



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

Regular Meeting
September 5, 2023
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 August 21, 2023 Regular Meeting.
 - b) Council to set a public hearing for September 18, 2023 at 6:00 p.m. to receive information about making a recommendation to the Nebraska Liquor Commission regarding a Class C Liquor License for A & C Wild Horse, LLC d/b/a Wild Horse Saloon, 1702 17th Ave., Scottsbluff, NE 69361.
 - c) Council to set a public hearing for September 18, 2023 at 6:00 p.m. to receive a report from the LB840 Citizen Review Committee.
 - d) Council to acknowledge receipt of and take no action on a liability claim from Ralph Paez for property located at 1605 Ave. A, Scottsbluff, NE. The claim

will be forwarded to the City's insurance carrier.

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

10. **Petitions, Communications, Public Input:**

- a) Council to recognize outgoing Finance Director Elizabeth Loutzenhiser for her years of service to the City of Scottsbluff.

11. **Reports from Staff, Boards & Commissions:**

- a) Council to discuss and consider action on the contract with Scottsbluff Firefighters Local #1454 and authorize the Mayor to sign the Contract.
- b) Council to discuss and consider action on the Attachment Article VIII wages with Scottsbluff Firefighters Local #1454 for fiscal year 2023-2024 and authorize the Mayor to sign the Attachment.
- c) Council to discuss and consider action on the amended Contract Article XXI wages with Scottsbluff Police Officer's Association for fiscal year 2023-2024 and authorize the Mayor to sign the Contract.
- d) Council to discuss and consider action on the Amendment to Local Union #1597 International Brotherhood of Electrical Workers Union (IBEW), Schedule A wages for fiscal year 2023-2024, and authorize the Mayor to sign the Amendment.

12. **Resolution & Ordinances:**

- a) Council to consider action on the second reading of the Ordinance that will amend Chapter 23, Articles 1 & 2 dealing with water service repairs and other billable charges in connection with the repair and maintenance of the water system.
- b) Council to consider action on the second reading of the Ordinance authorizing the issuance of General Obligation Highway Allocation Fund Pledge Bonds, Series 2023, for improvements to streets of the City.
- c) Council to consider action on the first reading of the Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2023-2024.
- d) Council to consider action on the first reading of the Ordinance allowing for exceeding the allowable growth and basic allowable growth limits for the 2023-2024 FY by one percent of budgeted restricted funds and correcting the adopted budget statement and accompanying forms.
- e) Council to consider action on the first reading of the Ordinance updating utility user fees, including water and sewer fees, solid waste collection, surcharge for stormwater and amending the sewer averaging process.
- f) Council to discuss and consider action on the 2023-2024 Pay Resolution and authorize the Mayor to sign the Resolution.

13. **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.

14. **Adjournment.**

City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

Regular Meeting

Item Closed1

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

Staff Contact:

City of Scottsbluff, Nebraska
Tuesday, September 5, 2023
Regular Meeting

Item Youth Cou 1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

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

Tuesday, September 5, 2023

Regular Meeting

Item Consent1

Council to approve the minutes of the August 21, 2023 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on August 21, 2023 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on August 17, 2023, 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 station NBC Nebraska and the Star Herald. The notice was also available on the city's website on August 17, 2023. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The meeting was called to order and The Pledge of Allegiance was recited. Mayor McKerrigan welcomed everyone 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, Matt Salomon, Angela Scanlan, and Betsy Vidlak. Also present were City Manager Kevin Spencer and City Attorney Kent Hadenfeldt. Absent: None.

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

Moved by Council Member Salomon, seconded by Council Member Scanlan that,

- a) The minutes of the August 7, 2023 Regular Meeting be approved,
- b) Council Member Salomon's absence from the August 7, 2023 Regular Meeting be excused,
- c) A public hearing be set for September 5, 2023 at 12:00 p.m. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the FY 2023-2024 budget,
- d) The following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated August 21, 2023 as on file with the City Clerk and submitted to the City Council. "YEAS," Colwell, Salomon, Vidlak, Scanlan and McKerrigan. "NAYS," None. Absent: None.

CLAIMS

4IMPRINT INC ,PRGRMG., 706.34; ACCELERATED RECEIVABLES SOLUTIONS ,WAGE ATTACHMENT,324.76; ADVANCE AUTO PARTS,VEHICLE MAINTENANCE-SAN,238.84; ASSOCIATED SUPPLY CO, INC,DEPARTMENT SUPPLIES-REC,1936.13;AUTOZONE STORES, INC,EQUIP MAINT PARK,68.97;BLUFFS FACILITY SOLUTIONS,JAN. SUP.,243;CAPITAL BUSINESS SYSTEMS INC.,CONTRACTUAL-PD,113.85;CARLSON, DEBRA,BIS. TRVL.,-80; CASH WA DISTRIBUTING,CONCESSIONS SUPPLIES-REC,902.5;CELLCO PARTNERSHIP,IPADS, TABLETS, CELL PHONE, GRID SMART FOR TRANS,1152.37; CITY OF GERING,DISPOSAL FEES-SAN,44641.38;COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,SUPPLEMENTAL INS, 22.75; COMPUTER CONNECTION INC, CONTRACTUAL PD, 44; CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF-PD,152.75;CONTRACTORS MATERIALS

INC.,SUPP - WOOD STAKES, PAINT MARKER,208.74;CORE & MAIN LP,METERS,5386.74; CREDIT BUREAU OF COUNCIL BLUFFS,FEE & EMPL.SCREEN - JULY 2023,88.25;CRESCENT ELECT. SUPPLY COMP INC,BLDG MAINT PARK,943.87;CROELL INC,CONCRETE FOR STREET REPAIR,1315.25;EAKES INC,DEPT SUPP ADM,1224.34;EJS SUPPLY LLC,DEPARTMENT SUPPLIES-SAN,4800;ENERGY LABORATORIES, INC DEPT 6250,SAMPLES,432;ESSENTIAL FUEL LLC STORE #003,VEH MAINT-PD,398; FASTENAL COMPANY,DEPARTMENT SUPPLIES-SAN,24.86;FAT BOYS TIRE AND AUTO,VEHICLE MAINT,18.08;FEDERAL EXPRESS CORPORATION,POSTAGE,76.53;FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,440;FYR-TEK INC,BREATHING AIR COMPRESSOR SERVICE,784.48;GENERAL TRAFFIC CONTROLS,INC,PED PUSHBUTTON ASSY & FLASHERS,1145;GONZALEZ EDDY,CONSULTING-PD,25;GRAY TELEVISION GROUP INC,STORMWATER PSA - TELEVISION,2095; HAWKINS, INC., CHEMICALS, 4029.68; HD SUPPLY INC, DEPT SUP, 699.59; HONEYWAGON EXPRESS, CONTRACTUAL,450;HYDRONIC WATER MANAGEMENT,BLDG. MAIN.,450;IDEAL LAUNDRY AND CLEANERS, INC.,JAN. SUP.,867.31;INGRAM LIBRARY SERVICES INC,COLL.,760.24; INTERNAL REVENUE SERVICE,WITHHOLDINGS,71742.06;INTERSTATE INDUSTRIAL SERVICE,CONTRACTUAL SVC,142.72;INTRALINKS, INC,CONTR.SERVICES - JULY 2023,6317; KNOW HOW LLC,OIL DRY,1615.22;KRIZ DAVIS,CONDUIT & PVC PIPE FOR 42ND STREET LIGHTS,1652.92;LEAGUE OF NEBRASKA MUNICIPALITIES,MEMBERSHIP DUES (9/1/23 - 8/31/24),48893; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100; LIFELOCK MEDICAL SUPPLY LLC,PHYSIO CONTROL LIFEPAK CR PLUS AED,795;LONGORIA SAMANTHA,BIS. TRVL.,80;M.C. SCHAFF & ASSOCIATES, INC,ENGINEERING,12800; MATHESON TRI-GAS INC,RENT - MACHINES,121.17; MATTHEW M. HUTT,PRE.EMPLOY.EVAL - RYLIE MASON,450; MAXWELL PRODUCTS, INC,I LOAD JOINT FILLER - 45,538 LBS.,29422.8; McCARTNEY ERIN CHAPER 13 TRUSTEE,WAGE ATTACHMENT,58; MENARDS, INC,DEPARTMENT SUPPLIES-REC,423.69;MICHAEL BEEBE,SERVICE CALL - CITY HALL AC,95;MIDWEST CONNECT, LLC,UTIL BILLING PROCESSING,4624.95;MOTOROLA SOLUTIONS, INC,CIP-PATROL CARS,140;MUNIMETRIX SYSTEMS CORP,IMAGESILO - JULY 2023,39.99;NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1500.1; NE DEPT OF REVENUE,LODGING TAX,486.79;NE LAW ENFORCEMENT TRAINING CENTER,SCHOOLS & CONF-PD,284; NEBRASKA INTERACTIVE, LLC,DRIVERS LIC. REQ. - JULY 2023,7.5; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,42761.55; NEBRASKA RURAL RADIO ASSOCIATION,STORMWATER RADIO SPOTS - JULY 2023,500;NEMNICH AUTOMOTIVE,VEH MAINT-PD,1085.12;NEW YORK TIMES,SBSCR.,624; NORTHERN SAFETY COMPANY, INC.,DEPT SUP,40.42; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GRUND MAINT PARK,611.84;ONE CALL CONCEPTS, INC,CONTRACTUAL,103.28;PANHANDLE AUTOMOTIVE GROUP LLC,EQUIP MAINT CEM,180.08;PANHANDLE COOPERATIVE ASSOCIATION,FUEL,5290.24; PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,332;PEPSI COLA OF WESTERN NEBRASKA, LLC,CONCESSIONS SUPPLIES-REC,52.48; PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,13860.87;POMPS TIRE SERVICE INC,DEPARTMENT SUPPLIES-SAN,5848.5;PRO OVERHEAD DOOR,BLDG MAINT PARK,115; QUADIANT INC,POSTAGE,1000;QUADIANT LEASING USA INC,RENT-MACH-PD,423.38; QUICK CARE MEDICAL SERVICES,NEW HIRE PHYSICAL - MUNOZ,125; QUILL CORPORATION,DEPT SUPPL-PD,521.4;REAMS SPRINKLER SUPPLY CO.,DEPT SUPP CEM,110.28;RECREATION SUPPLYCO.,INC.,DEPARTMENTSUPPLIES-REC,826.69;REGIONAL CARE INC,CLAIMS,28544.63; REGISTER OF DEEDS,LEGAL,90;REZPLOT SYSTEM LLC,CONTRACTUAL PARK,583; ROBERT EFORDJ R ,EQUIPMENT, 11456.08; ROBERTA J BOYD, DEP. SUP., 19.99; RUSSEL'S AUTOMOTIVE, VEH MAINT-PD,58.85;S M E C,SMEC,96.15;SAFELITE FULFILLMENT, INC,VEH

MAINT ADM,329.49;SANDBERG IMPLEMENT, INC,DEPT SUP,300.19;SANDRY FIRE SUPPLY,SELF-CONTAINED BREATHING APPARATUS PROJECT,160128;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,260;SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,413.85;SCOTTS BLUFF COUNTY,2022 VALLEY AMBULANCE INTERLOCAL AGREEMENT,21128.88;SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,858; SHAGGY BUFFALO CARWASH LLC,VEHICLE MAINT,20; SHERIFF'S OFFICE,LEGAL FEES-PD,146.52;SHERWIN WILLIAMS,3' X 24" THERMOPLASTIC,3424.48;SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL,12408.29;SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,6059;SNELL SERVICES INC.,BLDG. MAIN.,1830;SOUNDSLEEPER SECURITY INC.,CONTRACTUAL-PD,14.95;THE PEAVEY CORP,INVEST SUPPL-PD,483.2;UNION BANK & TRUST,RETIREMENT,41187;VAN PELT FENCING CO, INC,GROUND MAINT PARK,40; VERIZON CONNECT FLEET USA LLC,GPS SERVICE FOR TRANS.,179.9;WESTERN COOPERATIVE COMPANY,DEPT SUPP CEM,703.1;WESTERN COOPERATIVE COMPANY,GROUND MAINT PARK,1170.77; WESTERN NEBRASKA HUMAN RESOURCE MANAGEMENT,2023 MEMBERSHIP - CAMI KITE,30;WESTERN PATHOLOGY CONSULTANTS, INC,DOT TESTING - JULY 2023,114;WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08;WYOMING FIRST AID & SAFETY SUPPLY, LLC,DEPT SUPP PARK,14.5;YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,58;REFUNDS; MICHAEL BRAVO, 13.03; HARRISON BOATENG, 33.73; JOHN BLOMSTEDT, 3.43

City Manager Spencer presented the July 2023 Financial Report. He explained we are in our 10th month with around 16.6% left in the funds. New things that are posted on the report include payment to the County for the radio project, noting we opted to pay that in full to not incur financing fees. He further stated everything looks good and we are in good shape.

Council Member Scanlan moved, seconded by Council Member Colwell to approve the July 2023 Financial Report, "YEAS," Salomon, Vidlak, Scanlan, McKerrigan, and Colwell. "NAYS," None. Absent: None.

Mr. Spencer approached Council regarding the Ordinance dealing with water service repairs and other billable charges in connection with the repair and maintenance of the water system. He explained this is a change in the Ordinance; as it stands now when a customer is delinquent with their water payment, we can discontinue service. However, if we replace a meter, due to customer negligence and after billing the customer they do not pay for the repair, we cannot discontinue their water service, but instead send it to collections. Because the amount we receive from collections does not cover the cost of a new water meter, staff is asking for a change to the Ordinance. He also added last year, during the winter, the city had to replace 89 water meters because they froze due to customer negligence, and with those 89, 48 were sent to collections.

Council introduced the Ordinance amending Chapter 23, Articles 1 & 2 dealing with water service repairs and other billable charges in connection with the repair and maintenance of the water system and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 23, ARTICLES 1 AND 2 DEALING WITH WATER SERVICE CHARGES AND OTHER BILLABLE CHARGES IN CONNECTION WITH THE REPAIR AND MAINTENANCE OF THE WATER SYSTEM, SERVICE LINE AND METERS, AMENDING ARTICLE 1, SECTION 27 RELATING TO SERVICE LINE, LEAKS AND REPAIR, AMENDING ARTICLE 1, SECTION 30 RELATING TO FREEZING OF METERS AND DAMAGE, AMENDING ARTICLE 2, SECTION 10 DEALING WITH DELINQUENT BILLS AND OTHER BILLABLE CHARGES FOR REPAIR AND AMENDING ARTICLE 2, SECTION 11 ALLOWING FOR DISCONTINUANCE OF SERVICE FOR FAILING TO PAY WATER CHARGES OR OTHER BILLABLE CHARGES, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN**

PAMPHLET FORM.

Mr. Scott Keene, Managing Director with Piper Sandler, came forward to talk about General Obligation Highway Allocation Bonds used to finance street improvements, explaining the city has two projects coming forward, one to fund concrete work and the other for asphalt work. He added the Ordinance introduced tonight will allow for the issuance of up to \$4.25M of Highway Allocation Bonds to fund these projects with a projected maturity date of 2031. Interest rates will range from about 4.15 % to 4.25% with an all-end cost to be at 4.60%, as of Friday's date. The current estimate for the concrete project is \$1,224,000; asphalt at \$2,681,000. The bonds will be issued at amounts to pay the cost of construction and cost of issuance of the bonds with final maturity of the concrete project to be 2023; asphalt maturity to be 2031.

He explained under State Statute cities have the ability to pledge Highway Allocation Bonds by pledging their gas tax revenues, but they cannot design the financing to have debt service payments that are larger than the most recent year of gas tax collections. State statute also allows to backstop those bonds with limited property tax authority, explaining that is how we get very low interest rates as the investors buying the bonds do not have to take any credit risk with regards to the consistency of our collections of gas tax revenues, even though they are traditionally very steady. By having the property taxing authority behind it, any shortfalls in gas tax revenues, such as the State changing the formula or not as much gas being used, the real security is the property tax authority.

Mr. Keene then reiterated the Ordinance also has four parameters as follows: 1) Par amount of bonds not to exceed \$4.25M; 2) Interest cost not to exceed 5.5%; 3) Running discount, which is the fee for the investment banking firm to underwrite and sell the bonds, can't exceed 1%; and 4) The final maturity can be no later than December of 2031.

After discussion, Council introduced the Ordinance authorizing the issuance of General Obligation Highway Allocation Fund Pledge Bonds, Series 2023, for improvements to streets of the City and was read by title on first reading: **AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2023, OF THE CITY OF SCOTTSBLUFF, NEBRASKA IN PRINCIPAL AMOUNT NOT TO EXCEED \$4,250,000 TO PAY THE COSTS OF CONSTRUCTING IMPROVEMENTS TO CERTAIN STREETS OF THE CITY; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE BONDS AND PROVIDING FOR THE FIXING AND ESTABLISHING OF OTHER DETAILS OF THE BONDS; PLEDGING FUNDS RECEIVED FROM THE NEBRASKA HIGHWAY ALLOCATION FUND AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS.**

Mr. Spencer presented the Resolution authorizing money in the Debt Service Fund to be used to finance improvements in Paving District #314 and Sanitary Sewer District #167. He explained this will give us the authority to spend the money out of debt service. Once the projects are finished, the last step will be the Assessment Ordinance to pay the fund back.

Council Member Scanlan made a motion, seconded by Council Member Vidlak to approve Resolution 23-08-02 authorizing money in the Debt Service Fund to be used to finance improvements in paving District #314 and Sanitary Improvement District #167 and authorize the Mayor to sign the Resolution, "YEAS," Scanlan, McKerrigan, Salomon, Colwell, and Vidlak. "NAYS," None. Absent: None.

RESOLUTION NO. 23-08-02

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF

SCOTTSBLUFF, NEBRASKA:

WHEREAS, the City of Scottsbluff (“City”) has maintained a Debt Service Fund (“Fund”) that is committed to pay bond and warrant related indebtedness for municipal projects;

WHEREAS, the City Council has now determined it is in the City’s best interest to use money in the Fund to finance improvements in Paving District #314 and Sanitary Sewer Improvement District #167 which were passed and approved by Ordinance of the City Council through Ordinance numbers 4304 and 4305.

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

The City Council now grants authority to the City’s Finance Director to transfer and maintain sufficient money in the Fund, in an amount not to exceed \$1,000,000.00, for payment of indebtedness from the Fund through Warrants issued for the construction of the improvements in the Paving District #314 and in the Sanitary Sewer District #167 (“Districts”). Any payments shall only be issued based upon certificates of the City Engineer showing the amount of work completed and materials necessarily purchased and delivered for the orderly and proper continuance of the Districts not exceeding any holdback requirements.

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

The City Finance Director is authorized to issue and pay Warrants from the Fund to pay orders and claims certified by the City Engineer and warranted to the Contractor awarded the bid as they are incurred, certified and approved. Once certification is received the City Finance Director is authorized and may notify the City Clerk to list the payment of the Warrants as a claim at the next City Council meeting.

Passed and approved this 21st day of August, 2023.

Mayor

ATTEST:

City Clerk

Regarding the Resolution updating the bank signature authorization, Mr. Spencer explained this is brought forward to remove outgoing Finance Director Elizabeth Loutzenhiser and add Deputy Finance Director, Chris Burbach to the bank signature authorization.

Council Member Scanlan moved to approve Resolution No. 23-08-03 updating the bank signature authorization and authorized the mayor to sign the Resolution. The motion was seconded by Council Member Salomon, “YEAS,” Vidlak, Colwell, McKerrigan, Salomon, and Scanlan. “NAYS,” None. Absent: None.

RESOLUTION NO. 23-08-03

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

1. US Bank NA, First National Bank, First State Bank, Platte Valley Bank, Western States Bank and Pinnacle Bank, all with local branches in Scotts Bluff County, Nebraska and the Nebraska Public Agency Investment Trust (NPAIT) as well as Moreton Capital Markets, LLC are designated as depositories and/or financial investment institutions for funds of the City of Scottsbluff, Nebraska (“City”).

a. Depository funds of the City deposited in each bank shall be subject to withdrawal upon checks, notes, drafts, or other orders for the payment of money when signed on the City’s behalf by any two of the following City officials:

Jeanne McKerrigan OR
Jordan Colwell AND

Kimberley Wright

b. All investment funds of the City held as Government Money Market Funds, Certificates of Deposit, Treasury Notes, and other authorized securities purchased by the City shall be signed by the Deputy Finance Director for the City, Christine Burbach and one of the following City officials per the City’s Investment Policy:

Kevin Spencer OR Kimberley Wright

2. Provided, the Deputy Finance Director for the City, Christine Burbach, is authorized to make ACH drafts and withdrawals for payroll, electronic claims, utility payment drafts and debt payments on behalf of the City from any of the financial institutions named in paragraph 1. of this Resolution.

3. The banks are authorized to pay all orders and receive them for the credit of or in payment from the payee or any other holder without inquiring into the circumstances of the issue or the disposition of the proceeds.

4. US Bank is authorized to issue Visa credit cards to City personnel. The personnel to receive the cards and the credit limit on said cards shall be as approved by the City Manager or his/her designee.

5. This Resolution will revoke Resolution 22-03-03 and all prior banking resolutions and shall be delivered to all banks named in this Resolution. This Resolution will remain in effect until notice of revocation is delivered to any of these banks.

Passed, approved and effective this 21st day of August, 2023.

Mayor

ATTEST:

City Clerk

Ms. Desiree Drane-Davison, Executive Director for Riverside Discovery Center, came forward to give an update on the zoo. Ms. Davison started by giving attendance numbers. As of August 21, 2023 the zoo has seen a total attendance of 36,833 people; 10,145 were from Scottsbluff. On-site Education Attendance is steady at 3,880 with 18% or 715, representing Scottsbluff. Total Memberships are at 877, with 370 being Scottsbluff memberships.

Notable 2023 developments include a new highland calf, two zebra foals, two cygnets and two hyenas. There are also multiple remodeling and expansion projects being completed.

Upcoming projects include restroom upgrades and expansion. Adjustments are also being made to the Shovel Ready Grant Project in order to better accommodate needs at the zoo such as bathrooms in the children's museum.

Ms. Davison also stated they are also open to volunteers and docents to help at the zoo and are looking at having lions in the next month or so. Regarding the AZA accreditation, she stated they have addressed all the issues from 2010 and 2017 and will be traveling to Ohio next month to meet with the board.

Ms. Andrea Margheim with Flyover Brewery approached Council Regarding a Business Promotion Event Permit for a private party with beer garden for High Plains Rat Rods on September 3rd from 12 p.m. to 11 p.m. Ms. Margheim explained this will follow the same guidelines as their anniversary party earlier in the month. They would like to close 19th Street before the alley to Broadway to allow for overflow as they expect around 300 people for the private party.

Council Member Scanlan moved, seconded by Council Member Colwell to approve the Business Promotion Event Permit for Flyover Brewing Company, 1824 Broadway, for a private party with beer garden for Rat Rods on September 3rd to include noise permit and the street closure of 19th St. from the alley to Broadway from 12 p.m. to 11 p.m., "YEAS," McKerrigan, Scanlan, Colwell, Vidlak, and Salomon. "NAYS," None. Absent: None.

Regarding the Special Designated Liquor License for Flyover Brewing Company for the above-mentioned event, Ms. Margheim stated they will locate their beer trailer outside and will ID and wristband all who will be drinking alcohol. She also stated they will provide their own security and set up cattle panels to block off the area.

Council Member Colwell made a motion, seconded by Council Member Salomon to approve the Special Designated Liquor License for Flyover Brewing Company to serve beer, wine, and distilled spirits on September 3rd from 3 p.m. to 11 p.m. for a private party with beer garden for Rat Rods at 1824 Broadway to include 19th St., from the alley to Broadway, "YEAS," Colwell, Salomon, Vidlak, Scanlan, and McKerrigan. "Nays," None. Absent: None.

Under Council Reports, City Manager Spencer informed there will be a 911 Advisory Meeting tomorrow, August 22nd. He also stated there was a Heartland Expressway luncheon last week that he and Council Member Scanlan attended.

Council Member Scanlan moved to adjourn the meeting at 6:35 p.m. The motion was seconded by Council Member Colwell, "YEAS," Salomon, Vidlak Scanlan, McKerrigan, and Colwell "NAYS," None. Absent: None.

Mayor

Attest:

City Clerk

“SEAL”

City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

Regular Meeting

Item Consent2

Council to set a public hearing for September 18, 2023 at 6:00 p.m. to receive information about making a recommendation to the Nebraska Liquor Commission regarding a Class C Liquor License for A & C Wild Horse, LLC d/b/a Wild Horse Saloon, 1702 17th Ave., Scottsbluff, NE 69361.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

Regular Meeting

Item Consent3

**Council to set a public hearing for September 18, 2023 at 6:00 p.m.
to receive a report from the LB840 Citizen Review Committee.**

Staff Contact: Sharaya Toof, Economic Development Director

City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

Regular Meeting

Item Consent4

Council to acknowledge receipt of and take no action on a liability claim from Ralph Paez for property located at 1605 Ave. A, Scottsbluff, NE. The claim will be forwarded to the City's insurance carrier.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff
CITIZEN INCIDENT REPORT

All tort claims under the Political Subdivisions Tort Claims Act and [sections 16-727, 16-728, 23-175, 39-809](#), and [79-610](#) shall be filed with the clerk, secretary, or other official whose duty it is to maintain the official records of the political subdivision, or the governing body of a political subdivision may provide that such claims may be filed with the duly constituted law department of such subdivision. It shall be the duty of the official with whom the claim is filed to present the claim to the governing body. All such claims shall be in writing and shall set forth the time and place of the occurrence giving rise to the claim and such other facts pertinent to the claim as are known to the claimant.

Date: 8/17/2023

Date and location of Incident: December 26, 2022

Claimant Name: Ralph Paez Phone: 308 672 3279

Address: 602 Hillcrest Drive City: Scottsbluff State and Zip: NE 69361

City Department Contact: Water Dept

Narrative of what happened: See attached info

Estimated amount of damages \$ _____ (attach estimates) attached appraisal

Attachments: Photos: Estimates: _____ Medical Bills: _____

Witnesses: water dept fire marshal Contact Information: _____

Citizen insurance information: N/A

Reported by (city staff): _____

Received Date: _____

Signature of Claimant(s): _____

SUBMIT TO: KIM WRIGHT, CITY CLERK, CITY OF SCOTTSBLUFF
2525 CIRCLE DRIVE, SCOTTSBLUFF, NE 69361

In approximately September of 2022 the city of Scottsbluff negligently allowed us to terminate our water service with them. After speaking to the City of Scottsbluff Fire Marshall, She informed me that the city wrongly allowed me to terminate the service to the building due to the fact the building is connected to city water supply for it's fire suppression system. Since I was under the understanding that the water was disconnected from the building, I also disconnected the gas since I wouldn't need heat through the winter.

It was reported during the week of December 26th when the wind chill levels reached 50+ below zero. These weather conditions caused the fire suppression system (which still had water supply from the city of Scottsbluff) to freeze & burst, which caused a serious amount of damage throughout the building. At this time we had a buyer that was in the process of buying our building for the amount of \$345,000. After this unnecessary event the buyer decided to void his offer and not purchase the building.

Due to lack of communication within the city of Scottsbluff, as the fire marshal stated the city should have never turned our water off due to the building having a fire suppression system. I was forced to reduce the price on the sale of my building and try to salvage as much as I possibly could, due to still having a loan on the property. On July 31, 2023 I was lucky enough to sell the building for an amount of \$155,000. That is a difference for me of \$190,000 for an event that I had no control over.

I was informed from the previous building owner that city documents were falsified by a city employee, Gary Batt. My understanding after speaking with the Fire Marshal, alarms were supposed to go off when this fire suppression system was in operation. No such alarms were activated. Previous owner (Jesse Martinez) informed me that when the fire suppression was originally installed to the city water main, the company (CST) did not have a master plumber employed at that time. City employee, Gary Batt falsified the permit saying a master plumber made the connection from the fire suppression system of the building to the city water main.

Could this connection not being done correctly be why the alarms did not activate to warn everyone that the building was

being flooded? If city employee Gary Batt would have required a qualified person to make the connection, could this have been avoided?

As of July 31, 2023 nobody every came back to the hydrant to put the safety lock on the fire suppression system hydrant after the city worker cut it off on December 26, 2022. I went to inform Kevin Spencer on August 3, 2023 about this issue. At any time, anyone could have turned the water back on and filled the building full of water again.

My insurance is not a factor due to the building being vacant for more than 30 days and since the gas was shut off. However, the gas would not have been shut off if we had known there was still a water source to our building. Therefore, there is no insurance claim. The property owners from adjacent businesses have contacted me for payment for damage on their buildings.

I'm requesting \$180,000 to myself for money still owed to the bank even after the sale of the building and \$10,000 to the adjacent building owners for damages for a total of \$190,000.

Ralph Paez



City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

Regular Meeting

Item Consent5

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

Staff Contact: Chris Burbach, Deputy Finance Director



Expense Approval Report

By Vendor Name

Post Dates 8/22/2023 - 9/5/2023

| Description (Payable) | Account Name | Amount |
|--|------------------------|-----------------|
| Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS | | |
| Fund: 713 - CASH & INVESTMENT POOL | | |
| WAGER ATTACHMENT | WAGE ATTACHMENT EE PAY | 324.76 |
| | | 324.76 |
| Fund 713 - CASH & INVESTMENT POOL Total: | | 324.76 |
| Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total: | | 324.76 |
| | | |
| Vendor: 10493 - ALL STAR CUSTOMS | | |
| Fund: 218 - PUBLIC SAFETY | | |
| CIP-EOD TRUCK | DEPARTMENT SUPPLIES | 1,761.99 |
| | | 1,761.99 |
| Fund 218 - PUBLIC SAFETY Total: | | 1,761.99 |
| Vendor 10493 - ALL STAR CUSTOMS Total: | | 1,761.99 |
| | | |
| Vendor: 00295 - B & H INVESTMENTS, INC | | |
| Fund: 111 - GENERAL | | |
| BLDG MAINT-PD | BUILDING MAINTENANCE | 36.25 |
| BLDG MAINT-PD | BUILDING MAINTENANCE | 36.25 |
| BLDG MAINT-PD | BUILDING MAINTENANCE | 29.50 |
| BLDG MAINT-PD | BUILDING MAINTENANCE | 29.50 |
| Dep. Sup. -LIBRARY | DEPARTMENT SUPPLIES | 315.50 |
| Dep. Sup. -LIBRARY | DEPARTMENT SUPPLIES | 12.00 |
| | | 459.00 |
| Fund 111 - GENERAL Total: | | 459.00 |
| | | |
| Fund: 212 - STREETS | | |
| SUPP - WATER | DEPARTMENT SUPPLIES | 71.50 |
| SUPP - WATER | DEPARTMENT SUPPLIES | 62.00 |
| | | 133.50 |
| Fund 212 - STREETS Total: | | 133.50 |
| | | |
| Fund: 621 - ENVIRONMENTAL SERVICES | | |
| Department Supplies-SAN | DEPARTMENT SUPPLIES | 24.00 |
| DEPT SUP | DEPARTMENT SUPPLIES | 7.25 |
| Department Supplies-SAN | DEPARTMENT SUPPLIES | 43.00 |
| DEPT SUP | DEPARTMENT SUPPLIES | 12.00 |
| Contractual Services-SAN | CONTRACTUAL SERVICES | 25.26 |
| | | 111.51 |
| Fund 621 - ENVIRONMENTAL SERVICES Total: | | 111.51 |
| | | |
| Fund: 631 - WASTEWATER | | |
| DEPT SUP | DEPARTMENT SUPPLIES | 7.25 |
| DEPT SUP | DEPARTMENT SUPPLIES | 12.00 |
| | | 19.25 |
| Fund 631 - WASTEWATER Total: | | 19.25 |
| Vendor 00295 - B & H INVESTMENTS, INC Total: | | 723.26 |
| | | |
| Vendor: 09862 - BAIRD HOLM LLP | | |
| Fund: 111 - GENERAL | | |
| PROF.SERVICES - FIRE RETIRE... | CONTRACTUAL SERVICES | 4,742.00 |
| | | 4,742.00 |
| Fund 111 - GENERAL Total: | | 4,742.00 |
| Vendor 09862 - BAIRD HOLM LLP Total: | | 4,742.00 |
| | | |
| Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC | | |
| Fund: 111 - GENERAL | | |
| Monthly Energy Bill | HEATING FUEL | 44.22 |
| Monthly Energy Bill | HEATING FUEL | 38.60 |
| Monthly Energy Bill | HEATING FUEL | 82.41 |
| Monthly Energy Bill | HEATING FUEL | 38.60 |
| Monthly Energy Bill | HEATING FUEL | 68.95 |
| Monthly Energy Bill | HEATING FUEL | 2,142.15 |
| | | 2,414.93 |
| Fund 111 - GENERAL Total: | | 2,414.93 |

Expense Approval Report

Post Dates: 8/22/2023 - 9/5/2023

| Description (Payable) | Account Name | Amount |
|--|-----------------------|---|
| Fund: 212 - STREETS | | |
| Monthly Energy Bill | HEATING FUEL | 203.11 |
| | | Fund 212 - STREETS Total: |
| | | 203.11 |
| Fund: 621 - ENVIRONMENTAL SERVICES | | |
| Monthly Energy Bill | HEATING FUEL | 73.43 |
| | | Fund 621 - ENVIRONMENTAL SERVICES Total: |
| | | 73.43 |
| Fund: 641 - WATER | | |
| Monthly Energy Bill | HEATING FUEL | 154.40 |
| | | Fund 641 - WATER Total: |
| | | 154.40 |
| | | Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total: |
| | | 2,845.87 |
| Vendor: 00405 - BLUFFS FACILITY SOLUTIONS | | |
| Fund: 621 - ENVIRONMENTAL SERVICES | | |
| DEPT SUP | DEPARTMENT SUPPLIES | 96.05 |
| | | Fund 621 - ENVIRONMENTAL SERVICES Total: |
| | | 96.05 |
| Fund: 631 - WASTEWATER | | |
| DEPT SUP | DEPARTMENT SUPPLIES | 96.04 |
| | | Fund 631 - WASTEWATER Total: |
| | | 96.04 |
| | | Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total: |
| | | 192.09 |
| Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC. | | |
| Fund: 111 - GENERAL | | |
| Cont. Svcs. | CONTRACTUAL SERVICES | 267.94 |
| EQUIP MAINT ADM | EQUIPMENT MAINTENANCE | 72.35 |
| CONTRACTUAL-PD | CONTRACTUAL SERVICES | 80.34 |
| | | Fund 111 - GENERAL Total: |
| | | 420.63 |
| Fund: 212 - STREETS | | |
| COPIER SERVICE | CONTRACTUAL SERVICES | 35.02 |
| | | Fund 212 - STREETS Total: |
| | | 35.02 |
| | | Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total: |
| | | 455.65 |
| Vendor: 07911 - CELLCO PARTNERSHIP | | |
| Fund: 111 - GENERAL | | |
| AUGUST CELLULAR | CELLULAR PHONE | 272.94 |
| CELL PHONES-PD | PHONE & INTERNET | 1,470.71 |
| | | Fund 111 - GENERAL Total: |
| | | 1,743.65 |
| | | Vendor 07911 - CELLCO PARTNERSHIP Total: |
| | | 1,743.65 |
| Vendor: 07250 - CHRIS REYES | | |
| Fund: 111 - GENERAL | | |
| DEPT SUPPL-PD | DEPARTMENT SUPPLIES | 240.00 |
| | | Fund 111 - GENERAL Total: |
| | | 240.00 |
| | | Vendor 07250 - CHRIS REYES Total: |
| | | 240.00 |
| Vendor: 05859 - CITIBANK, N.A. | | |
| Fund: 641 - WATER | | |
| DEPT SUP | DEPARTMENT SUPPLIES | 70.60 |
| | | Fund 641 - WATER Total: |
| | | 70.60 |
| | | Vendor 05859 - CITIBANK, N.A. Total: |
| | | 70.60 |
| Vendor: 00367 - CITY OF SCB | | |
| Fund: 111 - GENERAL | | |
| PETTY CASH | DEPARTMENT SUPPLIES | 13.00 |
| | | Fund 111 - GENERAL Total: |
| | | 13.00 |
| Fund: 631 - WASTEWATER | | |
| PETTY CASH | LICENSE/PERMITS | 60.00 |
| PETTY CASH | LICENSE/PERMITS | 60.00 |
| | | Fund 631 - WASTEWATER Total: |
| | | 120.00 |
| | | Vendor 00367 - CITY OF SCB Total: |
| | | 133.00 |

Expense Approval Report

Post Dates: 8/22/2023 - 9/5/2023

| Description (Payable) | Account Name | Amount |
|---|--|-----------------|
| Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY | | |
| Fund: 111 - GENERAL | | |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | 82.25 |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | 10.75 |
| | Fund 111 - GENERAL Total: | <u>93.00</u> |
| | Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total: | 93.00 |
| | | |
| Vendor: 00267 - CONTRACTORS MATERIALS INC. | | |
| Fund: 212 - STREETS | | |
| SUPP - CAUTION TAPE | DEPARTMENT SUPPLIES | 23.52 |
| SUPP - BRACKETS, WOOD STA... | DEPARTMENT SUPPLIES | 54.88 |
| | Fund 212 - STREETS Total: | <u>78.40</u> |
| | Vendor 00267 - CONTRACTORS MATERIALS INC. Total: | 78.40 |
| | | |
| Vendor: 10491 - COX SUBSCRIPTIONS INC | | |
| Fund: 111 - GENERAL | | |
| Sbcrrp. | SUBSCRIPTIONS | 1,702.18 |
| | Fund 111 - GENERAL Total: | <u>1,702.18</u> |
| | Vendor 10491 - COX SUBSCRIPTIONS INC Total: | 1,702.18 |
| | | |
| Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC | | |
| Fund: 212 - STREETS | | |
| CONDUIT FOR 42ND STREET L... | DEPARTMENT SUPPLIES | 622.36 |
| SUPP - COUPLG & BELLED ELB... | DEPARTMENT SUPPLIES | 157.96 |
| | Fund 212 - STREETS Total: | <u>780.32</u> |
| | Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total: | 780.32 |
| | | |
| Vendor: 09767 - CROELL INC | | |
| Fund: 641 - WATER | | |
| DEPT SUP | DEPARTMENT SUPPLIES | 392.69 |
| DEPT SUP | DEPARTMENT SUPPLIES | 392.69 |
| | Fund 641 - WATER Total: | <u>785.38</u> |
| | Vendor 09767 - CROELL INC Total: | 785.38 |
| | | |
| Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE | | |
| Fund: 111 - GENERAL | | |
| Monthly Long Distance | PHONE & INTERNET | 3.29 |
| Monthly Long Distance | PHONE & INTERNET | 0.94 |
| Monthly Long Distance | PHONE & INTERNET | 0.47 |
| Monthly Long Distance | PHONE & INTERNET | 0.47 |
| Monthly Long Distance | PHONE & INTERNET | 2.35 |
| Monthly Long Distance | PHONE & INTERNET | 4.36 |
| Monthly Long Distance | PHONE & INTERNET | 24.13 |
| Monthly Long Distance | PHONE & INTERNET | 7.37 |
| Monthly Long Distance | PHONE & INTERNET | 2.35 |
| Monthly Long Distance | PHONE & INTERNET | 2.35 |
| | Fund 111 - GENERAL Total: | <u>48.08</u> |
| Fund: 212 - STREETS | | |
| Monthly Long Distance | PHONE & INTERNET | 6.58 |
| | Fund 212 - STREETS Total: | <u>6.58</u> |
| Fund: 213 - CEMETERY | | |
| Monthly Long Distance | PHONE & INTERNET | 0.94 |
| | Fund 213 - CEMETERY Total: | <u>0.94</u> |
| Fund: 224 - ECONOMIC DEVELOPMENT | | |
| Monthly Long Distance | PHONE & INTERNET | 0.47 |
| | Fund 224 - ECONOMIC DEVELOPMENT Total: | <u>0.47</u> |
| Fund: 621 - ENVIRONMENTAL SERVICES | | |
| Monthly Long Distance | PHONE & INTERNET | 4.24 |
| | Fund 621 - ENVIRONMENTAL SERVICES Total: | <u>4.24</u> |

Expense Approval Report

Post Dates: 8/22/2023 - 9/5/2023

| Description (Payable) | Account Name | Amount |
|---|------------------------|---|
| Fund: 631 - WASTEWATER | | |
| Monthly Long Distance | PHONE & INTERNET | 1.89 |
| | | Fund 631 - WASTEWATER Total: |
| | | 1.89 |
| Fund: 641 - WATER | | |
| Monthly Long Distance | PHONE & INTERNET | 1.89 |
| | | Fund 641 - WATER Total: |
| | | 1.89 |
| Fund: 661 - STORMWATER | | |
| Monthly Long Distance | PHONE & INTERNET | 2.31 |
| | | Fund 661 - STORMWATER Total: |
| | | 2.31 |
| Fund: 721 - GIS SERVICES | | |
| Monthly Long Distance | PHONE & INTERNET | 0.47 |
| | | Fund 721 - GIS SERVICES Total: |
| | | 0.47 |
| | | Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total: |
| | | 66.87 |
| Vendor: 00149 - ELKS CLUB | | |
| Fund: 111 - GENERAL | | |
| OVERPAYMENT | LIQUOR LICENSE PAYABLE | 150.00 |
| OVERPAYMENT | OTHER OCCUPATION TAX | 300.00 |
| | | Fund 111 - GENERAL Total: |
| | | 450.00 |
| | | Vendor 00149 - ELKS CLUB Total: |
| | | 450.00 |
| Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250 | | |
| Fund: 641 - WATER | | |
| SAMPLES | SAMPLES | 216.00 |
| | | Fund 641 - WATER Total: |
| | | 216.00 |
| | | Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total: |
| | | 216.00 |
| Vendor: 00548 - FEDERAL EXPRESS CORPORATION | | |
| Fund: 641 - WATER | | |
| POSTAGE | POSTAGE | 97.48 |
| POSTAGE | POSTAGE | 241.88 |
| | | Fund 641 - WATER Total: |
| | | 339.36 |
| | | Vendor 00548 - FEDERAL EXPRESS CORPORATION Total: |
| | | 339.36 |
| Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC | | |
| Fund: 111 - GENERAL | | |
| TOW SERVICE--PD | CONTRACTUAL SERVICES | 50.00 |
| TOW SERVICE-PD | CONTRACTUAL SERVICES | 75.00 |
| | | Fund 111 - GENERAL Total: |
| | | 125.00 |
| | | Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total: |
| | | 125.00 |
| Vendor: 10490 - FULK JERROD | | |
| Fund: 111 - GENERAL | | |
| LEGAL FEES-PD | LEGAL FEES | 33.10 |
| | | Fund 111 - GENERAL Total: |
| | | 33.10 |
| | | Vendor 10490 - FULK JERROD Total: |
| | | 33.10 |
| Vendor: 10330 - GERING MULITPURPOSE SENIOR CENTER | | |
| Fund: 111 - GENERAL | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | 1,000.00 |
| | | Fund 111 - GENERAL Total: |
| | | 1,000.00 |
| | | Vendor 10330 - GERING MULITPURPOSE SENIOR CENTER Total: |
| | | 1,000.00 |
| Vendor: 09469 - GI HOSPITALITY | | |
| Fund: 111 - GENERAL | | |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | 98.00 |
| | | Fund 111 - GENERAL Total: |
| | | 98.00 |
| | | Vendor 09469 - GI HOSPITALITY Total: |
| | | 98.00 |

Expense Approval Report

Post Dates: 8/22/2023 - 9/5/2023

| Description (Payable) | Account Name | Amount |
|--|-----------------------|--|
| Vendor: 10136 - GREENING ENTERPRISES INC. | | |
| Fund: 111 - GENERAL | | |
| STRUCTURE HELMET | DEPARTMENT SUPPLIES | 302.74 |
| | | Fund 111 - GENERAL Total: |
| | | 302.74 |
| | | Vendor 10136 - GREENING ENTERPRISES INC. Total: |
| | | 302.74 |
| | | |
| Vendor: 04371 - HAWKINS, INC. | | |
| Fund: 641 - WATER | | |
| CHEMICALS | CHEMICALS | 1,712.61 |
| | | Fund 641 - WATER Total: |
| | | 1,712.61 |
| | | Vendor 04371 - HAWKINS, INC. Total: |
| | | 1,712.61 |
| | | |
| Vendor: 10439 - HD SUPPLY INC | | |
| Fund: 631 - WASTEWATER | | |
| DEPT SUP | DEPARTMENT SUPPLIES | 2,124.96 |
| | | Fund 631 - WASTEWATER Total: |
| | | 2,124.96 |
| Fund: 641 - WATER | | |
| EQUIPMENT | EQUIPMENT | 6,468.16 |
| | | Fund 641 - WATER Total: |
| | | 6,468.16 |
| | | Vendor 10439 - HD SUPPLY INC Total: |
| | | 8,593.12 |
| | | |
| Vendor: 09589 - HEARTLAND EXPRESSWAY ASSOCIATION | | |
| Fund: 111 - GENERAL | | |
| SCHOOL & CONF | SCHOOL & CONFERENCE | 30.00 |
| SCHOOL & CONF | SCHOOL & CONFERENCE | 30.00 |
| | | Fund 111 - GENERAL Total: |
| | | 60.00 |
| | | Vendor 09589 - HEARTLAND EXPRESSWAY ASSOCIATION Total: |
| | | 60.00 |
| | | |
| Vendor: 05667 - HOA SOLUTIONS, INC | | |
| Fund: 631 - WASTEWATER | | |
| EQUIP MAINT | EQUIPMENT MAINTENANCE | 409.50 |
| | | Fund 631 - WASTEWATER Total: |
| | | 409.50 |
| | | Vendor 05667 - HOA SOLUTIONS, INC Total: |
| | | 409.50 |
| | | |
| Vendor: 05499 - ICC CERTIFICATION SERVICES | | |
| Fund: 111 - GENERAL | | |
| MEMBERSHIP DS | MEMBERSHIPS | 272.00 |
| | | Fund 111 - GENERAL Total: |
| | | 272.00 |
| | | Vendor 05499 - ICC CERTIFICATION SERVICES Total: |
| | | 272.00 |
| | | |
| Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC | | |
| Fund: 111 - GENERAL | | |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 18.67 |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 11.76 |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 57.20 |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 4.02 |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 156.90 |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 384.43 |
| | | Fund 111 - GENERAL Total: |
| | | 632.98 |
| Fund: 213 - CEMETERY | | |
| DEPT SUPP CEM | DEPARTMENT SUPPLIES | 11.00 |
| DEPT SUPP CEM | DEPARTMENT SUPPLIES | 21.10 |
| DEPT SUPP CEM | DEPARTMENT SUPPLIES | 4.36 |
| | | Fund 213 - CEMETERY Total: |
| | | 36.46 |
| | | Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total: |
| | | 669.44 |
| | | |
| Vendor: 09291 - INGRAM LIBRARY SERVICES INC | | |
| Fund: 111 - GENERAL | | |
| Coll. | COLLECTIONS | 170.01 |
| Coll. | COLLECTIONS | 269.24 |
| Coll. | COLLECTIONS | 1,149.58 |
| Coll. | COLLECTIONS | 252.14 |

Expense Approval Report

Post Dates: 8/22/2023 - 9/5/2023

| Description (Payable) | Account Name | Amount |
|---|-------------------------|------------------|
| Coll. | COLLECTIONS | -35.10 |
| Coll. | COLLECTIONS | 108.78 |
| Fund 111 - GENERAL Total: | | 1,914.65 |
| Vendor 09291 - INGRAM LIBRARY SERVICES INC Total: | | 1,914.65 |
| | | |
| Vendor: 00733 - INLAND TRUCK PARTS & SERVICE | | |
| Fund: 111 - GENERAL | | |
| PREVENTATIVE MAINTENANCE.. VEHICLE MAINTENANCE | | 3,282.84 |
| Fund 111 - GENERAL Total: | | 3,282.84 |
| Vendor 00733 - INLAND TRUCK PARTS & SERVICE Total: | | 3,282.84 |
| | | |
| Vendor: 08154 - INTERNAL REVENUE SERVICE | | |
| Fund: 713 - CASH & INVESTMENT POOL | | |
| WITHHOLDINGS | MEDICARE W/H EE PAYABLE | 4,581.45 |
| WITHHOLDINGS | MEDICARE W/H EE PAYABLE | 4,581.45 |
| WITHHOLDINGS | FICA W/H EE PAYABLE | 17,142.53 |
| WITHHOLDINGS | FICA W/H EE PAYABLE | 17,142.53 |
| WITHHOLDINGS | FED W/H EE PAYABLE | 28,901.79 |
| Fund 713 - CASH & INVESTMENT POOL Total: | | 72,349.75 |
| Vendor 08154 - INTERNAL REVENUE SERVICE Total: | | 72,349.75 |
| | | |
| Vendor: 08525 - INTRALINKS, INC | | |
| Fund: 111 - GENERAL | | |
| DATTO ALTO - LIBR. 8/1/23 - 8... | CONTRACTUAL SERVICES | 238.00 |
| BATTERY BACKUP - HR | DEPARTMENT SUPPLIES | 95.00 |
| Fund 111 - GENERAL Total: | | 333.00 |
| Vendor 08525 - INTRALINKS, INC Total: | | 333.00 |
| | | |
| Vendor: 10487 - JEREMY L GREENMAN | | |
| Fund: 111 - GENERAL | | |
| PREVENTATIVE MAINTENANCE.. VEHICLE MAINTENANCE | | 1,620.96 |
| Fund 111 - GENERAL Total: | | 1,620.96 |
| | | |
| Fund: 631 - WASTEWATER | | |
| VEHICLE MAINT | VEHICLE MAINTENANCE | 8,146.74 |
| Fund 631 - WASTEWATER Total: | | 8,146.74 |
| | | |
| Fund: 641 - WATER | | |
| VEHICLE MAINT | VEHICLE MAINTENANCE | 6,761.15 |
| Fund 641 - WATER Total: | | 6,761.15 |
| Vendor 10487 - JEREMY L GREENMAN Total: | | 16,528.85 |
| | | |
| Vendor: 09819 - JESSE LAURUHN | | |
| Fund: 111 - GENERAL | | |
| TUITION REIMBURSEMENT | TUITION SUPPORT | 350.00 |
| Fund 111 - GENERAL Total: | | 350.00 |
| Vendor 09819 - JESSE LAURUHN Total: | | 350.00 |
| | | |
| Vendor: 06131 - JOHN DEERE FINANCIAL | | |
| Fund: 212 - STREETS | | |
| DEWALT CORDLESS 6 TOOL C... | DEPARTMENT SUPPLIES | 524.99 |
| HAND HELD BLOWER | DEPARTMENT SUPPLIES | 151.99 |
| WEED TRIMMER LINE | DEPARTMENT SUPPLIES | 29.99 |
| Fund 212 - STREETS Total: | | 706.97 |
| | | |
| Fund: 215 - SPECIAL PROJECTS | | |
| K9 SUPPL-PD | DEPARTMENT SUPPLIES | 34.48 |
| Fund 215 - SPECIAL PROJECTS Total: | | 34.48 |
| | | |
| Fund: 621 - ENVIRONMENTAL SERVICES | | |
| Department Supplies-SAN | DEPARTMENT SUPPLIES | 51.95 |
| Uniform & Clothing-SAN | UNIFORMS & CLOTHING | 200.00 |
| Fund 621 - ENVIRONMENTAL SERVICES Total: | | 251.95 |
| Vendor 06131 - JOHN DEERE FINANCIAL Total: | | 993.40 |

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| Description (Payable) | Account Name | Amount |
|---|-----------------------|--|
| Vendor: 08067 - JOHN DEERE FINANCIAL | | |
| Fund: 111 - GENERAL | | |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 76.93 |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 58.57 |
| EQUIP MAINT PARK | EQUIPMENT MAINTENANCE | 58.99 |
| | | Fund 111 - GENERAL Total: 194.49 |
| | | Vendor 08067 - JOHN DEERE FINANCIAL Total: 194.49 |
| Vendor: 09474 - JOHN DEERE FINANCIAL | | |
| Fund: 111 - GENERAL | | |
| EQUIP MAINT PARK | EQUIPMENT MAINTENANCE | 193.98 |
| EQUIP MAINT PARK | EQUIPMENT MAINTENANCE | 264.57 |
| EQUIPMENT MAINT PARK | EQUIPMENT MAINTENANCE | 193.98 |
| EQUIP MAINT PARK | EQUIPMENT MAINTENANCE | 158.20 |
| EQUIP MAINT PARK | EQUIPMENT MAINTENANCE | 247.12 |
| | | Fund 111 - GENERAL Total: 1,057.85 |
| | | Vendor 09474 - JOHN DEERE FINANCIAL Total: 1,057.85 |
| Vendor: 10475 - LANDRETH RICHARD | | |
| Fund: 111 - GENERAL | | |
| Bis. Trvl. | BUSINESS TRAVEL | 30.13 |
| | | Fund 111 - GENERAL Total: 30.13 |
| | | Vendor 10475 - LANDRETH RICHARD Total: 30.13 |
| Vendor: 09746 - LEAL NOHEMI | | |
| Fund: 111 - GENERAL | | |
| CONSULTING-PD | CONSULTING SERVICES | 35.00 |
| CONSULTING-PD | CONSULTING SERVICES | 35.00 |
| CONSULTING-PD | CONSULTING SERVICES | 35.00 |
| CONSULTING-PD | CONSULTING SERVICES | 35.00 |
| | | Fund 111 - GENERAL Total: 140.00 |
| | | Vendor 09746 - LEAL NOHEMI Total: 140.00 |
| Vendor: 08156 - LINCOLN WINWATER WORKS COMPANY | | |
| Fund: 661 - STORMWATER | | |
| FACILITY REPAIR | FACILITY REPAIRS | 2,250.00 |
| | | Fund 661 - STORMWATER Total: 2,250.00 |
| | | Vendor 08156 - LINCOLN WINWATER WORKS COMPANY Total: 2,250.00 |
| Vendor: 09760 - MACQUEEN EQUIPMENT INC | | |
| Fund: 631 - WASTEWATER | | |
| EQUIPMENT MAINT | EQUIPMENT MAINTENANCE | 462.15 |
| EQUIP MAINT | EQUIPMENT MAINTENANCE | 641.17 |
| EQUIP MAINT | EQUIPMENT MAINTENANCE | 2,101.65 |
| | | Fund 631 - WASTEWATER Total: 3,204.97 |
| | | Vendor 09760 - MACQUEEN EQUIPMENT INC Total: 3,204.97 |
| Vendor: 10462 - MARSH FAMILY PAINTING | | |
| Fund: 111 - GENERAL | | |
| PAINTING AWNING - 18TH ST... | STRUCTURES | 580.00 |
| | | Fund 111 - GENERAL Total: 580.00 |
| | | Vendor 10462 - MARSH FAMILY PAINTING Total: 580.00 |
| Vendor: 08317 - MATHESON TRI-GAS INC | | |
| Fund: 111 - GENERAL | | |
| DEPT SUPP PARK | DEPARTMENT SUPPLIES | 37.55 |
| | | Fund 111 - GENERAL Total: 37.55 |
| | | Vendor 08317 - MATHESON TRI-GAS INC Total: 37.55 |

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| Description (Payable) | Account Name | Amount |
|---|------------------------|---|
| Vendor: 10489 - McCARTNEY ERIN CHAPER 13 TRUSTEE | | |
| Fund: 713 - CASH & INVESTMENT POOL | | |
| WAGE ATTACHMENT | WAGE ATTACHMENT EE PAY | 58.00 |
| | | Fund 713 - CASH & INVESTMENT POOL Total: 58.00 |
| | | Vendor 10489 - McCARTNEY ERIN CHAPER 13 TRUSTEE Total: 58.00 |
| | | |
| Vendor: 07628 - MENARDS, INC | | |
| Fund: 111 - GENERAL | | |
| DEPT SUPP ADM | DEPARTMENT SUPPLIES | 8.63 |
| EQUIP MAINT PARK | EQUIPMENT MAINTENANCE | 7.98 |
| Department Supplies-REC | DEPARTMENT SUPPLIES | 308.09 |
| DEPT SUPP PARK | DEPARTMENT SUPPLIES | 4.99 |
| Department Supplies-REC | DEPARTMENT SUPPLIES | 66.07 |
| Department Supplies-REC | DEPARTMENT SUPPLIES | 47.92 |
| Department Supplies-REC | DEPARTMENT SUPPLIES | 32.01 |
| Department Supplies-REC | DEPARTMENT SUPPLIES | 32.66 |
| Jan. Sup. | JANITORIAL SUPPLIES | 11.99 |
| | | Fund 111 - GENERAL Total: 520.34 |
| | | |
| Fund: 212 - STREETS | | |
| SUPP - CLEANER, THINNER | DEPARTMENT SUPPLIES | 75.94 |
| SUPP - CARB CLEANER, LITH S... | DEPARTMENT SUPPLIES | 44.76 |
| SUPP - NOZZLE & WASHERS | DEPARTMENT SUPPLIES | 9.78 |
| SUPP - TOILET TANK LEVER | DEPARTMENT SUPPLIES | 5.49 |
| SUPP - BELLED ELBOWS | DEPARTMENT SUPPLIES | 3.76 |
| SUPP - BELLED ELBOW | DEPARTMENT SUPPLIES | 4.82 |
| SUPP - PVC CEMENT | DEPARTMENT SUPPLIES | 15.95 |
| SUPP - 1 1/2" ELBOW | DEPARTMENT SUPPLIES | 14.46 |
| | | Fund 212 - STREETS Total: 174.96 |
| | | |
| Fund: 621 - ENVIRONMENTAL SERVICES | | |
| DEPT SUP | DEPARTMENT SUPPLIES | 85.21 |
| DEPT SUP | DEPARTMENT SUPPLIES | 5.58 |
| Department Supplies-SAN | DEPARTMENT SUPPLIES | 31.97 |
| DEPT SUP | DEPARTMENT SUPPLIES | 8.99 |
| | | Fund 621 - ENVIRONMENTAL SERVICES Total: 131.75 |
| | | |
| Fund: 631 - WASTEWATER | | |
| DEPT SUP | DEPARTMENT SUPPLIES | 85.20 |
| DEPT SUP | DEPARTMENT SUPPLIES | 5.58 |
| DEPT SUP | DEPARTMENT SUPPLIES | 25.47 |
| DEPT SUP | DEPARTMENT SUPPLIES | 8.98 |
| DEPT SUP | DEPARTMENT SUPPLIES | 134.88 |
| DEPT SUP | DEPARTMENT SUPPLIES | 4.20 |
| DEPT SUP | DEPARTMENT SUPPLIES | 31.97 |
| | | Fund 631 - WASTEWATER Total: 296.28 |
| | | Vendor 07628 - MENARDS, INC Total: 1,123.33 |
| | | |
| Vendor: 07208 - MICHAEL LEVICK | | |
| Fund: 111 - GENERAL | | |
| TUITION REIMBURSEMENT | TUITION SUPPORT | 350.00 |
| | | Fund 111 - GENERAL Total: 350.00 |
| | | Vendor 07208 - MICHAEL LEVICK Total: 350.00 |
| | | |
| Vendor: 08482 - MIDLANDS CONTRACTING, INC | | |
| Fund: 631 - WASTEWATER | | |
| FACILITY REPAIR | FACILITY REPAIRS | 52,650.00 |
| | | Fund 631 - WASTEWATER Total: 52,650.00 |
| | | Vendor 08482 - MIDLANDS CONTRACTING, INC Total: 52,650.00 |

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| Description (Payable) | Account Name | Amount |
|---|-----------------------|---|
| Vendor: 02089 - NATIONAL ARBOR DAY FOUNDATION | | |
| Fund: 111 - GENERAL | | |
| MEMBERSHIP | MEMBERSHIPS | 10.00 |
| | | Fund 111 - GENERAL Total: |
| | | 10.00 |
| Vendor 02089 - NATIONAL ARBOR DAY FOUNDATION Total: | | |
| 10.00 | | |
| | | |
| Vendor: 00402 - NEBRASKA MACHINERY CO | | |
| Fund: 621 - ENVIRONMENTAL SERVICES | | |
| EQUIP MAINT | EQUIPMENT MAINTENANCE | 58.82 |
| | | Fund 621 - ENVIRONMENTAL SERVICES Total: |
| | | 58.82 |
| Fund: 631 - WASTEWATER | | |
| EQUIP MAINT | EQUIPMENT MAINTENANCE | 58.82 |
| | | Fund 631 - WASTEWATER Total: |
| | | 58.82 |
| Vendor 00402 - NEBRASKA MACHINERY CO Total: | | |
| 117.64 | | |
| | | |
| Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT | | |
| Fund: 111 - GENERAL | | |
| ELECTRIC | ELECTRICITY | 56.07 |
| | | Fund 111 - GENERAL Total: |
| | | 56.07 |
| Fund: 631 - WASTEWATER | | |
| ELECTRIC | ELECTRIC POWER | 12,191.19 |
| ELECTRIC | ELECTRIC POWER | 159.55 |
| | | Fund 631 - WASTEWATER Total: |
| | | 12,350.74 |
| Fund: 641 - WATER | | |
| ELECTRIC | ELECTRIC POWER | 6,055.81 |
| ELECTRIC | ELECTRIC POWER | 5,467.13 |
| | | Fund 641 - WATER Total: |
| | | 11,522.94 |
| Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total: | | |
| 23,929.75 | | |
| | | |
| Vendor: 10478 - NELSON ETHAN | | |
| Fund: 111 - GENERAL | | |
| Bis. Trvl. | BUSINESS TRAVEL | 30.13 |
| | | Fund 111 - GENERAL Total: |
| | | 30.13 |
| Vendor 10478 - NELSON ETHAN Total: | | |
| 30.13 | | |
| | | |
| Vendor: 09074 - NEXT YOUNG PROFESSIONALS | | |
| Fund: 224 - ECONOMIC DEVELOPMENT | | |
| MEMBERSHIP | MEMBERSHIPS | 75.00 |
| | | Fund 224 - ECONOMIC DEVELOPMENT Total: |
| | | 75.00 |
| Vendor 09074 - NEXT YOUNG PROFESSIONALS Total: | | |
| 75.00 | | |
| | | |
| Vendor: 04453 - NORTHERN SAFETY COMPANY, INC. | | |
| Fund: 641 - WATER | | |
| DEPT SUP | DEPARTMENT SUPPLIES | 37.77 |
| DEPT SUP | DEPARTMENT SUPPLIES | 737.98 |
| DEPT SUP | DEPARTMENT SUPPLIES | -775.75 |
| | | Fund 641 - WATER Total: |
| | | 0.00 |
| Vendor 04453 - NORTHERN SAFETY COMPANY, INC. Total: | | |
| 0.00 | | |
| | | |
| Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF | | |
| Fund: 111 - GENERAL | | |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 293.54 |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 43.22 |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 118.95 |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 31.91 |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 8.46 |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 46.38 |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 13.76 |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 119.09 |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 29.36 |

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| Description (Payable) | Account Name | Amount |
|---|------------------------|--|
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 143.10 |
| | | Fund 111 - GENERAL Total: 847.77 |
| Fund: 213 - CEMETERY | | |
| DEPT SUPP CEM | DEPARTMENT SUPPLIES | 18.13 |
| | | Fund 213 - CEMETERY Total: 18.13 |
| | | Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total: 865.90 |
| Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC | | |
| Fund: 631 - WASTEWATER | | |
| CONTRACTUAL SVC | CONTRACTUAL SERVICES | 157.00 |
| | | Fund 631 - WASTEWATER Total: 157.00 |
| Fund: 641 - WATER | | |
| SAMPLES | SAMPLES | 100.00 |
| SAMPLES | SAMPLES | 100.00 |
| | | Fund 641 - WATER Total: 200.00 |
| | | Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total: 357.00 |
| Vendor: 00017 - PANHANDLE HUMANE SOCIETY | | |
| Fund: 111 - GENERAL | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | 5,656.07 |
| | | Fund 111 - GENERAL Total: 5,656.07 |
| | | Vendor 00017 - PANHANDLE HUMANE SOCIETY Total: 5,656.07 |
| Vendor: 10259 - PARADISE PUMPERS LLC | | |
| Fund: 111 - GENERAL | | |
| FACADE GRANT | COMMUNITY DEVELOPMENT | 4,968.00 |
| | | Fund 111 - GENERAL Total: 4,968.00 |
| | | Vendor 10259 - PARADISE PUMPERS LLC Total: 4,968.00 |
| Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC | | |
| Fund: 111 - GENERAL | | |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 83.80 |
| | | Fund 111 - GENERAL Total: 83.80 |
| | | Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total: 83.80 |
| Vendor: 01276 - PLATTE VALLEY BANK | | |
| Fund: 713 - CASH & INVESTMENT POOL | | |
| HEALTH SAVINGS ACCOUNT | HSA EE PAYABLE | 10,055.91 |
| | | Fund 713 - CASH & INVESTMENT POOL Total: 10,055.91 |
| | | Vendor 01276 - PLATTE VALLEY BANK Total: 10,055.91 |
| Vendor: 00796 - POWERPLAN | | |
| Fund: 621 - ENVIRONMENTAL SERVICES | | |
| EQUIP MAINT | EQUIPMENT MAINTENANCE | 187.03 |
| | | Fund 621 - ENVIRONMENTAL SERVICES Total: 187.03 |
| Fund: 631 - WASTEWATER | | |
| EQUIP MAINT | EQUIPMENT MAINTENANCE | 187.03 |
| | | Fund 631 - WASTEWATER Total: 187.03 |
| | | Vendor 00796 - POWERPLAN Total: 374.06 |
| Vendor: 00266 - QUILL CORPORATION | | |
| Fund: 111 - GENERAL | | |
| INVEST SUPPL-PD | INVESTIGATIVE EXPENSES | 52.94 |
| DEPT/INVEST SUPPL-PD | DEPARTMENT SUPPLIES | 28.04 |
| DEPT/INVEST SUPPL-PD | INVESTIGATIVE EXPENSES | 106.78 |
| DEPT SUPPL-PD | DEPARTMENT SUPPLIES | -106.99 |
| DEPT/INVEST SUPPL-PD | DEPARTMENT SUPPLIES | 199.34 |
| DEPT/INVEST SUPPL-PD | INVESTIGATIVE EXPENSES | 43.58 |
| INVEST SUPPL-PD | INVESTIGATIVE EXPENSES | 58.77 |

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| Description (Payable) | Account Name | Amount |
|---|-------------------------|--|
| DEPT SUPPL-PD | DEPARTMENT SUPPLIES | -107.33 |
| | | Fund 111 - GENERAL Total: 275.13 |
| | | Vendor 00266 - QUILL CORPORATION Total: 275.13 |
| | | |
| Vendor: 09342 - RADA, ZACKARY | | |
| Fund: 111 - GENERAL | | |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | 127.00 |
| | | Fund 111 - GENERAL Total: 127.00 |
| | | Vendor 09342 - RADA, ZACKARY Total: 127.00 |
| | | |
| Vendor: 10187 - REGION 22 EMERGENCY MGMT | | |
| Fund: 111 - GENERAL | | |
| REGION 22 EMERGENCY MAN... | CONTRACTUAL SERVICES | 1,889.59 |
| | | Fund 111 - GENERAL Total: 1,889.59 |
| | | Vendor 10187 - REGION 22 EMERGENCY MGMT Total: 1,889.59 |
| | | |
| Vendor: 04089 - REGIONAL CARE INC | | |
| Fund: 812 - HEALTH INSURANCE | | |
| FLEX FUNDING | FLEXIBLE BENFT EXPENSES | 500.00 |
| HEALTH INS. PREM. - SEPT 20... | PREMIUM EXPENSE | 44,116.53 |
| CLAIMS | CLAIMS EXPENSE | 27,301.72 |
| | | Fund 812 - HEALTH INSURANCE Total: 71,918.25 |
| | | Vendor 04089 - REGIONAL CARE INC Total: 71,918.25 |
| | | |
| Vendor: 04257 - RIGHT BRAIN UNLIMITED | | |
| Fund: 111 - GENERAL | | |
| GROUND MAINT PARK | GROUNDS MAINTENANCE | 689.65 |
| | | Fund 111 - GENERAL Total: 689.65 |
| | | Vendor 04257 - RIGHT BRAIN UNLIMITED Total: 689.65 |
| | | |
| Vendor: 04311 - ROSE DREW, INC | | |
| Fund: 111 - GENERAL | | |
| A/V Sup. | AUDIOVISUAL SUPPLIES | 78.50 |
| | | Fund 111 - GENERAL Total: 78.50 |
| | | Vendor 04311 - ROSE DREW, INC Total: 78.50 |
| | | |
| Vendor: 00564 - RUSCH'S GENERAL CONTRACTING, LLC | | |
| Fund: 411 - CDBG | | |
| CDBG - DRAW 4, APPLICANT 3... | GRANT EXPENSE | 2,169.14 |
| | | Fund 411 - CDBG Total: 2,169.14 |
| | | Vendor 00564 - RUSCH'S GENERAL CONTRACTING, LLC Total: 2,169.14 |
| | | |
| Vendor: 00026 - S M E C | | |
| Fund: 713 - CASH & INVESTMENT POOL | | |
| EMPLOYEE DEDUCTION | SMEC EE PAYABLE | 96.15 |
| | | Fund 713 - CASH & INVESTMENT POOL Total: 96.15 |
| | | Vendor 00026 - S M E C Total: 96.15 |
| | | |
| Vendor: 10196 - SAYLER SCREENPRINTING | | |
| Fund: 111 - GENERAL | | |
| UNIFORMS-PD | UNIFORMS & CLOTHING | 126.00 |
| UNIFORMS-PD | UNIFORMS & CLOTHING | 126.00 |
| | | Fund 111 - GENERAL Total: 252.00 |
| | | Vendor 10196 - SAYLER SCREENPRINTING Total: 252.00 |
| | | |
| Vendor: 00734 - SCOTT WALTON | | |
| Fund: 631 - WASTEWATER | | |
| EQUIP MAINT | EQUIPMENT MAINTENANCE | 109.00 |
| | | Fund 631 - WASTEWATER Total: 109.00 |
| | | Vendor 00734 - SCOTT WALTON Total: 109.00 |

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| Description (Payable) | Account Name | Amount |
|---|------------------------|----------------------------------|
| Vendor: 00852 - SCOTTS BLUFF COUNTY COURT | | |
| Fund: 111 - GENERAL | | |
| LEGAL FEES-PD | LEGAL FEES | 430.00 |
| | | Fund 111 - GENERAL Total: |
| | | 430.00 |
| Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total: | | |
| 430.00 | | |
| | | |
| Vendor: 00111 - SCOTTSBLUFF BODY & PAINT | | |
| Fund: 111 - GENERAL | | |
| VEH MAINT-PD | VEHICLE MAINTENANCE | 269.38 |
| | | Fund 111 - GENERAL Total: |
| | | 269.38 |
| Vendor 00111 - SCOTTSBLUFF BODY & PAINT Total: | | |
| 269.38 | | |
| | | |
| Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC | | |
| Fund: 111 - GENERAL | | |
| UNIFORMS-PD | UNIFORMS & CLOTHING | 22.00 |
| RETIREMENT PLAQUE - MEIER | DEPARTMENT SUPPLIES | 40.00 |
| | | Fund 111 - GENERAL Total: |
| | | 62.00 |
| Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total: | | |
| 62.00 | | |
| | | |
| Vendor: 00786 - SHERWIN WILLIAMS | | |
| Fund: 212 - STREETS | | |
| CREDIT ON REPAIR KIT | EQUIPMENT MAINTENANCE | -225.99 |
| REPAIR KIT FOR PAINT GUN | EQUIPMENT MAINTENANCE | 153.00 |
| | | Fund 212 - STREETS Total: |
| | | -72.99 |
| Vendor 00786 - SHERWIN WILLIAMS Total: | | |
| -72.99 | | |
| | | |
| Vendor: 01031 - SIMON CONTRACTORS | | |
| Fund: 212 - STREETS | | |
| CONCRETE FOR STREET REPAIR | STREET MAINTENANCE | 723.50 |
| CONCRETE FOR STREET REPAIR | STREET MAINTENANCE | 1,747.00 |
| CONCRETE FOR STREET REPAIR | STREET MAINTENANCE | 679.00 |
| RECYCLED BASE GRAVEL | STREET REPAIR SUPPLIES | 227.95 |
| CONCRETE FOR STREET REPAIR | STREET MAINTENANCE | 798.50 |
| CONCRETE FOR STREET REPAIR | STREET MAINTENANCE | 2,047.00 |
| CONCRETE FOR STREET REPAIR | STREET MAINTENANCE | 723.50 |
| CONCRETE FOR STREET REPAIR | STREET MAINTENANCE | 686.00 |
| | | Fund 212 - STREETS Total: |
| | | 7,632.45 |
| Vendor 01031 - SIMON CONTRACTORS Total: | | |
| 7,632.45 | | |
| | | |
| Vendor: 09617 - SOUCIE ANDREW | | |
| Fund: 111 - GENERAL | | |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | 127.00 |
| | | Fund 111 - GENERAL Total: |
| | | 127.00 |
| Vendor 09617 - SOUCIE ANDREW Total: | | |
| 127.00 | | |
| | | |
| Vendor: 00054 - STATE HEALTH LAB | | |
| Fund: 641 - WATER | | |
| SAMPLES | SAMPLES | 48.00 |
| | | Fund 641 - WATER Total: |
| | | 48.00 |
| Vendor 00054 - STATE HEALTH LAB Total: | | |
| 48.00 | | |
| | | |
| Vendor: 01235 - STATE OF NE. | | |
| Fund: 111 - GENERAL | | |
| CONTRACTUAL-PD | CONTRACTUAL SERVICES | 525.00 |
| | | Fund 111 - GENERAL Total: |
| | | 525.00 |
| Vendor 01235 - STATE OF NE. Total: | | |
| 525.00 | | |
| | | |
| Vendor: 01325 - THE PEAVEY CORP | | |
| Fund: 111 - GENERAL | | |
| INVEST SUPPL-PD | INVESTIGATIVE EXPENSES | 527.85 |

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| Description (Payable) | Account Name | Amount |
|---|------------------------|------------------|
| INVEST SUPPL-PD | INVESTIGATIVE EXPENSES | 106.00 |
| Fund 111 - GENERAL Total: | | 633.85 |
| Vendor 01325 - THE PEAVEY CORP Total: | | 633.85 |
| Vendor: 10383 - U AND U TRUCKING LLC | | |
| Fund: 621 - ENVIRONMENTAL SERVICES | | |
| Contractual Services-SAN | CONTRACTUAL SERVICES | 1,102.00 |
| Contractual Services-SAN | CONTRACTUAL SERVICES | 1,232.24 |
| Fund 621 - ENVIRONMENTAL SERVICES Total: | | 2,334.24 |
| Vendor 10383 - U AND U TRUCKING LLC Total: | | 2,334.24 |
| Vendor: 09865 - UNION BANK & TRUST | | |
| Fund: 713 - CASH & INVESTMENT POOL | | |
| RETIREMENT | REGULAR RETIRE EE PAY | 9,726.40 |
| RETIREMENT | REGULAR RETIRE EE PAY | 8,948.36 |
| RETIREMENT | DEFERRED COMP EE PAY | 2,408.62 |
| RETIREMENT | DEFERRED COMP EE PAY | 1,527.62 |
| RETIREMENT | DEFERRED COMP EE PAY | 107.70 |
| RETIREMENT | RETIRE FIRE EE PAYABLE | 2,656.41 |
| RETIREMENT | RETIRE POLICE EE PAY | 7,665.20 |
| RETIREMENT | RETIRE POLICE EE PAY | 6,840.14 |
| Fund 713 - CASH & INVESTMENT POOL Total: | | 39,880.45 |
| Vendor 09865 - UNION BANK & TRUST Total: | | 39,880.45 |
| Vendor: 08828 - US BANK | | |
| Fund: 111 - GENERAL | | |
| Prgmg. | PROGRAMMING | 141.87 |
| Bldg. Main. | BUILDING MAINTENANCE | 31.98 |
| INVEST SUPPL-PD | INVESTIGATIVE EXPENSES | 85.49 |
| Prgmg. | PROGRAMMING | 706.34 |
| HELMET SHIELDS - NEW PERS... | DEPARTMENT SUPPLIES | 328.78 |
| Coll. | COLLECTIONS | 312.05 |
| Coll. | COLLECTIONS | 11.05 |
| UNIFORMS-PD | UNIFORMS & CLOTHING | 170.91 |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | 538.00 |
| Dep. Sup. | DEPARTMENT SUPPLIES | 27.50 |
| Bldg. Main. | BUILDING MAINTENANCE | 15.99 |
| VEH MAINT-PD | VEHICLE MAINTENANCE | 19.75 |
| EQUIP MAINT-PD | EQUIPMENT MAINTENANCE | 14.00 |
| GASOLINE-PD | GASOLINE | 38.00 |
| EQUIP MAINT-PD | EQUIPMENT MAINTENANCE | 198.92 |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | 1,201.96 |
| DS Zach - American Planning ... | MEMBERSHIPS | 781.00 |
| MOBILE FOOD INSPECTION D... | DEPARTMENT SUPPLIES | 27.50 |
| Coll. | COLLECTIONS | 19.96 |
| GASOLINE-PD | GASOLINE | 46.24 |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | 235.00 |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | 1,502.45 |
| Dep. Sup. | DEPARTMENT SUPPLIES | 16.69 |
| SHIPPING MX6 FOR REPAIR | POSTAGE | 14.07 |
| HOSE REEL MOTOR- ENGINE 2 | DEPARTMENT SUPPLIES | 331.54 |
| DEPT SUPP ADM | DEPARTMENT SUPPLIES | 73.98 |
| VEH MAINT-PD | VEHICLE MAINTENANCE | 25.00 |
| Dep. Sup. | DEPARTMENT SUPPLIES | 30.99 |
| Dep. Sup. | DEPARTMENT SUPPLIES | 13.58 |
| MEMBERSHIP RENEWAL - FIN... | MEMBERSHIPS | 190.00 |
| UNIFORMS-PD | UNIFORMS & CLOTHING | 107.92 |
| Bis. Trvl. | BUSINESS TRAVEL | 45.50 |
| Bis. Trvl. | BUSINESS TRAVEL | 111.96 |
| Bis. Trvl. | BUSINESS TRAVEL | 111.96 |
| Bis. Trvl. | BUSINESS TRAVEL | 111.96 |

Expense Approval Report

Post Dates: 8/22/2023 - 9/5/2023

| Description (Payable) | Account Name | Amount |
|---|------------------------|------------------|
| Bis. Trvl. | BUSINESS TRAVEL | 111.96 |
| POSTAGE-PD | POSTAGE | 136.96 |
| DEPT SUPPL-PD | DEPARTMENT SUPPLIES | 279.99 |
| Special Events-REC | SPECIAL EVENTS | 54.50 |
| Dep. Sup. | DEPARTMENT SUPPLIES | 15.51 |
| INVEST SUPPL-PD | INVESTIGATIVE EXPENSES | 39.98 |
| Bis. Trvl. | BUSINESS TRAVEL | 58.60 |
| Bis. Trvl. | BUSINESS TRAVEL | 111.96 |
| Bis. Trvl. | BUSINESS TRAVEL | 111.96 |
| Bis. Trvl. | BUSINESS TRAVEL | 111.96 |
| Bis. Trvl. | BUSINESS TRAVEL | 111.96 |
| DEPT SUPPL-PD | DEPARTMENT SUPPLIES | 30.98 |
| ADOBE PRO SUBSCRIPTION R... | DEPARTMENT SUPPLIES | 256.67 |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | 35.00 |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | 35.00 |
| THREE RING BINDERS - STATI... | DEPARTMENT SUPPLIES | 25.99 |
| BUSINESS CARDS - PERALES | DEPARTMENT SUPPLIES | 14.99 |
| Sch. & Conf. | SCHOOL & CONFERENCE | 49.95 |
| TURBO AND ACTUATOR - ENG... | VEHICLE MAINTENANCE | 4,034.00 |
| EQUIP MAINT-PD | EQUIPMENT MAINTENANCE | 585.50 |
| SCHOOL & CONF CM | SCHOOL & CONFERENCE | 35.51 |
| Jan. Sup. | JANITORIAL SUPPLIES | 23.95 |
| Dep. Sup. | DEPARTMENT SUPPLIES | 23.31 |
| SCHOOL & CONF CM | SCHOOL & CONFERENCE | 64.20 |
| Fund 111 - GENERAL Total: | | 14,000.28 |
| Fund: 212 - STREETS | | |
| OFFICE SUPP - PAPER, P.TOWE... | DEPARTMENT SUPPLIES | 149.91 |
| SUPP - BATTERIES | DEPARTMENT SUPPLIES | 19.99 |
| BRAKE VALVE FOR PICKUP | VEHICLE MAINTENANCE | 50.00 |
| Fund 212 - STREETS Total: | | 219.90 |
| Fund: 215 - SPECIAL PROJECTS | | |
| K9 SUPPL-PD | DEPARTMENT SUPPLIES | 70.00 |
| DEPT SUPPL-PD | DEPARTMENT SUPPLIES | 743.97 |
| Fund 215 - SPECIAL PROJECTS Total: | | 813.97 |
| Fund: 631 - WASTEWATER | | |
| DEPT SUP | DEPARTMENT SUPPLIES | 198.97 |
| SCHOOLS & CONF | SCHOOL & CONFERENCE | 1,650.00 |
| DEPT SUP | DEPARTMENT SUPPLIES | 149.78 |
| Fund 631 - WASTEWATER Total: | | 1,998.75 |
| Fund: 641 - WATER | | |
| SCHOOLS & CONF | SCHOOL & CONFERENCE | 450.00 |
| DEPT SUP | DEPARTMENT SUPPLIES | 161.44 |
| DEPT SUP | DEPARTMENT SUPPLIES | 56.68 |
| Fund 641 - WATER Total: | | 668.12 |
| Fund: 661 - STORMWATER | | |
| SW Leann - Ship Walter Walle... | POSTAGE | 171.04 |
| Fund 661 - STORMWATER Total: | | 171.04 |
| Vendor 08828 - US BANK Total: | | 17,872.06 |
| Vendor: 00022 - WALMART | | |
| Fund: 111 - GENERAL | | |
| DEPT SUPP ADM/DS | DEPARTMENT SUPPLIES | 75.88 |
| DEPT SUPP ADM/DS | DEPARTMENT SUPPLIES | 20.00 |
| Prgmg. | PROGRAMMING | 55.05 |
| Department Supplies-REC | DEPARTMENT SUPPLIES | 17.94 |
| EQUIP MAINT-PD | EQUIPMENT MAINTENANCE | 119.64 |
| DRINKING WATER, BATTERIES,... | DEPARTMENT SUPPLIES | 108.82 |
| Fund 111 - GENERAL Total: | | 397.33 |

Expense Approval Report

Post Dates: 8/22/2023 - 9/5/2023

| Description (Payable) | Account Name | Amount |
|--|-----------------------|--|
| Fund: 631 - WASTEWATER | | |
| DEPT SUP | DEPARTMENT SUPPLIES | 160.34 |
| DEPT SUP | DEPARTMENT SUPPLIES | 105.14 |
| | | Fund 631 - WASTEWATER Total: 265.48 |
| | | Vendor 00022 - WALMART Total: 662.81 |
| | | |
| Vendor: 00262 - WESTERN NE COMMUNITY COLLEGE | | |
| Fund: 111 - GENERAL | | |
| EMT BASIC COURSE - MUNOZ | SCHOOL & CONFERENCE | 1,175.00 |
| | | Fund 111 - GENERAL Total: 1,175.00 |
| | | Vendor 00262 - WESTERN NE COMMUNITY COLLEGE Total: 1,175.00 |
| | | |
| Vendor: 08851 - WHITING SIGNS | | |
| Fund: 218 - PUBLIC SAFETY | | |
| CIP-EOD TRUCK | DEPARTMENT SUPPLIES | 228.50 |
| | | Fund 218 - PUBLIC SAFETY Total: 228.50 |
| | | Vendor 08851 - WHITING SIGNS Total: 228.50 |
| | | |
| Vendor: 09559 - WILSON T RONALD | | |
| Fund: 111 - GENERAL | | |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | 127.00 |
| | | Fund 111 - GENERAL Total: 127.00 |
| | | Vendor 09559 - WILSON T RONALD Total: 127.00 |
| | | |
| Vendor: 09961 - WRIGHT MICHAEL | | |
| Fund: 111 - GENERAL | | |
| Bis. Trvl. | BUSINESS TRAVEL | 30.13 |
| | | Fund 111 - GENERAL Total: 30.13 |
| | | Vendor 09961 - WRIGHT MICHAEL Total: 30.13 |
| | | |
| Vendor: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT | | |
| Fund: 111 - GENERAL | | |
| EQUIP MAINT PARK | EQUIPMENT MAINTENANCE | 40.99 |
| | | Fund 111 - GENERAL Total: 40.99 |
| | | Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total: 40.99 |
| | | Grand Total: 384,582.24 |

Report Summary

Fund Summary

| Fund | Expense Amount | Payment Amount |
|------------------------------|-------------------|-------------------|
| 111 - GENERAL | 58,043.77 | 8.63 |
| 212 - STREETS | 9,898.22 | 0.00 |
| 213 - CEMETERY | 55.53 | 0.00 |
| 215 - SPECIAL PROJECTS | 848.45 | 0.00 |
| 218 - PUBLIC SAFETY | 1,990.49 | 0.00 |
| 224 - ECONOMIC DEVELOPMENT | 75.47 | 0.00 |
| 411 - CDBG | 2,169.14 | 0.00 |
| 621 - ENVIRONMENTAL SERVICES | 3,249.02 | 0.00 |
| 631 - WASTEWATER | 82,196.45 | 0.00 |
| 641 - WATER | 28,948.61 | 0.00 |
| 661 - STORMWATER | 2,423.35 | 0.00 |
| 713 - CASH & INVESTMENT POOL | 122,765.02 | 122,765.02 |
| 721 - GIS SERVICES | 0.47 | 0.00 |
| 812 - HEALTH INSURANCE | 71,918.25 | 27,801.72 |
| Grand Total: | 384,582.24 | 150,575.37 |

Account Summary

| Account Number | Account Name | Expense Amount | Payment Amount |
|----------------|------------------------|----------------|----------------|
| 111-21216 | LIQUOR LICENSE PAYABLE | 150.00 | 0.00 |
| 111-41116-000 | OTHER OCCUPATION TAX | 300.00 | 0.00 |
| 111-52111-111 | DEPARTMENT SUPPLIES | 171.49 | 8.63 |
| 111-52111-116 | DEPARTMENT SUPPLIES | 95.00 | 0.00 |
| 111-52111-121 | DEPARTMENT SUPPLIES | 20.00 | 0.00 |
| 111-52111-141 | DEPARTMENT SUPPLIES | 1,437.03 | 0.00 |
| 111-52111-142 | DEPARTMENT SUPPLIES | 564.03 | 0.00 |
| 111-52111-151 | DEPARTMENT SUPPLIES | 455.08 | 0.00 |
| 111-52111-171 | DEPARTMENT SUPPLIES | 42.54 | 0.00 |
| 111-52111-172 | DEPARTMENT SUPPLIES | 504.69 | 0.00 |
| 111-52121-151 | JANITORIAL SUPPLIES | 35.94 | 0.00 |
| 111-52134-172 | SPECIAL EVENTS | 54.50 | 0.00 |
| 111-52163-142 | INVESTIGATIVE EXPENSES | 1,021.39 | 0.00 |
| 111-52181-142 | UNIFORMS & CLOTHING | 552.83 | 0.00 |
| 111-52221-151 | AUDIOVISUAL SUPPLIES | 78.50 | 0.00 |
| 111-52222-151 | COLLECTIONS | 2,257.71 | 0.00 |
| 111-52223-151 | PROGRAMMING | 903.26 | 0.00 |
| 111-52225-151 | SUBSCRIPTIONS | 1,702.18 | 0.00 |
| 111-52311-111 | MEMBERSHIPS | 190.00 | 0.00 |
| 111-52311-121 | MEMBERSHIPS | 1,053.00 | 0.00 |
| 111-52311-171 | MEMBERSHIPS | 10.00 | 0.00 |
| 111-52411-141 | POSTAGE | 14.07 | 0.00 |
| 111-52411-142 | POSTAGE | 136.96 | 0.00 |
| 111-52511-142 | GASOLINE | 84.24 | 0.00 |
| 111-53111-116 | CONTRACTUAL SERVICES | 238.00 | 0.00 |
| 111-53111-141 | CONTRACTUAL SERVICES | 4,742.00 | 0.00 |
| 111-53111-142 | CONTRACTUAL SERVICES | 730.34 | 0.00 |
| 111-53111-143 | CONTRACTUAL SERVICES | 1,889.59 | 0.00 |
| 111-53111-151 | CONTRACTUAL SERVICES | 267.94 | 0.00 |
| 111-53111-172 | CONTRACTUAL SERVICES | 6,656.07 | 0.00 |
| 111-53121-142 | CONSULTING SERVICES | 140.00 | 0.00 |
| 111-53211-142 | LEGAL FEES | 463.10 | 0.00 |
| 111-53421-141 | BUILDING MAINTENANCE | 65.75 | 0.00 |
| 111-53421-142 | BUILDING MAINTENANCE | 65.75 | 0.00 |
| 111-53421-151 | BUILDING MAINTENANCE | 47.97 | 0.00 |
| 111-53441-111 | EQUIPMENT MAINTENA... | 72.35 | 0.00 |
| 111-53441-142 | EQUIPMENT MAINTENA... | 918.06 | 0.00 |
| 111-53441-171 | EQUIPMENT MAINTENA... | 1,165.81 | 0.00 |
| 111-53451-141 | VEHICLE MAINTENANCE | 8,937.80 | 0.00 |

Account Summary

| Account Number | Account Name | Expense Amount | Payment Amount |
|----------------|------------------------|----------------|----------------|
| 111-53451-142 | VEHICLE MAINTENANCE | 314.13 | 0.00 |
| 111-53471-171 | GROUNDS MAINTENAN... | 2,389.70 | 0.00 |
| 111-53511-171 | ELECTRICITY | 56.07 | 0.00 |
| 111-53521-111 | HEATING FUEL | 44.22 | 0.00 |
| 111-53521-142 | HEATING FUEL | 38.60 | 0.00 |
| 111-53521-151 | HEATING FUEL | 82.41 | 0.00 |
| 111-53521-171 | HEATING FUEL | 38.60 | 0.00 |
| 111-53521-172 | HEATING FUEL | 2,211.10 | 0.00 |
| 111-53561-111 | PHONE & INTERNET | 3.29 | 0.00 |
| 111-53561-112 | PHONE & INTERNET | 0.94 | 0.00 |
| 111-53561-114 | PHONE & INTERNET | 0.47 | 0.00 |
| 111-53561-115 | PHONE & INTERNET | 0.47 | 0.00 |
| 111-53561-121 | PHONE & INTERNET | 2.35 | 0.00 |
| 111-53561-141 | PHONE & INTERNET | 4.36 | 0.00 |
| 111-53561-142 | PHONE & INTERNET | 1,494.84 | 0.00 |
| 111-53561-151 | PHONE & INTERNET | 7.37 | 0.00 |
| 111-53561-171 | PHONE & INTERNET | 2.35 | 0.00 |
| 111-53561-172 | PHONE & INTERNET | 2.35 | 0.00 |
| 111-53571-141 | CELLULAR PHONE | 272.94 | 0.00 |
| 111-53711-114 | SCHOOL & CONFERENCE | 159.71 | 0.00 |
| 111-53711-141 | SCHOOL & CONFERENCE | 1,210.00 | 0.00 |
| 111-53711-142 | SCHOOL & CONFERENCE | 4,084.41 | 0.00 |
| 111-53711-151 | SCHOOL & CONFERENCE | 49.95 | 0.00 |
| 111-53721-151 | BUSINESS TRAVEL | 1,090.17 | 0.00 |
| 111-53741-112 | TUITION SUPPORT | 700.00 | 0.00 |
| 111-53751-114 | COMMUNITY DEVELOP... | 4,968.00 | 0.00 |
| 111-54311-171 | STRUCTURES | 580.00 | 0.00 |
| 212-52111-212 | DEPARTMENT SUPPLIES | 2,044.05 | 0.00 |
| 212-52171-212 | STREET REPAIR SUPPLIES | 227.95 | 0.00 |
| 212-53111-212 | CONTRACTUAL SERVICES | 35.02 | 0.00 |
| 212-53441-212 | EQUIPMENT MAINTENA... | -72.99 | 0.00 |
| 212-53451-212 | VEHICLE MAINTENANCE | 50.00 | 0.00 |
| 212-53491-212 | STREET MAINTENANCE | 7,404.50 | 0.00 |
| 212-53521-212 | HEATING FUEL | 203.11 | 0.00 |
| 212-53561-212 | PHONE & INTERNET | 6.58 | 0.00 |
| 213-52111-213 | DEPARTMENT SUPPLIES | 54.59 | 0.00 |
| 213-53561-213 | PHONE & INTERNET | 0.94 | 0.00 |
| 215-52111-142 | DEPARTMENT SUPPLIES | 848.45 | 0.00 |
| 218-52111-142 | DEPARTMENT SUPPLIES | 1,990.49 | 0.00 |
| 224-52311-114 | MEMBERSHIPS | 75.00 | 0.00 |
| 224-53561-113 | PHONE & INTERNET | 0.47 | 0.00 |
| 411-54991-411 | GRANT EXPENSE | 2,169.14 | 0.00 |
| 621-52111-621 | DEPARTMENT SUPPLIES | 366.00 | 0.00 |
| 621-52181-621 | UNIFORMS & CLOTHING | 200.00 | 0.00 |
| 621-53111-621 | CONTRACTUAL SERVICES | 2,359.50 | 0.00 |
| 621-53441-621 | EQUIPMENT MAINTENA... | 245.85 | 0.00 |
| 621-53521-621 | HEATING FUEL | 73.43 | 0.00 |
| 621-53561-621 | PHONE & INTERNET | 4.24 | 0.00 |
| 631-52111-631 | DEPARTMENT SUPPLIES | 3,150.76 | 0.00 |
| 631-53111-631 | CONTRACTUAL SERVICES | 157.00 | 0.00 |
| 631-53441-631 | EQUIPMENT MAINTENA... | 3,969.32 | 0.00 |
| 631-53451-631 | VEHICLE MAINTENANCE | 8,146.74 | 0.00 |
| 631-53461-631 | FACILITY REPAIRS | 52,650.00 | 0.00 |
| 631-53531-631 | ELECTRIC POWER | 12,350.74 | 0.00 |
| 631-53561-631 | PHONE & INTERNET | 1.89 | 0.00 |
| 631-53711-631 | SCHOOL & CONFERENCE | 1,650.00 | 0.00 |
| 631-59211-631 | LICENSE/PERMITS | 120.00 | 0.00 |
| 641-52111-641 | DEPARTMENT SUPPLIES | 1,074.10 | 0.00 |

Account Summary

| Account Number | Account Name | Expense Amount | Payment Amount |
|----------------|--------------------------|-------------------|-------------------|
| 641-52117-641 | SAMPLES | 464.00 | 0.00 |
| 641-52411-641 | POSTAGE | 339.36 | 0.00 |
| 641-52611-641 | CHEMICALS | 1,712.61 | 0.00 |
| 641-53451-641 | VEHICLE MAINTENANCE | 6,761.15 | 0.00 |
| 641-53521-641 | HEATING FUEL | 154.40 | 0.00 |
| 641-53531-641 | ELECTRIC POWER | 11,522.94 | 0.00 |
| 641-53561-641 | PHONE & INTERNET | 1.89 | 0.00 |
| 641-53711-641 | SCHOOL & CONFERENCE | 450.00 | 0.00 |
| 641-54411-641 | EQUIPMENT | 6,468.16 | 0.00 |
| 661-52411-661 | POSTAGE | 171.04 | 0.00 |
| 661-53461-661 | FACILITY REPAIRS | 2,250.00 | 0.00 |
| 661-53561-661 | PHONE & INTERNET | 2.31 | 0.00 |
| 713-21512 | MEDICARE W/H EE PAY... | 9,162.90 | 9,162.90 |
| 713-21513 | FICA W/H EE PAYABLE | 34,285.06 | 34,285.06 |
| 713-21514 | FED W/H EE PAYABLE | 28,901.79 | 28,901.79 |
| 713-21524 | SMEC EE PAYABLE | 96.15 | 96.15 |
| 713-21527 | WAGE ATTACHMENT EE ... | 382.76 | 382.76 |
| 713-21528 | REGULAR RETIRE EE PAY | 18,674.76 | 18,674.76 |
| 713-21529 | DEFERRED COMP EE PAY | 4,043.94 | 4,043.94 |
| 713-21531 | RETIRE FIRE EE PAYABLE | 2,656.41 | 2,656.41 |
| 713-21533 | RETIRE POLICE EE PAY | 14,505.34 | 14,505.34 |
| 713-21541 | HSA EE PAYABLE | 10,055.91 | 10,055.91 |
| 721-53561-721 | PHONE & INTERNET | 0.47 | 0.00 |
| 812-53861-112 | PREMIUM EXPENSE | 44,116.53 | 0.00 |
| 812-53862-112 | CLAIMS EXPENSE | 27,301.72 | 27,301.72 |
| 812-53863-112 | FLEXIBLE BENFT EXPENS... | 500.00 | 500.00 |
| | Grand Total: | 384,582.24 | 150,575.37 |

Project Account Summary

| Project Account Key | Expense Amount | Payment Amount |
|---------------------|---------------------|-------------------|
| **None** | 383,731.48 | 150,575.37 |
| 2118152111 | 743.97 | 0.00 |
| 2122152111 | 104.48 | 0.00 |
| 6002053561 | 2.31 | 0.00 |
| | Grand Total: | 384,582.24 |
| | | 150,575.37 |

WARRANT OF THE CITY OF SCOTTSBLUFF, NEBRASKA
TO: Treasurer City of Scottsbluff, Nebraska

No. 2023-1

September 5, 2023

Pay To: M.C. Schaff & Associates, Inc.

30,618.00

Thirty thousand six hundred eighteen and 00/100-----

AND CHARGE TO THE DEBT SERVICE FUND OF THE CITY.

IF THIS WARRANT IS REGISTERED BY THE CITY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:

THIS WARRANT SHALL DRAW INTEREST AT A RATE OF 0.00% PER CENTUM PER ANNUM FROM DATE OF REGISTRATION

UNTIL PAID, PAYABLE UPON REDEMPTION HEREOF. PAYMENT OF PRINCIPAL AND ACCRUED INTEREST THEN DUE SHALL BE

MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT.

THIS WARRANT SHALL BECOME DUE ON SEPTEMBER 5, 2023

THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS: CITY OF SCOTTSBLUFF, NEBRASKA

PD#314 - engineering

Mayor

Clerk



Part of the MCS Family of Companies
 818 South Beltline Highway East
 Scottsbluff, NE 69361
 Phone (308) 635-1926
 www.mcschaff.com

August 28, 2023
 Project No: RM220174-00
 Invoice No: 0000023234

City of Scottsbluff
 2525 Circle Dr.
 Scottsbluff, NE 69361

Project RM220174-00 Paving District No. 314 - City of Scottsbluff (28th Street and Avenue K)

Professional Services through August 25, 2023

| | | | | |
|------------|-----|--------------------------------|---------------------------|--------------------|
| Phase | 001 | Paving District No. 314 | | |
| Fee | | | | \$30,618.00 |
| | | | Total this Phase | \$30,618.00 |
| | | | Total this Invoice | \$30,618.00 |

Billings to Date

| | Current | Prior | Total | Received | A/R Balance |
|---------------|--------------------|--------------|--------------------|-----------------|--------------------|
| Fee | \$30,618.00 | 0.00 | \$30,618.00 | | |
| Totals | \$30,618.00 | 0.00 | \$30,618.00 | 0.00 | \$30,618.00 |

Due upon receipt - 1.5% per month interest charged on all accounts 30 days past due. Tax ID# 47-0529287

WARRANT OF THE CITY OF SCOTTSBLUFF, NEBRASKA
TO: Treasurer City of Scottsbluff, Nebraska

No. 2023-2

September 5, 2023

Pay To: M.C. Schaff & Associates, Inc.

1,990.00

One thousand nine hundred ninety and 00/100-----

AND CHARGE TO THE DEBT SERVICE FUND OF THE CITY.

IF THIS WARRANT IS REGISTERED BY THE CITY TREASURER, THE FOLLOWING PROVISIONS SHALL APPLY:

THIS WARRANT SHALL DRAW INTEREST AT A RATE OF 0.00% PER CENTUM PER ANNUM FROM DATE OF REGISTRATION

UNTIL PAID, PAYABLE UPON REDEMPTION HEREOF. PAYMENT OF PRINCIPAL AND ACCRUED INTEREST THEN DUE SHALL BE

MADE UPON PRESENTATION OF THIS WARRANT TO THE PAYING AGENT.

THIS WARRANT SHALL BECOME DUE ON SEPTEMBER 5, 2023

THE PAYING AGENT AND REGISTRAR FOR THIS WARRANT IS: CITY OF SCOTTSBLUFF, NEBRASKA

SD#167 - engineering

Mayor

Clerk



Part of the MCS Family of Companies
 818 South Beltline Highway East
 Scottsbluff, NE 69361
 Phone (308) 635-1926
 www.mcschaff.com

August 28, 2023
 Project No: RM220174-00
 Invoice No: 0000023235

City of Scottsbluff
 2525 Circle Dr.
 Scottsbluff, NE 69361

Project RM220174-00 Sanitary Sewer Improvement District No. 167

Professional Services through August 25, 2023

| | | | | |
|------------|-----|--|---------------------------|-------------------|
| Phase | 002 | Sanitary Sewer District No. 167 | | |
| Fee | | | | \$1,990.00 |
| | | | Total this Phase | \$1,990.00 |
| | | | Total this Invoice | \$1,990.00 |

Billings to Date

| | Current | Prior | Total | Received | A/R Balance |
|---------------|-------------------|--------------|-------------------|-----------------|--------------------|
| Fee | \$1,990.00 | 0.00 | \$1,990.00 | | |
| Totals | \$1,990.00 | 0.00 | \$1,990.00 | 0.00 | \$1,990.00 |

Due upon receipt - 1.5% per month interest charged on all accounts 30 days past due. Tax ID# 47-0529287

UTILITY REFUND 9-5-23

| Account # | Contact | Service Address | Refund Amount |
|-------------|------------------|------------------------------------|---------------|
| 005-2389-14 | KIMBERLY KERSHAW | 309 W 19TH ST SCOTTSBLUFF NE 69361 | 5.35 |
| 1 | | | \$5.35 |

City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

Regular Meeting

Item Public Inp1

Council to recognize outgoing Finance Director Elizabeth Loutzenhiser for her years of service to the City of Scottsbluff.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

Regular Meeting

Item Reports1

**Council to discuss and consider action on the contract with
Scottsbluff Firefighters Local #1454 and authorize the Mayor to
sign the Contract.**

Staff Contact: Cami Kite, Human Resources Director

Contract between
the Scottsbluff Firefighters Local #1454
and the City of Scottsbluff



Scottsbluff Firefighters
City of Scottsbluff, Nebraska

October 1, 2023 — September 30, 2026

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AGREEMENT

THIS AGREEMENT is between the City of Scottsbluff (hereinafter referred to as the “City”, and Scottsbluff Firefighters Local #1454 (hereinafter referred to as the “Union” and amends and replaces in its entirety the agreement dated October 1, 2023 – September 30, 2026, including any and all amendments.

ARTICLE I UNION RECOGNITION

The City of Scottsbluff, Nebraska, a municipal corporation, recognizes Firefighters Local #1454 as the sole and exclusive bargaining representative for all fulltime Firefighters holding positions or classification subordinate to the Fire Chief.

ARTICLE II MANAGEMENT RIGHTS

Nothing in this Contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City under the laws of the State of Nebraska and the ordinances of the City. The City shall not be deemed to have agreed to any restrictions upon the manner of exercising such powers and duties other than those clearly specified in the Contract.

The reserved rights, powers, and authority of the City include, but are not limited to the following:

1. The rights to determine, effectuate, and implement the objectives and goals of the City;
2. The rights to manage and supervise all operations and functions of the City;
3. The right to establish, allocate, schedule, assign, modify, change and discontinue City operations, work shifts, and working hours, including overtime hours;
4. The right to establish, modify, change, and discontinue work standards; however, NFPA Standards remain the guideline and goal.
5. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or reduction of funds;
6. The right to increase, reduce, change, modify, and alter the composition and size of the work force;
7. The right to determine, establish, change, modify, and implement policies for the selection, training, and promotion of employees;
8. The right to create, establish, change, modify, and discontinue any City function, operation and department.
9. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of City property and personnel;

10. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this Contract.
11. The right to establish reasonable work rules.
12. If it is determined that there is a conflict between the Personnel Rules and Regulations or Administrative Regulations and the provisions of this Contract, the Contract will govern until changes incorporated in the Personnel Rules and Regulations are specifically addressed in the Contract.
13. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies which are not in direct conflict with any provision of this Contract;
14. The right to determine and enforce employee's quality and quantity standards;

ARTICLE III DISCIPLINE AND DISCHARGE

The procedure(s) for discipline and/or discharge shall be in accordance with the Civil Service Rules and Regulations and Nebraska Statutes.

The CITY shall provide each employee represented by this Union a copy of the Civil Service Rules and Regulations and approval by the commission of any amendments.

ARTICLE IV FIREFIGHTER'S BILL OF RIGHTS

This bill of rights will be used only in the event that disciplinary action is being considered. Minor issues shall be handled through open communication and narrative.

1. Prior to any questioning, as above, the employee shall receive reasonable advanced written notice regarding the circumstances upon which the proposed discipline may be based. Should the questioning be based upon a citizen's complaint, the complainant must submit so in writing, and the employee shall be entitled to receive a copy of the citizen's complaint before questioning.
2. The employee shall have the right to be compensated for actual time spent in interrogation unless the employee is on his/her regular duty shift and shall be informed of the name and rank of any persons conducting the interrogation.
3. The employee shall have the right to the presence of UNION representative and/or UNION attorney during the interrogation, and such representative shall have a reasonable right to be heard.
4. Only one person may be allowed to conduct the interrogation and direct questions to the employee at any given time.

5. The interrogation session shall be limited to a total of two (2) hours unless the employee agrees to further interrogation. Further, the employee shall be allowed a fifteen (15) minute break after each forty-five (45) minutes of interrogation. The employee shall also have the right during the interrogation to be allowed to attend to his/her own physical necessities.
6. The employee shall not be subjected to any offensive language, nor shall he/she be threatened with dismissal, transfer, or other disciplinary punishment as an attempt to obtain his/her resignation, nor shall he/she be intimidated in any manner. No promises or rewards shall be made as an inducement to answer questions. Nothing in this section, however, shall prohibit CITY from ordering an employee to answer questions. Furthermore, nothing in this section shall preclude the CITY from informing the employee that refusal to answer questions or to comply with any lawful order shall be new and separate grounds for discipline up to and including termination.
7. The employee shall not have the right to record in any manner the interrogation. If CITY records the interrogation, either a transcript or a duplicate recording of the interrogation shall be provided to the employee at the CITY'S expense if disciplinary action is taken against the employee. The employee, or the UNION, must request such transcript or duplicate recording be provided, and, in that event, CITY will so provide within ten (10) working days. If the UNION makes the request, the affected employee must agree.

**ARTICLE V
CHECK-OFF**

The City shall deduct regular Union dues from the pay of each employee covered by this contract, provided that at the time of such deduction there is in possession of the City a current un-revoked written assignment, executed by the employee, on a form provided by the Union and approved by the City. Such authorization may be revoked by the employee at any time by giving written notice thereof to the City.

The Union dues shall be deducted for 24 pay periods (twice a month) during the year and will within ten (10) days be remitted to the duly designated Union official. The Union official unless otherwise agreed shall be the treasurer. The Union shall advise the City in writing of any changes in the amount of the dues.

The City agrees to provide this service without charge to the Union.

**ARTICLE VI
BULLETIN BOARD**

The City shall permit the Union to provide one bulletin board at a location designated by the Fire Chief, for the posting of Union meetings and elections, reports of Union committees, and other notices or announcements that would be of benefit or interest to each employee. All posted notices shall be on Union stationery and signed by an officer of the union.

Posted notices shall not contain anything political, discriminatory, or anything reflecting adversely upon the City or any of its employees. Any Union authorized violation shall entitle the City to cancel immediately the provisions of the Article and prohibit the Union further use of the bulletin board.

The bulletin board shall be for the exclusive use of the Union.

**ARTICLE VII
BARGAINING/NEGOTIATIONS AND BUSINESS**

Members of the Scottsbluff Firefighters who are part of the bargaining committee, not to exceed four in number, shall be allowed to participate in labor negotiations with pay while on duty. Time spent in negotiations shall be scheduled with the Fire Chief at least 24 hours in advance. Time spent in negotiations shall not interfere with members' regularly scheduled maintenance and operations duties, and should not conflict with scheduled training. Time spent in negotiations shall be minimized so as not to interfere with normal daily duties of the members.

Members shall be allowed to participate with pay in labor/management collaboration activities while on duty. These activities will typically be scheduled in advance at a time mutually agreeable to both labor and management representatives. The purpose of these collaboration activities is to create a non-confrontational and on-going dialogue between labor and management to solve problems and resolve issues.

Whether participating in labor negotiations or labor/management collaboration activities, all on-duty members shall at all times be equipped to respond instantaneously to a call for service. If possible, and subject to scheduling by the Shift Commander, members involved in labor negotiations will not be the first unit to respond to a call for service.

Except as expressly authorized by the Fire Chief, overtime shall not be accrued due to bargaining unit activities. In no case shall off-duty members receive compensation for time spent in bargaining unit activities.

**ARTICLE VIII
WAGES**

Wages for the positions of Firefighter, Fire Lieutenant and Fire Captain will refer to the Pay Resolution as an attachment to the agreement.

- Pay Steps: Step 1 – Introductory/Probation Period
Step 2 – Completion Introductory Period/Probation Period
Step 3 – 1 Year at Step 2
Step 4 – 1 Year at Step 3
Step 5 – 1 Year at Step 4
Step 6 – 1 Year at Step 5
Step 7 – 2 Years at Step 6
Step 8 – 3 Years at Step 7

**ARTICLE IX
OVERTIME AND CALL BACK PAY**

- (1) Work performed by employees which in the aggregate exceeds 106 hours over a two week work period will be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate for the actual time worked in excess of 106 hours during each work period. No time taken as sick leave, sick leave to vacation conversion, military leave, bereavement leave, funeral leave, excused absence without pay, injury leave, or compensatory time-off shall be considered actual time worked for the purposes of calculating overtime.
- (2) Personal Leave shall count as hours worked for the purposes of calculating overtime.
- (3) For the purposes of calculating shift pay, if necessary for Fair Labor Standards Act purposes, no time taken as sick leave shall be considered actual time worked.
- (4) Emergency Overtime Pay: Work performed by employees in excess of two-hundred and twenty-four (224) hours per four weeks for emergency purposes that extends past the shift change ending at 7:00 A.M. will be compensated for a minimum of one (1) hour at the rate of one and one-half (1 1/2) times, or one and one-half (1 1/2) times the actual time worked performed by the employees in excess of one hundred and sixty-eight hours per three weeks for emergency purposes at that extends past the shift change ending at 7:00 A.M., will be compensated for a minimum of (1) hour at the rate one and one-half (1 1/2) times, or one and one-half (1 1/2) times the actual time worked, whichever is greater.
- (5) Call Back Pay: If an employee is called back to duty for emergency purpose (see "Definitions) during the employees off duty time and such time does not include any part of the shift of such employee, such employee will be paid for a minimum of one hour at a rate of double time, or double the actual time worked, whichever is greater.

- (6) Employees may be temporarily assigned to work during periods other than their regular shift for the purpose of in-service training, special assignment, etc. and such time shall not be included in call back pay but in regular overtime.
- (7) Compensatory time off shall be earned at the same rate as overtime pay. Employees shall be allowed to carry up to sixty (60) hours.

Definitions

- (1) **Emergency purpose:** Emergency purpose would include duties performed by an employee which are necessary for the immediate preservation of life or property.
- (2) **Non-Alarm:** Call to an employee for a minor emergency.
- (3) **City Alarm (Second Alarm):** Call to an employee involving the use of sirens, pagers, radios or telephones which notify them of an emergency situation.
- (4) **Call Back:** Response of an off-duty employee to a City Alarm.
- (5) A **work period** shall consist of 14 consecutive calendar days commencing at 7:00 a.m. on Monday and concluding on that hour on the 14th day.

**ARTICLE X
HOLIDAYS**

The following days are considered official holidays by the City of Scottsbluff and for firefighters will be paid on the basis of 12 hours of pay for each holiday.

| | |
|--------------------------------|--------------------------------------|
| 1. New Year’s Day | January 1 |
| 2. Martin Luther King, Jr. Day | 3 rd Monday of January |
| 3. President’s Day | 3 rd Monday of February |
| 4. Memorial Day | Last Monday of May |
| 5. Independence Day | July 4 th |
| 6. Labor Day | 1 st Monday of September |
| 7. Veteran’s Day | November 11 th |
| 8. Thanksgiving Day | 4 th Thursday of November |
| 9. Day after Thanksgiving | 4 th Friday of November |
| 10. Christmas Day | December 25 th |

**ARTICLE XI
VACATION LEAVE**

During the first year of employment vacation leave is not allowed, unless approved in advance by the Fire Chief.

Full time employees who work on a shift basis so as to average a 56-hour work week, will receive vacation leave as follows:

- 1 to 10 years: Five (5) work shifts (120 hours) per year
- 10 to 15 years: Seven (7) work shifts (168 hours) per year
- 15 to 20 years: Eight (8) work shifts (192 hours) per year
- After 20 years: Nine (9) work shifts (216 hours) per year

All vacation earned prior to the current pay period will be available for use, except for sick leave conversion time which must be used by December 31 of each year.

Maximum Accruals:

Firefighters with less than fifteen (15) years of service:

Accrued vacation leave shall not exceed (12) shifts (288 hours)

Firefighters with more than fifteen (15) years of service:

Accrued vacation leave shall not exceed fourteen (14) shifts (336 hours).

Accrued vacation time which would exceed such maximum accruals is automatically forfeited and canceled.

It is highly recommended all employees use at least three (3) consecutive shifts (72 hours) of annual vacation earned, unless the Department deems it necessary for the health and well being of the employee to mandate use of vacation.

ARTICLE XII

SICK LEAVE

Sick leave will accumulate at the rate of 24 hours or one working day of sick leave for each calendar month of service, for a total of 288 hours per year. Sick leave for fire personnel who work shifts may be accumulated up to 45 working shifts (1,080 hours) as of December 31 of any year.

ARTICLE XIII

SICK LEAVE CONVERSION

The present maximum accrual of sick leave as of December 31 of any year shall remain at 1,080 hours (90 days).

Any sick leave accumulated in excess of 1,080 hours (90 days) as of December 31 of any year may be converted to vacation leave at the rate of one additional hour of vacation for every three (3) hours of unused sick leave as of December 31 of any year.

ARTICLE XIV

SICK LEAVE INCENTIVE

When each full-time employee does not utilize any part of the annual 12 days sick leave during the course of a calendar year, beginning January 1, 2001, each employee will receive one additional shift (24) hours of vacation leave; provided, such additional leave will be included in determining the maximum accumulation of vacation to be allowed to be carried over from year to year.

**ARTICLE XV
SICK LEAVE AND SEPARATION OF EMPLOYMENT**

Upon separation of employment after 15 years of service, a member will be paid for forty (40) percent of accumulated sick leave not to exceed the equivalent of four (4) work weeks/224 hours.

**ARTICLE XVI
BEREAVEMENT LEAVE & FUNERAL LEAVE**

Bereavement leave not to exceed three (3) shifts (72 hours) may be granted for death of a member of the employee's immediate family (spouse, children, step-children, father, step-father, mother, step- mother, brother, sister, grandparent, grandchildren, mother-in-law, father-in-law or persons living in the same household.) The City Manager may authorize sick leave if circumstances or the travel distance from Scottsbluff warrants additional time.

Funeral Leave not to exceed 12 hours may be used for any person not included under immediate family for Bereavement Leave. This leave may be used in 15-minute increments and once the employee has exhausted this leave in a calendar year, they will be required to use other paid leave to attend a funeral or memorial service. This leave is not accumulative and no pay out is allowed if it isn't used for purpose it is intended in the calendar year.

**ARTICLE XVII
PERSONAL LEAVE**

Beginning January 1, twenty-four (24) hours of personal leave per year will be credited to each member of the bargaining unit to be scheduled and taken in accordance with the procedures to be set forth in writing by the Fire Chief. Personal leave is not cumulative from year to year. No compensation will be provided for unused personal leave hours.

**ARTICLE XVIII
JOB-RELATED INJURIES**

Workers' compensation reports must be filed and signed within 24 hours after the accident has taken place. After review by the injured/ill employee's supervisor, the completed report should be forwarded directly to the City's Risk Manager. It is the employee's responsibility to report ALL job-related injuries and illnesses, unless otherwise incapacitated, in which case the responsibility would fall on the direct supervisor.

Workers' compensation benefit payments are determined by state and federal regulation with usually a seven-day period prior to the start of a benefit payment.

An employee injured due to a job-related injury or disease will be required to take the first seven (7) days as sick leave. Once the Insurance Company determines the injury to be a work-related event the employee shall receive on-the-job injury paid leave from the City less the amount of any Workers Compensation payment, which is paid directly to the employee.

An employee may receive injury leave for a period not to exceed six (6) months of accumulated time when away from work as a result of a work-related injury. After six (6) months of accumulated injury leave within a two (2) year period, if that employee is unable to return to his/her present position or to another vacant position for which he/she is qualified, that individual may be terminated.

**ARTICLE XIX
LIFE INSURANCE/LONG TERM DISABILITY**

The City will provide a \$45,000 term life insurance policy for each full-time employee. The employee will be allowed an option to purchase an additional amount of insurance provided the premium for such optional coverage is paid by the employee. The City will provide long term disability insurance for each full-time employee based on each individual's annual wage.

**ARTICLE XX
HEALTH AND DENTAL INSURANCE**

The City will provide health insurance to members. Participation in these plans shall be subject to policies and procedures as established in the City Personnel Manual and/or Administrative Regulations. Members are provided with information to assist in making their plan selection. Refer to Health and Dental attachment to the Agreement for premium rates.

Union representatives will be invited (as non-voting members) to the Health Insurance Management Committee meeting to review plan year and be advised of recommendations made by the Health Insurance Committee which affect health/dental plans &/or premiums. The purpose of a union representative attending this meeting is to get immediate information about any changes to the plan. It is the responsibility of the Union President to notify the City within 7 days after the Health Insurance Committee meeting if the Union desires to re-open the contract to negotiate health &/or dental insurance, as allowed by Article XXVIII – Contract Language Re-Opener.

**ARTICLE XXI
DAMAGE TO EYEGLASSES/ WATCHES**

The City will provide a plan for members of the bargaining unit for payment of damages to eyeglasses when such eyeglasses are damaged or broken in the line of duty. The City will also provide for payment of damages to watches which are damaged or broken in the line of duty not to exceed twenty dollars (\$35.00) per incident.

**ARTICLE XXII
VACCINATIONS**

The City will provide a Hepatitis B vaccination program in compliance with state law, including a titer test and annual PPD test for TB.

**ARTICLE XXIII
PHYSICAL FITNESS**

A daily exercise program will be held during shift hours through a qualified fitness center (currently the YMCA). The physical fitness program, to include aerobic and weight training, will adhere to standards determined by the Fire Chief and be administered through department regulations.

**ARTICLE XXIV
GRIEVANCE PROCEDURE**

Individual employees will have the opportunity to discuss any concerns or grievances with their supervisors in order to find a solution as soon as possible. An employee voicing a grievance or concern is entitled to bring forward such a concern or grievance without retribution, discrimination, or harassment. Grievances will be addressed according to the following guidelines, with all references to days being calendar days:

Step 1 - An employee shall notify the immediate supervisor about the grievance within five (5) days of the incident in question. This notification shall be in writing. Within five (5) days after being notified of the grievance, the supervisor will:

- 1) describe the grievance in writing
- 2) investigate the circumstances surrounding the grievance, including interviewing the employee to clarify the issues involved,
- 3) initiate any corrective action, if necessary,
- 4) inform the employee of the decision or action to resolve the grievance.

Step 2 - If the grievance is not resolved to the satisfaction of the employee, the employee may file a written statement of the grievance with the Department Director of his/her department within five (5) days of the date he/she was informed of the immediate supervisor's decision.

Within five (5) days after receiving the written grievance, the department director will:

- 1) document receipt of the grievance,
- 2) investigate the circumstances surrounding the grievance including examining related documentation and interviewing the employee and immediate supervisor,
- 3) confirm, reject, or alter the immediate supervisor's decision and initiate corrective action, if necessary, and
- 4) provide the employee, immediate supervisor, and Human Resources Division with copies of the written decision.

Step 3 - If the department director does not resolve the grievance to the satisfaction of the employee, the employee may file and appeal with the Human Resources Director within five (5) days of receiving the department director's written decision.

Within ten (10) days of receiving the written appeal, the Human Resources Director will:

- 1) document receipt of the grievance,
- 2) investigate the circumstances surrounding the grievance including examining related documentation and interviewing the employee, immediate supervisor, and department director,
- 3) render a recommendation, and
- 4) refer the appeal and recommendation to the City Manager for final determination.

Within five (5) days of receiving the written grievance and related material from the Human Resources Director, the City Manager will make a final determination, after soliciting additional information if he/she deems it necessary.

The City Manager's decision is final with no additional administrative appeal. After the final determination, the City Manager will provide a written copy of the decision to the employee, immediate supervisor, department director, and Human Resources Division.

Step Four - If the grievance is not settled by the City Manager to the satisfaction of the employee, the employee may seek redress from the Civil Service Commission as provided by local ordinance or the courts as provided by law. The City Council is limited to making inquiries and investigations as provided by Article 6 of Chapter 19, R.R.S. 1943.

Employee will present all grievances in person. Time used to present a grievance or appeal will not be paid by the City and permission to be absent from duty to present a grievance must be obtained in advance, which permission will not be unreasonably denied. None of the above steps precludes the possibility of meetings at any point to discuss the issues and attempt to settle them.

**ARTICLE XXV
CITY SAFETY COMMITTEE**

One member shall be designated by the Firefighters as their representative to the City safety and wellness committee. The purpose of this committee is to improve the health, safety and welfare of all City employees, as well as to reduce the costs associated with on- and off-the-job illnesses and injuries.

**ARTICLE XXVI
LABOR/MANAGEMENT COLLABORATION GROUP**

To improve the effectiveness of the Fire Department and to facilitate an on-going dialogue between labor and management, a labor/management collaboration group is established with a structure and mission committed to preserving and strengthening the Fire Department. This group will meet at least twice a quarter to continue the on-going to assess opportunities for further solidifying the cooperative relationship between the City and its employees. Members shall be allowed to participate with pay in labor/management collaboration activities while on duty. The purpose of these activities is to create a non-confrontational forum for labor and management to solve problems and resolve issues, particularly those that are not suited to the limitations of contract negotiations. These activities will typically be scheduled in advance at a time mutually agreeable to both labor and management representatives.

**ARTICLE XXVII
CONTRACT LANGUAGE RE-OPENER**

During the term of this Agreement, contract language may be modified if recommended by the Labor/Management Collaboration Group, and mutually agreed to by the City and the Scottsbluff Firefighters. The Agreement may be re-opened for individual, specifically defined issues only, such as cost of living increases, salary comparisons/increases, and health and dental insurance premiums. This provision is not to be construed as a broad license to renegotiate the Agreement in its entirety prior to the expiration of the Agreement.

The City and Union agree to re-open for discussion their healthcare benefit package during the term if agreed to by all the parties.

In the event Regional West Medical Center discontinues providing free Hazmat physicals for the Firefighters, the City agrees to pay for an annual physical for the Hazmat team.

**ARTICLE XXVIII
STRIKES AND LOCKOUTS**

Neither the Union nor any of its officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of operations of the City, regardless of the reason for so doing.

**ARTICLE XXIX
DURATION OF AGREEMENT**

This contract shall be effective as of 7:00 a.m., October 1, 2023, and shall remain in full force and effect until 6:59 a.m., October 1, 2026. This contract shall automatically renew from year to year thereafter unless either party notifies the other in writing that it wishes to modify this Contract. This notification shall be made no later than May 1st. The process for labor negotiations shall be established by the labor/management collaboration group and shall be mutually agreed to by the City and the Firefighters Group. Actual negotiations should begin no later than May 15th of the applicable year.

IN WITNESS THEREOF, the parties hereto have set their hands this _____ day of _____, 2023.

CITY OF SCOTTSBLUFF, NEBRASKA SCOTTSBLUFF FIREFIGHTERS LOCAL #1454

Mayor

President

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

Regular Meeting

Item Reports2

Council to discuss and consider action on the Attachment Article VIII wages with Scottsbluff Firefighters Local #1454 for fiscal year 2023-2024 and authorize the Mayor to sign the Attachment.

Staff Contact: Cami Kite, Human Resources Director

**ATTACHMENT
ARTICLE VIII - WAGES**

**WITH SCOTTSBLUFF FIREFIGHTERS LOCAL #1454
FOR FISCAL YEAR 2023-2024**

The parties to this Contract —the City of Scottsbluff, Nebraska, a municipal corporation, and Scottsbluff Firefighters Local #1454—hereby agree as follows:

1. Wages

Wages become effective September 25, 2023 and include a 6% cost of living adjustment for Firefighters, 4% for Fire Lieutenants, 2% for Fire Captains.

Class Title

Hourly Pay Schedule (56 Hour Week)

Firefighter
Fire Lieutenant
Fire Captain

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|----------|----------|----------|----------|----------|----------|----------|----------|
| \$16.73 | \$17.56 | \$18.44 | \$19.36 | \$20.33 | \$21.35 | \$22.42 | \$23.54 |
| \$19.05 | \$20.01 | \$21.01 | \$22.06 | \$23.16 | \$24.32 | \$25.53 | \$26.81 |
| \$21.27 | \$22.33 | \$23.45 | \$24.62 | \$25.85 | \$27.14 | \$28.50 | \$29.92 |

IN WITNESS THEREOF, the parties hereto have set their hands this _____ day of _____, 2023.

CITY OF SCOTTSBLUFF, NEBRASKA SCOTTSBLUFF FIREFIGHTERS LOCAL #1454

Mayor

President

City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

Regular Meeting

Item Reports3

Council to discuss and consider action on the amended Contract Article XXI wages with Scottsbluff Police Officer's Association for fiscal year 2023-2024 and authorize the Mayor to sign the Contract.

Staff Contact: Cami Kite, Human Resources Director

**AMENDED CONTRACT
ARTICLE XXI
WAGES**

Amend police pay schedule for fiscal year 2023-2024, effective September 25, 2023.

| <u>Class Title</u> | <u>Hourly Pay Schedule</u> | | | | | | | |
|-------------------------|----------------------------|----------|----------|----------|----------|----------|----------|----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Patrol Officer | \$24.78 | \$26.02 | \$27.32 | \$28.69 | \$30.12 | \$31.63 | \$33.21 | \$34.87 |
| Police Detective | \$26.33 | \$27.65 | \$29.03 | \$30.48 | \$32.01 | \$33.61 | \$35.29 | \$37.05 |
| Police Corporal | \$26.33 | \$27.65 | \$29.03 | \$30.48 | \$32.01 | \$33.61 | \$35.29 | \$37.05 |
| Police Sergeant | \$29.05 | \$30.51 | \$32.03 | \$33.63 | \$35.31 | \$37.08 | \$38.93 | \$40.88 |

IN WITNESS THEREOF, the parties hereto have set their hands this _____ day of _____, 2023.

CITY OF SCOTTSBLUFF, NEBRASKA

SCOTTSBLUFF POLICE OFFICER’S ASSOC.

Mayor

Union President

City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

Regular Meeting

Item Reports4

Council to discuss and consider action on the Amendment to Local Union #1597 International Brotherhood of Electrical Workers Union (IBEW), Schedule A wages for fiscal year 2023-2024, and authorize the Mayor to sign the Amendment.

Staff Contact: Cami Kite, Human Resources Director

**AMENDMENT IBEW UNION
SCHEDULE A**

**Effective 9-25-2023 – Fiscal Year 2023-2024 – 5% COLA*

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

| Grade | A | B | C | D | E | L1 | L2 | L3 |
|--------------|----------|----------|----------|----------|----------|-----------|-----------|-----------|
| 1 | 16.96 | 17.81 | 18.70 | 19.64 | 20.62 | 21.65 | 22.74 | 23.88 |
| 2 | 17.81 | 18.70 | 19.64 | 20.62 | 21.65 | 22.74 | 23.88 | 25.07 |
| 3 | 18.70 | 19.64 | 20.62 | 21.65 | 22.74 | 23.88 | 25.07 | 26.33 |
| 4 | 19.64 | 20.62 | 21.65 | 22.74 | 23.88 | 25.07 | 26.33 | 27.65 |
| 5 | 20.62 | 21.65 | 22.74 | 23.88 | 25.07 | 26.33 | 27.65 | 29.03 |
| 6 | 21.65 | 22.74 | 23.88 | 25.07 | 26.33 | 27.65 | 29.03 | 30.48 |
| 7 | 22.74 | 23.88 | 25.07 | 26.33 | 27.65 | 29.03 | 30.48 | 32.01 |
| 8 | 23.88 | 25.07 | 26.33 | 27.65 | 29.03 | 30.48 | 32.01 | 33.61 |
| 9 | 25.07 | 26.33 | 27.65 | 29.03 | 30.48 | 32.01 | 33.61 | 35.29 |
| 10 | 26.33 | 27.65 | 29.03 | 30.48 | 32.01 | 33.61 | 35.29 | 37.06 |

| Grade | Class Titles | Grade | Class Titles |
|--------------|---|--------------|---------------------------------|
| 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 | | |

IN WITNESS THEREOF, the parties hereto have set their hands this _____ day of _____, 2023.

CITY OF SCOTTSBLUFF, NEBRASKA

LOCAL UNION #1597 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Mayor

Union President

City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

Regular Meeting

Item Resolut.1

Council to consider action on the second reading of the Ordinance that will amend Chapter 23, Articles 1 & 2 dealing with water service repairs and other billable charges in connection with the repair and maintenance of the water system.

Staff Contact: Chris Burbach, Deputy Finance Director

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 23, ARTICLES 1 AND 2 DEALING WITH WATER SERVICE CHARGES AND OTHER BILLABLE CHARGES IN CONNECTION WITH THE REPAIR AND MAINTENANCE OF THE WATER SYSTEM, SERVICE LINE AND METERS, AMENDING ARTICLE 1, SECTION 27 RELATING TO SERVICE LINE, LEAKS AND REPAIR, AMENDING ARTICLE 1, SECTION 30 RELATING TO FREEZING OF METERS AND DAMAGE, AMENDING ARTICLE 2, SECTION 10 DEALING WITH DELINQUENT BILLS AND OTHER BILLABLE CHARGES FOR REPAIR AND AMENDING ARTICLE 2, SECTION 11 ALLOWING FOR DISCONTINUANCE OF SERVICE FOR FAILING TO PAY WATER CHARGES OR OTHER BILLABLE CHARGES, 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 CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Section 1. §23-1-27 is amended to provide as follows:

“23-1-27 SERVICE LINES; LEAKS; SHUT-OFF; REPAIR.

If any leak or break in any service line occurs between the curb stop box and the meter on the premises of the consumer or owner, the City Manager, or the designee of the City Manager, shall forthwith shut off the water supply to such premises until such leak or break has been repaired by the consumer or owner. In the event the City makes such repair, the cost of the repair will be billed to the consumer or owner and shall be considered part of the charges owed by the consumer or owner and upon failure to pay shall be subject to discontinuance under §23-2-11 of this code.”

Section 2. §23-1-30 of the Scottsbluff Municipal Code is amended to provide as follows:

“23-1-30 SAME; FREEZING; WRONGFUL DAMAGE.

Every consumer or owner shall protect the meter against damage by freezing. If a meter shall be damaged by freezing, or by the negligence or willful act or conduct of the consumer or owner, the expense of repairing such damage shall not be paid by the City and shall be charged to and paid by the consumer or owner and shall be considered part of the water charges owed for water and paid before they become delinquent according to §23-2-11 of this code.”

Section 3. §23-2-10 of the Scottsbluff Municipal Code is amended to provide as follows:

“23-2-10 DELINQUENT BILLS; COLLECTIONS; SUIT.

In the event a bill for water service or other billable charges for repair of the water system is not paid before the same becomes delinquent, the City Clerk shall collect the entire bill. Any payment that does not include the full amount of such bill shall not bar recovery by the City of the unpaid balance, but such unpaid balance shall remain a liability of the delinquent consumer or owner, and suit may be brought in the name of the City for collection thereof.”

Section 4. §23-2-11 of the Scottsbluff Municipal Code is amended to provide as follows:

“23-2-11 DISCONTINUANCE AND RESUMPTION OF SERVICE; FEE.

(A) The City Manager, or designee of the City Manager, is hereby authorized to shut off or disconnect the water service of any consumer or owner after the bill for water charges or other billable charges of the consumer or owner shall have become delinquent. A fee in an amount determined as provided by §23-2-12 of this Article shall be paid upon the turning on or reconnection of water service under the following circumstances:

- (1) When any water service has been shut off or disconnected by reason of delinquency and payment of a bill for water charges; or

(2) When water service has been shut off or disconnected at the request of the consumer and that same consumer requests that service be reconnected within 30 days after the request to shut off or disconnect water service.

(B) The fee provided in this section shall not be charged if the disconnection was for the purpose of making repairs. When water has been shut off or disconnected for non-payment of a bill, it shall not be turned on without an order of the City Manager, or a designee of the City Manager, and payment of the fee described in this section. Any person turning on water without an order of the City Manager, or the designee of the City Manager, shall be liable for unpaid water charges, other billable charges and resumption of service fee.”

Section 5. Existing sections 23-1-27, 23-1-30, 23-2-10, and 23-2-11 of the Scottsbluff Municipal Code are hereby repealed. This Ordinance shall not be construed to affect any cause of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

Section 6. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED AND APPROVED on _____, 2023.

Attest:

Mayor

City Clerk (Seal)

Approved as to form:

City Attorney

City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

Regular Meeting

Item Resolut.2

Council to consider action on the second reading of the Ordinance authorizing the issuance of General Obligation Highway Allocation Fund Pledge Bonds, Series 2023, for improvements to streets of the City.

Staff Contact: Chris Burbach, Deputy Finance Director

ORDINANCE NO. ____

CITY OF SCOTTSBLUFF, NEBRASKA

PASSED AND APPROVED

_____, 2023

Authorizing

**Not to Exceed
\$4,250,000**

**GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS
SERIES 2023**

Ordinance

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Exhibit A - Form of Bond

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2023, OF THE CITY OF SCOTTSBLUFF, NEBRASKA IN A PRINCIPAL AMOUNT NOT TO EXCEED \$4,250,000 TO PAY THE COSTS OF CONSTRUCTING IMPROVEMENTS TO CERTAIN STREETS OF THE CITY; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE BONDS AND PROVIDING FOR THE FIXING AND ESTABLISHING OF OTHER DETAILS OF THE BONDS; PLEDGING FUNDS RECEIVED FROM THE NEBRASKA HIGHWAY ALLOCATION FUND AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS

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

FINDINGS AND DETERMINATIONS

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

1. It is necessary, desirable and advisable that the City construct improvements to certain streets of the City, together with related improvements (collectively, the “Project”) pursuant to plans, specifications and estimates of costs prepared by the City’s special engineers.

2. The estimated costs for such improvements are not less than \$4,000,000.

3. Pursuant to the provisions of Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended (the “Act”), the City is authorized to (a) issue its general obligation highway allocation fund pledge bonds to pay the costs of the Project, (b) pledge funds received from the State of Nebraska Highway Allocation Fund (the “Highway Allocation Fund”) to the payment of the principal thereof and the interest thereon, and (c) levy and collect a tax upon all the taxable property in the City at such rate or rates within any applicable statutory and constitutional limitations as will provide funds which, together with receipts from the Highway Allocation Fund pledged to the payment of such bonds, will be sufficient in amount to pay the principal of such bonds and the interest thereon when and as the same become due.

4. Taking into consideration available funds of the City for such purposes, it will be necessary for the City to issue its general obligation highway allocation fund pledge bonds in a principal amount not to exceed \$4,250,000 (the “Bonds”) to pay the costs of the Project and the costs of issuing the Bonds.

5. In addition to the Bonds herein authorized, the City has outstanding under the Act the following: (a) General Obligation Highway Allocation Fund Pledge Bonds, Series 2018, date of original issue – June 1, 2018, issued in the original principal amount of \$2,920,000 and currently outstanding in the principal amount of \$870,000; and (b) General Obligation Highway Allocation Fund Pledge Bonds,

Series 2020, date of original issue – June 18, 2020, issued in the original principal amount of \$2,240,000 and currently outstanding in the principal amount of \$1,355,000 (together, the “**Outstanding Bonds**”).

6. The maximum annual debt service on the Bonds and the Outstanding Bonds is not expected to exceed the City’s anticipated receipts from the Highway Allocation Fund, and other available funds, from year to year.

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

“**Bonds**” means the not to exceed \$4,250,000 principal amount of General Obligation Highway Allocation Fund Pledge Bonds, Series 2023, authorized and issued by the City pursuant to this Ordinance.

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

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

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

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

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

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

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

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

“Defeasance Obligations” means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

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

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

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

- (a) Government Obligations;
- (b) bonds, notes or other obligations of the State, or any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) repurchase agreements with any bank, bank holding company, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and that have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;
- (d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation; and

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of Nebraska.

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

“United States” means the United States of America.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. The City is hereby authorized and directed to issue the Bonds in a principal amount not to exceed \$4,250,000 to pay the costs of the Project and issuing the Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 209. Book-Entry Bonds; Securities Depository.

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

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

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

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

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

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

Section 211. Sale of Bonds. The Authorized Officers are hereby authorized to enter into the Bond Purchase Agreement between the City and the Purchaser in substantially the form presented herewith, under which the City agrees to sell the Bonds to the Purchaser at a purchase price of not less than 95.0% of the principal amount thereof (1.0% of which may be underwriter's discount), plus accrued interest to the date of delivery, upon the terms and conditions set forth therein and with such changes therein as shall be approved by the Authorized Officer, which officer is hereby authorized to execute the Bond Purchase Agreement for and on behalf of the City, such officer's signature thereon being conclusive evidence of his or her approval thereof.

Section 212. Authorization of Officers. In connection with the sale of the Bonds to the Purchaser, the Mayor or City Manager (each, an "Authorized Officer") are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a "Designation"), (i) the aggregate purchase price of the Bonds and the underwriting discount which shall not exceed 1.00% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title, dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$4,250,000, and the final maturity date, which shall not be later than December 31, 2031, (iv) the principal amounts maturing

in each year, (v) the rate or rates of interest to be borne by each principal maturity, provided that the true interest cost of the Bonds shall not exceed 5.50%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Paying Agent and the form and content of any agreement between the City and such entity, and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional and Mandatory Redemption of Bonds.

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

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

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

what extent the provisions of said clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption payment.

Section 302. Selection of Bonds to Be Redeemed.

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

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

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

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

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

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

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

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

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

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

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

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

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

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY

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

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

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

(a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with **Section 504** hereof.

(b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Construction Fund and shall be applied in accordance with **Section 503** hereof.

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

REMEDIES

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

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

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

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

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

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

ARTICLE VII

DEFEASANCE

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

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

ARTICLE VIII

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[The remainder of this page intentionally left blank.]

DATED: _____, 2023.

CITY OF SCOTTSBLUFF, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

S-1

Bond Ordinance
City of Scottsbluff, Nebraska

EXHIBIT A

(FORM OF BOND)

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

**Registered
No. R-___**

**Registered
\$_____**

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

**GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BOND
SERIES 2023**

| <u>Interest Rate</u> | <u>Maturity Date</u> | <u>Dated Date</u> | <u>CUSIP Number</u> |
|--------------------------|--------------------------|-----------------------|-------------------------|
| _____ % | _____, 20__ | _____, 2023 | |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

DOLLARS

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

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

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

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

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

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

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

CERTIFICATE OF AUTHENTICATION

CITY OF SCOTTSBLUFF, NEBRASKA

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

Registration Date: _____

_____, Paying Agent

By: _____
Treasurer

By: _____
(facsimile signature)
Mayor

ATTEST:

By: _____
(facsimile signature)
Clerk

ADDITIONAL PROVISIONS

This bond is one of an issue of fully registered bonds (the “**Bonds**”) in the aggregate stated principal amount of _____ Dollars (\$ _____), of even date and like tenor except as to number, denomination, maturity date, interest rate and redemption provisions, authorized by Ordinance No. _____ (the “**Ordinance**”), passed by the Council and approved by the Mayor of the City on _____, 2023, pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended, for the purpose of paying (a) the costs of improvements to certain streets of the City (the “**Project**”) and (b) the costs of issuing the Bonds in strict compliance with the provisions of Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended.

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

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

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

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

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

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

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

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

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

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

ASSIGNMENT

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

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

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

Dated: _____

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

Medallion Signature Guarantee:

City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

Regular Meeting

Item Resolut.3

Council to consider action on the first reading of the Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2023-2024.

Staff Contact: Chris Burbach, Deputy 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, 2023; 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, 2023.

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 2023-2024. The fund descriptions and amounts are as follows:

| Fund | Budgeted Expenditures |
|-------------------------|------------------------------|
| General | 13,621,895 |
| Regional Library | 14,000 |
| Transportation | 6,933,400 |
| Cemetery | 458,637 |
| Cemetery Perpetual Care | 350,000 |
| Special Projects | 3,301,234 |
| Business Improvement | 237,500 |
| Public Safety | 541,814 |
| Industrial Sites | 31,817 |
| Keno | 100,000 |
| Economic Development | 3,140,943 |
| Mutual Fire | 417,500 |
| Debt Service | 5,367,877 |
| CRA | 760,814 |
| CDBG | 402,500 |
| Leasing Corp | 6,766 |
| Capital Projects | 686,000 |
| Environmental Services | 4,152,770 |
| Wastewater | 4,052,574 |
| Water | 3,443,721 |
| Electric | 3,435,000 |
| Stormwater | 565,272 |
| GIS | 102,499 |
| Central Garage | - |
| Unemployment | 60,000 |
| Health Insurance | 2,590,780 |

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, 2023.

Passed and approved this _____ day of September, 2023.

Jeanne McKerrigan, Mayor

(Seal)

Attest: _____
Kimberley Wright, City Clerk

Approved as to Form and Legality:

City Attorney

City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

Regular Meeting

Item Resolut.4

Council to consider action on the first reading of the Ordinance allowing for exceeding the allowable growth and basic allowable growth limits for the 2023-2024 FY by one percent of budgeted restricted funds and correcting the adopted budget statement and accompanying forms.

Staff Contact: Chris Burbach, Deputy Finance Director

ORDINANCE NO.

AN ORDINANCE ALLOWING FOR EXCEEDING THE ALLOWABLE GROWTH AND BASIC ALLOWABLE GROWTH LIMITS FOR THE 2023-2024 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 \$176,403.17 and included in the resulting "total restricted funds authority" in the adopted budget ordinance is hereby amended to the amount of \$18,257,728.66.

SECTION 6. Those portions of the existing budget ordinance for 2023-2024 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 2023-2024, 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 _____, 2023.

Jeanne McKerrigan, Mayor

(SEAL)

Attest: _____
Kimberley Wright, City Clerk

Approved as to Form and Legality:

City Attorney

City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

Regular Meeting

Item Resolut.5

Council to consider action on the first reading of the Ordinance updating utility user fees, including water and sewer fees, solid waste collection, surcharge for stormwater and amending the sewer averaging process.

Staff Contact: Chris Burbach, Deputy Finance Director

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING AND CHANGING CHAPTER 6, ARTICLE 6, FOR SOLID WASTE COLLECTION FEES AT SECTIONS 6-6-23, 6-6-24; AMENDING AND CHANGING SEWER USER FEES INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS AT SECTIONS 6-6-19; 6-6-20; AND 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, AMENDING CHAPTER 18, ARTICLE 4, SECTION 3 FOR SEWER AVERAGING PROCESS, REPEALING CHAPTER 18, ARTICLE 4 SECTION 4 AND AMENDING CHAPTER 23, ARTICLE 2, SECTION 2, ALL RELATING TO A MONTHLY BILLING CYCLE, 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 monthly sewer service charge of \$20.51. Each user shall pay an additional charge of \$2.79 per each 1,000 gallons for all gallons of water consumed by the user during the applicable monthly billing period as determined in Chapter 18. 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 October 1, 2023.”

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 \$31.38 per monthly period.

(3) Single-family residential users outside the city limits shall pay \$52.54 per monthly period.

(4) Multi-family residential users shall pay \$45.18 per dwelling unit per monthly period. The rates and fees provided for in this section shall be effective with respect to all connections, installations and billings after October 1, 2023.”

Section 3. Section 6-6-22 of the Scottsbluff Municipal Code is amended to provide as follows:

“6-6-22. SURCHARGE.

(1) There will be a \$2.50 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 \$0.63 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 \$1.17 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 \$0.063 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 October 1, 2023.”

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

“6-6-23. RESIDENTIAL.

The minimum monthly 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 October 1, 2023:

| | |
|--|---------|
| One-family unit (including mobile homes with an individual water or sewer connection). | \$25.38 |
| One-family two container unit (including mobile homes with an individual water or sewer connection). | \$58.05 |

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)

| Monthly Rate Per Unit | |
|-----------------------|---------|
| 2 to 4 units | \$25.38 |
| 5 to 6 units | \$22.80 |
| 7 to 10 units | \$21.55 |
| 11 to 16 units | \$20.28 |
| 17 to 39 units | \$18.98 |
| 40 to 59 units | \$17.71 |
| 60 or more units..... | \$16.49 |

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 October 1, 2023.”

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 monthly 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 minimum is emptied | Monthly |
|----------------|---|----------------|
| 90 gallon | \$ 6.56 | \$52.49 |
| 1.5 cubic yard | \$ 8.76 | \$70.01 |
| 3.0 cubic yard | \$17.15 | \$133.22 |

The rates and fees provided in this section shall be effective with respect to usage for which billings are made after October 1, 2023.”

Section 6. Section 6-6-28 of the Scottsbluff Municipal Code is amended to provide as follows:

“6-6-28. WATER SERVICE.

(1) Each user of the City water system located within the City limits shall pay charges based on monthly consumption as follows:

| <u>Consumption Charge</u> | <u>Rate per Thousand Gallons</u> |
|---------------------------|----------------------------------|
| All gallons | \$1.71 |

Consumption of any part of 1,000 gallons shall be considered as consumption of an entire 1,000 gallons for purposes of calculating billed consumption and total consumption charge.

(2) Each user of the City water system located within the City limits shall pay a monthly charge based on meter size as follows:

| <u>Water Meter Size</u> | <u>Minimum Charge</u> |
|-------------------------|-----------------------|
| 5/8" or 3/4" | \$10.99 |
| 1" | \$19.88 |
| 1 1/2" | \$37.66 |
| 2" | \$50.98 |
| 3" | \$81.76 |
| 4" | \$125.34 |
| 6" | \$177.54 |
| 8" | \$264.48 |

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 monthly charge for standby fire protection service of \$3.00.

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 October 1, 2023.”

Section 7. Section 18-4-3 of the Scottsbluff Municipal Code is amended to provide as follows:

“18-4-3. BASIS FOR COMPUTATION; BILLING; PAYMENT.

(A) Sewer service charges shall be computed, and paid on a monthly basis, and shall be billed and paid at the same time as monthly charges for water service.

(B) The amount to be charged shall be calculated as follows:

(1) Except as provided in division (B)(2) below, the charge to each residential user shall be based in the quantity of water consumed by the residential user during the month of February. Once the charge for the quantity for this time period is computed, the charge shall be payable for a period of one year beginning the following October.

(2) Commercial, industrial, and wholesale users will be billed on a monthly basis. The Charge to each commercial, industrial, and wholesale user shall be based on the amount of water consumed on the premises during the period for which the sewer service charge is payable.”

Section 8. Section 18-4-4 of the Scottsbluff Municipal Code is repealed.

Section 9. Section 23-2-2 of the Scottsbluff Municipal Code is amended to provide as follows:

“23-2-2 WATER SERVICE RATES.

Each user of the city water system located within the city limits shall pay charges based on monthly consumption as provided in Chapter 6, Article 6 of this code.”

Section 10. Existing Sections 6-6-19, 6-6-20, 6-6-22, 6-6-23, 6-6-24, 6-6-28, 18-4-3, 18-4-4 and 23-2-2 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 _____, 2023.

Jeanne McKerrigan, Mayor

ATTEST:

City Clerk (Seal)

Approved as to form:

City Attorney

City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

Regular Meeting

Item Resolut.6

Council to discuss and consider action on the 2023-2024 Pay Resolution and authorize the Mayor to sign the Resolution.

Staff Contact: Chris Burbach, Deputy Finance Director

RESOLUTION NO. 23-09-01

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 5, 2023 and effective September 25, 2023.

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

| Grade | A | B | C | D | E | L1 | L2 |
|--------------|----------|----------|----------|----------|----------|-----------|-----------|
| 8 | \$13.71 | \$14.39 | \$15.12 | \$15.87 | \$16.68 | \$17.50 | \$18.38 |
| 9 | \$14.39 | \$15.12 | \$15.87 | \$16.68 | \$17.50 | \$18.38 | \$19.29 |
| 10 | \$15.12 | \$15.87 | \$16.68 | \$17.50 | \$18.38 | \$19.29 | \$20.26 |
| 11 | \$15.87 | \$16.68 | \$17.50 | \$18.38 | \$19.29 | \$20.26 | \$21.28 |
| 12 | \$16.68 | \$17.50 | \$18.38 | \$19.29 | \$20.26 | \$21.28 | \$22.34 |
| 13 | \$17.50 | \$18.38 | \$19.29 | \$20.26 | \$21.28 | \$22.34 | \$23.45 |
| 14 | \$18.38 | \$19.29 | \$20.26 | \$21.28 | \$22.34 | \$23.45 | \$24.62 |
| 15 | \$19.29 | \$20.26 | \$21.28 | \$22.34 | \$23.45 | \$24.62 | \$25.84 |
| 16 | \$20.26 | \$21.28 | \$22.34 | \$23.45 | \$24.62 | \$25.84 | \$27.15 |
| 17 | \$21.28 | \$22.34 | \$23.45 | \$24.62 | \$25.84 | \$27.15 | \$28.49 |
| 18 | \$22.34 | \$23.45 | \$24.62 | \$25.84 | \$27.15 | \$28.49 | \$29.92 |
| 19 | \$23.45 | \$24.62 | \$25.84 | \$27.15 | \$28.49 | \$29.92 | \$31.42 |
| 20 | \$24.62 | \$25.84 | \$27.15 | \$28.49 | \$29.92 | \$31.42 | \$32.99 |
| 21 | \$25.84 | \$27.15 | \$28.49 | \$29.92 | \$31.42 | \$32.99 | \$34.64 |

BI-WEEKLY RATES - EXEMPT EMPLOYEES

| Grade | A | B | C | D | E | L1 | L2 |
|--------------|------------|------------|------------|------------|------------|------------|------------|
| 18 | \$1,783.22 | \$1,872.38 | \$1,965.99 | \$2,064.30 | \$2,167.50 | \$2,275.89 | \$2,389.68 |
| 19 | \$1,872.38 | \$1,965.99 | \$2,064.30 | \$2,167.50 | \$2,275.89 | \$2,389.68 | \$2,509.16 |
| 20 | \$1,965.99 | \$2,064.30 | \$2,167.50 | \$2,275.89 | \$2,389.68 | \$2,509.16 | \$2,634.62 |
| 21 | \$2,064.30 | \$2,167.50 | \$2,275.89 | \$2,389.68 | \$2,509.16 | \$2,634.62 | \$2,766.35 |
| 22 | \$2,167.50 | \$2,275.89 | \$2,389.68 | \$2,509.16 | \$2,634.62 | \$2,766.35 | \$2,904.67 |
| 23 | \$2,275.89 | \$2,389.68 | \$2,509.16 | \$2,634.62 | \$2,766.35 | \$2,904.67 | \$3,049.90 |
| 24 | \$2,389.68 | \$2,509.16 | \$2,634.62 | \$2,766.35 | \$2,904.67 | \$3,049.90 | \$3,202.39 |
| 25 | \$2,509.16 | \$2,634.62 | \$2,766.35 | \$2,904.67 | \$3,049.90 | \$3,202.39 | \$3,362.52 |
| 26 | \$2,634.62 | \$2,766.35 | \$2,904.67 | \$3,049.90 | \$3,202.39 | \$3,362.52 | \$3,530.62 |
| 27 | \$2,766.35 | \$2,904.67 | \$3,049.90 | \$3,202.39 | \$3,362.52 | \$3,530.62 | \$3,707.17 |
| 28 | \$2,904.67 | \$3,049.90 | \$3,202.39 | \$3,362.52 | \$3,530.62 | \$3,707.17 | \$3,892.52 |
| 29 | \$3,049.90 | \$3,202.39 | \$3,362.52 | \$3,530.62 | \$3,707.17 | \$3,892.52 | \$4,087.15 |
| 30 | \$3,202.39 | \$3,362.52 | \$3,530.62 | \$3,707.17 | \$3,892.52 | \$4,087.15 | \$4,291.51 |
| 31 | \$3,362.52 | \$3,530.62 | \$3,707.17 | \$3,892.52 | \$4,087.15 | \$4,291.51 | \$4,506.09 |
| 32 | \$3,530.62 | \$3,707.17 | \$3,892.52 | \$4,087.15 | \$4,291.51 | \$4,506.09 | \$4,731.39 |

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 Assistant Manager | 18 | Waterpark Manager |
| 11 | Building & Grounds Custodian | 18 | Crew Leader |
| 11 | Library Assistant | 19 | Utilities Administrative Coordinator |
| 14 | Record Technician | 19 | Account Clerk - Finance |
| 14 | Human Resources Assistant | 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 | Director of Developmental Services |
| 21 | GIS Analyst | 27 | Director of Economic Development |
| 22 | Code Administrator II | 27 | Director of Parks and Recreation |
| 23 | Recreation Supervisor | 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 | Parks 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 5, 2023 and effective September 25, 2023.

Seasonal and Part-Time Hourly Rates

| <u>Class Title</u> | <u>Hourly Pay Schedule</u> | | | | | | |
|-----------------------|----------------------------|---------|---------|---------|---------|---------|---------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| School Crossing Guard | \$15.00 | | | | | | |
| Library Page | \$12.00 | \$12.50 | \$13.00 | \$13.50 | \$14.00 | \$14.50 | \$15.00 |
| Laborer | \$12.00 | \$12.50 | \$13.00 | \$13.50 | \$14.00 | \$14.50 | \$15.00 |
| Field Mt. Grdskpr | \$12.50 | \$13.00 | \$13.50 | \$14.00 | \$14.50 | \$15.00 | \$15.50 |
| Waterpark Aide | \$12.00 | \$12.50 | \$13.00 | \$13.50 | \$14.00 | \$14.50 | \$15.00 |
| Lifeguard* | \$12.50 | \$13.00 | \$13.50 | \$14.00 | \$14.50 | \$15.00 | \$15.50 |

*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 5, 2023 and effective September 25, 2023.

| <u>Class Title</u> | <u>Hourly Pay Schedule (56 Hour Week)</u> | | | | | | | |
|--------------------|---|---------|---------|---------|---------|---------|---------|---------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Firefighter | \$16.73 | \$17.56 | \$18.44 | \$19.36 | \$20.33 | \$21.35 | \$22.42 | \$23.54 |
| Fire Lieutenant | \$19.05 | \$20.01 | \$21.01 | \$22.06 | \$23.16 | \$24.32 | \$25.53 | \$26.81 |
| Fire Captain | \$21.27 | \$22.33 | \$23.45 | \$24.62 | \$25.85 | \$27.14 | \$28.50 | \$29.92 |

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 5, 2023 and effective September 25, 2023.

| <u>Class Title</u> | <u>Hourly Pay Schedule</u> | | | | | | | |
|--------------------|----------------------------|---------|---------|---------|---------|---------|---------|---------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Patrol Officer | \$24.78 | \$26.02 | \$27.32 | \$28.69 | \$30.12 | \$31.63 | \$33.21 | \$34.87 |
| Police Detective | \$26.33 | \$27.65 | \$29.03 | \$30.48 | \$32.01 | \$33.61 | \$35.29 | \$37.05 |
| Police Corporal | \$26.33 | \$27.65 | \$29.03 | \$30.48 | \$32.01 | \$33.61 | \$35.29 | \$37.05 |
| Police Sergeant | \$29.05 | \$30.51 | \$32.03 | \$33.63 | \$35.31 | \$37.08 | \$38.93 | \$40.88 |

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 5, 2023 and effective September 25, 2023.

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

| <u>Grade</u> | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | <u>L1</u> | <u>L2</u> | <u>L3</u> |
|--------------|----------|----------|----------|----------|----------|-----------|-----------|-----------|
| 1 | 16.96 | 17.81 | 18.70 | 19.64 | 20.62 | 21.65 | 22.74 | 23.88 |
| 2 | 17.81 | 18.70 | 19.64 | 20.62 | 21.65 | 22.74 | 23.88 | 25.07 |
| 3 | 18.70 | 19.64 | 20.62 | 21.65 | 22.74 | 23.88 | 25.07 | 26.33 |
| 4 | 19.64 | 20.62 | 21.65 | 22.74 | 23.88 | 25.07 | 26.33 | 27.65 |
| 5 | 20.62 | 21.65 | 22.74 | 23.88 | 25.07 | 26.33 | 27.65 | 29.03 |
| 6 | 21.65 | 22.74 | 23.88 | 25.07 | 26.33 | 27.65 | 29.03 | 30.48 |
| 7 | 22.74 | 23.88 | 25.07 | 26.33 | 27.65 | 29.03 | 30.48 | 32.01 |
| 8 | 23.88 | 25.07 | 26.33 | 27.65 | 29.03 | 30.48 | 32.01 | 33.61 |
| 9 | 25.07 | 26.33 | 27.65 | 29.03 | 30.48 | 32.01 | 33.61 | 35.29 |
| 10 | 26.33 | 27.65 | 29.03 | 30.48 | 32.01 | 33.61 | 35.29 | 37.06 |

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 Operato | 7 | Mechanic-Environmental Services |
| 4 | Heavy Equipment Operator | 7 | Mechanic-Transportation |
| 5 | Traffic Control Tech | 7 | Water System Operator II |
| 5 | Wastewater Plant Operator I | 7 | Construction Locator Specialist |

8. Resolution No. 23-04-01 and all other resolutions in conflict with this resolution are repealed.

Passed and approved this 5th day of September, 2023.

Mayor

ATTEST:

City Clerk