

**REGULAR MEETING AGENDA**

**June 8th, 2023**

**6:30 p.m.**

Regular meeting of the Terrytown City Council, June 8th, 2023 at 6:30 p.m. at Housing Partners of Western Nebraska Community Room. 89A Woodley Park Road, Gering, NE

**CALL TO ORDER**

Recital of the Pledge of Allegiance

Roll Call

**OPEN MEETINGS ACT – NEB.REV. STAT. CHAPTER 84, ARTICLE 14**

As required by State Law, public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room. Agenda items may be moved up or down on the agenda at the discretion of the Mayor. As required by State Law, additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless they are considered under this section of the agenda and Council determines that the matter requires emergency action.

Notice of changes in Agenda by the Clerk (additions may not be made to the agenda less than 24 hours before the beginning of the meeting unless added as an emergency agenda item)

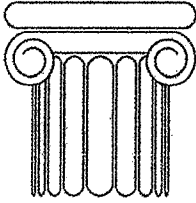
1. Emergency Agenda Item(s)
2. Correspondence
  - a. Letter from Village of Mason City
    - i. RE: Termination of LARM
3. Letter from Rebecca Shields, General Chairman of the Oregon Trail Days Association
  - a. Discuss and Decide of Sponsorship or need for Keno Grant Application
4. Approve minutes of the April 13<sup>th</sup>, 2023 Regular City Council meeting
5. Approve regular claims from March 7<sup>th</sup>, 2023 through April 10<sup>th</sup>, 2023
6. Discuss and decide if the Council would like to see a quarterly report from Twin City Development
  - a. Review example provided to the City of Gering
7. Review Budget Financial Statements
  - a. January 2023
  - b. February 2023
  - c. March 2023
8. Discuss and decide on updated Franchise documents RE: Allo Update
9. Review, discuss, and decide on updated contract with the City of Scottsbluff for Street Sweeping

# City of Jerrytown

- a. Previous Contract
  - b. Proposed Contract
10. Review, discuss, and decide on updated contract with the City of Scottsbluff for Strip Painting
  - a. Previous Contract
  - b. Proposed Contract
11. Review, discuss, and decide on one way street from Country Club Road to Terry Blvd.
  - a. Matt Carpenter, Director of the Carpenter Center, would like to address Council on this topic.
12. Update, discussion and decision RE: Terry's Lake
13. Review document plans for the City Office
  - a. Give input and approval to authorize the Architect to proceed with Construction Documents.
  - b. Current Cost estimate for project which includes the building, sidewalk, and parking is \$656,160.00
14. Repeal Ordinance 476 to Ordinance 477 RE: **AN ORDINANCE OF THE CITY OF TERRYTOWN, NEBRASKA, CONCERNING RATES CHARGED FOR CITY-OWNED WATER AND SEWER UTILITIES, REPEALING PRIOR ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.**
15. Review, discuss, and approve additional amount for 911 Communications for radio maintenance.
16. Update from Police Chief, Kevin Spencer
17. Adjourn

# Village of Mason City

# Board of Trustees



Donna Hoblyn-Bittner—Clerk  
P.O. Box 46  
Mason City, NE 68855  
Office: 308-732-3311

received  
4/25/2023

TO: LARM MEMBERS

FROM: Village of Mason City

RE: Termination of LARM Membership

DATE: March 23, 2023

This memo shall serve as notification to the League Association of Risk-Management Members that the Village of Mason City will be terminating Membership in L.A.R.M.

The Village of Mason City is providing good stewardship by reviewing other insurance bids, so even after providing notice of termination, the Village of Mason City may decide to remain with LARM.

Sincerely,

Donna Hoblyn-Bittner, clerk



April 20, 2023

received  
4/25/2023

Dear Friends of Oregon Trail Days:

This year is the 102<sup>nd</sup> Annual Celebration of Oregon Trail Days July 13 through July 16. Once again, we are planning great fun, and traditional activities to celebrate the settling of Western Nebraska along the Oregon Trail.

Oregon Trail Days, with the help of a host of volunteers, will once again honor the families of earlier settlers of our area with the following fun events: the Kiddie Parade, International Food Fair and Rod and Custom Car Show on July 14, the Big Parade on Saturday, July 15, the Annual Western Art Show, Nebraska Championship CASI Chili Cook-off, a craft show, bicycle hill climb, five mile run, and live entertainment, among many other activities. Five Rocks amphitheater will be the location of the Chili Cook-off, Carnival, Corn Hole Tournament, and the Mud Volleyball Tournament.

The support of area businesses has always been a tremendous help in presenting these great activities. Donations by businesses make this four-day celebration possible, and we hope that you will consider donating once again to continue to make this Western Nebraska's best annual event.

If you have any questions or would like to have your business sponsor or participate in any events, please email me at OTD@allofiber.com.

Please detach and mail the form below to send in your contribution. Thank you very much!

Sincerely,

Rebecca Shields  
General Chairman  
Oregon Trail Days Association

Please send this form with your contribution to:  
Contribution: \$2,500\_\_\_\_, \$1,000\_\_\_\_, \$500\_\_\_\_,  
\$100\_\_\_\_, \$50\_\_\_\_, Other \_\_\_\_\_

OREGON TRAIL DAYS  
P O Box 334  
Gering, Nebraska 69341

received  
4/25/2023

Donor \_\_\_\_\_

Address \_\_\_\_\_

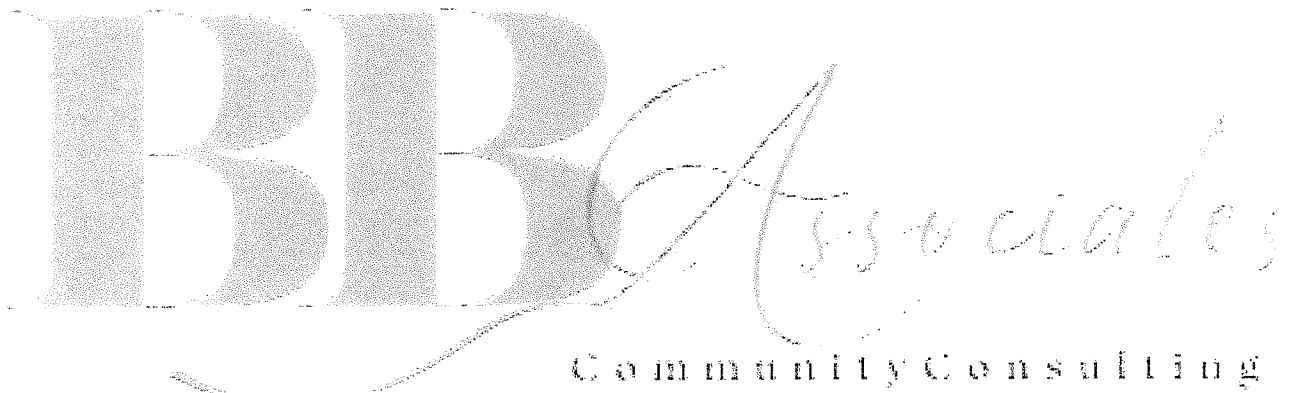
Credit Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_ Code No. \_\_\_\_\_

Signature \_\_\_\_\_

Please Print the Name on card: \_\_\_\_\_

Oregon Trail Days is an I.R.S. 501(c)(3) tax-exempt organization.

June 2023



An effective resource for your community to get the job done

Proposed By:  
**Michelle Coolidge**

Proposed To:  
**City of Terrytown**

# Introduction

BB Associates is a consulting business dedicated to furthering the development of rural Nebraska communities and the businesses that call those communities home. Too often, “experts” tell leaders what they “need” or what they should “want” for their community. BBA is founded in the core belief that the people of the community, whether they are elected leaders, volunteers, business owners, or residents, are the key to identifying what is best for the place where they live and work.

How do we do this:

- Qualitative interviews
- Qualitative focus groups
- Qualitative surveys

Michelle Coolidge, BBA Director, is a life-long resident of the Nebraska panhandle. Her background includes 10 years in elected municipal leadership, including the role of Mayor; economic and community development; work in the mortgage servicing industry; mediation and facilitation services; and higher ed administrative services. Her community involvement has included volunteering for community boards, church leadership, and local youth organizations. A recognized “Doer” and champion for the places everyone calls home, Michelle has used her background to connect needs to resources, navigate the limitations of budgets and legislation, and motivate groups to complete their projects.

# Services

## **Communication and Reporting -**

Ensuring we know what you want, and you know what we are doing to make it happen. Information to you when and where you need it. No guessing.

## **Location One Information Systems (LOIS) -**

National database of available sites and buildings for sale or lease to enable relocation or creation of new enterprises in the region; no cost and existing relationship to owner or realtor included to increase visibility

## **LB 840 Application Administration -**

Work as the applicant resource to ensure information requested by the city meets the economic development plan and facilitate a complete document compilation for city staff.

## **Business Retention and Expansion Visits**

Working with established businesses of all sizes in your community, gathering data requested by the State of Nebraska Department of Economic Development; identifying needs and trends employers and one-man shops are facing; coordinate resources as identified; reporting to the city in a constructive, confidential manner. This reinforces our commitment to qualitative reporting to keep you informed of the issues your business owners face and help them celebrate their successes.

# Services (cont.)

## RFP or RFI Responses -

With approved partnership, work with the State Department of Economic Development to respond to inquiries for industry location in the region based on available property, identified criteria, and demographic information

## Downtown Revitalization -

Identify available resources and programs to benefit a community in reimagining, improving, and energizing their downtown as they would envision - including bringing in outside resources for funding; leverage education, and expert programming

## Point of Contact for Unsolicited Request -

As a potential investor in your community makes a request for information regarding ED programs, incentives, location availability, initial vetting will help determine legitimate interest, saving your staff time

## Partnerships -

- Regional leadership and programming awareness and networking to maintain strong relationships with business owners, community leaders, vendors, and residents
- Project coordination - serve as the coordinator and information repository for both public and private organizations to ensure movement toward a goal and within an established timeline
- Business coaching - serve as direct contact for your community business owners to assist in identifying and connecting to resources and provide application assistance
- Facilitating business groups, associations, and chambers



# Deliverables

Communication is the biggest determinant of a successful relationship. You won't be left wondering what's happening. You can expect the following:

Written assessment of research

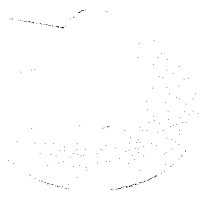
Regular updates - when and where you need it

Project-specific customized report

# Fees for Service

A specific scope of work will be presented based on your identified needs whether it be a la carte services or a full program.

Let's talk!



# Affiliations & Experience

## Certifications with Ongoing Training

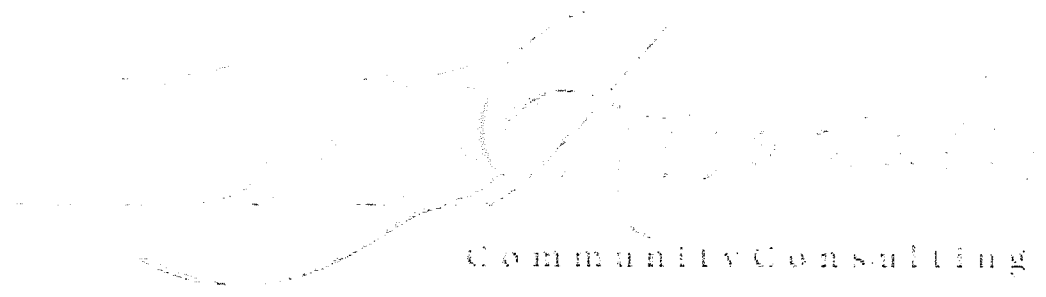
- Heartland Basic Economic Development (IEDC)
- Marketing and Attraction (IEDC)
- Nebraska Community Development Block Grant Administrator Certified (NDED)
- Destination Creation Training Facilitator (WNCC)

## Memberships

- Nebraska Economic Developers Association (NEDA)
- League of Nebraska Municipalities Associate Member (LONM)
- International Economic Development Council (IEDC)

## Experience Where it Matters

- Six years City Council, 4 years Mayor
- Western Nebraska Economic Development Municipal Chair
- Land Bank Consultant / Presenter to League
- LONM Small Communities Legislative Committee Member
- Leadership Certified Community (LCC) submission
- Economic Development Certified Community (EDCC) renewal
- Rural Workforce Housing Grant Administration
- Panhandle Area Development District Board Member
- Community Mediation and Facilitation Trained
- Public Accounting Budget Coordination



Thank You

*711 Avenue A, Bayard NE 69334*

*308-631-4803*

*michelle@bbaconsulting.net*



CITY OF TERRYTOWN  
Regular City Council Meeting  
April 13<sup>th</sup>, 2023

The City of Terrytown Council met on Thursday, April 13<sup>th</sup>, 2023, at 6:30 PM, for their regular monthly meeting at the Housing Partners of Western Nebraska Community Room, at 89A Woodley Park Road in the City of Terrytown. Notice of said meeting was published in the Scottsbluff Star-Herald according to Nebraska State Law. The meeting was called to order at 6:41 p.m. by Mayor, Chris Perales. Council Members present in person were Brandon Ettleman, Tyler Feil, Bill Fedorchik, and Mike Minzey. City Clerk Jennifer Mattern was present and took minutes.

The Pledge of Allegiance was recited by those in attendance. Mayor Perales pointed out the location of the poster for the Open Meetings Act, a copy which is also available on the City of Terrytown website.

Feil moved to approve Regular Council Meeting Minutes from March 9<sup>th</sup> Regular City Council meeting with the correction of duplicate seconds to a motion. Ettleman seconded the motion. Aye's: Feil, Ettleman, Fedorchik, and Minzey. Nay's: none. Motion carried.

Regular claims from March 7<sup>th</sup>, 2023 through April 10<sup>th</sup>, 2023 were presented, Mattern suggestion no action be taken as adjustments may need to be made within the new software.

Budget Financial Statements from January 2023 and February 2023 were presented but will be re-presented next month as may not be complete, again due to adjustments in the new software.

Resident Jess Walker – 16 Toluca Lane readdressed the council regarding his neighbor at 17 Toluca. He has largely addressed the issues between the properties by constructing a privacy fence. He asked whether his neighbor would be allowed to occupy the City's right of way. The council directed that Scottsbluff building development services be directed that fence permits not be granted without a license agreement from the City.

Mayor Perales spoke to the council regarding the need for Animal Control, which has gone unfilled since the Panhandle Humane Society notified that it would stop providing services in May of 2022. Local law enforcement agencies have been contracted none of which provide specialized training to their animal control positions. Sue Muehlbauer of 19 Crestview Road stated her husband may be interested in training an Animal Control Officer and would provide Mattern with his phone number. Ettleman moved to have the current part-time utility assistant continue in the current role for 90-day probationary period at the same rate of pay and 32 hours per week with the addition of the Animal Control responsibilities to his other duties. After the end of the probationary period the hours and rate of pay will be reviewed. Minzey seconded the motion. Aye's: Ettleman, Minzey, Fedorchik, and Feil. Nay's: none. Motion carried.

It was discussed that Animal Control will need equipment to serve the City and protect the Animal Control Officer. Feil moved to allow up to \$750.00 be used for purchasing equipment to be used for Animal Control. Fedorchik seconded the motion. Aye's: Fedorchik, Feil, Minzey, and Ettleman. Nay's: none. Motion carried.

Council considered the possibility of utilizing the land where the Water Tower to establish a park. Minzey stated he went to the location and it does not seem feasible for a park to be there as the land is very sloped. Utility Supervisor, Hugo Chairez said there is only about 100 ft by 100 ft. No members of the council voices strong support for the idea. No further action was taken.

Mayor Perales let the Council know the National Day of Prayer is May 4<sup>th</sup>, 2023. This year KCMR Radio Station will be hosting and it is an evening meal this year. He would like the Council to advise Mattern of attendance.

Mayor Perales requested Council presence at the April 22<sup>nd</sup>, 2023 Household Hazardous Waste Earth Day event and/or the Recycle your Cycle event. Perales, Fedorchik, and Ettleman plan to attend.

Colleen Johnson, representing the Old West Balloon Festival requested the council consider sponsoring the Old West Balloon Fest again this year. The Council would be able to do so through h Keno funds. She will be emailed the Keno Grant Request form for the Committee to review.

Mattern updated the Council regarding the single stream recycling program. Waste Connections has decided that removing the container is best for the area. There were pictures presented as to the materials that were being dumped in the container.

The Committee for investigation of possible purchase of Terry's Lake has not met

No update on the City office, update will be available next month.

Mattern update on new software, she let the council know that Accounts Payable is all set up and that the April meter readings should be billed through the new software as well. As in every transition, it has not been perfect, but staff has already noticed a huge improvement in the automation and synchronization of services.

Chief Spencer was not present for a Police Update.

Feil moved to adjourn the meeting at 7:56 p.m. Ettleman seconded the motion. Aye's: Ettleman, Fedorchik, Feil, and Minzey. Nay's: none. Motion carried.

### **HOUSING:**

**Rural Workforce Housing Fund:** Two houses have been sold which brings back project money into the fund leaving it at around \$70,000. Another house is on the market. Nine rehabilitation projects and three new construction projects are being funded. TCD has applied for another round of funding of \$1 million with a \$500,000 match. Gering and Scottsbluff have committed to \$200,000 each and Kimball has committed to \$100,000. The award date is in May.

**(WNED) Western Nebraska Economic Development:** had a housing workshop meeting with regional partners, organizations, and businesses.

**Northfield Haven:** The first two wings of the apartment complex for young adults with developmental disabilities are completed. The last section is anticipated to be completed by April. A contract with the Northfield Haven board has been approved. Tenants will be moving in soon.

### **WORKFORCE DEVELOPMENT**

**Communities 4 Kids:** had a site and buildings tour with core team members and a consultant group. Also had a meeting with local businesses to see how we can partner on expanding childcare in our area.

**Career Connections of Western Nebraska:** TCD is leading the charge of the group to work toward building the pipeline of students to local businesses. Business, organization, and school surveys have been sent out to gain insight on what is needed. Contact lists are being formed. Marketing efforts are underway.

**CareerLink (wehavejobs.net):** signed another one-year agreement to provide job posting services to area businesses. Posts to over 200 job boards.

### **BUSINESS RETENTION, EXPANSION, and ATTRACTION:**

**Business Pitch Competition:** work continues on a county-wide business workshop and pitch competition with Nebraska Business Development Center.

**Global Site Location Industries (contracted business attraction company):** a community tour was completed on March 16<sup>th</sup> which included visits to people in many different industries within our community and to available sites and buildings. A marketing campaign is underway with more than 4,000 emails sent to businesses across the country.

**Western NE Familiarization Tour:** Gave community tour to the state's director of international and business recruitment, western Nebraska development director, economic development consultant, business project manager, export consultant, and housing team.

**Location One Information Systems:** 3 new commercial buildings added, 2 new acreage sites added, 1 business only added.

**Business Assistance:** Mentored 7 individuals with business advisement: 4 business expansions, 3 business startups. Supported 10 business startups with new TCD business resource folders.

**Business Training:** Offered 42 free business training on our website for February (English and Spanish). Working with WNCC to discuss vision and strategy for developing business training and collaboration opportunities.

**Connecting Entrepreneurial Communities Conference:** Working with the City of Scottsbluff and the City of Gering to host the Connecting Entrepreneurial Communities Conference in 2024.

**Mobile Resource Office:** Working with panhandle resource partners on offering resource fairs and office hours.

**Project Drill (DED):** Submitted a proposal for Project Drill. A medical and aerospace manufacturing company looking to expand in NE. Will create 20 to 25 jobs in the next 5 years. Looking for a 10,000

to 20,000 sq ft building. Has ties to Scottsbluff/Gering area. Submitted one Scottsbluff property and two Gering properties.

**Project Expanding Exhibitory (GSLI):** Submitted proposal for Project Expanding Exhibitory. The company is seeking an existing building of around 25,000-50,000 sqft for a new manufacturing facility. The facility will be used to produce large-scale; tension-fabric exhibits for trade shows. At the facility, they will need 20-50 employees. The company is a manufacturer of Custom Fabric Exhibitory. They build 400-500 large-scale, tension-fabric exhibits each year for customers. They currently have 1 manufacturing facility on the east coast, and they are ready to expand operations. Submitted a Gering property.

**Project Many Metals (GSLI):** Submitted proposal for Project Many Metals. Looking to create 5 to 10 jobs. Packaging and Containers Manufacturer seeking a distribution/warehouse facility in the Southwest or Midwest region. The company develops and manufactures a variety of metal closures for glass jars and plastic containers. They are producers for some of the world's best-known consumer brands in food, beverages, and other industries. They currently have facilities in various countries, as well as 2 US manufacturing facilities. With recent acquisitions, expanding operations became necessary. Submitted a Gering property.

**BUDGET REPORT**  
**CALENDAR 1/2023, FISCAL 4/2023**

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
100-100-6010	SALARIES	135,699.00	14,386.82	64,036.99	47.19	71,662.01
100-100-6110	FICA CITY SHARE	13,570.00	1,043.26	15,944.57	117.50	2,374.57-
100-100-6150	EMPLOYEE BENEFITS	56,112.00	5,712.01	21,799.18	38.85	34,312.82
100-100-6170	PAYROLL TAX - OTHER	2,800.00	10,613.55	17,573.82	627.64	14,773.82-
100-100-6210	DUES AND MEMBERSHIPS	5,000.00	.00	2,377.70	47.55	2,622.30
100-100-6331	GAS AND OIL	3,996.00	611.03	3,425.83	85.73	570.17
100-100-6350	REPAIRS AND MAINTENANCE	30,000.00	1,302.61	9,283.38	30.94	20,716.62
100-100-6351	GIS SYSTEM	.00	.00	.00	.00	.00
100-100-6371	UTILITIES	5,616.00	755.43	1,238.71	22.06	4,377.29
100-100-6373	TELEPHONE	6,696.00	450.69	1,812.25	27.06	4,883.75
100-100-6407	ENGINEERING	7,000.00	.00	1,700.00	24.29	5,300.00
100-100-6408	INSURANCE	21,600.00	.00	530.00	2.45	21,070.00
100-100-6411	LEGAL AND ACCOUNTING	70,000.00	14,515.00	47,625.78	68.04	22,374.22
100-100-6413	LABOR	5,000.00	.00	.00	.00	5,000.00
100-100-6414	PUBLICATIONS	4,500.00	165.76	532.51	11.83	3,967.49
100-100-6415	RENT	14,000.00	2,423.16	6,057.82	43.27	7,942.18
100-100-6418	SALES TAX EXPENSE	.00	.00	.00	.00	.00
100-100-6490	COMMUNITY BETTERMENT	18,000.00	276.90	2,606.90	14.48	15,393.10
100-100-6491	LAB FEES	.00	.00	.00	.00	.00
100-100-6492	PEST CONTROL	8,640.00	.00	1,125.00	13.02	7,515.00
100-100-6497	CODE ENFORCEMENT OFFICER	19,440.00	.00	.00	.00	19,440.00
100-100-6499	POLICE LABOR	140,400.00	21,666.66	32,499.99	23.15	107,900.01
100-100-6506	OFFICE EXPENSE	9,720.00	893.75	5,727.77	58.93	3,992.23
100-100-6507	SUPPLIES	7,560.00	2,219.18	3,202.88	42.37	4,357.12
100-100-6599	MISCELLANEOUS	5,000.00	1,913.00	2,810.69	56.21	2,189.31
100-100-6710	CAPITAL OUTLAY	1,124,000.00	.00	.00	.00	1,124,000.00
100-100-6750	COUNTY COMM CTR INTERLOCAL	15,000.00	.00	.00	.00	15,000.00
100-100-6800	CONTIGENCY	200,000.00	.00	.00	.00	200,000.00
100-100-6801	DEBT SERVICE	4,000.00	.00	.00	.00	4,000.00
100-100-6802	DEBT RETIREMENT	125,000.00	.00	.00	.00	125,000.00
100-100-6810	DEPRECIATION GENERAL	.00	.00	923.40	.00	923.40-
100-100-6911	Garnishment	.00	.00	.00	.00	.00
	<b>GENERAL TOTAL</b>	<b>2,058,349.00</b>	<b>78,948.81</b>	<b>242,835.17</b>	<b>11.80</b>	<b>1,815,513.83</b>
100-910-6910	TRANSFERS OUT	34,000.00	.00	.00	.00	34,000.00
	<b>TRANSFERS TOTAL</b>	<b>34,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>34,000.00</b>
100-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
	<b>PROFIT HANDLER TOTAL</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
	<b>GENERAL TOTAL</b>	<b>2,092,349.00</b>	<b>78,948.81</b>	<b>242,835.17</b>	<b>11.61</b>	<b>1,849,513.83</b>



**BUDGET REPORT**  
**CALENDAR 1/2023, FISCAL 4/2023**

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
110-110-6010	SALARIES	45,427.00	5,605.76	17,601.78	38.75	27,825.22
110-110-6110	FICA CITY SHARE	4,543.00	371.39	801.09	17.63	3,741.91
110-110-6150	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00
110-110-6210	DUES AND MEMBERSHIPS	.00	.00	.00	.00	.00
110-110-6331	GAS AND OIL	108.00	151.94	151.94	140.69	43.94-
110-110-6350	REPAIRS AND MAINTENANCE	50,000.00	3,060.20	7,254.80	14.51	42,745.20
110-110-6371	UTILITIES	37,800.00	4,595.72	8,630.76	22.83	29,169.24
110-110-6373	TELEPHONE	.00	.00	.00	.00	.00
110-110-6407	ENGINEERING	2,500.00	.00	.00	.00	2,500.00
110-110-6408	INSURANCE	1,512.00	.00	.00	.00	1,512.00
110-110-6411	LEGAL AND ACCOUNTING	.00	.00	.00	.00	.00
110-110-6414	PUBLICATIONS	.00	.00	.00	.00	.00
110-110-6417	LAND LEASE	.00	.00	.00	.00	.00
110-110-6491	LAB FEES	.00	.00	.00	.00	.00
110-110-6492	PEST CONTROL	.00	.00	.00	.00	.00
110-110-6499	CONTRACT LABOR	.00	.00	.00	.00	.00
110-110-6506	OFFICE EXPENSE	540.00	.00	.00	.00	540.00
110-110-6507	SUPPLIES	1,080.00	.00	.00	.00	1,080.00
110-110-6599	MISCELLANEOUS	500.00	.00	.00	.00	500.00
110-110-6710	CAPITAL OUTLAY	1,370,000.00	.00	.00	.00	1,370,000.00
110-110-6727	STREET SIGNS	3,000.00	.00	.00	.00	3,000.00
110-110-6761	STREET IMPROVEMENTS	.00	.00	.00	.00	.00
110-110-6800	CONTIGENCY	50,000.00	.00	.00	.00	50,000.00
110-110-6810	DEPRECIATION - STREET	.00	.00	7,589.49	.00	7,589.49-
	<b>STREET TOTAL</b>	<b>1,567,010.00</b>	<b>13,785.01</b>	<b>42,029.86</b>	<b>2.68</b>	<b>1,524,980.14</b>
110-910-6910	TRANSFERS OUT	.00	.00	.00	.00	.00
	<b>TRANSFERS TOTAL</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
110-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
	<b>PROFIT HANDLER TOTAL</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
	<b>STREET TOTAL</b>	<b>1,567,010.00</b>	<b>13,785.01</b>	<b>42,029.86</b>	<b>2.68</b>	<b>1,524,980.14</b>
120-120-6210	DUES AND MEMBERSHIPS	.00	.00	.00	.00	.00
120-120-6331	GAS AND OIL	.00	.00	.00	.00	.00
120-120-6350	REPAIRS AND MAINTENANCE	.00	.00	1,425.27-	.00	1,425.27
120-120-6371	UTILITIES	.00	.00	217.96	.00	217.96-
120-120-6411	LEGAL AND ACCOUNTING	2,000.00	.00	.00	.00	2,000.00
120-120-6490	COMMUNITY BETTERMENT	44,000.00	.00	250.00	.57	43,750.00
120-120-6506	OFFICE EXPENSE	300.00	.00	.00	.00	300.00
120-120-6599	MISCELLANEOUS	3,000.00	.00	.00	.00	3,000.00

**BUDGET REPORT**  
**CALENDAR 1/2023, FISCAL 4/2023**

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
120-120-6600	KENO PAYOUTS	431,000.00	.00	.00	.00	431,000.00
120-120-6601	OPERATORS SHARE	46,000.00	.00	.00	.00	46,000.00
120-120-6602	KENO CONTRACTORS SHARE	37,500.00	.00	.00	.00	37,500.00
120-120-6603	KENO STATE TAX	17,250.00	.00	.00	.00	17,250.00
120-120-6800	CONTIGENCY	400,000.00	.00	.00	.00	400,000.00
	<b>KENO TOTAL</b>	<b>981,050.00</b>	<b>.00</b>	<b>957.31-</b>	<b>.10-</b>	<b>982,007.31</b>
120-910-6910	TRANSFERS OUT	.00	.00	.00	.00	.00
	<b>TRANSFERS TOTAL</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
120-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
	<b>PROFIT HANDLER TOTAL</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
	<b>KENO TOTAL</b>	<b>981,050.00</b>	<b>.00</b>	<b>957.31-</b>	<b>.10-</b>	<b>982,007.31</b>
130-130-6010	SALARIES	29,120.00	2,881.53	22,511.12	77.30	6,608.88
130-130-6110	FICA CITY SHARE	2,912.00	220.45	1,623.95	55.77	1,288.05
130-130-6150	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00
130-130-6210	DUES AND MEMBERSHIPS	500.00	.00	.00	.00	500.00
130-130-6331	GAS AND OIL	.00	.00	.00	.00	.00
130-130-6350	REPAIRS AND MAINTENANCE	43,200.00	77.97	13,380.94	30.97	29,819.06
130-130-6371	UTILITIES	12,960.00	724.75	1,768.48	13.65	11,191.52
130-130-6373	TELEPHONE	.00	.00	.00	.00	.00
130-130-6407	ENGINEERING	2,500.00	.00	1,000.00	40.00	1,500.00
130-130-6408	INSURANCE	6,480.00	.00	.00	.00	6,480.00
130-130-6411	LEGAL AND ACCOUNTING	.00	.00	.00	.00	.00
130-130-6414	PUBLICATIONS	1,500.00	.00	.00	.00	1,500.00
130-130-6417	LAND LEASE	5,400.00	876.00	2,628.00	48.67	2,772.00
130-130-6418	SALES TAX EXPENSE	1,200.00	.00	195.19	16.27	1,004.81
130-130-6491	LAB FEES	1,404.00	63.66	265.98	18.94	1,138.02
130-130-6499	CONTRACT LABOR	.00	.00	.00	.00	.00
130-130-6503	COST OF WATER	113,400.00	3,505.06	10,500.22	9.26	102,899.78
130-130-6506	OFFICE EXPENSE	.00	16,830.00	17,362.65	.00	17,362.65-
130-130-6507	SUPPLIES	1,620.00	.00	.00	.00	1,620.00
130-130-6599	MISCELLANEOUS	3,300.00	.00	73.28	2.22	3,226.72
130-130-6710	CAPITAL OUTLAY	90,000.00	.00	.00	.00	90,000.00
130-130-6800	CONTIGENCY	100,000.00	.00	.00	.00	100,000.00
130-130-6801	DEBT SERVICE	324,000.00	.00	10,212.79	3.15	313,787.21
130-130-6810	DEPRECIATION	.00	.00	27,000.96	.00	27,000.96-
130-130-6899	AMORTIZATION OF LOAN FEES	.00	.00	.00	.00	.00
	<b>WATER TOTAL</b>	<b>739,496.00</b>	<b>25,179.42</b>	<b>108,523.56</b>	<b>14.68</b>	<b>630,972.44</b>

**BUDGET REPORT**  
**CALENDAR 1/2023, FISCAL 4/2023**

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
130-910-6910	TRANSFERS OUT	.00	.00	.00	.00	.00
	TRANSFERS TOTAL	.00	.00	.00	.00	.00
130-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
	PROFIT HANDLER TOTAL	.00	.00	.00	.00	.00
	WATER TOTAL	739,496.00	25,179.42	108,523.56	14.68	630,972.44
140-140-6371	UTILITIES	.00	.00	.00	.00	.00
140-140-6414	PUBLICATIONS	.00	.00	.00	.00	.00
140-140-6810	DEPRECIATION	.00	.00	365.85	.00	365.85-
	ELECTRIC TOTAL	.00	.00	365.85	.00	365.85-
140-910-6910	TRANSFERS OUT	85,000.00	.00	.00	.00	85,000.00
	TRANSFERS TOTAL	85,000.00	.00	.00	.00	85,000.00
140-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
	PROFIT HANDLER TOTAL	.00	.00	.00	.00	.00
	ELECTRIC TOTAL	85,000.00	.00	365.85	.43	84,634.15
150-150-6010	SALARIES	22,714.00	2,127.25	9,451.23	41.61	13,262.77
150-150-6110	FICA CITY SHARE	2,271.00	162.68	620.75	27.33	1,650.25
150-150-6150	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00
150-150-6210	DUES AND MEMBERSHIPS	.00	.00	.00	.00	.00
150-150-6331	GAS AND OIL	1,620.00	.00	.00	.00	1,620.00
150-150-6350	REPAIRS AND MAINTENANCE	25,000.00	93,379.00	106,761.80	427.05	81,761.80-
150-150-6371	UTILITIES	6,048.00	479.49	1,563.25	25.85	4,484.75
150-150-6373	TELEPHONE	.00	.00	.00	.00	.00
150-150-6407	ENGINEERING	5,000.00	.00	10,217.34	204.35	5,217.34-
150-150-6408	INSURANCE	5,400.00	.00	.00	.00	5,400.00
150-150-6411	LEGAL AND ACCOUNTING	.00	.00	.00	.00	.00
150-150-6413	TRASH COLLECTION	93,450.00	7,305.41	29,360.54	31.42	64,089.46
150-150-6414	PUBLICATIONS	200.00	.00	.00	.00	200.00
150-150-6417	LAND LEASE	1,800.00	300.00	900.00	50.00	900.00

**BUDGET REPORT**  
**CALENDAR 1/2023, FISCAL 4/2023**

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
150-150-6418	SALES TAX EXPENSE	.00	.00	.00	.00	.00
150-150-6491	LAB FEES	4,536.00	215.00	1,290.00	28.44	3,246.00
150-150-6495	SEWER USE - SCOTTSBLUFF	167,400.00	.00	27,049.62	16.16	140,350.38
150-150-6499	CONTRACT LABOR	.00	.00	.00	.00	.00
150-150-6507	SUPPLIES	540.00	.00	.00	.00	540.00
150-150-6599	MISCELLANEOUS	1,000.00	68.52	2,162.04	216.20	1,162.04-
150-150-6710	CAPITAL OUTLAY	635,000.00	.00	.00	.00	635,000.00
150-150-6800	CONTIGENCY	50,000.00	.00	.00	.00	50,000.00
150-150-6810	DEPRECIATION	.00	.00	4,908.48	.00	4,908.48-
	<b>SEWER TOTAL</b>	<b>1,021,979.00</b>	<b>104,037.35</b>	<b>194,285.05</b>	<b>19.01</b>	<b>827,693.95</b>
150-910-6910	TRANSFERS OUT	45,000.00	.00	.00	.00	45,000.00
	<b>TRANSFERS TOTAL</b>	<b>45,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>45,000.00</b>
150-999-9999	PROFIT HANDLER	.00	.00	.00	.00	.00
	<b>PROFIT HANDLER TOTAL</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
	<b>SEWER TOTAL</b>	<b>1,066,979.00</b>	<b>104,037.35</b>	<b>194,285.05</b>	<b>18.21</b>	<b>872,693.95</b>
	<b>TOTAL EXPENSES</b>	<b>6,531,884.00</b>	<b>221,950.59</b>	<b>587,082.18</b>	<b>8.99</b>	<b>5,944,801.82</b>

**REVENUE REPORT**  
**CALENDAR 1/2023, FISCAL 4/2023**

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
100-100-4000	PROPERTY TAXES	115,000.00	12,496.00	13,346.24	11.61	101,653.76
100-100-4010	NPPD 5% GROSS REVENUE	8,000.00	6,389.06	6,389.06	79.86	1,610.94
100-100-4060	FRANCHISE TAX	8,500.00	3,175.09	4,393.51	51.69	4,106.49
100-100-4070	IN LIEU TAX	1,500.00	.00	.00	.00	1,500.00
100-100-4100	LIQUOR LICENSES	1,000.00	.00	1,534.36	153.44	534.36-
100-100-4120	BUILDING PERMITS	.00	.00	.00	.00	.00
100-100-4180	LICENSES AND PERMITS	.00	.00	.00	.00	.00
100-100-4190	DOG LICENSES	.00	.00	.00	.00	.00
100-100-4300	INTEREST INCOME	5,000.00	106.91	115.44	2.31	4,884.56
100-100-4301	FINANCE CHARGE BILLED	5,000.00	.00	.00	.00	5,000.00
100-100-4433	MUNICIPAL EQUALIZATION	162,972.00	.00	28,674.65	17.59	134,297.35
100-100-4434	HOMESTEAD EXEMPTION	7,000.00	.00	.00	.00	7,000.00
100-100-4440	GRANT INCOME	.00	.00	.00	.00	.00
100-100-4500	MOTOR VEHICLE FEE	6,000.00	.00	.00	.00	6,000.00
100-100-4501	PRORATE MOTOR VEHICLE	100.00	.00	.00	.00	100.00
100-100-4560	SALES TAX REVENUE	51,000.00	3,311.43	15,875.32	31.13	35,124.68
100-100-4700	MISCELLANEOUS INCOME	3,000.00	2,662.90	18,028.53	600.95	15,028.53-
100-100-4720	INSURANCE PROCEEDS	.00	162.79	162.79	.00	162.79-
100-100-4820	LOAN PROCEEDS	28,000.00	.00	.00	.00	28,000.00
100-910-4830	TRANSFERS IN	130,000.00	.00	.00	.00	130,000.00
	<b>GENERAL TOTAL</b>	<b>532,072.00</b>	<b>28,304.18</b>	<b>88,519.90</b>	<b>16.64</b>	<b>443,552.10</b>
110-110-4300	INTEREST INCOME	8,500.00	576.09	2,387.49	28.09	6,112.51
110-110-4430	HIGHWAY ALLOCATION	125,762.00	12,575.51	45,426.11	36.12	80,335.89
110-110-4431	HIGHWAY INCENTIVE	3,000.00	.00	.00	.00	3,000.00
110-110-4432	MOTOR VEHICLE TAX	7,000.00	397.10	4,009.77	57.28	2,990.23
110-110-4700	MISCELLANEOUS INCOME	3,500.00	.00	.00	.00	3,500.00
110-110-4820	LOAN PROCEEDS	700,000.00	.00	.00	.00	700,000.00
110-910-4830	TRANSFERS IN	34,000.00	.00	.00	.00	34,000.00
	<b>STREET TOTAL</b>	<b>881,762.00</b>	<b>13,548.70</b>	<b>51,823.37</b>	<b>5.88</b>	<b>829,938.63</b>
120-120-4300	INTEREST INCOME	4,200.00	.00	651.16	15.50	3,548.84
120-120-4600	KENO REVENUE	575,000.00	.00	.00	.00	575,000.00
120-120-4700	MISCELLANEOUS INCOME	.00	.00	1,790.27	.00	1,790.27-
120-120-4720	INSURANCE PROCEEDS	.00	.00	.00	.00	.00
120-910-4830	TRANSFERS IN	.00	.00	.00	.00	.00
	<b>KENO TOTAL</b>	<b>579,200.00</b>	<b>.00</b>	<b>2,441.43</b>	<b>.42</b>	<b>576,758.57</b>
130-130-4300	INTEREST INCOME	3,000.00	.00	651.25	21.71	2,348.75
130-130-4440	GRANT INCOME	750,000.00	.00	.00	.00	750,000.00
130-130-4500	WATER SALES	285,600.00	16,266.92	76,176.12	26.67	209,423.88
130-130-4505	GARBAGE SALES	.00	.00	.00	.00	.00

**REVENUE REPORT**  
**CALENDAR 1/2023, FISCAL 4/2023**

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
130-130-4511	WATER METER SALES	.00	.00	.00	.00	.00
130-130-4560	SALES TAX COLLECTION FEE-WATER	420.00	.00	81.30	19.36	338.70
130-130-4700	MISCELLANEOUS INCOME	2,000.00	.00	70.00	3.50	1,930.00
130-130-4720	INSURANCE PROCEEDS	.00	.00	.00	.00	.00
130-910-4830	TRANSFERS IN	.00	.00	.00	.00	.00
	<b>WATER TOTAL</b>	<b>1,041,020.00</b>	<b>16,266.92</b>	<b>76,978.67</b>	<b>7.39</b>	<b>964,041.33</b>
140-140-4300	INTEREST INCOME	500.00	400.32	1,586.29	317.26	1,086.29
140-140-4520	LEASE TO NPPD	85,000.00	.00	18,556.69	21.83	66,443.31
140-910-4830	TRANSFERS IN	.00	.00	.00	.00	.00
	<b>ELECTRIC TOTAL</b>	<b>85,500.00</b>	<b>400.32</b>	<b>20,142.98</b>	<b>23.56</b>	<b>65,357.02</b>
150-150-4300	INTEREST INCOME	2,500.00	1,339.84	5,916.81	236.67	3,416.81
150-150-4500	SEWER INCOME	368,550.00	22,199.28	98,780.05	26.80	269,769.95
150-150-4501	SEWER LINE FEES	12,600.00	.00	3,795.00	30.12	8,805.00
150-150-4502	STORM SEWER SURCHARGE	7,350.00	.00	2,335.00	31.77	5,015.00
150-150-4505	GARBAGE SALES	115,500.00	7,354.91	31,850.94	27.58	83,649.06
150-150-4700	MISCELLANEOUS INCOME	300.00	.00	.00	.00	300.00
150-150-4720	INSURANCE PROCEEDS	.00	.00	.00	.00	.00
150-150-4820	LOAN PROCEEDS	270,000.00	.00	.00	.00	270,000.00
150-910-4830	TRANSFERS IN	.00	.00	.00	.00	.00
	<b>SEWER TOTAL</b>	<b>776,800.00</b>	<b>30,894.03</b>	<b>142,677.80</b>	<b>18.37</b>	<b>634,122.20</b>
	<b>TOTAL OF ALL REVENUE</b>	<b>3,896,354.00</b>	<b>89,414.15</b>	<b>382,584.15</b>	<b>9.82</b>	<b>3,513,769.85</b>

**REVENUE REPORT**  
**CALENDAR 1/2023, FISCAL 4/2023**

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
100-100-4000	PROPERTY TAXES	115,000.00	12,496.00	13,346.24	11.61	101,653.76
100-100-4010	NPPD 5% GROSS REVENUE	8,000.00	6,389.06	6,389.06	79.86	1,610.94
100-100-4060	FRANCHISE TAX	8,500.00	3,175.09	4,393.51	51.69	4,106.49
100-100-4070	IN LIEU TAX	1,500.00	.00	.00	.00	1,500.00
100-100-4100	LIQUOR LICENSES	1,000.00	.00	1,534.36	153.44	534.36-
100-100-4120	BUILDING PERMITS	.00	.00	.00	.00	.00
100-100-4180	LICENSES AND PERMITS	.00	.00	.00	.00	.00
100-100-4190	DOG LICENSES	.00	.00	.00	.00	.00
100-100-4300	INTEREST INCOME	5,000.00	106.91	115.44	2.31	4,884.56
100-100-4301	FINANCE CHARGE BILLED	5,000.00	.00	.00	.00	5,000.00
100-100-4433	MUNICIPAL EQUALIZATION	162,972.00	.00	28,674.65	17.59	134,297.35
100-100-4434	HOMESTEAD EXEMPTION	7,000.00	.00	.00	.00	7,000.00
100-100-4440	GRANT INCOME	.00	.00	.00	.00	.00
100-100-4500	MOTOR VEHICLE FEE	6,000.00	.00	.00	.00	6,000.00
100-100-4501	PRORATE MOTOR VEHICLE	100.00	.00	.00	.00	100.00
100-100-4560	SALES TAX REVENUE	51,000.00	3,311.43	15,875.32	31.13	35,124.68
100-100-4700	MISCELLANEOUS INCOME	3,000.00	2,662.90	18,028.53	600.95	15,028.53-
100-100-4720	INSURANCE PROCEEDS	.00	162.79	162.79	.00	162.79-
100-100-4820	LOAN PROCEEDS	28,000.00	.00	.00	.00	28,000.00
100-910-4830	TRANSFERS IN	130,000.00	.00	.00	.00	130,000.00
	<b>GENERAL TOTAL</b>	<b>532,072.00</b>	<b>28,304.18</b>	<b>88,519.90</b>	<b>16.64</b>	<b>443,552.10</b>
110-110-4300	INTEREST INCOME	8,500.00	576.09	2,387.49	28.09	6,112.51
110-110-4430	HIGHWAY ALLOCATION	125,762.00	12,575.51	45,426.11	36.12	80,335.89
110-110-4431	HIGHWAY INCENTIVE	3,000.00	.00	.00	.00	3,000.00
110-110-4432	MOTOR VEHICLE TAX	7,000.00	397.10	4,009.77	57.28	2,990.23
110-110-4700	MISCELLANEOUS INCOME	3,500.00	.00	.00	.00	3,500.00
110-110-4820	LOAN PROCEEDS	700,000.00	.00	.00	.00	700,000.00
110-910-4830	TRANSFERS IN	34,000.00	.00	.00	.00	34,000.00
	<b>STREET TOTAL</b>	<b>881,762.00</b>	<b>13,548.70</b>	<b>51,823.37</b>	<b>5.88</b>	<b>829,938.63</b>
120-120-4300	INTEREST INCOME	4,200.00	.00	651.16	15.50	3,548.84
120-120-4600	KENO REVENUE	575,000.00	.00	.00	.00	575,000.00
120-120-4700	MISCELLANEOUS INCOME	.00	.00	1,790.27	.00	1,790.27-
120-120-4720	INSURANCE PROCEEDS	.00	.00	.00	.00	.00
120-910-4830	TRANSFERS IN	.00	.00	.00	.00	.00
	<b>KENO TOTAL</b>	<b>579,200.00</b>	<b>.00</b>	<b>2,441.43</b>	<b>.42</b>	<b>576,758.57</b>
130-130-4300	INTEREST INCOME	3,000.00	.00	651.25	21.71	2,348.75
130-130-4440	GRANT INCOME	750,000.00	.00	.00	.00	750,000.00
130-130-4500	WATER SALES	285,600.00	16,266.92	76,176.12	26.67	209,423.88
130-130-4505	GARBAGE SALES	.00	.00	.00	.00	.00

**REVENUE REPORT**  
**CALENDAR 1/2023, FISCAL 4/2023**

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
130-130-4511	WATER METER SALES	.00	.00	.00	.00	.00
130-130-4560	SALES TAX COLLECTION FEE-WATER	420.00	.00	81.30	19.36	338.70
130-130-4700	MISCELLANEOUS INCOME	2,000.00	.00	70.00	3.50	1,930.00
130-130-4720	INSURANCE PROCEEDS	.00	.00	.00	.00	.00
130-910-4830	TRANSFERS IN	.00	.00	.00	.00	.00
	<b>WATER TOTAL</b>	<b>1,041,020.00</b>	<b>16,266.92</b>	<b>76,978.67</b>	<b>7.39</b>	<b>964,041.33</b>
140-140-4300	INTEREST INCOME	500.00	400.32	1,586.29	317.26	1,086.29-
140-140-4520	LEASE TO NPPD	85,000.00	.00	18,556.69	21.83	66,443.31
140-910-4830	TRANSFERS IN	.00	.00	.00	.00	.00
	<b>ELECTRIC TOTAL</b>	<b>85,500.00</b>	<b>400.32</b>	<b>20,142.98</b>	<b>23.56</b>	<b>65,357.02</b>
150-150-4300	INTEREST INCOME	2,500.00	1,339.84	5,916.81	236.67	3,416.81-
150-150-4500	SEWER INCOME	368,550.00	22,199.28	98,780.05	26.80	269,769.95
150-150-4501	SEWER LINE FEES	12,600.00	.00	3,795.00	30.12	8,805.00
150-150-4502	STORM SEWER SURCHARGE	7,350.00	.00	2,335.00	31.77	5,015.00
150-150-4505	GARBAGE SALES	115,500.00	7,354.91	31,850.94	27.58	83,649.06
150-150-4700	MISCELLANEOUS INCOME	300.00	.00	.00	.00	300.00
150-150-4720	INSURANCE PROCEEDS	.00	.00	.00	.00	.00
150-150-4820	LOAN PROCEEDS	270,000.00	.00	.00	.00	270,000.00
150-910-4830	TRANSFERS IN	.00	.00	.00	.00	.00
	<b>SEWER TOTAL</b>	<b>776,800.00</b>	<b>30,894.03</b>	<b>142,677.80</b>	<b>18.37</b>	<b>634,122.20</b>
	<b>TOTAL OF ALL REVENUE</b>	<b>3,896,354.00</b>	<b>89,414.15</b>	<b>382,584.15</b>	<b>9.82</b>	<b>3,513,769.85</b>



**BALANCE SHEET**  
**CALENDAR 1/2023, FISCAL 4/2023**

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
100-000-1110	CASH - GENERAL	38,155.64-	276,264.68-
110-000-1110	CASH - STREET	117.36-	390,626.30
120-000-1110	CASH - KENO		167.91-
130-000-1110	CASH - WATER	8,438.74-	99,838.15-
140-000-1110	CASH - ELECTRIC	400.32	273,038.91
150-000-1110	CASH - SEWER	73,149.87-	912,503.74
	CASH TOTAL	119,461.29-	1,199,898.21
100-000-1112	CASH - ARPA FUNDS		103,593.73
	CASH TOTAL	.00	103,593.73
120-000-1115	CASH - KENO CHECKING		4,017.04
	CASH TOTAL	.00	4,017.04
130-000-1117	CASH - WATER EMERGENCY RESERVE		4,840.93
	CASH TOTAL	.00	4,840.93
100-000-1120	PETTY CASH ON HAND		300.00
	PETTY CASH TOTAL	.00	300.00
100-000-1170	CD #7016339 - GENERAL	106.91	329,256.63
120-000-1170	CD #7012721 - KENO		200,000.00
120-000-1171	CD #7012722 - KENO		200,000.00
130-000-1170	CD #7020386 - WATER		150,000.00
150-000-1170	CD #7020386 - SEWER		50,000.00
	CDs TOTAL	106.91	929,256.63
130-000-1171	CD #XX50140 - WATER		278,885.63
150-000-1171	CD #XX50140 - SEWER		92,961.88
	CD TOTAL	.00	371,847.51
130-000-1172	CD #XX60140 - WATER		108,443.98
150-000-1172	CD #XX60140 - SEWER		36,147.99
	CD TOTAL	.00	144,591.97

**BALANCE SHEET**  
**CALENDAR 1/2023, FISCAL 4/2023**

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BALANCE	YTD BALANCE
	TOTAL CASH	119,354.38-	2,758,346.02

**BUDGET REPORT**  
**CALENDAR 1/2023, FISCAL 4/2023**

PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	GENERAL TOTAL	2,092,349.00	78,948.81	242,835.17	11.61	1,849,513.83
	STREET TOTAL	1,567,010.00	13,785.01	42,029.86	2.68	1,524,980.14
	KENO TOTAL	981,050.00	.00	957.31-	.10-	982,007.31
	WATER TOTAL	739,496.00	25,179.42	108,523.56	14.68	630,972.44
	ELECTRIC TOTAL	85,000.00	.00	365.85	.43	84,634.15
	SEWER TOTAL	1,066,979.00	104,037.35	194,285.05	18.21	872,693.95
	TOTAL EXPENSES BY FUND	6,531,884.00	221,950.59	587,082.18	8.99	5,944,801.82

**REVENUE REPORT**  
**CALENDAR 1/2023, FISCAL 4/2023**

**PCT OF FISCAL YTD 33.3%**

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	532,072.00	28,304.18	88,519.90	16.64	443,552.10
	STREET TOTAL	881,762.00	13,548.70	51,823.37	5.88	829,938.63
	KENO TOTAL	579,200.00	.00	2,441.43	.42	576,758.57
	WATER TOTAL	1,041,020.00	16,266.92	76,978.67	7.39	964,041.33
	ELECTRIC TOTAL	85,500.00	400.32	20,142.98	23.56	65,357.02
	SEWER TOTAL	776,800.00	30,894.03	142,677.80	18.37	634,122.20
	TOTAL REVENUE BY FUND	<u>3,896,354.00</u>	<u>89,414.15</u>	<u>382,584.15</u>	<u>9.82</u>	<u>3,513,769.85</u>

**TREASURER'S REPORT**  
**CALENDAR 1/2023, FISCAL 4/2023**

FUND#	TITLE	LAST MONTH CASH BALANCE	REVENUES	EXPENSES	LIABILITY BALANCE	THIS MONTH CASH BALANCE
100	GENERAL	229,847.44	28,304.18	78,948.81	38,368.44	191,798.71
110	STREET	693,552.93	13,548.70	13,785.01	11,213.47-	693,435.57
120	KENO	401,885.31			108.98	401,885.31
130	WATER	3,605,090.04	16,266.92	25,179.42	1,469,049.75	3,596,651.30
140	ELECTRIC	294,950.44	400.32			295,350.76
150	SEWER	1,581,464.19	30,894.03	104,037.35	7,916.91	1,508,314.32
Report Total		6,806,790.35	89,414.15	221,950.59	1,504,230.61	6,687,435.97



City of Terrytown  
116 Terry Blvd.  
Gering, NE 69341  
Attn: City Clerk

Re: **ALLO Reorganization**

To Whom It May Concern:

I write regarding the assignment consent requirements found within the Franchise Agreement between City of Terrytown, Nebraska and ALLO Twin Cities, LLC dated February 4, 2010, as amended by the Assignment Agreement dated May 30, 2017. ("Agreement").

In connection with a proposed financing, ALLO intends to enter into various transactions to effectuate an internal reorganization of its corporate entity structure, which will include (i) the assignment of the Agreement to ALLO Asset Entity 1, LLC (the "Assignee Subsidiary"), a subsidiary that is wholly-owned and controlled by ALLO Communications LLC and (ii) the appointment of ALLO Communications LLC by the Assignee Subsidiary to act as its agent and perform all of its obligations under the Agreement (collectively, the "Transaction"). Under the Agreement, the Transaction may trigger a requirement that ALLO seek your consent and/or waiver of termination rights. The terms of the Agreement will not be altered in any way and ALLO's business with you will not be impacted by Transaction. We look forward continuing our relationship with your organization.

ALLO hereby requests you promptly provide your consent, if practical, by May 1, 2023, to the Transaction and waiver of termination rights that may result from the Transaction. Please provide your consent by signing, dating and returning by email to [Andrew.vinton@allofiber.com](mailto:Andrew.vinton@allofiber.com) the acknowledgement form included with this Letter.

If you have any questions, please do not hesitate to contact me. I can be reached at [Andrew.vinton@allofiber.com](mailto:Andrew.vinton@allofiber.com) or (402) 781-4698.

Sincerely,

Andrew Vinton  
Legal Counsel  
ALLO Communications LLC



ACKNOWLEDGEMENT AND CONSENT

I hereby acknowledge and consent to the Transaction as of the date below.

**City of Terrytown, Nebraska**

\_\_\_\_\_  
Authorized Signatory

Date: \_\_\_\_\_

ASSIGNMENT AGREEMENT

This Assignment Agreement ("The Agreement") is entered into as of May 30, 2017, by and between Allo Twin Cities, LLC, a Nebraska limited liability company (the "Assignor"), and Allo Communications, LLC, a Nebraska limited liability company and parent company of Assignor (the "Assignee").

Recitals

WHEREAS, the City of Terrytown ("The City") has granted a cable television franchise ("The Franchise") to Assignor, and The City and Assignor have entered into a Franchise Agreement ("The Franchise Agreement");

WHEREAS, Assignor has provided The City with notice of its intent to assign the Franchise to Assignee; and

WHEREAS, Assignor wishes to transfer and assign to Assignee The Franchise and all of Assignor's rights and interests in and to, and obligations under, the Franchise Agreement, and Assignee consents to transfer of The Franchise and such rights, interests and obligations.

NOW, THEREFORE, the parties hereto, each intending to be legally bound hereby, agree as follows:

1. Assignment and Assumption. Assignor hereby transfers and assigns The Franchise to Assignee, and Assignee hereby accepts from Assignor The Franchise and all of Assignor's rights and interests in and to, and past, present and future obligations under, the Franchise Agreement, all with full force and effect as if Assignee had signed The Franchise Agreement originally as a party therein.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment Agreement as of the date first set forth above.

ASSIGNOR:

Allo Twin Cities, LLC

By: *S.H. Miller*

Title: President

ASSIGNEE:

Allo Communications, LLC

By: *S.H. Miller*

Title: President



Guaranty Release Agreement

This agreement (the "Agreement") is made on the 30<sup>th</sup> day of May, 2017, by and between Allo Communications, LLC ("Allo") and the City of Terrytown, Nebraska (the "City") to release Allo from its guarantee of certain obligations of Allo Twin Cities, LLC ("Allo Twin Cities") to the City.

Recitals

WHEREAS, Allo and the City entered into a Guaranty in Lieu of Bond ("Guaranty") Agreement in which Allo unconditionally guaranteed the obligations of Allo Twin Cities in the amount and for the purposes for which the Bonds are required (the "Obligations");

WHEREAS, this Guaranty was to remain in effect for the duration of the term of the Franchise unless sooner released by action of the city; and

WHEREAS, in consideration of Allo Twin Cities' completion of its buildout requirements pursuant to the Franchise Agreement, the City wishes to discharge Allo, and its successors and assigns, of its Obligations in the Guaranty Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Allo, Allo Twin Cities and the City hereby agree as follows:

1. Release from Guaranty. In consideration for Allo Twin Cities' completion of its buildout requirements pursuant to the Franchise Agreement, the City does hereby irrevocably release and discharge Allo, and its successors and assigns, from its obligation to guaranty the obligations of Allo Twin Cities to the City.

Dated 09/07/2017

City of Terrytown, Nebraska  
By: Kent Greenblatt  
Mayor

Attest:  
By: Jamara Leeling  
Assistant City Clerk

Allo Communications, LLC

Allo Twin Cities, LLC

By: S.M.M.L  
President

By: S.M.M.L  
President

## GUARANTY IN LIEU OF BOND

This Guaranty in Lieu of Bond ("Guaranty") is given by Nelnet, Inc. ("Nelnet") to the City of Terrytown, Nebraska (the "City") to guarantee certain obligations of Allo Communications, LLC ("Allo") to the City.

### Recitals:

- a. The City has granted a cable television franchise (the "Franchise") to Allo Twin Cities ("Allo Twin Cities"), which has requested approval for transfer and assignment of the Franchise to Allo;
- b. Nelnet is the parent company of Allo and has an interest in the conduct of Allo in complying with the Franchise;
- c. Ordinance No. 395 requires Allo to post certain performance bonds (the "Bonds"); provided, however, the guaranty of another person may be substituted for any of the Bonds; and
- d. Nelnet is willing to provide, and the City is willing to accept, this Guaranty, in satisfaction of the requirement that Allo provide the Bonds.

### Guaranty:

1. Nelnet unconditionally guarantees the obligations of Allo in the amount and for the purposes for which the Bonds are required (the "Obligations").
2. This Guaranty is a guarantee of payment and performance, and the City shall not be required to resort first to Allo or any other person liable in any way for the Obligations.
3. This Guaranty shall remain in effect for the duration of the term of the Franchise unless sooner released by action of the City. Any termination or release shall not affect any liability incurred or accrued under this Guaranty prior to the effective date of the termination or release.
4. Any notice given pursuant to this Guaranty shall be given to (a) the City in the manner and at the addresses provided for in the Franchise, and (b) to Allo in the manner and at the addresses provided for in the Franchise.
5. No delay or failure on the part of the City to exercise its rights under this Guaranty shall be considered as a waiver of the City's rights under this Guaranty. No waiver, modification or amendment of this Guaranty shall be

effective unless in writing, and then shall only apply to the specific instance involved.

6. This Guaranty shall be construed according to the laws of Nebraska.
7. This Guaranty shall be binding upon the successors and assigns of Allo.

August  
Dated: July 3<sup>rd</sup>, 2017.

City of Terrytown, Nebraska

By: Kent Hansen

Attest:

Jamena Leeling  
Asst. City Clerk

Nelnet, Inc.

Allo Communications, LLC

By: Jim Kruger  
Jim Kruger, CFO

By: Bradley A. Moline  
Bradley A. Moline, President

## FRANCHISE AGREEMENT

This Franchise Agreement is made on February 4, 2010, between the City of Terrytown, Nebraska (the "City") and Allo Twin Cities, LLC ("Allo").

### Recitals:

- a. Allo is an existing provider of telecommunications in the City and now desires to provide Cable Service to the residents of the City.
- b. Allo has made a request to the City for a franchise (the "Franchise") to operate a Cable System, and the City has completed proceedings to evaluate Allo's request;
- c. The public has had adequate notice and opportunity to comment on Allo's request for the Franchise;
- d. The City has passed Ordinance No. 395 which provides for regulation of "Cable Television" (referred in this Agreement as the "Cable Ordinance"). Capitalized terms which are not otherwise defined in this Agreement shall have the same meaning as provided for in the Cable Ordinance; and
- f. Allo has demonstrated and the City has determined that Allo has the legal, financial and technical ability to provide Cable Service and is entitled to the Franchise.

### Agreement:

1. The City grants to Allo a nonexclusive franchise (the "Franchise") which authorizes Allo to construct and operate a Cable System within the City pursuant to the Cable Ordinance.
2. The term of the Franchise shall be from January 1, 2010, through December 31, 2019.
3. Allo agrees to comply with all provisions of the Cable Ordinance as amended from time to time; provided, however, if any provision of the Cable Ordinance or the Franchise is inconsistent with any provision a Federal or State rule, regulation, or law, then the Federal or State rule, regulation, or law shall control.
4. With respect to PEG channels:

a. The Cable System shall include one return channel for the Gering Public Schools, one return channel for Scottsbluff Public Schools, and one return channel for each PEG channel which is available to other governmental subdivisions.

b. PEG Channel origination locations for the Gering and Scottsbluff Public Schools and for the Cities of Scottsbluff, Gering and Terrytown, and Scotts Bluff County shall be determined by the respective entities in cooperation with Allo.

5. It is the expectation of the City that Allo will extend Cable Service, at a charge which does not exceed Allo's normal rate for standard installations, to any area within the City that has a density of 30 residences per lineal strand mile of cable as measured from the extremity of the Cable System nearest the unserved area; provided, however, (i) such installation shall be financially and technically feasible, (ii) Allo shall not be required to extend the Cable System to a point which is more than one-half mile from its then-existing Cable System, and (iii) as a newly franchised provider of Cable Service, Allo shall have a reasonable period of time to become capable of providing Cable Service throughout the City as required in this paragraph, taking into account its market share in the areas of the City actually served by Allo.

6. The City shall have the option and right to regulate rates and charges as authorized by Federal Law and/or the FCC to include the right to amend this Franchise if necessary.

7. Unless permitted under the Cable Ordinance, Allo shall not assign the Franchise without the written consent of the City after compliance with the applicable assignment of Franchise provisions of the Cable Ordinance.

8. Allo and the City agree that in the case of a lawful revocation or nonrenewal of the Franchise, Allo, upon request, shall have a reasonable opportunity to effectuate a transfer of the cable system to a qualified third party. The City further agrees that Allo shall be authorized to continue to operate pursuant to the terms of this Franchise, for a period not to exceed six months as long as the continued operation is not in violation of State or Federal law. If, at the end of that time, Allo is unsuccessful in procuring a qualified assignee of the Cable System which is reasonably acceptable to the City, then the Franchise shall have no further rights to operate the cable system. Allo's continued operation of the Cable System during the six month period shall not be deemed a waiver, or extinguishment of any rights of either the City or Allo that existed at the time of or because of the revocation or nonrenewal, the same being agreed to have been held in abeyance for this six month period.

9. Proceedings concerning renewal or extension of this Franchise shall be conducted according to the appropriate renewal or extension provisions of the Cable Ordinance and any applicable Federal law, rule or regulation.

10. Any notices or other communications to the City or Allo shall be in writing and shall either be delivered to each party's contact person by personal service with signed receipt of delivery, certified or registered mail, return receipt requested, or by recognized overnight delivery service with receipt verification, to the addresses set out below, or to such other address as the City or Allo may designate, from time to time, by written notice to the other. A notice shall be deemed effective upon receipt.

a. If to the City:

City of Terrytown  
116 Terry Blvd.  
Gering, NE 69341  
Att: City Clerk

With a copy to:

Simmons Olsen Law Firm, P.C.  
1502 2<sup>nd</sup> Avenue  
Scottsbluff, NE 69361

b. If to Allo:

Allo Twin Cities, LLC  
1721 Broadway, Suite 200  
Scottsbluff, NE 69361

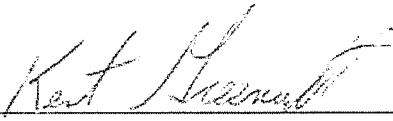
With a copy to:

Scudder Law Firm, P.C., L.L.O.  
411 South 13<sup>th</sup> Street, Suite 200  
Lincoln, NE 68508  
Att: Gregory C. Lawhon

11. If any provision of this Franchise is determined to be unenforceable or invalid, then that provision shall be severable from any remaining provision of this Franchise, and this Franchise shall remain in effect except with respect to any provisions declared to be unlawful or unenforceable.

12. This Franchise Agreement shall be binding on the successors and assigns of the parties.

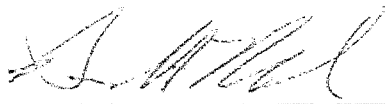
City of Terrytown, Nebraska

By:   
Kent Greenwalt, Mayor

Attest:

  
City Clerk

Allo Twin Cities, LLC

By:   
Bradley A. Moline, President

## CONTRACT

This contract is made pursuant to the Interlocal Cooperation Act between the City of Scottsbluff, Nebraska, a Municipal Corporation, called "Scottsbluff" and the City of Terrytown, called "Terrytown".

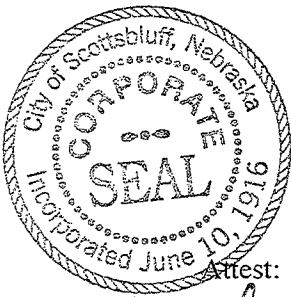
This agreement is made for the purpose of enabling both cities to use their resources more efficiently while at the same time providing appropriate public services. To enable Scottsbluff to efficiently use its manpower and equipment, and to enable Terrytown to have appropriate street sweeping on its public streets without the need of purchasing the necessary equipment, Scottsbluff agrees to sweep the principal streets in Terrytown under the following terms and conditions:

1. Scottsbluff will perform the work within ten (10) days after the City of Terrytown Clerk notifies Scottsbluff's Public Works Director and/or Scottsbluff's Transportation Supervisor that the work is necessary. Scottsbluff will perform work no more than three (3) times during the term of this contract.
2. All equipment used in carrying out this agreement is and will remain the property of Scottsbluff. Scottsbluff will furnish a street sweeper to sweep the principal streets of Terrytown. It is not contemplated that disposition of property will be necessary upon the termination of this agreement.
3. The operator or other individuals who actually perform the work shall at all times remain employees of Scottsbluff.
4. This undertaking will be financed by the respective cities through their ordinary budget processes. Each city will budget sufficient funds to carry out its obligations under this agreement. The program will be administered by the Public Works Director and/or Transportation Supervisor of Scottsbluff.
5. Terrytown agrees to reimburse Scottsbluff for the cost of any damage sustained to the machine while within the city limits of Terrytown which results from the negligent acts or omissions of the City of Terrytown, its employees or agents. Before any work is performed, Scottsbluff must provide certificates of insurance to the City of Terrytown City Clerk for public officials' liability, general liability, auto liability and workers' compensation. Terrytown shall be named an additional insured on the public officials' liability and general liability policies for claims arising out of the performance of this Contract. Terrytown shall provide Scottsbluff with certificates of insurance for public officials' liability and general liability, naming Scottsbluff an additional insured for claims arising out of the performance of this Contract.



6. Terrytown agrees to pay Scottsbluff \$55.00 per hour, per man for labor, \$85.00 per hour for the street sweeper. A fifteen percent (15%) administrative fee will also be added to the final cost. The chargeable time is only that time during which the work is actually being performed. Such price for labor and equipment will remain in effect until December 31, 2020. Scottsbluff will bill Terrytown after the work is performed. The bill will be submitted and paid in accordance with Terrytown's regular claim procedures.
7. This Contract shall continue in force through December 31, 2020, after which time the Contract will automatically expire. Either party may terminate the agreement by giving the other party written notice of the termination. The written notice shall be sent to the City Clerk and shall specify the date of termination. The date of termination will not be less than thirty (30) days after the notice is delivered to the City Clerk.

IN WITNESS WHEREOF, the parties by authorization of their respective City Council(s) have hereunto set their official hands and seals, effective this Seventh day of February, 2020.



Attest:

Kemberley Wright  
City Clerk

CITY OF SCOTTSBLUFF, NEBRASKA

By Raymond Gonzalez  
Mayor

CITY OF TERRYTOWN, NEBRASKA

By Christopher Fiala  
Mayor

Attest:

Jenna D. Matter  
City Clerk

## CONTRACT

This contract is made pursuant to the Interlocal Cooperation Act between the City of Scottsbluff, Nebraska, a Municipal Corporation, called "Scottsbluff" and the City of Terrytown, called "Terrytown".

This agreement is made for the purpose of enabling both cities to use their resources more efficiently while at the same time providing appropriate public services. To enable Scottsbluff to efficiently use its manpower and equipment, and to enable Terrytown to have appropriate street sweeping on its public streets without the need of purchasing the necessary equipment, Scottsbluff agrees to sweep the principal streets in Terrytown under the following terms and conditions:

1. Scottsbluff will perform the work within ten (10) days after the City of Terrytown Clerk notifies Scottsbluff's Public Works Director and/or Scottsbluff's Transportation Supervisor that the work is necessary. Scottsbluff will perform work no more than two (2) times each year, during the term of this contract.
2. All equipment used in carrying out this agreement is and will remain the property of Scottsbluff. Scottsbluff will furnish a street sweeper to sweep the principal streets of Terrytown. It is not contemplated that disposition of property will be necessary upon the termination of this agreement.
3. The operator or other individuals who actually perform the work shall at all times remain employees of Scottsbluff.
4. This undertaking will be financed by the respective cities through their ordinary budget processes. Each city will budget sufficient funds to carry out its obligations under this agreement. The program will be administered by the Public Works Director and/or Transportation Supervisor of Scottsbluff.
5. Terrytown agrees to reimburse Scottsbluff for the cost of any damage sustained to the machine while within the city limits of Terrytown which results from the negligent acts or omissions of the City of Terrytown, its employees or agents. Before any work is performed, Scottsbluff must provide certificates of insurance to the City of Terrytown City Clerk for public officials' liability, general liability, auto liability and workers' compensation. Terrytown shall be named an additional insured on the public officials' liability and general liability policies for claims arising out of the performance of this Contract. Terrytown shall provide Scottsbluff with certificates of insurance for public officials' liability and general liability, naming Scottsbluff an additional insured for claims arising out of the performance of this Contract.

## CONTRACT

This contract is made pursuant to the Interlocal Cooperation Act between the City of Scottsbluff, Nebraska, a Municipal Corporation, called "Scottsbluff" and the City of Terrytown, called "Terrytown".

This agreement is made for the purpose of enabling both cities to use their resources more efficiently while at the same time providing appropriate public services. To enable Scottsbluff to efficiently use its equipment, and to enable Terrytown to have appropriate **stripes painted** and red curbs on its public streets without the need of purchasing the necessary equipment, Scottsbluff agrees to cause traffic stripes and red curbs painted on the principal streets in Terrytown to be painted under the following terms and conditions:

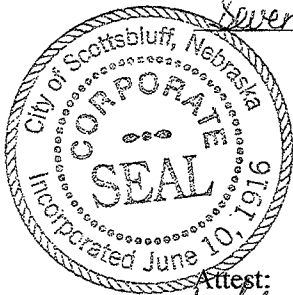
1. Scottsbluff will perform the work within ten (10) days after the Terrytown City Clerk notifies Scottsbluff's Public Works Director and/or Scottsbluff's Transportation Supervisor that the work is necessary. Scottsbluff will perform work no more than three (3) times during the term of this contract.
2. All equipment used in carrying out this agreement is and will remain the property of Scottsbluff. Scottsbluff will furnish all necessary paint and beads which, when incorporated into Terrytown's streets, will become the property of Terrytown. It is not contemplated that disposition of property will be necessary upon the termination of this agreement.
3. The operator or other individuals who actually perform the work shall at all times remain employees of Scottsbluff.
4. This undertaking will be financed by the respective cities through their ordinary budget processes. Each city will budget sufficient funds to carry out its obligations under this agreement. The Public Works Director and/or Transportation Supervisor of Scottsbluff will administer the program.
5. Terrytown agrees to reimburse Scottsbluff for the cost of any damage sustained to the machine while within the city limits of Terrytown which results from the negligent acts or omissions of the City of Terrytown, its employees or agents. Before any work is performed, Scottsbluff must provide certificates of insurance to the City of Terrytown City Clerk for public officials' liability, general liability, auto liability and workers' compensation. Terrytown shall be named an additional insured on the public officials' liability and general liability policies for claims arising out of the performance of the Contract. Terrytown shall provide Scottsbluff with certificates of insurance for public officials' liability and general liability, naming Scottsbluff an additional insured for claims arising out of the performance of this Contract.
6. Terrytown agrees to pay Scottsbluff \$55.00 per hour, per man for labor (2 men total), \$65.00 per hour for paint machine, \$30.00 per hour for a walk behind paint gun and \$30.00 per hour for a pickup. A fifteen percent (15%) administrative fee will also be added to the final cost. The chargeable time is only that time during which the work is actually being performed. In addition, Terrytown will pay for all paint and beads used in performing the work at the following rates:

White paint - \$10.25 per gallon  
Yellow paint - \$10.25 per gallon  
Red paint - \$12.50 per gallon  
Paint Beads - \$30.00 per 50 pound bag

Such price for labor and equipment will remain in effect until December 31, 2020. Scottsbluff will bill Terrytown after the work is performed. The bill will be submitted and paid in accordance with Terrytown's regular claim procedures.

7. This Contract shall continue in force through December 31, 2020, after which time the Contract will automatically expire. Either party may terminate the agreement by giving the other party written notice of the termination. The written notice shall be sent to the City Clerk and shall specify the date of termination. The date of termination will not be less than thirty (30) days after the notice is delivered to the City Clerk.
8. If the State of Nebraska significantly increases the duties of municipalities in regard to street maintenance and/or striping, Scottsbluff may terminate the Contract upon thirty (30) days notice to Terrytown.

IN WITNESS WHEREOF, the parties by authorization of their respective City Council(s) have hereunto set their official hands and seals, effective this Seventh day of February, 2020.



CITY OF SCOTTSBLUFF, NEBRASKA

By Raymond Gonzalez  
Mayor

Attest:

Kembrey Knight  
City Clerk

CITY OF TERRYTOWN, NEBRASKA

By Christopher Fernald  
Mayor

Attest:

Janet Malter  
City Clerk

## CONTRACT

This contract is made pursuant to the Interlocal Cooperation Act between the City of Scottsbluff, Nebraska, a Municipal Corporation, called "Scottsbluff" and the City of Terrytown, called "Terrytown".

This agreement is made for the purpose of enabling both cities to use their resources more efficiently while at the same time providing appropriate public services. To enable Scottsbluff to efficiently use its equipment, and to enable Terrytown to have appropriate stripes painted and red curbs on its public streets without the need of purchasing the necessary equipment, Scottsbluff agrees to cause traffic stripes and red curbs painted on the principal streets in Terrytown to be painted under the following terms and conditions:

1. Scottsbluff will perform the work within ten (10) days after the Terrytown City Clerk notifies Scottsbluff's Public Works Director and/or Scottsbluff's Transportation Supervisor that the work is necessary. Scottsbluff will perform work no more than two (2) times each year, during the term of this contract.
2. All equipment used in carrying out this agreement is and will remain the property of Scottsbluff. Scottsbluff will furnish all necessary paint and beads which, when incorporated into Terrytown's streets, will become the property of Terrytown. It is not contemplated that disposition of property will be necessary upon the termination of this agreement.
3. The operator or other individuals who actually perform the work shall at all times remain employees of Scottsbluff.
4. This undertaking will be financed by the respective cities through their ordinary budget processes. Each city will budget sufficient funds to carry out its obligations under this agreement. The Public Works Director and/or Transportation Supervisor of Scottsbluff will administer the program.
5. Terrytown agrees to reimburse Scottsbluff for the cost of any damage sustained to the machine while within the city limits of Terrytown which results from the negligent acts or omissions of the City of Terrytown, its employees or agents. Before any work is performed, Scottsbluff must provide certificates of insurance to the City of Terrytown City Clerk for public officials' liability, general liability, auto liability and workers' compensation. Terrytown shall be named an additional insured on the public officials' liability and general liability policies for claims arising out of the performance of the Contract. Terrytown shall provide Scottsbluff with certificates of insurance for public officials' liability and general liability, naming Scottsbluff an additional insured for claims arising out of the performance of this Contract.
6. Terrytown agrees to pay Scottsbluff \$55.00 per hour, per man for labor (2 men total), \$65.00 per hour for paint machine, \$30.00 per hour for a walk behind paint gun and \$30.00 per hour for a pickup, or the current labor and equipment rates per City of Scottsbluff's Ordinance No. 6-6-34. A fifteen percent (15%) administrative fee will also be added to the final cost. The chargeable time is only that time during which the work is actually being performed. In addition, Terrytown will

## Jeni Mattern

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**From:** Ryan Stearns <ryan@jrharchitecture.com>  
**Sent:** Monday, April 24, 2023 7:35 AM  
**To:** Jeni Mattern  
**Subject:** RE: Update  
**Attachments:** A101.pdf

**Review & approve Schematic plans for the new City Office. Give input and approval to authorize the Architect to proceed with Construction Documents.**

Attached is the most current Schematic plan I have which is what the approval will be based on. Also our current cost estimate for the project which includes the building, sidewalk & parking is \$656,160.00

Ryan D. Stearns, LEED AP BD&C  
**Joseph R. Hewgley & Assoc. Inc.**  
702 South Bailey, North Platte, NE 69101  
Office (308) 534-4983  
Mobile (308) 539-6051

**From:** Jeni Mattern <cityofterrytown@cityoftt.com>  
**Sent:** Sunday, April 23, 2023 12:31 PM  
**To:** Ryan Stearns <ryan@jrharchitecture.com>  
**Subject:** FW: Update

What should I put in the blank?



Jeni Mattern  
Office Manager/City Clerk  
308-632-7212

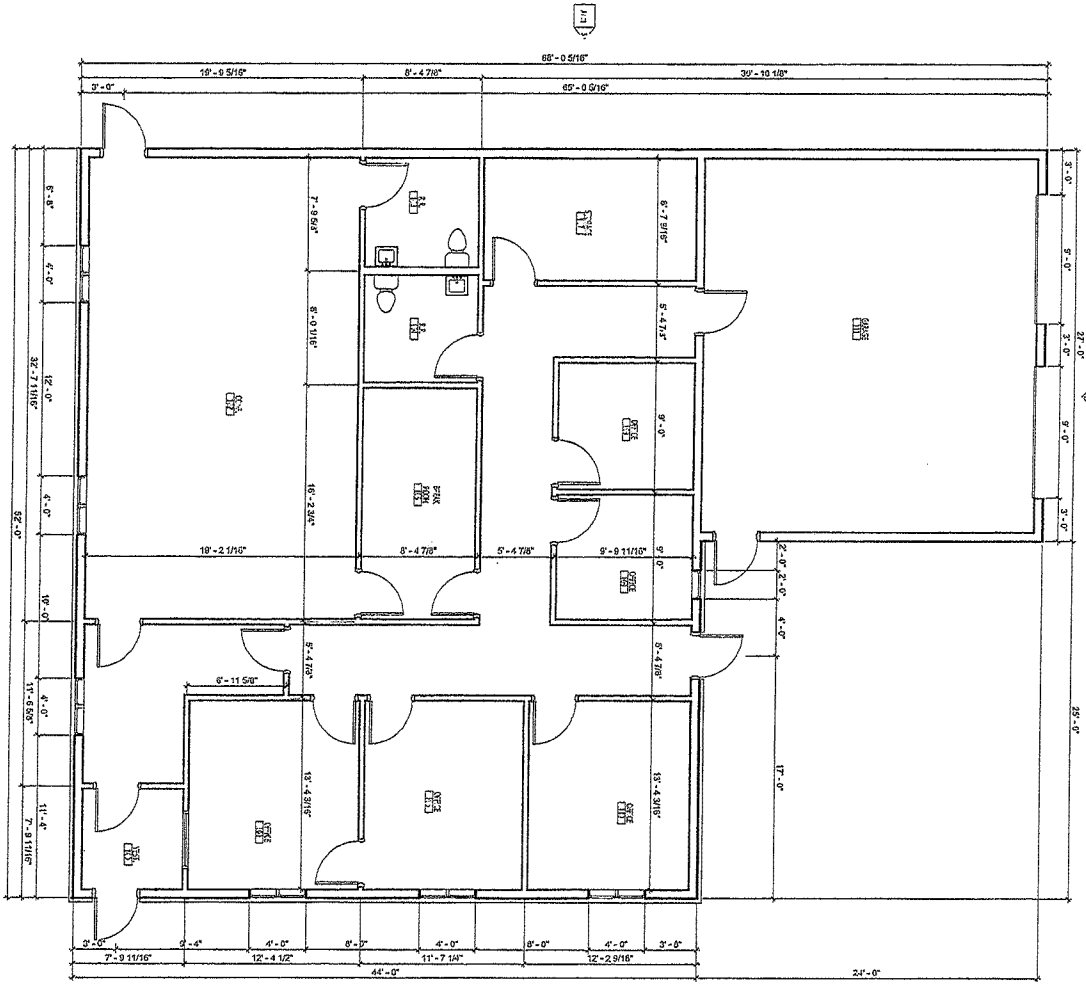
**From:** Jeni Mattern  
**Sent:** Monday, April 03, 2023 7:37 AM  
**To:** Ryan Stearns <ryan@jrharchitecture.com>  
**Cc:** Jeff Wolfe ([jwolfe@mcschaff.com](mailto:jwolfe@mcschaff.com)) <[jwolfe@mcschaff.com](mailto:jwolfe@mcschaff.com)>; Chris Perales <[perales715@gmail.com](mailto:perales715@gmail.com)>  
**Subject:** RE: Update

That will definitely be up to the council. I will put it on the agenda.

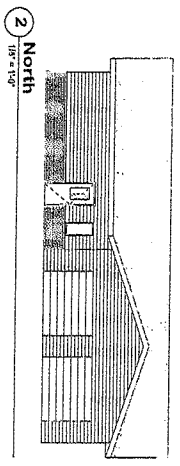
Review document plans for City office

Give direction and approval to move forward with bid requests for \_\_\_\_\_ regarding the City office?

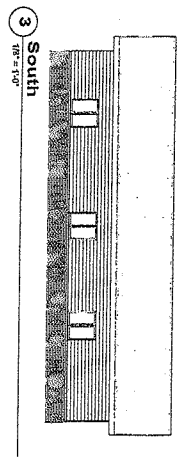
Does this seem correct for the Agenda?



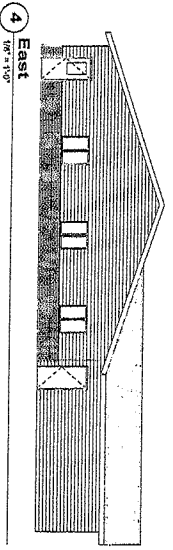
1 LEVEL 1  
1/8" = 1'-0"



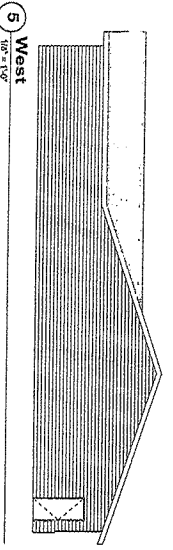
2 North  
1/8" = 1'-0"



3 South  
1/8" = 1'-0"



4 East  
1/8" = 1'-0"



5 West  
1/8" = 1'-0"

**NEW CITY OFFICE**  
for  
CITY OF TERRYTOWN

**SCHEMATIC DESIGN**

**JPH**  
Joseph & Joseph Architects  
Architects & Planners  
1000 North 10th Street  
Terrytown, LA 70004  
504.261.1111

PROJECT #:	3-3-73
DATE:	ROS
DESIGNER:	ROS
REVISIONS:	
SCALE:	1/8" = 1'-0"
DATE:	
BY:	
CHECKED BY:	
APPROVED BY:	
DATE:	

CAD DRAWING  
 REVISED DRAWING  
 ARCHITECTURAL  
 MECHANICAL  
 ELECTRICAL  
 PLUMBING  
 STRUCTURAL  
 OTHER

**A101**  
SHEET

**ORDINANCE No. 477**

**AN ORDINANCE OF THE CITY OF TERRYTOWN, NEBRASKA, CONCERNING RATES CHARGED FOR CITY-OWNED WATER AND SEWER UTILITIES, REPEALING PRIOR ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.**

BE IT ORDAINED by the Mayor and City Council of the City of Terrytown, Nebraska:

- 1) The City Council establishes water rates and sewer rates for all areas served by the city water and sewer system, both inside and outside the corporate limits of the City, as provided for in this Ordinance. The rates provided for in this Ordinance shall be effective March 1, 2023.
- 2) The following water rates will prevail in service areas both inside and outside the corporate limits of the City of Terrytown:

The minimum monthly water rate will be based upon the following water meter sizing:

3/4" – Water Meter	\$29.40/month
1" – Water Meter	\$38.58/month
1.5" – Water Meter	\$84.26/month
2" – Water Meter	\$113.40/month

- 3) In addition to the minimum monthly water rate, the follow rate for water consumption will prevail in service areas both inside and outside the corporate limits of the City of Terrytown:

Water Consumption	\$1.31/1,000 gallons
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- 4) The following occupied dwelling sewer rates will prevail in service areas both inside and outside the corporate limits of the City of Terrytown:

Single Family Dwellings	\$48.61/month
Multiple Family Dwellings	\$48.61/month per unit
Mobile Homes	\$48.61/month
3355 10 <sup>th</sup> Street	\$48.61/month
3605 10 <sup>th</sup> Street	\$145.83/month
3445 10 <sup>th</sup> Street	\$201.60/month
43 Woodley Park Road	\$112.66/month
3705 10 <sup>th</sup> Street	\$73.23/month
3415 10 <sup>th</sup> Street	\$48.61/month
3415 ½ 10 <sup>th</sup> Street	\$48.61month
116 Terry Boulevard	\$97.22/month
3315 10 <sup>th</sup> Street	\$48.61/month
3345 10 <sup>th</sup> Street	\$48.61/month
3375 10 <sup>th</sup> Street	\$48.61/month
3401 10 <sup>th</sup> Street	\$48.61/month
3410 10 <sup>th</sup> Street	\$48.61/month
3465 10 <sup>th</sup> Street	\$48.61/month



3485 10 <sup>th</sup> Street	\$97.22/month
3535 10 <sup>th</sup> Street	\$48.61/month
3655 10 <sup>th</sup> Street	\$97.22/month
3305 10 <sup>th</sup> Street	\$48.61/month
3745 10 <sup>th</sup> Street	\$97.22/month
3765 10 <sup>th</sup> Street	\$48.61/month

Any Commercial establishment not shown on the above Schedule shall pay the same rates as assessed for Single Family Dwellings.

Unoccupied dwellings will not be charged a monthly sewer rate.

- 5) In addition to these base rates, the residents of Sanitary and Improvement District No. 2, Scotts Bluff County, Nebraska shall pay an additional \$15.00 per month for operation and maintenance fees (O&M Fees) for the sanitary sewer mains through which the City supplies sanitary sewer services.
- 6) There will be an additional \$1.25 per month surcharge to all occupied or unoccupied dwellings with water and sewer service for storm water regulatory requirements and the use, upkeep and maintenance of the City's storm water collection system.
- 7) Ordinance No. 461 and all other Ordinances or parts of Ordinances in conflict with this Ordinance are repealed as of the effective date of the rates set by this Ordinance.
- 8) This Ordinance shall take effect and be in force following its passage, approval and publication as required by law.

Passed and Approved on June 8th, 2023.

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Chris Perales - Mayor of the City of Terrytown

ATTEST:

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Jennifer Mattern – Terrytown City Clerk

## 2023/2024 911 Advisory Board Contribution Breakdown

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City/Village	Current Cont.	Additional Cont.	Total 23/24
City of Scottsbluff	\$82,418.00	\$56,375.66	\$138,793.66
City of Gering	\$46,575.00	\$31,858.48	\$78,433.48
Scotts Bluff County	\$44,550.00	\$30,473.33	\$75,023.33
City of Mitchell	\$9,315.00	\$6,371.70	\$15,686.70
City of Terrytown	\$6,480.00	\$4,432.48	\$10,912.48
Village of Morrill	\$5,063.00	\$3,462.88	\$8,525.88
City of Minatare	\$4,455.00	\$3,047.33	\$7,502.33
Village of Lyman	\$1,863.00	\$1,274.34	\$3,137.34
Village of Melbeta	\$608.00	\$415.55	\$1,023.55
Village of Henry	\$587.00	\$401.69	\$988.69
Village of McGrew	\$587.00	\$401.69	\$988.69
<b>Totals</b>	<b>\$202,501</b>	<b>\$138,515.13</b>	<b>\$341,016.13</b>

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Scotts Bluff County		Actual	Actual	Actual	Actual	Actual	Actual	Official's
2910	E-911 Emergency Management Fund	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures	Request
653	(Inter-local Sinking Fund)	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
2-1050	License	-	2,569.74	-	-	7,358.00	7,904.00	10,000.00
2-1101	Computer Expense	-	-	-	2,400.00	-	-	-
2-1700	Travel Expenses	-	7,390.55	6,470.30	-	-	-	-
2-2544	Maintenance Agreements	11,437.00	1,999.00	4,469.00	510.00	99,011.44	110,995.55	121,477.97
5-0300	Machinery & Equipment	-	-	-	823.75	-	-	-
5-0311	Radio Equipment	9,383.84	-	19,082.96	-	63,837.00	-	50,000.00
5-0555	E-911 Equipment	-	-	-	20,091.03	3,720.00	2,890.00	-
5-1309	Data Processing Software	-	-	467,396.64	168,348.57	-	-	59,883.07
5-2510	Future Capital Outlay	-	-	-	-	221,710.63	-	280,604.35
Total		20,820.84	11,959.29	497,418.92	192,173.35	395,635.07	121,789.55	521,965.39
7-0200	Transfers	20,820.84	11,959.29	497,418.92	192,173.35	395,635.07	121,789.55	521,965.39
8-0000	Cash Reserve	20,820.84	11,959.29	497,418.92	192,173.35	395,635.07	121,789.55	521,965.39

Revenue Summary:		Actual	Actual	Actual	Actual	Actual	Actual	Actual
352-60	Interlocal Govt.911 Serv - Sch	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
352-60	Interlocal Govt.911 Serv - Sch	234,831.63	440,188.29	716,307.28	421,369.36	429,662.01	238,747.94	318,264.39
352-61	Interlocal Govt.911 Serv - Gering	91,575.00	91,575.00	82,418.00	82,418.00	82,418.00	82,418.00	82,418.00
352-62	Interlocal Govt.911 Serv - Terrytown	51,750.00	51,750.00	46,575.00	46,575.00	46,575.00	46,575.00	46,575.00
352-63	Interlocal Govt.911 Serv - Mitchell	7,200.00	7,200.00	6,480.00	6,480.00	6,480.00	6,480.00	6,480.00
352-64	Interlocal Govt.911 Serv - Minstare	10,350.00	10,350.00	9,315.00	9,315.00	9,315.00	9,315.00	9,315.00
352-65	Interlocal Govt.911 Serv - Morrill	4,950.00	4,950.00	4,455.00	4,455.00	4,455.00	4,455.00	4,455.00
352-66	Interlocal Govt.911 Serv - Lyman	5,625.00	5,625.00	5,063.00	5,063.00	5,063.00	5,063.00	5,063.00
352-67	Interlocal Govt.911 Serv - Henry	2,070.00	2,070.00	1,863.00	1,863.00	1,863.00	1,863.00	1,863.00
352-68	Interlocal Govt.911 Serv - Nelbets	652.50	652.50	587.00	587.00	587.00	587.00	587.00
352-69	Interlocal Govt.911 Serv - McGew	652.50	652.50	608.00	608.00	608.00	608.00	608.00
352-70	Interlocal Govt.911 Serv - Banner Co	1,200.00	2,400.00	587.00	2,400.00	587.00	587.00	1,200.00
532-03	Miscellaneous Refund	49,500.00	49,500.00	44,550.00	44,550.00	44,550.00	44,550.00	44,550.00
590-02	Transferred from Keno	60,878.28	60,878.28	-	-	-	-	-
590-02	Transfer-Inter Fund from Communications	461,009.13	728,266.57	918,806.28	621,836.36	634,363.01	440,053.94	521,965.39
Total		(440,188.29)	(716,307.28)	(421,369.36)	(429,662.01)	(238,747.94)	(318,264.39)	-

**Motorola Service Contract:**

1/21/2025	176,789.23
1/21/2026	179,015.75
1/21/2027	184,590.87
1/21/2028	186,950.98
1/21/2029	189,385.06
1/21/2030	191,389.10
<b>Total Amount over 8 years</b>	<b>1,108,120.99</b>



40.70%	Scottsbluff	56,375.66	82,418.00	<b>138,793.66</b>
23.00%	Gering	31,858.48	46,575.00	<b>78,433.48</b>
22.00%	SCB Cty	30,473.33	44,550.00	<b>75,023.33</b>
4.60%	Mitchell	6,371.70	9,315.00	<b>15,686.70</b>
3.20%	Terrytown	4,432.48	6,480.00	<b>10,912.48</b>
2.50%	Morrill	3,462.88	5,063.00	<b>8,525.88</b>
2.20%	Minatare	3,047.33	4,455.00	<b>7,502.33</b>
0.92%	Lyman	1,274.34	1,863.00	<b>3,137.34</b>
0.300%	Melbeta	415.55	608.00	<b>1,023.55</b>
0.290%	Henry	401.69	587.00	<b>988.69</b>
0.290%	McGrew	401.69	587.00	<b>988.69</b>
	Banner County		1,200.00	<b>1,200.00</b>
		<b>138,515.12</b>	<b>203,701.00</b>	<b>341,016.12</b>

- Scotts Bluff County Motorola Maintenance Agreement through 911-Advisory Committee. This is a plan to start with Budget year 2023/24.

Project Details		Explanation/Notes		ESTIMATED SCHEDULE	
Total Contract Value \$7,254,658.88		Advanced Plus Package		6/21/2021	Contract Signed
				12/21/2022	Build out
				1/21/2023	Burn In
				1/21/2024	Warranty Starts
				1/21/2025	Essential Plus Year 1 \$176,789.23
				1/21/2026	Essential Plus Year 2 \$179,015.75
				1/21/2027	Essential Plus Year 3 \$184,590.87
				1/21/2028	Essential Plus Year 4 \$186,950.98
				1/21/2029	Essential Plus Year 5 \$189,385.06
				1/21/2030	Essential Plus Year 6 \$191,389.10

Project Details	Explanation/Notes
County \$2,881,885.38	This is the amount for infrastructure being subject to be contracted by the County
Seller \$3,405,441.28	This is the amount for the system being sold by the seller
Paid as "Project" \$6,146,536.42	This is the amount paid for the system now.
6 Year Maintenance \$1,108,122.46	This is billed annually, but must be contracted at time of sale to lock pricing in.

SUB-CUSTOMERS	
6 Year Advanced Plus (incl. Installation)	
Customer Support Plus: Yr 1: \$176,789.23	
Yr 2: \$179,015.75 Yr 3: \$184,590.87	
Yr 4: \$186,950.98 Yr 5: \$189,385.06 Yr 6: \$191,389.10	
	<b>\$1,108,122.46</b>