

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

Regular Meeting
September 3, 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 19, 2019 Regular Meeting.
 - b) Council to appoint Nolan Troupe to the Parks, Recreation, and Tree Advisory Board for a five year term.
8. Claims
 - a) Council to consider and take action on claims of the City.
9. Public Hearings:
 - a) Council to conduct a public hearing as advertised for 6:00 p.m. for authorizing the final tax request for the 2019-2020 year at a different amount than the prior year request.
 - b) Council to conduct a public hearing for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the FY 2019-2020 budget.
 - c) Council to conduct a Public Hearing at 6:00 p.m. to consider the One and Six Year Street Improvement Plan.
 - d) Council to conduct a Public Hearing at 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.

- e) Council to conduct a Public Hearing at 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.
10. Scottsbluff Youth Council
- a) (informational only):
11. Petitions, Communications, Public Input:
- a) Council to consider and take action on a Special Designated Liquor License for Panhandle Cooperative Association to serve beer, wine, & distilled spirits at the West Nebraska Arts Center for a reception on October 3, 2019 from 4:00 p.m. to 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 a Resolution setting the final tax request for the 2019-2020 year at a different amount than the prior year request.
 - b) Council to consider an Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2019-2020.
 - c) Council to approve the Resolution authorizing the signing of the Annual Certification of Program Compliance to Nebraska Board of Public Roads Classifications and Standards 2019.
 - d) Council to consider an Ordinance for the rezones of parcel Lot 3, Block 4, Panhandle Cooperative Subdivision currently zoned as Planned Business Center (PBC) and parcel Lot 3, Block 4, Panhandle Cooperative Subdivision currently zoned as C-2 Neighborhood Commercial to C-3 Heavy Commercial.
 - e) Council to consider an Ordinance updating Cable Television Systems including Franchise Procedures and guidelines for Rights-of Way. (third reading)
 - f) Council to consider an Ordinance updating utility user fees, including water and sewer fees, solid waste collection and surcharge for storm water. (second reading)
 - g) 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. (second reading)
 - h) Council to consider action on removing from the table the 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.
 - i) 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.
 - j) Council to consider action on removing from the table the 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.

- k) 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.
 - l) Council to consider the 2019-2020 Pay Resolution.
 - m) Council to consider a Resolution regarding the application for federal assistance from the Land and Water Conservation Fund program for the purpose of building improvements at the 23 Club Baseball Field.
 - n) Council to consider an Ordinance increasing the Occupation Tax on Hotel Accommodations.
13. Reports from Staff, Boards & Commissions:
- a) Council to discuss and consider action on establishing a Legislative Committee.
14. 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
15. Council reports (informational only): This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.
16. Adjournment.

City of Scottsbluff, Nebraska

Tuesday, September 3, 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

Tuesday, September 3, 2019

Regular Meeting

Item Consent1

Approve the minutes of the August 19, 2019 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on August 19, 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 16, 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 16, 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, Scott Shaver, Nathan Green, and Terry Schaub. Also present were City Manager Johnson and City Attorney Kent Hadenfeldt. Absent: None.

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 Shaver asked that consent item 7b, approving the absence of Council Member Schaub from the August 5, 2019 Regular Council Meeting, be removed and restored to the agenda for discussion.

Moved by Council Member McKerrigan, seconded by Council Member Green that,

- a) The minutes of the August 5, 2019 Regular Meeting be approved.
- c) A public hearing be set for September 3, 2019 at 6:00 p.m. for the FY 2019-2020 Budget.
- d) A special meeting be set 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) A public hearing be set for September 3, 2019 at 6:00 p.m. for the One and Six Year Street Improvement Plan.
- f) A public hearing be set 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) A public hearing be set 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) The appointment of Dr. Michael Schaff to the Civil Service Commission for a six year term be approved. "YEAS," McKerrigan, Green, Schaub, and Gonzales. "NAYS," Shaver. Absent: None.

Council Member Shaver started discussion on item 7b, approving the absence of Council Member Schaub from the August 5, 2019 Regular Meeting, stating he does not understand the reason for it because there are no guidelines for what is excusable. He understands doing this if a council member misses four meetings, but doing it every time a member is absent is redundant. Legal Counsel Hadenfeldt

answered, saying people like a clean slate and to be excused for their absences; this is something that has been done for years, assuming it was because of statute. Moved by Council Member McKerrigan, seconded by Mayor Gonzales that, the absence of Council Member Schaub from the August 5, 2019 Regular Meeting be excused, "YEAS," Green, Schaub, Shaver, Gonzales, and McKerrigan. "NAYS," None. Absent: None.

Moved by Mayor Gonzales, seconded by Council Member Schaub, 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 19, 2019, as on file with the City Clerk and submitted to the City Council, "YEAS," Shaver, Gonzales, Schaub, McKerrigan, and Green "NAYS," None. Absent: None.

Regarding the payment to Nebraska Rural Radio Association for \$510.24 to publicize notice of the July 17, 2019 Special Meeting, Council Member Shaver asked why this claim was by itself. City Manager Johnson stated this was to show how much it cost to publicize due to the short notice of having the meeting. Council Member Shaver asked how many times it was on the radio. City Clerk Wright answered it was ran four times, six hours prior to the meeting on all three radio stations. Council Member Schaub made the motion, seconded by Council Member Shaver to approve the payment to Nebraska Rural Radio Association for \$510.24 to publicize notice of the July 17, 2019 Special Meeting, "YEAS," Schaub, McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: None.

CLAIMS

1 DASH5 ENTERPRISES, LLC, TIF BOND, 50000: ACTION COMMUNICATIONS INC., EQUIP MAINT-PD,835.79: ADVANCE AUTO PARTS,VEH MAINT,62.3: AL'S TOWING,TOW SERVICE-PD,255: ALTEC INDUSTRIES INC,REPAIR BOOM LEAK ON BUCKET TRUCK,917.5: ALVARO SILVA,CONTRACTUAL,585: AMAZON.COM HEADQUARTERS,MISC.,705.13: ASSOCIATED SUPPLY CO, INC,BLDG MAINT REC,3497.1: ASSURITY LIFE INSURANCE CO,LIFE INS,32.95: AUTOZONE STORES, INC,VEH MAINT-PD,20.77: B & H INVESTMENTS, INC,DEP. SUP. - LIBRARY,40.5: BLUFFS SANITARY SUPPLY INC.,DEPT SUPP REC,1503.73: CAPITAL BUSINESS SYSTEMS INC., CONT. SRVCS., 335.32: CASH WA DISTRIBUTING, CONCESSIONS, 1083.15:CELLCOPARTNERSHIP,CELLPHONES,254.92:CITY OF GERING,TRASH & RECYCLING DISPOSAL FEES JULY 2019,46923.18: COMPUTER CONNECTION INC,CONTRACTUAL-PD,44: CORE & MAIN LP,DEPT SUP,186.37: CREDIT BUREAU OF COUNCIL BLUFFS,FEES - JULY 2019,50: CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACHMENT,194.92: CROELL INC,DEPT SUP,303.08: CYNTHIA GREEN,DEP. SUP.,263.49: DEMCO, INC,DEP. SUP.,160.13: DILLMAN NANCY,PRGRM.,14.99: DUANE E. WOHLERS,HAULING RECYCLING TO DENVER CO,800: ENFORCEMENT VIDEO, LLC,EQUIP MAINT-PD,168: FASTENAL COMPANY,BOLTS FOR TOWER 1 TORQUE BOX,6.03: FAT BOYS TIRE AND AUTO,PARKS - TIRES,123.99: FEDERAL EXPRESS CORPORATION, POSTAGE, 219.64: FRANCHETTI MATTHEW, CONTRACTUAL, 144: GALLS INC, UNIFORMS PD, 331.1: GRAY TELEVISION GROUP INC, CONTRACTUAL SVC,1390: HAWKINS, INC.,CHEMICALS,1965.85: HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,841.51: HOA SOLUTIONS, INC,EQUIP MAINT,367.81: HONEY WAGON EXPRESS,CONTRACTUAL,360: HULLINGER GLASS & LOCKS INC.,DEPT SUPP PK,184.5:IDEALLAUNDRYANDCLEANERS, INC.,SUPP - HAND TOWELS,1610: INDEPENDENT PLUMBING AND HEATING, INC,GROUND MAINT PK,192.21: INGRAM LIBRARY SERVICES INC,Bks.,2659.47: INTERNAL REVENUE SERVICE,WITHHOLDINGS,58615.75: INTRALINKS,

INC, CONTRACT SERVICES - JULY 2019, 5330.24: INVENTIVE WIRELESS OF NE, LLC, CONTRACTUAL, 57.95: JG ELLIOTT CO. INC., NOTARY BOND PD, 70: JENKINS KEITH, CONTRACTUAL, 18: KEMBEL JARED, CONTRACTUAL, 126: KIRK BERNHARDT, CONTRACTUAL, 172: KITE, LANCE, SCHOOLS & CONF-PD, 105: KNOW HOW LLC, LEATHER WORK GLOVES, 796.26: KRIZ DAVIS, ELECT. SUPP - INSULATED CLEVIS, 20.4: LEAGUE OF NEBRASKA MUNICIPALITIES, REGISTRATION - ANNUAL CONF - SCOTT SHAVER, 944: LEXISNEXIS RISK DATA MANAGEMENT, CONSULTING-PD, 100: M.C. SCHAFF & ASSOCIATES, INC, CONTRACT SERVICES - PLANNING/ZONING, 1907.5: MADISON NATIONAL LIFE, INSURANCE, 1837.96: MATHESON TRI-GAS INC, RENT MACHINES, 60.65: MENARDS, INC, SUPP - WIRE HOLDER, CONDUIT, CPLRS., 540.1: MIDLANDS NEWSPAPERS, INC, LEGAL PUBLISHING, 2996.61: MIDWEST FARM SERVICE-ALLIANCE, EQUIP MAINT PK, 152.8: MUNICIPAL SUPPLY INC. OF NEBRASKA, DEPT SUP, 175.41: MUNIMETRIX SYSTEMS CORP, IMAGESILO FEE (JULY 2019), 39.99: NE CHILD SUPPORT PAYMENT CENTER, NE CHILD SUPPORT PYBLE, 1163.1: NE DEPT OF REVENUE, JULY 2019 SALES TAX, 47442.65: NEBRASKA INTERACTIVE, LLC, DRIVERS LICENSE REQ. - JUNE & JULY 2019, 81: NEBRASKA MACHINERY CO, TRANS #979- PIN & CLIP, 27.5: NEBRASKA PUBLIC POWER DISTRICT, ELECTRIC, 47376.23: NEBRASKA RURAL RADIO ASSOCIATION, MEDIA NOTICE - SPECIAL COUNCIL MEETING 7/17/19, 842.74: NEBRASKA STATEWIDE ARBORETUM, MEMBERSHIPS, 55: NEBRASKALAND TIRE, INC, POLICE #2- TIRES, 611.13: NEOPOST, POSTAGE, 1000: NETWORKFLEET, INC, GPS SERVICE, 353.2: NEW YORK TIMES, SBSCRIP., 520: NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF, GROUND MAINT PK, 379.01: OCLC ONLINE COMPUTER LIBRARY CENTER, INC, CONT. SRVCS., 1071.65: OLTMANN, JUDITH, REIMB., 20.67: ONE CALL CONCEPTS, INC, CONTRACTUAL, 192.67: OREGON TRAIL PLUMBING, HEATING & COOLING INC, EQUIP MAINT PK, 1075: PANHANDLE COOPERATIVE ASSOCIATION, FLEET DIESEL/PROPANE FOR JULY 2019, 27155.81: PANHANDLE ENVIRONMENTAL SERVICES INC, SAMPLES, 60: PAUL MENDOZA, CONTRACTUAL, 126: PELCO CORP, DEPT SUPP, 475: PEPSI COLA OF WESTERN NEBRASKA, LLC, CONCESSIONS, 458.4: PLATTE VALLEY BANK, HEALTH SAVINGS ACCOUNT, 9874.26: POSTMASTER, POSTAGE, 594.41: POWERPLAN, PARKS #321- HYDRAULIC QUICK CONNECT, 89.8: PRO OVERHEAD DOOR, REPAIRS TO DOOR AT COMPOST FACILITY, 638.95: QUILL CORPORATION, DEPT SUPPL-PD, 621.93: REGANIS AUTO CENTER, INC, POLICE #6- HANDLE, 103.7: REGIONAL CARE INC, CLAIMS, 26466.52: RICHARD P CASTILLO, CONTRACTUAL, 162: RON'S TOWING, TOW SERVICE-PD, 475: ROSE DREW, INC, Dep. SUP., 171.34: RYAN FELTES, PER DIEM FOR ROPE RESCUE CLASS, 95: S M E C, EMPLOYEE DEDUCTION, 146.5: SANDBERG IMPLEMENT, INC, DEPT SUPP, 445.48: SCB COUNTY, DEPT CNTRCL SRVCS, 75: SCB FIREFIGHTERS UNION LOCAL 1454, FIRE EE DUES, 225: SCOTT AARON, CONTRACTUAL, 126: SCOTTSBLUFF POLICE OFFICERS ASSOCIATION, POLICE EE DUES, 624: SCOTTSBLUFF WINSUPPLY COMPANY, GROUND MAINT PK, 11.65: SEILER INSTRUMENT MFG. CO., INC, DEPT SUP, 2495: SIMMONS OLSEN LAW FIRM, P.C., CONTRACTUAL SERVICES, 17717.29: SIMON CONTRACTORS, CONCRETE FOR STREET REPAIR, 6019: SNELL SERVICES INC., BLDG MAINT PK, 124: SOUNDSLEEPER SECURITY INC., CONTRACTUAL-PD, 14.95: SUBWAY 6906, RECRUITMENT, 33.65: SWANK MOTION PICTURES INC, SPECIAL EVENT, 463: TEXAS PNEUDRAULIC INC, ES #812- SWITCH AND CAMERA, 706: TOYOTA MOTOR CREDIT CORPORATION, HIDTA-CAR LEASE, 343.53:

TRANS IOWA EQUIPMENT LLC,EQUIPMENT,186187: TYLER TECHNOLOGIES, INC,METER READING UPGRADE,312.5: TYRELL GILL,PER DIEM FOR ROPE RESCUE CLASS,95: UNION BANK & TRUST,RETIREMENT,38019.64: UNIQUE MANAGEMENT SERVICES, INC,CONT. SRVCS.,170.05: VESSCO INC,EQUIP MAINT,254.25: W & R INC,EQUIP MAINT REC,1772.34: WESTERN COOPERATIVE COMPANY,GROUND MAINT PK,478.88: WESTERN PATHOLOGY CONSULTANTS, INC,DOT DRUG SCREENING,215: WESTERN TRAVEL TERMINAL, LLC,VEH MAINT-PD,496: WILSON ZACHARIAH,CONTRACTUAL,198: WOODS & AITKEN LLP,PROF.SERVICES - IBEW LOCAL NO. 1597 - NEGOTIATIONS,354: WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08: WYOMING FIRST AID & SAFETY SUPPLY, LLC,FIRST AID KIT REFILL AT COMPOST FACILITY,76.56: YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,753: ZM LUMBER INC,DEPT SUPP PK,32.15: REFUNDS; MICHEAL D DENHAM, 140.10; MEGAN E WILDERMAN, 25.70; JAYLA CARES, 14.94; MONIQUE ROJAS, 20.61; PAM COLE, 11.24; JERRY L DARNELL, 11.24; B & B RENTALS, 16.16

Mr. Johnson presented the July 2019 Financial Report, stating there is not much to address for the month of July. The report shows a payment for 42nd Street and TIF bond holder payments; everything is going scheduled as planned. Council Member Schaub made a motion to approve, but withdrew his motion due to this not being an action item.

Ms. Starr Lehl, Economic Development Director, approached Council regarding a Community Festival Permit for Food Truck Fridays in the Downtown Plaza to be held on Fridays in the month of September from 4:00 to 8:00 p.m. She stated this event is similar to Bands on Broadway, but will have no alcohol, so fencing is not needed. She also commented this is a good way to keep momentum going at the Plaza with music and entertainment. Council Member McKerrigan made the motion, seconded by Council Member Schaub to approve a Community Festival Permit for the City of Scottsbluff at the Downtown Plaza including vendors and noise permit for the Food Truck Friday's event to be held on September 6th, 13th, 20th, and 27th, 2019 from 4:00 p.m. to 8:00 p.m. "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None.

Concerning the purchase agreements for the sale of parking lots, Mr. Johnson explained to Council the estimated cost for redoing the lots located on Second Avenue is upwards of \$100,000.00 and the lots fall outside the parameters of the Business Improvement District (BID). Because of these reasons, the City would like to sell the lots and have approached Western States Bank and the law office of Chaloupka, Holyoke, Snyder, Chaloupka, & Longoria, PC, LLO due to their close proximity, to purchase for their parking areas. Western States Bank would purchase the two southern lots for \$20,000.00; the northern lot, \$12,500.00 by the law firm. The anticipated use of the profits would be used to put a permanent fence around the Downtown Plaza. During discussion, Council Members Shaver and Green expressed concern that we were giving away public parking for private entities. Mayor Gonzales, after discussion, asked that we approach the businesses to see if the sale can be made with the stipulation the City be able to use the lots after business hours and during special events for the general public. Mr. Johnson commented the contracts have been signed by the entities, but he would approach them with the request and put it on the next agenda.

Council introduced the Ordinance updating Cable Television Systems including Franchise Procedures and guidelines for Rights-of-Way and was read by title on second 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.

Council Member Shaver asked if anyone besides Spectrum has had input on this. Legal Counsel Hadenfeldt answered, saying Spectrum was the only company who has responded so far.

Mr. Johnson presented the Ordinance updating utility user fees, including water and sewer fees, solid waste collection and surcharge for storm water. The Ordinance includes a 3% increase for environmental services, 20% increase/.25 for storm water, 3% increase for waste water, and 3% for water; estimated monthly increase is \$1.94. Council Member Shaver introduced the Ordinance updating utility user fees, including water and sewer fees, solid waste collection and surcharge for storm water and was read by title on first reading: **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.**

Mr. Johnson presented the Ordinance authorizing the issuance of General Obligation Highway Allocation Fund Pledge Bonds, Series 2020, for improvements to streets of the City. The Ordinance authorizes the issuance of General Obligation Highway Allocation Fund Pledge Bonds to be used for a chip seal project in the amount up to \$2,520,000.00. The built in interest rate contains a 125 basis point cushion, not to exceed 3.25%, however we can currently accumulate debt at 2%. Our engineer estimated cost is \$2,445,000.00. Mayor Gonzales introduced the Ordinance authorizing the issuance of General Obligation Highway Allocation Fund Pledge Bonds, Series 2020, for improvements to streets of the City and was read by title on first reading: **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.**

Council Member Shaver moved to table the Ordinance, due to no action taken on the purchase agreements by City Council, 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, seconded by Council Member Green, "YEAS," Shaver, Gonzales, Schaub, McKerrigan, and Green. "NAYS," None. Absent: None.

Council Member Green moved to table the Ordinance, due to no action taken on the purchase agreements by City Council, 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, seconded by Council Member Shaver, "YEAS," Schaub, McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: None.

Regarding rejecting the bid for 23 Club, Mr. Johnson explained there was one bid received from Anderson Shaw Construction for \$1,250,959.05 with the true total cost amounting to \$1,571,459.05.

Currently 23 Club has total cash of \$710,000.00 which includes the City pledge of \$600,000.00. They also have \$500,000.00 in pledges, leaving a remaining total of \$361,459.05. Mr. Johnson stated the City's share of \$600,000.00 has been included in the next fiscal year budget and 23 Club has until September of 2020 to raise the funds and complete the project. Council Member Green made the motion, seconded by Council Member Shaver to reject the bid from Anderson Shaw Construction. "YEAS," Gonzales, Green, McKerrigan, Shaver, and Schaub. "NAYS," None. Absent: None.

Ms. Starr Lehl, Economic Development Director, approached Council regarding an Economic Development Assistance Agreement for American Lodging, LLC. The applicant operates under the hotel name Monument Inn & Suites and was contracted to provide lodging to officials and pilots participating in the US National Hot Air Ballooning Championships. The applicant is asking for \$28,280.00 to reduce the costs that would otherwise be incurred by the sponsor, Old West Balloon Fest. Council Member Shaver was concerned this would not qualify under the guidelines because it would fall under retail. Ms. Lehl answered the hotel is the one applying and they qualify under the guidelines of interstate commerce because they bring in money from other states.

Mr. Hunter Kosman and Ms. Colleen Johnson with Old West Balloon Fest came forward and stated there were 72 balloonists and they were here for ten days; everything went well and they loved the area. The Nationals will be held for three years and the goal is to have a big event in every community. Council Member McKerrigan made the motion, seconded by Council Member Schaub to approve the Economic Development Assistance Agreement for American Lodging, LLC., "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None.

Ms. Starr Lehl, at the request of Council, gave a presentation on the East Overland Revitalization Efforts explaining there were a total of 18 grants; six projects have been completed to date due to weather. Council Member Shaver asked what the timeline is for the grants, with Ms. Lehl stating September 2nd. The presentation included pictures showing the projects to date.

Mr. Johnson explained the First Amendment to Solar Facilities Lease Agreement and Estoppel stating the first amendment is transferring to Western Meadowlark Solar SCS NE 1, LLC and also amends the development period to extend until the operating period ends; there is no timing gap between the two, stating legal counsel has approved the agreement. Council Member Shaver made the motion, seconded by Council Member Schaub, to approve the First Amendment to Solar Facilities Lease Agreement and Estoppel and authorize the Mayor to execute the agreement, "YEAS," Schaub, McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: None.

Regarding adding two School Resource Officer positions to the budget and finalizing the partnership with Western Nebraska Community College, Mr. Johnson explained he and Police Chief Kevin Spencer met with the college to address this item. The positions would be similar to what is set up with the school district, where WNCC would be responsible for covering the cost for half of the position; in this case two positions. Police Chief Kevin Spencer added the reason for two positions is because the college has classes from 7:00 a.m. until 10:00 p.m. and the goal is to enhance traffic laws and provide public safety. Currently, the Police Department has been operating with a staff of 31 and these additions will enable them to become a full, certified staff for the first time in years. Council Member Shaver asked what happens to the Resource Officers during the summer months. Police Chief Spencer stated they become part of the police force and the City pays 100% of their wages.

Dr. John Harms, interim President with WNCC approached Council and expressed his concern regarding safety at the college. He stated they have security at the college, but they are not trained for the things that are happening today. By having law enforcement at the college, they feel, will create a secure campus, which will work in hand with the security additions they are adding at the college.

Dr. Tom Perkins, Board Member, added WNCC desperately needs a security plan with a presence on campus. He stated responders train for an event that will happen, not an event that might happen.

City Manager Johnson stated the City would budget two additional people for the Police Department which will allow us to have the budget authority in place when this partnership moves

forward. Council Member Shaver asked what percentage the City and College would pay, acknowledging it is not half. Mr. Johnson stated they are still working out that concern in the contract, with Police Chief Spencer commenting a rough estimate would be 50% for each officer, for nine months. Council Member Schaub made the motion, seconded by Council Member McKerrigan to approve adding two School Resource Officer Positions to the budget and finalize the partnership with Western Nebraska Community College, "YEAS," Schaub, McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: None.

Council took a three minute break reconvening at 7:15 p.m.

Fire Chief, Tom Schingle approached Council regarding an agreement between Western Nebraska Community College and the City Fire Department to allow Health Sciences Division Students to obtain clinical experience by riding with the Fire Department. He stated this is an agreement with the Health Sciences Division of the College to allow their EMT and paramedic students to ride with individuals identified as preceptors, giving them clinical experience, which is part of their requirements to obtain licensure upon completion of their courses. Mr. Schingle added there will be one student, riding eight, no more than twelve hours at a time observing and getting hands on experience. Council Member Shaver asked if this will add additional liability to the City if something happens to them while they are with us. Mr. Schingle answered each party is responsible for their own personnel. Council Member Schaub made the motion, seconded by Council Member McKerrigan, to authorize the agreement between Western Nebraska Community College and 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, "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None. Mayor Gonzales asked Fire Chief Schingle to give an update at a future meeting.

Regarding the Marketing/Rebranding Efforts for the City, Mayor Gonzales stated he asked to have this put on the agenda because there was some confusion as whether or not Council wanted to move forward with this, stating it was not emergent at this time due to budget concerns. City Manager Johnson, added for clarification, he needed to know, from a staff prospective, as whether to pursue or not because there was no formal action taken. He commented he has been contacted by companies, one company in particular, who wanted to go ahead to start because they were contacted by Council Member Green. Council Member Shaver stated he thought the discussion was it might be something to look at, but didn't have the budgeting for it. He asked what Mr. Johnson was told by the company. Mr. Johnson stated they wanted to know when they could start. Council Member Schaub commented this is something City Manager Johnson should pursue at the direction of City Council and council members should not be requesting demonstrations. Council Member McKerrigan added she does not feel rebranding is necessary right now due to budget concerns; there are other things that need to be done. Council Member Green stated the conversations he had with the particular company started at the League meeting in Lincoln and he never authorized a demonstration, it was just an inquiry and he did try to reach out to Council regarding the subject. Legal Counsel Hadenfeldt was asked by Mayor Gonzales what the scope of Council is. Mr. Hadenfeldt clarified Council Members cannot bind anyone. They need to go through the City Manager.

Ms. Starr Lehl approached Council and commented we have a good website; it just is not utilized enough. It contains a link to the Regional Tourism Group and Chamber of Commerce and has the capability to link real estate agencies with open properties for sale or rent. She added it is simple to navigate and has many capabilities, including forms that can be filled out for various departments. She also stated the City has a great Facebook page that Jordan Diedrich, Deputy Public Works Director, uses to communicate with citizens all the time. After discussion, Mayor Gonzales made the motion, seconded by Council Member Schaub, to not pursue Marketing/Rebranding Efforts at this time, "YEAS," Schaub, Gonzales, and McKerrigan. "NAYS," Green and Shaver. Absent: None.

Mr. Johnson brought forward discussion on the anticipated additional revenue for the hotel occupation tax. He stated currently at 4% we budget \$250,000.00. If we increase to 8% we will budget

\$500,000.00. He asked Council, with the difference of \$250,000.00 every year, what projects they would like to include. He stated at the last Council meeting there was no clear direction as to where the revenue would go, before acting on the Ordinance, stating either to the general fund or allocating to specific projects. Council Member Schaub commented he brought up the 4% increase to be blanketed toward recreation; Downtown Plaza, parks, 23 Club to name a few. He added this tax does not just affect the citizens of Scottsbluff, but anyone who stays in this area from out of town. Council Member Shaver expressed his concern that the people who are here use the police force, fire department, and storm sewers; for that reason he would like it to go to the general fund. Council Member Green asked Mr. Johnson where we have more flexibility to use the funds from. Mr. Johnson answered if the funds go to the general fund you could allocate them towards anything. Council Member McKerrigan commented she would like to tie the funds to projects that need to be completed, stating once the projects were done, it would free up money. Mayor Gonzales commented if the increase of the Occupation Tax is passed, he would like to see the Downtown Plaza finished.

Council Member Green made a motion to table until the next agenda. The motion died for lack of a second. Council Member McKerrigan made the motion, seconded by Council Member Schaub to consider using the additional 4% of the occupation tax on the Downtown Plaza. Council Member Shaver asked once the Downtown Plaza is paid for; does the occupation tax go away? It won't take the whole occupation tax. Council Member McKerrigan withdrew her motion. Council Member McKerrigan made another motion, seconded by Council Member Schaub, to bring the new Occupation Tax Ordinance back to the Council for their consideration and use the additional funding from the occupation tax to go into the general fund, of which the Council will then prioritize projects to spend it on. "YEAS," Schaub, McKerrigan, Gonzales, and Shaver. "NAYS," Green. Absent: None.

Under public comments, Mr. Dan Marshall approached Council to thank them for the support of the parks this past year, including playground equipment purchases and movies in the park. He thinks our City is doing well with all the activities going on and is very appreciative.

Under Council Reports, Council Member Schaub mentioned there is a 911 meeting coming up and he will attend.

Council Member Schaub made the motion, seconded by Council Member McKerrigan to adjourn the meeting at 8:10 p.m. "YEAS," Gonzales, Green, McKerrigan, and Schaub. "NAYS," Shaver. Absent: None.

Mayor

Attest:

City Clerk "SEAL"

City of Scottsbluff, Nebraska

Tuesday, September 3, 2019

Regular Meeting

Item Consent2

Council to appoint Nolan Troupe to the Parks, Recreation, and Tree Advisory Board for a five year term.

Staff Contact: City Council

Agenda Statement

Item No.

For meeting of: Sept. 3rd, 2019

AGENDA TITLE: Council to appoint Nolan Troupe to the Parks, Recreation and Tree Board

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Nathan Johnson

SUMMARY EXPLANATION: The Parks and Recreation Department would like to appoint Nolan Troupe to a Five (5) year term to the Parks and Recreation Advisory Board.
Term to end Sept 03, 2024.

EXHIBITS

Resolution x

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

City of Scottsbluff, Nebraska

Tuesday, September 3, 2019

Regular Meeting

Item Claims1

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

Staff Contact: Liz Hilyard, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 08/20/2019 - 09/03/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 02583 - ADVANCE AUTO PARTS					
Fund: 725 - CENTRAL GARAGE					
TRANS #407- OIL FILTER	EQUIPMENT MAINTENANCE				2.66
POLICE #6- OIL FILTER	EQUIPMENT MAINTENANCE				2.87
TRANS #433- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE				11.47
PARKS #336- OIL FILTER	EQUIPMENT MAINTENANCE				3.04
WW #932- OIL FILTER	EQUIPMENT MAINTENANCE				2.87
TRANS #401- OIL FILTER	EQUIPMENT MAINTENANCE				2.87
TRANS #401- AIR FILTER	EQUIPMENT MAINTENANCE				7.09
WATER #33- OIL FILTER	EQUIPMENT MAINTENANCE				3.07
ADMIN FUSION- OIL FILTER	EQUIPMENT MAINTENANCE				2.66
WW #661- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE				8.26
WW #954- oil and air filter	EQUIPMENT MAINTENANCE				12.55
POLICE #15- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE				10.37
Fund 725 - CENTRAL GARAGE Total:					69.78
Vendor 02583 - ADVANCE AUTO PARTS Total:					69.78
Vendor: 09021 - AIRGAS USA, LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
WELDING SUPPLIES	DEPARTMENT SUPPLIES				89.60
Fund 621 - ENVIRONMENTAL SERVICES Total:					89.60
Vendor 09021 - AIRGAS USA, LLC Total:					89.60
Vendor: 10073 - AMERICAN LODGING, LLC					
Fund: 224 - ECONOMIC DEVELOPMENT					
LB 840 AGMT	ECONOMIC DEVELOPMENT				28,280.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					28,280.00
Vendor 10073 - AMERICAN LODGING, LLC Total:					28,280.00
Vendor: 02118 - ANITA'S GREENSCAPING INC					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				252.00
Fund 111 - GENERAL Total:					252.00
Vendor 02118 - ANITA'S GREENSCAPING INC Total:					252.00
Vendor: 09604 - ARROWHEAD SCIENTIFIC					
Fund: 111 - GENERAL					
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES				263.30
Fund 111 - GENERAL Total:					263.30
Vendor 09604 - ARROWHEAD SCIENTIFIC Total:					263.30
Vendor: 05044 - ASSOCIATED SUPPLY CO, INC					
Fund: 111 - GENERAL					
BUILD MAINT REC	BUILDING MAINTENANCE				1,214.09
Fund 111 - GENERAL Total:					1,214.09
Vendor 05044 - ASSOCIATED SUPPLY CO, INC Total:					1,214.09
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 725 - CENTRAL GARAGE					
POLICE #4- WHEEL HUB ASSY	EQUIPMENT MAINTENANCE				101.99
Fund 725 - CENTRAL GARAGE Total:					101.99
Vendor 04575 - AUTOZONE STORES, INC Total:					101.99

Expense Approval Report

Post Dates: 08/20/2019 - 09/03/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
Dep. sup. - LIB.	DEPARTMENT SUPPLIES				50.00
Fund 111 - GENERAL Total:					50.00
Vendor 00295 - B & H INVESTMENTS, INC Total:					50.00
Vendor: 00734 - BIRUTA D. WALTON					
Fund: 621 - ENVIRONMENTAL SERVICES					
BUSH HOG SHAFTS COMPOST F...	EQUIPMENT MAINTENANCE				705.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					705.00
Vendor 00734 - BIRUTA D. WALTON Total:					705.00
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC					
Fund: 111 - GENERAL					
Monthly Energy Bill	HEATING FUEL				37.09
Monthly Energy Bill	HEATING FUEL				54.16
Monthly Energy Bill	HEATING FUEL				31.91
Monthly Energy Bill	HEATING FUEL				54.16
Monthly Energy Bill	HEATING FUEL				77.49
Monthly Energy Bill	HEATING FUEL				57.78
Monthly Energy Bill	HEATING FUEL				1,283.38
Fund 111 - GENERAL Total:					1,595.97
Fund: 212 - TRANSPORTATION					
Monthly Energy Bill	HEATING FUEL				221.36
Fund 212 - TRANSPORTATION Total:					221.36
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Energy Bill	HEATING FUEL				42.26
Fund 621 - ENVIRONMENTAL SERVICES Total:					42.26
Fund: 641 - WATER					
Monthly Energy Bill	HEATING FUEL				134.83
Fund 641 - WATER Total:					134.83
Fund: 725 - CENTRAL GARAGE					
Monthly Energy Bill	HEATING FUEL				31.91
Fund 725 - CENTRAL GARAGE Total:					31.91
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:					2,026.33
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
JANITORIAL SUPP	JANITORIAL SUPPLIES				19.04
LARGE AND XLARGE NITRILE GL...	DEPARTMENT SUPPLIES				168.70
Jan. sup.	JANITORIAL SUPPLIES				87.98
Jan. sup.	JANITORIAL SUPPLIES				106.69
Fund 111 - GENERAL Total:					382.41
Fund: 621 - ENVIRONMENTAL SERVICES					
BREAKROOM SUPPLIES	DEPARTMENT SUPPLIES				86.49
Fund 621 - ENVIRONMENTAL SERVICES Total:					86.49
Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:					468.90
Vendor: 09886 - BUDGET DRAIN SERVICES LLC					
Fund: 212 - TRANSPORTATION					
HYDRO JETTED PIT IN YARD AND..	BUILDING MAINTENANCE				635.00
Fund 212 - TRANSPORTATION Total:					635.00
Vendor 09886 - BUDGET DRAIN SERVICES LLC Total:					635.00
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.					
Fund: 212 - TRANSPORTATION					
SUPP - HEM FIR	DEPARTMENT SUPPLIES				9.76
Fund 212 - TRANSPORTATION Total:					9.76
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:					9.76

Expense Approval Report

Post Dates: 08/20/2019 - 09/03/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
JULY CELLPHONE AND MODEM ...	CELLULAR PHONE				268.68
CELL PHONES-PD	PHONE & INTERNET				1,136.82
WIFI FOR MOBILE COMMAND V...	DEPARTMENT SUPPLIES				44.02
Fund 111 - GENERAL Total:					1,449.52
Vendor 07911 - CELLCO PARTNERSHIP Total:					1,449.52
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				120.77
TONER FOR STATION PRINTER	DEPARTMENT SUPPLIES				64.99
DEPT SUPP ADM	DEPARTMENT SUPPLIES				85.93
DEPT SUPP	DEPARTMENT SUPPLIES				43.16
Fund 111 - GENERAL Total:					314.85
Fund: 212 - TRANSPORTATION					
SUPP - INK CARTRIDGES	DEPARTMENT SUPPLIES				39.98
SUPP - 5 PORT GIG	DEPARTMENT SUPPLIES				37.99
OFFICE SUPP - USBs	DEPARTMENT SUPPLIES				11.98
Fund 212 - TRANSPORTATION Total:					89.95
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				72.49
Fund 213 - CEMETERY Total:					72.49
Fund: 621 - ENVIRONMENTAL SERVICES					
INK FOR COMPOST FACILITY	DEPARTMENT SUPPLIES				132.55
INK FOR ELISA & ANTHONY PRI...	DEPARTMENT SUPPLIES				157.04
Fund 621 - ENVIRONMENTAL SERVICES Total:					289.59
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				229.25
DEPT SUP	DEPARTMENT SUPPLIES				35.99
DEPT SUP	DEPARTMENT SUPPLIES				34.99
Fund 631 - WASTEWATER Total:					300.23
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				3.52
DEPT SUP	DEPARTMENT SUPPLIES				36.35
DEPT SUP	DEPARTMENT SUPPLIES				136.87
DEPT SUP	DEPARTMENT SUPPLIES				18.82
Fund 641 - WATER Total:					195.56
Fund: 661 - STORMWATER					
DEPT SUP	DEPARTMENT SUPPLIES				36.68
Fund 661 - STORMWATER Total:					36.68
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- PRINTER INK	DEPARTMENT SUPPLIES				24.49
Fund 725 - CENTRAL GARAGE Total:					24.49
Vendor 02396 - CITIBANK N.A. Total:					1,323.84
Vendor: 00367 - CITY OF SCB					
Fund: 111 - GENERAL					
PETTY CASH	DEPARTMENT SUPPLIES				2.99
PETTY CASH	DEPARTMENT SUPPLIES				0.78
Fund 111 - GENERAL Total:					3.77
Fund: 224 - ECONOMIC DEVELOPMENT					
PETTY CASH	SCHOOL & CONFERENCE				11.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					11.00
Fund: 631 - WASTEWATER					
PETTY CASH	EQUIPMENT MAINTENANCE				16.00
Fund 631 - WASTEWATER Total:					16.00

Expense Approval Report

Post Dates: 08/20/2019 - 09/03/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
PETTY CASH	DEPARTMENT SUPPLIES				9.58
PETTY CASH	DEPARTMENT SUPPLIES				16.80
Fund 641 - WATER Total:					26.38
Vendor 00367 - CITY OF SCB Total:					57.15
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				39.95
Fund 111 - GENERAL Total:					39.95
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPP	DEPARTMENT SUPPLIES				157.21
Fund 621 - ENVIRONMENTAL SERVICES Total:					157.21
Fund: 631 - WASTEWATER					
DEPT SUPP	DEPARTMENT SUPPLIES				157.21
Fund 631 - WASTEWATER Total:					157.21
Fund: 641 - WATER					
DEPT SUPP	DEPARTMENT SUPPLIES				157.20
Fund 641 - WATER Total:					157.20
Vendor 01976 - CLARK PRINTING LLC Total:					511.57
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY					
Fund: 713 - CASH & INVESTMENT POOL					
INSURANCE	LIFE INS EE PAYABLE				22.75
INSURANCE	DIS INC INS EE PAYABLE				25.95
Fund 713 - CASH & INVESTMENT POOL Total:					48.70
Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:					48.70
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEPT SUPP PK	DEPARTMENT SUPPLIES				34.30
DEPT SUPP PK	DEPARTMENT SUPPLIES				8.33
DEPT SUPP PK	DEPARTMENT SUPPLIES				28.42
Fund 111 - GENERAL Total:					71.05
Fund: 212 - TRANSPORTATION					
MEASURING WHEEL AND FLAS...	DEPARTMENT SUPPLIES				203.84
FIBER EXP. JOINT	DEPARTMENT SUPPLIES				150.72
Fund 212 - TRANSPORTATION Total:					354.56
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				196.98
Fund 631 - WASTEWATER Total:					196.98
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:					622.59
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: 00406 - CRESCENT ELECT. SUPPLY COMP INC					
Fund: 212 - TRANSPORTATION					
ELECT. SUPP - WIRE	DEPARTMENT SUPPLIES				54.04
Fund 212 - TRANSPORTATION Total:					54.04
Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:					54.04
Vendor: 09570 - CROSSROADS MUSIC LLC					
Fund: 223 - KENO					
MUSIC FOR FOOD TRUCK FRIDA...	CONTRACTUAL SERVICES				800.00
Fund 223 - KENO Total:					800.00
Vendor 09570 - CROSSROADS MUSIC LLC Total:					800.00

Expense Approval Report

Post Dates: 08/20/2019 - 09/03/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				53.75
Dep.sup.	DEPARTMENT SUPPLIES				41.99
Fund 111 - GENERAL Total:					95.74
Vendor 07689 - CYNTHIA GREEN Total:					95.74
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 212 - TRANSPORTATION					
TIRE REPAIR FOR SWEEPER	EQUIPMENT MAINTENANCE				35.00
Fund 212 - TRANSPORTATION Total:					35.00
Fund: 621 - ENVIRONMENTAL SERVICES					
TIRES FOR UNIT #815	VEHICLE MAINTENANCE				1,038.26
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,038.26
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:					1,073.26
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE					
Fund: 111 - GENERAL					
Monthly Long Distance	PHONE & INTERNET				6.13
Monthly Long Distance	PHONE & INTERNET				6.30
Monthly Long Distance	PHONE & INTERNET				8.39
Monthly Long Distance	PHONE & INTERNET				2.08
Monthly Long Distance	PHONE & INTERNET				7.47
Monthly Long Distance	PHONE & INTERNET				11.66
Monthly Long Distance	PHONE & INTERNET				39.24
Monthly Long Distance	PHONE & INTERNET				24.67
Monthly Long Distance	PHONE & INTERNET				2.35
Monthly Long Distance	PHONE & INTERNET				3.56
LONG DISTANCE	PHONE & INTERNET				2.64
Fund 111 - GENERAL Total:					114.49
Fund: 212 - TRANSPORTATION					
Monthly Long Distance	PHONE & INTERNET				6.53
Fund 212 - TRANSPORTATION Total:					6.53
Fund: 213 - CEMETERY					
Monthly Long Distance	PHONE & INTERNET				5.04
Fund 213 - CEMETERY Total:					5.04
Fund: 224 - ECONOMIC DEVELOPMENT					
Monthly Long Distance	PHONE & INTERNET				2.70
Fund 224 - ECONOMIC DEVELOPMENT Total:					2.70
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Long Distance	PHONE & INTERNET				4.37
Fund 621 - ENVIRONMENTAL SERVICES Total:					4.37
Fund: 631 - WASTEWATER					
Monthly Long Distance	PHONE & INTERNET				3.64
Fund 631 - WASTEWATER Total:					3.64
Fund: 641 - WATER					
Monthly Long Distance	PHONE & INTERNET				2.30
Fund 641 - WATER Total:					2.30
Fund: 661 - STORMWATER					
Monthly Long Distance	PHONE & INTERNET				8.05
Fund 661 - STORMWATER Total:					8.05
Fund: 721 - GIS SERVICES					
Monthly Long Distance	PHONE & INTERNET				0.67
Fund 721 - GIS SERVICES Total:					0.67

Expense Approval Report

Post Dates: 08/20/2019 - 09/03/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 725 - CENTRAL GARAGE					
Monthly Long Distance	PHONE & INTERNET				1.56
				Fund 725 - CENTRAL GARAGE Total:	1.56
				Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:	149.35
Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250					
Fund: 641 - WATER					
SAMPLES	SAMPLES				135.00
				Fund 641 - WATER Total:	135.00
				Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:	135.00
Vendor: 09479 - ENGINEERED EQUIPMENT SOLUTIONS INC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				614.59
				Fund 631 - WASTEWATER Total:	614.59
				Vendor 09479 - ENGINEERED EQUIPMENT SOLUTIONS INC Total:	614.59
Vendor: 04918 - ENVIRONMENTAL RESOURCE ASSOCIATES					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				166.29
				Fund 631 - WASTEWATER Total:	166.29
				Vendor 04918 - ENVIRONMENTAL RESOURCE ASSOCIATES Total:	166.29
Vendor: 09081 - ESIQUIO RIOS JR					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
				Fund 111 - GENERAL Total:	36.00
				Vendor 09081 - ESIQUIO RIOS JR Total:	36.00
Vendor: 02460 - FASTENAL COMPANY					
Fund: 212 - TRANSPORTATION					
SUPP - BOLTS	DEPARTMENT SUPPLIES				1.51
				Fund 212 - TRANSPORTATION Total:	1.51
				Vendor 02460 - FASTENAL COMPANY Total:	1.51
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 111 - GENERAL					
EQUIP MAINT PK	EQUIPMENT MAINTENANCE				53.00
				Fund 111 - GENERAL Total:	53.00
				Vendor 07574 - FAT BOYS TIRE AND AUTO Total:	53.00
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				22.55
				Fund 111 - GENERAL Total:	22.55
Fund: 631 - WASTEWATER					
POSTAGE	POSTAGE				46.55
				Fund 631 - WASTEWATER Total:	46.55
Fund: 641 - WATER					
POSTAGE	POSTAGE				403.04
				Fund 641 - WATER Total:	403.04
				Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	472.14
Vendor: 09331 - FLIAM, TYLER					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				105.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				265.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				145.00
				Fund 111 - GENERAL Total:	515.00
				Vendor 09331 - FLIAM, TYLER Total:	515.00

Expense Approval Report

Post Dates: 08/20/2019 - 09/03/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF					
Fund: 621 - ENVIRONMENTAL SERVICES					
REPAIRS TO UNIT #816	VEHICLE MAINTENANCE				6,175.92
CREDIT REPAIR COST ON UNIT ...	VEHICLE MAINTENANCE				-6,175.92
Fund 621 - ENVIRONMENTAL SERVICES Total:					0.00
Fund: 725 - CENTRAL GARAGE					
ES #825- HEADLAMPS	EQUIPMENT MAINTENANCE				169.96
ES #815- FILTERS	EQUIPMENT MAINTENANCE				177.56
Fund 725 - CENTRAL GARAGE Total:					347.52
Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:					347.52
Vendor: 09946 - FRANCHETTI MATTHEW					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				72.00
Fund 111 - GENERAL Total:					72.00
Vendor 09946 - FRANCHETTI MATTHEW Total:					72.00
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC					
Fund: 111 - GENERAL					
TOW SERVICE-PD	CONTRACTUAL SERVICES				185.00
Fund 111 - GENERAL Total:					185.00
Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:					185.00
Vendor: 00887 - FYR-TEK INC					
Fund: 111 - GENERAL					
FIRE INVESTIGATION SAFETY E...	DEPARTMENT SUPPLIES				628.21
Fund 111 - GENERAL Total:					628.21
Vendor 00887 - FYR-TEK INC Total:					628.21
Vendor: 05600 - GALLS INC					
Fund: 111 - GENERAL					
UNIFORMS-PD	UNIFORMS & CLOTHING				74.55
Fund 111 - GENERAL Total:					74.55
Vendor 05600 - GALLS INC Total:					74.55
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
WATER AND WASHING MACHI...	DEPARTMENT SUPPLIES				53.82
Prgm.	PROGRAMMING				150.19
DEPT SUPP ADM	DEPARTMENT SUPPLIES				47.46
DEPT SUPP ADM	DEPARTMENT SUPPLIES				29.88
Prgm. & dep. sup.	DEPARTMENT SUPPLIES				4.86
Prgm. & dep. sup.	PROGRAMMING				8.94
WATER AND STATION SOAP	DEPARTMENT SUPPLIES				34.60
Fund 111 - GENERAL Total:					329.75
Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:					329.75
Vendor: 00384 - GERING FIRE DEPT					
Fund: 225 - MUTUAL FIRE					
WILDLAND EQUIPMENT FOR B...	DEPARTMENT SUPPLIES				1,655.90
Fund 225 - MUTUAL FIRE Total:					1,655.90
Vendor 00384 - GERING FIRE DEPT Total:					1,655.90
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				3,248.30
CHEMICALS	CHEMICALS				1,671.40
Fund 641 - WATER Total:					4,919.70
Vendor 04371 - HAWKINS, INC. Total:					4,919.70
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				44.96

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
EQUIP MAINT	EQUIPMENT MAINTENANCE				552.60
Fund 631 - WASTEWATER Total:					597.56
Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:					597.56
Vendor: 09305 - HONEY WAGON EXPRESS					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				180.00
Fund 111 - GENERAL Total:					180.00
Vendor 09305 - HONEY WAGON EXPRESS Total:					180.00
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
BLD MAINT	BUILDING MAINTENANCE				334.00
Fund 111 - GENERAL Total:					334.00
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:					334.00
Vendor: 06423 - HYDROTEX PARTNERS, LTD					
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE & TRANS P...	OIL & ANTIFREEZE				3,053.16
ES STOCK - POWER KLEEN	EQUIPMENT MAINTENANCE				845.48
PARKS STOCK- OIL	EQUIPMENT MAINTENANCE				197.66
Fund 725 - CENTRAL GARAGE Total:					4,096.30
Vendor 06423 - HYDROTEX PARTNERS, LTD Total:					4,096.30
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
DEPT SUPP ADM	DEPARTMENT SUPPLIES				52.79
Jan. sup.	JANITORIAL SUPPLIES				89.25
DEPT SUPP PK	DEPARTMENT SUPPLIES				92.36
JANITORIAL SUPP	JANITORIAL SUPPLIES				26.00
JANITORIAL SUPP PK	JANITORIAL SUPPLIES				176.63
DEPT SUPP ADM	DEPARTMENT SUPPLIES				52.79
Fund 111 - GENERAL Total:					489.82
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				33.26
SUPP - GLOVES, TOWELS	DEPARTMENT SUPPLIES				89.75
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				33.26
SUPP - HANDS TOWELS	DEPARTMENT SUPPLIES				289.67
Fund 212 - TRANSPORTATION Total:					445.94
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				21.35
Fund 631 - WASTEWATER Total:					21.35
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				21.36
Fund 641 - WATER Total:					21.36
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- RUGS, SHOP...	DEPARTMENT SUPPLIES				34.56
CENTRAL GARAGE- RUGS, SHOP...	UNIFORMS & CLOTHING				9.32
CENTRAL GARAGE- RUGS, SHOP...	DEPARTMENT SUPPLIES				34.56
CENTRAL GARAGE- RUGS, SHOP...	UNIFORMS & CLOTHING				9.32
Fund 725 - CENTRAL GARAGE Total:					87.76
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:					1,170.15
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				13.79
GR MAINT PK	GROUNDS MAINTENANCE				84.65

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
GR MAINT PK	GROUNDS MAINTENANCE				530.40
Fund 111 - GENERAL Total:					628.84
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:					628.84
Vendor: 02578 - INFINITY CONSTRUCTION, INC.					
Fund: 212 - TRANSPORTATION					
42ND STREET	STREET PROJECTS				142,056.17
Fund 212 - TRANSPORTATION Total:					142,056.17
Fund: 631 - WASTEWATER					
42ND STREET	STRUCTURES				15,141.16
Fund 631 - WASTEWATER Total:					15,141.16
Fund: 661 - STORMWATER					
42ND STREET	STRUCTURES				20,025.32
Fund 661 - STORMWATER Total:					20,025.32
Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:					177,222.65
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks & AV	AUDIOVISUAL SUPPLIES				21.99
Bks & AV	BOOKS				242.34
Bks.	BOOKS				182.01
Fund 111 - GENERAL Total:					446.34
Fund: 211 - REGIONAL LIBRARY					
Bks & AV	BOOKS				15.80
Bks.	BOOKS				31.28
Fund 211 - REGIONAL LIBRARY Total:					47.08
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:					493.42
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,857.96
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,857.96
WITHHOLDINGS	FICA W/H EE PAYABLE				14,347.81
WITHHOLDINGS	FICA W/H EE PAYABLE				14,347.81
WITHHOLDINGS	FED W/H EE PAYABLE				21,680.57
Fund 713 - CASH & INVESTMENT POOL Total:					58,092.11
Vendor 08154 - INTERNAL REVENUE SERVICE Total:					58,092.11
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
CONTRACTUAL PK	CONTRACTUAL SERVICES				57.95
Fund 111 - GENERAL Total:					57.95
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:					57.95
Vendor: 06264 - J & A TRAFFIC PRODUCTS, LLC					
Fund: 212 - TRANSPORTATION					
SOLAR BARRICADE LIGHTS	DEPARTMENT SUPPLIES				225.00
Fund 212 - TRANSPORTATION Total:					225.00
Vendor 06264 - J & A TRAFFIC PRODUCTS, LLC Total:					225.00
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEPT SUPP PK	DEPARTMENT SUPPLIES				14.99
DEPT SUPP PK	DEPARTMENT SUPPLIES				29.98
Fund 111 - GENERAL Total:					44.97
Fund: 212 - TRANSPORTATION					
SUPP - BLACK PLASTIC	DEPARTMENT SUPPLIES				13.98
SUPP - ROUNDUP	DEPARTMENT SUPPLIES				49.99
SUPP - ROUNDUP	DEPARTMENT SUPPLIES				49.99
Fund 212 - TRANSPORTATION Total:					113.96

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
7 PC TOOL COMBO KIT FOR CO...	DEPARTMENT SUPPLIES				579.98
Fund 621 - ENVIRONMENTAL SERVICES Total:					579.98
Vendor 06131 - JOHN DEERE FINANCIAL Total:					738.91
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
BULD MAINT PK	BUILDING MAINTENANCE				24.67
DEPT SUPP PK	DEPARTMENT SUPPLIES				7.99
BLDG MAINT PK	BUILDING MAINTENANCE				12.98
Fund 111 - GENERAL Total:					45.64
Fund: 621 - ENVIRONMENTAL SERVICES					
INSECT KILLER FOR COMPOST F...	DEPARTMENT SUPPLIES				14.97
Fund 621 - ENVIRONMENTAL SERVICES Total:					14.97
Vendor 08067 - JOHN DEERE FINANCIAL Total:					60.61
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				8.44
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE				71.61
Fund 213 - CEMETERY Total:					80.05
Fund: 725 - CENTRAL GARAGE					
PARKS #311- CYLINDER KIT	EQUIPMENT MAINTENANCE				207.99
CEMETERY #3- FAN	EQUIPMENT MAINTENANCE				16.88
Fund 725 - CENTRAL GARAGE Total:					224.87
Vendor 09474 - JOHN DEERE FINANCIAL Total:					304.92
Vendor: 01333 - KIESEL, ROB					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				25.00
Fund 111 - GENERAL Total:					25.00
Vendor 01333 - KIESEL, ROB Total:					25.00
Vendor: 10010 - KIESLER POLICE SUPPLY INC					
Fund: 111 - GENERAL					
FIREARMS SUPPL-PD	FIREARMS SUPPLIES				575.35
FIREARMS SUPPL-PD	FIREARMS SUPPLIES				759.00
Fund 111 - GENERAL Total:					1,334.35
Vendor 10010 - KIESLER POLICE SUPPLY INC Total:					1,334.35
Vendor: 09371 - KIRK BERNHARDT					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
CONTRACTUAL	CONTRACTUAL SERVICES				500.00
Fund 111 - GENERAL Total:					518.00
Vendor 09371 - KIRK BERNHARDT Total:					518.00
Vendor: 09747 - KNOW HOW LLC					
Fund: 111 - GENERAL					
EQUIP MAINT PK	EQUIPMENT MAINTENANCE				10.75
Fund 111 - GENERAL Total:					10.75
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				16.91
Fund 213 - CEMETERY Total:					16.91
Fund: 621 - ENVIRONMENTAL SERVICES					
REAR VIEW MIRROR, ADHESSIV...	EQUIPMENT MAINTENANCE				36.22
Fund 621 - ENVIRONMENTAL SERVICES Total:					36.22
Fund: 725 - CENTRAL GARAGE					
POLICE #19- BATTERY	EQUIPMENT MAINTENANCE				97.85
POLICE #6- HEAD LAMPS	EQUIPMENT MAINTENANCE				18.31
FIRE #10- HEAD LAMPS	EQUIPMENT MAINTENANCE				8.52

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
TRANS #4042- CLEVIS	EQUIPMENT MAINTENANCE				3.71
CENTRAL GARAGE- IMPACT SO...	DEPARTMENT SUPPLIES				6.29
POLICE #6- RADIATOR HOSE	EQUIPMENT MAINTENANCE				38.47
POLICE #15- DRAIN PLUG	EQUIPMENT MAINTENANCE				5.46
RETURNED BATTERY CORE	EQUIPMENT MAINTENANCE				-18.00
Fund 725 - CENTRAL GARAGE Total:					160.61
Vendor 09747 - KNOW HOW LLC Total:					224.49
Vendor: 09872 - KRIZ DAVIS					
Fund: 111 - GENERAL					
GROUND MAINT PK	GROUNDS MAINTENANCE				442.90
GROUND MAINT PK	GROUNDS MAINTENANCE				311.12
Fund 111 - GENERAL Total:					754.02
Vendor 09872 - KRIZ DAVIS Total:					754.02
Vendor: 00741 - KUSTOM SIGNALS, INC					
Fund: 111 - GENERAL					
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				137.00
Fund 111 - GENERAL Total:					137.00
Vendor 00741 - KUSTOM SIGNALS, INC Total:					137.00
Vendor: 10074 - LA BAMBA					
Fund: 111 - GENERAL					
EAST OVERLAND GRANT PAYM...	COMMUNITY DEVELOPMENT				10,000.00
Fund 111 - GENERAL Total:					10,000.00
Vendor 10074 - LA BAMBA Total:					10,000.00
Vendor: 03941 - LAWSON PRODUCTS, INC					
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- MISC PARTS	DEPARTMENT SUPPLIES				125.36
Fund 725 - CENTRAL GARAGE Total:					125.36
Vendor 03941 - LAWSON PRODUCTS, INC Total:					125.36
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 212 - TRANSPORTATION					
42ND STREET CONSTR ENGINEE...	STREET PROJECTS				11,223.73
Fund 212 - TRANSPORTATION Total:					11,223.73
Fund: 631 - WASTEWATER					
42ND STREET CONSTR ENGINEE...	ENGINEERING/DESIGN				1,857.71
Fund 631 - WASTEWATER Total:					1,857.71
Fund: 661 - STORMWATER					
42ND STREET CONSTR ENGINEE...	ENGINEERING/DESIGN				2,399.56
Fund 661 - STORMWATER Total:					2,399.56
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:					15,481.00
Vendor: 05099 - MARKETING CONSULTANTS					
Fund: 721 - GIS SERVICES					
DEPT SUPP GIS	DEPARTMENT SUPPLIES				90.00
Fund 721 - GIS SERVICES Total:					90.00
Vendor 05099 - MARKETING CONSULTANTS Total:					90.00
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
BUILD MAINT PK	BUILDING MAINTENANCE				30.40
Fund 111 - GENERAL Total:					30.40
Fund: 212 - TRANSPORTATION					
SUPP - DUCK TAPE, BLUE LEDs	DEPARTMENT SUPPLIES				72.37
SUPP - BLUE LED	DEPARTMENT SUPPLIES				5.49
Fund 212 - TRANSPORTATION Total:					77.86

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				28.34
Fund 213 - CEMETERY Total:					28.34
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				39.98
DEPT SUP	DEPARTMENT SUPPLIES				23.99
Fund 631 - WASTEWATER Total:					63.97
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				715.43
Fund 641 - WATER Total:					715.43
Vendor 07628 - MENARDS, INC Total:					916.00
Vendor: 00552 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
Sbscrp. rnwl.	SUBSCRIPTIONS				54.95
Fund 111 - GENERAL Total:					54.95
Vendor 00552 - MIDLANDS NEWSPAPERS, INC Total:					54.95
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					
JULY 2019 SALES TAX	SALES TAX PAYABLE				3,063.78
Fund 111 - GENERAL Total:					3,063.78
Fund: 641 - WATER					
JULY 2019 SALES TAX	SALES TAX PAYABLE				14,329.08
JULY 2019 SALES TAX	SALES TAX PAYABLE				9,649.48
Fund 641 - WATER Total:					23,978.56
Fund: 661 - STORMWATER					
JULY 2019 SALES TAX	SALES TAX PAYABLE				592.53
Fund 661 - STORMWATER Total:					592.53
Vendor 00797 - NE DEPT OF REVENUE Total:					27,634.87
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 631 - WASTEWATER					
ELECTRICTY	ELECTRIC POWER				15,055.87
ELECTRICTY	ELECTRIC POWER				181.82
Fund 631 - WASTEWATER Total:					15,237.69
Fund: 641 - WATER					
ELECTRICTY	ELECTRIC POWER				8,545.08
ELECTRICTY	ELECTRIC POWER				4,891.52
Fund 641 - WATER Total:					13,436.60
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:					28,674.29
Vendor: 00483 - NEBRASKA STATE HISTORICAL SOCIETY					
Fund: 111 - GENERAL					
Sbscrp. rnwl.	SUBSCRIPTIONS				35.00
Fund 111 - GENERAL Total:					35.00
Vendor 00483 - NEBRASKA STATE HISTORICAL SOCIETY Total:					35.00
Vendor: 09555 - NELSON TRENT					
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- PROBE KIT	DEPARTMENT SUPPLIES				48.95
Fund 725 - CENTRAL GARAGE Total:					48.95
Vendor 09555 - NELSON TRENT Total:					48.95

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GR MAINT PK	GROUNDS MAINTENANCE				175.95
				Fund 111 - GENERAL Total:	175.95
Fund: 212 - TRANSPORTATION					
SUPP - CORRIGATED PIPE	DEPARTMENT SUPPLIES				463.73
SUPP - PIPE LUBE	DEPARTMENT SUPPLIES				8.77
				Fund 212 - TRANSPORTATION Total:	472.50
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:					648.45
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				93.00
				Fund 631 - WASTEWATER Total:	93.00
Fund: 641 - WATER					
SAMPLES	SAMPLES				80.00
SAMPLES	SAMPLES				80.00
				Fund 641 - WATER Total:	160.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:					253.00
Vendor: 00314 - PANHANDLE GEOTECHNICAL & ENVIRONMENTAL INC					
Fund: 661 - STORMWATER					
STRUCTURE	STRUCTURES				100.00
				Fund 661 - STORMWATER Total:	100.00
Vendor 00314 - PANHANDLE GEOTECHNICAL & ENVIRONMENTAL INC Total:					100.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				5,174.59
				Fund 111 - GENERAL Total:	5,174.59
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:					5,174.59
Vendor: 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC					
Fund: 111 - GENERAL					
CONCESSION	CONCESSION SUPPLIES				-25.00
				Fund 111 - GENERAL Total:	-25.00
Vendor 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC Total:					-25.00
Vendor: 09904 - PH&S PRODUCTS LLC					
Fund: 111 - GENERAL					
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES				90.00
				Fund 111 - GENERAL Total:	90.00
Vendor 09904 - PH&S PRODUCTS LLC Total:					90.00
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE				9,924.26
				Fund 713 - CASH & INVESTMENT POOL Total:	9,924.26
Vendor 01276 - PLATTE VALLEY BANK Total:					9,924.26
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				123.17
				Fund 621 - ENVIRONMENTAL SERVICES Total:	123.17
Fund: 631 - WASTEWATER					
Postage	POSTAGE				123.17
				Fund 631 - WASTEWATER Total:	123.17
Fund: 641 - WATER					
Postage	POSTAGE				123.16
				Fund 641 - WATER Total:	123.16
Vendor 00272 - POSTMASTER Total:					369.50

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				8.64
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				47.52
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				204.45
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				2.42
Fund 111 - GENERAL Total:					263.03
Vendor 00266 - QUILL CORPORATION Total:					263.03
Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.					
Fund: 111 - GENERAL					
GROUND MAINT PK	GROUNDS MAINTENANCE				2,210.84
GROUND MAINT PK	GROUNDS MAINTENANCE				928.26
GROUND MAINT PK	GROUNDS MAINTENANCE				6,893.76
Fund 111 - GENERAL Total:					10,032.86
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				506.56
Fund 213 - CEMETERY Total:					506.56
Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:					10,539.42
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				195.00
CLAIMS	CLAIMS EXPENSE				12,497.68
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				1,114.70
CLAIMS	CLAIMS EXPENSE				20,410.34
Fund 812 - HEALTH INSURANCE Total:					34,217.72
Vendor 04089 - REGIONAL CARE INC Total:					34,217.72
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT					
Fund: 641 - WATER					
ELECTRICITY	ELECTRIC POWER				2,511.63
Fund 641 - WATER Total:					2,511.63
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:					2,511.63
Vendor: 04311 - ROSE DREW, INC					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				594.84
Fund 111 - GENERAL Total:					594.84
Vendor 04311 - ROSE DREW, INC Total:					594.84
Vendor: 09997 - RURAL HEALTH DEVELOPMENT, INC.					
Fund: 224 - ECONOMIC DEVELOPMENT					
ECON DEV	ECONOMIC DEVELOPMENT				6,383.33
Fund 224 - ECONOMIC DEVELOPMENT Total:					6,383.33
Vendor 09997 - RURAL HEALTH DEVELOPMENT, INC. Total:					6,383.33
Vendor: 00564 - RUSCH'S GENERAL CONTRACTING, LLC					
Fund: 111 - GENERAL					
Equip. main.	EQUIPMENT MAINTENANCE				398.00
Fund 111 - GENERAL Total:					398.00
Vendor 00564 - RUSCH'S GENERAL CONTRACTING, LLC Total:					398.00
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					
MOTOMIX AND BAR OIL FOR S...	DEPARTMENT SUPPLIES				48.49

Expense Approval Report

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
EQUIP MAINT PK	EQUIPMENT MAINTENANCE				35.68
				Fund 111 - GENERAL Total:	84.17
Fund: 725 - CENTRAL GARAGE					
PARKS K2- OIL SEAL AND VALVE...	EQUIPMENT MAINTENANCE				1,131.94
PARKS K2- BLADE ASSY KIT	EQUIPMENT MAINTENANCE				302.60
				Fund 725 - CENTRAL GARAGE Total:	1,434.54
				Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	1,518.71
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				18.00
				Fund 111 - GENERAL Total:	18.00
				Vendor 10042 - SCOTT AARON Total:	18.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
LEGAL FEES-PD	LEGAL FEES				102.00
				Fund 111 - GENERAL Total:	102.00
				Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:	102.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				650.00
				Fund 713 - CASH & INVESTMENT POOL Total:	650.00
				Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	650.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 111 - GENERAL					
UNIFORM T-SHIRTS PRINTING ...	UNIFORMS & CLOTHING				334.00
				Fund 111 - GENERAL Total:	334.00
				Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:	334.00
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				357.50
CONCRETE FOR STREET REPAIR	DEPARTMENT SUPPLIES				667.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				1,705.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				696.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				319.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				570.00
RECYCLED BASE GRAVEL	STREET REPAIR SUPPLIES				492.77
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				490.50
RECYCLED BASE GRAVEL AND C...	STREET REPAIR SUPPLIES				2,219.99
				Fund 212 - TRANSPORTATION Total:	7,517.76
				Vendor 01031 - SIMON CONTRACTORS Total:	7,517.76
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
ELECTRICAL PARK	ELECTRICAL MAINTENANCE				4,825.50
ELECTRICAL	ELECTRICAL MAINTENANCE				160.00
ELECTRICAL PK	ELECTRICAL MAINTENANCE				161.70
Equip. main.	EQUIPMENT MAINTENANCE				1,830.00
Equip. main.	EQUIPMENT MAINTENANCE				511.90
				Fund 111 - GENERAL Total:	7,489.10

Expense Approval Report

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 213 - CEMETERY					
ELECTRICAL CEM	ELECTRICAL MAINTENANCE				75.00
Fund 213 - CEMETERY Total:					75.00
Vendor 00513 - SNELL SERVICES INC. Total:					7,564.10
Vendor: 09617 - SOUCIE ANDREW					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				678.00
Fund 111 - GENERAL Total:					678.00
Vendor 09617 - SOUCIE ANDREW Total:					678.00
Vendor: 09880 - SOUTHERN UNIFORM EQUIPMENT					
Fund: 111 - GENERAL					
LONG SLEEVE UNIFORM SHIRT	UNIFORMS & CLOTHING				66.99
Fund 111 - GENERAL Total:					66.99
Vendor 09880 - SOUTHERN UNIFORM EQUIPMENT Total:					66.99
Vendor: 00054 - STATE HEALTH LAB					
Fund: 641 - WATER					
SAMPLES	SAMPLES				377.00
Fund 641 - WATER Total:					377.00
Vendor 00054 - STATE HEALTH LAB Total:					377.00
Vendor: 01235 - STATE OF NE.					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				420.00
Fund 111 - GENERAL Total:					420.00
Vendor 01235 - STATE OF NE. Total:					420.00
Vendor: 09343 - SUNSET LAW ENFORCEMENT, LTD					
Fund: 111 - GENERAL					
FIREARMS SUPPL-PD	FIREARMS SUPPLIES				636.00
Fund 111 - GENERAL Total:					636.00
Vendor 09343 - SUNSET LAW ENFORCEMENT, LTD Total:					636.00
Vendor: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				191.93
EQUIP MAINT	EQUIPMENT MAINTENANCE				16.64
Fund 631 - WASTEWATER Total:					208.57
Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:					208.57
Vendor: 06358 - UNDERWRITERS LABORATORIES INC					
Fund: 111 - GENERAL					
AERIAL AND GROUND LADDER ...	EQUIPMENT MAINTENANCE				2,228.65
Fund 111 - GENERAL Total:					2,228.65
Vendor 06358 - UNDERWRITERS LABORATORIES INC Total:					2,228.65
Vendor: 09865 - UNION BANK & TRUST					
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT	REGULAR RETIRE EE PAY				7,230.37
RETIREMENT	REGULAR RETIRE EE PAY				7,450.35
RETIREMENT	DEFERRED COMP EE PAY				2,385.50
RETIREMENT	DEFERRED COMP EE PAY				590.00
RETIREMENT	RETIRE FIRE EE PAYABLE				4,642.53
RETIREMENT	RETIRE FIRE EE PAYABLE				2,486.30
RETIREMENT	RETIRE POLICE EE PAY				5,753.80
RETIREMENT	RETIRE POLICE EE PAY				5,392.47
Fund 713 - CASH & INVESTMENT POOL Total:					35,931.32
Vendor 09865 - UNION BANK & TRUST Total:					35,931.32

Expense Approval Report

Post Dates: 08/20/2019 - 09/03/2019

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
HOTEL FOR LEADERSHIP CLASS-...	SCHOOL & CONFERENCE				79.28
NATIONAL REGISTRY EMT- GILL	MEMBERSHIPS				80.00
SPECIAL EVENT	SPECIAL EVENTS				25.00
CERTIFIED LETTER FOR FIRE CO...	POSTAGE				7.00
NATIONAL REGISTRY EMT- KELL...	MEMBERSHIPS				80.00
NE STATE PATROL BACKGROUN...	DEPARTMENT SUPPLIES				46.38
CERTIFIED LETTERS FOR FIRE C...	POSTAGE				14.15
CERTIFIED LETTER FOR FIRE CO...	POSTAGE				7.00
Conf.	SCHOOL & CONFERENCE				250.00
CERTIFIED LETTER FOR FIRE CO...	POSTAGE				6.85
Dep. sup.	DEPARTMENT SUPPLIES				2.10
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				275.00
SCHOOL & CONF DS	SCHOOL & CONFERENCE				-230.00
GASOLINE-PD	GASOLINE				33.85
GASOLINE FOR TRIP TO CLASS I...	GASOLINE				27.36
MULTIPLE	PROGRAMMING				318.39
MULTIPLE	GASOLINE				51.00
MULTIPLE	SCHOOL & CONFERENCE				219.00
CREDIT FOR MISCHARGE WWW...	SCHOOL & CONFERENCE				-14.99
Fund 111 - GENERAL Total:					1,277.37
Fund: 224 - ECONOMIC DEVELOPMENT					
SCHOOL & CONF ED	SCHOOL & CONFERENCE				427.70
SCHOOL & CONF ED	SCHOOL & CONFERENCE				500.00
SCHOOL & CONF ED	SCHOOL & CONFERENCE				15.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					942.70
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				4.99
Fund 661 - STORMWATER Total:					4.99
Vendor 08828 - US BANK Total:					2,225.06
Vendor: 01544 - VAN PELT FENCING CO, INC					
Fund: 212 - TRANSPORTATION					
ELECTRONIC GATE FOR TRANS...	ELECTRICAL MAINTENANCE				11,857.00
SUPP - REMOTE OPENERS FOR ...	DEPARTMENT SUPPLIES				330.00
Fund 212 - TRANSPORTATION Total:					12,187.00
Vendor 01544 - VAN PELT FENCING CO, INC Total:					12,187.00
Vendor: 01367 - WASSON, BRIAN					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				70.00
Fund 111 - GENERAL Total:					70.00
Vendor 01367 - WASSON, BRIAN Total:					70.00
Vendor: 09706 - WESTERN NEBRASKA ENVIRONMENTAL SERVICES					
Fund: 661 - STORMWATER					
STRUCTURES	STRUCTURES				2,650.24
Fund 661 - STORMWATER Total:					2,650.24
Vendor 09706 - WESTERN NEBRASKA ENVIRONMENTAL SERVICES Total:					2,650.24
Vendor: 10039 - WILSON ZACHARIAH					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				54.00
Fund 111 - GENERAL Total:					54.00
Vendor 10039 - WILSON ZACHARIAH Total:					54.00

Expense Approval Report

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01611 - WINKLER ELECTRIC INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
ELECTRICAL WORK AT ES BUILD...	ELECTRICAL MAINTENANCE				321.48
Fund 621 - ENVIRONMENTAL SERVICES Total:					321.48
Vendor 01611 - WINKLER ELECTRIC INC Total:					321.48
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
Grand Total:					530,482.62

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	56,116.56	3,063.78
211 - REGIONAL LIBRARY	47.08	0.00
212 - TRANSPORTATION	175,727.63	0.00
213 - CEMETERY	784.39	0.00
223 - KENO	800.00	0.00
224 - ECONOMIC DEVELOPMENT	35,619.73	0.00
225 - MUTUAL FIRE	1,655.90	0.00
621 - ENVIRONMENTAL SERVICES	3,592.52	123.17
631 - WASTEWATER	34,845.67	123.17
641 - WATER	47,297.75	24,101.72
661 - STORMWATER	25,817.37	592.53
713 - CASH & INVESTMENT POOL	107,113.99	107,113.99
721 - GIS SERVICES	90.67	0.00
725 - CENTRAL GARAGE	6,755.64	0.00
812 - HEALTH INSURANCE	34,217.72	34,217.72
Grand Total:	530,482.62	169,336.08

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	3,063.78	3,063.78
111-52111-111	DEPARTMENT SUPPLIES	156.03	0.00
111-52111-121	DEPARTMENT SUPPLIES	116.59	0.00
111-52111-141	DEPARTMENT SUPPLIES	1,045.19	0.00
111-52111-142	DEPARTMENT SUPPLIES	263.03	0.00
111-52111-143	DEPARTMENT SUPPLIES	44.02	0.00
111-52111-151	DEPARTMENT SUPPLIES	787.49	0.00
111-52111-171	DEPARTMENT SUPPLIES	380.30	0.00
111-52114-172	CONCESSION SUPPLIES	-25.00	0.00
111-52121-151	JANITORIAL SUPPLIES	283.92	0.00
111-52121-171	JANITORIAL SUPPLIES	221.67	0.00
111-52134-172	SPECIAL EVENTS	25.00	0.00
111-52162-142	FIREARMS SUPPLIES	1,970.35	0.00
111-52163-142	INVESTIGATIVE EXPENSES	353.30	0.00
111-52181-141	UNIFORMS & CLOTHING	400.99	0.00
111-52181-142	UNIFORMS & CLOTHING	74.55	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	21.99	0.00
111-52222-151	BOOKS	424.35	0.00
111-52223-143	PROGRAMMING	318.39	0.00
111-52223-151	PROGRAMMING	159.13	0.00
111-52225-151	SUBSCRIPTIONS	89.95	0.00
111-52311-141	MEMBERSHIPS	160.00	0.00
111-52411-112	POSTAGE	22.55	0.00
111-52411-141	POSTAGE	35.00	0.00
111-52511-141	GASOLINE	27.36	0.00
111-52511-142	GASOLINE	33.85	0.00
111-52511-143	GASOLINE	51.00	0.00
111-53111-142	CONTRACTUAL SERVICES	5,779.59	0.00
111-53111-151	CONTRACTUAL SERVICES	252.00	0.00
111-53111-171	CONTRACTUAL SERVICES	237.95	0.00
111-53111-172	CONTRACTUAL SERVICES	698.00	0.00
111-53211-142	LEGAL FEES	102.00	0.00
111-53421-171	BUILDING MAINTENANCE	415.84	0.00
111-53421-172	BUILDING MAINTENANCE	1,214.09	0.00
111-53431-171	ELECTRICAL MAINTENAN...	5,147.20	0.00
111-53441-141	EQUIPMENT MAINTENAN...	2,228.65	0.00
111-53441-142	EQUIPMENT MAINTENAN...	137.00	0.00
111-53441-151	EQUIPMENT MAINTENAN...	2,739.90	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53441-171	EQUIPMENT MAINTENAN...	99.43	0.00
111-53471-171	GROUNDS MAINTENANCE	11,577.88	0.00
111-53521-111	HEATING FUEL	37.09	0.00
111-53521-141	HEATING FUEL	54.16	0.00
111-53521-142	HEATING FUEL	86.07	0.00
111-53521-151	HEATING FUEL	77.49	0.00
111-53521-171	HEATING FUEL	57.78	0.00
111-53521-172	HEATING FUEL	1,283.38	0.00
111-53561-111	PHONE & INTERNET	6.13	0.00
111-53561-112	PHONE & INTERNET	6.30	0.00
111-53561-114	PHONE & INTERNET	8.39	0.00
111-53561-115	PHONE & INTERNET	2.08	0.00
111-53561-121	PHONE & INTERNET	7.47	0.00
111-53561-141	PHONE & INTERNET	11.66	0.00
111-53561-142	PHONE & INTERNET	1,176.06	0.00
111-53561-143	PHONE & INTERNET	2.64	0.00
111-53561-151	PHONE & INTERNET	24.67	0.00
111-53561-171	PHONE & INTERNET	2.35	0.00
111-53561-172	PHONE & INTERNET	3.56	0.00
111-53571-141	CELLULAR PHONE	268.68	0.00
111-53711-121	SCHOOL & CONFERENCE	-230.00	0.00
111-53711-141	SCHOOL & CONFERENCE	64.29	0.00
111-53711-142	SCHOOL & CONFERENCE	1,563.00	0.00
111-53711-143	SCHOOL & CONFERENCE	219.00	0.00
111-53711-151	SCHOOL & CONFERENCE	250.00	0.00
111-53751-114	COMMUNITY DEVELOPM...	10,000.00	0.00
211-52222-151	BOOKS	47.08	0.00
212-52111-212	DEPARTMENT SUPPLIES	2,842.08	0.00
212-52171-212	STREET REPAIR SUPPLIES	2,712.76	0.00
212-53421-212	BUILDING MAINTENANCE	635.00	0.00
212-53431-212	ELECTRICAL MAINTENAN...	11,857.00	0.00
212-53441-212	EQUIPMENT MAINTENAN...	35.00	0.00
212-53491-212	STREET MAINTENANCE	4,138.00	0.00
212-53521-212	HEATING FUEL	221.36	0.00
212-53561-212	PHONE & INTERNET	6.53	0.00
212-54322-212	STREET PROJECTS	153,279.90	0.00
213-52111-213	DEPARTMENT SUPPLIES	632.74	0.00
213-53431-213	ELECTRICAL MAINTENAN...	75.00	0.00
213-53441-213	EQUIPMENT MAINTENAN...	71.61	0.00
213-53561-213	PHONE & INTERNET	5.04	0.00
223-53111-113	CONTRACTUAL SERVICES	800.00	0.00
224-53561-113	PHONE & INTERNET	2.70	0.00
224-53711-113	SCHOOL & CONFERENCE	953.70	0.00
224-59111-114	ECONOMIC DEVELOPME...	34,663.33	0.00
225-52111-141	DEPARTMENT SUPPLIES	1,655.90	0.00
621-52111-621	DEPARTMENT SUPPLIES	1,321.76	0.00
621-52411-621	POSTAGE	123.17	123.17
621-53431-621	ELECTRICAL MAINTENAN...	321.48	0.00
621-53441-621	EQUIPMENT MAINTENAN...	741.22	0.00
621-53451-621	VEHICLE MAINTENANCE	1,038.26	0.00
621-53521-621	HEATING FUEL	42.26	0.00
621-53561-621	PHONE & INTERNET	4.37	0.00
631-52111-631	DEPARTMENT SUPPLIES	763.35	0.00
631-52411-631	POSTAGE	169.72	123.17
631-53111-631	CONTRACTUAL SERVICES	280.64	0.00
631-53441-631	EQUIPMENT MAINTENAN...	1,391.76	0.00
631-53531-631	ELECTRIC POWER	15,237.69	0.00
631-53561-631	PHONE & INTERNET	3.64	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
631-54212-631	ENGINEERING/DESIGN	1,857.71	0.00
631-54311-631	STRUCTURES	15,141.16	0.00
641-21311	SALES TAX PAYABLE	23,978.56	23,978.56
641-52111-641	DEPARTMENT SUPPLIES	1,094.57	0.00
641-52117-641	SAMPLES	672.00	0.00
641-52411-641	POSTAGE	526.20	123.16
641-52611-641	CHEMICALS	4,919.70	0.00
641-53111-641	CONTRACTUAL SERVICES	21.36	0.00
641-53521-641	HEATING FUEL	134.83	0.00
641-53531-641	ELECTRIC POWER	15,948.23	0.00
641-53561-641	PHONE & INTERNET	2.30	0.00
661-21311	SALES TAX PAYABLE	592.53	592.53
661-52111-661	DEPARTMENT SUPPLIES	36.68	0.00
661-53111-661	CONTRACTUAL SERVICES	4.99	0.00
661-53561-661	PHONE & INTERNET	8.05	0.00
661-54212-661	ENGINEERING/DESIGN	2,399.56	0.00
661-54311-661	STRUCTURES	22,775.56	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,715.92	7,715.92
713-21513	FICA W/H EE PAYABLE	28,695.62	28,695.62
713-21514	FED W/H EE PAYABLE	21,680.57	21,680.57
713-21517	POL UNION DUES EE PAY	650.00	650.00
713-21518	FIRE UNION DUES EE PAY	225.00	225.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	146.50	146.50
713-21527	WAGE ATTACHMENT EE ...	194.92	194.92
713-21528	REGULAR RETIRE EE PAY	14,680.72	14,680.72
713-21529	DEFERRED COMP EE PAY	2,975.50	2,975.50
713-21531	RETIRE FIRE EE PAYABLE	7,128.83	7,128.83
713-21533	RETIRE POLICE EE PAY	11,146.27	11,146.27
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	1,901.18	1,901.18
713-21541	HSA EE PAYABLE	9,924.26	9,924.26
721-52111-721	DEPARTMENT SUPPLIES	90.00	0.00
721-53561-721	PHONE & INTERNET	0.67	0.00
725-52111-725	DEPARTMENT SUPPLIES	274.21	0.00
725-52181-725	UNIFORMS & CLOTHING	18.64	0.00
725-52531-725	OIL & ANTIFREEZE	3,053.16	0.00
725-53441-725	EQUIPMENT MAINTENAN...	3,376.16	0.00
725-53521-725	HEATING FUEL	31.91	0.00
725-53561-725	PHONE & INTERNET	1.56	0.00
812-53862-112	CLAIMS EXPENSE	32,908.02	32,908.02
812-53863-112	FLEXIBLE BENFT EXPENSES	1,309.70	1,309.70
Grand Total:		530,482.62	169,336.08

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	527,682.66	169,336.08
6002052111	36.68	0.00
6002053111	4.99	0.00
6002053561	8.05	0.00
6002554311	2,750.24	0.00
Grand Total:	530,482.62	169,336.08

9-3-19 UTILITY REFUNDS

Account #	Contact	Service Address	Refund Amount
<u>050-2902-03</u>	CATHERINE R VINTON	901 10TH AVE SCOTTSBLUFF NE 69361	4.33
<u>045-6047-15</u>	MONIQUE FLORES	1615 16TH AVE SCOTTSBLUFF NE 69361	47.98
<u>055-4016-18</u>	MICHELLE HOF	1710 8TH AVE SCOTTSBLUFF NE 69361	80.84
<u>015-2149-01</u>	ARTHUR H KRAFT	3022 AVE E SCOTTSBLUFF NE 69361	11.24
<u>025-6870-01</u>	DON KRUG	1601 AVE X SCOTTSBLUFF NE 69361	43.8
<u>035-1379-03</u>	JODY K ZIEGLER	1302 BRYANT AVE SCOTTSBLUFF NE 69361	15.77
6			\$203.96

City of Scottsbluff, Nebraska

Tuesday, September 3, 2019

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing as advertised for 6:00 p.m. for authorizing the final tax request for the 2019-2020 year at a different amount than the prior year request.

Staff Contact: Liz Hilyard, Finance Director

CITY OF SCOTTSBLUFF, NEBRASKA ANNUAL BUDGET



FISCAL YEAR 2019-2020

CITY OF SCOTTSBLUFF, NEBRASKA
FISCAL YEAR 2019-2020
ANNUAL BUDGET

MAYOR
Raymond Gonzales

COUNCIL MEMBERS
Jeanne McKerrigan
Scott Shaver
Nathan Green
Terry Schaub

CITY MANAGER
Nathan Johnson

COVER
Public Safety Building, 1801 Avenue B

CITY OF SCOTTSBLUFF, NEBRASKA
Mayor and City Council



*Mayor
Raymond Gonzales*



*Councilmember
Jeanne McKerrigan*



*Councilmember
Scott Shaver*



*Councilmember
Nathan Green*



*Councilmember
Terry Schaub*

CITY OF SCOTTSBLUFF, NEBRASKA

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CITY OF SCOTTSBLUFF, NEBRASKA

List of Principal Officials

October 1, 2019

Title

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

Name

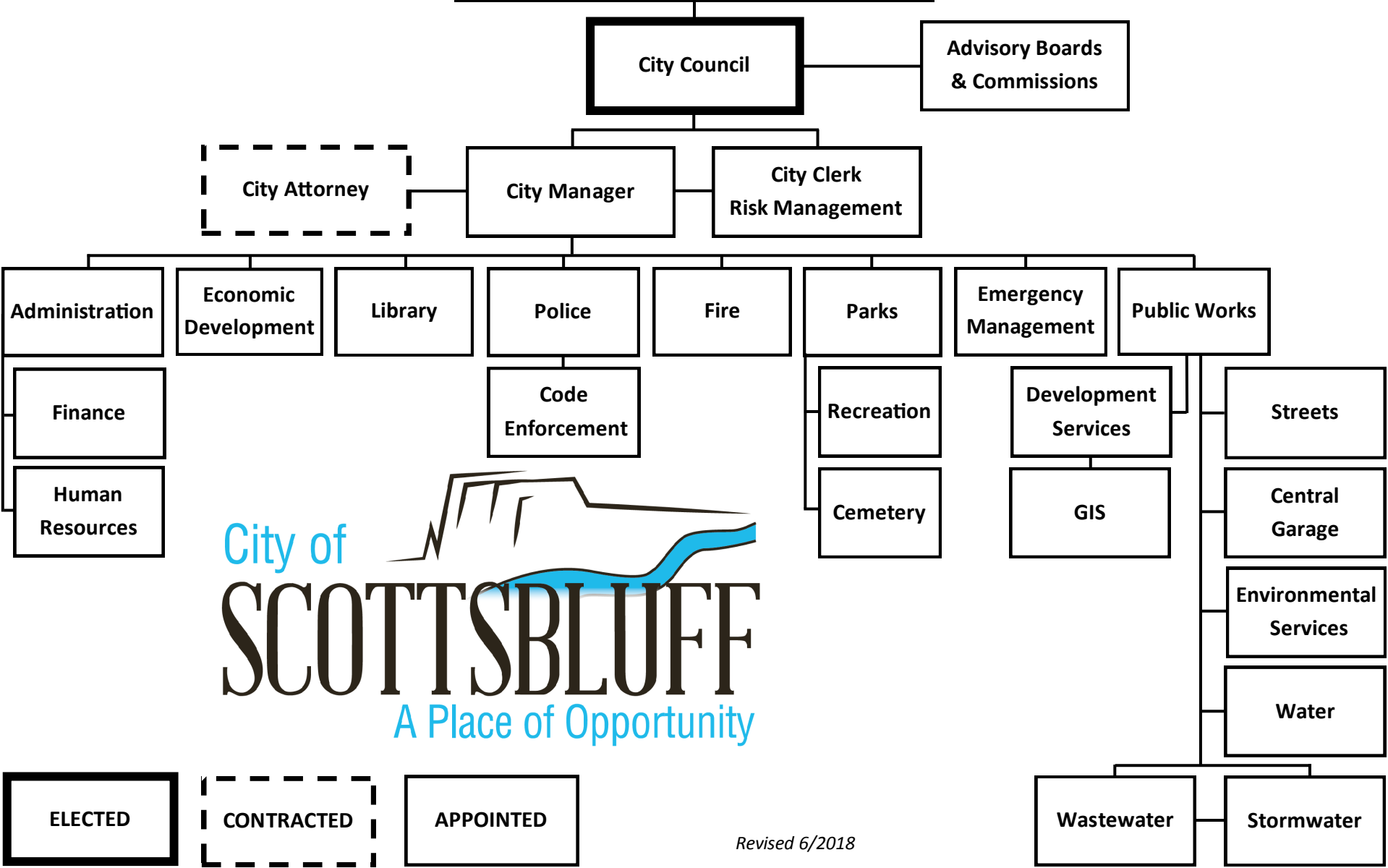
Raymond Gonzales
Jeanne McKerrigan
Scott Shaver
Nathan Green
Terry Schaub
Nathan Johnson
Kim Wright
Liz Hilyard
Jana Bode
Mark Bohl
Starr Lehl
Tim Newman
Tom Schingle
Erin Aschenbrenner
Rick Deeds
Kevin Spencer

CITY OF SCOTTSBLUFF, NEBRASKA
Personnel Count by Department

<u>Department</u>	<u>Approved 2019-2020</u>
Administration	10
Development Services	2
Fire	17
Police	40
Emergency Management	1
Library	7
Parks	9
Streets	14
Cemetery	2
Economic Development	1
Environmental Services	14
Wastewater	9.5
Water	8
Central Garage	2
GIS	<u>1</u>
Total Full-Time Equivalents	137.5 FTEs

CITY OF SCOTTSBLUFF, NEBRASKA
Organizational Chart

Citizens of Scottsbluff



CITY OF SCOTTSBLUFF, NEBRASKA

Boards/Commissions/Agencies

BOARD OF ADJUSTMENT

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

Henry Huber.....9/30/20
Sabrina Esparza.....9/30/19
Roger Rojas.....9/30/19
Troy Herman.....9/30/21
Rick Wayman.....9/30/21
Raul Aguallo (Alternate).....9/30/21

BUILDING & FIRE CODES EXCEPTIONS BOARD

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

BUSINESS IMPROVEMENT BOARD

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

Donna Hessler.....9/30/20
Angela Kembel9/30/20
Melissa Schneider9/30/20
Roger Franklin9/30/19

CITY OF SCOTTSBLUFF, NEBRASKA

Boards/Commissions/Agencies

Neal Blumenkamp9/30/19
Beckie Rogers9/30/21
Rick Wayman.....9/30/21
Tami Reichert (Alternate)9/30/19
(Alternate).....

CIVIL SERVICE COMMISSION

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

Thomas Perkins, Chairman.....9/30/21
Jackie Neu9/30/23
Michael Schaff.....9/30/25

LIBRARY BOARD

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

Beth Merrigan9/30/22
Victoria Casillas.....9/30/22
Jim Schmucker.....9/30/24
Anne Radford9/30/21
John Marshall.....9/30/20

CITY OF SCOTTSBLUFF, NEBRASKA

Boards/Commissions/Agencies

PARK, CEMETERY & TREE BOARD

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

Dan Marshall.....9/30/22
Larry Cooper.....9/30/21
Kasandra Lauder9/30/24
Carolyn Escamilla.....9/30/21
Megan Hayward.....9/30/23
Vacant

PLANNING COMMISSION

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

Henry Huber.....9/30/20
David Gompert.....9/30/20
Becky Estrada9/30/20
Callen Wayman.....9/30/19
Mark Westphal.....9/30/19
Jim Zitterkopf.....9/30/19
Dana Weber9/30/21
Anita Chadwick9/30/19
Angie Aquallo.....9/30/19
Linda Redfern9/30/19

CITY OF SCOTTSBLUFF, NEBRASKA

Boards/Commissions/Agencies

PLUMBERS EXAMINING BOARD

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

Larry McCaslin9/30/21
Robert McCormick9/30/21
Mark Sitzman.....9/30/20
Roger Rojas.....9/30/19
Jack SaturEx-Off.
Gary Batt.....Ex-Off.

LB 840 APPLICATION REVIEW

David Schaff
Dennis Hadden
Hod Kosman
Jim Trumbull
Lee Glenn
Marla Marx
Nate Merrigan

LB 840 CITIZEN REVIEW

Diane Vandenberg
Marci Meyer
Mark Harris
Sam Mark
Scott Phillips

CITY OF SCOTTSBLUFF, NEBRASKA

Boards/Commissions/Agencies

LIQUOR LICENSE HOLDERS INVESTIGATORY BOARD

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

Russ Knight, Chairman1/31/21
Kelli Larson, Vice Chairman1/31/21
Bob Scriptor.....1/31/21
Mike Halley.....1/31/21
Nathan Johnson.....1/31/21
Libby Stobel.....1/31/21
Kevin Spencer.....1/31/21
Kim Wright.....1/31/21
Norman Coley.....1/31/21
Vacant.....

COMMUNITY REDEVELOPMENT AGENCY

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

Bill Trumbull3/1/2021
Bill Knapper.....3/1/2024
Cathy Eastman3/1/2023
Robert Franco.....3/1/2022
Vacant.....

CITY OF SCOTTSBLUFF, NEBRASKA

History and Facts

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

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

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

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

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

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



Broadway, circa 1900

CITY OF SCOTTSBLUFF, NEBRASKA

History and Facts

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

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

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

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

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



Broadway, circa 1920



Broadway, 2016

CITY OF SCOTTSBLUFF, NEBRASKA

Miscellaneous Statistics

Date of Incorporation	June 10, 1916	Fire Protection:	
Form of Government	Council/Manager	Number of stations	1
Location	Western Nebraska	Number of firefighters:	
Population	15,039	Full time	16
Elevation (feet)	3,891		
Area in square miles	6.27	Police Protection:	
Average annual rain fall (inches)	15.79	Number of stations	1
Average annual snow fall (inches)	42.10	Number of sworn officers	31
Average growing season (days)	147		
		Water system:	
Number of employees		Number of customers	6,079
Full time permanent	133	Number of wells operated	12
Part time permanent	5	Number of water towers	5
Part time casual	12	Pumping capacity (gallons per minute)	14,100
Seasonal	40	Storage capacity (gallons)	2,750,000
		Average annual water consumption (gallons)	1.2 billion
City of Scottsbluff facilities and services:		Miles of water main	120
Miles of streets	340	Number of fire hydrants	943
Traffic control signals	35		
		Water reclamation system:	
Parks and recreation:		Number of customers	6,049
Number of parks	23	Influent flow per day (gallons)	2,104,110
Area of parks in acres	281	Number of sewer lift stations	5
Swimming pools/water park	1	Miles of sanitary sewers	90
Campground camp sites	47	Number of manholes	1,815

CITY OF SCOTTSBLUFF, NEBRASKA

Miscellaneous Statistics

Stormwater collection:

Miles of storm sewer main	100
Catch basins	1,500

Hospitals:

Number of hospitals	1
Number of patient beds	182

Libraries

	1
Printed and digital materials	65,000+
Cardholders/patrons	20,335
Patrons served annually	130,000+

Facilities and services not included in the reporting entity:

Education:

Number of schools:

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

Number of students:

Elementary (K-5)	1,553
Middle school (6-8)	800
Senior high (9-12)	900
Community College:	
Full time students	868
Part time students	1,132



Scottsbluff PD Officers

CITY OF SCOTTSBLUFF, NEBRASKA

Letter from the City Manager

Honorable Mayor, City Council and Citizens of Scottsbluff:

I am honored to complete my fourth City budget on behalf of the Citizens of Scottsbluff. I am pleased to present to you and the residents of Scottsbluff the Annual Budget for Fiscal Year 2019/20. Every year, the City Council adopts a budget that matches the services desired by the community with the financial resources required to adequately provide those services.

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

City staff has worked to ensure openness and transparency in the budget process. Beginning in April 2019, the City's budget and financial team met with each department with the clear objective of increasing the effectiveness of the budget, identifying cost savings, reducing expenditures while improving service delivery. On May 9, 2019, the City Council held a Budget Workshop that indicated trends used to develop departmental budgets, revenue budgets and to update the Capital Improvement Plan.

As a result of stagnant growth in the City's sources of revenue, staff has reviewed expenditure categories and proposed reductions where possible. Expenditures are expected to exceed forecasted revenues for the upcoming 2019/20 fiscal year. Due to the expenditures

exceeding projected revenues, expenditures will be addressed with an effort to minimize the impact on City services.

The City of Scottsbluff's all funds budget, net of transfers is \$41.6 million. Approximately \$11.3 million is allocated to the General Fund.

The City must continue to identify both opportunities to reduce costs and to attract new sources of revenue. To this end, the City is investing in Economic Development efforts and Infrastructure while also looking for creative measures to ensure that effective services are provided.

It is essential that the City continue to practice its prudent fiscal management to ensure its resources are adequate to draw upon during the economic downturns and to meet its future obligations. The Fiscal Year 2019/20 Budget presents a plan for addressing the goals of City Council within existing resources. It supports the immediate needs of the community and the long-term fiscal health of the City.

Yours Truly,



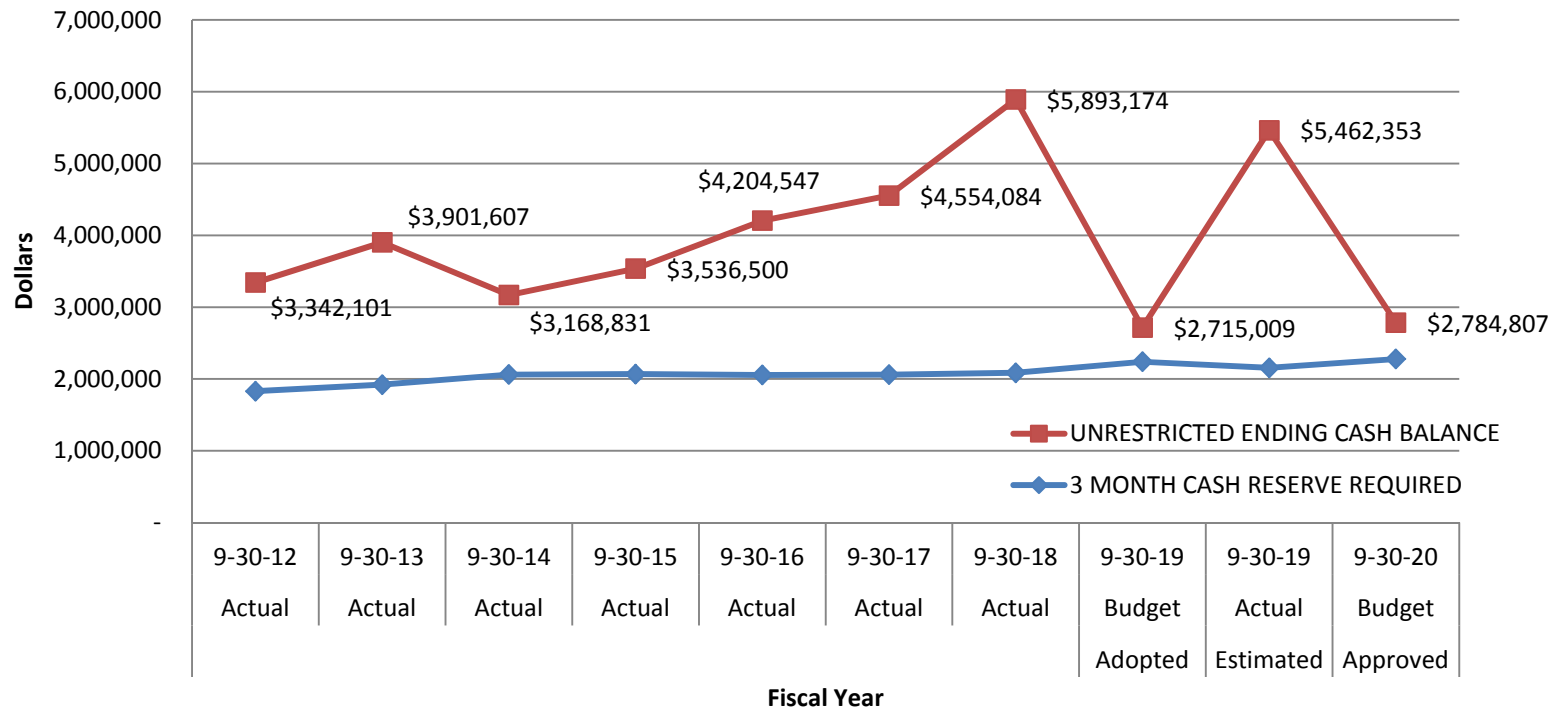
Nathan Johnson, City Manager

CITY OF SCOTTSBLUFF, NEBRASKA

General Fund Cash Balance

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

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

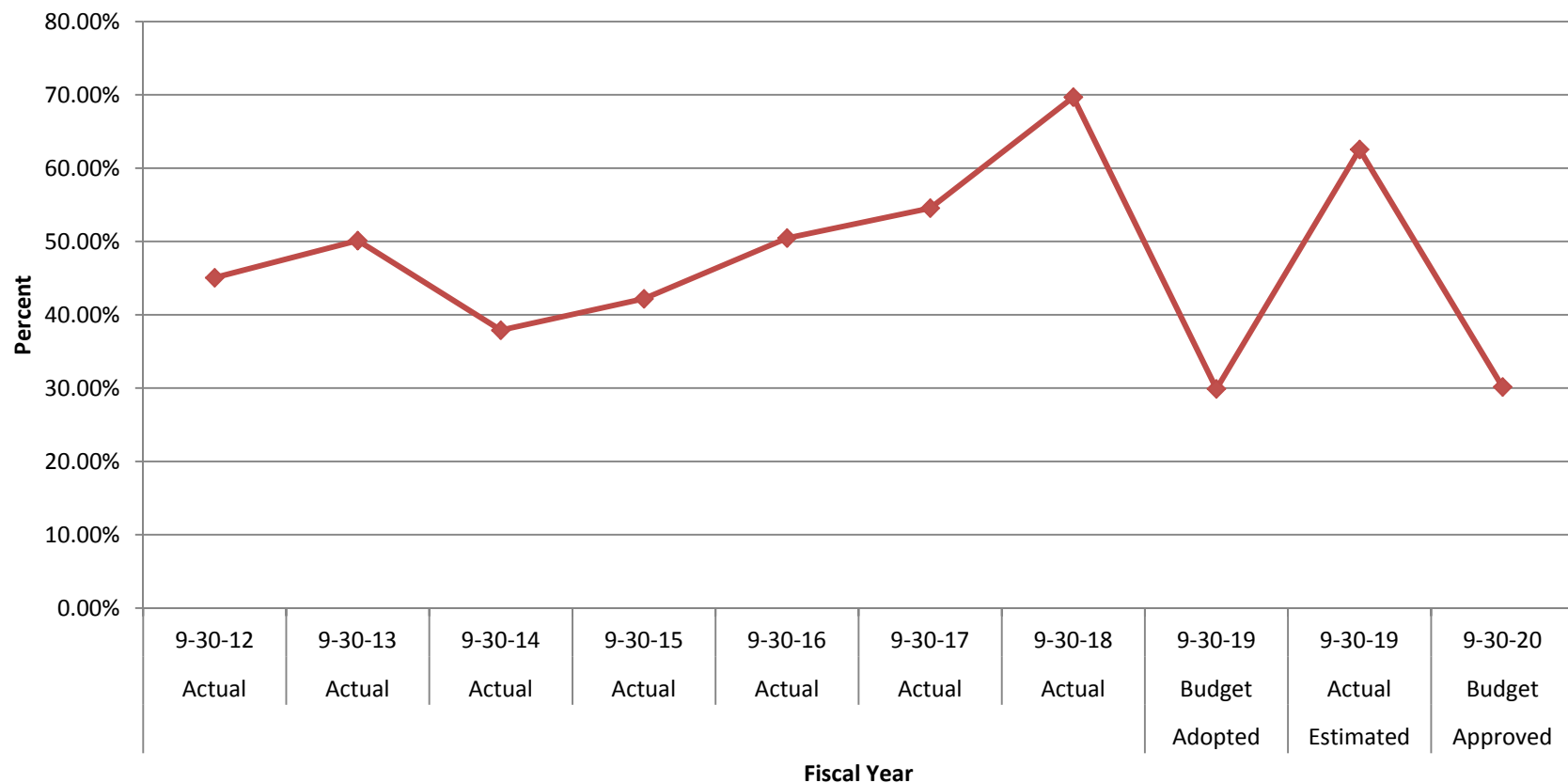


CITY OF SCOTTSBLUFF, NEBRASKA

General Fund Cash Balance

The General Fund's budgeted unrestricted cash balance for the 2020 Budget is \$2,784,807 or 30.15% of expenditures (less capital outlay and debt service). A three month reserve of General Fund cash would require a balance of \$2,277,155.

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

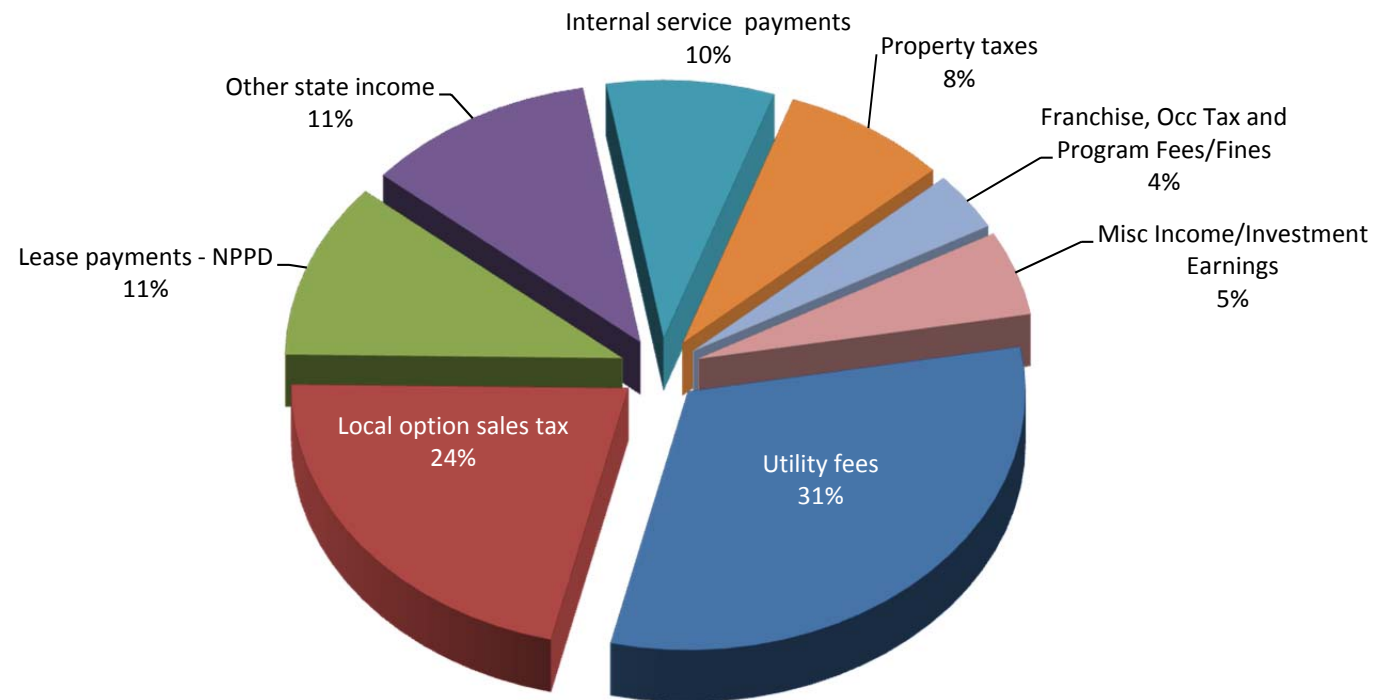


CITY OF SCOTTSBLUFF, NEBRASKA

Revenues by Source

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

Budgeted Revenue by Source



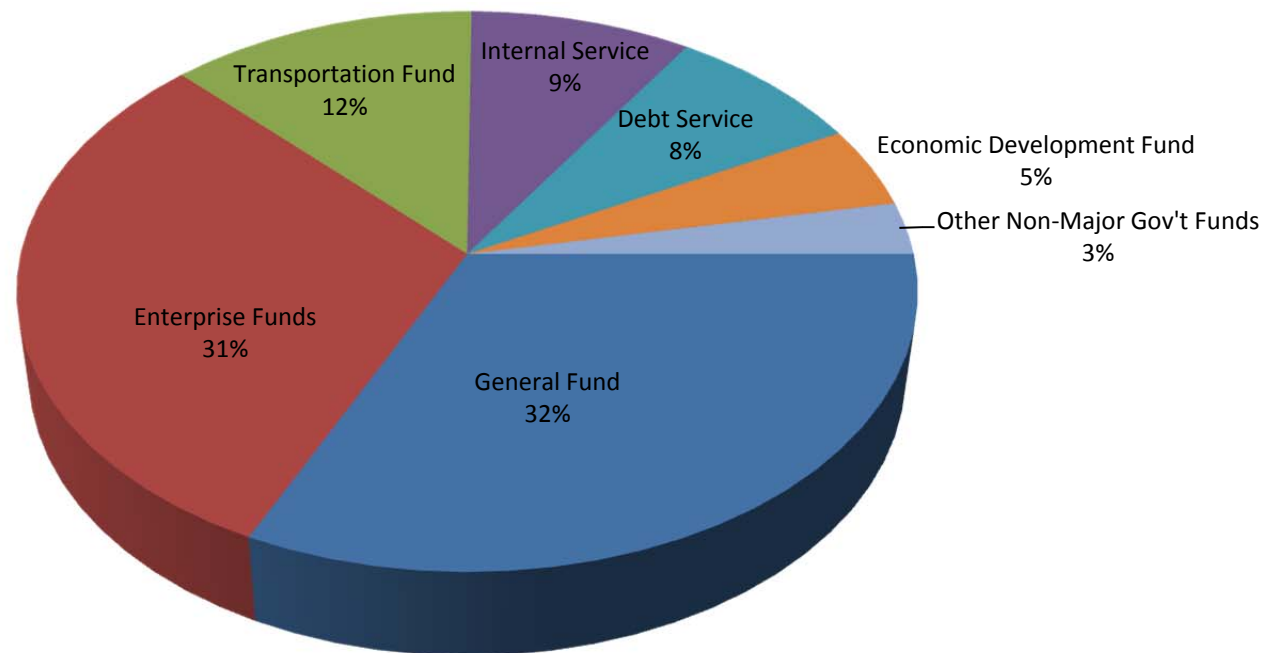
Fiscal Year 09/30/2020

CITY OF SCOTTSBLUFF, NEBRASKA

Revenues by Fund

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

Budgeted Revenue by Fund



Fiscal Year 09/30/2020

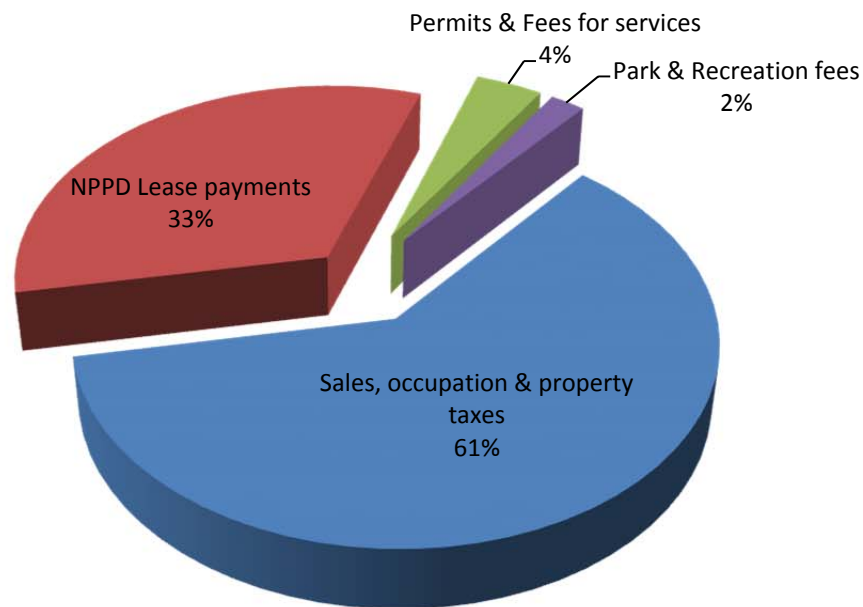
Cash balance forward, transfers and bond/warrant proceeds not included in revenue amounts.

CITY OF SCOTTSBLUFF, NEBRASKA

General Fund Revenues

The General Fund revenues which make up 31% of the City's total revenues are mostly attributable to taxes and lease payments from NPPD. A small portion of General Fund revenue is generated from fees related to parks and recreation (pool passes, park shelter rentals, softball and other recreation league fees), permit fees and fees for services (building permit fees, fingerprinting fees, fire inspection fees and security detail). The remaining balance is investment income.

Budgeted General Fund Revenues by Source



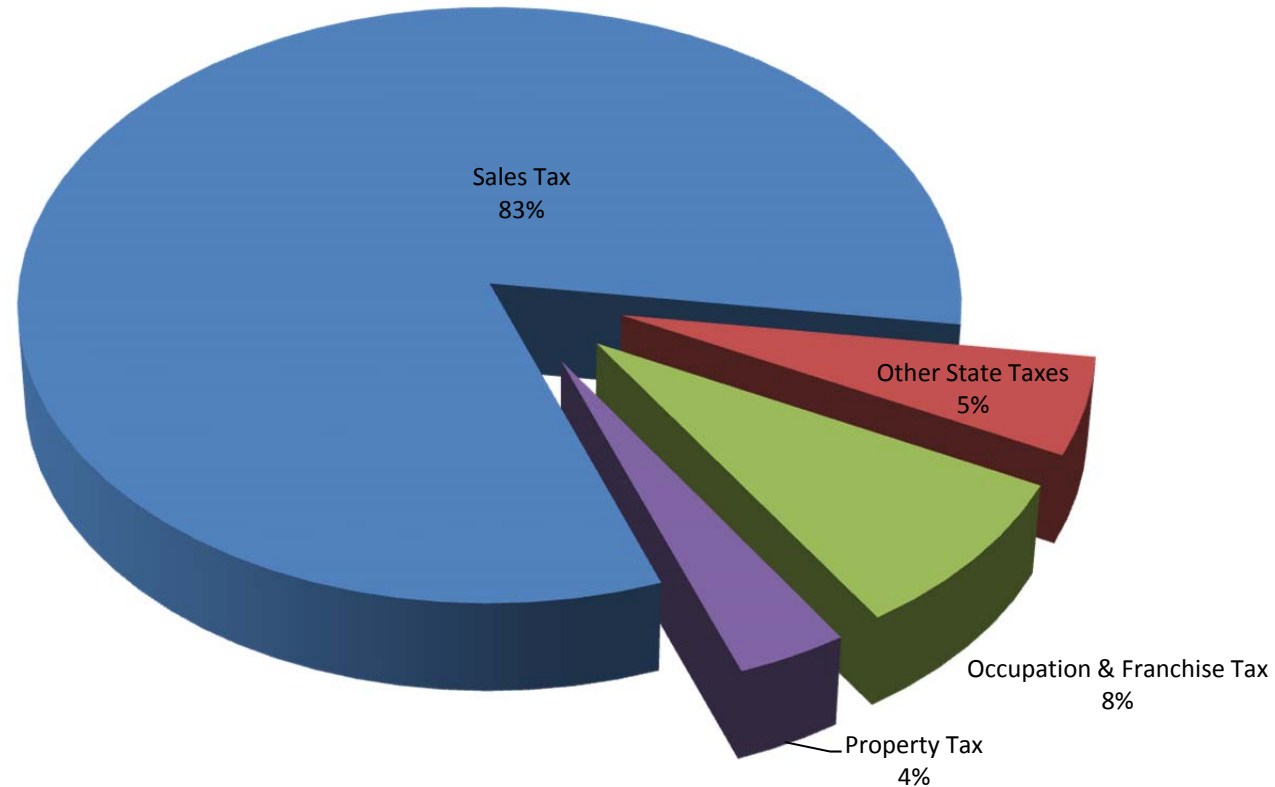
Fiscal Year 09/30/2020

CITY OF SCOTTSBLUFF, NEBRASKA

General Fund Tax Revenues

Over half (59%) of the General Fund revenues are attributable to taxes. The majority (82.7%) of this tax revenue is from local option retail sales tax. The remaining tax revenue is generated by occupation and franchise tax, property tax and other State tax such as motor vehicle tax.

Budgeted General Fund Tax Revenues by Source



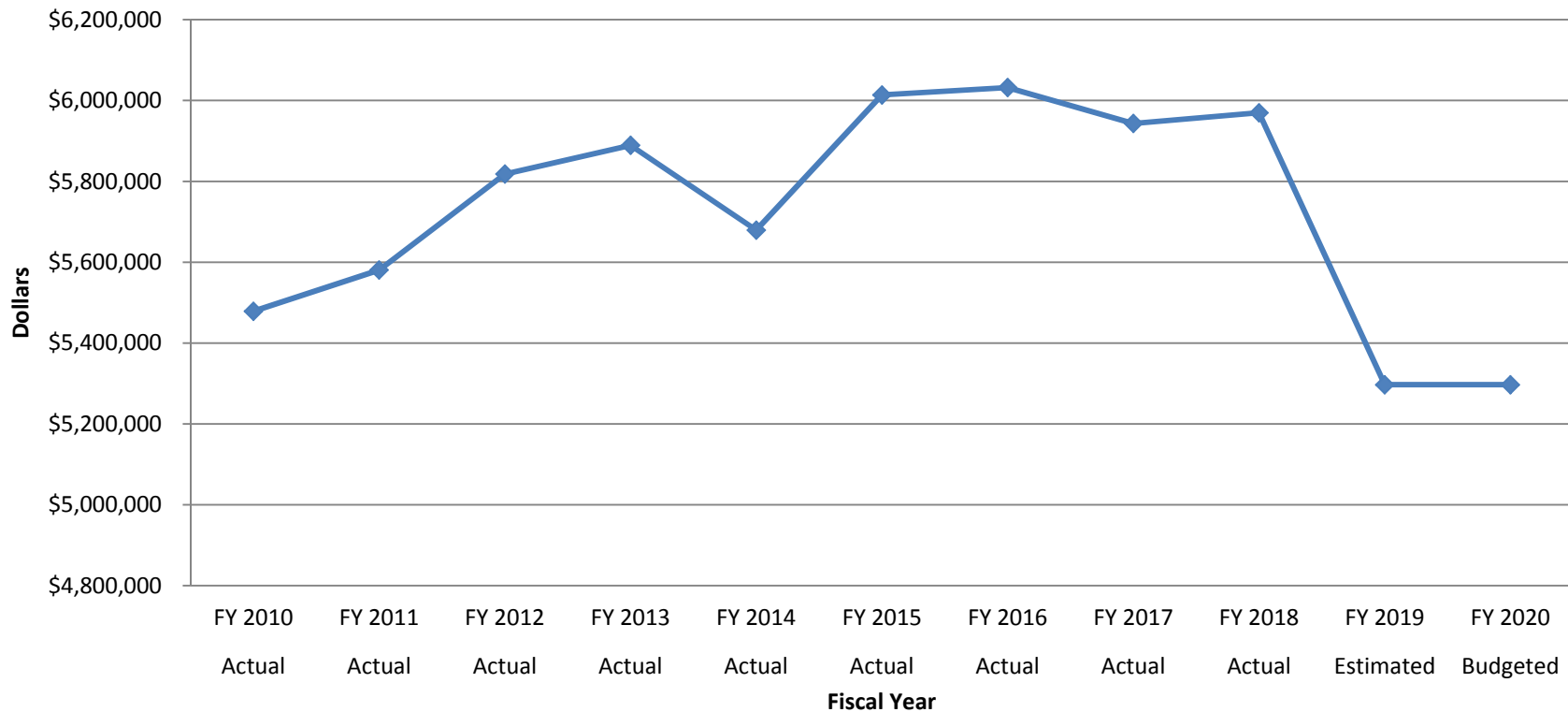
Fiscal Year 09/30/2020

CITY OF SCOTTSBLUFF, NEBRASKA

Sales Tax Revenues

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

Sales Tax Revenue History



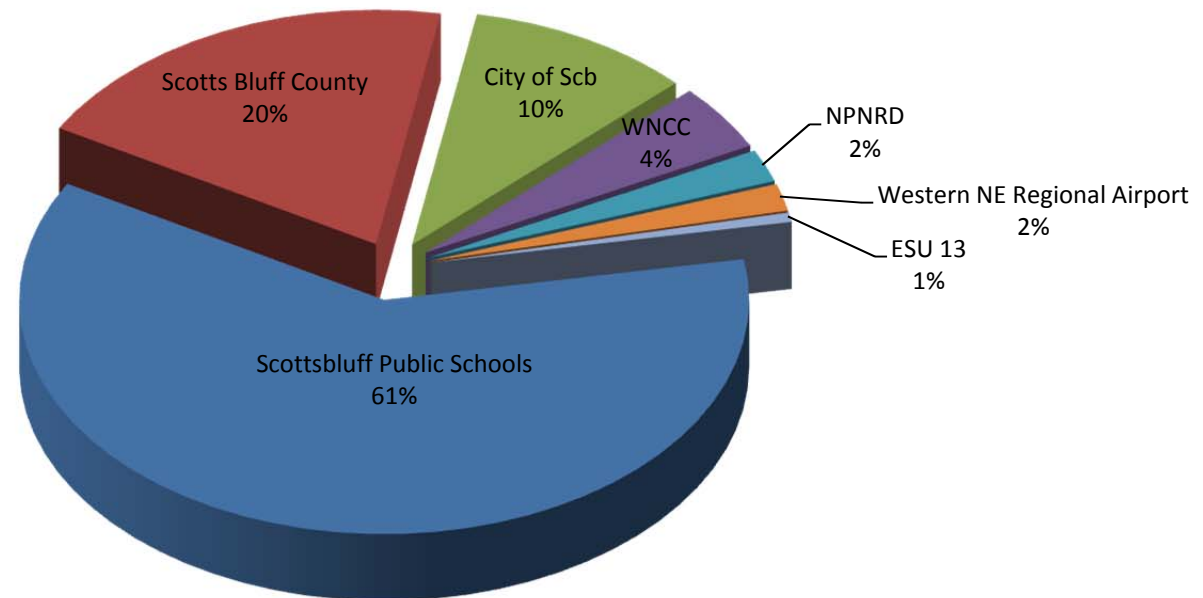
CITY OF SCOTTSBLUFF, NEBRASKA

Property Tax Revenues

A levy indicates the amount of tax property owners pay for each \$100 valuation of their property. Property tax can be calculated by Assessed Valuation divided by 100, then multiplied by the levy. The City's requested levy for the Budget Year 2020 is .2160. A citizen can expect to pay \$216.00 in City taxes on a \$100,000 home.

Total property tax revenue is budgeted to increase without a rate increase due to an increase in property valuations. Valuations increased from \$885,989,875 in 2018 to \$912,099,308 in 2019, an increase of \$26,109,433 or 2.95%. Actual valuation of property is determined by the Scotts Bluff County Assessor.

Division of the Property Tax Dollar



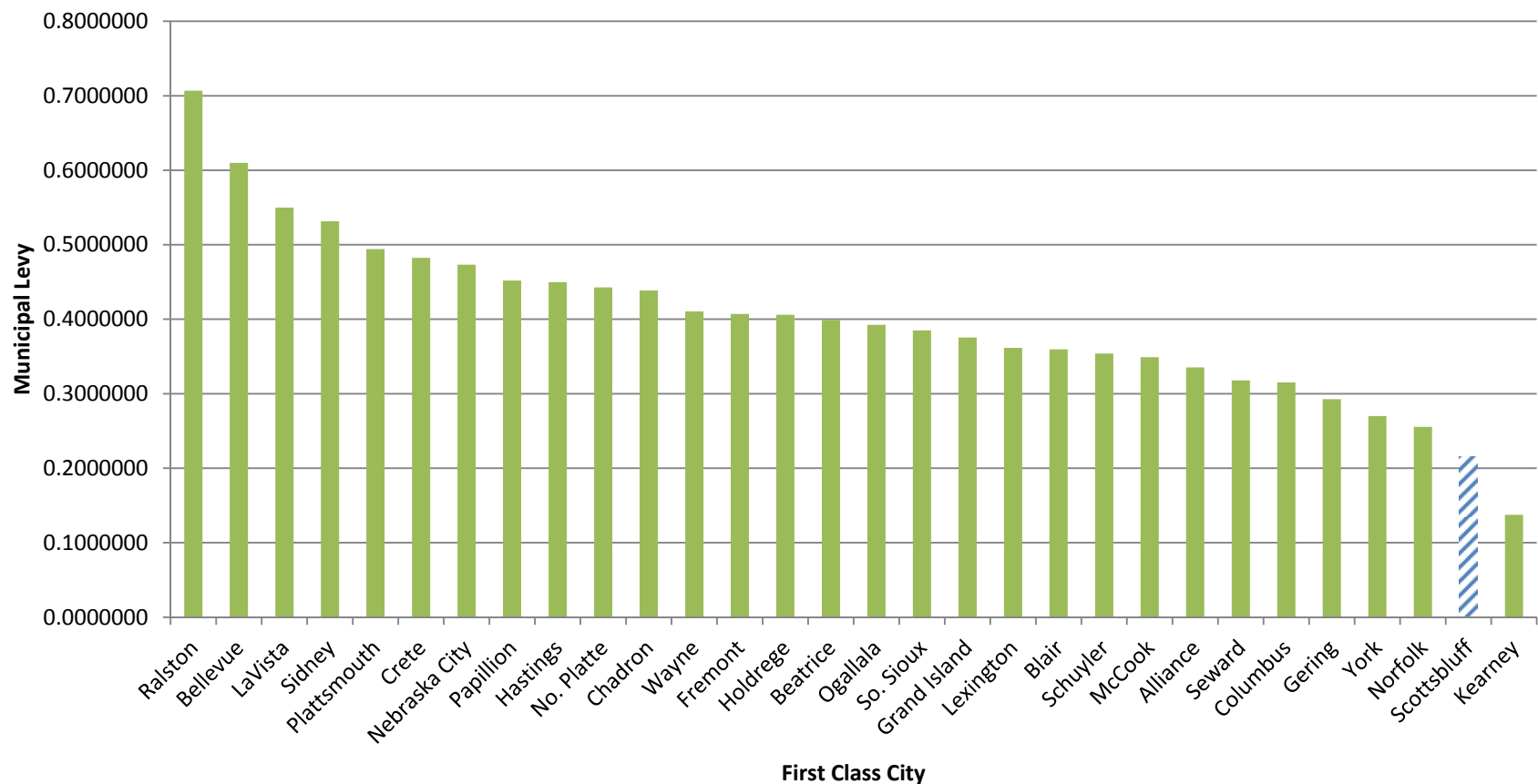
2018 Levy

CITY OF SCOTTSBLUFF, NEBRASKA

Property Tax Revenues

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

2018 Municipal Levies of Nebraska First Class Cities

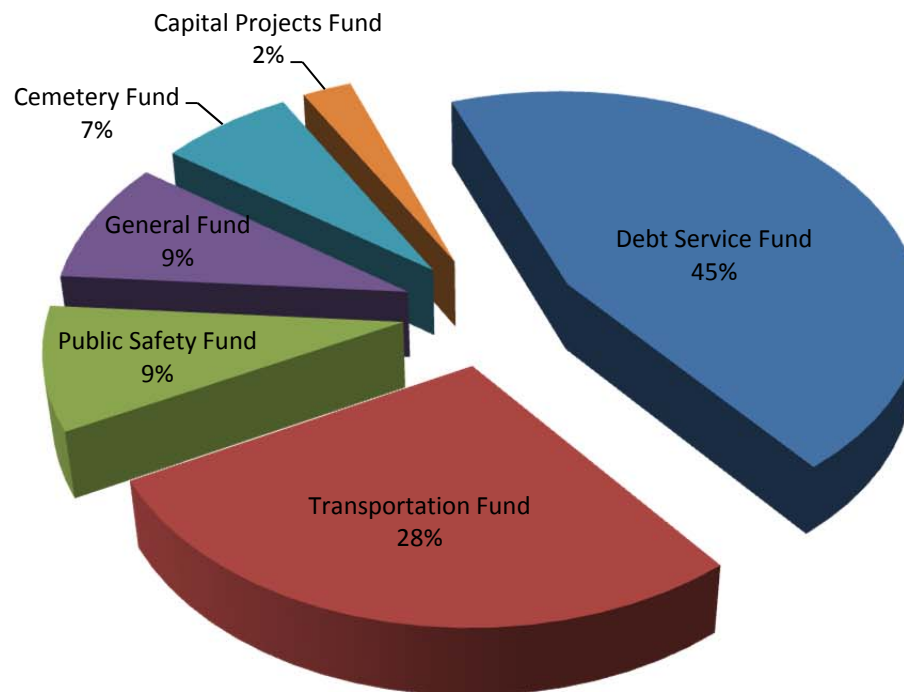


CITY OF SCOTTSBLUFF, NEBRASKA

Property Tax Revenues

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

Fund Allocation of Property Tax Revenues

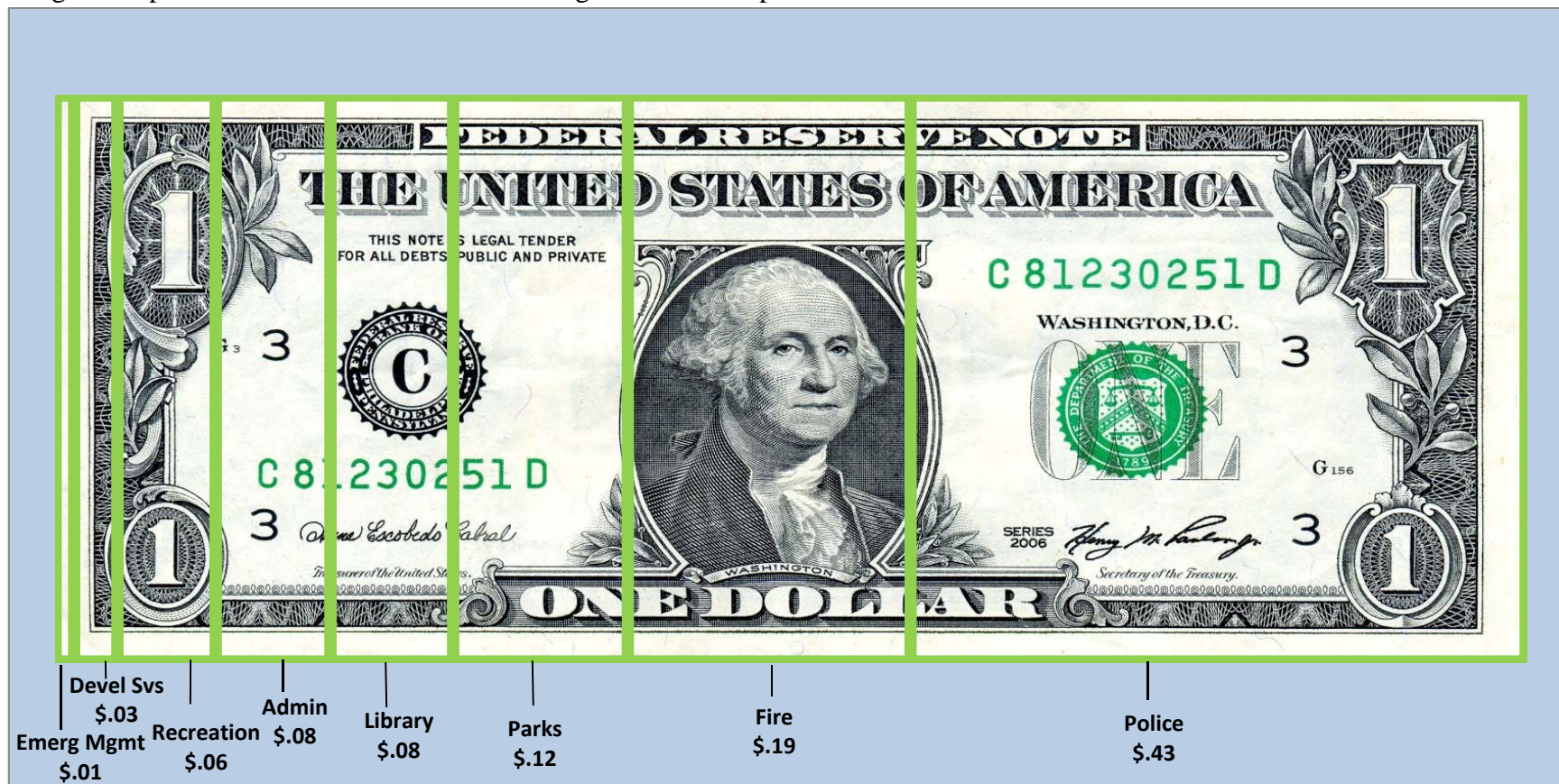


Fiscal Year 09/30/2020

CITY OF SCOTTSBLUFF, NEBRASKA

General Fund Expenditures

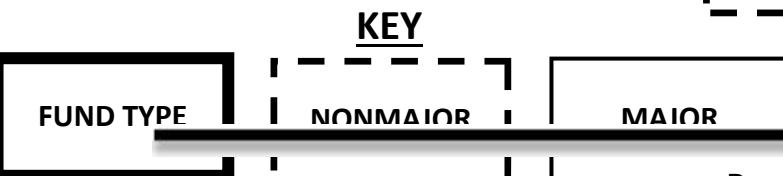
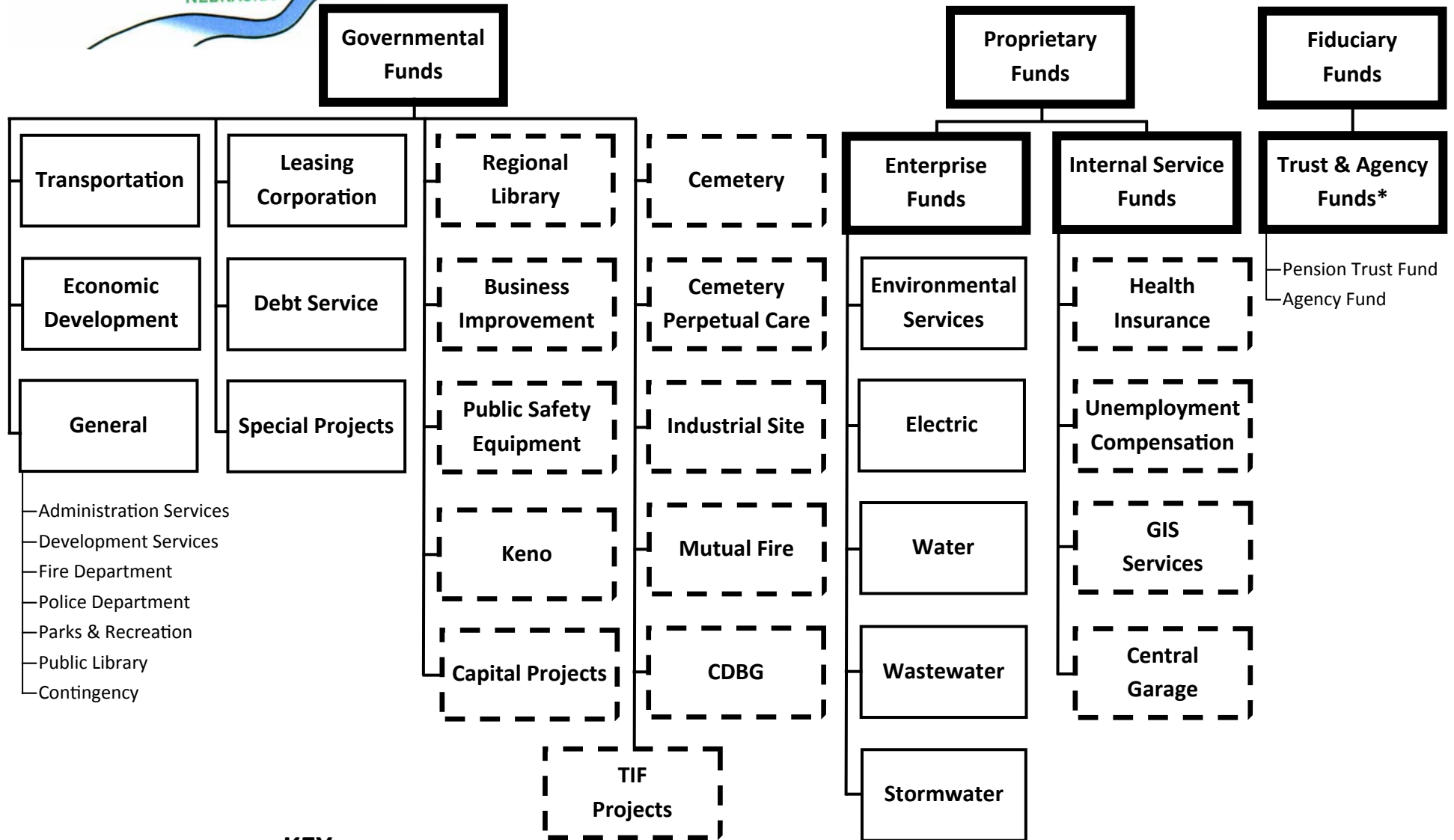
How is the money spent?? General Fund expenditures seem to cause the most concern for taxpayers as this Fund is a conglomerate of many Departments that provide services to the community most of which generate little or no revenue on their own. The General Fund, as noted previously is funded mostly by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





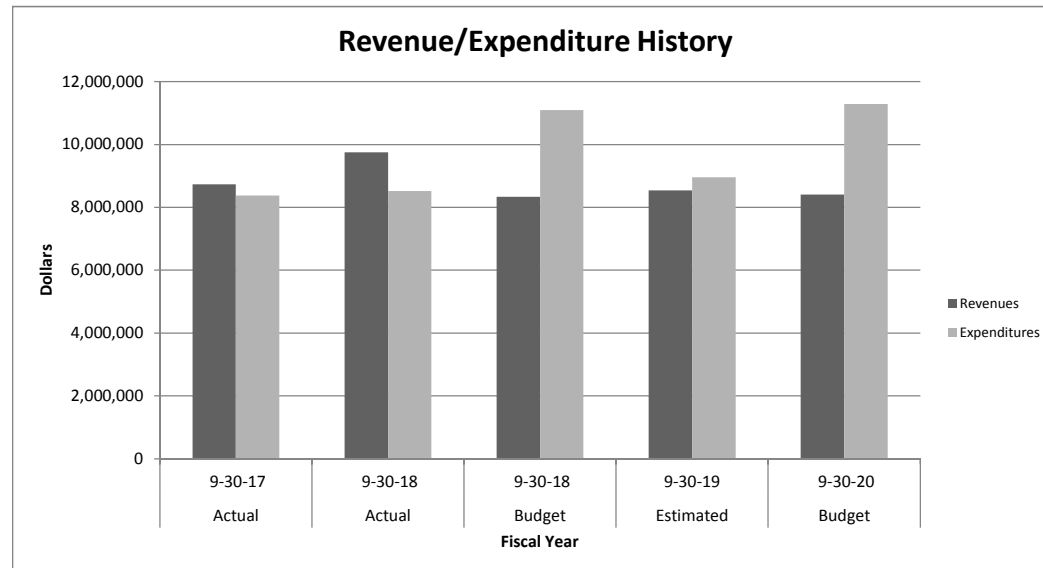
CITY OF SCOTTSBLUFF, NEBRASKA

Budget Fund Structure



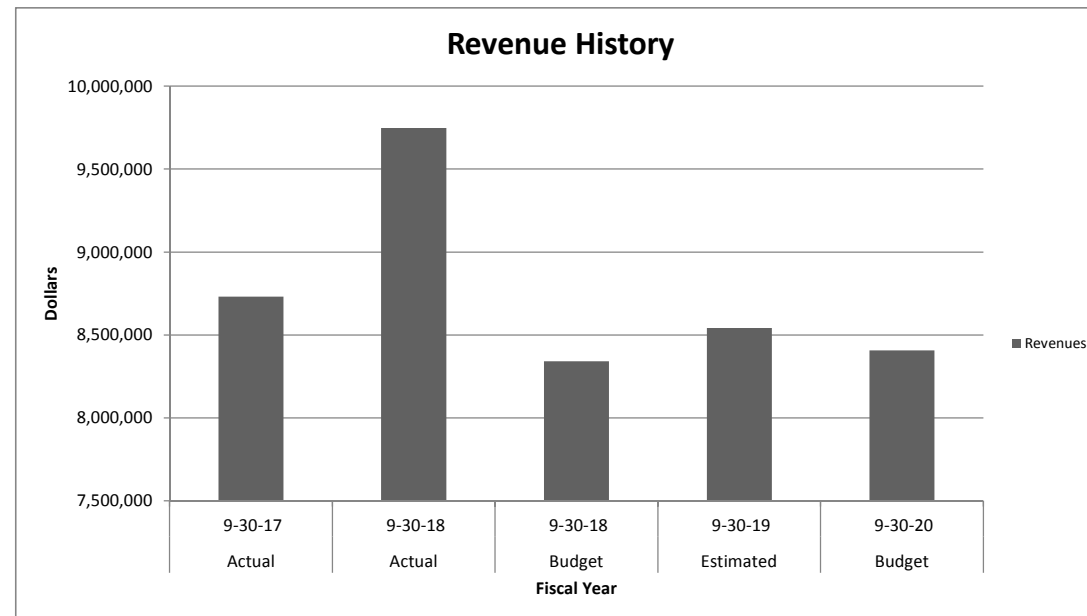
Summary

	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
UNENCUMBERED CASH BALANCE OCT. 1	4,506,547	4,856,085	5,470,018		6,086,674	5,672,353
RECEIPTS	8,729,996	9,747,558	8,340,604	5,034,628	8,542,469	8,406,851
REVENUES	13,236,543	14,603,643	13,810,622	5,034,628	14,629,143	14,079,204
ADMINISTRATIVE SERVICES DEPT	550,479	736,646	702,760	277,524	613,728	705,119
DEVELOPMENT SERVICES DEPT	346,452	234,919	259,762	117,595	249,288	255,057
FIRE DEPARTMENT	1,552,657	1,558,320	1,698,932	879,477	1,702,411	1,697,829
POLICE & EMERGENCY MANAGEMENT DEPARTMENT	3,543,275	3,675,969	3,807,296	1,886,034	3,816,320	3,985,372
PARKS AND RECREATION DEPT	1,640,467	1,567,861	3,640,372	678,031	1,845,353	3,652,241
SCOTTSBLUFF PUBLIC LIBRARY	668,548	700,230	736,491	360,089	729,690	748,779
CONTINGENCY	68,201	-	250,000	-	-	250,000
TOTAL EXPENDITURES	8,370,079	8,473,944	11,095,613	4,198,751	8,956,790	11,294,397
ACCRUAL ADJUSTMENT	10,379	43,025	-	-	-	-
TOTAL EXPENDITURES AFTER ACCRUAL	8,380,458	8,516,969	11,095,613	4,198,751	8,956,790	11,294,397
Assigned fund balance	302,000	193,500	-		210,000	-
UNENCUMBERED FUND BALANCE SEP. 30	4,554,085	5,893,174	2,715,009		5,462,353	2,784,807
TOTAL FUND BALANCE	4,856,085	6,086,674	2,715,009		5,672,353	2,784,807
	-					
		9-30-16	9-30-17	9-30-18	9-30-19	9-30-20
Full - Time	87	86	84	83	86	
Part - Time	5	5	4	4	4	



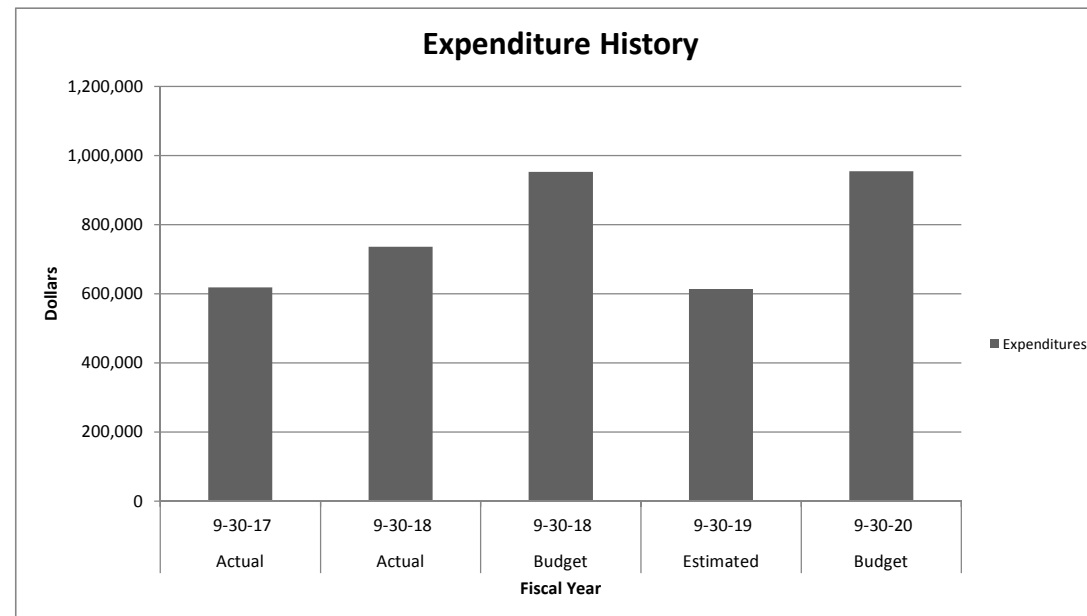
The General Fund is supported significantly by sales tax receipts and electric system lease payments (via transfer); other significant funding categories include state-shared, franchise payments, and user fees/charges.

	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
LOCAL OPTION SALES TAX	4,598,376	4,624,303	4,241,068	2,277,814	4,117,542	4,117,542
PROPERTY TAX	157,816	158,368	175,000	34,359	175,000	175,000
OTHER TAX (FRANCHISE, OCCUPATION)	513,794	748,194	618,369	379,760	606,769	683,574
INTERGOVERNMENTAL (GRANTS)	12,068	59,101	-	23,875	41,500	-
CHARGES FOR SERVICES	563,104	473,146	436,658	200,741	491,758	470,550
MISCELLANEOUS REVENUES	109,305	664,092	32,759	50,995	62,899	33,185
INTEREST INCOME	41,388	82,836	20,000	65,366	70,001	50,000
TRANSFERS FROM OTHER FUNDS	2,734,145	2,937,518	2,816,750	2,001,718	2,977,000	2,877,000
Total General Fund Revenues	8,729,996	9,747,558	8,340,604	5,034,628	8,542,469	8,406,851



	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
PERSONNEL SERVICES	188,375	207,505	219,289	104,853	206,280	200,395
OPERATIONS & MAINTENANCE	351,673	529,141	471,471	159,923	394,700	499,724
CAPITAL OUTLAY	10,431	-	12,000	12,748	12,748	5,000
COUNCIL CONTINGENCY	68,201	-	250,000	-	-	250,000
Total Administrative Services Department Expenditures	618,680	736,646	952,760	277,524	613,728	955,119

	9-30-16	9-30-17	9-30-18	9-30-19	9-30-20
Full - Time	10	10	9	10	10
Part - Time	-	-	-	-	-



Administrative Services Department

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



Mission Statement

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



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

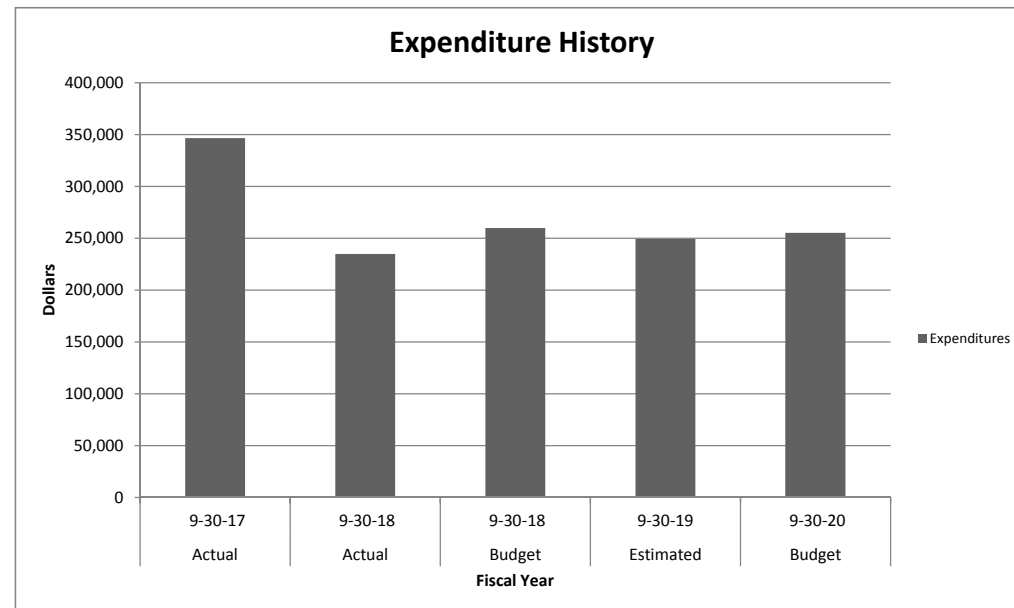
Among other specific duties, department staff members assist citizens with necessary permits and development plans, review building plans and plats, keep planning and zoning ordinances current, work with the City prosecutor to enforce the Scottsbluff Municipal Code, and provide information and assistance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

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

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

	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
PERSONNEL SERVICES	251,418	186,204	193,356	90,906	193,353	189,634
OPERATIONS & MAINTENANCE	88,034	48,715	66,406	26,689	55,935	65,423
TRANSFERS	7,000	-	-	-	-	-
Total Development Services Department Expenditures	346,452	234,919	259,762	117,595	249,288	255,057

	9-30-16	9-30-17	9-30-18	9-30-19	9-30-20
Full - Time	5	4	3	2	2
Part - Time	1	-	-	-	-



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

Mission Statement

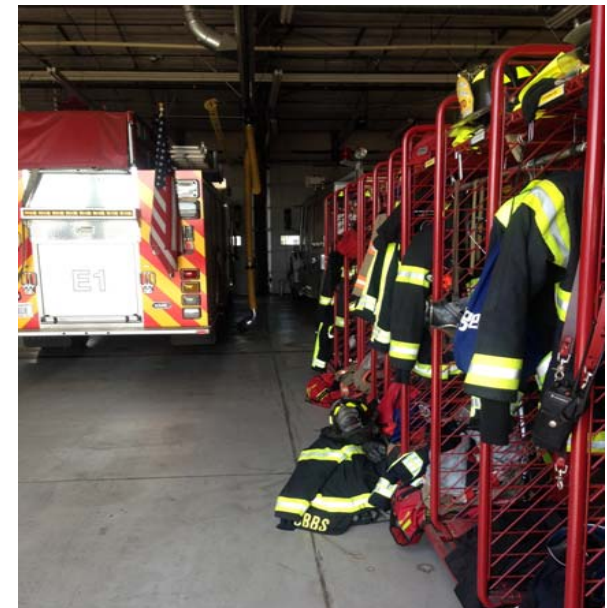
It shall be the mission of the men and women of the City of Scottsbluff Fire Department to, as one collective and cohesive team, provide for the life safety and community service needs of our service delivery area(s).

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



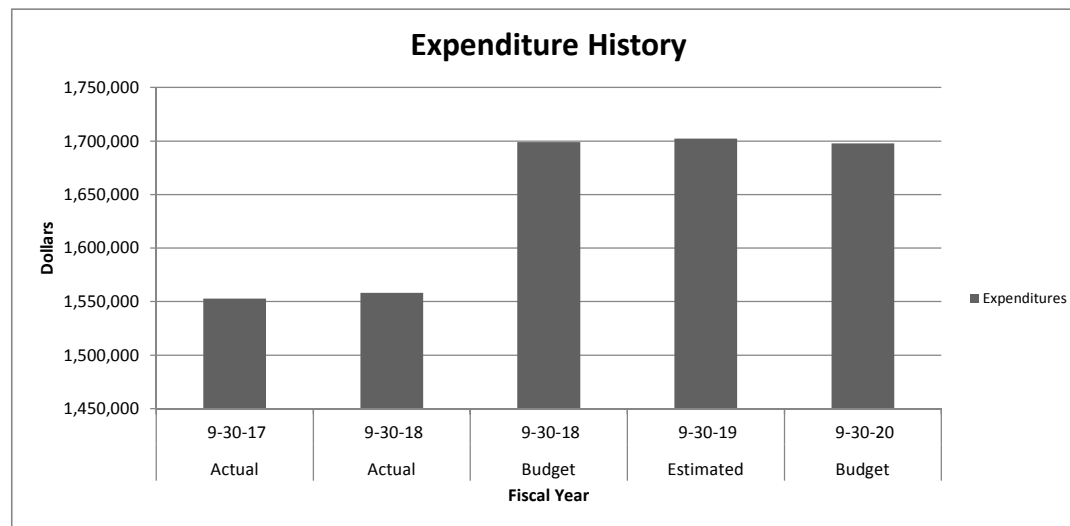
The Fire Department continues to offer a wide range of services to our customers which include: fire suppression (structural and wildland), emergency medical service, fire cause determination, hazardous material response and mitigation, rescue and special rescue, water related search/rescue and recovery,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

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



	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
PERSONNEL SERVICES	1,435,519	1,459,657	1,591,134	813,547	1,590,927	1,572,886
OPERATIONS & MAINTENANCE	117,138	98,663	107,798	65,930	111,484	124,943
Total Fire Department Expenditures	1,552,657	1,558,320	1,698,932	879,477	1,702,411	1,697,829

	9-30-16	9-30-17	9-30-18	9-30-19	9-30-20
Full - Time	16	17	17	17	17
Part - Time	-	-	-	-	-



Mission Statement

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

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

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

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



Officers Kuhlman & Massie

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

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

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

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

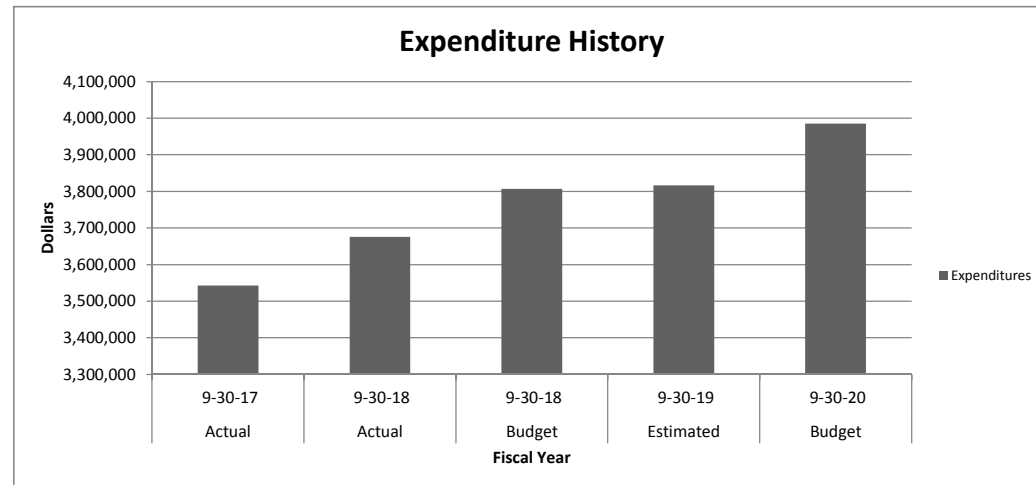
Police Services – The Department also moved into a new facility and now shares space with the Fire Department and Region 22 Emergency Management. Region 22 offices were re-located from the Scotts Bluff County Administration Building. Sharing of the same office workplace areas should greatly improve operations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

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

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

	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
PERSONNEL SERVICES	3,029,065	3,234,037	3,348,112	1,658,955	3,343,434	3,503,675
OPERATIONS & MAINTENANCE	514,210	441,932	459,184	227,079	472,886	481,697
Total Police Department Expenditures	3,543,275	3,675,969	3,807,296	1,886,034	3,816,320	3,985,372

	9-30-16	9-30-17	9-30-18	9-30-19	9-30-20
Full - Time	37	37	38	38	41
Part - Time	-	-	-	-	-



Chief Kevin Spencer, Scottsbluff Police Department



Mission

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

Pillar 1: Self-Directed Education'

Pillar 2: Research Assistance and Instruction

Pillar 3: Instructive and Enlightening Experiences

Vision

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



Youth area, Lied Scottsbluff Public Library

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

Of the library card holders, 62% are residents of Scottsbluff and 38% are non-residents. Of these, 75% are adults, 16% are teens and 9% are children.

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

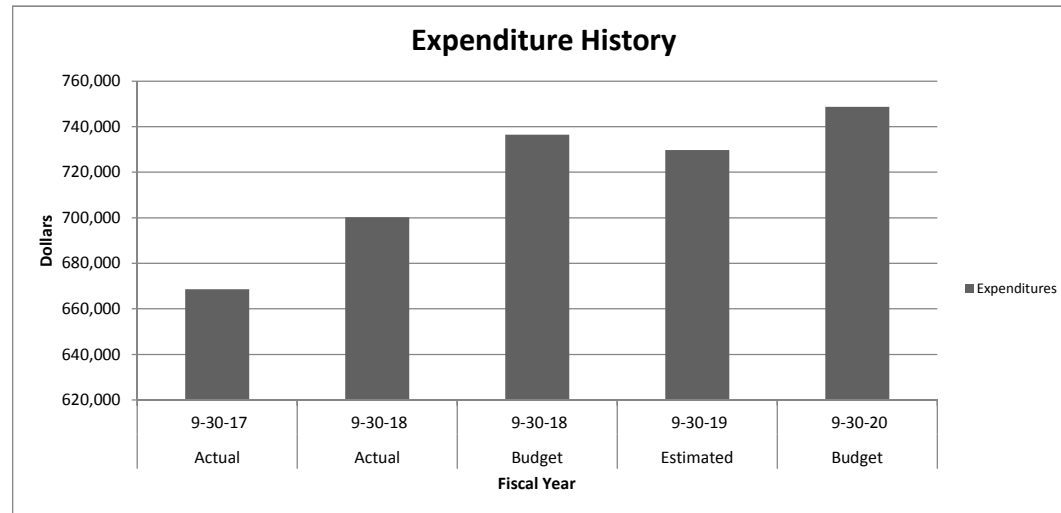
The Lied Scottsbluff Public Library holds a Gold Level of Accreditation from the State of Nebraska Library Commission. The Library building was renovated in 2011 and is now a LEED Certified building.

Lego Club, Lied Scottsbluff Public Library



	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
PERSONNEL SERVICES	488,939	514,495	540,513	269,279	540,513	543,826
OPERATIONS & MAINTENANCE	179,609	185,734	195,978	90,810	189,177	204,953
Total Library Expenditures	668,548	700,230	736,491	360,089	729,690	748,779

	9-30-16	9-30-17	9-30-18	9-30-19	9-30-20
Full - Time	7	7	7	7	7
Part - Time	4	4	4	4	4



Teen classes, Lied Scottsbluff Public Library



Mission Statement

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

Parks & Recreation Department – General Fund

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

*Pioneer Park - 27th & Broadway*

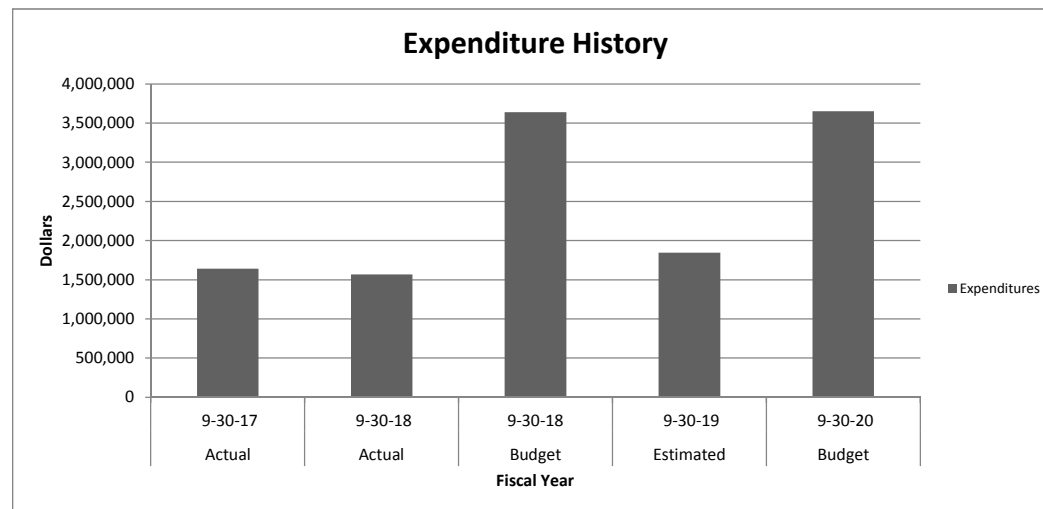
Recreation Division is responsible for the staffing, programming and scheduling of the Westmoor Water Park and Pool. The Division provides over 50 community activities and events such as: Annual Harvest Night Festival, weekly Art in the Park classes, Annual Easter Egg Hunt, Music on Broadway concerts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

The Parks Department also received its 29th Tree City USA award in a row. The department will continue to strive to accomplish the City's Comprehensive Plan to improve the leisure services and focus on using the river as an attraction for tourists.

*Westmoor Park - 20th & Avenue I**Teen Flick-N-Float, Westmoor Waterpark*

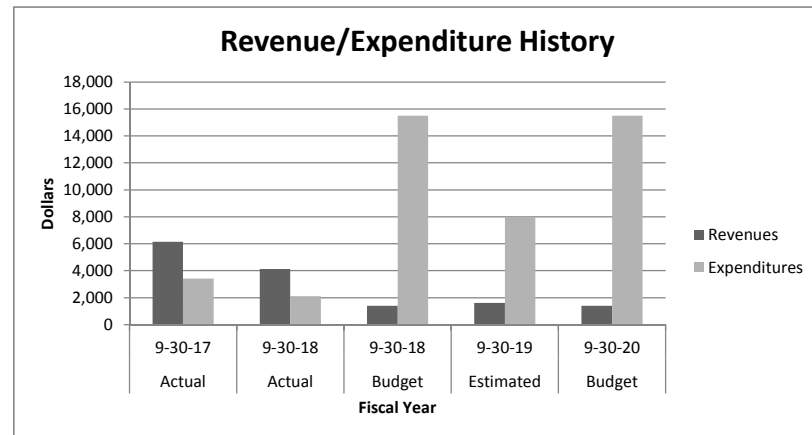
	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
PERSONNEL SERVICES	854,806	767,165	832,885	336,136	829,799	817,683
OPERATIONS & MAINTENANCE	776,511	784,088	807,487	341,895	805,554	844,558
CAPITAL OUTLAY	9,150	16,608	2,000,000	-	210,000	1,990,000
Total Parks & Recreation Department Expenditures	1,640,467	1,567,861	3,640,372	678,031	1,845,353	3,652,241

	9-30-16	9-30-17	9-30-18	9-30-19	9-30-20
Full - Time	11	11	10	9	9
Part - Time	-	1	-	-	-



Art in the Park Community Classes

	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	44,174	46,895	48,245		48,910	42,510
INTEREST EARNINGS	412	726	400	537	600	400
MISCELLANEOUS	5,733	3,401	1,000	554	1,000	1,000
Total Available	50,319	51,023	49,645	1,091	50,510	43,910
OPERATIONS & MAINTENANCE	2,181	1,574	15,500	507	8,000	15,500
Total Regional Library Expenditures	2,181	1,574	15,500	507	8,000	15,500
Accrual Adjustment	1,243	538				
Total Adjusted Expenditures	3,424	2,112	15,500	507	8,000	15,500
Cash Balance, September 30	46,895	48,910	34,145		42,510	28,410



Regional Library Fund

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



Lied Scottsbluff Public Library

Mission Statement

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

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

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

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

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

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

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

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



18th Street & 3rd Avenue



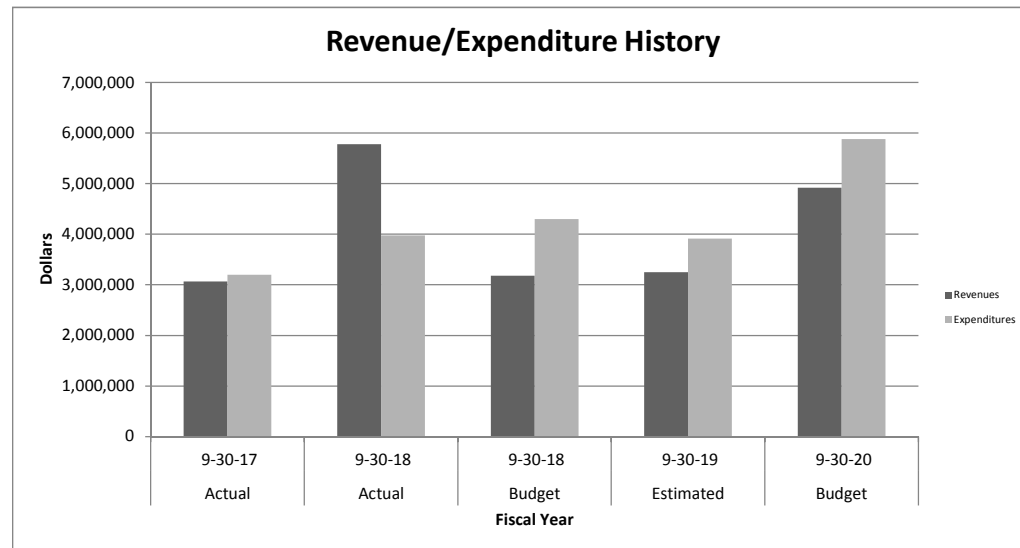
5th Avenue



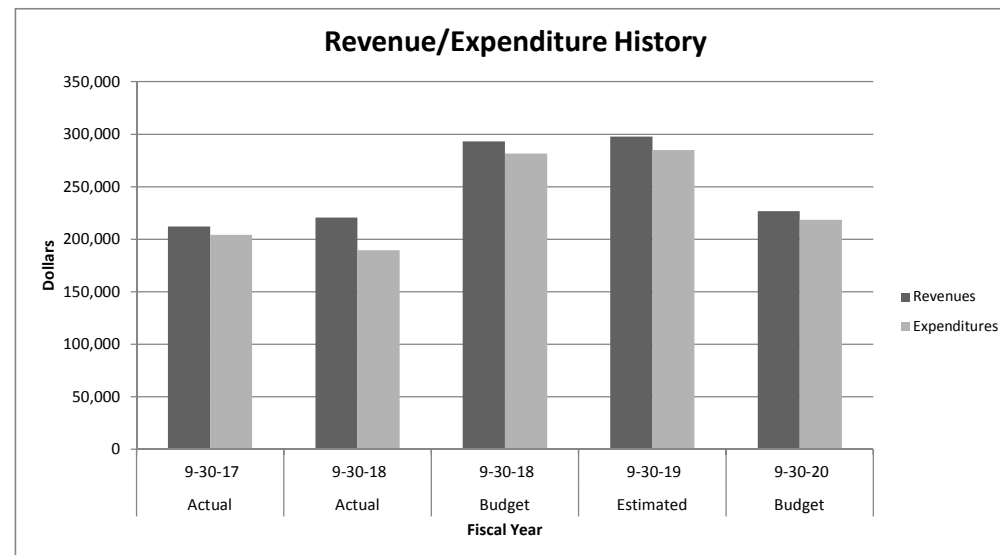
East 29th Street

	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	2,685,992	2,558,310	3,347,781		4,361,218	3,700,869
HIGHWAY USER TAX	1,585,589	1,632,234	1,766,708	859,833	1,766,708	1,808,022
PROPERTY TAX	496,441	498,173	550,493	108,082	550,493	550,493
LOCAL OPTION SALES TAX	354,706	350,779	339,300	153,049	329,417	329,417
OTHER TAXES	284,401	288,145	230,000	138,272	240,563	230,000
INTERGOVERNMENTAL & GRANTS	305,090	309,390	284,662	318,132	318,132	293,404
BOND ISSUANCE/MISCELLANEOUS REVENUES	22,023	2,652,939	-	10,657	10,657	1,700,000
INTEREST INCOME	21,120	50,206	10,000	34,630	35,000	10,000
Total Available	5,755,362	8,340,176	6,528,944	1,622,654	7,612,188	8,622,205
PERSONNEL SERVICES	892,554	946,690	970,672	504,478	965,437	945,441
OPERATIONS & MAINTENANCE	940,886	1,139,183	1,151,228	330,463	1,012,318	1,356,919
CAPITAL OUTLAY	618,695	1,537,504	1,047,493	539,084	1,002,223	2,475,000
TRANSFERS	52,070	52,000	52,000	26,000	52,000	55,675
DEBT SERVICE	723,774	483,555	879,343	848,241	879,342	850,833
CONTINGENCY	-	-	200,000	-	-	200,000
Total Transportation Expenditures	3,227,979	4,158,932	4,300,736	2,248,266	3,911,320	5,883,868
Accrual Adjustment	(30,927)	(179,975)				
Total Adjusted Expenditures	3,197,052	3,978,957	4,300,736	2,248,266	3,911,320	5,883,868
Cash Balance, September 30	2,558,310	4,361,218	2,228,208		3,700,869	2,738,337

	9-30-16	9-30-17	9-30-18	9-30-19	9-30-20
Full - Time	15	13	14	14	14
Part - Time	-	-	-	-	-



	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	8,136	15,946	34,495		47,059	59,877
PERMITS	2,600	3,100	2,500	1,500	2,500	2,500
RECORDINGS	1,610	1,850	1,700	650	1,300	1,300
OPENINGS	39,150	46,300	50,000	25,200	50,000	50,000
TRANSFER FROM CEMETERY PERPTUAL FUND	130,000	130,000	210,000	105,000	210,000	140,000
SALES OF ASSETS	34,420	34,935	25,000	15,750	30,000	30,000
FOUNDATION FEE	4,200	4,300	4,000	1,500	3,000	3,000
INTEREST EARNINGS	27	306	100	732	1,000	100
MISCELLANEOUS	-	17	-	-	-	-
Total Available	220,143	236,754	327,795	150,332	344,859	286,777
PERSONNEL SERVICES	153,044	156,350	160,434	75,591	160,596	159,504
OPERATIONS & MAINTENANCE	34,703	34,701	41,162	8,798	39,686	53,166
CAPITAL OUTLAY	17,000	-	80,000	-	84,700	6,000
Total Cemetery Expenditures	204,747	191,051	281,596	84,389	284,982	218,670
Accrual Adjustment	(550)	(1,356)				
Total Adjusted Expenditures	204,197	189,695	281,596	84,389	284,982	218,670
Cash Balance, September 30	15,946	47,059	46,199		59,877	68,107
	-	-				
		9-30-16	9-30-17	9-30-18	9-30-19	9-30-20
Full - Time	2	2	2	2	2	2
Part - Time	-	-	-	-	-	-

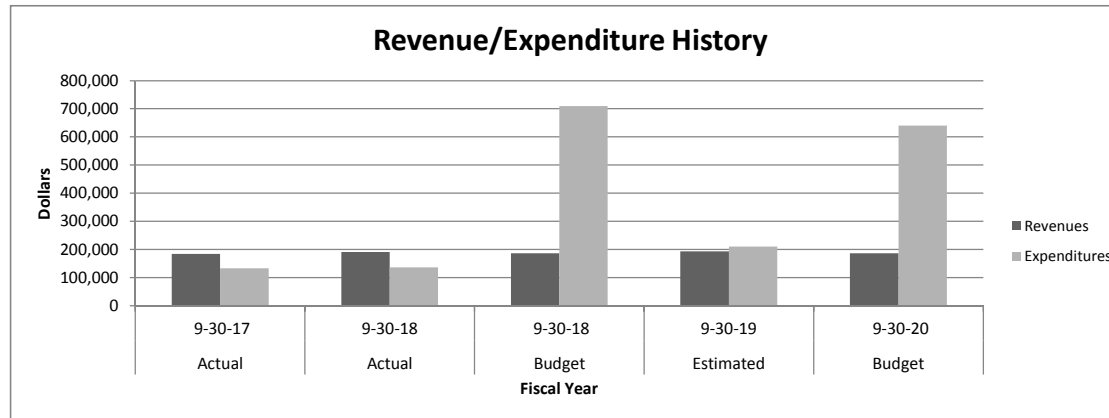
**CEMETERY FUND**

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



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

	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	614,330	665,412	724,067		719,476	703,067
PROPERTY TAX	121,745	122,169	135,000	26,505	135,000	135,000
OTHER TAXES	38,228	38,660	30,000	18,306	32,591	30,000
PERPETUAL CARE CHARGE	17,700	19,000	17,000	10,000	17,000	17,000
INTEREST EARNINGS	5,881	10,536	4,000	7,495	9,000	4,000
Total Available	797,884	855,778	910,067	62,306	913,067	889,067
ACQUISITION OF PROPERTY	-	-	500,000	-	-	500,000
TRANSFER TO CEMETERY	130,000	130,000	210,000	105,000	210,000	140,000
Total Cemetery Perpetual Care Expenditures	130,000	130,000	710,000	105,000	210,000	640,000
Accrual Adjustment	2,472	6,302				
Total Adjusted Expenditures	132,472	136,302	710,000	105,000	210,000	640,000
Cash Balance, September 30	665,412	719,476	200,067		703,067	249,067



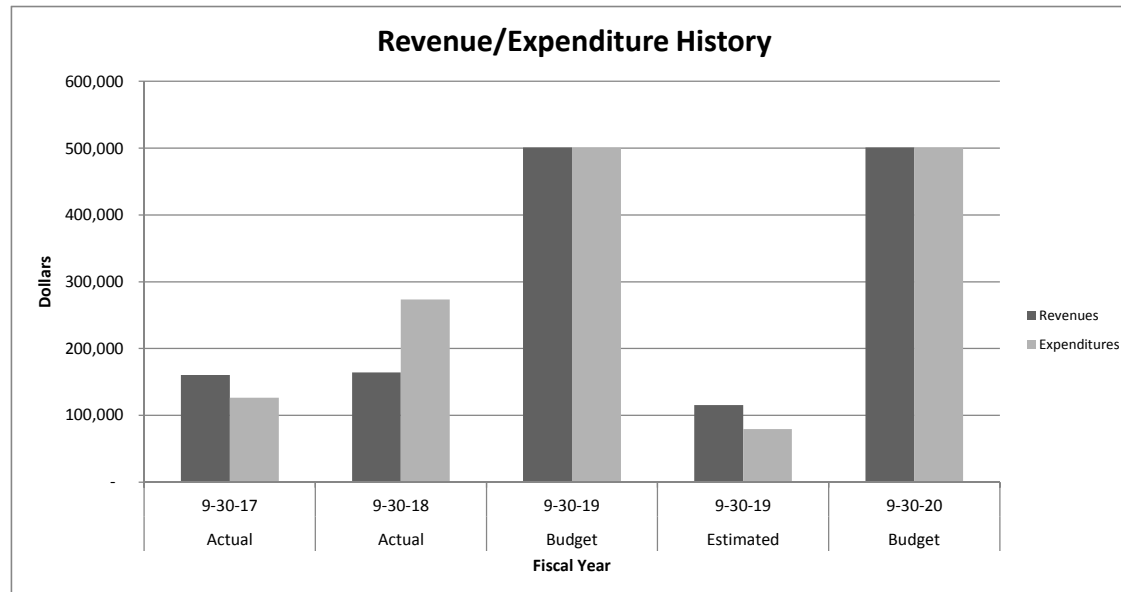
The Cemetery Perpetual Care Fund

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

Fairview Cemetery, Scottsbluff



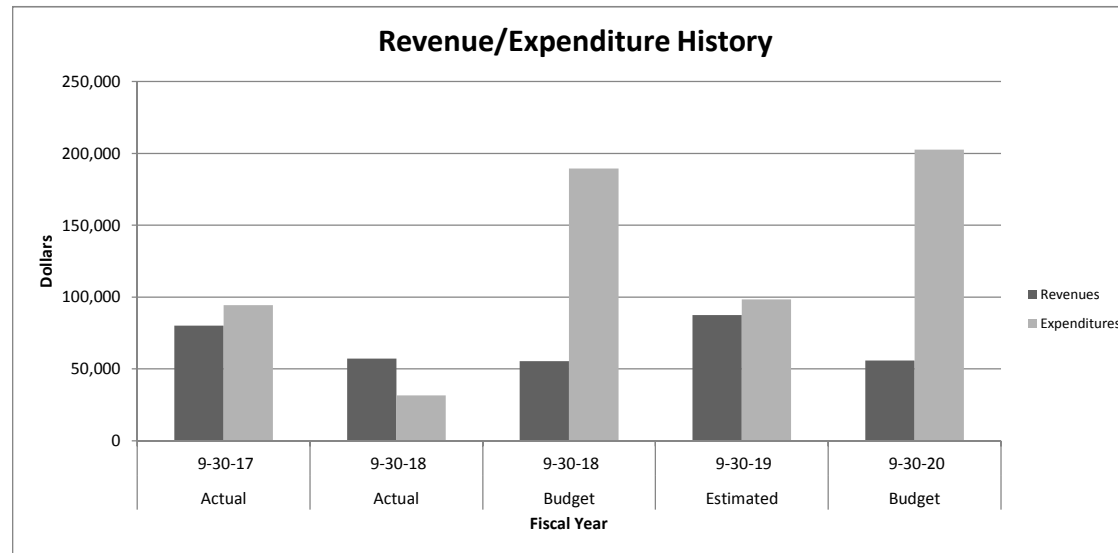
	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	205,276	239,469	114,290		129,863	165,839
INTERGOVERNMENTAL & GRANTS	18,853	18,499	-	44,367	44,367	-
RETAIL BUSINESS OCCUPATION TAX	126,999	121,776	-	40,104	65,000	-
MISCELLANEOUS SPECIAL PROJECT REVENUES	12,491	20,265	500,000	4,033	4,033	500,000
INTEREST EARNINGS	2,083	3,433	1,000	1,572	1,750	1,000
Total Available	365,702	403,442	615,290	90,075	245,013	666,839
RETAIL BUSINESS OCCUPATION TAX	91,393	132,473	-	-	60,000	-
SPECIAL PROJECTS EXPENDITURES	15,673	77,479	500,000	12,164	12,165	500,000
CAPITAL OUTLAY	-	115,503	-	7,009	7,009	-
Total Special Projects Expenditures	107,066	325,456	500,000	19,174	79,174	500,000
Accrual Adjustment	19,167	(51,877)				
Total Adjusted Expenditures	126,233	273,579	500,000	19,174	79,174	500,000
Cash Balance, September 30	239,469	129,863	115,290		165,839	166,839



Special Projects Fund

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

	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	252,732	238,285	271,208		264,102	253,260
PROPERTY TAX	49,943	50,541	54,100	8,443	54,100	54,100
OTHER TAXES	3,140	3,009	200	123	3,100	200
MISCELLANEOUS	25,000	-	-	25,258	25,258	-
INTEREST EARNINGS	1,950	3,748	1,000	3,003	5,000	1,500
Total Available	332,765	295,582	326,508	36,827	351,560	309,060
PERSONNEL SERVICES	1,919	1,281	9,500	2,424	17,000	20,000
OPERATIONS & MAINTENANCE	10,742	26,368	15,967	5,838	17,300	22,700
CAPITAL OUTLAY	30,908	-	64,000	15,421	64,000	110,000
CONTINGENCY	-	-	100,000	-	-	50,000
Total Business Improvement District Expenditures	43,569	27,649	189,467	23,684	98,300	202,700
Accrual Adjustment	50,911	3,832				
Total Adjusted Expenditures	94,480	31,480	189,467	23,684	98,300	202,700
Cash Balance, September 30	238,285	264,102	137,041		253,260	106,360



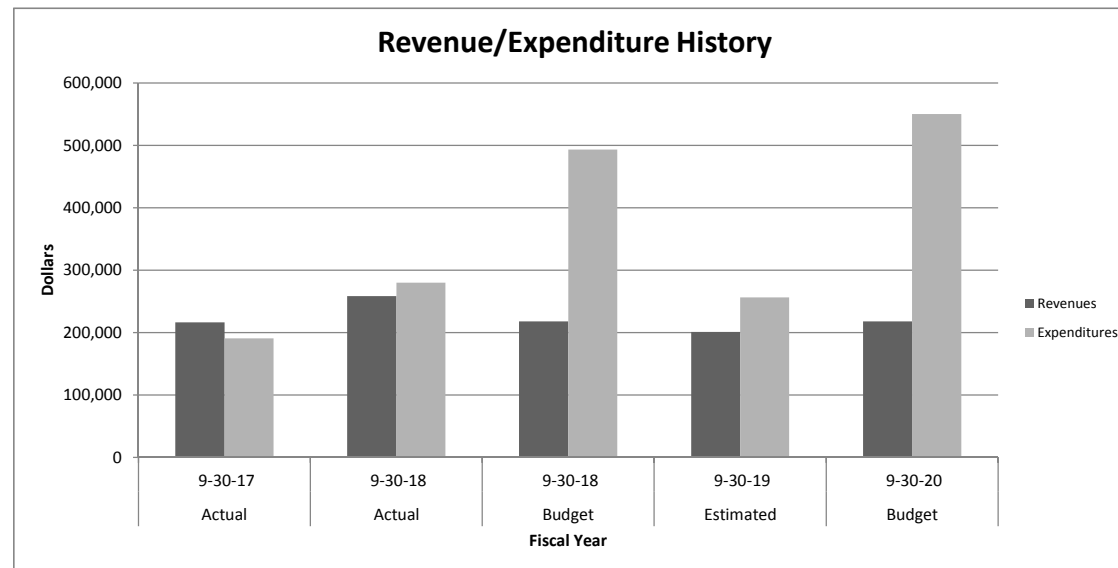
Broadway, downtown Scottsbluff

Business Improvement District Fund

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



	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	413,286	439,307	406,169		417,822	362,112
PROPERTY TAX	158,718	159,273	176,000	34,555	150,000	176,000
OTHER TAXES	49,838	50,402	40,000	23,865	43,377	40,000
INTERGOVERNMENTAL & GRANTS	4,389	43,140	-	3,368	3,368	-
INTEREST EARNINGS	3,554	5,470	2,000	3,698	4,000	2,000
Total Available	629,785	697,591	624,169	65,487	618,567	580,112
FIRE DEPARTMENT	4,984	7,026	31,004	8,385	28,989	64,604
POLICE DEPARTMENT	124,645	216,888	234,564	133,650	227,466	228,096
EMERGENCY MANAGEMENT DEPARTMENT	-	49,990	28,000	-	-	58,000
LIBRARY (SECURITY CAMERAS)	5,739	-	-	-	-	-
DEBT SERVICE	58,794	-	-	-	-	-
CONTINGENCY	-	-	200,000	-	-	200,000
Total Public Safety Expenditures	194,162	273,904	493,568	142,035	256,455	550,700
Accrual Adjustment	(3,684)	5,865				
Total Adjusted Expenditures	190,478	279,769	493,568	142,035	256,455	550,700
Cash Balance, September 30	439,307	417,822	130,601		362,112	29,412

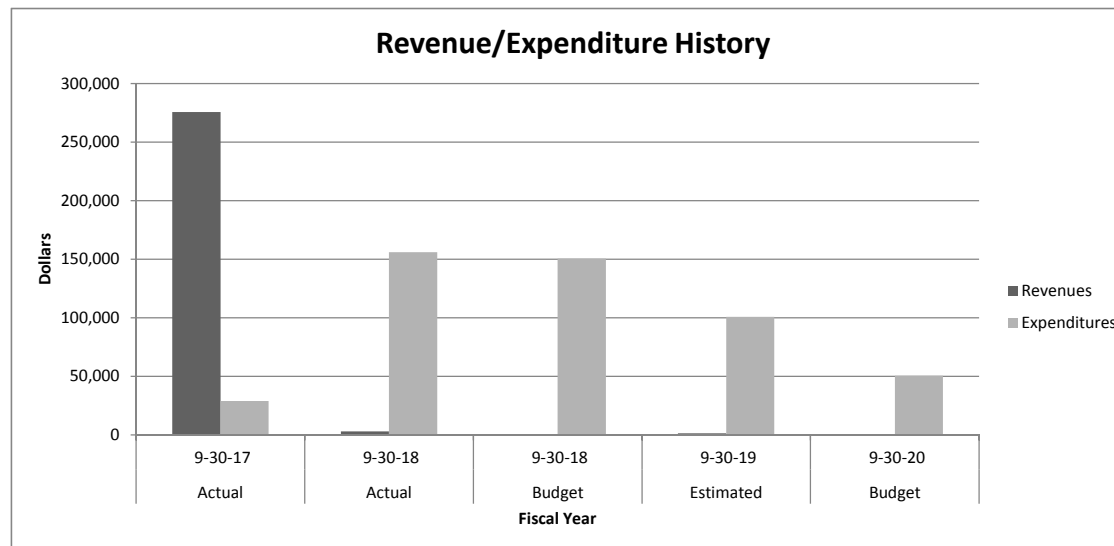


Public Safety Fund

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



	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	74,892	321,375	168,776		168,300	68,925
SALE OF ASSETS	265,026	-	-	-	-	-
SALE OF FARM ASSETS	7,609	-	-	-	-	-
INTEREST EARNINGS	2,805	2,801	200	1,227	1,300	200
Total Available	350,332	324,176	168,976	1,227	169,600	69,125
CONTRACTUAL SERVICES	8,241	1,445	500	675	675	500
DEVELOPMENT/CAPITAL OUTLAY	20,354	-	50,000	-	-	50,000
TRANSFERS TO OTHER FUNDS	-	153,500	100,000	100,000	100,000	-
Total Industrial Sites Expenditures	28,595	154,945	150,500	100,675	100,675	50,500
Accrual Adjustment	362	932				
Total Adjusted Expenditures	28,957	155,877	150,500	100,675	100,675	50,500
Cash Balance, September 30	321,375	168,300	18,476		68,925	18,625



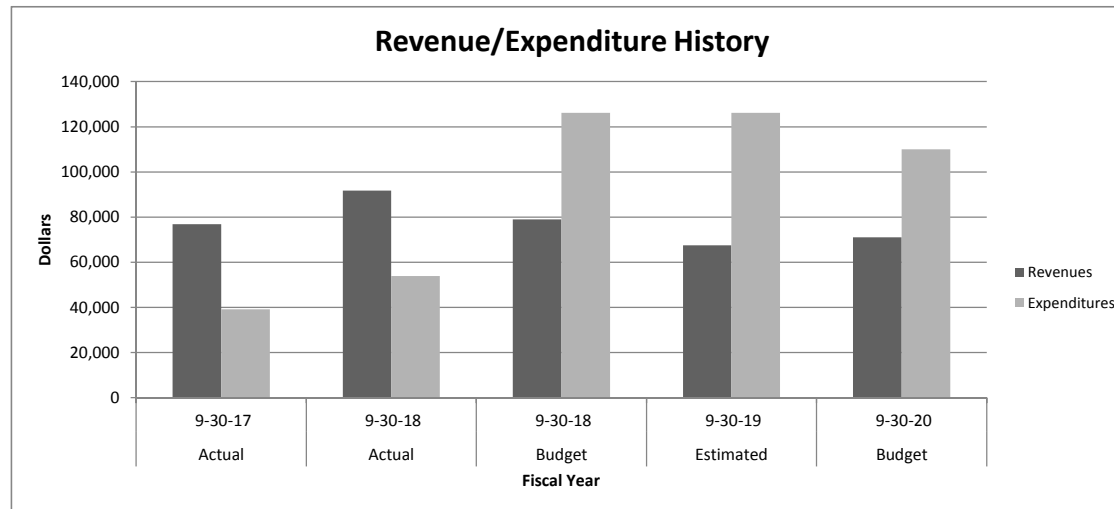
Industrial Sites Fund

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

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

KENO Fund
Fund 223
Summary

	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	183,476	221,162	219,962		259,038	200,402
KENO PROCEEDS	74,814	88,237	78,000	33,917	65,000	70,000
INTEREST EARNINGS	1,971	3,532	1,000	2,308	2,500	1,000
INTERGOVERNMENTAL & GRANTS	-	-	-	-	-	-
Total Available	260,261	312,932	298,962	36,225	326,538	271,402
PARKS	36,660	44,452	108,900	49,461	105,400	80,000
RECREATION	2,693	8,037	-	-	3,500	5,000
FIRE PREVENTION	-	127	500	-	500	500
LIBRARY - SPECIAL COLLECTIONS	2,739	2,580	3,000	-	3,000	3,000
OLD WEST BALLON FEST	10,000	10,028	10,000	-	10,000	10,000
SCOTTS BLUFF COUNTY PUBLIC TRANSIT	-	13,736	3,736	-	3,736	3,736
TREE PLANTING/MISC PROJECTS	795	726	-	-	-	7,764
Total Keno Expenditures	52,887	79,686	126,136	49,461	126,136	110,000
Accrual Adjustment	(13,788)	(25,792)				
Total Adjusted Expenditures	39,099	53,894	126,136	49,461	126,136	110,000
Cash Balance, September 30	221,162	259,038	172,826		200,402	161,402

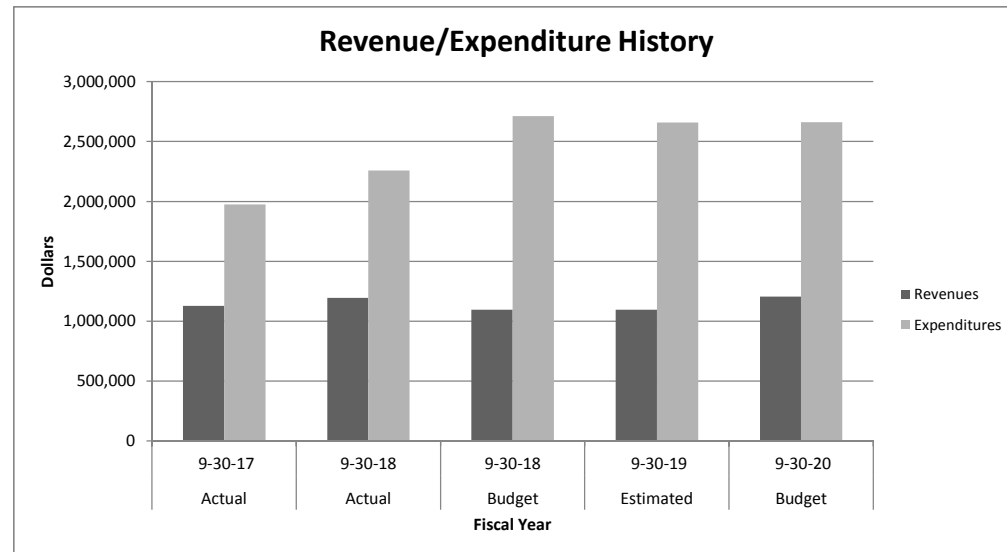

KENO Fund

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



	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	6,281,369	5,433,334	4,326,244		4,371,860	2,806,168
LOCAL OPTION SALES TAX	990,244	994,539	875,491	485,935	849,991	849,991
PROGRAM INCOME	80,883	126,866	194,625	108,158	194,625	324,253
INTEREST EARNINGS	56,160	73,978	25,000	43,408	50,000	30,000
Total Available	7,408,656	6,628,717	5,421,360	637,500	5,466,476	4,010,412
PERSONNEL COSTS	12,803	97,705	104,170	52,125	104,158	105,635
OPERATIONS & MAINTENANCE	109,638	41,642	107,550	22,953	56,150	57,400
ECONOMIC DEVELOPMENT	1,912,143	2,064,039	2,500,000	1,476,994	2,500,000	2,500,000
Total Economic Development Expenditures	2,034,584	2,203,387	2,711,720	1,552,072	2,660,308	2,663,035
Accrual Adjustment	(59,262)	53,470				
Total Adjusted Expenditures	1,975,322	2,256,857	2,711,720	1,552,072	2,660,308	2,663,035
Assigned fund balance - Industrial Park/Housing Devel.	-	-	2,000,000	-	-	-
UNASSIGNED CASH BALANCE			709,640		2,806,168	1,347,377
Cash Balance, September 30	5,433,334	4,371,860	2,709,640		2,806,168	1,347,377

	9-30-16	9-30-17	9-30-18	9-30-19	9-30-20
Full - Time	-	-	1	1	1
Part - Time	-	-	-	-	-



Economic Development Fund

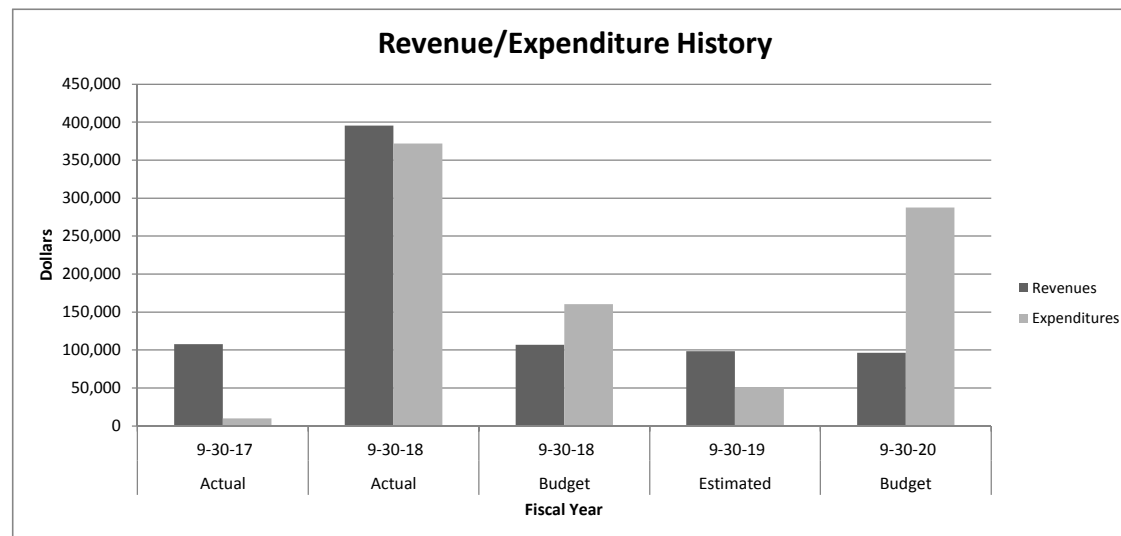
The Economic Development Fund receives revenues and funds projects as part of the City's LB840 Economic Development Program. This program, authorized under the Nebraska Local Option Municipal Economic Development Act of 1991, allows sales tax receipts to be specifically earmarked for economic development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

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

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

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

	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	154,987	252,784	276,078		276,239	324,464
MUTUAL AID - FIRE	105,696	105,696	105,696	47,254	94,507	94,507
INTEREST EARNINGS	2,109	4,054	1,200	3,158	4,000	2,000
GRANT	-	285,715	-	-	-	-
Total Available	262,792	648,249	382,974	50,411	374,746	420,971
 SUPPLIES	9,363	5,232	10,000	19,761	20,000	16,000
CONTRACTUAL SERVICES	-	30,450	15,500	5,282	5,282	21,500
EQUIPMENT	-	333,908	35,000	5,844	25,000	150,000
CONTINGENCY	-	-	100,000	-	-	100,000
Total Mutual Fire Organization Expenditures	9,363	369,590	160,500	30,887	50,282	287,500
Accrual Adjustment	645	2,420				
Total Adjusted Expenditures	10,008	372,010	160,500	30,887	50,282	287,500
 Cash Balance, September 30	252,784	276,239	222,474		324,464	133,471



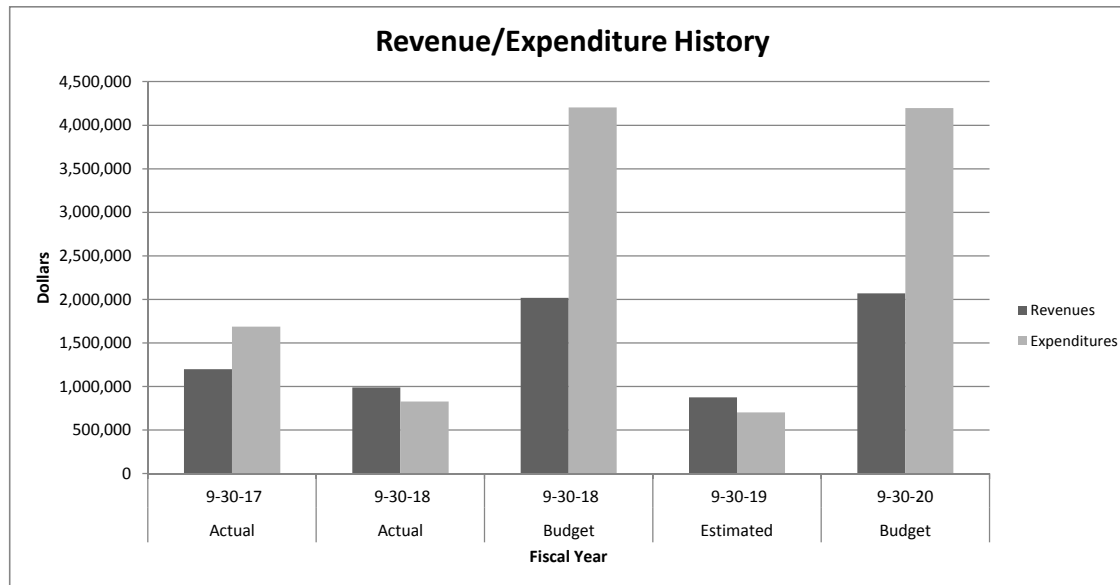
Mutual Fire Organization Fund

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

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



	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	3,655,729	3,168,741	3,464,146		3,330,900	3,503,111
PROPERTY TAX	611,462	717,693	827,245	160,941	650,000	883,641
OTHER TAXES	103,450	111,764	63,100	23,790	79,394	63,100
SPECIAL ASSESSMENTS	320,644	113,214	110,358	51,245	70,406	65,323
DEBT ISSUANCE/MISCELLANEOUS REVENUES	131,679	-	1,000,000	-	-	1,000,000
INTEREST INCOME	30,526	45,284	15,000	59,385	74,820	58,086
Total Available	4,853,489	4,156,696	5,479,849	295,360	4,205,520	5,573,261
MATERIALS & SERVICES	5,140	5,280	8,780	3,780	8,780	8,780
TRANSFERS & BONDING/LOANS	815,462	692,002	1,694,244	681,846	693,629	1,689,395
DEBT SERVICE	341,443	31,367	-	-	-	-
CONTINGENCY	-	-	2,500,000	-	-	2,500,000
Total Debt Service Expenditures	1,162,045	728,649	4,203,024	685,626	702,409	4,198,175
Accrual Adjustment	522,703	97,147				
Total Adjusted Expenditures	1,684,748	825,796	4,203,024	685,626	702,409	4,198,175
Cash Balance, September 30	3,168,741	3,330,900	1,276,825		3,503,111	1,375,086



Debt Service Fund

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

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

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



Lied Scottsbluff Public Library

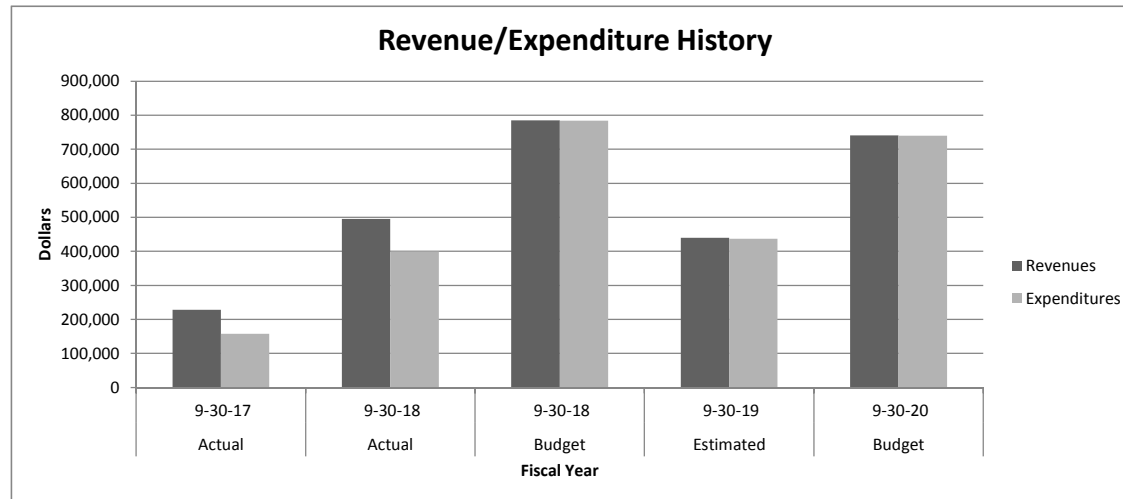
TIF Projects Fund

Fund 321

Summary

PROJECT	LAND & IMPROVEMENTS (Base)	LAND & IMPROVEMENTS (After Redevelopment)	TIF REVENUE (Bond)	STATUS
1) Star-Herald (local newspaper) Public Benefit: Relocate aerial utilities, construct new sanitary sewage line, curb/sidewalk improvements and landscaping.	\$383,462.00	\$1,900,000.00	\$332,774.89	Completed
2) Lincoln Hotel (30 unit residential rehab) Public Benefit: Construct new public parking lot, landscape, curb/sidewalk work and demolition work for site preparation.	\$100,275.00	\$1,100,000.00	\$257,032.51	USDA/RD
3) Platte Valley (Harbourton mortgage services) Public Benefit: Construct new public sanitary sewer line, curb/sidewalk work.	\$46,600.00	\$282,121.00	\$42,056.46	Completed
4) KN Energy 5) Carr-Trumbull (local lumber company) Public Benefit: Construction of 14th Avenue (775 feet), curb/sidewalk work, water, sewer and landscape improvements in public right-of-way.	\$260,000.00 \$105,480.00	\$2,200,000.00 \$1,000,000.00	\$346,412.06 \$176,195.00	Completed Completed
6) Amott Ace Hardware (local hardware store) Public Benefit: Intersection improvements at 11th Avenue and 20th Street to include traffic signal, curb/sidewalk improvements and landscape.	\$111,835.70	\$546,969.70	\$82,744.82	Completed
7) East Portal Village (40 unit low income housing) Public Benefit: Construct 300,000 linear feet of public streets, curbs, sidewalk, landscape and water and sewer facilities.	\$75,139.00	\$3,000,000.00	\$506,474.82	Completed
8) Monument Car Wash Public Benefit: Curb/sidewalk work and right-of-way landscaping.	\$75,000.00	\$435,000.00	\$40,250.00	Completed
9) Platte Valley National Bank Public Benefit: Construction of Platte Valley Boulevard, 13th Avenue, water and sewer installations and irrigation ditch closures.	\$36,994.21	\$2,626,994.21	\$386,877.08	Completed
10) Downtown Office & Storage Complex Public Benefit: Demolition for site improvements, curb/sidewalk and landscaping in public right-of-way.	\$150,000.00	\$405,000.00	\$40,386.46	Completed
11) Greg & Brenda Muhr (local auto body shop) Public Benefit: curb/sidewalk and right-of-way landscaping	\$14,080.00	\$110,000.00	\$14,717.42	Completed
12) Platte Valley National Bank Office Complex Public Benefit: curb/sidewalk and right-of-way landscaping	\$458,260.00	\$1,500,000.00	\$245,000.00	Completed
13) Cirrus House (assisted living apartments/housing for the mentally ill) Public Benefit: Construct new public parking lot, landscape, curb/sidewalk work and demolition work for site preparation.	\$47,168.00	\$965,060.00	\$160,107.82	Completed
14) Airport Development LLC (Dana F. Cole & Co building downtown) Public Benefit: Parking lots 6 & 7 redone, alley redone	\$111,619.00	\$866,926.00	\$130,000.00	Completed
15) Reganis LLC Development (Reganis Honda Dealership) Public Benefit: Extend 12th Ave from Talisman to 27th St., Winters Creek Canal covered, landscaping along GGO overlay zone	\$276,423.00	\$2,923,000.00	\$408,000.00	Completed
16) Fairfield Inn Public Benefit: Paving of Winter Creek Drive from Primrose to 12th Avenue	\$217,277.00	\$5,842,275.00	\$980,000.00	Completed
17) Elite Health (medical office building) Public Benefit: Land acquisition, site preparation/design, utility extension	\$53,255.00	\$9,312,684.00	\$1,835,000.00	Completed
18) Owen Development (medical office building) Public Benefit: Parking lot/sidewalk construction, utility extension, site preparation.	\$24,647.00	\$717,176.00	\$204,000.00	Completed
19) Monument Mall (retail shopping center) Public Benefit: landscaping, site prep, parking lot, lighting, open spaces	\$6,000,000.00	\$6,000,000.00	\$578,130.00	Ongoing/Rehab Project

	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	202,409	273,158	274,358		368,938	371,438
REVENUES	228,594	495,090	785,250	24,516	439,771	740,757
Total Available	431,003	768,248	1,059,608	24,516	808,709	1,112,195
OPERATIONS & MAINTENANCE	-	-	300,000	-	-	300,000
DEBT SERVICE	169,933	503,962	483,950	22,395	437,271	439,457
Total TIF Project Expenditures	169,933	503,962	783,950	22,395	437,271	739,457
Accrual Adjustment	(12,088)	(104,652)				
Total Adjusted Expenditures	157,845	399,310	783,950	22,395	437,271	739,457
Cash Balance, September 30	273,158	368,938	275,658		371,438	372,738



TIF Projects Fund

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

	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	43,228	30,511	30,811		30,711	31,061
INTERGOVERNMENTAL & GRANTS	30,341	468	300	332	350	300
Total Available	73,569	30,979	31,111	332	31,061	31,361
GRANT EXPENDITURES	42,888	-	-	-	-	-
Total Grant Funds	42,888	-	-	-	-	-
Accrual Adjustment	170	268				
Total Adjusted Expenditures	43,058	268	-	-	-	-
Cash Balance, September 30	30,511	30,711	31,111		31,061	31,361

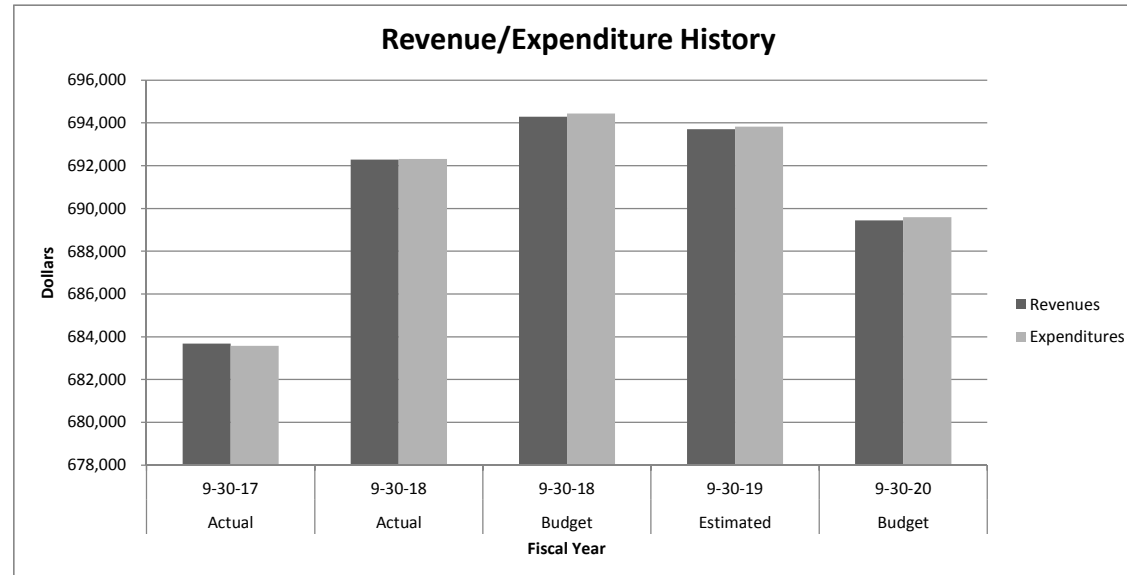


CDBG Fund

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

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

	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	6,643	6,747	6,618		6,717	6,592
TRANSFER FROM DEBT SERVICE	683,383	692,002	694,244	681,846	693,629	689,395
INTEREST EARNINGS	296	288	50	73	75	50
Total Available	690,322	699,037	700,912	681,918	700,421	696,037
CONTRACTUAL SERVICES	155	75	200	20	200	200
DEBT SERVICE - PRINCIPAL	645,000	655,000	665,000	665,000	665,000	670,000
DEBT SERVICE - INTEREST	42,868	37,002	29,244	16,846	28,629	19,395
Total Leasing Corporation Expenditures	688,023	692,077	694,444	681,866	693,829	689,595
Accrual Adjustment	(4,448)	243				
Total Adjusted Expenditures	683,575	692,320	694,444	681,866	693,829	689,595
Cash Balance, September 30	6,747	6,717	6,468		6,592	6,442



Leasing Corporation Fund

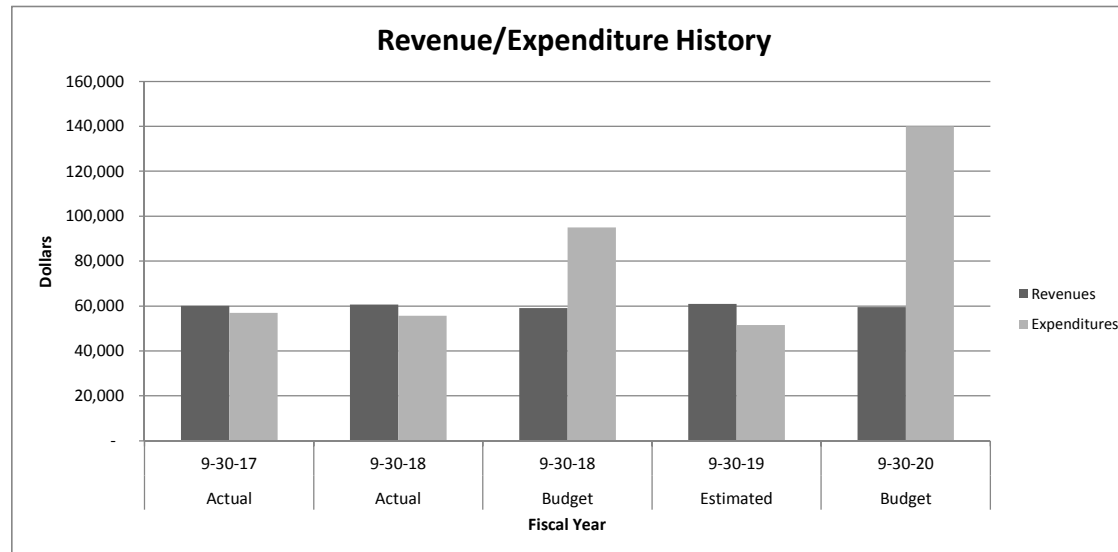
The Leasing Corporation Fund is used to finance the project expenses of capital activities which require lease/purchase financing under Nebraska statutes.

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



Public Safety Building - West 18th & Avenue B

	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	69,170	72,346	76,829		77,228	86,687
PROPERTY TAX	45,091	45,247	50,000	9,817	50,000	50,000
OTHER TAXES	14,159	14,319	9,000	6,780	9,959	9,000
INTEREST EARNINGS	803	1,014	100	933	1,000	500
Total Available	129,223	132,925	135,929	17,530	138,187	146,187
CONTRACTUAL SERVICES	-	-	30,000	-	-	90,000
EQUIPMENT	74,118	37,502	65,000	-	51,500	50,000
Total Capital Projects	74,118	37,502	95,000	-	51,500	140,000
Accrual Adjustment	(17,241)	18,195				
Total Adjusted Expenditures	56,877	55,697	95,000	-	51,500	140,000
Cash Balance, September 30	72,346	77,228	40,929		86,687	6,187



Capital Projects Fund

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

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

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



Mission Statement

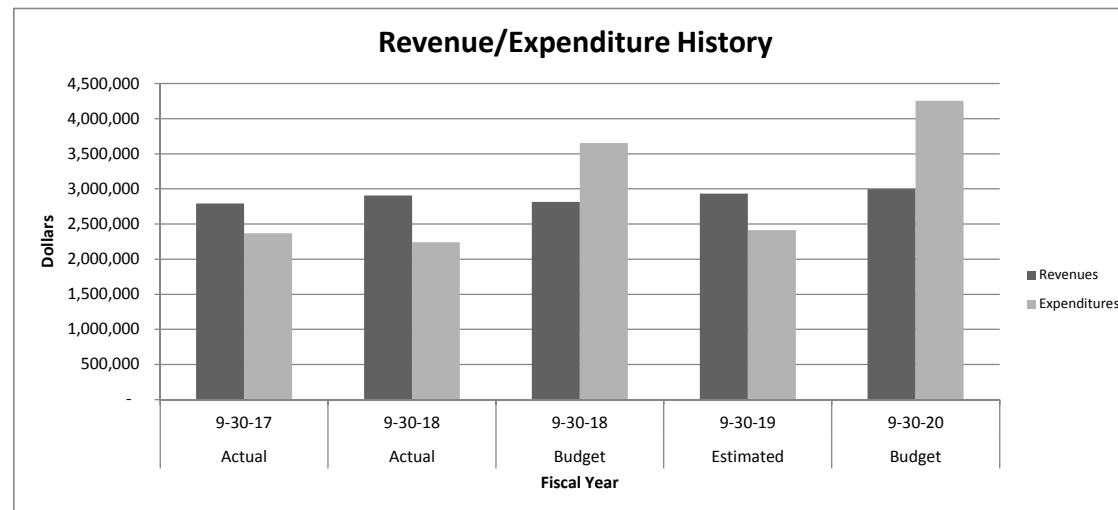
The Environmental Services Department is committed to providing the best possible service to all citizens and the regional community through responsible trash and recycling collections. We will effectively respond to constituent needs and efficiently deliver services to the community, continue and expand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

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

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



	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	581,765	1,008,192	1,619,896		1,673,404	2,195,410
SALES & SERVICE	2,785,028	2,886,291	2,814,036	1,470,739	2,914,872	2,992,612
GRANT INCOME	-	-	-	-	-	-
MISCELLANEOUS REVENUES	966	46	500	-	-	500
INTEREST INCOME	7,156	20,935	2,000	19,833	19,833	5,000
Total Available	3,374,915	3,915,464	4,436,432	1,490,571	4,608,109	5,193,522
PERSONAL SERVICES	1,129,560	1,132,017	1,186,072	587,543	1,165,350	1,188,666
OPERATIONS & MAINTENANCE	916,174	977,462	1,000,596	427,596	967,032	1,030,804
CAPITAL OUTLAY	188,673	27,010	1,414,232	-	226,317	1,984,500
TRANSFERS	54,070	54,000	54,000	27,000	54,000	54,000
Total Environmental Services Expenditures	2,288,477	2,190,489	3,654,900	1,042,139	2,412,699	4,257,970
Accrual Adjustment	78,246	51,571				
Total Adjusted Expenditures	2,366,723	2,242,061	3,654,900	1,042,139	2,412,699	4,257,970
Cash Balance, September 30	1,008,192	1,673,404	781,532		2,195,410	935,552
	-	-				
		9-30-16	9-30-17	9-30-18	9-30-19	9-30-20
Full - Time	14	14	14	14	14	14
Part - Time	-	-	-	-	-	-



Mission Statement

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

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

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

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

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

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

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

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



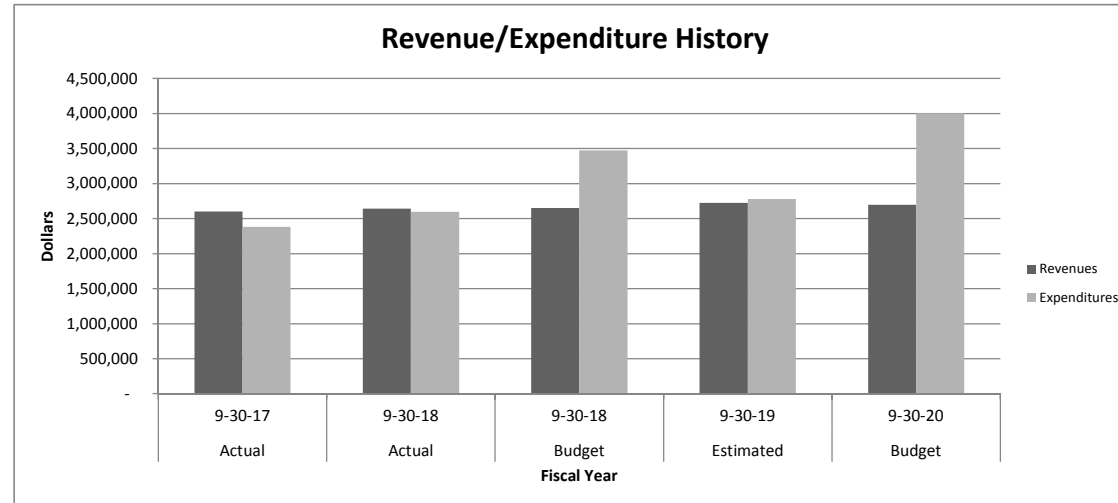
City of Scottsbluff, Wastewater Treatment Plant

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

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

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

	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	2,320,160	2,539,101	2,370,816		2,584,993	2,527,883
SALES & SERVICE	2,568,993	2,556,517	2,643,216	1,310,492	2,643,216	2,680,016
GRANT INCOME	-	-	-	-	-	-
MISCELLANEOUS REVENUES	9,091	47,560	-	-	54,142	-
INTEREST INCOME	21,436	38,559	10,000	26,423	26,423	15,000
Total Available	4,919,680	5,181,736	5,024,032	1,336,914	5,308,774	5,222,899
PERSONNEL COSTS	831,451	857,096	942,948	438,393	940,954	901,607
OPERATIONS & MAINTENANCE	534,198	526,873	675,332	271,598	565,729	704,773
CAPITAL OUTLAY	252,807	382,512	469,000	166,229	488,318	1,315,000
TRANSFERS	140,070	140,000	140,000	70,000	140,000	142,450
DEBT SERVICE	645,891	645,891	645,890	322,945	645,890	337,959
CONTINGENCY	-	-	600,000	-	-	600,000
Total Wastewater Expenditures	2,404,416	2,552,371	3,473,170	1,269,166	2,780,891	4,001,789
Accrual Adjustment	(23,837)	44,372				
Total Adjusted Expenditures	2,380,579	2,596,743	3,473,170	1,269,166	2,780,891	4,001,789
Cash Balance, September 30	2,539,101	2,584,993	1,550,862		2,527,883	1,221,110
	-	-				
		9-30-16	9-30-17	9-30-18	9-30-19	09/30/2020
Full - Time	9	9	9	9	9	9
Part - Time	-	-	1	1	1	1



Aeration Basin -
City of Scottsbluff Wastewater Treatment Plant

Mission Statement

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

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



City of Scottsbluff, Hydropillar

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

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

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

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

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

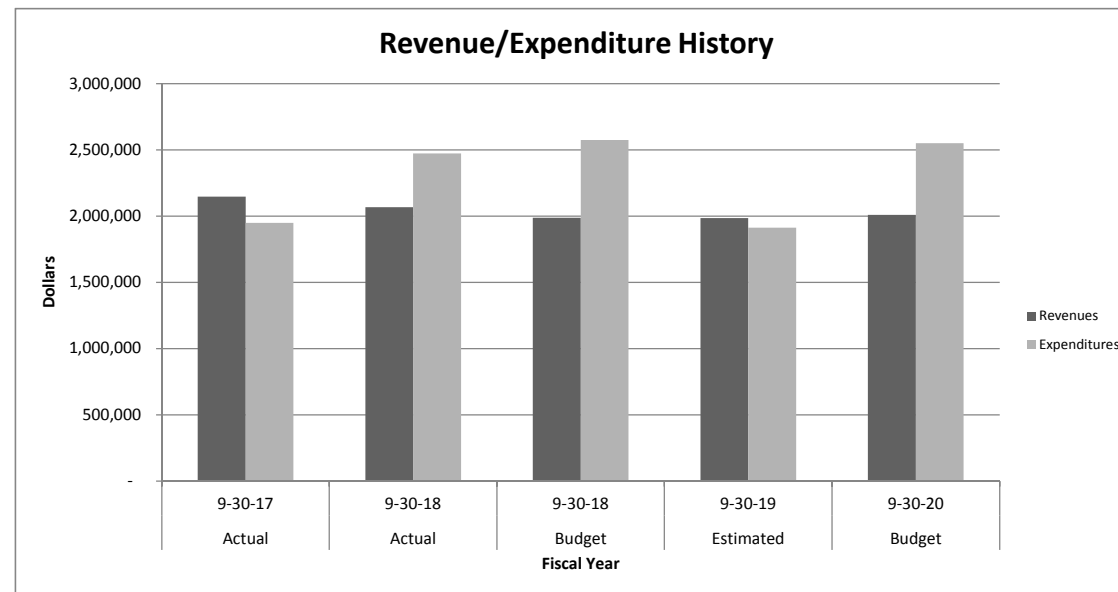
Meter Reading - Meters are radio read style allowing readings to be gathered remotely by passing locations rather than stopping at each of them.

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

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

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

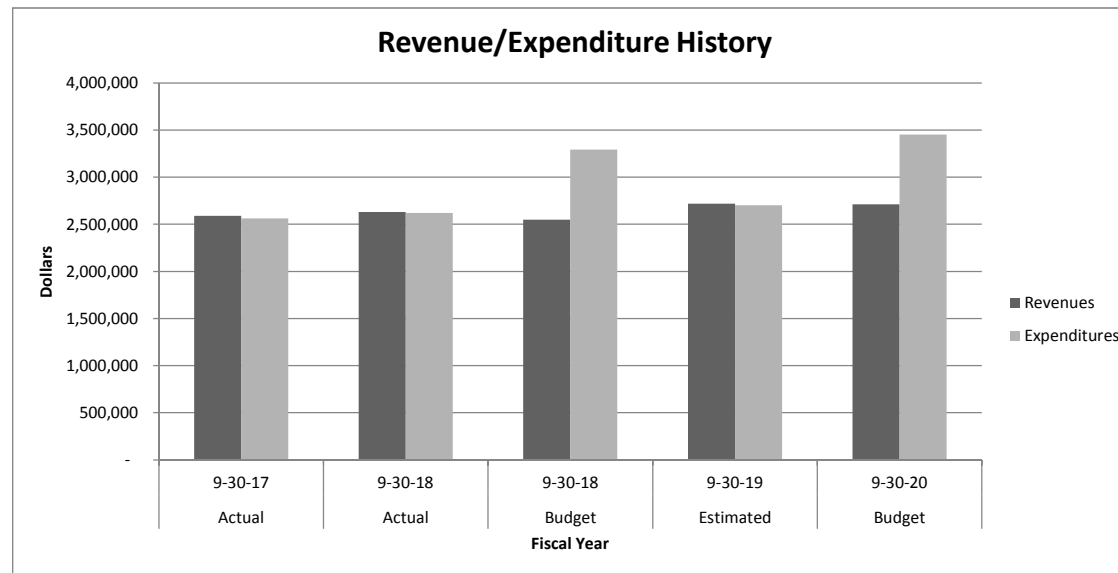
	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	2,080,711	2,277,204	1,828,782		1,871,640	1,944,031
SALES & SERVICE	2,064,359	1,981,436	1,933,275	945,929	1,914,239	1,951,089
MISCELLANEOUS REVENUES	61,336	59,602	39,100	33,671	49,994	44,788
INTEREST INCOME	21,407	27,374	15,000	22,052	22,052	15,000
Total Available	4,227,813	4,345,616	3,816,157	1,001,651	3,857,925	3,954,907
PERSONNEL COSTS	754,628	768,530	848,763	397,292	848,212	826,486
OPERATIONS & MAINTENANCE	744,792	658,776	851,044	300,459	834,891	828,056
CAPITAL OUTLAY	390,672	755,135	197,000	51,711	152,791	217,000
TRANSFERS	78,070	78,000	78,000	39,000	78,000	80,450
CONTINGENCY	-	-	600,000	-	-	600,000
Total Water Expenditures	1,968,162	2,260,441	2,574,807	788,462	1,913,894	2,551,992
Accrual Adjustment	(17,553)	213,535				
Total Adjusted Expenditures	1,950,609	2,473,976	2,574,807	788,462	1,913,894	2,551,992
Cash Balance, September 30	2,277,204	1,871,640	1,241,350		1,944,031	1,402,915
	-	-				
		9-30-16	9-30-17	9-30-18	9-30-19	9-30-20
Full - Time		7	7	7	7	7
Part - Time		1	1	2	2	2



Water Tower - 27th Street & 2nd Avenue



	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	1,394,531	1,422,242	1,432,243		1,431,523	1,448,523
LEASE PAYMENTS	2,557,145	2,607,018	2,539,750	1,813,218	2,700,000	2,700,000
INTEREST EARNINGS FROM GIS	266	-	-	-	-	-
INTEREST EARNINGS	13,035	21,795	10,000	15,481	17,000	10,000
LOAN REPAYMENTS - UTILITY DEPARTMENTS	20,000	-	-	-	-	-
Total Available	3,984,977	4,051,054	3,981,993	1,828,699	4,148,523	4,158,523
DEPARTMENT SUPPLIES	-	-	1,000	-	-	1,000
TRANSFER TO GENERAL FUND	2,557,145	2,607,018	2,539,750	1,813,218	2,700,000	2,700,000
CONTINGENCY	-	-	750,000	-	-	750,000
Total Electric Fund	2,557,145	2,607,018	3,290,750	1,813,218	2,700,000	3,451,000
Accrual Adjustment	5,590	12,514				
Total Adjusted Expenditures	2,562,735	2,619,532	3,290,750	1,813,218	2,700,000	3,451,000
Cash Balance, September 30	1,422,242	1,431,523	691,243		1,448,523	707,523

**Electric Fund**

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

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

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



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

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



Scottsbluff Public Library - Bioswale



East Overland entrance

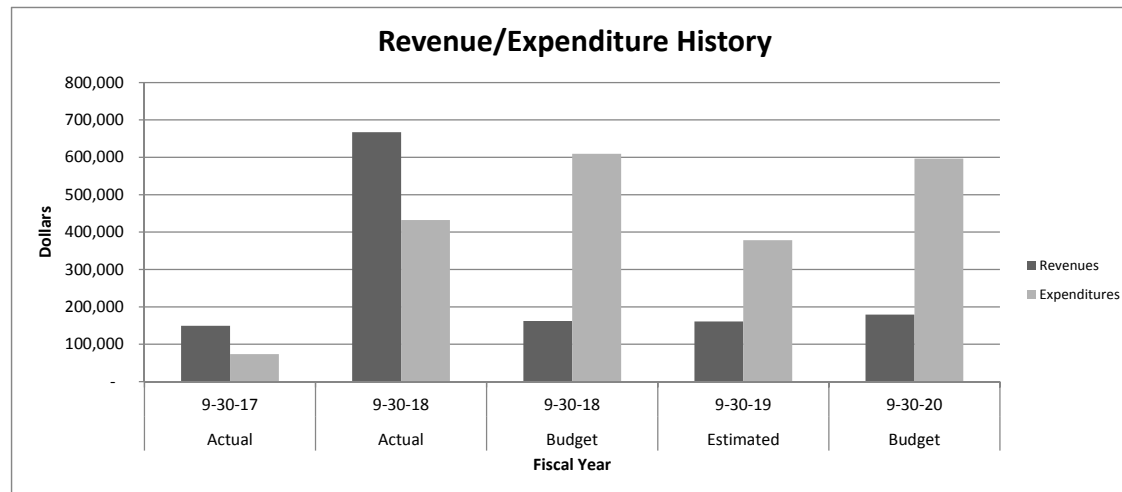


1st Avenue & 18th Street



Avenue A & 18th Street

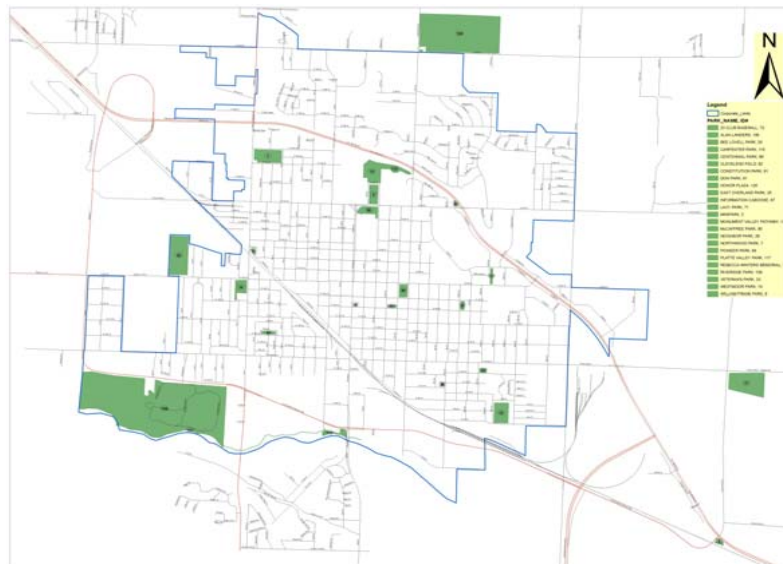
	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	550,131	625,922	780,187		861,133	643,621
PERMITS	1,000	300	-	-	-	-
INTERGOVERNMENTAL & GRANTS	23,818	-	-	-	-	-
STORMWATER SURCHARGE	65,300	82,287	101,700	47,876	95,752	117,600
REVENUES FROM DEPARTMENTS	50,000	50,000	50,000	25,000	50,000	50,000
INTEREST EARNINGS	5,384	11,535	2,500	6,837	6,837	3,400
BOND PROCEEDS	-	515,056	-	-	-	-
MISCELLANEOUS REVENUES	3,844	8,142	7,975	-	8,407	8,407
Total Available	699,477	1,293,242	942,362	79,713	1,022,129	823,028
OPERATIONS & MAINTENANCE	72,030	50,930	99,720	20,567	46,141	97,540
CAPITAL OUTLAY	8,166	392,966	174,815	200,923	247,534	170,000
DEBT SERVICE	-	-	84,832	79,800	84,832	79,058
CONTINGENCY	-	-	250,000	-	-	250,000
Total Stormwater Expenditures	80,196	443,896	609,367	301,291	378,507	596,598
Accrual Adjustment	(6,641)	(11,786)				
Total Adjusted Expenditures	73,555	432,110	609,367	301,291	378,507	596,598
Assigned fund balance - Scottsbluff Drain Project	-	-	200,000		200,000	200,000
UNASSIGNED CASH BALANCE	-	-	132,995		443,621	26,430
Cash Balance, September 30	625,922	861,133	332,995		643,621	226,430
	-	-				
		9-30-16	9-30-17	9-30-18	9-30-19	9-30-20
Full - Time		1	1	-	-	-
Part - Time		-	-	-	-	-



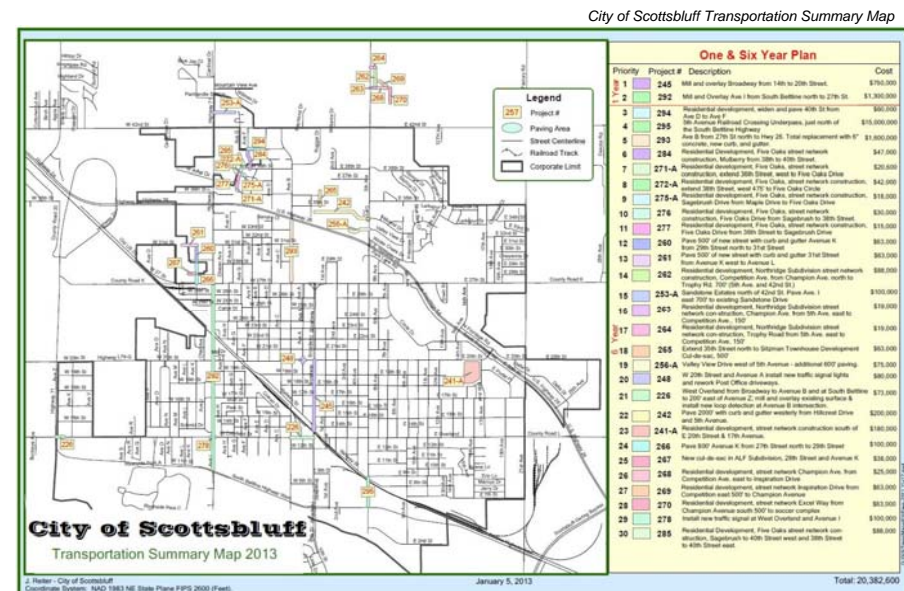
The GIS Services Division is responsible for the maintenance and distribution of the City's Enterprise Geographic Information System data and its services. Funding for GIS is provided primarily by other City Departments; including Water, Water Reclamation, Transportation and Development Services. GIS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

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

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

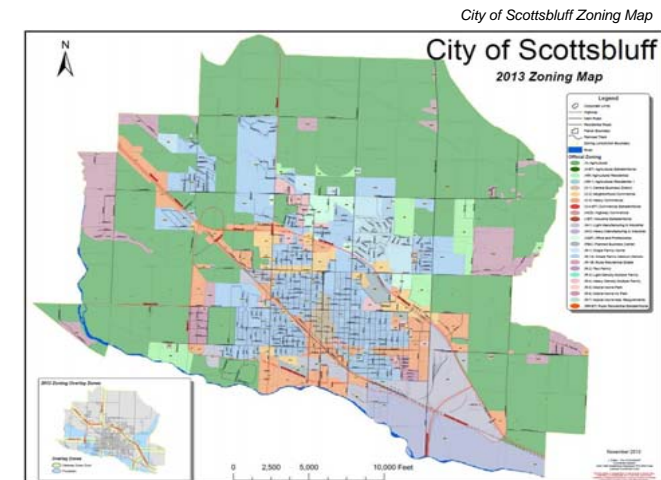
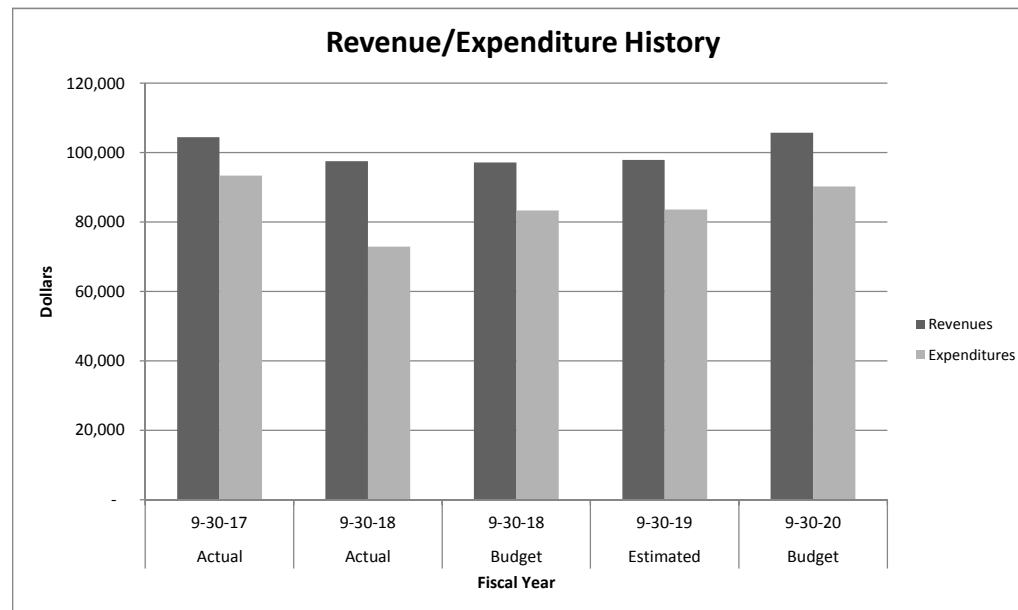


City of Scottsbluff Parks Map



	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	23,364	34,440	51,778		59,087	73,357
TRANSFERS FROM OTHER FUNDS	104,280	97,000	97,000	48,500	97,000	105,575
INTEREST EARNINGS	166	568	200	625	900	200
Total Available	127,810	132,008	148,978	49,125	156,987	179,132
PERSONNEL COSTS	57,795	60,399	62,712	31,567	62,705	61,026
OPERATIONS & MAINTENANCE	15,193	12,010	20,625	11,900	20,925	22,225
CAPITAL OUTLAY	-	-	-	-	-	7,000
DEBT SERVICE	20,266	-	-	-	-	-
Total GIS Services	93,254	72,409	83,337	43,467	83,630	90,251
Accrual Adjustment	116	512				
Total Adjusted Expenditures	93,370	72,921	83,337	43,467	83,630	90,251
Cash Balance, September 30	34,440	59,087	65,641		73,357	88,881

	9-30-16	9-30-17	9-30-18	9-30-19	9-30-20
Full - Time	1	1	1	1	1
Part - Time	-	-	-	-	-



	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	-	(93,331)	(138,712)		(239,362)	(307,617)
REVENUES FROM DEPARTMENTS	176,557	170,484	228,750	92,245	228,750	230,200
Total Available	176,557	77,153	90,038	92,245	(10,612)	(77,417)
PERSONNEL COSTS	144,142	153,425	155,862	81,172	156,812	155,910
OPERATIONS & MAINTENANCE	133,176	190,722	141,222	69,115	140,193	141,522
CAPITAL OUTLAY	-	5,218	-	-	-	-
Total Central Garage	277,318	349,365	297,084	150,287	297,005	297,432
Accrual Adjustment	(7,430)	(32,849)				
Total Adjusted Expenditures	269,888	316,515	297,084	150,287	297,005	297,432
Cash Balance, September 30	(93,331)	(239,362)	(207,046)		(307,617)	(374,849)
	-	-				
		9-30-16	9-30-17	9-30-18	9-30-19	9-30-20
Full - Time	-	2	2	2	2	2
Part - Time	-	-	-	-	-	-



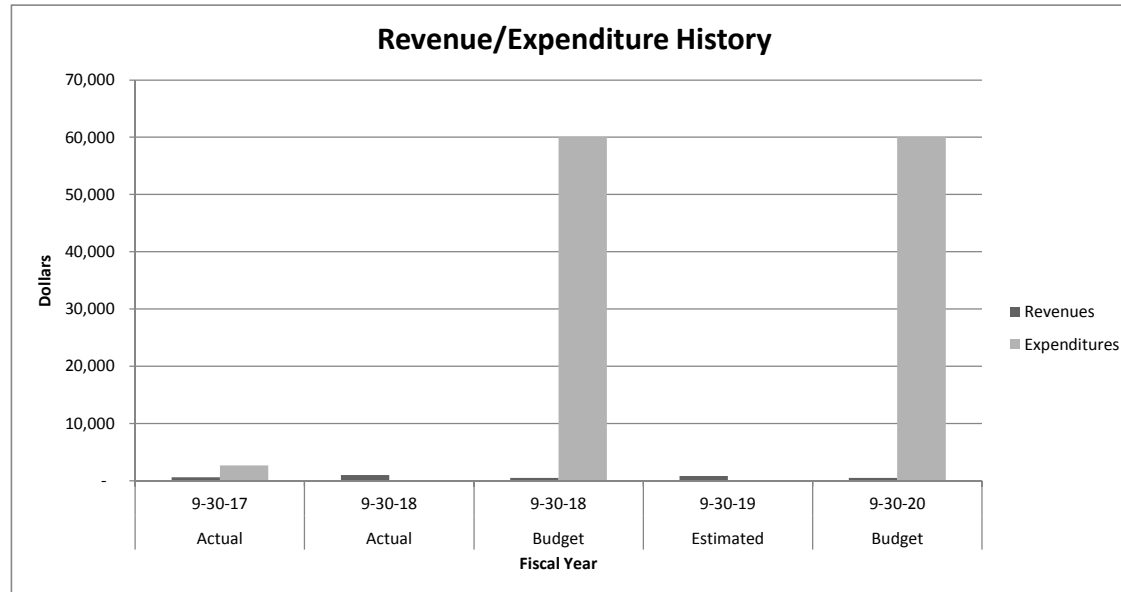
Central Garage Fund

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

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



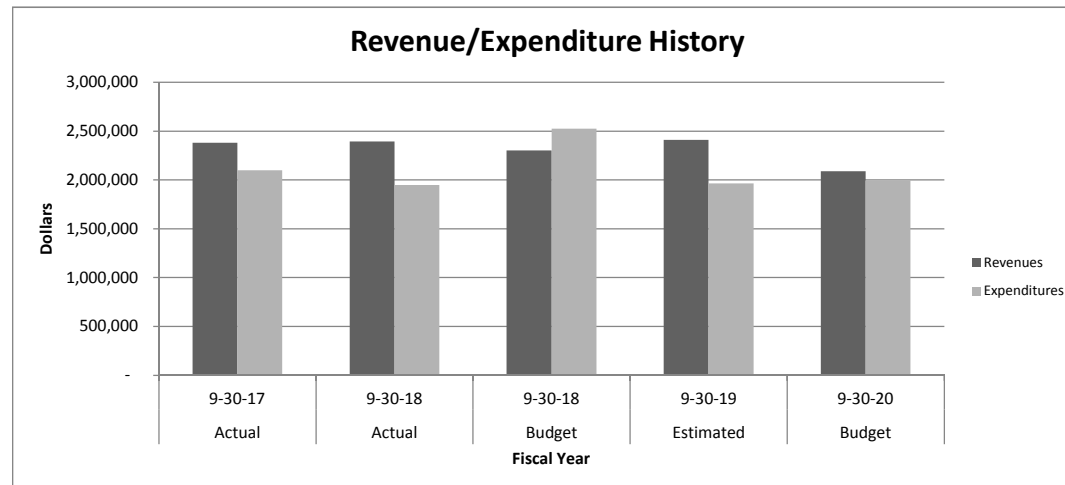
	Actual 9-30-16	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	68,754	66,411	63,911		66,844	67,644
INTEREST EARNINGS	620	1,017	500	723	800	500
Total Available	69,374	67,428	64,411	723	67,644	68,144
PAYMENT TO STATE	2,688	-	60,000	-	-	60,000
Total Unemployment Compensation	2,688	-	60,000	-	-	60,000
Accrual Adjustment	275	584				
Total Adjusted Expenditures	2,963	584	60,000	-	-	60,000
Cash Balance, September 30	66,411	66,844	4,411		67,644	8,144



Unemployment Compensation Fund

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

	Actual 9-30-17	Actual 9-30-18	Adopted Budget 9-30-19	Six Month Actual 9-30-19	Estimated Actual 9-30-19	Approved Budget 9-30-20
Cash Balance, October 1	1,134,237	1,416,118	1,640,549		1,861,669	2,308,367
FLEX REVENUE FROM EMPLOYEES	11,928	19,529	10,000	13,340	20,000	20,000
COBRA PYMTS-FORMER EMPLOYEES	4,558	3,244	1,000	-	-	1,000
REVENUE FROM EMPLOYEES	56,540	58,588	60,000	103,288	220,000	315,000
REVENUE FROM EMPLOYER	1,980,866	2,032,838	2,228,000	1,075,120	2,150,000	1,750,000
INTEREST EARNINGS	12,473	25,175	3,500	19,425	21,000	5,000
REVENUE RE-INSURANCE CARRIER	314,944	253,898	-	198	198	-
Total Available	3,515,546	3,809,390	3,943,049	1,211,371	4,272,867	4,399,367
CONTRACTUAL SERVICES	6,490	13,500	13,650	5,000	13,650	13,650
SCHOOL & CONFERENCE	-	-	300	-	-	300
PREMIUM EXPENSE	465,907	455,909	500,000	210,945	430,000	465,000
CLAIMS EXPENSE	1,602,683	1,449,769	2,000,000	832,206	1,500,000	1,500,000
FLEXIBLE BENEFIT EXPENSES	10,925	17,871	10,000	15,813	20,000	20,000
TAX EXPENSE	9,801	846	950	-	850	-
Total Health Insurance	2,095,807	1,937,895	2,524,900	1,063,964	1,964,500	1,998,950
Accrual Adjustment	3,621	9,825				
Total Adjusted Expenditures	2,099,428	1,947,720	2,524,900	1,063,964	1,964,500	1,998,950
Cash Balance, September 30	1,416,118	1,861,669	1,418,149		2,308,367	2,400,417

**HEALTH INSURANCE FUND**

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

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

Capital Improvements Budget - All Funds/Departments

Department	Project	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Source of Funds
Administration	Network Copier/Printer		10,000					Capital Projects Fund
	New EE Workstations (12)	25,000						General Fund/MIS
	New Server - Utility Billing	5,000	-	-	-	-	-	General Fund/MIS
	Total	30,000	10,000	-	-	-	-	
BID	Parking District Improvements	110,000 *						Business Improvement District Fund
	Total	110,000	-	-	-	-	-	
Cemetery	Dump Trailer	6,000						Cemetery Fund
	Utility Cart		9,000					Cemetery Fund
	Fence		2,500	2,500	2,500	2,500	2,500	Cemetery Fund
	Columbarium		20,000					Cemetery Fund
	Land Acquisition	500,000 *						Cemetery Perpetual Fund
	Total	506,000	31,500	2,500	2,500	2,500	2,500	
Econ. Devel.	Development/Loans/Grants	2,500,000 *						Economic Development/LB840
	Total	2,500,000	-	-	-	-	-	
Emerg. Mgmt.	Outdoor Warning Sirens (2)	58,000	32,000					Public Safety Fund
	Total	58,000	32,000	-	-	-	-	
Environmental Services	Transfer Station	1,174,000						Environmental Services Fund
	Refuse Truck	250,000	260,000	270,000	280,000	290,000	300,000	Environmental Services Fund
	Pickup Truck	35,000						Environmental Services Fund
	Tractor w/ Mower Attachment	20,000						Environmental Services Fund
	New Server - Utility Billing	5,000						Environmental Services Fund
	Compost Facility Upgrades/Pad	500,500		260,000				Environmental Services Fund
	Total	1,984,500	260,000	530,000	280,000	290,000	300,000	
Fire	Fire hose, supply and attack replacement	6,000	6,000	6,000	6,000	6,000	6,000	Mutual Fire Organization Fund
	Bunker Gear Replacement (4)	10,000	10,000	10,000	10,000	10,000	10,000	Mutual Fire Organization Fund
	Fire Inspector Pickup	29,000						Public Safety Fund
	Mezzanine storage - PS Building	15,000						Public Safety Fund
	SCBA 10 year replacement (sinking)	16,000	16,000	16,000	16,000	16,000	16,000	Mutual Fire Organization Fund
	Apparatus replacement program (sinking)	150,000	150,000	150,000	150,000	150,000	150,000	Mutual Fire Organization Fund
	Total	226,000	182,000	182,000	182,000	182,000	182,000	
GIS	Plotter	7,000						GIS Fund
	Total	7,000	-	-	-	-	-	
KENO	Picnic Tables	5,000	5,000	5,000	5,000	5,000	5,000	KENO Fund
	Playground Equipment	35,000	35,000	35,000	35,000	35,000	35,000	KENO Fund
	Purchase Trees - Parks/Soccer Fields	5,000	5,000	5,000	5,000	5,000	5,000	KENO Fund
	Scotts Bluff County Public Transit	3,736	3,736	3,736	3,736	3,736	3,736	KENO Fund
	Fence - 18th Street Plaza	35,000						KENO Fund
	Enclosed Trailer - Parks/Movie Equipment	5,000						KENO Fund
	Residential Smoke Detector Program	500	500	500	500	500	500	KENO Fund
	Christmas/Special Collection books - Library	3,000	3,000	3,000	3,000	3,000	3,000	KENO Fund
	Community Betterment Projects	17,764	12,764	12,764	12,764	12,764	12,764	KENO Fund
	Total	110,000	65,000	65,000	65,000	65,000	65,000	

Capital Improvements Budget - All Funds/Departments

Department	Project	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Source of Funds
Industrial Sites	Development	50,000 *						Industrial Sites Fund
	Total	50,000	-	-	-	-	-	
Library	Carpet Removal & Replace	90,000						Capital Projects Fund
	Replace Training Laptops (20)	12,000						General Fund/MIS
	LED Lighting					18,000		Capital Projects Fund
	Network Copier/Printer		10,000					Capital Projects Fund
	Microfilm Reader		8,000					Capital Projects Fund
	Total	102,000	18,000	-	-	18,000	-	
Parks	Pathway - Construction	1,390,000						General Fund/Parks
	23 Club - Improvements	600,000						General Fund/Parks
	Pickup Truck			35,000				Transfer from W/WW
	Loader			89,000				Capital Projects Fund
	Wide Area Mowers		65,000			70,000		Capital Projects Fund
	Finishing Mower					30,000		Capital Projects Fund
	Utility Vehicle	15,000	18,000	20,000				Capital Projects Fund
	Pickup/1 Ton		35,000	35,000	35,000			Capital Projects Fund
	Kubota RTV				33,000			Capital Projects Fund
	72 Inch Mowers (3)	35,000		35,000	35,000			Capital Projects Fund
	Total	2,040,000	118,000	214,000	103,000	100,000	-	
Police	Body Armor (15)	11,000	11,000	12,000	12,000	13,000	13,000	Public Safety Fund
	Marked Patrol Cars (2)	100,000	100,000	110,000	110,000	110,000	110,000	Public Safety Fund
	External Vest Carriers (21)	13,000						Public Safety Fund
	In-car K-9 Equipment	7,000						Public Safety Fund
	Body Cameras (5)	5,000	5,000	5,000	5,000	5,000	5,000	Public Safety Fund
	E-Citation/CAD/RMS/Server Replacements	25,000	25,000	25,000	25,000	25,000	25,000	Public Safety Fund
	Total	161,000	141,000	152,000	152,000	153,000	153,000	
Stormwater	Land/Structure Acquisition - Drain	100,000 *	100,000 *	100,000 *	100,000 *	100,000 *	100,000 *	Stormwater Fund
	Removal/Demo - Drain House	70,000						Stormwater Fund
	Total	170,000	100,000	100,000	100,000	100,000	100,000	
Transportation	Chip Seal - All Residential Streets	2,410,000					2,550,000	Streets Fund
	Rotary Mower Deck	20,000						Streets Fund
	Concrete Saw	10,000						Streets Fund
	Walk Behind Paint Gun	12,500						Streets Fund
	Miller Planer	15,000						Streets Fund
	Line Driver HD	7,500						Streets Fund
	Front End Loader		250,000					Streets Fund
	Motor Grader			250,000				Streets Fund
	Loader				250,000			Streets Fund
	Street Sweeper					250,000		Streets Fund
	Total	2,475,000	250,000	250,000	250,000	250,000	2,550,000	

Capital Improvements Budget - All Funds/Departments

Department	Project	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Source of Funds
Water	Water Well Maintenance	35,000	35,000	35,000	35,000	35,000	35,000	Water Fund
	Remote Transmitting Unit Upgrades - Wells	22,000						Water Fund
	Pickup Truck	35,000		36,000		36,000		Water Fund
	Scheduled Infrastructure Replacement	120,000						Water Fund
	System Interconnection - Gering						125,000	Water Fund
	New Server - Utility Billing	5,000						Water Fund
	Water Tower - Corrosion Control			450,000		250,000		Water Fund
	Airport Loop		155,000					Water Fund
Total		217,000	190,000	521,000	35,000	321,000	160,000	
Wastewater	Sewer Reline - W 14th to W Ovld, Ave E&F	209,000						Wastewater Fund
	Treatment Plant Operations Equipment	15,000	250,000	82,000	50,000	300,000		Wastewater Fund
	Compost pad cover	501,000						Wastewater Fund
	Sewer Jet Replacement	450,000						Wastewater Fund
	Replace Pickup Truck	35,000	35,000		35,000		35,000	Wastewater Fund
	New Server - Utility Billing	5,000						Wastewater Fund
	Replace Dump Truck		130,000					Wastewater Fund
	Replace Side Slope Riding Mower		120,000					Wastewater Fund
	Irrigation Pump Installation	100,000						Wastewater Fund
Total		1,315,000	535,000	82,000	85,000	300,000	35,000	
Total Government-wide		<u>12,061,500</u>	<u>1,932,500</u>	<u>2,098,500</u>	<u>1,254,500</u>	<u>1,781,500</u>	<u>3,547,500</u>	

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



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

**2019-2020
STATE OF NEBRASKA
CITY/VILLAGE BUDGET FORM**

City or Village of Scottsbluff
TO THE COUNTY BOARD AND COUNTY CLERK OF
Scotts Bluff County

This budget is for the Period October 1, 2019 through September 30, 2020

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

<p>The following PERSONAL AND REAL PROPERTY TAX is requested for the ensuing year:</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%; border: 1px solid black; text-align: right;">\$</td> <td style="width:25%; border: 1px solid black; text-align: right;">1,140,593.00</td> <td style="width:60%;">Property Taxes for Non-Bond Purposes</td> </tr> <tr> <td style="border: 1px solid black; text-align: right;">\$</td> <td style="border: 1px solid black; text-align: right;">883,641.00</td> <td>Principal and Interest on Bonds</td> </tr> <tr> <td style="border: 1px solid black; text-align: right;">\$</td> <td style="border: 1px solid black; text-align: right;">2,024,234.00</td> <td>Total Personal and Real Property Tax Required</td> </tr> </table>	\$	1,140,593.00	Property Taxes for Non-Bond Purposes	\$	883,641.00	Principal and Interest on Bonds	\$	2,024,234.00	Total Personal and Real Property Tax Required	<p>Projected Outstanding Bonded Indebtedness as of October 1, 2019 <i>(As of the Beginning of the Budget Year)</i></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Principal</td> <td style="width:40%; border: 1px solid black; text-align: right;">\$ 4,855,000.00</td> </tr> <tr> <td>Interest</td> <td style="border: 1px solid black; text-align: right;">\$ 234,761.25</td> </tr> <tr> <td>Total Bonded Indebtedness</td> <td style="border: 1px solid black; text-align: right;">\$ 5,089,761.25</td> </tr> </table>	Principal	\$ 4,855,000.00	Interest	\$ 234,761.25	Total Bonded Indebtedness	\$ 5,089,761.25
\$	1,140,593.00	Property Taxes for Non-Bond Purposes														
\$	883,641.00	Principal and Interest on Bonds														
\$	2,024,234.00	Total Personal and Real Property Tax Required														
Principal	\$ 4,855,000.00															
Interest	\$ 234,761.25															
Total Bonded Indebtedness	\$ 5,089,761.25															
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%; border: 1px solid black; text-align: right;">\$</td> <td style="width:25%; border: 1px solid black; text-align: right;">912,099,308</td> <td style="width:60%;">Total Certified Valuation (All Counties)</td> </tr> </table> <p><i>(Certification of Valuation(s) from County Assessor MUST be attached)</i></p>	\$	912,099,308	Total Certified Valuation (All Counties)	<p align="center">Report of Joint Public Agency & Interlocal Agreements</p> <p>Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2018 through June 30, 2019?</p> <p align="center"> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO </p> <p align="center"><i>If YES, Please submit Interlocal Agreement Report by September 20th.</i></p>												
\$	912,099,308	Total Certified Valuation (All Counties)														
County Clerk's Use ONLY	<p align="center">Report of Trade Names, Corporate Names & Business Names</p> <p>Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2018 through June 30, 2019?</p> <p align="center"> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO </p> <p align="center"><i>If YES, Please submit Trade Name Report by September 20th.</i></p>															
APA Contact Information	Submission Information															
<p align="center">Auditor of Public Accounts State Capitol, Suite 2303 Lincoln, NE 68509</p> <p>Telephone: (402) 471-2111 FAX: (402) 471-3301</p> <p>Website: www.auditors.nebraska.gov</p> <p>Questions - E-Mail: Deann.Haeffner@nebraska.gov</p>	<p align="center" style="font-size: 1.5em;">Budget Due by 9-20-2019</p> <p>Submit budget to:</p> <ol style="list-style-type: none"> Auditor of Public Accounts -Electronically on Website or Mail County Board (SEC. 13-508), C/O County Clerk 															

City or Village of Scottsbluff in Scotts Bluff County

Line No.	Beginning Balances, Receipts, & Transfers	Actual 2017 - 2018 (Column 1)	Actual/Estimated 2018 - 2019 (Column 2)	Adopted Budget 2019 - 2020 (Column 3)
1	Net Cash Balance	\$ 1,742,714.00	\$ 2,484,061.00	\$ 2,674,963.00
2	Investments	\$ 26,296,211.00	\$ 28,567,353.00	\$ 26,500,000.00
3	County Treasurer's Balance	\$ 97,249.00	\$ 84,581.00	\$ 85,000.00
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)	\$ -	\$ -	\$ -
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 28,136,174.00	\$ 31,135,995.00	\$ 29,259,963.00
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 2,243,074.00	\$ 2,201,864.00	\$ 2,004,192.00
7	Federal Receipts	\$ 405,948.00	\$ 87,735.00	\$ -
8	State Receipts: Motor Vehicle Pro-Rate	\$ 6,900.00	\$ 6,900.00	\$ 6,900.00
9	State Receipts: MIRF	\$ -	\$ -	\$ -
10	State Receipts: Highway Allocation and Incentives	\$ 1,632,234.00	\$ 1,766,708.00	\$ 1,808,022.00
11	State Receipts: Motor Vehicle Fee	\$ 130,499.00	\$ 110,000.00	\$ 110,000.00
12	State Receipts: State Aid	\$ -	\$ -	
13	State Receipts: Municipal Equalization Aid	\$ 76,749.00	\$ 73,169.00	\$ 100,474.00
14	State Receipts: Other	\$ 501,994.00	\$ 477,639.00	\$ 452,911.00
15	State Receipts: Property Tax Credit	\$ 82,150.00	\$ 42,858.00	
16	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -
17	Local Receipts: Motor Vehicle Tax	\$ 265,112.00	\$ 239,726.00	\$ 239,400.00
18	Local Receipts: Local Option Sales Tax	\$ 5,969,621.00	\$ 5,296,950.00	\$ 5,296,950.00
19	Local Receipts: In Lieu of Tax	\$ 104,693.00	\$ 105,600.00	\$ 105,600.00
20	Local Receipts: Other	\$ 18,597,417.00	\$ 14,845,747.00	\$ 18,457,816.00
21	Transfers In of Surplus Fees	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
22	Transfers In Other Than Surplus Fees	\$ 3,756,520.00	\$ 3,877,629.00	\$ 3,711,970.00
23	Proprietary Function Funds (Only if Page 6 is Used)	\$ -		\$ -
24	Total Resources Available (Lines 5 thru 23)	\$ 62,059,085.00	\$ 60,418,520.00	\$ 61,704,198.00
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 30,923,090.00	\$ 31,158,557.00	\$ 45,490,079.00
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 31,135,995.00	\$ 29,259,963.00	\$ 16,214,119.00
27	Cash Reserve Percentage			50%
PROPERTY TAX RECAP		Tax from Line 6		\$ 2,004,192.00
		County Treasurer Commission at 1%		\$ 20,042.00
		Total Property Tax Requirement		\$ 2,024,234.00

City or Village of Scottsbluff in Scotts Bluff County

To Assist the County For Levy Setting Purposes

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

Property Tax Request by Fund:

	Property Tax Request
General Fund	\$ 1,086,493.00
Bond Fund	\$ 883,641.00
Business Improvement Fund	\$ 54,100.00
_____ Fund	
Total Tax Request	** \$ 2,024,234.00

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

Cash Reserve Funds

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

Special Reserve Fund Name	Amount
_____	_____
_____	_____
_____	_____
_____	_____
Total Special Reserve Funds	\$ -
Total Cash Reserve	\$ 16,214,119.00
Remaining Cash Reserve	\$ 16,214,119.00
Remaining Cash	

Documentation of Transfers of Surplus Fees:

(Only complete if Transfers of Surplus Fees Were Budgeted)

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

Transfer From:	Transfer To:
Environmental Services Fund	General Fund
Amount: \$	54,000.00
Reason: Fund expenses for general services such as public safety, parks	

Transfer From:	Transfer To:
Wastewater Fund	General Fund
Amount: \$	54,000.00
Reason: Fund expenses for general services such as public safety, parks	

Transfer From:	Transfer To:
Water Fund	General Fund
Amount: \$	42,000.00
Reason: Fund expenses for general services such as public safety, parks	

City or Village of Scottsbluff in Scotts Bluff County

Line No.	2019-2020 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	TOTAL
1	Governmental:						
2	General Government	\$ 3,009,069.00		\$ 5,000.00			\$ 3,014,069.00
3	Public Safety - Police and Fire	\$ 6,162,401.00	\$ 15,000.00	\$ 344,000.00			\$ 6,521,401.00
4	Public Safety - Other						\$ -
5	Public Works - Streets	\$ 2,595,060.00	\$ 2,520,000.00	\$ 65,000.00	\$ 850,833.00	\$ 55,675.00	\$ 6,086,568.00
6	Public Works - Other	\$ 338,308.00		\$ 7,000.00			\$ 345,308.00
7	Public Health and Social Services	\$ 212,670.00	\$ 500,000.00	\$ 6,000.00		\$ 140,000.00	\$ 858,670.00
8	Culture and Recreation	\$ 2,426,520.00	\$ 1,990,000.00				\$ 4,416,520.00
9	Community Development	\$ 2,963,035.00		\$ -	\$ 439,457.00		\$ 3,402,492.00
10	Miscellaneous	\$ 5,182,912.00	\$ 85,000.00	\$ 90,000.00	\$ 689,395.00	\$ 3,389,395.00	\$ 9,436,702.00
11	Business-Type Activities:						
12	Airport						\$ -
13	Nursing Home						\$ -
14	Hospital						\$ -
15	Electric Utility						\$ -
16	Solid Waste	\$ 2,219,470.00	\$ 1,674,500.00	\$ 310,000.00		\$ 54,000.00	\$ 4,257,970.00
17	Transportation						\$ -
18	Wastewater	\$ 2,553,920.00	\$ 980,000.00	\$ 505,000.00	\$ 417,017.00	\$ 142,450.00	\$ 4,598,387.00
19	Water	\$ 2,254,542.00	\$ 120,000.00	\$ 97,000.00		\$ 80,450.00	\$ 2,551,992.00
20	Other						\$ -
21	Proprietary Function Funds (Page 6)					\$ -	\$ -
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 29,917,907.00	\$ 7,884,500.00	\$ 1,429,000.00	\$ 2,396,702.00	\$ 3,861,970.00	\$ 45,490,079.00

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

City or Village of Scottsbluff in Scotts Bluff County

Line No.	2018-2019 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	TOTAL
1	Governmental:						
2	General Government	\$ 2,565,480.00		\$ 12,748.00			\$ 2,578,228.00
3	Public Safety - Police and Fire	\$ 5,650,468.00		\$ 175,000.00			\$ 5,825,468.00
4	Public Safety - Other						\$ -
5	Public Works - Streets	\$ 2,012,055.00	\$ 867,443.00	\$ 198,780.00	\$ 879,342.00	\$ 52,000.00	\$ 4,009,620.00
6	Public Works - Other	\$ 332,918.00					\$ 332,918.00
7	Public Health and Social Services	\$ 200,282.00		\$ 84,700.00		\$ 210,000.00	\$ 494,982.00
8	Culture and Recreation	\$ 2,373,043.00	\$ 210,000.00				\$ 2,583,043.00
9	Community Development	\$ 2,660,308.00			\$ 437,271.00		\$ 3,097,579.00
10	Miscellaneous	\$ 469,961.00		\$ 93,509.00	\$ 693,629.00	\$ 3,493,629.00	\$ 4,750,728.00
11	Business-Type Activities:						
12	Airport						\$ -
13	Nursing Home						\$ -
14	Hospital						\$ -
15	Electric Utility						\$ -
16	Solid Waste	\$ 2,132,382.00		\$ 226,317.00		\$ 54,000.00	\$ 2,412,699.00
17	Transportation						\$ -
18	Wastewater	\$ 1,552,824.00	\$ 447,217.00	\$ 288,635.00	\$ 730,722.00	\$ 140,000.00	\$ 3,159,398.00
19	Water	\$ 1,683,103.00		\$ 152,791.00		\$ 78,000.00	\$ 1,913,894.00
20	Other						\$ -
21	Proprietary Function Funds						\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 21,632,824.00	\$ 1,524,660.00	\$ 1,232,480.00	\$ 2,740,964.00	\$ 4,027,629.00	\$ 31,158,557.00

(A) **Operating Expenses** should include Personal Services, Operating Expenses, Supplies and Materials, and Equipment Rental.

(B) **Capital Improvements** should include acquisition of real property or acquisition, construction, or extension of any improvements on real property.

(C) **Other Capital Outlay** should include other items to be inventoried (i.e. equipment, vehicles, etc.).

(D) **Debt Service** should include Bond Principal and Interest Payments, Payments to Retirement Interest-Free Loans from NDA (Airports) and other debt payments.

(E) **Other** should include Judgments, Transfers, Transfers of Surplus Fees, and Proprietary Function Funds if a separate budget is filed.

City or Village of Scottsbluff in Scotts Bluff County

Line No.	2017-2018 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	TOTAL
1	Governmental:						
2	General Government	\$ 2,674,541.00					\$ 2,674,541.00
3	Public Safety - Police and Fire	\$ 5,407,921.00		\$ 469,861.00			\$ 5,877,782.00
4	Public Safety - Other						\$ -
5	Public Works - Streets	\$ 2,113,522.00	\$ 1,529,008.00	\$ 8,496.00	\$ 483,555.00	\$ 52,000.00	\$ 4,186,581.00
6	Public Works - Other	\$ 651,509.00		\$ 5,218.00			\$ 656,727.00
7	Public Health and Social Services	\$ 191,051.00				\$ 130,000.00	\$ 321,051.00
8	Culture and Recreation	\$ 2,253,056.00		\$ 16,608.00			\$ 2,269,664.00
9	Community Development	\$ 2,203,387.00			\$ 503,962.00		\$ 2,707,349.00
10	Miscellaneous	\$ 418,394.00		\$ 187,914.00	\$ 723,369.00	\$ 3,452,520.00	\$ 4,782,197.00
11	Business-Type Activities:						
12	Airport						\$ -
13	Nursing Home						\$ -
14	Hospital						\$ -
15	Electric Utility						\$ -
16	Solid Waste	\$ 2,109,479.00		\$ 27,010.00		\$ 54,000.00	\$ 2,190,489.00
17	Transportation						\$ -
18	Wastewater	\$ 1,434,899.00	\$ 707,794.00	\$ 67,684.00	\$ 645,891.00	\$ 140,000.00	\$ 2,996,268.00
19	Water	\$ 1,427,306.00	\$ 632,118.00	\$ 123,017.00		\$ 78,000.00	\$ 2,260,441.00
20	Other						\$ -
21	Proprietary Function Funds						\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 20,885,065.00	\$ 2,868,920.00	\$ 905,808.00	\$ 2,356,777.00	\$ 3,906,520.00	\$ 30,923,090.00

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

2019-2020 SUMMARY OF PROPRIETARY FUNCTION FUNDS

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

THIS SPACE FOR USE OF PROPRIETARY FUNCTION FUNDS ONLY

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

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

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

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

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

	<u>BOARD CHAIRPERSON</u>	<u>CLERK/TREASURER/SUPERINTENDENT/OTHER</u>	<u>PREPARER</u>
NAME	<u>Raymond Gonzales</u>	<u>Elizabeth Hilyard</u>	<u>Elizabeth Hilyard</u>
TITLE /FIRM NAME	<u>Mayor</u>	<u>Director of Finance</u>	<u></u>
TELEPHONE	<u></u>	<u>308-633-3796</u>	<u></u>
EMAIL ADDRESS	<u></u>	<u>ehilyard@scottsbluff.org</u>	<u></u>

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

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

City or Village of Scottsbluff in Scotts Bluff County

2019-2020 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements	(1)	\$	2,024,234.00
Motor Vehicle Pro-Rate	(2)	\$	6,900.00
In-Lieu of Tax Payments	(3)	\$	105,600.00
Prior Year Budgeted Capital Improvements that were excluded from Restricted Funds.			
Prior Year Capital Improvements Excluded from Restricted Funds (From Prior Year Lid Support, Line (17))		\$	- (4)
LESS: Amount Spent During 2018-2019		\$	- (5)
LESS: Amount Expected to be Spent in Future Budget Years		\$	- (6)
Amount to be included as Restricted Funds (<i>Cannot Be A Negative Number</i>)	(7)	\$	-
Motor Vehicle Tax	(8)	\$	239,400.00
Local Option Sales Tax	(9)	\$	5,296,950.00
Transfers of Surplus Fees	(10)	\$	150,000.00
Highway Allocation and Incentives	(11)	\$	1,808,022.00
MIRF	(12)	\$	-
Motor Vehicle Fee	(13)	\$	110,000.00
Municipal Equalization Fund	(14)	\$	100,474.00
Insurance Premium Tax	(15)	\$	-
Nameplate Capacity Tax	(15a)	\$	-
TOTAL RESTRICTED FUNDS (A)	(16)	\$	9,841,580.00

Lid Exceptions

Capital Improvements (Real Property and Improvements on Real Property)		\$	- (17)
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year (<i>cannot exclude same capital improvements from more than one lid calculation.</i>)		\$	- (18)
Agrees to Line (6).		\$	- (18)
Allowable Capital Improvements	(19)	\$	-
Bonded Indebtedness	(20)	\$	883,641.00
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(21)		
Interlocal Agreements/Joint Public Agency Agreements	(22)	\$	456,049.00
Public Safety Communication Project (Statute 86-416)	(23)		
Payments to Retire Interest-Free Loans from the Department of Aeronautics (Public Airports Only)	(24)		
Judgments	(25)		
Refund of Property Taxes to Taxpayers	(26)		
Repairs to Infrastructure Damaged by a Natural Disaster	(27)		
TOTAL LID EXCEPTIONS (B)	(28)	\$	1,339,690.00

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form) <i>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</i>	\$ 8,501,890.00
---	------------------------

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

LID COMPUTATION FORM

City or Village of Scottsbluff
IN
Scotts Bluff County

COMPUTATION OF LIMIT FOR FISCAL YEAR 2019-2020

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1

2018-2019 Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form

15,372,517.62
Option 1 - (1)

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

Line (1) of Prior Year Lid Computation Form

Option 2 - (A)

Allowable Percent Increase **Less** Vote Taken
(From Prior Year Lid Computation Form Line (6) - Line (5))

%

Option 2 - (B)

Dollar Amount of Allowable Increase Excluding the vote taken
Line (A) X Line (B)

-

Option 2 - (C)

Calculated 2018-2019 Restricted Funds Authority (Base Amount) =
Line (A) **Plus** Line (C)

-
Option 2 - (1)

ALLOWABLE INCREASES

1 BASE LIMITATION PERCENT INCREASE (2.5%)

2.50 %

(2)

2 ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5%

- %

(3)

$$\frac{7,113,509.00}{2019 \text{ Growth per Assessor}} \div \frac{885,989,875.00}{2018 \text{ Valuation}} = \frac{0.80}{\text{Multiply times 100 To get \%}} \%$$

3 ADDITIONAL ONE PERCENT COUNCIL/BOARD APPROVED INCREASE

1.00 %

(4)

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

ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.

**4 SPECIAL ELECTION/TOWNHALL MEETING - VOTER
APPROVED % INCREASE**

%

(5)

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

LID COMPUTATION FORM

City or Village of Scottsbluff
IN
Scotts Bluff County

TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5)	<u>3.50</u> % (6)
Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6)	<u>538,038.12</u> (7)
Total Restricted Funds Authority = Line (1) + Line (7)	<u>15,910,555.74</u> (8)
Less: Restricted Funds from Lid Supporting Schedule	<u>8,501,890.00</u> (9)
Total Unused Restricted Funds Authority = Line (8) - Line (9)	<u>7,408,665.74</u> (10)

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

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

Municipality Levy Limit Form

City or Village of Scottsbluff in Scotts Bluff County

Political Subdivision	Personal and Real Property Tax Request (Column A)	Judgments (Not Paid by Liability Insurance) (Column B)	Pre-Existing Lease - Purchase Contracts-7/98 (Column C)	* Bonded Indebtedness (Column D)	Interest Free Financing (Public Airports) (Column E)	Tax Request Subject to Levy Limit (Column F) [(Column A) MINUS (Columns B, C, D, E)]	Valuation (Column G)	Calculated Levy (Column H) [(Column F) DIVIDED BY (Column G) MULTIPLIED BY 100]
City/Village -	1,970,134.00					1,970,134.00	912,099,308	0.216000

Others subject to allocation-

						-		-
						-		-
						-		-
						-		-

Off-Street Parking District	54,100.00					54,100.00	30,636,522	
-----------------------------	-----------	--	--	--	--	-----------	------------	--

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

0.005931

NOTE:

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

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

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

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

Total Calculated Levy
[Total of (Column H)]

0.221931

(Box 1)

Tax Request to Support Interlocal Agreements

456,049.00

(Box 2)

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

0.050000

(Box 3)

5 Cents or LESS

*Tax Request to Support Public Safety
Communication Projects

(Box 5)

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

0.171931

(Box 4)

*Tax Request to Support Public Facilities
Construction Projects

(Box 6)

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

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019

City or Village of Scottsbluff

Scotts Bluff County

SUBDIVISION NAME		COUNTY	Amount Used as Lid Exemption (Column 4)
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)	
League Association of Risk Management	09/30/2019-09/30/2020	risk management services and insurance coverage	\$ 456,049.00
City of Norfolk, City of Columbus, Northeast Community College	09/04/2007 (perpetual)	Library One Commission - unified catalog of library resources and materials request/delivery system	
City of Terrytown	09/30/19-12/31/19 (annual renewal)	paint striping, electrical/building inspections	
City of Terrytown	11/06/1997 (annual renewal)	wastewater reclamation/sewer treatment	
City of Gering	07/02/2007 (perpetual)	solid waste disposal/new landfill agreement	
Scotts Bluff County, City of Gering, Terrytown, Banner County, Other small nearby communities	02/07/2008 (perpetual)	Emergency management services for Region 22	
Scotts Bluff County, City of Gering	07/01/2010-06/30/2022	Ambulance services	
Scotts Bluff County Surveyor	01/01/1997 (perpetual)	GIS information sharing/mapping	
City of Terrytown, Mitchell, Minatare, Gering, Village of Melbeta, Henry, McGrew, Morrill, Lyman, Scb County	Indefinite	Police services	
Scotts Bluff County	Indefinite	WING Drug Task Force	
City of Gering, Scotts Bluff County	annual renewal	vehicle storage - police/sheriff	
NE State Patrol	Indefinite	highway patrol, public safety	
NPAIT	Indefinite	Investment Trust	
US Dept of Homeland Security	Indefinite	National Incident Management System (NIMS)	
City of Minatare	perpetual	water utility/supply	
Village of Melbeta, Morrill, City of Terrytown, Bayard, SID #8 & #4A	3 years, expires 03/04/2022	sewer line cleaning	
SID #8	3 years, expires 03/04/2022	replacement, painting, maintenance - fire hydrants	

Total Amount used as Lid Exemption

\$ 456,049.00

REPORTING PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019

Scotts BluffCounty

\$ -

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

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

TAX YEAR 2018

{certification required on or before August 20th, of each year}

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

TAXABLE VALUE LOCATED IN THE COUNTY OF: SCOTTS BLUFF

Name of Political Subdivision	Subdivision Type (e.g. city, fire, NRD)	Value attributable to Growth	Total Taxable Value
SCOTTSBLUFF	City/Village	7,950,425	885,989,875

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

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


(signature of county assessor)

8-10-18
(date)

CC: County Clerk, SCOTTS BLUFF County

CC: County Clerk where district is headquarter, if different county, _____ County

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

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

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

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

TAX YEAR 2018

{certification required on or before August 20th, of each year}

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

TAXABLE VALUE LOCATED IN THE COUNTY OF: SCOTTS BLUFF

Name of Political Subdivision	Subdivision Type (e.g. city, fire, NRD)	Value attributable to Growth	Total Taxable Value
SCB PARKING DIST	Misc-District	733,449	29,901,850

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

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


(signature of county assessor)

8-10-18
(date)

CC: County Clerk, SCOTTS BLUFF County

CC: County Clerk where district is headquarter, if different county, _____ County

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

City of Scottsbluff, Nebraska

Tuesday, September 3, 2019

Regular Meeting

Item Pub. Hear.2

Council to conduct a public hearing for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the FY 2019-2020 budget.

Staff Contact: Liz Hilyard, Finance Director

City of Scottsbluff, Nebraska

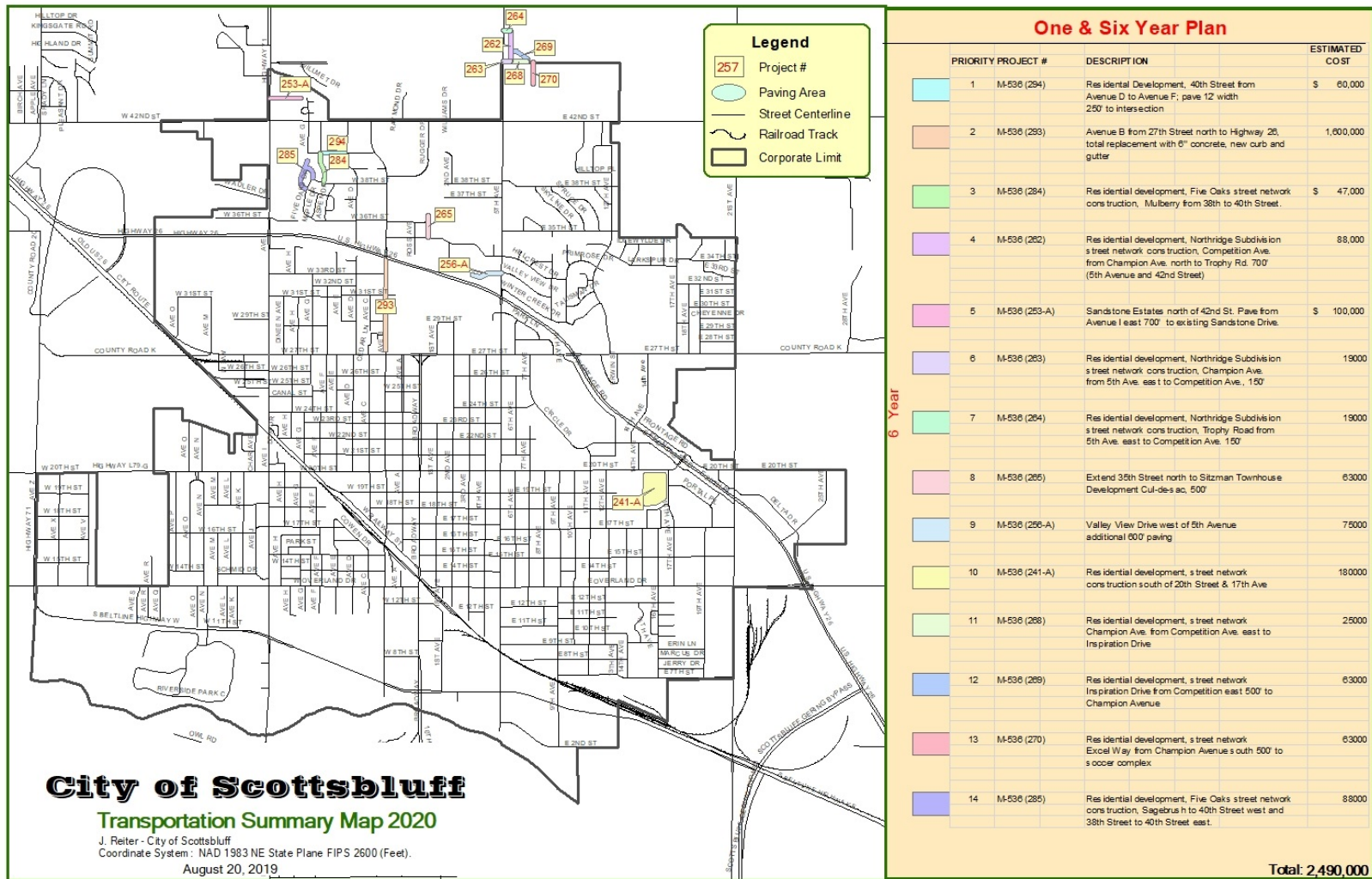
Tuesday, September 3, 2019

Regular Meeting

Item Pub. Hear.3

Council to conduct a Public Hearing at 6:00 p.m. to consider the One and Six Year Street Improvement Plan.

Staff Contact: Mark Bohl



City of Scottsbluff, Nebraska

Tuesday, September 3, 2019

Regular Meeting

Item Pub. Hear.4

Council to conduct a Public Hearing at 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: Nathan Johnson, City Manager

Agenda Statement

Item No.

For Meeting of: September 3, 2019

AGENDA TITLE: Rezone of Lot 3, Block 3, Panhandle Cooperative Subdivision from PBC to C-3 and Block 4, Panhandle Cooperative Subdivision from C-2 to C-3.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Nathan Johnson

SUMMARY EXPLANATION: These two parcels were recently purchased by AKAJRV 314, LLC. The applicants desired to rezone these parcels from PBC and C-2 to C-3 zoning district. The applicants own the lot just west of these two parcels which is a C-3 zone, they are currently under construction of a new truck shop. AKAJRV 314, LLC purchased the two parcels for the business to be used for parking of trailers and equipment and for future growth of their business. They decided to rezone to allow for the truck shop as it would not be a permitted use in PBC or C-2 zones. Austin Aulick was at the meeting representing AKAJRV 314, LLC. Austin explained the companies plan for the parcels and answered questions from the Planning Commission members. Austin stated that the company also has plans to fence in the parcels with the same type of fence currently at their present truck shop. There were no other residents or business's at the meeting.

BOARD/COMMISSION RECOMMENDATION: Mark Westphal made a motion seconded by Becky Estrada to rezone both parcels from PBC and C-2 to C-3 zoning district.

STAFF RECOMMENDATION: Staff gives a positive recommendation to the rezone to permit the truck shop in a C-3 zone as a permitted use in a C-3 zone.

EXHIBITS				
Resolution	Ordinance X	Contract <input type="checkbox"/>	Minutes <input type="checkbox"/>	Plan/Map <input type="checkbox"/>
Other (specify) _____				

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐
Please list names and addresses required for notification.

Rev: 11/15/12 City Clerk

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

**PLANNING COMMISSION MINUTES
REGULAR SCHEDULED MEETING
AUGUST 12, 2019
6:00 PM
SCOTTSBLUFF, NEBRASKA**

The Planning Commission of the City of Scottsbluff, Nebraska met in regular scheduled meeting on August 12, 2019, at 6:00 PM in the Scottsbluff Council Chambers, at 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published in the Star-Herald, a newspaper of general circulation in the city on August 2, 2019. The notice stated the date, time, and location of the meeting, that the meeting was open to the public, anyone with a disability desiring reasonable accommodation to attend the Planning Commission meeting should contact the Development Services Department, and that a current copy of the agenda is available for public inspection at the Development Services Department; provided; the City Planning Commission could modify the agenda at the meeting if the business is deemed an emergency so required. A similar notice, together with a copy of the agenda, had been delivered to each Planning Commission member. A current agenda was available for public inspection at the Development Services Department at all times from publication to the time of the meeting.

Item 1) At 6:00 PM, Chairperson Aguallo called the meeting to order. Roll call consisted of the following members. Jim Zitterkopf, Becky Estrada, Calan wayman, Mark Westphal, Henry Huber, Dana Weber, Angie Aguallo.

Absent: Dave Gompert, Anita Chadwick.

City Officials present: Anthony Murphy, City Fire Marshal, Leann Sato, Storm water Specialist, Gary Batt, Code Administrator II, Recording Secretary.

Item 2) Chairperson Aguallo informed those present of the Nebraska Open Meetings Act and that a copy is located in the back of the Council Chambers on the south wall.

Item 3) Acknowledgement of any changes on the agenda; None.

Item 4) Business not on the agenda; None.

Item 5) Citizens with business not on the regular agenda; None.

Item 6) The minutes from the July 8, 2019 meeting were reviewed.

Conclusion; a motion was made by Zitterkopf and seconded by Westphal to approve the minutes from the July 8, 2019 meeting. "Yeas": Zitterkopf, Estrada, Wayman, Westphal, Huber, Aguallo. "Nays": None. "Abstained": Weber. "Absent": Gompert, Chadwick.
"Motion Carried".

Item 7) Chairperson Aguallo opened the public hearing. The applicant AKAJRV 314, LLC has made application to rezone two parcels they have purchased from the Panhandle Cooperative. Chairperson Aguallo determined that both properties being sought to rezone could be heard together to render a rezoning decision. These two parcels consist of Lot 3, Block 3, Panhandle Cooperative Subdivision, Zoned as PBC, and Block 4, Panhandle Cooperative Subdivision, Zoned as C-2. The request is to rezone these parcels to C-3 Heavy Commercial. Gary Batt read from the staff report, the two parcels are currently zoned as PBC and C-2 and the applicants wished to rezone to C-3 which will make the two

parcels compliant with the parcel to the west, also owned by the applicant and currently has construction of a truck shop underway. These two parcels will be used for parking of truck trailers and equipment associated with the new truck shop being constructed. Gary Batt said this complies with the permitted use of an Automobile Commercial in a C-3 zone, which a truck shop comes under. Batt also said the rezoning complies with the 2016 Comp Plan and the applicants will be required to have a fence on the north side of the property. Batt said a positive recommendation is given for the rezone.

Chairman Aguallo asked if anyone was there to speak concerning the rezone. Austin Aulick said he was and he was asked to approach the podium. Austin explained what the applicants plan to do with the parcels, require the current zoning be changed to a C-3 Heavy Commercial to be in line with City Ordinance. Austin said the applicants have purchased the parcels from Panhandle Cooperative. Austin said the parcels will be used to park trailers and equipment upon and for any future expansion of the truck shop being built on the adjacent lot just west of these two parcels. Austin said the company plans to fence the perimeter of the property on the north, east and south side of the parcels.

Mark Westphal asked if they had recently acquired the parcels to which Austin replied they had. Austin went on to explain the parcel perimeter would eventually be fenced. Austin said the fence would be similar to the fence that currently is in place at the current truck shop located on Avenue I. Dana Weber asked if it was a privacy style fence and Austin replied yes. Dana asked why they chose these parcels and Austin replied they border the other lots owned by the applicant.

Chairperson Aguallo asked if there was anyone else wishing to speak about this matter to which no one else came forward. Chairperson Aguallo then closed the public hearing and asked for a motion.

Westphal made a motion seconded by Estrada to rezone both properties from PBC and C-2 to C-3 zoning district. "Yeas": Zitterkopf, Estrada, Wayman, Westphal, Huber, Weber, Aguallo. "Nays": None, "Abstained": None, "Absent": Chadwick, Gompert. "Motion Carried".

Item 8) Chairperson Aguallo opened the public hearing. Eric & Brandi Reichert were present, they are required by the GGO Overlay Zone before any development can happen in a GGO Zone, must be brought to the Planning Commission for review and approval. This location is parcel Block One, Western Addition. Gary Batt was asked to give a staff report on the project, to which Batt said the applicants are planning to build a convenience store with dispensing gasoline/diesel as allowed by the City Ordinance in a M1 zone. Batt said the Reicherts have provided a site plan with the location of storm water retention, the building, curb cuts onto the property, the pump islands and canopies, sidewalks, handicap access to the store, curbing about the parking lot, a description of the parking lot concrete depth of 8 inches. Batt said Reichert has installed the sewer line under guidance of MC Schaff & Associates, and a review of tree and landscaping.

Batt advised the members that Reichert wants to have a pole sign that is 60 feet tall, Batt said pole signs are allowed to be only 25 feet in height in a GGO Overlay Zone for access corridors to the City, which is the location of this project. Batt said the City would give a positive recommendation for the project but not for the 60 foot height of the pole sign since that was against the GGO zone requirement of 25 feet max. Reichert had made a power point and this being made available to show the commission.

Chairman Aguallo then asked if anyone wished to speak about the project at which time Eric Reichert approached the podium and addressed the Planning Commission members. Eric said that he and his wife had purchased the property with intent of building a convenience store/fuel station (Truck Stop). Eric asked Gary Batt if he would bring up the power point. Eric said they are in the process of starting site work. Eric described how the site would look like after completion, explaining the landscaping, trees, storm water retention sites on the property, the height of the structure, the parking lot, fuel pumps and canopies.

Eric then brought up the signage requirements of the GGO Zone. Eric asked Batt to bring up the power point and show the slides he had taken showing the size of the sign he was installing. Eric said the slides

show a sign at 25 feet, 40 feet and 60 feet heights. He said these were taken from a half mile (McClellan Express Intersection) and a quarter mile distance (south exit from Inland Trucking). Eric said the requirement for a pole sign limit of 25 feet tall is places his truck stop at a disadvantage. Eric said when trucks come off the McClellan Expressway they head east or west. When heading west they may not see the fuel sign at 25 feet tall and drive pass the intersection of Hwy 26 and East Overland or before turning east they could see a fuel sign and come to the truck stop. Eric said it is economic development the City wishes whether to sell fuel or whatever else the clients purchases.

Eric said the sign he is installing will be situated on the low side of his property so 25 feet actually places his sign lower than surrounding grade. Eric said the 25 foot sign would actually 6 feet lower than his building height of 31 feet.

Eric had Batt show slides of 25 feet, than 40 feet and then 60 feet. Eric said that the Sugar Factory stores hay bales across the other side of East Overland and they partially block the view of his sign at 25 feet along with the Sugar Towers giving a distraction of seeing a 25 foot tall sign. Eric then asked to have the 40 foot height shown and the sign is a little more visible from ½ mile and ¼ miles. Then he asked to have the 60 foot height limit. This actually was the best visual for seeing the sign at ½ and ¼ miles without the sugar towers causing a visual problem. Eric then asked if the members had questions.

Dana weber asked if this sign would be a vision obstruction at the 60' tall. Eric said the sign will actually be located 200 feet west of the intersection due to the retention pond being located on the south east portion of his parcel. Eric said he doubts the sign would pose a vision problem.

Henry Huber asked what would the other businesses along Hwy. 26 feel about having the sign restriction eased for Reichert's parcel.

Becky Estrada asked Eric if he knew the sign requirements when he purchased the parcel. He answered he did not, he thought it was as any other zoning allows.

Dana Weber asked about lighting the sign, Eric replied it was be a steady light, not blinking.

Jim Zitterkopf asked about other signage along Hwy. 26 since this GGO Zone was enacted. Batt said the Menards, Chili's, Good Year Tire, Honda have complied. Other signs such as Target, Ford, Chevrolet, Holiday Inn, Hampton Inn are existing and not under the 25 foot rule.

Callan Wayman asked about the restrictions on the other sign allowed in GGO Zones such as monument signs, wall signs and marquee signage.

After the power point and discussion, Chairperson Aguillo closed the public hearing. This is when the City Fire Marshal Anthony Murphy said he just wished to interject before a motion was made that he has not seen plans yet showing fire hydrants and fuel storage on the site. He just wanted Eric to be aware of these. Eric said there is a hydrant on the south side of East Overland by the factory. Eric said the plans should be in our offices soon. At this time Chairperson Aguillo asked for a motion to approve the truck stop and signage.

Conclusion: Mark Westphal motioned to approve the project and to allow the sign to be 60 feet in height due to the proximity to the sugar factory silos, this was seconded by Dana Weber. "Yeas": Zitterkopf, Wayman, Westphal, Huber, Weber, Aguillo. "Nays": Estrada. "Abstained": None. "Absent": Chadwick, Gompert. "Motion Carried".

Item 9) There being no further business, a motion was made to adjourn by Westphal and seconded by Estrada at 6:45 PM. "Yeas": Zitterkopf, Estrada, Wayman, Westphal, Huber, Weber, Aguillo. "Nays": None. "Absent": Chadwick, Gompert. "Motion Carried".

Angie Aguillo

Attest: Gary Batt,_____.

City of Scottsbluff, Nebraska

Tuesday, September 3, 2019

Regular Meeting

Item Pub. Hear.5

Council to conduct a Public Hearing at 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: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Tuesday, September 3, 2019

Regular Meeting

Item SBYC1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Tuesday, September 3, 2019

Regular Meeting

Item Public Inp1

Council to consider and take action on a Special Designated Liquor License for Panhandle Cooperative Association to serve beer, wine, & distilled spirits at the West Nebraska Arts Center for a reception on October 3, 2019 from 4:00 p.m. to 8:00 p.m.

Staff Contact: Kim Wright, City Clerk

Special Designated License Local Recommendation (Form 200)

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Panhandle Cooperative Association

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

401 S. Beltline Hiway W, Scottsbluff, NE 69361

Retail Liquor License Address or Non-Profit Business Address

ck094240

Retail License Number or Non-Profit Federal ID #

Event Date(s): 10/03/19

Event Start Time(s): 4pm

Event End Time(s): 8pm

Alternate Date: 10/5/2019

Alternate Location Building & Address: _____

Event Building Name: West Nebraska Arts Center

Event Street Address/City: 106 East 18th St. Scottsbluff, NE

Indoor area to be licensed in length & width: 73.5' X 33.6' X 2 floors

Outdoor area to be licensed in length & width: _____ X _____ (Diagram Form #109 must be attached)

Type of Event: Reception Estimate # of attendees: 75

Type of alcohol to be served: Beer X Wine X Distilled Spirits X
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Hailee Brown Event Contact Phone Number: 308-765-5044

Event Contact Email: hbrown@panhandlecoop.com

*Signature Authorized Representative: 

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City of Scottsbluff OR County of _____ approves the
issuance of a Special Designated License as requested above.

City of Scottsbluff, Nebraska

Tuesday, September 3, 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 AAS 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.

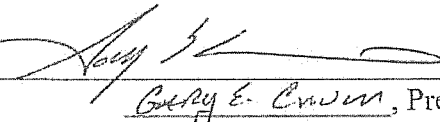
e. This Agreement shall be construed according to the laws of Nebraska.

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 
Gary E. Cronin, President

City Clerk

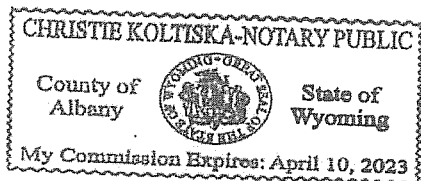
State of Nebraska, Scotts Bluff County:

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

Notary Public

State of Wyoming Albany County:

This Agreement was acknowledged before me on August 17th, 2019, by Gary E. Cronin, as President of Western States Bank, 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

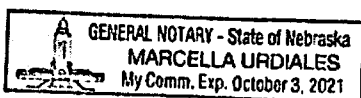
State of Nebraska, Scotts Bluff County:

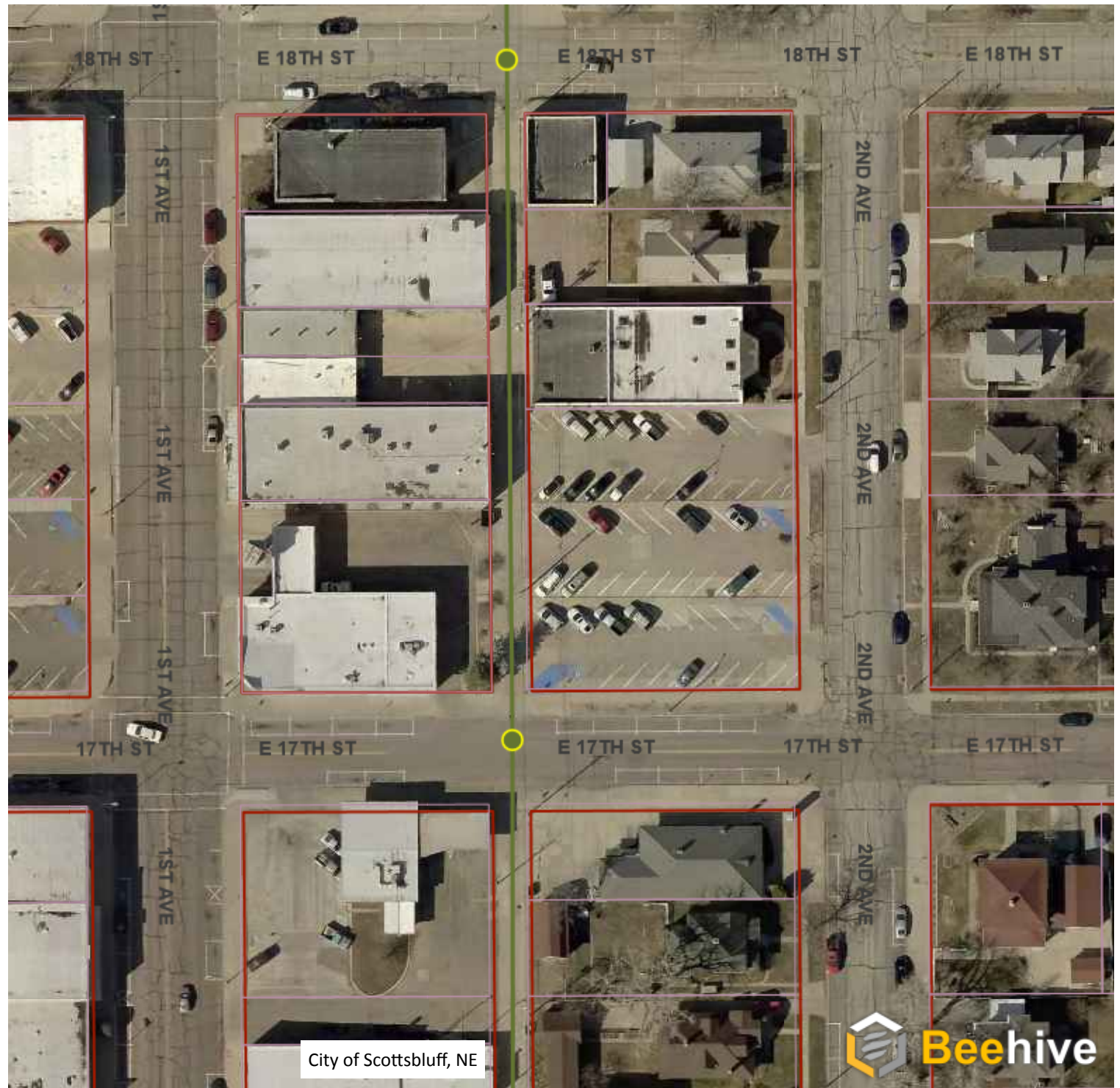
This Agreement was acknowledged before me on August __, 2019, by Raymond Gonzales, Mayor of the City of Scottsbluff, Nebraska, Seller.

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

Tuesday, September 3, 2019

Regular Meeting

Item Resolut.1

Council to consider a Resolution setting the final tax request for the 2019-2020 year at a different amount than the prior year request.

Staff Contact: Liz Hilyard, Finance Director

RESOLUTION NO. _____

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

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

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

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

1. The 2019-2020 property tax request be set at \$1,970,134 for the City of Scottsbluff.
2. The 2019-2020 property tax request be set at \$54,100 for the Business Improvement District.
3. A copy of this resolution be certified and forwarded to the County Clerk on or before October 12, 2019.

PASSED AND APPROVED this ____ day of _____, 2019.

Mayor

ATTEST:

City Clerk (seal)

City of Scottsbluff, Nebraska

Tuesday, September 3, 2019

Regular Meeting

Item Resolut.2

Council to consider an Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2019-2020.

Staff Contact: Liz Hilyard, Finance Director

ORDINANCE NO. _____

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

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

1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2019 through September 30, 2020. All sums of money contained in the budget statement are appropriated for the necessary expenses and liabilities of the City of Scottsbluff.

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

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

4. This Ordinance shall become effective upon its passage, approval and publication 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

Tuesday, September 3, 2019

Regular Meeting

Item Resolut.3

Council to approve the Resolution authorizing the signing of the Annual Certification of Program Compliance to Nebraska Board of Public Roads Classifications and Standards 2019.

Staff Contact: Mark Bohl, Public Works Director

RESOLUTION
SIGNING OF THE
MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM
2019

Resolution No. _____

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

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

Be it resolved that the Mayor ☐ Village Board Chairperson ☐ of _____
(Check one box) (Print name of jurisdiction)
is hereby authorized to sign the attached Municipal Annual Certification of Program Compliance form.

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Attest:

(Signature of Clerk)

**MUNICIPAL
ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE
TO
NEBRASKA BOARD OF PUBLIC ROADS CLASSIFICATIONS
AND STANDARDS
2019**

In compliance with the provisions of the State of Nebraska Statutes, sections 39-2115, 39-2119, 39-2120, 39-2121, and 39-2520(2), requiring annual certification of program compliance to the Board of Public Roads

Classifications and Standards, the City ☒ Village ☐ of Scottsbluff
(Check one box) (Print name of jurisdiction)

hereby certifies that it:

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



Signature of Mayor ☐ Village Board Chairperson ☐ (Required)

(Date)

Philip Mark Bohle
Signature of City Street Superintendent (Optional)

(Date)

**Return the completed original certification and resolution by
October 31, 2019 to:**

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

City of Scottsbluff, Nebraska

Tuesday, September 3, 2019

Regular Meeting

Item Resolut.4

Council to consider an Ordinance for the rezones of parcel Lot 3, Block 4, Panhandle Cooperative Subdivision currently zoned as Planned Business Center (PBC) and parcel Lot 3, Block 4, Panhandle Cooperative Subdivision currently zoned as C-2 Neighborhood Commercial to C-3 Heavy Commercial.

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOT 3, BLOCK 3, PANHANDLE COOPERATIVE SUBDIVISION, IN THE CITY OF SCOTTSBLUFF, SCOTTSBLUFF COUNTY, NEBRASKA CURRENTLY ZONED AS PLANNED BUSINESS CENTER (PBC), AND LOT 3, BLOCK 4, PANHANDLE COOPERATIVE SUBDIVISION, IN THE CITY OF SCOTTSBLUFF, SCOTTSBLUFF COUNTY, NEBRASKA CURRENTLY ZONED AS C-2 NEIGHBORHOOD COMMERCIAL, WILL BOTH NOW BE INCLUDED IN C-3 HEAVY COMMERCIAL, AND REPEALING PRIOR SECTION 25-1-4.

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

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

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

This is to certify that this is the official zoning district map described in §25-1-4 of the Scottsbluff Municipal Code, passed this ____ day of _____, 2019.

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

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

PASSED AND APPROVED on _____, 2019.

Mayor

ATTEST:

City Clerk

(Seal)

City of Scottsbluff, Nebraska

Tuesday, September 3, 2019

Regular Meeting

Item Resolut.5

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

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

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

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

— 24. — ~~"Public"~~ "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.

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(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.

— 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.

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~~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~~ 10 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 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 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 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 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

Tuesday, September 3, 2019

Regular Meeting

Item Resolut.6

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

Staff Contact: Nathan Johnson, City Manager

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

Tuesday, September 3, 2019

Regular Meeting

Item Resolut.7

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. (second reading)

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: _____

By: _____
(facsimile signature)
Mayor

_____, Paying Agent

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

Tuesday, September 3, 2019

Regular Meeting

Item Resolut.8

Council to consider action on removing from the table the 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: City Council

City of Scottsbluff, Nebraska

Tuesday, September 3, 2019

Regular Meeting

Item Resolut.9

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

Tuesday, September 3, 2019

Regular Meeting

Item Resolut.10

Council to consider action on removing from the table the 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: City Council

City of Scottsbluff, Nebraska

Tuesday, September 3, 2019

Regular Meeting

Item Resolut.11

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

Tuesday, September 3, 2019

Regular Meeting

Item Resolut.12

Council to consider the 2019-2020 Pay Resolution.

Staff Contact: Nathan Johnson, City Manager

RESOLUTION NO. ~~17-08-02~~

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

- That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved ~~August 20~~September 3, 2018~~September 3, 2018~~December 18, 2017 and effective ~~January 8, 2018~~October 1~~September 30, 2018~~September 30, 2018.

PAY SCHEDULE – GENERAL EMPLOYEES ONLY
HOURLY RATES (Based on 40 hour work week)

Grade	A	B	C	D	E	L1	L2
2	<u>8.90</u> <u>9.08</u>	<u>9.35</u> <u>9.54</u>	<u>9.82</u> <u>10.02</u>	<u>10.31</u> <u>10.52</u>	<u>10.83</u> <u>11.05</u>	<u>11.37</u> <u>11.6</u>	<u>11.94</u> <u>12.</u>
3	<u>9.54</u> <u>9.35</u>	<u>10.02</u> <u>9.82</u>	<u>10.52</u> <u>10.31</u>	<u>11.05</u> <u>10.83</u>	<u>11.60</u> <u>11.37</u>	<u>12.18</u> <u>11.9</u>	<u>12.54</u> <u>12.</u>
4	<u>10.02</u> <u>9.82</u>	<u>10.52</u> <u>10.31</u>	<u>11.05</u> <u>10.83</u>	<u>11.60</u> <u>11.37</u>	<u>12.18</u> <u>11.94</u>	<u>12.79</u> <u>12.5</u>	<u>13.17</u> <u>13.</u>
5	<u>10.52</u> <u>10.31</u>	<u>11.05</u> <u>10.83</u>	<u>11.60</u> <u>11.37</u>	<u>12.18</u> <u>11.94</u>	<u>12.79</u> <u>12.54</u>	<u>13.43</u> <u>13.1</u>	<u>14.11</u> <u>14.3</u>
6	<u>11.05</u> <u>10.83</u>	<u>11.60</u> <u>11.37</u>	<u>12.18</u> <u>11.94</u>	<u>12.79</u> <u>12.54</u>	<u>13.43</u> <u>13.17</u>	<u>14.11</u> <u>13.8</u>	<u>14.52</u> <u>14.</u>
7	<u>11.60</u> <u>11.37</u>	<u>12.18</u> <u>11.94</u>	<u>12.79</u> <u>12.54</u>	<u>13.43</u> <u>13.17</u>	<u>14.11</u> <u>13.83</u>	<u>14.81</u> <u>14.5</u>	<u>15.25</u> <u>15.</u>
8	<u>12.18</u> <u>11.94</u>	<u>12.79</u> <u>12.54</u>	<u>13.43</u> <u>13.17</u>	<u>14.11</u> <u>13.83</u>	<u>14.81</u> <u>14.52</u>	<u>15.56</u> <u>15.2</u>	<u>16.01</u> <u>16.</u>
9	<u>12.79</u> <u>12.54</u>	<u>13.43</u> <u>13.17</u>	<u>14.11</u> <u>13.83</u>	<u>14.81</u> <u>14.52</u>	<u>15.56</u> <u>15.25</u>	<u>16.33</u> <u>16.0</u>	<u>16.81</u> <u>17.</u>
10	<u>13.43</u> <u>13.17</u>	<u>14.11</u> <u>13.83</u>	<u>14.81</u> <u>14.52</u>	<u>15.56</u> <u>15.25</u>	<u>16.33</u> <u>16.01</u>	<u>17.15</u> <u>16.8</u>	<u>17.65</u> <u>18.</u>
-11	<u>14.11</u> <u>13.83</u>	<u>14.81</u> <u>14.52</u>	<u>15.56</u> <u>15.25</u>	<u>16.33</u> <u>16.01</u>	<u>17.15</u> <u>16.81</u>	<u>18.00</u> <u>17.6</u>	<u>18.53</u> <u>18.</u>
12	<u>14.81</u> <u>14.52</u>	<u>15.56</u> <u>15.25</u>	<u>16.33</u> <u>16.01</u>	<u>17.15</u> <u>16.81</u>	<u>18.00</u> <u>17.65</u>	<u>18.90</u> <u>18.5</u>	<u>19.46</u> <u>19.</u>
13	<u>15.56</u> <u>15.25</u>	<u>16.33</u> <u>16.01</u>	<u>17.15</u> <u>16.81</u>	<u>18.00</u> <u>17.65</u>	<u>18.90</u> <u>18.53</u>	<u>19.85</u> <u>19.4</u>	<u>20.43</u> <u>20.</u>
14	<u>16.33</u> <u>16.01</u>	<u>17.15</u> <u>16.81</u>	<u>18.00</u> <u>17.65</u>	<u>18.90</u> <u>18.53</u>	<u>19.85</u> <u>19.46</u>	<u>20.84</u> <u>20.4</u>	<u>21.45</u> <u>88</u>
15	<u>17.15</u> <u>16.81</u>	<u>18.00</u> <u>17.65</u>	<u>18.90</u> <u>18.53</u>	<u>19.85</u> <u>19.46</u>	<u>20.84</u> <u>20.43</u>	<u>21.88</u> <u>21.4</u>	<u>22.52</u> <u>22.</u>
16	<u>18.00</u> <u>17.65</u>	<u>18.90</u> <u>18.53</u>	<u>19.85</u> <u>19.46</u>	<u>20.84</u> <u>20.43</u>	<u>21.88</u> <u>21.45</u>	<u>22.97</u> <u>22.5</u>	<u>23.65</u> <u>24.</u>
17	<u>18.90</u> <u>18.53</u>	<u>19.85</u> <u>19.46</u>	<u>20.84</u> <u>20.43</u>	<u>21.88</u> <u>21.45</u>	<u>22.97</u> <u>22.52</u>	<u>24.12</u> <u>23.6</u>	<u>24.83</u> <u>25.</u>
18	<u>19.85</u> <u>19.46</u>	<u>20.84</u> <u>20.43</u>	<u>21.88</u> <u>21.45</u>	<u>22.97</u> <u>22.52</u>	<u>24.12</u> <u>23.65</u>	<u>25.33</u> <u>24.8</u>	<u>26.07</u> <u>26.</u>
19	<u>20.84</u> <u>20.43</u>	<u>21.88</u> <u>21.45</u>	<u>22.97</u> <u>22.52</u>	<u>24.12</u> <u>23.65</u>	<u>25.33</u> <u>24.83</u>	<u>26.59</u> <u>26.0</u>	<u>27.37</u> <u>27.</u>
20	<u>21.88</u> <u>21.45</u>	<u>22.97</u> <u>22.52</u>	<u>24.12</u> <u>23.65</u>	<u>25.33</u> <u>24.83</u>	<u>26.59</u> <u>26.07</u>	<u>27.92</u> <u>27.3</u>	<u>28.74</u> <u>29.</u>

BI-WEEKLY RATES – GENERAL EMPLOYEES

18	1553.73 84.80	1664.05 31.42	1747.25 12.99	1834.61 98.64	1926.34 88.57	2022.66 83.00	2123.79 82.15
19	1631.42 64.05	1747.25 12.99	1834.61 98.64	1926.34 88.57	2022.66 83.00	2123.79 82.15	2229.99 86.26
20	1712.99 47.25	1834.61 98.64	1926.34 88.57	2022.66 83.00	2123.79 82.15	2229.99 86.26	2341.48 95.57
21	1798.64 34.61	1926.34 88.57	2022.66 83.00	2123.79 82.15	2229.99 86.26	2341.48 95.57	2458.56 10.35
22	1888.57 26.34	2022.66 83.00	2123.79 82.15	2229.99 86.26	2341.48 95.57	2458.56 10.35	2581.49 30.87
23	1983.00 22.66	2123.79 82.15	2229.99 86.26	2341.48 95.57	2458.56 10.35	2581.49 30.87	2710.56 57.41
24	2082.15 23.79	2229.99 86.26	2341.48 95.57	2458.56 10.35	2581.49 30.87	2710.56 57.41	2846.09 90.28
25	2186.26 29.99	2341.48 95.57	2458.56 10.35	2581.49 30.87	2710.56 57.41	2846.09 90.28	2988.39 29.79
26	2295.57 41.48	2458.56 10.35	2581.49 30.87	2710.56 57.41	2846.09 90.28	2988.39 29.79	3137.81 76.28
27	2410.35 58.56	2581.49 30.87	2710.56 57.41	2846.09 90.28	2988.39 29.79	3137.81 76.28	3294.69 30.09
28	2530.87 81.49	2710.56 57.41	2846.09 90.28	2988.39 29.79	3137.81 76.28	3294.69 30.09	3459.43 91.60
29	2657.41 10.56	2846.09 90.28	2988.39 29.79	3137.81 76.28	3294.69 30.09	3459.43 91.60	3632.40 61.18
30	2790.28 46.09	2988.39 29.79	3137.81 76.28	3294.69 30.09	3459.43 91.60	3632.40 61.18	3814.02 39.24
31	2929.79 88.39	3137.81 76.28	3230.09 94.69	3391.60 59.43	3561.18 32.40	3739.24 14.02	3926.20 04.72

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2. That the following positions in the Classification Plan are assigned to the following Class Grades:

HOURLY POSITIONS – GENERAL EMPLOYEES ONLY

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
<u>7</u>	<u>Library Technician</u>	<u>13</u>	<u>Maintenance Worker – Parks, Cemetery</u>
<u>7</u>	<u>Waterpark Manager</u>	<u>15</u>	<u>Crew Leader</u>
<u>9</u>	<u>Building & Grounds Custodian</u>	<u>18</u>	<u>Utilities Administrative Coordinator</u>
<u>9</u>	<u>Compliance Officer</u>	<u>18</u>	<u>Account Clerk - Finance</u>
<u>10</u>	<u>Library Assistant</u>	<u>18</u>	<u>Admin. Assist. - Police Department</u>
<u>11</u>	<u>Record Technician</u>	<u>19</u>	<u>Cemetery Supervisor</u>
<u>11</u>	<u>Humane Officer</u>	<u>20</u>	<u>Fire Prevention Officer</u>
<u>12</u>	<u>Administrative Services Assistant</u>	<u>20</u>	<u>Code Administrator I</u>
<u>12</u>	<u>Administrative Records Technician</u>	<u>20</u>	<u>Deputy City Clerk</u>
<u>13</u>	<u>Account Clerk</u>	<u>20</u>	<u>Payroll Clerk/Benefit Administrator</u>
<u>13</u>	<u>Administrative Assistant</u>		
<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
<u>7</u>	<u>Library Technician</u>	<u>15</u>	<u>Crew Leader</u>
<u>7</u>	<u>Waterpark Manager</u>	<u>16</u>	<u>Maintenance Mechanic</u>

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9	Building & Grounds Custodian	16	Fire Prevention Officer
9	Compliance Officer	17	Wastewater Plant Operator II
10	Library Assistant	17	Water System Operator II
11	Record Technician	17	Construction Locator Specialist
11	Humane Officer	18	Utilities Administrative Coordinator
12	Administrative Services Assistant	18	Account Clerk—Finance
12	Administrative Records Technician	18	Admin. Assist.—Police Department
13	Account Clerk	18	Lead Maintenance Mechanic
13	Administrative Assistant	18	Cemetery Supervisor
13	Maintenance Worker	19	Stormwater Program Specialist
13	Motor Equipment Operator	20	Code Administrator I
14	Wastewater Plant Operator I	20	Deputy City Clerk
14	Water System Operator I	20	Payroll Clerk/Benefit Administrator
14	Heavy Equipment Operator		
14	Solid Waste Equip.-Operator		

EXEMPT POSITIONS

Professional, Administrative and Executive

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
18	Librarian	26	Deputy Director of Finance
19	Recreation Supervisor	26	Deputy Director of Public Works
20	GIS Analyst	27	Director of Economic Development
22	Transportation Supervisor	27	Police Captain
22	Water System Supervisor	27	Director of Human Resources
22	Wastewater Plant Supervisor	29	Director of Public Works
22	Environmental Services Supervisor	29	Fire Chief
22	Code Administrator II	30	Police Chief
23	Planning Administrator	31	Director of Finance
24	City Clerk/Risk Manager		
24	Library Director		
24	Emergency Management Director		
24	Park Supervisor		

3. That the following pay schedule for officers and employees in Unclassified Positions of the city is approved ~~August 20, 2018~~ ~~September 3, 2019~~ ~~September 5, 2016~~ and effective ~~October 3, 2016~~ ~~October 1, 2018~~.

<u>Position</u>	<u>Salary Minimum</u>	<u>Salary Maximum</u>
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City Manager

Established by City Council

**Seasonal and Part-time
Hourly Rates**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
School Crossing Guard	\$9.00 <u>20</u>	\$9.50 <u>70</u>	\$10.00 <u>20</u>	\$10.20 <u>40</u>	\$10.40 <u>60</u>	\$10.60 <u>80</u>	\$10.80 <u>11.00</u>
Library Page	\$9.00 <u>20</u>	\$9.70 <u>50</u>	\$10.20 <u>00</u>	\$10.40 <u>20</u>	\$10.60 <u>40</u>	\$10.80 <u>60</u>	\$11.00 <u>10.80</u>
Laborer	\$9.00 <u>20</u>	\$9.70 <u>50</u>	\$10.20 <u>00</u>	\$10.40 <u>20</u>	\$10.60 <u>40</u>	\$10.80 <u>60</u>	\$11.00 <u>10.80</u>
Field Mntc. Groundskeeper	\$9.40 <u>60</u>	\$9.90 <u>10.10</u>	\$10.40 <u>60</u>	\$10.80 <u>60</u>	\$10.80 <u>11.00</u>	\$11.20 <u>00</u>	\$11.42 <u>00</u>

Waterpark Aide	\$9.20 <u>\$9.00</u>	\$9.70 <u>\$9.50</u>	\$10.20 <u>\$10.00</u>	\$10.40 <u>\$10.20</u>	\$10.60 <u>\$10.40</u>	\$10.80 <u>\$10.60</u>	\$11.00 <u>\$10.80</u>
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*Lifeguard	\$9.20 <u>\$9.00</u>	\$9.70 <u>\$9.50</u>	\$10.20 <u>\$10.00</u>	\$10.40 <u>\$10.20</u>	\$10.60 <u>\$10.40</u>	\$10.80 <u>\$10.60</u>	\$11.00 <u>\$10.80</u>

*Lifeguard with Nebraska Certified Pool Operator's License & assigned to the maintenance of the waterpark facility will receive an additional 30 cents per hour.

NOTE: Pay step increase may be given after one year of service from hire date, at the discretion of the Department Head.

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4. The Pay Schedule for the position of Firefighters, Fire Lieutenants and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the Mayor and City Council on August 7, 2017~~2018~~September 3, 2019 and effective October 2, 2017~~2018~~September 30, 20189.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 hour week)</u>							
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
Firefighter	13.95	14.65	15.38	16.15	16.96	17.81	18.70	<u>19.64</u>
<u>Fire Lieutenant</u>	<u>16.04</u>	<u>16.85</u>	<u>17.68</u>	<u>18.57</u>	<u>19.50</u>	<u>20.48</u>	<u>21.50</u>	<u>22.58</u>
Fire Captain	18.07	18.97	19.92	20.92	21.97	23.07	24.22	<u>25.43</u>

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5. That the Pay Schedule for the position of Patrol Officer, Corporal and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on August 7, 2017~~2018~~September 3, 2019 to be effective October 2, 2017~~2018~~September 30, 20189.

<u>Class Title</u>	<u>Hourly Pay Schedule</u>						
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Patrol Officer	<u>19.30</u>	<u>20.27</u>	<u>21.28</u>	<u>22.34</u>	<u>23.46</u>	<u>24.63</u>	<u>25.86</u>
	<u>19.49</u>	<u>20.47</u>	<u>21.49</u>	<u>22.56</u>	<u>23.70</u>	<u>24.88</u>	<u>26.12</u>
Police Corporal	<u>20.91</u>	<u>21.96</u>	<u>23.06</u>	<u>24.21</u>	<u>25.42</u>	<u>26.69</u>	<u>28.03</u>
	<u>21.12</u>	<u>22.18</u>	<u>23.29</u>	<u>24.45</u>	<u>25.67</u>	<u>26.96</u>	<u>28.31</u>
Police Sergeant	<u>23.06</u>	<u>24.21</u>	<u>25.42</u>	<u>26.69</u>	<u>28.03</u>	<u>29.43</u>	<u>30.90</u>
	<u>23.29</u>	<u>24.45</u>	<u>25.67</u>	<u>26.96</u>	<u>28.31</u>	<u>29.72</u>	<u>31.21</u>

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6. That the following positions in the Classification Plan are assigned to the following Class Grades:

HOURLY POSITIONS – IBEW UNION ELIGIBLE POSITIONS

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
<u>13</u>	<u>Maintenance Worker - Water</u>	<u>16</u>	<u>Maintenance Mechanic</u>
<u>13</u>	<u>Maintenance Worker - Wastewater</u>	<u>17</u>	<u>Wastewater Plant Operator II</u>
<u>13</u>	<u>Transportation - Motor Equipment Operator</u>	<u>17</u>	<u>Water System Operator II</u>
<u>14</u>	<u>Wastewater Plant Operator I</u>	<u>17</u>	<u>Construction-Locator Specialist</u>
<u>14</u>	<u>Water System Operator I</u>	<u>18</u>	<u>Lead Maintenance Mechanic</u>
<u>14</u>	<u>Transportation - Heavy Equipment Operator</u>	<u>19</u>	<u>Stormwater Program Specialist</u>
<u>14</u>	<u>Solid Waste Equipment Operator</u>		

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7. That the following Pay Schedule for the above listed IBEW eligible positions of the City of Scottsbluff, Nebraska employed in Classified Positions be approved September 3, 2019 and effective September 30, 2019.

PAY SCHEDULE – IBEW ELIGIBLE EMPLOYEES ONLY HOURLY RATES (Based on 40 hour work week)

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<u>Grade</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>L1</u>	<u>L2</u>
<u>13</u>	<u>15.25</u>	<u>16.01</u>	<u>16.81</u>	<u>17.65</u>	<u>18.53</u>	<u>19.46</u>	<u>20.43</u>
<u>14</u>	<u>16.01</u>	<u>16.81</u>	<u>17.65</u>	<u>18.53</u>	<u>19.46</u>	<u>20.43</u>	<u>21.45</u>
<u>16</u>	<u>17.65</u>	<u>18.53</u>	<u>19.46</u>	<u>20.43</u>	<u>21.45</u>	<u>22.52</u>	<u>23.65</u>
<u>17</u>	<u>18.53</u>	<u>19.46</u>	<u>20.43</u>	<u>21.45</u>	<u>22.52</u>	<u>23.65</u>	<u>24.83</u>
<u>18</u>	<u>19.46</u>	<u>20.43</u>	<u>21.45</u>	<u>22.52</u>	<u>23.65</u>	<u>24.83</u>	<u>26.07</u>
<u>19</u>	<u>20.43</u>	<u>21.45</u>	<u>22.52</u>	<u>23.65</u>	<u>24.83</u>	<u>26.07</u>	<u>27.37</u>

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6-8. Resolution No. 17-08-02 and all other resolutions in conflict with this resolution are repealed.

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Passed and approved this 18th 20^{3rd} day of ~~December, 2017~~ August, 2018 of ~~September, 2019~~.

Mayor

ATTEST:

City Clerk

RESOLUTION NO.

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

1. That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved September 3, 2019 and effective September 30, 2019.

**PAY SCHEDULE – GENERAL EMPLOYEES ONLY
HOURLY RATES (Based on 40 hour work week)**

<u>Grade</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>L1</u>	<u>L2</u>
2	9.08	9.54	10.02	10.52	11.05	11.60	12.18
3	9.54	10.02	10.52	11.05	11.60	12.18	12.79
4	10.02	10.52	11.05	11.60	12.18	12.79	13.43
5	10.52	11.05	11.60	12.18	12.79	13.43	14.11
6	11.05	11.60	12.18	12.79	13.43	14.11	14.81
7	11.60	12.18	12.79	13.43	14.11	14.81	15.56
8	12.18	12.79	13.43	14.11	14.81	15.56	16.33
9	12.79	13.43	14.11	14.81	15.56	16.33	17.15
10	13.43	14.11	14.81	15.56	16.33	17.15	18.00
11	14.11	14.81	15.56	16.33	17.15	18.00	18.90
12	14.81	15.56	16.33	17.15	18.00	18.90	19.85
13	15.56	16.33	17.15	18.00	18.90	19.85	20.84
14	16.33	17.15	18.00	18.90	19.85	20.84	21.88
15	17.15	18.00	18.90	19.85	20.84	21.88	22.97
16	18.00	18.90	19.85	20.84	21.88	22.97	24.12
17	18.90	19.85	20.84	21.88	22.97	24.12	25.33
18	19.85	20.84	21.88	22.97	24.12	25.33	26.59
19	20.84	21.88	22.97	24.12	25.33	26.59	27.92
20	21.88	22.97	24.12	25.33	26.59	27.92	29.31

BI-WEEKLY RATES – GENERAL EMPLOYEES

18	1584.80	1664.05	1747.25	1834.61	1926.34	2022.66	2123.79
19	1664.05	1747.25	1834.61	1926.34	2022.66	2123.79	2229.99
20	1747.25	1834.61	1926.34	2022.66	2123.79	2229.99	2341.48
21	1834.61	1926.34	2022.66	2123.79	2229.99	2341.48	2458.56
22	1926.34	2022.66	2123.79	2229.99	2341.48	2458.56	2581.49
23	2022.66	2123.79	2229.99	2341.48	2458.56	2581.49	2710.56
24	2123.79	2229.99	2341.48	2458.56	2581.49	2710.56	2846.09
25	2229.99	2341.48	2458.56	2581.49	2710.56	2846.09	2988.39
26	2341.48	2458.56	2581.49	2710.56	2846.09	2988.39	3137.81
27	2458.56	2581.49	2710.56	2846.09	2988.39	3137.81	3294.69
28	2581.49	2710.56	2846.09	2988.39	3137.81	3294.69	3459.43
29	2710.56	2846.09	2988.39	3137.81	3294.69	3459.43	3632.40
30	2846.09	2988.39	3137.81	3294.69	3459.43	3632.40	3814.02
31	2988.39	3137.81	3294.69	3459.43	3632.40	3814.02	4004.72

2. That the following positions in the Classification Plan are assigned to the following Class Grades:

HOURLY POSITIONS – GENERAL EMPLOYEES ONLY

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
7	Library Technician	13	Maintenance Worker – Parks, Cemetery
7	Waterpark Manager	15	Crew Leader
9	Building & Grounds Custodian	18	Utilities Administrative Coordinator
9	Compliance Officer	18	Account Clerk - Finance
10	Library Assistant	18	Admin. Assist. - Police Department
11	Record Technician	19	Cemetery Supervisor
11	Humane Officer	20	Fire Prevention Officer
12	Administrative Services Assistant	20	Code Administrator I
12	Administrative Records Technician	20	Deputy City Clerk
13	Account Clerk	20	Payroll Clerk/Benefit Administrator
13	Administrative Assistant		

EXEMPT POSITIONS

Professional, Administrative and Executive

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
18	Librarian	26	Deputy Director of Finance
19	Recreation Supervisor	26	Deputy Director of Public Works
20	GIS Analyst	27	Director of Economic Development
22	Transportation Supervisor	27	Police Captain
22	Water System Supervisor	27	Director of Human Resources
22	Wastewater Plant Supervisor	29	Director of Public Works
22	Environmental Services Supervisor	29	Fire Chief
22	Code Administrator II	30	Police Chief
23	Planning Administrator	31	Director of Finance
24	City Clerk/Risk Manager		
24	Library Director		
24	Emergency Management Director		
24	Park Supervisor		

3. That the following pay schedule for officers and employees in Unclassified Positions of the city is approved September 3, 2019 and effective October 1, 2019.

<u>Position</u>	<u>Salary Minimum</u>	<u>Salary Maximum</u>
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City Manager Established by City Council

**Seasonal and Part-time
Hourly Rates**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
School Crossing Guard	\$9.20	\$9.70	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
Library Page	\$9.20	\$9.70	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
Laborer	\$9.20	\$9.70	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
Field Mntc. Groundskeeper	\$9.60	\$10.10	\$10.60	\$10.80	\$11.00	\$11.20	\$11.40

Waterpark Aide	\$9.20	\$9.70	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00
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*Lifeguard	\$9.20	\$9.70	\$10.20	\$10.40	\$10.60	\$10.80	\$11.00

*Lifeguard with Nebraska Certified Pool Operator's License & assigned to the maintenance of the waterpark facility will receive an additional 30 cents per hour.

NOTE: Pay step increase may be given after one year of service from hire date, at the discretion of the Department Head.

4. The Pay Schedule for the position of Firefighters, Fire Lieutenants and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the Mayor and City Council on September 3, 2019 and effective September 30, 2019.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 hour week)</u>							
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
Firefighter	13.95	14.65	15.38	16.15	16.96	17.81	18.70	19.64
Fire Lieutenant	16.04	16.85	17.68	18.57	19.50	20.48	21.50	22.58
Fire Captain	18.07	18.97	19.92	20.92	21.97	23.07	24.22	25.43

5. That the Pay Schedule for the position of Patrol Officer, Corporal and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on September 3, 2019 to be effective September 30, 2019.

<u>Class Title</u>	<u>Hourly Pay Schedule</u>						
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Patrol Officer	19.49	20.47	21.49	22.56	23.70	24.88	26.12
Police Corporal	21.12	22.18	23.29	24.45	25.67	26.96	28.31
Police Sergeant	23.29	24.45	25.67	26.96	28.31	29.72	31.21

6. That the following positions in the Classification Plan are assigned to the following Class Grades:

HOURLY POSITIONS – IBEW UNION ELIGIBLE POSITIONS

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
13	Maintenance Worker - Water	16	Maintenance Mechanic
13	Maintenance Worker - Wastewater	17	Wastewater Plant Operator II
13	Transportation - Motor Equipment Operator	17	Water System Operator II
14	Wastewater Plant Operator I	17	Construction-Locator Specialist
14	Water System Operator I	18	Lead Maintenance Mechanic
14	Transportation - Heavy Equipment Operator	19	Stormwater Program Specialist
14	Solid Waste Equipment Operator		

7. That the following Pay Schedule for the above listed IBEW eligible positions of the City of Scottsbluff, Nebraska employed in Classified Positions be approved September 3, 2019 and effective September 30, 2019.

PAY SCHEDULE – IBEW ELIGIBLE EMPLOYEES ONLY **HOURLY RATES (Based on 40 hour work week)**

<u>Grade</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>L1</u>	<u>L2</u>
13	15.25	16.01	16.81	17.65	18.53	19.46	20.43
14	16.01	16.81	17.65	18.53	19.46	20.43	21.45
16	17.65	18.53	19.46	20.43	21.45	22.52	23.65
17	18.53	19.46	20.43	21.45	22.52	23.65	24.83
18	19.46	20.43	21.45	22.52	23.65	24.83	26.07
19	20.43	21.45	22.52	23.65	24.83	26.07	27.37

8. **Resolution No.** and all other resolutions in conflict with this resolution are repealed.

Passed and approved this 3rd day of September, 2019.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Tuesday, September 3, 2019

Regular Meeting

Item Resolut.13

Council to consider a Resolution regarding the application for federal assistance from the Land and Water Conservation Fund program for the purpose of building improvements at the 23 Club Baseball Field.

Staff Contact: Nathan Johnson, City Manager

RESOLUTION ON ACQUISITION OR DEVELOPMENT FOR OUTDOOR RECREATION

The (City, Village or Other) of _____, Nebraska proposes to apply for federal assistance from the Land and Water Conservation Fund program for the purpose of (description of project).

The (Mayor, Chairperson of the Board, or designated Project Official) is authorized to sign documents to obtain financial assistance, including a Project Agreement with the State of Nebraska and the National Park Service.

The (City, Village or Other) of _____, Nebraska will, within thirty (30) days following federal approval, obtain the necessary consultant or appraisal service for this project as directed and as required by Nebraska Game and Parks Commission staff.

The (City, Village or Other) of _____, Nebraska has budgeted or currently has available its 50 percent match of the proposed total project funds and will allocate these funds toward this project upon project approval by the Nebraska Game and Parks Commission.

The (City, Village or Other) of _____, Nebraska has the financial capability to operate and maintain the completed project and park property in a safe, attractive and sanitary manner.

The (City, Village or Other) of _____, Nebraska will not discriminate against any person on the basis of race, color, age, religion, disability, sex or national origin in the use of any property or facility acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 (1964), and any of the regulations promulgated pursuant to such Act by the Secretary of the interior and contained in 43 CFR 17.

No property acquired and/or developed under this project shall, without the approval of the Nebraska Game and Parks Commission and the Secretary of the Interior, be converted to other than public outdoor recreation use. And, such approval may be granted only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP), and only upon such conditions as deemed necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location.

The (City, Village or Other) of _____, Nebraska will replace the land in the event of a conversion in use in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965, as amended.

The (City, Village or Other) of _____, Nebraska agrees to comply with all State and Federal requirements and standards where they can be applied in making the facilities developed under this project, and all future projects, accessible to and usable by the disabled.

This is to certify that this resolution is a true copy of the original document that was adopted and passed by the (City, Village or Other) of _____, Nebraska at a duly advertised public meeting held this _____ day of _____, 20____.

(Mayor/Chairperson of the Board Signature)

Attest (Clerk)

Note: Resolution must be signed and sealed.

**LAND AND WATER CONSERVATION FUND
PROJECT APPLICATION SUMMARY**

1. PROJECT/SITE INFORMATION

Project Title: _____
 Park 911 Address (including nine digit zip code): _____
 Park Name: _____ Acreage of Park Property: _____
 Previous LWCF Funding at Site? No: ☐ Yes: ☐ If yes, List LWCF Project #s: _____

2. TYPE OF PROJECT

☐ Acquisition (appraisals required) ☐ Development ☐ Combination # of Acres Acquired: _____

3. APPLICANT CONTACT INFORMATION

Agency/Sub-Division: _____ Contact Person: _____
 Email: _____ Telephone Number: _____
 Federal ID#: _____ Contact Title: _____
 Applicant Mailing Address: _____
 City: _____ Zip Code: _____ County: _____

4. DESCRIPTION, COSTS AND SPONSOR MATCH

Project Description: (Maximum of 500 characters summarizing the project and use of LWCF Funds)

Project Cost	Amount	Source of Sponsor Match	Amount
Total Estimated Project Cost:		Source:	
Federal LWCF Assistance Request:		Source:	
Sponsor Match:		Source:	

Does the sponsor Currently have the 50% match on hand? Yes ☐ No ☐

5. SIGNATURE

The Applicant certifies the information contained in this application and all supporting project documents are, to the best of my knowledge, both true and accurate; and that this application is being submitted pursuant to official action of the governing body of the project sponsor. The Applicant further agrees to conform with the Americans with Disabilities and Civil Rights Acts, as well as keeping the Project Site open to the public for outdoor recreation in perpetuity and completing the 5 Year Post Completion Inspections.

 Applicant Signature Date Applicant Name and Title
(Signature should be from Mayor, Chairperson of the Board, or Political Subdivision employee designated as the project coordinator)

Knowingly and willfully providing inaccurate or insufficient information is automatic withdrawal of this project from consideration by the Nebraska Game and Parks Commission.

GRANT PROPOSAL OVERVIEW

1. Describe the **scope of the proposed project** and the recreational benefits. Include a description of the location of the project site, and any facilities or improvements on the project site.

2. Describe the purpose and justification of the proposed project, **including the local need** for the project.

3. Describe the quality and environment of the project site. The history of the site, future of site without implementation of the proposed project, environmental intrusions, etc.

4. List and describe, if any, interrelationships with other federal, state, or local projects are there? Also list and describe any public-private partnerships beyond letters of support.

BUDGET SHEET

A budget must be included with your application. Include a narrative of how the LWCF funds will be used and identify the sources of match funds for the entire project. Use the table below along with your narrative (preferred), or include your own budget sheet if more space is needed. Please attach any cost estimates.

Budget Narrative:

Budget Category/Item	Total Cost
Total Project Costs:	
LWCF Request (no more than 50% of total cost):	

PROPOSAL DESCRIPTION AND ENVIRONMENTAL SCREENING FORM

The purpose of this Proposal Description and Environmental Screening Form (PD/ESF) is to provide descriptive and environmental information about a variety of Land and Water Conservation Fund (LWCF) state assistance proposals submitted for National Park Service (NPS) review and decision. The completed PD/ESF becomes part of the “federal administrative record” in accordance with the National Environmental Policy Act (NEPA) and its implementing regulations. The PD portion of the form captures administrative and descriptive details enabling the NPS to understand the proposal. The ESF portion is designed for States and/or project sponsors to use while the LWCF proposal is under development. Upon completion, the ESF will indicate the resources that could be impacted by the proposal enabling States and/or project sponsors to more accurately follow an appropriate pathway for NEPA analysis: 1) a recommendation for a Categorical Exclusion (CE), 2) production of an Environmental Assessment (EA), or 3) production of an Environmental Impact Statement (EIS). The ESF should also be used to document any previously conducted yet still viable environmental analysis if used for this federal proposal. The completed PD/ESF must be submitted as part of the State’s LWCF proposal to NPS.

If needed, use a separate sheet/file for narrative descriptions and explanations, address each item and question in the order it is presented, and identify each response with its item number such as Step 1-A1, A2; Step 3-B1; Step 6-A1, A29; etc.

Step 1. Type of LWCF Proposal

New Project Application

☐

Acquisition
Go to Step 2A

☐

Development
Go to Step 2B

☐

Combination (Acquisition & Development)
Go to Step 2C

Step 2. New Project Application (See LWCF Manual for guidance)

A. For an Acquisition Project

1. Provide a brief narrative about the proposal that provides the reasons for the acquisition, the number of acres to be acquired with LWCF assistance, and a description of the property. Describe and quantify the types of existing resources and features on the site (for example, 50 acres wetland, 2,000 feet beachfront, 200 acres forest, scenic views, 100 acres riparian, vacant lot, special habitat, any unique or special features, recreation amenities, historic/cultural resources, hazardous materials/ contamination history, restrictions, institutional controls, easements, rights-of-way, above ground/underground utilities, including wires, towers, etc.).

2. How and when will the site be made open and accessible for public outdoor recreation use (signage, entries, parking, site improvements, allowable activities, etc.)?

3. Describe development plans for the proposal for the site(s) for public outdoor recreation use within the next three (3) years.

4. SLO must complete the State Appraisal/Waiver Valuation Review form in Step 7 certifying that the appraisal(s) has been reviewed and meets the "Uniform Appraisal Standards for Federal Land Acquisitions" or a waiver valuation was approved per 49 CFR 24.102(c)(2)(ii). State should retain copies of the appraisals and make them available if needed.

5. Address each item in "D" below.

B. For a Development Project

1. Describe the physical improvements and/or facilities that will be developed with federal LWCF assistance, including a site sketch depicting improvements, where and how the public will access the site, parking, etc. Indicate entrances on 6(f) map. Indicate to what extent the project involves new development, rehabilitation, and/or replacement of existing facilities.

2. When will the project be completed and open for public outdoor recreation use?

3. Address each item in "D" below.

C. For a Combination Project

1. For the acquisition part of the proposal:

- a. Provide a brief narrative about the proposal that provides the reasons for the acquisition, number of acres to be acquired with LWCF assistance, and describes the property. Describe and quantify the types of existing resources and features on the site (for example, 50 acres wetland, 2,000 feet beachfront, 200 acres forest, scenic views, 100 acres riparian, vacant lot, special habitat, any unique or special features, recreation amenities, historic/cultural resources, hazardous materials/ contamination history, restrictions, institutional controls, easements, rights-of-way, above ground/underground utilities, including wires, towers, etc.)

b. How and when will the site be made open and accessible for public outdoor recreation use (signage, entries, parking, site improvements, allowable activities, etc.)?

c. Describe development plans for the proposed for the site(s) for public outdoor recreation use within the next three (3) years.

d. SLO must complete the State Appraisal/Waiver Valuation Review form in Step 7 certifying that the appraisal(s) has been reviewed and meets the "Uniform Appraisal Standards for Federal Land Acquisitions" or a waiver valuation was approved per 49 CFR 24.102(c)(2)(ii). State should retain copies of the appraisals and make them available if needed.

2. For the development part of the proposal:

a. Describe the physical improvements and/or facilities that will be developed with federal LWCF assistance, including a site sketch depicting improvements, where and how the public will access the site, parking, etc. Indicate entrances on 6(f) map. Indicate to what extent the project involves new development, rehabilitation, and/or replacement of existing facilities.

b. When will the project be completed and open for public outdoor recreation use?

3. Address each item in "D" below.

D. For all Projects

1. Will this proposal create a new public park/recreation area where none previously existed and is not an addition to an existing public park/recreation area?

☐

Yes (go to #3)

☐

No (go to #2)

2. a. What is the name of the pre-existing public area that this new site will be added to?

- b. Is the pre-existing public park/recreation area already protected under Section 6(f)?

☐

Yes

☐

No

If no, will it now be included in the 6(f) boundary?

☐

Yes

☐

No

3. What will be the name of this new public park/recreation area?

4. a. Who will hold title to the property assisted by LWCF? Who will manage and operate the site(s)? Please include Certificate of Title and/or Deed, or Title Insurance, or Title Opinion and Legal Plat to compliment the legal description.

- b. What is the sponsor's type of ownership and control of the property?

☐

Fee simple ownership

☐

Less than fee simple. Explain:

☐

Lease. Describe lease terms including renewable clauses, # of years remaining on lease, etc.

Who will lease area? Submit copy of lease with this PD/ESF. (See LWCF Manual for **program restrictions** for leases and further guidance)

5. Describe the nature of any rights-of-way, easements, reversionary interests, etc. to the Section 6(f) park area? Indicate the location on 6(f) map. Do parties understand that a Section 6(f) conversion may occur if private or non-recreation activities occur on any pre-existing right-of-way, easement, leased area?

6. Are overhead utility lines present, and if so, explain how they will be treated per LWCF Manual.

7. As a result of this project, describe new types of outdoor recreation opportunities and capacities, and short and long term public benefits.

8. Explain any existing non-recreation and non-public uses that will continue on the site(s) and/or proposed for the future within the 6(f) boundary.

9. Describe the planning process that led to the development of this proposal. Your narrative should address:

- a. How was the interested and affected public notified and provided opportunity to be involved in planning for and developing your LWCF proposal? Who was involved and how were they able to review the completed proposal, including any state, local, federal agency professionals, subject matter experts, members of the public and Indian Tribes. Describe any public meetings held and/or formal public comment periods, including dates and length of time provided for the public to participate in the planning process and/or to provide comments on the completed proposal.

- b. What information was made available to the public for review and comment? Did the sponsor provide written responses addressing the comments? If so, include responses with this PD/ESF submission.

10. How does this proposal implement or directly relate to statewide outdoor recreation goals as presented in the Statewide Comprehensive Outdoor Recreation Plan (SCORP) (include references).

<http://outdoornebraska.gov/wp-content/uploads/2015/12/SCORP-2016-2020-COMPILED-WEB-FILE.pdf>

11. List all source(s) and amounts of financial match to the LWCF federal share of the project. The value of the match can consist of cash, donation, and in-kind contributions. The federal LWCF share and financial matches must result in a viable outdoor recreation area and not rely on other funding not mentioned here. Other federal resources may be used as a match if specifically authorized by law.

Source	Type of Match	Amount

12. Is this LWCF project scope part of a larger effort not reflected as a part of this application? If so, briefly describe the larger effort, funding amount(s) and source(s). This will capture information about partnerships and how LWCF plays a role in leveraging funding for projects beyond the scope of this federal grant.

13. List all required federal, state, and local permits/approvals needed for the proposal and explain their purpose and status.

Summary of Previous Environmental Review (including Executive Order 12372 Intergovernmental Review)

To avoid duplication of effort and unnecessary delays, describe any prior environmental review undertaken at any time and still viable for this proposal or related efforts that could be useful for understanding potential environmental impacts. Consider previous local, state, federal (e.g. HUD, EPA, USFWS, FHWA, DOT) and any other environmental reviews. At a minimum, address the following:

1. Date of environmental review(s), purpose for the environmental review(s) and for whom they were conducted.
2. Description of the proposed action and alternatives.
3. Who was involved in identifying resource impact issues and developing the proposal including the interested and affected public, government agencies, and Indian tribes?
4. Environmental resources analyzed and determination of impacts for proposed actions and alternatives.
5. Any mitigation measures to be part of the proposed action.

6. Intergovernmental Review Process (Executive Order 12372)

Does the State have an Intergovernmental Review Process? Yes: ☐ No: ☐ If Yes, has the LWCF Program been selected for review under the State Intergovernmental Review Process? Yes: ☐ No: ☐ If yes, was this proposal reviewed by the appropriate State, metropolitan, regionals, and local agencies, and if so, attach any information and comments received about this proposal. If the proposal was not reviewed, explain why not.

7. Public comment periods (how long, when in the process, who was invited to comment) and agency response.

8. Any formal decision and supporting reasons regarding degree of potential impacts to the human environment.

9. Was this proposed LWCF federal action and/or any other federal actions analyzed/reviewed in any of the previous environmental reviews? Yes: ☐ No: ☐ If so, what was analyzed and what impacts were identified? Provide specific environmental review document references.

Use resource impact information generated during previous environmental reviews described above and from recently conducted site inspections to complete the Environmental Screening Form (ESF) portion of this PD/ESF under Step 6. Your ESF responses should indicate your proposal's potential for impacting each resource as determined in the previous environmental review(s), and include a reference to where the analysis can be found in an earlier environmental review document. If the previous environmental review documents contain proposed actions to mitigate impacts, briefly summarize the mitigation for each resource as appropriate. The appropriate references for previous environmental review document(s) must be documented on the ESF, and the actual document(s) along with this PD/ESF must be included in the submission for NPS review.

ENVIRONMENTAL SCREENING FORM (ESF)

This portion of the PD/ESF is a working tool used to identify the level of environmental documentation which must accompany the proposal submission to the NPS. By completing the ESF, the project sponsor is providing support for its recommendation that the proposal **either**:

- ☐ 1. Meets criteria to be categorically excluded (CE) from further NEPA review and no additional environmental documentation is necessary
Or
☐ 2. Requires further analysis through an environmental assessment (EA) or an environmental impact statement (EIS).

An ESF alone does not constitute adequate environmental documentation unless a CE is recommended. If an EA is required, the EA process and resulting documents must be included in the proposal submission to the NPS. If an EIS may be required, the State must request NPS guidance on how to proceed.

The scope of the required environmental analysis will vary according to the type of LWCF proposal. For example, the scope for a new LWCF project will differ from the scope for a conversion. Consult the LWCF Manual for guidance on defining the scope or extent of environmental analysis needed for your LWCF proposal. As early as possible in your planning process, consider how your proposal/project may have direct, indirect and cumulative impacts on the human environment for your type of LWCF action so planners have an opportunity to design alternatives to lessen impacts on resources, if appropriate. When used as a planning tool in this way, the ESF responses may change as the proposal is revised until it is ready for submission for federal review. Initiating or completing environmental analysis after a decision has been made is contrary to both the spirit and letter of the law of the NEPA.

The ESF should be completed with input from resource experts and in consultation with relevant local, state, tribal and federal governments, as applicable. The interested and affected public should be notified of the proposal and be invited to participate in scoping out the proposal (see LWCF Manual Chapter 4). At a minimum, a site inspection of the affected area must be conducted by individuals, who are familiar with the type of affected resources, possess the ability to identify potential resource impacts, and to know when to seek additional data when needed.

At the time of proposal submission to NPS for federal review, the completed ESF must justify the NEPA pathway that was followed: CE recommendation, production of an EA, or production of an EIS. The resource topics and issues identified on the ESF for this proposal must be presented and analyzed in an attached EA/EIS. Consult the LWCF Manual for further guidance on LWCF and NEPA.

The ESF contains two parts that must be completed:

Part A. Environmental Resources Part B. Mandatory Criteria

Part A: For each environmental resource topic, choose an impact estimate level (none, negligible, minor, exceeds minor) that describes the degree of potential negative impact for each listed resource that may occur directly, indirectly and cumulatively as a result of federal approval of your proposal. For each impacted resource provide a brief explanation of how the resource might be affected, how the impact level was determined, and why the chosen impact level is appropriate. If an environmental review has already been conducted on your proposal and is still viable, include the citation including any planned mitigation for each applicable resource, and choose an impact level as mitigated. If the resource does not apply to your proposal, mark NA in the first column. Add any relevant resources (see A.24 on the ESF) if not included in the list.

Use a separate sheet to briefly clarify how each resource could be adversely impacted; any direct, indirect, and cumulative impacts that may occur; and any additional data that still needs to be determined. Also explain any planned mitigation already addressed in previous environmental reviews.

Part B: This is a list of mandatory impact criteria that preclude the use of categorical exclusions. If you answer "yes" or "maybe" for any of the mandatory criteria, you must develop an EA or EIS regardless of your answers in Part A. Explain all "yes" and "maybe" answers on a separate sheet.

A. ENVIRONMENTAL RESOURCES (Indicate potential for adverse impacts.) Use a separate sheet to clarify responses.
[NA: Not Applicable (Resource does not exist), No: No/Negligible Impacts (Exists but no or negligible impacts), M: Minor Impacts, IEM: Impacts Exceed Minor (EA/EIS Required), MDN: More Data Needed to Determine Degree of Impact (EA/EIS Required)]

	NA	No	Minor	IEM	MDN
1. Geological resources: soils, bedrock, slopes, streambeds, landforms, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Air quality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Sound (noise impacts)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Water quality/quantity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Stream flow characteristics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Marine/estuarine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Floodplains/wetlands	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Land use/ownership patterns; property values; community livability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Circulation, transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Plant/animal/fish species of special concern and habitat; state/federal listed or proposed for listing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Unique ecosystems, such as biosphere reserves, World Heritage sites, old growth forests, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Unique or important wildlife/ wildlife habitat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Unique or important fish/habitat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Introduce or promote invasive species (plant or animal)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Recreation resources, land, parks, open space, conservation areas, rec. trails, facilities, services, opportunities, public access, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Accessibility for populations with disabilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Overall aesthetics, special characteristics/features	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Historical/cultural resources, including landscapes, ethnographic, archeological, structures, etc. Attach SHPO/THPO determination.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Socioeconomics, including employment, occupation, income changes, tax base, infrastructure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Minority and low-income populations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Energy resources (geothermal, fossil fuels, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Other agency or tribal land use plans or policies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Land/structures with history of contamination/hazardous materials even if remediated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Other important environmental resources to address.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. MANDATORY CRITERIA

If your LWCF proposal is approved, would it...	Yes	No	TBD
1. Have significant negative impacts on public health or safety?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Have significant negative impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation, or refuge lands, wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (E.O. 11990); floodplains (E.O 11988); and other ecologically significant or critical areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA section 102(2)(E)]?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Have a direct relationship to other actions with individually insignificant, but cumulatively significant, environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Have significant impacts on properties listed or eligible for listing on the National Register of Historic Places, as determined by either the bureau or office.(Attach SHPO/THPO Comments)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Have significant impacts on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Limit access to and ceremonial use of Indian sacred sites on federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area, or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Environmental Reviewers

The following individual(s) provided input in the completion of the environmental screening form. List all reviewers including name, title, agency, field of expertise. Keep all environmental review records and data on this proposal in state compliance file for any future program review and/or audit. The ESF may be completed as part of a LWCF pre-award site inspection if conducted in time to contribute to the environmental review process for the proposal.

1. _____
2. _____
3. _____

The following individuals conducted a site inspection to verify field conditions.

List name of inspector(s), title, agency, and date(s) of inspection.

1. _____
2. _____
3. _____

State may require signature of

LWCF sub- recipient applicant here: _____ Date: _____

STATE HISTORIC PRESERVATION OFFICE (SHPO) REVIEW (ATTACH SEPARATELY)

A Nebraska State Historic Preservation Office (SHPO) review is required under Section 106 of the National Historic Preservation Act of 1966 for all projects/proposals. The following information is required in order for the Department and the National Park Service to make a recommendation to the SHPO.

(The SHPO does not accept request for reviews directly from the Applicant. The request for SHPO review must come from the authorizing agency, in this case, the National Park Service. If your project is selected for funding, the Department and National Park Service will use this information to send to SHPO for review. Once SHPO reviews and concurs with the project in writing, the Section 106 federal requirement is met.)

It is recommended the Applicant contact the SHPO for a recommendation as to determine if the project site is a candidate for an archaeological study. The SHPO provides archeological and historical resources information, on a fee-for-service basis, to local governments and individuals with responsibilities under the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), as well as to the general public. To obtain a State Historical Preservation Office Recommendation, go to <https://history.nebraska.gov/historic-preservation/review-and-compliance>. The SHPO will recommend one of the following:

A. That no further work is necessary.

OR

B. That an archeological resource survey shall be performed by a “qualified professional” who meets the Secretary of Interior’s standards found here: http://www.nps.gov/history/local-law/arch_stnds_9.htm. If an archeological resource survey is required, it will need to be included with your application.

The following information should be provided to SHPO when requesting a recommendation:

A. Project Description

Include a project description identifying purpose, name of funding source, project address, acreage, site plan, project plans, and location map. It should include enough detail to fully communicate the action, especially with regard to its potential effects on historic properties.

B. Previous Known Studies

The applicant should include any previous known archaeological studies conducted at the project site.

C. Area of Potential Effect (APE)

In accordance with 36 CFR 800.4(a) (1), the agency shall determine and document the APE. The APE is defined at 36 CFR 800.16(d) as “the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking.” In order to sufficiently cover all aspects of the undertaking, APE should include access points and staging areas. If a known historic property is located in the APE, the entire property should be included in the APE.

REQUIRED PROJECT MAPS

Project maps are one of the most important components of the Project Proposal. The maps will be used for inspection years after the project has been completed. For this reason, accuracy is crucial. Send a legal description of the boundary with your maps. The state utilize signed and dated project boundary map(s) for National Park Service for approval.

Required Maps:

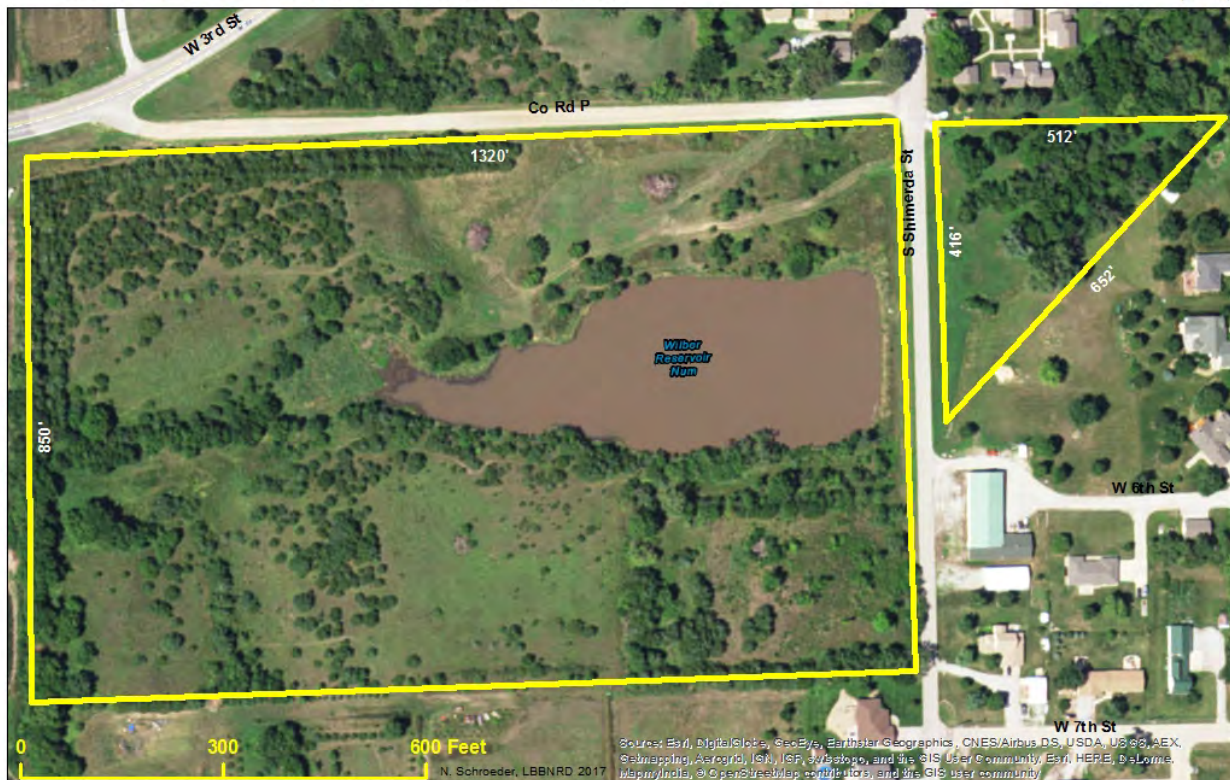
1. Dated Project Boundary Map with Legal Description
2. Tract Map
3. Site Project Development Map/Site Plan and/or floor plan (development projects only)
4. City/County Map with project property location

The following information is required to be included on the Dated Project Boundary Map, Tract Map and Site Development Map:

1. title of the project
2. date of map preparation, certified by the grantee signature
3. maps must be to scale, project boundary outlined, showing feet, acres, and directional arrow
4. show planned development for project site, color code existing and planned development
5. show all tracts to be purchased (acquisition projects only)
6. show existing roads (include names), overhead utility lines and/or other environmental intrusions
7. show existing land use of land adjoining project site (optional)

Wilber Pond Recreation Area Rehabilitation Project

- Wilber City NENE 21-6N-4E, 1320' x 850' containing 25.8 Acres.
- Wilber City NW/NE 22-6N-4E, From northwest corner, easterly 512'; then southwesterly 652'; then north 416' containing 2.5 Acres.
- There are no known outstanding rights held by others on this property.



Date: 07/07/2020

Approved By: Joe Sponsor, Mayor/Village Chair/Recreation Department Supervisor

RESOLUTION ON ACQUISITION OR DEVELOPMENT FOR OUTDOOR RECREATION

The (City, Village or Other) of _____, Nebraska proposes to apply for federal assistance from the Land and Water Conservation Fund program for the purpose of (description of project).

The (Mayor, Chairperson of the Board, or designated Project Official) is authorized to sign documents to obtain financial assistance, including a Project Agreement with the State of Nebraska and the National Park Service.

The (City, Village or Other) of _____, Nebraska will, within thirty (30) days following federal approval, obtain the necessary consultant or appraisal service for this project as directed and as required by Nebraska Game and Parks Commission staff.

The (City, Village or Other) of _____, Nebraska has budgeted or currently has available its 50 percent match of the proposed total project funds and will allocate these funds toward this project upon project approval by the Nebraska Game and Parks Commission.

The (City, Village or Other) of _____, Nebraska has the financial capability to operate and maintain the completed project and park property in a safe, attractive and sanitary manner.

The (City, Village or Other) of _____, Nebraska will not discriminate against any person on the basis of race, color, age, religion, disability, sex or national origin in the use of any property or facility acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 (1964), and any of the regulations promulgated pursuant to such Act by the Secretary of the interior and contained in 43 CFR 17.

No property acquired and/or developed under this project shall, without the approval of the Nebraska Game and Parks Commission and the Secretary of the Interior, be converted to other than public outdoor recreation use. And, such approval may be granted only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP), and only upon such conditions as deemed necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location.

The (City, Village or Other) of _____, Nebraska will replace the land in the event of a conversion in use in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965, as amended.

The (City, Village or Other) of _____, Nebraska agrees to comply with all State and Federal requirements and standards where they can be applied in making the facilities developed under this project, and all future projects, accessible to and usable by the disabled.

This is to certify that this resolution is a true copy of the original document that was adopted and passed by the (City, Village or Other) of _____, Nebraska at a duly advertised public meeting held this _____ day of _____, 20____.

(Mayor/Chairperson of the Board Signature)

Attest (Clerk)

Note: Resolution must be signed and sealed.

APPLICANT RISK ASSESSMENT QUESTIONNAIRE

2 CFR 200.331 of the Federal Code requires pass-through entities to conduct a risk assessment of each sub-recipient. Please complete and return this section as part of your grant application. If questions arise while completing the questionnaire please contact Patty Richard 402.471.5404.

A. Was an audit performed in the prior fiscal year? If so, please provide a copy of your audit report with your application.
No further information needed.

Yes: No:

B. If not, please answer the following questions. If the answer to any question is not yes, please provide a brief explanation of your entity's process.

1. Are the accounting records maintained on a current basis?

2. Are bank accounts reconciled by an employee who does not sign checks, handle or record cash?

3. Are reconciliations reviewed and approved by a person who is not responsible for receipts and disbursements?

4. Are inventory counts verified by persons independent of those in charge of the inventory records?

5. Are capital assets tested periodically by an individual having no responsibility for the assets?

6. Are capital expenditures authorized by appropriate officials and the governing body?
7. Is a physical inventory taken periodically (atleast annually) and reconciled to detailed capital asset records?
8. Is a list of receipts prepared by the mail opener?
9. Is an independent reconciliation of recorded receipts to the initial listing performed?
10. Is a restrictive endorsement placed on each incoming check upon receipt?
11. Are responsibilities for the disbursement/expenditure approval function segregated from those for the voucher preparation and purchasing functions?

12. Are responsibilities for reconciling disbursements/ expenditures with the check/warrant register segregated from those preparing the vouchers?

13. Is final approval for payment made by a different individual than the check/warrant signer?

14. Are all disbursements/expenditures required to be supported by invoices or other documentation?

15. Does the person reviewing the claims have sufficient knowledge of federal and state grant requirements, laws and regulations to determine cost allowability?

16. Are supporting documents for claims effectively canceled at the time of approving the payment to prevent their reuse?

17. Are controls maintained over the supply of unused and voided checks/warrants?

18. Are salaries approved by the governing body for full-time and part-time employees?

19. Are time sheets used and approved by appropriate personnel?

20. Are financial reports reviewed and approved at appropriate levels of management?

21. Is management committed to providing proper stewardship for property acquired with federal awards?

22. Are accurate records maintained for all acquisitions and dispositions of property acquired with federal awards?

23. Is a physical inventory of equipment periodically taken and compared to property records?

24. Are procedures established to ensure the federal awarding agency is appropriately reimbursed for dispositions of property acquired with federal awards?

25. If requested, could a certification from the donor be obtained or other procedures be performed to identify whether matching contributions are from non-federal sources?

26. Have procedures been established to verify vendors providing goods and services under the award have not been suspended or debarred by the federal government?

LWCF COMMUNITY RECREATION INVENTORY

Community:	County:	Population:
Who filled out this form? Name:		Title:
Address:		City/Zip:
Daytime Phone:	E-mail Address:	
Number of acres for outdoor recreation:	Number of parks in community:	

Facility Type	Number	Facility Type	Number
Picnic Shelters		Swimming pools	
Picnic Tables		Water parks	
Playgrounds		Splash pads	
Restroom facilities		Horseshoe pits	
Baseball fields – lighted		Trail(s) (total miles of all listed)	
Baseball fields – unlighted		Concrete trails (# of miles)	
Softball fields – lighted		Asphalt trails (# of miles)	
Softball fields – unlighted		Limestone trails (# of miles)	
Soccer fields		Natural surface trails (# of miles)	
Multipurpose courts		Water trails – Canoe/Kayak (# of miles)	
Tennis courts		ATV/Motorbike trails (# of miles)	
Basketball courts		Camping (# of sites)	
Volleyball court		Lake or Pond (# of acres)	
Public Golf Courses		Is Fishing allowed? (Yes/No)	
Disc Golf Courses		Archery Range	
Climbing Walls		Shooting Range	
Skateboard Park		Other (please specify)	

Project Title: _____ Project Sponsor: _____

- ☐ Project Application Summary
- ☐ Grant Proposal Overview
- ☐ Budget Sheet
 - ☐ Budget Narrative
 - ☐ Detailed Cost Estimate
 - ☐ Documentation Characterizing Sponsor's Matching Share (Attachment)
- ☐ Proposal Description and Environmental Screening Form (PDESf)
- ☐ Applicant Risk Assessment Questionnaire (with attached audit report, *if necessary*)
- ☐ Required Attachments
 - ☐ SHPO Review of Property and Project Site
 - ☐ Property Deed, Title Insurance or Title Opinion
 - ☐ Legal Plat/Description
 - ☐ Plat Map
 - ☐ Project Boundary Map
 - ☐ Site Plan
 - ☐ Floor Plan
 - ☐ Resolution
 - ☐ Estimate of Land Value (Acquisition/Combination Projects Only)

Please ensure all the above information is included in your application prior to submission. In fairness to other applicants that have met all requirements, incomplete applications will result in withdrawal of the project for funding consideration.



September 2, 2019

Schuyler Sampson, Recreation Planner/ASLO
Nebraska Game & Parks Commission
2200 N. 333rd St.
Lincoln, Nebraska 68503

RE: Documentation of City Commitment

Dear Mr. Sampson:

The City of Scottsbluff is excited by the opportunity to partner with Nebraska Game & Parks Commission and invest in healthy youth development and green spaces in Western Nebraska. A 2019 Land and Water Conservation Fund grant of \$200,000 would help us match the significant local commitments that have already been made to replace our 23 Club Baseball Park recreation facilities with safer, more modern and ADA-compliant structures and accommodations. Our staff is working closely on this project with the Scottsbluff 23 Club Babe Ruth League (23 Club), which leases and operates the park.

The estimated total project budget is \$1,433,631. In April of 2019, the Scottsbluff City Council recommended \$600,000 in funding for the project, to be written into the Fiscal Year 2019-2020 Budget, which begins on October 1, 2019. This will be formally approved on 9/16/19 with the budget's final reading and adoption.

To date, an additional \$609,537 in cash, pledges and in-kind products and services has been secured from individual donors and a wide range of local businesses. With \$1,209,537 now committed, we are close to covering the core costs of demolition, site work, utilities and construction of the clubhouse/concessions building, dugouts and bleachers. The requested Land and Water Conservation Fund grant would put us nearly over the finish line and help us add batting cages, a storage building, playground and infield resurfacing.

Our youth baseball league members and the entire City of Scottsbluff will appreciate the Commission's thoughtful consideration. Together, we can make our community thrive.

Sincerely,

Raymond Gonzales
Mayor

City of Scottsbluff, Nebraska

Tuesday, September 3, 2019

Regular Meeting

Item Resolut.14

Council to consider an Ordinance increasing the Occupation Tax on Hotel Accommodations.

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
--	----------

- 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

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.

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Catering Licensee	200.00
Manufacture of beer	500.00
Manufacture of wine	500.00
Alcoholic liquor (except beer) wholesaler	1,000.00
Beer wholesaler	250.00
A - retailer of beer only, for consumption on premises	200.00
B - retailer of beer only, for consumption off premises (sale in original packages only)	200.00
C - retailer of alcoholic liquors for consumption on premises and off premises (sale in original packages only), except nonprofit corporation which is a club	600.00
C - retailer of alcoholic liquors, including beer for consumption on the premises only, nonprofit corporation which is a club	150.00
D - retailer of alcoholic liquors, including beer, for consumption off premises (sale in original packages only)	400.00
I - retailer of alcoholic liquors, for consumption on premises only	500.00
Special Designated License, except for special designated license issued to a holder of a catering license ..	50.00 per day

Non-beverage User

Class 1	5.00
Class 2	25.00
Class 3	50.00
Class 4	100.00
Class 5	250.00

- B -

Billboard advertising, bill posting, thrust upon public view or attention from billboards located upon private property, or elsewhere, for pay or hire, by persons, firms or corporations -

Per Year	\$ 25.00
----------------	----------

- D -

Dog kennels

Kennel authorized to keep less than five (5) dogs Per Year	25.00
--	-------

Kennel authorized to keep five (5) dogs or more Per Year	50.00
- 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 3. 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

than such day or year. The whole amount of the tax on the manufacture, distribution or sale of alcoholic liquor shall be paid immediately after the final issuance of a license to the applicant under the Nebraska Liquor Control Act; provided, however, when there is a purchase of an existing licensed business and a new license of the same class is issued, or upon the issuance of a new license for a location which has not been previously licensed, the license fee and occupation taxes shall be prorated on a quarterly basis as of the date of issuance. The tax on hotel accommodations shall be paid according to the Section of this Article concerning such tax. (Ord. 3835, 2005; Ord. 4154, 2015; Ord. 4201, 2017)

11-2-5. Same; Class C liquor licenses.

The term for the tax on the doing of business under a Class C liquor license shall be deemed to be the twelve-month period beginning with the first day of November of each year and ending on the last day of October following. During the license year, no license shall be issued for a sum less than the amount of the annual license fee as fixed in this Chapter, regardless of the time when the application for such license has been made, except that (a) when there is a purchase of an existing licensed business and a new license of the same class is issued, or (b) upon the issuance of a new license for a location which has not been previously licensed, the license fee and occupation taxes shall be prorated on a quarterly basis as of the date of the issuance. (Ord. 3835, 2005)

11-2-6. Same; hotel accommodations.

(A) Commencing on July 1, 2017, every person, entity, or association engaged in the business of offering or providing hotel accommodations to the public within the City, shall pay to the City an occupation tax equal to a percentage set out in Chapter 6, Article 6 on the gross receipts of the basic rental rates charged per occupied room per night for hotel accommodations. For purposes of this section, the following definitions shall apply:

- (1) Hotel shall mean any facility in which the public may, for a consideration, obtain sleeping accommodations in any space ordinarily used for accommodations. The term shall include hotels, motels, tourist homes, campgrounds, courts, lodging houses, inns, a bed and breakfast and nonprofit hotels but hotel shall not be defined so as to include hospitals, sanitariums, nursing homes, chronic care centers, or dormitories or facilities operated by an educational institution and regularly used to house students.
- (2) Occupied room shall mean any space ordinarily used for sleeping accommodations and for which any occupant has, for consideration, obtained the use or possession, or the right to use or possess, for a period not to exceed thirty (30) continuous days. The term shall include camping space, trailer space or recreational vehicle space. The term does not include a function room such as a ballroom, banquet room, reception room, or meeting room, provided it is not used as temporary sleeping accommodations.
- (3) Basic rental rate shall mean the monetary charge for the use of an occupied room in a hotel.
- (4) Hotel operator shall mean any person, entity, association, partnership or corporation engaged in the business of offering or providing hotel accommodations, and may be referred to as taxpayer herein.
- (5) The term occupied room shall not mean, and no tax imposed by this Article shall be measured by or collected for:

- a. Complimentary or other sleeping accommodations for which no consideration is charged;
- b. Sleeping accommodations for which the consideration is paid by a person not subject to sales and use tax imposed by the Nebraska Revenue Act of 1967, as it is amended from time to time; or
- c. Sleeping accommodations leased by an employer for use by its employees when a specific room is the subject of the lease, the lease extends for more than thirty (30) consecutive days, and consideration is actually paid for use during at least thirty (30) consecutive days.

(B) The Tax imposed by this Article shall be collected by the hotel operator from the occupant of each room to which the tax applies. The tax may be shown as an add-on to the charge for occupancy of the rooms and shall be collectible at the time the lodging is furnished, regardless of when the charge for the occupancy is paid. The hotel operator shall remain responsible for payment of all taxes imposed whether or not the taxes are actually collected from the guests.

(C) The tax imposed by this Article is purely for revenue purposes to support the programs of the government of the City of Scottsbluff. The levy of the tax under this Article is in addition to all other fees, taxes, excises and licenses levied and imposed under any contract or any other provision of the Municipal Code or Ordinances of the City of Scottsbluff, in addition to any fee, tax, excise or license imposed by the State. Payment of the tax imposed by this Article shall not relieve the person paying the same from payment of any other tax now or hereinafter imposed by contract or ordinance or by this Code, including those imposed for any business or occupation he or she may carry on, unless so provided therein. It is the intent of the Scottsbluff City Council that the occupation taxes imposed by this Article shall be accumulative except where otherwise specifically provided.

(D) It shall be unlawful for any hotel operator subject to this Article to fail to maintain or fail to make available to the City, upon seventy-two (72) hours notice, written records accurately and completely evidencing the number of rooms occupied, the dates the rooms are occupied, the amount of occupation tax due or paid under this Article, and such other information as is required by the Finance Director of the City. Such records shall be maintained for a period of three (3) years after the occupation tax is due.

(E) Notwithstanding any contrary provision of this Chapter, or Code, the tax imposed by this Article shall be due and payable on the first day of each calendar month next succeeding the month during which the room was occupied. All taxes not paid by the twenty-fifth (25th) day of the month in which they are due and payable shall be deemed to be delinquent. The hotel operator shall be assessed a penalty of ten percent (10%) on all delinquent amounts as well as interest of one percent (1%) per month or fraction thereof from the first of the month in which such tax becomes due and payable until the date of payment.

(F) Each and every hotel operator within the City for the calendar month beginning July, 2017, and for each and every calendar month thereafter, shall prepare and file, on or before the 25th day of the month or the next business day should the 25th fall on a Federal holiday or weekend, following on a form prescribed by the Finance Director, a return for the taxable calendar month, and pay to the Finance Director the tax imposed by the first of day of the month as set forth in paragraph (E) above.

Any return that is remitted via the United States Postal Service shall be postmarked by the 25th day of the month to be considered an on-time filing. A hotel operator may make reports and remittances quarterly in lieu of monthly if their monthly remittance would be \$100 or less.

(G) If any hotel operator neglects or refuses to make a return or payment of the taxes as required by this Article, the Finance Director shall make an estimate, based upon such information as may be reasonably available, of the amount of taxes due for the period or periods for which the taxpayer is delinquent, and upon the basis of such estimated amount, compute and assess in addition thereto a penalty equal to ten percent (10%) thereof, together with interest of such delinquent tax, at a rate of one percent (1%) per month, or fraction thereof from the date when due. The Finance Director shall give the delinquent taxpayer written notice of such estimated taxes, penalty and interest, which notice must be served personally or by certified mail. Such estimate shall thereupon become an assessment and such assessment shall be final and due and payable from the taxpayer to the Finance Director ten (10) days from the date of service of the notice of the date of mailing by certified mail; however, within such ten (10) day period, the delinquent taxpayer may petition the Finance Director for a revision or modification of such assessment and shall, within such ten (10) day period, furnish the Finance Director the facts and correct figures showing the correct amount of taxes. Any petition by the taxpayer shall be in writing, and the facts and figures submitted shall be submitted in writing and shall be given under oath of the taxpayer. Thereupon, the Finance Director shall modify such assessment in accordance with the facts he or she deems correct. Such adjusted assessment shall be made in writing and notice thereof shall be mailed to the taxpayer within ten (10) days; and all such decisions shall become final upon expiration of thirty (30) days from the date of service, unless proceedings are commenced within that time for an appeal in the District Court of Scotts Bluff County, Nebraska by the filing of a petition with the clerk of the court. This appeal shall be conducted in conformance with the Nebraska Rules of Civil Procedure and rules of the court as may be adopted by the court or enacted by the Legislature.

(H) It shall be the duty of every taxpayer to keep and reserve suitable records and other books or accounts as may be necessary to determine the amount of tax for which he or she is liable hereunder. The records of gross revenue by which the tax is measured shall be kept separate and apart from the records of other sales or receipts in order to facilitate the examination of books and records as necessary for the collection of this tax. It shall be the duty of every taxpayer to keep and preserve for the period of four (4) years all such books, invoices and other records, which shall be open for examination at any time by the finance director or his or her duly designated persons. Such person keeps or maintains their books, invoices, accounts or other records or any thereof, outside of the State, upon demand of the Finance Director, they shall make the same available at a suitable place within the City, to be designated by the Finance Director, for examination, inspection and audit by the Finance Director or his or her duly authorized persons. The duties of the Finance Director herein provided may be performed by any qualified person designated by the Finance Director.

(I) The administration of the provisions of this section are vested in the Finance Director who shall prescribe forms in conformity with this section for the making of returns, for the ascertainment, assessment and collection of the tax imposed and for proper administration and enforcement. The Finance Director may adopt such rules and regulations as may be necessary or desirable for the administration and enforcement of this Article. This section shall be enforced

according to this Article for the occupation taxes payable within the City. (Ord. 2933 1985; Ord. 4210, 2017)

11-2-7. Payment; procedure; receipt.

The occupation tax levied pursuant to this Article shall be paid to the City Finance Director and the City Finance Director shall keep a proper account of such taxes. (Ord. 1116; Ord. 4210, 2017)

11-2-8. Tax moneys; fund.

All amounts realized from the collection of the occupation tax levied pursuant to this Article shall be placed to the credit of the General Fund to be used for projects or such other fund or funds as designated by the City Council. (Ord. 1116; Ord. 4201, 2017)

11-2-9. Refund; prohibited.

Except as otherwise provided for in this Article, no person, persons, partnership, association, firm or corporation paying such occupation tax shall be entitled to a refund of any part of the tax so paid. (Ord. 1116; Ord. 4210, 2017)

11-2-10. Nonpayment; distress proceedings.

Upon the failure of any person, persons, partnership, association, firm or corporation to pay such tax when demand is made by the City, the City Finance Director is authorized to issue a distress warrant over the corporate seal, directed to the Police Chief and commanding the Police Chief to collect, by distress and sale of goods and chattels for the person, persons, partnership, association, firm or corporation in such warrant named, the occupation tax due and unpaid. The Police Chief for their services shall be entitled to such fees out of the property distrained and sold as sheriffs receive for making levy and sale under execution. The costs created by reason of the distress sale shall be paid out of the property levied upon, in addition to the amount due on the occupation tax. (Ord. 1116; Ord. 4210, 2017)

11-2-11. Enforcement.

Should any person, persons, partnership, association, firm or corporation fail to pay such tax when demand is made by the City, the City may recover the same, together with any applicable interest and penalties, in a civil action brought against such person, persons, partnership, association, firm or corporation. This remedy shall not be exclusive of any other type of proceeding available to the City, but shall merely be cumulative. (Ord. 4210, 2017)

ARTICLE 3

MISCELLANEOUS PROVISIONS

Section

<u>11-3-1</u>	<u>Guns; sale at retail; records; reports.</u>
<u>11-3-2</u>	<u>Second-hand guns; purchase; by dealer; records; reports.</u>
<u>11-3-3</u>	<u>Public utilities; annual statements; required; form; contents</u>
<u>11-3-4</u>	<u>Same; violations; penalty; franchise; revocation.</u>

11-3-1. Guns; sale at retail; records; reports.

City of Scottsbluff, Nebraska

Tuesday, September 3, 2019

Regular Meeting

Item Reports1

Council to discuss and consider action on establishing a Legislative Committee.

Staff Contact: Nathan Johnson, City Manager