

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

Regular Meeting
October 2, 2017
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. 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 18, 2017 Regular Meeting.
 - b) Council to set a public hearing for October 16, 2017 at 6:05 p.m. to receive a report from the LB840 Citizen Review Committee.
7. Claims:
 - a) Regular claims
8. Petitions, Communications, Public Input:
 - a) Mayor to sign a Proclamation naming October as Manufacturing Month.
 - b) Council to remove from the table the Business Promotional Event Permit for Shots which was tabled at the September 18, 2017 Meeting.
 - c) Council to consider a Business Promotional Event Permit for Shots to hold a car show and Chili Cook-off on October 7, 2017 from 10:00 a.m. to 6:00 p.m. at 18th Street and Broadway, and the Downtown Plaza, to include street closure and a noise permit for music.
9. Resolution & Ordinances:
 - a) Council to consider approval of the amended Parks and Recreation section of the City's Comprehensive Plan.
 - b) Council to consider a Resolution regarding the application for federal assistance from the Land and Water Conservation Fund program for the purpose of building improvements at the 23 Club Baseball Field.

10. Reports from Staff, Boards & Commissions:
 - a) Staff to give a progress report on the downtown improvement projects.
 - b) Council to consider appointing Council Member Gonzales to the East Overland Steering Committee as a City Council Representative.
 - c) Council to consider approval of an Interlocal Agreement to provide Spanish/English language interpreter services to Bayard.
 - d) Council to consider the renewal of Lease Agreements with Telecom West, Inc. for their wireless antenna systems on the Airport and Cemetery Water Towers, and authorize the Mayor to sign the Agreements.
11. Closed Session
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
12. 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
13. Council reports (informational only):
14. Scottsbluff Youth Council Representative report (informational only):
15. Adjournment.

City of Scottsbluff, Nebraska

Monday, October 2, 2017

Regular Meeting

Item Consent1

Approve the minutes of the September 18, 2017 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

The Scottsbluff City Council met in a regular meeting on September 18, 2017 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on September 15, 2017, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on September 15, 2017.

Mayor Meininger presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger 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 address for the record. Mayor Meininger 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: Randy Meininger, Scott Shaver, Raymond Gonzales, Mark McCarthy and Jordan Colwell. Also present was City Manager Johnson and City Attorney Kent Hadenfeldt. Absent: None.

Mayor Meininger asked if there were any changes to the agenda. There were no changes.

Mayor Meininger asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none. Moved by Council Member Gonzales seconded by Council Member McCarthy that:

1. "The minutes of the September 5, 2017, Regular Meeting be approved,"
2. "Member appointments to boards and commissions be approved,"
3. "The City Clerk be authorized to advertise for Requests for Proposals for a Retirement Pension Service Provider to be received by 4:00 p.m., October 13, 2017," "YEAS", Colwell, Meininger, McCarthy, and Gonzales, "NAYS", Shaver. Absent: None.

Council Member Shaver declared a conflict of interest regarding the claims. Moved by Mayor Meininger, seconded by Council Member Colwell, "to accept Council Member Shaver's conflict of interest regarding the Claims and excuse him from discussion or voting on the Claims," "YEAS", Colwell, Meininger, McCarthy, Shaver and Gonzales, "NAYS", None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member McCarthy, "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated September 18, 2017, as on file with the City Clerk and submitted to the City Council," "YEAS", Colwell, Meininger, McCarthy, and Gonzales, "NAYS", None. Absent: None, Abstain: Shaver.

CLAIMS

200 SOUTH LINCOLN HOTEL LLC,ROOM MURPHY LINCOLN TRNG.,91; 3M COMPANY,PAVEMENT MARKING TAPE,2345.09; AC ELECTRIC MOTOR SERVICE,

BUILDING MAINT,125.72; ACTION COMMUNICATIONS INC.,RADIO UPGRADE, 170; ADVERTISING SPECIALTIES LLC,LABEL UNIFORM SHIRTS,15; AIR CLEANING TECHNOLOGIES INC, PLYMOVENT EXHAUST SYSTEM UPDATES AND REPAIRS,1573; AMAZON.COM HEADQUARTERS, BKS & AV,1451.71; ANDERSON-SHAW CONSTRUCTION, INC, SECURE ENTRANCE,40187; ANTHONY J MURPHY,TRAVEL REIMBERSEMENT MURPHY/LINCOLN,243; ASSOCIATED SUPPLY CO, INC,BLDG MAINT,2056.38; ASSURITY LIFE INSURANCE CO,LIFE INS,32.95; AUTOZONE STORES, INC,EQUIP MTNC,160.98; B & H INVESTMENTS, INC,DEP. SUP, - LIBRARY,117; B&C STEEL CORPORATION,DEPT SUPPLIES,94.95; BLUFFS SANITARY SUPPLY INC.,DEPT & JANIT SUPPL,413.05; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,408.62; CARR- TRUMBULL LUMBER CO, INC.,DEPT SUP,17.29; CELLCO PARTNERSHIP,MONTHLY CELL BILL-FIRE,257.15; CHILD SUPPORT,CHILD SUPPORT,12; CITIBANK N.A.,LAPTOP TO MONITOR TRAFFIC SIGNAL SYSTEM,710.56; CITIBANK, N.A.,SUPP - AIR FILTERS,26.82; CITY OF GERING,DISPOSAL FEES,47931.96; CITY OF SCB,PETTY CASH,30.84; CLARK PRINTING LLC,DEPT SUP,596.25; COMPASS TOOLS, INC,GIS - TRIMBLE GEO SOFTWARE,10412.5; COMPUTER CONNECTION INC,RENT-MACH,44; CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF,173.55; CONTRACTORS MATERIALS INC.,SUPP - CONCRETE BLADES, CEMENT,1251.67; COPIER CONNECTION,DEPT SUP & MNTNCE,143.3; CORE & MAIN LP,METERS,44189.98; CREDIT BUREAU OF COUNCIL BLUFFS,FEE AUGUST 2017,50; CROELL INC,CONCRETE FOR STREET REPAIR,5011.5; CYNTHIA GREEN,DEPT SUPP,92.29; DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,690.01; DAS STATE ACCOUNTING-CENTRAL FINANCE,TELEPHONE,2.26; DIEDRICH JORDAN,SCHOOL & CONF,72; FASTENAL COMPANY,SUPP - NUTS, ANCHOR BOLTS,51.8; FAT BOYS TIRE AND AUTO,EQUIP MTNC,10; FIRST STATE BANK,WARRANT PAYDOWN,639892.33; FLIAM, TYLER,SCHOOLS & CONF,90; FLOYD'S TRUCK CENTER, INC,DIVE BUS REPAIRS AND TOWING FEE,1334.08; FREMONT MOTOR SCOTTSBLUFF, LLC,VEH MAINT,40.1; GALLS INC,72 UNIFORM SHIRTS,1465.14; GENERAL ELECTRIC CAPITAL CORPORATION,AV -J,783.76; GENERAL TRAFFIC CONTROLS, INC,-CAMERA, CONTROLLER FOR S. BELT & I,26222.4; GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,695; GREAT LAKES HIGHER EDUCATION GUARANTY CORP,WAGE ATTACHMENT,185.82; H D SUPPLY WATERWORKS LTD,DEPT SUP,153.19; HAWKINS, INC.,CHEMICALS,2494.4; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,2574.47; HITCHES GALORE,EQUIPMENT FOR MOBILE CMD VEH,89.95; HULLINGER GLASS & LOCKS INC.,BLDG MAINT,147.5; IDEAL LAUNDRY AND CLEANERS, INC.,JANITORIAL SUPP,1166.18; IDEXX LABORATORIES, INC,DEPT SUP,147.17; INFINITY CONSTRUCTION, INC.,STRUCTURES,209508.21; INGRAM LIBRARY SERVICES INC,BKS.,2081.42; INTERNAL REVENUE SERVICE,WITHHOLDINGS,61512.7; INTRALINKS, INC,SERVER BUILD, INSTALL & MIGRATION,8459.8; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL,54.95; ISLAND LAW OFFICE, PC LLO,WAGE ATTACHMENT,222.88; JOHN DEERE FINANCIAL,SUPP - WIRE,84.47; JOHN DEERE FINANCIAL,GROUND MAINT,176.58; JOHN DEERE FINANCIAL,EQUIP MAINT,66.08; KEMBEL JARED,CONTRACTUAL,18; KNOW HOW LLC,DEPT SUPPLIES,537.53; LEXISNEXIS RISK

DATA MANAGEMENT,CONSULTING,100; M.C. SCHAFF & ASSOCIATES, INC, PROF.SERVICES 42ND ST, AVE I - 5TH AVE,52479.5; MADISON NATIONAL LIFE,LIFE INS/DISABILITY,1999.38; MATHESON TRI-GAS INC,RENT MACHINES,49.99; MENARDS, INC,DEPT SUP,725.49; MGM SOLUTIONS INC,DEP. SUP.,114; MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,1732.24; MIDWEST CONNECT, LLC,DEPT SUPPL,195; MIDWEST MOTOR SUPPLY CO INC,DEPT SUPPLIES,290.52; MIKESELL L JO,CONTRACTUAL,1000; MOTOROLA SOLUTIONS, INC,EQUIP MAINT,388.36; MUNICIPAL PIPE TOOL CO, LLC,EQUIP MAINT,820.81; MUNIMETRIX SYSTEMS CORP,IMAGE SILO MONTHLY FEE (SEPT 2017),39.99; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1878.4; NE COLORADO CELLULAR, INC,CONTRACTUAL SVC,75.48; NE DEPT OF REVENUE, WITHHOLDINGS,19054.47; NEBRASKA SAFETY & FIRE EQUIPEMENT INC.,EQUIP. MAIN.,558; NEBRASKA MACHINERY CO,EQUIP MTNC,107.74; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,42887.74; NETWORKFLEET, INC,GPS SERVICE,18.95; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,DEPT SUP,604.65; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,351.32; O'REILLY AUTO ENTERPRISES, LLC,DEPT SUPPLIES,51.99; PANHANDLE COOPERATIVE ASSOCIATION, FUEL,15140.06; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,238; PHILLIP DON,SCHOOLS & CONF,200; PLATTE VALLEY BANK,HEALTH SAVINGS ACCT,14587.24; POSTMASTER, POSTAGE, 875.65; POWERPLAN,EQUIP MTNC,35.58; QUILL CORPORATION, DEPT SUPPL,170.4; REGIONAL CARE INC,CLAIMS,47961.32; REVIZE LLC,NEW WEB PAGE SERVICES,4500; RIGGS RYAN,CONTRACTUAL,54; S M E C,EMPLOYEE DEDUCT,188.5; SANDBERG IMPLEMENT, INC,EQUIP MTNC,109.52; SCB COUNTY,DEPT SUP,131; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,225; SCB TENT & AWNING,VEHICLE MTNC,35; SCOTTS BLUFF COUNTY COURT,LEGAL FEES,119; SCOTTS BLUFF COUNTY TOURISM,2017 OLD WEST BALLOON FEST FUNDING, 10000; SCOTTSBLUFF BODY & PAINT,TOW SERVICE,930; SCOTTSBLUFF FAMILY CHIROPRACTIC, WAGE ATTACHEMENT,211.69; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,552; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC, UNIFORM PRINTING-24,268; SCOTTSBLUFF WINSUPPLY COMPANY, DEPT SUPP, 24.15; SIMMONS OLSEN LAW FIRM, P.C., CONTRTACTUAL,15700.29; SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR, 6430; SNELL SERVICES INC.,ELECTRICAL,416.15; SUHOR INDUSTRIES, INC.,DEPT SUPP,110; SULESTYO DANIEL,SCHOOLS & CONF,200; THE BUREAU OF NATIONAL AFFAIRS INC,PUBLICATIONS,176; THE CHICAGO LUMBER COMPANY OF OMAHA INC,DEPT SUPPLIES,27.96; THE PEAVEY CORP,INVEST SUPPL,384.7; TWIN CITIES DEVELOPMENT ASSOC, INC,CONTRACTUAL,3000; UNIQUE MANAGEMENT SERVICES, INC,CONT. SRVCS.,322.2; US BANK,CONFERENCE - STARR LEHL,1624.49; VAN DIEST SUPPLY COMPANY,MOSQUITO SPRAY,695; VANTAGEPOINT TRANSFER AGENTS-300793,DEF COMP,1920.38; VANTAGEPOINT TRANSFER AGENTS-705437,ROTH IRA,516; VERIZON WIRELESS-LERT B,CELL PHONES,166.39; WASSON, BRIAN,SCHOOLS & CONF, 364; WELLS FARGO BANK, N.A.,RETIREMENT,31662.21; WESTERN COOPERATIVE COMPANY,GROUND MAINT,97.5; WESTERN COOPRTATIVE COMPANY, GROUND MAINT,84.75; WESTERN

PATHOLOGY CONSULTANTS, INC,RANDOM DOT TESTING AUGUST 2017,51; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT,39; WYOMING FIRST AID & SAFETY SUPPLY, LLC,FIRST AID KIT SUPPLIES,72.72; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,1615; REFUNDS: ZACHARIAH BOLLIG 132.42; GARY CRUSE 23.80; AMANDO RAMIREZ 94.88; BETTY RIOS 3.85.

City Manager Johnson presented the August Financial Report. The September report will be the last report of this Fiscal Year. Sales tax revenues continue to be slow, however, we are at 0% rather than at a negative percentage.

Regarding the bid for warrants, Council Member Shaver declared a conflict of interest. Moved by Mayor Meininger, seconded by McCarthy, "to accept Council Member Shaver's conflict of interest with the bid for warrants and excuse him from discussion or voting on the item," "YEAS", Colwell, Meininger, McCarthy, Shaver and Gonzales, "NAYS", None. Absent: None.

City Manager Johnson explained that every September we ask local banks to submit quotes on warrant interest rates to provide funding to pay for paving and water districts. This year we received the following quotes: First National Bank 2.08%; First State Bank 1.27%; Platte Valley Bank 2.25%; and Western States Bank – no response. Staff is recommending First State Bank as the lowest interest rate and most responsible quote. Moved by Council Member McCarthy, seconded by Council Member Colwell, "to award the bid for warrants based on quotes for interest rates for the period 10-01-2017 through 09-30-2018 and approve the Resolution," "YEAS", Colwell, Meininger, McCarthy, and Gonzales, "NAYS", None. Absent: None, Abstain: Shaver.

RESOLUTION NO. 17-09-01

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

That the claim of First State Bank in the amount of \$5,869.76, to payoff outstanding warrant principal to 9-30-17 for the Paving District #306, 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 \$146,624.46, to payoff outstanding warrant principal to 9-30-17 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 \$540,997.49, to payoff outstanding warrant principal and \$17,237.99 to pay warrant interest to 9-30-17 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 \$103,109.07, to payoff outstanding warrant principal and \$1,329.45 to pay warrant interest to 9-30-17 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 \$67,672.75, to payoff outstanding warrant principal and \$1,567.31 to pay warrant interest to 9-30-17 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 18th day of September, 2017.

Mayor

ATTEST:

City Clerk
"seal"

Council reviewed the Promotional Event Permit for Shots Bar and Grill to hold a car show and Chili cook off downtown, on October 7, 2017. Council Member Shaver had questions about the noise permit portion of the event; however, the organizer from Shots was not present to provide information. Moved by Council Member Shaver, seconded by Mayor Meininger, "to table the Business Promotional Event Permit for Shots to hold a car show and Chili Cook-off on October 7, 2017 to gather more information regarding the noise permit for music," "YEAS", Colwell, Meininger, McCarthy, Shaver and Gonzales, "NAYS", None. Absent: None.

Cassidy Baum, Executive Director for Keep Scottsbluff Gering Beautiful, gave the Council an update on the many programs they have provided over the past year. These events include the household hazardous waste collection, which they hope to make an annual event, based on funding; the Pharmaceutical Take Back which they will try to do twice a year; the annual Recycle your Cycles event; Earth Day, which helps to collect batteries and shredding services; and the many educational and special events.

Mayor Meininger opened the public hearing at 6:20 p.m. which was scheduled for this date, to review the completion of the Downtown Revitalization Grant, which was funded in part by a Community Development Block Grant from the Nebraska Department of Economic Development.

Rawnda Pierce, Executive Director of Twin Cities, was the administrator of this 2010 grant which closed approximately 3 ½ years ago. She explained that the City of Scottsbluff, Nebraska received \$350,000 in Community Development Block Grant funds for this project. The CDBG funds were used for the development and completion of the Downtown Revitalization Project. A total of \$594,000 in local matching funds was also included in the project as matching funds. There were 48 businesses assisted with this grant program. This public hearing is being held to gather public input on the completion of the City of Scottsbluff Downtown Revitalization Project.

Council Member Gonzales asked if there has been any follow up with businesses who participated in the grant program. Ms. Pierce said she has not followed up with the businesses as it is not required by the grant program.

Katie Bradshaw, citizen, asked if this public hearing would also address the current improvements being made to the streets, sidewalks, plaza and handicap accessibility as many of the business people downtown were unclear as to what the plan is for downtown. Mayor Meininger commented that these improvements are not part of the Downtown Revitalization Project, however, a report on the streets, etc. can be included as an agenda item at another city council meeting.

There were no further comments from the public; the public hearing was closed at 6:25 p.m.

Mayor Meininger opened the public hearing at 6:25 p.m. which was scheduled for this date to consider amending the Parks and Recreation section of the City's Comprehensive Plan. City Manager Johnson explained that City Staff is working on improvements to the 23 Club facility and are pursuing a \$150,000 grant to help with some of the expenses. An amendment to the city's Comprehensive Plan will

show a need for the improvements and that the plan aligns with the proposed improvements. Our Comprehensive Plan does not outline specific assets, so the amendment will include specifics for the 23 Club facility.

Jack Baker with Baker and Associates has been working on the grant for the 23 Club, and noted that the focus of the grant will be on the building. These improvements will be divided into three areas - the building, improvements to seating, and landscaping. Amendments to the Comprehensive Plan could include improvements to other parks also.

City Manager Johnson added that a Resolution for the grant application will be on the next Council agenda. Council Member Gonzales asked for the minutes from the Park, Cemetery and Tree Board for Council's review. There were no additional public comments, Mayor Meininger closed the public hearing at 6:30 p.m. The Resolution, amended Comprehensive Plan and Park, Cemetery and Tree Board minutes will be presented at the next City Council Meeting for Council's review and approval.

Mayor Meininger opened the public hearing at 6:30 p.m. to consider an Ordinance amending paving permit requirements; amending drainage requirements for new subdivisions; providing for a stormwater impact fee; and adding post-construction design standards for stormwater management and pollution control. The Planning Commission reviewed this Ordinance at their September 11, 2017 meeting and did not approve the amendments. This was referred to staff for additional input. City Manager Johnson stated that since we had already advertised the Public Hearing it was staff's recommendation to receive public input as we continue to work on the draft Ordinance.

Mr. Bill Trumbull, business owner and Chair of the Community Redevelopment Authority (CRA), offered public opinion, stating that he had many concerns regarding the impact of these additional fees. The additional impact for new single family construction would be approximately \$5,000. We currently do not have a growing economy with a lot of new construction. We have talked about affordable housing, and imposing these additional fees is a step in the wrong direction. We need to consider locations for retention ponds and take a closer look at these amendments. There were no additional comments. Mayor Meininger closed the public hearing at 6:27 p.m. Staff will review these amendments and bring the revised Ordinance to the City Council after the Planning Commission reviews them.

City Manager Johnson explained that the Investment committee met recently and discussed the need to increase the list of local institutions of which to invest the City's funds. Pinnacle Bank and Moreton Capital are the two depositories that have been added to the list noted in the Resolution. Moved by Council Member Shaver, seconded by Council Member Gonzales, "to accept the recommendation from the Investment Committee to authorize the City Manager and Finance Director to add Moreton Capital and Pinnacle Bank as authorized financial institutions to hold the City's investments per the Investment Policy and approve Resolution No. 17-09-02," "YEAS", Colwell, Meininger, McCarthy, Shaver and Gonzales, "NAYS", None. Absent: None.

RESOLUTION NO. 17-09-02

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

1. US Bank NA, First National Bank, First State Bank, Platte Valley Bank, Western States Bank and Pinnacle Bank, all with local branches in Scotts Bluff County, Nebraska, and the Nebraska Public Agency Investment Trust (NPAIT) as well as

Wells Fargo Bank, NA, Wells Fargo Securities, LLC and Moreton Capital Markets, LLC are designated as depositories and/or financial investment institutions for funds of the City.

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

Randy Meininger OR
Floyd J. "Jordan" Colwell AND

Cynthia Dickinson OR Christine
Burbach

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

Nathan Johnson OR Cynthia
Dickinson

2. Provided, the Finance Director for the City, Elizabeth Hilyard, is authorized to make ACH drafts and withdrawals for payroll, electronic claims, utility payment drafts and debt payments on behalf of the City from any of the financial institutions named in paragraph 1. of this Resolution.
3. The banks are authorized to pay all orders and receive them for the credit of or in payment from the payee or any other holder without inquiring into the circumstances of the issue or the disposition of the proceeds.
4. US Bank is authorized to issue Visa credit cards to City personnel. The personnel to receive the cards and the credit limit on said cards shall be as approved by the City Manager or his/her designee.
5. This Resolution will revoke all prior banking resolutions and shall be delivered to all banks named in this Resolution. This Resolution will remain in effect until notice of revocation is delivered to any of these banks.

Passed, approved and effective this 18th day of September, 2017.

Mayor

ATTEST:_____, City Clerk

Mayor Meininger introduced the 2017-2018 Budget Ordinance No. 4222 which was read by title on third reading: **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.** There were no additional comments from the public regarding the budget. Moved by Mayor Meininger, seconded by Council Member McCarthy, “to adopt Ordinance No. 4222, Fiscal Year 2017-2018 Budget,” “YEAS”, Colwell, Meininger, McCarthy and Gonzales, “NAYS”, Shaver. Absent: None.

Council introduced Ordinance No. 4223 authorizing the issuance of General Obligation Highway Allocation Fund Bond Series 2018 for improvements to 42nd Street which was read by title on third reading: **AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2018, OF THE CITY OF SCOTTSBLUFF, NEBRASKA IN A PRINCIPAL AMOUNT NOT TO EXCEED \$3,870,000 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.**

There were no additional comments from the public regarding this bond. Moved by Mayor Meininger, seconded by Council Member Colwell, “to adopt Ordinance No. 4223, ” “YEAS”, Colwell, Meininger, McCarthy and Gonzales, “NAYS”, Shaver. Absent: None.

Starr Lehl, Economic Development Director, presented information on the final East Overland Corridor Revitalization Plan. The East Overland Revitalization Steering Committee presented the draft plan, which was approved by the Community Redevelopment Authority (CRA). The funds provided by the City of Scottsbluff to assist with the revitalization will be available to commercial and residential property owners on East Overland. The maximum grant amount of \$10,000 will require a match, dollar for dollar. The grant funds must be used for exterior renovations, however, the matching funds can be used on the interior.

Bill Trumbull, CRA Chair, explained that the committee was excited about the possibilities of providing these funds for the revitalization of East Overland. Council Member Gonzales asked that he be appointed to the East Overland Steering Committee as a representative. This item will be added to the next City Council Meeting.

Moved by Council Member Shaver, seconded by Council Member McCarthy, “to approve the final East Overland Corridor Revitalization Plan,” “YEAS”, Colwell, Meininger, McCarthy, Shaver and Gonzales, “NAYS”, None. Absent: None.

City Manager Johnson presented information and letter of support regarding the recommendation for an essential air service provider. Mr. Johnson reviewed the bids received by the Western Nebraska Regional Airport Authority Board. The Board will meet on September 19th to discuss the bids, of which one bid was clearly the best proposal. The Airport Authority Board has requested support from governmental entities in the region. Moved by Council Member Gonzales, seconded by Council Member McCarthy, “to submit a letter of support for a local essential air service provider and authorize the Mayor to sign a letter of support,” “YEAS”, Colwell, Meininger, McCarthy, Shaver and Gonzales, “NAYS”, None. Absent: None.

Mr. Johnson presented the Final Plat of Lots 1-2 Block 30, North Scottsbluff Addition. These are tax lots that were never platted. Both lots have access from the street; this will provide more room on the lot for the applicant. Mr. Johnson added that there are no issues with this plat. Council Member Shaver asked if Lot 2 will be large enough to meet all set-backs. Mr. Johnson answered that it will. Moved by Council Member Shaver, seconded by Council Member Colwell, “to approve the Final Plat of Lots 1-2 Block 30, North Scottsbluff Addition and approve Resolution No. 17-09-03,” “YEAS”, Colwell, Meininger, McCarthy, Shaver and Gonzales, “NAYS”, None. Absent: None.

RESOLUTION NO. 17-09-03

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

WHEREAS, BE IT RESOLVED, the final plat of Lots 1 & 2, subdivision in the SW¼ of Block 30, North Scottsbluff Addition, Scottsbluff, Scotts Bluff County, Nebraska, dated September 18, 2017, duly made, acknowledged and certified, is approved and the Mayor is authorized to sign the Plat on behalf of the City of Scottsbluff, Nebraska. Such Plat is ordered filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this 18th day of September, 2017.

Mayor

ATTEST:

City Clerk

Mr. Johnson presented the Final Plat and Dedication of a Portion of East 9th Street, which has never been dedicated as a street right of way. The adjacent property owner had been paying taxes on this parcel; which will be adjusted. Moved by Council Member Shaver, seconded by Council Member McCarthy, “to approve the Final Plat and Dedication of a Portion of East 9th Street and approve Resolution No. 17-09-04,” “YEAS”, Colwell, Meininger, McCarthy, Shaver and Gonzales, “NAYS”, None. Absent: None.

RESOLUTION NO. 17-09-04

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

WHEREAS, BE IT RESOLVED, the final plat and dedication of a portion of East 9th Street in the City of Scottsbluff, Nebraska, situated in the Northwest Quarter of the Northeast Quarter of Section 25, Township 22 North, Range 55 West of the 6th P.M., Scott Bluff County, Nebraska, dated September 18, 2017, duly made, acknowledged and certified, is approved and the Mayor is authorized to sign the Plat and Dedication on behalf of the City of Scottsbluff, Nebraska. Such Plat is ordered filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this 18th day of September, 2017.

Mayor

ATTEST:

City Clerk

Under Council Reports, Council Member Shaver asked when applications for the East Overland Revitalization Grants would be available. Economic Development Director Lehl explained that applications and guidelines will be hand delivered to all residents and business owners on East Overland. In addition, sources of leverage or matching funds will also be delivered. Ms. Lehl also reported that WNED will hold a Housing Summit at the Weborg Center on September 26, 2017 from 11:30 a.m. to 1:30 p.m.

Mr. Johnson informed Council that Captain Brian Wasson will be attending the National FBI Academy.

Mayor Meininger reported that the 911 Advisory Task Force meets this week.

The signs around the high school seem to be improving the traffic flow. The digital sign on 33rd Street is creating some awareness, however, Council Member Shaver stated that he has witnessed people having races with the sign. Chief Spencer reported that they have issued recent citations at this location.

Moved by Council Member Shaver, seconded by Council Member Gonzales, "to adjourn the meeting at 7:00 p.m.," "YEAS", Colwell, Meininger, McCarthy, Shaver and Gonzales, "NAYS", None. Absent: None.

Mayor

Attest:

City Clerk

"SEAL"

City of Scottsbluff, Nebraska

Monday, October 2, 2017

Regular Meeting

Item Consent2

Council to set a public hearing for October 16, 2017 at 6:05 p.m. to receive a report from the LB840 Citizen Review Committee.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, October 2, 2017

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Liz Hilyard, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 09/19/2017 - 10/02/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				40.79
				Fund 713 - CASH & INVESTMENT POOL Total:	40.79
				Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:	40.79
Vendor: 09373 - AIR EVAC EMS, INC					
Fund: 111 - GENERAL					
MEMBERSHIP	CONTRACTUAL SERVICES				7,600.00
				Fund 111 - GENERAL Total:	7,600.00
				Vendor 09373 - AIR EVAC EMS, INC Total:	7,600.00
Vendor: 09021 - AIRGAS USA, LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				8.47
dept supplies	DEPARTMENT SUPPLIES				52.52
				Fund 621 - ENVIRONMENTAL SERVICES Total:	60.99
				Vendor 09021 - AIRGAS USA, LLC Total:	60.99
Vendor: 02118 - ANITA'S GREENSCAPING INC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				272.22
				Fund 111 - GENERAL Total:	272.22
Fund: 216 - BUSINESS IMPROVEMENT					
BID PRKNG LTS	CONTRACTUAL SERVICES				758.89
				Fund 216 - BUSINESS IMPROVEMENT Total:	758.89
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				230.00
				Fund 661 - STORMWATER Total:	230.00
				Vendor 02118 - ANITA'S GREENSCAPING INC Total:	1,261.11
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				9.99
VEH MAINT	VEHICLE MAINTENANCE				29.59
VEH MAINT	VEHICLE MAINTENANCE				14.32
				Fund 111 - GENERAL Total:	53.90
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				10.49
equip mtnc	EQUIPMENT MAINTENANCE				145.21
equip mtnc	EQUIPMENT MAINTENANCE				27.74
equip mtnc	EQUIPMENT MAINTENANCE				5.26
				Fund 725 - CENTRAL GARAGE Total:	188.70
				Vendor 04575 - AUTOZONE STORES, INC Total:	242.60
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				6.00
BLDG MAINT	BUILDING MAINTENANCE				6.00
Dep. Sup - LIBRARY	DEPARTMENT SUPPLIES				59.50
				Fund 111 - GENERAL Total:	71.50
				Vendor 00295 - B & H INVESTMENTS, INC Total:	71.50

Expense Approval Report

Post Dates: 09/19/2017 - 10/02/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08787 - BEEHIVE INDUSTRIES,LLC					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				8,425.00
Fund 111 - GENERAL Total:					8,425.00
Vendor 08787 - BEEHIVE INDUSTRIES,LLC Total:					8,425.00
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC					
Fund: 111 - GENERAL					
Monthly Energy Bill	HEATING FUEL				37.86
Monthly Energy Bill	HEATING FUEL				52.90
Monthly Energy Bill	HEATING FUEL				52.90
Monthly Energy Bill	HEATING FUEL				33.69
Monthly Energy Bill	HEATING FUEL				81.02
Monthly Energy Bill	HEATING FUEL				55.57
Monthly Energy Bill	HEATING FUEL				128.70
Fund 111 - GENERAL Total:					442.64
Fund: 212 - TRANSPORTATION					
Monthly Energy Bill	HEATING FUEL				245.40
Fund 212 - TRANSPORTATION Total:					245.40
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Energy Bill	HEATING FUEL				62.86
Fund 621 - ENVIRONMENTAL SERVICES Total:					62.86
Fund: 641 - WATER					
Monthly Energy Bill	HEATING FUEL				136.85
Fund 641 - WATER Total:					136.85
Fund: 725 - CENTRAL GARAGE					
Monthly Energy Bill	HEATING FUEL				33.69
Fund 725 - CENTRAL GARAGE Total:					33.69
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:					921.44
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
JANIT SUPPL	JANITORIAL SUPPLIES				25.74
JANIT SUPPL	JANITORIAL SUPPLIES				25.74
Jan. sup.	JANITORIAL SUPPLIES				227.35
DEPT SUPP	DEPARTMENT SUPPLIES				203.88
Fund 111 - GENERAL Total:					482.71
Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:					482.71
Vendor: 00612 - CARLSON, DEBRA					
Fund: 111 - GENERAL					
Pgrm	PROGRAMMING				18.00
Fund 111 - GENERAL Total:					18.00
Vendor 00612 - CARLSON, DEBRA Total:					18.00
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
CELL PHONES	TELEPHONE				308.36
Fund 111 - GENERAL Total:					308.36
Vendor 07911 - CELLCO PARTNERSHIP Total:					308.36
Vendor: 09768 - CHARTER COMMUNICATIONS HOLDINGS LLC					
Fund: 111 - GENERAL					
fire TV- box	EQUIPMENT MAINTENANCE				7.81
Fund 111 - GENERAL Total:					7.81
Vendor 09768 - CHARTER COMMUNICATIONS HOLDINGS LLC Total:					7.81

Expense Approval Report

Post Dates: 09/19/2017 - 10/02/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09736 - CHILD SUPPORT					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT	CHILD SUPPORT EE PAY				12.00
				Fund 713 - CASH & INVESTMENT POOL Total:	12.00
				Vendor 09736 - CHILD SUPPORT Total:	12.00
Vendor: 07955 - CHRIS BRANNAN					
Fund: 621 - ENVIRONMENTAL SERVICES					
uniforms & clothing	UNIFORMS & CLOTHING				125.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	125.00
				Vendor 07955 - CHRIS BRANNAN Total:	125.00
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				12.76
				Fund 111 - GENERAL Total:	12.76
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				82.83
dept supplies	DEPARTMENT SUPPLIES				36.19
				Fund 621 - ENVIRONMENTAL SERVICES Total:	119.02
Fund: 661 - STORMWATER					
DEPT SUP	DEPARTMENT SUPPLIES				189.49
				Fund 661 - STORMWATER Total:	189.49
				Vendor 02396 - CITIBANK N.A. Total:	321.27
Vendor: 05859 - CITIBANK, N.A.					
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				10.00
				Fund 213 - CEMETERY Total:	10.00
				Vendor 05859 - CITIBANK, N.A. Total:	10.00
Vendor: 00367 - CITY OF SCB					
Fund: 111 - GENERAL					
POSTAGE/FIREARMS SUPPL	FIREARMS SUPPLIES				37.44
POSTAGE/FIREARMS SUPPL	POSTAGE				19.34
				Fund 111 - GENERAL Total:	56.78
Fund: 311 - DEBT SERVICE					
PETTY CASH	DEBT SERVICE				109.13
				Fund 311 - DEBT SERVICE Total:	109.13
				Vendor 00367 - CITY OF SCB Total:	165.91
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				247.10
DEPT SUPPL	DEPARTMENT SUPPLIES				85.00
DEPT SUPP	DEPARTMENT SUPPLIES				154.30
DEPT SUPP	DEPARTMENT SUPPLIES				310.07
				Fund 111 - GENERAL Total:	796.47
Fund: 224 - ECONOMIC DEVELOPMENT					
DEPT SUPP	DEPARTMENT SUPPLIES				157.76
DEPT SUPP	DEPARTMENT SUPPLIES				138.15
DEPT SUPP	DEPARTMENT SUPPLIES				32.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	327.91
				Vendor 01976 - CLARK PRINTING LLC Total:	1,124.38
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY					
Fund: 713 - CASH & INVESTMENT POOL					
SUPPLEMENTAL INS	LIFE INS EE PAYABLE				22.75

Expense Approval Report

Post Dates: 09/19/2017 - 10/02/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
SUPPLEMENTAL INS	DIS INC INS EE PAYABLE				25.95
Fund 713 - CASH & INVESTMENT POOL Total:					48.70
Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:					48.70
Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				97.36
SCHOOLS & CONF	SCHOOL & CONFERENCE				93.42
Fund 111 - GENERAL Total:					190.78
Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:					190.78
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 212 - TRANSPORTATION					
SUPP - EXP. JOINT	DEPARTMENT SUPPLIES				137.20
SUPP - UPRIGHT COMPACTOR ...	DEPARTMENT SUPPLIES				2,227.94
CONCRETE BLADE, STAKES	DEPARTMENT SUPPLIES				546.84
Fund 212 - TRANSPORTATION Total:					2,911.98
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				109.76
Fund 621 - ENVIRONMENTAL SERVICES Total:					109.76
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:					3,021.74
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC					
Fund: 212 - TRANSPORTATION					
ELECT. SUPP - CONDUIT	DEPARTMENT SUPPLIES				632.03
Fund 212 - TRANSPORTATION Total:					632.03
Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:					632.03
Vendor: 09767 - CROELL INC					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				1,123.75
Fund 212 - TRANSPORTATION Total:					1,123.75
Vendor 09767 - CROELL INC Total:					1,123.75
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				11.04
DEPT SUP	DEPARTMENT SUPPLIES				9.96
Dep sup.	DEPARTMENT SUPPLIES				77.98
Dep sup.	DEPARTMENT SUPPLIES				356.59
DEPT SUPP	DEPARTMENT SUPPLIES				85.99
DEPT SUPP	DEPARTMENT SUPPLIES				85.99
Fund 111 - GENERAL Total:					627.55
Vendor 07689 - CYNTHIA GREEN Total:					627.55
Vendor: 09692 - DOOLEY OIL INC					
Fund: 725 - CENTRAL GARAGE					
dept supplies	DEPARTMENT SUPPLIES				41.23
Fund 725 - CENTRAL GARAGE Total:					41.23
Vendor 09692 - DOOLEY OIL INC Total:					41.23
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				450.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					450.00
Vendor 07421 - DUANE E. WOHLERS Total:					450.00
Vendor: 06808 - EMBLEM'S INC					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				378.00
Fund 111 - GENERAL Total:					378.00
Vendor 06808 - EMBLEM'S INC Total:					378.00

Expense Approval Report

Post Dates: 09/19/2017 - 10/02/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 03950 - ENERGY LABORATORIES, INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				135.00
				Fund 641 - WATER Total:	135.00
				Vendor 03950 - ENERGY LABORATORIES, INC Total:	135.00
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				491.16
				Fund 725 - CENTRAL GARAGE Total:	491.16
				Vendor 07574 - FAT BOYS TIRE AND AUTO Total:	491.16
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 641 - WATER					
POSTAGE	POSTAGE				127.40
				Fund 641 - WATER Total:	127.40
				Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	127.40
Vendor: 09331 - FLIAM, TYLER					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				75.00
				Fund 111 - GENERAL Total:	75.00
				Vendor 09331 - FLIAM, TYLER Total:	75.00
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				206.20
				Fund 725 - CENTRAL GARAGE Total:	206.20
				Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:	206.20
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC					
Fund: 511 - CAPITAL PROJECTS FUND					
EQUIPMENT	EQUIPMENT				17,518.58
				Fund 511 - CAPITAL PROJECTS FUND Total:	17,518.58
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				161.90
				Fund 725 - CENTRAL GARAGE Total:	161.90
				Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:	17,680.48
Vendor: 00887 - FYR-TEK INC					
Fund: 111 - GENERAL					
Replacement Foam and Fire Ho...	DEPARTMENT SUPPLIES				1,550.95
				Fund 111 - GENERAL Total:	1,550.95
				Vendor 00887 - FYR-TEK INC Total:	1,550.95
Vendor: 05600 - GALLS INC					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				109.98
UNIFORMS	UNIFORMS & CLOTHING				26.60
UNIFORMS	UNIFORMS & CLOTHING				538.01
				Fund 111 - GENERAL Total:	674.59
				Vendor 05600 - GALLS INC Total:	674.59
Vendor: 09709 - GATCH RICK					
Fund: 621 - ENVIRONMENTAL SERVICES					
uniforms & clothing	UNIFORMS & CLOTHING				69.99
				Fund 621 - ENVIRONMENTAL SERVICES Total:	69.99
				Vendor 09709 - GATCH RICK Total:	69.99
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
Department Supplies	DEPARTMENT SUPPLIES				10.76
Department Supplies	DEPARTMENT SUPPLIES				12.40

Expense Approval Report

Post Dates: 09/19/2017 - 10/02/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Department Supplies	DEPARTMENT SUPPLIES				32.82
Department Supplies	DEPARTMENT SUPPLIES				22.96
Department supplies	DEPARTMENT SUPPLIES				47.37
Dep sup & prgrm	DEPARTMENT SUPPLIES				85.60
Dep sup & prgrm	PROGRAMMING				49.82
Dep. sup. & prgrm	DEPARTMENT SUPPLIES				15.74
Dep. sup. & prgrm	PROGRAMMING				9.11
DEPT SUPP	DEPARTMENT SUPPLIES				67.81
DEPT SUPP	DEPARTMENT SUPPLIES				29.88
Fund 111 - GENERAL Total:					384.27
Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:					384.27
Vendor: 09776 - GREAT LAKES HIGHER EDUCATION GUARANTY CORP					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				185.82
Fund 713 - CASH & INVESTMENT POOL Total:					185.82
Vendor 09776 - GREAT LAKES HIGHER EDUCATION GUARANTY CORP Total:					185.82
Vendor: 02696 - GREENKEEPER COMPANY, INC					
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				4,100.00
Fund 213 - CEMETERY Total:					4,100.00
Vendor 02696 - GREENKEEPER COMPANY, INC Total:					4,100.00
Vendor: 09100 - HANSEN, JOSH					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				75.00
Fund 111 - GENERAL Total:					75.00
Vendor 09100 - HANSEN, JOSH Total:					75.00
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				2,613.00
CHEMICALS	CHEMICALS				1,603.25
SAMPLES	CHEMICALS				2,063.75
Fund 641 - WATER Total:					6,280.00
Vendor 04371 - HAWKINS, INC. Total:					6,280.00
Vendor: 09565 - HICKOX KEVIN					
Fund: 621 - ENVIRONMENTAL SERVICES					
uniforms & clothing	UNIFORMS & CLOTHING				125.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					125.00
Vendor 09565 - HICKOX KEVIN Total:					125.00
Vendor: 05667 - HOA SOLUTIONS, INC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				1,975.00
Fund 631 - WASTEWATER Total:					1,975.00
Vendor 05667 - HOA SOLUTIONS, INC Total:					1,975.00
Vendor: 09305 - HONEY WAGON EXPRESS					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				155.00
Fund 111 - GENERAL Total:					155.00
Vendor 09305 - HONEY WAGON EXPRESS Total:					155.00
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
JANITORIAL SUPP	JANITORIAL SUPPLIES				75.70
DEPT SUPP	DEPARTMENT SUPPLIES				35.79
JANITORIAL SUPP	JANITORIAL SUPPLIES				27.57
Jan sup.	JANITORIAL SUPPLIES				90.65
JANITORIAL SUPP	JANITORIAL SUPPLIES				139.86

Expense Approval Report

Post Dates: 09/19/2017 - 10/02/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPP	DEPARTMENT SUPPLIES				55.27
				Fund 111 - GENERAL Total:	424.84
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				56.95
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				29.59
				Fund 212 - TRANSPORTATION Total:	86.54
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				67.72
dept supplies	DEPARTMENT SUPPLIES				68.58
				Fund 621 - ENVIRONMENTAL SERVICES Total:	136.30
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				32.13
CONTRACTUAL SVC	CONTRACTUAL SERVICES				32.30
				Fund 641 - WATER Total:	64.43
Fund: 725 - CENTRAL GARAGE					
dept supplies	DEPARTMENT SUPPLIES				27.38
dept supplies	UNIFORMS & CLOTHING				8.28
uniforms & clothing	DEPARTMENT SUPPLIES				27.38
uniforms & clothing	UNIFORMS & CLOTHING				8.28
				Fund 725 - CENTRAL GARAGE Total:	71.32
				Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	783.43
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				26.33
				Fund 111 - GENERAL Total:	26.33
				Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:	26.33
Vendor: 02578 - INFINITY CONSTRUCTION, INC.					
Fund: 212 - TRANSPORTATION					
DOWNTOWN BULB-OUT PROJE...	STREET PROJECTS				37,624.49
				Fund 212 - TRANSPORTATION Total:	37,624.49
Fund: 224 - ECONOMIC DEVELOPMENT					
LB840 AIRPORT STORM DRAIN	ECONOMIC DEVELOPMENT				85,019.90
				Fund 224 - ECONOMIC DEVELOPMENT Total:	85,019.90
Fund: 641 - WATER					
STRUCTURES	STRUCTURES				77,140.56
				Fund 641 - WATER Total:	77,140.56
				Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:	199,784.95
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				16.38
Bks	BOOKS				27.12
Bks	BOOKS				79.17
Bks	BOOKS				378.32
				Fund 111 - GENERAL Total:	500.99
Fund: 211 - REGIONAL LIBRARY					
Bks	BOOKS				50.65
Bks	BOOKS				39.01
				Fund 211 - REGIONAL LIBRARY Total:	89.66
Fund: 223 - KENO					
Bks	DEPARTMENT SUPPLIES				364.26
Bks	DEPARTMENT SUPPLIES				11.04
				Fund 223 - KENO Total:	375.30
				Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:	965.95

Expense Approval Report

Post Dates: 09/19/2017 - 10/02/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,870.40
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,870.40
WITHHOLDINGS	FICA W/H EE PAYABLE				14,340.93
WITHHOLDINGS	FICA W/H EE PAYABLE				14,340.93
WITHHOLDINGS	FED W/H EE PAYABLE				29,607.93
Fund 713 - CASH & INVESTMENT POOL Total:					66,030.59
Vendor 08154 - INTERNAL REVENUE SERVICE Total:					66,030.59
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
CONTRACT SERVICES - LIBRARY	CONTRACTUAL SERVICES				645.98
Fund 111 - GENERAL Total:					645.98
Vendor 08525 - INTRALINKS, INC Total:					645.98
Vendor: 09823 - ISLAND LAW OFFICE, PC LLO					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				222.88
Fund 713 - CASH & INVESTMENT POOL Total:					222.88
Vendor 09823 - ISLAND LAW OFFICE, PC LLO Total:					222.88
Vendor: 00192 - J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
BONDS - DICKINSON & HILYARD	BONDING				875.00
BONDS - DICKINSON & HILYARD	BONDING				875.00
Fund 111 - GENERAL Total:					1,750.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:					1,750.00
Vendor: 09756 - JORDAN COLWELL					
Fund: 111 - GENERAL					
BUSINESS TRVL	BUSINESS TRAVEL				83.00
Fund 111 - GENERAL Total:					83.00
Vendor 09756 - JORDAN COLWELL Total:					83.00
Vendor: 09779 - KAMAN CHERYL					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				1,000.00
Fund 111 - GENERAL Total:					1,000.00
Vendor 09779 - KAMAN CHERYL Total:					1,000.00
Vendor: 09613 - KELLY KAVA					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				192.00
Fund 111 - GENERAL Total:					192.00
Vendor 09613 - KELLY KAVA Total:					192.00
Vendor: 09808 - KENNEDY HOSPITALITY INC					
Fund: 212 - TRANSPORTATION					
SCHOOL & CONF	SCHOOL & CONFERENCE				108.00
Fund 212 - TRANSPORTATION Total:					108.00
Vendor 09808 - KENNEDY HOSPITALITY INC Total:					108.00
Vendor: 09747 - KNOW HOW LLC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				70.26
DEPT SUPP	DEPARTMENT SUPPLIES				2.94
BLDG MAINT	BUILDING MAINTENANCE				59.75
Fund 111 - GENERAL Total:					132.95
Fund: 212 - TRANSPORTATION					
SUPP - WIRING GROMMET	DEPARTMENT SUPPLIES				12.87
Fund 212 - TRANSPORTATION Total:					12.87

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				75.78
dept supplies	DEPARTMENT SUPPLIES				31.36
Fund 621 - ENVIRONMENTAL SERVICES Total:					107.14
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				203.17
equip mtnc	EQUIPMENT MAINTENANCE				15.23
equip mtnc	EQUIPMENT MAINTENANCE				155.51
equip mtnc	EQUIPMENT MAINTENANCE				9.10
equip mtnc	EQUIPMENT MAINTENANCE				9.10
equip mtnc	EQUIPMENT MAINTENANCE				8.23
equip mtnc	EQUIPMENT MAINTENANCE				173.02
equip mtnc	EQUIPMENT MAINTENANCE				8.62
equip mtnc	EQUIPMENT MAINTENANCE				17.77
equip mtnc	EQUIPMENT MAINTENANCE				13.53
equip mtnc	EQUIPMENT MAINTENANCE				17.93
equip mtnc	EQUIPMENT MAINTENANCE				17.93
equip mtnc	EQUIPMENT MAINTENANCE				17.38
equip mtnc	EQUIPMENT MAINTENANCE				17.38
equip mtnc	EQUIPMENT MAINTENANCE				6.45
equip mtnc	EQUIPMENT MAINTENANCE				38.64
equip mtnc	EQUIPMENT MAINTENANCE				18.86
equip mtnc	EQUIPMENT MAINTENANCE				18.02
DEPT SUPPLIES	DEPARTMENT SUPPLIES				35.16
equip mtnc	EQUIPMENT MAINTENANCE				73.61
equip mtnc	EQUIPMENT MAINTENANCE				59.94
dept supplies	DEPARTMENT SUPPLIES				45.54
equip mtnc	EQUIPMENT MAINTENANCE				7.16
dept supplies	DEPARTMENT SUPPLIES				20.99
dept supplies	DEPARTMENT SUPPLIES				54.26
equip mtnc	EQUIPMENT MAINTENANCE				19.54
Fund 725 - CENTRAL GARAGE Total:					1,082.07
Vendor 09747 - KNOW HOW LLC Total:					1,335.03
Vendor: 00639 - KRIZ-DAVIS COMPANY					
Fund: 212 - TRANSPORTATION					
ELECT. SUPP - BALLAST	DEPARTMENT SUPPLIES				36.19
ELECT. SUPP - PVC, COUPLING, ...	DEPARTMENT SUPPLIES				22.40
Fund 212 - TRANSPORTATION Total:					58.59
Vendor 00639 - KRIZ-DAVIS COMPANY Total:					58.59
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 111 - GENERAL					
VEHICLE INS. - PARKS	VEHICLE INSURANCE				26.01
Fund 111 - GENERAL Total:					26.01
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:					26.01
Vendor: 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES					
Fund: 631 - WASTEWATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				45.00
Fund 631 - WASTEWATER Total:					45.00
Fund: 641 - WATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				90.00
Fund 641 - WATER Total:					90.00
Vendor 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES Total:					135.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				1,247.00
Fund 111 - GENERAL Total:					1,247.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
PROFESSIONAL SERVICES - BULB.. STREET PROJECTS					2,164.00
				Fund 212 - TRANSPORTATION Total:	2,164.00
Fund: 224 - ECONOMIC DEVELOPMENT					
PROFESSIONAL SERVICES - LB84... ECONOMIC DEVELOPMENT					22,843.45
				Fund 224 - ECONOMIC DEVELOPMENT Total:	22,843.45
Fund: 641 - WATER					
FACILITY REPAIR	FACILITY REPAIRS				1,578.00
ENGINEERING	ENGINEERING/DESIGN				20,122.50
				Fund 641 - WATER Total:	21,700.50
				Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:	47,954.95
Vendor: 07838 - MAILFINANCE INC					
Fund: 111 - GENERAL					
MAINT FOR POSTAGE	RENT-MACHINES				148.76
				Fund 111 - GENERAL Total:	148.76
				Vendor 07838 - MAILFINANCE INC Total:	148.76
Vendor: 06530 - M-B CO, INC					
Fund: 725 - CENTRAL GARAGE					
equip mtn	EQUIPMENT MAINTENANCE				386.45
				Fund 725 - CENTRAL GARAGE Total:	386.45
				Vendor 06530 - M-B CO, INC Total:	386.45
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				235.80
GROUND MAINT	GROUNDS MAINTENANCE				-235.80
JANITORIAL SUPP	JANITORIAL SUPPLIES				147.45
Department supplies	DEPARTMENT SUPPLIES				6.48
EQUIP MAINT	EQUIPMENT MAINTENANCE				5.32
Department supplies	DEPARTMENT SUPPLIES				27.93
DEPT SUPP	DEPARTMENT SUPPLIES				13.54
				Fund 111 - GENERAL Total:	200.72
Fund: 212 - TRANSPORTATION					
SUPP - SPRINKLER	DEPARTMENT SUPPLIES				6.99
SUPP - AIR FILTERS FOR TRAFFIC...	DEPARTMENT SUPPLIES				46.70
SUPP - PENS, WIRE REACHER	DEPARTMENT SUPPLIES				18.62
SUPP - PLEAT FILTERS	DEPARTMENT SUPPLIES				4.78
SUPP - TIE DOWNS, D-RING	DEPARTMENT SUPPLIES				19.88
				Fund 212 - TRANSPORTATION Total:	96.97
Fund: 631 - WASTEWATER					
BUILDING MAINT	BUILDING MAINTENANCE				32.96
				Fund 631 - WASTEWATER Total:	32.96
				Vendor 07628 - MENARDS, INC Total:	330.65
Vendor: 09075 - NATHAN JOHNSON					
Fund: 111 - GENERAL					
CONFERENCE	SCHOOL & CONFERENCE				50.00
				Fund 111 - GENERAL Total:	50.00
				Vendor 09075 - NATHAN JOHNSON Total:	50.00
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,878.43
				Fund 713 - CASH & INVESTMENT POOL Total:	1,878.43
				Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:	1,878.43

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08083 - NE COLORADO CELLULAR, INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				16.37
				Fund 631 - WASTEWATER Total:	16.37
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				59.11
				Fund 641 - WATER Total:	59.11
				Vendor 08083 - NE COLORADO CELLULAR, INC Total:	75.48
Vendor: 00942 - NE DEPT OF ENVIRONMENTAL QUALITY					
Fund: 621 - ENVIRONMENTAL SERVICES					
post closure care	POST CLOSURE CARE				2,100.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	2,100.00
				Vendor 00942 - NE DEPT OF ENVIRONMENTAL QUALITY Total:	2,100.00
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 111 - GENERAL					
SALES TAX	SALES TAX PAYABLE				1,631.66
				Fund 111 - GENERAL Total:	1,631.66
Fund: 641 - WATER					
SALES TAX	SALES TAX PAYABLE				18,152.66
SALES TAX	SALES TAX PAYABLE				13,043.52
				Fund 641 - WATER Total:	31,196.18
Fund: 661 - STORMWATER					
SALES TAX	SALES TAX PAYABLE				392.21
				Fund 661 - STORMWATER Total:	392.21
				Vendor 00797 - NE DEPT OF REVENUE Total:	33,220.05
Vendor: 04460 - NEBRASKA INTERACTIVE, LLC					
Fund: 111 - GENERAL					
FEES	CONSULTING SERVICES				50.00
				Fund 111 - GENERAL Total:	50.00
				Vendor 04460 - NEBRASKA INTERACTIVE, LLC Total:	50.00
Vendor: 00402 - NEBRASKA MACHINERY CO					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				20,419.54
				Fund 631 - WASTEWATER Total:	20,419.54
				Vendor 00402 - NEBRASKA MACHINERY CO Total:	20,419.54
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 631 - WASTEWATER					
ELECTRICITY	ELECTRIC POWER				14,493.49
ELECTRICITY	ELECTRIC POWER				138.56
				Fund 631 - WASTEWATER Total:	14,632.05
Fund: 641 - WATER					
ELECTRICITY	ELECTRIC POWER				3,460.54
ELECTRICITY	ELECTRIC POWER				11,832.06
				Fund 641 - WATER Total:	15,292.60
				Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	29,924.65
Vendor: 09832 - NEBRASKALAND TIRE INC					
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				23.98
EQUIP MAINT	EQUIPMENT MAINTENANCE				819.06
				Fund 641 - WATER Total:	843.04
				Vendor 09832 - NEBRASKALAND TIRE INC Total:	843.04

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04198 - NEBRASKALAND TIRE, INC					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				457.96
				Fund 725 - CENTRAL GARAGE Total:	457.96
				Vendor 04198 - NEBRASKALAND TIRE, INC Total:	457.96
Vendor: 09509 - NEMNICH AUTOMOTIVE					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				803.18
				Fund 725 - CENTRAL GARAGE Total:	803.18
				Vendor 09509 - NEMNICH AUTOMOTIVE Total:	803.18
Vendor: 09413 - NEOPOST					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				1,000.00
				Fund 111 - GENERAL Total:	1,000.00
				Vendor 09413 - NEOPOST Total:	1,000.00
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				291.72
				Fund 641 - WATER Total:	291.72
				Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:	291.72
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				91.06
other fuel	GASOLINE				159.32
other fuel	OTHER FUEL				7,176.67
				Fund 621 - ENVIRONMENTAL SERVICES Total:	7,427.05
Fund: 725 - CENTRAL GARAGE					
gasoline	GASOLINE				36.36
				Fund 725 - CENTRAL GARAGE Total:	36.36
				Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:	7,463.41
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 631 - WASTEWATER					
SAMPLING	CONTRACTUAL SERVICES				90.50
				Fund 631 - WASTEWATER Total:	90.50
Fund: 641 - WATER					
SAMPLES	SAMPLES				192.00
				Fund 641 - WATER Total:	192.00
				Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:	282.50
Vendor: 00017 - PANHANDLE HUMANE SOCIETY					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				5,174.59
				Fund 111 - GENERAL Total:	5,174.59
				Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:	5,174.59
Vendor: 09119 - PEACEFUL PRAIRIE NURSERY, INC					
Fund: 223 - KENO					
TREES,SHRUBS,PLANTS - PLAZA	DEPARTMENT SUPPLIES				4,602.64
				Fund 223 - KENO Total:	4,602.64
				Vendor 09119 - PEACEFUL PRAIRIE NURSERY, INC Total:	4,602.64
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 321 - TIF PROJECTS					
TIF - FAIRFIELD INN	DEBT SVC (INT) - TIF				42,226.77
				Fund 321 - TIF PROJECTS Total:	42,226.77
Fund: 713 - CASH & INVESTMENT POOL					
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE				13,287.24

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
HEALTH SAVINGS ACCOUNT	HSA ER PAYABLE				1,300.00
Fund 713 - CASH & INVESTMENT POOL Total:					14,587.24
Vendor 01276 - PLATTE VALLEY BANK Total:					56,814.01
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				97.24
Fund 621 - ENVIRONMENTAL SERVICES Total:					97.24
Fund: 631 - WASTEWATER					
Postage	POSTAGE				97.24
Fund 631 - WASTEWATER Total:					97.24
Fund: 641 - WATER					
Postage	POSTAGE				97.25
Fund 641 - WATER Total:					97.25
Vendor 00272 - POSTMASTER Total:					291.73
Vendor: 08223 - PROJECT WET FOUNDATION					
Fund: 661 - STORMWATER					
DEPT SUP	DEPARTMENT SUPPLIES				1,325.64
Fund 661 - STORMWATER Total:					1,325.64
Vendor 08223 - PROJECT WET FOUNDATION Total:					1,325.64
Vendor: 01356 - QUICK CARE MEDICAL SERVICES					
Fund: 111 - GENERAL					
physical for Rhoden	VOLUNTEER FIREMAN				92.00
Fund 111 - GENERAL Total:					92.00
Vendor 01356 - QUICK CARE MEDICAL SERVICES Total:					92.00
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
CLAIMS	CLAIMS EXPENSE				82,559.84
HEALTH INS. PREMIUM	PREMIUM EXPENSE				38,093.47
CLAIMS	CLAIMS EXPENSE				15,492.12
Fund 812 - HEALTH INSURANCE Total:					136,145.43
Vendor 04089 - REGIONAL CARE INC Total:					136,145.43
Vendor: 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				87,500.00
Fund 111 - GENERAL Total:					87,500.00
Vendor 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION Total:					87,500.00
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT					
Fund: 641 - WATER					
ELECTRIC PWR	ELECTRIC POWER				2,100.45
Fund 641 - WATER Total:					2,100.45
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:					2,100.45
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
EMPLOYEE DEDUCTION	SMEC EE PAYABLE				223.50
Fund 713 - CASH & INVESTMENT POOL Total:					223.50
Vendor 00026 - S M E C Total:					223.50
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				11.52
EQUIP MAINT	EQUIPMENT MAINTENANCE				67.87
EQUIP MAINT	EQUIPMENT MAINTENANCE				93.63
Fund 111 - GENERAL Total:					173.02

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 725 - CENTRAL GARAGE					
equip mtn	EQUIPMENT MAINTENANCE				152.13
				Fund 725 - CENTRAL GARAGE Total:	152.13
				Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	325.15
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: 09815 - SCOTTSBLUFF FAMILY CHIROPRACTIC					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				211.69
				Fund 713 - CASH & INVESTMENT POOL Total:	211.69
				Vendor 09815 - SCOTTSBLUFF FAMILY CHIROPRACTIC Total:	211.69
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				552.00
				Fund 713 - CASH & INVESTMENT POOL Total:	552.00
				Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	552.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				35.00
				Fund 111 - GENERAL Total:	35.00
Fund: 213 - CEMETERY					
UNIFORMS/CLOTHING	UNIFORMS & CLOTHING				248.00
				Fund 213 - CEMETERY Total:	248.00
Fund: 224 - ECONOMIC DEVELOPMENT					
DEPT SUPP	DEPARTMENT SUPPLIES				16.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	16.00
				Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:	299.00
Vendor: 00108 - SCOTTSBLUFF WINSUPPLY COMPANY					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				160.26
				Fund 111 - GENERAL Total:	160.26
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				24.14
				Fund 213 - CEMETERY Total:	24.14
				Vendor 00108 - SCOTTSBLUFF WINSUPPLY COMPANY Total:	184.40
Vendor: 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE					
Fund: 224 - ECONOMIC DEVELOPMENT					
SCHOOL & CONF	SCHOOL & CONFERENCE				25.00
SCHOOL & CONF	SCHOOL & CONFERENCE				32.12
				Fund 224 - ECONOMIC DEVELOPMENT Total:	57.12
				Vendor 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE Total:	57.12
Vendor: 00684 - SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
LEGAL FEES	LEGAL FEES				33.78
LEGAL FEES	LEGAL FEES				30.40
LEGAL FEES	LEGAL FEES				46.18
				Fund 111 - GENERAL Total:	110.36
				Vendor 00684 - SHERIFF'S OFFICE Total:	110.36
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				884.50

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				915.00
ST. REPAIR SUPP. - BASE GRAVEL	STREET REPAIR SUPPLIES				191.10
Fund 212 - TRANSPORTATION Total:					1,990.60
Vendor 01031 - SIMON CONTRACTORS Total:					1,990.60
Vendor: 00054 - STATE HEALTH LAB					
Fund: 641 - WATER					
SAMPLES	SAMPLES				1,402.00
Fund 641 - WATER Total:					1,402.00
Vendor 00054 - STATE HEALTH LAB Total:					1,402.00
Vendor: 00944 - STATE OF NEBRASKA DEPT OF HEALTH					
Fund: 641 - WATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				50.00
Fund 641 - WATER Total:					50.00
Vendor 00944 - STATE OF NEBRASKA DEPT OF HEALTH Total:					50.00
Vendor: 05087 - TRAFFIC PARTS, INC					
Fund: 212 - TRANSPORTATION					
LED RED BALL LENS, PED ILOOK	DEPARTMENT SUPPLIES				762.00
Fund 212 - TRANSPORTATION Total:					762.00
Vendor 05087 - TRAFFIC PARTS, INC Total:					762.00
Vendor: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				70.38
Fund 631 - WASTEWATER Total:					70.38
Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:					70.38
Vendor: 06358 - UNDERWRITERS LABORATORIES INC					
Fund: 111 - GENERAL					
Annual ladder and twoer testing	EQUIPMENT MAINTENANCE				2,167.55
Fund 111 - GENERAL Total:					2,167.55
Vendor 06358 - UNDERWRITERS LABORATORIES INC Total:					2,167.55
Vendor: 01217 - US BANK					
Fund: 212 - TRANSPORTATION					
dept supplies	DEPARTMENT SUPPLIES				82.77
Fund 212 - TRANSPORTATION Total:					82.77
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				185.46
school & conferences	SCHOOL & CONFERENCE				870.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,055.46
Vendor 01217 - US BANK Total:					1,138.23
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
Air Fare for AM NFA class	SCHOOL & CONFERENCE				350.10
Fuel in Kearney AM card	GASOLINE				39.60
Fuel Lincoln AM card	GASOLINE				21.98
Fuel North Platte AM card	GASOLINE				36.35
Meal ticket NFA AM card	SCHOOL & CONFERENCE				167.86
ASrson conference registration...	SCHOOL & CONFERENCE				250.00
GASOLINE	GASOLINE				30.16
DEPT SUPPL	DEPARTMENT SUPPLIES				894.96
SCHOOLS & CONF	SCHOOL & CONFERENCE				89.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				89.00
GASOLINE	GASOLINE				32.39
NFA meal refund for canceled c...	SCHOOL & CONFERENCE				-167.86
Shipping gauge in for repairs A...	POSTAGE				10.97
REGISTRATION - GFOA UPDATE	SCHOOL & CONFERENCE				135.00
Bks	BOOKS				49.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
GASOLINE	GASOLINE				34.89
SCHOOLS & CONF	SCHOOL & CONFERENCE				735.00
DEPT SUPPL	DEPARTMENT SUPPLIES				744.96
SCHOOLS & CONF	SCHOOL & CONFERENCE				250.00
Class refund for Feltes	SCHOOL & CONFERENCE				-75.00
Dep. sup.	DEPARTMENT SUPPLIES				2.49
LEAGUE CONFERENCE PARKING	SCHOOL & CONFERENCE				33.75
Fund 111 - GENERAL Total:					3,754.60
Vendor 08828 - US BANK Total:					3,754.60
Vendor: 09600 - USGS NATIONAL CENTER MS 270					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				4,208.34
Fund 631 - WASTEWATER Total:					4,208.34
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				4,208.33
Fund 641 - WATER Total:					4,208.33
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				4,208.33
Fund 661 - STORMWATER Total:					4,208.33
Vendor 09600 - USGS NATIONAL CENTER MS 270 Total:					12,625.00
Vendor: 01894 - VAN DIEST SUPPLY COMPANY					
Fund: 212 - TRANSPORTATION					
MOSQUITO SPRAY	DEPARTMENT SUPPLIES				695.00
Fund 212 - TRANSPORTATION Total:					695.00
Vendor 01894 - VAN DIEST SUPPLY COMPANY Total:					695.00
Vendor: 00166 - Vantagepoint Transfer Agents-300793					
Fund: 713 - CASH & INVESTMENT POOL					
DEF COMP	DEFERRED COMP EE PAY				1,920.38
Fund 713 - CASH & INVESTMENT POOL Total:					1,920.38
Vendor 00166 - Vantagepoint Transfer Agents-300793 Total:					1,920.38
Vendor: 09614 - Vantagepoint Transfer Agents-705437					
Fund: 713 - CASH & INVESTMENT POOL					
ROTH IRA	DEFERRED COMP EE PAY				516.00
Fund 713 - CASH & INVESTMENT POOL Total:					516.00
Vendor 09614 - Vantagepoint Transfer Agents-705437 Total:					516.00
Vendor: 03674 - WELLS FARGO BANK, N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT	REGULAR RETIRE EE PAY				6,981.59
RETIREMENT	REGULAR RETIRE EE PAY				7,548.61
RETIREMENT	RETIRE FIRE EE PAYABLE				4,716.15
RETIREMENT	RETIRE FIRE EE PAYABLE				2,755.05
RETIREMENT	RETIRE POLICE EE PAY				5,979.74
RETIREMENT	RETIRE POLICE EE PAY				5,622.97
Fund 713 - CASH & INVESTMENT POOL Total:					33,604.11
Vendor 03674 - WELLS FARGO BANK, N.A. Total:					33,604.11
Vendor: 00209 - WESTERN PLAINS BUSINESS FORMS INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				885.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					885.00
Vendor 00209 - WESTERN PLAINS BUSINESS FORMS INC Total:					885.00

Expense Approval Report

Post Dates: 09/19/2017 - 10/02/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09672 - WESTERN STATES BANK					
Fund: 321 - TIF PROJECTS					
TIF - REGANIS REDEV.	DEBT SVC (INT) - TIF				27,179.84
				Fund 321 - TIF PROJECTS Total:	27,179.84
				Vendor 09672 - WESTERN STATES BANK Total:	27,179.84
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC					
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				22.66
				Fund 631 - WASTEWATER Total:	22.66
				Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:	22.66
Vendor: 01611 - WINKLER ELECTRIC INC					
Fund: 218 - PUBLIC SAFETY					
SERVICES - LIBRARY SECURITY C...	EQUIPMENT				360.58
				Fund 218 - PUBLIC SAFETY Total:	360.58
				Vendor 01611 - WINKLER ELECTRIC INC Total:	360.58
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 725 - CENTRAL GARAGE					
dept supplies	DEPARTMENT SUPPLIES				5.49
				Fund 725 - CENTRAL GARAGE Total:	5.49
				Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:	5.49
Vendor: 09750 - WYOMING WATER DEVELOPMENT OFF					
Fund: 641 - WATER					
PAWS FEASIBILITY STUDY	CONTRACTUAL SERVICES				7,819.37
				Fund 641 - WATER Total:	7,819.37
				Vendor 09750 - WYOMING WATER DEVELOPMENT OFF Total:	7,819.37
Vendor: 03379 - ZM LUMBER INC					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				44.81
				Fund 111 - GENERAL Total:	44.81
				Vendor 03379 - ZM LUMBER INC Total:	44.81
				Grand Total:	876,080.33

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	130,981.72	1,631.66
211 - REGIONAL LIBRARY	89.66	0.00
212 - TRANSPORTATION	48,594.99	0.00
213 - CEMETERY	4,382.14	0.00
216 - BUSINESS IMPROVEMENT	758.89	0.00
218 - PUBLIC SAFETY	360.58	0.00
223 - KENO	4,977.94	0.00
224 - ECONOMIC DEVELOPMENT	108,264.38	0.00
311 - DEBT SERVICE	109.13	0.00
321 - TIF PROJECTS	69,406.61	0.00
511 - CAPITAL PROJECTS FUND	17,518.58	0.00
621 - ENVIRONMENTAL SERVICES	12,930.81	97.24
631 - WASTEWATER	41,610.04	97.24
641 - WATER	169,226.79	31,293.43
661 - STORMWATER	6,345.67	392.21
713 - CASH & INVESTMENT POOL	120,259.13	120,259.13
725 - CENTRAL GARAGE	4,117.84	0.00
812 - HEALTH INSURANCE	136,145.43	98,051.96
Grand Total:	876,080.33	251,822.87

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	1,631.66	1,631.66
111-52111-111	DEPARTMENT SUPPLIES	509.98	0.00
111-52111-121	DEPARTMENT SUPPLIES	52.60	0.00
111-52111-141	DEPARTMENT SUPPLIES	1,711.67	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,972.02	0.00
111-52111-151	DEPARTMENT SUPPLIES	597.90	0.00
111-52111-171	DEPARTMENT SUPPLIES	122.53	0.00
111-52111-172	DEPARTMENT SUPPLIES	499.37	0.00
111-52121-141	JANITORIAL SUPPLIES	25.74	0.00
111-52121-142	JANITORIAL SUPPLIES	25.74	0.00
111-52121-151	JANITORIAL SUPPLIES	318.00	0.00
111-52121-171	JANITORIAL SUPPLIES	390.58	0.00
111-52162-142	FIREARMS SUPPLIES	37.44	0.00
111-52164-141	VOLUNTEER FIREMAN	92.00	0.00
111-52181-142	UNIFORMS & CLOTHING	1,244.59	0.00
111-52222-151	BOOKS	549.99	0.00
111-52223-151	PROGRAMMING	76.93	0.00
111-52411-111	POSTAGE	1,000.00	0.00
111-52411-141	POSTAGE	10.97	0.00
111-52411-142	POSTAGE	19.34	0.00
111-52511-141	GASOLINE	97.93	0.00
111-52511-142	GASOLINE	97.44	0.00
111-53111-112	CONTRACTUAL SERVICES	7,600.00	0.00
111-53111-116	CONTRACTUAL SERVICES	645.98	0.00
111-53111-121	CONTRACTUAL SERVICES	9,672.00	0.00
111-53111-142	CONTRACTUAL SERVICES	5,174.59	0.00
111-53111-171	CONTRACTUAL SERVICES	1,427.22	0.00
111-53111-172	CONTRACTUAL SERVICES	87,500.00	0.00
111-53121-112	CONSULTING SERVICES	50.00	0.00
111-53211-142	LEGAL FEES	110.36	0.00
111-53421-141	BUILDING MAINTENANCE	6.00	0.00
111-53421-142	BUILDING MAINTENANCE	6.00	0.00
111-53421-171	BUILDING MAINTENANCE	86.08	0.00
111-53441-141	EQUIPMENT MAINTENAN...	2,175.36	0.00
111-53441-171	EQUIPMENT MAINTENAN...	178.34	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53451-142	VEHICLE MAINTENANCE	53.90	0.00
111-53471-171	GROUNDS MAINTENANCE	205.07	0.00
111-53521-111	HEATING FUEL	37.86	0.00
111-53521-141	HEATING FUEL	52.90	0.00
111-53521-142	HEATING FUEL	86.59	0.00
111-53521-151	HEATING FUEL	81.02	0.00
111-53521-171	HEATING FUEL	55.57	0.00
111-53521-172	HEATING FUEL	128.70	0.00
111-53561-142	TELEPHONE	308.36	0.00
111-53631-111	RENT-MACHINES	148.76	0.00
111-53711-111	SCHOOL & CONFERENCE	135.00	0.00
111-53711-114	SCHOOL & CONFERENCE	83.75	0.00
111-53711-141	SCHOOL & CONFERENCE	525.10	0.00
111-53711-142	SCHOOL & CONFERENCE	1,503.78	0.00
111-53721-113	BUSINESS TRAVEL	83.00	0.00
111-53811-111	BONDING	875.00	0.00
111-53811-115	BONDING	875.00	0.00
111-53841-171	VEHICLE INSURANCE	26.01	0.00
211-52222-151	BOOKS	89.66	0.00
212-52111-212	DEPARTMENT SUPPLIES	5,338.75	0.00
212-52171-212	STREET REPAIR SUPPLIES	191.10	0.00
212-53491-212	STREET MAINTENANCE	2,923.25	0.00
212-53521-212	HEATING FUEL	245.40	0.00
212-53711-212	SCHOOL & CONFERENCE	108.00	0.00
212-54322-212	STREET PROJECTS	39,788.49	0.00
213-52111-213	DEPARTMENT SUPPLIES	4,134.14	0.00
213-52181-213	UNIFORMS & CLOTHING	248.00	0.00
216-53111-121	CONTRACTUAL SERVICES	758.89	0.00
218-54411-151	EQUIPMENT	360.58	0.00
223-52111-113	DEPARTMENT SUPPLIES	375.30	0.00
223-52111-171	DEPARTMENT SUPPLIES	4,602.64	0.00
224-52111-113	DEPARTMENT SUPPLIES	343.91	0.00
224-53711-113	SCHOOL & CONFERENCE	57.12	0.00
224-59111-114	ECONOMIC DEVELOPME...	107,863.35	0.00
311-57111-111	DEBT SERVICE	109.13	0.00
321-57222-111	DEBT SVC (INT) - TIF	69,406.61	0.00
511-54411-111	EQUIPMENT	17,518.58	0.00
621-52111-621	DEPARTMENT SUPPLIES	1,618.95	0.00
621-52181-621	UNIFORMS & CLOTHING	319.99	0.00
621-52411-621	POSTAGE	97.24	97.24
621-52511-621	GASOLINE	159.32	0.00
621-52521-621	OTHER FUEL	7,176.67	0.00
621-53193-621	DISPOSAL FEES	450.00	0.00
621-53194-621	POST CLOSURE CARE	2,100.00	0.00
621-53451-621	VEHICLE MAINTENANCE	75.78	0.00
621-53521-621	HEATING FUEL	62.86	0.00
621-53711-621	SCHOOL & CONFERENCE	870.00	0.00
631-52411-631	POSTAGE	97.24	97.24
631-53111-631	CONTRACTUAL SERVICES	4,315.21	0.00
631-53421-631	BUILDING MAINTENANCE	32.96	0.00
631-53441-631	EQUIPMENT MAINTENAN...	22,464.92	0.00
631-53451-631	VEHICLE MAINTENANCE	22.66	0.00
631-53531-631	ELECTRIC POWER	14,632.05	0.00
631-53711-631	SCHOOL & CONFERENCE	45.00	0.00
641-21311	SALES TAX PAYABLE	31,196.18	31,196.18
641-52111-641	DEPARTMENT SUPPLIES	291.72	0.00
641-52117-641	SAMPLES	1,729.00	0.00
641-52411-641	POSTAGE	224.65	97.25

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
641-52611-641	CHEMICALS	6,280.00	0.00
641-53111-641	CONTRACTUAL SERVICES	12,151.24	0.00
641-53441-641	EQUIPMENT MAINTENAN...	843.04	0.00
641-53461-641	FACILITY REPAIRS	1,578.00	0.00
641-53521-641	HEATING FUEL	136.85	0.00
641-53531-641	ELECTRIC POWER	17,393.05	0.00
641-53711-641	SCHOOL & CONFERENCE	140.00	0.00
641-54212-641	ENGINEERING/DESIGN	20,122.50	0.00
641-54311-641	STRUCTURES	77,140.56	0.00
661-21311	SALES TAX PAYABLE	392.21	392.21
661-52111-661	DEPARTMENT SUPPLIES	1,515.13	0.00
661-53111-661	CONTRACTUAL SERVICES	4,438.33	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,740.80	7,740.80
713-21513	FICA W/H EE PAYABLE	28,681.86	28,681.86
713-21514	FED W/H EE PAYABLE	29,607.93	29,607.93
713-21517	POL UNION DUES EE PAY	552.00	552.00
713-21518	FIRE UNION DUES EE PAY	225.00	225.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	223.50	223.50
713-21527	WAGE ATTACHMENT EE ...	661.18	661.18
713-21528	REGULAR RETIRE EE PAY	14,530.20	14,530.20
713-21529	DEFERRED COMP EE PAY	2,436.38	2,436.38
713-21531	RETIRE FIRE EE PAYABLE	7,471.20	7,471.20
713-21533	RETIRE POLICE EE PAY	11,602.71	11,602.71
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	1,890.43	1,890.43
713-21541	HSA EE PAYABLE	13,287.24	13,287.24
713-21741	HSA ER PAYABLE	1,300.00	1,300.00
725-52111-725	DEPARTMENT SUPPLIES	257.43	0.00
725-52181-725	UNIFORMS & CLOTHING	16.56	0.00
725-52511-725	GASOLINE	36.36	0.00
725-53441-725	EQUIPMENT MAINTENAN...	3,773.80	0.00
725-53521-725	HEATING FUEL	33.69	0.00
812-53861-112	PREMIUM EXPENSE	38,093.47	0.00
812-53862-112	CLAIMS EXPENSE	98,051.96	98,051.96
Grand Total:		876,080.33	251,822.87

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	712,684.70	251,822.87
2117753471	160.26	0.00
2126452111	375.30	0.00
2147853111	87,500.00	0.00
3121757222	27,179.84	0.00
3121857222	42,226.77	0.00
6002052111	1,515.13	0.00
6002053111	4,438.33	0.00
Grand Total:		876,080.33
		251,822.87

UTILITY REFUNDS 10-2-17

Account #	Status	Contact	Service Address	Refund Amount
<u>080-0014-01</u>	Inactive	SMITH,SNYDER,PETITT	1908 1ST AVE SCOTTSBLUFF NE 69361	17.75
<u>035-1420-06</u>	Inactive	TITO CUETO	323 W 14TH ST SCOTTSBLUFF NE 69361	50.56
<u>005-5263-01</u>	Inactive	JACK DESENFANTS	2429 AVE C SCOTTSBLUFF NE 69361	10.78
<u>010-2298-01</u>	Inactive	PAUL P FROHMAN	2219 AVE E SCOTTSBLUFF NE 69361	128.56
<u>040-1237-01</u>	Inactive	EUGENE LANE	1217 AVE N SCOTTSBLUFF NE 69361	8.89
<u>010-4542-02</u>	Inactive	1ST CHURCH OF GOD	2102 AVE F SCOTTSBLUFF NE 69361	75.06
<u>075-4876-03</u>	Inactive	DARLENE THORNTON	1716 5TH AVE SCOTTSBLUFF NE 69361	6.24
<u>080-3823-05</u>	Inactive	JESSE A HAYS	2517 3RD AVE SCOTTSBLUFF NE 69361	13.76
<u>030-3370-07</u>	Inactive	FRANCESCA MOKEAC	1526 AVE J SCOTTSBLUFF NE 69361	84.1
<u>015-6147-03</u>	Inactive	RALPH L MARQUEZ	505 W 40TH ST SCOTTSBLUFF NE 69361	14.79
Total				
10				\$410.49

City of Scottsbluff, Nebraska

Monday, October 2, 2017

Regular Meeting

Item Public Inp1

Mayor to sign a Proclamation naming October as Manufacturing Month.

Staff Contact: Starr Lehl, Economic Development Director

MANUFACTURING MONTH PROCLAMATION

WHEREAS, Economists agree that there are three ways to create wealth: Mine It; Grow It; or Make It. The western region of Nebraska is rich in natural and agricultural resources and we manufacture a wide variety of products including those sold directly to consumers and parts of other manufactured goods; and

WHEREAS, there are over 1,800 manufacturing companies in Nebraska, creating wealth for the more than 98,200 people directly employed in manufacturing and the many more whose livelihoods are indirectly supported by manufacturing; and

WHEREAS, Nebraska's manufacturing industry contributes over \$29.1 billion to the state's annual economy; 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 the western Nebraska region 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.

NOW, THEREFORE, the City of Scottsbluff, Nebraska does hereby proclaim the month of October 2017 as Manufacturing Month in Scottsbluff, Nebraska.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of October, in the year two thousand and seventeen and I encourage all Nebraskans to show their support for our manufacturers by purchasing products made in Nebraska and America.

Date _____

Mayor Meininger

City of Scottsbluff, Nebraska

Monday, October 2, 2017

Regular Meeting

Item Public Inp2

Council to remove from the table the Business Promotional Event Permit for Shots which was tabled at the September 18, 2017 Meeting.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, October 2, 2017

Regular Meeting

Item Public Inp3

Council to consider a Business Promotional Event Permit for Shots to hold a car show and Chili Cook-off on October 7, 2017 from 10:00 a.m. to 6:00 p.m. at 18th Street and Broadway, and the Downtown Plaza, to include street closure and a noise permit for music.

Staff Contact: Cindy Dickinson, City Clerk

**APPLICATION
COMMUNITY FESTIVAL, BUSINESS PROMOTIONAL EVENT, CARNIVAL
PERMIT**

To be filed with the city Clerk at least 14 days, but no more than one year before proposed event.

1. VaHalla - St/ots
(name of sponsoring organization)
1722 Broadway Scottsbluff NE 308-225-3433
(street) (city) (state) (telephone number)
Todd Robertas 308-631-7696
(chairperson responsible for event) (day telephone number)

2. Chad Leeling
(name of co-sponsoring organization)
1722 Broadway NE 308-225-3433
(street) (city) (state) (telephone number)

(contact person) (day telephone number)

3. Event Information

Car Show Chili cook off
(name of event)
Oct 7th 10-6
(date(s) of event) (time(s) of event)
1722 Broadway
(location of event)

4. Activity Information

Describe general activities including whether there will be any vendors, music, loudspeakers. Serving or selling of alcoholic beverages*, etc.)

Car Show Chili cook off Music

*If alcoholic beverages will be sold or served, a special permit will be required. The applicant should contact the City Clerk for more information.

5. Street Closure

18th St and Broadway 18th - 19th
Please note any streets to be closed and the times required for closure

6. Flags/Banners/Signs

yes

7. Carnivals - If event includes a carnival, the next sheet should be completed.

8. Have you provided for a public liability insurance policy naming the City as additional insured? Yes No X

Community Festival/Business Promotion


Street Carnival

\$200,000 for one person
\$500,000 for any one accident
\$ 50,000 for injuries to property
\$ 800,000 for one person
\$2,000,000 for any one accident
\$ 200,000 for injuries to property

9. Have you provided either a \$2,500.00 cash deposit or surety bond for clean up. (This will be returned after it is determined that no repairs or clean up is required by City).

Yes X No

I (We) agree to abide by all regulations as stated in the Scottsbluff Municipal code regulating this permit.
Dated: 9-13-17

Signed: 

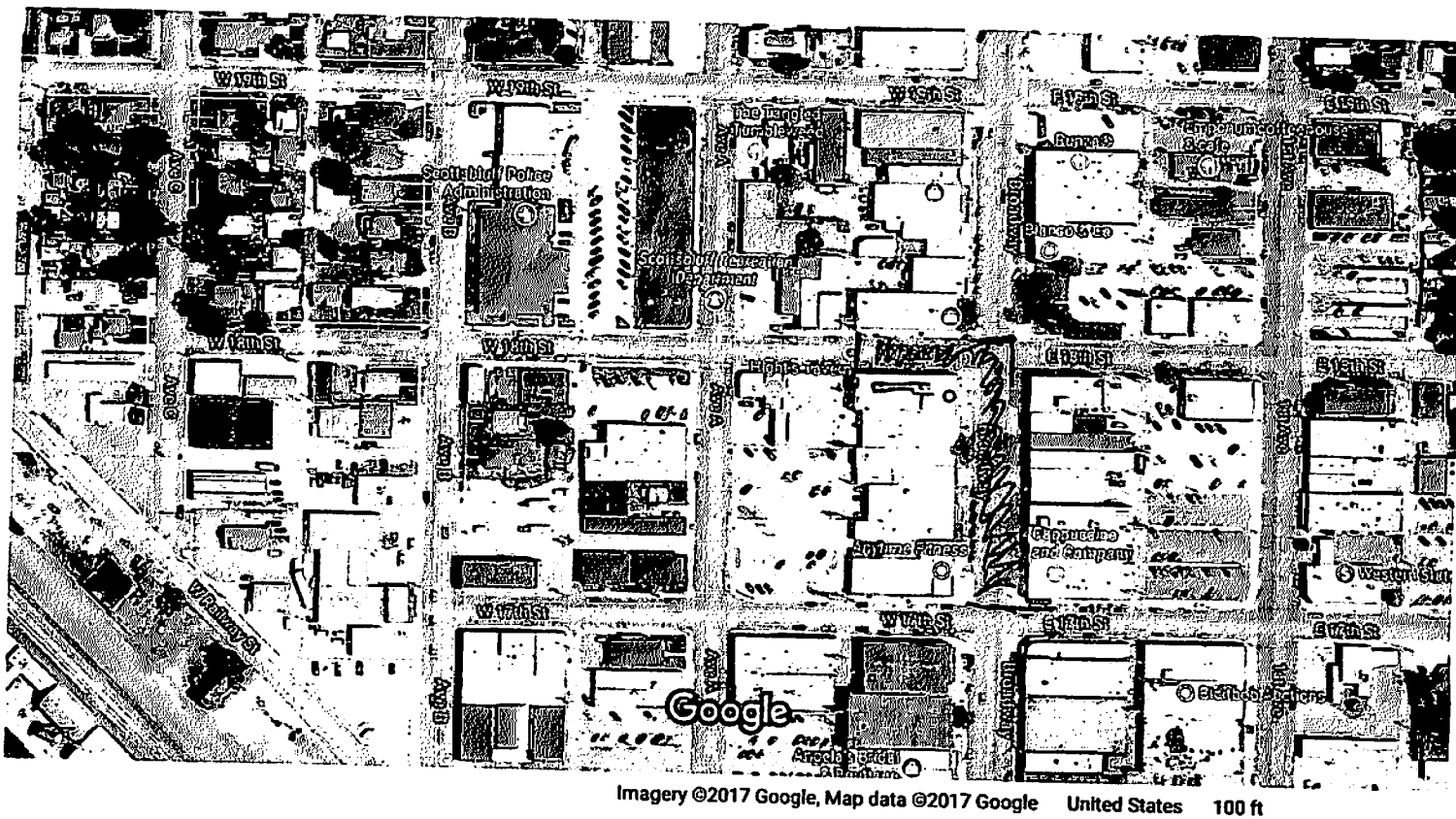
(name of sponsoring organization)

(name of co-sponsoring organization)

(signature of authorized representative of sponsoring organization)

(signature of authorized representative of co-sponsoring organization)

Go gle Maps



Shaded to Be Blocked

2nd Broadway, +Scottsbluff, +NE//@41.8640771,-103.6640681,313m/data=!3m1!1e3!4m8!4m7!1m5!1m1!1s0x8765... 1/1

City of Scottsbluff, Nebraska

Monday, October 2, 2017

Regular Meeting

Item Resolut.1

Council to consider approval of the amended Parks and Recreation section of the City's Comprehensive Plan.

Staff Contact: Annie Folck, City Planner

Appendix 5: Parks, Recreation and Public Facilities

GOALS

Provide adequate opportunities for exercise and recreation to residents

The City should do everything it can to encourage and provide opportunities for a healthy lifestyle for all residents. Numerous recreational opportunities should be provided in the park system. These recreational opportunities should be varied enough to serve residents of all different age ranges and physical abilities.

Provide high quality recreation facilities for local sports leagues and regional tournaments

Competition fields should be well maintained and have sufficient features to attract visiting teams to the area, supporting tourism and the local economy. The City should consider ensuring that all its baseball/softball fields and the soccer complex have ADA accessible restrooms, adequate capacity restrooms, changing areas, and space for concessions. In addition, improvements to parking and access should be considered to improve traffic flow and ensure safety for pedestrians. Shade structures, seating, trees, and plantings should be considered as ways to make spectators more comfortable.

Provide recreational opportunities year round

One of the most common comments that was received through the open house process was that the City lacks recreational opportunities in the winter. Many residents commented that they utilize the parks often, but wish that there were indoor play areas or places to recreate so that they would have a way to stay active when the weather is not conducive to using the outdoor parks.

Provide equitable recreation opportunities in every area of the City

Parks should be distributed across the City as evenly as possible to ensure that all residents have recreational opportunities within walking distance.

Parks and all park features should be well maintained and safe

Residents should feel comfortable taking their families to the City's parks. Well-maintained public spaces also increase the value of nearby properties. Parks should have an attractive appearance, and all playground equipment or other features should be well-maintained to ensure that it is safe for the public.

Parks and public spaces should consider low water use, sustainable alternatives for landscaping



There are many areas in our parks that should remain in turf grass. Not all residents have access to their own yard, especially those in multi-family housing, and the parks provide a great outdoor space for these residents and their families. However, there are some areas in our parks that are not used for recreation that could be landscaped using plants that are native or well-adapted, which would cut down on water use and also require less mowing, fertilizing, and spraying. While there is an initial cost to install such landscapes, over time the reduced inputs, especially labor inputs, will start paying back. This should especially be considered in areas like center medians or near the street where the City does not want residents to linger because of traffic.

Provide a Library facility that can accommodate educational, civic, and recreational activities

Looking to the future, the library will continue to focus on literacy, education and technology. The recent upgrades to the facility have enabled the library to be very successful with programming for youth. In the future, the library will continue to work to keep up with technology needs of the public as well as to serve as the “community’s living room,” a place where the members of the community can come together formally or informally for educational or recreational activities.

Continue to provide Police and Fire facilities that enable the departments to equitably serve the entire community

The police and fire departments began to be housed in the same facility in the Public Safety building in 2011. This facility serves both departments well but in the future considerations should be made for additional storage for both departments and for training facilities for the Fire Department.

Provide City Offices that provide adequate space and accessibility to carry out city functions and for residents to participate in civic processes

City offices should be accessible to the public for activities such as bill payments and building permits. It should also serve as a meeting place for public hearings and public meetings, providing a space where residents can engage with public officials and City staff.

PARKS AND RECREATION

The Scottsbluff Parks Department currently maintains parks and recreation facilities throughout town, including neighborhood parks, ball fields, aquatic facilities, the cemetery, and bike pathways. These facilities are shown in the map of park and recreation facilities below.

One of the overall goals is to ensure that every neighborhood has equitable access to community parks. As shown in the map of walking distance to parks below, there are certain areas, particularly north of Highway 26, that are underserved by park facilities. In addition, several residents have expressed a desire for an indoor recreation facility that would provide space for indoor soccer, volleyball, basketball, etc. In the future, a Parks and Recreation Master Plan should be developed to determine the best locations for future parks and to consider the need for additional recreational facilities. While it is important to add recreational facilities that will better serve residents, it is imperative that the Parks Department be given the additional funding and staff necessary to maintain these facilities.

CAPITAL IMPROVEMENTS

For the department's existing facilities, the following have been identified by community members and staff as needed improvements:

- All Parks
 - Expand landscaping, with a focus on tree planting and well-designed landscaped areas that utilize a minimum amount of irrigation water
- Riverside Park
 - Expand services at Campground (more pads w/water, sewer, and electrical hookups)
 - Install restrooms and laundry facility at Campground
 - Expand irrigation system
 - Fix and/or replace sections of pathway that have been damaged by flood events
 - Roads could be paved to eliminate dust
 - Area around ponds could be cleaned up to make them more attractive and useable
 - Potential for additional recreational opportunities, such as lookout towers and floating docks in the west ponds
- Soccer Complex
 - Restroom facilities needed
- Lacy Park
 - Septic system needs expanded to handle the amount of wastewater currently generated
- Westmoor Park
 - Build splash pad
 - Expand aquatic opportunities at Westmoor Pool
- Northwood Park and Frank Park
 - More playground equipment
 - Build splash pad
- 23 Club Baseball/Softball Complex
 - Replace clubhouse/concessions building
 - New shade structures and seating throughout facility
 - Install landscaping and irrigation

EXCERPT FROM THE SEPTEMBER 5, 2017
PARK, CEMETERY AND TREE BOARD MINUTES

The 23 Club has been working on a grant application with the assistance of Baker and Associates. They are fundraising and to date have raised \$25,000. The Land and Water Conservation Grant they are seeking would provide a maximum grant of \$150,000. The application is due the middle of October. If awarded the grant, the project will be completed by June, 2018.

With the help of the City of Scottsbluff and fund raising projects, \$300,000 has been committed to this project. The Park, Cemetery and Tree Board is supportive of the changes and improvements to the 23 Club Ball Park.

City of Scottsbluff, Nebraska

Monday, October 2, 2017

Regular Meeting

Item Resolut.2

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

Staff Contact: Annie Folck, City Planner

RESOLUTION NO. _____

WHEREAS, the City of Scottsbluff, Nebraska proposes to apply for federal assistance from the Land and Water Conservation Fund program for the purpose of reconstruction of the Clubhouse and Concessions Building at the 23 Club Baseball Complex.

WHEREAS, the Mayor is authorized to sign documents to obtain financial assistance, including a Project Agreement with the State of Nebraska and the National Park Service.

WHEREAS, the City of Scottsbluff, Nebraska has the financial capability to operate and maintain the completed project and park property in a safe, attractive and sanitary manner.

WHEREAS, the City 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.

WHEREAS, 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.

WHEREAS, the City 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.

NOW BE IT RESOLVED, the City 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 of Scottsbluff, Nebraska at a duly advertised public meeting held this 2nd day of October, 2017.

(Mayor/Chairperson of the Board Signature)

Attest (Clerk)

(Seal)

Note: Resolution must be signed and sealed.

LAND AND WATER CONSERVATION FUND PROJECT APPLICATION SUMMARY

Project Sponsor Information

Project Sponsor: City of Scottsbluff

Federal ID #: _____

County: Scotts Bluff County, Nebraska

Project Contact: _____

Title: _____

Address: 2525 Circle Drive

City/Zip Code: Scottsbluff, NE 69361

Phone: (308) 632-4136

Fax: (308) 630-6294

Email: _____

Project/Site Information

Project Title: 23 Club Baseball Park Clubhouse/Concessions Building

Type of Project:	Acquisition	<input type="checkbox"/>
	Development	<input checked="" type="checkbox"/>
	Combination	<input type="checkbox"/>

Park Name: 23 Club Baseball Park

Acreage of Property: 8.2 acres

Township 22N; Range 55W; Section 14

Previous LWCF Funding at Site: Yes* ☐ No ☒

*If Yes, Provide LWCF Project Number(s): _____

Brief Description of the Proposed Project: The project will be for the construction of a new clubhouse/concessions building in the center of the City's 23 Club Baseball Park.

The building will provide ADA restrooms, a concessions stand, storage, and an official's box/scoring booth.

Project Cost

Total Estimated Project Cost: \$ 360,183.00

Federal LWCF Assistance Request: \$ 165,000.00

Sponsor Match: \$ 195,183.00

Source of Sponsor Match

Source: _____ Amount: \$ _____

Source: _____ Amount: \$ _____

Source: _____ Amount: \$ _____

Does the Sponsor Currently Have the 50% Match on Hand? Yes ☒ No ☐

Certification

I hereby certify that the information contained in this application and all supporting project documents are, to the best of my knowledge, both true and accurate; and that this application is being submitted pursuant to official action of the governing body of the project sponsor.

Signature

Title

Date

(Signature must be from Mayor, Chairperson of the Board, or designated Project Official)

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

Land and Water Conservation Fund Grant Application For the 23 Club Baseball Park Clubhouse/Concessions Building

Project Application

Section I. Project Narrative

I. Need for Assistance

- a. **The City of Scottsbluff is planning to renovate and update the existing City-owned community youth baseball park known as the 23 Club Baseball Park. The City has identified the renovation of the 23 Club Baseball Park to be an important project to promote a safe and healthy environment for our local youth baseball players, and to provide a more comfortable, inviting, and family-oriented space for spectators. The City also sees the renovation of the Baseball Park to be important to the local economy since a modern community baseball park is an asset to the City that will help attract players to participate in baseball leagues from surrounding communities as well as to attract visiting teams to participate in tournaments, which in turn will support local restaurants, retail, and lodging establishments in the City. In addition, a modern community baseball park will increase the quality of life for our citizens and will help local businesses with their recruitment of new employees to their businesses and to the City.**

The 23 Club Baseball Park takes its name from the 23 Club Baseball organization which is a 501 (c)(3) non-profit organization, established in 1937, that organizes and runs the various youth baseball and softball leagues, tournaments, and camps that are held at the park. In 2016, over 800 kids from Scottsbluff, Mitchell, Morrill, Bayard, and Bridgeport participated in both boys and girls youth baseball leagues run by the 23 Club Baseball organization, making it the largest youth sports program in the region.

Unfortunately, at this point in time, the Baseball Park has become dilapidated to the point where conditions are no longer optimal for fostering a safe, comfortable, inviting, and family-oriented atmosphere. The last update to the facility was completed over 30 years ago, in the early 1980's, and a large portion of the infrastructure is over 60 years old, including the existing clubhouse/concessions building at the center of the park.

The Baseball Park has 4 fields arranged around an existing clubhouse/concessions building and spectator stands in the center. The clubhouse building provides restrooms, a concession stand, and an upper level official's box/scoring booths. The areas around the clubhouse/concessions building and between the baseball fields are just unimproved dirt and gravel, with no landscaping or trees. Patrons also use the areas between the fields for parking and there is little control of parking and no safety measures to protect pedestrians.

Since there is a lack of landscaping and hardscaping in the spectator areas between the fields, and just dirt and gravel present, spectators are subject to an uninviting and uncomfortable viewing experience. There are no trees or other structures to provide shade, and conditions between the fields on sunny summer days can be extremely hot and dusty, and especially uncomfortable for families with young children, or the elderly. The spectator areas are comprised of a variety of bleachers that are old, made of either metal or wood, and of varied sizes and configurations. There are no ADA provisions to the spectator areas or the bleachers, and there are no ADA accessible routes from the parking areas to the bleachers or through the park.

The clubhouse/concessions building at the center of the park is estimated to be over 60 years old and has fallen into disrepair and is in need of a complete replacement. The two existing restrooms in the clubhouse building are very small, dark, and dirty, with fixtures that are in need of replacement. Plumbing and electrical systems throughout the building are in poor condition and often inoperable. The concessions stand has limited options to the services it can provide. The restrooms and the concession stand do not conform to ADA standards in any aspect.

Overall, the park is currently not up to the standards that are expected of a modern-day community baseball park, and due to this fact many parents in the community will not sign their children up to participate in baseball or softball leagues and numerous teams from outside of the area will not participate in tournaments held at our park, instead opting to attend tournaments in other communities and out of state.

The City of Scottsbluff's mission statement is: "To promote a safe, healthy environment for its citizens, visitors, and business community; by providing essential services and infrastructure as well as opportunities for growth in a fair, fiscally responsible manner." Renovating and improving the 23 Club Baseball Park fits perfectly into the city's overall mission. Also, among the City Council's goals is to "Encourage livability through healthy lifestyles and quality of life, through Parks and Recreation amenities." This is why the City of Scottsbluff has committed to work with the 23 Club Baseball organization to renovate the Baseball Park to bring it up to the expected standards of a modern community baseball park, and to make the park safe, comfortable, inviting, and family-oriented for all.

Planned improvements to the Baseball Park include building a new clubhouse/concessions building at the center of the park, new spectator seating areas with shade structures, new landscaping and trees between the baseball fields, new hardscaping and walkways from the parking lots to all spectator areas and the clubhouse building, new batting cages, and new lighting.

These improvements will be broken up into different project phases, with the construction of the new clubhouse/concessions building to occur first. This building will

be professionally designed, and will then be bid out to general contractors for construction.

The construction of the new clubhouse/concessions building is the specific proposed project that is the subject of this application. The new building will be the centerpiece of the renovated 23 Club Baseball Park and it will provide ADA accessible restrooms, a concessions stand, an upper level official's box/scoring booth, and storage.

Following construction of the new clubhouse/concessions building, the additional improvements to the spectator areas between the fields will be undertaken including all of the concrete work, hardscaping, walking paths, landscaping, spectator stands, shade structures, batting cages, and lighting.

The City of Scottsbluff has signed a letter of support committing resources and funding to the overall renovation project. The City will be the Project Manager for all phases of the project and will provide in-kind labor to accomplish demolition, landscaping, grading and concrete work. The City has also updated our comprehensive plan to specifically include this project as it has been identified by the public as a priority need.

The 23 Club Baseball organization is also involved in a fundraising campaign to fund improvements including the shade structures, batting cages, and lighting improvements.

The City of Scottsbluff and the 23 Club Baseball organization realize that the full renovation of the 23 Club Baseball Park can only be done by working together, and by utilizing a combination of City resources, grants, and private donations to fund the project. It is for this reason that we are applying for the Land and Water Conservation Fund for the construction of the new clubhouse/concessions building.

- b. The 23 Club Baseball Park is utilized by the 23 Club Baseball organization to run youth baseball and softball leagues for over 800 children each year. Baseball and softball players range in age from 5 years old to 15 years old.

The 23 Club Baseball organization runs the following baseball and softball leagues:

Baseball

- 5/6 Year olds – T-ball League
- 7/8 Year olds – Pacific League
- 9/10 Year olds – American League
- 11/12 Year olds – National League
- 13-15 Year olds – Babe Ruth League

Softball

- 5/6 Year olds – T-ball League
- 7/8 Year olds – 8U League

- 9/10 Year olds – 10U League
- 11/12 Year olds – 12U League
- 13/14 Year olds – 14U League

The 23 Club Baseball Park host games for all of the youth baseball leagues and for the youth softball T-ball league on its four fields. The remainder of the softball league games are hosted on the two Scottsbluff High School softball fields which are directly adjacent to the 23 Club Baseball Park to the east.

The Baseball Park is utilized by the baseball and softball leagues from late April through the end of June each year. Teams generally start utilizing the fields for practices in the last week of April, and then league games start in mid-May, and run until the end of June. During these dates, the park is used for practices or games generally 4 to 5 nights a week, with 1 to 2 games or practices being held on each of the four fields each night.

The baseball and softball leagues are comprised of teams of players from Scottsbluff as well as teams from the surrounding smaller communities including Bayard, Bridgeport, Mitchell, Morrill.

In addition to the baseball and softball leagues, the park is utilized to host tournaments and camps throughout the summer which brings in players and teams to the area from throughout the region:

- The park hosts an annual baseball tournament on Father's Day weekend.
 - The park was utilized for the Nebraska Baseball Academy Summer Day Camp on June 27th and 28th for players from 7 years old to 18 years old.
 - The park hosted the 2017 Nebraska State Tournament for the 10U age group from July 7th to July 9th, with 3 games played each day.
 - The park was utilized for the 2017 Fall Baseball Camp in conjunction with Western Nebraska Community College, which is a fall mini-league for players 7 years old to 18 years old that is coached and umpired by players and coaches from WNCC. Players in the 7 to 13 year old age group participated in a total of 5 games on Monday evenings for five weeks between August 27th and September 25th.
- c. The proposed renovation to the 23 Club Baseball Park has been discussed between the 23 Club Baseball organization and the City of Scottsbluff in City Council Meetings and a Planning Commission Meeting, and the final grant application was made available for public comment and discussed at a City Council Meeting when the participation resolution was passed. The City of Scottsbluff has also provided the 23 Club Baseball organization a letter of support detailing the City's commitment to manage the renovation project and to provide in-kind labor to accomplish work on the project.

The following documents are attached directly after this section:

- **Scottsbluff City Council Meeting Minutes for the July 3, 2017 Regular Meeting. (portions of minutes related to the 23 Club Baseball Park highlighted in red box)**
- **Scottsbluff City Council Meeting Minutes for the July 17, 2017 Regular Meeting. (portions of minutes related to the 23 Club Baseball Park highlighted in red box)**
- **Letter of Support from the City of Scottsbluff to the 23 Club Baseball organization regarding the renovation of the 23 Club Baseball Park**
- **Excerpt from the September 11, 2017 Planning Commission Meeting related to the 23 Club Baseball Park and for the City to consider an amendment to the City's Comprehensive Plan**
- **Scottsbluff City Council Meeting Minutes for the September 18, 2017 Regular Meeting. (portions of minutes related to the 23 Club Baseball Park highlighted in red box)**
- **Scottsbluff City Council Meeting Minutes for the October 2, 2017 Regular Meeting. The completed LWCF Grant Application was available for comment, and the participation resolution was passed at this meeting. (portions of minutes related to the 23 Club Baseball Park highlighted in red box)**

City of Scottsbluff, Nebraska

Monday, October 2, 2017

Regular Meeting

Item Reports1

Staff to give a progress report on the downtown improvement projects.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, October 2, 2017

Regular Meeting

Item Reports2

Council to consider appointing Council Member Gonzales to the East Overland Steering Committee as a City Council Representative.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, October 2, 2017

Regular Meeting

Item Reports3

Council to consider approval of an Interlocal Agreement to provide Spanish/English language interpreter services to Bayard.

Staff Contact: Nathan Johnson, City Manager

INTERLOCAL AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2017, by and between the City of Bayard, a municipal corporation, hereinafter know as "Bayard" and the City of Scottsbluff, a municipal corporation, hereinafter known as "Scottsbluff".

WHEREAS the parties desire to establish the terms and conditions for Scottsbluff to provide Spanish/English language interpreter services to Bayard; and

WHEREAS the parties desire to enter into an Interlocal Agreement pursuant to the provisions of Nebraska Revised Statutes §13-801 et.seq. as amended; and

THEREFORE the parties agree as follows:

1. Scottsbluff agrees to provide an employee capable of providing Spanish/English language interpreter services to Bayard.
2. Bayard agrees to reimburse Scottsbluff for its employee's time spent on calls from Bayard at a minimum of one-half hour per call and all expenses, including time and mileage at the IRS reimbursement rate for any Scottsbluff employee who must travel to Bayard for the Spanish/English interpreter services.
3. Both parties agree that the interpreter services are subject to an appropriate employee being available at Scottsbluff.
4. The reimbursement rate shall be based upon the employee's compensation rate which shall be determined at the time the service is provided based upon the Scottsbluff employee's hourly wage.
5. Scottsbluff shall invoice Bayard on a monthly basis for the interpreter services.
6. This agreement shall continue in effect unless terminated by a majority vote of either governing body and written notice of termination provided to the other party.
7. Each participating political subdivision shall provide its own liability and Workers' Compensation insurance coverage for its employees participating in the interpreter service.

8. This agreement constitutes the entire agreement between the parties and may only be amended by a written document signed by representatives of the legislative bodies of each party.
9. No separate legal or administrative entity is created by this agreement and no property will be jointly owned pursuant to this agreement.

Dated: _____

CITY OF BAYARD,

By _____
Michelle Coolidge, Mayor

Dated: _____

CITY OF SCOTTSBLUFF,

By _____
Randy Meininger, Mayor

Attested by:

Bayard City Clerk

Scottsbluff City Clerk

City of Scottsbluff, Nebraska

Monday, October 2, 2017

Regular Meeting

Item Reports4

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

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Meeting Date: October 2, 2017

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

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works

PRESENTATION BY: Nathan Johnson, City Manager

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

Legal has reviewed the Agreements and minor changes have been made, but the terms and conditions remain the same.

The Cemetery Tower Agreement includes a rental fee of \$150.00 a month plus 1 internet service connection for the Cemetery administrative building valued at \$75.00.

The Airport Tower Agreement includes a rental fee of \$225.00 a month.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends that Council approve the renewal of these Lease Agreements and authorize the Mayor to execute them.

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☒

Minutes ☐

Plan/Map ☐

Please provide all visual presentation materials.

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

City of Scottsbluff
Office of the City Manager

Effective date: January 20, 2017

LEASE AGREEMENT

THIS LEASE entered into as of this 30th day of September, 2017, by and between the City of Scottsbluff, hereinafter referred to as "LESSOR." and Telecom West Inc., hereinafter referred to as "LESSEE."

WHEREAS, LESSOR is the owner of a Water Tower, located at the Scottsbluff Airport, City of Scottsbluff, State of Nebraska, and

WHEREAS, LESSEE desires to lease from LESSOR a portion of this water tower to enable LESSEE to erect, operate and maintain equipment for a High Speed Wireless Broadband service, consisting of but not limited to eight (8) antennae on the existing water tower, owned by the LESSOR, and the construction of appurtenances, cables and hardware, as deemed necessary by LESSEE and approved by LESSOR.

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

LEASE AGREEMENT

1. Definitions.

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

LESSOR: City of Scottsbluff

LESSEE: Telecom West Inc., A High Speed Wireless Broadband Provider.

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

3. Lease Term.

a. Initial Term. The initial LEASE term ("The Initial Term") shall commence on 09/30/2017 ("The Commencement Date"). This Initial Term shall terminate and

end at 12:00 midnight, local time on 09/30/2018, provided the Agreement has not otherwise been terminated as provided herein.

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

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

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

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

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

d. Optional Termination. This LEASE may be terminated (a); by LESSOR if the LESSOR decides, in its sole discretion and for any reason, to redevelop the water tower and/or discontinue use of the water tower. (b) By LESSOR if it determines, in its sole discretion and for any reason, that the water tower is structurally unsound or otherwise not suitable for LESSEE's use, including but not limited to consideration of age of the structure, damage or destruction of all or part of the water tower from any source, or factors relating to condition of the water tower; (c) by LESSOR if it determines in its sole discretion that continued use of

the water tower by LESSEE is in fact a threat to health, safety or welfare or violates applicable laws or ordinances.

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

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

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

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

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

6. Use of Premises. LESSEE is authorized by this LEASE to use the water tower solely for the installation, operation, and maintenance of 6 sectorial antennae, and 1 directional antenna to be located at the top of the water tower. One climate controlled enclosure mounted at the base of the water tower. The LESSEE may use the water tower and the equipment it locates thereon for the transmission, reception and operation and maintenance of High Speed Wireless Broadband Service, and uses incidental thereto in accordance with the terms of this LEASE. This use shall be non-exclusive. LESSEE may

not add additional equipment and/or antennas beyond that shown without the approval of the LESSOR. LESSOR reserves the right to require LESSEE to relocate its facilities to another location on the water tower. LESSEE shall complete the relocation of its facilities within thirty (30) days after written notice from LESSOR. The relocation shall be at LESSEE'S expense.

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

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

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

a. Installation according to plan. LESSEE's installation of all such Antenna Facilities and related communications equipment shall be done according to plans approved by LESSOR. Any damage done to the water tower during installation and/or during operations shall be immediately repaired or replaced at LESSEE's expense and to LESSOR's sole satisfaction.

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

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

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

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

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

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

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

14. Interference.

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

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

allowed to place antennae or other communications facilities on the water tower regardless of potential or actual interference with LESSEE's use, provided however, if LESSEE's use of the water tower is materially affected, LESSEE sole remedy shall be to terminate the LEASE, without penalty or liability to either party. LESSEE shall have no right to enjoin the interference.

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

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

17. Indemnity and Insurance.

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

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

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

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

It is agreed as a specific element of consideration of this LEASE that the LESSEE'S indemnity of LESSOR shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the LESSOR or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the LESSOR'S or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the LESSEE'S obligation hereunder shall not include amounts attributable to the fault or negligence of the LESSOR. Nothing in this section shall be deemed to impose liability on the LESSEE to indemnify the LESSOR for loss when the LESSOR'S negligence or other actionable fault is the sole cause of loss. With respect to the LESSOR'S rights as set forth herein, the LESSEE expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the duty of the LESSEE to indemnify the LESSOR.

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

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

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

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

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

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

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

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

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

i. Review of Limits: Once during each calendar year during the term of this LEASE, LESSOR may review the insurance coverage to be carried by LESSEE. If LESSOR determines that higher limits of coverage are necessary to protect the interests of LESSOR or the Additional Insured's, LESSEE shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense. LESSEE shall furnish LESSOR a certificate of insurance, indicating all coverage, at signing of this LEASE.

18. Hazardous Substance Indemnification. LESSEE represents and warrants that its use of the water tower and tower site will not generate any hazardous substance, and it will not store, dispose nor transport any hazardous substance to or over the water tower or tower site. LESSEE further agrees to hold LESSOR harmless from and indemnify LESSOR against any release of any such hazardous substance and any damage, loss, or

expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of LESSOR, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

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

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

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

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

23. Miscellaneous.

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

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

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

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

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

LESSOR:

City of Scottsbluff

By: _____

LESSEE:

Telecom West Inc.

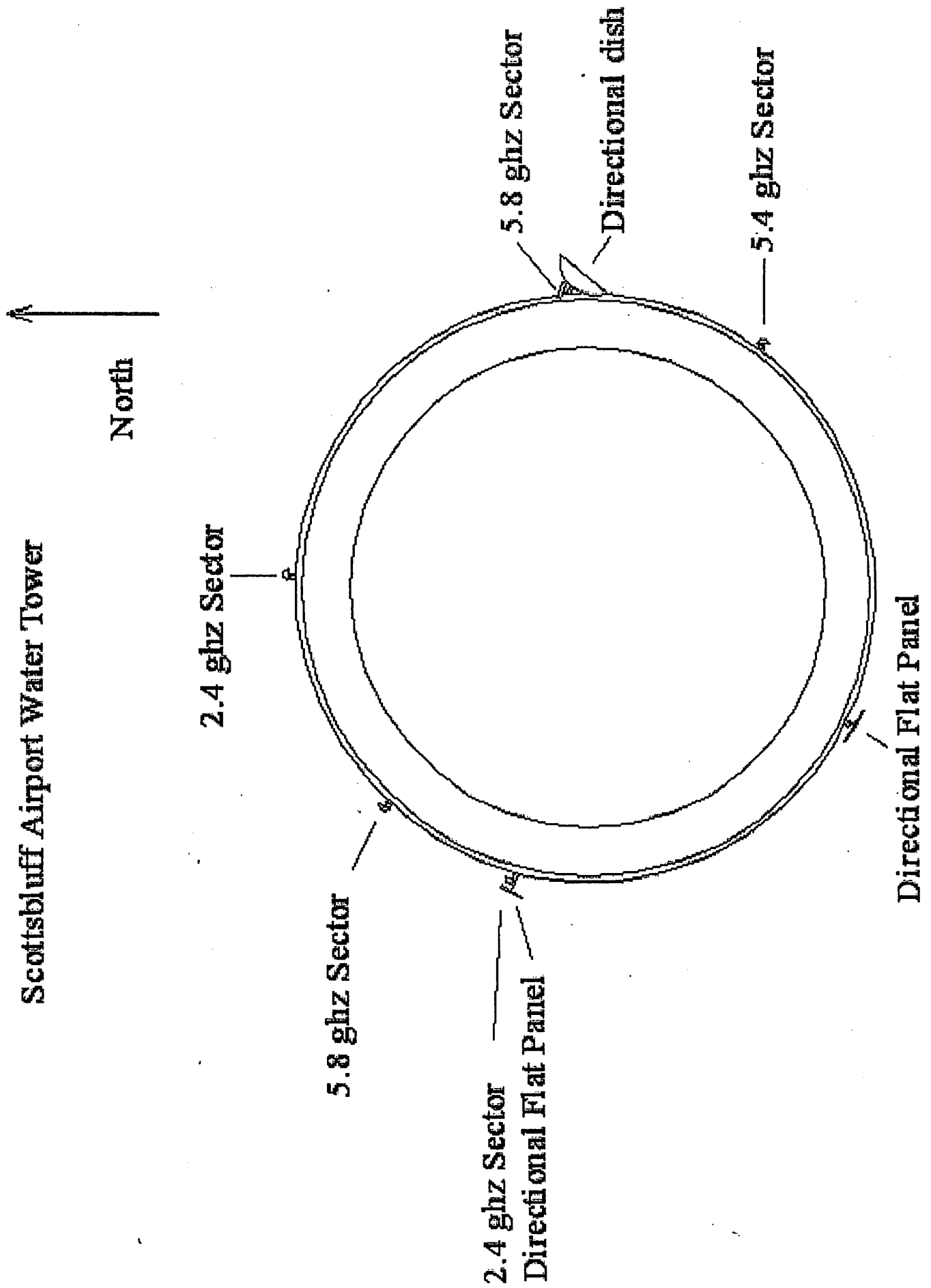
By: _____



9-26-17

EXHIBIT A

Scottsbluff Airport Water Tower



LEASE AGREEMENT

THIS LEASE entered into as of this 30th day of September, 2017, by and between the City of Scottsbluff, hereinafter referred to as "LESSOR." and Telecom West Inc., hereinafter referred to as "LESSEE."

WHEREAS, LESSOR is the owner of a Water Tower, located at 513 E 42nd St. and Tower St., City of Scottsbluff, State of Nebraska, and

WHEREAS, LESSEE desires to lease from LESSOR a portion of this water tower to enable LESSEE to erect, operate and maintain equipment for a High Speed Wireless Broadband service, consisting of but not limited to five (5) antennae on the existing water tower, owned by the LESSOR, and the construction of appurtenances, cables and hardware, as deemed necessary by LESSEE and approved by LESSOR.

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

LEASE AGREEMENT

1. Definitions.

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

LESSOR: City of Scottsbluff

LESSEE: Telecom West Inc., A High Speed Wireless Broadband Provider.

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

3. Lease Term.

a. Initial Term. The initial LEASE term ("The Initial Term") shall commence on 09/30/2017 ("The Commencement Date"). This Initial Term shall terminate and

end at 12:00 midnight, local time on 09/30/2018, provided the Agreement has not otherwise been terminated as provided herein.

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

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

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

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

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

d. Optional Termination. This LEASE may be terminated (a); by LESSOR if the LESSOR decides, in its sole discretion and for any reason, to redevelop the water tower and/or discontinue use of the water tower. (b) By LESSOR if it determines, in its sole discretion and for any reason, that the water tower is structurally unsound or otherwise not suitable for LESSEE's use, including but not limited to consideration of age of the structure, damage or destruction of all or part of the water tower from any source, or factors relating to condition of the water tower; (c) by LESSOR if it determines in its sole discretion that continued use of

the water tower by LESSEE is in fact a threat to health, safety or welfare or violates applicable laws or ordinances.

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

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

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

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

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

6. Use of Premises. LESSEE is authorized by this LEASE to use the water tower solely for the installation, operation, and maintenance of 6 sectorial antennae, and 1 directional antenna to be located at the top of the water tower. One climate controlled enclosure mounted at the base of the water tower. The LESSEE may use the water tower and the equipment it locates thereon for the transmission, reception and operation and maintenance of High Speed Wireless Broadband Service, and uses incidental thereto in accordance with the terms of this LEASE. This use shall be non-exclusive. LESSEE may

not add additional equipment and/or antennas beyond that shown without the approval of the LESSOR. LESSOR reserves the right to require LESSEE to relocate its facilities to another location on the water tower. LESSEE shall complete the relocation of its facilities within thirty (30) days after written notice from LESSOR. The relocation shall be at LESSEE'S expense.

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

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

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

a. Installation according to plan. LESSEE's installation of all such Antenna Facilities and related communications equipment shall be done according to plans approved by LESSOR. Any damage done to the water tower during installation and/or during operations shall be immediately repaired or replaced at LESSEE's expense and to LESSOR's sole satisfaction.

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

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

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

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

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

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

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

14. Interference.

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

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

allowed to place antennae or other communications facilities on the water tower regardless of potential or actual interference with LESSEE's use, provided however, if LESSEE's use of the water tower is materially affected, LESSEE sole remedy shall be to terminate the LEASE, without penalty or liability to either party. LESSEE shall have no right to enjoin the interference.

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

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

17. Indemnity and Insurance.

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

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

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

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

It is agreed as a specific element of consideration of this LEASE that the LESSEE'S indemnity of LESSOR shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the LESSOR or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the LESSOR'S or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the LESSEE'S obligation hereunder shall not include amounts attributable to the fault or negligence of the LESSOR. Nothing in this section shall be deemed to impose liability on the LESSEE to indemnify the LESSOR for loss when the LESSOR'S negligence or other actionable fault is the sole cause of loss. With respect to the LESSOR'S rights as set forth herein, the LESSEE expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the duty of the LESSEE to indemnify the LESSOR.

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

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

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

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

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

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

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

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

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

i. Review of Limits: Once during each calendar year during the term of this LEASE, LESSOR may review the insurance coverage to be carried by LESSEE. If LESSOR determines that higher limits of coverage are necessary to protect the interests of LESSOR or the Additional Insured's, LESSEE shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense. LESSEE shall furnish LESSOR a certificate of insurance, indicating all coverage, at signing of this LEASE.

18. Hazardous Substance Indemnification. LESSEE represents and warrants that its use of the water tower and tower site will not generate any hazardous substance, and it will not store, dispose nor transport any hazardous substance to or over the water tower or tower site. LESSEE further agrees to hold LESSOR harmless from and indemnify LESSOR against any release of any such hazardous substance and any damage, loss, or

expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of LESSOR, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

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

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

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

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

23. Miscellaneous.

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

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

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

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

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


LESSOR:

City of Scottsbluff

By: _____

LESSEE:

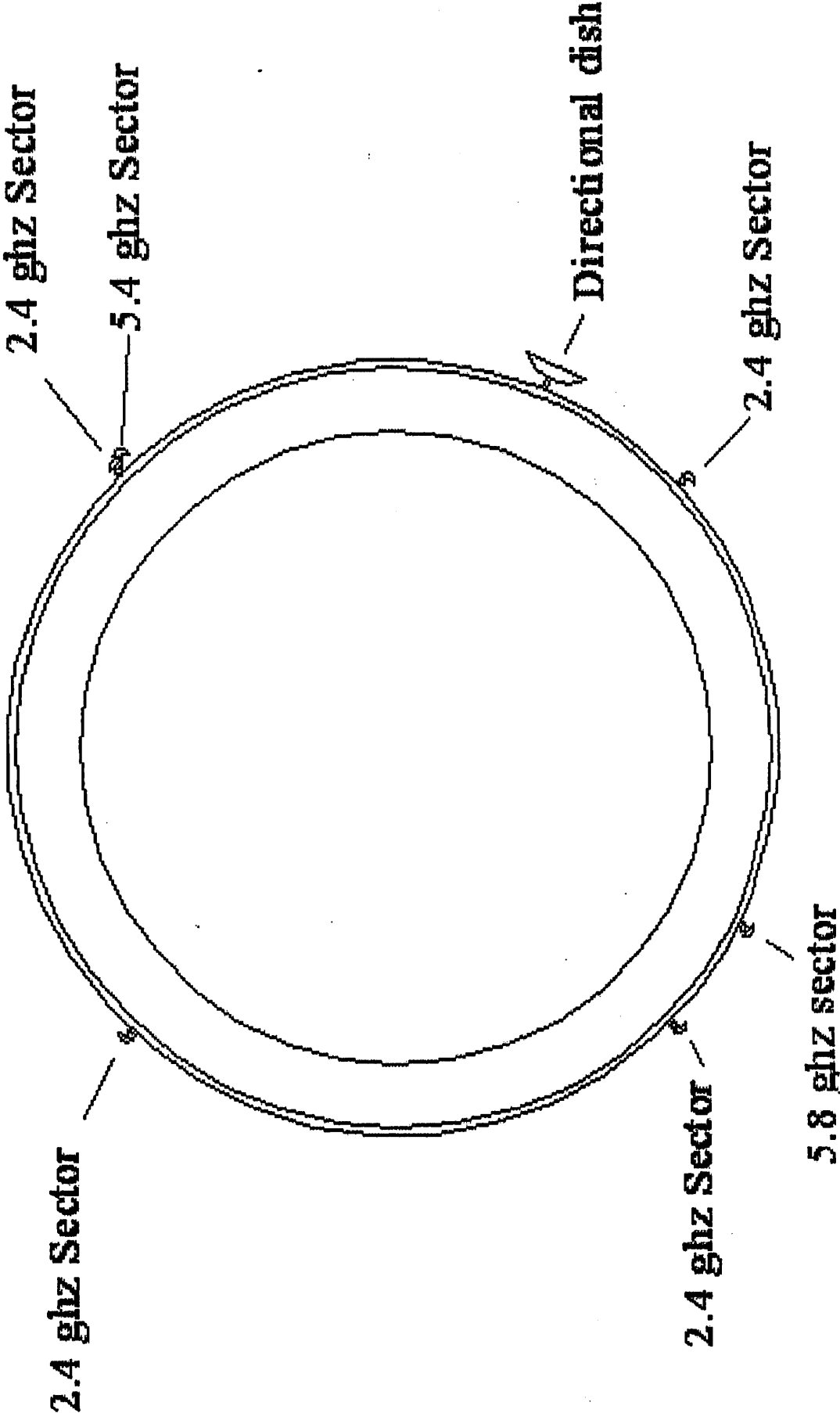
Telecom West Inc.

By: 
9-26-17

Scottsbluff Cemetary Water Tower

North

EXHIBIT A



City of Scottsbluff, Nebraska

Monday, October 2, 2017

Regular Meeting

Item Exec1

Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.

Staff Contact: City Council