.31	31,042.48	24,957.52	45 %
504 - Contract Services	59,939.03	151,268.28	201,250.00	12,855.34	70,726.95	130,523.05	65 %
114 - CITY MANAGER Totals:	107,920.79	208,577.03	281,125.00	19,682.72	122,128.20	158,996.80	57 %
115 - CITY CLERK							
500 - Personnel	12,105.55	15,571.25	23,393.00	932.00	9,882.89	13,510.11	58 %
503 - Supplies	1,048.64	1,133.91	1,500.00	0.00	648.46	851.54	57 %
504 - Contract Services	7,744.19	7,359.13	11,850.00	710.80	8,131.29	3,718.71	31 %
115 - CITY CLERK Totals:	20,898.38	24,064.29	36,743.00	1,642.80	18,662.64	18,080.36	49 %
116 - MIS							
503 - Supplies	15,851.84	38,300.43	7,000.00	0.00	7,624.49	(624.49)	-9 %

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	July 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
504 - Contract Services	37,290.89	32,644.29	67,000.00	2,752.50	38,085.99	28,914.01	43 %
550 - Capital Outlay	0.00	0.00	12,000.00	0.00	12,748.11	(748.11)	-6 %
116 - MIS Totals:	53,142.73	70,944.72	86,000.00	2,752.50	58,458.59	27,541.41	32 %
121 - DEVELOPMENT SERVICES							
500 - Personnel	212,810.78	158,968.22	193,356.00	14,019.75	151,576.96	41,779.04	22 %
503 - Supplies	4,349.33	3,268.77	6,200.00	111.33	1,557.45	4,642.55	75 %
504 - Contract Services	67,535.77	40,882.21	60,206.00	2,069.66	33,695.03	26,510.97	44 %
570 - Other Financing Uses	3,500.00	0.00	0.00	0.00	0.00	0.00	0 %
121 - DEVELOPMENT SERVICES Totals:	288,195.88	203,119.20	259,762.00	16,200.74	186,829.44	72,932.56	28 %
141 - FIRE							
500 - Personnel	1,221,434.70	1,250,714.15	1,591,134.00	116,684.39	1,322,655.41	268,478.59	17 %
503 - Supplies	15,911.32	20,440.77	32,400.00	2,400.44	34,936.17	(2,536.17)	-8 %
504 - Contract Services	80,404.50	47,775.39	75,398.00	2,874.52	65,534.37	9,863.63	13 %
141 - FIRE Totals:	1,317,750.52	1,318,930.31	1,698,932.00	121,959.35	1,423,125.95	275,806.05	16 %
142 - POLICE							
500 - Personnel	2,489,311.79	2,677,044.84	3,257,232.00	243,247.53	2,660,190.11	597,041.89	18 %
503 - Supplies	70,799.07	67,928.60	110,850.00	2,175.49	60,980.37	49,869.63	45 %
504 - Contract Services	349,430.65	272,227.94	328,450.00	19,271.20	273,686.84	54,763.16	17 %
142 - POLICE Totals:	2,909,541.51	3,017,201.38	3,696,532.00	264,694.22	2,994,857.32	701,674.68	19 %
143 - EMERGENCY MANAGEMENT							
500 - Personnel	70,576.48	72,797.81	90,880.00	7,026.11	75,279.90	15,600.10	17 %
503 - Supplies	3,482.25	5,323.78	13,050.00	1,015.37	6,688.12	6,361.88	49 %
504 - Contract Services	4,090.23	4,077.79	6,834.00	299.76	4,691.51	2,142.49	31 %
143 - EMERGENCY MANAGEMENT Totals:	78,148.96	82,199.38	110,764.00	8,341.24	86,659.53	24,104.47	22 %
151 - LIBRARY							
500 - Personnel	409,355.70	434,935.74	540,513.00	46,101.19	462,199.19	78,313.81	14 %
503 - Supplies	51,260.32	48,731.71	77,300.00	7,092.31	58,969.42	18,330.58	24 %
504 - Contract Services	84,346.88	93,408.29	118,678.00	4,091.02	92,508.23	26,169.77	22 %
151 - LIBRARY Totals:	544,962.90	577,075.74	736,491.00	57,284.52	613,676.84	122,814.16	17 %
171 - PARKS							

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	July 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
500 - Personnel	584,130.09	562,301.83	744,708.00	68,698.82	591,484.81	153,223.19	21 %
503 - Supplies	39,661.20	31,225.03	59,450.00	8,290.65	38,697.00	20,753.00	35 %
504 - Contract Services	199,127.99	209,721.59	245,807.00	30,339.54	192,661.63	53,145.37	22 %
550 - Capital Outlay	612.00	16,608.44	2,000,000.00	0.00	20,962.91	1,979,037.09	99 %
171 - PARKS Totals:	823,531.28	819,856.89	3,049,965.00	107,329.01	843,806.35	2,206,158.65	72 %
172 - RECREATION							
500 - Personnel	131,784.47	80,058.13	88,177.00	34,076.17	48,512.75	39,664.25	45 %
503 - Supplies	38,354.81	17,117.73	39,300.00	5,171.18	15,898.15	23,401.85	60 %
504 - Contract Services	423,043.25	419,590.15	462,930.00	115,120.46	443,599.25	19,330.75	4 %
550 - Capital Outlay	8,537.56	0.00	0.00	0.00	0.00	0.00	0 %
172 - RECREATION Totals:	601,720.09	516,766.01	590,407.00	154,367.81	508,010.15	82,396.85	14 %
111 - GENERAL Totals:	7,045,464.44	7,090,818.09	11,095,613.00	772,242.26	7,099,123.72	0.00	36 %
<u>211 - REGIONAL LIBRARY</u>							
151 - LIBRARY							
503 - Supplies	1,697.12	876.75	12,500.00	14.62	1,757.38	10,742.62	86 %
504 - Contract Services	0.00	814.99	3,000.00	0.00	0.00	3,000.00	100 %
151 - LIBRARY Totals:	1,697.12	1,691.74	15,500.00	14.62	1,757.38	13,742.62	89 %
211 - REGIONAL LIBRARY Totals:	1,697.12	1,691.74	15,500.00	14.62	1,757.38	0.00	89 %
<u>212 - TRANSPORTATION</u>							
111 - FINANCE							
500 - Personnel	16,300.73	21,950.06	27,905.00	2,340.76	24,612.92	3,292.08	12 %
111 - FINANCE Totals:	16,300.73	21,950.06	27,905.00	2,340.76	24,612.92	3,292.08	12 %
112 - PERSONNEL							
500 - Personnel	9,164.75	9,436.46	11,297.00	869.88	9,518.54	1,778.46	16 %
112 - PERSONNEL Totals:	9,164.75	9,436.46	11,297.00	869.88	9,518.54	1,778.46	16 %
114 - CITY MANAGER							
500 - Personnel	10,490.61	12,453.79	15,917.00	1,257.38	13,572.58	2,344.42	15 %
114 - CITY MANAGER Totals:	10,490.61	12,453.79	15,917.00	1,257.38	13,572.58	2,344.42	15 %

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item SBYC1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Public Inp1

Council to consider and take action on a Community Festival Permit for the City of Scottsbluff at the Downtown Plaza including vendors and noise permit for the Food Truck Fridays event to be held on September 6th, 13th, 20th , and 27th, 2019; 4:00-8:00 p.m.

Staff Contact: Starr Lehl, Economic Development Director

**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. City of Scottsbluff

(name of sponsoring organization)

2525 Circle Drive, Scottsbluff, NE 69361

(street)

(city)

(state) (telephone number)

Starr Lehl (308) 630-6213 or (308) 672-2803

Jordan Diedrich (308) 630-6259

(chairperson responsible for event)

(day telephone number)

2. N/A

(name of co-sponsoring organization)

(street)

(city)

(state)

(telephone number)

(contact person)

(day telephone number)

3. Event Information

Food Truck Fridays

(name of event)

September 6, 13, 20, 27

(date(s) of event)

4:00 p.m. – 8:00 p.m.

(time(s) of event)

18th Street Plaza – Downtown Scottsbluff

(location of event)

4. Activity Information

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

Food Vendors will be invited to come to the plaza to sell a variety of food to the public beginning at 4:00 p.m. with live music being provided from 4:30-7:30 p.m.

*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

NO Street closure required

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

6. Flags/Banners/Signs

None

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

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

Community Festival/Business Promotion

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

Street Carnival

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

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

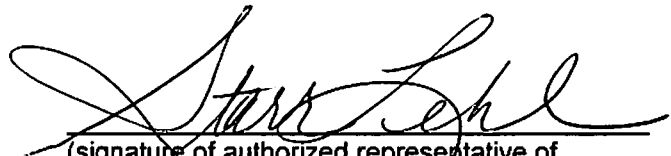
Yes _____ No _____

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

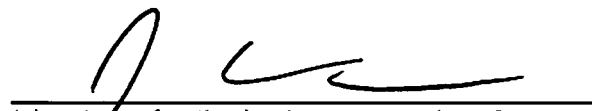
Dated: 08/24/2019

Signed:

City of Scottsbluff
(name of sponsoring organization)


(signature of authorized representative of
sponsoring organization)

City of Scottsbluff
(name of co-sponsoring organization)


(signature of authorized representative of
co-sponsoring organization)

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Public Inp2

Council to discuss and consider action on Purchase Agreements for sale of Parking Lots.

Staff Contact: Nathan Johnson, City Manager

AGREEMENT

This Agreement is made on August __, 2019 between the City of Scottsbluff, Nebraska, a Municipal Corporation, (the "Seller") and Western States Bank, a Wyoming corporation, (the "Buyer").

Recitals:

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

Lots Five (5) and Six (6), Block One (1), ORIGINAL TOWN
ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska.

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 \$20,000.00 payable at the time of the 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 November 30, 2019. 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 Seller shall have the option to terminate this Agreement upon written notice 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".

7. Conditional Agreement:

This Agreement and the Closing are conditional upon the Scottsbluff City Council approving the sale and no remonstrance against the sale being filed. If the Scottsbluff City Council does not approve the sale or a valid remonstrance is filed, the Closing shall not take place and this Agreement shall become null and void. 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. 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 its 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.

9. 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 any fees by a closing agent, 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 the cost to record the Warranty Deed as well as all fees for its attorney, relator or other professional it has used in connection with its purchase.

10. 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.

11. 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.

CITY OF SCOTTSBLUFF, NEBRASKA
a Municipal Corporation, Seller,

Western States Bank
a Wyoming corporation, Buyer

By _____
Mayor

By _____, President

City Clerk

State of Nebraska, Scotts Bluff County:

This Agreement was acknowledged before me on August ___, 2019, by Raymond Gonzales, Mayor of the City of Scottsbluff, Nebraska, Seller.

Notary Public

State of _____, _____ County:

This Agreement was acknowledged before me on August ___, 2019, by _____, as President of _____, a Wyoming corporation, for and on behalf of the corporation, Buyer.

Notary Public

AGREEMENT

This Agreement is made on August __, 2019 between the City of Scottsbluff, Nebraska, a Municipal Corporation, (the "Seller") and Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO, a Nebraska professional corporation, (the "Buyer").

Recitals:

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

Lot Four (4), EXCEPT the North Four (4') feet, Block One (1),
ORIGINAL TOWN ADDITION to the City of Scottsbluff,
Scotts Bluff County, Nebraska.

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 \$12,500.00 payable at the time of the 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 November 30, 2019. 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 Seller shall have the option to terminate this Agreement upon written notice 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".

7. Conditional Agreement:

This Agreement and the Closing are conditional upon the Scottsbluff City Council approving the sale and no remonstrance against the sale being filed. If the Scottsbluff City Council does not approve the sale or a valid remonstrance is filed, the Closing shall not take place and this Agreement shall become null and void. 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. 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 its 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.

9. 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 any fees by a closing agent, 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 the cost to record the Warranty Deed as well as all fees for its attorney, relator or other professional it has used in connection with its purchase.

10. 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.

11. 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.

CITY OF SCOTTSBLUFF, NEBRASKA
a Municipal Corporation, Seller,

Chaloupka, Holyoke, Snyder, Chaloupka
& Longoria, PC, LLO, a Nebraska
professional corporation, Buyer

By _____
Mayor

By *[Signature]*
Vice _____, President

City Clerk

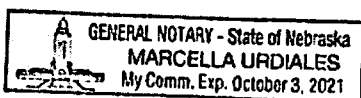
State of Nebraska, Scotts Bluff County:

This Agreement was acknowledged before me on August __, 2019, by Raymond Gonzales, Mayor of the City of Scottsbluff, Nebraska, Seller.

Notary Public

State of Nebraska, Scotts Bluff County:

This Agreement was acknowledged before me on ^{July} August 31, 2019, by Thomas T. Holyoke, as President of Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO a Nebraska professional corporation, for and on behalf of the corporation, Buyer.



City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Resolut.1

Council to consider an Ordinance updating Cable Television Systems including Franchise Procedures and guidelines for Rights-of Way. (second reading)

Staff Contact: Nathan Johnson, City Manager

11-5-1- Purpose.

The purpose of this Article is to:

- ~~1.~~ (a) establish a local policy concerning cable television;
- ~~2.~~ (b) establish Franchise procedures and standards which encourage the growth and development of Cable Systems which assure that Cable Systems are responsive to the needs and interests of the City;
- ~~3.~~ (c) establish guidelines for the exercise of local authority with respect to the regulation of Cable Systems;
- ~~4.~~ (d) establish an orderly process for Franchise renewal which protects Cable Operators against unfair denials of renewal where an Operator's past performance and proposal for future performance meet the standards set by the FCC and this Article;
- ~~5.~~ (e) promote competition in cable communications and minimize unnecessary regulations that would impose undue burdens on Cable Systems;
- ~~6.~~ create a set of regulations, standards and procedures for Cable Operators;
- ~~7.~~ create a comprehensive customer service and consumer protection policy for Cable Operators;
- ~~8.~~ (f) provide for access and inspection of a Cable Operator's books and Operator's records in order to monitor compliance with local, State and Federal laws, and any franchise agreement;
- ~~9.~~ (g) enforce customer service standards;
- (h) provide a construction and installation policy for a Cable Operator's system;
- ~~10.~~ (i) provide for the health, safety and welfare of the citizens of the City in light of the Cable Operator's construction, operation and maintenance;
- ~~11.~~ (j) provide for emergency override capability, so that citizens of the City may be warned of a potential, imminent, or actual Emergency situation that exists in the area;
- ~~12.~~ (k) create a procedure for collecting and monitoring Franchise Fees; and
- ~~13.~~ (l) create a default and revocation procedure for Cable Operators.

11-5-2- Definitions.

As used in this Article or in any Franchise issued pursuant to this Article, the following terms shall have the following definitions:

~~Text Was Moved From Here~~

(a) "Affiliate" means another person or Entity who owns or controls, is owned or controlled by, or is under common ownership or control with, the person or Entity.

~~3.~~ "Applicant"

(b) "Applicant" means a person or Entity submitting an application or proposal to the City for a Franchise to operate a Cable System under the terms and conditions of this Article and any State or Federal regulations.

4. ~~"Auxiliary~~(c) ~~"Auxiliary Equipment"~~ means equipment supplied by a Cable Operator which enhances or assists in the reception or provision of Cable Service.

5. ~~"Basic~~(d) ~~"Basic Cable Service"~~ means any Service Tier which includes the retransmission of local television broadcast signals, ~~the PEG Channels, and any other signals required by Federal Law or the FCC.~~

6. ~~"Cable Act"~~

(e) ~~"Cable Act"~~ means the Cable Communications Policy Act of 1982~~4~~, as amended, which is codified as 47 U.S.C. §§ 521-521, et seq., or corresponding legislation in any future Federal communications legislation.

7. ~~Except as otherwise~~any future federal legislation concerning the subject matter provided for in this Article, "Cable~~the Cable Act.~~

(f) ~~"Cable Operator"~~ means any person or Entity which:

- a. (1) provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in that Cable System; or
- b. (2) otherwise controls or is responsible for, through any arrangement, the management and operation of a Cable System.

8. ~~Unless otherwise defined in the Cable Act, "Cable Service" means:~~ a.

(g) "Cable Service" means:

(1) the one-way transmission to Subscribers of: (i) Video Programming or (ii) Other Programming Service; and

b. (2) Subscriber interaction, if any, which is required for the selection or use of Video Programming or Other Programming Service.

9. ~~"Cable~~(h) ~~"Cable System"~~ means a facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes ~~v~~Video ~~p~~Programming, and which is provided to multiple Subscribers within the ~~Community~~City; provided, however, this shall not include:

a.

(1) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations;

b. (2) a facility that serves Subscribers without using any Public Way;

c. (3) a facility of a common carrier which is subject-, in whole or in part, to the provisions of title II of the Cable Act, except that the facility shall be considered a Cable System (other than for purposes of § 621(c) of the Cable Act) to the extent the facility is used in the transmission of ~~v~~Video ~~p~~Programming directly to Subscribers;

~~_____d. _____any facilities of any electric utility used solely for operating its electric utility systems; or _____~~

~~_____e. _____unless the extent of such use is solely to provide interactive on-demand services. 3~~

(4) an open video system that complies with § 653 of the Cable Act.

(5) any system exempted under the Cable Act.

~~_____10. _____"Channel"(i) "Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel (as defined by the FCC); provided, however, if the definition of Channel is modified by Federal law or the FCC, then such revised definition shall apply.~~

~~_____11. _____"Charge" =~~

(j) "Charge" means a one-time or non-regularly occurring cost paid by the Subscriber, and which is associated with the installation, maintenance, service or repair of the Cable Service.

~~_____12. _____"Community" =~~

Text Moved Here †

~~_____1. _____"City"(k) "City" means the City of Scottsbluff, Nebraska and includes any areas annexed to the City after this date. "Council""Council" means the City Council of the City of Scottsbluff. "Mayor""Mayor" means the Mayor of the City of Scottsbluff. "City"City Manager"" means the City Manager of the City of Scottsbluff.~~

~~_____2. _____"Affiliate" means another person or entity~~End Of Moved Text
†

(l) "Community" shall mean the geographic area within the municipal limits of Gering, Nebraska, Terrytown, Nebraska and Scottsbluff, and Terrytown, Nebraska and any portions of Scotts Bluff County, Nebraska, which are served by a Cable System serving any portion of those municipalities:

~~_____13. _____"Converter" means any device, separate and apart from a Subscriber's receiver, that is necessary for a Subscriber to view or otherwise use signals delivered by a Cable System.~~

~~_____14. _____"Emergency" or county.~~

(m) "Emergency" means an imminent, impending, or actual natural or humanly induced situation where the health, safety or welfare of all, or a representative portion, of the residents of the City is threatened. An Emergency (by illustration) may include a snowstorm, flood, tornado, severe thunderstorm, hazardous waste infiltration, petroleum, munitions or nuclear explosion, or aircraft crash.

~~_____15. _____"Easement"(n) "Easement" means and shall include any public easement or other compatible use created by dedication or by other means, to the City for public utility or other purposes including cable television. "Easement""Easement" shall include a private easement used for the provision of Cable Service.~~

~~16. "Entity"~~

(o) "Entity" shall mean a partnership, joint venture, corporation, limited liability company or such other form of conducting business authorized by State law.

~~17. "FCC"~~ (p) "FCC" means the Federal Communications Commission or any successor governmental entity.

~~18. "Franchise"~~ (q) "Franchise" means the authorization issued by the City which authorizes ~~the construction and operation of a Cable System.~~

~~19. "Franchise Fee"~~ a non-exclusive right to construct, operate and maintain a Cable System within the City.

(r) "Franchise Fee" includes any tax, fee, or assessment of any kind imposed by the City on a Cable Operator or Subscriber, or both, solely because of their status as such.

"Franchise Fee" does not include: ~~a.~~

(1) any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators or their services but not including a tax fee, or assessment which is unduly discriminatory against Cable Operators or Subscribers); ~~b.~~

(2) Agreed upon capital costs ~~which are required by a Franchise to be~~ incurred by the Cable Operator for PEG, or governmental access facilities; ~~c.~~

(3) requirements or charges incidental to the awarding or enforcing of a Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages; or

~~d.~~

(4) any fee imposed under ~~title 17, United States Code.~~

~~20. "Gross Revenue" means:~~

~~a. all revenues~~ the copyright laws of the United States.

(s) "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by a Cable Operator from the operation of a Cable System attributable to Subscribers within the City including but not limited to revenues received from Subscriber Rates, Service Tiers, installations, and the sale or lease of Auxiliary Equipment ("Subscriber Revenues"); and

~~b. any and all compensation in whatever form (except as exempted by this definition or otherwise by law), exchange or otherwise derived from all Cable Services, cable operations, and Cable Service related activities within the City including but not limited to revenues received from advertising, rebates or commissions received from services carried or provided on the Cable System, or commercial access ("Non-Subscriber Revenues").~~

within the City Gross Revenue does not, however, mean (i) any taxes, fees or assessments ~~of general applicability~~ collected by a Cable Operator from ~~imposed and/or assessed collected by law on~~ Subscribers for pass-through to a government agency (including sales taxes, Franchise Fees or FCC user fees); (ii) unrecovered bad debt or bona fide credits, refunds and deposits paid to Subscribers; ~~and (iii)~~ revenues from activities exempted under the Cable Act or by the FCC, and (iv) PEG Channel Support recovered from Subscribers.

~~21.~~ "Other(t) "Other Programming Service" means information that a Cable Operator makes available to all Subscribers generally.

~~22.~~ "PEG(u) "PEG Channel" means a public, educational or governmental Channel which is carried on a Cable System.

~~23.~~ "Permit(v) "Permit" means a written authorization issued to a Cable Operator by the City, other than a Franchise.

~~24.~~ "Public(w) "Public Way" means any public street, public place, public Easement or ~~right-of-right-of-way~~ dedicated to the public use.

~~25.~~ "Rate" means ~~the periodic price paid by a Subscriber in order to receive Cable Service.~~

~~26.~~ "Reporting

(x) "Reporting Quarter" shall mean a Cable Operator's fiscal quarter as reported to the City. If a Cable Operator does not report to or notify the City concerning the dates of its fiscal quarters, then the "Reporting"Reporting Quarters" for a Cable Operator shall be considered to be the periods ending on the last day of March, June, September and December of each calendar year.

~~27.~~ "Service Tier"

(y) "School" shall mean any K-12 school operated within the City by any public school system.

(z) "Service Tier" means a category of Cable Service or Other Services provided by a Cable Operator, and for which a separate Rrate is charged.

~~28.~~ "State(aa) "State" means the State of Nebraska. 5

~~29.~~ "Subscriber(bb) "Subscriber" means a person lawfully receiving Cable Service delivered by a Cable Operator.

~~30.~~ "User" means ~~a person or organization utilizing a Cable System and/or its equipment for purposes of production and/or transmission.~~

~~31.~~ "Video

(cc) "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

~~11-5-3.~~

(dd) "Video Programming Provider" means a provider of Video Programming which is authorized by the City or applicable law to utilize the Public Way to provide video programming to residents of the City.

It is intended that the definitions of any of the terms which are also defined in the Cable Act be consistent with the corresponding Cable Act definitions. In the event that it is determined that any of the above definitions are inconsistent with the Cable Act, then the definitions contained in the Cable Act shall control.

11-5-3 Administration; delegation of powers and authority.

Unless prohibited by Federal or State law, the Council may delegate its powers and authorities with respect to a Cable Operator to one or more duly authorized representatives of the City, including the Mayor, the City Manager, a Cable Advisory Committee or an outside consultant; provided, however, the Council may never delegate its power to franchise or to revoke a ~~f~~franchise to another person.

=

~~11-5-4- Cable~~ Operator; applicability.

Unless exempted entirely or in part from this Article or any of its provisions; or granted relief by the Council from any of its provisions, then this Article shall be applicable to a Cable Operators.

~~11-5-5. Same; exemptions. In recognition of the inherent technological differences between various types of providers of~~

~~11-5-5 Video Programming, and taking into account legal, financial, operational and maintenance considerations, the following providers:~~ exemptions.

A provider of Video Programming ~~are exempted from complying with this Article:~~ ~~1.~~
~~— a person or Entity which provides Cable Service to fewer than 50 Subscribers; or~~ ~~2.~~
~~— a person or Entity which provides Cable Service to, or in conjunction with operating one hotel, motel, time-share facility, or recreational vehicle park (but not including service to a mobile home or manufactured home park), and which does not use any Public Way; or~~ ~~3.~~ ~~a~~
~~person or Entity which does not cross a Public Way in providing Cable Service to Subscribers; or~~
~~4.~~ ~~a person or Entity which is exempted from this Article as a result of an applicable judicial ruling.~~

shall not be considered as a Cable Operator and subject to this Article if the provider does not use or cross any Public Way. An exempted person or Entity remains exempted only as long as it meets ~~one or more of the specifications of this section. In addition, the extent of the exemption is only for this Article~~ the above criteria. An exempted person or Entity is, however, expected to

abide by, and comply with, any other applicable City, County, State and Federal laws and regulations, including any applicable Federal or State consumer protection or consumer service laws and regulations.

11-5-6- Same; request for relief by ~~non-exempt~~ Cable Operator.

Any Cable Operator may file a written petition, at any time, with the City requesting relief from one or more provisions of this Article. The relief requested may specifically include the delay in implementation (as to the petitioning Cable Operator only) of one or more provisions of this Article. In order to receive any relief from one or more of the provisions of this Article, a Cable 6 Operator must satisfactorily demonstrate to the Council that at least one of the following facts exist: ~~1.~~

(a) the provision and/or requirement is expressly prohibited by Federal law, the FCC or State law; or ~~2.~~

(b) that the provision in question materially affects, and is in conflict with an expressed right that is specifically noted in an existing Franchise agreement (but only for the term of the existing Franchise); or ~~3.~~

(c) that the imposition of the provisions and/or requirements will create an undue economic hardship on the Cable Operator so as to imperil or eliminate the Cable Operator's ability to provide Cable Service to a majority of current Subscribers.

~~4.~~ (d) As an alternative to requesting relief, a Cable Operator may petition for clarification as to the precise intent and effect that one or more provisions or sections of this Article has on the petitioning Cable Operator.

~~The Council may charge the petitioning Cable Operator with the actual costs for processing the petition, including any costs incurred by outside consultants who are retained by the City to review a Cable Operator's petition; provided, however, such costs shall not exceed the total amount that the City may charge to a Cable Operator considering the Federal limit on Franchise Fees.~~

If the Council grants relief to a Cable Operator, then the Franchise agreement shall be amended to reflect the extent of the relief.

~~11-5-7. Noncompliance not excused for failure to enforce. A Cable Operator shall not be excused from complying with any of the requirements of this Article by any failure of the City on any one or more occasions to seek, or insist upon compliance with this Article.~~

~~11-5-8. Compliance with law. Any Cable Operator, its assignee, or transferee shall be subject to, and expected to comply with ~~1.~~ all ordinances in effect within the City including this~~

~~Article, to the extent that the Cable Operator has not received exemption or relief:~~

~~2. all Federal and State Laws, and all rules and regulation issued by all applicable regulatory agencies;~~

~~3. all lawful exercise of the City's police power.~~

~~Nothing contained in this section shall prevent a Cable Operator from exercising any, and all, of its administrative and legal rights as to the constitutionality, applicability, and enforceability of this Article or any later amendments.~~

~~11-5-9.~~

11-5-7 Inconsistencies with fFederal or sState lLaw.

If any provision or section of this Article is inconsistent with any provision or section of a Federal or State rule, regulation, or law, then the Federal or State rule, regulation, or law shall control.

~~11-5-10. Retained rights and authorities. Subject to preemption by the FCC or any other Federal or State governmental entity or agency, the City retains the authority for: 1. the regulation of any Cable System within the geographical limits of the City, and within the limits prescribed by applicable law; 2. the award and grant of a Franchise subsequent to review of an application or proposal by the Council; 3. subject to the provisions of this Article entitled "Compliance with Law" and any relief or exemption granted with respect to those provisions, the amendment or repeal of all or part of this Article; and 4. the amendment of a Franchise by mutual agreement of the Council and the holder of the Franchise; 5. the regulation of Rates and Charges as permitted by law; 6. the enforcement of all laws and regulations relating to cable customer service practices and consumer protection.~~

~~11-5-11. Notices.~~

11-5-8 Notices.

Each Franchise shall designate the City's and the Cable Operator's contact person to receive notices, filings, reports, records, documents and other correspondence. All notices shall be delivered to each party's contact person either by personal service with signed receipt of delivery, certified or registered mail, return receipt requested, or by recognized overnight delivery service with receipt verification. All other filings, reports, records, documents, and other correspondence may be delivered by any permissible means including, but not limited to: PPersonal service, overnight mail, email or facsimile. Delivery shall be deemed to have occurred at the time of receipt.

~~11-5-12.~~

11-5-9 Indemnity.

Each Cable Operator shall defend, indemnify, and hold harmless the City, its officials, authorized agents and employees from any and all penalty, damage, or loss arising out of claims, suits, demands, causes of action, or award of damages which might be claimed now or in the future, which arise out of, or are caused by, the construction, erection, location, products performance, operation, maintenance, repair, installation, replacement, removal or restoration of the Cable System within the City by a negligent act or omission of the Cable Operator, its 7 authorized agents or employees, contractors, or authorized representatives; provided, however, the Cable Operator shall not be obligated to indemnify the City for any penalty, damage or loss resulting from the willful misconduct or negligence of the City or from any use of the Cable System by the City (to include the use of PEG channels). Reasonable attorney's fees, consultant's fees, expert witness fees and other expenses of litigation are included except as set forth in subsection (d) below as those costs which may be recovered by the City. With respect to any request for indemnification made to a Cable Operator by the City: ~~1.~~

(a) The City shall give the Cable Operator written notice of its obligation to indemnify the City at least 10 calendar days prior to the deadline for responding to the claim or action, and if no such deadline exists, within 30 days of receipt of written notification of a claim or action.

~~2.~~ (b) The Cable Operator shall then have the right to defend, settle or compromise any such claims at the Cable Operator's expense and with the assistance of counsel of the Cable Operator's choice. The City shall provide reasonable cooperation in connection with the defense subject to the Cable Operator's obligation to reimburse the City for actual out-of-pocket expenses incurred by the City as the result of a request by the Cable Operator.

~~3.~~ (c) If the Cable Operator fails to defend a claim within a reasonable time, the City shall be entitled to assume the defense and the Cable Operator shall be bound by the results and shall be liable to the City for the damages incurred by the City to include the costs referred to above as recoverable by the City.

~~4.~~ (d) If a Cable Operator obtains counsel for the City, and/or its officials, agents and employees, then any one of them shall have the right to approve counsel, which approval shall not be unreasonably withheld. The City, its officials, agents and employees shall have the right to retain counsel of their own at their own expense.

~~11-5-13. Liability i0 Insurance.~~

A Cable Operator shall secure and maintain, for as long as it provides Cable Service, insurance coverage (the "~~Insurance~~" Insurance) ~~as follows: 1. The coverage shall provide for in~~ at least the following limits:

~~General~~ Workers' Compensation Statutory Limits

Commercial General Liability: \$2,000,000 per occurrence;
~~\$2,000,000 aggregate~~

~~Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate~~

Auto Liability including coverage \$1,000,000 per occurrence C.S.L.
on all owned and non-owned hired
autos

Umbrella Liability: ~~\$21,000,000 aggregate per~~
occurrence C.S.L.

~~2. (a) The Insurance shall specifically include the City and its officials, agents, and employees as an additional insureds with respect to any liability arising out of the Cable Operator's performance.~~

~~3. (b) The Insurance shall be issued by one or more companies licensed to do business in the State.~~

~~4. (c) The Insurance shall contain an endorsement obligating the insurance company to furnish the City with at least 30 days reasonable written notice in advance notice of the cancellation of the insurance.~~

~~5. (d) Before a Cable Operator provides Cable Service, the Cable Operator shall deliver the policies or certificates representing the Insurance to the City. Renewal or replacement policies or certificates shall be delivered to the City prior to the expiration of the then existing Insurance.~~

~~6. If the State permits a Cable Operator to self-insure, then the Cable Operator may exercise its right and self-insure as long as the minimal insurance amounts outlined in this section are met and maintained.~~

~~11-5-14. Performance bond.~~

11-5-11 Performance Bond.

A Cable Operator shall comply with the following bonding requirements:

~~1. A performance or security bond in an amount of at least \$50,000 executed by a surety licensed to do business in the State shall be delivered to the City. The purpose of the performance bond is to ensure performance of any requirements imposed by this Article and any applicable Franchise. The purpose is also to guarantee that should the Cable Operator not fulfill any obligations imposed by this Article or a Franchise held by the Cable Operator, then the surety will make whole (to the extent of the policy) any monetary losses incurred by the City.~~

2.

(a) A construction/completion bond shall be furnished prior to the time that a Cable Operator commences a construction, upgrade, rebuild, or repair/maintenance project that has a capital construction cost or outlay exceeding \$50,000 in value where the construction takes place in one or more Easements or in the Public Way; provided, however, the following shall not be considered in determining whether a project exceeds \$50,000: (i) ~~the~~ the cost attributable to any portion of the construction that utilizes aerial facilities consisting of existing poles owned by the Cable Operator or other utilities, or (ii) ~~construction~~ construction within a new subdivision where the construction of facilities is coordinated with the developer of the subdivision. The amount of the bond shall equal at least 90% of the projected capital construction cost or outlay, but shall not exceed \$250,000. The construction/completion bond shall remain in force at all times until one year after completion of construction as determined by the City, unless relief is granted, or a reduction schedule is detailed in an agreement between the City and the Cable Operator.

3.

(b) Any construction/completion bond shall specifically guarantee that a Cable Operator will timely abide by its construction, upgrade, rebuild, or repair/maintenance schedule for the Cable System and/or any time table for technical and service improvements or additions to the Cable System as may be committed to, or agreed upon, from time to time by the City and the Cable Operator.

4.

(c) If the City draws on a bond as a result of a Cable Operator's failure to timely discharge its obligations, or failure to construct and activate the Cable System, or failure to complete a Cable System upgrade or rebuild or repair/ maintenance project, then the Cable Operator shall replenish the bond within 30 days to the level required in this section.

5.

(d) The Council may authorize a Cable Operator to substitute a Cash Deposit, Letter of Credit, or a Guaranty of another person or Entity for any of the bonds provided for in this section; provided, however, the person or Entity providing a Letter of Credit or Guaranty, and the form of the Letter of Credit or Guaranty, shall be subject to the approval of the City Council in its sole discretion.

11-5-15-2 Furnishing of ~~reports~~ Reports.

(a) A Cable Operator's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Cable Operator's policy in connection with its Subscribers shall be filed with the City upon request.

(b) Upon written request of the City, a Cable Operator shall furnish, at no cost to the City, copies

of any or all non-confidential filings with the FCC and the United States Copyright Office within 30 days of the request.

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11-5-16. ~~Books and~~ Records.

A Cable Operator shall keep complete and accurate ~~books of accounts and~~ records concerning the business and operations of the Cable System. In addition: ~~1.~~

(a) The City by its authorized representatives shall have the right, on reasonable advance written notice, to review ~~at the Cable Operator's local office~~ all records pertaining to a Cable Operator's cable operations with respect to the City ~~which are necessary to the enforcement of this Article or the~~ as are reasonably necessary to determine a Cable Operator's compliance with the Franchise. Such notice shall specifically reference the section(s) of the Franchise or the Cable Ordinance for which the review is requested. The Cable Operator's Franchise. Any review, unless mutually agreed upon or judicially ordered, should occur within the Cable Operator's regular office hours. Operator agrees that it will furnish the information requested electronically or make it available for the City's review, to the City within 30 days of the request.

(b) Non-revenue financial records will only be requested in the aggregate on a summary prepared by the Cable Operator.

(c) The City acknowledges the sensitivity of ~~these~~ a Cable Operator's records; and will request this information only on as needed basis; and will treat this information as confidential and proprietary to the fullest extent allowed by law. The Cable Operator shall not be required to produce any records in violation of the Cable Act or any other applicable law. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by State and federal law, it shall deny access to any of a Cable Operator's records marked confidential to any person.

~~2.~~ (d) The City shall have the right to hire, at its own expense, an independent certified public accountant, or other business or financial expert, to review the ~~books and~~ records of a Cable Operator pertaining to revenue information.

~~3.~~ A false entry in the books and/or records of a Cable Operator of a material and substantial fact shall constitute a material violation of this Article. Erroneous entries shall not constitute a material violation if made in good faith.

~~4.~~

(e) If after a review or audit of a Cable Operator's records, it is discovered that the Cable Operator has underpaid the City by an amount that exceeds the greater of (i) ~~\$500~~ \$2500, or (ii) 3% of the total amount paid for any Reporting Quarter, then the City may require the Cable Operator to reimburse the City for the actual cost of the audit, in addition to the amount of ~~underpayment.~~

~~11-5-17. Local office; office hours; telephone availability.~~ In order to facilitate the needs of Subscribers, ~~a~~¹⁰ underpayment, provided, however, no such reimbursement shall be required if the reason for the underpayment is due to the annexation of additional areas into the City, for which notification of the annexation was not provided to a Cable Operator.

~~(f) A cable Operator shall not be required to maintain any records for Franchise compliance purposes longer than 4 years, except for written service complaints, which shall be kept for 1 year.~~

~~(g) A Cable Operator shall maintain a customer service office which is easily accessible to Subscribers, and is located within the Community. The customer service office should have an adequate and knowledgeable staff in order to handle the vast majority of Subscriber service inquiries, including but not limited to billing inquiries, refunds, service outages, equipment service and repair, payment of bills and other Charges, and inquiries from disabled or physically impaired Subscribers. In addition:~~

- ~~1. The Cable Operator will maintain a local, toll-free telephone access line which will be available to its Subscribers 24 hours a day, seven days a week:~~

- ~~a. Trained company representatives will be available to respond to Subscriber telephone inquiries during normal business hours which must include some evening or weekend hours.~~

- ~~b. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.~~

- ~~2. Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90 percent of the time under normal operating conditions, measured on a quarterly basis.~~

- ~~3. A Cable Operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.~~

- ~~4. Under normal operating conditions, the Subscriber will receive a busy signal less than 3 percent of the time.~~

~~The customer service office shall be open during regular hours as published to Subscribers.~~

~~11-5-18. Installations, outages, and service calls.~~ Under normal operating conditions, each of the following four standards will be met no less than 95 percent of the time measured on a quarterly basis:

- ~~1. Standard installations will be performed within 7 business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.~~

- ~~2. Excluding conditions beyond its control, a Cable Operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes~~

known. A Cable Operator must begin actions to correct other service problems the next business day after notification of the service problem. Once begun, a Cable Operator shall diligently pursue the necessary repairs:

3. The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. A Cable Operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of a Subscriber.

4. Except for conditions beyond its control, a Cable Operator may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment.

5. If a Cable Operator representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

11-5-19. Notifications to subscribers: full and complete set of plans, records and strand maps showing the location of the Cable System.

11-5-14 Customer Service.

A Cable Operator shall comply with the following customer service requirements:

(a) A Cable Operator shall comply with the customer service standards as provided for in the FCC Regulations, as may be amended from time to time. This Section shall be considered as notice to Cable Operators of the City's election to enforce those standards.

(b) A Cable Operator shall (i) maintain a customer service facility within the boundaries of the City staffed by customer service representatives that have the capacity to accept payment, adjust bills, respond to repair, installation, reconnection, disconnection, or other service calls; distribute or receive converter boxes, remote control units, or other equipment related to the provision of cable or video service; or (ii) provide written information to Subscribers as follows: 1.

Subscribers will be notified of any changes in Rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of 30 days in advance of such changes if the change is within the control of the Cable Operator. In addition, customers with bill payment facilities through retail, financial, or other commercial institutions located within the boundaries of the City; or (iii) provide an address, toll-free telephone number or electronic address to accept bill payments and correspondence, and provide secure collection boxes for the receipt of bill payments and the return of equipment, provided that if a Cable Operator provides secure collection boxes, it shall provide a printed receipt when items are deposited, or (iv) provide an address, toll-free telephone number or electronic address to accept bill payments and correspondence, and provide a method for customers to return equipment to the Cable Operator shall notify subscribers 30 days in advance of any significant changes in the other information required by Section 76.1602 of the FCC Rules; 2. In addition to the requirement of subparagraph (1), a Cable Operator shall give 30 days advance written notice to both Subscribers and the City before implementing any change in Rate or

~~Charge. Such notice shall state the precise amount of any change. When the change involves the addition or deletion of Channels, each Channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the operator need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts;~~ — 3. — ~~A Cable Operator shall provide written notice to a Subscriber of any increase in the price to be charged for Basic Cable Service or associated equipment at least 30 days before any proposed increase is effective. The notice should include the name and address of the City;~~ — 4. — ~~To the extent a Cable Operator is required to provide notice of Cable Service and Rate changes to Subscribers, the Cable Operator may provide such notice using any reasonable written means;~~ — 5. — ~~Notwithstanding any other provision of the FCC Rules, a Cable Operator shall not be required to provide prior notice of any change in Rate or Charge that is the result of a regulatory fee, Franchise Fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or the City on the transaction between a Cable Operator and a Subscriber.~~

~~11-5-20. Billing practices. Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to basic, tiered and premium service Charges and equipment Charges. Bills will also clearly delineate all activity during the billing period, including optional Charges, rebates and credits:~~

~~1. In case of a billing dispute, the Cable Operator must respond to a written complaint from a Subscriber within 30 days:~~

~~2. Refund checks will be issued promptly, but no later than either: a.~~

~~the Subscriber's next billing cycle following resolution of the request or 30 days;~~

~~whichever is earlier, or b. the return of the equipment supplied by the Cable Operator if service is terminated:~~

~~3. Credits for service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted:~~

~~11-5-21. Billing credit or refunds for service outages, interruptions, or unsolicited service: at no cost to the customer.~~

~~(c) A Cable Operator shall provide a Subscriber with a credit or rebate where the Subscriber's entire Cable Service suffers a service outage or interruption exceeding eight hours in duration beyond the time that the Subscriber notified the Cable Operator of the outage. The credit for purposes of determining the amount of the credit or rebate, shall be deemed to be equivalent to or the same as a twenty-four hour service outage. No credit or rebate shall be required where the outage was due to matters beyond the reasonable control of the Cable Operator. In addition:~~

~~1. For notifications by a Subscriber after hours, these credit refund requirements shall only apply if three Subscribers have provided notice in a given area:~~

~~2. In the case of a regional or area outage, all affected Subscribers shall be due a credit or refund if the Cable Operator is able to reasonably determine the Subscribers affected. If the Cable Operator is not able to reasonably determine the Subscribers affected by a regional or area outage, a credit or refund shall be given to all Subscribers affected by the outage who make a claim for credit or refund within 30 days of the outage:~~

~~3. In the case of a Charge for unsolicited service, a Cable Operator shall provide a~~

~~Subscriber with an adjustment or billing credit on the next available billing statement, and the Subscriber shall not be considered delinquent for failure to pay a Charge for unsolicited service; provided, however, no such adjustment shall be made where the service was not authorized by the Cable Operator.~~

~~11-5-22. Special service requirements:~~maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

(d) A Cable Operator shall comply with all Federal and State laws and regulations concerning special service requirements for disabled, sight or hearing impaired or ambulatory impaired Subscribers.

(e) A Cable Operator shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Cable Operator's name, address and local or toll-free telephone number. To the extent required by applicable law, a Cable Operator shall give the City 30 days' prior notice of any rate increases, channel lineup or other substantive service changes. 11

(f) A Cable Operator shall abide by any, and all, Subscriber privacy rules or regulations under Federal or State law.

~~11-5-23.~~11-5-15 Preferential or ~~d~~Discriminatory ~~p~~Practices Prohibited.

A Cable Operator shall not deny Cable Service, deny access, or otherwise discriminate, nor subject any person to prejudice or disadvantage on the basis of age, race, creed, color, sex, national origin, handicap, or religious affiliation ~~or location of residence~~. Cable Operators shall not deny Cable Service, or the extension of Cable Service, to any group of potential residential cable Subscribers because of the income of the residents of the local area in which such group resides. The provisions of this section shall not, however, prohibit a Cable Operator from:

1. (a) offering a bulk rate discounts or promotional ~~or incentive discount Rate or Charge.~~

2. (b) denying service based on location of residence, if that residence is outside the parameters for line extension or standard installations, as provided for in this Article or the Cable Operator's Franchise.

3. ~~making agreements or entering into Cable Service agreements with multiple dwelling unit owners, including hotel, motel, and mobile park owners, to provide Cable Service under a bulk billing or other type of arrangement.~~

~~11-5-24. Service inquiry logs.~~ In order to assist the City in assessing the resolution of Subscriber service requests, inquiries and complaints, a Cable Operator shall be required to keep and maintain service logs, subject to any limitations imposed by State or Federal law (including any Subscriber privacy limitations). At a minimum, the service inquiry logs should contain the date and time of the initial receipt of a service request, inquiry or complaint, together with the date and time of the initial response; the nature of the matter; and the precise action taken by a Cable Operator in order to resolve the matter. In addition to any other right of inspection that the City may possess, it shall have the right to review and inspect a compilation of the logs. The City shall not have the right of review or inspection for any logs or any information contained within the logs that are otherwise protected by State or Federal law.

~~11-5-25. Restoration of a subscriber's property.~~ At any time a Cable Operator disturbs the property of a Subscriber, the Cable Operator shall ensure that the Subscriber's property is returned, replaced and/or restored to a substantially similar condition as that in existence prior to the disturbance by the Cable Operator. The costs associated with both the disturbance and the return, replacement and/or restoration shall be borne by the Cable Operator. The requirements imposed upon the Cable Operator extend to any subcontractor or independent contractor employed by the Cable Operator.

~~11-5-26. Voluntary disconnection and downgrades.~~ A Subscriber may at any time request that a particular Service Tier or the entire Cable Service be disconnected. In addition, where different levels of service are offered by a Cable Operator, a Subscriber may request a downgrade from a particular level of service to a less comprehensive or less expensive level of service. Disconnections or downgrades shall be effective as per the Cable Operator's policies, to include any applicable charges for the change in service. Any refund due a Subscriber after downgrade or disconnection (both for non-payment and voluntary) shall be made within 45 days after the downgrade or disconnection.

~~11-5-27. Protection of subscriber privacy.~~ A Cable Operator shall abide by any, and all, Subscriber privacy rules or regulations of the Federal or State governments.

~~11-5-28. Use of public ways.~~

11-5-16 Construction and Use of Public Ways.

All facilities of a Cable Operator shall be located, installed and maintained so as not to endanger or unnecessarily interfere with usual and customary use, traffic and travel upon Public Ways and Easements, and according to any Public Way or Easement use standards established by the City. In addition: —+—

(a) A Cable Operator shall construct, operate, maintain and repair its Cable System in compliance with all current technical codes adopted by the City, the State and the FCC, as are customary to the cable television industry. To the extent that these are inconsistent with other provisions of a Franchise, or State or local law, then the more stringent shall govern in order to protect the public health, safety and welfare.

(b) A Cable Operator shall obtain all required Permits from the City before commencing any work requiring a Permit, including the opening or disturbance of any Public Way.

2. (c) All facilities of a Cable Operator shall be installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Cable Operator shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public, to include barricades, flags, lights or other devices as are reasonably required for public safety.

3. (d) A Cable Operator shall use existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on Public Ways without obtaining all Permits required by the City. Any poles or other fixtures placed in any public way by the Cable Operator shall be placed in such a manner as not to interfere with the usual travel on such public way.

4. (e) The Cable Operator shall, at its own expense, restore any damage or disturbance caused to the Public Way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Public Way immediately prior to such damage or disturbance.

5. (f) If a Cable Operator's system creates a hazardous or unsafe condition or an unreasonable interference with property, then the Cable Operator shall at its own expense voluntarily, or upon request of the City, remove or move, as appropriate, that part of the system that creates the hazardous condition.

6. (g) A Cable Operator shall not place equipment where it will interfere with the rights of property owners or with other public utility services or any other service facility that benefits the City or its residents' health, safety or welfare.

7. (h) A Cable Operator shall, at its expense, protect Public Ways and Easements, and support or temporarily disconnect or relocate in the same Public Way, any property of the Cable Operator when necessitated by reason of: traffic conditions, public safety, a street closing, street construction or resurfacing, change or establishment of a street grade, installations of other City utility services, or any improvement, construction or repair related to health, safety or welfare. Except in case of Emergency, the City shall provide at least 10 days written notice to the Cable Operator of the need for a relocation or temporary disconnection. In addition, the City shall have the right to remove any of the Cable Operator's facilities in the event of Emergency, and no charge shall be made by the Cable Operator to the City for restoration and repair, unless such acts amount to gross negligence by the City.

8. (i) If the City elects to alter or change the grade of any Public Ways, the Cable Operator upon reasonable notice from the City, shall relocate any portions of its Cable System impacted by the

City's Public Way alterations, at the Cable Operator's expense.

(j) A Cable Operator shall, at the request of any person holding a building moving Permit, temporarily remove, raise or lower the cable wires to allow the moving of the building. The expense of temporary removal shall be lawful permit issued by the City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Cable Operator, provided that the expense of doing so is paid by the person requesting it making the request and the Cable Operator is given reasonable advance written notice to prepare for such changes. The Cable Operator may require such payment in advance. The affected Cable Operator shall be given not For purposes of this subsection, "reasonable advance written notice" shall be no less than 10 business days notice of a contemplated move to arrange for temporary wire changes.

9. in the event of a temporary relocation and no less than 120 days for a permanent relocation.

(k) A Cable Operator shall have the authority to trim trees in the Public Way at its own expense as may be necessary to protect its wires and facilities.

10. The City shall have the right to make additional use, for any public purpose, of any poles or conduits controlled or maintained exclusively by or for the Cable Operator in any street or right of way, provided the use by the City does not interfere with the Cable Operator's use. The City shall indemnify and hold the Cable Operator harmless from all claims, demands, causes of action, suits, actions, proceedings, damages, costs or liabilities of every kind whatsoever arising out of the City's such use of the Cable Operator's poles or conduits.

11. =

(l) In those areas of the City where transmission or distribution of both telephone and power companies are underground or are later placed underground, a Cable Operator's feeder and s Subscriber drops shall also be placed underground. To the extent reasonably possible, a Cable Operator shall coordinate the joint use of facilities with the telephone and power companies.

11-5-29. Construction standards. Subscriber drops shall be buried within a reasonable time period, subject to weather conditions.

11-5-17 Technical Standards.

A Cable Operator shall comply with any rules and regulations of the FCC concerning technical operation, signal quality, consumer electronics equipment compatibility and performance monitoring.

11-5-18 Emergency Alert System.

A Cable Operator shall construct, operate, maintain and repair its Cable System in compliance with all current technical codes adopted by the City, the State and the FCC, as are customary to the cable television industry. Methods of construction, installation or maintenance and repair of any Cable System shall comply with the most current editions of the National Electrical Safety

Code, and the National Electric Code, as affects the construction, installation and maintenance of electrical supply and communications line and attachments and supports. To the extent that these are inconsistent with other provisions of a Franchise, or State or local law, then the more stringent shall govern in order to protect the public health, safety and welfare.

~~11-5-30. System expansion.~~ Each Franchise may provide for a build-out and density standard under which the comply with all applicable federal statutes, rules and regulations with respect to Emergency Alert Systems.

11-5-19 Service Area and Expansion.

Cable Service shall be provided as follows:

(a) A Cable Operator shall ~~extend~~make Cable Service ~~within the City~~distributed over its Cable System available, at a charge which does not exceed the Cable Operator's normal rate for standard installations, so long as the installation is to every residence within any area within the City where there is a minimum density of at least 30 residences per lineal strand mile of cable as measured from the Cable Operator's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service; provided, however, (i) such installation shall be financially and technically feasible. ~~The Cable Operator may extend service to Subscribers which do not meet the density standard if the Subscriber(s) are willing to pay or share the capital costs of expanding the Cable System along with~~ (ii) the Cable Operator's normal rate for standard installations.

~~11-5-31. Emergency alert system; standby power.~~ In order that Subscribers may be alerted in the event of an impending, imminent or actual Emergency, and in addition to the Federal emergency alert standards Operator shall have legal access to the Subscriber's location, and (iii) the Subscriber shall be within 125' of the Cable Operator's existing distribution system.

(b) Notwithstanding the above, a Cable Operator shall ~~ensure that its system is designed to permit the override of the audio portion of all Channels by authorized personnel at the Central Communications Center operated by Scotts Bluff County. In addition, a Cable Operator shall:~~

- ~~1. maintain all Channel video blanking ability to facilitate the needs of hearing and sight-impaired Subscribers;~~
- ~~2. test the Subscriber override system at the request of the Central Communications Center which shall not be more frequent than once a month; and~~
- ~~3. cooperate with the City on the use and operation of the emergency override system.~~

~~11-5-32. Franchise required.~~ have the right, but not the obligation, to extend the Cable System into any other area of the City and to make Cable Service available to residential subscribers or to businesses, upon such terms and conditions as determined by the Cable Operator.

11-5-20 Franchise.

No person or Entity, other than the City, shall be permitted to construct, operate or maintain a Cable System where any part of the Cable System's facilities to occupy or cross Public Ways

without first having entered into a Franchise. With respect to all Franchises:

~~1. (a)~~ The City may award one or more non-exclusive Franchises; provided, however, anytime (i) a Franchise is issued, (ii) the City otherwise grants a permit to a Video Programming Provider, which contains terms that are more favorable to a particular Cable Operator or Video Programming Provider, or (iii) the City constructs, operates, or maintains its own Cable System within the City limits, then the City shall, within 30 days of a written request from another Cable Operator or Video Programming Provider, modify that Cable Operator's Franchise or Video Programming Provider authorization to insure that the obligations applicable to any one Cable Operator or Video Programming Provider are no more burdensome than those imposed on one or more competing Cable Operators or Video Programming Providers or the City's own Cable System. If the City fails to make modifications consistent with this requirement, the requesting Cable Operator's Franchise or Video Programming Provider's authorization shall be deemed so modified 30 days after the initial written request.

~~2. (b)~~ An Applicant shall be selected as part of a public proceeding and hearing which affords due process to both the City and the Cable Operator. If the Applicant is selected as a Cable Operator, then the Applicant will enter into a Franchise agreement with the City.

~~3. (c)~~ Unless prohibited by law, the City reserves the right to construct, operate or maintain its own Cable System within the City limits. ~~The City shall not be required to submit a proposal for, or receive, a Franchise in order to do so.~~

~~11-5-33. Franchise agreement.~~ provided the city shall regulate all Cable Operators, Video Programming Providers, and its own Cable System in a competitively neutral and nondiscriminatory manner.

~~(d)~~ If the Council awards a Franchise to an Applicant ~~in all or part of the City~~, or approves a proposal for renewal of a Franchise, then a Franchise agreement shall be ~~entered into~~ signed. A newly franchised Cable Operator may not lay any cable until the Franchise agreement is executed by the Cable Operator and the City. At a minimum, a Franchise agreement shall contain provisions for the following: —

~~(1. —)~~ the term or duration of the Franchise; —

~~(2. —)~~ an agreement to comply with this Article; —

~~(3. —)~~ any applicable construction, upgrade or rebuild schedule; and —

~~(4. —)~~ any applicable build-out and density standard.

~~11-5-34. Extent of grant of franchise.~~ ~~(e)~~ Upon entering into a Franchise, a Cable Operator may construct, install, maintain, operate, repair, replace, remove, or restore a Cable System within the City. In so doing: —

~~(1. —)~~ The Cable Operator may utilize the Public Ways and those Easements dedicated to the public use.

~~(2. —)~~ The Cable Operator shall be responsible for obtaining its own Easements for private property and pole attachment agreements with other utilities.

~~11-5-35.~~

~~Franchise term and renewal.~~

~~(f)~~ The term of a Franchise may be for a period not to exceed 10 years from the date that a Franchise, or a Franchise renewal, is approved by the Council. Proceedings for the renewal of a Franchise shall be governed by the applicable provisions of the Cable Act.

~~11-5-36. Franchise application. The City may develop rules and regulations with respect to the submission and processing of applications for a Franchise. The rules and regulations shall primarily be aimed at determining the legal, financial, technical and character qualifications of the applicant.~~

~~11-5-37. Franchise fees.~~

11-5-21 Franchise Fees.

Each Cable Operator shall pay to the City a Franchise Fee equal to ~~4%~~5% of the Gross Revenues of the Cable Operator. The City reserves the right at any time, upon 90 days' notice to all Cable Operators, to amend this section so as to increase the Franchise Fee to the maximum rate allowable under Federal law, in the event that the maximum rate is increased. It is intended that the Franchise Fees will promote the health, safety and welfare of the citizens of the City. Accordingly, the Franchise Fee shall be deposited into the general revenues of the City, unless otherwise specified.

~~1. —~~ (a) The Franchise Fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise, consistent with Federal law.

~~2. —~~ (b) Within 45 days after the end of each Reporting Quarter, a Cable Operator shall file with the City a detailed financial and revenue report showing the Gross Revenues received by the Cable Operator for operations within the City during the proceeding Reporting Quarter. ~~The report shall be in a form approved by the City.~~ The report shall include Gross Revenue from all sources upon which a Franchise Fee is payable, ~~directly or indirectly derived from the operation of the Cable System, or the provision of any Cable Service by or to the Cable System.~~ Gross Revenue may be reported in the aggregate by general service type or source.

~~3. —~~ (c) In the event that payment is not made within 60 days after the end of a Reporting Quarter, then the Cable Operator may be declared in default of the Franchise, and the City may take action against the Cable Operator as authorized in this Article.

~~4. —~~ (d) The acceptance of any payment shall not be construed as a release of, or an accord or satisfaction of, any claim that the City might have for further or additional sums payable

under the terms of this Article, or for any other performance or obligation of a Cable Operator.

~~5.~~ (e) Payments of compensation made by a Cable Operator to the City pursuant to this Article shall be considered in addition to any and all taxes of general applicability owed to the City by the Cable Operator that are not included as Franchise Fee under Federal law.

~~6.~~ (f) A Franchise Fee shall not be payable on any Gross Revenue source(s) which are excluded by Federal law.

~~11-5-38.~~

11-5-22 Assignment of ~~f~~Franchise.

A Cable Operator's Franchise may not be assigned in whole or in part without the City's prior written approval. For purposes of this paragraph, ~~"Assigned"~~ "Assigned" or ~~"Assignment"~~ "Assignment" shall mean the transfer, sale, or any other form of assignment of a Cable System, to include any transaction or action which effectively or actually changes ownership from one person or Entity to another to include the transfer of 50% or more of the ownership interest of an Entity or the parent of an Entity. Any attempted Assignment without prior written approval shall constitute a default in the Franchise. A proposed Assignment shall be subject to the following:

~~1.~~

(a) At least 120 days before a proposed Assignment is scheduled to become effective, the Cable Operator shall make a written request to the Council for the City's approval of the proposed Assignment. ~~2.~~

(b) The City will not unreasonably withhold its consent to an Assignment. However, in making its determination, the Council ~~may~~ shall consider the ~~following criteria:~~

- ~~a.~~ legal, financial and technical qualifications of the proposed assignee;
- ~~b.~~ financial ability and stability of the proposed assignee;
- ~~c.~~ the experience of the proposed assignee which may include conducting an investigation of the proposed assignee's service record in other communities;
- ~~d.~~ legal integrity of the proposed assignee or transferee;
- ~~e.~~ if requested by the Council, submittals from the proposed assignee concerning any changes it intends to make in the operation and maintenance of the present Cable System;
- ~~f.~~ the corporate connection, if any, between the Cable Operator and the proposed assignee;
- ~~g.~~ the economic viability or non-viability of the Cable System in the future, based upon certain factors including the impact of the purchase price on the City and/or the proposed assignee; and
- ~~h.~~ any other aspect of the proposed assignee's background which could affect the health, safety and welfare of the citizenry of the City as it relates to the operation of the Cable System.

~~3.~~

~~(c)~~ Nothing in this section shall restrict the City from considering ~~other criteria, and in particular,~~
any criteria established under State or Federal law, rule or regulation.

~~4.~~ ~~(d)~~ Before an Assignment is approved by the City, the proposed assignee shall sign
a statement indicating that it has read, understands, and intends to abide by any existing Franchise
agreement.

~~5.~~ ~~(e)~~ The City may include certain amendment(s) to the Franchise or this Article as a
condition to the Assignment; provided, however, any such amendment(s) shall either (i) be by
mutual agreement between the City and the proposed assignee, or (ii) shall not have a material
adverse effect on the rights and obligations of the Cable Operator under the Franchise.

~~6.~~ ~~(f)~~ In the event of any approved Assignment, the assignee shall assume all
obligations and liabilities of the former Cable Operator.

~~7.~~ ~~(g)~~ The City's consent to an Assignment shall not relieve the former Cable
Operator of its liability under the Franchise agreement until the Assignment actually takes place
unless specifically relieved by Federal or State law or by the Council at the time an Assignment is
approved. In the event of an Assignment, the former Cable Operator shall remain liable for any
Franchise Fees incurred as of the time that the Assignment is effective for the period governed by
the applicable statute of limitations.

~~8.~~ ~~(h)~~ If the Cable Operator has provided the City with all information as required by
this section or the FCC in a timely manner, and the City has not taken action on the Cable
Operator's request for transfer within 120 days after receiving such request, consent by the City
shall be deemed given.

Consent shall not be required for an Assignment to a wholly-owned subsidiary Entity of a Cable
Operator or the current parent Entity of a Cable Operator, whether the ownership is direct or
indirect, such as through other wholly-owned intermediate subsidiaries. In addition, consent shall
not be required for the granting of a security interest in the Cable Operator's system including its
Franchise. However, if the holder of the security interest repossesses, forecloses or takes other
action concerning its collateral, it shall dispose of the Cable System within a reasonable period of
time and the disposition by the holder of the security interest shall be considered an Assignment
subject to the provisions of this section.

~~11-5-39.~~

11-5-23 Educational and ~~g~~Governmental ~~a~~Access.

To the extent permitted by law, and in order to fulfill a public, educational and governmental
access policy that will facilitate the long range needs of the Community City, each Cable Operator
shall 17

provide at its own expense PEG Channels as follows: ~~1. Two twenty-four hour per
day educational Channels shall be provided within the Community, one for the use of the City of~~

~~Scottsbluff schools and one for the City of Gering schools.~~

~~2. One twenty-four hour per day PEG Channel shall be provided within the Community for use by various governmental subdivisions. If at any time, 90% of the total time allocated for this PEG Channel is consistently used 5 days a week for a period of 6 months, then the one PEG Channel under the control of the City. The following shall apply to the PEG Channel:~~

(a) The City is solely responsible for the content it provides over the PEG Channel. The Cable Operator shall ~~provide an~~ not exercise any editorial control over any programming of the PEG Channel and shall also not be subject to any civil or criminal liability for any programs carried on the PEG Channel.

(b) The PEG Channel may be placed on any tier of service available to all Subscribers, including the digital tier. The City shall provide programming on the PEG Channel to occupy 70% of the hours between 11a.m. and 11p.m. for any twelve consecutive week period. In the event that the above the programming levels are not maintained or if the City does not adequately use the channel, the Cable Operator reserves the right to have the channel returned to the Cable Operator for the Cable Operator's use. If at any later time, which must be at least one year from the return of the PEG Channel to the Cable Operator, the City desires to utilize the PEG Channel, it may notify the Cable Operator of its desire to do so, and the PEG Channel shall be made available to the City within 30 days of the request. The above programming requirements shall apply with respect to continuance of the PEG Channel by the City.

(c) If the City is utilizing the PEG Channel and is also using any of the following locations for signal input, signal input locations shall be provided at City Hall. Only those signal input locations actually being used shall be required.

(d) Cable Operators may interconnect their cable systems for the purpose of sharing PEG access programming, provided that the Cable Operators are able to reach agreement for the interconnection. Nothing in this paragraph should be construed as requiring a Cable Operator to add additional PEG Channel. The use of this additional Channel may be reviewed every 6 months at the request of the Cable Operator. If after any 6 month period, the combined use of the original and added PEG Channel has dropped so that if the two Channels were combined, the usage would not justify more than one Channel under this subsection, the requirement for the additional PEG Channel shall cease until the criteria for the additional PEG Channel is met once again.

~~3. A Cable Operator shall provide up to six hours of technical assistance within a calendar year for each school or political subdivision without charge. Additional technical assistance shall be provided at the Cable Operator's cost.~~

~~The provision of PEG Channels shall include the installation of one modulator per each governmental User of a PEG Channel. Installation shall be considered as complete when the governmental User's system is operational.~~

~~11-5-40. Public service. Channels.~~

11-5-24 Public Service.

A Cable Operator shall furnish, upon request, ~~one outlet for each public school building, municipal office building, public library, fire station, police station and courthouse which is passed by the Cable Operator's Cable System. Basic Cable Service and the next additional Service Tier shall be provided at no charge. An initial connection will be made at no charge with additional connections to be made for the cost of time and materials only. If necessary for a television with a standard digital tuner to receive the service level provided at no charge, then one Converter shall be provided for each such television within these~~ and subject to applicable law, one outlet for public buildings, up to as identified in a ~~maximum of five Converters per building~~ Cable Operator's Franchise. With respect to this service: ~~1.~~

(a) The Cable Service provided pursuant to this section shall not be used for commercial purposes and shall not generally be available for public viewing. The City shall take reasonable precautions to prevent any use of the Cable System that results in the inappropriate use or any loss or damage to the Cable System.

~~2.~~ (b) The City shall hold the Cable Operator harmless from any and all liability or claims arising out of the provision and use of Cable Service to City buildings.

~~3.~~ The Cable Operator shall not be required to provide an outlet to any such building where a standard drop of more than 125 feet is required, unless the City or building owner/occupant agrees to pay the incremental cost of any necessary extension or installation.

~~11-5-41. Technical standards.~~ A Cable Operator shall comply with any rules and regulations of the FCC concerning technical operation, signal quality and consumer electronics equipment compatibility. Unless a Cable Operator can demonstrate that it is both technologically and economically unfeasible, programming services shall be delivered by the use of addressable technology allowing Cable Service levels to be changed without the expense (either to the Operator or a Subscriber) of a separate trip or call.

~~11-5-42. Default.~~ 18

11-5-25 Default.

When a Cable Operator violates a provision of this Article, or acts so as to compromise the ~~or~~ legal, financial or technical integrity and/or stability of the Cable System or the Cable Operator itself, in either case, to a degree that the interests of the Subscribers ~~and Users~~ are negatively affected, then a Cable Operator shall be considered in default of this Article.

1. (a) Examples of a default shall include, but are not limited to: bankruptcy (except for a reorganization as long as the Cable Operator is in compliance with an approved plan or other court order), insolvency, failure to pay taxes or Franchise Fees, failure to receive written City approval for an Assignment, or failure to substantially abide by the terms and conditions of the Franchise agreement or this Article: to include the failure to operate its Cable System. Provided:

(1) It is not the City's intention to subject a Cable Operator to penalties, fines, forfeitures or revocation of a Franchise for violations where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the City, or where strict performance would result in practical difficulties and hardship to a Cable Operator which outweighs the benefit to be derived by the City and/or Subscribers.

(2) Events in the nature of force majeure or conditions which cannot be corrected because they are matters reasonably beyond the immediate controlability of the affected Cable Operator to anticipate and control shall not be considered a default. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which a Cable Operator's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary; provided, however, such noncompliance shall only be excused for as long as the Cable Operator is reasonably pursuing compliance.

2. (b) In the event that a default occurs, the City shall provide written notice of the default to the affected Cable Operator. The notice of default shall specify the violation(s).

3. (c) The Cable Operator shall have 30 days from the receipt of the written notice to bring itself into compliance so that it is no longer in default of its Franchise or this Article, as the case may be; provided, however, if by the nature of default, the default cannot be cured within this 30 day period, the Cable Operator shall initiate reasonable steps to remedy the default and notify the City of the steps being taken and the projected date that they will be completed.

4. (d) If the Cable Operator fails to cure its default within the time period provided for above, the matter shall be set for public hearing before the Council to be held within 75 days after the notice of default was mailed to the Cable Operator. Written notice of the time and place of the public hearing shall be sent to the Cable Operator at least ~~15~~20 days prior to the date of the hearing.

5. (e) At the hearing, the Cable Operator shall have an opportunity to state its position on the

matter, present evidence and question witnesses. If the Cable Operator fails to attend the hearing where a continuance of the hearing has not been granted by the Council, then the Cable Operator may be declared in default of the Franchise agreement.

6. (f) If the default has not been resolved by the time of or as a result of the hearing, the Council may, after the public hearing, direct the Cable Operator to take corrective action within a specified period of time, or may declare the Cable Operator in default of the Franchise agreement, and revoke or terminate the Franchise. The Council's action shall be delivered to the Cable Operator in writing within 15 days of the Council's action.

7. (g) If the Council directs corrective action to be taken and the Cable Operator does not rectify the default within the time specified, then the Council may without further notice declare the Cable Operator to be in default and revoke or terminate the Franchise.

8. (h) If the Cable Operator fails to comply with any determination by the Council, which determination is not stayed or overturned by order of an appropriate court, then the City shall have any and all remedies available to it by law, provided the Cable Operator may continue to operate the Cable System until all legal appeals procedures have been exhausted.

~~11-5-43. Federal legislation, rules and regulations; franchise subject to amendment.~~

11-5-26 Removal of Cable System.

(a) In the event of termination or forfeiture of the a Franchise Agreement or abandonment of a Cable Operator's Cable System, the City may require the Cable Operator to remove all or any portion of its Cable System from all Public Ways; provided, however, that the Cable Operator will not be required to remove those portions of its Cable System required to provide telecommunications services or other non-cable service to the extent that the Cable Operator lawfully provides telecommunications services or other non-cable service over the Cable System.

(b) If a Cable Operator has failed to commence removal of its Cable System, or such part as designated by the City, within 120 days after written demand for removal is given, or if the Cable Operator has failed to complete such removal within twelve months after written demand for removal is given, the City may apply funds secured by the Franchise agreement toward removal.

11-5-27 Federal Legislation, Rules and Regulations: Franchise Subject to Amendment.

In addition to any requirements contained within this Article, all Cable Operators shall be expected to comply with all applicable provisions of the Cable Act and all other federal laws directed at controlling or regulating Cable Operators, and any rules and regulations issued pursuant to those laws. In addition, any Franchise issued pursuant to this Article shall be subject to amendment by mutual agreement of the parties to incorporate any applicable Federal legislation, rules or regulations which become effective after the date of the Franchise.

~~11-5-44.~~

11-5-28 Inter-Governmental Cooperation.

In the event that a Cable System serves areas outside the jurisdiction of the City (to include the Community), then the various jurisdictions or governmental subdivisions shall have the right to enter into one or more agreements concerning the matters covered by this Article. By way of example, it is contemplated that the members of the Community may enter into one or more agreements to assist them in regulating Cable Operators administering Franchises. These agreements may include, but shall not be limited to, the following general areas:—

- 1.— Allocation of the total Franchise Fee collected from the Cable System between the various governmental subdivisions.
—
- 2.— The Review and evaluation of (i) proposals to provide Cable Television Service, or (ii) requests for renewal of existing Franchises.
—
- 3.— Evaluations of a Cable Operator's performance.
—
- 4.— PEG Channel use.

~~Except as may be prohibited by law, a Cable Operator shall honor any agreements entered into pursuant to this section.~~

~~11-5-45.~~

11-5-29 Tampering and unauthorized reception of certain signals.-

No person shall intercept or receive, or assist in intercepting or receiving, any communications service offered over a Cable System, unless specifically authorized to do so by a Cable Operator, or as may otherwise be specifically authorized by law.

1.— (a) For purposes of this section, the term "~~assist~~assist" in intercepting or receiving["] shall include the manufacture or distribution of equipment intended by the manufacturer or distributor for the unauthorized reception of Cable Service.

2.— (b) Without securing permission from a Cable Operator, or making payment to a Cable Operator, then no person shall be authorized to make any connection with any part of a Cable System for the purpose of receiving or intercepting; or assisting others to receive or intercept any Cable Service provided lawfully by a Cable Operator.

3.— (c) No person shall be authorized to willfully tamper with, remove or damage any facilities used for the distribution of Cable Service.

~~4.~~ (d) Any violation of this section ~~is a Class I violation.~~

~~11-5-46. Severability.~~ shall constitute a misdemeanor and upon conviction shall be subject to a fine of up to \$100. Each day that the violation continues shall be considered a separate offense.

11-5-30 Severability.

The provisions of this Article will be deemed severable, and if any provision of this Article is held illegal, void, or invalid under applicable law, that provision may be changed to the extent reasonably necessary to make the provision legal, valid and binding. If any provision of this Article is held illegal, void or invalid in its entirety, the remaining provisions of this Article will not be affected.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE BY AMENDING CHAPTER 11, ARTICLE 5, DEALING WITH CABLE TELEVISION SYSTEMS AND THE ISSUANCE OF FRANCHISES TO OPERATORS OF CABLE TELEVISION SYSTEMS, ALLOWING FOR THE USE OF RIGHTS-OF-WAY FOR CABLE TELEVISION SYSTEMS, AND REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE WHICH ARE INCONSISTENT WITH THIS ORDINANCE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 11 of the Scottsbluff Municipal Code is amended by revising a new Article 5 Cable Television, as follows:

“11-5-1 Purpose.

The purpose of this Article is to:

- (a) establish a local policy concerning cable television;
- (b) establish Franchise procedures and standards which encourage the growth and development of Cable Systems which assure that Cable Systems are responsive to the needs and interests of the City;
- (c) establish guidelines for the exercise of local authority with respect to the regulation of Cable Systems;
- (d) establish an orderly process for Franchise renewal which protects Cable Operators against unfair denials of renewal where an Operator’s past performance and proposal for future performance meet the standards set by the FCC and this Article;
- (e) promote competition in cable communications and minimize unnecessary regulations that would impose undue burdens on Cable Systems;
- (f) provide for access and inspection of a Cable Operator’s records in order to monitor compliance with local, State and Federal laws, and any Franchise agreement;
- (g) enforce customer service standards;
- (h) provide a construction and installation policy for a Cable Operator’s system;
- (i) provide for the health, safety and welfare of the citizens of the City in light of the Cable Operator’s construction, operation and maintenance;

- (j) provide for emergency override capability, so that citizens of the City may be warned of a potential, imminent, or actual Emergency situation that exists in the area;
- (k) create a procedure for collecting and monitoring Franchise Fees; and
- (l) create a default and revocation procedure for Cable Operators.

11-5-2 Definitions.

As used in this Article or in any Franchise issued pursuant to this Article, the following terms shall have the following definitions:

- (a) "Affiliate" means another person or Entity who owns or controls, is owned or controlled by, or is under common ownership or control with, the person or Entity.
- (b) "Applicant" means a person or Entity submitting an application or proposal to the City for a Franchise to operate a Cable System under the terms and conditions of this Article and any State or Federal regulations.
- (c) "Auxiliary Equipment" means equipment supplied by a Cable Operator which enhances or assists in the reception or provision of Cable Service.
- (d) "Basic Cable Service" means any Service Tier which includes the retransmission of local television broadcast signals.
- (e) "Cable Act" means the Cable Communications Policy Act of 1984, as amended, which is codified as 47 U.S.C. §§ 521, et. seq., or any future federal legislation concerning the subject matter provided for in the Cable Act.
- (f) "Cable Operator" means any person or Entity which:
 - (1) provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in that Cable System; or
 - (2) otherwise controls or is responsible for, through any arrangement, the management and operation of a Cable System.
- (g) "Cable Service" means:
 - (1) the one-way transmission to Subscribers of: (i) Video Programming or (ii) Other Programming Service; and
 - (2) Subscriber interaction, if any, which is required for the selection or use of Video Programming or Other Programming Service.

(h) "Cable System" means a facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes Video Programming, and which is provided to multiple Subscribers within the City; provided, however, this shall not include:

- (1) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations;
- (2) a facility that serves Subscribers without using any Public Way;
- (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of title II of the Cable Act, except that the facility shall be considered a Cable System (other than for purposes of § 621(c) of the Cable Act) to the extent the facility is used in the transmission of Video Programming directly to Subscribers; unless the extent of such use is solely to provide interactive on-demand services.
- (4) an open video system that complies with § 653 of the Cable Act.
- (5) any system exempted under the Cable Act.

(i) "Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel.

(j) "Charge" means a one-time or non-regularly occurring cost paid by the Subscriber, and which is associated with the installation, maintenance, service or repair of the Cable Service.

(k) "City" means the City of Scottsbluff, Nebraska and includes any areas annexed to the City after this date. "Council" means the City Council of the City of Scottsbluff. "Mayor" means the Mayor of the City of Scottsbluff. "City Manager" means the City Manager of the City of Scottsbluff.

(l) "Community" shall mean the geographic area within the municipal limits of Gering, Nebraska, Terrytown, Nebraska and Scottsbluff, Nebraska and any portions of Scotts Bluff County, Nebraska, which are served by a Cable System serving any portion of those municipalities or county.

(m) "Emergency" means an imminent, impending, or actual natural or humanly induced situation where the health, safety or welfare of all, or a representative portion, of the residents of the City is threatened. An Emergency (by illustration) may include a snowstorm, flood, tornado, severe thunderstorm, hazardous waste infiltration, petroleum, munitions or nuclear explosion, or aircraft crash.

(n) "Easement" means and shall include any public easement or other compatible use created by dedication or by other means, to the City for public utility or other purposes including cable television. "Easement" shall include a private easement used for the provision of Cable Service.

(o) "Entity" shall mean a partnership, joint venture, corporation, limited liability company or such other form of conducting business authorized by State law.

(p) "FCC" means the Federal Communications Commission or any successor governmental entity.

(q) "Franchise" means the authorization issued by the City which authorizes a non-exclusive right to construct, operate and maintain a Cable System within the City.

(r) "Franchise Fee" includes any tax, fee, or assessment of any kind imposed by the City on a Cable Operator or Subscriber, or both, solely because of their status as such. "Franchise Fee" does not include:

(1) any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators or their services but not including a tax fee, or assessment which is unduly discriminatory against Cable Operators or Subscribers);

(2) Agreed upon capital costs incurred by the Cable Operator for PEG, or governmental access facilities;

(3) requirements or charges incidental to the awarding or enforcing of a Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages; or

(4) any fee imposed under the copyright laws of the United States.

(s) "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by a Cable Operator from the operation of a Cable System within the City. Gross Revenue does not, however, mean (i) any taxes, fees or assessments collected by a Cable Operator from Subscribers for pass-through to a government agency (including sales taxes, Franchise Fees or FCC user fees); (ii) unrecovered bad debt or bona fide credits, refunds and deposits paid to Subscribers; (iii) revenues from activities exempted under the Cable Act or by the FCC, and (iv) PEG Channel Support recovered from Subscribers.

(t) "Other Programming Service" means information that a Cable Operator makes available to all Subscribers generally.

(u) "PEG Channel" means a public, educational or governmental Channel which is carried on a Cable System.

(v) "Permit" means a written authorization issued to a Cable Operator by the City, other than a Franchise.

(w) "Public Way" means any public street, public place, public Easement or right-of-way dedicated to the public use.

(x) "Reporting Quarter" shall mean a Cable Operator's fiscal quarter as reported to the City. If a Cable Operator does not report to or notify the City concerning the dates of its fiscal quarters, then the "Reporting Quarters" for a Cable Operator shall be considered to be the periods ending on the last day of March, June, September and December of each calendar year.

(y) "School" shall mean any K-12 school operated within the City by any public school system.

(z) "Service Tier" means a category of Cable Service or Other Services provided by a Cable Operator, and for which a separate rate is charged.

(aa) "State" means the State of Nebraska.

(bb) "Subscriber" means a person lawfully receiving Cable Service delivered by a Cable Operator.

(cc) "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

(dd) "Video Programming Provider" means a provider of Video Programming which is authorized by the City or applicable law to utilize the Public Way to provide video programming to residents of the City.

It is intended that the definitions of any of the terms which are also defined in the Cable Act be consistent with the corresponding Cable Act definitions. In the event that it is determined that any of the above definitions are inconsistent with the Cable Act, then the definitions contained in the Cable Act shall control.

11-5-3 Administration; delegation of powers and authority.

Unless prohibited by Federal or State law, the Council may delegate its powers and authorities with respect to a Cable Operator to one or more duly authorized representatives of the City, including the Mayor, the City Manager, a Cable Advisory Committee or an outside consultant; provided, however, the Council may never delegate its power to franchise or to revoke a Franchise to another person.

11-5-4 Cable Operator; applicability.

Unless exempted entirely or in part from this Article or any of its provisions or granted relief by the Council from any of its provisions, then this Article shall be applicable to all Cable Operators.

11-5-5 Video Programming; exemptions.

A provider of Video Programming shall not be considered as a Cable Operator and subject to this Article if the provider does not use or cross any Public Way. An exempted person or Entity remains exempted only as long as it meets the above criteria. An exempted person or Entity is, however, expected to abide by, and comply with, any other applicable City, County, State and Federal laws and regulations, including any applicable Federal or State consumer protection or consumer service laws and regulations.

11-5-6 Same; request for relief by Cable Operator.

Any Cable Operator may file a written petition, at any time, with the City requesting relief from one or more provisions of this Article. The relief requested may specifically include the delay in implementation (as to the petitioning Cable Operator only) of one or more provisions of this Article. In order to receive any relief from one or more of the provisions of this Article, a Cable Operator must satisfactorily demonstrate to the Council that at least one of the following facts exist:

- (a) the provision and/or requirement is expressly prohibited by Federal law, the FCC or State law; or
- (b) that the provision in question materially affects, and is in conflict with an expressed right that is specifically noted in an existing Franchise agreement (but only for the term of the existing Franchise); or
- (c) that the imposition of the provisions and/or requirements will create an undue economic hardship on the Cable Operator so as to imperil or eliminate the Cable Operator's ability to provide Cable Service to a majority of current Subscribers.
- (d) As an alternative to requesting relief, a Cable Operator may petition for clarification as to the precise intent and effect that one or more provisions or sections of this Article has on the petitioning Cable Operator.

If the Council grants relief to a Cable Operator, then the Franchise agreement shall be amended to reflect the extent of the relief.

11-5-7 Inconsistencies with Federal or State Law.

If any provision or section of this Article is inconsistent with any provision or section of a Federal or State rule, regulation, or law, then the Federal or State rule, regulation, or law shall control.

11-5-8 Notices.

Each Franchise shall designate the City's and the Cable Operator's contact person to receive notices, filings, reports, records, documents and other correspondence. All notices shall be delivered to each party's contact person either by personal service with signed receipt of delivery, certified or registered mail, return receipt requested, or by recognized overnight delivery service with receipt verification. All other filings, reports, records, documents, and other correspondence may be delivered by any permissible means including, but not limited to: personal service, overnight mail, email or facsimile. Delivery shall be deemed to have occurred at the time of receipt.

11-5-9 Indemnity.

Each Cable Operator shall defend, indemnify, and hold harmless the City, its officials, authorized agents and employees from any and all penalty, damage, or loss arising out of claims, suits, demands, causes of action, or award of damages which might be claimed now or in the future, which arise out of, or are caused by, the construction, erection, location, products performance, operation, maintenance, repair, installation, replacement, removal or restoration of the Cable System within the City by a negligent act or omission of the Cable Operator, its authorized agents or employees, contractors, or authorized representatives; provided, however, the Cable Operator shall not be obligated to indemnify the City for any penalty, damage or loss resulting from the willful misconduct or negligence of the City or from any use of the Cable System by the City (to include the use of PEG channels). Reasonable attorney's fees, consultant's fees, expert witness fees and other expenses of litigation are included, except as set forth in subsection (d) below, as those costs which may be recovered by the City. With respect to any request for indemnification made to a Cable Operator by the City:

- (a) The City shall give the Cable Operator written notice of its obligation to indemnify the City at least 10 calendar days prior to the deadline for responding to the claim or action, and if no such deadline exists, within 30 days of receipt of written notification of a claim or action.
- (b) The Cable Operator shall then have the right to defend, settle or compromise any such claims at the Cable Operator's expense and with the assistance of counsel of the Cable Operator's choice. The City shall provide reasonable cooperation in connection with the defense subject to the Cable Operator's obligation to reimburse the City for actual out-of-pocket expenses incurred by the City as the result of a request by the Cable Operator.
- (c) If the Cable Operator fails to defend a claim within a reasonable time, the City shall be entitled to assume the defense and the Cable Operator shall be bound by the results and shall be liable to the City for the damages incurred by the City to include the costs referred to above as recoverable by the City.
- (d) If a Cable Operator obtains counsel for the City, and/or its officials, agents and employees, then any one of them shall have the right to approve counsel, which approval

shall not be unreasonably withheld. The City, its officials, agents and employees shall have the right to retain counsel of their own at their own expense.

11-5-10 Insurance.

A Cable Operator shall secure and maintain, for as long as it provides Cable Service, insurance coverage (the "Insurance") in at least the following limits:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$2,000,000 per occurrence, Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned and non-owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

(a) The Insurance shall specifically include the City as an additional insureds with respect to any liability arising out of the Cable Operator's performance.

(b) The Insurance shall be issued by one or more companies licensed to do business in the State.

(c) The Insurance shall contain an endorsement obligating the insurance company to furnish the City with reasonable written advance notice of the cancellation of the insurance.

(d) Before a Cable Operator provides Cable Service, the Cable Operator shall deliver the policies or certificates representing the Insurance to the City. Renewal or replacement policies or certificates shall be delivered to the City prior to the expiration of the then existing Insurance.

11-5-11 Performance Bond.

A Cable Operator shall comply with the following bonding requirements:

(a) A construction/completion bond shall be furnished prior to the time that a Cable Operator commences a construction, upgrade, rebuild, or repair/maintenance project that has a capital construction cost or outlay exceeding \$50,000 in value where the construction takes place in one or more Easements or in the Public Way; provided, however, the following shall not be considered in determining whether a project exceeds \$50,000: (i) the cost attributable to any portion of the construction that utilizes aerial facilities consisting of existing poles owned by the Cable Operator or other utilities, or (ii) construction within a new subdivision where the construction of facilities is coordinated with the developer of the subdivision. The amount of the bond shall equal at least 90% of the projected capital construction cost or outlay, but shall

not exceed \$250,000. The construction/completion bond shall remain in force at all times until one year after completion of construction as determined by the City, unless relief is granted, or a reduction schedule is detailed in an agreement between the City and the Cable Operator.

(b) Any construction/completion bond shall specifically guarantee that a Cable Operator will timely abide by its construction, upgrade, rebuild, or repair/maintenance schedule for the Cable System and/or any time table for technical and service improvements or additions to the Cable System as may be committed to, or agreed upon, from time to time by the City and the Cable Operator.

(c) If the City draws on a bond as a result of a Cable Operator's failure to timely discharge its obligations, or failure to construct and activate the Cable System, or failure to complete a Cable System upgrade or rebuild or repair/ maintenance project, then the Cable Operator shall replenish the bond within 30 days to the level required in this section.

(d) The Council may authorize a Cable Operator to substitute a Cash Deposit, Letter of Credit, or a Guaranty of another person or Entity for any of the bonds provided for in this section; provided, however, the person or Entity providing a Letter of Credit or Guaranty, and the form of the Letter of Credit or Guaranty, shall be subject to the approval of the City Council in its sole discretion.

11-5-12 Furnishing of Reports.

(a) A Cable Operator's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Cable Operator's policy in connection with its Subscribers shall be filed with the City upon request.

(b) Upon written request of the City, a Cable Operator shall furnish, at no cost to the City, copies of any or all non-confidential filings with the FCC and the United States Copyright Office within 30 days of the request.

11-5-13 Records.

A Cable Operator shall keep complete and accurate records concerning the business and operations of the Cable System. In addition:

(a) The City by its authorized representatives shall have the right, on reasonable advance written notice, to review all records pertaining to a Cable Operator's cable operations with respect to the City as are reasonably necessary to determine a Cable Operator's compliance with the Franchise. Such notice shall specifically reference the section(s) of the Franchise or the Cable Ordinance for which the review is requested. The Cable Operator agrees that it will furnish the information requested electronically or make it available for the City's review, to the City within 30 days of the request.

(b) Non-revenue financial records will only be requested in the aggregate on a summary prepared by the Cable Operator.

(c) The City acknowledges the sensitivity of a Cable Operator's records and will request this information only on as needed basis and will treat this information as confidential and proprietary to the fullest extent allowed by law. The Cable Operator shall not be required to produce any records in violation of the Cable Act or any other applicable law. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by State and federal law, it shall deny access to any of a Cable Operator's records marked confidential to any person.

(d) The City shall have the right to hire, at its own expense, an independent certified public accountant, or other business or financial expert, to review the records of a Cable Operator pertaining to revenue information.

(e) If after a review or audit of a Cable Operator's records, it is discovered that the Cable Operator has underpaid the City by an amount that exceeds the greater of (i) \$2500, or (ii) 3% of the total amount paid for any Reporting Quarter, then the City may require the Cable Operator to reimburse the City for the actual cost of the audit, in addition to the amount of underpayment; provided, however, no such reimbursement shall be required if the reason for the underpayment is due to the annexation of additional areas into the City, for which notification of the annexation was not provided to a Cable Operator.

(f) A cable Operator shall not be required to maintain any records for Franchise compliance purposes longer than 4 years, except for written service complaints, which shall be kept for 1 year.

(g) A Cable Operator shall maintain a full and complete set of plans, records and strand maps showing the location of the Cable System.

11-5-14 Customer Service.

A Cable Operator shall comply with the following customer service requirements:

(a) A Cable Operator shall comply with the customer service standards as provided for in the FCC Regulations, as may be amended from time to time. This Section shall be considered as notice to Cable Operators of the City's election to enforce those standards.

(b) A Cable Operator shall (i) maintain a customer service facility within the boundaries of the City staffed by customer service representatives that have the capacity to accept payment, adjust bills, respond to repair, installation, reconnection, disconnection, or other service calls; distribute or receive converter boxes, remote control units, or other equipment related to the provision of cable or video service; or (ii) provide customers with bill payment facilities through retail, financial, or other commercial institutions located within the boundaries of the City; or (iii) provide an address, toll-free telephone number or electronic address to accept bill payments and correspondence, and provide secure collection boxes for the receipt of bill

payments and the return of equipment, provided that if a Cable Operator provides secure collection boxes, it shall provide a printed receipt when items are deposited; or (iv) provide an address, toll-free telephone number or electronic address to accept bill payments and correspondence, and provide a method for customers to return equipment to the Cable Operator at no cost to the customer.

(c) A Cable Operator shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

(d) A Cable Operator shall comply with all Federal and State laws and regulations concerning special service requirements for disabled, sight or hearing impaired or ambulatory impaired Subscribers.

(e) A Cable Operator shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Cable Operator's name, address and local or toll-free telephone number. To the extent required by applicable law, a Cable Operator shall give the City 30 days' prior notice of any rate increases, channel lineup or other substantive service changes.

(f) A Cable Operator shall abide by any, and all, Subscriber privacy rules or regulations under Federal or State law.

11-5-15 Preferential or Discriminatory Practices Prohibited.

A Cable Operator shall not deny Cable Service, deny access, or otherwise discriminate, nor subject any person to prejudice or disadvantage on the basis of age, race, creed, color, sex, national origin, handicap, or religious affiliation. Cable Operators shall not deny Cable Service, or the extension of Cable Service, to any group of potential residential cable Subscribers because of the income of the residents of the local area in which such group resides. The provisions of this section shall not, however, prohibit a Cable Operator from:

(a) offering bulk rate discounts or promotions.

(b) denying service based on location of residence, if that residence is outside the parameters for line extension, or standard installations, as provided for in this Article or the Cable Operator's Franchise.

11-5-16 Construction and Use of Public Ways.

All facilities of a Cable Operator shall be located, installed and maintained so as not to endanger or unnecessarily interfere with usual and customary use, traffic and travel upon Public Ways and Easements, and according to any Public Way or Easement use standards established by the City. In addition:

(a) A Cable Operator shall construct, operate, maintain and repair its Cable System in compliance with all current technical codes adopted by the City, the State and the FCC, as are customary to the cable television industry. To the extent that these are inconsistent with other provisions of a Franchise, or State or local law, then the more stringent shall govern in order to protect the public health, safety and welfare.

(b) A Cable Operator shall obtain all required Permits from the City before commencing any work requiring a Permit, including the opening or disturbance of any Public Way.

(c) All facilities of a Cable Operator shall be installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Cable Operator shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public, to include barricades, flags, lights or other devices as are reasonably required for public safety.

(d) A Cable Operator shall use existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on Public Ways without obtaining all Permits required by the City. Any poles or other fixtures placed in any public way by the Cable Operator shall be placed in such a manner as not to interfere with the usual travel on such public way.

(e) The Cable Operator shall, at its own expense, restore any damage or disturbance caused to the Public Way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Public Way immediately prior to such damage or disturbance.

(f) If a Cable Operator's system creates a hazardous or unsafe condition or an unreasonable interference with property, then the Cable Operator shall at its own expense voluntarily, or upon request of the City, remove or move, as appropriate, that part of the system that creates the hazardous condition.

(g) A Cable Operator shall not place equipment where it will interfere with the rights of property owners or with other public utility services or any other service facility that benefits the City or its residents' health, safety or welfare.

(h) A Cable Operator shall, at its expense, protect Public Ways and Easements, and support or temporarily disconnect or relocate in the same Public Way, any property of the Cable Operator when necessitated by reason of: traffic conditions, public safety, a street closing, street construction or resurfacing, change or establishment of a street grade, installations of other City utility services, or any improvement, construction or repair related to health, safety or welfare. Except in case of Emergency, the City shall provide at least 10 days written notice to the Cable Operator of the need for a relocation or temporary disconnection. In addition, the City shall have the right to remove any of the Cable Operator's facilities in the

event of Emergency, and no charge shall be made by the Cable Operator to the City for restoration and repair, unless such acts amount to gross negligence by the City.

(i) If the City elects to alter or change the grade of any Public Ways, the Cable Operator upon reasonable notice from the City, shall relocate any portions of its Cable System impacted by the City's Public Way alterations, at the Cable Operator's expense.

(j) A Cable Operator shall, at the request of any person holding a lawful permit issued by the City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Cable Operator, provided that the expense of doing so is paid by the person making the request and the Cable Operator is given reasonable advance written notice to prepare for such changes. The Cable Operator may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than 10 business days in the event of a temporary relocation and no less than 120 days for a permanent relocation.

(k) A Cable Operator shall have the authority to trim trees in the Public Way at its own expense as may be necessary to protect its wires and facilities.

(l) In those areas of the City where transmission or distribution of both telephone and power companies are underground or are later placed underground, a Cable Operator's feeder and Subscriber drops shall also be placed underground. To the extent reasonably possible, a Cable Operator shall coordinate the joint use of facilities with the telephone and power companies. Subscriber drops shall be buried within a reasonable time period, subject to weather conditions.

11-5-17 Technical Standards.

A Cable Operator shall comply with any rules and regulations of the FCC concerning technical operation, signal quality, consumer electronics equipment compatibility and performance monitoring.

11-5-18 Emergency Alert System.

A Cable Operator shall comply with all applicable federal statutes, rules and regulations with respect to Emergency Alert Systems.

11-5-19 Service Area and Expansion.

Cable Service shall be provided as follows:

(a) A Cable Operator shall make Cable Service distributed over its Cable System available, at a charge which does not exceed the Cable Operator's normal rate for standard installations, to every residence within any area within the City where there is a minimum density of at least 30 residences per lineal strand mile of cable as measured from the Cable Operator's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such

request for service; provided, however, (i) such installation shall be financially and technically feasible, (ii) the Cable Operator shall have legal access to the Subscriber's location, and (iii) the Subscriber shall be within 125' of the Cable Operator's existing distribution system.

(b) Notwithstanding the above, a Cable Operator shall have the right, but not the obligation, to extend the Cable System into any other area of the City and to make Cable Service available to residential subscribers or to businesses, upon such terms and conditions as determined by the Cable Operator.

11-5-20 Franchise.

No person or Entity, other than the City, shall be permitted to construct, operate or maintain a Cable System where any part of the Cable System's facilities to occupy or cross Public Ways without first having entered into a Franchise. With respect to all Franchises:

(a) The City may award one or more non-exclusive Franchises; provided, however, anytime (i) a Franchise is issued, (ii) the City otherwise grants a permit to a Video Programming Provider, which contains terms that are more favorable to a particular Cable Operator or Video Programming Provider, or (iii) the City constructs, operates, or maintains its own Cable System within the City limits, then the City shall, within 30 days of a written request from another Cable Operator or Video Programming Provider, modify that Cable Operator's Franchise or Video Programming Provider authorization to insure that the obligations applicable to any one Cable Operator or Video Programming Provider are no more burdensome than those imposed on one or more competing Cable Operators or Video Programming Providers or the City's own Cable System. If the City fails to make modifications consistent with this requirement, the requesting Cable Operator's Franchise or Video Programming Provider's authorization shall be deemed so modified 30 days after the initial written request.

(b) An Applicant shall be selected as part of a public proceeding and hearing which affords due process to both the City and the Cable Operator. If the Applicant is selected as a Cable Operator, then the Applicant will enter into a Franchise agreement with the City.

(c) Unless prohibited by law, the City reserves the right to construct, operate or maintain its own Cable System within the City limits, provided the city shall regulate all Cable Operators, Video Programming Providers, and its own Cable System in a competitively neutral and nondiscriminatory manner.

(d) If the Council awards a Franchise to an Applicant, or approves a proposal for renewal of a Franchise, then a Franchise agreement shall be signed. A newly franchised Cable Operator may not lay any cable until the Franchise agreement is executed by the Cable Operator and the City. At a minimum, a Franchise agreement shall contain provisions for the following:

- (1) the term or duration of the Franchise;
- (2) an agreement to comply with this Article;

- (3) any applicable construction, upgrade or rebuild schedule; and
 - (4) any applicable build-out and density standard.
- (e) Upon entering into a Franchise, a Cable Operator may construct, install, maintain, operate, repair, replace, remove, or restore a Cable System within the City. In so doing:
- (1) The Cable Operator may utilize the Public Ways and those Easements dedicated to the public use.
 - (2) The Cable Operator shall be responsible for obtaining its own Easements for private property and pole attachment agreements with other utilities.
- (f) The term of a Franchise may be for a period not to exceed 10 years from the date that a Franchise, or a Franchise renewal, is approved by the Council. Proceedings for the renewal of a Franchise shall be governed by the applicable provisions of the Cable Act.

11-5-21 Franchise Fees.

Each Cable Operator shall pay to the City a Franchise Fee equal to 5% of the Gross Revenues of the Cable Operator. The City reserves the right at any time, upon 90 days' notice to all Cable Operators, to amend this section so as to increase the Franchise Fee to the maximum rate allowable under Federal law, in the event that the maximum rate is increased. It is intended that the Franchise Fees will promote the health, safety and welfare of the citizens of the City. Accordingly, the Franchise Fee shall be deposited into the general revenues of the City, unless otherwise specified.

- (a) The Franchise Fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise, consistent with Federal law.
- (b) Within 45 days after the end of each Reporting Quarter, a Cable Operator shall file with the City a detailed financial and revenue report showing the Gross Revenues received by the Cable Operator for operations within the City during the proceeding Reporting Quarter. The report shall include Gross Revenue from all sources upon which a Franchise Fee is payable. Gross Revenue may be reported in the aggregate by general service type or source.
- (c) In the event that payment is not made within 60 days after the end of a Reporting Quarter, then the Cable Operator may be declared in default of the Franchise, and the City may take action against the Cable Operator as authorized in this Article.
- (d) The acceptance of any payment shall not be construed as a release of, or an accord or satisfaction of, any claim that the City might have for further or additional sums payable under the terms of this Article, or for any other performance or obligation of a Cable Operator.

(e) Payments of compensation made by a Cable Operator to the City pursuant to this Article shall be considered in addition to any and all taxes of general applicability owed to the City by the Cable Operator that are not included as Franchise Fee under Federal law.

(f) A Franchise Fee shall not be payable on any Gross Revenue source(s) which are excluded by Federal law.

11-5-22 Assignment of Franchise.

A Cable Operator's Franchise may not be assigned in whole or in part without the City's prior written approval. For purposes of this paragraph, "Assigned" or "Assignment" shall mean the transfer, sale, or any other form of assignment of a Cable System, to include any transaction or action which effectively or actually changes ownership from one person or Entity to another to include the transfer of 50% or more of the ownership interest of an Entity or the parent of an Entity. Any attempted Assignment without prior written approval shall constitute a default in the Franchise. A proposed Assignment shall be subject to the following:

(a) At least 120 days before a proposed Assignment is scheduled to become effective, the Cable Operator shall make a written request to the Council for the City's approval of the proposed Assignment.

(b) The City will not unreasonably withhold its consent to an Assignment. However, in making its determination, the Council shall consider the legal, financial and technical qualifications of the proposed assignee.

(c) Nothing in this section shall restrict the City from considering criteria established under State or Federal law, rule or regulation.

(d) Before an Assignment is approved by the City, the proposed assignee shall sign a statement indicating that it has read, understands, and intends to abide by any existing Franchise agreement.

(e) The City may include certain amendment(s) to the Franchise or this Article as a condition to the Assignment; provided, however, any such amendment(s) shall either (i) be by mutual agreement between the City and the proposed assignee, or (ii) shall not have a material adverse effect on the rights and obligations of the Cable Operator under the Franchise.

(f) In the event of any approved Assignment, the assignee shall assume all obligations and liabilities of the former Cable Operator.

(g) The City's consent to an Assignment shall not relieve the former Cable Operator of its liability under the Franchise agreement until the Assignment actually takes place unless specifically relieved by Federal or State law or by the Council at the time an Assignment is approved. In the event of an Assignment, the former Cable Operator shall remain liable for any Franchise Fees incurred as of the time that the Assignment is effective for the period governed by the applicable statute of limitations.

(h) If the Cable Operator has provided the City with all information as required by this section or the FCC in a timely manner, and the City has not taken action on the Cable Operator's request for transfer within 120 days after receiving such request, consent by the City shall be deemed given.

Consent shall not be required for an Assignment to a wholly-owned subsidiary Entity of a Cable Operator or the current parent Entity of a Cable Operator, whether the ownership is direct or indirect, such as through other wholly-owned intermediate subsidiaries. In addition, consent shall not be required for the granting of a security interest in the Cable Operator's system including its Franchise. However, if the holder of the security interest repossesses, forecloses or takes other action concerning its collateral, it shall dispose of the Cable System within a reasonable period of time and the disposition by the holder of the security interest shall be considered an Assignment subject to the provisions of this section.

11-5-23 Educational and Governmental Access.

To the extent permitted by law, and in order to fulfill a public, educational and governmental access policy that will facilitate the long range needs of the City, each Cable Operator shall provide at its own expense one PEG Channel under the control of the City. The following shall apply to the PEG Channel:

(a) The City is solely responsible for the content it provides over the PEG Channel. The Cable Operator shall not exercise any editorial control over any programming of the PEG Channel and shall also not be subject to any civil or criminal liability for any programs carried on the PEG Channel.

(b) The PEG Channel may be placed on any tier of service available to all Subscribers, including the digital tier. The City shall provide programming on the PEG Channel to occupy 70% of the hours between 11 a.m. and 11 p.m. for any twelve consecutive week period. In the event that the above the programming levels are not maintained or if the City does not adequately use the channel, the Cable Operator reserves the right to have the channel returned to the Cable Operator for the Cable Operator's use. If at any later time, which must be at least one year from the return of the PEG Channel to the Cable Operator, the City desires to utilize the PEG Channel, it may notify the Cable Operator of its desire to do so, and the PEG Channel shall be made available to the City within 30 days of the request. The above programming requirements shall apply with respect to continuance of the PEG Channel by the City.

(c) If the City is utilizing the PEG Channel and is also using any of the following locations for signal input, signal input locations shall be provided at City Hall. Only those signal input locations actually being used shall be required.

(d) Cable Operators may interconnect their cable systems for the purpose of sharing PEG access programming, provided that the Cable Operators are able to reach agreement for the

interconnection. Nothing in this paragraph should be construed as requiring a Cable Operator to add additional PEG Channels.

11-5-24 Public Service.

A Cable Operator shall furnish, upon request, and subject to applicable law, one outlet for public buildings as identified in a Cable Operator's Franchise. With respect to this service:

(a) The Cable Service provided pursuant to this section shall not be used for commercial purposes and shall not generally be available for public viewing. The City shall take reasonable precautions to prevent any use of the Cable System that results in the inappropriate use or any loss or damage to the Cable System.

(b) The City shall hold the Cable Operator harmless from any and all liability or claims arising out of the provision and use of Cable Service to City buildings.

11-5-25 Default.

When a Cable Operator violates a provision of this Article, or acts so as to compromise the legal, financial or technical integrity and/or stability of the Cable System or the Cable Operator itself, in either case, to a degree that the interests of the Subscribers are negatively affected, then a Cable Operator shall be considered in default of this Article.

(a) Examples of a default shall include, but are not limited to: bankruptcy (except for a reorganization as long as the Cable Operator is in compliance with an approved plan or other court order), insolvency, failure to pay taxes or Franchise Fees, failure to receive written City approval for an Assignment, or failure to substantially abide by the terms and conditions of the Franchise agreement or this Article, to include the failure to operate its Cable System. Provided:

(1) It is not the City's intention to subject a Cable Operator to penalties, fines, forfeitures or revocation of a Franchise for violations where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the City, or where strict performance would result in practical difficulties and hardship to a Cable Operator which outweighs the benefit to be derived by the City and/or Subscribers.

(2) Events in the nature of force majeure or conditions which cannot be corrected because they are matters reasonably beyond the ability of the affected Cable Operator to anticipate and control shall not be considered a default. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which a Cable Operator's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary; provided, however, such noncompliance shall only be excused for as long as the Cable Operator is reasonably pursuing compliance.

(b) In the event that a default occurs, the City shall provide written notice of the default to the affected Cable Operator. The notice of default shall specify the violation(s).

(c) The Cable Operator shall have 30 days from the receipt of the written notice to bring itself into compliance so that it is no longer in default of its Franchise or this Article, as the case may be; provided, however, if by the nature of default, the default cannot be cured within this 30 day period, the Cable Operator shall initiate reasonable steps to remedy the default and notify the City of the steps being taken and the projected date that they will be completed.

(d) If the Cable Operator fails to cure its default within the time period provided for above, the matter shall be set for public hearing before the Council to be held within 75 days after the notice of default was mailed to the Cable Operator. Written notice of the time and place of the public hearing shall be sent to the Cable Operator at least 20 days prior to the date of the hearing.

(e) At the hearing, the Cable Operator shall have an opportunity to state its position on the matter, present evidence and question witnesses. If the Cable Operator fails to attend the hearing where a continuance of the hearing has not been granted by the Council, then the Cable Operator may be declared in default of the Franchise agreement.

(f) If the default has not been resolved by the time of or as a result of the hearing, the Council may, after the public hearing, direct the Cable Operator to take corrective action within a specified period of time, or may declare the Cable Operator in default of the Franchise agreement, and revoke or terminate the Franchise. The Council's action shall be delivered to the Cable Operator in writing within 15 days of the Council's action.

(g) If the Council directs corrective action to be taken and the Cable Operator does not rectify the default within the time specified, then the Council may without further notice declare the Cable Operator to be in default and revoke or terminate the Franchise.

(h) If the Cable Operator fails to comply with any determination by the Council, which determination is not stayed or overturned by order of an appropriate court, then the City shall have any and all remedies available to it by law, provided the Cable Operator may continue to operate the Cable System until all legal appeals procedures have been exhausted.

11-5-26 Removal of Cable System.

(a) In the event of termination or forfeiture of the a Franchise Agreement or abandonment of a Cable Operator's Cable System, the City may require the Cable Operator to remove all or any portion of its Cable System from all Public Ways; provided, however, that the Cable Operator will not be required to remove those portions of its Cable System required to provide telecommunications services or other non-cable service to the extent that the Cable Operator lawfully provides telecommunications services or other non-cable service over the Cable System.

(b) If a Cable Operator has failed to commence removal of its Cable System, or such part as designated by the City, within 120 days after written demand for removal is given, or if the Cable Operator has failed to complete such removal within twelve months after written demand for removal is given, the City may apply funds secured by the Franchise agreement toward removal.

11-5-27 Federal Legislation, Rules and Regulations; Franchise Subject to Amendment.

In addition to any requirements contained within this Article, all Cable Operators shall be expected to comply with all applicable provisions of the Cable Act and all other federal laws directed at controlling or regulating Cable Operators, and any rules and regulations issued pursuant to those laws. In addition, any Franchise issued pursuant to this Article shall be subject to amendment by mutual agreement of the parties to incorporate any applicable Federal legislation, rules or regulations which become effective after the date of the Franchise.

11-5-28 Inter-Governmental Cooperation.

In the event that a Cable System serves areas outside the jurisdiction of the City (to include the Community), then the various jurisdictions or governmental subdivisions shall have the right to enter into one or more agreements concerning the matters covered by this Article. By way of example, it is contemplated that the members of the Community may enter into one or more agreements to assist them in regulating administering Franchises. These agreements may include, but shall not be limited to, the following general areas:

1. Allocation of the total Franchise Fee collected from the Cable System between the various governmental subdivisions.
2. The Review and evaluation of (i) proposals to provide Cable Television Service, or (ii) requests for renewal of existing Franchises.
3. Evaluations of a Cable Operator's performance.
4. PEG Channel use.

11-5-29 Tampering and unauthorized reception of certain signals.

No person shall intercept or receive, or assist in intercepting or receiving, any communications service offered over a Cable System, unless specifically authorized to do so by a Cable Operator, or as may otherwise be specifically authorized by law.

(a) For purposes of this section, the term "assist in intercepting or receiving" shall include the manufacture or distribution of equipment intended by the manufacturer or distributor for the unauthorized reception of Cable Service.

(b) Without securing permission from a Cable Operator, or making payment to a Cable Operator, then no person shall be authorized to make any connection with any part of a Cable System for the purpose of receiving or intercepting or assisting others to receive or intercept any Cable Service provided lawfully by a Cable Operator.

(c) No person shall be authorized to willfully tamper with, remove or damage any facilities used for the distribution of Cable Service.

(d) Any violation of this section shall constitute a misdemeanor and upon conviction shall be subject to a fine of up to \$100. Each day that the violation continues shall be considered a separate offense.

11-5-30 Severability.

The provisions of this Article will be deemed severable, and if any provision of this Article is held illegal, void, or invalid under applicable law, that provision may be changed to the extent reasonably necessary to make the provision legal, valid and binding. If any provision of this Article is held illegal, void or invalid in its entirety, the remaining provisions of this Article will not be affected.”

Section 2. All ordinances or parts of ordinances passed and approved prior to passage, approval and publication of this ordinance in conflict herewith are now repealed.

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

PASSED AND APPROVED on _____.

Mayor

ATTEST:

City Clerk (Seal)

Approved by: _____

City Attorney

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Resolut.2

Council to consider an Ordinance updating utility user fees, including water and sewer fees, solid waste collection and surcharge for storm water.

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING SEWER USER FEES AT CHAPTER 6 ARTICLE 6, INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS, AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT CHAPTER 6 ARTICLE 6, AND WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE 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 6-6-19 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 \$44~~5.44~~⁷⁷ 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 \$3.29~~39~~ 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 billings after December 28~~7~~⁹, 2018~~9~~.

Section 2. Section 6-6-20 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-20. Private water supply.

With respect to users having a private water supply which is discharged into the City's sanitary sewer system, sewer service charges shall be calculated as follows:

(1) Commercial and industrial users shall meter their water supply at their expense and their sanitary sewer use charge shall be based on the quantity of water consumed on the premises from all sources.

(2) Single-family residential users within the city limits shall pay \$54~~6.39~~⁰² per bimonthly period.

(3) Single-family residential users outside the city limits shall pay \$9+3.06~~79~~ per bimonthly period.

(4) Multi-family residential users shall pay \$78~~80.29~~⁶⁴ per dwelling unit per bimonthly period.

The rates and fees provided for in this section shall be effective with respect to all connections, installations and billings after December 28~~7~~⁹, 2018~~9~~.

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 \$3.00~~50~~ 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 \$0.54~~6~~ 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 \$1.08~~11~~ 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 connections, installations and billings after December 28~~7~~⁹, 2018~~9~~.

Section 4. Section 6-6-23 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-23. Residential.

The minimum bimonthly charges for collection and disposal service to residential units for solid waste and the single stream recycling program all of which is contained in approved containers shall be as follows, effective for all billings made after December 28~~7~~⁹, 2018~~9~~⁹:

One-family unit (including mobile homes with an individual water or sewer connection)	\$43 5.80 ¹¹
One-family two container unit (including mobile homes with an individual water or sewer connection)	\$100 3.15
The minimum requirement for one-family two container units is twelve months from the date of request for two container service.	
Multifamily structures (including mobile home parks with a single water or sewer connection)	
Bimonthly Rate Per Unit	
2 to 4 units	\$43 5.80 ¹¹
5 to 6 units	\$39 40.37 ⁵⁴
7 to 10 units	\$37 8.20 ³¹
11 to 16 units	\$35 6.01 ⁶
17 to 39 units	\$32 3.76 ⁴
40 to 59 units	\$30 1.57 ⁴⁸
60 or more units	\$28 9.47 ³²

Hotels, motels and rooming houses shall be considered as commercial establishments and shall pay charges based on the charges provided for institutional business, commercial and industrial establishments as provided in this Chapter. The charges for quantities or services which exceed those covered by the minimum charge shall be an amount equal to the reasonable cost of the service as determined by the City Manager or the designee of the City Manager.

The rates and fees provided in this section shall be effective with respect to usage for which billings are made after December 28~~7~~⁹, 2018~~9~~⁹.

Section 5. Section 6-6-24 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-24. Institutional; business; commercial; industrial.

(a) The bimonthly charges for collection and disposal of solid waste of institutional, business, commercial and industrial establishments, and solid waste in required containers at construction sites, shall be based upon the number of approved containers collected per collection. Where an establishment has its own water or sewer connection, the fact that it shares a building with another establishment, or does not occupy the entire building, shall be of no significance. The charge per approved container per collection shall be as follows:

	Each time container is emptied	Bimonthly minimum
90 gallon	\$11. 32 ⁶⁶	\$90 3.56 ²⁸
1.5 cubic yard	\$15. 10 ⁵⁵	\$120. 78 ^{\$124.40}
3.0 cubic yard	\$28 9.73 ⁵⁹	\$229 36.84 ⁷²

The rates and fees provided in this section shall be effective with respect to usage for which billings are made after December 28~~7~~⁹, 2018~~9~~⁹.

Section 6. 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:

Gallons	Rate per Thousand Gallons
Up to 10,000	\$2. 42 ⁹⁶

10,001 to 20,000	\$ 2.97 <u>1.03</u>
20,001 to 60,000	\$ 2.96 <u>1.02</u>
60,001 to 100,000	\$ 1.94 <u>2.00</u>
Over 100,000	\$ 1.92 <u>1.83</u>

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:

Water Meter Size	Minimum Charge	Gallons
5/8" or 3/4"	\$ 24.23 <u>96</u>	10,000
1"	\$ 435.94 <u>27</u>	20,000
1½"	\$ 83.22 <u>85.73</u>	40,000
2"	\$ 1126.68 <u>08</u>	55,000
3"	\$ 1806.69 <u>14</u>	90,000
4"	\$ 277.02 <u>285.37</u>	140,000
6"	\$ 392.40 <u>404.22</u>	200,000
8"	\$ 584 <u>602.56</u> <u>17</u>	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 billings after December ~~28~~7, 20189.

Section 7. Existing Sections 6-6-19, 6-6-20, 6-6-22, 6-6-23, 6-6-24 and 6-6-28, of the Scottsbluff Municipal Code are hereby repealed, provided however that the rates provided for in such prior sections shall remain effective until midnight, December ~~28~~7, 20189. This Ordinance shall not be construed to effect any cause of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

Section 8. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 20189.

Attest:

Mayor

City Clerk (Seal)

Approved as to Form:

Deputy City Attorney

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING SEWER USER FEES AT CHAPTER 6 ARTICLE 6, INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS, AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT CHAPTER 6 ARTICLE 6, AND WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE 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 6-6-19 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 \$45.77 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 \$3.39 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 billings after December 27, 2019.

Section 2. Section 6-6-20 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-20. Private water supply.

With respect to users having a private water supply which is discharged into the City's sanitary sewer system, sewer service charges shall be calculated as follows:

- (1) Commercial and industrial users shall meter their water supply at their expense and their sanitary sewer use charge shall be based on the quantity of water consumed on the premises from all sources.
- (2) Single-family residential users within the city limits shall pay \$56.02 per bimonthly period.
- (3) Single-family residential users outside the city limits shall pay \$93.79 per bimonthly period.
- (4) Multi-family residential users shall pay \$80.64 per dwelling unit per bimonthly period.

The rates and fees provided for in this section shall be effective with respect to all connections, installations and billings after December 27, 2019.

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 \$3.50 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 \$0.56 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 \$1.11 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 connections, installations and billings after December 27, 2019.

Section 4. Section 6-6-23 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-23. Residential.

The minimum bimonthly charges for collection and disposal service to residential units for solid waste and the single stream recycling program all of which is contained in approved containers shall be as follows, effective for all billings made after December 27, 2019:

One-family unit (including mobile homes with an individual water or sewer connection)	\$45.11
One-family two container unit (including mobile homes with an individual water or sewer connection)	\$103.15

The minimum requirement for one-family two container units is twelve months from the date of request for two container service.

Multifamily structures (including mobile home parks with a single water or sewer connection)

Bimonthly Rate Per Unit	
2 to 4 units	\$45.11
5 to 6 units	\$40.54
7 to 10 units	\$38.31
11 to 16 units	\$36.06
17 to 39 units	\$33.74
40 to 59 units	\$31.48
60 or more units	\$29.32

Hotels, motels and rooming houses shall be considered as commercial establishments and shall pay charges based on the charges provided for institutional business, commercial and industrial establishments as provided in this Chapter. The charges for quantities or services which exceed those covered by the minimum charge shall be an amount equal to the reasonable cost of the service as determined by the City Manager or the designee of the City Manager.

The rates and fees provided in this section shall be effective with respect to usage for which billings are made after December 27, 2019.

Section 5. Section 6-6-24 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-24. Institutional; business; commercial; industrial.

(a) The bimonthly charges for collection and disposal of solid waste of institutional, business, commercial and industrial establishments, and solid waste in required containers at construction sites, shall be based upon the number of approved containers collected per collection. Where an establishment has its own water or sewer connection, the fact that it shares a building with another establishment, or does not occupy the entire building, shall be of no significance. The charge per approved container per collection shall be as follows:

	Each time container is emptied	Bimonthly minimum
90 gallon	\$11.66	\$93.28
1.5 cubic yard	\$15.55	\$124.40
3.0 cubic yard	\$29.59	\$236.72

The rates and fees provided in this section shall be effective with respect to usage for which billings are made after December 27, 2019.

Section 6. 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	\$2.496
10,001 to 20,000	\$2.031

20,001 to 60,000	\$2.023
60,001 to 100,000	\$2.001
Over 100,000	\$1.983

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"	\$24.96	10,000
1"	\$45.27	20,000
1½"	\$85.73	40,000
2"	\$116.08	55,000
3"	\$186.14	90,000
4"	\$285.37	140,000
6"	\$404.22	200,000
8"	\$602.17	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 billings after December 27, 2019.

Section 7. Existing Sections 6-6-19, 6-6-20, 6-6-22, 6-6-23, 6-6-24 and 6-6-28, of the Scottsbluff Municipal Code are hereby repealed, provided however that the rates provided for in such prior sections shall remain effective until midnight, December 27, 2019. This Ordinance shall not be construed to effect any cause of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

Section 8. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 2019.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Resolut.3

Council to consider an Ordinance authorizing the issuance of General Obligation Highway Allocation Fund Pledge Bonds, Series 2020, for improvements to streets of the City.

Staff Contact: Liz Hilyard, Finance Director

**ACKNOWLEDGMENT OF RECEIPT OF
ADVANCE NOTICE OF MEETING**

We, the undersigned, constituting the Mayor and all of the Members of the Council of the City of Scottsbluff, Nebraska, hereby acknowledge receipt of advance notice of the regular meeting of the Mayor and Council and the agenda for the same held Monday, _____, 2019, at 6:00 p.m., in the Council Chambers, 2525 Circle Drive, in the City of Scottsbluff, Nebraska.

DATED: _____, 2019.

Mayor

Council Member

Council Member

Council Member

Council Member

ORDINANCE NO. ____

ORDINANCE NO. ____

CITY OF SCOTTSBLUFF, NEBRASKA

PASSED AND APPROVED

_____, 2019

Authorizing

**Not to Exceed
\$2,520,000**

**GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS
SERIES 2020**

Ordinance

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Exhibit A - Form of Bond

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2020, OF THE CITY OF SCOTTSBLUFF, NEBRASKA IN A PRINCIPAL AMOUNT NOT TO EXCEED \$2,520,000 TO PAY THE COSTS OF CONSTRUCTING IMPROVEMENTS TO CERTAIN STREETS OF THE CITY; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE BONDS AND PROVIDING FOR THE FIXING AND ESTABLISHING OF OTHER DETAILS OF THE BONDS; PLEDGING FUNDS RECEIVED FROM THE NEBRASKA HIGHWAY ALLOCATION FUND AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS

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

FINDINGS AND DETERMINATIONS

The Mayor and Council of the City of Scottsbluff, Nebraska (the “City”) hereby find and determine as follows:

1. It is necessary, desirable and advisable that the City construct improvements to certain streets of the City, together with related improvements (collectively, the “Project”) pursuant to plans, specifications and estimates of costs prepared by the City’s special engineers.
2. The estimated costs for such improvements are not less than \$2,520,000.
3. Pursuant to the provisions of Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended (the “Act”), the City is authorized to (a) issue its general obligation highway allocation fund pledge bonds to pay the costs of the Project, (b) pledge funds received from the State of Nebraska Highway Allocation Fund (the “Highway Allocation Fund”) to the payment of the principal thereof and the interest thereon, and (c) levy and collect a tax upon all the taxable property in the City at such rate or rates within any applicable statutory and constitutional limitations as will provide funds which, together with receipts from the Highway Allocation Fund pledged to the payment of such bonds, will be sufficient in amount to pay the principal of such bonds and the interest thereon when and as the same become due.
4. Taking into consideration available funds of the City for such purposes, it will be necessary for the City to issue its general obligation highway allocation fund pledge bonds in a principal amount not to exceed \$2,520,000 (the “Bonds”) to pay the costs of the Project and the costs of issuing the Bonds.
5. In addition to the Bonds herein authorized, the City has outstanding under the Act the following: (a) General Obligation Highway Allocation Fund Pledge Bonds, Series 2015, date of original issue – June 18, 2015, issued in the original principal amount of \$2,330,000 and currently outstanding in the principal amount of \$950,000; and (b) General Obligation Highway Allocation Fund Pledge Bonds,

Series 2018, date of original issue – June 1, 2018, issued in the original principal amount of \$2,920,000 and currently outstanding in the principal amount of \$2,500,000 (together, the “**Outstanding Bonds**”).

6. The maximum annual debt service on the Bonds and the Outstanding Bonds will not be greater than \$990,000; the City’s anticipated receipts from the Highway Allocation Fund for its fiscal year ending September 30, 2019 are not less than \$1,766,708.

7. All conditions, acts and things required to exist or to be done precedent to the issuance of the Bonds, the pledging of funds and the levying of taxes as provided in this Ordinance do exist and have been done as required by law.

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms used in this Ordinance have the following meanings:

“**Act**” means Sections 66-4,101 and 66-4,102, Reissue Revised Statutes of Nebraska, as amended.

“**Authorized Officer**” means the Mayor and City Manager of the City, or each individually.

“**Beneficial Owner**” means any Person that (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Bond Counsel**” means Gilmore & Bell, P.C., or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“**Bond Register**” means the books for the registration, transfer and exchange of the Bonds kept at the office of the Paying Agent.

“**Bonds**” means the not to exceed \$2,520,000 principal amount of General Obligation Highway Allocation Fund Pledge Bonds, Series 2020, authorized and issued by the City pursuant to this Ordinance.

“**Business Day**” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“**Cede & Co.**” means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

“**City**” means the City of Scottsbluff, Nebraska.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“**Construction Fund**” means the fund by that name referred to in **Section 501**.

“Continuing Disclosure Undertaking” means the Continuing Disclosure Undertaking executed by the City, dated the date of delivery of the Bonds, as originally executed and as amended from time to time in accordance with its terms.

“Debt Service Fund” means the fund by that name referred to in **Section 501**.

“Defaulted Interest” means interest on the Bonds which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (A) not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the highest rating category by Moody’s Investors Service, Inc. (presently “Aaa”) or Standard & Poor’s Ratings Group (presently “AAA”).

“Designated Office” means the corporate trust administration office maintained by the Paying Agent at which the Paying Agent discharges its obligations under this Ordinance and which may be changed by the Paying Agent upon written notice to the City and to each Registered Owner.

“Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States (including the interest component of obligations of the Ordinance Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

“Interest Payment Date” means the dates established by the Authorized Officer pursuant to **Section 212** for the payment of interest on the Bonds.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Ordinance” means this Ordinance passed by the Council and approved by the Mayor, authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means U.S. Bank, National Association, or such other bank, trust company or City Treasurer as may be designated pursuant to **Section 212** hereof.

“Permitted Investments” means any of the following securities, if and to the extent the same are at the time legal for investment of the City’s funds:

(a) Government Obligations;

(b) bonds, notes or other obligations of the State, or any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and that have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation; and

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Project” means constructing improvements to certain of the City’s streets and roads.

“Purchaser” means Piper Jaffray & Co., Lincoln, Nebraska, as the original purchaser of the Bonds.

“Record Date” for the interest payable on any Interest Payment Date means the fifteenth day preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance.

“Registered Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“Replacement Bond” means Bonds issued to Beneficial Owners in accordance with **Section 207**.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“State” means the State of Nebraska.

“Tax Certificate” means the Federal Tax Certificate executed and delivered by the City in connection with the issuance of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

“United States” means the United States of America.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. The City is hereby authorized and directed to issue the Bonds in a principal amount not to exceed \$2,520,000 to pay the costs of the Project and issuing the Bonds.

Section 202. Description of Bonds. The Bonds shall consist of fully registered bonds, numbered from R-1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof, and bearing a series designation of the calendar year in which the Bonds are issued. The Bonds shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated the date of delivery thereof, shall become due and payable in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof, and shall bear interest at the rates determined by an Authorized Officer in accordance with the provisions of **Section 212** hereof. The Bonds shall bear interest computed on the basis of a 360 day year of twelve 30 day months from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

Section 203. Designation of Paying Agent. The City hereby designates the Paying Agent as its paying agent for the payment of the principal or Redemption Price of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of the Bonds. The Paying Agent shall serve in such capacities under the terms of an agreement entitled "Bond Registrar and Paying Agent Agreement" between the City and the Paying Agent (the "**Registrar Agreement**"), in substantially the form presented herewith, which is hereby ratified and approved. One or more Authorized Officers are hereby authorized to execute the Registrar Agreement in substantially the form presented but with such changes as such Authorized Officer shall deem appropriate or necessary.

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (a) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (b) causing notice of the appointment of the successor Paying Agent to be given by first-class mail to each Registered Owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and doing business under the laws of the United States or of a state of the United States, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

Section 204. Method and Place of Payment of Bonds. The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States that on the respective dates of payment thereof is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the Designated Office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register.

Notwithstanding the foregoing provisions of this **Section 204**, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first-class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of the payment of the principal or Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the Designated Office. Each Bond when issued shall be registered in the name of the Registered Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this **Section 205**. Upon surrender of any Bond at the Designated Office, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate stated principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in aggregate stated principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchaser upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated,

destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this **Section 207**, the City may require the payment by the Registered Owner of an amount sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this **Section 207** shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Bonds and Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent.

Section 209. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., as nominee for the Securities Depository, and no Beneficial Owner will receive any certificate representing its respective interest(s) in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in **Section 209(b)** hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of the principal or Redemption Price of and interest on the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the Beneficial Owners as described in **Section 209(b)** hereof.

(b) (1) If the Agency determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% in aggregate stated principal amount of the Bonds outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Paying Agent shall notify the Registered Owners of such determination or such notice and of the availability of certificates to Registered Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under **Section 209(b)(1)(A)** or **(1)(B)** hereof, the Agency, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 209(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the

Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Agency, the Paying Agent or Registered Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 209(c)** hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Registered Owners as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the Agency.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the Agency may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 210. Preliminary and Final Official Statement. The Authorized Officers are hereby authorized to approve and deem final a Preliminary Official Statement and a final Official Statement on behalf of the City all in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission. The use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The Authorized Officers are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The City agrees to provide to the Purchaser within seven Business Days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 211. Sale of Bonds. The Authorized Officers are hereby authorized to enter into the Bond Purchase Agreement between the City and the Purchaser in substantially the form presented herewith, under which the City agrees to sell the Bonds to the Purchaser at a purchase price of not less than 97.0% of the principal amount thereof, plus accrued interest to the date of delivery, upon the terms and conditions set forth therein and with such changes therein as shall be approved by the Authorized Officer, which officer is hereby authorized to execute the Bond Purchase Agreement for and on behalf of the City, such officer's signature thereon being conclusive evidence of his or her approval thereof.

Section 212. Authorization of Officers. In connection with the sale of the Bonds to the Purchaser, the Mayor or City Manager (each, an "Authorized Officer") are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a "Designation"), (i) the aggregate purchase price of the Bonds and the underwriting discount which shall not exceed 1.00% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title, dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$2,520,000, and the final maturity date, which shall not be later than December 31, 2025, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity, provided that the true

interest cost of the Bonds shall not exceed 3.25%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Paying Agent and the form and content of any agreement between the City and such entity, and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional and Mandatory Redemption of Bonds.

(a) ***Optional Redemption by City.*** At the option of the City, Bonds or portions thereof may be called for redemption and payment prior to their Stated Maturity at any time or after the fifth anniversary of the date of issuance thereof (or such other date as may be determined in the Designation) at the Redemption Prices determined by an Authorized Officer in accordance with the provisions of **Section 212** hereof.

(b) ***Mandatory Redemption.*** Any Bonds issued as “term bonds” shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Fund shall be sufficient to redeem, and the City shall redeem on the dates specified by an Authorized Officer pursuant to **Section 212** hereof the principal amounts determined by an Authorized Officer pursuant to **Section 212** hereof.

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation term bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate stated principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any term bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any term bonds subject to mandatory redemption on such mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this **Section 301(b)**) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this **Section 301(b)**. Each term bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem term bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for term bonds of the same Stated Maturity in chronological order, and the principal amount of term bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption payment.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Bonds are to be redeemed, such Bonds shall be redeemed in such principal amounts and from such maturity or maturities as the City, in its sole and absolute discretion shall determine, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate stated principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as provided, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 30 days prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the Designated Office.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. For the prompt payment of the Bonds and the Outstanding Bonds, both principal and interest as the same fall due, the City hereby pledges all receipts now or hereafter received by the City from the State of Nebraska Highway Allocation Fund, as described and referred to in Section 66-4,101, Reissue Revised Statutes of Nebraska 2018. The pledge provided for in this Article IV for the Bonds and the Outstanding Bonds provides, however, that such pledge shall not prevent the City from applying receipts from said fund in any year so long as sufficient receipts from such fund have been set aside for the payment of principal and interest falling due in such year on the Bonds or the Outstanding Bonds. In addition, the City further reserves the right to issue additional highway allocation fund pledge bonds payable on par with the Bonds and the Outstanding Bonds and equally and ratably secured by a pledge of receipts from the Highway Allocation Fund. The City hereby further agrees that it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates within any applicable statutory and constitutional limitations as will provide funds which, together with receipts from the Highway Allocation Fund, as pledged to the payment of the Bonds and the Outstanding Bonds, and any other monies made available and used for such purpose, will be sufficient to pay the principal of and interest on the Bonds and the Outstanding Bonds as the same fall due (including mandatory sinking fund redemptions).

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the City and shall be held and administered by the Treasurer of the City the following separate funds:

- (a) Construction Fund; and
- (b) Debt Service Fund.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with **Section 504** hereof.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Construction Fund and shall be applied in accordance with **Section 503** hereof.

Section 503. Application of Money in the Construction Fund. Money in the Construction Fund shall be used by the City solely for the purpose of (a) paying the costs of the Project in accordance with the plans and specifications therefor prepared by the City's engineers approved by the Council and on file in the office of the Clerk, including any alterations in or amendments to such plans and specifications deemed advisable by the City's engineers and approved by the Council, and (b) paying the costs and expenses of issuing the Bonds.

The Treasurer shall make a withdrawal from the Construction Fund only upon a duly authorized and executed order of the Council accompanied by a certificate executed by the City's engineers stating that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Construction Fund of all costs and expenses incident to the issuance of the Bonds without a certificate from the City's engineers.

Upon completion of the Project, any surplus remaining in the Construction Fund shall be transferred to and deposited in the Debt Service Fund.

Section 504. Application of Money in the Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owner of any Bond is no longer entitled to enforce payment of such Bond or the interest thereon, the Paying Agent shall return such funds to the City. All

money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such money.

Any money or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued and all other indebtedness of the City shall be transferred and paid into the Road Fund of the City.

Section 505. Deposits and Investment of Money. Money in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State. All money held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Money held in any fund referred to in this Ordinance may be invested by the Treasurer at the direction of the Council, in accordance with this Ordinance and the Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 506. Payments Due on Saturdays, Sundays and Holidays. If any payment on any Bond is due on a date which is not a Business Day, then such payment need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on such payment date, and no interest shall accrue for the period after such payment date.

Section 507. Nonpresentment of the Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, such Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Nebraska;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State of Nebraska and having full trust powers, at or prior to the Stated Maturity or Redemption Date of such Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money

and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of such Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)** of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants. The City hereby covenants with the purchasers and holders of the Bonds herein authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payment of principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds. The City hereby designates the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue tax-exempt bonds or other tax-exempt interest bearing obligations aggregating in principal amount more than \$10,000,000 during the calendar year in which the Bonds are issued (taking into consideration the exception for current refunding issues). The City agrees to take all further actions, if any, necessary to qualify the Bonds herein authorized as such "qualified tax-exempt obligations" (including as "deemed designated") as and to the extent permitted by law.

Section 802. Continuing Disclosure. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, the Continuing Disclosure Undertaking in such form as shall be satisfactory to the City, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this **Section 802**.

Section 803. Amendments. The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by an ordinance of the City with the written consent of the Registered Owners of not less than

a majority in aggregate principal amount of the Bonds then outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time outstanding.

Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the Mayor and Council amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the Secretary, shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance of this Ordinance will be sent by the Clerk to any such Registered Owner or prospective purchaser.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of such amendatory or supplemental ordinance of the City, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then outstanding. It shall not be necessary to note on any of the Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Registered Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by any Registered Owner may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by an agent with written authorization. Proof of the execution of any such instrument or writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite aggregate principal amount of Bonds outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as provided if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. Further Authority. The officers of the City, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 806. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 807. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 808. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and publication in pamphlet form as provided by law.

[The remainder of this page intentionally left blank.]

DATED: _____, 2019.

CITY OF SCOTTSBLUFF, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

S-1

Bond Ordinance
City of Scottsbluff, Nebraska

EXHIBIT A

(FORM OF BOND)

EXCEPT AS OTHERWISE PROVIDED IN THE RESOLUTION (REFERRED TO HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (AS DEFINED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

**Registered
No. R-_____**

**Registered
\$_____**

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
CITY OF SCOTTSBLUFF, NEBRASKA**

**GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BOND
SERIES 2020**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
_____%	_____, 20__	_____, 2020	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

DOLLARS

The **CITY OF SCOTTSBLUFF, NEBRASKA**, a City of the first class, duly organized and validly existing under the laws of the State of Nebraska (the “**City**”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount stated above on the Maturity Date shown above unless called for redemption prior to such Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360 day year of twelve 30 day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on _____ and _____ in each year, beginning _____, 20__, until the Principal Amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption by check or draft mailed to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the office of _____, _____, Nebraska (the “**Paying Agent**”). The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Paying Agent at the close of business on the Record Date for such interest, which shall be the fifteenth day next preceding such interest payment date.

Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register. The principal or redemption price of and interest on this Bond shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE SIDE HEREOF AND SUCH CONTINUED TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bond have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Nebraska; that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the principal of and interest on this Bond when due; and that the total indebtedness of the City, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, THE CITY OF SCOTTSBLUFF, NEBRASKA, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk.

CERTIFICATE OF AUTHENTICATION

CITY OF SCOTTSBLUFF, NEBRASKA

This Bond is the Bond of the issue described in the within-mentioned Ordinance.

Registration Date: _____

_____, Paying Agent

By: _____
(facsimile signature)
Mayor

ATTEST:

By: _____
Treasurer

By: _____
(facsimile signature)
Clerk

ADDITIONAL PROVISIONS

This bond is one of an issue of fully registered bonds (the “**Bonds**”) in the aggregate stated principal amount of _____ Dollars (\$_____), of even date and like tenor except as to number, denomination, maturity date, interest rate and redemption provisions, authorized by Ordinance No. _____ (the “**Ordinance**”), passed by the Council and approved by the Mayor of the City on _____, 2019, pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended, for the purpose of paying (a) the costs of improvements to certain streets of the City (the “**Project**”) and (b) the costs of issuing the Bonds in strict compliance with the provisions of Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended.

This bond is issued on a parity with and is payable from the same sources as additional highway allocation fund bond issuance in accordance with the provisions of the Ordinance (the “**Additional Bonds**”). In the Ordinance, the City has pledged funds received and to be received from the Highway Allocation Fund of the State of Nebraska and allocates such receipts to payment of the principal hereof and the interest hereon when and as the same becomes due on a parity with the Outstanding Bonds any Additional Bonds. In addition, the City has covenanted and agreed that to the extent other legally available money of the City appropriated for such purposes is insufficient to pay the principal of and interest on the Bonds and the Outstanding Bonds when and as the same shall become due, it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates, within applicable statutory and constitutional limitations, which, together with receipts from the Highway Allocation Fund and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on the Bonds and the Outstanding Bonds as the same shall become due.

Reference is hereby made to the Ordinance, a copy of which is on file in the office of the Clerk, and to all the provisions of which any owner of this bond by its acceptance hereof hereby assents, for a description of and the nature and extent of the security for the Bonds; the Highway Allocation Fund and tax revenues pledged to the payment of the principal of and interest on the Bonds; the terms and provisions upon which the covenants made therein may be discharged at or prior to the maturity or redemption of the Bonds and the Bonds thereafter no longer be secured by the Ordinance or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar or the Treasurer sufficient and held in trust solely for the payment thereof; and for the other terms and provisions thereof.

At the option of the City, Bonds or portions thereof maturing on or after _____, 20__ may be redeemed and paid prior to maturity at any time on or after _____, 20__, as a whole or in part in such principal amounts and from such maturity or maturities as the City may determine (Bonds of less than a full maturity to be selected in multiples of \$5,000 principal amount in such equitable manner as the Paying Agent shall designate) at a redemption price equal to 100% of the principal amount of the Bonds called for redemption plus accrued interest thereon to the redemption date.

Bonds maturing on _____, 20__, are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance on _____, 20__, and on each _____, thereafter prior to maturity, at a redemption price equal to 100% of the Principal Amount thereof plus accrued interest to the redemption date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first-class mail at least 15 days prior to the redemption date to the original purchaser of the Bond and the Registered Owner hereof at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as provided, the Bond or portions thereof to be redeemed shall, on the redemption date, become due and payable at the redemption price therein

specified, and from and after such date (unless the City defaults in the payment of the redemption price) the Bond or portions thereof shall cease to bear interest.

The Bond is issuable in the form of a fully registered Bond in the denominations of \$0.01 or any integral multiple thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the designated corporate trust administration office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond in any authorized denomination of the same maturity and in the same aggregate stated principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of The Depository Trust Company (the "**Securities Depository**"), is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Agency and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (a) payments of principal or redemption price of and interest on this Bond, (b) notices and (c) voting. Transfer of principal or redemption price and interest payments to participants of the Securities Depository, and transfer of principal or redemption price and interest payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Agency and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal or redemption price of and interest on this Bond shall be made in accordance with existing arrangements among the Agency, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Bond on the Bond Register kept by
the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must
correspond with the name of the Registered
Owner as it appears upon the face of the within
Bond in every particular.

Medallion Signature Guarantee:

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Resolut.4

Council to consider an Ordinance authorizing the sale of city-owned property, Lots Five (5) and Six (6), Block One (1), ORIGINAL TOWN ADDITION to Western States Bank for \$20,000.00.

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF LOTS FIVE AND SIX, BLOCK ONE, ORIGINAL TOWN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.

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

Section 1. The City of Scottsbluff ("City") owns the following described real estate:

Lots Five (5) and Six (6), Block One (1), ORIGINAL TOWN
ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska.

Section 2. An offer has been made by Western States Bank, A Wyoming corporation to purchase the lots. The City is willing to accept this offer.

Section 3. Either, the Mayor, City Clerk or City Manager are authorized to sign an Agreement, Deed and any other documents required to convey the above described real estate to Western States Bank, a Wyoming corporation, on the following terms:

- a. The purchase price shall be \$20,000.00 paid at closing.
- b. Closing of the sale is conditional upon no remonstrance against the sale being filed. Closing shall take place within 30 days after the expiration of the time for filing a remonstrance against the sale, or no later than November 30, 2019.
- c. All real estate taxes and special assessments shall be prorated to date of closing. The closing costs and owner's title insurance shall be equally divided. Buyer shall pay any finance costs and professional fee it incurs.

Section 4. The Clerk shall, immediately after the passage and publication of this Ordinance, publish notice of the sale and its terms for three consecutive weeks in the Star-Herald.

Section 5. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED AND APPROVED ON August ____, 2019.

Mayor

ATTEST:

City Clerk

(Seal)

Approved as to form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Resolut.5

Council to consider an Ordinance authorizing the sale of city-owned property, Lot Four (4), EXCEPT the North Four Feet (4'), Block One (1), ORIGINAL TOWN ADDITION to Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO for \$12,500.00.

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF LOT FOUR, EXCEPT THE NORTH FOUR FEET, BLOCK ONE, ORIGINAL TOWN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.

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

Section 1. The City of Scottsbluff ("City") owns the following described real estate:

Lot Four (4), EXCEPT the North Four Feet (4'), Block One (1),
ORIGINAL TOWN ADDITION to the City of Scottsbluff,
Scotts Bluff County, Nebraska.

Section 2. An offer has been made by Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO to purchase the lot. The City is willing to accept this offer.

Section 3. Either, the Mayor, City Clerk or City Manager are authorized to sign an Agreement, Deed and any other documents required to convey the above described real estate to Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO, on the following terms:

- a. The purchase price shall be \$12,500.00 paid at closing.
- b. Closing of the sale is conditional upon no remonstrance against the sale being filed. Closing shall take place within 30 days after the expiration of the time for filing a remonstrance against the sale, or no later than November 30, 2019.
- c. All real estate taxes and special assessments shall be prorated to date of closing. The closing costs and owner's title insurance shall be equally divided. Buyer shall pay any finance costs and professional fee it incurs.

Section 4. The Clerk shall, immediately after the passage and publication of this Ordinance, publish notice of the sale and its terms for three consecutive weeks in the Star-Herald.

Section 5. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED AND APPROVED ON August ____, 2019.

Mayor

ATTEST:

City Clerk

(Seal)

Approved as to form:

Deputy City Attorney

City of Scottsbluff, Nebraska
Monday, August 19, 2019
Regular Meeting

Item Bids1

Council to consider rejection of bid for 23 Club.

Staff Contact: Nathan Johnson, City Manager



August 15, 2019

Total Award = \$1,250,959.05

Add:

- In field grading & material import (Approx. \$70,000)
- Purchase of metal buildings (Approx. \$78,000)
- Purchase of concrete material (Approx. \$60,000)
- Construction engineering (Not to exceed \$112,500)

True Total Cost = \$1,571,459.05

Deduct City share = \$600,000

Deduct 23 Club cash in hand = \$110,000

Total Cash = \$710,000

Remaining Cash needed = \$861,459.05

23 Club Pledges = \$500,000

Total Remaining Needed = \$361,459.05

August 14, 2019

Nathan Johnson
City Manager
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

RE: 23 Club Project Bids

Nathan:

The 23 Club Improvements project and Demolition project were bid on June 27, 2019. The City received only one bid from Anderson-Shaw Construction for each project. The original bid prices for both projects came in higher than anticipated, but we went through a series of reviews with the contractor and adjusted some materials and quantities in areas of the project that would save costs but not reduce the overall quality or function of the complex.

Please find attached the bid summary and re-negotiated bid prices based on value engineering and review of the bids with the adjusted prices as noted.

The total base bid as shown is now \$1,114,434.05. The total base bid for the demolition contract is now \$104,490. Both amounts are now slightly below the project estimates.

The total amount committed by the City to this point is approximately \$600,000 and the total amount raised through current commitments, in-kind donations, and cash in hand by the 23-Club is approximately \$610,000 as of this week, and the club is still pursuing a number of leads in funding opportunities as well as starting a capital campaign that will run through the fall and winter.

There will be added costs to the current phase of the project including:

- In field grading & material import (Approx. \$70,000)
- Purchase of metal buildings (Approx. \$78,000)
- Purchase of concrete material (Approx. \$60,000)
- Construction engineering (Not to exceed \$112,500)

Possible future improvements to the project that will be phased into the complex at a later date include:

- Batting cages (can be awarded as alternate pending funding)
- Storage building (can be awarded as alternate pending funding)
- Playground area (can be awarded as alternate pending funding)
- Field Lighting Replacement
- Parking lot & site lighting improvements

These improvements will be brought forward to the City for future consideration as the fund raising process moves forward and several grant applications are processed.

Based on the current negotiated prices for the base bid, we would recommend moving forward with the demolition project and based bid project for the following amounts:

- Improvements Contract Base Bid: \$1,114,434.05
- Demolition Contract Base Bid: \$104,490.00
 - o Demolition Alt #1: \$32,035.00

Total Award (2 contracts): \$1,250,959.05

Based on the current amounts raised and committed to the project as well as the ongoing fundraising being done, we would recommend award of these contracts at this time to move the project forward.

Please let us know if you have any questions.

Thank you,

Baker & Associates, Inc.



Jack Baker



Engineers*Architects*Surveyors
120 E. 16th St., Suite A
Scottsbluff, NE 69361

Project: **23 Club Baseball Complex**
Demolition and Site Grading
Owner: City of Scottsbluff
Contract No: **002-169-18**

Bid Date: 6/27/2019

Item #	Description/ Units	Unit	Total Quantity	Engineers Probable Costs		Anderson Shaw - Bid 6/27/2019		VE Adjusted Bid 8/14/2019	
				Unit Price	Item Totals	Unit Price	Item Totals	Unit Price	Item Totals
	Total Base Bid - Schedule A				\$106,500.00		\$120,077.50		\$104,490.00
	Total Alternat #1 - Infield Clearing & Rough Grading				\$33,000.00		\$32,035.00		\$32,035.00
	Total Base Bid and Alternate				\$139,500.00		\$152,112.50		\$136,525.00



Engineers*Architects*Surveyors
120 E. 16th St., Suite A
Scottsbluff, NE 69361

Project: **23 Club Baseball Complex**

Owner: City of Scottsbluff/23 Club
Contract No: **002-169-17**

Bid Date: 6/27/2019

Item #	Description/ Units	Unit	Total Quantity	Engineers Probable Costs		Anderson Shaw Bid 6/27/2019		VE Price Adjustments 8/14/2019	
				Unit Price	Item Totals	Unit Price	Item Totals	Unit Price	Item Totals
	Total - Schedule A			\$460,070.00	\$460,070.00		\$540,455.20		\$433,559.92
	Total - Schedule B			\$268,200.00	\$268,200.00		\$494,579.63		\$375,991.65
	Total - Schedule C			\$387,500.00	\$387,500.00		\$477,222.48		\$304,882.48
	Total Base Bid - All Schedules				\$1,115,770.00		\$1,512,257.31		\$1,114,434.05
	Total - Alternate #1				\$105,700.00		\$79,698.80		\$79,698.80
	Total - Alternate #2				\$28,200.00		\$22,963.00		\$22,963.00
	Total - Alternate #3				\$13,200.00		\$112,801.88		\$30,451.88
	Total Bid - All Schedules and Alternates				\$1,262,870.00		\$1,727,720.99		\$1,247,547.73

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Reports1

Council to discuss and consider action on an Economic Development Assistance Agreement for American Lodging, LLC.

Staff Contact: Starr Lehl, Economic Development Director

CITY OF SCOTTSBLUFF
ECONOMIC DEVELOPMENT APPLICATION REVIEW COMMITTEE
August 14, 2019

The meeting of the Economic Development Application Review Committee was held on August 14, 2019 at 8:00 a.m. at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska.

Present were committee members Jim Trumbull, Dennis Hadden, Marla Marx, Lee Glenn, and alternate Dave Schaff. Also in attendance on behalf of the City was Starr Lehl, City Economic Director, Liz Hilyard, City Finance Director, and Rick Ediger, Deputy City Attorney.

Chairman Trumbull called the meeting to order at 8:00 a.m. and stated that a copy of the Nebraska Open Meetings Act was located on the south wall of the Council Chamber. There were no changes to the agenda. Since there are only four committee members present, alternate Schaff will be voting on all matters to be considered at this meeting.

It was moved by member Marx, and seconded by member Glenn that the minutes of the May 10, 2019 committee meeting be approved. Voting yes: Hadden, Schaff, Marx, Trumbull and Glenn. Voting no: None.

The next item on the agenda was an application made by Monument Inn. Present on behalf of Monument Inn was Shannon Brunner. Present on behalf of Old West Balloon Fest were Colleen Johnson and Hunter Kosman. This application is being made in order to assist the Old West Balloon Fest in connection with its hosting of the US National Hot Air Ballooning Championship. Old West Balloon Fest is not a Qualifying Business. However, the Monument Inn is engaged in the business of selling services interstate commerce and in that capacity, is a Qualifying Business. The Monument Inn was willing to submit an application in order to assist the Old West Balloon Fest.

Colleen Johnson indicated that Scottsbluff and the surrounding area was awarded the US National Hot Air Ballooning Championships for a 3-year period. 500 other cities submitted bids. As part of the contractual arrangement to host the Championships, the host organizations are required to provide lodging for all officials and balloon pilots. There are a total of 32 officials and 44 competition balloons participating. In addition, there are an additional 27 balloons participating over the weekend in the Old West Balloon Fest. The reason the Monument Inn was selected to house most of the pilots and officials is that all pilot meetings are being held at the Gering Civic Center and all pilots must be housed in proximity to the pilot meetings location.

After further discussion and questions being asked and answered, it was moved by Glenn and seconded by Hadden that the Committee recommend a grant to the Monument Inn, in order to pay for lodging for the US National Hot Air Ballooning Championships in an amount not to exceed \$28,280. This covers the 2019 Championships only, and any grants for future years will need to be considered separately. Voting yes: Hadden, Schaff, Marx, Trumbull and Glenn. Voting no: None.

The meeting was adjourned at 8:30 a.m.

Starr Lehl, Economic Development Director

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on August ___, 2019, between the City of Scottsbluff, Nebraska (the “City”) and American Lodging, L.L.C. (the “Applicant”).

Recitals:

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

b. The Applicant has made application for assistance from the Program (the “Application”);

c. The Administrator of the Program (the “Administrator”) and the City Council (the “Council”) have reviewed the Application. The Council has determined that a grant (the “Grant”) be awarded to the Applicant from the City of Scottsbluff Economic Development Fund (the “Fund”) as provided for in this Agreement.

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

Agreement:

1. Purpose of Grant and Application of Funds:

a. The Applicant operates a hotel under the name “Monument Inn & Suites” located at 1130 M Street, Gering, Nebraska (the “Hotel”). Old West Balloon Fest (“OWBF”) is hosting the US National Hot Air Ballooning Championships (the “Championships”) and has contracted with the Applicant in order to provide lodging of officials and pilots participating in the Championships.

b. In order to provide assistance and recognize the economic impact of the Championships to the City and surrounding area, the City agrees to provide the Grant to the Applicant in order to reduce the costs that would otherwise be incurred by OWBF. The Grant is to be used to pay for lodging provided for officials and pilots participating in the Championships.

2. Amount and Payment of the Grant:

The amount of the Grant awarded to the Applicant is a maximum of \$28,280. The Grant shall be payable from the Fund following the provision of rooms by the Applicant for the Championships. The Applicant shall provide a statement to the City and OWBF. Once OWBF confirms that the amount billed is appropriate, then the payment shall be scheduled as a claim at the next Council meeting for which the matter may be reasonably scheduled. Following approval by the Council, the approved amount shall be paid to the Applicant.

3. Representations and Warranties of the Applicant:

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

- a. The Applicant is a 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.
- b. The Applicant is engaged in the hotel business. A portion of its business includes renting rooms to persons who are not residents of Nebraska.
- c. No representation or warranty made by the Applicant in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the Applicant that are required to make the statements not misleading.

4. Representations and Warranties of the City:

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

- a. The City is a municipal corporation organized and existing under the laws of Nebraska, and has full power and authority to enter into this Agreement and carry out the transactions contemplated by this Agreement.
- b. No representation or warranty made by the City in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the City that is required to make the statements not misleading.

5. Certification of the Applicant:

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

6. Default:

The Applicant shall be in default if it fails to comply with any of the terms of this Agreement, or 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.

7. 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.

8. Notices:

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

a. If to the City:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
Attention: City Manager
Email: njohnson@scottsbluff.org

b. If to the Applicant:

American Lodging, L.L.C.
1130 M Street
Gering, NE 69341
Attention: Shannon Brunner
Email: shannon@monumentinnsuites.com

9. 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. 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.

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

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

[Signatures on Following Page]

**Signature Page to Economic Development Assistance Agreement between
the City of Scottsbluff, Nebraska and American Lodging, L.L.C.**

City of Scottsbluff, Nebraska

American Lodging, L.L.C.

By: _____
Economic Development
Program Administrator

By: _____
Title: _____

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Reports2

Council to receive a presentation on the East Overland Revitalization Efforts.

Staff Contact: Starr Lehl, Economic Development Director

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Reports3

Council to discuss and consider action on the First Amendment to Solar Facilities Lease Agreement and Estoppel and authorize the Mayor to execute the Agreement.

Staff Contact: Nathan Johnson, City Manager

FIRST AMENDMENT TO SOLAR FACILITIES LEASE AGREEMENT AND ESTOPPEL

This FIRST AMENDMENT TO SOLAR FACILITIES LEASE AGREEMENT AND ESTOPPEL (this “**Amendment**”) is made as of August [], 2019 (the “**Amendment Effective Date**”) by and between the CITY OF SCOTTSBLUFF, NEBRASKA (“**Landlord**”) and [], a Delaware limited liability company (“**Tenant**”). Landlord and Tenant are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease (as defined below).

RECITALS

WHEREAS, Landlord and Sol Systems, LLC entered into that certain Solar Facilities Lease Agreement, dated as of November 5, 2018 (the “**Lease**”), as assigned by Sol Systems, LLC to Sol CES Projects, LLC pursuant to that certain Assignment and Assumption Agreement, dated as of May 3, 2019, as further assigned by Sol CES Projects, LLC to Tenant pursuant to that certain Assignment and Assumption Agreement, dated as of August [], 2019 (the “**Tenant Assignment**”);

WHEREAS, pursuant to the terms of the Lease, Tenant leased from Landlord a portion of the property located at the corner of Fifth Avenue and East 42nd Street, Scottsbluff, NE 69361, as more particularly described on Exhibit A attached hereto (the “**Premises**”) in order to construct, operate and maintain a solar electric generation facility thereon (the “**System**”); and

WHEREAS, the Parties desire to amend the Lease to make certain clarification thereto, as further described herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the sufficiency of which is acknowledged by both Parties, the Parties do hereby agree as follows:

ARTICLE I AMENDMENTS AND COVENANTS

1.1 The Parties hereby agree to amend the Lease as follows:

(a) The first sentence of Section 2.2 of the Lease is hereby amended and restated in its entirety as follows:

“The “**Development Period**” means the period commencing on the Effective Date and expiring on the earlier of: (i) the date specified by Tenant in a notice of intent to begin the Operating Period (the “**Operating Period Notice**”), (ii) the date Tenant provides notice of lease cancellation, or (iii) the Commercial Operation Date (as defined below).”

(b) Exhibit B of the Lease is hereby amended and restated in its entirety by replacing it with the form attached hereto as Annex A.

ARTICLE II ESTOPPEL

2.1 The representations and certifications in this Article II are being delivered in connection with the Tenant Assignment. As used in this Article II, the “Lease” means the Lease, as modified hereby. Based on the foregoing, and recognizing that Tenant and its financing parties will rely hereon, Landlord hereby certifies as follows:

(a) The execution, delivery, and performance by Landlord of the Lease and this Amendment have been duly authorized by all necessary corporate, partnership, limited liability, or other action on the part of Landlord and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made.

(b) A copy of the Lease attached hereto as Annex B constitutes a true, correct, and complete copy of the Lease (including, without limitation, all prior amendments thereto except for the amendments set forth herein), and the Lease has not been modified or amended in any way except as shown on the instrument(s) attached hereto or as otherwise set forth herein. The Lease is in full force and effect and, together with this Amendment, constitutes the entirety of the agreements between Landlord and Tenant relating to the matters set forth therein.

(c) Landlord is not in default under the Lease. To the best of Landlord’s knowledge, (i) Tenant is not in default under the Lease, and (ii) no facts or circumstances exist which, with the passage of time or the giving of notice or both, would constitute a default or breach by either such party under the Lease. Landlord has not delivered to Tenant any notice of default, whether or not cured, under the Lease.

(d) All payments due and payable as of the date hereof, either by or to Landlord under the Lease, have been paid in full.

(e) All representations and warranties made by Landlord in the Lease are true and correct as of the date hereof.

(f) There are no actions pending against Landlord under the bankruptcy or any similar laws of the United States or any state. There are no proceedings pending or threatened against or affecting Landlord in any court or by or before any court, governmental authority, or arbitration board or tribunal which could reasonably be expected to have a material adverse effect on the ability of Landlord to perform its obligations under the Lease. To the best of Landlord’s knowledge, there are no disputes or proceedings currently in existence between Landlord, on the one hand, and Tenant, on the other.

(g) Landlord is not aware of any event, act, circumstance, or condition constituting an event of *force majeure* or otherwise excusing the performance of any party under the Lease. Landlord has not received written notice nor has knowledge of any pending eminent domain proceedings, condemnation or threatened condemnation, or other governmental actions or any judicial actions of any kind against Landlord’s interest in the Property.

(h) To the best of Landlord’s knowledge, Tenant does not owe any indemnity payments to Landlord, and to the best of Landlord’s knowledge, Landlord has no existing counterclaims, offsets, or defenses against Tenant, under the Lease. Tenant has not received or claimed any amounts under the indemnification obligations of Landlord set forth in the Lease.

(i) As of the date hereof, Landlord (A) is the fee simple owner of the Property, and (B) holds the entire interest of "Landlord" under the Lease. Landlord has not transferred, pledged, or assigned, in whole or in part, any of its right, title or interest in, to, or under the Lease or any of its right, title, or interest in or to the Property, and has not executed, assumed or taken subject to any mortgage, deed of trust or other consensual lien encumbering Landlord's interest in the Property or the Lease. There are no leases, licenses or occupancy agreements by Landlord of any portion of the Premises except the Lease.

(j) Landlord has no knowledge of any right of possession or claim of right of possession to the Premises or portion thereof by any party other than Tenant or any party claiming a right pursuant to a lien or encumbrance.

(k) Landlord has no option to terminate or otherwise modify the terms and conditions of the Lease other than as specifically provided in the Lease.

(l) Landlord has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Property and its operation thereon, including, without limitation, any environmental laws, and has no reason to believe that there are grounds for any claim of any such violation.

ARTICLE III MISCELLANEOUS

3.1 **Governing Law.** This Amendment and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Nebraska without regard to principles of conflicts of law. Actions brought hereunder shall be brought in the State of Nebraska.

3.2 **No Modification.** Except as otherwise modified by this Amendment, all terms and conditions of the Lease shall remain in full force and effect, and the Parties do hereby ratify and confirm the Lease as modified hereby. As of the Amendment Effective Date, the terms and conditions of this Amendment shall be deemed a part of the Lease for all purposes and all references to the Lease shall hereafter refer to the Lease as modified by this Amendment.

3.3 **Authority.** Each Party has duly authorized the execution and delivery of this Amendment and represents that the individual executing this Amendment on behalf of the Party has the legal authority to bind the respective Party.

3.4 **Binding Agreement.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.5 **Counterparts.** This Amendment may be executed in any number of counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Amendment under seal as of the Amendment Effective Date.

CITY OF SCOTTSBLUFF

as Landlord:

By: _____

Name: _____

Title: _____

[_____] ,

as Tenant

By: Sol CES Projects, LLC, its sole member

By: Sol Customer Solutions, LLC, its sole member

By: Sol Systems, LLC, its managing member

By: _____

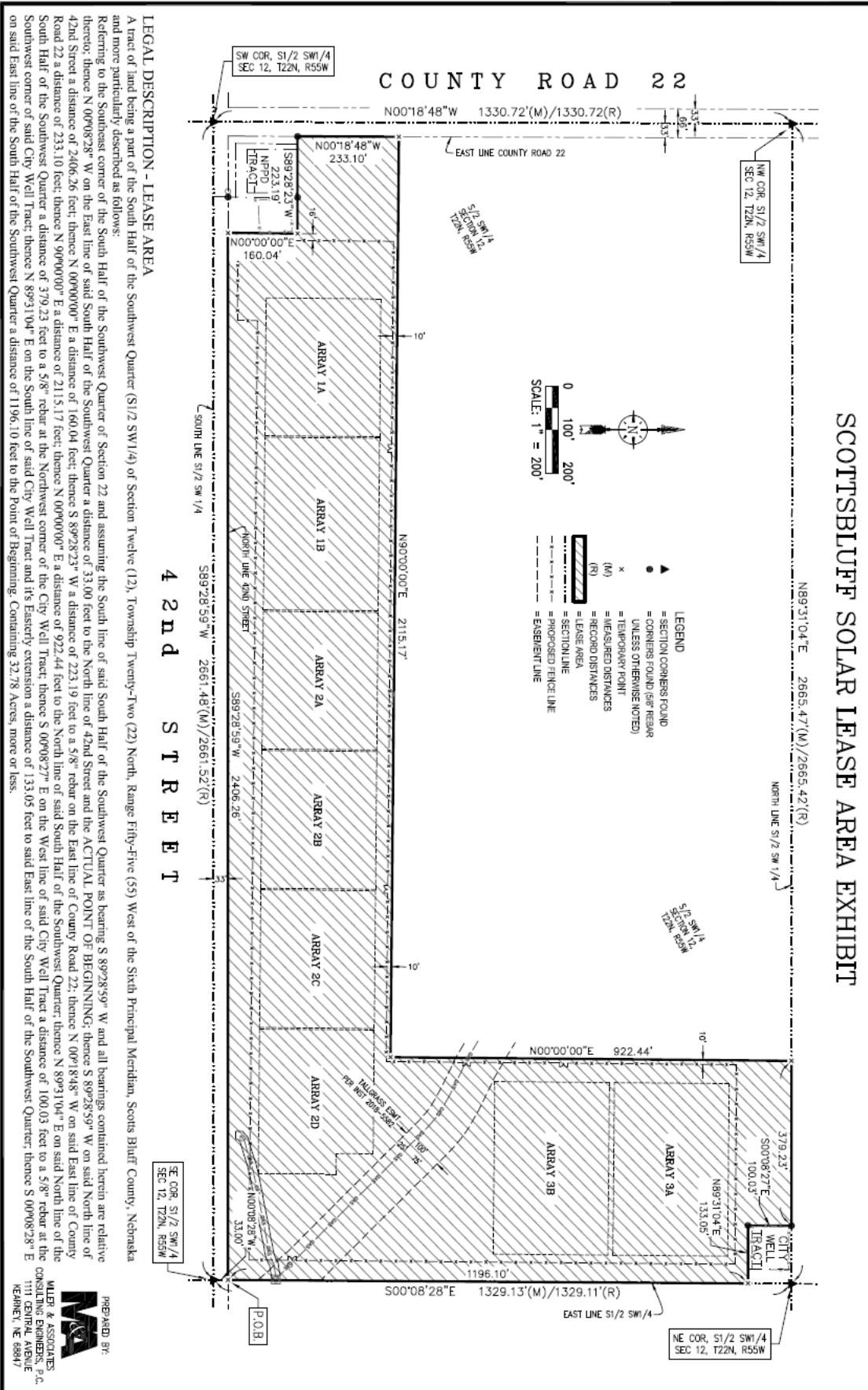
Name: _____

Title: _____

[Signature Page to First Amendment and Estoppel]

Annex A Premises

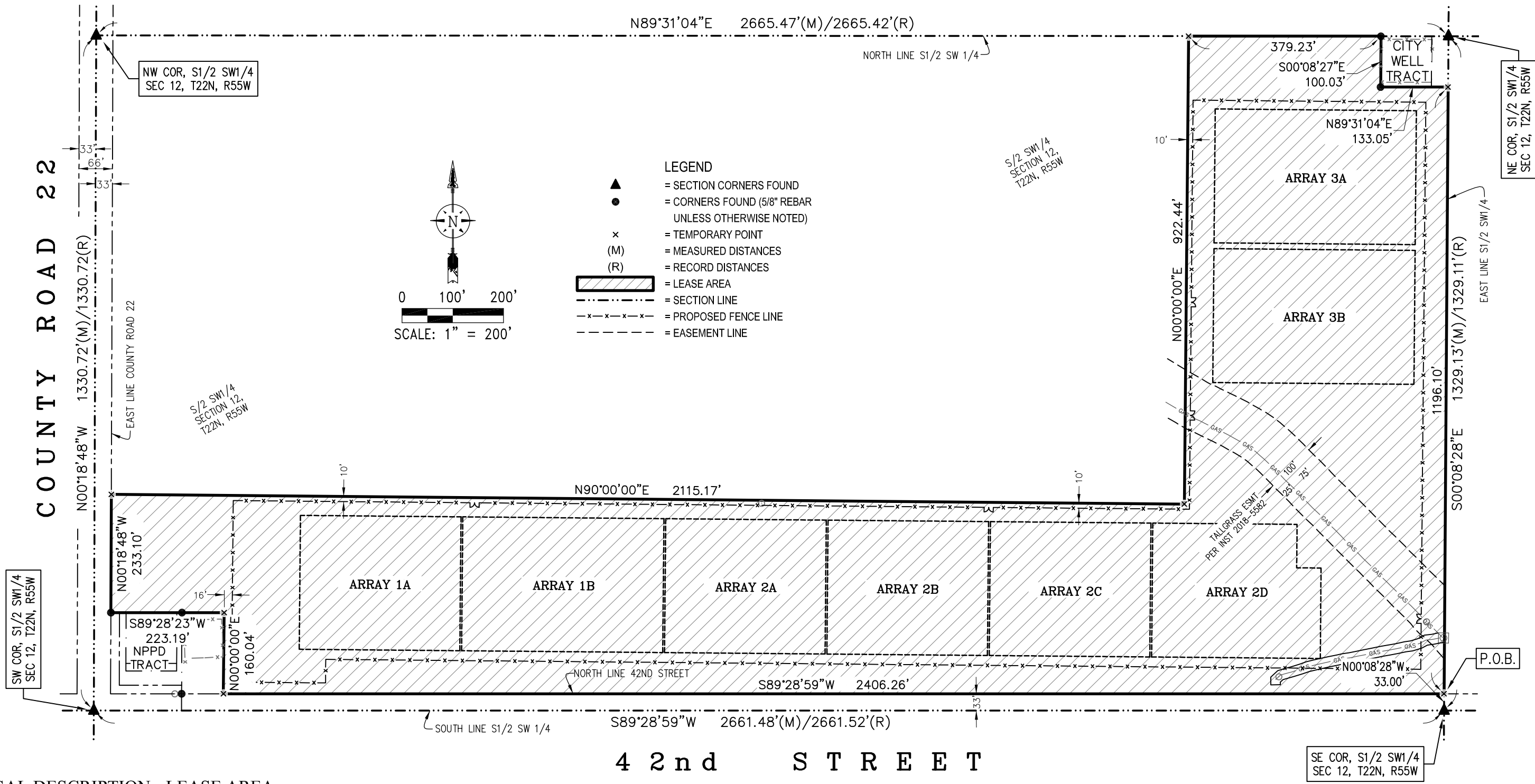
PLOTTED: 8/15/2019 1:40 PM G:\Projects\487\487-P1-010 Scotts Bluff\Chil-Dwgs\Design Drawings\Survey Design\Scottsbluff-Sol Systems Lease Area.dwg



Annex B
Lease

[See Attached]

SCOTTSBLUFF SOLAR LEASE AREA EXHIBIT



LEGAL DESCRIPTION - LEASE AREA

A tract of land being a part of the South Half of the Southwest Quarter (S1/2 SW1/4) of Section Twelve (12), Township Twenty-Two (22) North, Range Fifty-Five (55) West of the Sixth Principal Meridian, Scotts Bluff County, Nebraska and more particularly described as follows:

Referring to the Southeast corner of the South Half of the Southwest Quarter of Section 22 and assuming the South line of said South Half of the Southwest Quarter as bearing S 89°28'59" W and all bearings contained herein are relative thereto; thence N 00°08'28" W on the East line of said South Half of the Southwest Quarter a distance of 33.00 feet to the North line of 42nd Street and the ACTUAL POINT OF BEGINNING; thence S 89°28'59" W on said North line of 42nd Street a distance of 2406.26 feet; thence N 00°00'00" E a distance of 160.04 feet; thence S 89°28'23" W a distance of 223.19 feet to a 5/8" rebar on the East line of County Road 22; thence N 00°18'48" W on said East line of County Road 22 a distance of 233.10 feet; thence N 90°00'00" E a distance of 2115.17 feet; thence N 00°00'00" E a distance of 922.44 feet to the North line of said South Half of the Southwest Quarter; thence N 89°31'04" E on said North line of the South Half of the Southwest Quarter a distance of 379.23 feet to a 5/8" rebar at the Northwest corner of the City Well Tract; thence S 00°08'27" E on the West line of said City Well Tract a distance of 100.03 feet to a 5/8" rebar at the Southwest corner of said City Well Tract; thence N 89°31'04" E on the South line of said City Well Tract and it's Easterly extension a distance of 133.05 feet to said East line of the South Half of the Southwest Quarter; thence S 00°08'28" E on said East line of the South Half of the Southwest Quarter a distance of 1196.10 feet to the Point of Beginning. Containing 32.78 Acres, more or less.

PREPARED BY:
MA
MILLER & ASSOCIATES
CONSULTING ENGINEERS, P.C.
1111 CENTRAL AVENUE
KEARNEY, NE 68847

PLOTTED: 8/15/2019 1:40 PM G:\Projects\487\487-P1-010 Scotts Bluff-Civil-Dwgs\Design Drawings\Survey Design\Scottsbluff-Sol Systems Lease Area.dwg

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Reports4

Council to discuss and consider action on adding two School Resource Officer Positions to the budget and finalize the partnership with Western Nebraska Community College.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Reports5

Council to discuss and consider action on an agreement between Western Nebraska Community College & the City of Scottsbluff Fire Department to allow Health Sciences Division Students to obtain clinical experience by riding with the Fire Department and authorize the Mayor to execute the agreement.

Staff Contact: Thomas Schingle, Fire Chief

AGREEMENT

This agreement, made this 1st day of August 2019 between Scottsbluff Fire Department, hereinafter called "Clinical Agency," and Western Nebraska Community College for Health Sciences Division, Scottsbluff, Nebraska, hereinafter called "Health Sciences Division, WNCC or College."

Whereas, the Clinical Agency has certain facilities available and desires to provide such facilities to the Health Sciences Division, and

Whereas, the Health Sciences Division has education programs and desires to make use of certain facilities of the Clinical Agency, and

Whereas, the Clinical Agency agrees to provide practical clinical experience in one or more of the following programs as described in item 4 listed below:

1. Practical Nursing Program (PN) with observational experience or WNCC faculty-supervised experience.
2. Associate Degree of Nursing (AD-N) with observational experience, preceptor experience and/or WNCC faculty-supervised experience.
3. Surgical Technical Program (ST) with preceptor experience.
4. Emergency Medical Services Program (EMS) with observational experience, and/or preceptor experience.
5. Phlebotomy Technician (PBT) with observational experience, WNCC faculty-supervised experience and/or preceptor experience.
6. Medical Lab Tech Program (MLT) with observational experience, WNCC faculty-supervised experience and/or preceptor experience.
7. Medical Lab Tech Assistant Program (MLA) with observational experience, WNCC faculty-supervised experience and/or preceptor experience.

For purposes of clinical experience, the following definitions shall apply:

- a. **OBSERVATIONAL EXPERIENCE** means an assignment to a facility or unit where student observes the role of the facility and the role of the staff within the facility, but where students do not participate in direct patient/client care. Direct faculty or preceptor supervision is not required for an observational experience."
- b. **PRECEPTOR EXPERIENCE** means an assignment to a facility or unit where the staff member providing direct supervision of the student learning experience is an employee of the agency. The preceptor acts as a facilitator of the student learning and serves as a role model who is immediately available in the clinical setting.
- c. **WNCC FACULTY-SUPERVISED EXPERIENCE** means an assignment to a

facility or unit where a WNCC faculty member directly supervises the student learning experience.

Now therefore, in consideration of the covenants and agreements herein contained, the parties agree as follows:

1. Clinical Agency requirements for students and faculty include, without limitation (documentation to be maintained by and at the Health Sciences Division and be available upon request):
 - a. Varicella Immunity: One of the following is required:
 - i. History of disease
 - ii. Documentation of immune varicella titer
 - iii. Documentation of 2 doses of varicella vaccine
 - b. Rubella Immunity: One of the following is requires:
 - i. Documentation of immune rubella titer
 - ii. Documentation of at least 1 dose of rubella vaccine.
 - c. TB Skin Test: Documentation of TB skin test completed within the last 12 months.
 - d. Hepatitis B Vaccine: Three (3) doses are recommended, but not required.
 - e. Measles Immunity: One of the following is recommended, but not required:
 - i. History of disease
 - ii. Documentation of immune measles (rubeola) titer
 - iii. Documentation of at least one (1) dose of measles vaccine, with two (2) doses recommended.
 - f. Mumps Immunity: One of the following is recommended, but not required:
 - i. History of disease
 - ii. Documentation of immune mumps titer
 - iii. Documentation of at least two (2) doses and mumps vaccine
 - g. Tetanus: Documentation of completed primary series and booster dose within ten (10) years is recommended, but not required.
2. Students shall abide by Clinical Agency's flu shot policies.

3. Clinical Agency may request that the Health Sciences Division remove from the program any student whose work, conduct, or health may have a detrimental effect on patients or the Clinical Agency.
4.
 - A. The Health Sciences Division shall inform its students and faculty members of Clinical Agency policies, rules, and regulations that relate to the Program at Clinical Agency, i.e., including, but not limited to, confidentiality, infection control and safety. Health Sciences Division shall ensure that each student participating in the Program at Clinical Agency has passed a recently conducted criminal background check covering a period of at least seven (7) years immediately prior to their arrival at Clinical Agency or the minimum, any misdemeanors, felonies or social security number discrepancies on record, for each city and state the student has resided in over the past seven (7) years. Health Sciences Division shall provide Clinical Agency with verification of such criminal background check, upon request.
 - B. Students and faculty members of the Health Sciences Division shall abide by all applicable policies and procedures of Clinical Agency and all applicable federal, state and local laws, rules and regulations, including all laws pertaining to confidentiality and security of individually identifiable health information (expressly including the HIPAA regulations set forth at 45 CFR Pars 160 and 164, and any policies and procedures related to Clinical Agency electronic medical records system. Students and faculty members of Health Sciences Division shall use appropriate safeguards to prevent the use and/or disclosure of patient identifiable medical information. Any known misuse of patient identifiable medical information shall be immediately reported to Clinical Agency. Any violation of laws, rules or regulations or Clinical Agency policies and procedures and/or willful misconduct or negligence by a student or faculty member, may result in termination of this Agreement.
5. For purposes of this Agreement, the term "Clinical Agency Confidential Information" means all information, in oral, written, visual, and/or other tangible form which may include, but is not limited to, documents, information, techniques, technology, data, samples, substances and materials provided by or on behalf of Clinical Agency in connection with the Program. All Clinical Agency Confidential Information will be disclosed in confidence and trust, and Health Sciences Division, its students and faculty members shall not, directly or indirectly, use this information for any purpose other than participation in this program at Clinical Agency. Further, Health Sciences Division agrees not to disclose, publish, disseminate, or otherwise permit any unauthorized use of or access to any of the Clinical Agency Confidential Information in any way except with the written consent of Clinical Agency. Health Sciences Division agrees that its faculty, employees and students will employ all reasonable steps to protect Clinical Agency Confidential Information from unauthorized or inadvertent disclosure. The provisions of this Agreement shall not pertain to (a)

information or data that is publicly available other than as a result of any improper disclosure, including, without limitation, a disclosure in violation of any of the terms of this Agreement; or (b) information that is required to be produced or disclosed pursuant to subpoena or other legal process.

6. Health Sciences Division, as well as its faculty and students, acknowledge that Clinical Agency Confidential Information may contain valuable trade secrets of Clinical Agency, which are subject to applicable trade secret laws. Health Sciences Division further acknowledges, on behalf of itself, its faculty members and students, that the unauthorized disclosure, use or disposition of Clinical Agency's Confidential Information could cause irreparable harm and significant injury which may be difficult to ascertain. Accordingly, Health Sciences Division agrees that Clinical Agency shall have the right to seek immediate injunctive relief due to any existing or threatened breach of this Agreement, in addition to any other remedies that may be available at law or in equity.
7. Health Sciences Division shall be responsible for informing its faculty and students who will be participating in the Program at Clinical Agency of Health Sciences Division's obligations under this Agreement, and shall require like obligations of said faculty members and students with respect to Clinical Agency's Confidential Information.
8. The Health Sciences Division and the Clinical Agency will negotiate and determine at least three (3) weeks prior to the commencement of each rotation the number of students who will be using the facilities of the Clinical Agency during that respective period, and of the dates of commencement and completion of such period.
9. The Health Sciences Division shall insure that all of its students, faculty, and all other representatives of the Health Sciences Division, using the facilities of the Clinical Agency, will follow all policies of the Clinical Agency.
10. The Clinical Agency shall have the right to deny the use of its facilities to any student, faculty member, or any other representative of the Health Sciences Division who fails to comply with the Scope of Practice for the student's professional discipline in the State of Nebraska or any policies of the Clinical Agency.
11. The Health Sciences Division shall offer a program of study to its students using the Clinical Agency facilities which will meet the criteria of state or national accreditation required for the student's professional discipline.
12. The Health Sciences Division shall be responsible for providing the necessary faculty for the WNCC faculty-supervised clinical experiences during its use of the Clinical Agency facilities, except for observational and preceptor experiences as outlined on page one (1).

13. Representatives of the Health Sciences Division shall in no way whatsoever be deemed to be employees, servants, agents, or representatives of the Clinical Agency.
14. The Health Sciences Division shall not remove any patient records from the premises of the Clinical Agency.
15. The Clinical Agency shall have the sole and exclusive right and power to supervise and direct the use of Clinical Agency facilities by the Health Sciences Division. The Health Sciences Division shall be responsible for its students, faculty members, or representatives during use of the Clinical Agency facilities by the Health Sciences Division, except as hereinafter provided. Clinical Agency employees shall assume accountability for the overall quality care for each patient assigned to students. Clinical Agency shall provide direction for students and faculty as indicated.
16. The Health Sciences Division shall appoint at least one member of its faculty to meet with departmental administrator of the Clinical Agency's to insure the most efficient use of the facilities.
17. The students and faculty members of the Health Sciences Division shall be entitled to use the conference rooms in a clinical area on arrangement with the departmental administrator of the Clinical Agency.
18. The faculty of the Health Sciences Division shall provide the departmental administrator of the Clinical Agency with information about the numbers of students, the times assigned, learning goals and experiences planned for students assigned to that unit.
19. The Health Sciences Division shall maintain a ratio of faculty to students which is satisfactory to the Clinical Agency to provide safe care and to comply with the policies of the Clinical Agency.
20. Any student or faculty member of the Health Sciences Division using the facilities of the Clinical Agency shall be covered through the College by professional liability insurance or malpractice insurance in the amount of at least \$1,000,000 per occurrence, through a carrier licensed or approved by the state of Nebraska. Proof of such insurance shall be provided to the Clinical Agency by College. The College shall notify the Clinical Agency at least 10 days in advance if the policy is to be canceled or amended to reduce coverage. In addition, Health Sciences Division requires students to carry personal liability insurance.
21. The Clinical Agency shall make the cafeteria/kitchen of the Clinical Agency available to students, faculty members, and representatives of the Health Sciences Division.

22. The students, staff members or representatives of the Health Sciences Division shall not be used as a replacement for the usual staff services required for the care of patients of the Clinical Agency.
23. The Clinical Agency shall permit faculty members of the Health Sciences Division to select patients for clinical experience subject to the rules, regulations, and policies set by the Clinical Agency. The Health Sciences Division reserves the right to select patients, instructors, and students for its program and the circumstances under which its faculty and students will conduct said clinical experience.
24. In the event of a violation of any of the terms and provisions hereof by a party hereto, the other party may give the violating party written notice of such violation and this agreement shall terminate automatically if the violation is not corrected within thirty (30) days after receipt of such written notice by the violating party, provided, however, that the waiver of any of the terms and provisions of this agreement by a party hereto shall not operate or be construed as a waiver of any subsequent violations.
25. Reasonable Cause Drug Testing may be undertaken for a Health Sciences student (PN, AD-N, ST, EMS, PBT, MLT, MLA) when reasonable cause exists that the student is impaired due to drug or alcohol use. Reasonable cause shall be defined as an identifiable impairment as detected by a trained observer as selected by the Clinical Agency and will be carried out in accordance with Drug Test Plan and WNCC policy.
26. This Agreement shall be effective from August 1, 2019 through July 31, 2022. This Agreement shall automatically renew for an additional three (3) year term unless either party gives a one (1) year written notice, which must be received by the other party prior to August 1 for termination to be effective on July 31 of the following year.

IN WITNESS WHEREOF, under the authority of their governing bodies, the parties have hereto set their hand and seals on this 1st day of August, 20 19.

WESTERN NEBRASKA COMMUNITY COLLEGE

BY: William D. Knapper

Name: William D. Knapper

Title: Vice President of Administrative Services

SCOTTSBLUFF FIRE DEPARTMENT

BY: _____

Name: Raymond Gonzales, Mayor of Scottsbluff
Representative Scottsbluff Fire Department

cc: John Bishop, Emergency Medical Services Interim Director

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Reports6

Council to discuss and consider action on Marketing/Rebranding Efforts for the City.

Staff Contact: Nathan Johnson, City Manager

From: [Nathan Johnson](#)
To: [Jeanne McKerrigan](#); [Nathan Green](#); [Raymond Gonzales](#); [Raymond Gonzales](#); [Scott Shaver](#); [Terry Schaub](#)
Cc: [Kimberley Wright](#); [Kent Hadenfeldt](#) (KHadenfeldt@simmonsolsen.com)
Subject: FW: Scottsbluff's Website Strategy
Date: Wednesday, August 14, 2019 2:32:19 PM
Attachments: [image001.png](#)

Good Afternoon,

Based on the response below I am now confused. At the last City Council Meeting on 8/5 the City Council decided to not take any action on a "marketing plan" for the City in the upcoming budget year. Is this not the case?

Any clarification would be great as we are trying to finalize the budget.

Thanks,

Nathan

From: Jenna Lundberg [<mailto:lundberg@civicplus.com>]
Sent: Wednesday, August 14, 2019 2:25 PM
To: Nathan Johnson
Subject: RE: Scottsbluff's Website Strategy

It appears that my product expert Kalib had been talking to Nathan Green.

Jenna Lundberg

Community Engagement Specialist • **CivicEngage**

P: 785.370.7780

[CivicPlus.com](#)



THE Integrated Technology Platform

From: Nathan Johnson <njohnson@scottsbluff.org>
Sent: Wednesday, August 14, 2019 3:24 PM
To: Jenna Lundberg <lundberg@civicplus.com>
Subject: RE: Scottsbluff's Website Strategy

Hi Jenna,

Who have you been working with?

Thanks,

Nathan

From: Jenna Lundberg [<mailto:lundberg@civicplus.com>]
Sent: Wednesday, August 14, 2019 1:59 PM
To: Nathan Johnson
Subject: Scottsbluff's Website Strategy

Good afternoon Nathan,

Happy Wednesday! I hope you are having a good week so far. At least we are halfway to the weekend!

I am reaching out to you because we had been in touch with other officials in the city, but have been having troubles reaching them. It sounded like Scottsbluff was contemplating a website project in the near future, is this still the case? We were working on getting a demo set up, but haven't been able to get a time narrowed down yet.

If you are not the right person to be reaching to, feel free to point me in the right direction.

Thank you Nathan! Have a great evening.

Jenna Lundberg

Community Engagement Specialist • **CivicEngage**

P: 785.370.7780

CivicPlus.com



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⌋

** This is an EXTERNAL email. Exercise Caution. DO NOT open attachments or click links from unknown senders or unexpected email. **

The Scottsbluff City Council met in a regular meeting on August 5, 2019 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 2, 2019, 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 emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on August 2, 2019. Mayor Gonzales presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor Gonzales 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 who they are representing for the record. Mayor Gonzales 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: Raymond Gonzales, Jeanne McKerrigan, and Nathan Green. Also present were City Manager Johnson and City Attorney Kent Hadenfeldt. Absent: Terry Schaub and Scott Shaver.

Mayor Gonzales asked if there were any changes to the agenda. There were none. Mayor Gonzales 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.

Council Member Green asked that consent item 7a, approving the minutes of the July 29, 2019 Regular Meeting, be removed for discussion.

Moved by Council Member McKerrigan, seconded by Mayor Gonzales that,

- b) Council acknowledge receipt of the draft report from M.C. Schaff & Associates on the Platte Alliance Water Supply Level II Study, "YEAS," McKerrigan, Green, and Gonzales. "NAYS," None. Absent: Schaub and Shaver.

Council Member Shaver entered the meeting at 6:04 p.m.

Council Member Green started discussion regarding the July 29, 2019 Regular Meeting minutes. He questioned how the minutes read, stating the motion made by Council Member Schaub, regarding the hotel occupation tax, was to come back with direction to Council, feeling the motion was worded differently than what was voted on. Council Member Green was concerned the motion was written to reflect Council was voting to pass the increase to the hotel occupation tax because of the words "based upon" in the minutes. The motion read, to direct staff to come back, based upon the passage of the increase of the occupation tax from 4% to 8%, with specific guidelines as to how the increase will be used to fund recreational projects. Council Member Shaver added that Council Member McKerrigan, after the motion, clarified that it was only to get direction on how the money was spent and that was not in the minutes. Legal Counsel Hadenfeldt clarified, saying an Ordinance was not drafted because he understood Council was in favor of increasing the tax and needed staff to bring back some numbers and then decide what to do with the increased amount, adding the motion in the minutes reflected that. Council Member McKerrigan made the motion, seconded by Mayor Gonzales, to approve the minutes of the July 29, 2019 Regular Meeting, "YEAS," Green, Gonzales, and McKerrigan. "NAYS," Shaver. Absent: Schaub.

Moved by Council Member McKerrigan, seconded by Council Member Green, that the following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated August 5, 2019, as on file with the City Clerk and submitted to the City Council, "YEAS," Gonzales, McKerrigan, and Green. "NAYS," Shaver. Absent: Schaub.

CLAIMS

308 EMBROIDERY, UNIFORMS-PD, 20.7; 3M COMPANY, 10 ROLLS WHITE PAVEMENT MARKING TAPE, 2008.99; ADVANCE AUTO PARTS, ES STOCK - DEF, 107.52; ALLO COMMUNICATIONS, LLC, LOCAL TELEPHONE CHARGES, 4026.81; ANITA'S GREENSCAPING INC, CONT SRVCS., 504; ATLANTIC SIGNAL LLC, EQUIP MAINT-PD, 87.5; B & H INVESTMENTS, INC, DEPSUP.-LIBRARY, 288; BIGDADDY COMPUTER SOLUTIONS, DATABASE REPAIR, 270; BLACK HILLS GAS DISTRIBUTION LLC, MONTHLY ENERGY BILL, 1,3645.98; BLUFFS SANITARY SUPPLY INC., JAN. SUP., 1023.67; BRODART CO, DEP. SUP., 258.04; CAPITAL BUSINESS SYSTEMS INC., CONTRACTUAL-PD, 44; CARR- TRUMBULL LUMBER CO, INC., SUPP - HEM FIR, 61.98; CASH WA DISTRIBUTING, CONCESSION, 1123.54; CELLCO PARTNERSHIP, CELL PHONES-PD, 1449.52; CITIBANK N.A., DEPT SUP, 623.74; CITIBANK, N.A., DEPT SUPP PARK, 169.05; CITY OF SCB, PETTY CASH, 84.58; CLARK PRINTING LLC, DEPT SUPP PARK, 711.35; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY, LIFE/& ACCIDENT INS, 48.7; CONTRACTORS MATERIALS INC., SUPP - CONCRETE SAW BLADE, 431.78; CORE & MAIN LP, DEPT SUP, 3161.98; CORNHUSKER MARRIOTT HOTEL, SCHOOL & CONF, 216; COW COUNTRY SALES & SERVICE LLC, EQUIP MAINT CEM, 6655; CROELL INC, DEPT SUP, 121.45; CYNTHIA GREEN, DEPT/JANIT SUPPL-PD, 201.76; D & H ELECTRONICS INC., FANS FOR TRAFFIC SIGNAL CONTROLLER BOXES, 50.08; DALE'S TIRE & RETREADING, INC., FLEET TIRE REPAIRS, 3049.87; DAS STATE ACCOUNTING-CENTRAL FINANCE, MONTHLY LONG DISTANCE, 126.09; DOOLEY OIL INC, ES STOCK - ANTIFREEZE, 73.31; DUANE E. WOHLERS, HAULING RECYCLING TO DENVER, CO, 1600; ENERGY LABORATORIES, INC DEPT 6250, SAMPLES, 135; ESQUIO RIOS JR, CONTRACTUAL, 144; FAT BOYS TIRE AND AUTO, EQUIP MAINT PARK, 292; FEDERAL EXPRESS CORPORATION, POSTAGE, 67.23; FINDAWAY WORLD LLC, A/V, 291.21; FLOYD'S TRUCK CENTER SCOTTSBLUFF, REPAIRS TO UNIT #816, 840.6; FRANCHETTI MATTHEW, CONTRACTUAL, 324; FRANCISCO'S BUMPER TO BUMPER INC, TOW SERVICE-PD, 100; FREMONT MOTOR SCOTTSBLUFF, LLC, VEH MAINT PARK, 636.08; FYR-TEK INC, 1 INCH FORESTRY NOZZLE FOR BRUSH 1, 85; GALLS INC, CIP-PO-BODY ARMOR, 8989.86; GENERAL ELECTRIC CAPITAL CORPORATION, CAR SEAT GRANT-PD, 764.3; GENERAL TRAFFIC CONTROLS, INC, TRAFFIC SIGNAL SUPP - CONTROLLER & MONITOR, 4894.5; GROVE DONNA, PARK SHELTER, 25; HAWKINS, INC., CHEMICALS, 5765.95; HULLINGER GLASS & LOCKS INC., DEPT SUPP PK, 105.5; HYDRONIC WATER MANAGEMENT, EQUIP MAINT., 425; HYDROTEX PARTNERS, LTD, ES STOCK - PINTAC, 365.44; IDEAL LAUNDRY AND CLEANERS, INC., JANITORIAL SUPP PK, 1133.9; INDEPENDENT PLUMBING AND HEATING, INC, BLDG MAINT PARK, 391.63; INFINITY CONSTRUCTION, INC., 42ND STREET - AVE I TO 5TH AVE, 119518.55; INGRAM LIBRARY SERVICES INC, BKS., 749.44; INTERNAL REVENUE SERVICE, WITHHOLDINGS, 58991.43; INTERNATIONAL CODE COUNCIL, INC., DEPT SUPP DS, 537.8; INTRALINKS, INC, CONTRACT SERVICES - LIBRARY - JUNE 2019, 6654.98; INVENTIVE WIRELESS OF NE,

LLC, CONTRACTUAL, 57.95; J & A TRAFFIC PRODUCTS, LLC, TRAFFIC SUPP - CONES, 788.4; J G ELLIOTT CO. INC., NOTARY BOND - J. HESSLER, 70; JOHN DEERE FINANCIAL, INVEST SUPPL-PD, 183.81; JOHN DEERE FINANCIAL, DEPT SUPP CEM, 430.43; JOHN DEERE FINANCIAL, PARKS #395- OIL FILTER, 62.42; JOHNSON EARL, CONTRACTUAL, 1000; JUSTIN HOUSTOUN, PER DIEM FOR LEADERSHIP CLASS, 91; KEMBEL JARED, CONTRACTUAL, 198; KIRK BERNHARDT, CONTRACTUAL, 1152; KNOW HOW LLC, PARKS #318- ROTORS & PADS, 1186.24; LANDAUER, INC, EQUIP MAINT-PD, 161.4; LAWSON PRODUCTS, INC, DEPT SUPP PK, 92.7; LEAGUE ASSOCIATION OF RISK MANAGEMENT, VEHICLE INS. - ENDORSEMENT #15, 293.36; LEAGUE OF NEBRASKA MUNICIPALITIES, 2019 ANNUAL CONF. REGISTRATION - N. JOHNSON, 351; LINCOLN COUNTY SHERIFF, LEGAL FEES-PD, 21.05; M.C. SCHAFF & ASSOCIATES, INC, PROF SERVICES - 42ND ST, AVE I TO 5TH AVE, 22157; MAIL FINANCE INC, CONT SRVCS. , 366; MARKETING CONSULTANTS , PROGRAMMING, 544; M-B CO, INC, TRANS #449- REGULATORS, 257.87; MENARDS, NC, DEPT SUPP REC, 1021.69; MICHAEL B KEMBEL, BLDG MAINT-PD, 1059.5; MICHAEL BEEBE, CONTRACTUAL SVC, 391.68; MIDLANDS NEWSPAPERS, INC, LEGAL NOTICE, 33.98; MIKESELL L JO, CONTRACTUAL, 400; MONUMENT CAR WASH INC, VEH MAINT, 7.15; MPH INDUSTRIES INC, CIP-PO-PATROL CARS, 1755.96; NE CHILD SUPPORT PAYMENT CENTER, NECHILD SUPPORT PYBLE, 1163.1; NE COLORADO CELLULAR, INC, CONTRACTUAL SVC, 75.64; NE DEPT OF REVENUE, SALES TAX, 25483.25; NE LIBRARY COMMISSION, SBSCR., 1488.3; NEBRASKA SAFETY & FIRE EQUIPEMENT INC., EQUIP MAINT-PD, 30; NEBRASKA MACHINERY CO, ALTERNATOR FOR UNIT #830, 367.99; NEBRASKA PUBLIC POWER DISTRICT, ELECTRICITY, 24653.9; NEBRASKA RURAL RADIO ASSOCIATION, CONTRACTUAL SVC, 325; NEBRASKALAND TIRE, INC, POLICE #4- TIRES, 588; NEWMAN, TIMOTHY, TRAVEL FOR PLANNING MEETING, 120; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF, BLDG MAINT PARK, 493.81; O'KEEFE ELEVATOR COMPANY INC, EQUIP MAIN., 817.5; OREGON TRAIL PLUMBING, HEATING & COOLING INC, BLDG MAINT ADM, 8324; PANHANDLE COLLECTIONS INC, WAGE ATTACHMENT, 194.92; PANHANDLE COOPERATIVE ASSOCIATION, GASOLINE-PD, 4493.04; PANHANDLE ENVIRONMENTAL SERVICES INC, CONTRACTUAL SVC, 506; PANHANDLE HUMANE SOCIETY, CONTRACTUAL, 5174.59; PANHANDLE PARTNERSHIP FOR HEALTH & HUMAN SERVICES, 2019 MEMBERSHIP DUES, 100; PATTLEN ENTERPRISE, INC, GROUND MAINT PK, 43.8; PAUL MENDOZA, CONTRACTUAL, 162; PAUL REED CONSTRUCTION & SUPPLY, INC, GROUND MAINT PK, 480.64; PEPSI COLA OF WESTERN NEBRASKA, LLC, CONCESSION, 493.5; PLATTE VALLEY BANK, HEALTH SAVINGS ACCOUNT, 9874.26; POSTMASTER, POSTAGE, 929.48; POWERPLAN, TRANS #453- KNOB, 206.68; PRAISE WINDOWS INC, BLDG MAIN., 465; QUILL CORPORATION, DEPT SUPPL-PD, 404.89; REAMS SPRINKLER SUPPLY CO., DEPT SUPP CEM, 1396.71; REGANIS AUTO CENTER, INC, POLICE #6- COOLING FAN & MOTOR, 416.68; REGIONAL CARE INC, CLAIMS, 171084.7; REGIONAL WEST MEDICAL CENTER, EMS SUPPLIES- AMBU BAG, COBAN, 4X4S, LANCETS, 99.14; RICHARD CELLI, SERVICE UTV AFTER SEARCH AND RESCUE, 337.7; RICHARD P CASTILLO, CONTRACTUAL, 108; ROD CLAUSE, LB 840 GRANT FUNDS, 280.7; RODRIGUEZ JOSE R, TOW SERVICE-PD, 389; ROOSEVELT PUBLIC POWER DISTRICT, ELECTRICITY, 2776.75; RURAL HEALTH DEVELOPMENT, INC., ECONOMIC DEV, 6383.33; S M E C, EMPLOYEE DEDUCTION, 276.5; SANDBERG IMPLEMENT, INC, DEPT SUPP CEM, 508.47; SCB

FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,225; SCHANK HOLDINGS INC,BLDG. MAIN.,136;SCHOLASTICLIBRARYPUBLISHING,BKS.,664.55;SCOTTAARON,CONTRACTUAL,234; SCOTT SHAVER,BUSINESS TRAVEL,277.71;SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,512.75; SCOTTS BLUFF COUNTY PUBLIC TRANSIT,CONTRACTUAL,3736; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,576; SHERIFF'S OFFICE,LEGALFEESPD,59.64;SIMMONSOLSENLAWFIRM,P.C.,CONTRACTUAL,14383.79;SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,7085.07; SNELL SERVICES INC.,ELEC MAINT CEM,447.5; SONNY'S TOWING,TOW SERVICE-PD,305; SOUNDSLEEPER SECURITY INC.,CONTRACTUAL-PD,14.95; SOUTHERN UNIFORM EQUIPMENT,UNIFORM SHIRTS, BELTS, AND T-SHIRTS,524.72; STARR LEHL,REIMBURSEMENT - NATL WESTERN STOCK SHOWWNTC,296.16;STATEHEALTHLAB,SAMPLES,355;STATEOFNE.,CONTRACTUALPD,315; STRICKERMARTIN,CONTRACTUAL,72; SUHOR INDUSTRIES, INC.,DEPT SUPP CEM,110; THE PEAVEY CORP,INVEST SUPPL-PD,128.4; THOMASON VICKY,DEPT SUP,106.99; TYLER TECHNOLOGIES, INC,UB ONLINE FEE (8/1/19 - 8/31/19),348; UNION BANK & TRUST,RETIREMENT,36127.83; UNITED STATES WELDING, INC,WELDING WIRE,115; US BANK,2019 ICMA ANNUAL CONF.REGISTRATION - N.JOHNSON,5248.79; VOGEL WEST, INC,HOSE FOR PRESSURE WASHER,49.78; WESTERNCOOPERATIVE COMPANY,GROUT MAINT PK,340.03; WESTERN NE TOURISM COALITION,2019-2020 WNTC MEMBERSHIP DUES,100; WESTERN NEBRASKA ENVIRONMENTAL SERVICES,EQUIP MAINT,208.57; WILLIAM F SHAMMEL,TOW SERVICE-PD,326.8; WILSON ZACHARIAH,CONTRACTUAL,126; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08; WYOMING FIRST AID & SAFETY SUPPLY, LLC,FIRST AID KIT SUPPLIES,163.52; WYOMING WATER DEVELOPMENT OFF,PAWS FEASIBILITY STUDY,2485;

Mr. Jeremiah Blake, Director of Government Affairs with Charter Communications in Nebraska approached Council regarding the Ordinance updating Cable Television Systems including Franchise Procedures and guidelines for Rights-of-Way. Mr. Blake explained he is in support of the revised Ordinance and gave a brief overview of the company, stating Charter Communications offers video, voice, and broadband services under the brand name Spectrum. They serve 183,000 customers in 88 communities in Nebraska ranging from Scottsbluff to Nebraska City. With regards to the revised Ordinance, the purpose is to update terms based on Federal law and clarify the rights and responsibilities of both the City and the cable operators. The Ordinance would allow Charter Communications to construct and operate a cable system under the current terms and conditions specified in the revised Ordinance; the agreement is non-exclusive and they will comply with any Ordinances of general applicability, maintain insurance and indemnify the City of any neglect on behalf of Charter. In exchange for access to the City's right of way they will pay a franchise fee of five percent on all cable revenue and will continue to provide means to the government access channel.

Mayor Gonzales introduced the Ordinance updating Cable Television Systems including Franchise Procedures and guidelines for Rights-of-Way which was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE BY AMENDING CHAPTER 11, ARTICLE 5, DEALING WITH CABLE TELEVISION SYSTEMS AND THE ISSUANCE OF FRANCHISES TO OPERATORS OF CABLE TELEVISION SYSTEMS, ALLOWING FOR THE USE OF RIGHTS-OF-WAY FOR CABLE TELEVISION SYSTEMS, AND REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE WHICH ARE INCONSISTENT**

WITH THIS ORDINANCE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Johnson presented the Resolution to extend the termination notice to the League Association of Risk Management (LARM) to the year 2022. Mr. Johnson explained by extending our renewal commitment for three years we will receive a five percent discount; staff is recommending approval. Mayor Gonzales asked if the City was happy with the coverage. Mr. Johnson answered we are very happy, being a member of LARM has been beneficial to the City. Council Member Green made the motion, seconded by Council Member Shaver, to introduce the Resolution extending the notice of termination for three more years and authorizing the Mayor to put his stamp on it, "YEAS," McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: Schaub.

**League Association of Risk Management
2019-20 Renewal Resolution**

RESOLUTION NO. 19-08-01

WHEREAS, The City of Scottsbluff is a member of the League Association of Risk Management (LARM);

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of The City of Scottsbluff, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- ☒ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2022. **(180 day and 3 year commitment; 5% discount)**
- ☐ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2021. **(180 day and 2 year commitment; 4% discount)**
- ☐ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2020. **(180 day notice only; 2% discount)**

- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2022. (**90 day notice and 3 year commitment only; 2% discount**)
- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2021. (**2 year commitment only; 1%**)
- ☐ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2020. (**90 day Notice only**)

Adopted this 5th day of August, 2019

Signature: _____
 Title: Mayor
 ATTEST: _____
 Title: City Clerk

Please email (customerservice@LARMpool.org) or fax (402.476.4089) the completed resolution to LARM.

Regarding the press release to be sent out to identify new candidate locations for the future construction of a regional landfill to serve Western Nebraska, Mr. Johnson explained this is a partnership with the City of Gering, going out to all media outlets; they are asking Council for their approval. Mr. Johnson stated this is for land owners to discuss the land they own, to be used as a potential landfill, by contacting Travis Evans from TriHydro Corporation. TriHydro will then filter the individual inquiries and then bring to the Cities. Council Member Shaver was concerned there would be additional fees associated with this process. Mr. Mark Bohl, Public Works Director, approached Council and stated this is all included in the contract and there will be no additional fees, adding this is all part of siting the landfill. Council Member Green asked about not having a date on the press release. Mr. Bohl stated TriHydro did not want a date included in the release. They will come to point on what they want to do, depending on the number of calls they receive and they have until December 31st to give us information. Council Member McKerrigan made a motion, seconded by Mayor Gonzales, to authorize the press release identifying new candidate locations for the future construction of a regional landfill to serve Western Nebraska, “YEAS, Gonzales, Green, McKerrigan, and Shaver. “NAYS,” None. Absent: Schaub.

Mr. Johnson informed Council included in their packet are the minutes from the April 29th meeting discussing major outlying projects and the May 9th budget workshop. He explained this is an opportunity for Council to discuss and go over before bringing the budget forward; opening discussion on anything they would like to be add, modify or delete.

- Downtown Plaza - Council Member Shaver asked if this was included in the budget and what was left to be done. Mr. Johnson stated the Downtown Plaza was discussed at the April 29th meeting and he will put it on the agenda for another meeting, adding there are several Downtown

Plaza plans. It is not allocated in the budget because it is a general fund project, but could be changed if Council is willing to look at the Occupation Tax. We are looking at quotes for adding fencing, due to cattle panels needed for events being labor intensive to put up and take down.

- 23 Club – Mr. Johnson explained we are still short of where we need to be to award a bid. Because of this, 23 Club is looking to get lines of credit from local banks to move forward with the project. The City has allocated \$600,000.00 and there is roughly \$200,000.00-\$250,000.00 needed to continue with awarding the bid.
- The Pathway project – Mr. Johnson stated this is moving ahead with an August 29th bid letting.
- Chip Seal project – Mr. Johnson stated we have approximately 2.4 budgeted for this project. Mr. Bohl added this will cover all residential streets, some of East Overland and Avenue B, where we cannot do tear outs. The unused rock can be picked up to go into alleys and we are doing chip seal instead of slurry because slurry does not have the aggregates.
- Westmoor pool- Mr. Johnson explained the pool will close on August 11th, due to the labor force and is anticipated to be open next season.
- Dog park – Mr. Johnson informed Council they are still working with the Park, Rec, & Tree Board and dog park group. An idea has been brought forward of moving the campground along with the dog park, due to flooding issues.
- East Overland Revitalization Efforts – Mr. Johnson explained this project has no money budgeted for this year, but they are looking at grants. Mayor Gonzales asked Economic Development Director, Starr Lehl to give a presentation on the East Overland Revitalization Efforts at the next meeting.
- Transfer station & Compost pad cover - Mr. Johnson stated both are included in this upcoming year's budget. Council Member Shaver asked if the entire cover was budgeted for this year. Mr. Johnson stated yes the cover is, but site improvements will be saved for future years. Council Member Shaver asked if we go out for bids for the cover, how long are they good for. Mr. Johnson stated usually 45 days unless negotiated with the bidders. Council Member Shaver commented we are within 45 days before the budget is approved and we could get bids. Mr. Johnson stated we could, but we would like to have an approved budget. Mr. Johnson will work on options to be brought forward.

Council Member Green started discussion by asking how we can boost our economy and get marketing put on the budget. Council Member Shaver commented we should consider rebranding, acknowledging we can have more power by doing a regional approach and have a consistent front at this end of the State. He stated Scottsbluff and Gering should work together instead of working around each other and not compete with everything. He also stated the entire City should work together and have a solid front including the people, businesses, and schools. Mr. Johnson answered, by stating, the City's latest form of rebranding was revamping the City website and if Council chose to do something different it would be a general fund expenditure. Council Member Green added it's an important topic, but doesn't

know if they have enough to go anywhere with it tonight, asking Council to bring back ideas for a future meeting. Council Member McKerrigan asked about Blue Print Nebraska and commented how it was good for the communities and brought business people together with ideas. Economic Development Director, Starr Lehl approached Council and Mayor Gonzales asked her if the type of leadership team a community has in place is important; do companies want to see a solid leadership team in place. Ms. Lehl answered leadership is definitely important, using the Solar project as an example, citing many businesses look for a community who uses green energy. After discussion, Mayor Gonzales added rebranding is important, but with the changes in the Pathway and expiring zoo contract upcoming, the City needs to work with those first and push this initiative back until next year.

There were no comments from the public. Under Council Reports, Council Member Shaver stated he went to a demonstration of priority dispatch and does not feel he can give an accurate representation of it. Police Chief Kevin Spencer added to Council Member Shaver's comments stating this will be a big improvement to the service provided to the community. Mayor Gonzales stated there is no PADD meeting this Thursday and balloon races kick off Saturday at Gering with a parade at 5:00 p.m., National Night Out is August 6th at 6:00 p.m.

Council Member McKerrigan made the motion, seconded by Council Member Green, to adjourn the meeting at 7:03 p.m., "YEAS," Green, Shaver, Gonzales, and McKerrigan. "NAYS," None. Absent: Schaub.

Attest:

City Clerk

"SEAL"

Mayor

City of Scottsbluff, Nebraska
Monday, May 20, 2019
Regular Meeting

Item Consent2

Approve the minutes of the May 9, 2019 Budget Workshop Special Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a Special Budget Workshop Meeting on Thursday, May 9, 2019 at 8:00 a.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff, NE. A notice of the meeting had been published on May 3, 2019, 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 accommodation to attend the council meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on May 3, 2019.

Mayor Raymond Gonzales presided and City Clerk Wright recorded the proceedings. Mayor Gonzales welcomed everyone in attendance and encouraged all citizens to participate in the council meeting. Mayor Gonzales informed those in attendance that a copy of the Nebraska Open Meetings Act was available for the public's review. The following Council Members were present: Raymond Gonzales, Scott Shaver, Jeanne McKerrigan, and Nathan Green. Absent: Terry Schaub. Also present were City Manager Johnson, City Attorney Kent Hadenfeldt, Finance Director Liz Hilyard, and Deputy Finance Director Chris Burbach.

Mayor Gonzales asked if there were any changes to the agenda. There were none. Mayor Gonzales 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 McKerrigan, seconded by Mayor Gonzales that,

- a) "A public hearing be set for May 20, 2019 at 6:15 p.m. to consider a Class C Liquor License for B49 Operating LLC, dba The Tangled Tumbleweed, 1823 Avenue A, Scottsbluff, NE," "YEAS," McKerrigan, Shaver, Green, and Gonzales. "NAYS," None. Absent: Schaub.

Council Member Schaub entered the meeting at 8:01 a.m.

City Manager Johnson explained to Council that every year we conduct a budget work session in developing a budget for the upcoming fiscal year, informing them that this is their opportunity to weigh in on the articles presented to them on various items including projects, budgets, and cost of living increases. He also added the goal each year is to present a well-rounded budget that all five Council Members approve. Mr. Johnson then broke down funds starting with:

- General Fund – Mr. Johnson explained the revenue streams for this fund. They include sales tax, NPPD lease revenue, occupation tax (hotel tax), property tax (capped at \$175,000), enterprise fund transfers in, and other revenues/charges for service (campground, Westmoor pool, softball, etc.)
 - Revenue Projections for next fiscal year - The Revenue Committee looks at City Sales tax revenues for this current fiscal year and future fiscal years as Mr. Johnson explained to Council that sales tax revenue is down around 7-8 %, but we have maintained a healthy reserve stream due to policy set by City Council.

Different Revenue sources include:

- ❖ The Franchise Fee – These are payments we receive from Charter and Allo; Allo unfortunately has been remitting their payments to the County and we need to determine how we are going to recoup those payments which amount to around \$300,000. We are hoping to rectify before finalizing the budget and are projecting an increase of around \$70,000 per year.
- ❖ The Hotel Occupation Tax - This is budgeted at \$250,000 for the upcoming year. We are trying to resolve issues with remittance payments and hope to have this come in more frequently guaranteeing revenue for years to come.
- ❖ Other Charges for Services - This is a revenue stream which includes campground fees, recreation fees, building permits, Police services, and School SRO match.

Council Member McKerrigan asked when the City fiscal year is. Mr. Johnson stated the fiscal year is October 1st to the end of September. He also explained occupation taxes are collected by the City, whereas sales tax revenues are collected by the State; other cities have someone on staff to collect the occupation tax, but we do not have the capability to monitor and do that with our staffing. We strive for 100%, however we always have delinquencies.

- Ten Year General Fund Projections – Mr. Johnson stated we show our revenues at a 0% increase with expenditures going up 3% every year. He explained this is how we project and have conservative budgeting because you always budget expenditures against revenues, stating we need to either pull expenditures out of the general fund or find a way to increase revenues.

Council Member McKerrigan asked how Mr. Johnson recommends increasing the revenues. Mr. Johnson stated we need a well-rounded approach which includes Economic Development. Also, we need to support amenities to keep people here.

Mr. Johnson went on to explain more budget items included below:

- Health Insurance – Mr. Johnson explained we are a self-funded organization and Council last year directed to institute premiums and save roughly \$100,000. He acknowledged the health insurance premiums cover about 20% of the cost amounting to about \$315,000; explaining the premiums started being collected at the calendar year and we do not have the data to track since we have only been collecting the premiums for a couple months. He also stated these premiums are in line with other self-insured plans in Scotts Bluff County.
- Cost of Living Adjustment (COLA) – Mr. Johnson informed Council negotiations are still being held with the Police and Fire Unions comparing the hourly rate value. He is recommending a 2% COLA for general employees amounting to approximately \$38,300.

- Outside Contracts – Mr. Johnson explained we have approximately 2.16 million in outside contracts given yearly to organizations and asked Council if they would suggest eliminating any contracts. Mayor Gonzales asked about Monument Prevention Coalition and their services, commenting the City Police Department and State Patrol did the last compliance check. Council made the decision, based on that information, to terminate the contract with Monument Prevention Coalition.

During the Outside Contract discussion, Mayor Gonzales asked if you could give an outside contract specific deliverables and have that paid through the LB840 fund. Mr. Johnson stated no, we cannot do that. Legal Counsel Hadenfeldt explained we can take funds out of the LB840 fund for the Administration of our program, but we have our own Economic Development Director now, so that is not necessary. He also commented that we can reallocate the funds that are going to LB840 back to the General Fund to pay for things that enhance the City; it would take an election to do so, but you could change the percentage of what is going to LB840 through sales tax, with ballot language, and stipulate a small percentage to the General Fund to help fund different things such as recreation activities, tourism and a Zoo.

Council Member McKerrigan exited the meeting at 9:36 a.m.

Council Member's Green and Shaver, during discussion regarding additional revenue sources for the City, brought forth an idea of rebranding which would include updating or possibly changing hosting for the City of Scottsbluff website. Their idea would be to enhance the website by having more useable information and downloadable forms to make the City have presence. Mr. Johnson explained our current website allows all of the information they are requesting, however we do not have an employee who has the time to be the website coordinator. Mayor Gonzales suggested this be made an agenda item at a future meeting showing the cost of an upgrade to include staffing.

Mayor Gonzales asked about Occupational and Sales Taxes regarding helping to fund the Zoo. He wondered if it would be more beneficial to amend the current plan and lower the percentage to LB840 rather than implementing another tax, stating then Council would be able to decide where the money would go. Mr. Johnson said with an Occupation Tax you could administratively approve through City Council Ordinance which would allow getting the \$350,000.00 out of the General Fund sooner than later. Mr. Johnson stated whatever Council chose to do would be a policy decision and if you choose to amend the current plan would need to go to the vote of the people. It was decided to bring back to Council to discuss at a future meeting.

- General Fund Department CIPs - Mr. Johnson went over and answered questions regarding the budgeted CIP items for each department. There has been around 11.7 million in Capital Expenditures spread throughout the departments.

Council Member McKerrigan reentered the meeting at 10:39 a.m.

- Streets Fund - Finance Director Hilyard explained revenue streams for this Fund. They include Hwy Allocation/Gas Tax, Property Tax, Sales Tax, STP Funds, MV Fees, and State Reimbursement (Hwy 26). She stated the City can only issue debt up to the amount of the highway allocation and Property tax generates around \$550,000.00 per year, which is put into the

Street fund to service the debt, adding the Sales Tax amounts to about \$300,000.00 which covers equipment purchases. She concluded STP funds are Federal Funds pushed down to the State to use for new infrastructure products, but we also have authorization to use these funds for debt service. Motor Vehicle fees are the taxes paid to the County for the annual licensing fee and include the Sales Tax when a vehicle is purchased. State reimbursement is a reimbursement for Hwy 26 for snow removal and highway maintenance. Mr. Johnson explained we are planning on issuing debt for the chip seal project this year because the previous chip seal project has been paid off.

- Enterprise Funds – Mr. Johnson went over revenues vs. expenditures with these funds which include water, wastewater, and sanitation. He explained they are requesting a 3% rate increase for the upcoming fiscal year for environmental services, water, and wastewater, with a 20% increase for stormwater. This is based on the emphasis from Council to pay cash for projects while maintaining the current system.

▪ Environmental services	proposed increase \$.66 – monthly bill \$45.11
▪ Stormwater surcharge	proposed increase \$.25 – monthly bill \$ 3.50
▪ Wastewater	proposed increase \$.67 – monthly bill \$48.98
▪ Water	proposed increase <u>\$.36</u> – monthly bill <u>\$26.71</u>
Total estimated bimonthly bill	\$1.94 \$124.31

- Keno – Ms. Hilyard stated what we collect in the prior year is what we can expend in the subsequent year. She went over what was allocated and where the funds were spent, explaining next year we will budget expenditures off of revenues that are coming in now. Mr. Johnson stated Keno funds have stipulations and need to be used for community betterment purposes, primarily parks, and we have recently replaced playground equipment making it safer for the community.

Council Member Green asked if we have any way to sell advertising, such as signage, to stimulate sales tax revenue on City assets, including the soccer fields, pool, and cemetery. Mr. Johnson stated if this is something Council wanted to consider we would have to implement an Ordinance to be able to charge for this and also have a policy to identify who is eligible. After discussion, Council Member McKerrigan commented she does not think it is a good idea asking the public to help the City raise revenues.

Mayor Gonzales asked Mr. Johnson how much the City is down, with Mr. Johnson stating around \$300,000.00, however, that doesn't include Fire and Police Union negotiations. Mayor Gonzales then asked about the cell phone occupation tax and how much it would generate. Mr. Johnson showed a spread sheet he received from the League of Municipalities on a survey they conducted regarding this tax in different communities and it was determined an occupation tax would generate around \$200,000.00 per year if implemented at 5%. Also, Ms. Hilyard commented a cell phone tax would be collected by the cell phone company and not by City staff, which would be beneficial.

Regarding the upcoming Zoo negotiations, Council Member Shaver stated an occupation tax would not cover what the Zoo needs; this tax would not be the solution and he would not endorse it without a vote of the people. Mayor Gonzales asked Council if they would want to fund the Zoo out of the General Fund without adding an existing tax. Council Members Shaver, Green & McKerrigan stated we cannot afford to do that.

There were no comments from the public or Council Reports. Council Member McKerrigan made the motion, seconded by Council Member Schaub, “to adjourn the meeting at 12:04 p.m.,” “YEAS,” Green Schaub, Shaver, Gonzales, and McKerrigan. “NAYS,” None. Absent: None.

Mayor

Attest:

City Clerk

“SEAL”

City of Scottsbluff, Nebraska

Monday, August 19, 2019

Regular Meeting

Item Reports⁷

Council to discuss and consider action on projects from increasing the anticipated revenue of the hotel occupation tax.

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR AN INCREASED OCCUPATION TAX ON HOTEL ACCOMMODATIONS; REPEALING PRIOR SECTIONS LOCATED IN CHAPTER 6, ARTICLE 6 THE SCOTTSBLUFF MUNICIPAL CODE, 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
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- 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
- F -	
Fire insurance company or association Per Year	5.00
- H -	
Hawkers and peddlers Per Week	5.00
Per Year	25.00
Hotel Accommodations	8% of gross receipts as defined in Section 11-2-6
- P -	
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. Previously existing Sections 6-6-18 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 _____, 2019.

Mayor

ATTEST:

City Clerk (Seal)

Approved:

City Attorney

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PASSED AND APPROVED on _____, 2019.

Mayor

ATTEST:

City Clerk (Seal)

Approved:

City Attorney