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

Regular Meeting
September 16, 2019
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Closed Session
   a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)
   a) Approve the minutes of the September 3, 2019 Regular Meeting.
   b) Council to acknowledge receipt of and take no action on a liability claim from Jeremy Blanco. The claim will be withdrawn and forwarded to the City's insurance carrier.
   c) Council to acknowledge receipt of and take no action on a liability claim from Chad Blackburn. The claim will be withdrawn and forwarded to the City's insurance carrier.
   d) Council to set a Public Hearing for September 27, 2019 at 8:00 a.m. to consider a resolution and application to the Nebraska Department of Economic Development for a Community Development Block Grant in the amount of $750,000 for Owner Occupied Housing Rehabilitation.
8. Claims
   a) Council to consider and take action on claims of the City.
9. Financial Report
   a) Council to receive the August 2019 Financial Report.
10. Scottsbluff Youth Council

a) (informational only):

11. Petitions, Communications, Public Input:

a) Council to recognize Old West Balloon Fest Board, Executive Director, and volunteers with a Community Service Award.

b) Council to recognize Mike Blue and Larry Martin for receiving the Excellence in Individual Preparedness Award part of the Lt. Governor's Be Prepared Awards.

c) Mayor to read a Proclamation naming October as Manufacturing Month.

d) Vice Mayor to read a Proclamation naming October 2, 2019 as Official International Walk to School Day.

e) Council to consider action on removing from the table Purchase Agreements for sale of Parking Lots.

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

12. Bids & Awards:

a) Council to award bid for warrants based on quotes for interest rates for period 10-01-2019 through 09-30-2020.

13. Resolution & Ordinances:

a) Council to approve the Resolution awarding First State Bank the bid for purchaser of City warrants from a period of 10-01-2019 through 09-30-2020.

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

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

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

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

f) Council to consider an Ordinance amending Cemetery rules and fees.

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

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

i) Council to consider action on removing from the table the Ordinance authorizing the sale of city-owned property, Lot Four (4), EXCEPT the North Four Feet (4'), Block One (1), ORIGINAL TOWN ADDITION to Chaloupka,

Holyoke, Snyder, Chaloupka & Longoria, PC, LLO for $12,500.00.

j) Council to consider an Ordinance authorizing the sale of city-owned property, Lot Four (4), EXCEPT the North Four Feet (4'), Block One (1), ORIGINAL TOWN ADDITION to Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO for $12,500.00.

14. Reports from Staff, Boards & Commissions:

a) Council to receive the biennial Police Department Report.

b) Council to discuss and consider action on increasing the NPPD lease payment by one-half percent.

c) Council to discuss and consider action on an Addendum to Easement for Solar Project.

15. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person

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

17. Adjournment.

City of Scottsbluff, Nebraska

Monday, September 16, 2019

Regular Meeting

Item Closed1

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

Staff Contact: City Council

City of Scottsbluff, Nebraska
Monday, September 16, 2019
Regular Meeting

Item Consent1

Approve the minutes of the September 3, 2019 Regular Meeting.

Staff Contact: Kim Wright, City Clerk

Regular Meeting
September 3, 2019

The Scottsbluff City Council met in a regular meeting on September 3, 2019 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. Since the regular meeting date would fall on a City recognized holiday the meeting was moved to the following day according to §6-1-12 of the Scottsbluff Municipal Code. A notice of the meeting had been published on August 30, 2019, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on August 30, 2019.

Mayor Gonzales presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was led and recited by members of Boy Scouts Troop 13. Mayor Gonzales welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and who they are representing for the record. Mayor Gonzales informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Raymond Gonzales, Scott Shaver, Jeanne McKerrigan, Nathan Green and Terry Schaub. Also present were City Manager Johnson and City Attorney Kent Hadenfeldt. Absent: None.

Mayor Gonzales asked if there were any changes to the agenda. City Clerk Wright stated the first line of item 12d should address parcel Lot 3, Block 3, not Block 4 that was originally presented and there is no Lot in Block 4. The text should address the entire Block 4.

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

Council Member Shaver asked that consent item 7b, approving the appointment of Nolan Troupe to the Parks, Recreation, and Tree Advisory Board for a five year term, be removed and restored to the agenda for discussion.

Moved by Council Member Shaver, seconded by Council Member Schaub that,

a) The minutes of the August 19, 2019 Regular Meeting be approved,"YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None.

Regarding approving the appointment of Nolan Troupe to the Parks, Recreation, and Tree Advisory Board, Council Member Shaver asked about his qualifications. City Manager Johnson stated Mr. Troupe is a new resident to Scottsbluff, works in the horticulture industry and has a desire to serve on the board, coming highly recommended. Council Member Schaub made the motion, seconded by Council Member McKerrigan, to approve the appointment of Nolan Troupe to the Parks, Recreation, and Tree Advisory Board for a five year term, "YEAS," Green, Schaub, Shaver, Gonzales, and McKerrigan. "NAYS," None. Absent: None.

Council Member Shaver made the motion, seconded by Council Member McKerrigan that the following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated September 3, 2019, as on file with the City Clerk and submitted to the City Council, "YEAS," Shaver, Gonzales, Schaub, McKerrigan, and Green. "NAYS," None. Absent: None.

CLAIMS

ADVANCE AUTO PARTS,WW #954- OIL AND AIR FILTER,69.78; AIRGAS USA, LLC,WELDING SUPPLIES,89.6; AMAZON.COM HEADQUARTERS,HP LASERJET PRINTER - J.BODE,89; AMERICAN LODGING, LLC,LB 840 AGMT,28280; ANITA'S GREENSCAPING INC,CONT. SRVCS.,252; ARROWHEAD SCIENTIFIC,INVEST SUPPL-PD,263.3; ASSOCIATED SUPPLY CO, INC,BUILD MAINT REC,1214.09; ASSURITY LIFE INSURANCE CO,LIFE INSURANCE,32.95; AUTOZONE STORES, INC,POLICE #4- WHEEL HUB ASSY,101.99; B & H INVESTMENTS, INC,DEP. SUP. - LIB.,50; BIRUTA D. WALTON,BUSH HOG SHAFTS COMPOST FACILITY,705; BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL,2026.33; BLUFFS SANITARY SUPPLY INC.,LARGE AND XLARGE NITRILE GLOVES,468.9; BUDGET DRAIN SERVICES LLC,HYDRO JETTED PIT IN YARD AND CLEANED OUT LINE,635; CELLCO PARTNERSHIP,CELL PHONES-PD,1449.52; CITIBANK N.A.,DEPT SUP,1323.84; CITY OF SCB,PETTY CASH,57.15; CLARK PRINTING LLC,DEPT SUPP,511.57; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,INSURANCE,48.7; CONTRACTORS MATERIALS INC.,MEASURING WHEEL AND FLASHLIGHTS,622.59; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACHMENT,389.84; CRESCENT ELECT. SUPPLY COMP INC, ELECT. SUPP - WIRE,54.04; CROSSROADS MUSIC LLC,MUSIC FOR FOOD TRUCK FRIDAYS,800; CYNTHIA GREEN,Dep. SUP.,95.74; DALE'S TIRE & RETREADING, INC.,TIRES FOR UNIT #815,1073.26; DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,149.35; ENERGY LABORATORIES, INC DEPT 6250,SAMPLES,135; ENGINEERED EQUIPMENT SOLUTIONSINC,EQUIPMAINT,614.59;ENVIRONMENTALRESOURCEASSOCIATES,CONTRAC TUAL SVC,166.29; ESIQUIO RIOS JR,CONTRACTUAL,36; FASTENAL COMPANY,SUPP - BOLTS,1.51; FAT BOYS TIRE AND AUTO,EQUIP MAINT PK,53; FEDERAL EXPRESS CORPORATION,POSTAGE,472.14; FLIAM, TYLER,SCHOOLS & CONF-PD,515; FLOYD'S TRUCK CENTER SCOTTSBLUFF,REPAIRS TO UNIT #816,347.52; FRANCHETTI MATTHEW,CONTRACTUAL,72; FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,185; FYR-TEK INC,FIRE INVESTIGATION SAFETY EQUIPMENT,628.21; GALLS INC,UNIFORMS-PD,74.55; GENERAL ELECTRIC CAPITAL CORPORATION,PRGRM.,329.75; GERING FIRE DEPT,WILDLAND EQUIPMENT FOR BRUSH 1,1655.9; HAWKINS, INC.,CHEMICALS,4919.7; HD SUPPLY FACILITIES MAINTENANCE LTD,EQUIP MAINT,597.56; HOBBS, CHAD,TUITION REIMBURSEMENT,2688.5; HOBBY LOBBY STORES INC,DEPT SUPPLIES,22.49; HONEY WAGON EXPRESS,CONTRACTUAL,180; HULLINGER GLASS & LOCKS INC.,BLD MAINT,334; HYDROTEX PARTNERS, LTD,CENTRAL GARAGE & TRANS POWER KLEEN/ OIL,4096.3; IDEAL LAUNDRY AND CLEANERS, INC.,SUPP - HANDS TOWELS,1170.15; INDEPENDENT PLUMBING AND HEATING, INC,GR MAINT PK,628.84; INFINITY CONSTRUCTION, INC.,42ND STREET,177222.65; INGRAM LIBRARY SERVICES INC,BKS & AV,493.42; INTERNAL REVENUE SERVICE,WITHHOLDINGS,113183.71; INTRALINKS, INC,DATTO ALTO3 - 2 SERVERS - LIBRARY,357; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL PK,57.95; J & A TRAFFIC PRODUCTS, LLC,SOLAR BARRICADE LIGHTS,225; JAMES H. NEUWIRTH,E.OVLD GRANT - LAKOTA LUTHERAN CENTER & CHURCH,1200; JOHN DEERE FINANCIAL,7 PC TOOL COMBO KIT FOR COMPOST FACILITY,738.91; JOHN DEERE FINANCIAL,BULD MAINT PK,60.61; JOHN DEERE

FINANCIAL,PARKS #311- CYLINDER KIT,304.92; KIESEL, ROB,SCHOOLS & CONF-PD,25; KIESLERPOLICESUPPLYINC,FIREARMSSUPPLPD,1334.35;KIRKBERNHARDT,CONTRACTUAL,518; KNOW HOW LLC,POLICE #19- BATTERY,224.49; KRIZ DAVIS,GROUND MAINT PK,754.02; KUSTOM SIGNALS, INC,EQUIP MAINT-PD,137; LA BAMBA,EAST OVERLAND GRANT PAYMENT,10000; LAWSON PRODUCTS, INC,CENTRAL GARAGE- MISC PARTS,125.36; M.C. SCHAFF & ASSOCIATES, INC,42ND STREET CONSTR ENGINEERING,15481; MADISON NATIONAL LIFE,LIFE INSURANCE,1843.93; MARKETING CONSULTANTS,DEPT SUPP GIS,90; MENARDS, INC,DEPT SUP,916; MIDLANDS NEWSPAPERS, INC,SBSCRP. RNWL.,54.95; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,2066.7; NE DEPT OF REVENUE,WITHHOLDINGS,18833.41; NEBRASKA PUBLIC POWER DISTRICT,ELECTRICTY,28674.29; NEBRASKA STATE HISTORICAL SOCIETY,SBSCRP. RNWL.,35; NELSON TRENT,CENTRAL GARAGE- PROBE KIT,48.95; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,SUPP - CORRIGATED PIPE,648.45; PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,253; PANHANDLE GEOTECHNICAL & ENVIRONMENTAL INC,STRUCTURE,100; PANHANDLE HUMANE SOCIETY,CONTRACTUAL,5174.59; PANHANDLE PUBLIC HEALTH DISTRICT,2019 PANHANDLE SAFETY & WELLNESS CONF.- BODE,420; PH&S PRODUCTS LLC,INVEST SUPPL-PD,90; PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,19698.52; POSTMASTER,POSTAGE,695.85; QUILL CORPORATION,DEPT SUPPL-PD,263.03; REAMS SPRINKLER SUPPLY CO.,GROUND MAINT PK,10539.42; REGIONAL CARE INC,HEALTH INS PREMIUM - SEPT 2019,66380.22; ROCKSTEP SCOTTSBLUFF LLC,OCC. TAX,35551.61; ROOSEVELT PUBLIC POWER DISTRICT,ELECTRICITY,2511.63; ROSE DREW, INC,DEP. SUP.,594.84; ROTARY CLUB OF SCOTTSBLUFF/GERING,DUES - NATHAN JOHNSON,360; RURAL HEALTH DEVELOPMENT, INC.,ECON DEV,6383.33; RUSCH'S GENERAL CONTRACTING, LLC,EQUIP MAIN.,398; S M E C,EMPLOYEE DEDUCTION,293; SANDBERG IMPLEMENT, INC,PARKS K2- OIL SEAL AND VALVE KITS,1518.71; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,450; SCOTT AARON,CONTRACTUAL,18; SCOTTS BLUFF COUNTYCOURT,LEGALFEES-PD,102;SCOTTSBLUFFPOLICEOFFICERSASSOCIATION,POLICE EE DUES,1300; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,UNIFORM T-SHIRTS PRINTING AND JACKET EMBRODARY,334; SIMON CONTRACTORS,RECYCLED BASE GRAVEL AND CRUSHED CONCRETE,7517.76; SNELL SERVICES INC.,ELECTRICAL PARK,7564.1; SOUCIE ANDREW,SCHOOLS & CONF-PD,678; SOUTHERN UNIFORM EQUIPMENT,LONG SLEEVE UNIFORM SHIRT,66.99; SPENCER, KEVIN,TUITION REIMBURSEMENT,1980;STATE HEALTH LAB,SAMPLES,377; STATE OF NE.,CONTRACTUAL-PD,420; SUNSET LAW ENFORCEMENT, LTD,FIREARMS SUPPL-PD,636; TRANS IOWA EQUIPMENT LLC,EQUIP MAINT,208.57; TYLER TECHNOLOGIES, INC,WATER DEPT CONVERSION - METER READ UPGRADE,187.5; UNDERWRITERS LABORATORIES INC,AERIAL AND GROUND LADDER TESTING,2228.65;UNION BANK & TRUST,RETIREMENT,72684.7; US BANK,MULTIPLE,2848.56; VAN PELT FENCING CO, INC,ELECTRONIC GATE FOR TRANSPORTATION DEPT. ENTRANCE,12187; WASSON, BRIAN,SCHOOLS & CONF-PD,70; WESTERN NEBRASKA ENVIRONMENTAL SERVICES,STRUCTURES,2650.24; WILSON ZACHARIAH,CONTRACTUAL,54; WINKLER ELECTRIC INC,ELECTRICAL WORK AT ES BUILDING,321.48; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPPORT,1476.16; YOUNG MEN'S CHRISTIAN ASSOCIATION OF

SCOTTSBLUFF, NE,YMCA,751; REFUNDS; CATHERINE R VINTON, 4.33; MONIQUE FLORES, 47.98; MICHELLE HOF, 80.84; ARTHUR H KRAFT, 11.24; DON KRUG, 43.80; JODY K ZIEGLER, 15.77

Mayor Gonzales opened the public hearing at 6:07 p.m. for authorizing the final tax request for the 2019-2020 year at a different amount than the prior year request. City Manager Johnson explained overall the City has a $45.5 million dollar budget; FY20 budgeted governmental wide total revenues net of transfers is $28,608,307, which is a two million dollar increase over FY 19 budget, due to the 2020 chip seal project.

The General Fund revenue for FY 20 is $8,229,851, which is an increase of $166,250 primarily due to the hotel occupation tax. The FY 20 budgeted Sales Tax revenue is $5,296,950 decreased by 3%, at $158,909. The budgeted Property Tax revenue for FY 20 shows an increase of 2.96% due to Scotts Bluff County valuation increases, totaling $1,970,134; however the City levy remains the same with a limit of $175,000 going into the General Fund. The remaining property tax dollars are deposited into a sinking fund for capital expenditures, public safety, cemetery, transportation and debt service. The NPPD Lease revenue amount is $2.7 million due to the lease payment going from 12% to 12.5%.

The FY 20 budgeted Expenditures is $45,490,079 which is primarily due to the chip seal project. The budgeted Total Operating Expenditures is $29,917,907, showing a decrease of $184,370 due to the collection of health insurance premiums. The FY 20 General Fund budgeted operating expense is $11,294,397, which includes a $250,000 contingency, approximately $1.5 million for the Pathway expansion, $600,000 for 23 Club improvements, and the addition of two full time Police/School Resource Officers. The budgeted full time equivalent employees for the FY 20 budget totals 137.5, due to the two added School Resource Officer positions at Western Nebraska Community College.

There were no comments from the public. Mayor Gonzales closed the public hearing at 6:14 p.m.

Mayor Gonzales opened the public hearing at 6:15 p.m. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the FY 2019-2020 budget. There were no comments from the public. Mayor Gonzales closed the public hearing at 6:16 p.m.

Mayor Gonzales opened the public hearing at 6:17 p.m. to consider the One and Six Year Street Improvement Plan. Public Works Director, Mark Bohl approached Council explaining a change by the State requiring the One and Six Year Street Improvement Plan be done during the fiscal year, rather than calendar year, hence the public hearing tonight. Mr. Bohl stated there is nothing on the one year plan, all the projects show in the six year plan and are mostly private builds turned over to the City to make public streets, with the exception of Avenue B from 27th to Highway 26. Council Member Shaver asked about the intersection at 27th Street and Avenue I, with Mr. Bohl stating he can do that project under street maintenance and it does not need to be reported under this plan. Council Member Shaver also asked if storm sewer would be completed with the Avenue B project. Mr. Bohl stated he was just looking at the surface, but would address the storm sewer at the time if needed during the project.

There were no comments from the public. Mayor Gonzales closed the public hearing at 6:21 p.m.

Mayor Gonzales opened the public hearing at 6:22 p.m. to consider a Zone Change for parcel Lot 3, Block 3, Panhandle Cooperative Subdivision from Planned Business Center (PBC) to C-3 Heavy Commercial. Mr. Austin Aulick representing AKAJRV 314, LLC came forward to explain the zone change. Mr. Aulick explained they acquired the two parcels after a recent tax increment financing project and they want to be able to subcategorize the two parcels to be zoned C-3, the same as the truck shop, so TIF will cover both properties. The properties, which will be used to park trailers on, will be covered in rock and fenced to be ascetically pleasing.

There were no more comments from the public. Mayor Gonzales closed the public hearing at 6:26 p.m.

Mayor Gonzales opened the public hearing at 6:27 p.m. to consider a Zone Change for parcel Block 4, Panhandle Cooperative Subdivision from C-2, Neighborhood Commercial to C-3 Heavy Commercial. Legal Counsel Hadenfeldt explained again this parcel does not include a lot; it includes the entire Block 4. It is adjacent to the property above.

There were no comments from the public. Mayor Gonzales closed the public hearing at 6:28 p.m.

Ms. Susan Wiedeman, Marketing Director, with Panhandle Cooperative Association was present regarding the Special Designated Liquor License (SDL) for the West Nebraska Arts Center. Ms. Wiedeman explained the event will be an artist's reception on October 3, 2019 from 4:00 to 8:00 p.m. Council Member Shaver asked how many events, needing an SDL, the Arts Center will have for the year. Ms. Michele Denton, Executive Director of West Nebraska Arts Center came forward and explained they usually have six, but this year are having seven in order to do a fund raiser on account of the hail storm. Panhandle Coop is catering the extra event for them because they are only allowed six per year. Council Member Shaver made the motion, seconded by Council Member Schaub, to approve the Special Designated Liquor License for Panhandle Cooperative Association to serve beer, wine, & distilled spirits at the West Nebraska Arts Center for a reception on October 3, 2019 from 4:00 p.m. to 8:00 p.m., "YEAS," Gonzales, Green, McKerrigan, Shaver, and Schaub. "NAYS," None. Absent: None.

Regarding the Purchase Agreements for the sale of Parking Lots, Mr. Johnson explained he approached Western States Bank and the law office of Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, at the request of Council, if they would be receptive to letting the City use the lots after business hours and during special events for the general public. He added Western States Bank was receptive as long as it was after business hours and the law firm was not receptive. During discussion, Council Member Shaver commented he thinks the lots are in good shape and does not see a reason to sell them. Mr. Johnson stated the City Engineer has looked at them and has made the evaluation that it will take more than $100,000 to fix them. Mr. Mark Bohl came forward, at the request of Mayor Gonzales, and stated they do not look bad, but in his opinion, structurally they are tired and in need of repair. Council Member Green expressed concern if the price was a fair asking price and would the City pay more if they wanted it back or purchased another property. Council Member Schaub expressed his frustration of waiting too long and not being able to sell them. Mayor Gonzales added his objective was about special events downtown and if we would have enough parking. He asked Economic Director Starr Lehl if she has had any complaints with downtown parking and events. Ms. Lehl stated, for events, the parking lots were full, but they did not receive any complaints. She also added she would email the downtown businesses to get their thoughts, with Mayor Gonzales commenting he would like to get an updated opinion from the Businesses Improvement District before doing anything. Council Member Shaver made a motion to not accept the purchase agreements. The motion died for lack of a second. Mayor Gonzales made a motion to table the Purchase Agreements for sale of Parking Lots until the next meeting, seconded by Council Member Green, "YEAS," McKerrigan, Green, and Gonzales. "NAYS," Shaver and Schaub. Absent: None.

Mr. Johnson explained the Resolution setting the final tax request for the 2019-2020 year at a different amount than the prior year request stating the property tax request for the City of Scottsbluff is $1,970,134, an increase of 2.96% or $56,396. Council Member McKerrigan made the motion, seconded by Council Member Schaub to approve Resolution No. 19-09-01setting the final tax request for the 2019-2020 year at a different amount than the prior year request, "YEAS," Green, Schaub, Shaver, Gonzales, and McKerrigan. "NAYS," None. Absent: None.

RESOLUTION NO. 19-09-01

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

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

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

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

1. The 2019-2020 property tax request be set at $1,970,134 for the City of Scottsbluff.

2. The 2019-2020 property tax request be set at $54,100 for the Business Improvement District.

3. A copy of this resolution be certified and forwarded to the County Clerk on or before October 12, 2019.

PASSED AND APPROVED this 3rd day of September, 2019.

_____
Mayor

ATTEST:

_____
City Clerk (seal)

Council Member Shaver introduced the Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2019-2020 and was read by title on first reading: **AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVDE FOR AN EFFECTIVE DATE.**

Council Member Shaver made the motion, seconded by Council Member Schaub, to approve Resolution No. 19-09-02 authorizing the signing of the Annual Certification of Program Compliance to Nebraska Board of Public Roads Classifications and Standards 2019, "YEAS," Shaver, Gonzales, Schaub, McKerrigan, and Green. "NAYS," None. Absent: None.

RESOLUTION

SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM

2019

Resolution No. 19-09-02

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

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

Be it resolved that the Mayor |X] Village Board Chairperson □ of Scottsbluff
(Check one box) *(Print name of jurisdiction)*
is hereby authorized to sign the attached Municipal Annual Certification of Program Compliance form.

Adopted this 3rd day of September 2019 at Scottsbluff Nebraska.
(Month)

City Council/Village Board Members

Raymond Gonzales	**Scott Shaver**
Jeanne McKerrigan	**Nathan Green**
Terry Schaub	

City Council/Village Board Member Shaver
Moved the adoption of said resolution
Member Schaub Seconded the Motion
Roll Call: 5 Yes 0 No 0 Abstained 0 Absent
Resolution adopted, signed and billed as adopted.

Attest:

_____
(Signature of Clerk)

Council Member Schaub introduced the Ordinance for the rezones of parcels Lot 3, Block 3 and Block 4 of Panhandle Cooperative Subdivision from Planned Business Center (PBC) and C-2 Neighborhood Commercial to C-3 Heavy Commercial and was read by title on first reading: **AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOT 3, BLOCK 3, PANHANDLE COOPERATIVE SUBDIVISION, IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA CURRENTLY ZONED AS PLANNED BUSINESS CENTER (PBC), AND BLOCK 4, PANHANDLE COOPERATIVE SUBDIVISION, IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA CURRENTLY ZONED AS C-2 NEIGHBORHOOD COMMERCIAL, WILL BOTH NOW BE INCLUDED IN C-3 HEAVY COMMERCIAL, AND REPEALING PRIOR SECTION 25-1-4.**

Moved by Council Member Schaub, seconded by Mayor Gonzales, that the statutory rule requiring the Ordinance to be read by title on three different days be suspended, "YEAS," Schaub, McKerrigan, and Gonzales. "NAYS," Green and Shaver. Absent: None. The motion was not approved by three-fourths of the Council Members and therefore the Ordinance will be read by title on three different days.

Council introduced Ordinance No. 4245 updating Cable Television Systems including Franchise Procedures and guidelines for Rights-of-Way and was read by title on third reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE BY AMENDING CHAPTER 11, ARTICLE 5, DEALING WITH CABLE TELEVISION SYSTEMS AND THE ISSUANCE OF FRANCHISES TO OPERATORS OF CABLE TELEVISION SYSTEMS, ALLOWING FOR THE USE OF RIGHTS-OF-WAY FOR CABLE TELEVISION SYSTEMS, AND REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE WHICH ARE INCONSISTENT WITH THIS ORDINANCE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.** Council Member Schaub made the motion, seconded by Council Member McKerrigan to adopt Ordinance No. 4245 updating Cable Television Systems including Franchise Procedures and guidelines for Rights-of-Way, "YEAS," Gonzales, Green, McKerrigan, Shaver, and Schaub. "NAYS," None. Absent: None.

Council introduced the Ordinance updating utility user fees, including water and sewer fees, solid waste collection and surcharge for storm water and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING SEWER USER FEES AT CHAPTER 6 ARTICLE 6, INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS, AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT CHAPTER 6 ARTICLE 6, AND WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE.**

Council introduced the Ordinance authorizing the issuance of General Obligation Highway Allocation Fund Pledge Bonds, Series 2020, for improvements to streets of the City and was read by title on second reading: **AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2020, OF THE CITY OF SCOTTSBLUFF, NEBRASKA IN A PRINCIPAL AMOUNT NOT TO EXCEED $2,520,000 TO PAY THE COSTS OF CONSTRUCTING IMPROVEMENTS TO CERTAIN STREETS OF THE CITY; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE BONDS AND PROVIDING FOR THE FIXING AND ESTABLISHING OF OTHER DETAILS OF THE BONDS; PLEDGING FUNDS RECEIVED FROM THE NEBRASKA HIGHWAY ALLOCATION FUND AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS.**

Due to the tabling of the Purchase Agreements for the sale of Parking Lots, the agenda items of authorizing the sale of city-owned property Lots Five (5) and Six (6), Block One (1), ORIGINAL TOWN ADDITION to Western States Bank for $20,000.00 and Lot Four (4), EXCEPT the North Four Feet (4'), Block One (1), ORIGINAL TOWN ADDITION to Chaloupka, Holyoke, Snyder Chaloupka & Longoria, PC, LLO for $12,500.00 will remain on the table.

Mr. Johnson explained the 2019-2020 Pay Resolution stating the change is a 2% Cost of Living Wage to General Employees, totaling approximately $35,000.00; staff is recommending approval. Council Member Green asked if there is an average grade employee's start at and if there is a majority where employees fall on the scale. Mr. Johnson stated it is whatever their job duties are and it ranges according to the job description. Some positions vary with more than one employee, but with others there is only one person in the position. Council Member Shaver made the motion, seconded by Council Member Green, to adopt the 2019-2020 Pay Resolution No. 18-09-03, "YEAS," Shaver, Gonzales, Schaub, McKerrigan, and Green. "NAYS," None. Absent: None.

RESOLUTION NO. 19-09-03

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

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

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

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

BI-WEEKLY RATES – GENERAL EMPLOYEES

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

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

HOURLY POSITIONS – GENERAL EMPLOYEES ONLY

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

EXEMPT POSITIONS

Professional, Administrative and Executive

Grade	Class Titles	Grade	Class Titles
18	Librarian	26	Deputy Director of Finance
19	Recreation Supervisor	26	Deputy Director of Public Works
20	GIS Analyst	27	Director of Economic Development
22	Transportation Supervisor	27	Police Captain
22	Water System Supervisor	27	Director of Human Resources

22	Wastewater Plant Supervisor	29	Director of Public Works
22	Environmental Services Supervisor	29	Fire Chief
22	Code Administrator II	30	Police Chief
23	Planning Administrator	31	Director of Finance
24	City Clerk/Risk Manager		
24	Library Director		
24	Emergency Management Director		
24	Park Supervisor		

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

Position	**Salary Minimum**	**Salary Maximum**
City Manager	Established by City Council	

Seasonal and Part-time
Hourly Rates

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

Waterpark Aide	$9.20	$9.70	$10.20	$10.40	$10.60	$10.80	$11.00

*Lifeguard	$9.20	$9.70	$10.20	$10.40	$10.60	$10.80	$11.00

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

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

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

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

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

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

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

HOURLY POSITIONS – IBEW UNION ELIGIBILE POSITIONS

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

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

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

Grade	A	B	C	D	E	L1	L2
13	15.25	16.01	16.81	17.65	18.53	19.46	20.43
14	16.01	16.81	17.65	18.53	19.46	20.43	21.45
16	17.65	18.53	19.46	20.43	21.45	22.52	23.65

17	18.53	19.46	20.43	21.45	22.52	23.65	24.83
18	19.46	20.43	21.45	22.52	23.65	24.83	26.07
19	20.43	21.45	22.52	23.65	24.83	26.07	27.37

8. Resolution No. 18-08-04 and all other resolutions in conflict with this resolution are repealed.

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

_____
Mayor

ATTEST:

_____
City Clerk

Concerning the Resolution regarding the application for federal assistance from the Land and Water Conservation Fund Program for the purpose of building improvements at the 23 Club Baseball Field, Mr. Johnson explained the total project estimated cost is $1,433,631.00, with the grant request being $200,000.00. 23 Club has hired a grant writer to help them with the process of the grant, which has to be applied for by a political subdivision. Council Member McKerrigan made the motion, seconded by Council Member Green, to approve Resolution No. 19-09-04 regarding the application for federal assistance from the Land and Water Conservation Fund Program for the purpose of building improvements at the 23 Club Baseball Field, "YEAS," Schaub, McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: None.

Resolution 19-09-04

Land and Water Conservation Fund Application FY 2019
RESOLUTION ON ACQUISITION OR DEVELOPMENT FOR OUTDOOR RECREATION

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

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

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

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

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

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

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

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

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

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

_____ _____
(Mayor/Chairperson of the Board Signature) Attest (Clerk)

Note: Resolution must be signed and sealed.

Mr. Johnson brought forward discussion regarding an Ordinance increasing the Occupation Tax on Hotel Accommodations as directed by staff. The increase would be from 4% to 8%. Council Member Green stated he had a concern of increasing the tax to 8%. He was also troubled with the timing of adding the tax, stating if we are going to raise the tax, he would like to see it balance the budget to finish what we are doing, rather than look for more money to put into our budget before we get it set.

Mr. Clarence Gealy, hotel owner, approached Council and questioned what the purpose of the tax is. He explained the first tax was detrimental to his business and wanted Council to understand what they are doing. Council Member McKerrigan responded to Mr. Gealy, stating, she did research on the tax and hotels in Scottsbluff are paying 17%; if the tax is increased that will go to 21%. Mr. Gealy stated that was correct because there is sales tax, occupancy tax, and tourism tax added together to make that number. Council Member Shaver made the motion, seconded by Council Member McKerrigan, to reject the Ordinance increasing the Occupation Tax on Hotel Accommodations, "YEAS," Gonzales, Green, McKerrigan, Shaver, and Schaub. "NAYS," None. Absent: None

Mr. Johnson explained he would like Council to discuss and consider establishing representatives to go to Lincoln to testify when certain bills are in committee. An example, he cited, was the City bringing forward creating stormwater as a utility for first class cities to the League of Nebraska Municipalities. He added the League was receptive and it would be proactive to have officials testify on behalf of the City because it was introduced by us. Council Member Shaver commented he thinks the Mayor should be one of those people to testify. Council Member Schaub asked that he be considered to testify also, due to his experience with working with different Senators. Council Member Green asked how that would set into the scope of Council Members being able to speak on behalf of the City, rather than the City Manager. Mr. Johnson answered saying it would be most beneficial if elected officials talk on behalf of the City, rather than appointed officials. Council Member Green also commented he would like to see a framework of how the committee should be put together. Council Member Schaub agreed, asking Mr. Johnson to come back with information from other councils regarding legislative committees. After discussion, Mayor Gonzales asked Mr. Johnson to bring Lynn Rex with the League of Nebraska Municipalities to speak at the September 30th meeting to help with the process.

Under public comments, Mr. Dan Marshall approached Council with three comments. The first was regarding the Scottsbluff Fire Department. He was very impressed with their professionalism and respect for an individual that needed help at a location he was at. He feels we have a great Fire Chief that shows leadership and commends the great staff under him. The second comment is concerning the water tower by the soccer complex. During the balloon festival, there was a picture with the balloons by the water tower and you can hardly see Scottsbluff on the tower. He would like to see it painted to show pride in our community. The third comment is also at the soccer complex. He is very disappointed with the fencing and the electrical boxes needed for the solar panels, feeling it is taking away from the aesthetics of the soccer complex. He would like to see trees put around the chain link fence.

Under Council Reports, Council Member Shaver attended a 911 Advisory Committee Meeting. They received bids back for the tower and other items and they are working with priority dispatch regarding payments. Council Member Schaub said the Emergency Management Committee is meeting on September 11th at noon, which is a conflict with the council meeting. Mayor Gonzales stated the PADD meeting is September 12th at the Cirrus House. Council Member McKerrigan will be attending the RC&D meeting this month.

Council Member Schaub made the motion, seconded by Council Member Green, to adjourn the meeting at 7:36 p.m., "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None.

_____
Mayor

Attest:

_____
City Clerk
"SEAL"

City of Scottsbluff, Nebraska

Monday, September 16, 2019

Regular Meeting

Item Consent2

Council to acknowledge receipt of and take no action on a liability claim from Jeremy Blanco. The claim will be withdrawn and forwarded to the City's insurance carrier.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, September 16, 2019

Regular Meeting

Item Consent3

Council to acknowledge receipt of and take no action on a liability claim from Chad Blackburn. The claim will be withdrawn and forwarded to the City's insurance carrier.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, September 16, 2019

Regular Meeting

Item Consent4

Council to set a Public Hearing for September 27, 2019 at 8:00 a.m. to consider a resolution and application to the Nebraska Department of Economic Development for a Community Development Block Grant in the amount of $750,000 for Owner Occupied Housing Rehabilitation.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska
Monday, September 16, 2019
Regular Meeting

Item Claims1

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

Staff Contact: Liz Hilyard, Finance Director

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00393 - ACTION COMMUNICATIONS INC.					
Fund: 111 - GENERAL					
RADIO ANTENNA COAX	EQUIPMENT MAINTENANCE				10.00
				Fund 111 - GENERAL Total:	**10.00**
Fund: 621 - ENVIRONMENTAL SERVICES					
INTERNET SERVICE 9/1/19 - 9/3...	DEPARTMENT SUPPLIES				55.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**55.00**
Fund: 631 - WASTEWATER					
INTERNET SERVICE 9/1/19 - 9/3...	DEPARTMENT SUPPLIES				55.00
				Fund 631 - WASTEWATER Total:	**55.00**
				Vendor 00393 - ACTION COMMUNICATIONS INC. Total:	**120.00**
Vendor: 02583 - ADVANCE AUTO PARTS					
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- DEF	OIL & ANTIFREEZE				413.70
TRANS #450- AIR FILTER	EQUIPMENT MAINTENANCE				9.45
WATER - OIL FILTER	EQUIPMENT MAINTENANCE				2.00
CENTRAL GARAGE- AIR FILTER	EQUIPMENT MAINTENANCE				8.60
ES STOCK- DEF	EQUIPMENT MAINTENANCE				221.00
POLICE #25- OIL FILTER	EQUIPMENT MAINTENANCE				2.87
PARKS #326- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE				11.47
TRANS #436- OIL FILTER	EQUIPMENT MAINTENANCE				3.01
POLICE #2- OIL FILTER	EQUIPMENT MAINTENANCE				3.15
POLICE #6- WATER PUMP	EQUIPMENT MAINTENANCE				107.92
POLICE #10- OIL FILTER	EQUIPMENT MAINTENANCE				3.24
POLICE #5- OIL FILTER	EQUIPMENT MAINTENANCE				2.99
POLICE #9- OIL FILTER	EQUIPMENT MAINTENANCE				3.15
POLICE #1- OIL FILTER	EQUIPMENT MAINTENANCE				3.15
POLICE #4- OIL FILTER	EQUIPMENT MAINTENANCE				3.15
POLICE #3- OIL FILTER	EQUIPMENT MAINTENANCE				3.50
POLICE #7- OIL FILTER	EQUIPMENT MAINTENANCE				3.15
TRANS #425- OIL FILTER	EQUIPMENT MAINTENANCE				2.00
CENTRAL GARAGE- RETURNED...	EQUIPMENT MAINTENANCE				-14.70
CENTRAL GARAGE- RETURNED A..	EQUIPMENT MAINTENANCE				-8.60
				Fund 725 - CENTRAL GARAGE Total:	**784.20**
				Vendor 02583 - ADVANCE AUTO PARTS Total:	**784.20**
Vendor: 05887 - ALLO COMMUNICATIONS,LLC					
Fund: 111 - GENERAL					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				237.72
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				70.55
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				34.65
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				37.65
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				160.00
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				141.09
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				327.18
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				1,144.60
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				36.11
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				423.67
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				200.23
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				10.70
				Fund 111 - GENERAL Total:	**2,824.15**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				454.13
				Fund 212 - TRANSPORTATION Total:	**454.13**
Fund: 213 - CEMETERY					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				70.55
				Fund 213 - CEMETERY Total:	**70.55**
Fund: 224 - ECONOMIC DEVELOPMENT					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				69.05
				Fund 224 - ECONOMIC DEVELOPMENT Total:	**69.05**
Fund: 621 - ENVIRONMENTAL SERVICES					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				166.28
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**166.28**
Fund: 631 - WASTEWATER					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				154.32
				Fund 631 - WASTEWATER Total:	**154.32**
Fund: 641 - WATER					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				181.09
				Fund 641 - WATER Total:	**181.09**
Fund: 661 - STORMWATER					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				35.27
				Fund 661 - STORMWATER Total:	**35.27**
Fund: 721 - GIS SERVICES					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				34.65
				Fund 721 - GIS SERVICES Total:	**34.65**
Fund: 725 - CENTRAL GARAGE					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				35.00
				Fund 725 - CENTRAL GARAGE Total:	**35.00**
				Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:	**4,024.49**
Vendor: 01746 - AL'S TOWING					
Fund: 111 - GENERAL					
TOW SERVICE-PD	CONTRACTUAL SERVICES				95.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				170.00
				Fund 111 - GENERAL Total:	**265.00**
				Vendor 01746 - AL'S TOWING Total:	**265.00**
Vendor: 03711 - AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
MIsc.	DEPARTMENT SUPPLIES				117.86
MIsc.	AUDIOVISUAL SUPPLIES				83.87
MIsc.	BOOKS				123.06
MIsc.	PROGRAMMING				112.66
				Fund 111 - GENERAL Total:	**437.45**
				Vendor 03711 - AMAZON.COM HEADQUARTERS Total:	**437.45**
Vendor: 10077 - ASCHENBRENNER ERIN					
Fund: 111 - GENERAL					
Bus. trvl.	BUSINESS TRAVEL				126.00
				Fund 111 - GENERAL Total:	**126.00**
				Vendor 10077 - ASCHENBRENNER ERIN Total:	**126.00**
Vendor: 06781 - ASSURITY LIFE INSURANCE CO					
Fund: 713 - CASH & INVESTMENT POOL					
LIFE INSURANCE	LIFE INS EE PAYABLE				32.95
				Fund 713 - CASH & INVESTMENT POOL Total:	**32.95**
				Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:	**32.95**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
Dep. sup. - LIBRARY	DEPARTMENT SUPPLIES				59.50
				Fund 111 - GENERAL Total:	**102.50**
Fund: 212 - TRANSPORTATION					
SUPP - WATER	DEPARTMENT SUPPLIES				40.00
SUPP - WATER	DEPARTMENT SUPPLIES				47.50
				Fund 212 - TRANSPORTATION Total:	**87.50**
Fund: 621 - ENVIRONMENTAL SERVICES					
WATER DELIVER X 2 BOTTLES	DEPARTMENT SUPPLIES				17.50
WATER DELIVERY X 5 BOTTLES	DEPARTMENT SUPPLIES				40.00
SALT UNIT RENTAL	DEPARTMENT SUPPLIES				20.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**77.50**
				Vendor 00295 - B & H INVESTMENTS, INC Total:	**267.50**
Vendor: 00271 - B&C STEEL CORPORATION					
Fund: 621 - ENVIRONMENTAL SERVICES					
BOTTOMS FOR DUMPSTERS	DEPARTMENT SUPPLIES				375.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**375.00**
				Vendor 00271 - B&C STEEL CORPORATION Total:	**375.00**
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
JANIT SUPPL-PD	JANITORIAL SUPPLIES				29.05
JANIT SUPPL-PD	JANITORIAL SUPPLIES				29.06
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				75.02
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				75.02
				Fund 111 - GENERAL Total:	**208.15**
				Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:	**208.15**
Vendor: 00091 - BSN SPORTS, INC					
Fund: 111 - GENERAL					
DEPT SUPP REC	DEPARTMENT SUPPLIES				240.88
				Fund 111 - GENERAL Total:	**240.88**
				Vendor 00091 - BSN SPORTS, INC Total:	**240.88**
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				44.00
Cont. srvcs.	CONTRACTUAL SERVICES				205.33
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE				138.05
				Fund 111 - GENERAL Total:	**387.38**
				Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:	**387.38**
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 212 - TRANSPORTATION					
CELL PHONE FOR ON CALL	PHONE & INTERNET				96.28
				Fund 212 - TRANSPORTATION Total:	**96.28**
Fund: 631 - WASTEWATER					
CELL PHONES	CONTRACTUAL SERVICES				5.33
CELL PHONES	CELLULAR PHONE				58.71
				Fund 631 - WASTEWATER Total:	**64.04**
Fund: 641 - WATER					
CELL PHONES	CONTRACTUAL SERVICES				5.33

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CELL PHONES	CELLULAR PHONE				65.14
				Fund 641 - WATER Total:	**70.47**
				Vendor 07911 - CELLCO PARTNERSHIP Total:	**230.79**
Vendor: 07250 - CHRIS REYES					
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPP	DEPARTMENT SUPPLIES				157.21
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**157.21**
Fund: 631 - WASTEWATER					
DEPT SUPP	DEPARTMENT SUPPLIES				157.21
				Fund 631 - WASTEWATER Total:	**157.21**
Fund: 641 - WATER					
DEPT SUPP	DEPARTMENT SUPPLIES				157.20
				Fund 641 - WATER Total:	**157.20**
				Vendor 07250 - CHRIS REYES Total:	**471.62**
Vendor: 05859 - CITIBANK, N.A.					
Fund: 111 - GENERAL					
DEPT SUPP REC	DEPARTMENT SUPPLIES				-32.06
DEPT SUPP REC	DEPARTMENT SUPPLIES				29.96
DEPT SUPP REC	DEPARTMENT SUPPLIES				32.06
				Fund 111 - GENERAL Total:	**29.96**
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				84.86
				Fund 213 - CEMETERY Total:	**84.86**
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				84.49
				Fund 641 - WATER Total:	**84.49**
				Vendor 05859 - CITIBANK, N.A. Total:	**199.31**
Vendor: 00484 - CITY OF GERING					
Fund: 621 - ENVIRONMENTAL SERVICES					
TRASH, RECYCLING DISPOSAL F...	DISPOSAL FEES				46,714.57
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**46,714.57**
				Vendor 00484 - CITY OF GERING Total:	**46,714.57**
Vendor: 10076 - CLARK ALLEN					
Fund: 111 - GENERAL					
CAMPGROUND	CAMPGROUND FEES				150.00
				Fund 111 - GENERAL Total:	**150.00**
				Vendor 10076 - CLARK ALLEN Total:	**150.00**
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				285.95
				Fund 111 - GENERAL Total:	**285.95**
				Vendor 01976 - CLARK PRINTING LLC Total:	**285.95**
Vendor: 10013 - COLE TOOL DISTRIBUTORSLLC					
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- PRY BAR KIT	DEPARTMENT SUPPLIES				134.95
				Fund 725 - CENTRAL GARAGE Total:	**134.95**
				Vendor 10013 - COLE TOOL DISTRIBUTORSLLC Total:	**134.95**
Vendor: 00706 - COMPUTER CONNECTION INC					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				44.00
				Fund 111 - GENERAL Total:	**44.00**
				Vendor 00706 - COMPUTER CONNECTION INC Total:	**44.00**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 212 - TRANSPORTATION					
JOINT SEALANT & PAINT MARK...	DEPARTMENT SUPPLIES				38.51
SUPP - WOOD STAKES, CONCRE...	DEPARTMENT SUPPLIES				115.64
SUPP - BLADES FOR CONCRETE ...	DEPARTMENT SUPPLIES				823.93
				Fund 212 - TRANSPORTATION Total:	**978.08**
				Vendor 00267 - CONTRACTORS MATERIALS INC. Total:	**978.08**
Vendor: 09824 - CORE & MAIN LP					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				128.89
				Fund 641 - WATER Total:	**128.89**
				Vendor 09824 - CORE & MAIN LP Total:	**128.89**
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS					
Fund: 111 - GENERAL					
FEE - AUGUST 2019	CONSULTING SERVICES				50.00
				Fund 111 - GENERAL Total:	**50.00**
				Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:	**50.00**
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				194.92
				Fund 713 - CASH & INVESTMENT POOL Total:	**194.92**
				Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:	**194.92**
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC					
Fund: 111 - GENERAL					
GROUND MAINT PK	GROUNDS MAINTENANCE				8.61
				Fund 111 - GENERAL Total:	**8.61**
				Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:	**8.61**
Vendor: 09767 - CROELL INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				198.49
				Fund 641 - WATER Total:	**198.49**
				Vendor 09767 - CROELL INC Total:	**198.49**
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				6.99
Dep. sup.	DEPARTMENT SUPPLIES				22.29
Dep. sup.	DEPARTMENT SUPPLIES				6.99
CRTDG INK JET CYAN	DEPARTMENT SUPPLIES				34.99
DEPT SUPP	DEPARTMENT SUPPLIES				25.35
DEPT SUPP	DEPARTMENT SUPPLIES				12.66
DEPT SUPP	DEPARTMENT SUPPLIES				22.80
				Fund 111 - GENERAL Total:	**132.07**
				Vendor 07689 - CYNTHIA GREEN Total:	**132.07**
Vendor: 00234 - D & H ELECTRONICS INC.					
Fund: 111 - GENERAL					
DEPT SUPP REC	DEPARTMENT SUPPLIES				8.16
				Fund 111 - GENERAL Total:	**8.16**
				Vendor 00234 - D & H ELECTRONICS INC. Total:	**8.16**
Vendor: 03240 - DALE VITITO					
Fund: 218 - PUBLIC SAFETY					
CIP-PO PATROL CARS	EQUIPMENT				1,125.82
				Fund 218 - PUBLIC SAFETY Total:	**1,125.82**
				Vendor 03240 - DALE VITITO Total:	**1,125.82**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
TIRES FOR UNIT #818	VEHICLE MAINTENANCE				1,168.83
MISC TIRE REPAIRS	VEHICLE MAINTENANCE				1,757.51
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**2,926.34**
				Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:	**2,926.34**
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
HAULING RECYCLING TO DENV...	DISPOSAL FEES				800.00
HAULING RECYCLING TO DENV...	DISPOSAL FEES				800.00
HAULING RECYCLING TO DENV...	EQUIPMENT MAINTENANCE				361.84
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**1,961.84**
				Vendor 07421 - DUANE E. WOHLERS Total:	**1,961.84**
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
NEW RECYCLING CANS x 77	DEPARTMENT SUPPLIES				5,621.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**5,621.00**
				Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:	**5,621.00**
Vendor: 00044 - EMBLEM ENTERPRISES INC					
Fund: 111 - GENERAL					
UNIFORMS-PD	UNIFORMS & CLOTHING				238.55
				Fund 111 - GENERAL Total:	**238.55**
				Vendor 00044 - EMBLEM ENTERPRISES INC Total:	**238.55**
Vendor: 06947 - ENFORCEMENT VIDEO, LLC					
Fund: 111 - GENERAL					
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				11.75
				Fund 111 - GENERAL Total:	**11.75**
				Vendor 06947 - ENFORCEMENT VIDEO, LLC Total:	**11.75**
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 111 - GENERAL					
EQUIP MAINT PK	EQUIPMENT MAINTENANCE				23.00
EQUIP MAINT PK	EQUIPMENT MAINTENANCE				155.00
				Fund 111 - GENERAL Total:	**178.00**
Fund: 725 - CENTRAL GARAGE					
POLICE #23- TIRES	EQUIPMENT MAINTENANCE				497.00
				Fund 725 - CENTRAL GARAGE Total:	**497.00**
				Vendor 07574 - FAT BOYS TIRE AND AUTO Total:	**675.00**
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 641 - WATER					
POSTAGE	POSTAGE				192.79
				Fund 641 - WATER Total:	**192.79**
				Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	**192.79**
Vendor: 00462 - FIRST STATE BANK					
Fund: 311 - DEBT SERVICE					
WARRANTS P & I	DEBT SERVICE				68,651.69
WARRANTS P & I	DEBT SERVICE-INTEREST				20,228.78
				Fund 311 - DEBT SERVICE Total:	**88,880.47**
				Vendor 00462 - FIRST STATE BANK Total:	**88,880.47**
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF					
Fund: 111 - GENERAL					
TRANSMISSION FLUID FOR TO...	DEPARTMENT SUPPLIES				43.09
				Fund 111 - GENERAL Total:	**43.09**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 725 - CENTRAL GARAGE					
TRANS #450- OIL FILTER	EQUIPMENT MAINTENANCE				6.43
				Fund 725 - CENTRAL GARAGE Total:	**6.43**
				Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:	**49.52**
Vendor: 09946 - FRANCHETTI MATTHEW					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				95.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
				Fund 111 - GENERAL Total:	**131.00**
				Vendor 09946 - FRANCHETTI MATTHEW Total:	**131.00**
Vendor: 05600 - GALLS INC					
Fund: 111 - GENERAL					
UNIFORMS-PD	UNIFORMS & CLOTHING				60.93
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				79.99
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				47.97
UNIFORMS-PD	UNIFORMS & CLOTHING				165.93
				Fund 111 - GENERAL Total:	**354.82**
				Vendor 05600 - GALLS INC Total:	**354.82**
Vendor: 09610 - GRAY TELEVISON GROUP INC					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				1,390.00
				Fund 661 - STORMWATER Total:	**1,390.00**
				Vendor 09610 - GRAY TELEVISON GROUP INC Total:	**1,390.00**
Vendor: 09933 - HANN RICHARD					
Fund: 111 - GENERAL					
CONTRACTUAL 8-27 & 8/28	CONTRACTUAL SERVICES				72.00
				Fund 111 - GENERAL Total:	**72.00**
				Vendor 09933 - HANN RICHARD Total:	**72.00**
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				2,047.16
				Fund 641 - WATER Total:	**2,047.16**
				Vendor 04371 - HAWKINS, INC. Total:	**2,047.16**
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				170.39
				Fund 631 - WASTEWATER Total:	**170.39**
				Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:	**170.39**
Vendor: 10075 - HELDT SHARON					
Fund: 223 - KENO					
TREE REBATE	CONTRACTUAL SERVICES				85.00
				Fund 223 - KENO Total:	**85.00**
				Vendor 10075 - HELDT SHARON Total:	**85.00**
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
UNIFORMS-PD	UNIFORMS & CLOTHING				109.48
UNIFORMS-PD	UNIFORMS & CLOTHING				109.48
UNIFORMS-PD	UNIFORMS & CLOTHING				109.48
UNIFORMS-PD	UNIFORMS & CLOTHING				109.48
JANITORIA SUPP PK	JANITORIAL SUPPLIES				78.00
UNIFORMS-PD	UNIFORMS & CLOTHING				109.48
Jan. sup.	JANITORIAL SUPPLIES				89.25
DEPT SUPP ADM	DEPARTMENT SUPPLIES				52.79
				Fund 111 - GENERAL Total:	**767.44**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				33.26
SUPP - MATS, TOWELS, VINYL G...	DEPARTMENT SUPPLIES				100.92
				Fund 212 - TRANSPORTATION Total:	**134.18**
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				24.29
				Fund 631 - WASTEWATER Total:	**24.29**
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				24.30
				Fund 641 - WATER Total:	**24.30**
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- RUGS, SHOP...	DEPARTMENT SUPPLIES				34.56
CENTRAL GARAGE- RUGS, SHOP...	UNIFORMS & CLOTHING				9.32
CENTRAL GARAGE- RUGS, SHOP...	DEPARTMENT SUPPLIES				35.95
CENTRAL GARAGE- RUGS, SHOP...	UNIFORMS & CLOTHING				9.69
				Fund 725 - CENTRAL GARAGE Total:	**89.52**
				Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	**1,039.73**
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
GROUND MAINT PK	GROUNDS MAINTENANCE				40.00
GROUND MAINT PK	GROUNDS MAINTENANCE				109.86
GROUND MAINT PK	GROUNDS MAINTENANCE				-95.26
				Fund 111 - GENERAL Total:	**54.60**
				Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:	**54.60**
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks.	BOOKS				229.19
Bk.	BOOKS				8.07
Bks.	BOOKS				40.37
Bks.	BOOKS				342.12
Bks.	BOOKS				35.84
				Fund 111 - GENERAL Total:	**655.59**
Fund: 211 - REGIONAL LIBRARY					
Bks.	BOOKS				9.82
				Fund 211 - REGIONAL LIBRARY Total:	**9.82**
				Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:	**665.41**
Vendor: 00733 - INLAND TRUCK PARTS & SERVICE					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				7,960.05
				Fund 631 - WASTEWATER Total:	**7,960.05**
				Vendor 00733 - INLAND TRUCK PARTS & SERVICE Total:	**7,960.05**
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,662.38
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,662.38
WITHHOLDINGS	FICA W/H EE PAYABLE				13,565.09
WITHHOLDINGS	FICA W/H EE PAYABLE				13,565.09
WITHHOLDINGS	FED W/H EE PAYABLE				20,636.66
				Fund 713 - CASH & INVESTMENT POOL Total:	**55,091.60**
				Vendor 08154 - INTERNAL REVENUE SERVICE Total:	**55,091.60**
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
CONTRACT SERVICES - AUGUST ...	CONTRACTUAL SERVICES				1,530.00
CONTRACT SERVICES - LIBRARY ...	CONTRACTUAL SERVICES				1,106.25
				Fund 111 - GENERAL Total:	**2,636.25**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 213 - CEMETERY					
CONTRACT SERVICES - AUGUST ...	CONTRACTUAL SERVICES				127.50
				Fund 213 - CEMETERY Total:	**127.50**
Fund: 631 - WASTEWATER					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				29.00
CONTRACT SERVICES - AUGUST ...	CONTRACTUAL SERVICES				318.75
				Fund 631 - WASTEWATER Total:	**347.75**
Fund: 721 - GIS SERVICES					
CONTRACT SERVICES - AUGUST ...	CONTRACTUAL SERVICES				21.25
				Fund 721 - GIS SERVICES Total:	**21.25**
				Vendor 08525 - INTRALINKS, INC Total:	**3,132.75**
Vendor: 03435 - JAMES H. NEUWIRTH					
Fund: 223 - KENO					
DEPT SUPP PK	DEPARTMENT SUPPLIES				2,348.55
				Fund 223 - KENO Total:	**2,348.55**
				Vendor 03435 - JAMES H. NEUWIRTH Total:	**2,348.55**
Vendor: 00873 - JEFFREY F MARTISCHEWSKY					
Fund: 111 - GENERAL					
INSTALL OUTLETS - COUNCIL C...	BUILDING MAINTENANCE				352.99
				Fund 111 - GENERAL Total:	**352.99**
				Vendor 00873 - JEFFREY F MARTISCHEWSKY Total:	**352.99**
Vendor: 05325 - JOHN E. REID & ASSOCIATES, INC.					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				1,725.00
				Fund 111 - GENERAL Total:	**1,725.00**
				Vendor 05325 - JOHN E. REID & ASSOCIATES, INC. Total:	**1,725.00**
Vendor: 00014 - KEEP SCOTTSBLUFF-GERING BEAUTIFUL					
Fund: 621 - ENVIRONMENTAL SERVICES					
ANNUAL SUPPORT 2018-2019	CONTRACTUAL SERVICES				5,000.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**5,000.00**
Fund: 661 - STORMWATER					
SW - DECALS, MAPPING, EDUC...	CONTRACTUAL SERVICES				11,500.00
				Fund 661 - STORMWATER Total:	**11,500.00**
				Vendor 00014 - KEEP SCOTTSBLUFF-GERING BEAUTIFUL Total:	**16,500.00**
Vendor: 09825 - KEMBEL JARED					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
				Fund 111 - GENERAL Total:	**36.00**
				Vendor 09825 - KEMBEL JARED Total:	**36.00**
Vendor: 09371 - KIRK BERNHARDT					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				50.00
CONTRACTUAL	CONTRACTUAL SERVICES				50.00
CONTRACTUAL	CONTRACTUAL SERVICES				50.00
				Fund 111 - GENERAL Total:	**150.00**
				Vendor 09371 - KIRK BERNHARDT Total:	**150.00**
Vendor: 09747 - KNOW HOW LLC					
Fund: 111 - GENERAL					
EQUIP MAINT PK	EQUIPMENT MAINTENANCE				277.38
				Fund 111 - GENERAL Total:	**277.38**
Fund: 213 - CEMETERY					
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE				14.05
				Fund 213 - CEMETERY Total:	**14.05**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				210.89
				Fund 641 - WATER Total:	**210.89**
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- HOSE	DEPARTMENT SUPPLIES				19.38
PARKS #336- BATTERY	EQUIPMENT MAINTENANCE				109.19
TRANS #444- TURN SIGNAL	EQUIPMENT MAINTENANCE				36.61
TRANS #450- OIL AND AIR FILTE...	EQUIPMENT MAINTENANCE				32.89
TRANS #444- TAIL LIGHT	EQUIPMENT MAINTENANCE				28.64
TRANS #450- AIR FILTER	EQUIPMENT MAINTENANCE				14.60
CENTRAL GARAGE- TAIL LIGHT	EQUIPMENT MAINTENANCE				28.64
WATER #443- OIL, FUEL, AIR FIL...	EQUIPMENT MAINTENANCE				104.16
CENTRAL GARAGE- PULL START...	DEPARTMENT SUPPLIES				4.23
ES #818- HEADLIGHT	EQUIPMENT MAINTENANCE				9.05
TRANS #499- CABLE CLIP	EQUIPMENT MAINTENANCE				2.20
ES #827- AIR, OIL, FUEL FILTERS	EQUIPMENT MAINTENANCE				97.88
ES STOCK- HEADLIGHTS	EQUIPMENT MAINTENANCE				20.16
RETURNED DIFFERENTIAL VENT	EQUIPMENT MAINTENANCE				-4.79
				Fund 725 - CENTRAL GARAGE Total:	**502.84**
				Vendor 09747 - KNOW HOW LLC Total:	**1,005.16**
Vendor: 09872 - KRIZ DAVIS					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				1,044.60
				Fund 631 - WASTEWATER Total:	**1,044.60**
				Vendor 09872 - KRIZ DAVIS Total:	**1,044.60**
Vendor: 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES					
Fund: 111 - GENERAL					
MEMBERSHIP DUES 9/1/19 - 8/...	MEMBERSHIPS				34,544.00
				Fund 111 - GENERAL Total:	**34,544.00**
Fund: 631 - WASTEWATER					
MEMBERSHIPS	MEMBERSHIPS				1,526.00
				Fund 631 - WASTEWATER Total:	**1,526.00**
Fund: 641 - WATER					
MEMBERSHIPS	MEMBERSHIPS				1,526.00
				Fund 641 - WATER Total:	**1,526.00**
				Vendor 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES Total:	**37,596.00**
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT					
Fund: 111 - GENERAL					
CONSULTING-PD	CONSULTING SERVICES				100.00
				Fund 111 - GENERAL Total:	**100.00**
				Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:	**100.00**
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				1,620.00
				Fund 111 - GENERAL Total:	**1,620.00**
Fund: 212 - TRANSPORTATION					
ENG. SERVICES FOR PARKING L...	CONTRACTUAL SERVICES				630.00
				Fund 212 - TRANSPORTATION Total:	**630.00**
Fund: 661 - STORMWATER					
CONSULTING	CONSULTING SERVICES				1,520.00
				Fund 661 - STORMWATER Total:	**1,520.00**
				Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:	**3,770.00**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08190 - MADISON NATIONAL LIFE					
Fund: 111 - GENERAL					
LIFE INSURANCE	DISABILITY INSURANCE				438.91
				Fund 111 - GENERAL Total:	**438.91**
Fund: 713 - CASH & INVESTMENT POOL					
LIFE INSURANCE	LIFE INS EE PAYABLE				7.40
LIFE INSURANCE	DIS INC INS EE PAYABLE				669.27
LIFE INSURANCE	LIFE INS ER PAYABLE				728.35
				Fund 713 - CASH & INVESTMENT POOL Total:	**1,405.02**
				Vendor 08190 - MADISON NATIONAL LIFE Total:	**1,843.93**
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 641 - WATER					
RENT - MACHINES	RENT-MACHINES				60.65
				Fund 641 - WATER Total:	**60.65**
				Vendor 08317 - MATHESON TRI-GAS INC Total:	**60.65**
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
GROUND MAINT PK	GROUNDS MAINTENANCE				21.94
BALLAST FOR STATION LIGHTS	DEPARTMENT SUPPLIES				14.97
DEPT SUPP PK	DEPARTMENT SUPPLIES				19.96
3/4 INCH VINYL TUBING AND C...	DEPARTMENT SUPPLIES				14.30
GROUND MAINT PK	GROUNDS MAINTENANCE				23.67
DEPT SUPP REC	DEPARTMENT SUPPLIES				13.96
HAND SANITIZER AND 10 AMP ...	DEPARTMENT SUPPLIES				17.92
DEPT SUPP PK	DEPARTMENT SUPPLIES				18.53
GROUND MAINT PK	GROUNDS MAINTENANCE				-23.67
				Fund 111 - GENERAL Total:	**121.58**
Fund: 212 - TRANSPORTATION					
SUPP - HEM FIR	DEPARTMENT SUPPLIES				10.99
SUPP - SPRAY PAINT, BROOM	DEPARTMENT SUPPLIES				40.41
				Fund 212 - TRANSPORTATION Total:	**51.40**
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				34.39
				Fund 631 - WASTEWATER Total:	**34.39**
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				5.34
				Fund 641 - WATER Total:	**5.34**
				Vendor 07628 - MENARDS, INC Total:	**212.71**
Vendor: 07253 - MICHAEL B KEMBEL					
Fund: 111 - GENERAL					
CAPACITOR FOR OVERHEAD D...	BUILDING MAINTENANCE				111.46
				Fund 111 - GENERAL Total:	**111.46**
				Vendor 07253 - MICHAEL B KEMBEL Total:	**111.46**
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
Legal Publishing	LEGAL PUBLICATIONS				18.71
Legal Publishing	LEGAL PUBLICATIONS				482.29
Legal Publishing	LEGAL PUBLICATIONS				32.45
Legal Publishing	LEGAL PUBLICATIONS				12.60
Legal Publishing	LEGAL PUBLICATIONS				17.18
				Fund 111 - GENERAL Total:	**563.23**
Fund: 224 - ECONOMIC DEVELOPMENT					
Legal Publishing	PUBLICATIONS				17.56
				Fund 224 - ECONOMIC DEVELOPMENT Total:	**17.56**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
Legal Publishing	LEGAL PUBLICATIONS				227.10
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**227.10**
				Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:	**807.89**
Vendor: 08967 - MONUMENT PREVENTION COALITION					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				1,879.88
CONTRACTUAL-PD	CONTRACTUAL SERVICES				939.94
				Fund 111 - GENERAL Total:	**2,819.82**
				Vendor 08967 - MONUMENT PREVENTION COALITION Total:	**2,819.82**
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP					
Fund: 111 - GENERAL					
IMAGESILO - AUGUST 2019	CONTRACTUAL SERVICES				39.99
				Fund 111 - GENERAL Total:	**39.99**
				Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:	**39.99**
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				903.60
				Fund 713 - CASH & INVESTMENT POOL Total:	**903.60**
				Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:	**903.60**
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 111 - GENERAL					
LODGING TAX	LEGAL FEES				731.20
				Fund 111 - GENERAL Total:	**731.20**
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	STATE W/H EE PAYABLE				18,833.41
				Fund 713 - CASH & INVESTMENT POOL Total:	**18,833.41**
				Vendor 00797 - NE DEPT OF REVENUE Total:	**19,564.61**
Vendor: 01358 - NE LAW ENFORCEMENT TRAINING CENTER					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				52.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				52.00
				Fund 111 - GENERAL Total:	**104.00**
				Vendor 01358 - NE LAW ENFORCEMENT TRAINING CENTER Total:	**104.00**
Vendor: 04460 - NEBRASKA INTERACTIVE, LLC					
Fund: 111 - GENERAL					
ANNUAL FEE & DRIVERS LICENS...	CONSULTING SERVICES				112.00
				Fund 111 - GENERAL Total:	**112.00**
				Vendor 04460 - NEBRASKA INTERACTIVE, LLC Total:	**112.00**
Vendor: 00402 - NEBRASKA MACHINERY CO					
Fund: 621 - ENVIRONMENTAL SERVICES					
REPAIRS WHEEL LOADER	EQUIPMENT MAINTENANCE				349.73
A/C REPAIRS TO LOADER AT TR...	EQUIPMENT MAINTENANCE				85.32
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**435.05**
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				976.82
				Fund 631 - WASTEWATER Total:	**976.82**
Fund: 725 - CENTRAL GARAGE					
TRANS #477- BREATHER KIT	EQUIPMENT MAINTENANCE				371.02
TRANS #477- FILTERS	EQUIPMENT MAINTENANCE				194.83
				Fund 725 - CENTRAL GARAGE Total:	**565.85**
				Vendor 00402 - NEBRASKA MACHINERY CO Total:	**1,977.72**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 111 - GENERAL					
Electric	ELECTRICITY				783.52
Electric	ELECTRICITY				944.49
Electric	ELECTRICITY				39.40
Electric	ELECTRICITY				94.85
Electric	ELECTRICITY				944.48
Electric	ELECTRICITY				202.39
Electric	ELECTRICITY				2,822.82
Electric	ELECTRICITY				647.26
Electric	ELECTRICITY				5,314.38
Electric	ELECTRICITY				2,152.73
Electric	STREET LIGHTS				100.40
				Fund 111 - GENERAL Total:	**14,046.72**
Fund: 212 - TRANSPORTATION					
Electric	ELECTRICITY				592.05
Electric	ELECTRIC POWER				1,715.68
Electric	STREET LIGHTS				28,522.97
				Fund 212 - TRANSPORTATION Total:	**30,830.70**
Fund: 213 - CEMETERY					
Electric	ELECTRICITY				863.02
				Fund 213 - CEMETERY Total:	**863.02**
Fund: 216 - BUSINESS IMPROVEMENT					
Electric	STREET LIGHTS				85.42
				Fund 216 - BUSINESS IMPROVEMENT Total:	**85.42**
Fund: 621 - ENVIRONMENTAL SERVICES					
Electric	ELECTRICITY				733.44
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**733.44**
Fund: 631 - WASTEWATER					
Electric	ELECTRICITY				731.64
Electric	ELECTRIC POWER				50.49
				Fund 631 - WASTEWATER Total:	**782.13**
Fund: 641 - WATER					
Electric	ELECTRICITY				34.92
Electric	ELECTRIC POWER				478.29
				Fund 641 - WATER Total:	**513.21**
Fund: 725 - CENTRAL GARAGE					
Electric	ELECTRICITY				177.98
				Fund 725 - CENTRAL GARAGE Total:	**177.98**
				Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	**48,032.62**
Vendor: 00632 - NEBRASKA RURAL RADIO ASSOCIATION					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				100.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				232.50
				Fund 661 - STORMWATER Total:	**332.50**
				Vendor 00632 - NEBRASKA RURAL RADIO ASSOCIATION Total:	**332.50**
Vendor: 01785 - NEBRASKA STATEWIDE ARBORETUM					
Fund: 661 - STORMWATER					
DEPT SUP	DEPARTMENT SUPPLIES				330.00
				Fund 661 - STORMWATER Total:	**330.00**
				Vendor 01785 - NEBRASKA STATEWIDE ARBORETUM Total:	**330.00**
Vendor: 04198 - NEBRASKALAND TIRE, INC					
Fund: 725 - CENTRAL GARAGE					
POLICE #9- NEW TIRE	EQUIPMENT MAINTENANCE				161.89

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
POLICE #6- NEW TIRES	EQUIPMENT MAINTENANCE				262.00
				Fund 725 - CENTRAL GARAGE Total:	**423.89**
				Vendor 04198 - NEBRASKALAND TIRE, INC Total:	**423.89**
Vendor: 09509 - NEMNICH AUTOMOTIVE					
Fund: 725 - CENTRAL GARAGE					
POLICE #6- ALIGNMENT	EQUIPMENT MAINTENANCE				79.88
				Fund 725 - CENTRAL GARAGE Total:	**79.88**
				Vendor 09509 - NEMNICH AUTOMOTIVE Total:	**79.88**
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GROUND MAINT PK	GROUNDS MAINTENANCE				256.04
				Fund 111 - GENERAL Total:	**256.04**
				Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:	**256.04**
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC					
Fund: 111 - GENERAL					
Cont. srvcs.	CONTRACTUAL SERVICES				378.16
				Fund 111 - GENERAL Total:	**378.16**
				Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:	**378.16**
Vendor: 08840 - ONE CALL CONCEPTS, INC					
Fund: 212 - TRANSPORTATION					
CONTRACTUAL	CONTRACTUAL SERVICES				58.38
				Fund 212 - TRANSPORTATION Total:	**58.38**
Fund: 631 - WASTEWATER					
CONTRACTUAL	CONTRACTUAL SERVICES				58.37
				Fund 631 - WASTEWATER Total:	**58.37**
Fund: 641 - WATER					
CONTRACTUAL	CONTRACTUAL SERVICES				58.37
				Fund 641 - WATER Total:	**58.37**
				Vendor 08840 - ONE CALL CONCEPTS, INC Total:	**175.12**
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC					
Fund: 111 - GENERAL					
REPAIRS - SENIOR CENTER	BUILDING MAINTENANCE				85.00
REPAIRS - SENIOR CENTER	BUILDING MAINTENANCE				95.00
				Fund 111 - GENERAL Total:	**180.00**
				Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:	**180.00**
Vendor: 09218 - PAGE MY CELL LLC					
Fund: 111 - GENERAL					
ANNUAL MEMBERSHIP TO RECI...	PHONE & INTERNET				600.00
				Fund 111 - GENERAL Total:	**600.00**
				Vendor 09218 - PAGE MY CELL LLC Total:	**600.00**
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				80.00
SAMPLES	SAMPLES				60.00
				Fund 641 - WATER Total:	**140.00**
				Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:	**140.00**
Vendor: 09119 - PEACEFUL PRAIRIE NURSERY, INC					
Fund: 223 - KENO					
DEPT SUPP PK	DEPARTMENT SUPPLIES				1,140.92
				Fund 223 - KENO Total:	**1,140.92**
				Vendor 09119 - PEACEFUL PRAIRIE NURSERY, INC Total:	**1,140.92**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00029 - PELCO CORP					
Fund: 111 - GENERAL					
PLAQUE - BALLOON FEST	DEPARTMENT SUPPLIES				50.00
				Fund 111 - GENERAL Total:	**50.00**
				Vendor 00029 - PELCO CORP Total:	**50.00**
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE				9,774.26
				Fund 713 - CASH & INVESTMENT POOL Total:	**9,774.26**
				Vendor 01276 - PLATTE VALLEY BANK Total:	**9,774.26**
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				108.79
Postage	POSTAGE				160.95
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**269.74**
Fund: 631 - WASTEWATER					
Postage	POSTAGE				108.78
Postage	POSTAGE				160.96
				Fund 631 - WASTEWATER Total:	**269.74**
Fund: 641 - WATER					
Postage	POSTAGE				108.78
Postage	POSTAGE				160.96
				Fund 641 - WATER Total:	**269.74**
				Vendor 00272 - POSTMASTER Total:	**809.22**
Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.					
Fund: 111 - GENERAL					
GROUND MAINT PK	GROUNDS MAINTENANCE				176.44
				Fund 111 - GENERAL Total:	**176.44**
				Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:	**176.44**
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
CLAIMS	CLAIMS EXPENSE				6,365.58
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				784.60
CLAIMS	CLAIMS EXPENSE				50,794.31
				Fund 812 - HEALTH INSURANCE Total:	**57,944.49**
				Vendor 04089 - REGIONAL CARE INC Total:	**57,944.49**
Vendor: 09931 - RINZLER GROUP LLC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				3,660.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				7,380.00
				Fund 631 - WASTEWATER Total:	**11,040.00**
				Vendor 09931 - RINZLER GROUP LLC Total:	**11,040.00**
Vendor: 09973 - ROD CLAUSE					
Fund: 224 - ECONOMIC DEVELOPMENT					
LB840 GRANT	ECONOMIC DEVELOPMENT				273.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	**273.00**
				Vendor 09973 - ROD CLAUSE Total:	**273.00**
Vendor: 10041 - RODRIGUEZ JOSE R					
Fund: 111 - GENERAL					
TOW SERVICE-PD	CONTRACTUAL SERVICES				150.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				95.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				150.00

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
TOW SERVICE-PD	CONTRACTUAL SERVICES				95.00
				Fund 111 - GENERAL Total:	**490.00**
				Vendor 10041 - RODRIGUEZ JOSE R Total:	**490.00**
Vendor: 02324 - RON'S TOWING					
Fund: 111 - GENERAL					
TOW SERVICE-PD	CONTRACTUAL SERVICES				175.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				300.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				175.00
				Fund 111 - GENERAL Total:	**650.00**
				Vendor 02324 - RON'S TOWING Total:	**650.00**
Vendor: 09489 - RYAN R KUMM					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	FACILITY REPAIRS				40.00
				Fund 661 - STORMWATER Total:	**40.00**
				Vendor 09489 - RYAN R KUMM Total:	**40.00**
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
EMPLOYEE DEDUCTION	SMEC EE PAYABLE				146.50
				Fund 713 - CASH & INVESTMENT POOL Total:	**146.50**
				Vendor 00026 - S M E C Total:	**146.50**
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 212 - TRANSPORTATION					
STARTER ASSEY FOR WEED TRI...	EQUIPMENT MAINTENANCE				10.50
				Fund 212 - TRANSPORTATION Total:	**10.50**
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				7.20
				Fund 213 - CEMETERY Total:	**7.20**
				Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	**17.70**
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				225.00
				Fund 713 - CASH & INVESTMENT POOL Total:	**225.00**
				Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:	**225.00**
Vendor: 10042 - SCOTT AARON					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				41.00
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
				Fund 111 - GENERAL Total:	**59.00**
				Vendor 10042 - SCOTT AARON Total:	**59.00**
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
LEGAL FEES-PD	LEGAL FEES				170.00
				Fund 111 - GENERAL Total:	**170.00**
				Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:	**170.00**
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				650.00
				Fund 713 - CASH & INVESTMENT POOL Total:	**650.00**
				Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	**650.00**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 111 - GENERAL					
DEPT SUPP REC	DEPARTMENT SUPPLIES				72.87
				Fund 111 - GENERAL Total:	**72.87**
				Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:	**72.87**
Vendor: 00786 - SHERWIN WILLIAMS					
Fund: 111 - GENERAL					
DEPT SUPP REC	DEPARTMENT SUPPLIES				45.54
DEPT SUPP PK	DEPARTMENT SUPPLIES				136.62
				Fund 111 - GENERAL Total:	**182.16**
				Vendor 00786 - SHERWIN WILLIAMS Total:	**182.16**
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				4,167.18
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				162.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				6,264.61
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				850.50
				Fund 111 - GENERAL Total:	**11,444.29**
Fund: 219 - INDUSTRIAL SITES					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				243.00
				Fund 219 - INDUSTRIAL SITES Total:	**243.00**
Fund: 224 - ECONOMIC DEVELOPMENT					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				70.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				445.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				390.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				1,697.50
				Fund 224 - ECONOMIC DEVELOPMENT Total:	**2,603.00**
				Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:	**14,290.29**
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				305.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				517.75
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				272.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				3,024.75
RECYCLED BASE GRAVEL	STREET REPAIR SUPPLIES				401.71
				Fund 212 - TRANSPORTATION Total:	**4,521.96**
				Vendor 01031 - SIMON CONTRACTORS Total:	**4,521.96**
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
GROUND MAINT PK	GROUNDS MAINTENANCE				75.00
GROUND MAINT PK	GROUNDS MAINTENANCE				577.12
Equip. main.	EQUIPMENT MAINTENANCE				1,275.00
				Fund 111 - GENERAL Total:	**1,927.12**
				Vendor 00513 - SNELL SERVICES INC. Total:	**1,927.12**
Vendor: 09772 - SONNY'S TOWING					
Fund: 111 - GENERAL					
TOW SERVICE-PD	CONTRACTUAL SERVICES				150.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				90.00
				Fund 111 - GENERAL Total:	**240.00**
				Vendor 09772 - SONNY'S TOWING Total:	**240.00**
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.					
Fund: 212 - TRANSPORTATION					
MAINTENANCE ON SECURITY S...	EQUIPMENT MAINTENANCE				400.00
				Fund 212 - TRANSPORTATION Total:	**400.00**
				Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:	**400.00**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 725 - CENTRAL GARAGE					
TRANS #450- GRAB HANDLE	EQUIPMENT MAINTENANCE				94.38
TRANS #449- GASKETS, MUFFL...	EQUIPMENT MAINTENANCE				890.26
TRANS STOCK- STRIP BADGER, ...	EQUIPMENT MAINTENANCE				2,209.48
				Fund 725 - CENTRAL GARAGE Total:	**3,194.12**
				Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:	**3,194.12**
Vendor: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
UB ONLINE 9/1/19 - 9/30/19	CONTRACTUAL SERVICES				116.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**116.00**
Fund: 631 - WASTEWATER					
UB ONLINE 9/1/19 - 9/30/19	CONTRACTUAL SERVICES				116.00
				Fund 631 - WASTEWATER Total:	**116.00**
Fund: 641 - WATER					
UB ONLINE 9/1/19 - 9/30/19	CONTRACTUAL SERVICES				116.00
				Fund 641 - WATER Total:	**116.00**
				Vendor 08821 - TYLER TECHNOLOGIES, INC Total:	**348.00**
Vendor: 09865 - UNION BANK & TRUST					
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT	REGULAR RETIRE EE PAY				7,266.56
RETIREMENT	REGULAR RETIRE EE PAY				7,486.54
RETIREMENT	DEFERRED COMP EE PAY				2,885.50
RETIREMENT	DEFERRED COMP EE PAY				740.00
RETIREMENT	RETIRE FIRE EE PAYABLE				2,514.49
RETIREMENT	RETIRE FIRE EE PAYABLE				4,698.91
RETIREMENT	RETIRE POLICE EE PAY				5,402.35
RETIREMENT	RETIRE POLICE EE PAY				5,759.03
				Fund 713 - CASH & INVESTMENT POOL Total:	**36,753.38**
				Vendor 09865 - UNION BANK & TRUST Total:	**36,753.38**
Vendor: 09239 - UNIQUE MANAGEMENT SERVICES, INC					
Fund: 111 - GENERAL					
Cont. srvcs.	CONTRACTUAL SERVICES				358.00
				Fund 111 - GENERAL Total:	**358.00**
				Vendor 09239 - UNIQUE MANAGEMENT SERVICES, INC Total:	**358.00**
Vendor: 09412 - US COMPOSTING COUNCIL					
Fund: 631 - WASTEWATER					
MEMBERSHIPS	MEMBERSHIPS				415.00
				Fund 631 - WASTEWATER Total:	**415.00**
				Vendor 09412 - US COMPOSTING COUNCIL Total:	**415.00**
Vendor: 04529 - W & R INC					
Fund: 641 - WATER					
EQUIPMENT	EQUIPMENT				621.49
EQUIPMENT	EQUIPMENT				2,003.61
EQUIP MAINT	EQUIPMENT MAINTENANCE				1,763.58
				Fund 641 - WATER Total:	**4,388.68**
				Vendor 04529 - W & R INC Total:	**4,388.68**
Vendor: 00213 - WESTERN COOPERATIVE COMPANY					
Fund: 111 - GENERAL					
EQUIP MAINT PK	EQUIPMENT MAINTENANCE				46.10
				Fund 111 - GENERAL Total:	**46.10**
				Vendor 00213 - WESTERN COOPERATIVE COMPANY Total:	**46.10**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 06089 - WESTERN COOPERATIVE COMPANY					
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				200.38
				Fund 213 - CEMETERY Total:	**200.38**
				Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:	**200.38**
Vendor: 00262 - WESTERN NE COMMUNITY COLLEGE					
Fund: 224 - ECONOMIC DEVELOPMENT					
SPONSORSHIP / WESTERN NE ...	DEPARTMENT SUPPLIES				400.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	**400.00**
				Vendor 00262 - WESTERN NE COMMUNITY COLLEGE Total:	**400.00**
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC					
Fund: 111 - GENERAL					
CONTRACT SERVICES	CONTRACTUAL SERVICES				240.00
				Fund 111 - GENERAL Total:	**240.00**
				Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:	**240.00**
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC					
Fund: 111 - GENERAL					
VEH MAINT-PD	VEHICLE MAINTENANCE				444.00
				Fund 111 - GENERAL Total:	**444.00**
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				26.00
				Fund 641 - WATER Total:	**26.00**
				Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:	**470.00**
Vendor: 10039 - WILSON ZACHARIAH					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				72.00
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
				Fund 111 - GENERAL Total:	**90.00**
				Vendor 10039 - WILSON ZACHARIAH Total:	**90.00**
Vendor: 01611 - WINKLER ELECTRIC INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
REPLACED BREAKER FOR WELD...	ELECTRICAL MAINTENANCE				91.50
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**91.50**
				Vendor 01611 - WINKLER ELECTRIC INC Total:	**91.50**
Vendor: 09641 - WOODS & AITKEN LLP					
Fund: 212 - TRANSPORTATION					
PROF.SERVICES - IBEW LOCAL ...	CONTRACTUAL SERVICES				140.12
				Fund 212 - TRANSPORTATION Total:	**140.12**
Fund: 621 - ENVIRONMENTAL SERVICES					
PROF.SERVICES - IBEW LOCAL ...	CONTRACTUAL SERVICES				140.13
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**140.13**
Fund: 631 - WASTEWATER					
PROF.SERVICES - IBEW LOCAL ...	CONTRACTUAL SERVICES				140.12
				Fund 631 - WASTEWATER Total:	**140.12**
Fund: 641 - WATER					
PROF.SERVICES - IBEW LOCAL ...	CONTRACTUAL SERVICES				140.13
				Fund 641 - WATER Total:	**140.13**
				Vendor 09641 - WOODS & AITKEN LLP Total:	**560.50**
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT					
Fund: 713 - CASH & INVESTMENT POOL					
CHILD SUPPPORT	CHILD SUPPORT EE PAY				738.08
				Fund 713 - CASH & INVESTMENT POOL Total:	**738.08**
				Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:	**738.08**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 212 - TRANSPORTATION					
FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES				52.73
				Fund 212 - TRANSPORTATION Total:	**52.73**
				Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:	**52.73**
Vendor: 09750 - WYOMING WATER DEVELOPMENT OFF					
Fund: 641 - WATER					
PAWS FEASIBILITY STUDY	CONTRACTUAL SERVICES				2,660.00
PAWS FEASIBILITY STUDY	CONTRACTUAL SERVICES				15,829.25
				Fund 641 - WATER Total:	**18,489.25**
				Vendor 09750 - WYOMING WATER DEVELOPMENT OFF Total:	**18,489.25**
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE					
Fund: 713 - CASH & INVESTMENT POOL					
YMCA	YMCA PAY EE				751.00
				Fund 713 - CASH & INVESTMENT POOL Total:	**751.00**
				Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:	**751.00**
Vendor: 03379 - ZM LUMBER INC					
Fund: 111 - GENERAL					
GROUND MAINT PK	GROUNDS MAINTENANCE				159.84
DEPT SUPP PK	DEPARTMENT SUPPLIES				49.95
DEPT SUPP PK	DEPARTMENT SUPPLIES				49.95
				Fund 111 - GENERAL Total:	**259.74**
				Vendor 03379 - ZM LUMBER INC Total:	**259.74**
				Grand Total:	**548,329.28**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	86,661.55	438.91
211 - REGIONAL LIBRARY	9.82	0.00
212 - TRANSPORTATION	38,445.96	0.00
213 - CEMETERY	1,367.56	0.00
216 - BUSINESS IMPROVEMENT	85.42	0.00
218 - PUBLIC SAFETY	1,125.82	0.00
219 - INDUSTRIAL SITES	243.00	0.00
223 - KENO	3,574.47	0.00
224 - ECONOMIC DEVELOPMENT	3,362.61	0.00
311 - DEBT SERVICE	88,880.47	0.00
621 - ENVIRONMENTAL SERVICES	65,067.70	269.74
631 - WASTEWATER	25,336.22	269.74
641 - WATER	29,029.14	269.74
661 - STORMWATER	15,147.77	0.00
713 - CASH & INVESTMENT POOL	125,499.72	125,499.72
721 - GIS SERVICES	55.90	0.00
725 - CENTRAL GARAGE	6,491.66	0.00
812 - HEALTH INSURANCE	57,944.49	57,944.49
Grand Total:	**548,329.28**	**184,692.34**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-42201-171	CAMPGROUND FEES	150.00	0.00
111-51281-142	DISABILITY INSURANCE	438.91	438.91
111-52111-111	DEPARTMENT SUPPLIES	78.14	0.00
111-52111-112	DEPARTMENT SUPPLIES	34.99	0.00
111-52111-113	DEPARTMENT SUPPLIES	50.00	0.00
111-52111-121	DEPARTMENT SUPPLIES	321.41	0.00
111-52111-141	DEPARTMENT SUPPLIES	165.30	0.00
111-52111-142	DEPARTMENT SUPPLIES	75.02	0.00
111-52111-151	DEPARTMENT SUPPLIES	213.63	0.00
111-52111-171	DEPARTMENT SUPPLIES	138.39	0.00
111-52111-172	DEPARTMENT SUPPLIES	547.99	0.00
111-52121-141	JANITORIAL SUPPLIES	29.05	0.00
111-52121-142	JANITORIAL SUPPLIES	29.06	0.00
111-52121-151	JANITORIAL SUPPLIES	89.25	0.00
111-52121-171	JANITORIAL SUPPLIES	78.00	0.00
111-52181-142	UNIFORMS & CLOTHING	1,012.81	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	83.87	0.00
111-52222-151	BOOKS	778.65	0.00
111-52223-151	PROGRAMMING	112.66	0.00
111-52311-114	MEMBERSHIPS	34,544.00	0.00
111-53111-112	CONTRACTUAL SERVICES	240.00	0.00
111-53111-114	CONTRACTUAL SERVICES	7,277.11	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-116	CONTRACTUAL SERVICES	2,636.25	0.00
111-53111-121	CONTRACTUAL SERVICES	1,620.00	0.00
111-53111-142	CONTRACTUAL SERVICES	8,720.00	0.00
111-53111-151	CONTRACTUAL SERVICES	941.49	0.00
111-53111-172	CONTRACTUAL SERVICES	538.00	0.00
111-53121-112	CONSULTING SERVICES	162.00	0.00
111-53121-142	CONSULTING SERVICES	100.00	0.00
111-53161-112	LEGAL PUBLICATIONS	18.71	0.00
111-53161-115	LEGAL PUBLICATIONS	482.29	0.00
111-53161-121	LEGAL PUBLICATIONS	32.45	0.00
111-53161-151	LEGAL PUBLICATIONS	12.60	0.00
111-53161-171	LEGAL PUBLICATIONS	17.18	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53211-142	LEGAL FEES	170.00	0.00
111-53211-171	LEGAL FEES	731.20	0.00
111-53421-111	BUILDING MAINTENANCE	352.99	0.00
111-53421-141	BUILDING MAINTENANCE	132.96	0.00
111-53421-142	BUILDING MAINTENANCE	21.50	0.00
111-53421-172	BUILDING MAINTENANCE	180.00	0.00
111-53441-111	EQUIPMENT MAINTENAN...	138.05	0.00
111-53441-142	EQUIPMENT MAINTENAN...	139.71	0.00
111-53441-143	EQUIPMENT MAINTENAN...	10.00	0.00
111-53441-151	EQUIPMENT MAINTENAN...	1,275.00	0.00
111-53441-171	EQUIPMENT MAINTENAN...	501.48	0.00
111-53451-142	VEHICLE MAINTENANCE	444.00	0.00
111-53471-171	GROUNDS MAINTENANCE	1,329.59	0.00
111-53511-111	ELECTRICITY	783.52	0.00
111-53511-141	ELECTRICITY	983.89	0.00
111-53511-142	ELECTRICITY	1,039.33	0.00
111-53511-143	ELECTRICITY	202.39	0.00
111-53511-151	ELECTRICITY	2,822.82	0.00
111-53511-171	ELECTRICITY	5,961.64	0.00
111-53511-172	ELECTRICITY	2,152.73	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	PHONE & INTERNET	237.72	0.00
111-53561-112	PHONE & INTERNET	70.55	0.00
111-53561-114	PHONE & INTERNET	34.65	0.00
111-53561-115	PHONE & INTERNET	37.65	0.00
111-53561-116	PHONE & INTERNET	160.00	0.00
111-53561-121	PHONE & INTERNET	141.09	0.00
111-53561-141	PHONE & INTERNET	927.18	0.00
111-53561-142	PHONE & INTERNET	1,144.60	0.00
111-53561-143	PHONE & INTERNET	36.11	0.00
111-53561-151	PHONE & INTERNET	423.67	0.00
111-53561-171	PHONE & INTERNET	200.23	0.00
111-53561-172	PHONE & INTERNET	10.70	0.00
111-53711-142	SCHOOL & CONFERENCE	1,829.00	0.00
111-53721-151	BUSINESS TRAVEL	126.00	0.00
211-52222-151	BOOKS	9.82	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,303.89	0.00
212-52171-212	STREET REPAIR SUPPLIES	401.71	0.00
212-53111-212	CONTRACTUAL SERVICES	828.50	0.00
212-53441-212	EQUIPMENT MAINTENAN...	410.50	0.00
212-53491-212	STREET MAINTENANCE	4,120.25	0.00
212-53511-212	ELECTRICITY	592.05	0.00
212-53531-212	ELECTRIC POWER	1,715.68	0.00
212-53551-212	STREET LIGHTS	28,522.97	0.00
212-53561-212	PHONE & INTERNET	550.41	0.00
213-52111-213	DEPARTMENT SUPPLIES	292.44	0.00
213-53111-213	CONTRACTUAL SERVICES	127.50	0.00
213-53441-213	EQUIPMENT MAINTENAN...	14.05	0.00
213-53511-213	ELECTRICITY	863.02	0.00
213-53561-213	PHONE & INTERNET	70.55	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
218-54411-142	EQUIPMENT	1,125.82	0.00
219-53111-111	CONTRACTUAL SERVICES	243.00	0.00
223-52111-171	DEPARTMENT SUPPLIES	3,489.47	0.00
223-53111-113	CONTRACTUAL SERVICES	85.00	0.00
224-52111-113	DEPARTMENT SUPPLIES	400.00	0.00
224-52211-114	PUBLICATIONS	17.56	0.00
224-53111-114	CONTRACTUAL SERVICES	2,603.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
224-53561-113	PHONE & INTERNET	69.05	0.00
224-59111-114	ECONOMIC DEVELOPME…	273.00	0.00
311-57111-111	DEBT SERVICE	68,651.69	0.00
311-57115-111	DEBT SERVICE-INTEREST	20,228.78	0.00
621-52111-621	DEPARTMENT SUPPLIES	6,285.71	0.00
621-52411-621	POSTAGE	269.74	269.74
621-53111-621	CONTRACTUAL SERVICES	5,256.13	0.00
621-53161-621	LEGAL PUBLICATIONS	227.10	0.00
621-53193-621	DISPOSAL FEES	48,314.57	0.00
621-53431-621	ELECTRICAL MAINTENAN…	91.50	0.00
621-53441-621	EQUIPMENT MAINTENAN…	796.89	0.00
621-53451-621	VEHICLE MAINTENANCE	2,926.34	0.00
621-53511-621	ELECTRICITY	733.44	0.00
621-53561-621	PHONE & INTERNET	166.28	0.00
631-52111-631	DEPARTMENT SUPPLIES	445.99	0.00
631-52311-631	MEMBERSHIPS	1,941.00	0.00
631-52411-631	POSTAGE	269.74	269.74
631-53111-631	CONTRACTUAL SERVICES	662.86	0.00
631-53441-631	EQUIPMENT MAINTENAN…	21,021.47	0.00
631-53511-631	ELECTRICITY	731.64	0.00
631-53531-631	ELECTRIC POWER	50.49	0.00
631-53561-631	PHONE & INTERNET	154.32	0.00
631-53571-631	CELLULAR PHONE	58.71	0.00
641-52111-641	DEPARTMENT SUPPLIES	574.41	0.00
641-52117-641	SAMPLES	140.00	0.00
641-52311-641	MEMBERSHIPS	1,526.00	0.00
641-52411-641	POSTAGE	462.53	269.74
641-52611-641	CHEMICALS	2,047.16	0.00
641-53111-641	CONTRACTUAL SERVICES	18,833.38	0.00
641-53441-641	EQUIPMENT MAINTENAN…	1,974.47	0.00
641-53451-641	VEHICLE MAINTENANCE	26.00	0.00
641-53511-641	ELECTRICITY	34.92	0.00
641-53531-641	ELECTRIC POWER	478.29	0.00
641-53561-641	PHONE & INTERNET	181.09	0.00
641-53571-641	CELLULAR PHONE	65.14	0.00
641-53631-641	RENT-MACHINES	60.65	0.00
641-54411-641	EQUIPMENT	2,625.10	0.00
661-52111-661	DEPARTMENT SUPPLIES	330.00	0.00
661-53111-661	CONTRACTUAL SERVICES	13,222.50	0.00
661-53121-661	CONSULTING SERVICES	1,520.00	0.00
661-53461-661	FACILITY REPAIRS	40.00	0.00
661-53561-661	PHONE & INTERNET	35.27	0.00
713-21512	MEDICARE W/H EE PAYAB…	7,324.76	7,324.76
713-21513	FICA W/H EE PAYABLE	27,130.18	27,130.18
713-21514	FED W/H EE PAYABLE	20,636.66	20,636.66
713-21515	STATE W/H EE PAYABLE	18,833.41	18,833.41
713-21517	POL UNION DUES EE PAY	650.00	650.00
713-21518	FIRE UNION DUES EE PAY	225.00	225.00
713-21523	LIFE INS EE PAYABLE	40.35	40.35
713-21524	SMEC EE PAYABLE	146.50	146.50
713-21527	WAGE ATTACHMENT EE …	194.92	194.92
713-21528	REGULAR RETIRE EE PAY	14,753.10	14,753.10
713-21529	DEFERRED COMP EE PAY	3,625.50	3,625.50
713-21531	RETIRE FIRE EE PAYABLE	7,213.40	7,213.40
713-21533	RETIRE POLICE EE PAY	11,161.38	11,161.38
713-21534	DIS INC INS EE PAYABLE	669.27	669.27
713-21539	CHILD SUPPORT EE PAY	1,641.68	1,641.68
713-21540	YMCA PAY EE	751.00	751.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
713-21541	HSA EE PAYABLE	9,774.26	9,774.26
713-21723	LIFE INS ER PAYABLE	728.35	728.35
721-53111-721	CONTRACTUAL SERVICES	21.25	0.00
721-53561-721	PHONE & INTERNET	34.65	0.00
725-52111-725	DEPARTMENT SUPPLIES	229.07	0.00
725-52181-725	UNIFORMS & CLOTHING	19.01	0.00
725-52531-725	OIL & ANTIFREEZE	413.70	0.00
725-53441-725	EQUIPMENT MAINTENAN...	5,616.90	0.00
725-53511-725	ELECTRICITY	177.98	0.00
725-53561-725	PHONE & INTERNET	35.00	0.00
812-53862-112	CLAIMS EXPENSE	57,159.89	57,159.89
812-53863-112	FLEXIBLE BENFT EXPENSES	784.60	784.60
	Grand Total:	**548,329.28**	**184,692.34**

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	533,096.51	184,692.34
2123153111	85.00	0.00
6002052111	330.00	0.00
6002053111	14,742.50	0.00
6002053561	35.27	0.00
6002553111	40.00	0.00
Grand Total:	**548,329.28**	**184,692.34**

UTILITY REFUNDS 9-16-19

Account #	Status	Contact	Service Address	Refund Amount
016-7166-02	Inactive	CHRISTINA SCHLICKBERND	2713 AVE F SCOTTSBLUFF NE 69361	12.75
050-2618-01	Inactive	JAMES L MORSE	1701 9TH AVE SCOTTSBLUFF NE 69361	20.49
2				$33.24

City of Scottsbluff, Nebraska
Monday, September 16, 2019
Regular Meeting

Item Fin Rep1

Council to receive the August 2019 Financial Report.

Staff Contact: Liz Hilyard, Finance Director

City of Scottsbluff

FUND EQUITY IN CASH - YEAR TO DATE

FOR THE ELEVEN MONTHS ENDED AUGUST 31, 2019 AND 2018

Fund	Fund #	OCTOBER 1, 2017 AUG 31, 2018 NET CHANGE IN CASH	OCTOBER 1, 2018 AUG 31, 2019 NET CHANGE IN CASH	
General	111	$ 1,250,825.37	$ 953,689.70	transfer in from Ind Sites fund - E Overland Grants, NPPD lease pmts monthly now
Regional Library	211	$ 1,998.22	$ 2,443.21	
Transportation	212	$ 1,995,537.62	$ (1,113,700.73)	42nd Street, bond pmts on 2015 & 2018 GO Bonds
Cemetery	213	$ (27,111.17)	$ (72,756.66)	purchase new backhoe and mower
Cemetery Perp Care	214	$ 80,681.75	$ 44,885.86	
Special Projects	215	$ (32,056.05)	$ 71,746.84	
Business Improvement	216	$ 14,210.56	$ (5,226.57)	charges from Streets and Parks for services
Public Safety	218	$ (67,132.03)	$ 1,851.43	
Scb Industrial Sites	219	$ (151,940.05)	$ (100,791.60)	budgeted transfer of cash to General Fund - E Overland
Keno	223	$ 35,486.87	$ (84,351.96)	23 Club engineering fees, campground UTV, playground equipment
Economic Development	224	$ (1,008,161.70)	$ (270,981.24)	grants/loans - Economic development
Mutual Fire Organization	225	$ 24,783.73	$ 54,939.02	only small capital purchases YTD
Debt Service	311	$ 107,966.47	$ 65,319.12	
TIF	321	$ (79,627.02)	$ (169,246.82)	Bondholder payments
CDBG	411	$ 248.09	$ 330.88	
Leasing Corporation	412	$ (10.07)	$ 52.12	
Capital Projects	511	$ (9,527.79)	$ (6,047.67)	purchase new mower - Parks
Environmental Services	621	$ 650,679.05	$ 807,264.99	no capital purchases YTD
Wastewater	631	$ 57,914.40	$ (3,244.03)	unbudgeted capital expenditures for repairs
Water	641	$ (534,639.17)	$ 454,439.69	no major capital purchases YTD
Electric	651	$ 13,890.42	$ 15,423.10	
Stormwater	661	$ 278,514.33	$ (248,818.82)	42nd street, bond pmts 2018 GO Bonds
GIS	721	$ (18,675.47)	$ (22,060.24)	internal service fund
Central Garage	725	$ (135,520.35)	$ (152,988.62)	internal service fund
Unemployment Comp	811	$ 634.98	$ 720.17	
Health Insurance	812	$ 421,758.87	$ 517,278.22	EE premium withholdings, reinsurance in excess of claims
TOTAL		$ 2,870,729.86	$ 740,169.39	

City of Scottsbluff

Fund Equity in Cash

August 31, 2019

Fund	Fund #	2 YRS PRIOR August 31, 2017	PRIOR YEAR August 31, 2018	PRIOR MONTH July 31, 2019	CURRENT MONTH August 31, 2019	MONTHLY CHANGE IN CASH	
General	111	$ 4,797,015.32	$ 6,095,682.66	$ 6,830,053.27	$ 7,075,381.70	$ 245,328.43	
Regional Library	211	46,377.15	49,070.79	51,738.41	51,781.37	$ 42.96	
Transportation	212	2,476,434.16	4,562,809.98	3,331,391.02	3,284,247.50	$ (47,143.52)	42nd Street, street maintenance
Cemetery	213	(43,830.22)	(11,422.97)	(8,329.05)	(25,556.73)	$ (17,227.68)	operations
Cemetery Perp Care	214	690,080.20	748,566.00	760,952.36	770,664.29	$ 9,711.93	
Special Projects	215	238,050.02	209,473.33	153,055.25	191,908.44	$ 38,853.19	
Business Improvement	216	227,050.94	253,504.79	260,937.36	261,190.66	$ 253.30	
Public Safety	218	386,137.29	373,835.89	425,270.75	423,320.10	$ (1,950.65)	
Scb Industrial Sites	219	321,359.32	169,797.94	68,832.74	68,940.92	$ 108.18	
Keno	223	224,770.23	257,393.01	179,004.08	176,959.67	$ (2,044.41)	
Economic Development	224	5,891,967.89	4,449,891.02	4,033,672.75	4,138,568.19	$ 104,895.44	
Mutual Fire Organization	225	253,131.13	278,213.13	333,075.39	333,598.85	$ 523.46	
Debt Service	311	3,475,660.43	3,216,085.08	3,398,002.85	3,425,391.87	$ 27,389.02	
TIF	321	260,747.15	194,282.26	195,422.20	202,940.46	$ 7,518.26	
CDBG	411	29,145.17	30,929.37	31,260.78	31,309.91	$ 49.13	
Leasing Corporation	412	6,781.69	6,764.59	6,816.86	6,827.57	$ 10.71	
Capital Projects	511	108,019.59	63,095.54	69,631.89	71,856.75	$ 2,224.86	
Environmental Services	621	921,564.98	1,660,534.62	2,399,187.25	2,494,701.04	$ 95,513.79	
Wastewater	631	2,439,127.11	2,591,591.47	2,656,113.55	2,602,934.80	$ (53,178.75)	purchase sewer jet
Water	641	2,583,028.23	1,857,040.88	2,259,568.32	2,362,514.43	$ 102,946.11	
Electric	651	1,426,151.69	1,441,722.60	1,457,170.46	1,459,460.52	$ 2,290.06	
Stormwater	661	597,069.68	902,594.31	610,666.28	613,758.55	$ 3,092.27	
GIS	721	(12,874.97)	15,827.56	42,312.45	37,505.96	$ (4,806.49)	
Central Garage	725	(83,366.15)	(229,174.86)	(388,756.01)	(392,690.23)	$ (3,934.22)	internal service fund
Unemployment Comp	811	66,606.67	67,320.14	68,041.47	68,148.40	$ 106.93	
Health Insurance	812	1,409,014.72	1,842,488.28	2,330,062.64	2,395,332.72	$ 65,270.08	re-insurance and EE premium payments
TOTAL		$ 28,735,219.42	$ 31,097,917.41	$ 31,555,155.32	$ 32,130,997.71	$ 575,842.39	

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

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	August 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
111 - GENERAL							
400 - Taxes	4,795,116.94	5,042,849.45	5,034,437.00	516,618.90	4,973,062.69	61,374.31	1 %
412 - Intergovernmental	11,894.78	59,018.42	0.00	13,919.97	48,480.27	(48,480.27)	0 %
420 - Charges for Services	516,509.58	442,624.26	436,658.00	89,622.45	550,677.56	(114,019.56)	-26 %
460 - Investment Income	35,685.91	73,023.01	20,000.00	11,102.08	124,101.29	(104,101.29)	-521 %
470 - Miscellaneous Revenues	97,866.52	661,574.51	32,759.00	2,106.62	75,315.04	(42,556.04)	-130 %
480 - Other Financing Uses	2,645,645.08	2,849,017.78	2,816,750.00	258,626.71	3,117,988.15	(301,238.15)	-11 %
111 - GENERAL Totals:	**8,102,718.81**	**9,128,107.43**	**8,340,604.00**	**891,996.73**	**8,889,625.00**	**0.00**	**-7 %**
211 - REGIONAL LIBRARY							
460 - Investment Income	356.58	647.29	400.00	81.25	970.01	(570.01)	-143 %
470 - Miscellaneous Revenues	5,078.85	3,335.95	1,000.00	149.50	3,851.85	(2,851.85)	-285 %
211 - REGIONAL LIBRARY Totals:	**5,435.43**	**3,983.24**	**1,400.00**	**230.75**	**4,821.86**	**0.00**	**-244 %**
212 - TRANSPORTATION							
400 - Taxes	2,387,348.55	2,431,136.46	2,886,501.00	221,145.20	2,544,773.36	341,727.64	12 %
412 - Intergovernmental	305,089.97	309,389.95	284,662.00	0.00	318,131.88	(33,469.88)	-12 %
420 - Charges for Services	595.00	7,655.00	0.00	0.00	2,295.00	(2,295.00)	0 %
460 - Investment Income	18,098.64	43,156.30	10,000.00	5,153.37	63,630.57	(53,630.57)	-536 %
470 - Miscellaneous Revenues	6,830.45	240,260.03	0.00	35.00	10,244.76	(10,244.76)	0 %
480 - Other Financing Uses	0.00	2,404,944.00	0.00	0.00	0.00	0.00	0 %
212 - TRANSPORTATION Totals:	**2,717,962.61**	**5,436,541.74**	**3,181,163.00**	**226,333.57**	**2,939,075.57**	**0.00**	**8 %**
213 - CEMETERY							
420 - Charges for Services	39,520.00	47,650.00	54,200.00	5,450.00	51,900.00	2,300.00	4 %
460 - Investment Income	8.63	230.68	100.00	0.00	891.16	(791.16)	-791 %
470 - Miscellaneous Revenues	32,485.00	35,351.80	29,000.00	2,800.00	35,400.00	(6,400.00)	-22 %
480 - Other Financing Uses	65,000.00	65,000.00	210,000.00	0.00	105,000.00	105,000.00	50 %
213 - CEMETERY Totals:	**137,013.63**	**148,232.48**	**293,300.00**	**8,250.00**	**193,191.16**	**0.00**	**34 %**
214 - CEMETARY PERPETUAL CARE							
400 - Taxes	119,154.85	121,180.74	165,000.00	5,702.67	120,311.97	44,688.03	27 %

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	August 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
420 - Charges for Services	16,500.00	17,600.00	17,000.00	2,800.00	22,000.00	(5,000.00)	-29 %
460 - Investment Income	5,094.98	9,373.04	4,000.00	1,209.26	13,876.12	(9,876.12)	-247 %
214 - CEMETARY PERPETUAL CARE Totals:	**140,749.83**	**148,153.78**	**186,000.00**	**9,711.93**	**156,188.09**	**0.00**	**16 %**
215 - SPECIAL PROJECTS							
400 - Taxes	117,651.63	112,564.96	0.00	8,897.92	81,367.40	(81,367.40)	0 %
412 - Intergovernmental	18,852.55	17,992.52	0.00	30,000.00	81,562.08	(81,562.08)	0 %
450 - Contributions & Donations	6,110.63	3,707.00	0.00	0.00	3,424.00	(3,424.00)	0 %
460 - Investment Income	1,792.29	3,233.48	1,000.00	301.13	2,910.15	(1,910.15)	-191 %
470 - Miscellaneous Revenues	0.00	10,546.55	500,000.00	0.00	823.75	499,176.25	100 %
215 - SPECIAL PROJECTS Totals:	**144,407.10**	**148,044.51**	**501,000.00**	**39,199.05**	**170,087.38**	**0.00**	**66 %**
216 - BUSINESS IMPROVEMENT							
400 - Taxes	39,880.07	40,754.34	54,300.00	8.87	11,493.46	42,806.54	79 %
412 - Intergovernmental	0.00	0.00	0.00	0.00	25,258.00	(25,258.00)	0 %
460 - Investment Income	1,668.48	3,320.43	1,000.00	409.84	5,265.98	(4,265.98)	-427 %
470 - Miscellaneous Revenues	25,000.00	0.00	0.00	0.00	0.00	0.00	0 %
216 - BUSINESS IMPROVEMENT Totals:	**66,548.55**	**44,074.77**	**55,300.00**	**418.71**	**42,017.44**	**0.00**	**24 %**
218 - PUBLIC SAFETY							
400 - Taxes	155,341.60	157,983.81	216,000.00	7,434.60	156,851.19	59,148.81	27 %
412 - Intergovernmental	3,292.01	43,139.98	0.00	0.00	3,368.21	(3,368.21)	0 %
460 - Investment Income	3,035.01	4,794.09	2,000.00	664.24	7,180.48	(5,180.48)	-259 %
218 - PUBLIC SAFETY Totals:	**161,668.62**	**205,917.88**	**218,000.00**	**8,098.84**	**167,399.88**	**0.00**	**23 %**
219 - INDUSTRIAL SITES							
460 - Investment Income	2,426.39	2,529.18	200.00	108.18	1,815.17	(1,615.17)	-808 %
470 - Miscellaneous Revenues	272,635.22	0.00	0.00	0.00	0.00	0.00	0 %
219 - INDUSTRIAL SITES Totals:	**275,061.61**	**2,529.18**	**200.00**	**108.18**	**1,815.17**	**0.00**	**-808 %**
223 - KENO							
460 - Investment Income	1,709.83	3,113.27	1,000.00	277.67	3,918.25	(2,918.25)	-292 %
470 - Miscellaneous Revenues	67,933.14	82,082.97	78,000.00	4,091.21	63,797.49	14,202.51	18 %
223 - KENO Totals:	**69,642.97**	**85,196.24**	**79,000.00**	**4,368.88**	**67,715.74**	**0.00**	**14 %**
224 - ECONOMIC DEVELOPMENT							

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	August 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
400 - Taxes	908,681.17	908,463.21	875,491.00	89,701.57	893,176.97	(17,685.97)	-2 %
460 - Investment Income	49,736.10	66,909.32	25,000.00	6,493.90	76,434.75	(51,434.75)	-206 %
470 - Miscellaneous Revenues	72,019.09	112,824.51	194,625.00	33,396.75	615,395.89	(420,770.89)	-216 %
224 - ECONOMIC DEVELOPMENT Totals:	**1,030,436.36**	**1,088,197.04**	**1,095,116.00**	**129,592.22**	**1,585,007.61**	**0.00**	**-45 %**
225 - MUTUAL FIRE							
412 - Intergovernmental	0.00	285,715.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	1,810.86	3,607.41	1,200.00	523.46	5,954.78	(4,754.78)	-396 %
470 - Miscellaneous Revenues	105,696.00	105,696.00	105,696.00	0.00	94,507.00	11,189.00	11 %
225 - MUTUAL FIRE Totals:	**107,506.86**	**395,018.41**	**106,896.00**	**523.46**	**100,461.78**	**0.00**	**6 %**
311 - DEBT SERVICE							
400 - Taxes	524,095.78	612,253.21	890,345.00	22,014.18	641,284.56	249,060.44	28 %
460 - Investment Income	26,867.85	39,897.49	15,000.00	5,374.84	59,840.60	(44,840.60)	-299 %
470 - Miscellaneous Revenues	299,334.31	92,584.58	110,358.00	0.00	92,275.56	18,082.44	16 %
480 - Other Financing Uses	0.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00	100 %
311 - DEBT SERVICE Totals:	**850,297.94**	**744,735.28**	**2,015,703.00**	**27,389.02**	**793,400.72**	**0.00**	**61 %**
321 - TIF PROJECTS							
400 - Taxes	100,177.10	314,302.20	483,950.00	7,199.82	234,331.17	249,618.83	52 %
460 - Investment Income	2,120.59	2,882.57	1,300.00	318.44	4,110.84	(2,810.84)	-216 %
470 - Miscellaneous Revenues	56,566.86	0.00	0.00	0.00	0.00	0.00	0 %
480 - Other Financing Uses	0.00	0.00	300,000.00	50,000.00	50,000.00	250,000.00	83 %
321 - TIF PROJECTS Totals:	**158,864.55**	**317,184.77**	**785,250.00**	**57,518.26**	**288,442.01**	**0.00**	**63 %**
411 - CDBG							
412 - Intergovernmental	28,500.00	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	305.12	417.94	300.00	49.13	599.34	(299.34)	-100 %
411 - CDBG Totals:	**28,805.12**	**417.94**	**300.00**	**49.13**	**599.34**	**0.00**	**-100 %**
412 - LEASE CORPORATION							
460 - Investment Income	278.20	91.55	50.00	10.71	130.82	(80.82)	-162 %
480 - Other Financing Uses	683,383.45	692,002.42	694,244.00	0.00	693,628.77	615.23	0 %
412 - LEASE CORPORATION Totals:	**683,661.65**	**692,093.97**	**694,294.00**	**10.71**	**693,759.59**	**0.00**	**0 %**
511 - CAPITAL PROJECTS FUND							

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	August 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
400 - Taxes	44,131.84	44,881.55	59,000.00	2,112.11	44,559.98	14,440.02	24 %
460 - Investment Income	717.99	888.95	100.00	112.75	1,568.59	(1,468.59)	-1,469 %
511 - CAPITAL PROJECTS FUND Totals:	**44,849.83**	**45,770.50**	**59,100.00**	**2,224.86**	**46,128.57**	**0.00**	**22 %**
621 - ENVIRONMENTAL SERVICES							
412 - Intergovernmental	0.00	0.00	0.00	0.00	20,000.00	(20,000.00)	0 %
420 - Charges for Services	2,557,534.11	2,648,481.81	2,814,036.00	257,374.55	2,722,329.55	91,706.45	3 %
460 - Investment Income	5,967.47	18,230.61	2,000.00	3,914.48	39,632.75	(37,632.75)	-1,882 %
470 - Miscellaneous Revenues	966.00	46.42	500.00	0.00	0.00	500.00	100 %
621 - ENVIRONMENTAL SERVICES Totals:	**2,564,467.58**	**2,666,758.84**	**2,816,536.00**	**261,289.03**	**2,781,962.30**	**0.00**	**1 %**
631 - WASTEWATER							
420 - Charges for Services	2,341,691.42	2,358,191.25	2,643,216.00	216,113.41	2,411,392.22	231,823.78	9 %
440 - Rents	3,400.00	11,005.00	0.00	0.00	2,625.00	(2,625.00)	0 %
460 - Investment Income	18,454.12	34,381.23	10,000.00	4,084.31	48,904.36	(38,904.36)	-389 %
470 - Miscellaneous Revenues	961.75	270.00	0.00	173.00	173.00	(173.00)	0 %
631 - WASTEWATER Totals:	**2,364,507.29**	**2,403,847.48**	**2,653,216.00**	**220,370.72**	**2,463,094.58**	**0.00**	**7 %**
641 - WATER							
420 - Charges for Services	1,824,736.93	1,746,906.21	1,933,275.00	203,679.60	1,725,278.46	207,996.54	11 %
440 - Rents	30,699.20	31,424.22	34,100.00	3,117.11	32,761.98	1,338.02	4 %
460 - Investment Income	18,592.05	24,315.63	15,000.00	3,707.06	40,983.03	(25,983.03)	-173 %
470 - Miscellaneous Revenues	26,251.41	23,375.82	5,000.00	1,931.02	29,555.96	(24,555.96)	-491 %
641 - WATER Totals:	**1,900,279.59**	**1,826,021.88**	**1,987,375.00**	**212,434.79**	**1,828,579.43**	**0.00**	**8 %**
651 - ELECTRIC							
460 - Investment Income	11,621.14	19,479.78	10,000.00	2,290.06	27,937.40	(17,937.40)	-179 %
470 - Miscellaneous Revenues	2,577,145.08	2,607,017.78	2,539,750.00	258,626.71	2,929,488.15	(389,738.15)	-15 %
651 - ELECTRIC Totals:	**2,588,766.22**	**2,626,497.56**	**2,549,750.00**	**260,916.77**	**2,957,425.55**	**0.00**	**-16 %**
661 - STORMWATER							
412 - Intergovernmental	23,817.51	0.00	0.00	0.00	0.00	0.00	0 %
420 - Charges for Services	60,079.98	75,361.70	101,700.00	9,086.90	91,702.27	9,997.73	10 %
460 - Investment Income	4,649.57	10,151.97	2,500.00	963.06	12,028.68	(9,528.68)	-381 %
470 - Miscellaneous Revenues	3,844.40	8,142.44	7,975.00	6.00	23.25	7,951.75	100 %
480 - Other Financing Uses	25,000.00	540,056.00	50,000.00	0.00	25,000.00	25,000.00	50 %
661 - STORMWATER Totals:	**117,391.46**	**633,712.11**	**162,175.00**	**10,055.96**	**128,754.20**	**0.00**	**21 %**
713 - CASH & INVESTMENT POOL							

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	August 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
470 - Miscellaneous Revenues	19.15	5.14	0.00	(10.10)	12.61	(12.61)	0 %
713 - CASH & INVESTMENT POOL Totals:	**19.15**	**5.14**	**0.00**	**(10.10)**	**12.61**	**0.00**	**0 %**
721 - GIS SERVICES							
460 - Investment Income	124.93	472.08	200.00	58.85	1,030.67	(830.67)	-415 %
480 - Other Financing Uses	52,406.24	48,500.00	97,000.00	0.00	48,500.00	48,500.00	50 %
721 - GIS SERVICES Totals:	**52,531.17**	**48,972.08**	**97,200.00**	**58.85**	**49,530.67**	**0.00**	**49 %**
725 - CENTRAL GARAGE							
420 - Charges for Services	166,833.01	159,550.72	228,750.00	13,606.85	159,357.37	69,392.63	30 %
460 - Investment Income	0.45	0.00	0.00	0.00	0.00	0.00	0 %
470 - Miscellaneous Revenues	0.00	35.00	0.00	0.00	0.00	0.00	0 %
725 - CENTRAL GARAGE Totals:	**166,833.46**	**159,585.72**	**228,750.00**	**13,606.85**	**159,357.37**	**0.00**	**30 %**
811 - UNEMPLOYMENT COMP							
460 - Investment Income	541.04	909.61	500.00	106.93	1,304.52	(804.52)	-161 %
811 - UNEMPLOYMENT COMP Totals:	**541.04**	**909.61**	**500.00**	**106.93**	**1,304.52**	**0.00**	**-161 %**
812 - HEALTH INSURANCE							
460 - Investment Income	10,800.39	22,164.08	3,500.00	3,758.56	38,767.39	(35,267.39)	-1,008 %
470 - Miscellaneous Revenues	2,163,991.87	2,195,918.80	2,299,000.00	208,960.50	2,228,713.51	70,286.49	3 %
812 - HEALTH INSURANCE Totals:	**2,174,792.26**	**2,218,082.88**	**2,302,500.00**	**212,719.06**	**2,267,480.90**	**0.00**	**2 %**

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

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	August 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
111 - GENERAL							
500 - Personnel	5,766,375.09	5,895,981.44	6,725,289.00	521,731.94	6,008,106.85	717,182.15	11 %
503 - Supplies	347,018.01	370,945.94	426,350.00	39,448.27	314,830.01	111,519.99	26 %
504 - Contract Services	1,495,146.47	1,497,542.50	1,681,974.00	108,443.03	1,412,609.32	269,364.68	16 %
550 - Capital Outlay	17,780.64	16,608.44	2,012,000.00	0.00	33,711.02	1,978,288.98	98 %
570 - Other Financing Uses	71,701.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
111 - GENERAL Totals:	**7,698,021.21**	**7,781,078.32**	**11,095,613.00**	**669,623.24**	**7,769,257.20**	**0.00**	**30 %**
211 - REGIONAL LIBRARY							
503 - Supplies	2,050.76	876.75	12,500.00	187.79	1,945.17	10,554.83	84 %
504 - Contract Services	0.00	814.99	3,000.00	0.00	0.00	3,000.00	100 %
211 - REGIONAL LIBRARY Totals:	**2,050.76**	**1,691.74**	**15,500.00**	**187.79**	**1,945.17**	**0.00**	**87 %**
212 - TRANSPORTATION							
500 - Personnel	825,711.40	875,949.30	970,672.00	74,654.63	892,149.28	78,522.72	8 %
503 - Supplies	177,735.86	196,864.70	318,150.00	14,171.66	195,450.20	122,699.80	39 %
504 - Contract Services	544,853.34	790,897.66	833,078.00	49,458.03	528,959.96	304,118.04	37 %
550 - Capital Outlay	553,137.41	940,297.96	1,047,493.00	135,582.38	1,162,628.61	(115,135.61)	-11 %
560 - Debt Service	723,773.75	483,555.00	879,342.51	0.00	879,342.51	0.00	0 %
570 - Other Financing Uses	26,101.44	26,000.00	252,000.00	0.00	26,000.00	226,000.00	90 %
212 - TRANSPORTATION Totals:	**2,851,313.20**	**3,313,564.62**	**4,300,735.51**	**273,866.70**	**3,684,530.56**	**0.00**	**14 %**
213 - CEMETERY							
500 - Personnel	140,252.45	144,022.16	160,434.00	13,925.42	147,205.41	13,228.59	8 %
503 - Supplies	10,333.59	11,443.10	21,550.00	1,967.82	9,929.39	11,620.61	54 %
504 - Contract Services	15,447.19	11,617.75	19,612.00	3,789.44	15,850.63	3,761.37	19 %
550 - Capital Outlay	17,000.00	0.00	80,000.00	6,655.00	84,277.99	(4,277.99)	-5 %
213 - CEMETERY Totals:	**183,033.23**	**167,083.01**	**281,596.00**	**26,337.68**	**257,263.42**	**0.00**	**9 %**
214 - CEMETARY PERPETUAL CARE							
504 - Contract Services	0.00	0.00	500,000.00	0.00	0.00	500,000.00	100 %
570 - Other Financing Uses	65,000.00	65,000.00	210,000.00	0.00	105,000.00	105,000.00	50 %
214 - CEMETARY PERPETUAL CARE Totals:	**65,000.00**	**65,000.00**	**710,000.00**	**0.00**	**105,000.00**	**0.00**	**85 %**
215 - SPECIAL PROJECTS							

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	August 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
500 - Personnel	7,736.62	17,633.97	0.00	0.00	16,589.53	(16,589.53)	0 %
503 - Supplies	1,221.17	5,188.01	500,000.00	345.86	1,269.56	498,730.44	100 %
504 - Contract Services	85,771.79	132,692.28	0.00	0.00	40,906.05	(40,906.05)	0 %
550 - Capital Outlay	0.00	22,525.68	0.00	0.00	7,009.19	(7,009.19)	0 %
215 - SPECIAL PROJECTS Totals:	**94,729.58**	**178,039.94**	**500,000.00**	**345.86**	**65,774.33**	**0.00**	**87 %**
216 - BUSINESS IMPROVEMENT							
500 - Personnel	1,374.05	1,169.32	9,500.00	0.00	17,568.13	(8,068.13)	-85 %
503 - Supplies	0.00	17,052.97	0.00	79.99	79.99	(79.99)	0 %
504 - Contract Services	8,442.21	9,030.66	15,967.00	85.42	11,774.32	4,192.68	26 %
550 - Capital Outlay	30,907.74	0.00	64,000.00	0.00	15,421.27	48,578.73	76 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
216 - BUSINESS IMPROVEMENT Totals:	**40,724.00**	**27,252.95**	**189,467.00**	**165.41**	**44,843.71**	**0.00**	**76 %**
218 - PUBLIC SAFETY							
503 - Supplies	4,388.28	14,016.59	18,000.00	343.53	14,589.64	3,410.36	19 %
504 - Contract Services	0.00	82,418.00	97,568.00	0.00	88,070.22	9,497.78	10 %
550 - Capital Outlay	125,635.79	169,609.79	178,000.00	9,705.96	56,116.20	121,883.80	68 %
560 - Debt Service	58,793.75	0.00	0.00	0.00	0.00	0.00	0 %
570 - Other Financing Uses	0.00	0.00	200,000.00	0.00	0.00	200,000.00	100 %
218 - PUBLIC SAFETY Totals:	**188,817.82**	**266,044.38**	**493,568.00**	**10,049.49**	**158,776.06**	**0.00**	**68 %**
219 - INDUSTRIAL SITES							
504 - Contract Services	28,594.75	607.50	50,500.00	0.00	675.00	49,825.00	99 %
570 - Other Financing Uses	0.00	153,500.00	100,000.00	0.00	100,000.00	0.00	0 %
219 - INDUSTRIAL SITES Totals:	**28,594.75**	**154,107.50**	**150,500.00**	**0.00**	**100,675.00**	**0.00**	**33 %**
223 - KENO							
503 - Supplies	18,060.92	10,860.47	17,000.00	2,677.29	13,803.07	3,196.93	19 %
504 - Contract Services	8,607.96	16,244.20	74,136.00	3,736.00	65,070.84	9,065.16	12 %
550 - Capital Outlay	0.00	5,909.00	35,000.00	0.00	26,642.59	8,357.41	24 %
223 - KENO Totals:	**26,668.88**	**33,013.67**	**126,136.00**	**6,413.29**	**105,516.50**	**0.00**	**16 %**
224 - ECONOMIC DEVELOPMENT							
500 - Personnel	5,672.26	89,661.96	104,171.00	8,079.50	95,327.66	8,843.34	8 %
503 - Supplies	1,450.72	1,261.61	1,400.00	290.75	1,546.40	(146.40)	-10 %

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	August 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
504 - Contract Services	1,386,874.92	1,867,578.17	2,606,150.00	16,326.53	1,609,376.80	996,773.20	38 %
224 - ECONOMIC DEVELOPMENT Totals:	**1,393,997.90**	**1,958,501.74**	**2,711,721.00**	**24,696.78**	**1,706,250.86**	**0.00**	**37 %**
225 - MUTUAL FIRE							
503 - Supplies	9,362.66	5,232.00	10,000.00	0.00	31,976.15	(21,976.15)	-220 %
504 - Contract Services	0.00	30,449.82	15,500.00	0.00	5,282.22	10,217.78	66 %
550 - Capital Outlay	0.00	333,907.90	35,000.00	0.00	5,843.92	29,156.08	83 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
225 - MUTUAL FIRE Totals:	**9,362.66**	**369,589.72**	**160,500.00**	**0.00**	**43,102.29**	**0.00**	**73 %**
311 - DEBT SERVICE							
504 - Contract Services	5,140.00	5,280.00	8,780.00	0.00	5,280.00	3,500.00	40 %
560 - Debt Service	341,442.71	0.00	0.00	0.00	0.00	0.00	0 %
570 - Other Financing Uses	683,783.45	692,002.42	4,194,244.00	0.00	693,628.77	3,500,615.23	83 %
311 - DEBT SERVICE Totals:	**1,030,366.16**	**697,282.42**	**4,203,024.00**	**0.00**	**698,908.77**	**0.00**	**83 %**
321 - TIF PROJECTS							
503 - Supplies	0.00	0.00	0.00	50,000.00	50,000.00	(50,000.00)	0 %
560 - Debt Service	100,526.00	326,653.46	483,950.00	0.00	227,131.35	256,818.65	53 %
570 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
321 - TIF PROJECTS Totals:	**100,526.00**	**326,653.46**	**783,950.00**	**50,000.00**	**277,131.35**	**0.00**	**65 %**
411 - CDBG							
504 - Contract Services	42,888.00	0.00	0.00	0.00	0.00	0.00	0 %
411 - CDBG Totals:	**42,888.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0 %**
412 - LEASE CORPORATION							
504 - Contract Services	140.00	75.00	200.00	0.00	20.00	180.00	90 %
560 - Debt Service	683,383.45	692,002.42	694,244.00	0.00	693,628.77	615.23	0 %
412 - LEASE CORPORATION Totals:	**683,523.45**	**692,077.42**	**694,444.00**	**0.00**	**693,648.77**	**0.00**	**0 %**
511 - CAPITAL PROJECTS FUND							
504 - Contract Services	0.00	0.00	30,000.00	0.00	0.00	30,000.00	100 %
550 - Capital Outlay	6,000.00	37,502.00	65,000.00	0.00	51,500.00	13,500.00	21 %
511 - CAPITAL PROJECTS FUND Totals:	**6,000.00**	**37,502.00**	**95,000.00**	**0.00**	**51,500.00**	**0.00**	**46 %**

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	August 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
621 - ENVIRONMENTAL SERVICES							
500 - Personnel	1,046,338.06	1,045,465.59	1,186,072.00	87,505.61	1,038,184.22	147,887.78	12 %
503 - Supplies	118,135.79	138,215.52	188,600.00	11,357.65	120,252.46	68,347.54	36 %
504 - Contract Services	656,737.40	686,342.10	811,996.00	60,363.99	693,410.47	118,585.53	15 %
550 - Capital Outlay	187,772.89	0.00	1,414,232.00	0.00	0.00	1,414,232.00	100 %
570 - Other Financing Uses	27,101.60	27,000.00	54,000.00	0.00	27,000.00	27,000.00	50 %
621 - ENVIRONMENTAL SERVICES Totals:	**2,036,085.74**	**1,897,023.21**	**3,654,900.00**	**159,227.25**	**1,878,847.15**	**0.00**	**49 %**
631 - WASTEWATER							
500 - Personnel	768,956.58	790,835.28	942,948.00	63,008.77	779,632.49	163,315.51	17 %
503 - Supplies	69,442.20	63,097.49	127,805.00	8,791.31	61,530.70	66,274.30	52 %
504 - Contract Services	385,202.75	396,224.36	547,527.00	27,464.57	394,587.64	152,939.36	28 %
550 - Capital Outlay	225,623.99	286,632.46	469,000.00	188,845.84	415,389.69	53,610.31	11 %
560 - Debt Service	645,890.70	645,890.70	645,890.00	0.00	645,890.66	(0.66)	0 %
570 - Other Financing Uses	70,101.60	70,000.00	740,000.00	0.00	70,000.00	670,000.00	91 %
631 - WASTEWATER Totals:	**2,165,217.82**	**2,252,680.29**	**3,473,170.00**	**288,110.49**	**2,367,031.18**	**0.00**	**32 %**
641 - WATER							
500 - Personnel	699,615.81	709,392.18	848,763.00	54,468.07	692,057.40	156,705.60	18 %
503 - Supplies	167,952.45	240,846.46	409,070.00	14,295.53	251,899.54	157,170.46	38 %
504 - Contract Services	299,610.41	314,668.73	441,974.00	22,251.71	280,806.41	161,167.59	36 %
550 - Capital Outlay	78,301.15	735,205.33	197,000.00	1,631.25	53,342.00	143,658.00	73 %
570 - Other Financing Uses	39,101.60	39,000.00	678,000.00	0.00	39,000.00	639,000.00	94 %
641 - WATER Totals:	**1,284,581.42**	**2,039,112.70**	**2,574,807.00**	**92,646.56**	**1,317,105.35**	**0.00**	**49 %**
651 - ELECTRIC							
503 - Supplies	0.00	0.00	1,000.00	0.00	0.00	1,000.00	100 %
570 - Other Financing Uses	2,557,145.08	2,607,017.78	3,289,750.00	258,626.71	2,929,488.15	360,261.85	11 %
651 - ELECTRIC Totals:	**2,557,145.08**	**2,607,017.78**	**3,290,750.00**	**258,626.71**	**2,929,488.15**	**0.00**	**11 %**
661 - STORMWATER							
503 - Supplies	5,315.73	4,979.44	14,990.00	472.42	1,744.78	13,245.22	88 %
504 - Contract Services	43,569.93	32,725.43	84,729.50	2,151.13	31,103.51	53,625.99	63 %
550 - Capital Outlay	3,997.09	291,228.99	174,815.00	3,434.33	209,582.29	(34,767.29)	-20 %
560 - Debt Service	0.00	0.00	84,832.49	0.00	84,832.49	0.00	0 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
661 - STORMWATER Totals:	**52,882.75**	**328,933.86**	**609,366.99**	**6,057.88**	**327,263.07**	**0.00**	**46 %**

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	August 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
721 - GIS SERVICES							
500 - Personnel	53,295.35	55,576.58	62,712.00	4,829.72	57,599.27	5,112.73	8 %
503 - Supplies	209.09	196.00	5,000.00	0.00	964.89	4,035.11	81 %
504 - Contract Services	14,912.11	11,743.48	15,625.00	35.62	12,468.30	3,156.70	20 %
560 - Debt Service	20,266.24	0.00	0.00	0.00	0.00	0.00	0 %
721 - GIS SERVICES Totals:	**88,682.79**	**67,516.06**	**83,337.00**	**4,865.34**	**71,032.46**	**0.00**	**15 %**
725 - CENTRAL GARAGE							
500 - Personnel	132,923.33	141,710.47	155,862.00	11,817.55	144,764.57	11,097.43	7 %
503 - Supplies	21,685.38	29,122.88	30,000.00	566.64	30,381.56	(381.56)	-1 %
504 - Contract Services	95,590.90	111,878.82	111,222.00	5,188.79	97,293.07	13,928.93	13 %
550 - Capital Outlay	0.00	5,217.99	0.00	0.00	0.00	0.00	0 %
725 - CENTRAL GARAGE Totals:	**250,199.61**	**287,930.16**	**297,084.00**	**17,572.98**	**272,439.20**	**0.00**	**8 %**
811 - UNEMPLOYMENT COMP							
504 - Contract Services	2,688.00	0.00	60,000.00	0.00	0.00	60,000.00	100 %
811 - UNEMPLOYMENT COMP Totals:	**2,688.00**	**0.00**	**60,000.00**	**0.00**	**0.00**	**0.00**	**100 %**
812 - HEALTH INSURANCE							
504 - Contract Services	1,900,014.88	1,790,722.72	2,524,900.00	146,334.28	1,725,152.81	799,747.19	32 %
812 - HEALTH INSURANCE Totals:	**1,900,014.88**	**1,790,722.72**	**2,524,900.00**	**146,334.28**	**1,725,152.81**	**0.00**	**32 %**

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

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	August 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
111 - GENERAL							
111 - FINANCE							
500 - Personnel	109,088.93	119,753.58	133,974.00	9,702.93	121,292.92	12,681.08	9 %
503 - Supplies	11,867.33	12,818.24	16,300.00	1,149.71	12,669.33	3,630.67	22 %
504 - Contract Services	56,676.13	69,594.95	72,071.00	9,607.26	67,603.58	4,467.42	6 %
111 - FINANCE Totals:	**177,632.39**	**202,166.77**	**222,345.00**	**20,459.90**	**201,565.83**	**20,779.17**	**9 %**
112 - PERSONNEL							
500 - Personnel	15,010.91	15,458.11	16,947.00	1,304.80	15,582.53	1,364.47	8 %
503 - Supplies	3,048.50	4,441.48	5,100.00	92.95	5,051.59	48.41	1 %
504 - Contract Services	27,024.96	29,904.92	28,250.00	3,600.90	22,423.44	5,826.56	21 %
112 - PERSONNEL Totals:	**45,084.37**	**49,804.51**	**50,297.00**	**4,998.65**	**43,057.56**	**7,239.44**	**14 %**
113 - COUNCIL							
500 - Personnel	19,475.88	19,476.00	21,100.00	1,623.00	19,989.40	1,110.60	5 %
503 - Supplies	1,782.77	1,889.00	1,900.00	0.00	1,861.37	38.63	2 %
504 - Contract Services	3,156.00	895.00	3,250.00	944.00	4,460.10	(1,210.10)	-37 %
570 - Other Financing Uses	68,201.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
113 - COUNCIL Totals:	**92,615.65**	**22,260.00**	**276,250.00**	**2,567.00**	**26,310.87**	**249,939.13**	**90 %**
114 - CITY MANAGER							
500 - Personnel	17,364.21	20,525.15	23,875.00	1,886.07	22,244.84	1,630.16	7 %
503 - Supplies	62,876.09	72,278.83	56,000.00	393.47	31,435.95	24,564.05	44 %
504 - Contract Services	66,740.09	178,440.67	201,250.00	15,971.77	86,698.72	114,551.28	57 %
114 - CITY MANAGER Totals:	**146,980.39**	**271,244.65**	**281,125.00**	**18,251.31**	**140,379.51**	**140,745.49**	**50 %**
115 - CITY CLERK							
500 - Personnel	13,224.47	16,444.03	23,393.00	932.00	10,814.89	12,578.11	54 %
503 - Supplies	1,048.64	1,133.91	1,500.00	0.00	648.46	851.54	57 %
504 - Contract Services	8,540.23	8,117.15	11,850.00	758.17	9,399.70	2,450.30	21 %
115 - CITY CLERK Totals:	**22,813.34**	**25,695.09**	**36,743.00**	**1,690.17**	**20,863.05**	**15,879.95**	**43 %**
116 - MIS							
503 - Supplies	16,399.85	38,300.43	7,000.00	827.89	8,452.38	(1,452.38)	-21 %

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	August 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
504 - Contract Services	40,487.58	34,522.54	67,000.00	6,875.00	44,960.99	22,039.01	33 %
550 - Capital Outlay	8,631.08	0.00	12,000.00	0.00	12,748.11	(748.11)	-6 %
116 - MIS Totals:	**65,518.51**	**72,822.97**	**86,000.00**	**7,702.89**	**66,161.48**	**19,838.52**	**23 %**
121 - DEVELOPMENT SERVICES							
500 - Personnel	232,114.62	172,586.06	193,356.00	13,729.24	165,306.20	28,049.80	15 %
503 - Supplies	4,573.34	3,829.52	6,200.00	840.84	2,398.29	3,801.71	61 %
504 - Contract Services	78,862.89	41,954.88	60,206.00	2,931.25	36,626.28	23,579.72	39 %
570 - Other Financing Uses	3,500.00	0.00	0.00	0.00	0.00	0.00	0 %
121 - DEVELOPMENT SERVICES Totals:	**319,050.85**	**218,370.46**	**259,762.00**	**17,501.33**	**204,330.77**	**55,431.23**	**21 %**
141 - FIRE							
500 - Personnel	1,327,722.87	1,352,183.74	1,591,134.00	114,965.91	1,437,621.32	153,512.68	10 %
503 - Supplies	18,771.61	23,320.50	32,400.00	3,282.63	38,218.80	(5,818.80)	-18 %
504 - Contract Services	84,048.98	54,261.70	75,398.00	3,987.61	69,521.98	5,876.02	8 %
141 - FIRE Totals:	**1,430,543.46**	**1,429,765.94**	**1,698,932.00**	**122,236.15**	**1,545,362.10**	**153,569.90**	**9 %**
142 - POLICE							
500 - Personnel	2,708,904.50	2,908,841.04	3,257,232.00	241,211.75	2,901,401.86	355,830.14	11 %
503 - Supplies	73,954.95	82,911.30	110,850.00	12,288.02	73,268.39	37,581.61	34 %
504 - Contract Services	377,170.72	290,234.17	328,450.00	24,448.54	298,135.38	30,314.62	9 %
142 - POLICE Totals:	**3,160,030.17**	**3,281,986.51**	**3,696,532.00**	**277,948.31**	**3,272,805.63**	**423,726.37**	**11 %**
143 - EMERGENCY MANAGEMENT							
500 - Personnel	77,083.45	79,510.16	90,880.00	7,026.11	82,306.01	8,573.99	9 %
503 - Supplies	3,657.75	5,919.43	13,050.00	1,170.76	7,858.88	5,191.12	40 %
504 - Contract Services	6,355.95	5,034.66	6,834.00	437.56	5,129.07	1,704.93	25 %
143 - EMERGENCY MANAGEMENT Totals:	**87,097.15**	**90,464.25**	**110,764.00**	**8,634.43**	**95,293.96**	**15,470.04**	**14 %**
151 - LIBRARY							
500 - Personnel	450,043.32	475,004.75	540,513.00	41,868.39	504,067.58	36,445.42	7 %
503 - Supplies	59,917.27	60,201.60	77,300.00	6,870.33	65,839.75	11,460.25	15 %
504 - Contract Services	94,480.98	102,553.36	118,678.00	7,388.21	99,896.44	18,781.56	16 %
151 - LIBRARY Totals:	**604,441.57**	**637,759.71**	**736,491.00**	**56,126.93**	**669,803.77**	**66,687.23**	**9 %**
171 - PARKS							

	2016-2017 YTD Activity	2017-2018 YTD Activity	2018-2019 Budget	August 2018-2019 MTD Activity	2018-2019 YTD Activity	2018-2019 Budget Remaining	% Budget Remaining
500 - Personnel	640,334.23	619,081.62	744,708.00	62,177.26	653,662.07	91,045.93	12 %
503 - Supplies	47,644.65	42,870.94	59,450.00	7,088.10	45,785.10	13,664.90	23 %
504 - Contract Services	219,006.28	245,976.46	245,807.00	16,537.87	209,199.50	36,607.50	15 %
550 - Capital Outlay	612.00	16,608.44	2,000,000.00	0.00	20,962.91	1,979,037.09	99 %
171 - PARKS Totals:	**907,597.16**	**924,537.46**	**3,049,965.00**	**85,803.23**	**929,609.58**	**2,120,355.42**	**70 %**
172 - RECREATION							
500 - Personnel	156,007.70	97,117.20	88,177.00	25,304.48	73,817.23	14,359.77	16 %
503 - Supplies	41,475.26	21,030.76	39,300.00	5,443.57	21,341.72	17,958.28	46 %
504 - Contract Services	432,595.68	436,052.04	462,930.00	14,954.89	458,554.14	4,375.86	1 %
550 - Capital Outlay	8,537.56	0.00	0.00	0.00	0.00	0.00	0 %
172 - RECREATION Totals:	**638,616.20**	**554,200.00**	**590,407.00**	**45,702.94**	**553,713.09**	**36,693.91**	**6 %**
111 - GENERAL Totals:	**7,698,021.21**	**7,781,078.32**	**11,095,613.00**	**669,623.24**	**7,769,257.20**	**0.00**	**30 %**
211 - REGIONAL LIBRARY							
151 - LIBRARY							
503 - Supplies	2,050.76	876.75	12,500.00	187.79	1,945.17	10,554.83	84 %
504 - Contract Services	0.00	814.99	3,000.00	0.00	0.00	3,000.00	100 %
151 - LIBRARY Totals:	**2,050.76**	**1,691.74**	**15,500.00**	**187.79**	**1,945.17**	**13,554.83**	**87 %**
211 - REGIONAL LIBRARY Totals:	**2,050.76**	**1,691.74**	**15,500.00**	**187.79**	**1,945.17**	**0.00**	**87 %**
212 - TRANSPORTATION							
111 - FINANCE							
500 - Personnel	17,864.92	24,152.03	27,905.00	2,336.49	26,949.41	955.59	3 %
111 - FINANCE Totals:	**17,864.92**	**24,152.03**	**27,905.00**	**2,336.49**	**26,949.41**	**955.59**	**3 %**
112 - PERSONNEL							
500 - Personnel	10,007.31	10,305.07	11,297.00	869.88	10,388.42	908.58	8 %
112 - PERSONNEL Totals:	**10,007.31**	**10,305.07**	**11,297.00**	**869.88**	**10,388.42**	**908.58**	**8 %**
114 - CITY MANAGER							
500 - Personnel	11,576.34	13,683.29	15,917.00	1,257.38	14,829.96	1,087.04	7 %
114 - CITY MANAGER Totals:	**11,576.34**	**13,683.29**	**15,917.00**	**1,257.38**	**14,829.96**	**1,087.04**	**7 %**

City of Scottsbluff, Nebraska
Monday, September 16, 2019
Regular Meeting

Item SBYC1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska
Monday, September 16, 2019
Regular Meeting

Item Public Inp1

Council to recognize Old West Balloon Fest Board, Executive Director, and volunteers with a Community Service Award.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, September 16, 2019

Regular Meeting

Item Public Inp2

Council to recognize Mike Blue and Larry Martin for receiving the Excellence in Individual Preparedness Award part of the Lt. Governor's Be Prepared Awards.

Staff Contact: City Council

City of Scottsbluff, Nebraska
Monday, September 16, 2019
Regular Meeting

Item Public Inp3

Mayor to read a Proclamation naming October as Manufacturing Month.

Staff Contact: City Council

MANUFACTURING MONTH PROCLAMATION 2019

WHEREAS, the City of Scottsbluff, Nebraska is recognizing October, 2019 as Manufacturing Month; and

WHEREAS, modern advanced manufacturing relies on clean, well-lit and climate-controlled environments; provides competitive benefits to employees including healthcare and retirement plans; and hereby makes manufacturing a worthwhile career choice for all residents; and

WHEREAS, manufacturing jobs provide an annual compensation which is significantly higher than the state's average wage; and

WHEREAS, manufacturing jobs enable families in western Nebraska to realize the dreams of owning a home, educating children and enjoying a secure retirement; and

WHEREAS, manufactures pay millions of dollars annually to support public education, law enforcement, emergency preparedness, public works and other essential services.

WHEREAS, the City of Scottsbluff, Nebraska supports and joins in this national effort to help America's manufacturers do what they do best – grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

NOW, THEREFORE, the City of Scottsbluff, Nebraska does hereby proclaim the month of October 2019 as Manufacturing Month in Scottsbluff, Nebraska.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of October, in the year two thousand and nineteen and I encourage all Nebraskans to show their support for our manufacturers by purchasing products made in Nebraska and America.

City of Scottsbluff, Nebraska

Monday, September 16, 2019

Regular Meeting

Item Public Inp4

Vice Mayor to read a Proclamation naming October 2, 2019 as Official International Walk to School Day.

Staff Contact: City Council

Official International Walk to School Day Proclamation

October 2nd, 2019

Whereas, the lives of hundreds of children could be saved each year if communities take steps to make pedestrian safety a priority.

Whereas, a lack of physical activity plays a leading role in rising rates of obesity, diabetes and other health problems among children and being able to walk or bicycle to school offers an opportunity to build activity into daily routine.

Whereas, driving students to school by private vehicle contributes to traffic congestion and air pollution.

Whereas, an important role for parents and caregivers is to teach children about pedestrian safety and become aware of the difficulties and dangers that children face on their trip to school each day and the health and environmental risks related to physical inactivity and air pollution.

Whereas, community leaders, school personnel and parents can determine the "walkability" of their community by using a walkability checklist.

Whereas, community members and leaders should make a plan to make immediate changes to enable children to safely walk and bicycle in our communities and develop a list of suggestions for improvements that can be done over time.

Whereas, children, parents and community leaders around the world are joining together to walk to school and evaluate walking and bicycling conditions in their communities.

Now Therefore, Be It Resolved that I, **Jeanne McKerrigan, Vice President of Council** proclaim October 2, 2019 "International Walk to School Day" in Scottsbluff, NE and encourage everyone to consider the safety and health of children today and every day.

City of Scottsbluff, Nebraska
Monday, September 16, 2019
Regular Meeting

Item Public Inp5

Council to consider action on removing from the table Purchase Agreements for sale of Parking Lots.

Staff Contact: City Council

City of Scottsbluff, Nebraska
Monday, September 16, 2019
Regular Meeting

Item Public Inp6

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

Staff Contact: City Council

BUSINESS IMPROVEMENT DISTRICT BOARD
Regular Meeting
May 15, 2019

The Scottsbluff Improvement District Board had a meeting on Wednesday, May 15, 2019 at 8:00am at the City Hall Council Chambers, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published on May 10, 2019 in the Star-Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour, and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodation to attend the Business Improvement Board meeting should contact Development Services Department, and that an agenda of the meeting kept continually current was available for public inspection at the Development Services department office; provided, the Business Improvement Board 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 has been delivered to each Business Improvement Board member. An agenda kept continually current was available for public inspection at the office of Development Services Department at all times from publication to the time of the meeting.

Item 1: Board Chairman Neal Blomenkamp opened the meeting at 8:09 am.

Item 2: Board Chairman Blomenkamp notified all interested parties that there is a copy of the Nebraska Open Meetings Act posted on the bulletin board on the south wall of Council Chambers.

Item 3: Roll Call. Members present: Melissa Schneider, Tami Reichert, Neal Blomenkamp, and Beckie Rodgers. Members absent: Donna Hessler, Roger Franklin, Rick Wayman, and Angela Kembel. City staff present: Sheila Hort, Development Services, and Jordan Diedrich, Deputy Director of Public Works, Starr Lehl, Economic Development Director, Rick Deeds, Park Supervisor, and Leann Sato, Stormwater Specialist.

Item 4: No change in agenda

Item 5: Guests: Katie Bradshaw and Billy Estes, Midwest Theater

Item 6: Motion to approve the minutes of the December 19, 2018 meeting was made by Schneider, second by Reichert. Motion approved.

Item 7: New Business

A) Katie Bradshaw and Billy Estes presented their plan to install an ADA ramp curbside in front of the Midwest Theater. (See attachment) They asked for the cities assistance in relocating the bike rack. They will be removing the pavers in front of the theater. They would like to designate two ADA parking spaces in front of the theater for use during special events. These spaces would be marked with a removable sign that would allow for normal parking any other time.

The Midwest would be responsible for putting up and taking down the sign. Jordan advised them the city would paint the areas blue if they wanted. The board agreed that they're plan looked good. The Midwest will submit an updated drawing to Jordan before they start work. They also brought to the board attention the curb nearest the bulb out is painted red. This area would allow for another parking space. Jordan advised that when the bulb outs were constructed the curbs were uniformly painted red whether they had a fire hydrant or not. The city can evaluate where these areas are and will consider removing the red paint where it is not needed.
Tami suggested two handicapped parking spaces be designated in front of the plaza.

B) Jordan reviewed the upcoming budget. The BID currently has $277,000 with $100,000 in contingency. Neal suggested lowering the contingency to $50,000. Jordan said that finance director Liz Hillyard was ok with that, but it would need to go to city council for approval. Jordan will send a copy of the budget to the BID board. Lowering the contingency will be voted on at the next meeting.

C) Jordan advised he had found an old map which depicted the BID's jurisdiction. The parking lot located at 2nd Ave. and E. 17th St. is not in this area. The parking lot is in need of repair. Although the parking lot is not in the BID's jurisdiction, a motion was made by Schneider to recommend to city council that they sell the property. 2nd by Reichert. All were in favor.

Leann suggested looking into permeable pavers or drive-on sod being installed in the plaza for more parking. She thought storm water grants might be available for this type of project.

Neal informed the board that the Emporium, located at 1818 1st Ave. is for sale. This and the property to the south of it could be purchased and demoed for parking. The property to the south has a metal building that could house restrooms for the plaza.

D) City staff will research what it would take to purchase the property located at Ave A and W. 19th St., demo the existing structures, and create a parking lot. This property currently has an apartment building and a house to the east of the apartment. The property is in bad shape, but not to the point it can be condemned. Staff will also figure out how many parking spaces would be gained in this 50ft x 140ft area. Parking is needed in this area due to the Tangled Tumbleweed and the Brewery.

E) Starr informed the board that a committee will be organizing the Bands on Broadway. It will begin July 4th and will be every Thursday night from 6-9pm for 6 weeks. The plaza will be fenced off allowing a beer garden. They hope to have 3-4 food trucks. The first 3 weeks will have local bands, and then the following weeks will have regional bands. She would like to have a fireworks show on the night of July 4th. Band placement will be discussed at our next meeting.

Melissa thought the Farmers Market might be encouraged to be on Thursday nights. She said Angela is looking for a new manager for the Farmers Market.

Starr informed the Board of the Tour de Nebraska will be in Gering on Thursday June 20th and in Scottsbluff on Friday June 21st. They are expecting 420 participants. The plaza will be utilized for entertainment, food trucks, and the Brewery will be sponsoring a beer garden. Broadway will be blocked off between 17th & 19th.

F) The city is implementing a Kids Bike zone in the plaza on the concrete ice skating pad. See attached instruction and obstacle course. Neal asked Starr to email the board information.

G) Friday June 7th the Nebraska Statewide Arboretum will be in Scottsbluff. This coincides with Wildflower Week. Leann handed out the schedule for this event as well as Tee shirt order information. They will be handing out packets at lunch and she encouraged business owner to put items in the packets promoting their business. She also talked about Bloom boxes and how to order through plantnebraska.org.

Item 8: Unfinished Business: None

Item9: The meeting was adjourned at 9:30am

AGREEMENT

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

Recitals:

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

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

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

Agreement:

1. **Purchase Price:**

The Purchase Price shall be $20,000.00 payable at the time of the Closing in cash or cash equivalent.

2. **Closing and Possession:**

Possession shall be delivered to the Buyer at the time of closing (the "Closing"). The Closing shall take place within thirty (30) days after the expiration of time for filing a remonstrance against the sale, but in no event shall the closing be later than November 30, 2019. At the Closing, the Seller shall deliver to the Buyer a Warranty Deed free and clear of all liens and encumbrances, excepting easements, restrictions, reservations, rights-of-way of record and subject to standard exceptions in the title insurance policy.

3. **Evidence of Title:**

Prior to the Closing, the Seller shall furnish to the Buyer a title insurance commitment binder showing that the Seller has merchantable title to the Real Estate. The Seller shall have a reasonable time to correct any defects and, if necessary, the Closing shall be delayed accordingly. If it is impossible to perfect title or if defects exist which will require court

action or an unreasonable expense or time to cure, the Seller shall have the option to terminate this Agreement upon written notice to the Buyer.

4. **Taxes:**

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

5. **Risk of Loss:**

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

6. **Inspection and Disclosures:**

The Buyer has personally inspected the Real Estate and is entering into this Agreement based on that inspection and not on any representations or warranties, express or implied, made by the Seller. The Buyer is purchasing the Real Estate AAS IS@.

7. **Conditional Agreement:**

This Agreement and the Closing are conditional upon the Scottsbluff City Council approving the sale and no remonstrance against the sale being filed. If the Scottsbluff City Council does not approve the sale or a valid remonstrance is filed, the Closing shall not take place and this Agreement shall become null and void. The Buyer acknowledges the Seller is required to pass an Ordinance, provide Notice and publish terms of this Agreement prior to the time the parties are able to close this Agreement.

8. **Seller's Representations:**

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

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

concerning contamination of the Real Estate. Buyer is entitled to obtain a Phase I inspection at its expense.

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

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

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

9. Expenses of Sale:

The cost of the preparation of this Agreement shall be paid by Seller. Both parties shall equally divide the cost to prepare the Warranty Deed along with the cost of closing, including any fees by a closing agent, and the cost of any owner's title insurance coverage. The cost of the documentary stamp tax, if any, shall be paid by the Seller. Buyer shall pay the cost to record the Warranty Deed as well as all fees for its attorney, relator or other professional it has used in connection with its purchase.

10. Default:

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

11. General Provisions:

a. This Agreement shall not be assignable by either party.

b. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Agreement shall relieve any party of its obligations under this Agreement.

c. No waiver of any breach of any provision of this Agreement will be deemed a waiver of any other breach of this Agreement. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

d. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.

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

f. This Agreement contains the entire agreement of the Parties. This Agreement may be amended only in writing signed by all parties.

CITY OF SCOTTSBLUFF, NEBRASKA a Municipal Corporation, Seller,	Western States Bank a Wyoming corporation, Buyer
By_____ Mayor	By_____ Gary E. Crum, President
_____ City Clerk	

State of Nebraska, Scotts Bluff County:

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

_____
Notary Public

State of Wyoming Albany County:

This Agreement was acknowledged before me on August 17th, 2019, by Gary E. Crum, as President of Western State Bank, a Wyoming corporation, for and on behalf of the corporation, Buyer.

CHRISTIE KOLTISKA-NOTARY PUBLIC
County of Albany
State of Wyoming
My Commission Expires: April 10, 2023

_____
Notary Public

AGREEMENT

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

Recitals:

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

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

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

Agreement:

1. Purchase Price:

The Purchase Price shall be $12,500.00 payable at the time of the Closing in cash or cash equivalent.

2. Closing and Possession:

Possession shall be delivered to the Buyer at the time of closing (the "Closing"). The Closing shall take place within thirty (30) days after the expiration of time for filing a remonstrance against the sale, but in no event shall the closing be later than November 30, 2019. At the Closing, the Seller shall deliver to the Buyer a Warranty Deed free and clear of all liens and encumbrances, excepting easements, restrictions, reservations, rights-of-way of record and subject to standard exceptions in the title insurance policy.

3. Evidence of Title:

Prior to the Closing, the Seller shall furnish to the Buyer a title insurance commitment binder showing that the Seller has merchantable title to the Real Estate. The Seller shall have a reasonable time to correct any defects and, if necessary, the Closing shall be delayed

accordingly. If it is impossible to perfect title or if defects exist which will require court action or an unreasonable expense or time to cure, the Seller shall have the option to terminate this Agreement upon written notice to the Buyer.

4. Taxes:

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

5. Risk of Loss:

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

6. Inspection and Disclosures:

The Buyer has personally inspected the Real Estate and is entering into this Agreement based on that inspection and not on any representations or warranties, express or implied, made by the Seller. The Buyer is purchasing the Real Estate "AS IS".

7. Conditional Agreement:

This Agreement and the Closing are conditional upon the Scottsbluff City Council approving the sale and no remonstrance against the sale being filed. If the Scottsbluff City Council does not approve the sale or a valid remonstrance is filed, the Closing shall not take place and this Agreement shall become null and void. The Buyer acknowledges the Seller is required to pass an Ordinance, provide Notice and publish terms of this Agreement prior to the time the parties are able to close this Agreement.

8. Seller's Representations:

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

a. No sources of contamination exist on the Real Estate which would obligate the Buyer to clean up expenses under Federal or State environmental laws and regulation, and the Seller has received no notice of the existence of such contamination. In addition, the

Seller has received no notice of any action or proposed action by governmental authorities concerning contamination of the Real Estate. Buyer is entitled to obtain a Phase I inspection at its expense.

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

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

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

9. Expenses of Sale:

The cost of the preparation of this Agreement shall be paid by Seller. Both parties shall equally divide the cost to prepare the Warranty Deed along with the cost of closing, including any fees by a closing agent, and the cost of any owner's title insurance coverage. The cost of the documentary stamp tax, if any, shall be paid by the Seller. Buyer shall pay the cost to record the Warranty Deed as well as all fees for its attorney, relator or other professional it has used in connection with its purchase.

10. Default:

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

11. General Provisions:

a. This Agreement shall not be assignable by either party.

b. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Agreement shall relieve any party of its obligations under this Agreement.

c. No waiver of any breach of any provision of this Agreement will be deemed a waiver of any other breach of this Agreement. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

d. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.

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

f. This Agreement contains the entire agreement of the Parties. This Agreement may be amended only in writing signed by all parties.

CITY OF SCOTTSBLUFF, NEBRASKA a Municipal Corporation, Seller,	Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO, a Nebraska professional corporation, Buyer
By_____ Mayor	By_____ Vice, President

_____
City Clerk

State of Nebraska, Scotts Bluff County:

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

_____
Notary Public

State of Nebraska, Scotts Bluff County:

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

Marcella Urdiales

GENERAL NOTARY - State of Nebraska
MARCELLA URDIALES
My Comm. Exp. October 3, 2021

18TH ST
E 18TH ST
E 18TH ST
18TH ST
E 18TH ST
1ST AVE
2ND AVE
17TH ST
E 17TH ST
E 17TH ST
17TH ST
E 17TH ST
City of Scottsbluff, NE
Beehive

City of Scottsbluff, Nebraska

Monday, September 16, 2019

Regular Meeting

Item Bids1

Council to award bid for warrants based on quotes for interest rates for period 10-01-2019 through 09-30-2020.

Staff Contact: Liz Hilyard, Finance Director

A g e n d a S t a t e m e n t

Item No.

For meeting of: **September 16, 2019**

AGENDA TITLE: Award bid for warrants based on quotes for interest rates for period 10-01-2019 through 09-30-2020.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance

PRESENTATION BY: Nathan Johnson

SUMMARY EXPLANATION: We asked local banks to submit quotes on warrant interest rates they were willing to give us. Here are the results of that request:

First Natl Bank	2.97%
First State Bank	1.55%
Platte Valley Bank	2.75%
Western States Bank	no response

These rates would be effective until 09-30-2020 at which time we will request new rates.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Recommend that council approve First State Bank as the purchaser of our warrants from 10-01-2019 through 09-30-2020.

EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

City of Scottsbluff, Nebraska

Monday, September 16, 2019

Regular Meeting

Item Resolut.1

Council to approve the Resolution awarding First State Bank the bid for purchaser of City warrants from a period of 10-01-2019 through 09-30-2020.

Staff Contact: Liz Hilyard, Finance Director

RESOLUTION NO.

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

That the claim of First State Bank in the amount of $123,031.26, to payoff outstanding warrant principal to 9-30-19 for the Paving District #311, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of $463,712.13, to payoff outstanding warrant principal to 9-30-19 for the Paving District #312, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of $88,379.21, to payoff outstanding warrant principal to 9-30-19 for the Paving District #313, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of $52,634.36, to payoff outstanding warrant principal to 9-30-19 for the Water District #105, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

Passed and approved this 16th day of September, 2019.

_____
Mayor

ATTEST:

_____
City Clerk
"seal"

City of Scottsbluff, Nebraska

Monday, September 16, 2019

Regular Meeting

Item Resolut.2

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

Staff Contact: Liz Hilyard, Finance Director

ORDINANCE NO. _____

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

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

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

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

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

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

PASSED AND APPROVED on _____, 2019.

_____
Mayor

Attest:

_____
City Clerk (Seal)

Approved as to form:

_____
Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, September 16, 2019

Regular Meeting

Item Resolut.3

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

Staff Contact: Liz Hilyard, Finance Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING SEWER USER FEES AT CHAPTER 6 ARTICLE 6, INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS, AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT CHAPTER 6 ARTICLE 6, AND WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 6-6-19 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-19. Minimum charge.

Each user shall pay a sewer service charge in the minimum amount of $4~~4~~5.~~44~~77 which shall cover the first 10,000 gallons of water consumed by the user during the bimonthly billing period as determined in Chapter 18. Each user shall pay an additional charge of $3.~~29~~39 per each 1,000 gallons of water consumed in excess of 10,000 gallons during the applicable billing period. Provided, however, wholesale users shall pay 92.5% of the charges provided in this paragraph.

The rates and fees provided for in this section shall be effective with respect to all connections, installations and billings after December 2~~8~~7, 201~~8~~9.

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

6-6-20. Private water supply.

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

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

(2) Single-family residential users within the city limits shall pay $5~~4~~6.~~39~~02 per bimonthly period.

(3) Single-family residential users outside the city limits shall pay $9~~1~~3.~~06~~79 per bimonthly period.

(4) Multi-family residential users shall pay ~~$78~~$80.~~29~~64 per dwelling unit per bimonthly period.

The rates and fees provided for in this section shall be effective with respect to all connections, installations and billings after December 2~~8~~7, 201~~8~~9.

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

6-6-22. Surcharge.

(1) There will be a $3.~~00~~50 per billing cycle surcharge fee to all residents of the city for stormwater regulatory requirements and the use, upkeep and maintenance of the city's stormwater collection system.

(2) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to $0.5~~4~~6 per pound for the first ten thousand (10,000) pounds of excess B.O.D. per billing cycle (or up to the limit of their contract with the City), and a surcharge of $1.~~08~~11 for all additional excess B.O.D. per billing cycle. A contribution of more than twelve thousand (12,000) pounds of excess B.O.D. per billing cycle, in the absence of a contract, shall subject the user to the sanctions and penalties provided in this Chapter. Users with a contract who exceed the limits of their contract may also be subject to the sanctions and penalties provided in this Chapter.

(3) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to $0.06 per pound of excess suspended solids per billing cycle.

(4) The expression "per billing cycle" as used in this section means the period for which the sewer service charge is payable.

(5) The rates and fees provided in this section shall be effective with respect to connections, installations and billings after December 2~~8~~7, 201~~8~~9.

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

6-6-23. Residential.

The minimum bimonthly charges for collection and disposal service to residential units for solid waste and the single stream recycling program all of which is contained in approved containers shall be as follows, effective for all billings made after December 2~~8~~7, 201~~8~~9:

One-family unit (including mobile homes with an individual water or sewer connection) . . . . . $4~~3~~5.~~8~~011

One-family two container unit (including mobile homes with an individual water or sewer connection) . . . . . $10~~0~~3.15

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

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

Bimonthly Rate Per Unit

2 to 4 units	$4~~3~~5.~~8~~011
5 to 6 units	$~~39~~40.~~37~~54
7 to 10 units	$3~~7~~8.~~20~~31
11 to 16 units	$356.0~~1~~6
17 to 39 units	$3~~2~~3.7~~6~~4
40 to 59 units	$3~~0~~1.~~57~~48
60 or more units	$28~~9~~.~~47~~32

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

The rates and fees provided in this section shall be effective with respect to usage for which billings are made after December 2~~8~~7, 201~~8~~9.

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

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

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

	Each time container is emptied	**Bimonthly minimum**
90 gallon	$11.~~32~~66	$9~~0~~3.~~56~~28
1.5 cubic yard	$15.~~10~~55	~~$120.78~~$124.40
3.0 cubic yard	$28~~9~~.~~73~~59	$2~~29~~36.~~84~~72

The rates and fees provided in this section shall be effective with respect to usage for which billings are made after December 2~~8~~7, 201~~8~~9.

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

6-6-28. Water service.

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

Gallons	Rate per Thousand Gallons
Up to 10,000	$2.4~~23~~96

10,001 to 20,000	$~~1~~2.~~971~~031
20,001 to 60,000	$~~1~~2.~~964~~023
60,001 to 100,000	~~$1.943~~$2.001
Over 100,000	$1.9~~25~~83

Consumption of any part of 1,000 gallons shall be considered as consumption of an entire 1,000 gallons for purposes of calculating consumption and the applicable rate(s).

(2) Each user of the City water system located within the City limits shall pay minimum bimonthly charges as follows:

Water Meter Size	Minimum Charge	Gallons
5/8" or 3/4"	$24.~~23~~96	10,000
1"	$4~~3~~5.~~94~~27	20,000
1½"	~~$83.22~~$85.73	40,000
2"	$11~~2~~6.~~68~~08	55,000
3"	$18~~0~~6.~~69~~14	90,000
4"	~~$277.02~~$285.37	140,000
6"	~~$392.40~~$404.22	200,000
8"	~~$584~~$602.~~56~~17	300,000

Payment of the minimum charge shall constitute payment in full for any quantity of water not exceeding the amount shown in the "Gallons" column opposite the applicable "Minimum Charge." In the case of premises as to which the final date for connection of the plumbing has been deferred under section 22-1-8, there shall be a bimonthly charge for standby fire protection service of $6.00.

Each user of the City water system located outside of the City limits, except for whole sale water use provided by the City pursuant to the terms of an agreement, shall pay the following 1.5 times the minimum charges listed above. Provided, whole sale water use and sale shall be sold at an agreed upon amount as set by the City Council for charges outside the City limits.

The rates and fees provided for in this section shall be effective with respect to all connections, installations, and billings after December 2~~8~~7, 201~~8~~9.

Section 7. Existing Sections 6-6-19, 6-6-20, 6-6-22, 6-6-23, 6-6-24 and 6-6-28, of the Scottsbluff Municipal Code are hereby repealed, provided however that the rates provided for in such prior sections shall remain effective until midnight, December 2~~8~~7, 201~~8~~9. This Ordinance shall not be construed to effect any cause of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

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

PASSED and APPROVED on _____, 201~~8~~9.

_____
Mayor

Attest:

_____
City Clerk (Seal)

Approved as to Form:

_____
Deputy City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING SEWER USER FEES AT CHAPTER 6 ARTICLE 6, INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS, AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT CHAPTER 6 ARTICLE 6, AND WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 6-6-19 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-19. Minimum charge.

Each user shall pay a sewer service charge in the minimum amount of $45.77 which shall cover the first 10,000 gallons of water consumed by the user during the bimonthly billing period as determined in Chapter 18. Each user shall pay an additional charge of $3.39 per each 1,000 gallons of water consumed in excess of 10,000 gallons during the applicable billing period. Provided, however, wholesale users shall pay 92.5% of the charges provided in this paragraph.

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

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

6-6-20. Private water supply.

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

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

(2) Single-family residential users within the city limits shall pay $56.02 per bimonthly period.

(3) Single-family residential users outside the city limits shall pay $93.79 per bimonthly period.

(4) Multi-family residential users shall pay $80.64 per dwelling unit per bimonthly period.

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

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

6-6-22. Surcharge.

(1) There will be a $3.50 per billing cycle surcharge fee to all residents of the city for stormwater regulatory requirements and the use, upkeep and maintenance of the city's stormwater collection system.

(2) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to $0.56 per pound for the first ten thousand (10,000) pounds of excess B.O.D. per billing cycle (or up to the limit of their contract with the City), and a surcharge of $1.11 for all additional excess B.O.D. per billing cycle. A contribution of more than twelve thousand (12,000) pounds of excess B.O.D. per billing cycle, in the absence of a contract, shall subject the user to the sanctions and penalties provided in this Chapter. Users with a contract who exceed the limits of their contract may also be subject to the sanctions and penalties provided in this Chapter.

(3) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to $0.06 per pound of excess suspended solids per billing cycle.

(4) The expression "per billing cycle" as used in this section means the period for which the sewer service charge is payable.

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

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

6-6-23. Residential.
The minimum bimonthly charges for collection and disposal service to residential units for solid waste and the single stream recycling program all of which is contained in approved containers shall be as follows, effective for all billings made after December 27, 2019:

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

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

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

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

Bimonthly Rate Per Unit

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

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

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

Section 5. Section 6-6-24 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-24. Institutional; business; commercial; industrial.
(a) The bimonthly charges for collection and disposal of solid waste of institutional, business, commercial and industrial establishments, and solid waste in required containers at construction sites, shall be based upon the number of approved containers collected per collection. Where an establishment has its own water or sewer connection, the fact that it shares a building with another establishment, or does not occupy the entire building, shall be of no significance. The charge per approved container per collection shall be as follows:

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

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

Section 6. Section 6-6-28 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-28. Water service.
(1) Each user of the City water system located within the City limits shall pay charges based on bimonthly consumption as follows:

Gallons	Rate per Thousand Gallons
Up to 10,000	$2.496
10,001 to 20,000	$2.031

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

Consumption of any part of 1,000 gallons shall be considered as consumption of an entire 1,000 gallons for purposes of calculating consumption and the applicable rate(s).

(2) Each user of the City water system located within the City limits shall pay minimum bimonthly charges as follows:

Water Meter Size	Minimum Charge	Gallons
5/8" or 3/4"	$24.96	10,000
1"	$45.27	20,000
1½"	$85.73	40,000
2"	$116.08	55,000
3"	$186.14	90,000
4"	$285.37	140,000
6"	$404.22	200,000
8"	$602.17	300,000

Payment of the minimum charge shall constitute payment in full for any quantity of water not exceeding the amount shown in the "Gallons" column opposite the applicable "Minimum Charge." In the case of premises as to which the final date for connection of the plumbing has been deferred under section 22-1-8, there shall be a bimonthly charge for standby fire protection service of $6.00.

Each user of the City water system located outside of the City limits, except for whole sale water use provided by the City pursuant to the terms of an agreement, shall pay the following 1.5 times the minimum charges listed above. Provided, whole sale water use and sale shall be sold at an agreed upon amount as set by the City Council for charges outside the City limits.

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

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

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

PASSED and APPROVED on _____, 2019.

_____
Mayor

Attest:

_____
City Clerk (Seal)

Approved as to Form:

_____
Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, September 16, 2019

Regular Meeting

Item Resolut.4

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

Staff Contact: Liz Hilyard, Finance Director

ACKNOWLEDGMENT OF RECEIPT OF ADVANCE NOTICE OF MEETING

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

DATED: _____, 2019.

_____
Mayor

_____
Council Member

_____
Council Member

_____
Council Member

_____
Council Member

ORDINANCE NO. ____

ORDINANCE NO. ____

CITY OF SCOTTSBLUFF, NEBRASKA

PASSED AND APPROVED

_____, 2019

Authorizing

Not to Exceed
$2,520,000
GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS
SERIES 2020

Ordinance

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Exhibit A - Form of Bond

ORDINANCE NO. ____

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

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

FINDINGS AND DETERMINATIONS

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

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

2. The estimated costs for such improvements are not less than $2,520,000.

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

4. Taking into consideration available funds of the City for such purposes, it will be necessary for the City to issue its general obligation highway allocation fund pledge bonds in a principal amount not to exceed $2,520,000 (the **"Bonds"**) to pay the costs of the Project and the costs of issuing the Bonds.

5. In addition to the Bonds herein authorized, the City has outstanding under the Act the following: (a) General Obligation Highway Allocation Fund Pledge Bonds, Series 2015, date of original issue – June 18, 2015, issued in the original principal amount of $2,330,000 and currently outstanding in the principal amount of $950,000; and (b) General Obligation Highway Allocation Fund Pledge Bonds,

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

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

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

ARTICLE I

DEFINITIONS

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

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

"Authorized Officer" means the Mayor and City Manager of the City, or each individually.

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

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

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

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

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

"Cede & Co." means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

"City" means the City of Scottsbluff, Nebraska.

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

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

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

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

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

"Defeasance Obligations" means any of the following obligations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Government Obligations;

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

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

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

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

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

"Project" means constructing improvements to certain of the City's streets and roads.

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

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

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

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

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

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

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

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

"State" means the State of Nebraska.

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

"United States" means the United States of America.

ARTICLE II

AUTHORIZATION OF BONDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 209. Book-Entry Bonds; Securities Depository.

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

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

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

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

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

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

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

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

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

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional and Mandatory Redemption of Bonds.

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

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

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

Section 302. Selection of Bonds to Be Redeemed.

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

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

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

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

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

(a) the Redemption Date;

(b) the Redemption Price;

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

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

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

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

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

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

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

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

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

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY

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

(a) Construction Fund; and

(b) Debt Service Fund.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

REMEDIES

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

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

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

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

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

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

ARTICLE VII

DEFEASANCE

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

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

ARTICLE VIII

MISCELLANEOUS PROVISIONS

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

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

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

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

(a) extend the maturity of any payment of principal or interest due upon any Bond;

(b) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;

(c) permit preference or priority of any Bond over any other Bond; or

(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

[The remainder of this page intentionally left blank.]

DATED: _____, 2019.

CITY OF SCOTTSBLUFF, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

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 **Registered**
No. R-___ **$_____**

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

GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BOND
SERIES 2020

Interest Rate	Maturity Date	Dated Date	CUSIP Number
_____%	_____, 20___	_____, 2020	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: **DOLLARS**

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

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

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

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

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

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

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

CERTIFICATE OF AUTHENTICATION

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

Registration Date: _____

_____, Paying Agent

By: _____
Treasurer

CITY OF SCOTTSBLUFF, NEBRASKA

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 _____, 2019, pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended, for the purpose of paying (a) the costs of improvements to certain streets of the City (the **"Project"**) and (b) the costs of issuing the Bonds in strict compliance with the provisions of Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended.

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

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

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

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

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

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

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

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

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

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

ASSIGNMENT

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

_____

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

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

Dated: _____

_____

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

Medallion Signature Guarantee:

City of Scottsbluff, Nebraska

Monday, September 16, 2019

Regular Meeting

Item Resolut.5

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

Staff Contact: Gary Batt, Code Administrator

ORDINANCE NO. _____

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

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

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

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

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

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

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

PASSED AND APPROVED on _____, 2019.

_____
Mayor

ATTEST:

_____
City Clerk (Seal)

City of Scottsbluff, Nebraska
Monday, September 16, 2019
Regular Meeting

Item Resolut.6

Council to consider an Ordinance amending Cemetery rules and fees.

Staff Contact: Vince Kelley, Cemetery Supervisor

Agenda Statement

Item No.

For Meeting of: _____

AGENDA TITLE: Council to consider changes to Cemetery rules and fees.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Fairview Cemetery

PRESENTATION BY:

SUMMARY EXPLANATION: City staff proposes adding a fee for placement of additional flat memorial marker on existing graves without a burial taking place. Also, allowing a personal columbarium on a grave as a monument. Change the wording of Monument Permit Fee to Monument layout Fee, and change Second right of interment to Additional right of interment.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: *Staff recommends making these changes.*

_____

EXHIBITS

Resolution ☐ Ordinance X Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) _____

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

APPROVAL FOR SUBMITTAL: _____
City Manager

_____

Rev: 11/15/12 City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE AT CHAPTER 5, ARTICLE 1, REGARDING BURIAL VAULTS AND MONUMENT LAYOUT PERMITS AND AMENDING CEMETERY FEES AT CHAPTER 6, ARTICLE 6, ADDING FEES FOR SINGLE MARKERS AND DUAL BURIAL EXEMPTIONS AS WELL AS ADDITIONAL RIGHTS OF INTERMENT, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Sections 5-1-13 and 5-1-22 of the Scottsbluff Municipal Code are amended to provide as follows:

"5-1-13. Burial vaults; required; exemption.

All bodies interred in Fairview Cemetery shall be enclosed within a burial vault constructed of concrete, metal or fiberglass, except as herein provided. Upon a request in writing for an exemption from such requirement, signed by the survivor(s) by whom burial arrangements are being made, the requirement shall be waived by the Cemetery Supervisor:

(1) if the Supervisor shall find in writing the deceased held, or that such survivor(s) hold a belief, based upon religious or philosophical grounds, that a body should not be interred within any container constructed of material (other than wood) which will impede disintegration of the body,

(2) if such survivors(s), prior to interment shall pay into the cemetery fund of the City an additional fee in the amount of seven hundred fifty dollars ($750.00) to hold the City harmless from the expense of additional maintenance of the grave or adjacent areas which may become necessary because of the absence of a burial vault; and

(3) if the body is interred in a container constructed of wood.

Family Columbarium (located on family owned burial space) will include events costs for additional right of interment columbarium opening and closing after funeral space purchase."

"5-1-22. Monuments; markers; setting.

It shall be unlawful for any person or firm to set a monument or other grave marker in a cemetery of the City until such person or firm shall have procured a written layout permit from the City employee designated by the City Manager. Before a permit shall issue, such person or firm shall file with such employee a bond with two or more sureties, or of a surety company, to be approved by such employee, in the penal sum of one thousand dollars ($1,000.00), conditioned that such person or firm:

(1) will perform and complete the work in a workmanlike manner, and will comply with all laws, ordinances, and written rules and regulations governing monuments and other grave markers, and the setting thereof, in cemeteries of the City, and

(2) will indemnify the City and hold it harmless from liability for injuries or damages to persons or property caused in whole or in part by negligence on the part of such person or firm, or of persons in his or its employ, in the performance, or in the protection of persons or property during

the performance, of the work, and for any other injuries or damages sustained by the City as a result in whole or in part of failure on the part of such person to complete the work, or to do the work in a workmanlike manner."

Section 2. Sections 6-6-11 and 6-6-12 of the Scottsbluff Municipal Code are amended to provide as follows:

"6-6-11 Burial spaces, Mausoleum spaces and Columbarium; Fairview Cemetery.

Effective November 1, 2019, the purchase price of burial spaces, mausoleum spaces and columbarium in Fairview Cemetery shall be as follows:

Addition	Section	Lot	Space	Price
Original Cemetery	All	All	All	600.00
First	All	All	All	600.00
Second	All, except B & C	All	All	600.00
Second	B	All	Infant	100.00
Second	B	All	Adult	600.00
Third	Replat of A	All	All	600.00
Replat of Third	B	All	All	600.00
Third	C	All	Infant	100.00
Replat of Third	C	All	Infant	100.00
Replat of Third	Replat No. 1 of D	All	All	600.00
Replat of Third	Replat No. 2 of E & F and part of D	568 to 738, incl. (Whole spaces only)	All	600.00
Replat of Third	Replat No. 2 of E & F and part of D	568 to 738, incl. (Half spaces only)	Infant, cremation	350.00
Third	Replat of G	1 to 51, incl.	A, B, C, and D	600.00
Third	Replat No. 2 of G	1-A to 1-D, incl.	All	600.00
Third	Replat of G	4 to 29, incl. and 37 to 49, incl.	E, F, G, and H	600.00
Alleyways	All	All		600.00

Mausoleum - Single To be determined by cemetery supervisor based upon space required.
Double To be determined by cemetery supervisor based upon space required.
Columbarium - Single: Niche* $600.00
Double: Niche* $900.00
*Price of cremation niches includes inscription"

"6-6-12. Service charges; Fairview Cemetery.
The following charges shall be made for services rendered by the City in Fairview Cemetery:

Grave opening and closing, adult	$550.00
Grave opening and closing, infant	150.00
(Limited to rough box not to exceed 50" in length)	
Saturday (A.M. only opening and closings, additional charge	500.00
Cremation burial	250.00
Disinterment, adult	1,000.00
Disinterment, infant	800.00
Disinterment, cremation	550.00
Foundation fee	150.00
Recorded deed (in addition to fees of Register of Deeds)	50.00
Monument Layout Fee	100.00
Perpetual care	200.00
Additional Right of Interment (cremains only on existing graves)	300.00
Second Single Marker (without burial)	300.00
Second Double Marker (without burial)	600.00
Burial Vaults Exemption Fee pursuant to Section 5-1-13	750.00

<u>Entombment Charges</u>

Mausoleum: Opening and closing	550.00
Columbarium: Opening and closing	250.00
Saturday (A.M. only opening and closings, additional charge)	500.00
Tent set up	200.00"

Section 3. Previously existing Sections 5-1-13, 5-1-22, 6-6-11 and 6-6-12 of the Scottsbluff Municipal Code and all other ordinances and parts of ordinances in conflict herewith are hereby repealed. Provided, however, this Ordinance shall not be construed to effect any rights, liabilities, duties or causes of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

Section 4. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 2019.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

Deputy City Attorney

~~5-1-13~~"5-1-13. **Burial vaults; required; exemption.**

All bodies interred in Fairview Cemetery shall be enclosed within a burial vault constructed of concrete, metal or fiberglass, except as herein provided. Upon a request in writing for an exemption from such requirement, signed by the survivor(s) by whom burial arrangements are being made, the requirement shall be waived by the Cemetery Supervisor:

(1) if the Supervisor shall find in writing the deceased held, or that such survivor(s) hold a belief, based upon religious or philosophical grounds, that a body should not be interred within any container constructed of material (other than wood) which will impede disintegration of the body,

(2) if such survivors(s), prior to interment shall pay into the cemetery fund of the City an additional fee in the amount of ~~five~~seven hundred fifty dollars ($~~5~~750.00) to hold the City harmless from the expense of additional maintenance of the grave or adjacent areas which may become necessary because of the absence of a burial vault; and

(3) if the body is interred in a container constructed of wood.

Family Columbarium (located on family owned burial space) will include events costs for additional right of interment columbarium opening and closing after funeral space purchase."

~~6-6-12~~"6-6-12. **Service charges; Fairview Cemetery.**

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Monument ~~Permit~~Layout Fee	100.00
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FAIRVIEW CEMETERY
RULES AND REGULATIONS
SCOTTSBLUFF, NEBRASKA

ARTICLE 1 - OBJECTIVES

These rules and regulations are hereby adopted as a means of mutual protection for all lot owners in Fairview Cemetery. All property owners and visitors are subject to these rules and regulations as herein presented or as amended at a future date. Any reference to these rules and regulations in the certificate of ownership of cemetery lots shall have the same force and effect as if set forth in full therein.

ARTICLE 2 - DEFINITIONS

Section 1. Director. The term "Director" refers to the Director of Parks and Recreation of the City of Scottsbluff, Nebraska.

Section 2. Lot, plot, or burial space. The terms "Lot", "Plot", or "Burial Space" shall be used interchangeably and shall apply with like effect to one, or more than one adjoining graves.

Section 3. Memorial. The term "Memorial" shall include a monument, marker, or headstone.

Section 4. Monument. The term "Monument" shall include tombstone, family columbarium or memorial of granite, or other approved stone, which shall extend above the surface of the ground, unless otherwise specified.

Section 5. Cemetery Supervisor. The employee of the City of Scottsbluff, under the direction of the Director, who is responsible for the care and maintenance of the cemetery.

ARTICLE 3 - GENERAL SUPERVISION OF FAIRVIEW CEMETERY

Section 1. Funerals. The Cemetery Supervisor shall have authority to set the time and date for all funerals, and the funeral shall be under his direction on reaching the cemetery.

Section 2. Caskets. Once a casket containing a body is within the confines of the cemetery, no funeral director, nor his embalmer, assistant, employee or agent, shall be permitted to open the casket or to touch the body without the consent of the legal representatives of the deceased, or without a court order. The lowering of caskets or vaults into the grave by the funeral director or his assistant is prohibited.

ARTICLE 4 - INTERMENTS AND DISINTERMENTS

Section 1. Subject to laws. In addition to being subject to these Rules and Regulations, all interments, which shall include additional right of interment, disinterments, and removals are subject to the orders and laws of the properly constituted authorities of the City, County and State.

Section 2. Time and charges. All interments, disinterments, removals, must be made at the time and in the manner and upon such charges as fixed by the City of Scottsbluff. Charges for the cemetery services must be paid at the time of issuance of order of interment or disinterment.

Section 3. Holidays. No interments, disinterments, removals, or interment service shall be permitted on Saturday, Sunday, or any holidays observed by the City. Saturday morning burials will be allowed in cases where another date may cause a hardship on the family or funeral home.

Section 4. Request for disinterment. The right is reserved by the Cemetery to require at least one week's notice prior to any disinterment or removal, which shall be communicated to the Supervisor of the Cemetery. When a disinterment is being made, no one shall be permitted to be present except the mortician in charge, a representative of the Vault Company and the Cemetery Supervisor and his assistants.

Section 5. Application for interment. Applications for interment including additional right of interment, and the sale of lots must be made at the office of the Cemetery Supervisor at the Cemetery. Morticians are not permitted to sell cemetery lots.

Section 6. Authorization of plot owner. The Cemetery Supervisor reserves the right to make an interment or additional right of interment of any one of several plot owners upon ~~his~~ their written authorization. No other person may be interred in any plot without the written consent of all owners of the plot who are on record as such on the books of the Cemetery.

Section 7. Location of interment space. When instructions regarding the location of any interment space in a plot can not be obtained, or are indefinite, or when for any reason the interment space can not be opened where specified, the Cemetery Supervisor may in his discretion open it in such location in the plot as he deems best and proper, so as not to delay the funeral; and the Cemetery shall not be liable in damages for any error so made.

Section 8. Telephone orders. The Cemetery shall not be held responsible for any order given by telephone or for any mistake occurring due to the absence of precise and proper instructions as to the particular space, size, and location in a plot where interment is desired.

Section 9. Errors, correction. The City of Scottsbluff reserves, and shall have the right to correct any errors that may be made by it either in making interments or removals, or in the descriptions, transfer or conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the City, or, in the sole discretion of the City, by refunding the amount paid on account of such purchase. In the event such error shall involve the interment of the remains of any person in such property, the Cemetery Supervisor reserves, and shall have, the right to remove and/or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

Section 10. Interment delays caused by protests. The Cemetery shall in no way be liable for any delay in the interment of a body where protest to the interment has been made, or where the rules and regulations have not been complied with. The City shall be under no duty to recognize any protest of interments unless they be in writing and filed in the office of the Cemetery Supervisor of the Cemetery.

Section 11. Interment prohibited without full payment. No interment or additional right of interment shall be permitted or memorial or family columbarium placed in or on any property not fully paid for.

Section 12. Interment, more than one body. Not more than one body, or the remains of more than one body, shall be interred in one grave, lot, or vault; provided, one body and four cremated remains of four bodies or the cremated remains of four bodies, or two members of the same family may be interred in one burial space or lot. Burials of infants on line between graves are not permitted.

Section 13. Interment in Church or Lodge plot. Where a plot is owned by a Church, Lodge, or other Society, interments shall be limited to the actual members of that organization and to their husbands and wives or to immediate members of families of members.

Section 14. Removal for profit prohibited. Removal of the heirs, of a body or cremated remains so that the plot may be sold for profit to themselves, or removal contrary to the express or implied wish of the original plot owner, is repugnant to the ordinary sense of decency and is absolutely forbidden.

Section 15. Movement to large plot. A body, or cremated remains, may be removed from its original plot to a larger or better plot in the Cemetery, when there has been an exchange or purchase for that purpose.

Section 16. Care in removal. The cemetery shall exercise the utmost care in making a removal, but it shall assume no liability for damage to any casket or burial vase or urn incurred in making the removal.

Section 17. Plot inalienable by interment. Whenever an interment, including an additional right of interment, is made in a plot that has been transferred by deed or certificate of ownership to an individual owner by the Cemetery and is held as a separate plot, it shall be indivisible, and the whole of such burial plot thereby becomes inalienable and shall be held as the family burial plot of the owner, in which one grave, niche or crypt may be used for the owner's interment, one for the interment of the surviving husband or wife, if any, of the owner who by law has a vested right of interment therein, and those remaining. If any, the parents and/or children of such deceased owner may be interred, in the order of need, without the consent of any person claiming any interest therein. In the event there shall be no parent or child surviving such deceased person, the right of interment therein shall go to the next heirs at law of such deceased owner as specified by the statutes of descent. Any surviving husband or wife, and any parent, child, or heirs of such deceased owner, may waive his right or her right to interment in such plot in favor of any other relative of such deceased owner or of his wife, and upon such waiver, the body of the person in whose favor the waiver is made may be interred therein.

Section 18. Descent of right of interment. If no interment has been made in a plot which has been transferred by deed or certificate of ownership to an individual owner by the Cemetery, or if all the bodies have been lawfully removed therefrom, in the absence of the specific disposition thereof by the owners last will and testament, the whole of said plot, except the one grave, which must be reserved to the surviving husband or wife of the succession to the heirs at law of the owner.

ARTICLE 5 - TRANSFER ANDSUBDIVISION OF PLOTS

Section 1. Transfer or assignment. No transfer or assignment of any plot, or interest therein, to any relative shall be valid without the consent in writing of the City first to be had and endorsed upon such a transfer or assignment, and thereafter being recorded on the books of the Cemetery. In the event the owner, or owners, of any unoccupied lots or burial plots desire to dispose of the same, the City of Scottsbluff shall have first option to repurchase the same from the owner, or owners, thereof, at fifty percent of the current price not to exceed the price which the lots were originally sold by the City.

Section 2. Subdivision of plots prohibited. The subdivision of plots is not allowed, and no one shall be buried in any plot not having any interest therein, except by written consent of all parties interested in such plot; however, all interments, additional right of interment, disinterments and removals are subject to the orders and laws of the properly constituted authorities of the City, County and State.

ARTICLE 6 - CONTROL OF WORK BY CITY

Section 1. City work responsibilities. All grading, general landscape work and improvements, and all openings and closings of graves and all interments, disinterments, and removals shall be made by the City.

Section- 2. Individual improvements. All improvements or alterations of individual property in the Cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the City. The City shall have the right to remove, alter, or change such improvements or alterations at the expense of the plot owner, or, in any event, if at any time, in their judgment, they become unsightly.

ARTICLE 7 - DECORATION OF PLOTS

Section 1. Floral regulations. The rules covering the decoration of graves have been developed to insure safety of the public and cemetery employees. Flowers and other forms of decoration will only be allowed in an approved vase attached to a headstone. An approved vase is one constructed and installed by a licensed and bonded monument company. **ALL** vases must be approved in writing by the cemetery supervisor before installation. Cemetery staff will remove any vases not approved.

Placement of decorations on the ground will not be allowed March 15, through October 31..

Examples of things not allowed include, but not limited to: shepherds hooks, metal or wooden rods, solar lights, toys, glass or ceramic statues or flowerpots. All of these things can become projectiles and cause harm to people and objects in surrounding area. Planting of live flowers and placement of borders of any kind on the ground next to a headstone is not allowed.

Memorial Day decorations and potted plants are only permitted on gravesites 10 day before and after Memorial Day

Floral arrangements accompanying casket or urn to the cemetery will be placed on the completed grave. They will be removed when they become unsightly or wilted.

Artificial flowers are allowed in approved vases year around. Decoration may be place on the grave November 1 through March 15, any time before or after these dates they will be removed by cemetery staff.

Section 2. The cemetery shall have the authority to remove all floral design, flowers, weeds, trees, and shrubs, of herbage of any kin from the Cemetery. When, in the judgement of the supervisor, they become unsightly, dangerous, and detrimental, or diseased, or when they do not conform to the standard maintenance.

ARTICLE 8 - ROADWAYS AND REPLATTING

Section 1. Right to replat, regrade, and use property. The right to enlarge, reduce, replat, and/or change the boundaries or grading of the Cemetery or of a Section or Sections, from time to time including the right to modify and/or change the locations of or removal or regrade roads, drives and/or walks, or any part thereof, is hereby expressly reserved. The right for sprinkling systems, irrigation, drainage, lakes, etc. is also expressly reserved, as well as the right to use the Cemetery property not sold to individual plot owners, for Cemetery purposes. The Cemetery reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over plots for the purpose of passage to and from other points.

Section 2. Right to roadways retained by City. No easement or right of interment is granted to any plot owner in any road, drive, alley, or walk within the Cemetery, but such road, drive, alley or walk may be used as a means of access to the Cemetery or buildings as long as the City devote it to that purpose.

ARTICLE 9 - PROTECTION AGAINST LOSS

The Cemetery shall take reasonable precaution to protect plot owners, and the property rights of the plot owners, within the Cemetery, from loss or damage from causes beyond its reasonable control, and especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or other of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

ARTICLE 10 - CHANGE IN ADDRESS OF PLOT OWNERS

It shall be the responsibility of the plot owner to notify the supervisor of any change in his post office address. Notice sent to a plot owner at last address on file in the office of the Cemetery Supervisor of the Cemetery shall be considered sufficient and proper legal notification.

ARTICLE 11 - MARKER REGULATIONS

On all full sizes graves in which upright headstones are permitted marker regulation are as follows.

Single space headstones may not exceed 16" in width, 36" in length and 36" in height.
Double space headstones may not exceed 16" in width, 80" in length and 42" in height.
Anything larger than a double marker must be approved by the supervisor

Third Addition, Replat Section A-Flat Inside lots and Section-G west ½ of lots. Markers must be flush with ground and may not exceed 12" x 36" for a single marker and 14" x 80" for a double marker.

Third Addition, Section F- Cremation grave spaces only.

Single space headstones may not exceed 16" in width, 36" in length and 24" in height.
Double space headstones may not exceed 16" in width, 80" in length and 24" in height.

Third Addition, Section B. One-half lots are available for infant burials and are sold in rotation only. These spaces are 5' x 5'. Markers may not exceed 12" in width, 24" in length and must be flush with the ground.

Addition flush markers, for cremation burials or memorials for person(s) not buried at Fairview Cemetery, on existing graves where a marker is in place must be approved by the Supervisor first, and are not permitted in Section-F.

Markers must be centered on the multiple space lots.

All monuments and markers must have not less than a six inch concrete collar after the memorial is set on the foundation.

Memorial materials must be of granite or marble.

~~Section 13.~~ Any family columbarium placed in the cemetery must comply to marker regulations for each section. Approval of Markers. Approval of the Director or Supervisor must first be obtained before placing a marker or monument in any area not included in the above regulations.

All memorials, markers or monuments shall not be removed unless written notice is given to the cemetery supervisor prior to any removal and a consent and indemnification is delivered to the cemetery supervisor.

ARTICLE 12 - BURIAL IN VETERAN'S MEMORIAL PLOT

Section 1. Description of Veteran's Memorial Plot.

The following lots are set aside as Veteran's Memorial Plot and New Memorial Plot, respectively:

Section A Replat Third Addition - Upright Section, Lots 1, 2, 3, 100, 101, 134, 135, 136, 137, 177, 178 and 386.

Section 2. Eligibility for Burial in Veteran's Memorial Plot or New Memorial Plot. Arrangement for any burial in the Veteran's Memorial Plot or the New Memorial Plot can not be made without first obtaining verification from the County Veteran's Service Office that the deceased is eligible for Veteran's Burial Benefits by virtue of honorable service as defined by the Veteran's Administration regulations. Upon furnishing such proof to the Supervisor, permission for burial in the Veteran's Memorial Plot or the New Memorial Plot will be granted.

Burial space in the Veteran's Memorial Plot will be furnished free if the deceased was a bona fide resident of the City of Scottsbluff for at least one year prior to death. In such case only a charge for opening and closing the grave and recording the deed will be made. Veterans may claim the space at the time of death.

If the deceased does not fulfill the resident requirements, but is otherwise qualified for burial in the plot, the deceased may be buried in the plot providing the regular charges for the lot; recording and opening and closing the grave are paid. These charges must be paid when the interment order is received, as is the case with other burials.

~~A veteran, who meets the requirements for resident of The City of Scottsbluff, may receive a burial space in other sections for 1\2 price with the purchase of a second space at regular price for there spouse.~~

ARTICLE 13 - RULES FOR MEMORIAL WORK

Section 1. Retail dealers. Memorial dealers shall abide by all rules of the Cemetery. Retail dealers must agree to use only first grade stone guaranteed against any defect and must guarantee the memorial and foundation to be executed in first grade workmanship, with the agreement that should faults develop within five years due to the setting, treatment or handling of the same by the memorial dealer, or due to a defect in the stone such memorial will be replaced by such memorial dealer without cost to the Cemetery or lot owners.

Section 2. Other monument firms. Letter cutters, persons or firms who engage in the business of cleaning monuments, and all other persons or firms, must procure a permit from the Cemetery Supervisor of the Cemetery before any work in the Cemetery is commenced. In order to secure such a permit it shall be necessary for the person or firm to submit satisfactory evidence of their ability properly to perform the work for which they have been engaged.

Section 3. Supervision of workmen. Workmen employed in placing or erecting monuments and other structures, or bringing in materials, shall, as to the Cemetery, operate as independent contractors, but must do so with permission and under the general
Supervision of the Cemetery Supervisor.

Persons engaged in erecting monuments, or other structures, are prohibited from attaching ropes to monuments, trees and shrubs, or from scattering their material over adjoining lots, or from blocking avenues or driveways, or from leaving their material on the grounds longer than is absolutely necessary. They must do as little injury to the grass, trees and shrubs as possible, and must remove all debris and restore the ground and sod to its original condition. No monument company will be permitted to do work of any kind in the Cemetery except during regular working hours and days.

No material, machinery, or other thing for the construction of vaults, mausoleums, monuments, or such structures, or monuments themselves may be brought into the Cemetery until required for immediate use. Work may continue during a funeral if the work area is sufficiently far away not to disturb the funeral service. Determination of whether work can continue during a funeral service will be solely up to the cemetery supervisor. No work shall be done on weekends or holidays without special permission from the Cemetery Supervisor.

Work shall proceed promptly until the erection of the memorial is completed.

Section 4. Responsibility for damage. Any damage done to the Cemetery by dealers or contractors, or their agent, shall be repaired by the Cemetery, and the cost of such repair shall be charged to the dealer or contractor, or to his principal.

Section 5. Soliciting of bereaved prohibited. Approaching the bereaved and soliciting memorial business within the Cemetery is prohibited.

ARTICLE 14 - MONUMENTS AND MARKERS

Section 1. Location and installation. Only one central or family memorial shall be allowed on a family lot, which when placed at the front of the lot, shall be set at least five inches from the front line of the lot. Monuments and markers may only be erected or installed by qualified and bonded Monument Companies or their approved representatives. Temporary markers must be flush with the ground. All monuments and markers must have not less than a six inch concrete collar flush with the ground, provided that in Section F all monuments and markers must have an six inch collar, flush with the ground.

Corner posts shall be of natural stone placed flush with the grade. Initials shall be cut in, not raised. Corner posts shall be at least one foot in length and dressed where they abut the adjacent lots.

Section 2. Borders prohibited. No copying, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind, shall be allowed around any graves or lot; and no walks shall be allowed on any lot. The cemetery reserves the right to remove the same if so erected, planted, or placed.

Section 3. Responsibility for damage. While the Cemetery will exercise all possible care to protect raised lettering, carving, or ornaments on any memorial, or other structure, on any lot; it disclaims responsibility for any damage or injury thereto.

Section 4. Design and finish. The City shall have authority to reject any plan or design for any memorial which, on account of size, design, inscription, kind or quality of stone is in the opinion of the Cemetery Supervisor unsuited to the lot on which it is to be placed. The Cemetery Supervisor reserves the right to stop all work of any nature, whenever, in his opinion, proper preparations therefore have not been made or when tools and machinery are insufficient or defective; or when work is being executed in such a manner as to threaten life or property; or when the monument dealer has been guilty of misrepresentation; or when any reasonable request on the part of the Cemetery Supervisor is disregarded; or when work is not being executed according to specifications; or when any person employed on the work violates any rule of the Cemetery.

The completed work is subject to the approval of the Cemetery Supervisor, and, if unsatisfactory, it may be removed by the Cemetery Supervisor. The cost of such removal shall be reimbursed by the Monument Company. The name or inscription on each monument, vault or marker must correspond with the name and record in the office of the Cemetery and no charges shall be made thereon except upon request of the owner and by permission of the Cemetery Supervisor. Duplication of the design of any memorial shall not be permitted in a location sufficiently near to the original that the duplication is readily noticeable. All die stones shall be finished on at least the front and back. No memorial showing drill or tool marks, or staining from removal of rubber mat used for

sand engraving shall be considered as first grade workmanship. Only monumental staining materials accepted by the Monument Builders of North America shall be used to color letters or other parts of the stone. All other coloring, painting, enameling, lacquering, or bronzing of letters or other parts of stone is strictly prohibited. Coloring or painting of foundations is prohibited.

Section 5. Materials. Artificial stone of any description shall not be permitted. The use of bronze is approved for tablets when attached to monuments or markers of natural stone provided the bronze has been cast from the alloy containing not less than 85% copper nor more than 5% lead, and purchased from an approved dealer. Suppliers shall be required to certify as to the analysis of the bronze. No other metals are approved for such use unless they are substantially non-corrosive and are of proven permanency.

Veterans bronze tablets may be set in finished concrete when placed flush with the ground.

Section 6. Foundations. Foundations for all monuments in Section F will be poured by the Fairview Cemetery.

The Fairview Cemetery and its staff reserve the right to pour only enough foundations to accommodate the need for monument settings. The Fairview Cemetery assumes liability for the structural integrity of all foundations poured by the City of Scottsbluff in Section F.

The City of Scottsbluff also reserves the right to place marker numbers in the concrete foundations at the time of construction.

Any damage to the foundation caused by the setting of the monument or vault shall be the sole responsibility of the monument or vault company.

Section 7. Miscellaneous. Should any memorial become unsightly, dilapidated, or a menace to visitors, the Cemetery Supervisor shall have the right either to correct the condition or to remove the same at the expense of the lot owners. No monument or marker shall be removed from the Cemetery, except by the City, unless the written order of the plot owner be presented at the office of the Cemetery Supervisor and permission be granted.

In flat sections only, recessed vases will be allowed at each end as a part of the monument foundation. Flower vases must be of a type approved by the sexton and which will lock securely and be flush with the concrete when not in use. All flower vases must maintain the five-inch collar in the ends of the foundation. Adequate provision shall be made for drainage in the vases. The City will not be liable for vases cracked because of poor drainage.

ARTICLE 15 - EXCEPTIONS AND MODIFICATIONS

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The City therefore reserves the right without notice to make exceptions, or modifications in any of these rules and regulations which in the judgment of the Director the same appear

advisable, and such temporary exception, suspension, or modification shall in no way be construed as affecting the general application of such rule.

City of Scottsbluff, Nebraska

Monday, September 16, 2019

Regular Meeting

Item Resolut.7

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

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, September 16, 2019

Regular Meeting

Item Resolut.8

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

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

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

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

Section 1. The City of Scottsbluff ("City") owns the following described real estate:

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

Section 2. An offer has been made by Western States Bank, A Wyoming corporation to purchase the lots. The City is willing to accept this offer.

Section 3. Either, the Mayor, City Clerk or City Manager are authorized to sign an Agreement, Deed and any other documents required to convey the above described real estate to Western States Bank, a Wyoming corporation, on the following terms:

a. The purchase price shall be $20,000.00 paid at closing.

b. Closing of the sale is conditional upon no remonstrance against the sale being filed. Closing shall take place within 30 days after the expiration of the time for filing a remonstrance against the sale, or no later than November 30, 2019.

c. All real estate taxes and special assessments shall be prorated to date of closing. The closing costs and owner's title insurance shall be equally divided. Buyer shall pay any finance costs and professional fee it incurs.

Section 4. The Clerk shall, immediately after the passage and publication of this Ordinance, publish notice of the sale and its terms for three consecutive weeks in the Star-Herald.

Section 5. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED AND APPROVED ON August ___, 2019.

_____
Mayor

ATTEST:

_____
City Clerk

(Seal)

Approved as to form:

_____
Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, September 16, 2019

Regular Meeting

Item Resolut.9

Council to consider action on removing from the table the Ordinance authorizing the sale of city-owned property, Lot Four (4), EXCEPT the North Four Feet (4'), Block One (1), ORIGINAL TOWN ADDITION to Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO for $12,500.00.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, September 16, 2019

Regular Meeting

Item Resolut.10

Council to consider an Ordinance authorizing the sale of city-owned property, Lot Four (4), EXCEPT the North Four Feet (4'), Block One (1), ORIGINAL TOWN ADDITION to Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO for $12,500.00.

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF LOT FOUR, EXCEPT THE NORTH FOUR FEET, BLOCK ONE, ORIGINAL TOWN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.

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

Section 1. The City of Scottsbluff ("City") owns the following described real estate:

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

Section 2. An offer has been made by Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO to purchase the lot. The City is willing to accept this offer.

Section 3. Either, the Mayor, City Clerk or City Manager are authorized to sign an Agreement, Deed and any other documents required to convey the above described real estate to Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO, on the following terms:

a. The purchase price shall be $12,500.00 paid at closing.

b. Closing of the sale is conditional upon no remonstrance against the sale being filed. Closing shall take place within 30 days after the expiration of the time for filing a remonstrance against the sale, or no later than November 30, 2019.

c. All real estate taxes and special assessments shall be prorated to date of closing. The closing costs and owner's title insurance shall be equally divided. Buyer shall pay any finance costs and professional fee it incurs.

Section 4. The Clerk shall, immediately after the passage and publication of this Ordinance, publish notice of the sale and its terms for three consecutive weeks in the Star-Herald.

Section 5. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED AND APPROVED ON August ___, 2019.

_____
Mayor

ATTEST:

_____
City Clerk

(Seal)

Approved as to form:

_____
Deputy City Attorney

City of Scottsbluff, Nebraska
Monday, September 16, 2019
Regular Meeting

Item Reports1

Council to receive the biennial Police Department Report.

Staff Contact: Kevin Spencer, Police Chief and Abby Yellman, Libr

Scottsbluff Police Department

Biennial Report

2017 - 2018

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THE SCOTTSBLUFF POLICE DEPARTMENT'S VISION AND MISSION STATEMENTS

VISION
To serve our community with **honesty, compassion** and **respect.**

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

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

THE SCOTTSBLUFF POLICE DEPARTMENT'S CORE VALUES

To help in achieving our mission, the Scottsbluff Police Department has outlined the department's **core values**, or characteristics important to being a successful officer:

Integrity: The Scottsbluff Police Department is built upon a foundation of ethical and professional conduct. We are committed to the highest level of moral principles and ethics. All members of the department will adhere to the Law Enforcement Code of Ethics.

Honesty: We will be truthful and trustworthy at all times.

Candor: The freedom from prejudice or malice; fairness. We are committed to equal application of the law to offenders and members of the public as well as the equal application of rules and regulations to all members of the department.

Commitment: The trait of sincere and steadfast fixity on a purpose; the act of binding yourself (intellectually or emotionally) to a course of action. We are dedicated to meeting the demands of our profession and performing all duties to the best of our ability.

Courage: The ability to confront real or perceived fear in the face of pain, danger, uncertainty or intimidation. We are dedicated to meeting all challenges with the courage needed to accomplish our mission.

Competence: Properly or sufficiently qualified, capable, or efficient of performing the task; adequate for the purpose. We are committed to being qualified to handle the tasks which society expects from the police department.

Compassion: We understand our role as community caretakers, and temper our application of the law with compassion and empathy.

III. Department Goals

1. Continue to evaluate and implement policy and procedural changes that enhance the guidance and accountability of the department.
2. Recruit and retain the best possible police officers.
3. Provide quality training for all employees.
4. Promote police conduct that is responsive and sensitive to the needs of the community.
5. Require aggressive crime fighting to improve the utilization of patrol and investigative resources in the identification, arrest, and conviction of individuals committing criminal activity within our jurisdiction.
6. Require a professional work ethic and professional work product by officers engaged in routine police duties, and preliminary and follow-up investigations.
7. Enhance the role of department personnel in the planning and development process.
8. Recognize exceptional work by police employees.
9. Stress the responsibility of all employees to be accountable to the department and the community for all his/her actions.

IV. Personnel

A. Sworn Personnel

Police Chief		1
	Kevin Spencer	
Operations Captain		1
	Robert Straub	
Support Services Captain		1
	Brian Wasson	
Patrol Sergeants		4
	Philip Eckerberg	
	Cody Enlow	
	Steven Lopez	
	Dominick Peterson	
Police Patrol Corporals		4
	Matthew Broderick	
	Matthew Herbel	
	Matthew Brown	
	Krisa Brass	
Police Patrol Officers		14
	William Howton	
	Bobbi Kuhlman	
	Joshua Hansen	
	Tyler Fliam	
	Zackary Rada	
	Ronald Wilson	
	Michael Modec	
	Royce Massie	
	Tyler Webber	
	Nathan Genoways	

	Benjamin Luckinbill Drew Roalkvan Johnathan Weitzel Michael Loutzenhiser	
Investigations		5
	Sgt. Lance Kite Brandi Brunz Joseph Rohrer Rob Kiesel Andrew Soucie	
Total sworn personnel allotted for 2017/2018		30 of 31

B. Civilian Personnel

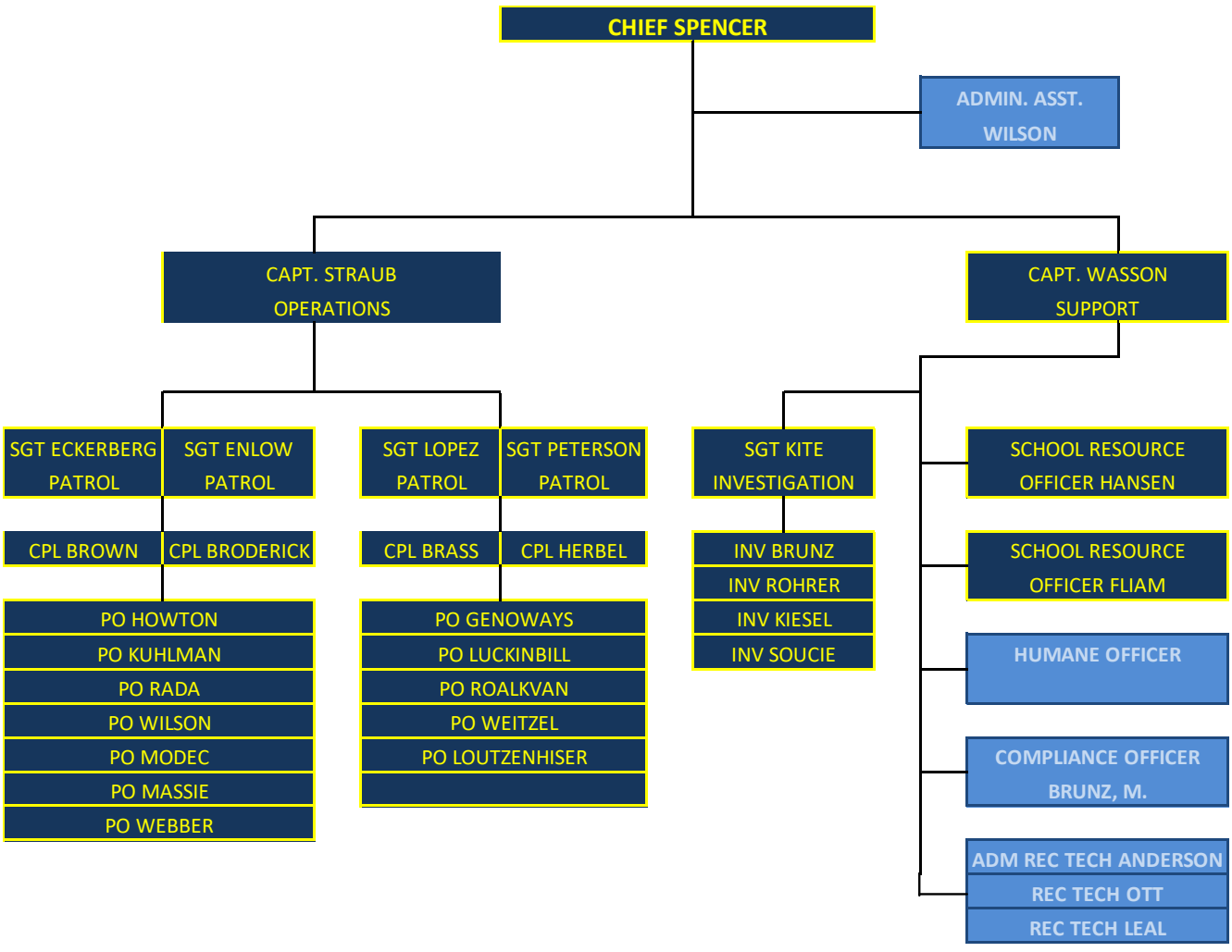
Administrative Assistant		1
	Crystal Wilson	
Administrative Records Technician – Police		1
	Theresa Anderson	
Record Technicians – Police		2
	Kim Ott Nohemi Leal	
Humane Officer		0
Compliance Officer		1
	Mike Brunz	
School Crossing Guard / Alternates		10
	Sharon Brunkhardt Roger Gifford Linda Grieb Don Gross Dale Minge	

Sandy V. Morales
Wanda Mueller
Martin Poole
Garry Teghtmeyer
Peggy Teghtmeyer

C. Sworn Personnel Age & Experience

Average Age of Sworn Personnel	38.4 years
Average Years of Police Experience / All Sworn Personnel	12.4 years
Average Years of Police Experience / Command Officers	23.7 years
Average Years of Police Experience / Sergeants	20.6 years
Average Years of Police Experience / Corporals	9.0 years
Average Years of Police Experience / Investigations	18.4 years
Average Years of Experience/ Patrol	10.0 years

D. Organizational Chart



V. Support Services Division

Support Services provides assistance to the operations division and provides administrative services to the community. Support Services includes the department's investigations division, SWAT Team and Explosives Ordinance Disposal (EOD) Unit. The Support Services Division is supervised by Captain Brian Wasson.

Support Services staff also includes the School Resource Officers, Animal Control Officer, City Code Compliance Officer, an Admistrative Records Technician, two record technicians, and ten school crossing guards.

Activities of the School Resource Officers (SRO's) and the Animal Control Officer will be detailed within this report.

The records technicians perform a myriad of tasks from day to day. The record technicians process and route incident reports to the city and county prosecutors and enter data from reports and citations into records management systems.

There are several priorities within the division such as increasing technological capabilities of the department and enhancement of resources.

A. Investigations

Personnel assigned to this division investigate cases initiated by the patrol division as well as respond to and investigate larger cases and crime scenes. These cases often need additional and specialized follow-up like the application for search and arrest warrants, polygraph examinations or the collection of forensic evidence at crime scenes. The division is staffed with, one Administrative Sergeant, three criminal investigators and one drug investigator assigned to the WING Drug Task Force.

The Investigations Section is supervised directly by the Administrative Sergeant. The Administrative Sergeant and the investigators are assigned to work from 8:00 a.m. to 4:00 p.m. Monday through Friday. They also share on call assignment, normally being on call one week a month. One investigator in the division investigates the majority of child abuse and neglect cases referred to the department. The WING Investigator works a flexible schedule due to the nature of their assignment.

B. Records Management

In 2015 efforts to obtain a new records management system for the department commenced. With a group of area public safety administrators and users, the project began with formulation of a committee to address the needs of all public safety partners within Scotts Bluff County. Together this committee successfully identified and acquired a new software solution to provide Computer Aided Dispatch (CAD) and Records Management Systems (RMS) for all law enforcement, fire departments and the jail within Scotts Bluff County.

This was a large project and will serve all of the agencies participating. This project will significantly reduce the amount of time officers and staff is spending to enter data. It will dramatically increase the ability to use the information, a limitation of our current system. The most crucial goal of the project is to create the ability to share information with other agencies.

VI. Operations Division

Operations Division consists of the patrol division and also works in conjunction with the investigative division. Captain Tony Straub is in charge of the Division. The Operations Division is committed to providing excellent customer service and quality law enforcement. Our Patrol Officers not only respond to the day to day calls for service, but also initiate and complete investigations, enforce traffic statutes, city ordinances and accident investigations.

A. Patrol

The Patrol Section is comprised of 13 Patrol Officers, 4 Patrol Corporals and 4 Patrol Sergeants.

The position of Corporal was established in 2017 to help provide continuity and supervision to the four patrol teams. Officers are assigned to a Sergeant and Corporal, creating a team concept which helps to promote team cohesion and accountability within the division. Officers pick their Sergeants based on seniority and are assigned to a specific team for a period of one year.

B. Police Service Dog Program

With the retirement of Police Service Dog “Riki”, the department is formulating a plan to replace both the K-9 and train a new handler as well.

C. Training

Training is coordinated through the Operations Division. Officers receive training to increase proficiency in specific disciplines of law enforcement and to reduce liability. At this point the department is maintaining monthly training for the entire department with as much specialized training as possible.

Mandated annual training in Domestic Violence, Firearms and Emergency Vehicle Operation is included in the statutorily required 20 hours annual training, although annual firearms qualifications cannot. A portion of the mandated training can be done on-line and the Scottsbluff Police Department has already implemented on-line training for its Officers through LARM and the Nebraska Law Enforcement Training Center (NLETC).

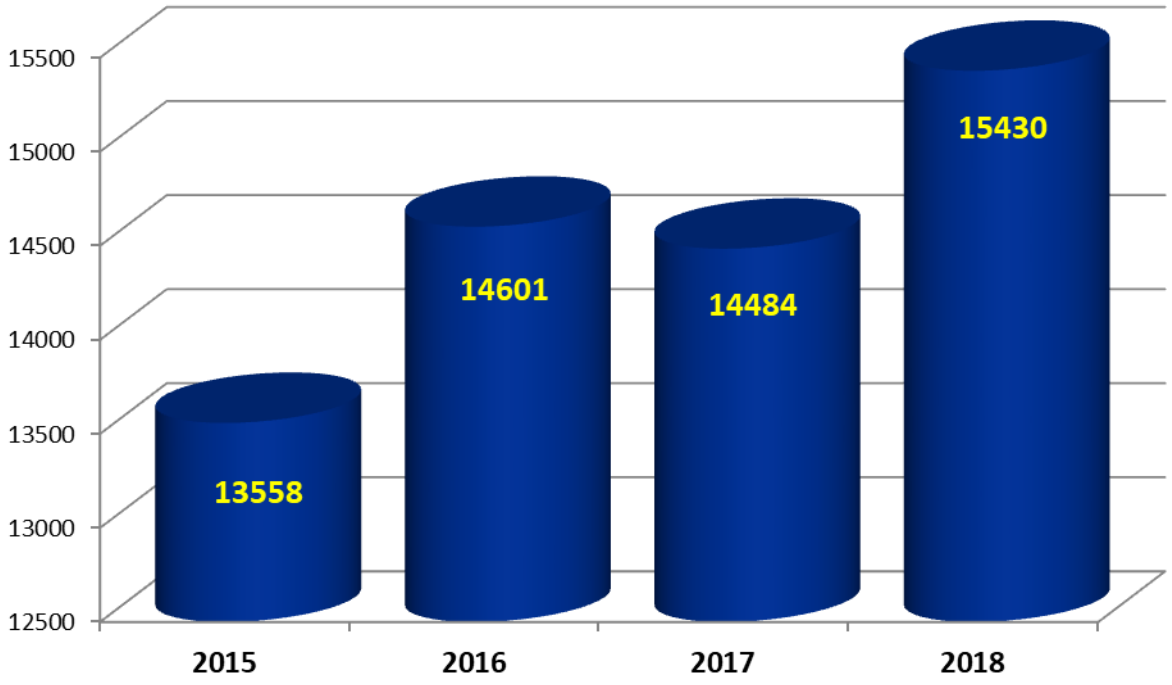
Scottsbluff Police Department has conducted two days of in–service training in Domestic Violence, Use of Force, and Emergency Vehicle Operations and may consider conducting this training twice annually. In 2017 there were a total of 2805 hours of continuing education hours conducted by members of the department. In 2018 a total of 3601 training hours were conducted by members of the Police Department.

VII. Activity Summaries

The graph below shows the number of calls received by the Scottsbluff Police Department for the past four years.

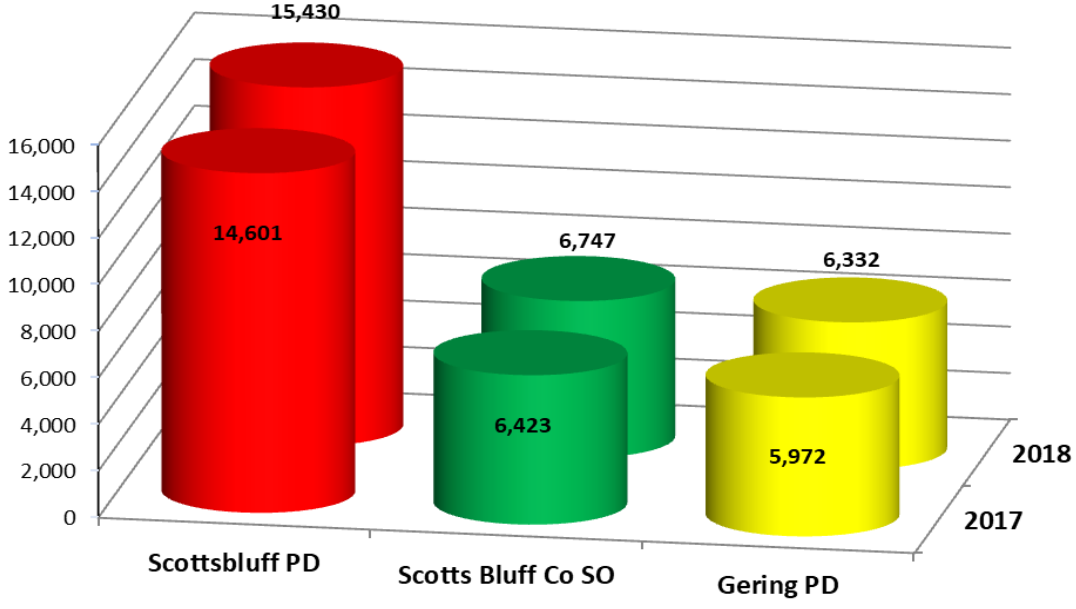
With the total calls for 2018 being 15,430, the department received an average of 42 calls per day and the average number of calls per officer is 593 for 2018.

A. Scottsbluff Calls Comparison 2015 - 2018



B. Call Comparisons of Local Agencies

The graph below shows the total number of calls received by the Scottsbluff Police Department compared to the Scotts Bluff County Sheriff's Office and Gering Police Department in 2017 and 2018. The Scottsbluff Police Department experienced an increase of 829 calls from 2017 while the other departments each experienced an approximate 300 call increase.



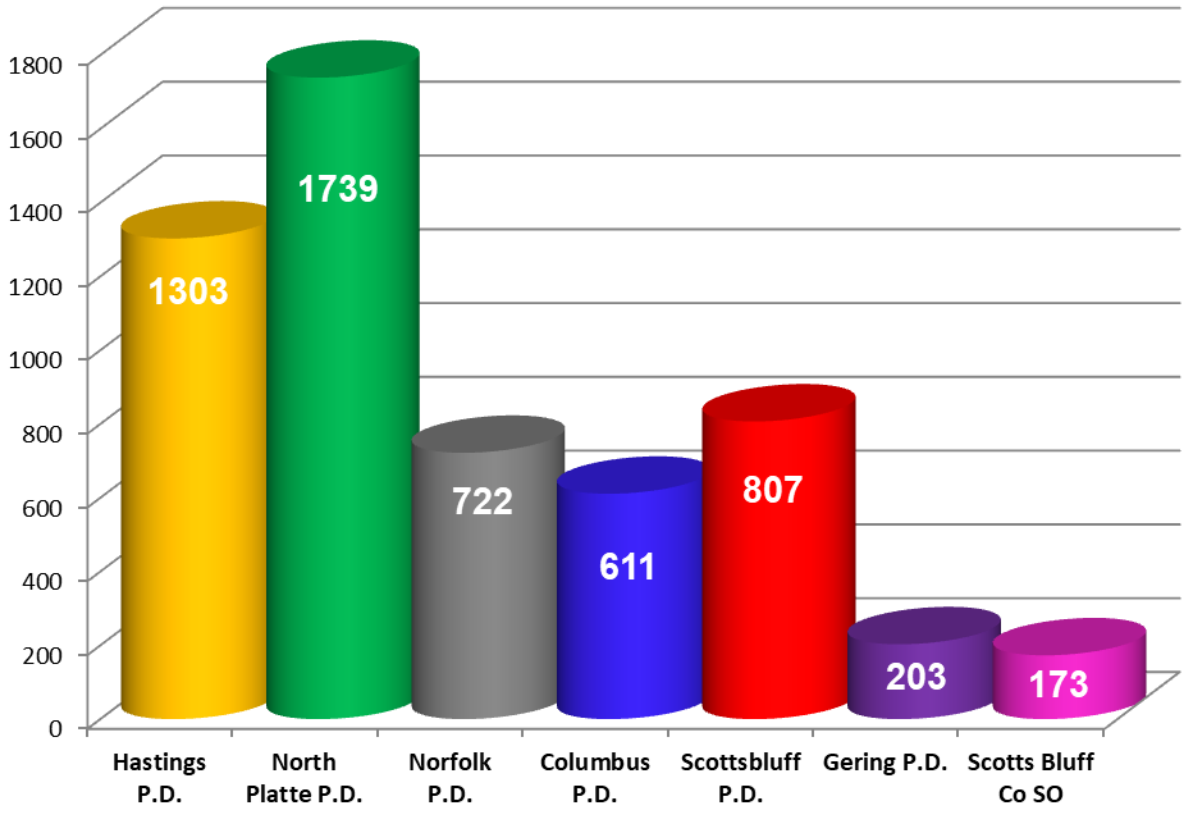
VIII. Offenses and Statistics

Numerous types of incidents are reported to and investigated by the police department on a daily basis. The following graphs show comparisons to the types of offenses identified through various investigations and how they compare to other police departments of similar size. *Offenses used in this graph are for reported crimes of* ***Homicide, Robbery, Sexual Assault, all Assaults, all Thefts, Burglary, Auto Thefts and Arson only***.

This graph compares the total number of offenses reported by each of the respective police departments in 2017.

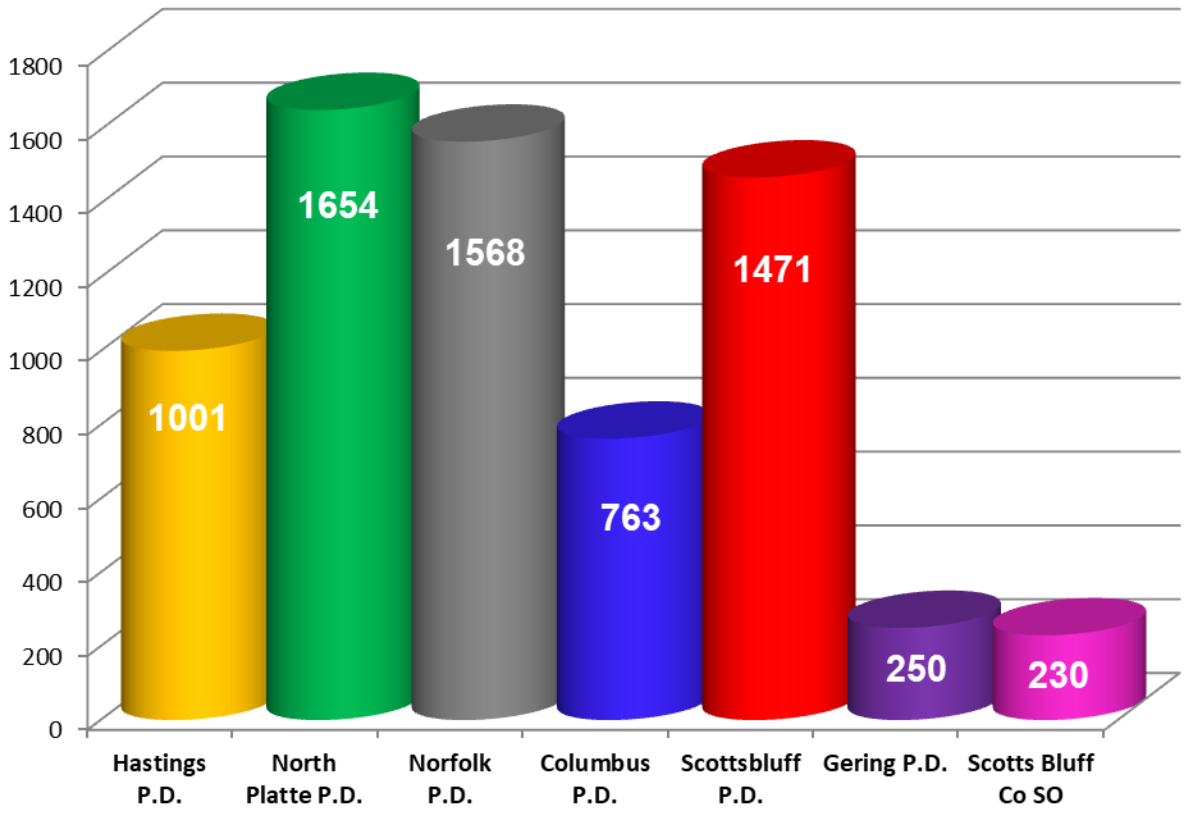
(2018 offense totals are not yet available from the Nebraska Crime Commission.)

A. 2017 Part I Offenses Reported by Agency



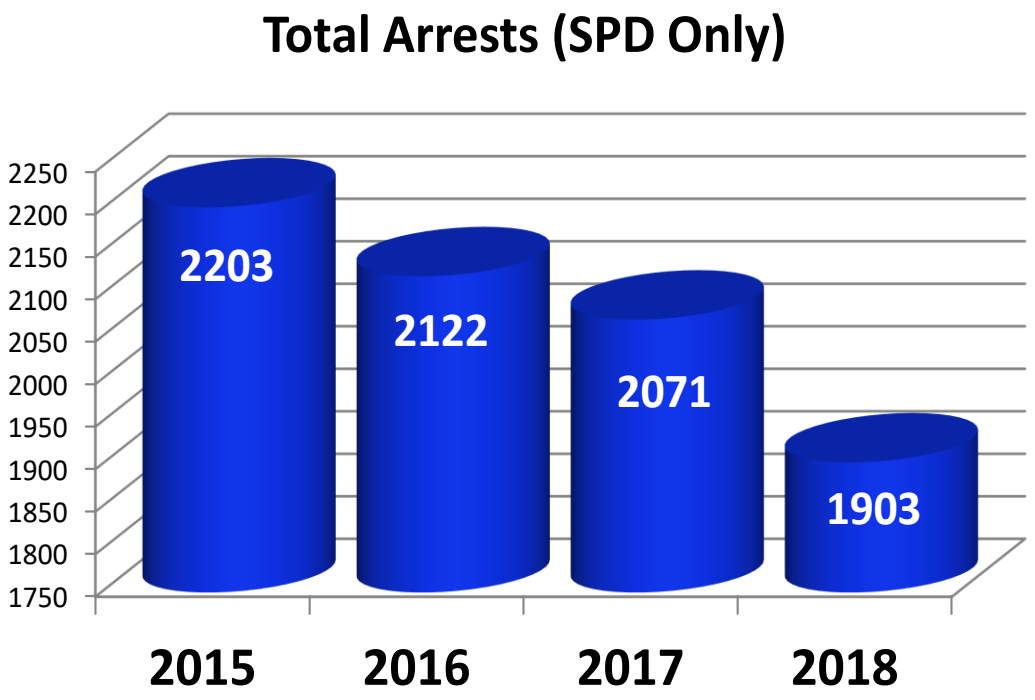
B. 2017 Arrests Reported by Agency

This graph compares the total number of crime arrests by each agency.
(2018 offense totals are not yet available from the Nebraska Crime Commission.)



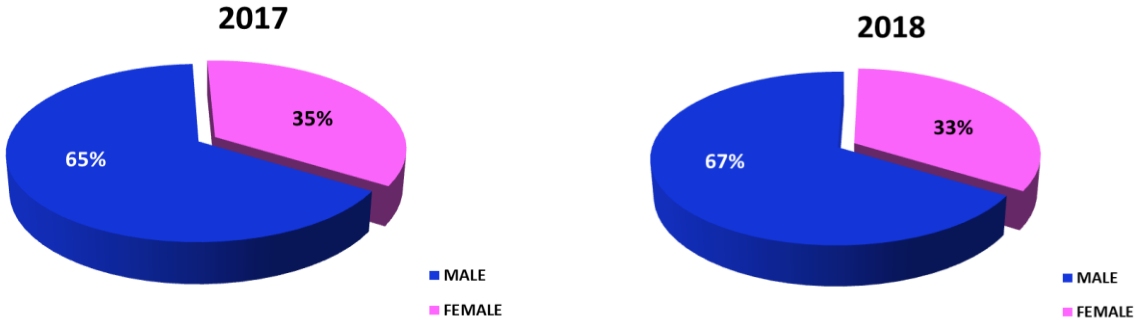
This data is collected from the Nebraska Crime Commission

This graph shows the total number of *all* arrests by the Scottsbluff Police Department ***(Part I and Part II Crimes and will include ordinance violations).***

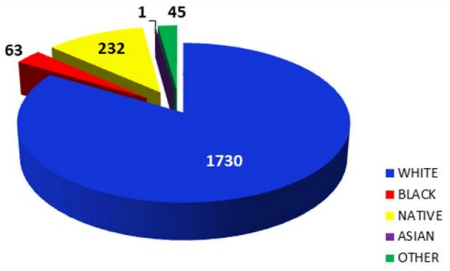


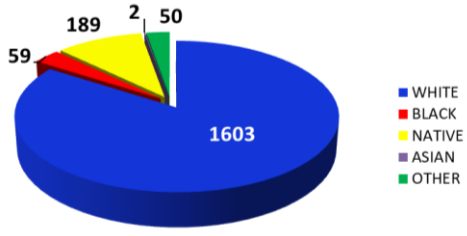
C. 2017 & 2018 Arrest Totals by Gender

In 2017 & 2018 the total number of arrests for Part I and Part II Crimes as well as ordinance violations totaled 2071 (2017) and 1903 (2018). Below are several charts showing the ratios of these arrests by comparison.

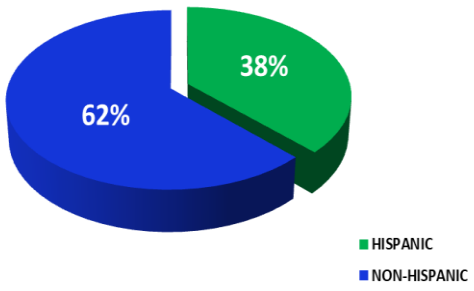


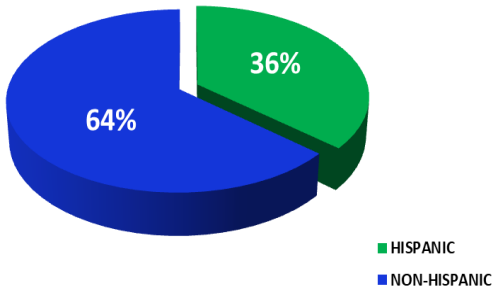
D. 2017 & 2018 SPD Arrest Totals by Race





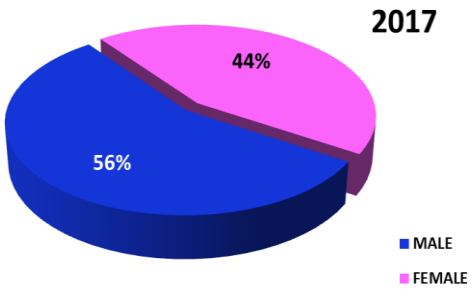
E. 2017 & 2018 Arrest Totals by Ethnicity

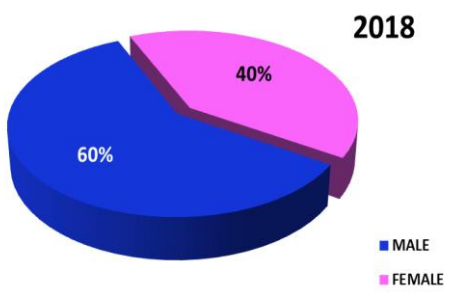




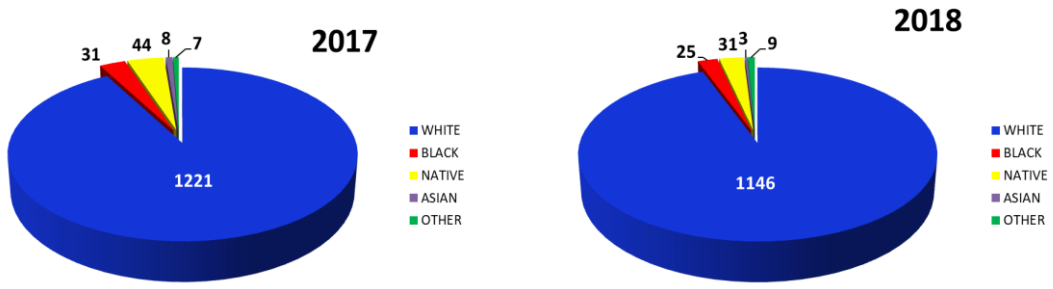
F. 2017 & 2018 SPD Citations by Gender

In 2017 the total number of citations issued was 1121 and 1079 in 2018. These citations do not reflect those issued for arrest of many crimes in which the offender was also jailed. Many of these will be traffic related violations. Below are several charts showing the ratios of these citations by comparison. These totals ***do not*** include warning citations. There were an additional 2714 & 2427 warning citations issued by the Scottsbluff Police Department in 2017 and 2018 respectively.



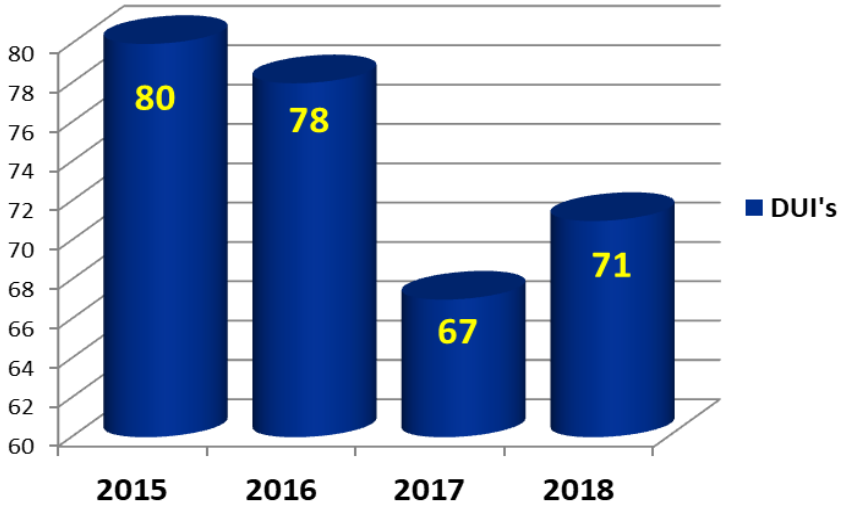


G. 2017 & 2018 SPD Citations by Race

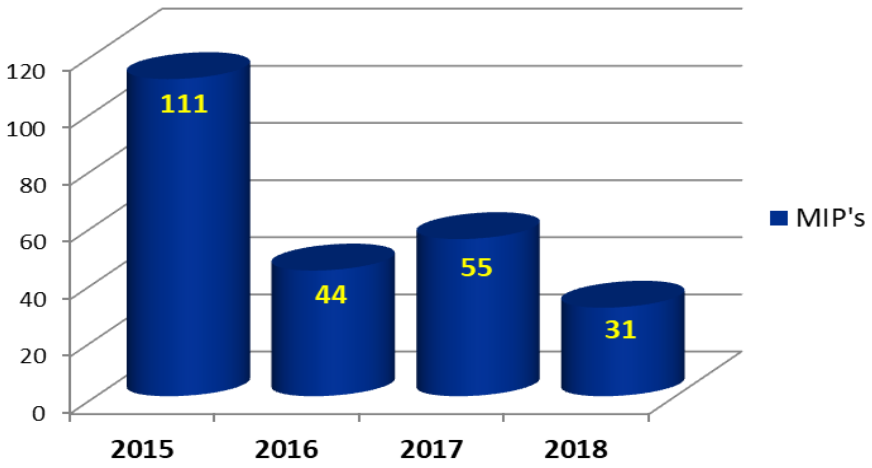


H. DUI Arrest Violations 4-Year Trend

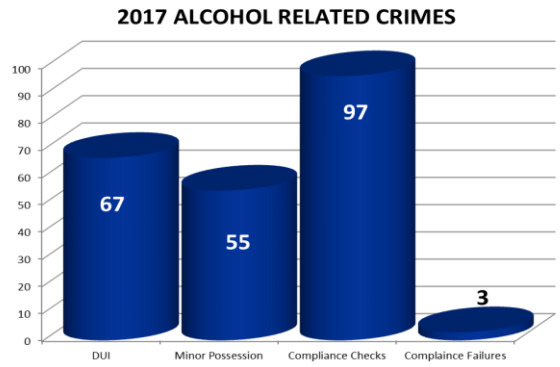
These charts show the number of persons arrested from 2015 through 2018 for the respective alcohol related violations. Below is the number of DUI arrests within the city for the past 4 years.

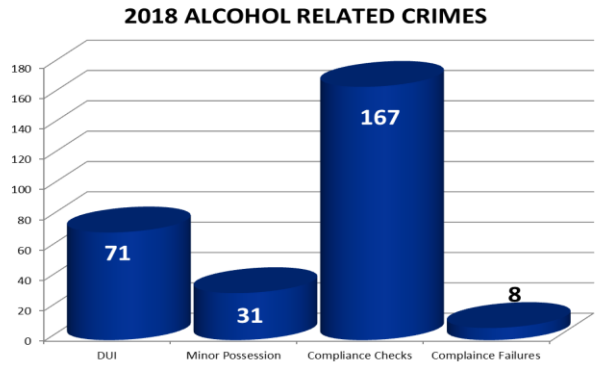


MINOR IN POSSESSION (MIP) ARRESTS 4-YEAR TREND



Liquor compliance check statistics are inclusive of the county wide effort. Scottsbluff Police Department works cooperatively with the Nebraska State Patrol, Scotts Bluff County Sheriff Department, Gering Police Dept. and the Panhandle Prevention Coalition. The funding for liquor compliance checks comes from the Office of Highway Safety.



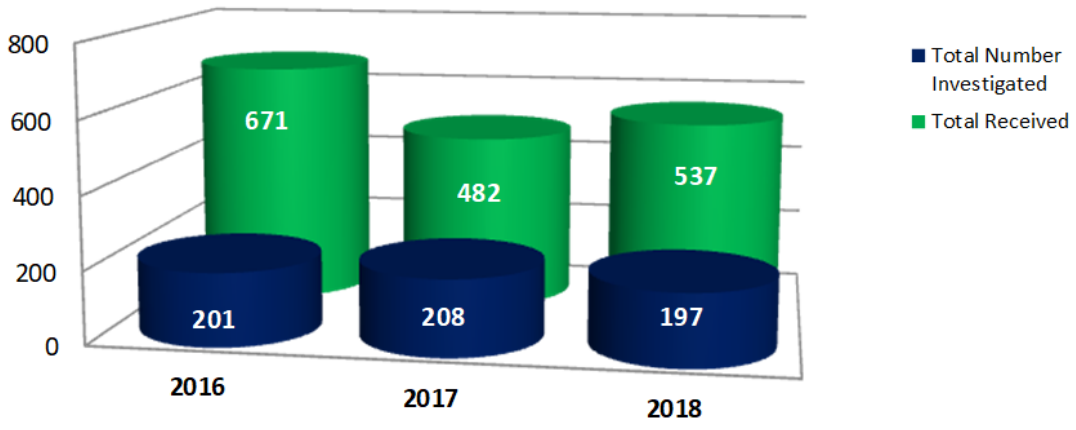


I. Child Abuse Investigations

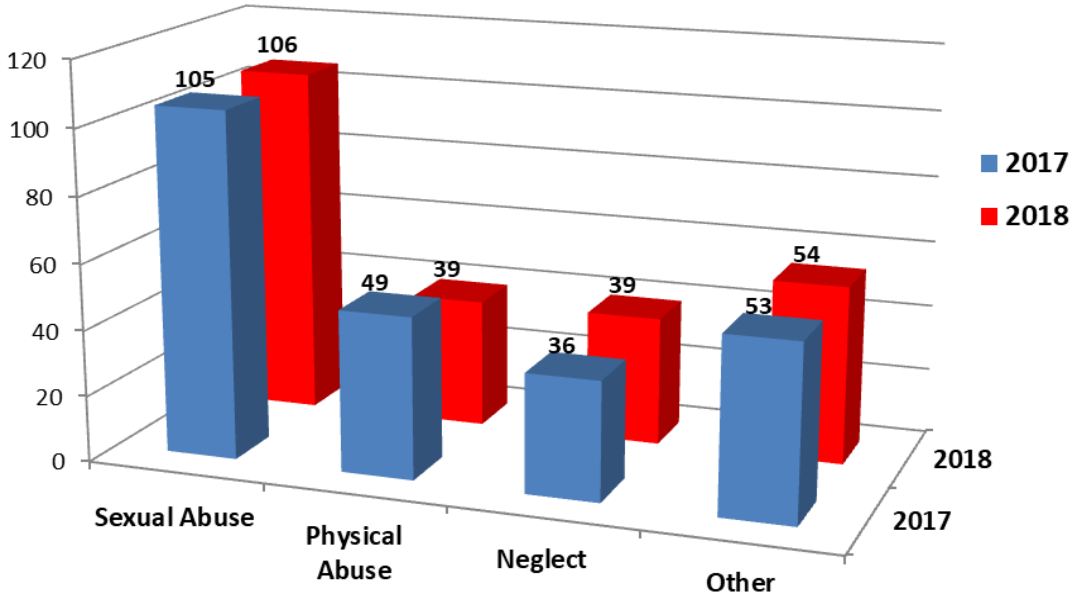
Scottsbluff Police Officers spend a considerable amount of time investigating allegations of child abuse and neglect. The vast majority of these reports come into the police department through the Nebraska Department of Health & Human Services (NDHHS) Hotline. The police department received approximately 500 reports of child abuse/neglect 2017 & 2018. Of these reports received over the past three years, more than 25% require an active investigation and most are conducted with an assigned HHS/Child Protection & Safety worker. These numbers also include domestic violence (DV) cases where children are present in the home at the time of occurrence. These investigations take multiple hours to investigate, coupled with forensic interviews of all children under the age of 17 at an accredited child advocacy center. The department works closely with the Department of Health and Human Services and staff at the CAPstone Child Advocacy Center with these sensitive investigations.

The graph below shows the activity that officers and investigators managed for the past 3 year period. The second graph shows the number of forensic interviews conducted at the CAPstone Child Advocacy Center in 2017 & 2018. Approximately 40% of these allegations involve sexual abuse or contact of a child.

Child Abuse and Neglect Reports received by SPD
2016 - 2018



2017 & 2018 CAPstone Forensic Interviews – by type



J. Part I/II and Non-Criminal Activity

Parts I Offenses include all felonies as well as felony and misdemeanor reports of larceny (thefts). The numbers of these reports in the past three years have remained stable.

Part I Offenses	2016	2017	2018
Homicide	2	0	0
Sexual Assault	31	40	33
Robbery	9	8	3
Assault (Felony)	28	32	39
Burglary	112	76	112
Thefts	643	590	534
Auto Theft	26	23	26
Arson	5	2	2
Total	**856**	**771**	**749**

Part II Offenses include many of the misdemeanor violations that most frequently occur throughout the city. Although many driving offenses are misdemeanors this chart does not show those violations.

Part II Offenses	2016	2017	2018
Assault	101	133	131
Check Offenses	11	18	8
Disorderly Conduct	75	67	66
Disturbances	1026	1147	1033
Narcotic Violations	223	255	241
Liquor Laws	19	13	41
Vandalism	202	197	175
Total	**1657**	**1830**	**1695**

This chart shows the number of service only calls the department responded to for the past three years.

Non-Criminal Activity	2016	2017	2018
Alarms	391	375	328
Assist the Public	1587	1660	1713
Assist other Agencies	518	519	647
Suspicious Circumstance	1514	1476	1497
Suspicious Person	223	253	271
Total	4233	4283	4456

K. Traffic Accident Statistics

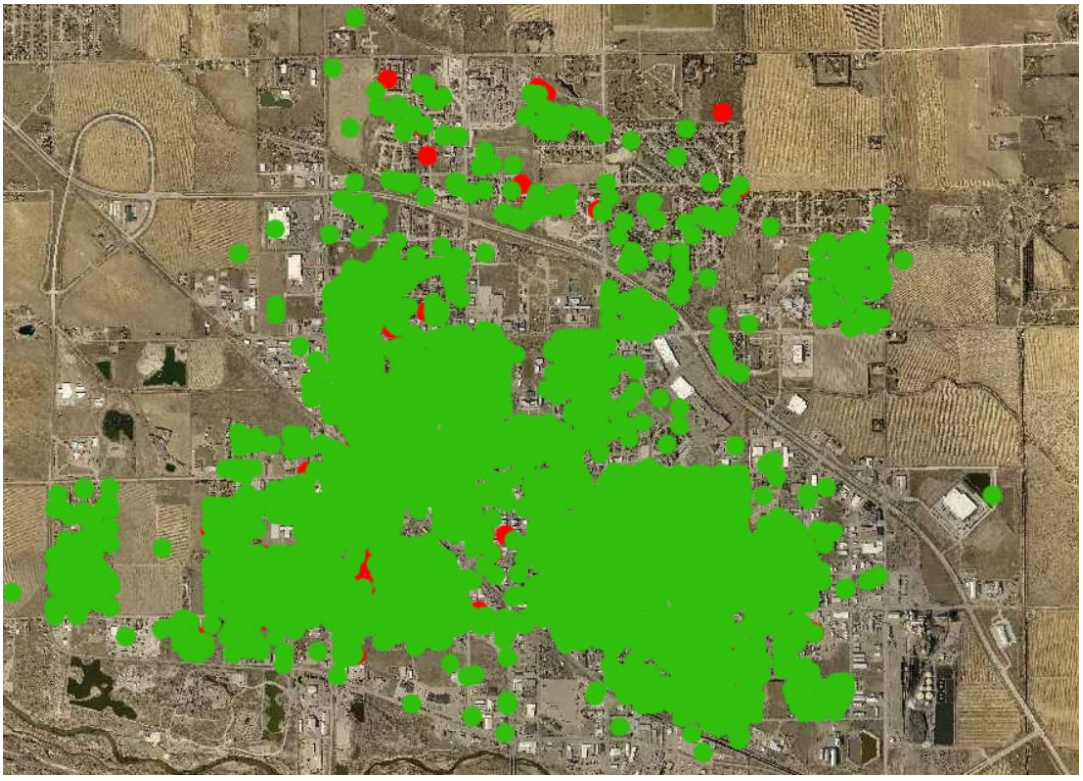
The following section shows data outlining the activity of traffic accidents occurring in the city. Scottsbluff has a high collision rate in comparison to other counties in the state. The following chart shows traffic accident information for the past three years.

Motor Vehicle Accident Analysis MVA by Month	2016	2017	2018
January	51	79	99
February	76	64	75
March	83	60	65
April	55	79	83
May	65	65	71
June	66	72	67
July	86	75	72
August	75	61	66
September	73	66	71
October	73	81	79
November	73	60	59
December	82	86	84
Total Accidents	858	848	891

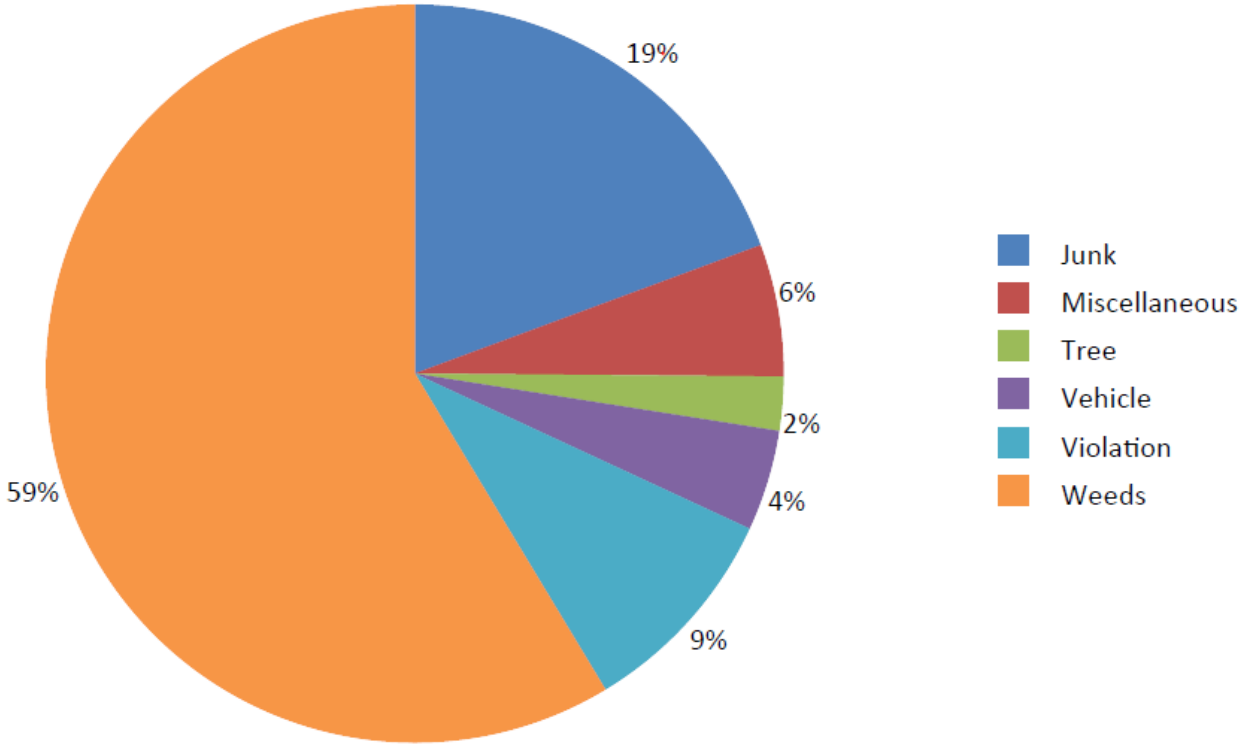
Traffic & Accidents	2016	2017	2018
Fatal Accidents	0	0	1
Personal Injury	112	109	83
Non-Injury Accidents	746	739	808
Total Reported Accidents	**858**	**848**	**891**

L. 2018 Code Compliance Activity Summary

The following image shows the location of code compliance services throughout the City of Scottsbluff in 2018. The red plots are pending cases while the green plots are items that have been addressed by the Code Enforcement Officer.



In 2017 1,592 violations were addressed by the code compliance officer, this number increased to 1,700 in 2018. The latter graph shows the percentages of this overall activity by type for this 2-year period.



IX. Revenues

Scottsbluff Police Department provides several services by administrative staff and officers. These services are provided for fees charged by the department to assist in recovering the cost of providing them. The monies earned in this area are then returned to the city's general fund.

Also shown is the service contract amount with Terrytown for providing all police functions. Not shown is the amount that the department shares with the school district for providing crossing guards and school resource officer.

Service / Project Description	15/16	16/17	17/18
Vehicle Impound/Tow	$12,970	$12,378	$14,118
Photo copies	$4,078	$4,175	$3,656
Bicycle Licenses	$15	$55	$35
Fingerprinting	$1,725	$1,605	$1,313
Handgun Permits	$1,886	$1,118	$1,268
Police Service/Terrytown	$92,200	$92,200	$130,000
Alcohol Tests	$3,640	$2,581	$3,174
Witness Fees	$447	$297	$182
WING Task Force	$22,535	$9,643	$4,049
ATV Permits	$450	$565	$625
Car Auctions	$11,740	$21,680	$30,451
Firearms Range Use Fees	$1,300	$1,520	$1,420
Taxi Cab Licensing Fees	$50	$0	$0
Police Security	$1,975	$2,888	$2,550
Alarms	$1,450	$1,550	$2,300
Money Escorts	$160	$0	$0
Seat Belt Grants	$6,703	$9,104	$8,242
DUI Grants	$8,778	$5,434	$8,073
Tobacco Compliance Checks	$0	$425	$506
Alcohol Compliance Checks	$1,896	$1,389	$1,678
TOTAL	$173,998	$168,607	$213,640

X. School Resource Officers

The School Resource Officer Program began with funding from the Department of Justice COPS in Schools program in 2002. The school resource officer has served the schools since and maintains a close relationship with staff and students throughout the district. Grant funding ceased for this position in 2005. Through an agreement with Scottsbluff Public Schools the funding of this position is now shared equally by the district and City of Scottsbluff. This funding is shared during the months that school is in session. In February, 2014 a second school resource officer was added. When school is not in session both are used to supplement normal patrol shifts.

The chart below shows the activity of the school resource officers. Officers deal with calls for service on school property but are also able to provide other patrol functions

around district properties while on duty to address issues occurring around school zones.

Type of Call	2016	2017	2018
Theft Reports	13	21	12
Motor Vehicle Accidents	21	26	22
Disturbances / Assaults	44	27	24
Traffic / Driving Complaints	8	10	5
Criminal Drug / Alcohol Violations	6	24	11
Criminal Weapon Violations	0	1	1
All Other Types	151	168	174
Total	243	277	249

SCHOOL RESOURCE OFFICER ACTIVITY SUMMARY			
Total Calls	250	292	271
Written Reports	68	61	72
Arrests	43	88	57
Citations	9	36	26

XI. Animal Control

In 2017 & 2018 Humane Officer James Bornschlegl responded to 523 and 570 animal related calls respectively. In addition to his animal control duties Officer Bornschlegl conducts vehicle releases, and assists with school crossing guard duties. Officer Bornschlegl works week days from 8:00 a.m. to 4:00 p.m.

The below chart shows Humane Society statistics/dispositions of animals brought into the shelter from 2016 through 2018.

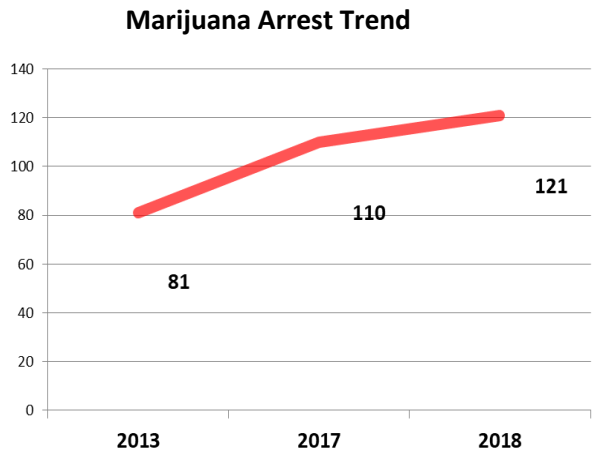
Incident Description	2016	2017	2018
Dogs Impounded	741	799	716
Cats Impounded	937	942	617
Dogs Released	447	275	244
Cats Released	36	18	15
Dogs Adopted	428	395	151
Cats Adopted	548	377	155
	3,137	2,806	1,898

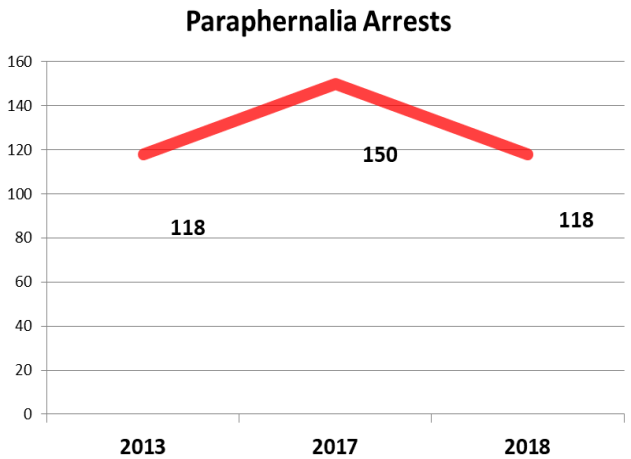
XII. Drugs & Weapons

In 2017 & 2018 the Scottsbluff Police Department seized numerous firearms and other weapons as well as several varieties of dangerous drugs. In many cases, the department worked with members of the Western Nebraska Intelligence & Narcotics Group (WING) task force. The task force is also designated by the Midwest High Intensity Drug Trafficking Area (MWHIDTA).

In 2017 & 2018 there were a total of 391 / 304 drug related incidents respectively investigated by the department. 409 arrests for narcotic violations were made from these investigations in 2017 and 372 arrests were made in 2018.

In 2014, Colorado leagalized marijuana for recreational consumption. This action has made marijuana more available to Nebraska residents traveling to that state and meeting the age requirement for purchasing the drug. The graphs below show a steady increase from 2013, the year prior to Colorado's legalization and compares it to the last two years. The second graph shows a decrease in the number of drug paraphernalia arrests from 2017 to 2018. The increased available of edible forms of marijuana (THC) may be a contributor of this trend. The department has seized edibles in the form of chocolate bars and gummy bears among these forms of the drug.





City of Scottsbluff, Nebraska
Monday, September 16, 2019
Regular Meeting

Item Reports2

Council to discuss and consider action on increasing the NPPD lease payment by one-half percent.

Staff Contact: Nathan Johnson, City Manager

CRF: 94-L22-250

PROFESSIONAL RETAIL OPERATIONS AGREEMENT

between

NEBRASKA PUBLIC POWER DISTRICT

and

CITY OF SCOTTSBLUFF, NEBRASKA

EFFECTIVE: JANUARY 1, 2019

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EXHIBITS

EXHIBIT A	Distribution System Boundary Map	A-1

PROFESSIONAL RETAIL OPERATIONS AGREEMENT
between
NEBRASKA PUBLIC POWER DISTRICT
and
CITY OF SCOTTSBLUFF, NEBRASKA

This Professional Retail Operations Agreement (Agreement) is made and entered into by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (NPPD), and the City of Scottsbluff, a municipal corporation of the State of Nebraska.

RECITALS

WHEREAS, NPPD operates an integrated electric utility system, including facilities for generation, transmission and distribution of electric power and energy at wholesale and retail, and is engaged in the generation, purchase, transmission, distribution and sale of electric power and energy; and

WHEREAS, the City owns an electric distribution system as hereinafter defined (Distribution System), which is directly or indirectly connected to NPPD's integrated utility electric system, and desires that NPPD provide retail electric service to the City and to the residents and businesses served from its Distribution System; and

WHEREAS, NPPD and the City previously entered into a Professional Retail Operations Agreement which provides, among other things, for NPPD's lease and operation of the City's Distribution System; and

WHEREAS, NPPD and the City now desire to enter into a new long-term Agreement in order to provide for NPPD's continued lease and operation of the City's Distribution System.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I
TERM AND EFFECTIVE DATE

This Agreement shall become effective on January 1, 2019, and shall continue in force for a term of twenty-five (25) years, through December 31, 2043, subject to the following provisions:

Either party may terminate this Agreement (i) in accordance with the provisions of ARTICLE XIV herein, or (ii) upon five (5) years prior written notice given by either party to the other, with termination notice date of no earlier than January 1, 2039.

ARTICLE II
LEASE OF DISTRIBUTION SYSTEM

During the term of this Agreement, City hereby leases and delivers possession of the Distribution System to NPPD. The Distribution System shall constitute an addition to NPPD's System under its General Revenue Bond Resolution, adopted June 4, 1998, as supplemented (the General Revenue Bond Resolution).

For the purposes of this Agreement, the Distribution System shall comprise the electric distribution facilities consisting of wires, poles and associated fixtures, meters, services, distribution transformers, and street lighting owned by the City as of the effective date of this Agreement or as may be added during the term of this Agreement. The facilities, which comprise the Distribution System, are identified in Exhibit A, as it may be revised from time to time, which is attached hereto and incorporated herein by this reference.

During the term of this Agreement, City has the right to sell the entire Distribution System outright without prior written approval of NPPD, in which event the new owner of the Distribution System shall have all of the rights and obligations of the City under the Agreement.

ARTICLE III
OPERATION AND USE OF FACILITIES

NPPD shall operate the Distribution System as part of its integrated statewide electric utility system and the Board of Directors of NPPD shall fix rates and other terms and conditions of service as provided in Chapter 70, Article 6, of the Revised Statutes of Nebraska.

NPPD shall serve any and all electrical customers located in any area that is annexed by City during the term of this Agreement, and NPPD shall do so pursuant to the terms and conditions of this Agreement and shall take all appropriate action to integrate any and all facilities serving such customers into City's Distribution System. Notwithstanding the foregoing, the City shall have the unilateral right, with thirty (30) days written notice to NPPD, to direct that NPPD delete this annexation provision from the Agreement through an appropriate amendment to the Agreement, which shall be effective on a date that is agreeable to the City.

ARTICLE IV
PAYMENTS

The gross retail electric revenues recognized by NPPD during the term of this Agreement from sales to customers purchasing electricity from the Distribution System shall be adjusted to eliminate (i) any bad debt charge-offs associated with such sales, (ii) any revenue associated with application of production cost and similar adjustments, including, but not limited to, sales tax and federal energy taxes.

During the term of this Agreement, lease payments in an amount equal to twelve percent (12%) of the retail revenue as so adjusted, as determined by NPPD records, shall be paid by NPPD to the City. By an act of the City, the City can increase or decrease NPPD's lease payment in one-half percent (0.5%) increments subject to an overall cap of fourteen percent (14%). Notice of the first one-half percent (0.5%) step change may be provided to NPPD anytime on or after the effective date of this Agreement. Any future one-half percent (0.5%) step changes may not take effect until a minimum of one (1) year after the effective date of the previous step change. Written notice of each one-half percent (0.5%) step change shall be provided to NPPD at least ninety (90) days before the effective date of such change.

In the event that during the term of this Agreement customers whose electricity needs would otherwise be served by NPPD from the Distribution System pursuant to this Agreement have the option under Nebraska law to choose their electricity supplier, then the gross retail electric revenues utilized in the above lease payment formula shall be appropriately modified. Such modification shall consist of an adjustment to recognize that NPPD's lease payment to the City, as described elsewhere in the Agreement, will be reduced such that it will only include NPPD's cost of service associated with the delivery of electricity to those customers who have chosen a supplier other than NPPD for their electricity needs, and will not include the costs of the actual electricity delivered to such customers from another power supplier.

Lease payments will be made on a monthly basis based on the previous month's actual activity and settlement. The lease payment will be remitted to the City no later than 30 days after the end of the month. The obligations of NPPD hereunder shall be subject and subordinate to the pledge of Pledged Property pursuant to the General Revenue Bond Resolution adopted by NPPD on June 4, 1998, as supplemented.

ARTICLE V
MAINTENANCE AND CONSTRUCTION OF FACILITIES

NPPD shall maintain the Distribution System and construct any additions necessary for service to the extent such additions are within the established extension policies of NPPD, as they may be revised from time to time by the NPPD Board of Directors. Any additions to the Distribution System which are within the boundary shown on the Distribution System Boundary Map attached to Exhibit A hereto, as it may be revised from time to time, and which are rated at or below 15,000 volts, shall become a part of the Distribution System and belong to the City. Any materials removed in connection with maintenance or construction shall become the property of NPPD.

ARTICLE VI
RETAIL ADVISORY COMMITTEE

A Retail advisory committee shall be formed. The committee, made up of interested Retail elected or appointed community officials, would be offered a chance to review items including, but not limited to, monthly Board agendas, rate and business

policy modifications, industry updates, and future strategies. While NPPD recognizes the importance of the City's participation in the rate, price and product development process, the City agrees that the NPPD Board of Directors has the ultimate authority and responsibility for maintaining adequate revenues and for designing rates, policies and pricing structures.

ARTICLE VII
RENEWABLE GENERATION

NPPD agrees to accommodate the integration of renewable generation resources with the power supply it utilizes for providing retail electric service for customers it is obligated to serve under the terms of this Agreement. This accommodation will be made under the terms and conditions of agreements developed and entered into by the necessary parties at the time of the proposed integration. For the purposes of this section, renewable generation resources shall be comprised of two types: 1) Renewable generation resources whose output and associated environmental attributes are purchased by NPPD and conferred by NPPD under the provisions of its rate schedules to customers who qualify for economic development project benefits and who purchase electricity from the Distribution System, and 2) Community renewable generation resources or qualified local generation. There shall be no limitation on the amount of renewable generation resources for service under NPPD's rate schedules, as described in type 1) above. The maximum nameplate size of renewable generation resources installed under type 2) above shall be ten percent (10%) of the City's annual peak load. Renewable generation resources shall be installed and interconnected to the Distribution System if applicable.

ARTICLE VIII
SURRENDER OF DISTRIBUTION SYSTEM

Upon termination of this Agreement, NPPD shall surrender the Distribution System to the City in as good a condition as it is at the time of execution of this Agreement, with reasonable wear and tear excepted. Upon such surrender, any and all materials, supplies, tools, transportation and office equipment and buildings owned by NPPD shall remain the property of NPPD.

ARTICLE IX
TAXES

NPPD shall make payments of taxes and in-lieu-of taxes with respect to its operation of the City's Distribution System as may be required by law from time to time.

ARTICLE X
INSURANCE

NPPD agrees at all times during the existence of this Agreement to have in force with a company authorized to issue such insurance in the State of Nebraska, General

Liability, including Products and Completed Operations, and Independent Contractor's and Explosion, Collapse and Underground (XCU) insurance with limits of $10,000,000 combined single limit bodily injury and property damage per occurrence with specific contractual coverage insuring the hereinafter assumed liability of NPPD. Under the same conditions, NPPD also agrees at all times during the existence of this Agreement to have in force with a company authorized to issue such insurance in the State of Nebraska, automobile liability insurance on NPPD's vehicles with limits of $10,000,000 combined single limit bodily injury and property damage per occurrence. Provided, however, as an alternative to said insurance specified above, NPPD may self-insure all or any part of the risk for loss or damage from such hazards and risks to the person and property of others as are usually insured against by those entities operating properties similar to the Distribution System. NPPD shall notify City in writing of any decision to fully self-insure against said hazards and risks, and specify the date such self-insurance shall take effect. NPPD agrees to save harmless the City from loss (excluding liability of the City to pay workmen's compensation benefits) as a result of legal liability to members of the public imposed upon the City for bodily injury or death and for property damage arising out of NPPD's operation of the Distribution System and performance of this Agreement. This ARTICLE X, and the obtaining and maintaining of insurance coverage, is not intended to and it shall not be construed to create any liability to members of the public in excess of that provided by law.

It is further agreed that the City hereby consents to NPPD having the sole responsibility to decide whether or not to insure against physical damage to all or any part of the property leased by NPPD and in the care, custody or control of NPPD in the performance of this Agreement with the City. NPPD also agrees that the cost for any loss or damage to such property or for expenses incidental to such loss or damage shall be included in NPPD's retail cost of service.

ARTICLE XI
AMENDMENTS

Neither this Agreement nor any part hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the party against which the enforcement of the termination, amendment, supplement, waiver or modification is sought.

ARTICLE XII
SUCCESSORS AND ASSIGNS

Neither party may assign this Agreement in whole or in part, or any rights granted hereunder, or delegate to a third party any of the duties or obligations hereunder, without the prior written consent of the other party, except as otherwise provided in this ARTICLE XII. In the event that either one of or all NPPD generation assets, wholesale power marketing and/or retail operations functions are merged into or become part of another public power entity, such prior written consent shall not be required for the assignment by NPPD to its successor(s) in interest. No assignment of this Agreement

shall be effective unless and until the assignee assumes in writing the duties and obligations of the assignor.

ARTICLE XIII
REPLACEMENT OF PRIOR AGREEMENT

This Agreement shall supersede the Professional Retail Operations Agreement, which NPPD and the City entered into effective the February 1, 2017, together with any exhibits attached thereto and any amendments or supplements thereto. Said Professional Retail Operations Agreement shall, upon the effective date of this Agreement, be null and void and without further force and effect.

ARTICLE XIV
PRIVATIZATION

In the event that NPPD is privatized (i.e., it is converted into a taxable, non-public power entity), NPPD will provide notice to the City and the City shall have the right, upon sixty (60) days prior written notice to NPPD or NPPD's successor organization, to terminate this Agreement. Termination of this Agreement pursuant to this ARTICLE XIV will be without any cost to the City.

ARTICLE XV
INFORMATION

NPPD agrees to provide the City with available information in sufficient detail for the City to comply with the financial reporting requirements of the Governmental Accounting Standards Board.

IN WITNESS WHEREOF, the parties hereto have caused this Professional Retail Operations Agreement to be executed in duplicate by their duly authorized officers or representatives as of the dates indicated below.

ATTEST:

By: _____

CITY OF SCOTTSBLUFF, NEBRASKA

By: _____

Print: _____

Title: _____

Date: _____

ATTEST:

By: _____

NEBRASKA PUBLIC POWER DISTRICT

By: _____

Print: _____

Title: _____

Date: _____

EXHIBIT A
to
PROFESSIONAL RETAIL OPERATIONS AGREEMENT

This Exhibit A is attached to and incorporated in the Professional Retail Operations Agreement (Agreement) between Nebraska Public Power District (NPPD) and the City of Scottsbluff, Nebraska.

The facilities comprising the Distribution System, as defined in ARTICLE II of the Agreement, are identified in this Exhibit A and consist of the wires, poles and associated fixtures, meters, services, distribution transformers, and street lighting owned by the City, including any additions or improvements thereto which are rated at or below 15,000 volts and excluding any removals, disposition, or sales thereof, all as located within the area designated on the Distribution System Boundary Map, which is attached hereto and incorporated herein by this reference, except as may be otherwise specifically noted thereon. For any substation involving transformation to the Distribution System from a higher voltage, the Distribution System shall extend to the point at which the low-voltage switching and protection facilities connect to the low-voltage bus within said substation.

CITY OF SCOTTSBLUFF, NEBRASKA

By: _____

Print: _____

Title: _____

Date: _____

NEBRASKA PUBLIC POWER DISTRICT

By: _____

Print: _____

Title: _____

Date: _____

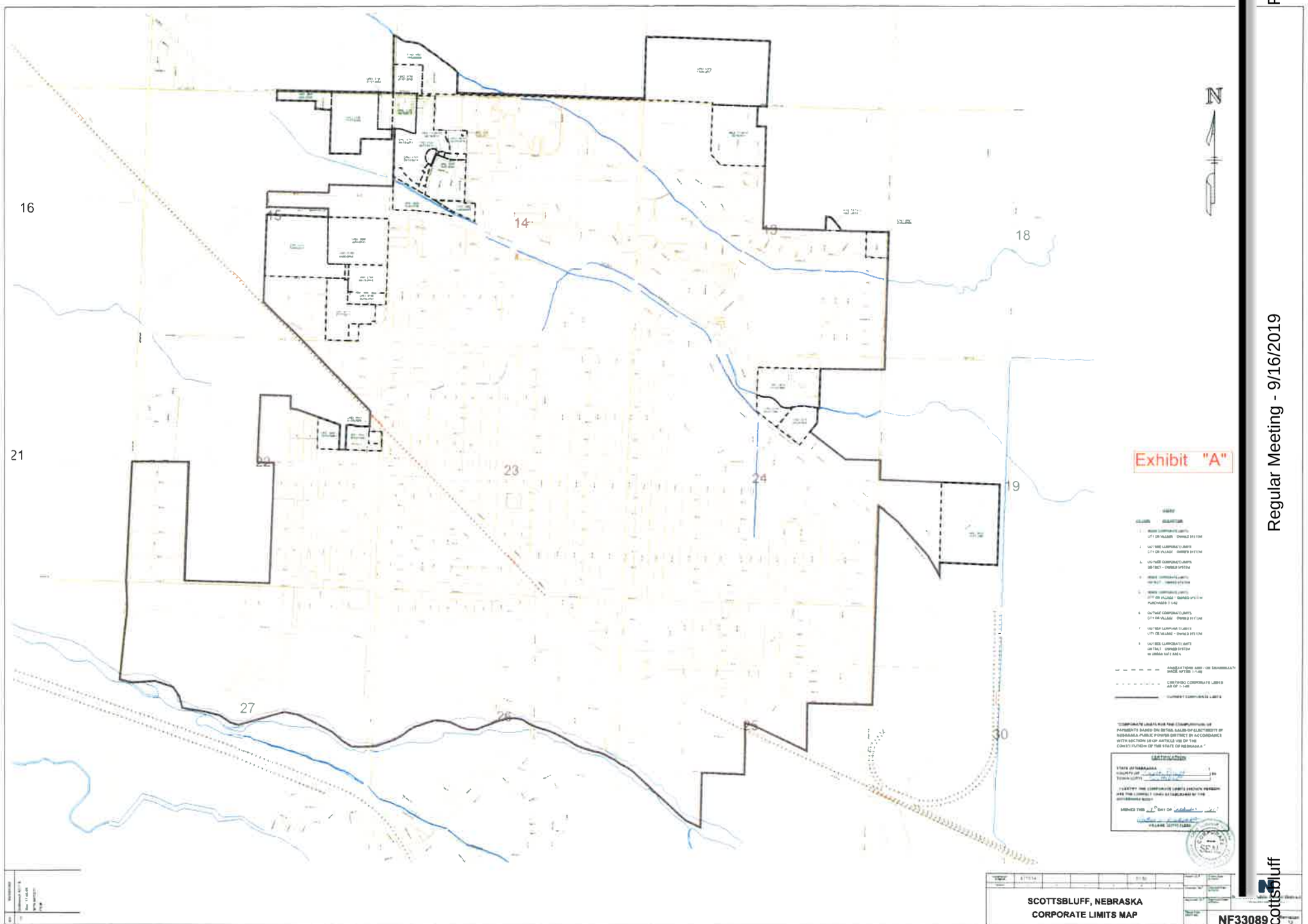
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Exhibit "A"
SCOTTSBLUFF, NEBRASKA
CORPORATE LIMITS MAP
NF33089

City of Scottsbluff, Nebraska
Monday, September 16, 2019
Regular Meeting

Item Reports3

Council to discuss and consider action on an Addendum to Easement for Solar Project.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

ADDENDUM TO EASEMENT

This Addendum to Easement ("Addendum") is made September 16, 2019. The City of Scottsbluff, Nebraska, a municipal corporation ("Grantor"), granted an Easement to Farmers Irrigation District ("Grantee") pursuant to an Easement recorded on December 20, 2001 in the records of the Scotts Bluff County Register of Deeds known as Instrument No. 2001-8491 ("Original Easement"). The Original Easement granted Grantee the right to place a buried PVC pipe to convey irrigation water within a fifteen (15) foot easement on each side of buried PVC pipe.

As a result of the construction of a fence around solar array panels located on a portion of Grantor's Real Estate set forth in the Original Easement, this Addendum is required to set forth the current location of the Grantee's buried PVC pipe. This Addendum affects only the Grantor's Real Estate described as follows:

> The Southwest Quarter (SW¼) of Section Twelve (12), Township Twenty-Two (22) North, Range Fifty-Five (55) West of the 6th P.M., in Scotts Bluff County, Nebraska,("Real Estate").

The new location and placement of Grantee's buried PVC pipe on the Real Estate is set forth on Exhibit "A" which is attached hereto and incorporated by this reference.

This Addendum shall include the right of ingress and egress for the purpose of maintenance, repair and, if necessary, replacement of the buried PVC pipe outside the fenced area.

If Grantee should find it necessary to uncover the PVC pipe to perform maintenance, repair or replacement work, they may do so but must restore the dirt and existing fill material after the work is completed. Grantee will not be required to replace any sod, road surface materials or other improvements.

This Addendum shall be binding upon the parties, their successors and assigns and shall run with the land. This Addendum shall affect only the Real Estate described herein and as set forth on Exhibit "A". All other terms and conditions of the Original Easement shall otherwise remain in effect.

[SIGNATURE PAGE WILL FOLLOW]

CITY OF SCOTTSBLUFF, NEBRASKA,
a municipal corporation,

By_____
Raymond Gonzales, Mayor

STATE OF NEBRASKA COUNTY OF SCOTTS BLUFF ss.

This Addendum to Easement was acknowledged before me on the ____ day of September, 2019 by Raymond Gonzales, Mayor of the City of Scottsbluff, Nebraska, a municipal corporation, on behalf of the City.

_____
Notary Public

(Notary Seal)

EXHIBIT "A"

-AS-BUILT IRRIGATION PIPE EASEMENT-

PART SW1/4 SECTION 12, T 22 N, R 55 W, SCOTTS BLUFF COUNTY, NEBRASKA

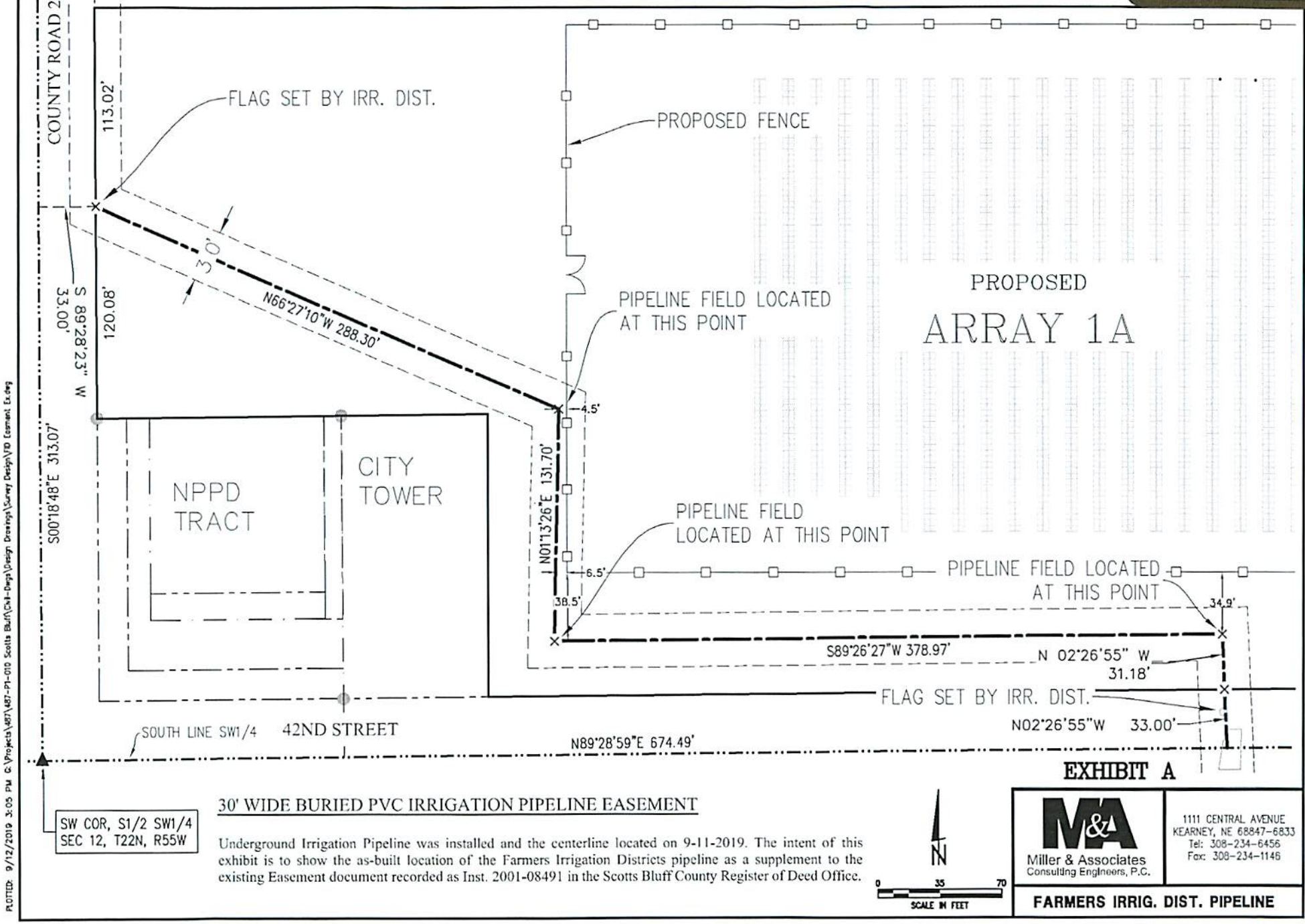

EXHIBIT A

30' WIDE BURIED PVC IRRIGATION PIPELINE EASEMENT

Underground Irrigation Pipeline was installed and the centerline located on 9-11-2019. The intent of this exhibit is to show the as-built location of the Farmers Irrigation Districts pipeline as a supplement to the existing Easement document recorded as Inst. 2001-08491 in the Scotts Bluff County Register of Deed Office.

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SCALE IN FEET

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FARMERS IRRIG. DIST. PIPELINE

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