



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

Regular Meeting
September 19, 2022
6:00 PM

1. **Roll Call**
2. **Pledge of Allegiance.**
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. **Notice of changes in the agenda by the city clerk** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. **Citizens with business not scheduled on the agenda** (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. **Closed Session**
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. **Scottsbluff Youth Council**
 - a) (informational only):
8. **Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only.**
 - a) The Council will not take any action on the item except for referring it to staff to address for placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person.
9. **Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)**
 - a) Council to approve the minutes of the September 6, 2022 Regular Meeting.
 - b) Council to set a public hearing for October 3, 2022 at 6:00 p.m. to consider the One- and Six-Year Street Improvement Plan.
 - c) Council to set a public hearing for October 3, 2022 at 6:00 p.m. to consider the Rezone of Lots 1-2 & 5-9 of Block 3, Lots 1-3 of Block 6, Lots 1-7 of Block 7, and Tract C, Hilltop Estates Subdivision.
 - d) Council to set a public hearing for October 3, 2022 at 6:00 p.m. to consider proposed Ordinance Text Changes to Chapter 25 Article 19, Article 12, Article 15 and Article 3 regarding the Floodplain Overlay Zone.

- e) Council to set a public hearing for October 3, 2022 at 6:00 p.m. to consider a Vacation Plat of Lots 1, 2, 3 and Part of Lot 1A, Block 10 Imperial Subdivision.
 - f) Council to review and approve Board and Commission appointments.
 - g) Council to acknowledge receipt of claim from Andrea Lohr, 220536 Sandberg Rd., Gering, NE. No action will be taken and the claim is withdrawn for further investigation.
 - h) Council to consider and take action on claims of the City.
10. **Financial Report**
- a) Council to receive the August 2022 Financial Report.
11. **Public Hearings:**
- a) Council to conduct a public hearing set for this date at 6:00 p.m. to discuss and consider acquisition of property located at 904 West 27th Street, Scottsbluff, NE.
12. **Resolution & Ordinances:**
- a) Council to consider a Resolution authorizing the purchase and acquisition of real estate and authorizing Interim City Manager Spencer to sign closing documents for the purchase of property located at 904 West 27th Street.
 - b) Council to consider the third reading and passage of the Ordinance regarding a Text Change in Chapter 4, Article 1 concerning the International Building and Residential Codes.
 - c) Council to consider the second reading of the Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2022-2023.
 - d) Council to consider the second reading of the Ordinance allowing for exceeding the allowable growth and basic allowable growth limits for the 2022-2023 FY by one percent of budgeted restricted funds and correcting the adopted budget statement and accompanying forms.
 - e) Council to consider the second reading of the Ordinance updating utility user fees, including water and sewer fees, solid waste collection and surcharge for stormwater.
13. **Bids & Awards:**
- a) Council to discuss and consider action on awarding the bid for hail damage repair at the Library, Cemetery and Misc. Facilities to Twin City Roofing & Sheet Metal, Inc. in the amount of \$111,110.55.
 - b) Council to discuss and consider action on awarding the Sewer Main Lining Project at the Wastewater Treatment Plant to Hydro-Klean, LLC in the amount of \$243,841.50.
14. **Reports from Staff, Boards & Commissions:**
- a) Council to discuss and consider action on approving the renewal of Lease Agreements with Telecom West, Inc. for their wireless antenna systems on the Airport and Cemetery Water Towers.
 - b) Council to discuss and consider whether to interview any applicants for City Manager and if so schedule a Special Meeting to do so.

15. **Council reports** (informational only): This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.
16. **Adjournment.**

City of Scottsbluff, Nebraska
Monday, September 19, 2022
Regular Meeting

Item Closed1

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

Staff Contact:

City of Scottsbluff, Nebraska
Monday, September 19, 2022
Regular Meeting

Item Youth Cou 1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska
Monday, September 19, 2022
Regular Meeting

Item Public Com1

The Council will not take any action on the item except for referring it to staff to address for placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person.

Staff Contact:

City of Scottsbluff, Nebraska
Monday, September 19, 2022
Regular Meeting

Item Consent1

Council to approve the minutes of the September 6, 2022 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on September 6, 2022 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. Since the regular meeting would fall on a City recognized holiday the meeting was moved to the following day, according to 6-1-12. A notice of the meeting had been published on September 2, 2022, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on September 1, 2022. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The Pledge of Allegiance was recited. Mayor McKerrigan 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 McKerrigan informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Jeanne McKerrigan, Jordan Colwell, Angela Scanlan, Nathan Green, and Selina Lerma. Also present were Interim City Manager Kevin Spencer and City Attorney Kent Hadenfeldt. Absent: None.

Mayor McKerrigan asked if there were any changes to the agenda. There were none. Mayor McKerrigan asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none.

Moved by Council Member Colwell, seconded by Council Member Lerma that,

- a) The minutes of the August 15, 2022 Regular Meeting be approved,
- b) The minutes of the August 29, 2022 Special Meeting be approved,
- c) A public hearing be set at 6:00 p.m. on September 19, 2022 to discuss and consider acquisition of property located at 904 West 27th Street, Scottsbluff, NE,
- d) The bid specifications for the replacement of the HVAC System and appurtenances for the City Hall building and authorizing the city clerk to advertise for bids to be received by September 26, 2022 at 1:00 p.m. be approved,
- e) The bid specifications for the 18th Street Plaza Improvement Project and authorizing the city clerk to advertise for bids to be received by September 26, 2022 at 2:30 p.m. be approved,
- f) Council Member Lerma's absence from the August 15, 2022 Regular Meeting be excused,
- g) The following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated September 6, 2022 as on file with the City Clerk and submitted to the City Council "YEAS," Colwell, Scanlan, Green, Lerma, and McKerrigan, "NAYS," None. Absent: None.

CLAIMS

AC ELECTRIC MOTOR SERVICE,EQUIP MAINT,615.03;ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHMENT,584.5;AIRPORT DEVELOPMENT,LLC,TIF AIRPORT REDEV 7/31/22,8283.13;ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4109.74; ALTEC INDUSTRIES INC,NEW FORD CAB/CHASSIS BUCKET TRUCK,141249; AMAZON.COM

HEADQUARTERS,MISC.,1126.87; ANDAX,THREE CHEMICAL TRAPS,691.84;ANITA'S GREENSCAPING INC,EQUIP. MAIN.,299;ASSOCIATED SUPPLY CO, INC,DEPARTMENT SUPPLIES-REC,1708.24;AUTOZONE STORES, INC,OIL & AIR FILTERS FOR PICKUP,18.18; AXON ENTERPRISE INC,EQUIP MAINT-PD,332.92; B & H INVESTMENTS, INC,DEPT SUPP ADM,829.97;BERNHARDT JUSTIN,TOW SERVICE-PD,275; BEST PLUMBING HEATING & COOLING,BLDG MAINT PARK,1847.54; BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL,1705.2; BLUFFS FACILITY SOLUTIONS,JANITORIAL SUPP PARK,1067.6; BROWN'S SHOE FIT, CO.,UNIFORM & CLOTHING-SAN,199.75;BUDGET DRAIN SERVICES LLC,CONTRACTUAL PARK,900; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,324.81; CELCO PARTNERSHIP,CELL PHONES-PD,1754.82;CEM SALES & SERVICE,DEPARTMENT SUPPLIES-REC,2218.25;CITIBANK N.A.,DEPT SUP,764.69;CITIBANK, N.A.,DEPT SUPP CEM,133.86;CITY OF SCB,INCREASE CASH DRAWERS,300;CLEMENS CARPET,FACADE IMPROVEMENT GRANT,10000;COLE TOOL DISTRIBUTORS LLC,DEPT SUP,560; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,SUPPLEMENTAL LIFE INS,22.75; CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF-PD,70.05;CONTRACTORS MATERIALS INC.,BOSCH JACK HAMMER,2262.95; CORE & MAIN LP,METERS,1974.07;CROELL INC,CONCRETE FOR STREET REPAIR,3523.5;DANKO EMERGENCY EQUIPMENT COMPANY,REPLACEMENT BLADES FOR HURST CUTTERS,1428.13;DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,108.85;DEINES IRRIGATION, INC,STRUCTURES,14460; DOCU-SHRED LLC,SHREDDING,135;DXP ENTERPRISES INC,CALIBRATION GAS,480.15;ELLIOTT EQUIPMENT COMPANY INC.,EQUIPMENT-SAN,105525.36; ENERGY LABORATORIES, INC DEPT 6250,SAMPLES,186; ENVIRONMENTAL RESOURCE ASSOCIATES,CONTRACTUAL SVC,1126.37;FAT BOYS TIRE AND AUTO,EQUIP MAINT PARK,210.99; FEDERAL EXPRESS CORPORATION,POSTAGE,587.98; FLOYD'S TRUCK CENTER SCOTTSBLUFF,NEW CHASIS - SANITATION UNIT 816,99999; FLYOVER BREWING COMPANY,FACADE IMPROVEMENT GRANT,10000;FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,1440;FYR-TEK INC,SELF-CONTAINED BREATHING APPARATUS ANNUAL TEST,2444.6;GALLS INC,EQUIP MAINT-PD,539.49;GENERAL TRAFFIC CONTROLS, INC,PEDPUSHBUTTONASSY,4800;GERINGMULITPURPOSE SENIOR CENTER,CONTRACTUAL REC,1000;GRAY TELEVISION GROUP INC,NBC NEBRASKA TV PSAS,2095; GSM ENGINEERED FABRICS LLC,EQUIP MAINT,2433.9; HAWKINS, INC.,CHEMICALS,6152.2;HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,895.82; HOWMEDICA OSTEONICS CORP,EQUIP MAINT-PD,152.25; IDEAL LAUNDRY AND CLEANERS, INC.,DEPARTMENT SUPPLIES-SAN,623.26;INDEPENDENT PLUMBING AND HEATING, INC,GROUND MAINT PARK,67.89; INGRAM LIBRARY SERVICES INC,COLL.,1433.04; INLAND TRUCK PARTS & SERVICE,EXHAUST PRESSURE SENSOR - TOWER 1,428.69;INTERNAL REVENUE SERVICE,WITHHOLDINGS,142169.88; INTRALINKS, INC,DATTO ALTO- AUGUST 2022,4356.99; J G ELLIOTT CO.INC.,NOTARY BOND-PD,140;JESSE LAURUHN,DEPT SUPP ADM,200; JOHN DEERE FINANCIAL,DEPT SUP,1374.34;JOHN DEERE FINANCIAL,DEPT SUPP PARK,277.45; JOHN DEERE FINANCIAL,EQUIP MAINT PARK,2119.89;KRIZ DAVIS,GROUND MAINT PARK,646.79; LEADERSHIP SCOTTS BLUFF INC,TUITION - ANGELA SCANLAN & SHARAYA TOOF,1200; LEAGUE ASSOCIATION OF RISK MANAGEMENT,ENDORS#27 - SANITATION 2022 FREIGHTLINER,527.59; LEAGUE OF NEBRASKA MUNICIPALITIES,MEMBERSHIP DUES (9/1/22 - 8/31/23),41965; LEAL NOHEMI,CONSULTING-PD,70; M.C. SCHAFF & ASSOCIATES, INC,PROF. SERV. 18TH ST. PLAZA IMPROV.,23320.25; MACQUEEN EQUIPMENT INC,SEAL KIT FOR SWEEPER,68.86; MADISON NATIONAL LIFE,INSURANCE,3461.84;MENARDS, INC,DEPT SUP,1100.46; MIDLANDS NEWSPAPERS, INC,SBSCR.,62.4;MIDTOWN ANIMAL HOSPITAL

P.C.,K9 BOARDING-PD,18.4; MIDWEST MACHINERY & SUPPLY CO,CABLE POSTS & J BOLTS FOR GUARDRAIL,3367.2; MOTOROLA SOLUTIONS, INC,EQUIP MAINT-PD,272.75;NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,3138.2;NE DEPT OF REVENUE,SALES TAX,21913.64;NE LAW ENFORCEMENT TRAINING CENTER,SCHOOLS & CONF-PD,165; NEBRASKA GIS/LIS ASSOCIATION,GIS/LIS ASSOCIATION MEMBERSHIP APPLICATION50;NEBRASKA MACHINERY CO,RENT - MACHINES,2420.56;NEBRASKA MEMORIALSINC,STRUCTURESCEM,24423.25;NEBRASKAPUBLICPOWERDISTRICT,ELECTRIC,25713.76;NETWORKFLEET, INC,GPS SERVICE FOR TRANS,340.61; NEVCO, INC,DEPT SUPP PARK,1623.47;NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GRUNDMANT PARK, 179.76; PANHANDLE CONCRETE PRODUCTS, INC, KENO PARK ,2400; PANHANDLE ENVIRONMENTALSERVICESINC,CONTRACTUALSVC,412;PANHANDLEHUMANESOCIETY,C ONTRACTUAL,5491.33;PAUL REED CONSTRUCTION & SUPPLY, INC,GROUND MAINTPARK,41.26;PLATTEVALLEYBANK,HEALTHSAVINGSACCOUNT,19358.48;POLYDYNE INC,CHEMICALS,5379.93; POWERPLAN,EQUIPMENT,191000; PROTEX CENTRAL, INC.,EQUIP MAINT ADM,124; PT HOSE AND BEARING,ONE INCH PRESSURE HOSE - BRUSH 1,105.74;QUADIENT LEASING USA INC,RENT-MACH - PD,219.56; QUILL CORPORATION,DEPT SUPPL-PD,483.22; REGION 22 EMERGENCY MGMT,EMERGENCY MANAGEMENT FEE,5260.12; REGIONAL CARE INC, HEALTH INS. PREM. SEPT 2022, 111449.7; RODRIGUEZ JOSER, TOW SERVICEPD,295; ROOSEVELT PUBLIC POWER DISTRICT, ELECTRIC POWER, 3032.9; RUSSEL'S AUTOMOTIVE,VEH MAINT-PD,917.31; RYAN R KUMM,GROUND MAINT PARK,180; SMEC,EMPLOYEEDEDUCTION,323.77;SAFETYLINECONSULTANTS,INC,DEPTSUPPLPD,61.12; SAYLERSSCREENPRINTING,UNIFORMSPD,117.5;SCBFIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,580;SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,834.05; SCOTTIES POTTIES INC,CONTRACTUAL PARK,625;SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,161; SCOTTSBLUFF MOTOR CO, INC,HIDTA CAR LEASE-PD,375; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,1872; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,NAME PLATE ENGRAVING,10;SHERWIN WILLIAMS,YELLOW LATEX PAINT,11782.83; SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,4339.3;SNELL SERVICES INC.,EQUIP. MAIN.,440;SOUNDSLEEPER SECURITY INC.,CONTRACTUAL-PD,14.95; STATE HEALTH LAB,SAMPLES,140; STATE OF NE.,CONTRACTUAL-PD,105; SUNSET LAW ENFORCEMENT, LTD,FIREARMS SUPPL-PD,6597.3;U AND U TRUCKING LLC,CONTRACTUAL SERVICES-SAN,2204; UNION BANK & TRUST,RETIREMENT,105492.69;UNITED STATES WELDING,CONTRACTUAL SERVICES-SAN,51.06; US BANK,SCHOOLS & CONF,9931.32; W & R INC,STRUCTURES,2671; WALMART,PRGRMG,1539.5; WHITING SIGNS,VEH MAINT-PD,178; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,1476.16; WYOMING FIRST AID & SAFETY SUPPLY, LLC,DEPT SUPP CEM,39.94; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,771;ZMLUMBER CO CAPITAL ONE TRADE CREDIT,GROUND MAINT PARK,185.56;

Mr. Larry Linder, Senior Environmental Specialist with Nebraska Public Power District, approached Council to give a presentation on the need/benefit of a 115kV transmission line project in the area and the public involvement/routing process. Mr. Linder started by explaining the City of Scottsbluff is currently served from two 115kV substations, with only one existing transmission line connecting the two. This transmission line is subject to heavy congestion and regional power flows within NPPD and Southwest Power Pool. He further added in exploring options, NPPD and SPP determined a 115kV transmission line from the Scottsbluff substation to the Victory Hill substation would alleviate the congestion and heavy power flows experienced with only having one line. The new line would complete a 115kV transmission line “ring” around the city, reducing congestion on existing transmission facilities and providing additional

reliability and resiliency of load delivery service in the area.

Mr. Linder then informed Council to start this process NPPD needs to conduct comprehensive public involvement to educate the public and gain public input. To do this, they will provide numerous opportunities for the public to provide input and information for consideration; the first being an open house scheduled for September 27th at the Gering Civic Center from 11:00 a.m.-2:00 p.m. and 4:00 p.m.-7:00 p.m. During this time attendees will have an opportunity to visit several stations ranging from need and benefit, environmental, engineering, right-of-way, and GIS stations. They will do this at their own pace to learn more about the project and be able to ask questions. There will be a second open house scheduled for November of 2022, with a public hearing set for early 2023. He anticipates construction starting in the fall/winter of 2024.

Mayor McKerrigan asked Mr. Linder if they will acquire property from the land owners. Mr. Linder answered they will most likely get an easement. Council Member Green asked if there are conceptual designs as to what the project will look like. Mr. Linder said most will be single poles and could be stacked on one side of the street. He added at this point he is not quite sure until they get further in the project.

At the end of the presentation Mr. Linder thanked council for their time and encouraged them to come to the open houses and reach out if they have questions.

Council introduced the Ordinance regarding a Text Change in Chapter 4, Article 1 concerning the International Building and Residential Codes and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING §4-1-2 DEALING WITH STANDARD CODES AND AMENDING §4-1-10 DEALING WITH THE INTERNATIONAL BUILDING CODE, REMOVING CERTAIN LANGUAGE, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

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

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

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

After the reading of the Ordinances, Council Member Colwell wanted further clarification on the allowable growth Ordinance and asked Finance Director Loutzenhiser if she could explain for the public what the 1% means.

Ms. Loutzenhiser explained it doesn't have anything to do with the cash flow; there are two levy limits related to our state budget. The first restriction is the actual property tax levy limits that state we can go up to .45 per \$100 of valuation. The second restriction is on total restricted funds that we can generate or anticipate collecting for our budget every year. Restricted funds include property, sales and gas tax and utility transfers (which we do not do). Ms. Loutzenhiser went on to explain there is a limit on how much tax we can collect in a year, our number for this year is \$12.5M. The additional 1% allows us to exceed that amount if we need to. She added we have never had to do that, but we choose to go ahead and exceed it because it rolls over every year; we now have \$17M of authority if we need it. She stated we are not taxing more; it is just there if we need more tax revenue than what our current year authority gives us.

Regarding the 2022-2023 Pay Resolution, Mr. Spencer came forward and explained during budget workshop a 3% cost of living raise was discussed for employees; Council, in a prior meeting, has already approved the cost of living raises for the Firefighter, Police and IBEW unions.

Council Member Colwell moved, seconded by Council Member Scanlan to approve the 2022-2023 Pay Resolution No. 22-09-01 and authorize the Mayor to sign, "YEAS," Green, Lerma, Scanlan, McKerrigan, and Colwell. "NAYS," None. Absent: None.

RESOLUTION NO. 22-09-01

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 6, 2022 and effective September 26, 2022.

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

Grade	A	B	C	D	E	L1	L2
8	\$13.05	\$13.71	\$14.39	\$15.12	\$15.87	\$16.68	\$17.50
9	\$13.71	\$14.39	\$15.12	\$15.87	\$16.68	\$17.50	\$18.38
10	\$14.39	\$15.12	\$15.87	\$16.68	\$17.50	\$18.38	\$19.29
11	\$15.12	\$15.87	\$16.68	\$17.50	\$18.38	\$19.29	\$20.26
12	\$15.87	\$16.68	\$17.50	\$18.38	\$19.29	\$20.26	\$21.28
13	\$16.68	\$17.50	\$18.38	\$19.29	\$20.26	\$21.28	\$22.34
14	\$17.50	\$18.38	\$19.29	\$20.26	\$21.28	\$22.34	\$23.45
15	\$18.38	\$19.29	\$20.26	\$21.28	\$22.34	\$23.45	\$24.62
16	\$19.29	\$20.26	\$21.28	\$22.34	\$23.45	\$24.62	\$25.84
17	\$20.26	\$21.28	\$22.34	\$23.45	\$24.62	\$25.84	\$27.15
18	\$21.28	\$22.34	\$23.45	\$24.62	\$25.84	\$27.15	\$28.49
19	\$22.34	\$23.45	\$24.62	\$25.84	\$27.15	\$28.49	\$29.92
20	\$23.45	\$24.62	\$25.84	\$27.15	\$28.49	\$29.92	\$31.42
21	\$24.62	\$25.84	\$27.15	\$28.49	\$29.92	\$31.42	\$32.99

BI-WEEKLY RATES - EXEMPT EMPLOYEES

Grade	A	B	C	D	E	L1	L2
18	\$1,698.29	\$1,783.22	\$1,872.38	\$1,965.99	\$2,064.30	\$2,167.50	\$2,275.89
19	\$1,783.22	\$1,872.38	\$1,965.99	\$2,064.30	\$2,167.50	\$2,275.89	\$2,389.68
20	\$1,872.38	\$1,965.99	\$2,064.30	\$2,167.50	\$2,275.89	\$2,389.68	\$2,509.16
21	\$1,965.99	\$2,064.30	\$2,167.50	\$2,275.89	\$2,389.68	\$2,509.16	\$2,634.62
22	\$2,064.30	\$2,167.50	\$2,275.89	\$2,389.68	\$2,509.16	\$2,634.62	\$2,766.35
23	\$2,167.50	\$2,275.89	\$2,389.68	\$2,509.16	\$2,634.62	\$2,766.35	\$2,904.67
24	\$2,275.89	\$2,389.68	\$2,509.16	\$2,634.62	\$2,766.35	\$2,904.67	\$3,049.90
25	\$2,389.68	\$2,509.16	\$2,634.62	\$2,766.35	\$2,904.67	\$3,049.90	\$3,202.39
26	\$2,509.16	\$2,634.62	\$2,766.35	\$2,904.67	\$3,049.90	\$3,202.39	\$3,362.52
27	\$2,634.62	\$2,766.35	\$2,904.67	\$3,049.90	\$3,202.39	\$3,362.52	\$3,530.62
28	\$2,766.35	\$2,904.67	\$3,049.90	\$3,202.39	\$3,362.52	\$3,530.62	\$3,707.17
29	\$2,904.67	\$3,049.90	\$3,202.39	\$3,362.52	\$3,530.62	\$3,707.17	\$3,892.52
30	\$3,049.90	\$3,202.39	\$3,362.52	\$3,530.62	\$3,707.17	\$3,892.52	\$4,087.15
31	\$3,202.39	\$3,362.52	\$3,530.62	\$3,707.17	\$3,892.52	\$4,087.15	\$4,291.51
32	\$3,362.52	\$3,530.62	\$3,707.17	\$3,892.52	\$4,087.15	\$4,291.51	\$4,506.09

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>
8	Library Technician	15	Compliance Officer
10	Waterpark Manager	18	Crew Leader
11	Building & Grounds Custodian	19	Utilities Administrative Coordinator
11	Library Assistant	19	Account Clerk - Finance
14	Record Technician	19	Admin. Assist. - Police Department
15	Administrative Services Assistant	20	Cemetery Supervisor
15	Administrative Records Technician	20	Code Administrator I
15	Administrative Assistant	21	Fire Prevention Officer
15	Maintenance Worker – Parks, Cemetery	21	Stormwater Specialist

EXEMPT POSITIONS

Professional, Administrative and Executive

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
19	Librarian	27	Planning Administrator
21	GIS Analyst	27	Deputy Director of Public Works
22	Code Administrator II	27	Director of Economic Development
23	Small Business Outreach PR Coordinator	28	Deputy Director of Finance
24	Water System Supervisor	29	Police Captain
24	Wastewater Plant Supervisor	29	Director of Human Resources
24	Environmental Services Supervisor	30	Director of Public Works
24	Transportation Supervisor	30	Fire Chief
24	Park Supervisor	32	Police Chief
26	City Clerk/Risk Manager	32	Director of Finance
26	Library Director		

3. That the following pay schedule for officers and employees in Unclassified Positions of the City is approved September 6, 2022 and effective September 26, 2022.

Seasonal and Part-Time Hourly Rates

Class Title	Hourly Pay Schedule						
	1	2	3	4	5	6	7
School Crossing Guard	\$15.00						
Library Page	\$10.50	\$11.00	\$11.50	\$12.00	\$12.50	\$13.00	\$13.50
Laborer	\$10.50	\$11.00	\$11.50	\$12.00	\$12.50	\$13.00	\$13.50
Field Mt. Grdskpr	\$11.00	\$11.50	\$12.00	\$12.50	\$13.00	\$13.50	\$14.00
Waterpark Aide	\$10.50	\$11.00	\$11.50	\$12.00	\$12.50	\$13.00	\$13.50
Lifeguard*	\$11.00	\$11.50	\$12.00	\$12.50	\$13.00	\$13.50	\$14.00

*Lifeguard with Nebraska Certified Pool Operator's License & Assigned to the maintenance of the Waterpark facility will receive an additional \$.30 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 positions 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 6, 2022 and effective September 26, 2022.

Class Title	Hourly Pay Schedule (56 Hour Week)							
	1	2	3	4	5	6	7	8
Firefighter	\$15.78	\$16.57	\$17.40	\$18.26	\$19.18	\$20.14	\$21.15	\$22.21
Fire Lieutenant	\$18.32	\$19.24	\$20.20	\$21.21	\$22.27	\$23.39	\$24.56	\$25.78
Fire Captain	\$20.85	\$21.89	\$22.98	\$24.13	\$25.34	\$26.60	\$27.93	\$29.33

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 6, 2022 and effective September 26, 2022.

Class Title	Hourly Pay Schedule							
	1	2	3	4	5	6	7	8
Patrol Officer	\$23.60	\$24.78	\$26.02	\$27.32	\$28.69	\$30.12	\$31.62	\$33.21
Police Detective	\$25.08	\$26.34	\$27.66	\$29.04	\$30.49	\$32.01	\$33.61	\$35.29
Police Corporal	\$25.08	\$26.34	\$27.66	\$29.04	\$30.49	\$32.01	\$33.61	\$35.29
Police Sergeant	\$27.67	\$29.05	\$30.50	\$32.02	\$33.63	\$35.31	\$37.07	\$38.92

6. 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 6, 2022 and effective September 26, 2022.

Pay Schedule - IBEW Eligible Employees Only Hourly Rates (Based on 40 hour work week)

Grade	A	B	C	D	E	L1	L2	L3
1	16.15	16.95	17.81	18.69	19.63	20.61	21.64	22.72
2	16.95	17.81	18.69	19.63	20.61	21.64	22.72	23.87
3	17.81	18.69	19.63	20.61	21.64	22.72	23.87	25.05
4	18.69	19.63	20.61	21.64	22.72	23.87	25.05	26.31
5	19.63	20.61	21.64	22.72	23.87	25.05	26.31	27.62
6	20.61	21.64	22.72	23.87	25.05	26.31	27.62	29.00
7	21.64	22.72	23.87	25.05	26.31	27.62	29.00	30.46
8	22.72	23.87	25.05	26.31	27.62	29.00	30.46	31.98
9	23.87	25.05	26.31	27.62	29.00	30.46	31.98	33.58
10	25.05	26.31	27.62	29.00	30.46	31.98	33.58	35.26

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

HOURLY POSITIONS - IBEW EMPLOYEES ONLY

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
3	Maintenance Worker – Compost Facility	5	Water System Operator I
3	Motor Equipment Operator	6	Compost Facility Operator II
3	Wastewater Plant - Maintenance Worker	7	Wastewater Plant Operator II
4	Environmental Services Solid Waste Operator	7	Mechanic-Environmental Services
4	Heavy Equipment Operator	7	Mechanic-Transportation
4	Water System Maintenance Worker	7	Water System Operator II
5	Traffic Control Tech	7	Construction Locator Specialist
5	Wastewater Plant Operator I		

8. Resolution No. 22-04-02 and all other resolutions in conflict with this resolution are repealed.

Passed and Approved this 6th day of September, 2022

Mayor

ATTEST:

City Clerk

Mr. Spencer informed Council because we exceeded our allowable growth rate we need to participate in a joint public hearing with the County. As part of that process Council needs to appoint a person to represent the City, and because of the complexity of this would like to recommend Finance Director Loutzenhiser to be that person.

Ms. Loutzenhiser approached Council and explained our property tax levy is not changing, it has been at 21.6 cents for years. She added based on our valuations from the assessor, the residential rates went up 7%. Because of that our allowable growth would enable us \$50,000 per year to not have to participate in the public hearing. However, when she put in the new valuation times the levy it showed growth of \$104,000 of tax higher than our asking of last year, even though the levy did not change. Ms. Loutzenhiser stated she is okay with this and will represent the city and give the presentation if Council approves. She commented this is a very small part of our budget, we are asking \$2.2M on an almost \$50M budget.

Council Member Colwell moved, seconded by Council Member Scanlan to appoint Finance Director Loutzenhiser to be the representative to attend the joint public hearing with Scotts Bluff County for a presentation of the 2022-2023 property tax request on September 26, 2022, “YEAS” Scanlan, McKerrigan, Lerma, Colwell, and Green, “NAYS,” None. Absent: None

Under Council Reports, Council Member Scanlan stated she has joined the Leadership of Scottsbluff Class of 2022-2023, she is very excited for the opportunity.

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

Mayor

Attest:

City Clerk “SEAL”

City of Scottsbluff, Nebraska

Monday, September 19, 2022

Regular Meeting

Item Consent2

Council to set a public hearing for October 3, 2022 at 6:00 p.m. to consider the One- and Six-Year Street Improvement Plan.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, September 19, 2022

Regular Meeting

Item Consent3

Council to set a public hearing for October 3, 2022 at 6:00 p.m. to consider the Rezone of Lots 1-2 & 5-9 of Block 3, Lots 1-3 of Block 6, Lots 1-7 of Block 7, and Tract C, Hilltop Estates Subdivision.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, September 19, 2022

Regular Meeting

Item Consent4

Council to set a public hearing for October 3, 2022 at 6:00 p.m. to consider proposed Ordinance Text Changes to Chapter 25 Article 19, Article 12, Article 15 and Article 3 regarding the Floodplain Overlay Zone.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, September 19, 2022

Regular Meeting

Item Consent5

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

Staff Contact: Zachary Glaubius, Planning Administrator

City of Scottsbluff, Nebraska
Monday, September 19, 2022
Regular Meeting

Item Consent6

Council to review and approve Board and Commission appointments.

Staff Contact: Zachary Glaubius, Planning Administrator

Agenda Statement

Item No.

For Meeting of: 9-19-22

AGENDA TITLE: Council to review and approve Board and Commission appointments.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Department of Development Services

PRESENTATION BY: Zachary Glaubius, Planning Administrator

SUMMARY EXPLANATION: The following board members and commissioners have requested reappointment as their terms expire on 9-30-22

Planning Commission

- Callan Wayman
- Angie Aguallo
- Linda Redfern
- Jim Zitterkopf

Business Improvement Board

- Tami Reichert

Community Redevelopment

- Robert Franco

Park, Cemetery, & Tree Board

- Dan Marshall

Board of Adjustment

- Sabrina Esparza

BOARD/COMMISSION/STAFF RECOMMENDATION: none

Does this item require the expenditure of funds?

yes no

Are funds budgeted?

yes no

If no, comments:

Estimated Amount

Amount Budgeted

Department

Account Description

Approval of funds available

City Finance Director

Rev: 12/14/ City Clerk

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev: 12/14/ City Clerk

City of Scottsbluff, Nebraska

Monday, September 19, 2022

Regular Meeting

Item Consent7

Council to acknowledge receipt of claim from Andrea Lohr, 220536 Sandberg Rd., Gering, NE. No action will be taken and the claim is withdrawn for further investigation.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska
Monday, September 19, 2022
Regular Meeting

Item Consent8

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

Staff Contact: Liz Loutzenhiser, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 9/7/2022 - 9/19/2022

Description (Payable)	Account Name	Amount
Vendor: 08424 - 21st CENTURY WATER TEHNOLOGIES, LLC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	625.96
		625.96
		Fund 111 - GENERAL Total:
		Vendor 08424 - 21st CENTURY WATER TEHNOLOGIES, LLC Total:
		625.96
Vendor: 00743 - 3M COMPANY		
Fund: 212 - STREETS		
THERMOPLASTIC PAVEMENT T...	STREET REPAIR SUPPLIES	786.44
		786.44
		Fund 212 - STREETS Total:
		Vendor 00743 - 3M COMPANY Total:
		786.44
Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	292.25
		292.25
		Fund 713 - CASH & INVESTMENT POOL Total:
		Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:
		292.25
Vendor: 00393 - ACTION COMMUNICATIONS INC.		
Fund: 111 - GENERAL		
RADIO BATTERIES - SIX	DEPARTMENT SUPPLIES	838.50
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	14.40
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	144.35
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	156.67
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	136.50
		1,290.42
		Fund 111 - GENERAL Total:
		Vendor 00393 - ACTION COMMUNICATIONS INC. Total:
		1,290.42
Vendor: 02583 - ADVANCE AUTO PARTS		
Fund: 111 - GENERAL		
Equipment Maintenace-REC	EQUIPMENT MAINTENANCE	330.80
		330.80
		Fund 111 - GENERAL Total:
		330.80
Fund: 212 - STREETS		
SUPP - BRAKE CLEANER	DEPARTMENT SUPPLIES	100.44
TIRE SEALANT	EQUIPMENT MAINTENANCE	14.27
		114.71
		Fund 212 - STREETS Total:
		Vendor 02583 - ADVANCE AUTO PARTS Total:
		445.51
Vendor: 09292 - ADVANCED CUTTING SYSTEMS, INC		
Fund: 212 - STREETS		
2 ROLLS BLACK TAPE	DEPARTMENT SUPPLIES	1,105.49
		1,105.49
		Fund 212 - STREETS Total:
		Vendor 09292 - ADVANCED CUTTING SYSTEMS, INC Total:
		1,105.49
Vendor: 08144 - AE SERVICES, LLC		
Fund: 111 - GENERAL		
ELECTRIC PARKS	ELECTRICAL MAINTENANCE	286.85
		286.85
		Fund 111 - GENERAL Total:
		Vendor 08144 - AE SERVICES, LLC Total:
		286.85
Vendor: 04575 - AUTOZONE STORES, INC		
Fund: 111 - GENERAL		
ANTIFREEZE - RESCUE 1	DEPARTMENT SUPPLIES	20.18
ANTIFREEZE - RESCUE 1	DEPARTMENT SUPPLIES	20.18
		40.36
		Fund 111 - GENERAL Total:
		40.36

Expense Approval Report

Post Dates: 9/7/2022 - 9/19/2022

Description (Payable)	Account Name	Amount
Fund: 212 - STREETS		
FILTERS FOR PICKUP	VEHICLE MAINTENANCE	20.18
		Fund 212 - STREETS Total: 20.18
		Vendor 04575 - AUTOZONE STORES, INC Total: 60.54
Vendor: 00271 - B&C STEEL CORPORATION		
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	30.23
		Fund 213 - CEMETERY Total: 30.23
		Vendor 00271 - B&C STEEL CORPORATION Total: 30.23
Vendor: 00405 - BLUFFS FACILITY SOLUTIONS		
Fund: 111 - GENERAL		
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES	155.34
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES	155.34
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES	90.38
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES	90.38
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	8.58
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	133.83
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	195.88
JANITAORIAL SUPP PARK	JANITORIAL SUPPLIES	101.84
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	32.00
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	220.16
		Fund 111 - GENERAL Total: 1,183.73
		Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total: 1,183.73
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 212 - STREETS		
PRINTER/COPIER SERVICE	CONTRACTUAL SERVICES	27.08
		Fund 212 - STREETS Total: 27.08
		Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total: 27.08
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
IPADS, TABLETS, CELL PHONES, ...	DEPARTMENT SUPPLIES	42.83
IPADS, TABLETS, CELL PHONES, ...	PHONE & INTERNET	20.04
		Fund 111 - GENERAL Total: 62.87
Fund: 212 - STREETS		
IPADS, TABLETS, CELL PHONES, ...	PHONE & INTERNET	693.73
		Fund 212 - STREETS Total: 693.73
Fund: 621 - ENVIRONMENTAL SERVICES		
IPADS, TABLETS, CELL PHONES, ...	PHONE & INTERNET	80.16
		Fund 621 - ENVIRONMENTAL SERVICES Total: 80.16
Fund: 631 - WASTEWATER		
CELL PHONES/CONTRACTUAL S...	CONTRACTUAL SERVICES	100.02
CELL PHONES/CONTRACTUAL S...	CELLULAR PHONE	42.91
IPADS, TABLETS, CELL PHONES, ...	PHONE & INTERNET	30.06
		Fund 631 - WASTEWATER Total: 172.99
Fund: 641 - WATER		
CELL PHONES/CONTRACTUAL S...	CONTRACTUAL SERVICES	60.02
CELL PHONES/CONTRACTUAL S...	CELLULAR PHONE	42.91
IPADS, TABLETS, CELL PHONES, ...	PHONE & INTERNET	30.06
		Fund 641 - WATER Total: 132.99
Fund: 721 - GIS SERVICES		
IPADS, TABLETS, CELL PHONES, ...	PHONE & INTERNET	10.02
		Fund 721 - GIS SERVICES Total: 10.02
		Vendor 07911 - CELLCO PARTNERSHIP Total: 1,152.76

Expense Approval Report

Post Dates: 9/7/2022 - 9/19/2022

Description (Payable)	Account Name	Amount
Vendor: 00484 - CITY OF GERING		
Fund: 111 - GENERAL		
GROUND MAIN T PARK	GROUNDS MAINTENANCE	18.57
GROUND MAINT PARK	GROUNDS MAINTENANCE	117.78
GROUND MAINT PARK	GROUNDS MAINTENANCE	142.21
GROUND MAINT PARK	GROUNDS MAINTENANCE	105.56
		Fund 111 - GENERAL Total:
		384.12
Fund: 621 - ENVIRONMENTAL SERVICES		
Disposal Fees-SAN	DISPOSAL FEES	44,839.67
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		44,839.67
Fund: 661 - STORMWATER		
Scottsbluff Share of USGS Stre...	CONTRACTUAL SERVICES	1,778.70
		Fund 661 - STORMWATER Total:
		1,778.70
		Vendor 00484 - CITY OF GERING Total:
		47,002.49
Vendor: 01976 - CLARK PRINTING LLC		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	45.00
		Fund 111 - GENERAL Total:
		45.00
		Vendor 01976 - CLARK PRINTING LLC Total:
		45.00
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY		
Fund: 713 - CASH & INVESTMENT POOL		
INSURANCE	LIFE INS EE PAYABLE	22.75
		Fund 713 - CASH & INVESTMENT POOL Total:
		22.75
		Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:
		22.75
Vendor: 00706 - COMPUTER CONNECTION INC		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	44.00
		Fund 111 - GENERAL Total:
		44.00
		Vendor 00706 - COMPUTER CONNECTION INC Total:
		44.00
Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	73.05
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	63.30
		Fund 111 - GENERAL Total:
		136.35
		Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:
		136.35
Vendor: 00267 - CONTRACTORS MATERIALS INC.		
Fund: 212 - STREETS		
42" DELINEATOR POSTS W/BASE	DEPARTMENT SUPPLIES	1,323.00
SUPP - BLADES FOR SAW	DEPARTMENT SUPPLIES	820.26
		Fund 212 - STREETS Total:
		2,143.26
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	117.60
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		117.60
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	603.15
		Fund 641 - WATER Total:
		603.15
		Vendor 00267 - CONTRACTORS MATERIALS INC. Total:
		2,864.01
Vendor: 09824 - CORE & MAIN LP		
Fund: 641 - WATER		
METERS	METERS	471.86
METERS	METERS	4,051.20
METERS	DEPARTMENT SUPPLIES	287.64
		Fund 641 - WATER Total:
		4,810.70
		Vendor 09824 - CORE & MAIN LP Total:
		4,810.70

Expense Approval Report

Post Dates: 9/7/2022 - 9/19/2022

Description (Payable)	Account Name	Amount
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS		
Fund: 111 - GENERAL		
FEE - AUGUST 2022	CONSULTING SERVICES	50.00
		Fund 111 - GENERAL Total: 50.00
		Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total: 50.00
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	17.05
		Fund 111 - GENERAL Total: 17.05
Fund: 212 - STREETS		
FLUOR BULBS	DEPARTMENT SUPPLIES	143.74
		Fund 212 - STREETS Total: 143.74
		Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total: 160.79
Vendor: 09767 - CROELL INC		
Fund: 212 - STREETS		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	569.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	2,047.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	438.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,462.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	555.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	753.75
		Fund 212 - STREETS Total: 5,825.75
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	460.10
		Fund 641 - WATER Total: 460.10
		Vendor 09767 - CROELL INC Total: 6,285.85
Vendor: 10394 - DIRT STIX NURSERY		
Fund: 223 - KENO		
KENO	DEPARTMENT SUPPLIES	412.80
		Fund 223 - KENO Total: 412.80
		Vendor 10394 - DIRT STIX NURSERY Total: 412.80
Vendor: 00638 - DYKES OIL INC		
Fund: 641 - WATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	54.37
		Fund 641 - WATER Total: 54.37
		Vendor 00638 - DYKES OIL INC Total: 54.37
Vendor: 10279 - EAKES INC		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	380.20
DEPT SUPP ADM	DEPARTMENT SUPPLIES	41.98
DEPT SUPP DS	DEPARTMENT SUPPLIES	9.99
DEPT SUPP DS	DEPARTMENT SUPPLIES	9.99
DEPT SUPP ADM	DEPARTMENT SUPPLIES	48.17
DEPT SUPP ADM	DEPARTMENT SUPPLIES	15.98
		Fund 111 - GENERAL Total: 506.31
Fund: 661 - STORMWATER		
DEPT SUPP DS	DEPARTMENT SUPPLIES	9.99
		Fund 661 - STORMWATER Total: 9.99
		Vendor 10279 - EAKES INC Total: 516.30
Vendor: 10372 - ESSENTIAL FUEL LLC STORE #003		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	420.00
		Fund 111 - GENERAL Total: 420.00

Expense Approval Report

Post Dates: 9/7/2022 - 9/19/2022

Description (Payable)	Account Name	Amount
Fund: 631 - WASTEWATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	26.00
		Fund 631 - WASTEWATER Total: 26.00
Fund: 641 - WATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	26.00
		Fund 641 - WATER Total: 26.00
		Vendor 10372 - ESSENTIAL FUEL LLC STORE #003 Total: 472.00
Vendor: 07574 - FAT BOYS TIRE AND AUTO		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	10.00
		Fund 111 - GENERAL Total: 10.00
Fund: 212 - STREETS		
NEW TIRES FOR PICKUP	VEHICLE MAINTENANCE	977.99
2 NEW TIRES FOR FLATBED	VEHICLE MAINTENANCE	463.00
TIRE REPAIR FOR SWEEPER	EQUIPMENT MAINTENANCE	46.35
		Fund 212 - STREETS Total: 1,487.34
		Vendor 07574 - FAT BOYS TIRE AND AUTO Total: 1,497.34
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	501.54
		Fund 641 - WATER Total: 501.54
		Vendor 00548 - FEDERAL EXPRESS CORPORATION Total: 501.54
Vendor: 10035 - FINDAWAY WORLD LLC		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	224.95
Coll.	COLLECTIONS	567.90
Coll.	COLLECTIONS	1,964.66
		Fund 111 - GENERAL Total: 2,757.51
		Vendor 10035 - FINDAWAY WORLD LLC Total: 2,757.51
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF		
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	214.68
Department Supplies-SAN	DEPARTMENT SUPPLIES	27.00
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	560.54
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	137.16
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	1,614.99
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	2,747.03
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	3,536.26
		Fund 621 - ENVIRONMENTAL SERVICES Total: 8,837.66
		Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total: 8,837.66
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	370.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	185.00
		Fund 111 - GENERAL Total: 1,335.00
		Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total: 1,335.00
Vendor: 05600 - GALLS INC		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	139.19
UNIFORMS-PD	UNIFORMS & CLOTHING	134.07
UNIFORMS-PD	UNIFORMS & CLOTHING	81.35

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Description (Payable)	Account Name	Amount
UNIFORMS-PD	UNIFORMS & CLOTHING	114.56
		Fund 111 - GENERAL Total:
		469.17
Fund: 215 - SPECIAL PROJECTS		
K9 SUPPLIES-PD	DEPARTMENT SUPPLIES	50.47
		Fund 215 - SPECIAL PROJECTS Total:
		50.47
		Vendor 05600 - GALLS INC Total:
		519.64
Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC		
Fund: 212 - STREETS		
TRAFFIC SIGNAL CABINETS	EQUIPMENT	45,452.00
		Fund 212 - STREETS Total:
		45,452.00
		Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total:
		45,452.00
Vendor: 09610 - GRAY TELEVISION GROUP INC		
Fund: 661 - STORMWATER		
NBC Nebrasska TV PSAs	CONTRACTUAL SERVICES	1,385.00
NBC Nebraska Streaming PSAs	CONTRACTUAL SERVICES	500.00
NBC Nebraska Internet PSA	CONTRACTUAL SERVICES	199.33
		Fund 661 - STORMWATER Total:
		2,084.33
		Vendor 09610 - GRAY TELEVISION GROUP INC Total:
		2,084.33
Vendor: 10136 - GREENING ENTERPRISES INC.		
Fund: 225 - MUTUAL FIRE		
FOUR SETS OF TURNOUTS	DEPARTMENT SUPPLIES	11,938.64
		Fund 225 - MUTUAL FIRE Total:
		11,938.64
		Vendor 10136 - GREENING ENTERPRISES INC. Total:
		11,938.64
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	3,921.98
CHEMICALS	CHEMICALS	1,949.32
CHEMICALS	CHEMICALS	3,821.70
		Fund 641 - WATER Total:
		9,693.00
		Vendor 04371 - HAWKINS, INC. Total:
		9,693.00
Vendor: 00609 - HENNINGS CONSTRUCTION, INC.		
Fund: 661 - STORMWATER		
HILLTOP ESTATES STORM SEWE... STRUCTURES		2,485.00
		Fund 661 - STORMWATER Total:
		2,485.00
		Vendor 00609 - HENNINGS CONSTRUCTION, INC. Total:
		2,485.00
Vendor: 09305 - HONEY WAGON EXPRESS		
Fund: 111 - GENERAL		
CONTRACTUAL PARKS	CONTRACTUAL SERVICES	225.00
CONTRACTUAL PARK	CONTRACTUAL SERVICES	225.00
CONTRACTUAL PARK	CONTRACTUAL SERVICES	225.00
		Fund 111 - GENERAL Total:
		675.00
		Vendor 09305 - HONEY WAGON EXPRESS Total:
		675.00
Vendor: 10391 - HQ COMPOST HOLDINGS LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	4,450.00
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		4,450.00
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	4,450.00
		Fund 631 - WASTEWATER Total:
		4,450.00
		Vendor 10391 - HQ COMPOST HOLDINGS LLC Total:
		8,900.00

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Description (Payable)	Account Name	Amount
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	97.00
		Fund 111 - GENERAL Total:
		97.00
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:		
97.00		
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 111 - GENERAL		
Jan. Sup.	JANITORIAL SUPPLIES	99.11
		Fund 111 - GENERAL Total:
		99.11
Fund: 212 - STREETS		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	54.64
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	54.64
		Fund 212 - STREETS Total:
		109.28
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	123.06
CONTRACTUAL SVC	CONTRACTUAL SERVICES	28.79
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		151.85
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	28.78
CONTRACTUAL SVC	CONTRACTUAL SERVICES	29.10
		Fund 631 - WASTEWATER Total:
		57.88
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	29.10
		Fund 641 - WATER Total:
		29.10
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:		
447.22		
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	70.55
		Fund 111 - GENERAL Total:
		70.55
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:		
70.55		
Vendor: 02578 - INFINITY CONSTRUCTION, INC.		
Fund: 631 - WASTEWATER		
FACILITY REPAIR	FACILITY REPAIRS	18,040.00
		Fund 631 - WASTEWATER Total:
		18,040.00
Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:		
18,040.00		
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	541.78
Coll.	COLLECTIONS	309.81
Coll.	COLLECTIONS	384.65
Coll.	COLLECTIONS	172.68
		Fund 111 - GENERAL Total:
		1,408.92
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:		
1,408.92		
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,480.47
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,480.47
WITHHOLDINGS	FICA W/H EE PAYABLE	16,504.52
WITHHOLDINGS	FICA W/H EE PAYABLE	16,504.52
WITHHOLDINGS	FED W/H EE PAYABLE	29,947.48
		Fund 713 - CASH & INVESTMENT POOL Total:
		71,917.46
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		
71,917.46		
Vendor: 10393 - INTERNATIONAL ASSOC OF ARSON INVESTIGATORS		
Fund: 111 - GENERAL		
52ND ANNUAL NEBRASKA ARS...	SCHOOL & CONFERENCE	300.00

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Description (Payable)	Account Name	Amount
52ND ANNUAL NEBRASKA ARS...	SCHOOL & CONFERENCE	300.00
	Fund 111 - GENERAL Total:	600.00
	Vendor 10393 - INTERNATIONAL ASSOC OF ARSON INVESTIGATORS Total:	600.00
 Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
DEPT SUPPLY	DEPARTMENT SUPPLIES	124.99
CONTR.SERV. - AUGUST 2022	CONTRACTUAL SERVICES	4,995.00
CONTR.SERV. POLICE - AUGUST...	CONTRACTUAL SERVICES	247.50
CONTR. SERV. LIBRARY - AUG. 2...	CONTRACTUAL SERVICES	157.50
DATTO ALTO - SEPT 2022	CONTRACTUAL SERVICES	2,298.00
DATTO ALTO - LIBR. SEPT 2022	CONTRACTUAL SERVICES	218.00
	Fund 111 - GENERAL Total:	8,040.99
 Fund: 212 - STREETS		
CONTR.SERV. - AUGUST 2022	CONTRACTUAL SERVICES	67.50
	Fund 212 - STREETS Total:	67.50
 Fund: 213 - CEMETERY		
CONTR.SERV. - AUGUST 2022	CONTRACTUAL SERVICES	90.00
	Fund 213 - CEMETERY Total:	90.00
 Fund: 224 - ECONOMIC DEVELOPMENT		
CONTR.SERV. - AUGUST 2022	CONTRACTUAL SERVICES	67.50
	Fund 224 - ECONOMIC DEVELOPMENT Total:	67.50
 Fund: 621 - ENVIRONMENTAL SERVICES		
CONTR.SERV. - AUGUST 2022	CONTRACTUAL SERVICES	67.50
	Fund 621 - ENVIRONMENTAL SERVICES Total:	67.50
 Fund: 641 - WATER		
CONTR.SERV. - AUGUST 2022	CONTRACTUAL SERVICES	135.00
DATTO ALTO - SEPT 2022	CONTRACTUAL SERVICES	119.00
	Fund 641 - WATER Total:	254.00
 Fund: 721 - GIS SERVICES		
CONTR.SERV. - AUGUST 2022	CONTRACTUAL SERVICES	360.00
	Fund 721 - GIS SERVICES Total:	360.00
	Vendor 08525 - INTRALINKS, INC Total:	8,947.49
 Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC		
Fund: 111 - GENERAL		
INTERNET PARK	PHONE & INTERNET	67.95
	Fund 111 - GENERAL Total:	67.95
 Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	51.95
	Fund 621 - ENVIRONMENTAL SERVICES Total:	51.95
 Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	51.95
	Fund 631 - WASTEWATER Total:	51.95
	Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:	171.85
 Vendor: 10389 - JARED WHITING		
Fund: 111 - GENERAL		
FACADE GRANT	COMMUNITY DEVELOPMENT	4,242.85
	Fund 111 - GENERAL Total:	4,242.85
	Vendor 10389 - JARED WHITING Total:	4,242.85
 Vendor: 10335 - JOE MCVEY		
Fund: 111 - GENERAL		
CONTRACTUAL PARK	CONTRACTUAL SERVICES	1,351.44
	Fund 111 - GENERAL Total:	1,351.44
	Vendor 10335 - JOE MCVEY Total:	1,351.44

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Description (Payable)	Account Name	Amount
Vendor: 09747 - KNOW HOW LLC		
Fund: 111 - GENERAL		
FUEL PUMP AND CLAMP - UTILI...	DEPARTMENT SUPPLIES	66.86
FUEL FILTER - UTILITY VEHICLE	DEPARTMENT SUPPLIES	1.99
AIR FILTER - ENGINE 1	DEPARTMENT SUPPLIES	120.56
VEH MAINT-PD	VEHICLE MAINTENANCE	151.61
DEPT SUPP PARK	DEPARTMENT SUPPLIES	13.86
FUEL FILTERS - ENGINE 1	DEPARTMENT SUPPLIES	55.84
Fund 111 - GENERAL Total:		410.72
Fund: 212 - STREETS		
FILTER & SILICONE FOR PICKUP	VEHICLE MAINTENANCE	15.86
FILTERS FOR SWEEPER	EQUIPMENT MAINTENANCE	48.59
FILTERS FOR SWEEPER	VEHICLE MAINTENANCE	16.00
SUPPLIES	DEPARTMENT SUPPLIES	8.99
Fund 212 - STREETS Total:		89.44
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	30.00
Department Supplies-SAN	DEPARTMENT SUPPLIES	153.51
EQUIP MAINT	EQUIPMENT MAINTENANCE	164.57
Department Supplies-SAN	DEPARTMENT SUPPLIES	19.16
Department Supplies-SAN	DEPARTMENT SUPPLIES	-2.70
EQUIP MAINT	EQUIPMENT MAINTENANCE	3.23
Department Supplies-SAN	DEPARTMENT SUPPLIES	549.67
Department Supplies-SAN	DEPARTMENT SUPPLIES	30.00
EQUIP MAINT	EQUIPMENT MAINTENANCE	11.74
EQUIP MAINT	EQUIPMENT MAINTENANCE	75.70
EQUIP MAINT	EQUIPMENT MAINTENANCE	1.60
Department Supplies-SAN	DEPARTMENT SUPPLIES	13.80
Department Supplies-SAN	DEPARTMENT SUPPLIES	102.01
Department Supplies-SAN	DEPARTMENT SUPPLIES	321.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,473.79
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	30.96
EQUIP MAINT	EQUIPMENT MAINTENANCE	164.57
EQUIP MAINT	EQUIPMENT MAINTENANCE	3.22
EQUIP MAINT	EQUIPMENT MAINTENANCE	11.75
EQUIP MAINT	EQUIPMENT MAINTENANCE	75.70
EQUIP MAINT	EQUIPMENT MAINTENANCE	1.59
Fund 631 - WASTEWATER Total:		287.79
Fund: 641 - WATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	15.80
VEHICLE MAINT	VEHICLE MAINTENANCE	193.27
VEHICLE MAINT	VEHICLE MAINTENANCE	-18.99
Fund 641 - WATER Total:		190.08
Vendor 09747 - KNOW HOW LLC Total:		2,451.82
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT		
Fund: 212 - STREETS		
ENDORS#28 - TRANSP. 2023 JD ... PROP & EQUIP INSURANCE		64.03
Fund 212 - STREETS Total:		64.03
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:		64.03
Vendor: 10134 - LEE BHM CORP		
Fund: 111 - GENERAL		
LEGAL PUBLISHING	LEGAL PUBLICATIONS	56.80
LEGAL PUBLISHING	LEGAL PUBLICATIONS	70.36
LEGAL PUBLISHING	LEGAL PUBLICATIONS	659.35
LEGAL PUBLISHING	LEGAL PUBLICATIONS	18.10

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Description (Payable)	Account Name	Amount
LEGAL PUBLISHING	RECRUITMENT	4,100.00
		Fund 111 - GENERAL Total: 4,904.61
Fund: 224 - ECONOMIC DEVELOPMENT		
LEGAL PUBLISHING	PUBLICATIONS	17.58
		Fund 224 - ECONOMIC DEVELOPMENT Total: 17.58
Vendor 10134 - LEE BHM CORP Total: 4,922.19		
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	100.00
		Fund 111 - GENERAL Total: 100.00
Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total: 100.00		
Vendor: 10285 - L-TRON CORPORATION		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	82.94
		Fund 111 - GENERAL Total: 82.94
Vendor 10285 - L-TRON CORPORATION Total: 82.94		
Vendor: 10276 - MANLEY TYREL		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	350.00
		Fund 631 - WASTEWATER Total: 350.00
Vendor 10276 - MANLEY TYREL Total: 350.00		
Vendor: 10388 - MARV ROGERS		
Fund: 213 - CEMETERY		
REFUND - SATURDAY SERVICE ...	OPENINGS	500.00
		Fund 213 - CEMETERY Total: 500.00
Vendor 10388 - MARV ROGERS Total: 500.00		
Vendor: 08317 - MATHESON TRI-GAS INC		
Fund: 641 - WATER		
RENT - MACHINES	RENT-MACHINES	66.18
		Fund 641 - WATER Total: 66.18
Vendor 08317 - MATHESON TRI-GAS INC Total: 66.18		
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
SOCKET BIT SETS AND HARDWA...	DEPARTMENT SUPPLIES	37.70
TV Mounting Hardware	DEPARTMENT SUPPLIES	4.58
GROUND MAINT PARK	GROUNDS MAINTENANCE	79.92
		Fund 111 - GENERAL Total: 122.20
Fund: 212 - STREETS		
SUPP - WHITE PANEL	DEPARTMENT SUPPLIES	86.99
SUPP - MARKING WAND & TAPE	DEPARTMENT SUPPLIES	45.95
SUPP - STRAPS, CHALK REEL, ST...	DEPARTMENT SUPPLIES	315.20
SUPP - DUCT TAPE, DRILL BIT, H...	DEPARTMENT SUPPLIES	16.63
		Fund 212 - STREETS Total: 464.77
Vendor 07628 - MENARDS, INC Total: 586.97		
Vendor: 07938 - MIDWEST CONNECT, LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
UB PROCESSING - AUGUST 2022	CONTRACTUAL SERVICES	899.45
		Fund 621 - ENVIRONMENTAL SERVICES Total: 899.45
Fund: 631 - WASTEWATER		
UB PROCESSING - AUGUST 2022	CONTRACTUAL SERVICES	899.45
		Fund 631 - WASTEWATER Total: 899.45

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Description (Payable)	Account Name	Amount
Fund: 641 - WATER		
UB PROCESSING - AUGUST 2022	CONTRACTUAL SERVICES	899.45
		Fund 641 - WATER Total: 899.45
		Vendor 07938 - MIDWEST CONNECT, LLC Total: 2,698.35
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP		
Fund: 111 - GENERAL		
IMAGESILO - AUGUST 2022	CONTRACTUAL SERVICES	39.99
		Fund 111 - GENERAL Total: 39.99
		Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total: 39.99
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,569.10
		Fund 713 - CASH & INVESTMENT POOL Total: 1,569.10
		Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total: 1,569.10
Vendor: 00942 - NE DEPT OF ENVIRONMENTAL QUALITY		
Fund: 621 - ENVIRONMENTAL SERVICES		
LICENSE/PERMITS	CONTRACTUAL SERVICES	1,050.00
		Fund 621 - ENVIRONMENTAL SERVICES Total: 1,050.00
Fund: 631 - WASTEWATER		
LICENSE/PERMITS	LICENSE/PERMITS	1,050.00
		Fund 631 - WASTEWATER Total: 1,050.00
		Vendor 00942 - NE DEPT OF ENVIRONMENTAL QUALITY Total: 2,100.00
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 111 - GENERAL		
LODGING TAX	LEGAL FEES	365.43
		Fund 111 - GENERAL Total: 365.43
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	STATE W/H EE PAYABLE	24,478.56
		Fund 713 - CASH & INVESTMENT POOL Total: 24,478.56
		Vendor 00797 - NE DEPT OF REVENUE Total: 24,843.99
Vendor: 04460 - NEBRASKA INTERACTIVE, LLC		
Fund: 111 - GENERAL		
SUBSCRIPTION FEE	CONSULTING SERVICES	100.00
		Fund 111 - GENERAL Total: 100.00
		Vendor 04460 - NEBRASKA INTERACTIVE, LLC Total: 100.00
Vendor: 00402 - NEBRASKA MACHINERY CO		
Fund: 212 - STREETS		
CUTTING EDGES	EQUIPMENT MAINTENANCE	1,494.90
CUTTING EDGE	EQUIPMENT MAINTENANCE	166.10
		Fund 212 - STREETS Total: 1,661.00
		Vendor 00402 - NEBRASKA MACHINERY CO Total: 1,661.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 111 - GENERAL		
Electric	ELECTRICITY	657.78
Electric	ELECTRICITY	37.04
Electric	ELECTRICITY	782.00
Electric	ELECTRICITY	82.40
Electric	ELECTRICITY	782.00
Electric	ELECTRICITY	227.27
Electric	ELECTRICITY	2,337.53
Electric	ELECTRICITY	5,037.90
Electric	ELECTRICITY	944.79
Electric	ELECTRICITY	1,360.99
Electric	STREET LIGHTS	100.40
		Fund 111 - GENERAL Total: 12,350.10

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Description (Payable)	Account Name	Amount
Fund: 212 - STREETS		
Electric	ELECTRICITY	618.57
Electric	ELECTRIC POWER	1,521.69
Electric	STREET LIGHTS	26,827.04
Fund 212 - STREETS Total:		28,967.30
Fund: 213 - CEMETERY		
Electric	ELECTRICITY	905.01
Fund 213 - CEMETERY Total:		905.01
Fund: 216 - BUSINESS IMPROVEMENT		
Electric	STREET LIGHTS	85.42
Fund 216 - BUSINESS IMPROVEMENT Total:		85.42
Fund: 621 - ENVIRONMENTAL SERVICES		
Electric	ELECTRICITY	692.19
Fund 621 - ENVIRONMENTAL SERVICES Total:		692.19
Fund: 631 - WASTEWATER		
Electric	ELECTRICITY	579.56
Electric	ELECTRIC POWER	41.42
Fund 631 - WASTEWATER Total:		620.98
Fund: 641 - WATER		
Electric	ELECTRICITY	21.41
Electric	ELECTRIC POWER	317.43
Fund 641 - WATER Total:		338.84
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		43,959.84
Vendor: 04198 - NEBRASKALAND TIRE, INC		
Fund: 631 - WASTEWATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	423.00
Fund 631 - WASTEWATER Total:		423.00
Vendor 04198 - NEBRASKALAND TIRE, INC Total:		423.00
Vendor: 09409 - NETWORKFLEET, INC		
Fund: 212 - STREETS		
GPS SERVICE FOR TRANS.	DEPARTMENT SUPPLIES	141.52
Fund 212 - STREETS Total:		141.52
Fund: 621 - ENVIRONMENTAL SERVICES		
Contractual Services-SAN	CONTRACTUAL SERVICES	134.33
Fund 621 - ENVIRONMENTAL SERVICES Total:		134.33
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	32.38
Fund 631 - WASTEWATER Total:		32.38
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	32.38
Fund 641 - WATER Total:		32.38
Vendor 09409 - NETWORKFLEET, INC Total:		340.61
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF		
Fund: 111 - GENERAL		
GALVANIZED FITTINGS - BRUSH 1	DEPARTMENT SUPPLIES	111.96
GROUND MAINT PARK	GROUNDS MAINTENANCE	3.52
Fund 111 - GENERAL Total:		115.48
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:		115.48
Vendor: 08840 - ONE CALL CONCEPTS, INC		
Fund: 212 - STREETS		
CONTRACTUAL	CONTRACTUAL SERVICES	86.62
Fund 212 - STREETS Total:		86.62

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Description (Payable)	Account Name	Amount
Fund: 631 - WASTEWATER		
CONTRACTUAL	CONTRACTUAL SERVICES	86.62
		Fund 631 - WASTEWATER Total: 86.62
Fund: 641 - WATER		
CONTRACTUAL	CONTRACTUAL SERVICES	86.62
		Fund 641 - WATER Total: 86.62
		Vendor 08840 - ONE CALL CONCEPTS, INC Total: 259.86
Vendor: 09218 - PAGE MY CELL LLC		
Fund: 111 - GENERAL		
PAGING OVER CELLULAR PHON...	CONTRACTUAL SERVICES	600.00
		Fund 111 - GENERAL Total: 600.00
		Vendor 09218 - PAGE MY CELL LLC Total: 600.00
Vendor: 10173 - PAIGE'S POSIES		
Fund: 216 - BUSINESS IMPROVEMENT		
BID - Parking Lot Garden Maint...	CONTRACTUAL SERVICES	2,950.00
		Fund 216 - BUSINESS IMPROVEMENT Total: 2,950.00
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	300.00
		Fund 641 - WATER Total: 300.00
Fund: 661 - STORMWATER		
SW- Garden maintenance	CONTRACTUAL SERVICES	2,225.00
		Fund 661 - STORMWATER Total: 2,225.00
		Vendor 10173 - PAIGE'S POSIES Total: 5,475.00
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION		
Fund: 111 - GENERAL		
CONCESSONS REC	SPECIAL EVENTS	28.35
		Fund 111 - GENERAL Total: 28.35
Fund: 213 - CEMETERY		
FUEL CEMETERY	OTHER FUEL	1,153.74
		Fund 213 - CEMETERY Total: 1,153.74
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	50.98
Department Supplies-SAN	DEPARTMENT SUPPLIES	31.95
Department Supplies-SAN	DEPARTMENT SUPPLIES	52.77
FUEL	OTHER FUEL	1,690.74
		Fund 621 - ENVIRONMENTAL SERVICES Total: 1,826.44
Fund: 631 - WASTEWATER		
FUEL	OTHER FUEL	1,690.75
		Fund 631 - WASTEWATER Total: 1,690.75
		Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total: 4,699.28
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	75.00
		Fund 641 - WATER Total: 75.00
		Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total: 75.00
Vendor: 08638 - PANHANDLE PUBLIC HEALTH DISTRICT		
Fund: 411 - CDBG		
CDBG 20HO31041 #1	GRANT EXPENSE	16,000.00
		Fund 411 - CDBG Total: 16,000.00
		Vendor 08638 - PANHANDLE PUBLIC HEALTH DISTRICT Total: 16,000.00

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Description (Payable)	Account Name	Amount
Vendor: 10325 - PLAKA & ASSOCIATES INC		
Fund: 224 - ECONOMIC DEVELOPMENT		
ECON.DEV. STRATEGIC PLAN (F...	CONTRACTUAL SERVICES	7,487.50
		Fund 224 - ECONOMIC DEVELOPMENT Total: 7,487.50
		Vendor 10325 - PLAKA & ASSOCIATES INC Total: 7,487.50
 Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCT	HSA EE PAYABLE	9,541.74
		Fund 713 - CASH & INVESTMENT POOL Total: 9,541.74
		Vendor 01276 - PLATTE VALLEY BANK Total: 9,541.74
 Vendor: 00796 - POWERPLAN		
Fund: 212 - STREETS		
NEW WHEEL LOADER	EQUIPMENT	154,700.00
		Fund 212 - STREETS Total: 154,700.00
		Vendor 00796 - POWERPLAN Total: 154,700.00
 Vendor: 10392 - QUINTANA KATHLEEN		
Fund: 111 - GENERAL		
PER DIEM ARSON CONFERENCE	SCHOOL & CONFERENCE	144.00
		Fund 111 - GENERAL Total: 144.00
		Vendor 10392 - QUINTANA KATHLEEN Total: 144.00
 Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	928.08
		Fund 111 - GENERAL Total: 928.08
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	362.33
		Fund 213 - CEMETERY Total: 362.33
		Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total: 1,290.41
 Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	350.00
CLAIMS	CLAIMS EXPENSE	79,291.98
CLAIMS	CLAIMS EXPENSE	10,779.25
		Fund 812 - HEALTH INSURANCE Total: 90,421.23
		Vendor 04089 - REGIONAL CARE INC Total: 90,421.23
 Vendor: 00798 - REGISTER OF DEEDS		
Fund: 213 - CEMETERY		
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
		Fund 213 - CEMETERY Total: 50.00
		Vendor 00798 - REGISTER OF DEEDS Total: 50.00
 Vendor: 10233 - REZPLOT SYSTEM LLC		
Fund: 111 - GENERAL		
CONTRACTUAL PARK	CONTRACTUAL SERVICES	280.50
		Fund 111 - GENERAL Total: 280.50
		Vendor 10233 - REZPLOT SYSTEM LLC Total: 280.50
 Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	159.00
		Fund 713 - CASH & INVESTMENT POOL Total: 159.00
		Vendor 00026 - S M E C Total: 159.00

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Description (Payable)	Account Name	Amount
Vendor: 00257 - SANDBERG IMPLEMENT, INC		
Fund: 212 - STREETS		
FILTER & BELTS FOR GRINDLZR ...	EQUIPMENT MAINTENANCE	44.60
HONDA SPARK PLUGS	EQUIPMENT MAINTENANCE	34.70
	Fund 212 - STREETS Total:	79.30
	Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	79.30
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	260.00
	Fund 713 - CASH & INVESTMENT POOL Total:	260.00
	Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:	260.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	178.00
	Fund 111 - GENERAL Total:	178.00
	Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:	178.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	936.00
	Fund 713 - CASH & INVESTMENT POOL Total:	936.00
	Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	936.00
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	4,167.18
CONTRACTUAL	CONTRACTUAL SERVICES	67.50
CONTRACTUAL	CONTRACTUAL SERVICES	6,264.61
CONTRACTUAL	CONTRACTUAL SERVICES	391.50
	Fund 111 - GENERAL Total:	10,890.79
Fund: 224 - ECONOMIC DEVELOPMENT		
CONTRACTUAL	CONTRACTUAL SERVICES	630.00
CONTRACTUAL	CONTRACTUAL SERVICES	270.00
CONTRACTUAL	CONTRACTUAL SERVICES	465.00
CONTRACTUAL	CONTRACTUAL SERVICES	30.00
	Fund 224 - ECONOMIC DEVELOPMENT Total:	1,395.00
Fund: 321 - CRA		
CONTRACTUAL	CONTRACTUAL SERVICES	52.50
	Fund 321 - CRA Total:	52.50
	Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:	12,338.29
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 212 - STREETS		
RECYCLED BASE GRAVEL	STREET REPAIR SUPPLIES	325.38
RECYCLED BASE GRAVEL	STREET REPAIR SUPPLIES	240.72
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,541.00
RECYCLED BASE GRAVEL	STREET MAINTENANCE	515.61
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,917.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	3,071.00
	Fund 212 - STREETS Total:	7,611.21
	Vendor 01031 - SIMON CONTRACTORS Total:	7,611.21
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
Equip. Main.	EQUIPMENT MAINTENANCE	1,830.00
	Fund 111 - GENERAL Total:	1,830.00
	Vendor 00513 - SNELL SERVICES INC. Total:	1,830.00

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Description (Payable)	Account Name	Amount
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	14.95
		Fund 111 - GENERAL Total: 14.95
Fund: 212 - STREETS		
MAINTENANCE SERVICE FOR SE...	EQUIPMENT MAINTENANCE	400.00
		Fund 212 - STREETS Total: 400.00
Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total: 414.95		
Vendor: 10390 - STANDS STEVE		
Fund: 212 - STREETS		
RE-IMBURSEMENT FOR CDL	MISCELLANEOUS	60.00
		Fund 212 - STREETS Total: 60.00
Vendor 10390 - STANDS STEVE Total: 60.00		
Vendor: 09542 - SUBWAY 6906		
Fund: 111 - GENERAL		
RECRUITMENT	RECRUITMENT	55.80
		Fund 111 - GENERAL Total: 55.80
Vendor 09542 - SUBWAY 6906 Total: 55.80		
Vendor: 09346 - SUHOR INDUSTRIES, INC.		
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	110.00
DEPT SUPP CEM	DEPARTMENT SUPPLIES	110.00
		Fund 213 - CEMETERY Total: 220.00
Vendor 09346 - SUHOR INDUSTRIES, INC. Total: 220.00		
Vendor: 00325 - TEXAS PNEUDRAULIC INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	106.75
		Fund 621 - ENVIRONMENTAL SERVICES Total: 106.75
Vendor 00325 - TEXAS PNEUDRAULIC INC Total: 106.75		
Vendor: 01325 - THE PEAVEY CORP		
Fund: 111 - GENERAL		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	82.11
		Fund 111 - GENERAL Total: 82.11
Vendor 01325 - THE PEAVEY CORP Total: 82.11		
Vendor: 05087 - TRAFFIC PARTS, INC		
Fund: 212 - STREETS		
RED, AMBER, GREEN LED'S FOR ...	DEPARTMENT SUPPLIES	2,725.05
		Fund 212 - STREETS Total: 2,725.05
Vendor 05087 - TRAFFIC PARTS, INC Total: 2,725.05		
Vendor: 10383 - U AND U TRUCKING LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Contractual Services-SAN	CONTRACTUAL SERVICES	1,102.00
		Fund 621 - ENVIRONMENTAL SERVICES Total: 1,102.00
Vendor 10383 - U AND U TRUCKING LLC Total: 1,102.00		
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	9,269.44
RETIREMENT	REGULAR RETIRE EE PAY	8,364.11
RETIREMENT	DEFERRED COMP EE PAY	1,240.00
RETIREMENT	DEFERRED COMP EE PAY	570.64
RETIREMENT	DEFERRED COMP EE PAY	1,663.83
RETIREMENT	RETIRE FIRE EE PAYABLE	5,042.40
RETIREMENT	RETIRE FIRE EE PAYABLE	2,616.20
RETIREMENT	RETIRE POLICE EE PAY	7,966.83

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Description (Payable)	Account Name	Amount
RETIREMENT	RETIRE POLICE EE PAY	7,077.20
		Fund 713 - CASH & INVESTMENT POOL Total:
		43,810.65
		Vendor 09865 - UNION BANK & TRUST Total:
		43,810.65
Vendor: 00268 - WESTERN COOPERATIVE COMPANY		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	1,369.50
GROUND MAINT PARK	GROUNDS MAINTENANCE	6,956.00
		Fund 111 - GENERAL Total:
		8,325.50
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	1,495.00
		Fund 213 - CEMETERY Total:
		1,495.00
		Vendor 00268 - WESTERN COOPERATIVE COMPANY Total:
		9,820.50
Vendor: 06089 - WESTERN COOPERATIVE COMPANY		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	635.25
		Fund 111 - GENERAL Total:
		635.25
		Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:
		635.25
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC		
Fund: 111 - GENERAL		
DOT TESTING - AUGUST 2022	CONTRACTUAL SERVICES	166.00
		Fund 111 - GENERAL Total:
		166.00
		Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:
		166.00
Vendor: 10221 - WEX BANK		
Fund: 111 - GENERAL		
Fuel - DS Chevy	GASOLINE	116.51
AUGUST GASOLINE	GASOLINE	243.01
GASOLINE-PD	GASOLINE	6,888.62
FUEL	GASOLINE	2,045.24
FUEL	OTHER FUEL	4,263.42
FUEL	GASOLINE	-379.88
		Fund 111 - GENERAL Total:
		13,176.92
Fund: 212 - STREETS		
UNLEADED GASOLINE	GASOLINE	2,128.16
UNLEADED GASOLINE	OTHER FUEL	1,447.56
		Fund 212 - STREETS Total:
		3,575.72
Fund: 224 - ECONOMIC DEVELOPMENT		
SCHOOL & CONF ED	SCHOOL & CONFERENCE	50.96
		Fund 224 - ECONOMIC DEVELOPMENT Total:
		50.96
Fund: 621 - ENVIRONMENTAL SERVICES		
FUEL	GASOLINE	60.75
Diesel/Unleaded Fuel-SAN	GASOLINE	183.48
Diesel/Unleaded Fuel-SAN	OTHER FUEL	11,919.46
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		12,163.69
Fund: 631 - WASTEWATER		
FUEL	GASOLINE	60.75
FUEL	GASOLINE	758.56
FUEL	OTHER FUEL	1,523.26
		Fund 631 - WASTEWATER Total:
		2,342.57
Fund: 641 - WATER		
FUEL	GASOLINE	1,745.60
		Fund 641 - WATER Total:
		1,745.60
		Vendor 10221 - WEX BANK Total:
		33,055.46

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Description (Payable)	Account Name	Amount
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:		<u>738.08</u>
Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:		<u>738.08</u>
Grand Total:		<u><u>768,520.52</u></u>

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	82,577.03	365.43
212 - STREETS	258,602.46	0.00
213 - CEMETERY	4,806.31	0.00
215 - SPECIAL PROJECTS	50.47	0.00
216 - BUSINESS IMPROVEMENT	3,035.42	0.00
223 - KENO	412.80	0.00
224 - ECONOMIC DEVELOPMENT	9,018.54	0.00
225 - MUTUAL FIRE	11,938.64	0.00
321 - CRA	52.50	0.00
411 - CDBG	16,000.00	0.00
621 - ENVIRONMENTAL SERVICES	78,045.03	0.00
631 - WASTEWATER	30,582.36	0.00
641 - WATER	20,299.10	0.00
661 - STORMWATER	8,583.02	0.00
713 - CASH & INVESTMENT POOL	153,725.59	153,725.59
721 - GIS SERVICES	370.02	0.00
812 - HEALTH INSURANCE	90,421.23	90,421.23
Grand Total:	768,520.52	244,512.25

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-52111-111	DEPARTMENT SUPPLIES	106.13	0.00
111-52111-116	DEPARTMENT SUPPLIES	124.99	0.00
111-52111-121	DEPARTMENT SUPPLIES	24.56	0.00
111-52111-141	DEPARTMENT SUPPLIES	1,429.11	0.00
111-52111-142	DEPARTMENT SUPPLIES	155.34	0.00
111-52111-151	DEPARTMENT SUPPLIES	425.20	0.00
111-52111-171	DEPARTMENT SUPPLIES	788.94	0.00
111-52121-141	JANITORIAL SUPPLIES	90.38	0.00
111-52121-142	JANITORIAL SUPPLIES	90.38	0.00
111-52121-151	JANITORIAL SUPPLIES	99.11	0.00
111-52121-171	JANITORIAL SUPPLIES	692.29	0.00
111-52134-172	SPECIAL EVENTS	28.35	0.00
111-52163-142	INVESTIGATIVE EXPENSES	82.11	0.00
111-52181-142	UNIFORMS & CLOTHING	469.17	0.00
111-52222-151	COLLECTIONS	4,166.43	0.00
111-52511-121	GASOLINE	116.51	0.00
111-52511-141	GASOLINE	-136.87	0.00
111-52511-142	GASOLINE	6,888.62	0.00
111-52511-171	GASOLINE	2,045.24	0.00
111-52521-111	OTHER FUEL	4,263.42	0.00
111-53111-112	CONTRACTUAL SERVICES	166.00	0.00
111-53111-114	CONTRACTUAL SERVICES	6,332.11	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-116	CONTRACTUAL SERVICES	7,916.00	0.00
111-53111-141	CONTRACTUAL SERVICES	600.00	0.00
111-53111-142	CONTRACTUAL SERVICES	5,952.63	0.00
111-53111-171	CONTRACTUAL SERVICES	2,306.94	0.00
111-53121-112	CONSULTING SERVICES	150.00	0.00
111-53121-142	CONSULTING SERVICES	100.00	0.00
111-53161-111	LEGAL PUBLICATIONS	56.80	0.00
111-53161-112	LEGAL PUBLICATIONS	70.36	0.00
111-53161-115	LEGAL PUBLICATIONS	659.35	0.00
111-53161-171	LEGAL PUBLICATIONS	18.10	0.00
111-53211-142	LEGAL FEES	178.00	0.00
111-53211-171	LEGAL FEES	365.43	365.43
111-53431-171	ELECTRICAL MAINTENAN...	286.85	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53441-142	EQUIPMENT MAINTENAN...	520.46	0.00
111-53441-151	EQUIPMENT MAINTENAN...	1,830.00	0.00
111-53441-171	EQUIPMENT MAINTENAN...	24.40	0.00
111-53441-172	EQUIPMENT MAINTENAN...	330.80	0.00
111-53451-142	VEHICLE MAINTENANCE	571.61	0.00
111-53471-171	GROUNDS MAINTENANCE	10,434.70	0.00
111-53511-111	ELECTRICITY	657.78	0.00
111-53511-141	ELECTRICITY	819.04	0.00
111-53511-142	ELECTRICITY	864.40	0.00
111-53511-143	ELECTRICITY	227.27	0.00
111-53511-151	ELECTRICITY	2,337.53	0.00
111-53511-171	ELECTRICITY	5,982.69	0.00
111-53511-172	ELECTRICITY	1,360.99	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-121	PHONE & INTERNET	20.04	0.00
111-53561-171	PHONE & INTERNET	67.95	0.00
111-53711-141	SCHOOL & CONFERENCE	744.00	0.00
111-53711-142	SCHOOL & CONFERENCE	136.35	0.00
111-53751-114	COMMUNITY DEVELOPM...	4,242.85	0.00
111-53913-112	RECRUITMENT	4,155.80	0.00
212-49111-212	MISCELLANEOUS	60.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	6,942.54	0.00
212-52171-212	STREET REPAIR SUPPLIES	1,352.54	0.00
212-52511-212	GASOLINE	2,128.16	0.00
212-52521-212	OTHER FUEL	1,447.56	0.00
212-53111-212	CONTRACTUAL SERVICES	181.20	0.00
212-53441-212	EQUIPMENT MAINTENAN...	2,249.51	0.00
212-53451-212	VEHICLE MAINTENANCE	1,493.03	0.00
212-53491-212	STREET MAINTENANCE	12,870.86	0.00
212-53511-212	ELECTRICITY	618.57	0.00
212-53531-212	ELECTRIC POWER	1,521.69	0.00
212-53551-212	STREET LIGHTS	26,827.04	0.00
212-53561-212	PHONE & INTERNET	693.73	0.00
212-53821-212	PROP & EQUIP INSURANCE	64.03	0.00
212-54411-212	EQUIPMENT	200,152.00	0.00
213-42602-213	OPENINGS	500.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	2,107.56	0.00
213-52521-213	OTHER FUEL	1,153.74	0.00
213-53111-213	CONTRACTUAL SERVICES	90.00	0.00
213-53211-213	LEGAL FEES	50.00	0.00
213-53511-213	ELECTRICITY	905.01	0.00
215-52111-142	DEPARTMENT SUPPLIES	50.47	0.00
216-53111-212	CONTRACTUAL SERVICES	2,950.00	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
223-52111-171	DEPARTMENT SUPPLIES	412.80	0.00
224-52211-114	PUBLICATIONS	17.58	0.00
224-53111-113	CONTRACTUAL SERVICES	67.50	0.00
224-53111-114	CONTRACTUAL SERVICES	8,882.50	0.00
224-53711-113	SCHOOL & CONFERENCE	50.96	0.00
225-52111-141	DEPARTMENT SUPPLIES	11,938.64	0.00
321-53111-111	CONTRACTUAL SERVICES	52.50	0.00
411-54991-411	GRANT EXPENSE	16,000.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	6,284.99	0.00
621-52511-621	GASOLINE	244.23	0.00
621-52521-621	OTHER FUEL	13,610.20	0.00
621-53111-621	CONTRACTUAL SERVICES	3,334.02	0.00
621-53193-621	DISPOSAL FEES	44,839.67	0.00
621-53441-621	EQUIPMENT MAINTENAN...	256.84	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
621-53451-621	VEHICLE MAINTENANCE	8,702.73	0.00
621-53511-621	ELECTRICITY	692.19	0.00
621-53561-621	PHONE & INTERNET	80.16	0.00
631-52111-631	DEPARTMENT SUPPLIES	4,450.00	0.00
631-52511-631	GASOLINE	819.31	0.00
631-52521-631	OTHER FUEL	3,214.01	0.00
631-53111-631	CONTRACTUAL SERVICES	1,228.30	0.00
631-53441-631	EQUIPMENT MAINTENAN...	637.79	0.00
631-53451-631	VEHICLE MAINTENANCE	449.00	0.00
631-53461-631	FACILITY REPAIRS	18,040.00	0.00
631-53511-631	ELECTRICITY	579.56	0.00
631-53531-631	ELECTRIC POWER	41.42	0.00
631-53561-631	PHONE & INTERNET	30.06	0.00
631-53571-631	CELLULAR PHONE	42.91	0.00
631-59211-631	LICENSE/PERMITS	1,050.00	0.00
641-52111-641	DEPARTMENT SUPPLIES	1,350.89	0.00
641-52116-641	METERS	4,523.06	0.00
641-52117-641	SAMPLES	75.00	0.00
641-52411-641	POSTAGE	501.54	0.00
641-52511-641	GASOLINE	1,745.60	0.00
641-52611-641	CHEMICALS	9,693.00	0.00
641-53111-641	CONTRACTUAL SERVICES	1,661.57	0.00
641-53451-641	VEHICLE MAINTENANCE	270.45	0.00
641-53511-641	ELECTRICITY	21.41	0.00
641-53531-641	ELECTRIC POWER	317.43	0.00
641-53561-641	PHONE & INTERNET	30.06	0.00
641-53571-641	CELLULAR PHONE	42.91	0.00
641-53631-641	RENT-MACHINES	66.18	0.00
661-52111-661	DEPARTMENT SUPPLIES	9.99	0.00
661-53111-661	CONTRACTUAL SERVICES	6,088.03	0.00
661-54311-661	STRUCTURES	2,485.00	0.00
713-21512	MEDICARE W/H EE PAYAB...	8,960.94	8,960.94
713-21513	FICA W/H EE PAYABLE	33,009.04	33,009.04
713-21514	FED W/H EE PAYABLE	29,947.48	29,947.48
713-21515	STATE W/H EE PAYABLE	24,478.56	24,478.56
713-21517	POL UNION DUES EE PAY	936.00	936.00
713-21518	FIRE UNION DUES EE PAY	260.00	260.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	159.00	159.00
713-21527	WAGE ATTACHMENT EE ...	292.25	292.25
713-21528	REGULAR RETIRE EE PAY	17,633.55	17,633.55
713-21529	DEFERRED COMP EE PAY	3,474.47	3,474.47
713-21531	RETIRE FIRE EE PAYABLE	7,658.60	7,658.60
713-21533	RETIRE POLICE EE PAY	15,044.03	15,044.03
713-21539	CHILD SUPPORT EE PAY	2,307.18	2,307.18
713-21541	HSA EE PAYABLE	9,541.74	9,541.74
721-53111-721	CONTRACTUAL SERVICES	360.00	0.00
721-53561-721	PHONE & INTERNET	10.02	0.00
812-53862-112	CLAIMS EXPENSE	90,071.23	90,071.23
812-53863-112	FLEXIBLE BENFT EXPENSES	350.00	350.00
	Grand Total:	768,520.52	244,512.25

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	766,385.72	244,512.25
2122152111	50.47	0.00
6002053111	2,084.33	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
6002053111		
Grand Total:	768,520.52	244,512.25

City of Scottsbluff, Nebraska
Monday, September 19, 2022
Regular Meeting

Item Fin Rep1

Council to receive the August 2022 Financial Report.

Staff Contact: Liz Loutzenhiser, Finance Director

City of Scottsbluff

FUND EQUITY IN CASH - YEAR TO DATE

FOR THE ELEVEN MONTHS ENDED AUGUST 31, 2022 AND 2021

Fund	Fund #	OCTOBER 1, 2020		OCTOBER 1, 2021		
		AUGUST 31, 2021		AUGUST 31, 2022		
		NET CHANGE IN CASH		NET CHANGE IN CASH		
General	111	\$	(867,027.53)	\$	835,920.02	DELAYED CAPITAL IMPROVEMENT PROJECTS
Regional Library	211		3,256.71	\$	(44,589.41)	LED LIGHT REPLACEMENT PROJECT - LIBRARY
Transportation	212		(129,361.61)	\$	(1,460,827.79)	BOND PMT (42ND ST), AVE B MILL & OVERLAY, CASH TRANSFER TO CENTRAL GARAGE
Cemetery	213		(37,556.32)	\$	(41,255.40)	OPERATIONS
Cemetery Perp Care	214		(15,247.05)	\$	(19,447.63)	TRANSFER OUT TO CEMETERY OPERATING
Special Projects	215		906,644.39	\$	833,671.53	2ND HALF ARPA FUNDS RECEIVED
Business Improvement	216		14,118.88	\$	11,954.64	
Public Safety	218		(95,932.17)	\$	68,848.66	DELAYED CAPITAL IMPROVEMENT PROJECTS
Scb Industrial Sites	219		596.77	\$	(112.36)	
Keno	223		8,314.32	\$	50,241.30	
Economic Development	224		(1,078,026.68)	\$	(311,360.03)	LB840 LOANS/GRANTS
Mutual Fire Organization	225		57,608.15	\$	81,167.20	
Debt Service	311		130,845.36	\$	933,070.98	
TIF	321		(106,353.03)	\$	50,249.03	
CDBG	411		326.14	\$	(50.45)	
Leasing Corporation	412		70.62	\$	(10.98)	
Capital Projects	511		(33,230.45)	\$	76,756.59	
Environmental Services	621		216,874.05	\$	76,906.18	
Wastewater	631		(403,510.03)	\$	210,720.10	
Water	641		870,699.11	\$	691,330.57	DELAYED CAPITAL IMPROVEMENT PROJECTS
Electric	651		18,882.84	\$	(2,321.84)	
Stormwater	661		17,656.75	\$	(28,080.96)	BOND PAYMENT (42ND STR)
GIS	721		(46,552.32)	\$	(44,943.69)	INTERNAL SERVICE FUND
Central Garage	725		(38,352.93)	\$	476,452.81	TRANSFER IN FROM ENVIRO SVC AND STREETS
Unemployment Comp	811		869.52	\$	(107.28)	
Health Insurance	812		693,570.21	\$	224,124.90	
TOTAL		\$	89,183.70	\$	2,668,306.69	

City of Scottsbluff

Fund Equity in Cash
August 31, 2022

Fund	Fund #	2 YRS PRIOR August 31, 2020	PRIOR YEAR August 31, 2021	PRIOR MONTH July 31, 2022	CURRENT MONTH August 31, 2022	MONTHLY CHANGE IN CASH	
General	111	\$ 8,293,756.91	\$ 7,790,477.28	\$ 8,521,301.95	\$ 8,781,129.14	\$ 259,827.19	
Regional Library	211	55,977.09	59,299.46	14,758.60	14,775.05	16.45	
Transportation	212	3,691,969.22	3,786,475.32	2,257,398.62	2,326,891.94	69,493.32	
Cemetery	213	56,876.30	81,903.64	217,158.58	203,573.87	(13,584.71)	operations
Cemetery Perp Care	214	801,404.68	759,112.33	603,365.89	606,869.03	3,503.14	
Special Projects	215	1,173,282.42	1,992,080.79	1,730,165.70	2,831,729.33	1,101,563.63	2nd half ARPA funds received
Business Improvement	216	261,804.70	285,376.65	310,900.29	309,608.76	(1,291.53)	
Public Safety	218	465,460.95	304,721.98	418,265.19	422,486.63	4,221.44	
Scb Industrial Sites	219	70,992.03	71,672.07	71,558.52	71,638.28	79.76	
Keno	223	173,851.49	182,647.70	235,378.88	241,275.77	5,896.89	
Economic Development	224	3,076,718.54	1,933,861.26	2,287,861.85	1,808,209.93	(479,651.92)	Prime Metals, Skiles Industries LB840 loans/grants
Mutual Fire Organization	225	431,651.42	489,765.87	570,833.70	571,469.94	636.24	
Debt Service	311	3,756,694.86	3,406,205.35	4,575,395.96	4,597,027.71	21,631.75	
TIF	321	203,829.87	213,997.89	249,568.99	257,894.24	8,325.25	
CDBG	411	32,173.29	32,537.17	32,486.18	32,522.39	36.21	
Leasing Corporation	412	7,000.88	7,079.71	7,068.61	7,076.49	7.88	
Capital Projects	511	89,125.66	70,627.07	161,823.37	162,187.78	364.41	
Environmental Services	621	3,148,848.90	3,441,563.43	3,287,784.37	3,353,988.49	66,204.12	
Wastewater	631	3,126,949.10	2,812,457.39	2,789,209.08	2,836,631.74	47,422.66	
Water	641	2,927,169.59	4,027,494.65	4,778,900.77	4,938,604.53	159,703.76	
Electric	651	1,499,704.93	1,520,346.83	1,517,999.64	1,519,691.57	1,691.93	
Stormwater	661	598,540.03	632,378.02	631,734.56	635,764.54	4,029.98	
GIS	721	73,995.82	75,870.52	56,434.43	49,635.58	(6,798.85)	internal service fund
Central Garage	725	(517,004.24)	(562,372.49)	0.01	0.01	-	
Unemployment Comp	811	69,761.44	70,232.36	70,123.91	70,202.07	78.16	
Health Insurance	812	2,827,407.02	3,359,369.33	3,461,935.02	3,535,010.76	73,075.74	
TOTAL		\$ 36,397,942.90	\$ 36,845,181.58	\$ 38,859,412.67	\$ 40,185,895.57	\$ 1,326,482.90	



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

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	August 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
400 - Taxes	5,348,921.95	5,610,925.05	5,621,600.00	583,462.57	5,847,357.41	(225,757.41)	-4 %
412 - Intergovernmental	177,988.38	136,961.08	172,138.00	30,354.95	218,662.72	(46,524.72)	-27 %
420 - Charges for Services	337,112.98	530,110.18	461,850.00	32,344.42	475,637.93	(13,787.93)	-3 %
460 - Investment Income	95,083.23	51,541.50	10,000.00	9,776.34	58,726.05	(48,726.05)	-487 %
470 - Miscellaneous Revenues	98,923.77	165,916.28	33,660.00	5,020.56	172,953.30	(139,293.30)	-414 %
480 - Other Financing Uses	2,743,224.48	2,896,060.71	2,900,000.00	336,747.25	2,817,354.51	82,645.49	3 %
111 - GENERAL Totals:	8,801,254.79	9,391,514.80	9,199,248.00	997,706.09	9,590,691.92	0.00	-4 %
<u>211 - REGIONAL LIBRARY</u>							
412 - Intergovernmental	2,363.00	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	662.94	367.82	100.00	16.45	268.57	(168.57)	-169 %
470 - Miscellaneous Revenues	577.10	2,536.15	200.00	0.00	0.00	200.00	100 %
211 - REGIONAL LIBRARY Totals:	3,603.04	2,903.97	300.00	16.45	268.57	0.00	10 %
<u>212 - STREETS</u>							
400 - Taxes	1,149,368.16	1,108,159.85	1,148,493.00	61,759.50	1,035,255.77	113,237.23	10 %
412 - Intergovernmental	1,874,413.14	2,138,520.99	2,066,550.90	161,543.44	1,970,664.50	95,886.40	5 %
420 - Charges for Services	36,987.50	37,869.50	36,792.00	0.00	40,074.50	(3,282.50)	-9 %
460 - Investment Income	41,587.86	22,729.69	6,000.00	2,590.61	14,796.25	(8,796.25)	-147 %
470 - Miscellaneous Revenues	39,306.17	3,839.08	0.00	2,161.57	3,839.42	(3,839.42)	0 %
480 - Other Financing Uses	2,258,520.98	0.00	0.00	0.00	0.00	0.00	0 %
212 - STREETS Totals:	5,400,183.81	3,311,119.11	3,257,835.90	228,055.12	3,064,630.44	0.00	6 %
<u>213 - CEMETERY</u>							
420 - Charges for Services	44,150.00	59,350.00	45,000.00	4,650.00	53,750.00	(8,750.00)	-19 %
460 - Investment Income	1,063.03	1,051.20	500.00	226.65	1,734.61	(1,234.61)	-247 %
470 - Miscellaneous Revenues	38,550.00	53,860.59	39,000.00	6,950.00	75,764.00	(36,764.00)	-94 %
480 - Other Financing Uses	70,000.00	175,000.00	150,000.00	0.00	75,000.00	75,000.00	50 %
213 - CEMETERY Totals:	153,763.03	289,261.79	234,500.00	11,826.65	206,248.61	0.00	12 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
400 - Taxes	126,019.11	126,893.58	65,000.00	1,027.49	35,679.94	29,320.06	45 %



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

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	August 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
500 - Personnel	5,783,250.74	6,146,520.71	7,346,146.07	567,680.46	6,119,484.54	1,226,661.53	17 %
503 - Supplies	312,922.98	370,534.78	490,500.00	49,551.93	410,372.45	80,127.55	16 %
504 - Contract Services	1,367,278.31	1,573,984.39	2,318,099.00	116,899.75	1,701,087.83	617,011.17	27 %
550 - Capital Outlay	455,208.95	2,083,099.83	1,560,000.00	5,000.00	177,027.89	1,382,972.11	89 %
570 - Other Financing Uses	0.00	25,000.00	250,000.00	0.00	0.00	250,000.00	100 %
111 - GENERAL Totals:	7,918,660.98	10,199,139.71	11,964,745.07	739,132.14	8,407,972.71	0.00	30 %
<u>211 - REGIONAL LIBRARY</u>							
503 - Supplies	106.90	0.00	3,500.00	0.00	0.00	3,500.00	100 %
504 - Contract Services	0.00	0.00	3,000.00	0.00	0.00	3,000.00	100 %
550 - Capital Outlay	0.00	0.00	49,617.00	0.00	44,370.00	5,247.00	11 %
211 - REGIONAL LIBRARY Totals:	106.90	0.00	56,117.00	0.00	44,370.00	0.00	21 %
<u>212 - STREETS</u>							
500 - Personnel	827,035.65	918,930.55	1,118,985.03	82,733.46	942,464.03	176,521.00	16 %
503 - Supplies	152,597.40	215,720.67	324,150.00	31,075.63	171,994.82	152,155.18	47 %
504 - Contract Services	729,865.40	516,061.04	923,545.00	42,475.16	505,455.60	418,089.40	45 %
550 - Capital Outlay	2,332,374.17	858,816.16	542,500.00	115.98	1,635,498.03	(1,092,998.03)	-201 %
560 - Debt Service	850,827.97	875,298.38	827,181.56	0.00	827,181.56	0.00	0 %
570 - Other Financing Uses	27,837.50	52,250.00	450,000.00	0.00	244,509.38	205,490.62	46 %
212 - STREETS Totals:	4,920,538.09	3,437,076.80	4,186,361.59	156,400.23	4,327,103.42	0.00	-3 %
<u>213 - CEMETERY</u>							
500 - Personnel	143,162.47	167,284.97	229,642.29	19,903.76	202,361.56	27,280.73	12 %
503 - Supplies	12,704.85	23,466.00	30,650.00	4,376.84	19,837.48	10,812.52	35 %
504 - Contract Services	18,619.94	16,593.12	31,115.00	1,280.76	16,002.73	15,112.27	49 %
550 - Capital Outlay	0.00	108,907.41	25,000.00	0.00	0.00	25,000.00	100 %
213 - CEMETERY Totals:	174,487.26	316,251.50	316,407.29	25,561.36	238,201.77	0.00	25 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
570 - Other Financing Uses	70,000.00	175,000.00	150,000.00	0.00	75,000.00	75,000.00	50 %
214 - CEMETARY PERPETUAL CARE Totals:	70,000.00	175,000.00	150,000.00	0.00	75,000.00	0.00	50 %
<u>215 - SPECIAL PROJECTS</u>							

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	August 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
500 - Personnel	15,343.55	32,793.51	0.00	0.00	46,425.75	(46,425.75)	0 %
503 - Supplies	148,854.52	292,058.27	550,000.00	196,926.64	456,006.92	93,993.08	17 %
504 - Contract Services	47,894.48	39,778.50	2,656,234.00	0.00	46,381.46	2,609,852.54	98 %
550 - Capital Outlay	0.00	238,255.98	250,000.00	0.00	0.00	250,000.00	100 %
215 - SPECIAL PROJECTS Totals:	212,092.55	602,886.26	3,456,234.00	196,926.64	548,814.13	0.00	84 %
<u>216 - BUSINESS IMPROVEMENT</u>							
500 - Personnel	22,115.75	8,050.65	10,000.00	0.00	5,379.26	4,620.74	46 %
503 - Supplies	0.00	0.00	10,000.00	0.00	0.00	10,000.00	100 %
504 - Contract Services	7,695.06	17,458.79	62,500.00	2,960.42	19,114.73	43,385.27	69 %
550 - Capital Outlay	0.00	0.00	150,000.00	0.00	0.00	150,000.00	100 %
216 - BUSINESS IMPROVEMENT Totals:	29,810.81	25,509.44	232,500.00	2,960.42	24,493.99	0.00	89 %
<u>218 - PUBLIC SAFETY</u>							
503 - Supplies	12,845.79	62,805.44	14,500.00	1,412.00	14,954.46	(454.46)	-3 %
504 - Contract Services	86,196.04	92,982.44	55,000.00	0.00	52,013.22	2,986.78	5 %
550 - Capital Outlay	162,260.31	114,154.75	110,000.00	0.00	13,523.60	96,476.40	88 %
570 - Other Financing Uses	0.00	0.00	150,000.00	0.00	0.00	150,000.00	100 %
218 - PUBLIC SAFETY Totals:	261,302.14	269,942.63	329,500.00	1,412.00	80,491.28	0.00	76 %
<u>219 - INDUSTRIAL SITES</u>							
504 - Contract Services	351.00	297.00	66,500.00	0.00	0.00	66,500.00	100 %
219 - INDUSTRIAL SITES Totals:	351.00	297.00	66,500.00	0.00	0.00	0.00	100 %
<u>223 - KENO</u>							
503 - Supplies	14,109.74	11,622.92	13,500.00	0.00	4,999.80	8,500.20	63 %
504 - Contract Services	11,477.07	615.46	31,500.00	147.50	13,608.77	17,891.23	57 %
550 - Capital Outlay	18,905.25	0.00	35,000.00	0.00	0.00	35,000.00	100 %
223 - KENO Totals:	44,492.06	12,238.38	80,000.00	147.50	18,608.57	0.00	77 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
500 - Personnel	96,090.30	132,229.67	214,341.15	17,420.78	175,476.16	38,864.99	18 %
503 - Supplies	2,642.67	1,608.90	4,250.00	332.12	5,799.27	(1,549.27)	-36 %
504 - Contract Services	2,383,282.43	1,872,049.75	3,629,686.00	600,615.72	1,470,860.80	2,158,825.20	59 %
224 - ECONOMIC DEVELOPMENT Totals:	2,482,015.40	2,005,888.32	3,848,277.15	618,368.62	1,652,136.23	0.00	57 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	August 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<u>225 - MUTUAL FIRE</u>							
503 - Supplies	13,147.55	43,497.37	31,000.00	0.00	18,130.79	12,869.21	42 %
504 - Contract Services	0.00	10,564.44	5,500.00	0.00	5,282.22	217.78	4 %
550 - Capital Outlay	5,365.00	0.00	0.00	0.00	0.00	0.00	0 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
225 - MUTUAL FIRE Totals:	18,512.55	54,061.81	136,500.00	0.00	23,413.01	0.00	83 %
<u>311 - DEBT SERVICE</u>							
504 - Contract Services	5,420.00	2,280.00	8,000.00	0.00	3,000.00	5,000.00	63 %
570 - Other Financing Uses	688,951.24	742,017.29	3,500,000.00	0.00	0.00	3,500,000.00	100 %
311 - DEBT SERVICE Totals:	694,371.24	744,297.29	3,508,000.00	0.00	3,000.00	0.00	100 %
<u>321 - CRA</u>							
503 - Supplies	0.00	0.00	0.00	0.00	125,000.00	(125,000.00)	0 %
504 - Contract Services	0.00	0.00	0.00	245.00	6,225.00	(6,225.00)	0 %
560 - Debt Service	235,755.50	272,497.30	479,324.00	0.00	404,556.10	74,767.90	16 %
321 - CRA Totals:	235,755.50	272,497.30	479,324.00	245.00	535,781.10	0.00	-12 %
<u>411 - CDBG</u>							
504 - Contract Services	0.00	78.75	732,500.00	0.00	0.00	732,500.00	100 %
411 - CDBG Totals:	0.00	78.75	732,500.00	0.00	0.00	0.00	100 %
<u>412 - LEASE CORPORATION</u>							
504 - Contract Services	15.00	20.00	0.00	0.00	0.00	0.00	0 %
560 - Debt Service	688,951.24	742,017.29	0.00	0.00	0.00	0.00	0 %
412 - LEASE CORPORATION Totals:	688,966.24	742,037.29	0.00	0.00	0.00	0.00	0 %
<u>511 - CAPITAL PROJECTS FUND</u>							
550 - Capital Outlay	45,619.91	76,633.96	170,000.00	4,215.76	57,212.20	112,787.80	66 %
511 - CAPITAL PROJECTS FUND Totals:	45,619.91	76,633.96	170,000.00	4,215.76	57,212.20	0.00	66 %
<u>621 - ENVIRONMENTAL SERVICES</u>							
500 - Personnel	982,889.95	1,055,633.93	1,272,653.37	92,194.44	1,132,646.80	140,006.57	11 %
503 - Supplies	108,581.00	173,889.09	198,000.00	37,104.25	235,652.25	(37,652.25)	-19 %
504 - Contract Services	716,905.00	717,354.82	901,090.00	58,443.52	735,722.34	165,367.66	18 %
550 - Capital Outlay	253,228.74	388,090.69	2,590,000.00	4,250.00	502,246.00	2,087,754.00	81 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	August 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
570 - Other Financing Uses	27,000.00	54,500.00	237,500.00	0.00	238,259.38	(759.38)	0 %
621 - ENVIRONMENTAL SERVICES Totals:	2,088,604.69	2,389,468.53	5,199,243.37	191,992.21	2,844,526.77	0.00	45 %
<u>631 - WASTEWATER</u>							
500 - Personnel	771,893.56	892,977.13	1,129,561.28	87,416.91	1,005,134.37	124,426.91	11 %
503 - Supplies	44,619.93	72,670.22	138,546.00	5,810.32	77,913.81	60,632.19	44 %
504 - Contract Services	451,179.02	442,200.92	673,438.00	28,838.37	450,172.11	223,265.89	33 %
550 - Capital Outlay	177,191.37	1,001,753.20	1,378,000.00	34,870.28	531,014.18	846,985.82	61 %
560 - Debt Service	337,958.60	202,551.30	67,144.00	0.00	67,143.94	0.06	0 %
570 - Other Financing Uses	224,286.00	144,118.00	668,750.00	0.00	170,534.60	498,215.40	74 %
631 - WASTEWATER Totals:	2,007,128.48	2,756,270.77	4,055,439.28	156,935.88	2,301,913.01	0.00	43 %
<u>641 - WATER</u>							
500 - Personnel	675,446.98	737,493.34	884,761.16	67,872.96	790,441.29	94,319.87	11 %
503 - Supplies	213,989.10	176,395.23	327,000.00	27,388.26	155,717.94	171,282.06	52 %
504 - Contract Services	315,833.80	280,583.07	427,956.00	24,886.10	291,572.99	136,383.01	32 %
550 - Capital Outlay	184,269.48	30,327.41	870,000.00	0.00	27,630.61	842,369.39	97 %
570 - Other Financing Uses	40,225.00	35,375.00	618,750.00	0.00	9,375.00	609,375.00	98 %
641 - WATER Totals:	1,429,764.36	1,260,174.05	3,128,467.16	120,147.32	1,274,737.83	0.00	59 %
<u>651 - ELECTRIC</u>							
570 - Other Financing Uses	2,654,724.48	2,807,560.71	2,900,000.00	336,747.25	2,817,354.51	82,645.49	3 %
651 - ELECTRIC Totals:	2,654,724.48	2,807,560.71	2,900,000.00	336,747.25	2,817,354.51	0.00	3 %
<u>661 - STORMWATER</u>							
503 - Supplies	5,451.12	13,670.95	14,570.00	107.69	3,506.71	11,063.29	76 %
504 - Contract Services	37,211.41	41,989.54	97,711.00	6,159.56	56,695.29	41,015.71	42 %
550 - Capital Outlay	12,750.00	0.00	130,000.00	0.00	43,894.50	86,105.50	66 %
560 - Debt Service	79,063.28	79,392.67	78,710.94	0.00	78,710.94	0.00	0 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
661 - STORMWATER Totals:	134,475.81	135,053.16	570,991.94	6,267.25	182,807.44	0.00	68 %
<u>721 - GIS SERVICES</u>							
500 - Personnel	39,534.97	47,352.56	55,975.76	4,407.24	50,603.36	5,372.40	10 %
503 - Supplies	1,315.41	3,518.01	3,300.00	0.00	146.00	3,154.00	96 %
504 - Contract Services	14,035.89	20,815.00	26,925.00	2,446.87	18,363.72	8,561.28	32 %

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

For Fiscal: 2021-2022 Period Ending: 8/31/2022

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	August 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
550 - Capital Outlay	6,950.00	0.00	0.00	0.00	0.00	0.00	0 %
721 - GIS SERVICES Totals:	61,836.27	71,685.57	86,200.76	6,854.11	69,113.08	0.00	20 %
<u>725 - CENTRAL GARAGE</u>							
500 - Personnel	133,730.51	140,930.06	0.00	0.00	0.00	0.00	0 %
503 - Supplies	27,599.94	20,120.38	0.00	0.00	0.00	0.00	0 %
504 - Contract Services	57,639.59	50,154.62	0.00	0.00	0.00	0.00	0 %
725 - CENTRAL GARAGE Totals:	218,970.04	211,205.06	0.00	0.00	0.00	0.00	0 %
<u>811 - UNEMPLOYMENT COMP</u>							
504 - Contract Services	265.12	0.00	60,000.00	0.00	0.00	60,000.00	100 %
811 - UNEMPLOYMENT COMP Totals:	265.12	0.00	60,000.00	0.00	0.00	0.00	100 %
<u>812 - HEALTH INSURANCE</u>							
504 - Contract Services	1,621,272.48	1,394,645.39	2,161,390.00	137,897.03	2,018,950.13	142,439.87	7 %
812 - HEALTH INSURANCE Totals:	1,621,272.48	1,394,645.39	2,161,390.00	137,897.03	2,018,950.13	0.00	7 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	August 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
420 - Charges for Services	18,600.00	23,400.00	17,000.00	1,800.00	22,600.00	(5,600.00)	-33 %
460 - Investment Income	8,981.71	4,555.98	1,500.00	675.65	4,219.98	(2,719.98)	-181 %
214 - CEMETARY PERPETUAL CARE Totals:	153,600.82	154,849.56	83,500.00	3,503.14	62,499.92	0.00	25 %
<u>215 - SPECIAL PROJECTS</u>							
400 - Taxes	86,915.08	104,249.80	85,000.00	7,220.78	97,552.33	(12,552.33)	-15 %
412 - Intergovernmental	15,716.91	1,326,910.33	1,288,117.00	1,288,116.82	1,334,542.56	(46,425.56)	-4 %
450 - Contributions & Donations	3,185.00	21,535.00	0.00	0.00	4,245.00	(4,245.00)	0 %
460 - Investment Income	14,313.34	6,627.66	1,000.00	3,152.67	14,298.01	(13,298.01)	-1,330 %
470 - Miscellaneous Revenues	1,112,564.05	205,311.35	500,000.00	0.00	0.00	500,000.00	100 %
215 - SPECIAL PROJECTS Totals:	1,232,694.38	1,664,634.14	1,874,117.00	1,298,490.27	1,450,637.90	0.00	23 %
<u>216 - BUSINESS IMPROVEMENT</u>							
400 - Taxes	31,672.85	38,906.14	54,300.00	1,324.19	40,855.07	13,444.93	25 %
460 - Investment Income	3,084.35	1,789.21	500.00	344.70	2,169.08	(1,669.08)	-334 %
216 - BUSINESS IMPROVEMENT Totals:	34,757.20	40,695.35	54,800.00	1,668.89	43,024.15	0.00	21 %
<u>218 - PUBLIC SAFETY</u>							
400 - Taxes	164,291.57	165,431.68	216,000.00	5,163.07	161,334.96	54,665.04	25 %
412 - Intergovernmental	8,090.89	4,865.58	0.00	0.00	7,436.18	(7,436.18)	0 %
460 - Investment Income	5,209.56	1,892.60	500.00	470.37	2,648.18	(2,148.18)	-430 %
470 - Miscellaneous Revenues	118,981.67	7,878.20	0.00	0.00	0.00	0.00	0 %
218 - PUBLIC SAFETY Totals:	296,573.69	180,068.06	216,500.00	5,633.44	171,419.32	0.00	21 %
<u>219 - INDUSTRIAL SITES</u>							
460 - Investment Income	873.44	458.27	200.00	79.76	510.26	(310.26)	-155 %
219 - INDUSTRIAL SITES Totals:	873.44	458.27	200.00	79.76	510.26	0.00	-155 %
<u>223 - KENO</u>							
460 - Investment Income	2,087.81	1,007.29	500.00	268.62	1,557.29	(1,057.29)	-211 %
470 - Miscellaneous Revenues	52,664.59	66,864.74	66,200.00	5,775.77	78,884.61	(12,684.61)	-19 %
223 - KENO Totals:	54,752.40	67,872.03	66,700.00	6,044.39	80,441.90	0.00	-21 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
400 - Taxes	1,015,309.85	1,045,798.77	1,016,000.00	109,602.95	1,075,759.09	(59,759.09)	-6 %
460 - Investment Income	51,274.82	13,769.37	5,000.00	2,013.15	12,986.60	(7,986.60)	-160 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	August 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
470 - Miscellaneous Revenues	256,504.94	713,643.75	569,784.00	51,757.73	461,724.96	108,059.04	19 %
224 - ECONOMIC DEVELOPMENT Totals:	1,323,089.61	1,773,211.89	1,590,784.00	163,373.83	1,550,470.65	0.00	3 %
<u>225 - MUTUAL FIRE</u>							
412 - Intergovernmental	3,145.00	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	4,863.76	2,997.75	500.00	636.24	3,768.75	(3,268.75)	-654 %
470 - Miscellaneous Revenues	105,696.00	105,696.00	105,696.00	0.00	104,540.00	1,156.00	1 %
225 - MUTUAL FIRE Totals:	113,704.76	108,693.75	106,196.00	636.24	108,308.75	0.00	-2 %
<u>311 - DEBT SERVICE</u>							
400 - Taxes	701,962.32	736,593.10	1,049,115.00	16,513.71	762,272.89	286,842.11	27 %
460 - Investment Income	41,475.49	19,329.77	10,000.00	5,118.04	30,043.34	(20,043.34)	-200 %
470 - Miscellaneous Revenues	84,137.99	100,704.15	96,640.00	0.00	172,068.77	(75,428.77)	-78 %
480 - Other Financing Uses	0.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00	100 %
311 - DEBT SERVICE Totals:	827,575.80	856,627.02	2,155,755.00	21,631.75	964,385.00	0.00	55 %
<u>321 - CRA</u>							
400 - Taxes	235,609.85	363,633.05	479,324.00	8,283.13	412,839.23	66,484.77	14 %
460 - Investment Income	2,655.49	1,395.68	500.00	287.12	1,904.48	(1,404.48)	-281 %
470 - Miscellaneous Revenues	0.00	0.00	0.00	0.00	49,215.00	(49,215.00)	0 %
480 - Other Financing Uses	0.00	0.00	0.00	0.00	125,000.00	(125,000.00)	0 %
321 - CRA Totals:	238,265.34	365,028.73	479,824.00	8,570.25	588,958.71	0.00	-23 %
<u>411 - CDBG</u>							
412 - Intergovernmental	0.00	0.00	732,500.00	0.00	0.00	732,500.00	100 %
460 - Investment Income	395.53	208.20	100.00	36.21	231.65	(131.65)	-132 %
411 - CDBG Totals:	395.53	208.20	732,600.00	36.21	231.65	0.00	100 %
<u>412 - LEASE CORPORATION</u>							
460 - Investment Income	86.12	47.87	10.00	7.88	50.41	(40.41)	-404 %
480 - Other Financing Uses	688,951.24	742,017.29	0.00	0.00	0.00	0.00	0 %
412 - LEASE CORPORATION Totals:	689,037.36	742,065.16	10.00	7.88	50.41	0.00	-404 %
<u>511 - CAPITAL PROJECTS FUND</u>							
400 - Taxes	46,673.77	46,997.66	159,000.00	4,399.60	133,905.08	25,094.92	16 %
460 - Investment Income	1,165.88	684.67	100.00	180.57	994.01	(894.01)	-894 %
511 - CAPITAL PROJECTS FUND Totals:	47,839.65	47,682.33	159,100.00	4,580.17	134,899.09	0.00	15 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	August 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
621 - ENVIRONMENTAL SERVICES							
412 - Intergovernmental	0.00	0.00	0.00	0.00	17,824.34	(17,824.34)	0 %
420 - Charges for Services	2,760,969.39	2,883,761.44	3,182,055.00	283,387.42	3,009,457.18	172,597.82	5 %
460 - Investment Income	34,192.87	21,573.11	5,000.00	3,734.12	23,597.36	(18,597.36)	-372 %
470 - Miscellaneous Revenues	102.75	148.79	0.00	34.00	136.60	(136.60)	0 %
480 - Other Financing Uses	2,984.95	0.00	0.00	0.00	0.00	0.00	0 %
621 - ENVIRONMENTAL SERVICES Totals:	2,798,249.96	2,905,483.34	3,187,055.00	287,155.54	3,051,015.48	0.00	4 %
631 - WASTEWATER							
420 - Charges for Services	2,446,997.98	2,518,678.10	2,725,209.00	241,575.29	2,538,793.78	186,415.22	7 %
440 - Rents	0.00	2,496.00	0.00	0.00	6,565.00	(6,565.00)	0 %
460 - Investment Income	35,863.16	18,980.91	5,000.00	3,158.13	20,034.64	(15,034.64)	-301 %
470 - Miscellaneous Revenues	122.50	1,292.00	0.00	180.24	2,185.24	(2,185.24)	0 %
480 - Other Financing Uses	19,227.76	0.00	0.00	0.00	0.00	0.00	0 %
631 - WASTEWATER Totals:	2,502,211.40	2,541,447.01	2,730,209.00	244,913.66	2,567,578.66	0.00	6 %
641 - WATER							
420 - Charges for Services	1,920,292.92	2,001,919.90	1,986,183.84	334,807.88	2,058,219.36	(72,035.52)	-4 %
440 - Rents	39,976.31	41,933.52	41,903.00	3,670.60	41,208.72	694.28	2 %
460 - Investment Income	32,413.67	23,136.97	5,000.00	5,498.33	32,604.23	(27,604.23)	-552 %
470 - Miscellaneous Revenues	25,221.30	27,755.68	5,000.00	2,626.25	29,698.69	(24,698.69)	-494 %
641 - WATER Totals:	2,017,904.20	2,094,746.07	2,038,086.84	346,603.06	2,161,731.00	0.00	-6 %
651 - ELECTRIC							
460 - Investment Income	18,436.74	9,714.37	5,000.00	1,691.93	10,824.20	(5,824.20)	-116 %
470 - Miscellaneous Revenues	2,654,724.48	2,807,560.71	2,900,000.00	336,747.25	2,817,354.51	82,645.49	3 %
651 - ELECTRIC Totals:	2,673,161.22	2,817,275.08	2,905,000.00	338,439.18	2,828,178.71	0.00	3 %
661 - STORMWATER							
412 - Intergovernmental	0.00	3,684.92	0.00	0.00	0.00	0.00	0 %
420 - Charges for Services	107,746.01	112,571.15	134,400.00	11,588.35	128,118.89	6,281.11	5 %
460 - Investment Income	7,023.55	3,858.95	1,000.00	707.82	4,432.42	(3,432.42)	-343 %
470 - Miscellaneous Revenues	14,210.40	8,517.83	12,000.00	0.00	22,685.05	(10,685.05)	-89 %
480 - Other Financing Uses	25,000.00	25,000.00	50,000.00	0.00	25,000.00	25,000.00	50 %
661 - STORMWATER Totals:	153,979.96	153,632.85	197,400.00	12,296.17	180,236.36	0.00	9 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	August 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<u>713 - CASH & INVESTMENT POOL</u>							
470 - Miscellaneous Revenues	(7.61)	(5.05)	0.00	0.00	5.45	(5.45)	0 %
713 - CASH & INVESTMENT POOL Totals:	(7.61)	(5.05)	0.00	0.00	5.45	0.00	0 %
<u>721 - GIS SERVICES</u>							
460 - Investment Income	1,151.25	626.86	300.00	55.26	489.61	(189.61)	-63 %
480 - Other Financing Uses	52,787.50	25,000.00	50,000.00	0.00	25,000.00	25,000.00	50 %
721 - GIS SERVICES Totals:	53,938.75	25,626.86	50,300.00	55.26	25,489.61	0.00	49 %
<u>725 - CENTRAL GARAGE</u>							
420 - Charges for Services	114,781.06	86,690.18	0.00	0.00	0.00	0.00	0 %
480 - Other Financing Uses	0.00	95,000.00	475,000.00	0.00	476,518.76	(1,518.76)	0 %
725 - CENTRAL GARAGE Totals:	114,781.06	181,690.18	475,000.00	0.00	476,518.76	0.00	0 %
<u>811 - UNEMPLOYMENT COMP</u>							
460 - Investment Income	859.87	448.74	250.00	78.16	500.03	(250.03)	-100 %
811 - UNEMPLOYMENT COMP Totals:	859.87	448.74	250.00	78.16	500.03	0.00	-100 %
<u>812 - HEALTH INSURANCE</u>							
460 - Investment Income	30,991.91	19,566.91	5,000.00	3,935.66	25,055.15	(20,055.15)	-401 %
470 - Miscellaneous Revenues	1,903,760.58	2,051,952.29	2,581,000.00	207,037.11	2,240,717.01	340,282.99	13 %
812 - HEALTH INSURANCE Totals:	1,934,752.49	2,071,519.20	2,586,000.00	210,972.77	2,265,772.16	0.00	12 %



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

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	August 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
111 - GENERAL							
111 - FINANCE							
500 - Personnel	110,022.22	115,807.44	147,246.12	11,627.06	120,090.49	27,155.63	18 %
503 - Supplies	10,164.59	11,975.52	13,350.00	2,146.33	11,224.11	2,125.89	16 %
504 - Contract Services	65,938.19	44,708.44	70,143.00	1,904.78	54,642.73	15,500.27	22 %
550 - Capital Outlay	0.00	0.00	0.00	0.00	8,500.00	(8,500.00)	0 %
111 - FINANCE Totals:	186,125.00	172,491.40	230,739.12	15,678.17	194,457.33	36,281.79	16 %
112 - PERSONNEL							
500 - Personnel	15,157.53	15,774.74	17,788.75	1,215.43	15,151.51	2,637.24	15 %
503 - Supplies	1,318.83	5,462.62	2,250.00	159.96	1,516.87	733.13	33 %
504 - Contract Services	18,393.83	23,000.95	26,700.00	3,665.35	29,451.38	(2,751.38)	-10 %
112 - PERSONNEL Totals:	34,870.19	44,238.31	46,738.75	5,040.74	46,119.76	618.99	1 %
113 - COUNCIL							
500 - Personnel	19,476.00	19,326.95	21,100.00	1,623.00	18,664.50	2,435.50	12 %
503 - Supplies	1,613.00	2,612.22	2,500.00	0.00	2,426.15	73.85	3 %
504 - Contract Services	2,241.04	1,395.00	5,500.00	100.00	763.00	4,737.00	86 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
113 - COUNCIL Totals:	23,330.04	23,334.17	279,100.00	1,723.00	21,853.65	257,246.35	92 %
114 - CITY MANAGER							
500 - Personnel	25,594.97	19,702.31	21,696.37	1,580.99	20,508.13	1,188.24	5 %
503 - Supplies	66,788.77	69,946.36	71,000.00	0.00	28,757.35	42,242.65	59 %
504 - Contract Services	126,814.50	188,514.55	700,125.00	17,749.38	233,270.72	466,854.28	67 %
114 - CITY MANAGER Totals:	219,198.24	278,163.22	792,821.37	19,330.37	282,536.20	510,285.17	64 %
115 - CITY CLERK							
500 - Personnel	11,077.27	12,166.64	14,180.57	1,119.61	12,814.54	1,366.03	10 %
503 - Supplies	1,038.93	808.21	1,000.00	0.00	615.46	384.54	38 %
504 - Contract Services	6,456.66	8,764.98	11,800.00	646.56	7,391.82	4,408.18	37 %
115 - CITY CLERK Totals:	18,572.86	21,739.83	26,980.57	1,766.17	20,821.82	6,158.75	23 %
116 - MIS							
503 - Supplies	36,517.30	29,857.05	40,000.00	8,209.85	40,743.82	(743.82)	-2 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	August 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
504 - Contract Services	54,878.56	69,248.49	72,000.00	11,991.00	73,262.06	(1,262.06)	-2 %
550 - Capital Outlay	4,076.75	0.00	30,000.00	0.00	10,061.30	19,938.70	66 %
116 - MIS Totals:	95,472.61	99,105.54	142,000.00	20,200.85	124,067.18	17,932.82	13 %
121 - DEVELOPMENT SERVICES							
500 - Personnel	159,668.44	184,722.67	259,552.84	24,675.78	239,612.84	19,940.00	8 %
503 - Supplies	1,262.30	4,760.94	8,100.00	0.00	1,625.59	6,474.41	80 %
504 - Contract Services	40,293.65	58,348.54	77,867.00	2,449.90	49,818.96	28,048.04	36 %
550 - Capital Outlay	0.00	0.00	30,000.00	0.00	19,907.50	10,092.50	34 %
121 - DEVELOPMENT SERVICES Totals:	201,224.39	247,832.15	375,519.84	27,125.68	310,964.89	64,554.95	17 %
141 - FIRE							
500 - Personnel	1,403,293.63	1,536,394.38	1,699,987.44	130,814.98	1,492,980.71	207,006.73	12 %
503 - Supplies	36,997.32	35,849.49	45,200.00	3,707.64	39,153.76	6,046.24	13 %
504 - Contract Services	73,556.21	75,446.00	89,096.00	10,508.72	84,667.66	4,428.34	5 %
570 - Other Financing Uses	0.00	2,500.00	0.00	0.00	0.00	0.00	0 %
141 - FIRE Totals:	1,513,847.16	1,650,189.87	1,834,283.44	145,031.34	1,616,802.13	217,481.31	12 %
142 - POLICE							
500 - Personnel	2,900,077.57	3,061,500.99	3,721,094.20	259,945.65	3,008,911.87	712,182.33	19 %
503 - Supplies	75,599.80	70,454.06	116,350.00	8,156.06	86,194.45	30,155.55	26 %
504 - Contract Services	297,476.79	303,925.03	375,621.00	21,491.13	325,918.54	49,702.46	13 %
570 - Other Financing Uses	0.00	12,500.00	0.00	0.00	0.00	0.00	0 %
142 - POLICE Totals:	3,273,154.16	3,448,380.08	4,213,065.20	289,592.84	3,421,024.86	792,040.34	19 %
143 - EMERGENCY MANAGEMENT							
500 - Personnel	74,364.48	0.00	0.00	0.00	0.00	0.00	0 %
503 - Supplies	3,856.03	0.00	5,000.00	0.00	0.00	5,000.00	100 %
504 - Contract Services	8,286.24	26,219.95	29,500.00	227.40	20,896.90	8,603.10	29 %
143 - EMERGENCY MANAGEMENT Totals:	86,506.75	26,219.95	34,500.00	227.40	20,896.90	13,603.10	39 %
151 - LIBRARY							
500 - Personnel	465,118.82	455,849.46	544,722.93	46,448.97	454,164.67	90,558.26	17 %
503 - Supplies	35,483.31	67,890.03	82,300.00	8,422.91	61,351.41	20,948.59	25 %
504 - Contract Services	103,431.96	111,157.00	135,694.00	5,036.71	107,878.66	27,815.34	20 %
550 - Capital Outlay	0.00	130,595.00	0.00	0.00	0.00	0.00	0 %
151 - LIBRARY Totals:	604,034.09	765,491.49	762,716.93	59,908.59	623,394.74	139,322.19	18 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	August 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
171 - PARKS							
500 - Personnel	597,773.14	626,815.05	810,996.09	57,741.44	625,871.10	185,124.99	23 %
503 - Supplies	39,209.04	51,686.67	62,150.00	6,508.43	106,996.58	(44,846.58)	-72 %
504 - Contract Services	186,100.72	250,168.60	320,683.00	26,070.23	324,255.35	(3,572.35)	-1 %
550 - Capital Outlay	451,132.20	1,952,504.83	1,500,000.00	0.00	133,559.09	1,366,440.91	91 %
570 - Other Financing Uses	0.00	10,000.00	0.00	0.00	0.00	0.00	0 %
171 - PARKS Totals:	1,274,215.10	2,891,175.15	2,693,829.09	90,320.10	1,190,682.12	1,503,146.97	56 %
172 - RECREATION							
500 - Personnel	1,626.67	98,460.08	87,780.76	30,887.55	110,714.18	(22,933.42)	-26 %
503 - Supplies	3,073.76	19,231.61	41,300.00	12,240.75	29,766.90	11,533.10	28 %
504 - Contract Services	383,409.96	413,086.86	403,370.00	15,058.59	388,870.05	14,499.95	4 %
550 - Capital Outlay	0.00	0.00	0.00	5,000.00	5,000.00	(5,000.00)	0 %
172 - RECREATION Totals:	388,110.39	530,778.55	532,450.76	63,186.89	534,351.13	(1,900.37)	0 %
111 - GENERAL Totals:	7,918,660.98	10,199,139.71	11,964,745.07	739,132.14	8,407,972.71	0.00	30 %
211 - REGIONAL LIBRARY							
151 - LIBRARY							
503 - Supplies	106.90	0.00	3,500.00	0.00	0.00	3,500.00	100 %
504 - Contract Services	0.00	0.00	3,000.00	0.00	0.00	3,000.00	100 %
550 - Capital Outlay	0.00	0.00	49,617.00	0.00	44,370.00	5,247.00	11 %
151 - LIBRARY Totals:	106.90	0.00	56,117.00	0.00	44,370.00	11,747.00	21 %
211 - REGIONAL LIBRARY Totals:	106.90	0.00	56,117.00	0.00	44,370.00	0.00	21 %
212 - STREETS							
111 - FINANCE							
500 - Personnel	27,370.40	32,979.72	33,245.06	2,572.55	34,404.29	(1,159.23)	-3 %
504 - Contract Services	0.00	9.12	0.00	0.00	0.00	0.00	0 %
111 - FINANCE Totals:	27,370.40	32,988.84	33,245.06	2,572.55	34,404.29	(1,159.23)	-3 %
112 - PERSONNEL							
500 - Personnel	10,104.85	10,516.68	11,831.36	810.30	10,101.07	1,730.29	15 %
112 - PERSONNEL Totals:	10,104.85	10,516.68	11,831.36	810.30	10,101.07	1,730.29	15 %

City of Scottsbluff, Nebraska
Monday, September 19, 2022
Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing set for this date at 6:00 p.m. to discuss and consider acquisition of property located at 904 West 27th Street, Scottsbluff, NE.

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

City of Scottsbluff, Nebraska

Monday, September 19, 2022

Regular Meeting

Item Resolut.1

Council to consider a Resolution authorizing the purchase and acquisition of real estate and authorizing Interim City Manager Spencer to sign closing documents for the purchase of property located at 904 West 27th Street.

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

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is made on August 22, 2022 by and between Auto Spa LLC, a Nebraska limited liability company (the "Seller") and the City of Scottsbluff, Nebraska a municipal corporation (the "Buyer").

1. Recitals:

a. The Seller owns the following described real estate (the "Real Estate"):

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

b. The Seller desires to sell and the Buyer desires to buy the Real Estate, under the terms and conditions set forth below.

2. **Purchase Price:** The "Purchase Price" shall be \$36,000.00, payable in cash or the equivalent at Closing.

3. **Closing and Possession:** Closing shall occur within Thirty (30) days after all conditions to Closing in paragraph 5 below have been met. Closing shall occur at a time and place mutually agreeable to the parties. At Closing, the Seller shall deliver to the Buyer a Warranty Deed to the Real Estate. The Buyer shall take possession of the Real Estate at Closing.

4. Performance at Closing:

a. The Buyer shall provide or execute at or before Closing:

i. The Purchase Price.

ii. Evidence that the persons executing the documents on behalf of the Buyer, if applicable, are duly entitled and authorized to do so.

iii. A closing or settlement statement mutually agreeable to the parties.

b. The Seller shall provide or execute at or before Closing:

i. A Warranty Deed to the Real Estate.

ii. Evidence that the person executing the documents on behalf of the Seller is duly entitled and authorized to do so.

iii. Satisfactory evidence of the release or full payment of any and all indebtedness secured by a mortgage or deed of trust on the Real Estate, if any.

iv. Satisfactory title commitment insurance binder showing marketable title in Seller.

v. A closing or settlement statement mutually agreeable to the parties.

5. Conditions to Closing:

a. Closing of this Agreement is conditional upon the City Council of the Buyer authorizing the purchase after a public hearing, and notice thereof, on the matter, as set forth in Neb. Rev. Stat. § 18-1755. The Buyer specifically reserves the right to terminate this Agreement with or without cause following the public hearing on the purchase.

b. Closing of this Agreement is conditional upon the Buyer receiving a title commitment insurance binder showing marketable title can be conveyed by Seller.

6. Evidence of Title:

The Buyer and Seller agree to divide the cost of a title commitment insurance binder for the Real Estate. If the title commitment insurance binder shows defects in title that make the Real Estate not marketable, the Seller may correct any defects in title before Closing, at Seller's expense. If the Seller elects not to correct any defects in title, the Buyer shall have the option to terminating this Agreement or waiving the defect in title at Closing.

7. Taxes:

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

8. Risk of Loss:

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

9. Inspection and Warranties:

Buyer has personally inspected the Real Estate and is entering into this Agreement based upon that inspection and not any representations or warranties, express or implied, made by the Seller, except as otherwise provided in this Agreement. The Seller agrees to deliver the Real Estate and the Buyer agrees to accept the Real Estate in its present condition "as is", "where is" and without any repair or correction, reasonable wear and tear excepted.

10. Expenses of Sale: Expenses of sale shall be paid as follows:

a. The Seller shall pay the Documentary Stamp Tax, if any.

b. The Buyer shall pay all document recording fees imposed by the Scotts Bluff County Register of Deeds.

c. The Buyer and Seller shall equally divide the cost of any title commitment insurance binder.

d. The Buyer and Seller shall equally divide all closing fees assessed by any closing agent or company.

e. Each party shall pay their own their own realtor fees, attorney's fees and accountant's fees.

11. Termination:

a. Unless otherwise set forth in this Agreement, this Agreement may be terminated before Closing by mutual agreement of the parties.

b. If this Agreement terminates according to any of its terms and conditions, it will have no further force or effect except for any provision intended to survive the termination of this Agreement. The parties' rights under this paragraph are cumulative and are in addition to the other rights and remedies available to them under any other agreement or applicable law.

12. Covenants:

a. Seller agrees and states that it has not entered into any other sales agreement for the Real Estate, and shall not enter into any other agreement after the execution of this Agreement until this Agreement is terminated.

b. Seller shall not sell, assign, or convey any right, title, or interest in or to the Real Estate, or create or permit to attach any new lien, security interest, easement, encumbrance, charge, or condition affecting the Real Estate.

c. There are no leasehold or tenancy interests on the Real Estate that shall survive the Closing, and the Seller shall not enter into any new leases, tenancies, or other occupancy arrangements affecting any portion of the Real Estate, unless otherwise authorized to do so by the Buyer.

d. To the best of Seller's knowledge, there is no actual or threatened suit or claim resulting from any controversy which may adversely affect the Real Estate or its ownership.

e. To the best of Seller's knowledge, there are no claims for construction liens or any unpaid amounts for labor or materials which would give rise to construction liens on the Real Estate.

f. 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 Seller's operation of the Real Estate does not comply with all applicable governmental laws, rules and regulations.

g. To the best of Seller's knowledge, there are no latent defects in the Real Estate.

13. Notices: Any notices or other communications to the Seller or the Buyer which are required to be or may be given under this Agreement shall be in writing and shall be deemed to have been given if sent by regular U.S. first class mail, or by certified mail, return receipt requested, or by recognized overnight delivery service to the respective parties to the addresses set out below.

If to Seller

Auto Spa LLC

c/o Casey York
902 Mockingbird Drive
Scottsbluff, NE 69361

If to Buyer

City of Scottsbluff
c/o Kimberly Wright
2424 Circle Drive
Scottsbluff, NE 69361

14. General Provisions:

a. This Agreement shall not be assignable by either party without the consent of the other party. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. No assignment of all or any portion of this Agreement shall relieve any party of its obligations under this Agreement.

b. The parties agree that time is of the essence with respect to 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 contains the entire agreement of the parties and the terms and provisions of this Agreement supersede all other terms and provisions previously extended to either party. This Agreement may be subsequently amended only in writing signed by all parties.

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

[SIGNATURE PAGE FOR REAL ESTATE AGREEMENT]

SELLER: Auto Spa LLC, a Nebraska limited liability company

DocuSigned by:
BY Casey York
Casey York, Authorized Member
Date: 8/21/2022

BUYER: The City of Scottsbluff, Nebraska

BY Jeanne McKerrigan
Jeanne McKerrigan, Mayor

Date: 08/22/2022

RESOLUTION 22- _____

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

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

NOW, THEREFORE BE IT RESOLVED:

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

Lot 1, Block 1, Plat of Burlington Northern Subdivision of Blocks One, Two, Three, Four, Five and Six, a Subdivision of the City of Scottsbluff, situated in part of the NE¼ of Section 22, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska.
3. Kevin Spencer, as Interim City Manager of the City, is authorized to execute and accept any and all documents deemed necessary or required in connection with the acquisition which are in the best interests of the City, to complete the acquisition.

Dated: September 19, 2022.

Jeanne McKerrigan, Mayor

ATTEST:

Kimberley Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, September 19, 2022

Regular Meeting

Item Resolut.2

Council to consider the third reading and passage of the Ordinance regarding a Text Change in Chapter 4, Article 1 concerning the International Building and Residential Codes.

Staff Contact: Zachary Glaubius, Planning Administrator

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: June 27, 2022 For Hearing of: July 11, 2022



I. GENERAL INFORMATION

- A. The current municipal code 4-1-10 excludes Section 101.4.5 regarding the adoption of the International Fire Code.
- B. The International Fire Code was adopted in January 2021 with Ordinance 4255 and is found under 8-1-12
- C. The current municipal code 4-1-2 (A)(1) states the City adopted the International Building Code including Appendix F. This Appendix F refers to rodent proofing and is incorrect.
- D. The Appendix F which was meant to be adopted and is being enforced is found in the International Residential Code which the City adopted (4-1-2 (A)(2)). This Appendix F refers to mitigating radon gases

II. CURRENT CODE

- A. 4-1-10
 - 1. Sections 101.4.1, 101.4.2, 101.4.3, 101.4.4, **101.4.5**, 101.4.6, 101.4.7, 105.1.1, 105.1.2, 105.2, 109, 110, 112, 113, 115, 3103, and Chapters 13, 27, 28, 29 and 30 of the 2018 International Building Code are excluded and not adopted by this municipal code.
- B. 4-1-2 (A)
 - 1. (A) The following standard building codes are adopted for the purposes of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use, occupancy, location, and maintenance of buildings and structures, including permits and penalties:
 - (1) The International Building Code, 2018 Edition, **including Appendix F**, published by the International Code Council. Reference to “International Building Code” throughout this code shall mean this code;
 - (2) The International Residential Code 1 & 2 Family Dwellings, 2018 Edition, published by the International Code Council. Reference to the “International Residential Code” throughout this code shall mean this code; and
 - (3) The International Energy Conservation Code, 2018 Edition, adopted by the Nebraska legislature as the “Nebraska Energy Code”.

III. REVISED CODE

- A. 4-1-10:
 - i. Sections 101.4.1, 101.4.2, 101.4.3, 101.4.4, 101.4.6, 101.4.7, 105.1.1, 105.1.2, 105.2, 109, 110, 112, 113, 115, 3103, and Chapters 13, 27, 28, 29 and 30 of the 2018 International Building Code are excluded and not adopted by this municipal code.
- B. 4-1-2 (A)
- C. (A) The following standard building codes are adopted for the purposes of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use, occupancy, location, and maintenance of buildings and structures, including permits and penalties:

(1) The International Building Code, 2018 Edition, published by the International Code Council. Reference to “International Building Code” throughout this code shall mean this code;

(2) The International Residential Code 1 & 2 Family Dwellings, 2018 Edition, **including Appendix F**, published by the International Code Council. Reference to the “International Residential Code” throughout this code shall mean this code; and

(3) The International Energy Conservation Code, 2018 Edition, adopted by the Nebraska legislature as the “Nebraska Energy Code”.

IV. STAFF COMMENTS

- A.** The International Building Code was adopted in January 2020 and the International Fire Code was excluded in this adoption.
- B.** The International Fire Code was adopted in January 2021 under 8-1-12. However, the exclusion under 4-1-10 was not repealed.
- C.** When adopted, Appendix F was mistakenly listed under the IBC, however it should be under the IRC. Staff has been enforcing Appendix F of the IRC since the adoption of IRC in 2020.

V. STAFF RECCOMENDATION

- A.** Staff recommends the Planning Commission make a positive recommendation to City Council to approve the proposed ordinance text amendment changes to 4-1-10 and 4-1-2.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING §4-1-2 DEALING WITH STANDARD CODES AND AMENDING §4-1-10 DEALING WITH THE INTERNATIONAL BUILDING CODE, REMOVING CERTAIN LANGUAGE, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Section 4-1-2 is now revised and amended to read as follows:

“§4-1-2 STANDARD CODES; ADOPTED; EXCEPTIONS.

(A) The following Standard Building Codes are adopted for the purposes of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use, occupancy, location, and maintenance of buildings and structures, including permits and penalties:

- (1) The International Building Code, 2018 Edition, published by the International Code Council. Reference to “International Building Code” throughout this Ordinance shall mean this Code;
- (2) The International Residential Code 1 & 2 Family Dwellings, 2018 Edition, including Appendix F, published by the International Code Council. Reference to the “International Residential Code” throughout this Ordinance shall mean this Code; and
- (3) The International Energy Conservation Code, 2018 Edition, adopted by the Nebraska Legislature as the “Nebraska Energy Code.

(B) The International Building Code, International Residential Code 1 & 2 Family Dwellings, and the International Energy Conservation Code, 2018 Edition, are described collectively as “the Building Code”. Except for those portions specifically excluded or modified by this or other sections of this Code, The Building Code is adopted in this section by reference and shall be controlling with respect to the construction of all buildings and structures within the corporate limits of the City and within the area with respect to which the City has exercised its zoning jurisdiction under Chapter 25 of this Code. One copy of each code shall be on file in the City Clerk’s office”

Section 2. Section 4-1-10 is now revised and amended to read as follows:

“§4-1-10 INTERNATIONAL BUILDING CODES: PORTIONS EXCLUDED.

Sections 101.4.1, 101.4.2, 101.4.3, 101.4.4, 101.4.6, 101.4.7, 105.1.1, 105.1.2, 105.2, 109, 110, 112, 113, 115, 3103, and Chapters 13, 27, 28, 29 and 30 of the 2018 International Building Code are excluded and not adopted by this Municipal Code.”

Section 3. Prior §4-1-2 and §4-1-10 are now amended and included in the Scottsbluff Municipal Code 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 as provided by law, and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 2022.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

City Attorney

City of Scottsbluff, Nebraska

Monday, September 19, 2022

Regular Meeting

Item Resolut.3

Council to consider the second reading of the Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2022-2023.

Staff Contact: Liz Loutzenhiser, Finance Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1: The City Manager, in accordance with the requirements of Nebraska Revised Statute § 19-646, has submitted a proposed budget statement to the City Council, which statement is attached hereto as Exhibit A and incorporated herein by reference (the “Budget Statement”).

Section 2. A public hearing will be held on the Budget Statement in accordance with the requirements of Nebraska Revised Statute § 13-506. Before the final passage and approval of this Ordinance, the Budget Statement may be amended in accordance with comments received at public hearings, the property valuations provided by Scotts Bluff County, any action to exceed the allowable growth for restricted funds as determined by law, and as necessary to adjust for any other information gathered by the City before October 1, 2022.

Section 3. In accordance with the requirements of the Nebraska Budget Act and Nebraska Revised Statute § 16-704, the amounts set forth in the attached and incorporated Budget Statement shall be and are hereby recognized as the budget appropriations for the City of Scottsbluff, Nebraska for the fiscal year 2022-2023. The fund descriptions and amounts are as follows:

Fund	Budgeted Expenditures
General	12,311,525
Regional Library	14,000
Transportation	3,950,481
Cemetery	454,769
Cemetery Perpetual Care	200,000
Special Projects	3,506,234
Business Improvement	234,500
Public Safety	507,067
Industrial Sites	70,500
Keno	80,000
Economic Development	2,836,542
Mutual Fire	235,500
Debt Service	3,505,000
CRA	710,809
CDBG	742,500
Leasing Corp	-
Capital Projects	250,000
Environmental Services	5,761,471
Wastewater	4,678,092
Water	3,317,766
Electric	3,039,635
Stormwater	635,266
GIS	96,277
Central Garage	-
Unemployment	60,000
Health Insurance	2,361,520

Section 4. Upon final passage and approval of this Ordinance, the Budget Statement is adopted by the City of Scottsbluff, Nebraska as the adopted budget statement. A copy of the Budget Statement 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.

Section 5. This Ordinance shall become effective upon its passage on October 1, 2022.

Passed and approved this _____ day of September, 2022.

Jeanne McKerrigan, Mayor

(Seal)

Attest: _____
Kimberley Wright, City Clerk

Approved as to Form and Legality:

City Attorney

2022-2023
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, 2022 through September 30, 2023

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

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

\$	2,228,674.08	Property Taxes for Non-Bond Purposes *****
		Principal and Interest on Bonds
\$	2,228,674.08	Total Personal and Real Property Tax Required

Projected Outstanding Bonded Indebtedness as of October 1, 2022
(As of the Beginning of the Budget Year)

Principal	\$ -
Interest	\$ -
Total Bonded Indebtedness	\$ -

*****INCLUDES \$54,100 BUSINESS IMPROVEMENT DISTRICT

\$	1,006,747,091	Total Certified Valuation (All Counties)
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(Certification of Valuation(s) from County Assessor MUST be attached)

Report of Joint Public Agency & Interlocal Agreements

Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2021 through June 30, 2022?

YES NO

If YES, Please submit Interlocal Agreement Report by September 30th.

County Clerk's Use ONLY

Report of Trade Names, Corporate Names & Business Names

Did the Subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2021 through June 30, 2022?

YES NO

If YES, Please submit Trade Name Report by September 30th.

APA Contact Information

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

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

Website: auditors.nebraska.gov

Questions - E-Mail: Jeff.Schreier@nebraska.gov

Submission Information

Budget Due by 9-30-2022

Submit budget to:

1. Auditor of Public Accounts -Electronically on Website or Mail
2. 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 2020 - 2021 (Column 1)	Actual/Estimated 2021 - 2022 (Column 2)	Adopted Budget 2022 - 2023 (Column 3)
1	Net Cash Balance	\$ 1,906,730.08	\$ 1,673,289.64	\$ 2,137,958.00
2	Investments	\$ 34,906,172.99	\$ 35,344,516.65	\$ 35,500,000.00
3	County Treasurer's Balance	\$ 203,294.93	\$ 209,215.71	\$ 100,000.00
4	Beginning Balance Proprietary Function Funds (Only If Page 6 is Used)			\$ -
5	Subtotal of Beginning Balances (Lines 1 thru 4)	\$ 37,016,198.00	\$ 37,227,022.00	\$ 37,737,958.00
6	Personal and Real Property Taxes (Columns 1 and 2 - See Preparation Guidelines)	\$ 2,365,387.00	\$ 2,126,608.00	\$ 2,206,608.00
7	Federal Receipts	\$ 1,346,980.00	\$ 1,467,222.00	\$ 732,500.00
8	State Receipts: Motor Vehicle Pro-Rate	\$ 7,575.00	\$ 6,700.00	\$ 6,700.00
9				
10	State Receipts: Highway Allocation and Incentives	\$ 1,998,030.00	\$ 1,760,709.00	\$ 1,945,404.00
11	State Receipts: Motor Vehicle Fee	\$ 135,562.00	\$ 110,000.00	\$ 110,000.00
12	State Receipts: State Aid	\$ 9,845.00	\$ 17,824.00	
13	State Receipts: Municipal Equalization Aid	\$ 137,324.00	\$ 164,638.00	\$ 117,488.00
14	State Receipts: Other	\$ 405,110.00	\$ 350,467.00	\$ 385,884.00
15	State Receipts: Property Tax Credit	\$ 90,304.00	\$ 49,626.00	
16	Local Receipts: Nameplate Capacity Tax	\$ -	\$ -	\$ -
17	Local Receipts: Motor Vehicle Tax	\$ 299,731.00	\$ 241,240.00	\$ 236,150.00
18	Local Receipts: Local Option Sales Tax	\$ 6,902,509.00	\$ 7,013,509.00	\$ 7,537,233.00
19	Local Receipts: In Lieu of Tax	\$ 102,719.00	\$ 105,600.00	\$ 105,600.00
20	Local Receipts: Other	\$ 17,063,805.00	\$ 16,799,932.00	\$ 18,723,564.00
21	Transfers In of Surplus Fees	\$ -	\$ -	\$ -
22	Transfers In Other Than Surplus Fees	\$ 4,697,620.00	\$ 3,781,519.00	\$ 3,339,635.00
23	Proprietary Function Funds (Only if Page 6 is Used)	\$ -	\$ -	\$ -
24	Total Resources Available (Lines 5 thru 23)	\$ 72,578,699.00	\$ 71,222,616.00	\$ 73,184,724.00
25	Total Disbursements & Transfers (Line 22, Pg 3, 4 & 5)	\$ 35,351,677.00	\$ 33,484,658.00	\$ 49,559,454.00
26	Balance Forward/Cash Reserve (Line 24 MINUS Line 25)	\$ 37,227,022.00	\$ 37,737,958.00	\$ 23,625,270.00
27	Cash Reserve Percentage			68%
PROPERTY TAX RECAP		Tax from Line 6		\$ 2,206,608.00
		County Treasurer Commission at 1%		\$ 22,066.08
		Total Property Tax Requirement		\$ 2,228,674.08

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:	<u>Property Tax Request</u>
General Fund	\$ 2,174,574.08
Bond Fund	\$ -
Business Improvement District Fund	\$ 54,100.00
_____ Fund	_____
Total Tax Request	** \$ 2,228,674.08

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

Cash Reserve Funds

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

<u>Special Reserve Fund Name</u>	<u>Amount</u>
American Rescue Plan Act (ARPA)	\$ 2,576,234.00
LB357 Sales Tax Reserve Fund	\$ 637,233.00
Capital Projects & Debt Fund	\$ 3,424,978.00
Total Special Reserve Funds	\$ 6,638,445.00
Total Cash Reserve	\$ 23,625,270.00
Remaining Cash Reserve	\$ 16,986,825.00
Remaining Cash Reserve %	49%

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: _____
 Amount: _____

Reason: _____

Transfer From: _____ Transfer To: _____
 Amount: _____

Reason: _____

Transfer From: _____ Transfer To: _____
 Amount: _____

Reason: _____

City or Village of Scottsbluff in Scotts Bluff County

Line No.	2022-2023 ADOPTED BUDGET Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 3,598,435.00	\$ 100,000.00	\$ 20,000.00				\$ 3,718,435.00
3	Public Safety - Police and Fire	\$ 7,139,520.00		\$ 246,500.00				\$ 7,386,020.00
4	Public Safety - Other							\$ -
5	Public Works - Streets	\$ 2,748,799.00	\$ 150,000.00	\$ 445,000.00	\$ 828,682.00		\$ 12,500.00	\$ 4,184,981.00
6	Public Works - Other	\$ 445,413.00						\$ 445,413.00
7	Public Health and Social Services	\$ 334,769.00	\$ 90,000.00	\$ 30,000.00			\$ 200,000.00	\$ 654,769.00
8	Culture and Recreation	\$ 2,836,021.00	\$ 1,200,000.00					\$ 4,036,021.00
9	Community Development	\$ 3,729,041.00			\$ 560,809.00			\$ 4,289,850.00
10	Miscellaneous	\$ 4,230,500.00	\$ 2,911,234.00	\$ 270,000.00			\$ 3,039,635.00	\$ 10,451,369.00
11	Business-Type Activities:							
12	Airport							\$ -
13	Nursing Home							\$ -
14	Hospital							\$ -
15	Electric Utility							\$ -
16	Solid Waste	\$ 2,630,471.00	\$ 2,200,000.00	\$ 931,000.00				\$ 5,761,471.00
17	Transportation							\$ -
18	Wastewater	\$ 3,164,949.00	\$ 773,000.00	\$ 1,170,000.00	\$ 136,660.00		\$ 68,750.00	\$ 5,313,359.00
19	Water	\$ 2,403,030.00	\$ 750,000.00	\$ 145,986.00			\$ 18,750.00	\$ 3,317,766.00
20	Other							\$ -
21	Proprietary Function Funds (Page 6)					\$ -		\$ -
22	Total Disbursements & Transfers (Lns 2 thru 21)	\$ 33,260,948.00	\$ 8,174,234.00	\$ 3,258,486.00	\$ 1,526,151.00	\$ -	\$ 3,339,635.00	\$ 49,559,454.00

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

City or Village of Scottsbluff in Scotts Bluff County

Line No.	2021-2022 ACTUAL/ESTIMATED Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 2,966,511.00		\$ 32,500.00				\$ 2,999,011.00
3	Public Safety - Police and Fire	\$ 6,281,008.00		\$ 100,000.00				\$ 6,381,008.00
4	Public Safety - Other							\$ -
5	Public Works - Streets	\$ 2,345,986.00	\$ 1,414,545.00	\$ 370,000.00	\$ 827,182.00		\$ 250,759.00	\$ 5,208,472.00
6	Public Works - Other	\$ 423,669.00		\$ 30,000.00				\$ 453,669.00
7	Public Health and Social Services	\$ 293,440.00	\$ 25,000.00				\$ 150,000.00	\$ 468,440.00
8	Culture and Recreation	\$ 2,571,906.00	\$ 264,370.00					\$ 2,836,276.00
9	Community Development	\$ 3,004,513.00			\$ 520,809.00			\$ 3,525,322.00
10	Miscellaneous	\$ 454,225.00		\$ 205,000.00			\$ 3,055,000.00	\$ 3,714,225.00
11	Business-Type Activities:							
12	Airport							\$ -
13	Nursing Home							\$ -
14	Hospital							\$ -
15	Electric Utility							\$ -
16	Solid Waste	\$ 2,271,368.00		\$ 880,000.00			\$ 238,259.00	\$ 3,389,627.00
17	Transportation							\$ -
18	Wastewater	\$ 1,943,392.00	\$ 186,394.00	\$ 542,000.00	\$ 145,855.00		\$ 68,750.00	\$ 2,886,391.00
19	Water	\$ 1,550,649.00	\$ 10,000.00	\$ 42,818.00			\$ 18,750.00	\$ 1,622,217.00
20	Other							\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 24,106,667.00	\$ 1,900,309.00	\$ 2,202,318.00	\$ 1,493,846.00	\$ -	\$ 3,781,518.00	\$ 33,484,658.00

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

City or Village of Scottsbluff in Scotts Bluff County

Line No.	2020-2021 ACTUAL Disbursements & Transfers	Operating Expenses (A)	Capital Improvements (B)	Other Capital Outlay (C)	Debt Service (D)	Other (E)	Transfers Out (F)	TOTAL
1	Governmental:							
2	General Government	\$ 2,390,773.00						\$ 2,390,773.00
3	Public Safety - Police and Fire	\$ 5,997,032.00		\$ 114,207.00			\$ 30,000.00	\$ 6,141,239.00
4	Public Safety - Other							\$ -
5	Public Works - Streets	\$ 1,925,322.00	\$ 735,707.00	\$ 365,461.00	\$ 875,298.00		\$ 104,500.00	\$ 4,006,288.00
6	Public Works - Other	\$ 356,585.00						\$ 356,585.00
7	Public Health and Social Services	\$ 243,104.00	\$ 39,500.00	\$ 69,407.00			\$ 350,000.00	\$ 702,011.00
8	Culture and Recreation	\$ 2,297,789.00	\$ 2,241,711.00				\$ 20,000.00	\$ 4,559,500.00
9	Community Development	\$ 3,381,942.00			\$ 378,228.00			\$ 3,760,170.00
10	Miscellaneous	\$ 678,695.00	\$ 238,254.00	\$ 76,635.00	\$ 742,017.00		\$ 3,880,620.00	\$ 5,616,221.00
11	Business-Type Activities:							
12	Airport							\$ -
13	Nursing Home							\$ -
14	Hospital							\$ -
15	Electric Utility							\$ -
16	Solid Waste	\$ 2,243,138.00	\$ 581,549.00				\$ 109,000.00	\$ 2,933,687.00
17	Transportation							\$ -
18	Wastewater	\$ 1,669,599.00	\$ 659,292.00	\$ 655,068.00	\$ 281,944.00		\$ 132,750.00	\$ 3,398,653.00
19	Water	\$ 1,357,304.00	\$ 9,728.00	\$ 48,768.00			\$ 70,750.00	\$ 1,486,550.00
20	Other							\$ -
21	Proprietary Function Funds							\$ -
22	Total Disbursements & Transfers (Ln 2 thru 21)	\$ 22,541,283.00	\$ 4,505,741.00	\$ 1,329,546.00	\$ 2,277,487.00	\$ -	\$ 4,697,620.00	\$ 35,351,677.00

(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, and Proprietary Function Funds if a separate budget is filed.

(F) **Transfers** should include Transfers and Transfers of Surplus Fees

2022-2023 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	\$ -	\$ -	\$ -	\$ -
	(Forward to Page 2, Line 4)	(Forward to Page 2, Line 23)	(Forward to Page 3, Line 21)	

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

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

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

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

	BOARD CHAIRPERSON	CLERK/TREASURER/SUPERINTENDENT/OTHER	PREPARER
NAME	Jeanne McKerrigan	Elizabeth Loutzenhiser	Elizabeth Loutzenhiser
TITLE /FIRM NAME	Mayor	Director of Finance	
TELEPHONE		308-633-3796	
EMAIL ADDRESS		eloutz@scottsbluff.org	

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

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

City or Village of Scottsbluff in Scotts Bluff County

2022-2023 LID SUPPORTING SCHEDULE

Calculation of Restricted Funds

Total Personal and Real Property Tax Requirements	(1)	\$	2,228,674.08
Motor Vehicle Pro-Rate	(2)	\$	6,700.00
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))		\$	-
LESS: Amount Spent During 2021-2022		\$	-
LESS: Amount Expected to be Spent in Future Budget Years		\$	-
Amount to be included as Restricted Funds (<i>Cannot Be A Negative Number</i>)	(7)	\$	-
Motor Vehicle Tax	(8)	\$	236,150.00
Local Option Sales Tax	(9)	\$	7,537,233.00
Transfers of Surplus Fees	(10)	\$	-
Highway Allocation and Incentives	(11)	\$	1,945,404.00
	(12)		
Motor Vehicle Fee	(13)	\$	110,000.00
Municipal Equalization Fund	(14)	\$	117,488.00
Insurance Premium Tax	(15)	\$	-
Nameplate Capacity Tax	(15a)	\$	-
TOTAL RESTRICTED FUNDS (A)		(16)	\$ 12,287,249.08

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>)				
Agrees to Line (6).		\$	-	(18)
Allowable Capital Improvements	(19)	\$	-	
Bonded Indebtedness	(20)			
Public Facilities Construction Projects (Statutes 72-2301 to 72-2308)	(21)			
Interlocal Agreements/Joint Public Agency Agreements	(22)	\$	503,374.00	
Public Safety Communication Project (Statute 86-416)	(23)			
Benefits Paid Under the Firefighter Cancer Benefits Act	(23a)			
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)	\$ 503,374.00	

TOTAL RESTRICTED FUNDS For Lid Computation (To Line 9 of the Lid Computation Form) <small>To Calculate: Total Restricted Funds (A)-Line 16 MINUS Total Lid Exceptions (B)-Line 28</small>	\$ 11,783,875.08
---	-------------------------

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

City or Village of Scottsbluff

IN

Scotts Bluff County

LID COMPUTATION FORM FOR FISCAL YEAR 2022-2023

PRIOR YEAR RESTRICTED FUNDS AUTHORITY OPTION 1 OR OPTION 2

OPTION 1

Prior Year Restricted Funds Authority (Base Amount) = Line (8) from last year's Lid Form	17,043,785.07
	Option 1 - (Line 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	
Allowable Percent Increase Less Vote Taken (Prior Year Lid Computation Form Line (6) - Line (5))	Option 2 - (A) %
Dollar Amount of Allowable Increase Excluding the vote taken Line (A) times Line (B)	Option 2 - (B) %
Calculated Prior Year Restricted Funds Authority (Base Amount) Line (A) Plus Line (C)	-
	Option 2 - (Line 1)

CURRENT YEAR ALLOWABLE INCREASES

1 <u>BASE LIMITATION PERCENT INCREASE (2.5%)</u>	2.50 %
	(2)

2 <u>ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5%</u>	- %
	(3)
$\frac{1,373,232.00}{\text{2022 Growth per Assessor}} \div \frac{959,494,706.00}{\text{2021 Valuation}} = \frac{0.14}{\text{Multiply times 100 To get \%}}$	

3 <u>ADDITIONAL ONE PERCENT COUNCIL/BOARD APPROVED INCREASE</u>	1.00 %
	(4)
$\frac{5^{**}}{\text{\# of Board Members voting "Yes" for Increase}} \div \frac{5}{\text{Total \# of Members in Governing Body at Meeting}} = \frac{100.00}{\text{Must be at least 75% (.75) of the Governing Body}}$	
	**not finalized, will require vote

ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.

4 <u>SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED % INCREASE</u>	
	(5)

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

TOTAL ALLOWABLE PERCENT INCREASE = Line (2) + Line (3) + Line (4) + Line (5)	3.50 %
	(6)

Allowable Dollar Amount of Increase to Restricted Funds = Line (1) x Line (6)	596,532.48
	(7)

Total Restricted Funds Authority = Line (1) + Line (7)	17,640,317.55
	(8)

Less: Restricted Funds from Lid Supporting Schedule	11,783,875.08
	(9)

Total Unused Restricted Funds Authority = Line (8) - Line (9)	5,856,442.47
	(10)

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

Municipality Levy Limit Form

City or Village of Scottsbluff in Scotts Bluff County

Municipality Levy

Personal and Real Property Tax Request	(1)		2,228,674.08
Judgments (Not Paid by Liability Insurance)	(2)	0.00	
Pre-Existing Lease - Purchase Contracts-7/98	(3)	0.00	
Bonded Indebtedness	(4)	0.00	
Interest Free Financing (Public Airports)	(5)	0.00	
Benefits Paid Under Firefighter Cancer Benefits Act	(6)	0.00	
Total Levy Exemptions	(7)		0.00
Tax Request Subject to Levy Limit	(8)		2,228,674.08
Valuation	(9)		1,006,747,091
Municipality Levy Subject to Levy Authority	(10)		0.221374
Levy Authority Allocated to Others-			
Airport Authority	(11)		0.000000
Community Redevelopment Authority	(12)		0.000000
Transit Authority	(13)		0.000000
Off Street Parking District Valuation	(14)		
Off Street Parking District Levy (Statute 77-3443(2))	(15)	0.000000	0.000000
Other	(16)		0.000000
Total Levy for Compliance Purposes	(17)		0.221374 (A)

Levy Authority

Municipality Levy Limit	(18)		0.450000
Municipality property taxes designated for interlocal agreements	(19)	503,374.00	0.050000
Total Municipality Levy Authority	(20)		0.500000 (B)
Voter Approved Levy Override	(21)		0.000000 (C)

Note: (A) must be less than the greater of (B) or (C) to be in compliance with the Statutes

This Form is to be completed to ensure compliance with the levy limits established in State Statute Section 77-3442. The levy limit applicable to municipalities is 45 cents plus 5 cents for interlocal agreements.

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 as Bonded Indebtedness on Line 7 above.

A municipality may exceed the limits in State Statute Section 77-3442 by completing the requirements of State Statute Section 77-3444 (Election or Townhall Meeting). **If an amount is entered on Line 21, a sample ballot and election results MUST be submitted with budget. If voter approved override was completed at a Townhall Meeting, minutes of that meeting, and a list of registered voters in the municipality must be submitted.** Please refer to the statutes to ensure all requirements are met.

2022-2023 ALLOWABLE GROWTH PERCENTAGE COMPUTATION FORM

YES

This budget is for a **VILLAGE**; therefore the allowable growth provisions of the Property Tax Request Act **DO NOT** apply.

CALCULATION OF ALLOWABLE GROWTH PERCENTAGE

Prior Year Total Property Tax Request (1) \$ 2,126,608.00
(Total Personal and Real Property Tax Required from prior year budget - Cover Page)

Base Limitation Percentage Increase (2%) 2.00 % (2)

Real Growth Percentage Increase

$$\frac{1,596,089.00}{2022 \text{ Real Growth Value per Assessor}} \div \frac{905,211,554.00}{\text{Prior Year Total Real Property Valuation per Assessor}} = \underline{0.18} \% (3)$$

Note: Real Growth Value per Assessor for purposes of the Property Tax Request Act (§77-1631) is different than the growth value for purposes of the Lid on Restricted Funds (§13-518). The County Assessor must provide you with separate growth amounts.

Total Allowable Growth Percentage Increase (Line 2 + Line 3) (4) 2.18 %

Allowable Dollar Amount of Increase to Property Tax Request (Line 1 x Line 4) (5) \$ 46,360.05

TOTAL BASE PROPERTY TAX REQUEST AUTHORITY (Line 1 + Line 5) (6) \$ 2,172,968.05

ACTUAL PROPERTY TAX REQUEST

2022-2023 ACTUAL Total Property Tax Request (7) \$ 2,228,674.08
(Total Personal and Real Property Tax Required from Cover Page)

Property Tax Request exceeds allowable growth percentage. Political subdivision MUST complete the postcard notification requirements, and participate in the joint public hearing.

If line (7) is **greater than** line (6), your political subdivision **is required** to participate in the joint public hearing, and complete the postcard notification requirements of §77-1633. You must provide your proposed property tax request and telephone number to the County Clerk by September 5th. You are not required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632. The joint public hearing is completed in lieu of this hearing.

If line (7) is **less than** line (6), your political subdivision **is not required** to participate in the joint public hearing, or complete the postcard notification requirements of §77-1633. You are required to hold the Special Hearing to Set the Final Tax Request outlined in §77-1632.

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

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	09/30/2021-09/30/2022	risk management services and insurance coverage	\$ 503,374.00
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	01/01/22-12/31/22 (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 03/04/2025	sewer line cleaning	
SID #8	3 years, expires 03/04/2025	replacement, painting, maintenance - fire hydrants	

Total Amount used as Lid Exemption

\$ 503,374.00

REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS

REPORTING PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

City or Village of Scottsbluff

Scotts Bluff County

SUBDIVISION NAME	COUNTY	Description	Amount Used as Lid Exemption
Parties to Agreement (Column 1)	Agreement Period (Column 2)	(Column 3)	(Column 4)
Cities of Bayard, Bridgeport, Gering, Gordon, Kimball, Mitchell, Sidney, Terrytown, Village of Morrill	<i>indefinite</i>	<i>Regional economic development advisory board</i>	
US Dept of Justice	indefinite	public safety, alcohol compliance, traffic safety	
Scotts Bluff County	11/01/21 - 12/31/2024 three year term	operation, maintenance and funding of the Scotts Bluff Drain	
Cities of Gering and Terrytown	06/17/19 -06/17/23 four year term	stormwater education and outreach partnership	
City of Bayard	09/27/2017 perptual	provide Spanish/English interpreter services	
Cities of Bridgeport, Bayard, Mitchell, Terrytown and Village of Morrill	perpetual	securing, planning for the mgmt of a potable water source from the surface water, stream flow and storage reservoirs of the NP River	
WY Water Development	09/12/2016 - ongoing project	securing, planning for the mgmt of a potable water source from the surface water, stream flow and storage reservoirs of the NP River	
Scotts Bluff County, Cities of Gering, Terrytown, Scottsbluff	Jan 2021 - ongoing	US Dept of Interior Geological Survey/Water Resource Investigation	
City of Scottsbluff Police Department, Scottsbluff Public Schools	Dec 2021 - ongoing	MOU for School Resource Officer Program	
City of Scottsbluff Police Department, Western NE Community College	Dec 2019 - ongoing	MOU for College Resource Officer Program	

Total Amount used as Lid Exemption \$ -

REPORT OF TRADE NAMES, CORPORATE NAMES, BUSINESS NAMES
REPORTING PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

City or Village of Scottsbluff

Scotts Bluff County

SUBDIVISION NAME

COUNTY

List all Trade Names, Corporate Names and Business Names under which the political subdivision conducted business.

Scottsbluff Leasing Corporation

CERTIFICATION OF TAXABLE VALUE AND VALUE ATTRIBUTABLE TO GROWTH

{format for all counties and cities.}

TAX YEAR 2022

{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 (County or City)	Value Attributable to Growth *	Total Taxable Value	Real Growth Value ^a	Prior Year Total Real Property Valuation	Real Growth Percentage ^b
CITY OF SCOTTSBLUFF	City/Village	1,373,232	1,006,747,091	1,596,089	905,211,554	0.18

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

^a Real Growth Value is determined pursuant to Neb. Rev. Stat. § 77-1631 which includes (i) improvements to real property as a result of new construction and additions to existing buildings, (ii) any other improvements to real property which increase the value of such property, (iii) annexation of real property by the political subdivision, and (iv) a change in the use of real property; and (v) the annual increase in the excess value for any tax increment financing project located in the political subdivision, if applicable.

^b Real Growth Percentage is determined pursuant to Neb. Rev. Stat. § 77-1631 and is equal to the political subdivision's Real Growth Value divided by the political subdivision's total real property valuation from the prior year.

I ANGELA DILLMAN, 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.

Angela Dillman
 (signature of county assessor)

8-20-22
 (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.

Guid: _____

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, (b) counties, (c) cities, (d) school districts, and (e) community colleges.}

TAX YEAR 2022

{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. fire, NRD, ESU)	Value Attributable to Growth	Total Taxable Value
SCB PARKING DIST	Misc-District	429,770	34,011,899

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

I ANGELA DILLMAN, 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)

8-20-22
(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.

City of Scottsbluff, Nebraska

Monday, September 19, 2022

Regular Meeting

Item Resolut.4

Council to consider the second reading of the Ordinance allowing for exceeding the allowable growth and basic allowable growth limits for the 2022-2023 FY by one percent of budgeted restricted funds and correcting the adopted budget statement and accompanying forms.

Staff Contact: Liz Loutzenhiser, Finance Director

ORDINANCE NO.

AN ORDINANCE ALLOWING FOR EXCEEDING THE ALLOWABLE GROWTH AND BASIC ALLOWABLE GROWTH LIMITS FOR THE 2022-2023 FISCAL YEAR BY ONE PERCENT OF BUDGETED RESTRICTED FUNDS, AND CORRECTING THE ADOPTED BUDGET STATEMENT AND ACCOMPANYING FORMS.

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

SECTION 1. Governmental units are authorized pursuant to State law at Chapter 13, Section 519, to exceed the Allowable Growth (§13-518(1)) and the Basic Allowable Growth (§77-3446) for budgeted restricted funds authority up to an additional one percent, by affirmative vote of the City Council of at least 75%.

SECTION 2. The City Council finds that such limit as provided by Section 13-519 (a) and (b) should be exceeded by one percent.

SECTION 3. An affirmative vote of at least 75% in favor of this increase is hereby cast.

SECTION 4. Section 13-511 allows correction of an adopted budget statement for clerical, mathematical, and accounting errors, which correction does not affect the total amount budgeted by more than one percent or increase the amount required from property taxes. The one percent limit increase is calculated into the current budget statement.

SECTION 5. The allowable increase in "restricted funds authority" with the additional 1% of \$170,437.85 and included in the resulting "total restricted funds authority" in the adopted budget ordinance is hereby amended to the amount of \$5,856,442.47.

SECTION 6. Those portions of the existing budget ordinance for 2022-2023 are amended accordingly.

SECTION 7. The City Treasurer is authorized to make appropriate changes in the submitted forms for computation of the limit for fiscal year 2022-2023, and transmit those changes to the State Auditor's office.

SECTION 8. This ordinance shall be in full force and effect from and after its approval, passage, and publication according to law.

PASSED AND APPROVED this ____ day of _____, 2022.

Jeanne McKerrigan, Mayor

(SEAL)

Attest:

Kimberley Wright, City Clerk

Approved as to Form and Legality:

City Attorney

City of Scottsbluff, Nebraska

Monday, September 19, 2022

Regular Meeting

Item Resolut.5

Council to consider the second reading of the Ordinance updating utility user fees, including water and sewer fees, solid waste collection and surcharge for stormwater.

Staff Contact: Liz Loutzenhiser, Finance Director

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT SECTIONS 6-6-23, 6-6-24, 6-6-26, 6-6-26.1 AND 6-6-27; AMENDING AND CHANGING SEWER USER FEES INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS AT SECTIONS 6-6-19, 6-6-20, 6-6-22, AMENDING AND CHANGING THE WATER SERVICE FEES AT SECTION 6-6-28 ALL IN CHAPTER 6 ARTICLE 6 OF THE MUNICIPAL CODE, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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 \$48.55 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 \$3.59 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 31, 2022.”

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 \$59.43 per bimonthly period.

(3) Single-family residential users outside the city limits shall pay \$99.50 per bimonthly period.

(4) Multi-family residential users shall pay \$85.55 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 31, 2022.”

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 \$4.50 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 \$0.60 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 31, 2022.”

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 31, 2022:

One-family unit (including mobile homes with an individual water or sewer connection). \$49.29

One-family two container unit (including mobile homes with an individual water or sewer connection). \$112.72

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.....	\$49.29
5 to 6 units.....	\$44.29
7 to 10 units.....	\$41.85
11 to 16 units.....	\$39.39
17 to 39 units.....	\$36.86
40 to 59 units.....	\$34.39
60 or more units	\$32.02

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 31, 2022.”

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	\$12.74	\$101.92
1.5 cubic yard	\$17.00	\$135.94
3.0 cubic yard	\$33.30	\$258.68

The rates and fees provided in this section shall be effective with respect to usage for which billings are made after December 31, 2022.”

Section 6. Section 6-6-26 of the Scottsbluff Municipal Code is amended to provide as follows:

“6-6-26. Trees, brush, yard waste; disposition at City disposal sites.

Every person who shall dispose of trees, brush or yard waste at any disposal site of the City shall, effective October 1, 2022, pay the following fee:

Outside City Commercial/Non-residential yard waste and tree disposal
Inbound..... \$25 per ton

Outside City residential yard waste
Inbound..... \$5 per 450 lbs

Mulch
Outbound..... \$25 per ton

Compost
Outbound..... \$18 per ton

Provided, citizens of the City and commercial operators within the City may dispose of yard waste from the yard of a residence within the City at any of the City's disposal sites without charge. If the tree, brush or yard waste is generated through commercial activities, from a residential or non-residential site outside the City, then the above set forth charges will be applicable. Citizens or commercial operators within the City must have valid identification showing proof of residence inside the City or proof acceptable to the City the tree, brush or yard waste is from a residence within the City to obtain disposal without charge. For purposes of this section yard waste, brush and tree disposal shall mean grass clippings, brush, yard waste and tree material generated from a residence.”

Section 7. Section 6-6-27.1 of the Scottsbluff Municipal Code is amended to provide as follows: “**6-6-26.1. Recyclable materials for Non-Residential Customers and Non-Recyclable equipment.** For residential non-electronic disposal single stream recycling please refer to section 6-6-23. Non-residential customers recycling electronic equipment and appliances please refer to the program specifics set forth below:

1. Customers recycling electronic waste including but not limited to: computer monitors, desk top and laptop computers, electronic mice, printers, fax machines, scanners, electronic typewriters, keyboards, computer speakers, servers, hard drives, television sets, VCR/DVD/Blue Ray players, home or auto stereo equipment, small electronics, gaming equipment and CFL light bulbs and florescent tubes brought in for disposal, shall be charged a fee of \$.50 per pound for all electronic waste brought in for recycling.
2. For non-recyclable appliances and electronic equipment, every person including residential and non-residential customers, who shall dispose of an appliance or non-recyclable electronic equipment at any disposal site of the City shall pay a charge of \$26.78 per item disposed.
3. The fee for the Gaylord (cardboard) containers shall be \$21.22 per month.
4. The rates and fees provided in this section shall be effective after October 1, 2022.”

Section 8. Section 6-6-27 of the Scottsbluff Municipal Code is amended to provide as follows:

“6-6-27. Special Collections and Additional Containers.

Upon request, the City may, but is not required to, make special collections of solid waste or deliver additional containers for residents having an event. When a special collection is made, the charges shall be as follows:

Residential 90 gallon roll-out trash container	\$12.74
Residential yard waste container	\$12.74
1.5 CY trash container	\$17.00
3.0 CY trash container	\$33.30
Each appliance	\$26.78

When notified of an event such as a picnic, fund raiser, craft fair, party, collection point for recycling or other non-routine event and an additional container is requested, the charges shall be as follows:

- 90 gallon - \$12.74 rental fee per container and \$12.74 for dump per container
- 1.5 CY - \$17.00 rental fee per container and \$17.00 for dump per container
- 3.0 CY - \$33.30 rental fee per container and \$33.30 for dump per container

The charges for the collection of other solid waste shall be based on volume as measured by the capacity of a standard ½ ton pickup truck. There shall be a minimum charge of \$15.00. If the volume of solid waste as estimated by the representative of the Sanitation Department exceeds to capacity of a standard ½ ton pickup truck, the charge shall be \$35.00 for each pickup load. The rates provided for shall become effective on midnight, December 31, 2022.”

Section 9. 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	\$2.648
10,001 to 20,000	\$2.154
20,001 to 60,000	\$2.147
60,001 to 100,000	\$2.123
Over 100,000	\$2.104

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"	\$26.48	10,000
1"	\$48.02	20,000
1½"	\$90.95	40,000
2"	\$123.14	55,000
3"	\$197.47	90,000
4"	\$302.75	140,000
6"	\$428.84	200,000
8"	\$638.84	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 31, 2022.”

Section 10. Existing Sections 6-6-19, 6-6-20, 6-6-22, 6-6-23, 6-6-24, 6-6-26, 6-6-27 and 6-6-28, of the Scottsbluff Municipal Code are hereby repealed. 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 11. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 2022.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

Deputy City Attorney

City of Scottsbluff, Nebraska
Monday, September 19, 2022
Regular Meeting

Item Bids1

Council to discuss and consider action on awarding the bid for hail damage repair at the Library, Cemetery and Misc. Facilities to Twin City Roofing & Sheet Metal, Inc. in the amount of \$111,110.55.

Staff Contact: Mark Bohl, Public Works Director



September 9, 2022

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

RE: Library, Cemetery and Misc. Facilities, Hail Damage Bids

Dear Mayor and City Council:

Bids were received and opened at 2:00 p.m. on September 7, 2022 at City Hall, Scottsbluff, Nebraska for the above referenced project. One (1) bids was received. We feel this was primarily due to work load of most roofing contractors in the area and the bonding requirements set forth for municipalities. The bid received was as follows:

	<u>Total Bid</u>
Twin City Roofing & Sheet Metal, Inc.	\$111,110.55
Engineer's Estimate	\$89,602.00

There were no discrepancies in the original bid.

The Engineer's Estimate was based upon the insurance adjuster's estimate in 2019. Prices have increased since the original estimate. The unit prices submitted are within reason of similar hail damage projects recently submitted for both the City of Scottsbluff and the City of Alliance. We have reviewed the contractor's bid documents and would recommend award of the project to Twin City Roofing & Sheet Metal in the amount of \$111,110.55.

Sincerely,

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

David Schaff, P.E.

G:\Jobs\RM200034-00 2019 City of Scottsbluff Hail Damage Repair\008 Library, Cemetery and Misc\RecommendofAward.doc

City of Scottsbluff, Nebraska
Monday, September 19, 2022
Regular Meeting

Item Bids2

Council to discuss and consider action on awarding the Sewer Main Lining Project at the Wastewater Treatment Plant to Hydro-Klean, LLC in the amount of \$243,841.50.

Staff Contact: Lynn Garton, Wastewater Supervisor

Agenda Statement

Item No.

For Meeting of: September 19, 2022

AGENDA TITLE: Council to consider awarding the Sewer Main Lining Project at the Wastewater Treatment Plant to Hydro-Klean, LLC in the amount of \$243,841.50.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works

PRESENTATION BY: Kevin Spencer, Interim City Manager

SUMMARY EXPLANATION: Two bids were received to line the influent sewer main at the treatment plant where we've experienced main breaks. They are from:

Hydro-Klean, LLC \$243,841.50
C&L Water Solutions \$690,525.00

M.C. Schaff & Associates have reviewed the bids and provided a letter recommending award of this project to Hydro-Klean, LLC.

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff recommends that Council award this project to Hydro-Klean, LLC in the amount of \$243,841.50.

Does this item require the expenditure of funds? X yes no
Are funds budgeted? X yes no

If no, comments: _____

Estimated Amount _____

Amount Budgeted \$515,000 – FY22/23

Department Wastewater

Account Description Structures

Approval of funds available _____

City Finance Director

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Bid Proposal and Letter of Recommendation

NOTIFICATION LIST: Yes No Further Instructions

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev: 12/14/ City Clerk



September 12, 2022

Lynn Garton
Wastewater Supervisor
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

RE: Scottsbluff WWTF Trunk Line Lining Project

Mr. Garton:

Bids were received and opened at 10:00 a.m. on September 12, 2022 at the City Office for the above referenced project. A total of two (2) bids were received. A copy of the bid tabulation sheet is attached for your review. The bids received were as follows:

	<u>Total Bid</u>
Hydro-Klean, LLC	\$243,841.50
C&L Water Solutions, Inc.	\$690,525.00
Engineer's Estimate	\$425,500.00

The bids submitted by both bidders were reviewed and did not contain any qualifications or errors.

Based upon all the bid information, we recommend award of the contract to Hydro-Klean, LLC in the amount of \$243,841.50 given that funds be available.

Sincerely,

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

Michael Olsen, P.E.

CC: Vicky Thomason, City of Scottsbluff



M.C. Schaff & Associates, Inc.

818 S Beltline Highway East
 Scottsbluff, Nebraska 69361
 308-635-1926 Phone 308-635-7807 Fax
 www.mcschaff.com

Scottsbluff WWTF Trunk Line Lining Project City of Scottsbluff, Nebraska Bid Date: September 12, 2022 @ 10:00 am Mountain Time				Hydro-Klean, LLC 333 NW 49th Place Des Moines, IA 50313		C&L Water Solutions, Inc. 12249 Mead Way Littleton, CO 80125		Engineers Estimate	
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization	LS	1	\$ 24,900.00	\$ 24,900.00	\$ 66,125.00	\$ 66,125.00	\$ 40,000.00	\$ 40,000.00
2	30" UV Cured CIPP	LF	565	\$ 288.50	\$ 163,002.50	\$ 396.00	\$ 223,740.00	\$ 500.00	\$ 282,500.00
3	60" Manhole Rehab								
	Manhole 1	EA	1	\$ 6,404.00	\$ 6,404.00	\$ 27,440.00	\$ 27,440.00	\$ 5,750.00	\$ 5,750.00
	Manhole 2	EA	1	\$ 5,954.00	\$ 5,954.00	\$ 27,440.00	\$ 27,440.00	\$ 5,750.00	\$ 5,750.00
	Manhole 3	EA	1	\$ 7,081.00	\$ 7,081.00	\$ 55,060.00	\$ 55,060.00	\$ 9,200.00	\$ 9,200.00
4	Bypass Pumping	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 175,405.00	\$ 175,405.00	\$ 40,000.00	\$ 40,000.00
5	Dewatering	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 51,405.00	\$ 51,405.00	\$ 17,000.00	\$ 17,000.00
6	Slide Gate	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 52,715.00	\$ 52,715.00	\$ 11,500.00	\$ 11,500.00
7	Grating on Diversion Box	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 11,195.00	\$ 11,195.00	\$ 13,800.00	\$ 13,800.00
Total Bid - Items 1 Thru 7				\$	243,841.50	\$	690,525.00	\$	425,500.00
Proposed Start Date					Oct-22		Jan-Feb 2023		

Project Number: RM220094-00

BID FORM

Project Identification: **Scottsbluff WWTF Trunk Line Lining**

Contract Identification and Number: **RM220094-00**

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Scottsbluff, 2525 Circle Drive, Scottsbluff, NE 69361.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	8/31/2022
2	9/7/2022

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

~~D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.~~

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Bid Price
1	Mobilization	1	LS	\$ 24,900.00	\$ 24,900.00
2	30" UV Cured CIPP	565	LF	\$ 288.50	\$ 163,002.50
3	60" Manhole Rehabilitation				
	Manhole 1	1	EACH	\$ 6,404.00	\$ 6,404.00
	Manhole 2	1	EACH	\$ 5,954.00	\$ 5,954.00
	Manhole 3	1	EACH	\$ 7,081.00	\$ 7,081.00
4	Bypass Pumping	1	LS	\$ 25,000.00	\$ 25,000.00
5	Dewatering	1	LS	\$ 5,000.00	\$ 5,000.00
6	Slide Gate	1	EACH	\$ 5,000.00	\$ 5,000.00
7	Grating on Diversion Box	1	LS	\$ 1,500.00	\$ 1,500.00

Base Bid Total of Items 1 thru 7 \$ 243,841.50

*HK would like to start in October with measuring so we can get product ordered. We would anticipate lining and manhole work to begin in November depending on weather and temperatures.

Contractor's proposed start date *See Note

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 Unit Prices have been computed in accordance with paragraph 13.03.A of the general conditions

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. ~~List of Proposed Subcontractors;~~

~~C. List of Proposed Suppliers;~~

~~D. List of Project References;~~

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: 68162-22 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

~~G. Required Bidder Qualification Statement with supporting data; and~~

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Hydro-Klean, LLC

By:

[Signature]




[Printed name]

Jill Lomp

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

WADE ANDERSON

Title:

CEO

Submittal Date:

9/6/22

Address for giving notices:

Hydro-Klean, LLC

333 NW 49th Place

Des Moines, IA 50313

Telephone Number:

515-283-0500

Fax Number:

515-283-0505

Contact Name and e-mail address:

Jill Lomp

jlomp@hksolutionsgroup.com

Bidder's License No.:

(where applicable)

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JOB DESCRIPTION

Job Title: Contracts Manager
Reports To: Director of Sales

Date Reviewed: 12/21/21
FLSA: Exempt

Position Overview

Reporting to the Director of Biofuels, this position will provide support to both the Biofuels business unit as well overall administration of the contracts process for municipal services.

Essential Job Functions

This position requires the performance of a variety of administrative tasks including but not limited to:

- Contracts administration for municipal services
- Process pay applications
- Respond to emails, phone calls, and other forms of correspondence
- Work closely with internal staff and external clients to meet their service needs
- Prepare and distribute reports
- Maintain and update the customer relationship management (CRM) system
- Process quotes and work orders accurately and efficiently
- Work with logistics to schedule jobs in timely manner
- Review invoicing of completed jobs for accuracy
- Assist with time keeping functions of large projects
- Serve as point person for certain third party vendors
- Order and track third party rentals needed for projects
- Build work packets for operations team including all information needed to complete job in accordance with company standards and customer needs
- This position will have the authority to sign contracts on behalf of Hydro-Klean

Requirements

Education: High school diploma or equivalent required. 2-year degree in a related field preferred.

Experience: Experience in an administrative role providing support to Management or Sales Personnel.

Certifications & Licenses: N/A

Travel: N/A

Physical: Use of computer and office equipment. Performs all administrative functions expected at this level.

Other Related Skills & Abilities

Computer skills, including proficiency using Microsoft office suite (Outlook, Word, Excel, Powerpoint)

High level of organization

Strong attention to detail

Strong written and verbal communication skills

Ability to work in a fast-paced environment and adapt to changing conditions

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

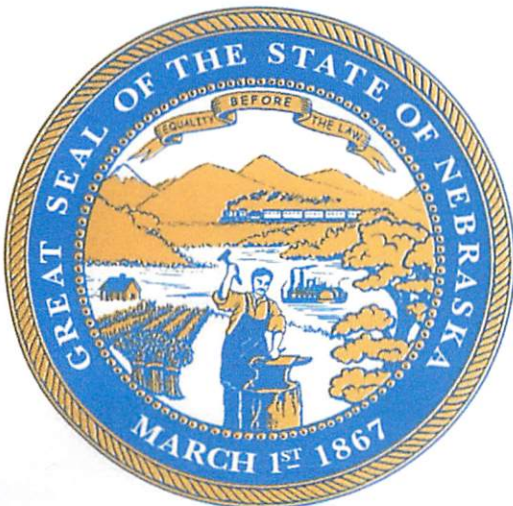
Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do hereby certify that

HYDRO-KLEAN, LLC.

**a Iowa limited liability company, filed an Application for Certificate of
Authority in this office on March 13, 2019 and is hereby authorized
to transact business in the state of Nebraska as of the date of this certificate.**

In Testimony Whereof,



I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of
March 13, 2019

A handwritten signature in black ink that reads "Robert B. Evnen".

Secretary of State



Contractor Registration Certificate

This certificate is non-transferable

Registration # 68162-22

Date Expiring: 3/8/2023

Hydro-Klean, LLC
Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA 50313

Nebraska Department of Labor
550 South 16th Street
Lincoln, NE 68508
402-471-2239


Commissioner of Labor

City of Scottsbluff, Nebraska

Monday, September 19, 2022

Regular Meeting

Item Reports1

Council to discuss and consider action on approving the renewal of Lease Agreements with Telecom West, Inc. for their wireless antenna systems on the Airport and Cemetery Water Towers.

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

Agenda Statement

Item No.

For Meeting of: September 19, 2022

AGENDA TITLE: Council to consider approving the renewal of Lease Agreements with Telecom West, Inc. for their wireless antenna systems on the Airport and Cemetery Water Towers.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works

PRESENTATION BY: Kevin Spencer, Interim City Manager

SUMMARY EXPLANATION: Telecom West, Inc. has 2 existing Lease Agreements with the City for renting a portion of the Airport and Cemetery Water Towers where their antennae, cables, hardware and appurtenances are mounted.

They would like to renew both Leases for another 2 year term. The Cemetery Tower Lease includes a rental fee of \$150.00 a month plus 1 internet service connection for the Cemetery administrative building valued at \$75.00. The Airport Tower Lease includes a rental fee of \$225.00 a month.

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff recommends that Council approve the renewal of these 2 Lease Agreements for another 2 year term.

Does this item require the expenditure of funds? yes no
Are funds budgeted? yes no

If no, comments: _____
Estimated Amount _____
Amount Budgeted _____
Department _____
Account Description _____

Approval of funds available _____
City Finance Director

EXHIBITS
 Resolution Ordinance Contract Minutes Plan/Map
 Other (specify) Lease Agreements

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

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 12/14/ City Clerk

LEASE AGREEMENT

THIS LEASE entered into as of this 30th day of September, 2022, by and between the City of Scottsbluff, a Nebraska Municipal Corporation, hereinafter referred to as “LESSOR.” and Telecom West Inc., a Nebraska Corporation hereinafter referred to as “LESSEE.”

WHEREAS, LESSOR is the owner of a water tower (“water tower”), on a site located in the Airport area at 2100 Airport Road, City of Scottsbluff, State of Nebraska, and

WHEREAS, LESSEE desires to lease from LESSOR a portion of this water tower to enable LESSEE to erect, operate and maintain equipment for a High Speed Wireless Broadband service, consisting of but not limited to six (6) antennae, one (1) directional flat panel and two (2) directional dishes on the existing water tower, owned by the LESSOR, and the construction of appurtenances, cables and hardware, as deemed necessary by LESSEE and approved by LESSOR.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the LESSOR and LESSEE agree as follows:

LEASE AGREEMENT

1. Definitions.

Antenna Facilities: The antennae, cables, hardware and other appurtenances installed on LESSOR’S water tower. See Exhibit A.

Water Tower: Water tower site at 2100 Airport Road, Scottsbluff, Nebraska

LESSOR: City of Scottsbluff, Nebraska

LESSEE: Telecom West Inc., a Nebraska Corporation, a High Speed Wireless Broadband Provider.

2. Leased Premises. LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR a portion of the water tower, consisting of space on the water tower (“leased premises”). LESSEE intends to locate directional antennae, and sectorial antennae connecting cables and appurtenances. This LEASE is not a franchise agreement, nor is it a permit to use the LESSOR’S rights-of-way. Any such franchise or right-of-way permit must be obtained separately from LESSOR.

3. Lease Term.

a. Initial Term. The initial LEASE term (“The Initial Term”) shall commence on 09/30/2022 (“The Commencement Date”). This Initial Term shall terminate and end at 12:00 midnight, local time on 09/30/2024, provided the LEASE has not otherwise been terminated as provided herein.

b. Renewal Options. This LEASE may be renewed for an additional period after the initial term, upon written request by LESSEE and written approval by LESSOR, 30 days prior to expiration of original LEASE.

4. Termination. In addition to the termination provisions provided for in Paragraph 3, above or elsewhere herein, this LEASE may be terminated, without any penalty or further liability as follows:

a. LESSEE’S Right of Termination. Provided LESSEE is not in default hereunder, and shall have paid all rents and sums due and payable to LESSOR pursuant to the terms of this LEASE, the LESSEE shall have the right, in LESSEE’S sole discretion for any reason, to terminate this LEASE at anytime, with or without cause, upon six (6) months prior written notice from LESSEE to LESSOR.

b. LESSOR’S Right of Termination. Reciprocally, LESSOR shall have the right to terminate this LEASE at anytime, with or without cause, in LESSOR’S sole discretion, upon six (6) months prior written notice from LESSOR to LESSEE.

c. Failure of LESSEE to Secure Permits. It is understood and agreed by the parties hereto that LESSEE’s ability to use the water tower is contingent upon it obtaining all of the certificates, permits and other approvals that may be required by federal, state or local authorities which will permit LESSEE’S use of the water tower as described herein. LESSEE shall use its best efforts to obtain all of the necessary certificates, permits and approvals, which shall be obtained at LESSEE’s sole expense. In the event any such application for permit shall be finally rejected or LESSEE in its reasonable discretion believes such application approval will be too costly, time consuming or there is a reasonable likelihood that said application will be rejected, or any certificate, permit, license or approval issued to LESSEE is canceled or is withdrawn by governmental authority so that LESSEE in its sole discretion will be unable to use the water tower for the use set forth herein, LESSEE shall have the right to terminate this LEASE.

d. Optional Termination. This LEASE may be terminated (a); by LESSOR if the LESSOR decides, in its sole discretion and for any reason, to redevelop the water tower and/or discontinue use of the water tower. (b) By LESSOR if it determines, in its sole discretion and for any reason, that the water tower is

structurally unsound or otherwise not suitable for LESSEE's use, including but not limited to consideration of age of the structure, damage or destruction of all or part of the water tower from any source, or factors relating to condition of the water tower; (c) by LESSOR if it determines in its sole discretion that continued use of the water tower by LESSEE is in fact a threat to health, safety or welfare or violates applicable laws or ordinances.

e. Alteration, Damage or Destruction. If the water tower or any portion thereof are altered, destroyed or damaged so as to materially hinder effective use of the water tower, through no fault or negligence of LESSEE, LESSEE may elect to terminate this LEASE upon thirty (30) days written notice to LESSOR. In such event, LESSEE shall promptly remove its Antennae Facilities and related equipment from the water tower and shall restore the water tower to the same condition as existed prior to this LEASE. This LEASE (and LESSEE's obligation to pay rent) shall terminate upon LESSEE's fulfillment of the obligations set forth in the preceding sentence, at which termination LESSEE shall be entitled to the reimbursement of any rent prepaid by LESSEE. LESSOR shall have no obligation to repair any damage to any portion of LESSEE's equipment.

f. Other Termination. This LEASE may be terminated as otherwise provided herein.

g. Notice of Termination. Prior written notification of a parties intent to exercise its right to terminate this LEASE shall be by certified mail, return receipt requested, and shall be effective upon receipt of such notice, as evidenced by the return receipt.

h. Effect of Termination. Upon termination, this LEASE shall become null and void and the parties hereto shall have no further obligations, including the payment of rent, except as otherwise provided herein. Upon termination of this LEASE for any reason, LESSEE shall remove its Antennae Facilities and related equipment from the water tower within thirty (30) days of the date of termination, and shall repair any damage to the water tower caused by such equipment, normal wear and tear excepted; all at LESSEE's sole cost and expense. Any such property or facilities, which are not removed by the end of the LEASE term, shall become the property of LESSOR.

5. Rent. Upon the "Commencement Date," and throughout the "Initial Term" of the LEASE, the LESSEE shall pay to LESSOR, without notice to or demand from LESSOR and without any right of setoff or deduction, equal monthly rent installments of \$225.00.

6. Use of Water Tower. LESSEE is authorized by this LEASE to use the water tower solely for the installation, operation, and maintenance of 6 sectorial antennae, 1 directional flat panel and 2 directional dishes to be located at the top of the water tower. One climate controlled enclosure mounted at the base of the water tower. The LESSEE may use the water tower and the equipment it locates thereon for the transmission, reception and operation and maintenance of High Speed Wireless Broadband Service, and uses incidental thereto in accordance with the terms of this LEASE. This use shall be non-exclusive. LESSEE may not add additional equipment and/or antennas beyond that shown without the approval of the LESSOR. LESSOR reserves the right to require LESSEE to relocate its facilities to another location on the water tower. LESSEE shall complete the relocation of its facilities within thirty (30) days after written notice from LESSOR. The relocation shall be at LESSEE'S expense.

a. Required licenses and permits. LESSEE shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antenna Facilities and/or any other permitted activity on the water tower.

b. Removal of Antenna Facilities. The LESSEE shall remove all of its Antennae Facilities and other communications equipment from the water tower upon termination of the LEASE. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the water tower, including use of the water tower by LESSOR or any of LESSOR's assignees or lessees. If, however, LESSEE requests permission not to remove all or a portion of the improvements, and LESSOR consents to such non-removal, title to the affected improvements shall thereupon transfer to LESSOR and the same thereafter shall be the sole and entire property of LESSOR, and LESSEE shall be relieved of its duty to otherwise remove same. Upon removal of the improvements, LESSEE shall restore the affected area of the water tower to the reasonable satisfaction of LESSOR. All costs and expenses for the removal and restoration to be performed by LESSEE shall be borne by LESSEE, and LESSEE shall hold LESSOR harmless from any portion thereof.

7. Installation of Equipment and Leasehold Improvements. LESSEE shall have the right, at its sole cost and expense, to install, operate and maintain on the water tower, in accordance with good engineering practices and with all applicable FCC rules and regulations, its Antenna Facilities.

a. Installation according to plan. LESSEE's installation of all such Antenna Facilities shall be done according to plans approved by LESSOR. Any damage done to the water tower during installation and/or during operations shall be

immediately repaired or replaced at LESSEE's expense and to LESSOR's sole satisfaction.

8. Equipment Upgrade. LESSEE may update or replace the Antennae Facilities from time to time with the prior written approval of LESSOR, provided that the replacement facilities are not greater in number or size than the existing facilities and that any change in their location on the water tower is satisfactory to LESSOR.

9. Maintenance. LESSEE shall, at its own expense, maintain any Antenna Facilities on or attached to the water tower, in a safe condition, in good repair and in a manner suitable to LESSOR so as not to conflict with the use of the water tower or city property by LESSOR. LESSEE shall not interfere with the use of the water tower, the water tower site, related facilities or other equipment of third parties. LESSEE shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antennae facilities, and leasehold improvements, and shall keep the same in good repair and condition during the LEASE term. LESSEE shall keep the water tower free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

9.a. LESSEE will be responsible for and shall indemnify and hold harmless the LESSOR for any damage caused to LESSOR by LESSEE'S use of the water tower. In addition, LESSEE will be responsible for and pay the costs required to move or temporarily relocate the Antenna Facilities in the event the LESSOR determines to conduct maintenance or repainting of the water tower. In such an event, LESSOR agrees to give LESSEE written notice of the maintenance activity at least thirty (30) days prior to it beginning.

10. Water Tower Access. LESSEE, at all times during this LEASE, shall have vehicle ingress and egress to the water tower by means of the existing driveway to the water tower. LESSEE shall have reasonable access to the water tower over the driveway described above in order to install, operate, and maintain its Antennae Facilities. LESSOR shall be allowed and granted access to the water tower at reasonable times to examine and inspect the water tower for safety reasons or to ensure that the LESSEE's covenants are being met.

11. Utilities. LESSEE shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the water tower and shall timely pay all costs associated therewith.

12. License Fees. LESSEE shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by LESSEE's use of the water tower.

13. Compliance with Statutes, Regulations, and Approvals. LESSEE's use of the water tower is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. LESSEE shall erect, maintain and operate its Antennae Facilities in accordance with site standards, state statutes, ordinances, rules and regulations now in effect, or that thereafter may be issued by the Federal Communications Commission, or any other governing bodies.

14. Interference.

a. Interference with LESSOR'S use of water tower or other communications activity. LESSEE's installation, operation, and maintenance of its Antenna Facilities to include transmission facilities and general use of the water tower, shall not damage or interfere in any way, to include but not limited to intermodulation interference, with LESSOR's use of the water tower or related communications operations to include communications and other LESSOR activities not located on the water tower. If LESSEE'S Antenna Facilities, or any part of LESSEE'S operation, installation or maintenance causes interference, LESSEE shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated, LESSEE shall immediately cease operating its facility until the interference has been eliminated. If the interference cannot be eliminated within 30 days, LESSOR or LESSEE may terminate this LEASE without penalty or liability to the non-terminating party. LESSOR, at all times during this LEASE, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the water tower in connection with water tower operations as may be necessary, including leasing parts of the water tower to others.

b. No guarantee of noninterference. LESSOR does not guarantee to LESSEE noninterference or subsequent noninterference with LESSEE's communications operations. LESSEE'S sole remedy for interference with its operation shall be to terminate this LEASE immediately, without penalty or liability to either party. LESSEE shall have no right to enjoin such interference. In the event any other party except a governmental unit, office or agency requests a lease and/or permission to place any type of additional antenna or transmission facility on the water tower, the procedures of this paragraph shall govern to determine whether such antenna or transmission facility will interfere with LESSEE's transmission operations. If LESSOR receives any such request, LESSOR shall submit a proposal complete with all technical specifications reasonably requested by LESSEE to LESSEE for review for noninterference; however, LESSOR shall not be required to provide LESSEE with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. LESSEE shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within

said thirty (30) day period shall be deemed consent by LESSEE to the installation of antennas or transmission facilities pursuant to said proposal. If LESSEE gives notice of objection due to interference during such 30 day period and LESSEE's objections are verified by LESSOR to be valid, then LESSOR shall not proceed with such proposal unless LESSOR modifies the proposal in a manner determined, in LESSOR's reasonable judgment, to adequately reduce the interference. In that case, LESSOR may proceed with the proposal. A governmental unit may be allowed to place antennae or other communications facilities on the water tower regardless of potential or actual interference with LESSEE's use, provided however, if LESSEE's use of the water tower is materially affected, LESSEE sole remedy shall be to terminate the LEASE, without penalty or liability to either party. LESSEE shall have no right to enjoin the interference.

15. Default and LESSOR's Remedies. It shall be a default if LESSEE fails to make payment of rent as provided herein, or any other sums to LESSOR when due, and does not cure such default within ten (10) days; or if LESSEE defaults in the performance of any other covenant or condition of this LEASE and does not cure such other default within thirty (30) days after written notice from LESSOR specifying the default complained of; or if LESSEE abandons or vacates the water tower; or if LESSEE is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if LESSEE becomes insolvent or LESSOR reasonably believes itself to be insecure. In the event of a default, LESSOR shall have the right, at its option, in addition to and not exclusive of any other remedy LESSOR may have by operation of law, without any further demand or notice, to re-enter their water tower and eject all persons there from, and declare this LEASE at an end, in which event LESSEE shall immediately remove its Antennae Facilities and related equipment and property. If suit shall be brought by LESSOR for recovery of possession of the leased space on the water tower, for the recovery of any rent or any other amount due under the provisions of this LEASE, or because of the breach of any other covenant, the LESSEE shall pay to the LESSOR all expenses incurred therefore, including reasonable attorney fees.

16. Cure by LESSOR. In the event of any default of this LEASE by LESSEE, the LESSOR may at any time, after notice, cure the default for the account of and at the expense of the LESSEE. If LESSOR is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the LESSOR's rights under this LEASE, the sums so paid by LESSOR, with all interest, costs and damages shall be deemed to be additional rental and shall be due from the LESSEE to LESSOR on the first day of the month following the incurring of the respective expenses.

17. Indemnity and Insurance.

a. Disclaimer of Liability: LESSOR shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of LESSEE's construction, maintenance, repair, use, operation or condition of the water tower or LESSEE's Antennae Facilities.

b. Indemnification: LESSEE shall, at its sole cost and expense, indemnify and hold harmless LESSOR and all of LESSOR'S employees, agents, assignees and contractors (hereinafter referred to as "Indemnitees"), from and against:

1. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of or result of the negligence, willful misconduct or any act or omission of LESSEE or its personnel, employees, agents and assignees, and all of its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees; and agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with LESSEE'S construction, installation, operation, maintenance, use or condition of the water tower or LESSEE's Antennae Facilities or the LESSEE's failure to comply with any federal, state or local statute, ordinance or regulation or are claimed to arise out of or be connected with, the performance of this LEASE.

2. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to LESSEE, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the water tower or LESSEE's Antennae Facilities.

It is agreed as a specific element of consideration of this LEASE that the LESSEE'S indemnity of LESSOR shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the LESSOR or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the LESSOR'S or any third party's joint, concurring or contributory or comparative fault or negligence as either

passive or active in nature; provided, however, that the LESSEE'S obligation hereunder shall not include amounts attributable to the fault or negligence of the LESSOR. Nothing in this section shall be deemed to impose liability on the LESSEE to indemnify the LESSOR for loss when the LESSOR'S negligence or other actionable fault is the sole cause of loss. With respect to the LESSOR'S rights as set forth herein, the LESSEE expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the duty of the LESSEE to indemnify the LESSOR.

b. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, LESSEE shall, upon notice from any of the Indemnitees, at LESSEE's sole cost and expense, resist and defend the same with legal counsel mutually selected by LESSEE and LESSOR.

c. Notice, Cooperation and Expenses: LESSOR shall give LESSEE prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent LESSOR from cooperating with LESSEE and participating in the defense of any litigation by LESSOR's own counsel. LESSEE shall pay all expenses incurred by LESSOR in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the LESSOR's attorney, and the actual expenses of LESSOR's agents, employees or expert witnesses, and disbursements and liabilities assumed by LESSOR in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided LESSOR by LESSEE. If LESSEE requests LESSOR to assist it in such defense then LESSEE shall pay all expenses incurred by LESSOR in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the LESSOR's attorney, and the actual expenses of LESSOR's agents, employees or expert witnesses, and disbursements and liabilities assumed by LESSOR in connection with such suits, actions or proceedings.

d. Assumption of Risk: LESSEE undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "LESSEE" for the purpose of this section), all risk of dangerous conditions, if any, on or about the water tower, and LESSEE hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of the LESSEE's installation, operation,

maintenance, condition or use of the water tower or LESSEE's Antennae Facilities or LESSEE's failure to comply with any federal, state or local statute, ordinance or regulation

f. Insurance: During the term of the LEASE, LESSEE shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance, and will include the LESSOR as an additional insured on the policy: Also, the policy cannot be cancelled until after reasonable 30 days notice prior to cancellation is given to LESSOR:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

ii. Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

iii. Automobile liability insurance covering all owned, hired, and nonowned vehicles in use by LESSEE, its employees and agents, with personal protection insurance and property protection insurance.

g. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Nebraska or surplus line carriers on the State of Nebraska Insurance Commissioner's approved list of companies qualified to do business in the State. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company.

h. Contractors: LESSEE shall require that each and every one of its contractors and their subcontractors who perform work on the water tower to carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverage of the type which LESSEE is required to obtain under the terms of this paragraph with appropriate limits of insurance.

i. Review of Limits: Once during each calendar year during the term of this LEASE, LESSOR may review the insurance coverage to be carried by LESSEE. If LESSOR determines that higher limits of coverage are necessary to protect the interests of LESSOR or the Additional Insured's, LESSEE shall be so notified and

shall obtain the additional limits of insurance, at its sole cost and expense. LESSEE shall furnish LESSOR a certificate of insurance, indicating all coverage, at signing of this LEASE.

18. Hazardous Substance Indemnification. LESSEE represents and warrants that its use of the water tower will not generate any hazardous substance, and it will not store, dispose nor transport any hazardous substance to or over the water tower. LESSEE further agrees to hold LESSOR harmless from and indemnify LESSOR against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of LESSOR, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

19. Acceptance of Leased Premises. By taking possession of the leased premises, LESSEE accepts the water tower in the condition existing as of the Commencement Date. LESSOR makes no representation or warranty with respect to the condition of the water tower and LESSOR shall not be liable for any latent or patent defect in the water tower.

20. Assignment. LESSEE may not assign this LEASE or sublet the leased premises without the prior written consent of LESSOR. Nothing in this LEASE shall preclude LESSOR from leasing other space for communications equipment to any person or entity, which may be in competition with LESSEE, or any other party.

21. Successors and Assigns. This LEASE shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

22. Non-Waiver. Failure of LESSOR to insist on strict performance of any of the conditions, covenants, terms or provisions of this LEASE or to exercise any of its rights hereunder shall not waive such rights, but LESSOR shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by LESSEE to LESSOR after a breach of this LEASE shall not be deemed a waiver of such breach unless expressly set forth in writing.

23. Miscellaneous.

a. LESSOR and LESSEE represent that each, respectively, has full right, power, and authority to execute this LEASE.

b. This LEASE constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this LEASE must be in writing and executed by both parties.

c. This LEASE shall be construed in accordance with the laws of the State of Nebraska.

d. If any term of this LEASE is found to be void or invalid, such invalidity shall not affect the remaining terms of this LEASE, which shall continue in full force and effect.

This LEASE was executed as of the date first set forth above.

LESSOR:

City of Scottsbluff

By: _____

LESSEE:

Telecom West Inc.

By: *Sherrie Listrity*
9/6/2022

Scottsbluff Airport Water Tower

North

2.4 ghz Sector

5.8 ghz Sector

5.8 ghz Sector

Directional Dish

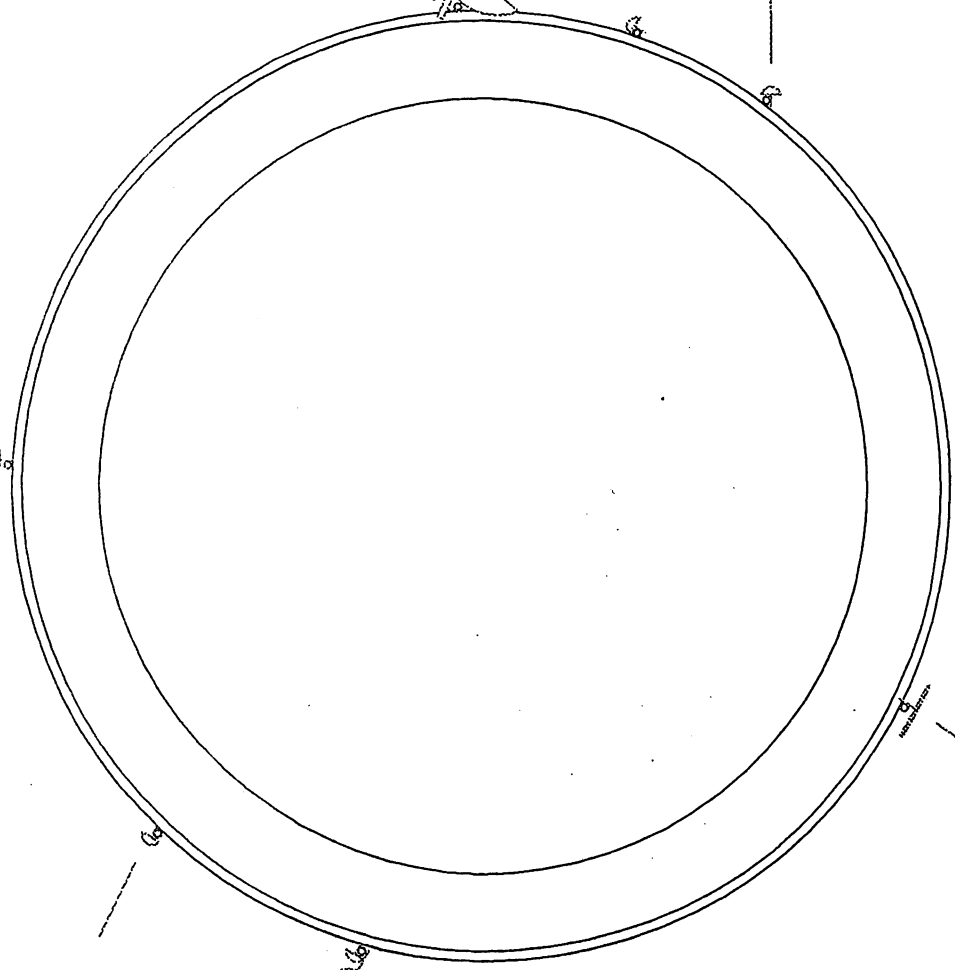
5.8 ghz Sector

Directional dish

5.8 ghz Sector

5.4 ghz Sector

Directional Flat Panel



LEASE AGREEMENT

THIS LEASE entered into as of this 30th day of September, 2022, by and between the City of Scottsbluff, a Nebraska Municipal Corporation, hereinafter referred to as “LESSOR.” and Telecom West Inc., a Nebraska Corporation hereinafter referred to as “LESSEE.”

WHEREAS, LESSOR is the owner of a water tower (“water tower”), on a site located at 513 E 42nd St., City of Scottsbluff, State of Nebraska, and

WHEREAS, LESSEE desires to lease from LESSOR a portion of this water tower to enable LESSEE to erect, operate and maintain equipment for a High Speed Wireless Broadband service, consisting of but not limited to six (6) antennae and one (1) directional dish on the existing water tower, owned by the LESSOR, and the construction of appurtenances, cables and hardware, as deemed necessary by LESSEE and approved by LESSOR.

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the LESSOR and LESSEE agree as follows:

LEASE AGREEMENT

1. Definitions.

Antenna Facilities: The antennae, cables, hardware and other appurtenances installed on LESSOR’S water tower. See Exhibit A.

Water Tower: Water tower site at 513 E. 42nd St., Scottsbluff, Nebraska

LESSOR: City of Scottsbluff, Nebraska

LESSEE: Telecom West Inc., a Nebraska Corporation, a High Speed Wireless Broadband Provider.

2. Leased Premises. LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR a portion of the water tower, consisting of space on the water tower (“leased premises”). LESSEE intends to locate directional antennae, and sectorial antennae connecting cables and appurtenances. This LEASE is not a franchise agreement, nor is it a permit to use the LESSOR’S rights-of-way. Any such franchise or right-of-way permit must be obtained separately from LESSOR.

3. Lease Term.

a. Initial Term. The initial LEASE term (“The Initial Term”) shall commence on 09/30/2022 (“The Commencement Date”). This Initial Term shall terminate and end at 12:00 midnight, local time on 09/30/2024, provided the LEASE has not otherwise been terminated as provided herein.

b. Renewal Options. This LEASE may be renewed for an additional period after the initial term, upon written request by LESSEE and written approval by LESSOR, 30 days prior to expiration of original LEASE.

4. Termination. In addition to the termination provisions provided for in Paragraph 3, above or elsewhere herein, this LEASE may be terminated, without any penalty or further liability as follows:

a. LESSEE’S Right of Termination. Provided LESSEE is not in default hereunder, and shall have paid all rents and sums due and payable to LESSOR pursuant to the terms of this LEASE, the LESSEE shall have the right, in LESSEE’S sole discretion for any reason, to terminate this LEASE at anytime, with or without cause, upon six (6) months prior written notice from LESSEE to LESSOR.

b. LESSOR’S Right of Termination. Reciprocally, LESSOR shall have the right to terminate this LEASE at anytime, with or without cause, in LESSOR’S sole discretion, upon six (6) months prior written notice from LESSOR to LESSEE.

c. Failure of LESSEE to Secure Permits. It is understood and agreed by the parties hereto that LESSEE’s ability to use the water tower is contingent upon it obtaining all of the certificates, permits and other approvals that may be required by federal, state or local authorities which will permit LESSEE’S use of the water tower as described herein. LESSEE shall use its best efforts to obtain all of the necessary certificates, permits and approvals, which shall be obtained at LESSEE’s sole expense. In the event any such application for permit shall be finally rejected or LESSEE in its reasonable discretion believes such application approval will be too costly, time consuming or there is a reasonable likelihood that said application will be rejected, or any certificate, permit, license or approval issued to LESSEE is canceled or is withdrawn by governmental authority so that LESSEE in its sole discretion will be unable to use the water tower for the use set forth herein, LESSEE shall have the right to terminate this LEASE.

d. Optional Termination. This LEASE may be terminated (a); by LESSOR if the LESSOR decides, in its sole discretion and for any reason, to redevelop the water tower and/or discontinue use of the water tower. (b) By LESSOR if it determines, in its sole discretion and for any reason, that the water tower is

structurally unsound or otherwise not suitable for LESSEE's use, including but not limited to consideration of age of the structure, damage or destruction of all or part of the water tower from any source, or factors relating to condition of the water tower; (c) by LESSOR if it determines in its sole discretion that continued use of the water tower by LESSEE is in fact a threat to health, safety or welfare or violates applicable laws or ordinances.

e. Alteration, Damage or Destruction. If the water tower or any portion thereof are altered, destroyed or damaged so as to materially hinder effective use of the water tower, through no fault or negligence of LESSEE, LESSEE may elect to terminate this LEASE upon thirty (30) days written notice to LESSOR. In such event, LESSEE shall promptly remove its Antennae Facilities and related equipment from the water tower and shall restore the water tower to the same condition as existed prior to this LEASE. This LEASE (and LESSEE's obligation to pay rent) shall terminate upon LESSEE's fulfillment of the obligations set forth in the preceding sentence, at which termination LESSEE shall be entitled to the reimbursement of any rent prepaid by LESSEE. LESSOR shall have no obligation to repair any damage to any portion of LESSEE's equipment.

f. Other Termination. This LEASE may be terminated as otherwise provided herein.

g. Notice of Termination. Prior written notification of a parties intent to exercise its right to terminate this LEASE shall be by certified mail, return receipt requested, and shall be effective upon receipt of such notice, as evidenced by the return receipt.

h. Effect of Termination. Upon termination, this LEASE shall become null and void and the parties hereto shall have no further obligations, including the payment of rent, except as otherwise provided herein. Upon termination of this LEASE for any reason, LESSEE shall remove its Antennae Facilities and related equipment from the water tower within thirty (30) days of the date of termination, and shall repair any damage to the water tower caused by such equipment, normal wear and tear excepted; all at LESSEE's sole cost and expense. Any such property or facilities, which are not removed by the end of the LEASE term, shall become the property of LESSOR.

5. Rent. Upon the "Commencement Date," and throughout the "Initial Term" of the LEASE, the LESSEE shall pay to LESSOR, without notice to or demand from LESSOR and without any right of setoff or deduction, equal monthly rent installments of \$150.00, and wireless internet service to The Cemetery Administration Building, located at 4009 5th Ave., Equivalent to \$75.00 per month. Provided the LEASE is not otherwise terminated.

6. Use of Water Tower. LESSEE is authorized by this LEASE to use the water tower solely for the installation, operation, and maintenance of 6 sectorial antennae, and 1 directional dish to be located at the top of the water tower. One climate controlled enclosure mounted at the base of the water tower. The LESSEE may use the water tower and the equipment it locates thereon for the transmission, reception and operation and maintenance of High Speed Wireless Broadband Service, and uses incidental thereto in accordance with the terms of this LEASE. This use shall be non-exclusive. LESSEE may not add additional equipment and/or antennas beyond that shown without the approval of the LESSOR. LESSOR reserves the right to require LESSEE to relocate its facilities to another location on the water tower. LESSEE shall complete the relocation of its facilities within thirty (30) days after written notice from LESSOR. The relocation shall be at LESSEE'S expense.

a. Required licenses and permits. LESSEE shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antenna Facilities and/or any other permitted activity on the water tower.

b. Removal of Antenna Facilities. The LESSEE shall remove all of its Antennae Facilities and other communications equipment from the water tower upon termination of the LEASE. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the water tower, including use of the water tower by LESSOR or any of LESSOR's assignees or lessees. If, however, LESSEE requests permission not to remove all or a portion of the improvements, and LESSOR consents to such non-removal, title to the affected improvements shall thereupon transfer to LESSOR and the same thereafter shall be the sole and entire property of LESSOR, and LESSEE shall be relieved of its duty to otherwise remove same. Upon removal of the improvements, LESSEE shall restore the affected area of the water tower to the reasonable satisfaction of LESSOR. All costs and expenses for the removal and restoration to be performed by LESSEE shall be borne by LESSEE, and LESSEE shall hold LESSOR harmless from any portion thereof.

7. Installation of Equipment and Leasehold Improvements. LESSEE shall have the right, at its sole cost and expense, to install, operate and maintain on the water tower, in accordance with good engineering practices and with all applicable FCC rules and regulations, its Antenna Facilities.

a. Installation according to plan. LESSEE's installation of all such Antenna Facilities shall be done according to plans approved by LESSOR. Any damage done to the water tower during installation and/or during operations shall be

immediately repaired or replaced at LESSEE's expense and to LESSOR's sole satisfaction.

8. Equipment Upgrade. LESSEE may update or replace the Antennae Facilities from time to time with the prior written approval of LESSOR, provided that the replacement facilities are not greater in number or size than the existing facilities and that any change in their location on the water tower is satisfactory to LESSOR.

9. Maintenance. LESSEE shall, at its own expense, maintain any Antenna Facilities on or attached to the water tower, in a safe condition, in good repair and in a manner suitable to LESSOR so as not to conflict with the use of the water tower or city property by LESSOR. LESSEE shall not interfere with the use of the water tower, the water tower site, related facilities or other equipment of third parties. LESSEE shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antennae facilities, and leasehold improvements, and shall keep the same in good repair and condition during the LEASE term. LESSEE shall keep the water tower free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

9.a. LESSEE will be responsible for and shall indemnify and hold harmless the LESSOR for any damage caused to LESSOR by LESSEE'S use of the water tower. In addition, LESSEE will be responsible for and pay the costs required to move or temporarily relocate the Antenna Facilities in the event the LESSOR determines to conduct maintenance or repainting of the water tower. In such an event, LESSOR agrees to give LESSEE written notice of the maintenance activity at least thirty (30) days prior to it beginning.

10. Water Tower Access. LESSEE, at all times during this LEASE, shall have vehicle ingress and egress to the water tower by means of the existing driveway to the water tower. LESSEE shall have reasonable access to the water tower over the driveway described above in order to install, operate, and maintain its Antennae Facilities. LESSOR shall be allowed and granted access to the water tower at reasonable times to examine and inspect the water tower for safety reasons or to ensure that the LESSEE's covenants are being met.

11. Utilities. LESSEE shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the water tower and shall timely pay all costs associated therewith.

12. License Fees. LESSEE shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by LESSEE's use of the water tower.

13. Compliance with Statutes, Regulations, and Approvals. LESSEE's use of the water tower is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. LESSEE shall erect, maintain and operate its Antennae Facilities in accordance with site standards, state statutes, ordinances, rules and regulations now in effect, or that thereafter may be issued by the Federal Communications Commission, or any other governing bodies.

14. Interference.

a. Interference with LESSOR'S use of water tower or other communications activity. LESSEE's installation, operation, and maintenance of its Antenna Facilities to include transmission facilities and general use of the water tower, shall not damage or interfere in any way, to include but not limited to intermodulation interference, with LESSOR's use of the water tower or related communications operations to include communications and other LESSOR activities not located on the water tower. If LESSEE'S Antenna Facilities, or any part of LESSEE'S operation, installation or maintenance causes interference, LESSEE shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated, LESSEE shall immediately cease operating its facility until the interference has been eliminated. If the interference cannot be eliminated within 30 days, LESSOR or LESSEE may terminate this LEASE without penalty or liability to the non-terminating party. LESSOR, at all times during this LEASE, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the water tower in connection with water tower operations as may be necessary, including leasing parts of the water tower to others.

b. No guarantee of noninterference. LESSOR does not guarantee to LESSEE noninterference or subsequent noninterference with LESSEE's communications operations. LESSEE'S sole remedy for interference with its operation shall be to terminate this LEASE immediately, without penalty or liability to either party. LESSEE shall have no right to enjoin such interference. In the event any other party except a governmental unit, office or agency requests a lease and/or permission to place any type of additional antenna or transmission facility on the water tower, the procedures of this paragraph shall govern to determine whether such antenna or transmission facility will interfere with LESSEE's transmission operations. If LESSOR receives any such request, LESSOR shall submit a proposal complete with all technical specifications reasonably requested by LESSEE to LESSEE for review for noninterference; however, LESSOR shall not be required to provide LESSEE with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. LESSEE shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within

said thirty (30) day period shall be deemed consent by LESSEE to the installation of antennas or transmission facilities pursuant to said proposal. If LESSEE gives notice of objection due to interference during such 30 day period and LESSEE's objections are verified by LESSOR to be valid, then LESSOR shall not proceed with such proposal unless LESSOR modifies the proposal in a manner determined, in LESSOR's reasonable judgment, to adequately reduce the interference. In that case, LESSOR may proceed with the proposal. A governmental unit may be allowed to place antennae or other communications facilities on the water tower regardless of potential or actual interference with LESSEE's use, provided however, if LESSEE's use of the water tower is materially affected, LESSEE sole remedy shall be to terminate the LEASE, without penalty or liability to either party. LESSEE shall have no right to enjoin the interference.

15. Default and LESSOR's Remedies. It shall be a default if LESSEE fails to make payment of rent as provided herein, or any other sums to LESSOR when due, and does not cure such default within ten (10) days; or if LESSEE defaults in the performance of any other covenant or condition of this LEASE and does not cure such other default within thirty (30) days after written notice from LESSOR specifying the default complained of; or if LESSEE abandons or vacates the water tower; or if LESSEE is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if LESSEE becomes insolvent or LESSOR reasonably believes itself to be insecure. In the event of a default, LESSOR shall have the right, at its option, in addition to and not exclusive of any other remedy LESSOR may have by operation of law, without any further demand or notice, to re-enter their water tower and eject all persons there from, and declare this LEASE at an end, in which event LESSEE shall immediately remove its Antennae Facilities and related equipment and property. If suit shall be brought by LESSOR for recovery of possession of the leased space on the water tower, for the recovery of any rent or any other amount due under the provisions of this LEASE, or because of the breach of any other covenant, the LESSEE shall pay to the LESSOR all expenses incurred therefore, including reasonable attorney fees.

16. Cure by LESSOR. In the event of any default of this LEASE by LESSEE, the LESSOR may at any time, after notice, cure the default for the account of and at the expense of the LESSEE. If LESSOR is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the LESSOR's rights under this LEASE, the sums so paid by LESSOR, with all interest, costs and damages shall be deemed to be additional rental and shall be due from the LESSEE to LESSOR on the first day of the month following the incurring of the respective expenses.

17. Indemnity and Insurance.

a. Disclaimer of Liability: LESSOR shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of LESSEE's construction, maintenance, repair, use, operation or condition of the water tower or LESSEE's Antennae Facilities.

b. Indemnification: LESSEE shall, at its sole cost and expense, indemnify and hold harmless LESSOR and all of LESSOR'S employees, agents, assignees and contractors (hereinafter referred to as "Indemnitees"), from and against:

1. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of or result of the negligence, willful misconduct or any act or omission of LESSEE or its personnel, employees, agents and assignees, and all of its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees; and agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with LESSEE'S construction, installation, operation, maintenance, use or condition of the water tower or LESSEE's Antennae Facilities or the LESSEE's failure to comply with any federal, state or local statute, ordinance or regulation or are claimed to arise out of or be connected with, the performance of this LEASE.

2. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to LESSEE, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the water tower or LESSEE's Antennae Facilities.

It is agreed as a specific element of consideration of this LEASE that the LESSEE'S indemnity of LESSOR shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the LESSOR or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the LESSOR'S or any third party's joint, concurring or contributory or comparative fault or negligence as either

passive or active in nature; provided, however, that the LESSEE'S obligation hereunder shall not include amounts attributable to the fault or negligence of the LESSOR. Nothing in this section shall be deemed to impose liability on the LESSEE to indemnify the LESSOR for loss when the LESSOR'S negligence or other actionable fault is the sole cause of loss. With respect to the LESSOR'S rights as set forth herein, the LESSEE expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the duty of the LESSEE to indemnify the LESSOR.

b. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, LESSEE shall, upon notice from any of the Indemnitees, at LESSEE's sole cost and expense, resist and defend the same with legal counsel mutually selected by LESSEE and LESSOR.

c. Notice, Cooperation and Expenses: LESSOR shall give LESSEE prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent LESSOR from cooperating with LESSEE and participating in the defense of any litigation by LESSOR's own counsel. LESSEE shall pay all expenses incurred by LESSOR in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the LESSOR's attorney, and the actual expenses of LESSOR's agents, employees or expert witnesses, and disbursements and liabilities assumed by LESSOR in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided LESSOR by LESSEE. If LESSEE requests LESSOR to assist it in such defense then LESSEE shall pay all expenses incurred by LESSOR in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the LESSOR's attorney, and the actual expenses of LESSOR's agents, employees or expert witnesses, and disbursements and liabilities assumed by LESSOR in connection with such suits, actions or proceedings.

d. Assumption of Risk: LESSEE undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "LESSEE" for the purpose of this section), all risk of dangerous conditions, if any, on or about the water tower, and LESSEE hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of the LESSEE's installation, operation,

maintenance, condition or use of the water tower or LESSEE's Antennae Facilities or LESSEE's failure to comply with any federal, state or local statute, ordinance or regulation

f. Insurance: During the term of the LEASE, LESSEE shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance, and will include the LESSOR as an additional insured on the policy: Also, the policy cannot be cancelled until after reasonable 30 days notice prior to cancellation is given to LESSOR:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

ii. Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

iii. Automobile liability insurance covering all owned, hired, and nonowned vehicles in use by LESSEE, its employees and agents, with personal protection insurance and property protection insurance.

g. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Nebraska or surplus line carriers on the State of Nebraska Insurance Commissioner's approved list of companies qualified to do business in the State. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company.

h. Contractors: LESSEE shall require that each and every one of its contractors and their subcontractors who perform work on the water tower to carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverage of the type which LESSEE is required to obtain under the terms of this paragraph with appropriate limits of insurance.

i. Review of Limits: Once during each calendar year during the term of this LEASE, LESSOR may review the insurance coverage to be carried by LESSEE. If LESSOR determines that higher limits of coverage are necessary to protect the interests of LESSOR or the Additional Insured's, LESSEE shall be so notified and

shall obtain the additional limits of insurance, at its sole cost and expense. LESSEE shall furnish LESSOR a certificate of insurance, indicating all coverage, at signing of this LEASE.

18. Hazardous Substance Indemnification. LESSEE represents and warrants that its use of the water tower will not generate any hazardous substance, and it will not store, dispose nor transport any hazardous substance to or over the water tower. LESSEE further agrees to hold LESSOR harmless from and indemnify LESSOR against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of LESSOR, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

19. Acceptance of Leased Premises. By taking possession of the leased premises, LESSEE accepts the water tower in the condition existing as of the Commencement Date. LESSOR makes no representation or warranty with respect to the condition of the water tower and LESSOR shall not be liable for any latent or patent defect in the water tower.

20. Assignment. LESSEE may not assign this LEASE or sublet the leased premises without the prior written consent of LESSOR. Nothing in this LEASE shall preclude LESSOR from leasing other space for communications equipment to any person or entity, which may be in competition with LESSEE, or any other party.

21. Successors and Assigns. This LEASE shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

22. Non-Waiver. Failure of LESSOR to insist on strict performance of any of the conditions, covenants, terms or provisions of this LEASE or to exercise any of its rights hereunder shall not waive such rights, but LESSOR shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by LESSEE to LESSOR after a breach of this LEASE shall not be deemed a waiver of such breach unless expressly set forth in writing.

23. Miscellaneous.

a. LESSOR and LESSEE represent that each, respectively, has full right, power, and authority to execute this LEASE.

b. This LEASE constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this LEASE must be in writing and executed by both parties.

c. This LEASE shall be construed in accordance with the laws of the State of Nebraska.

d. If any term of this LEASE is found to be void or invalid, such invalidity shall not affect the remaining terms of this LEASE, which shall continue in full force and effect.

This LEASE was executed as of the date first set forth above.

LESSOR:

City of Scottsbluff

By: _____

LESSEE:

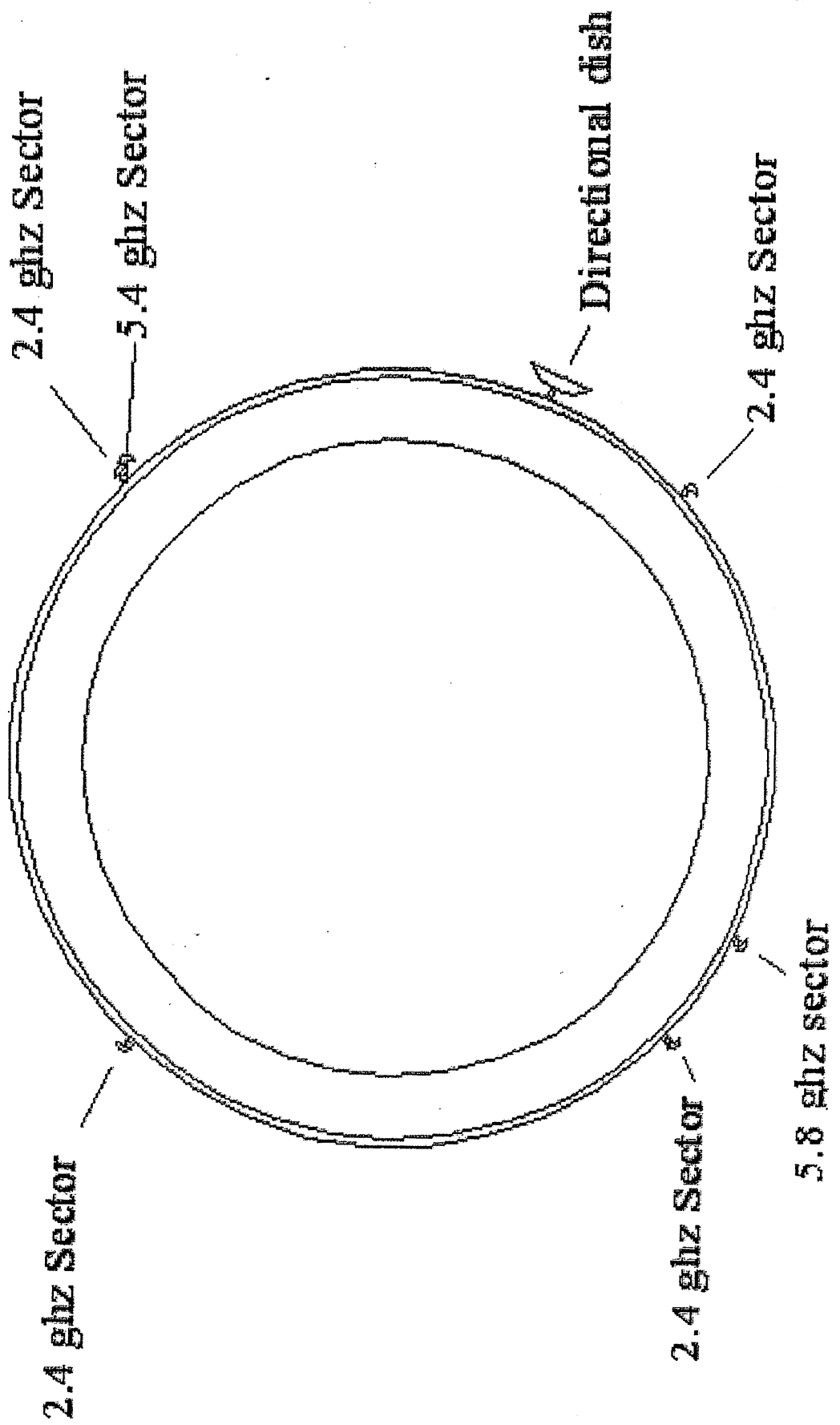
Telecom West Inc.

By: *Sherril Leistritz*
9/16/22

Scottsbluff Cemetary Water Tower

North

EXHIBIT A



City of Scottsbluff, Nebraska

Monday, September 19, 2022

Regular Meeting

Item Reports2

Council to discuss and consider whether to interview any applicants for City Manager and if so schedule a Special Meeting to do so.

Staff Contact: City Council