

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

Regular Meeting
October 1, 2018
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Closed Session
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. Consent Calendar (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately)
 - a) Approve the minutes of the September 17, 2018 Regular Meeting.
 - b) Appoint members to boards and commissions.
 - c) Council to set a public hearing for October 15, 2018 at 6:00 p.m. to consider a Class I Liquor License for Goonies Sports Bar & Grill, LLC dba Goonies Sports Bar & Grill, 1802 East 20th Place, Scottsbluff, NE
8. Claims:
 - a) Regular Claims
9. Petitions, Communications, Public Input:
 - a) Mayor to sign a proclamation naming October as Manufacturing Month.
10. Resolution & Ordinances:
 - a) Council to consider an Ordinance charging fees for inbound and outbound materials at the compost facility. (third reading)
11. Reports from Staff, Boards & Commissions:
 - a) 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 execute the agreements.

- b) Council to approve the request from Jason and Sami Webb to modify their LB840 Agreement.
 - c) Council to receive a report on the electronic speed signs in Downtown Scottsbluff and discuss expansion of the program.
 - d) Council to consider the Nebraska Platte Alliance Water Supply Interlocal Agreement and authorize the Mayor to sign the agreement.
 - e) Council to discuss and consider action on the Enhanced NPPD Professional Retail Operations Agreement and approve the Resolution.
- 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 1, 2018

Regular Meeting

Item Exec1

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

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, October 1, 2018

Regular Meeting

Item Consent1

Approve the minutes of the September 17, 2018 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on September 17, 2018 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 14, 2018, 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 14, 2018.

Mayor Meininger presided and City Clerk Wright 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 who they are representing 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, Jordan Colwell, Mark McCarthy, and Raymond Gonzales. Also present were City Manager Johnson and City Attorney Kent Hadenfeldt.

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

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 McCarthy seconded by Council Member Colwell that,

- a) "The minutes of the September 4, 2018 Regular Meeting be approved,"
- b) "The minutes of the September 10, 2018 Special Meeting be approved," "YEAS," Colwell, Meininger, McCarthy, and Gonzales" "NAYS," Shaver. Absent: None.

Moved by Council Member Shaver, seconded by Council Member McCarthy, "that the following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated September 4, 2018, as on file with the City Clerk and submitted to the City Council," "YEAS," Meininger, Shaver, McCarthy, Gonzales, and Colwell. "NAYS," None. Absent: None.

CLAIMS

3M COMPANY,PAVEMENT MARKING TAPE,5695.72; ACTION COMMUNICATIONS INC.,INTERNET SERVICE (9/1/18 - 9/30/18),119.15; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4577.62; ASSURITY LIFE INSURANCE CO,LIFE INS,32.95; AUTOZONE STORES, INC,EQUIP MTNC ES,431.93; B & H INVESTMENTS, INC,SUPP - WATER,250; BARCO MUNICIPAL PRODUCTS INC,DEPT SUPPLIES,123.3;BLUFFS SANITARY SUPPLY INC.,DEPT/JANIT SUPPL-PD,568.48; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,359.65; CELLCO PARTNERSHIP,CELL PHONES,182.43; CHRIS REYES,DEPT SUPPL-PD,185; CITY OF GERING,DISPOSAL FEES,45525.82; COLLEEN HERMAN,EAST OVERLAND GRANT,9678.3; COMPUTER CONNECTION INC,RENT-MACH-PD,44;CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF-PD,12.68; CONTRACTORS MATERIALS INC.,SUPP - CONCRETE BLADE,450.07; COPIER CONNECTION,DEPT SAVIN COPIER,141; CORE & MAIN

LP,METERS,2284.08;CREDIT BUREAU OF COUNCIL BLUFFS,FEE - AUGUST 2018,50; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACHMENT,218.06; CYNTHIA GREEN,DEPT SUPPL-PD,128.26; DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,662.74; DELL MARKETING LP,EQUIPMENT CAD/RMS PROJ. (POLICE),56714.88;DOWNTOWN SCOTTSBLUFF ASSOCIATION,CAPITOL CHRISTMAS TREE SPONSORSHIP,400; DUANE E. WOHLERS,DISPOSAL FEES,1600; FAT BOYS TIRE AND AUTO,EQUIP MTNC,287; FEDERAL EXPRESS CORPORATION,POSTAGE,159.59;FLAGSHIP PUBLISHING INC,SBSCR.,44; FLOYD'S TRUCK CENTER, INC,VEHICLE MTNC,89.36; FYR-TEK INC,FIRE HOSE GASKETS,192.66;GALLS INC,CIP-PO-BODY ARMOR-PD,4900; GERARDO REYES & MARTHA BERNADAC,EAST OVERLAND GRANT,9678.3; GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,1390; HAWKINS, INC.,CHEMICALS,2957.98; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,299.55;HEARTLAND EXPRESSWAY ASSOCIATION,ANNUAL MEETING EXPENSE,45;HOLTZ INDUSTRIES, INC,DEPT SUPPLIES,942.65; HONEY WAGON EXPRESS,CONTRACTUAL PK,180;HYDROTEX PARTNERS, LTD,EQUIP MTNC,380.62; IDEAL LAUNDRY AND CLEANERS, INC.,UNIFORMS-PD,937.9; INDEPENDENT PLUMBING AND HEATING, INC,GROUND MAINT PK,277.55;INGRAM LIBRARYSERVICESINC,BKS.,3252.28;INTERNALEVENUE SERVICE,WITHHOLDINGS,57752.7; INTRALINKS, INC,CONTRACT SERVICES - AUGUST 2018,2101.38; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL,58; KNOW HOW LLC,DEPT SUPPLIES CG,617.9; KRIZ DAVIS,EQUIP MAINT,331.1; LARRY UTTECHT,EAST OVERLAND GRANT,7640.75; LEAGUE OF NEBRASKA MUNICIPALITIES,MEMBERSHIPS,2934;LEXISNEXISRISKDATAMANAGEMENT,CONSULTING PD,100; M.C. SCHAFF & ASSOCIATES, INC,CONTRACTUAL SVC,3490; MADISON NATIONAL LIFE,LIFE INSURANCE,1835.94;MATHESON TRI-GAS INC,DEPT SUP,327.96; MENARDS, INC,EQUIP MAINT ADM,146.34; MIDLANDS NEWSPAPERS, INC,SBSCR.,19.95; MONUMENT PREVENTIONCOALITION,CONTRACTUALPD,1879.88;MUNIMETRIXSYSTEMSCORP,IMAGESI LO - AUGUST 2018,39.99; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1350.55; NE DEPT OF ENVIRONMENTAL QUALITY,CONTRACTUAL SERVICES,2100; NE DEPT OF REVENUE,WITHHOLDINGS,19940.91; NEBRASKA SAFETY & FIRE EQUIPEMENT INC.,EQUIP. MAIN.,468; NEBRASKA INTERACTIVE, LLC,SUBSCRIPTION FEE & DRIVERS LICENSE REQ - AUGUST,53;NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,42435.26; NEBRASKA RURAL RADIO ASSOCIATION,CONTRACTUAL SVC,232.5; NEBRASKA SALT AND GRAIN CO,2 LOADS ICE SLICER,7989.95; NEBRASKALAND TIRE, INC,EQUIP MTNC,574.2; NEMNICH AUTOMOTIVE,EQUIP MTNC,79.5; NEOPOST,POSTAGE ADM,1000; NETWORKFLEET, INC,CONTRACTUAL SERVICES,204.5; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT PK,209.22; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,364.49; ONE CALL CONCEPTS, INC,CONTRACTUAL,133.98; OREGON TRAIL PLUMBING, HEATING & COOLING INC,EQUIP MAINT PK,438; PANHANDLE CONCRETE PRODUCTS, INC,GRADE RING,38; PANHANDLE COOPERATIVE ASSOCIATION,OTHER FUEL ES,26005.47; PANHANDLE ENVIRONMENTAL SERVICESINC,SAMPLES,140;PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,15984.95; POLYDYNE INC,CHEMICALS,5198; POSTMASTER,POSTAGE,914.63;PRO OVERHEAD DOOR,DEPT SUP,3109; QUILL CORPORATION,DEPT SUPP,117.96; REAMS SPRINKLER SUPPLY CO.,GROUND MAINT PK,248.75; REGIONAL CARE INC,CLAIMS,16353.42; ROALKVAN DREW,GASOLINE-PD,100.23; RYAN R KUMM,REPAIR HEAT SHIELDS ON E-

1,785; S M E C,EMPLOYEE DEDUCTION,160;SAFELITE FULFILLMENT, INC,VEH MAINT-PD,765.84; SANDBERG IMPLEMENT, INC,EQUIP MTNC,113.73; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,195; SCHOLASTIC INC.,BKS.,355.95; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,504;SCOTTSBLUFF WINSUPPLY COMPANY,GROUND MAINT PK,2.54; SHERWIN WILLIAMS,WHITE LATEX PAINT,772; SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,6345.08; SNELL SERVICES INC.,DEPT SUPP ADM,36; SONNY'S TOWING,TOW SERVICE-PD,827; SPENCER, KEVIN,TUITION REIMBURSEMENT,758;SYMBOLARTS, LLC,UNIFORM BADGES FOR FIRE CHIEF,230; THOMPSON, NOELLE,TUITION REIMBURSEMENT,754.77; TRAFFIC PARTS, INC,TRAFFIC SIGNAL SUPP - THERM. FOR FAN ASSEM,106; TRANS IOWA EQUIPMENT LLC,EQUIP MTNC,796.02; UNION BANK & TRUST,RETIREMENT,36191.73;UNIQUE MANAGEMENT SERVICES, INC,CONT. SRVCS.,375.9; US BANK,PAPERLESS CALCULATOR SOFTWARE,60; VAN DIEST SUPPLY COMPANY,MOSQUITO SPRAY,347.5; W & R INC,EQUIPMENT,13147.62; WESTERN NE TOURISM COALITION,MEMBERSHIP DUES,100; WESTERN PATHOLOGY CONSULTANTS, INC,RANDOM DOT TEST - AUGUST 2018 & PRE.EMPL.SCREENING,106;WESTERN TRAVEL TERMINAL, LLC,VEH MAINT-PD,448; WOODS & AITKEN LLP,PROF.SERVICES - CIR CASE 1464-IBEW 1597,3853.99; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08; WYOMING FIRST AID & SAFETY SUPPLY, LLC,DEPT SUPPLIES,40.94;WYOMING WATER DEVELOPMENT OFF,PAWS FEASIBILITY STUDY,5820.75;YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,1637; ZM LUMBER INC,DEPT SUPP PK,38.75; ZUERCHER TECHNOLOGIES, LLC,EQUIPMENT - CAD/RMS PROJECT (POLICE),14244; REFUNDS, IVY VASQUEZ, 92.03; CYNTHIA HOFFMAN, 20.76; JERRY LEE, 10.92; DAVID B SCHICK, 9.91; STEPHEN K WILLIAMS, 4.01

Regarding the August 2018 Financial Report, City Manager Johnson went over sales tax numbers comparing them to this time last year. Revenues increased 5.53% or \$27, 087.00; with YTD over budget revenues at 0.44% or \$26,322.00.

Mr. Anthony Mason with Riverside Zoological Foundation dba Riverside Discovery Center approached the Council regarding a Business Promotional Event for the Zoo. The event will be called Octo-Bear-fest and will be held October 6th from 4:00 -8:00 p.m. This particular event will be a fund raiser that will include alcohol. Mr. Mason explained that the Zoo needs to have an SDL according to the recommendation of the Liquor Commission. Council Member McCarthy asked where alcohol will be permitted. Mr. Mason stated alcohol will be allowed everywhere the public can go in the zoo, but the event is only for those 21 and over. It was put into motion by Council Member Colwell, seconded by Mayor Meininger “to approve a Business Promotional Event Permit for Riverside Zoological Foundation dba Riverside Discovery Center at 1600 South Beltline Highway for an Octo-Bear-fest on October 6, 2018 from 4:00 p.m. to 8:00 p.m., “YEAS,” Shaver, McCarthy, Gonzales, Colwell, and Meininger. “NAYS,” None. Absent: None.

Ms. Andrea Margheim with Flyover Brewing Company explained she also will be responsible for applying for a Special Designated Liquor License for the Zoo event. She stated they will provide on tap beer from a trailer and because the event is only four hours does not see an excessive amount of alcohol being purchased. She did mention that everyone will be given a ticket for a free beer, but after that would be charged. It was put into motion by Council Member Gonzales, seconded by Council Member Colwell “to approve a Special Designated Liquor License for BDS3C, LLC dba Flyover Brewing Company and

Riverside Zoological Foundation dba Riverside Discovery Center to serve beer at a Business Promotional Event at 1600 South Beltline highway on October 6, 2018 from 4:00 to 8:00 p.m.” “YEAS,” McCarthy, Gonzales, Colwell, Meininger, and Shaver. “NAYS,” None. Absent: None.

City Manager Johnson approached Council regarding a preliminary and final plat of Lot 1, Block 1 Western Addition. This is a request by Western Sugar to subdivide and sell the parcel which is located on the corner of East Overland and Highway 26. Council Member Shaver asked how big the parcel is, with Mr. Johnson stating it is five acres. It was put into motion by Mayor Meininger, seconded by Council Member McCarthy “to approve the preliminary and final plat of Lot 1, Block 1 Western Addition and approve the Resolution. “YEAS,” Gonzales, Colwell, Meininger, Shaver, and McCarthy, “NAYS,” None. Absent: None.

RESOLUTION NO. 18-09-04

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

WHEREAS, BE IT RESOLVED, the preliminary and final plat of Lots 1, Block 1, Western Addition, situated in the SW¼ of the SW¼ Section 19, Township 22 North, Range 54 West of the 6th P.M., Scottsbluff, Scotts Bluff County, Nebraska, dated August 23, 2018, 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 17th day of September, 2018.

Mayor

ATTEST:

City Clerk

Regarding the bid for warrants, Council Member Shaver declared a conflict of interest. Moved by Mayor Meininger, seconded by Council Member Gonzales, “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, and Gonzales, “NAYS”, None. Absent: None. Abstain: Shaver

City Manager Johnson explained that every September we ask local banks to submit quotes on warrant interest rates for the upcoming fiscal year. This year we received the following quotes: First

National Bank 3.05%; First State Bank 2.54%; Platte Valley Bank 3.55%; 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 10-01-2018 through 09-30-2019 and approve the Resolution,” “YEAS”, Meininger, McCarthy, Gonzales, and Colwell, “NAYS,” None. Absent: None, Abstain: Shaver.

RESOLUTION NO. 18-09-05

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

That the claim of First State Bank in the amount of \$3,328.27, to payoff outstanding warrant principal to 9-30-18 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 \$134,827.86, to payoff outstanding warrant principal to 9-30-18 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 \$502,354.81, to payoff outstanding warrant principal to 9-30-18 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 \$95,744.14, to payoff outstanding warrant principal to 9-30-18 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 \$60,153.56, to payoff outstanding warrant principal to 9-30-18 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 17th day of September, 2018.

Mayor

ATTEST:

City Clerk
"seal"

Mayor Meininger introduced the 2018-2019 Budget Ordinance No. 4232 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 Gonzales, "to adopt Ordinance No. 4232, Fiscal Year 2018-2019 Budget," "YEAS," Shaver, McCarthy, Gonzales, Colwell, and Meininger. "NAYS," None. Absent: None.

Council introduced the Ordinance No. 4233 updating solid waste collection fees for non-residential electronic recycling materials which was read by title on third reading: **AN ORDINANCE FOR THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE SOLID WASTE COLLECTION FEES AT CHAPTER 6, ARTICLE 6, ADDING A FEE PER POUND FOR NONRESIDENTIAL ELECTRONIC RECYCLING MATERIALS, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.** There were no additional comments from the public regarding this Ordinance. Moved by Council Member Gonzales, seconded by Council Member Shaver "to adopt Ordinance No. 4233, updating solid waste collection fees for non-residential electronic recycling materials," "YEAS," McCarthy, Gonzales, Colwell, Meininger, and Shaver. "NAYS," None. Absent: None.

Council introduced the Ordinance No. 4234 updating utility user fees, including water and sewer fees, solid waste collection and surcharge for storm water which was read by title on third reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING SEWER USER FEES AT CHAPTER 6, ARTICLE 6, INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS, AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT CHAPTER 6, ARTICLE 6, AND WATER SERVICE FEES AT CHAPTER 6, ARTICLE 6, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE.** Council Member Gonzales asked if charging three percent was going to become the normal procedure. City Manager Johnson stated the City is trying to stabilize rates; however, due to paying for projects with cash, which is what Council had suggested, there has to be an increase. Moved by Council Member McCarthy, seconded by Mayor Meininger "to adopt Ordinance No. 4234, updating utility user fees, including water and sewer fees, solid waste collection and surcharge for storm water," "YEAS," Gonzales, Colwell, Meininger, and McCarthy. "NAYS," Shaver. Absent: None.

Council introduced the Ordinance No. 4235 updating the use of special collections and additional containers which was read by title on third reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING CHAPTER 6, ARTICLE 6, INCLUDING SPECIAL COLLECTIONS AND ADDITIONAL CONTAINERS REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE.** There were no additional comments from the public regarding this Ordinance. Moved by Mayor Meininger, seconded by Council Member Colwell "to adopt Ordinance No. 4235 updating the use of special collections and additional containers," "YEAS," Colwell, Meininger, Shaver, McCarthy, and Gonzales. "NAYS," None. Absent: None.

Council introduced the Ordinance charging fees for inbound and outbound materials at the compost facility which was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF DEALING WITH DISPOSAL OF TREES, BRUSH AND YARD WASTE AT CITY DISPOSAL SITES, AMENDING THE SCOTTSBLUFF MUNICIPAL CODE SECTION 6-6-26, EXEMPTING YARD WASTE AND TREE DISPOSAL FROM A CITIZEN'S RESIDENCE, SETTING FORTH RATES AND CHARGES FOR ACCEPTING COMMERCIAL AND NON-RESIDENTIAL YARD WASTE AND TREE DISPOSAL, REPEALING THE FORMER**

SECTION, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Johnson reminded Council that at the last meeting there was a public hearing held to request the zoning change at 1116 Avenue C, Scottsbluff, Nebraska from R-1A Single Family Residential to C-2 Neighborhood and Retail Commercial Zone. There has been no opposition to the public hearing and the applicant has asked to waive the three readings to break ground on the project. Mayor Meininger introduced Ordinance No. 4236 to rezone the property located at 1116 Ave C, Scottsbluff, Nebraska from R-1A Single Family Residential to C-2 Neighborhood and Retail Commercial Zone which was read by title on first reading: **AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT A TRACT OF LAND IN THE NORTHEAST CORNER OF THE NW ¼ OF SECTION 26, TOWNSHIP 22 WHICH IS KNOWN AS TAX LOT 26, LOCATED AT 1116 AVENUE C, SCOTTSBLUFF, NEBRASKA CURRENTLY ZONED AS R-1A SINGLE FAMILY, WILL NOW BE INCLUDED IN C-2 NEIGHBORHOOD AND RETAIL COMMERCIAL ZONE., AND REPEALING PRIOR SECTION 25-1-4.**

Moved by Mayor Meininger, seconded by Council Member Colwell, "that the statutory rule requiring the Ordinance to be read by title on three different days be suspended," "YEAS," Shaver, McCarthy, Gonzales, Colwell, and Meininger. "NAYS," None. Absent: None.

The motion carried having been approved by three-fourths of the Council Members. Moved by Mayor Meininger, seconded by Council Member Shaver, "that Ordinance No. 4236 be adopted," "YEAS," McCarthy, Gonzales, Colwell, Meininger, and Shaver. "NAYS," None. Absent: None.

Regarding the update on negotiations with Riverside Discovery Center, Mr. Johnson explained that the current contract will expire in September of 2020 and he has been in contact with Board President Martin Mickey and Zoo Director Anthony Mason with preliminary discussions; stating he would like direction from Council with how to proceed. Council Member Shaver commented that this needs to be addressed, but feels we should not negotiate a contract, due to not knowing what could happen financially in the two years remaining, but feels the City needs to have a plan. Mayor Meininger suggested that we work with County Tourism and local banks with return on the City's investment of \$350,000.00 per year. Council Member Gonzales feels we need to continue this discussion as a yearlong process and not just at budget time, stating we need to stay on top of it. He also asked Mr. Johnson for a timeline showing funding and changes that have occurred at the Zoo from inception. Council Member McCarthy suggested staying in contact with Mr. Mason regarding how the Zoo is doing and finding out what their needs are.

Mr. Mason commented that he would appreciate communication with the City. He stated the Zoo could lose their AZA accreditation if they lost support and he needs to know if they need to look for outside help and donations.

Mr. Johnson presented an agreement with Tri-City Stormwater, not to exceed \$8,000, to be used for stormwater education, outreach and painting stormwater drains throughout the community. Council Member Shaver asked if this was required, with Mr. Johnson stating it helps meet the requirement the State mandates. Council Member Shaver, seconded by Council Member McCarthy made the motion "to approve the Tri-City Interlocal Stormwater Program Agreement for the Cities of Gering, Scottsbluff, and Terrytown and authorize the Mayor to execute the agreement," "YEAS," Colwell, Meininger, Shaver, McCarthy, and Gonzales. "NAYS," None. Absent: None.

Regarding the update on additional fees with other entities relating to the NPPD contract, Mr. Johnson explained that after reaching out to several other governmental entities regarding paying the 12% lease payment it has not been favorable and he would like direction from Council on how to handle this matter. Council Member Shaver commented that we need to approach this, feeling the City has been cutting corners for years. Council Member Gonzales asked what the net gain would be, with Mr. Johnson commenting \$60,000. Council Member Colwell did not like the idea of the City taxing itself, with Mayor Meininger asking Mr. Johnson to reach out to the City Manager of Kearney to see how they handle this matter with the other governmental entities in their City.

Ms. Starr Lehl, Economic Development Director introduced Rod Clause of Der Topfer Gallery and Studio explaining that he is applying for a \$10,000 economic assistance grant to help fund a website he is creating to grow his business. Council Member Shaver asked if this money is for retail. Ms. Lehl stated the gallery qualified for both manufacturing and tourism, which are eligible activities for LB 840 funding. Mr. Clause stated he is applying for the grant because he needs equipment to move into tile making and for funding a website. He is selling not only for himself, but for other artists and he also gives private lessons. He hopes to hire employees, in the future, to work in his studio to help in selling and production. He would like to bring back the Art Festival and is very receptive to working and giving back to the community. Council Member Colwell made the motion, seconded by Mayor Meininger “to approve the Economic Assistance Grant for Der Topfer Gallery and Studio,” “YEAS,” McCarthy, Gonzales, Colwell, and Meininger. “NAYS,” Shaver. Absent: None.

Mr. Johnson presented the Fifth Amendment to the Police Agreement with the City of Terrytown, explaining that in 1987 we started providing police services to the City of Terrytown. This new agreement, which has not changed for twelve years, shows an increase from \$92,200 to \$130,000 per year. It will be reviewed every five years, and based on the Consumer Price Index at the time, will determine whether the rate needs to increase. Council Member McCarthy asked what the cost is to actually provide the service. Police Chief Spencer commented that we are getting closer; per capita in Scottsbluff is at \$245 per citizen, compared to Terrytown which is a little over \$100 per citizen. Terrytown, however, does not receive all the services the department provides, such as animal control, code enforcement, and snow emergencies. Council Member Shaver, seconded by Council Member Colwell made the motion “to approve the Fifth Amendment to the Police Agreement with the City of Terrytown and authorize the Mayor to sign the Agreement,” “YEAS,” Gonzales, Colwell, Meininger, Shaver, and McCarthy. “NAYS,” None. Absent: None.

Mr. Johnson started discussion by explaining the last time the initiative for the ½% sales tax went to the voters, the City offered educational forums to discuss what the money would be used for. At that time, there were three town hall meetings held that were minimally attended. Because of this, Mr. Johnson suggests holding one town hall meeting on Monday, October 29th. Council Member Shaver asked if Mr. Johnson has heard any feedback from groups who said they would be educating for the initiative. Mr. Johnson stated the group representing the aquatic center anticipates rolling out educational material that includes yard signs, pamphlets, and radio ads. After discussion, Council agreed having one meeting on October 29th at the Library, if the meeting room is available, if not it will be held at City Hall.

Under Council reports, 911 advisory task force meeting is coming up, LARM members board meeting will be at 10:15 a.m. in Kearney on Wednesday, September 19th, Governor Ricketts will be in Scottsbluff on Friday, September 21st, holding a town hall meeting at Elite Health at 11:00 a.m. and there will be a joint LB840 Application Review Committee with Gering on Friday, September 21st at 9:00 a.m. at Scottsbluff City Hall Council Chambers.

Ms. Josie Amoo, a sophomore at Scottsbluff High School, was in attendance representing Youth Council. Ms. Amoo informed Council that Rachael’s Challenge presented an assembly on September

12th. She reported homecoming was a success, the art club will be carving jack lanterns for the upcoming Spooktakular at the Zoo and PE classes will continue to work on archery conducted by the Nebraska Parks and Recreation Department.

Council Member Shaver made the motion seconded by Council Member Colwell “to adjourn the meeting at 6:50 p.m.” “YEAS,” Colwell, Meininger, Shaver, McCarthy, and Gonzales. “NAYS,” None. Absent: None.

Mayor

City Clerk

“SEAL”

City of Scottsbluff, Nebraska

Monday, October 1, 2018

Regular Meeting

Item Consent2

Appoint members to boards and commissions.

Staff Contact: City Council

Agenda Statement

Item No.

For Meeting of: October 1, 2018

AGENDA TITLE: Council to approve City Manager appointments to various boards and commissions.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Consent

SUMMARY EXPLANATION:

Board of Adjustment & Building & Fire Codes Exception Bd. – 3yr term: Troy Herman, Rick Wayman, and Raul Aquallo (alternate)

Business Improvement Board – 3 yr term: Beckie Rogers

Park, Cemetery, & Tree Board – 5 yr term: Megan Hayward

Planning Commission – 3 yr term: Dana Weber

BOARD/COMMISSION RECOMMENDATION:

These are reappointments for members whose terms have expired.

STAFF RECOMMENDATION: Approve appointments

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

Rev: 11/15/12 City Clerk

City of Scottsbluff, Nebraska

Monday, October 1, 2018

Regular Meeting

Item Consent3

Council to set a public hearing for October 15, 2018 at 6:00 p.m. to consider a Class I Liquor License for Goonies Sports Bar & Grill, LLC dba Goonies Sports Bar & Grill, 1802 East 20th Place, Scottsbluff. NE

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, October 1, 2018

Regular Meeting

Item Claims1

Regular Claims

Staff Contact: Liz Hilyard, Finance Director

**Expense Approval Report**

By Vendor Name

Post Dates 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09373 - AIR EVAC EMS, INC					
Fund: 812 - HEALTH INSURANCE					
CENSUS-MEMBERSHIPS 10/1/18..CONTRACTUAL SERVICES					7,550.00
				Fund 812 - HEALTH INSURANCE Total:	7,550.00
				Vendor 09373 - AIR EVAC EMS, INC Total:	7,550.00
Vendor: 03711 - AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
Misc.	DEPARTMENT SUPPLIES				512.28
Misc.	AUDIOVISUAL SUPPLIES				151.07
Misc.	BOOKS				435.96
Misc.	PROGRAMMING				61.44
				Fund 111 - GENERAL Total:	1,160.75
Fund: 212 - TRANSPORTATION					
DEPT SUPP ST	DEPARTMENT SUPPLIES				226.00
DEPT SUPP ST	DEPARTMENT SUPPLIES				226.00
				Fund 212 - TRANSPORTATION Total:	452.00
Fund: 223 - KENO					
Misc.	DEPARTMENT SUPPLIES				17.42
				Fund 223 - KENO Total:	17.42
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPP ES	DEPARTMENT SUPPLIES				226.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	226.00
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				226.00
				Fund 631 - WASTEWATER Total:	226.00
				Vendor 03711 - AMAZON.COM HEADQUARTERS Total:	2,082.17
Vendor: 00152 - AMERICAN PUBLIC WORKS ASSOCIATION					
Fund: 631 - WASTEWATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				100.00
				Fund 631 - WASTEWATER Total:	100.00
Fund: 641 - WATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				100.00
				Fund 641 - WATER Total:	100.00
				Vendor 00152 - AMERICAN PUBLIC WORKS ASSOCIATION Total:	200.00
Vendor: 02118 - ANITA'S GREENSCAPING INC					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				242.00
				Fund 111 - GENERAL Total:	242.00
				Vendor 02118 - ANITA'S GREENSCAPING INC Total:	242.00
Vendor: 08126 - ANTHONY J MURPHY					
Fund: 111 - GENERAL					
PER DIEM FOR ARSON CONFER...	SCHOOL & CONFERENCE				130.00
				Fund 111 - GENERAL Total:	130.00
				Vendor 08126 - ANTHONY J MURPHY Total:	130.00
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 111 - GENERAL					
Brake Cleaner	DEPARTMENT SUPPLIES				20.56
				Fund 111 - GENERAL Total:	20.56

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				-18.99
EQUIP MTNC	EQUIPMENT MAINTENANCE				20.99
Fund 725 - CENTRAL GARAGE Total:					2.00
Vendor 04575 - AUTOZONE STORES, INC Total:					22.56
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
Dep. sup - LIBRARY	DEPARTMENT SUPPLIES				50.00
Fund 111 - GENERAL Total:					50.00
Vendor 00295 - B & H INVESTMENTS, INC Total:					50.00
Vendor: 09972 - BAILEY POTTERY EQUIPMENT CORP					
Fund: 224 - ECONOMIC DEVELOPMENT					
LB840 GRANT - DER TOPHER	ECONOMIC DEVELOPMENT				3,050.92
Fund 224 - ECONOMIC DEVELOPMENT Total:					3,050.92
Vendor 09972 - BAILEY POTTERY EQUIPMENT CORP Total:					3,050.92
Vendor: 01176 - BEELINE SERVICE INC					
Fund: 212 - TRANSPORTATION					
SUPP - FLARE PIPE	DEPARTMENT SUPPLIES				86.56
Fund 212 - TRANSPORTATION Total:					86.56
Vendor 01176 - BEELINE SERVICE INC Total:					86.56
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC					
Fund: 111 - GENERAL					
Monthly Energy Bill	HEATING FUEL				37.24
Monthly Energy Bill	HEATING FUEL				48.73
Monthly Energy Bill	HEATING FUEL				48.73
Monthly Energy Bill	HEATING FUEL				33.07
Monthly Energy Bill	HEATING FUEL				79.02
Monthly Energy Bill	HEATING FUEL				139.99
Monthly Energy Bill	HEATING FUEL				126.02
Fund 111 - GENERAL Total:					512.80
Fund: 212 - TRANSPORTATION					
Monthly Energy Bill	HEATING FUEL				234.60
Fund 212 - TRANSPORTATION Total:					234.60
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Energy Bill	HEATING FUEL				38.28
Fund 621 - ENVIRONMENTAL SERVICES Total:					38.28
Fund: 641 - WATER					
Monthly Energy Bill	HEATING FUEL				137.50
Fund 641 - WATER Total:					137.50
Fund: 725 - CENTRAL GARAGE					
Monthly Energy Bill	HEATING FUEL				33.07
Fund 725 - CENTRAL GARAGE Total:					33.07
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:					956.25
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
DEPT SUPP ADM	DEPARTMENT SUPPLIES				126.15
DEPT SUPP	DEPARTMENT SUPPLIES				136.32
DEPT SUPP ADM	DEPARTMENT SUPPLIES				-40.28
Jan. sup.	JANITORIAL SUPPLIES				11.80
Fund 111 - GENERAL Total:					233.99
Fund: 212 - TRANSPORTATION					
CLEANING SUPP - MOP	DEPARTMENT SUPPLIES				23.74
Fund 212 - TRANSPORTATION Total:					23.74

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				93.94
Fund 621 - ENVIRONMENTAL SERVICES Total:					93.94
Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:					351.67
Vendor: 09410 - BROWN, MATTHEW					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				25.00
Fund 111 - GENERAL Total:					25.00
Vendor 09410 - BROWN, MATTHEW Total:					25.00
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.					
Fund: 212 - TRANSPORTATION					
SUPP - HEM FIR	DEPARTMENT SUPPLIES				11.26
Fund 212 - TRANSPORTATION Total:					11.26
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:					11.26
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
FIRE DEPARTMENT CELL PHONES	CELLULAR PHONE				243.09
CELL PHONES-PD	TELEPHONE				533.10
Fund 111 - GENERAL Total:					776.19
Vendor 07911 - CELLCO PARTNERSHIP Total:					776.19
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					
Dep. sup.	DEPARTMENT SUPPLIES				5.99
BUSINESS CARDS TOM, JUSTIN,...	DEPARTMENT SUPPLIES				42.72
Fund 111 - GENERAL Total:					48.71
Fund: 212 - TRANSPORTATION					
SUPP - INK CART, STICKIE NOTES	DEPARTMENT SUPPLIES				117.75
SUPP - INK CART. & PAPER	DEPARTMENT SUPPLIES				166.54
Fund 212 - TRANSPORTATION Total:					284.29
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				43.99
Fund 213 - CEMETERY Total:					43.99
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				121.64
DEPT SUPPLIES	DEPARTMENT SUPPLIES				83.99
Fund 621 - ENVIRONMENTAL SERVICES Total:					205.63
Vendor 02396 - CITIBANK N.A. Total:					582.62
Vendor: 00367 - CITY OF SCB					
Fund: 111 - GENERAL					
PETTY CASH	DEPARTMENT SUPPLIES				13.97
PETTY CASH	DEPARTMENT SUPPLIES				22.49
PETTY CASH	DEPARTMENT SUPPLIES				13.65
PETTY CASH	EQUIPMENT MAINTENANCE				12.00
Fund 111 - GENERAL Total:					62.11
Vendor 00367 - CITY OF SCB Total:					62.11

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 111 - GENERAL					
Pgrm.	PROGRAMMING				135.00
Fund 111 - GENERAL Total:					135.00
Vendor 01976 - CLARK PRINTING LLC Total:					135.00
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY					
Fund: 713 - CASH & INVESTMENT POOL					
LIFE & ACCIDENT INS	LIFE INS EE PAYABLE				22.75
LIFE & ACCIDENT 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: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 212 - TRANSPORTATION					
SUPP - EXPANSION JOINT	DEPARTMENT SUPPLIES				188.65
Fund 212 - TRANSPORTATION Total:					188.65
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:					188.65
Vendor: 09581 - CREATIVE SITES LLC					
Fund: 223 - KENO					
BCI BURKE PLAYGROUND STRU...	EQUIPMENT				29,000.00
Fund 223 - KENO Total:					29,000.00
Vendor 09581 - CREATIVE SITES LLC Total:					29,000.00
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				218.06
Fund 713 - CASH & INVESTMENT POOL Total:					218.06
Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:					218.06
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
DEPT SUPP ADM	DEPARTMENT SUPPLIES				7.30
DEPT SUPP ADM	DEPARTMENT SUPPLIES				165.99
Dep. sup.	DEPARTMENT SUPPLIES				150.55
Dep. sup.	DEPARTMENT SUPPLIES				36.51
Fund 111 - GENERAL Total:					360.35
Vendor 07689 - CYNTHIA GREEN Total:					360.35
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
VEHICLE MTNC	VEHICLE MAINTENANCE				2,146.02
Fund 621 - ENVIRONMENTAL SERVICES Total:					2,146.02
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:					2,146.02
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE					
Fund: 111 - GENERAL					
Monthly Long Distance	TELEPHONE				7.49
Monthly Long Distance	TELEPHONE				4.34
Monthly Long Distance	TELEPHONE				3.44
Monthly Long Distance	TELEPHONE				0.67
Monthly Long Distance	TELEPHONE				3.63
Monthly Long Distance	TELEPHONE				8.43
Monthly Long Distance	TELEPHONE				46.15
Monthly Long Distance	TELEPHONE				13.22
Monthly Long Distance	TELEPHONE				3.10
Monthly Long Distance	TELEPHONE				2.35
LONG DISTANCE	TELEPHONE				2.65
Fund 111 - GENERAL Total:					95.47

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
Monthly Long Distance	TELEPHONE				6.38
Fund 212 - TRANSPORTATION Total:					6.38
Fund: 213 - CEMETERY					
Monthly Long Distance	TELEPHONE				2.39
Fund 213 - CEMETERY Total:					2.39
Fund: 224 - ECONOMIC DEVELOPMENT					
Monthly Long Distance	TELEPHONE				3.42
Fund 224 - ECONOMIC DEVELOPMENT Total:					3.42
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Long Distance	TELEPHONE				5.56
Fund 621 - ENVIRONMENTAL SERVICES Total:					5.56
Fund: 631 - WASTEWATER					
Monthly Long Distance	TELEPHONE				3.59
Fund 631 - WASTEWATER Total:					3.59
Fund: 641 - WATER					
Monthly Long Distance	TELEPHONE				3.56
Fund 641 - WATER Total:					3.56
Fund: 661 - STORMWATER					
Monthly Long Distance	TELEPHONE				2.05
Fund 661 - STORMWATER Total:					2.05
Fund: 721 - GIS SERVICES					
Monthly Long Distance	TELEPHONE				1.91
Fund 721 - GIS SERVICES Total:					1.91
Fund: 725 - CENTRAL GARAGE					
Monthly Long Distance	TELEPHONE				2.15
Fund 725 - CENTRAL GARAGE Total:					2.15
Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:					126.48
Vendor: 09901 - DAVIS LARRY					
Fund: 111 - GENERAL					
CONTRACTUAL PK	CONTRACTUAL SERVICES				1,000.00
Fund 111 - GENERAL Total:					1,000.00
Vendor 09901 - DAVIS LARRY Total:					1,000.00
Vendor: 03664 - DEINES IRRIGATION, INC					
Fund: 111 - GENERAL					
GROUND MAINT PK	GROUNDS MAINTENANCE				5,070.68
Fund 111 - GENERAL Total:					5,070.68
Vendor 03664 - DEINES IRRIGATION, INC Total:					5,070.68
Vendor: 06876 - DELL MARKETING LP					
Fund: 215 - SPECIAL PROJECTS					
10 MONITOR MOUNTS - ECITAT...EQUIPMENT					539.90
Fund 215 - SPECIAL PROJECTS Total:					539.90
Vendor 06876 - DELL MARKETING LP Total:					539.90
Vendor: 09949 - DELL MARKETING, LP					
Fund: 215 - SPECIAL PROJECTS					
DESKTOP DOCK AND ACCESSOR... EQUIPMENT					307.02
Fund 215 - SPECIAL PROJECTS Total:					307.02
Vendor 09949 - DELL MARKETING, LP Total:					307.02
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
EQUIP MTNC	DISPOSAL FEES				800.00
EQUIP MTNC	EQUIPMENT MAINTENANCE				78.90

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DISPOSAL FEES	DISPOSAL FEES				800.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,678.90
Vendor 07421 - DUANE E. WOHLERS Total:					1,678.90
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: 09944 - ENSEMBLE SOLUTIONS GROUP					
Fund: 215 - SPECIAL PROJECTS					
WIRELESS ANTENNA/MOUNT - ... EQUIPMENT					17,369.85
WIRELESS ANTENNA/MOUNT - ... EQUIPMENT					3,393.37
Fund 215 - SPECIAL PROJECTS Total:					20,763.22
Vendor 09944 - ENSEMBLE SOLUTIONS GROUP Total:					20,763.22
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				21.43
Fund 111 - GENERAL Total:					21.43
Fund: 641 - WATER					
POSTAGE	POSTAGE				902.73
Fund 641 - WATER Total:					902.73
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:					924.16
Vendor: 00462 - FIRST STATE BANK					
Fund: 311 - DEBT SERVICE					
PAYDOWN WARRANTS	DEBT SERVICE				67,864.89
PAYDOWN WARRANTS	DEBT SERVICE-INTEREST				31,366.74
Fund 311 - DEBT SERVICE Total:					99,231.63
Vendor 00462 - FIRST STATE BANK Total:					99,231.63
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 212 - TRANSPORTATION					
REPAIRS TO D.TRUCK	VEHICLE MAINTENANCE				3,021.11
Fund 212 - TRANSPORTATION Total:					3,021.11
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				20.85
EQUIP MTNC	EQUIPMENT MAINTENANCE				50.38
EQUIP MTNC ES	EQUIPMENT MAINTENANCE				220.08
Fund 725 - CENTRAL GARAGE Total:					291.31
Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:					3,312.42
Vendor: 09709 - GATCH RICK					
Fund: 621 - ENVIRONMENTAL SERVICES					
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING				114.74
Fund 621 - ENVIRONMENTAL SERVICES Total:					114.74
Vendor 09709 - GATCH RICK Total:					114.74
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPP ADM	DEPARTMENT SUPPLIES				100.25
DEPT SUPP ADM	DEPARTMENT SUPPLIES				29.88
cleaning sup. and batteries	DEPARTMENT SUPPLIES				49.50
Open house supplies	PROMOTIONAL SUPPLIES				22.39
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				8.97
RANGE SUPPL-PD	FIREARMS RANGE SUPPLIES				26.57
DEPT SUPP REC	DEPARTMENT SUPPLIES				47.34
bottled water	DEPARTMENT SUPPLIES				15.92
Prgrm. & dep. sup.	DEPARTMENT SUPPLIES				12.10
Prgrm. & dep. sup.	PROGRAMMING				164.26

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
cleaning supplies	DEPARTMENT SUPPLIES				32.89
bottled water	DEPARTMENT SUPPLIES				35.82
Open house supplies	PROMOTIONAL SUPPLIES				21.68
RECRUITMENT	RECRUITMENT				7.96
DEPT SUPP REC	DEPARTMENT SUPPLIES				101.76
				Fund 111 - GENERAL Total:	677.29
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				63.98
				Fund 621 - ENVIRONMENTAL SERVICES Total:	63.98
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				200.79
				Fund 631 - WASTEWATER Total:	200.79
Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:					942.06
Vendor: 02696 - GREENKEEPER COMPANY, INC					
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				4,972.00
				Fund 213 - CEMETERY Total:	4,972.00
Vendor 02696 - GREENKEEPER COMPANY, INC Total:					4,972.00
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				2,459.85
CHEMICALS	CHEMICALS				2,607.96
				Fund 641 - WATER Total:	5,067.81
Vendor 04371 - HAWKINS, INC. Total:					5,067.81
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
DEPT SUPP PK	DEPARTMENT SUPPLIES				13.00
				Fund 111 - GENERAL Total:	13.00
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:					13.00
Vendor: 08793 - HYDRONIC WATER MANAGEMENT					
Fund: 111 - GENERAL					
Equip. main.	EQUIPMENT MAINTENANCE				425.00
				Fund 111 - GENERAL Total:	425.00
Vendor 08793 - HYDRONIC WATER MANAGEMENT Total:					425.00
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
JANITORIAL SUPP PK	JANITORIAL SUPPLIES				285.45
JANITORIAL SUPP PK	JANITORIAL SUPPLIES				58.32
JANITORIAL SUPP PK	JANITORIAL SUPPLIES				46.18
JANITORIAL SUPP PK	JANITORIAL SUPPLIES				88.31
JANITORIAL SUPP PK	JANITORIAL SUPPLIES				4.11
Jan. sup.	JANITORIAL SUPPLIES				89.25
DEPT SUPP	DEPARTMENT SUPPLIES				46.81
				Fund 111 - GENERAL Total:	618.43
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				98.20
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				31.99
				Fund 212 - TRANSPORTATION Total:	130.19
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPPLIES ES	DEPARTMENT SUPPLIES				89.82
DEPT SUPPLIES ES	DEPARTMENT SUPPLIES				89.82
				Fund 621 - ENVIRONMENTAL SERVICES Total:	179.64
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				18.57
				Fund 631 - WASTEWATER Total:	18.57

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				18.57
				Fund 641 - WATER Total:	18.57
Fund: 725 - CENTRAL GARAGE					
UNIFORMS & CLOTHING ES	DEPARTMENT SUPPLIES				33.24
UNIFORMS & CLOTHING ES	UNIFORMS & CLOTHING				8.96
UNIFORMS & CLOTHING ES	DEPARTMENT SUPPLIES				33.24
UNIFORMS & CLOTHING ES	UNIFORMS & CLOTHING				8.96
				Fund 725 - CENTRAL GARAGE Total:	84.40
				Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	1,049.80
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				51.60
GROUND MAINT PK	GROUNDS MAINTENANCE				192.50
				Fund 111 - GENERAL Total:	244.10
				Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:	244.10
Vendor: 02578 - INFINITY CONSTRUCTION, INC.					
Fund: 212 - TRANSPORTATION					
42ND STREET - AVE I TO 5TH AVE STREET PROJECTS					215,174.53
				Fund 212 - TRANSPORTATION Total:	215,174.53
Fund: 631 - WASTEWATER					
42ND STREET - AVE I TO 5TH AVE STRUCTURES					25,970.50
				Fund 631 - WASTEWATER Total:	25,970.50
Fund: 661 - STORMWATER					
42ND STREET - AVE I TO 5TH AVE STRUCTURES					28,541.80
				Fund 661 - STORMWATER Total:	28,541.80
				Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:	269,686.83
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks.	BOOKS				378.93
Bks.	BOOKS				634.76
Bks.	BOOKS				117.86
Bks.	BOOKS				506.88
				Fund 111 - GENERAL Total:	1,638.43
Fund: 223 - KENO					
Bks.	DEPARTMENT SUPPLIES				12.86
Bks.	DEPARTMENT SUPPLIES				7.93
				Fund 223 - KENO Total:	20.79
				Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:	1,659.22
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,856.41
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,856.41
WITHHOLDINGS	FICA W/H EE PAYABLE				14,307.94
WITHHOLDINGS	FICA W/H EE PAYABLE				14,307.94
WITHHOLDINGS	FED W/H EE PAYABLE				23,778.10
				Fund 713 - CASH & INVESTMENT POOL Total:	60,106.80
				Vendor 08154 - INTERNAL REVENUE SERVICE Total:	60,106.80
Vendor: 00587 - INTERNATIONAL PUBLIC MANAGEMENT ASSOCIATION-HR					
Fund: 111 - GENERAL					
POLICE PROMOTION EXAMS	RECRUITMENT				225.00
				Fund 111 - GENERAL Total:	225.00
				Vendor 00587 - INTERNATIONAL PUBLIC MANAGEMENT ASSOCIATION-HR Total:	225.00

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
CONTRACT SERVICES - LIBRARY	CONTRACTUAL SERVICES				131.25
				Fund 111 - GENERAL Total:	131.25
Fund: 621 - ENVIRONMENTAL SERVICES					
DOMAIN REGISTRATION - 3 YRS.	CONTRACTUAL SERVICES				19.99
				Fund 621 - ENVIRONMENTAL SERVICES Total:	19.99
Fund: 631 - WASTEWATER					
DOMAIN REGISTRATION - 3 YRS.	CONTRACTUAL SERVICES				19.99
				Fund 631 - WASTEWATER Total:	19.99
Fund: 641 - WATER					
DOMAIN REGISTRATION - 3 YRS.	CONTRACTUAL SERVICES				19.99
				Fund 641 - WATER Total:	19.99
				Vendor 08525 - INTRALINKS, INC Total:	191.22
Vendor: 00192 - J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
PUBLIC OFFICIAL BONDS (N.J.O...	BONDING				875.00
PUBLIC OFFICIAL BONDS (N.J.O...	BONDING				875.00
				Fund 111 - GENERAL Total:	1,750.00
				Vendor 00192 - J G ELLIOTT CO.INC. Total:	1,750.00
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 212 - TRANSPORTATION					
SUPP - GAS CAN	DEPARTMENT SUPPLIES				9.99
SUPP - MISC. TIE DOWN STRAPS	DEPARTMENT SUPPLIES				114.96
SUPP - IMPACT & DRILL DRIVER...	DEPARTMENT SUPPLIES				259.99
SUPP - CHOPSAW BLADE	DEPARTMENT SUPPLIES				5.99
				Fund 212 - TRANSPORTATION Total:	390.93
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				54.98
				Fund 621 - ENVIRONMENTAL SERVICES Total:	54.98
				Vendor 06131 - JOHN DEERE FINANCIAL Total:	445.91
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEPT SUPPLIES PK	DEPARTMENT SUPPLIES				24.48
DEPT SUPP PK	DEPARTMENT SUPPLIES				85.95
				Fund 111 - GENERAL Total:	110.43
				Vendor 08067 - JOHN DEERE FINANCIAL Total:	110.43
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 213 - CEMETERY					
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE				16.40
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE				15.00
				Fund 213 - CEMETERY Total:	31.40
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				290.12
				Fund 725 - CENTRAL GARAGE Total:	290.12
				Vendor 09474 - JOHN DEERE FINANCIAL Total:	321.52
Vendor: 00014 - KEEP SCOTTSBLUFF-GERING BEAUTIFUL					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				5,828.94
				Fund 661 - STORMWATER Total:	5,828.94
				Vendor 00014 - KEEP SCOTTSBLUFF-GERING BEAUTIFUL Total:	5,828.94

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01333 - KIESEL, ROB					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				25.00
Fund 111 - GENERAL Total:					25.00
Vendor 01333 - KIESEL, ROB Total:					25.00
Vendor: 09371 - KIRK BERNHARDT					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				500.00
Fund 111 - GENERAL Total:					500.00
Vendor 09371 - KIRK BERNHARDT Total:					500.00
Vendor: 09747 - KNOW HOW LLC					
Fund: 111 - GENERAL					
Oil Dry FD	DEPARTMENT SUPPLIES				325.35
VEH MAINT PK	VEHICLE MAINTENANCE				1.51
Fund 111 - GENERAL Total:					326.86
Fund: 212 - TRANSPORTATION					
SUPP - ADAPTER	DEPARTMENT SUPPLIES				2.03
Fund 212 - TRANSPORTATION Total:					2.03
Fund: 213 - CEMETERY					
EQUIP MAINT	EQUIPMENT MAINTENANCE				37.34
Fund 213 - CEMETERY Total:					37.34
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				30.51
DEPT SUPPLIES	DEPARTMENT SUPPLIES				15.38
Fund 621 - ENVIRONMENTAL SERVICES Total:					45.89
Fund: 631 - WASTEWATER					
EQUIP MAINT WW	EQUIPMENT MAINTENANCE				199.90
VEHICLE MAINT WW	VEHICLE MAINTENANCE				117.95
VEHICLE MAINT WW	VEHICLE MAINTENANCE				-18.00
Fund 631 - WASTEWATER Total:					299.85
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				439.33
EQUIP MTNC	EQUIPMENT MAINTENANCE				10.67
EQUIP MTNC	EQUIPMENT MAINTENANCE				10.67
EQUIP MTNC	EQUIPMENT MAINTENANCE				10.67
EQUIP MTNC	EQUIPMENT MAINTENANCE				8.30
DEPT SUPPLIES	DEPARTMENT SUPPLIES				11.30
EQUIP MTNC	EQUIPMENT MAINTENANCE				38.10
EQUIP MTNC	EQUIPMENT MAINTENANCE				181.24
EQUIP MTNC	EQUIPMENT MAINTENANCE				25.48
EQUIP MTNC	EQUIPMENT MAINTENANCE				7.74
EQUIP MTNC	EQUIPMENT MAINTENANCE				6.24
EQUIP MTNC	EQUIPMENT MAINTENANCE				-4.20
Fund 725 - CENTRAL GARAGE Total:					745.54
Vendor 09747 - KNOW HOW LLC Total:					1,457.51
Vendor: 09872 - KRIZ DAVIS					
Fund: 212 - TRANSPORTATION					
ELECT. SUPP - CLAMP METER	DEPARTMENT SUPPLIES				258.00
ELECT. SUPP - STEEL CONDUIT	DEPARTMENT SUPPLIES				254.06
Fund 212 - TRANSPORTATION Total:					512.06
Vendor 09872 - KRIZ DAVIS Total:					512.06
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 111 - GENERAL					
FY18-19 INSURANCE PREMIUMS	WORKERS COMPENSATION				898.96
FY18-19 INSURANCE PREMIUMS	WORKERS COMPENSATION				2,411.64
FY18-19 INSURANCE PREMIUMS	WORKERS COMPENSATION				63,189.36

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
FY18-19 INSURANCE PREMIUMS	WORKERS COMPENSATION				66,388.35
FY18-19 INSURANCE PREMIUMS	WORKERS COMPENSATION				380.35
FY18-19 INSURANCE PREMIUMS	WORKERS COMPENSATION				10,699.03
FY18-19 INSURANCE PREMIUMS	WORKERS COMPENSATION				1,664.45
FY18-19 INSURANCE PREMIUMS	FIRE INSURANCE				6,102.52
FY18-19 INSURANCE PREMIUMS	FIRE INSURANCE				3,486.57
FY18-19 INSURANCE PREMIUMS	FIRE INSURANCE				5,170.93
FY18-19 INSURANCE PREMIUMS	FIRE INSURANCE				19,379.46
FY18-19 INSURANCE PREMIUMS	FIRE INSURANCE				23,584.41
FY18-19 INSURANCE PREMIUMS	LIABILITY INSURANCE				22,894.80
FY18-19 INSURANCE PREMIUMS	LIABILITY INSURANCE				3,542.25
FY18-19 INSURANCE PREMIUMS	LIABILITY INSURANCE				8,478.59
FY18-19 INSURANCE PREMIUMS	LIABILITY INSURANCE				44,866.39
FY18-19 INSURANCE PREMIUMS	LIABILITY INSURANCE				3,576.23
FY18-19 INSURANCE PREMIUMS	LIABILITY INSURANCE				5,071.29
FY18-19 INSURANCE PREMIUMS	LIABILITY INSURANCE				3,011.37
FY18-19 INSURANCE PREMIUMS	VEHICLE INSURANCE				899.66
FY18-19 INSURANCE PREMIUMS	VEHICLE INSURANCE				1,222.95
FY18-19 INSURANCE PREMIUMS	VEHICLE INSURANCE				12,165.08
FY18-19 INSURANCE PREMIUMS	VEHICLE INSURANCE				15,599.81
FY18-19 INSURANCE PREMIUMS	VEHICLE INSURANCE				6,381.03
Fund 111 - GENERAL Total:					331,065.48
Fund: 212 - TRANSPORTATION					
FY18-19 INSURANCE PREMIUMS	WORKERS COMPENSATION				23,710.56
FY18-19 INSURANCE PREMIUMS	FIRE INSURANCE				12,554.28
FY18-19 INSURANCE PREMIUMS	LIABILITY INSURANCE				13,397.06
FY18-19 INSURANCE PREMIUMS	VEHICLE INSURANCE				19,075.67
Fund 212 - TRANSPORTATION Total:					68,737.57
Fund: 213 - CEMETERY					
FY18-19 INSURANCE PREMIUMS	WORKERS COMPENSATION				2,988.61
FY18-19 INSURANCE PREMIUMS	FIRE INSURANCE				1,257.74
FY18-19 INSURANCE PREMIUMS	LIABILITY INSURANCE				944.65
FY18-19 INSURANCE PREMIUMS	VEHICLE INSURANCE				240.77
Fund 213 - CEMETERY Total:					5,431.77
Fund: 224 - ECONOMIC DEVELOPMENT					
FY18-19 INSURANCE PREMIUMS	WORKERS COMPENSATION				79.21
Fund 224 - ECONOMIC DEVELOPMENT Total:					79.21
Fund: 621 - ENVIRONMENTAL SERVICES					
FY18-19 INSURANCE PREMIUMS	WORKERS COMPENSATION				26,848.37
FY18-19 INSURANCE PREMIUMS	FIRE INSURANCE				11,532.77
FY18-19 INSURANCE PREMIUMS	LIABILITY INSURANCE				10,144.15
FY18-19 INSURANCE PREMIUMS	VEHICLE INSURANCE				34,050.86
Fund 621 - ENVIRONMENTAL SERVICES Total:					82,576.15
Fund: 631 - WASTEWATER					
FY18-19 INSURANCE PREMIUMS	WORKERS COMPENSATION				5,761.41
FY18-19 INSURANCE PREMIUMS	FIRE INSURANCE				59,900.87
FY18-19 INSURANCE PREMIUMS	LIABILITY INSURANCE				11,750.34
FY18-19 INSURANCE PREMIUMS	VEHICLE INSURANCE				14,217.25
Fund 631 - WASTEWATER Total:					91,629.87
Fund: 641 - WATER					
FY18-19 INSURANCE PREMIUMS	WORKERS COMPENSATION				11,387.12
FY18-19 INSURANCE PREMIUMS	FIRE INSURANCE				30,266.47
FY18-19 INSURANCE PREMIUMS	LIABILITY INSURANCE				10,528.31
FY18-19 INSURANCE PREMIUMS	VEHICLE INSURANCE				6,443.92
Fund 641 - WATER Total:					58,625.82
Fund: 661 - STORMWATER					
FY18-19 INSURANCE PREMIUMS	VEHICLE INSURANCE				340.26
Fund 661 - STORMWATER Total:					340.26

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 721 - GIS SERVICES					
FY18-19 INSURANCE PREMIUMS	WORKERS COMPENSATION				46.55
Fund 721 - GIS SERVICES Total:					46.55
Fund: 725 - CENTRAL GARAGE					
FY18-19 INSURANCE PREMIUMS	WORKERS COMPENSATION				4,074.00
FY18-19 INSURANCE PREMIUMS	FIRE INSURANCE				592.51
Fund 725 - CENTRAL GARAGE Total:					4,666.51
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:					643,199.19
Vendor: 09849 - LUCKINBILL BENJAMIN					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				25.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				25.00
Fund 111 - GENERAL Total:					50.00
Vendor 09849 - LUCKINBILL BENJAMIN Total:					50.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 212 - TRANSPORTATION					
PROF. SERVICES - 42ND ST. (AVE.. STREET PROJECTS					26,053.60
Fund 212 - TRANSPORTATION Total:					26,053.60
Fund: 631 - WASTEWATER					
PROF. SERVICES - 42ND ST. (AVE.. ENGINEERING/DESIGN					4,312.32
Fund 631 - WASTEWATER Total:					4,312.32
Fund: 661 - STORMWATER					
PROF. SERVICES - 42ND ST. (AVE.. ENGINEERING/DESIGN					5,570.08
Fund 661 - STORMWATER Total:					5,570.08
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:					35,936.00
Vendor: 09760 - MACQUEEN EQUIPMENT INC					
Fund: 111 - GENERAL					
STANCHIONS FOR TOWER 1	VEHICLE MAINTENANCE				62.03
Fund 111 - GENERAL Total:					62.03
Vendor 09760 - MACQUEEN EQUIPMENT INC Total:					62.03
Vendor: 07838 - MAILFINANCE INC					
Fund: 111 - GENERAL					
MONTHLY LEASE	RENT-MACHINES				148.76
Fund 111 - GENERAL Total:					148.76
Vendor 07838 - MAILFINANCE INC Total:					148.76
Vendor: 03221 - MAIN STREET APPLIANCE					
Fund: 111 - GENERAL					
Dish washer parts	DEPARTMENT SUPPLIES				80.00
Fund 111 - GENERAL Total:					80.00
Vendor 03221 - MAIN STREET APPLIANCE Total:					80.00
Vendor: 09674 - MASSIE ROYCE					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				25.00
Fund 111 - GENERAL Total:					25.00
Vendor 09674 - MASSIE ROYCE Total:					25.00
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
BLDG MAINT-PD	BUILDING MAINTENANCE				41.94
BLDG MAINT-PD	BUILDING MAINTENANCE				41.94
BLACK PLASTI-DIP	EQUIPMENT MAINTENANCE				6.98
JANITORIAL SUPP PK	JANITORIAL SUPPLIES				40.41
quick snap	EQUIPMENT MAINTENANCE				3.98
TOOL BAGS FOR GRASS UNIT	EQUIPMENT				11.99

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
RANGE SUPPL-PD	FIREARMS RANGE SUPPLIES				10.72
				Fund 111 - GENERAL Total:	157.96
Fund: 212 - TRANSPORTATION					
SUPP - BULB	DEPARTMENT SUPPLIES				4.98
SUPP - SOCKET SETS, BLADES, CL...	DEPARTMENT SUPPLIES				136.27
SUPP - DISCS, CUTTER, CLEANER	DEPARTMENT SUPPLIES				48.40
				Fund 212 - TRANSPORTATION Total:	189.65
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				38.07
DEPT SUPP CEM	DEPARTMENT SUPPLIES				9.44
DEPT SUPP	DEPARTMENT SUPPLIES				25.86
				Fund 213 - CEMETERY Total:	73.37
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				39.98
				Fund 631 - WASTEWATER Total:	39.98
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				60.87
DEPT SUP	DEPARTMENT SUPPLIES				10.69
				Fund 641 - WATER Total:	71.56
				Vendor 07628 - MENARDS, INC Total:	532.52
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
Legal Publishing	LEGAL PUBLICATIONS				66.05
Legal Publishing	LEGAL PUBLICATIONS				688.11
Legal Publishing	LEGAL PUBLICATIONS				48.87
Legal Publishing	RECRUITMENT				356.57
				Fund 111 - GENERAL Total:	1,159.60
Fund: 212 - TRANSPORTATION					
Legal Publishing	LEGAL PUBLICATIONS				616.00
				Fund 212 - TRANSPORTATION Total:	616.00
Fund: 224 - ECONOMIC DEVELOPMENT					
Legal Publishing	PUBLICATIONS				33.98
				Fund 224 - ECONOMIC DEVELOPMENT Total:	33.98
				Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:	1,809.58
Vendor: 08967 - MONUMENT PREVENTION COALITION					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				939.94
				Fund 111 - GENERAL Total:	939.94
				Vendor 08967 - MONUMENT PREVENTION COALITION Total:	939.94
Vendor: 09075 - NATHAN JOHNSON					
Fund: 111 - GENERAL					
ICMA CONFERENCE EXPENSES	SCHOOL & CONFERENCE				267.88
				Fund 111 - GENERAL Total:	267.88
				Vendor 09075 - NATHAN JOHNSON Total:	267.88
Vendor: 00100 - NAT'L LEAGUE OF CITIES					
Fund: 111 - GENERAL					
MEMBERSHIP DUES FY18-19	MEMBERSHIPS				1,533.67
				Fund 111 - GENERAL Total:	1,533.67
				Vendor 00100 - NAT'L LEAGUE OF CITIES Total:	1,533.67
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,350.55
				Fund 713 - CASH & INVESTMENT POOL Total:	1,350.55
				Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:	1,350.55

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 111 - GENERAL					
TAXES	SALES TAX PAYABLE				1,788.53
Fund 111 - GENERAL Total:					1,788.53
Fund: 641 - WATER					
TAXES	SALES TAX PAYABLE				13,366.34
TAXES	SALES TAX PAYABLE				15,835.95
TAXES	DEPARTMENT SUPPLIES				37.42
Fund 641 - WATER Total:					29,239.71
Fund: 661 - STORMWATER					
TAXES	SALES TAX PAYABLE				491.86
Fund 661 - STORMWATER Total:					491.86
Vendor 00797 - NE DEPT OF REVENUE Total:					31,520.10
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 631 - WASTEWATER					
ELECTRICITY	ELECTRIC POWER				14,747.14
ELECTRICITY	ELECTRIC POWER				180.73
Fund 631 - WASTEWATER Total:					14,927.87
Fund: 641 - WATER					
ELECTRICITY	ELECTRIC POWER				12,005.76
ELECTRICITY	ELECTRIC POWER				4,850.64
Fund 641 - WATER Total:					16,856.40
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:					31,784.27
Vendor: 04198 - NEBRASKALAND TIRE, INC					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				574.20
Fund 725 - CENTRAL GARAGE Total:					574.20
Vendor 04198 - NEBRASKALAND TIRE, INC Total:					574.20
Vendor: 09509 - NEMNICH AUTOMOTIVE					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				79.50
Fund 725 - CENTRAL GARAGE Total:					79.50
Vendor 09509 - NEMNICH AUTOMOTIVE Total:					79.50
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GROUND MAINT PK	GROUNDS MAINTENANCE				10.23
GROUND MAINT PK	GROUNDS MAINTENANCE				10.23
GROUND MAINT	GROUNDS MAINTENANCE				17.03
GROUND MAINT	GROUNDS MAINTENANCE				24.18
Fund 111 - GENERAL Total:					61.67
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:					61.67
Vendor: 01807 - OREGON TRAIL COMMUNITY FOUNDATION, INC					
Fund: 223 - KENO					
2018 OLD WEST BALLON FEST	DEPARTMENT SUPPLIES				10,027.93
Fund 223 - KENO Total:					10,027.93
Vendor 01807 - OREGON TRAIL COMMUNITY FOUNDATION, INC Total:					10,027.93
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC					
Fund: 212 - TRANSPORTATION					
CHECK AIR CONDITIONING UNIT..BUILDING MAINTENANCE					95.00
Fund 212 - TRANSPORTATION Total:					95.00
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				232.50
Fund 631 - WASTEWATER Total:					232.50

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				232.50
				Fund 641 - WATER Total:	232.50
				Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:	560.00
Vendor: 09218 - PAGE MY CELL LLC					
Fund: 111 - GENERAL					
DISPATCH TO TEXT SUBSCRIPTI...	CONTRACTUAL SERVICES				600.00
				Fund 111 - GENERAL Total:	600.00
				Vendor 09218 - PAGE MY CELL LLC Total:	600.00
Vendor: 00815 - PANHANDLE AREA DEVELOPMENT DISTRICT					
Fund: 111 - GENERAL					
FY18-19 DUES	MEMBERSHIPS				11,656.60
				Fund 111 - GENERAL Total:	11,656.60
				Vendor 00815 - PANHANDLE AREA DEVELOPMENT DISTRICT Total:	11,656.60
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
FUEL	GASOLINE				103.00
				Fund 111 - GENERAL Total:	103.00
				Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:	103.00
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				90.50
				Fund 631 - WASTEWATER Total:	90.50
Fund: 641 - WATER					
SAMPLES	SAMPLES				80.00
SAMPLES	SAMPLES				80.00
SAMPLES	SAMPLES				80.00
				Fund 641 - WATER Total:	240.00
				Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:	330.50
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: 09936 - PANHANDLE PARTNERSHIP FOR HEALTH & HUMAN SERVICES					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				120.00
				Fund 111 - GENERAL Total:	120.00
				Vendor 09936 - PANHANDLE PARTNERSHIP FOR HEALTH & HUMAN SERVICES Total:	120.00
Vendor: 06416 - PANHANDLE RC&D					
Fund: 111 - GENERAL					
FY18-19 MEMBERSHIP	MEMBERSHIPS				300.00
				Fund 111 - GENERAL Total:	300.00
				Vendor 06416 - PANHANDLE RC&D Total:	300.00
Vendor: 09119 - PEACEFUL PRAIRIE NURSERY, INC					
Fund: 661 - STORMWATER					
DEPT SUP	DEPARTMENT SUPPLIES				444.48
				Fund 661 - STORMWATER Total:	444.48
				Vendor 09119 - PEACEFUL PRAIRIE NURSERY, INC Total:	444.48
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE				13,791.20

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
HEALTH SAVINGS ACCOUNT	HSA ER PAYABLE				1,243.75
Fund 713 - CASH & INVESTMENT POOL Total:					15,034.95
Vendor 01276 - PLATTE VALLEY BANK Total:					15,034.95
Vendor: 09765 - POLAR EXPRESS HVAC/R LLC					
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				546.04
Fund 641 - WATER Total:					546.04
Vendor 09765 - POLAR EXPRESS HVAC/R LLC Total:					546.04
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				110.99
Postage	POSTAGE				95.27
Fund 621 - ENVIRONMENTAL SERVICES Total:					206.26
Fund: 631 - WASTEWATER					
Postage	POSTAGE				110.99
Postage	POSTAGE				95.26
Fund 631 - WASTEWATER Total:					206.25
Fund: 641 - WATER					
Postage	POSTAGE				110.99
Postage	POSTAGE				95.26
Fund 641 - WATER Total:					206.25
Vendor 00272 - POSTMASTER Total:					618.76
Vendor: 00075 - PROTEX CENTRAL, INC.					
Fund: 111 - GENERAL					
FIRE ALARM SERVICE	BUILDING MAINTENANCE				268.00
Fund 111 - GENERAL Total:					268.00
Vendor 00075 - PROTEX CENTRAL, INC. Total:					268.00
Vendor: 04576 - REGANIS AUTO CENTER, INC					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				1,660.55
EQUIP MTNC	EQUIPMENT MAINTENANCE				24.82
EQUIP MTNC	EQUIPMENT MAINTENANCE				-400.00
Fund 725 - CENTRAL GARAGE Total:					1,285.37
Vendor 04576 - REGANIS AUTO CENTER, INC Total:					1,285.37
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
CLAIMS	CLAIMS EXPENSE				13,210.49
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				192.30
CLAIMS	CLAIMS EXPENSE				71,242.78
HEALTH INS. PREMIUM - OCTO...	PREMIUM EXPENSE				38,145.79
Fund 812 - HEALTH INSURANCE Total:					122,791.36
Vendor 04089 - REGIONAL CARE INC Total:					122,791.36
Vendor: 00364 - REGIONAL WEST MEDICAL CENTER					
Fund: 111 - GENERAL					
KING TUBE AIRWAY	DEPARTMENT SUPPLIES				42.82
Fund 111 - GENERAL Total:					42.82
Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:					42.82
Vendor: 00798 - REGISTER OF DEEDS					
Fund: 111 - GENERAL					
LEGAL CEM	LEGAL FEES				10.00
Fund 111 - GENERAL Total:					10.00
Fund: 213 - CEMETERY					
LEGAL CEM	LEGAL FEES				10.00
LEGAL CEM	LEGAL FEES				10.00
LEGAL CEM	LEGAL FEES				10.00

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
QUIT CLAIM	MISCELLANEOUS				10.00
QUIT CLAIM	MISCELLANEOUS				10.00
LEGAL CEM	LEGAL FEES				10.00
LEGAL CEM	LEGAL FEES				10.00
LEGAL CEM	LEGAL FEES				10.00
LEGAL CEM	LEGAL FEES				10.00
Fund 213 - CEMETERY Total:					90.00
Vendor 00798 - REGISTER OF DEEDS Total:					100.00
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					
ELECTRICITY	ELECTRIC POWER				1,645.89
Fund 641 - WATER Total:					1,645.89
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:					1,645.89
Vendor: 04311 - ROSE DREW, INC					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				356.40
Dep. sup.	DEPARTMENT SUPPLIES				182.28
Fund 111 - GENERAL Total:					538.68
Vendor 04311 - ROSE DREW, INC Total:					538.68
Vendor: 06685 - RUSSELL INDUSTRIES INC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				4,596.75
Fund 631 - WASTEWATER Total:					4,596.75
Vendor 06685 - RUSSELL INDUSTRIES INC Total:					4,596.75
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
EMPLOYEE DEDUCTION	SMEC EE PAYABLE				160.00
Fund 713 - CASH & INVESTMENT POOL Total:					160.00
Vendor 00026 - S M E C Total:					160.00
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQUIP MAINT PK	EQUIPMENT MAINTENANCE				51.84
Fund 111 - GENERAL Total:					51.84
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:					51.84
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				195.00
Fund 713 - CASH & INVESTMENT POOL Total:					195.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:					195.00
Vendor: 05408 - SCHOLASTIC INC.					
Fund: 223 - KENO					
Bks.	DEPARTMENT SUPPLIES				518.32
Fund 223 - KENO Total:					518.32
Vendor 05408 - SCHOLASTIC INC. Total:					518.32
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
LEGAL FEES-PD	LEGAL FEES				238.00
Fund 111 - GENERAL Total:					238.00
Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:					238.00

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08615 - SCOTTS BLUFF COUNTY					
Fund: 218 - PUBLIC SAFETY					
FY18-19 COMMUNICATIONS IN...	CONTRACTUAL SERVICES				82,418.00
Fund 218 - PUBLIC SAFETY Total:					82,418.00
Vendor 08615 - SCOTTS BLUFF COUNTY Total:					82,418.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				504.00
Fund 713 - CASH & INVESTMENT POOL Total:					504.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:					504.00
Vendor: 00684 - SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
LEGAL FEES-PD	LEGAL FEES				200.66
Fund 111 - GENERAL Total:					200.66
Vendor 00684 - SHERIFF'S OFFICE Total:					200.66
Vendor: 00786 - SHERWIN WILLIAMS					
Fund: 212 - TRANSPORTATION					
PAINT SUPP - PAINT BEADS	STREET REPAIR SUPPLIES				1,234.00
Fund 212 - TRANSPORTATION Total:					1,234.00
Vendor 00786 - SHERWIN WILLIAMS Total:					1,234.00
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				1,386.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				1,386.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				472.50
RECYCLED BASE GRAVEL	STREET REPAIR SUPPLIES				199.08
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				945.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				756.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				787.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				819.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				605.00
Fund 212 - TRANSPORTATION Total:					7,356.08
Vendor 01031 - SIMON CONTRACTORS Total:					7,356.08
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
Bldg. main.	BUILDING MAINTENANCE				152.10
Equip. main.	EQUIPMENT MAINTENANCE				1,830.00
Fund 111 - GENERAL Total:					1,982.10
Vendor 00513 - SNELL SERVICES INC. Total:					1,982.10
Vendor: 09809 - STANDS ALEX					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				25.00
Fund 111 - GENERAL Total:					25.00
Vendor 09809 - STANDS ALEX Total:					25.00
Vendor: 00054 - STATE HEALTH LAB					
Fund: 641 - WATER					
SAMPLES	SAMPLES				723.00
Fund 641 - WATER Total:					723.00
Vendor 00054 - STATE HEALTH LAB Total:					723.00
Vendor: 09542 - SUBWAY 6906					
Fund: 111 - GENERAL					
RECRUITMENT	RECRUITMENT				53.31
Fund 111 - GENERAL Total:					53.31
Vendor 09542 - SUBWAY 6906 Total:					53.31

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 05814 - SUPERIOR SIGNALS, INC					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				435.53
Fund 725 - CENTRAL GARAGE Total:					435.53
Vendor 05814 - SUPERIOR SIGNALS, INC Total:					435.53
Vendor: 01325 - THE PEAVEY CORP					
Fund: 111 - GENERAL					
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES				72.25
Fund 111 - GENERAL Total:					72.25
Vendor 01325 - THE PEAVEY CORP Total:					72.25
Vendor: 05087 - TRAFFIC PARTS, INC					
Fund: 212 - TRANSPORTATION					
TRAFFIC SIGNAL SUPP - PED H...	DEPARTMENT SUPPLIES				4,400.00
TRAFFIC SIGNAL SUPP - PUSHB...	DEPARTMENT SUPPLIES				220.80
Fund 212 - TRANSPORTATION Total:					4,620.80
Vendor 05087 - TRAFFIC PARTS, INC Total:					4,620.80
Vendor: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				1,220.42
EQUIP MTNC	EQUIPMENT MAINTENANCE				82.05
Fund 725 - CENTRAL GARAGE Total:					1,302.47
Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:					1,302.47
Vendor: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 111 - GENERAL					
UB ONLINE FEES - (10/1/18 - 10...	CONTRACTUAL SERVICES				87.00
Fund 111 - GENERAL Total:					87.00
Fund: 621 - ENVIRONMENTAL SERVICES					
UB ONLINE FEES - (10/1/18 - 10...	CONTRACTUAL SERVICES				87.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					87.00
Fund: 631 - WASTEWATER					
UB ONLINE FEES - (10/1/18 - 10...	CONTRACTUAL SERVICES				87.00
Fund 631 - WASTEWATER Total:					87.00
Fund: 641 - WATER					
UB ONLINE FEES - (10/1/18 - 10...	CONTRACTUAL SERVICES				87.00
Fund 641 - WATER Total:					87.00
Vendor 08821 - TYLER TECHNOLOGIES, INC Total:					348.00
Vendor: 09865 - UNION BANK & TRUST					
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT	REGULAR RETIRE EE PAY				7,576.62
RETIREMENT	REGULAR RETIRE EE PAY				7,791.54
RETIREMENT	DEFERRED COMP EE PAY				540.00
RETIREMENT	DEFERRED COMP EE PAY				2,232.24
RETIREMENT	RETIRE FIRE EE PAYABLE				4,378.11
RETIREMENT	RETIRE FIRE EE PAYABLE				2,354.07
RETIREMENT	RETIRE POLICE EE PAY				5,669.32
RETIREMENT	RETIRE POLICE EE PAY				6,107.84
Fund 713 - CASH & INVESTMENT POOL Total:					36,649.74
Vendor 09865 - UNION BANK & TRUST Total:					36,649.74
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
NEBRASKA FIRE AND ARSON C...	SCHOOL & CONFERENCE				250.00
Prgm.	PROGRAMMING				23.93
BATTERY FOR AED	EQUIPMENT MAINTENANCE				157.00
GASOLINE-PD	GASOLINE				23.80
UNIFORM PANTS FOR JUSTIN	UNIFORMS & CLOTHING				109.98

Expense Approval Report

Post Dates: 09/18/2018 - 10/01/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
GASOLINE-PD	GASOLINE				40.03
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				357.00
GASOLINE-PD	GASOLINE				45.00
CLIA CERTIFICATE FOR 3 YEAR R...	MEMBERSHIPS				150.00
BOLT FOR TOWER 1 TORQUE B...	VEHICLE MAINTENANCE				2.00
FUEL FOR TRAVEL TO ARSON C...	GASOLINE				40.65
FUEL FOR TRAVEL FROM ARSON...	GASOLINE				30.20
CONFERENCE EXPENSE - N.JOH...	SCHOOL & CONFERENCE				103.95
GASOLINE-PD	GASOLINE				35.39
HOTEL FOR ANTHONY ARSON ...	SCHOOL & CONFERENCE				302.52
REFUND OF TAX SUBURBAN EX...	SCHOOL & CONFERENCE				-46.52
FUEL FOR TRAVEL FROM ARSON...	GASOLINE				52.55
Fund 111 - GENERAL Total:					1,677.48
Fund: 212 - TRANSPORTATION					
MEMBERSHIP FEES FOR EMPLO...	MEMBERSHIPS				100.00
REGISTRATION FEE FOR WORK ...	SCHOOL & CONFERENCE				475.00
Fund 212 - TRANSPORTATION Total:					575.00
Fund: 215 - SPECIAL PROJECTS					
PHONE CHARGERS FOR MOBILE...	DEPARTMENT SUPPLIES				77.01
Fund 215 - SPECIAL PROJECTS Total:					77.01
Fund: 224 - ECONOMIC DEVELOPMENT					
FUEL	GASOLINE				33.44
SCHOOL & CONF	SCHOOL & CONFERENCE				39.85
SCHOOL & CONF	SCHOOL & CONFERENCE				36.19
SCHOOL & CONF	SCHOOL & CONFERENCE				115.00
SCHOOL & CONF	SCHOOL & CONFERENCE				103.90
Fund 224 - ECONOMIC DEVELOPMENT Total:					328.38
Vendor 08828 - US BANK Total:					2,657.87
Vendor: 00268 - WESTERN COOPRTATIVE COMPANY					
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				1,314.00
Fund 213 - CEMETERY Total:					1,314.00
Vendor 00268 - WESTERN COOPRTATIVE COMPANY Total:					1,314.00
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT					
Fund: 713 - CASH & INVESTMENT POOL					
CHILD SUPPORT	CHILD SUPPORT EE PAY				738.08
Fund 713 - CASH & INVESTMENT POOL Total:					738.08
Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:					738.08
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 212 - TRANSPORTATION					
FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES				48.84
Fund 212 - TRANSPORTATION Total:					48.84
Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:					48.84
Vendor: 06576 - ZAMARRIPA, TOM					
Fund: 621 - ENVIRONMENTAL SERVICES					
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING				99.98
Fund 621 - ENVIRONMENTAL SERVICES Total:					99.98
Vendor 06576 - ZAMARRIPA, TOM Total:					99.98
Grand Total:					1,695,326.90

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	464,671.68	1,788.53
212 - TRANSPORTATION	330,044.87	0.00
213 - CEMETERY	11,996.26	0.00
215 - SPECIAL PROJECTS	21,687.15	21,303.12
218 - PUBLIC SAFETY	82,418.00	0.00
223 - KENO	39,584.46	0.00
224 - ECONOMIC DEVELOPMENT	3,495.91	0.00
311 - DEBT SERVICE	99,231.63	99,231.63
621 - ENVIRONMENTAL SERVICES	87,967.94	206.26
631 - WASTEWATER	142,962.33	206.25
641 - WATER	114,859.33	29,445.96
661 - STORMWATER	41,219.47	491.86
713 - CASH & INVESTMENT POOL	115,005.88	115,005.88
721 - GIS SERVICES	48.46	0.00
725 - CENTRAL GARAGE	9,792.17	0.00
812 - HEALTH INSURANCE	130,341.36	84,645.57
Grand Total:	1,695,326.90	352,325.06

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	1,788.53	1,788.53
111-51261-111	WORKERS COMPENSATI...	898.96	0.00
111-51261-121	WORKERS COMPENSATI...	2,411.64	0.00
111-51261-141	WORKERS COMPENSATI...	63,189.36	0.00
111-51261-142	WORKERS COMPENSATI...	66,388.35	0.00
111-51261-151	WORKERS COMPENSATI...	380.35	0.00
111-51261-171	WORKERS COMPENSATI...	10,699.03	0.00
111-51261-172	WORKERS COMPENSATI...	1,664.45	0.00
111-52111-111	DEPARTMENT SUPPLIES	579.00	0.00
111-52111-115	DEPARTMENT SUPPLIES	13.65	0.00
111-52111-121	DEPARTMENT SUPPLIES	29.88	0.00
111-52111-141	DEPARTMENT SUPPLIES	645.58	0.00
111-52111-142	DEPARTMENT SUPPLIES	8.97	0.00
111-52111-151	DEPARTMENT SUPPLIES	1,306.11	0.00
111-52111-171	DEPARTMENT SUPPLIES	123.43	0.00
111-52111-172	DEPARTMENT SUPPLIES	149.10	0.00
111-52121-151	JANITORIAL SUPPLIES	101.05	0.00
111-52121-171	JANITORIAL SUPPLIES	522.78	0.00
111-52131-141	PROMOTIONAL SUPPLIES	44.07	0.00
111-52161-142	FIREARMS RANGE SUPPLI...	37.29	0.00
111-52163-142	INVESTIGATIVE EXPENSES	72.25	0.00
111-52181-141	UNIFORMS & CLOTHING	109.98	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	151.07	0.00
111-52222-151	BOOKS	2,074.39	0.00
111-52223-151	PROGRAMMING	384.63	0.00
111-52311-113	MEMBERSHIPS	1,533.67	0.00
111-52311-114	MEMBERSHIPS	11,956.60	0.00
111-52311-141	MEMBERSHIPS	150.00	0.00
111-52411-112	POSTAGE	21.43	0.00
111-52511-141	GASOLINE	123.40	0.00
111-52511-142	GASOLINE	144.22	0.00
111-52511-143	GASOLINE	103.00	0.00
111-53111-116	CONTRACTUAL SERVICES	218.25	0.00
111-53111-141	CONTRACTUAL SERVICES	600.00	0.00
111-53111-142	CONTRACTUAL SERVICES	6,114.53	0.00
111-53111-151	CONTRACTUAL SERVICES	242.00	0.00
111-53111-171	CONTRACTUAL SERVICES	1,000.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53111-172	CONTRACTUAL SERVICES	88,000.00	0.00
111-53161-112	LEGAL PUBLICATIONS	66.05	0.00
111-53161-115	LEGAL PUBLICATIONS	688.11	0.00
111-53161-121	LEGAL PUBLICATIONS	48.87	0.00
111-53211-121	LEGAL FEES	10.00	0.00
111-53211-142	LEGAL FEES	438.66	0.00
111-53421-141	BUILDING MAINTENANCE	309.94	0.00
111-53421-142	BUILDING MAINTENANCE	41.94	0.00
111-53421-151	BUILDING MAINTENANCE	152.10	0.00
111-53441-111	EQUIPMENT MAINTENAN...	12.00	0.00
111-53441-141	EQUIPMENT MAINTENAN...	167.96	0.00
111-53441-151	EQUIPMENT MAINTENAN...	2,255.00	0.00
111-53441-171	EQUIPMENT MAINTENAN...	51.84	0.00
111-53451-141	VEHICLE MAINTENANCE	64.03	0.00
111-53451-171	VEHICLE MAINTENANCE	1.51	0.00
111-53471-171	GROUNDS MAINTENANCE	5,376.45	0.00
111-53521-111	HEATING FUEL	37.24	0.00
111-53521-141	HEATING FUEL	48.73	0.00
111-53521-142	HEATING FUEL	81.80	0.00
111-53521-151	HEATING FUEL	79.02	0.00
111-53521-171	HEATING FUEL	139.99	0.00
111-53521-172	HEATING FUEL	126.02	0.00
111-53561-111	TELEPHONE	7.49	0.00
111-53561-112	TELEPHONE	4.34	0.00
111-53561-114	TELEPHONE	3.44	0.00
111-53561-115	TELEPHONE	0.67	0.00
111-53561-121	TELEPHONE	3.63	0.00
111-53561-141	TELEPHONE	8.43	0.00
111-53561-142	TELEPHONE	579.25	0.00
111-53561-143	TELEPHONE	2.65	0.00
111-53561-151	TELEPHONE	13.22	0.00
111-53561-171	TELEPHONE	3.10	0.00
111-53561-172	TELEPHONE	2.35	0.00
111-53571-141	CELLULAR PHONE	243.09	0.00
111-53631-111	RENT-MACHINES	148.76	0.00
111-53711-114	SCHOOL & CONFERENCE	371.83	0.00
111-53711-141	SCHOOL & CONFERENCE	636.00	0.00
111-53711-142	SCHOOL & CONFERENCE	627.00	0.00
111-53811-111	BONDING	875.00	0.00
111-53811-114	BONDING	875.00	0.00
111-53821-111	FIRE INSURANCE	6,102.52	0.00
111-53821-141	FIRE INSURANCE	3,486.57	0.00
111-53821-142	FIRE INSURANCE	5,170.93	0.00
111-53821-151	FIRE INSURANCE	19,379.46	0.00
111-53821-171	FIRE INSURANCE	23,584.41	0.00
111-53831-111	LIABILITY INSURANCE	22,894.80	0.00
111-53831-121	LIABILITY INSURANCE	3,542.25	0.00
111-53831-141	LIABILITY INSURANCE	8,478.59	0.00
111-53831-142	LIABILITY INSURANCE	44,866.39	0.00
111-53831-151	LIABILITY INSURANCE	3,576.23	0.00
111-53831-171	LIABILITY INSURANCE	5,071.29	0.00
111-53831-172	LIABILITY INSURANCE	3,011.37	0.00
111-53841-111	VEHICLE INSURANCE	899.66	0.00
111-53841-121	VEHICLE INSURANCE	1,222.95	0.00
111-53841-141	VEHICLE INSURANCE	12,165.08	0.00
111-53841-142	VEHICLE INSURANCE	15,599.81	0.00
111-53841-171	VEHICLE INSURANCE	6,381.03	0.00
111-53913-112	RECRUITMENT	642.84	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-54411-141	EQUIPMENT	11.99	0.00
212-51261-212	WORKERS COMPENSATI...	23,710.56	0.00
212-52111-212	DEPARTMENT SUPPLIES	6,941.00	0.00
212-52171-212	STREET REPAIR SUPPLIES	1,433.08	0.00
212-52311-212	MEMBERSHIPS	100.00	0.00
212-53161-212	LEGAL PUBLICATIONS	616.00	0.00
212-53421-212	BUILDING MAINTENANCE	95.00	0.00
212-53451-212	VEHICLE MAINTENANCE	3,021.11	0.00
212-53491-212	STREET MAINTENANCE	7,157.00	0.00
212-53521-212	HEATING FUEL	234.60	0.00
212-53561-212	TELEPHONE	6.38	0.00
212-53711-212	SCHOOL & CONFERENCE	475.00	0.00
212-53821-212	FIRE INSURANCE	12,554.28	0.00
212-53831-212	LIABILITY INSURANCE	13,397.06	0.00
212-53841-212	VEHICLE INSURANCE	19,075.67	0.00
212-54322-212	STREET PROJECTS	241,228.13	0.00
213-51261-213	WORKERS COMPENSATI...	2,988.61	0.00
213-52111-213	DEPARTMENT SUPPLIES	6,403.36	0.00
213-52999-213	MISCELLANEOUS	20.00	0.00
213-53211-213	LEGAL FEES	70.00	0.00
213-53441-213	EQUIPMENT MAINTENAN...	68.74	0.00
213-53561-213	TELEPHONE	2.39	0.00
213-53821-213	FIRE INSURANCE	1,257.74	0.00
213-53831-213	LIABILITY INSURANCE	944.65	0.00
213-53841-213	VEHICLE INSURANCE	240.77	0.00
215-52111-143	DEPARTMENT SUPPLIES	77.01	0.00
215-54411-141	EQUIPMENT	307.02	0.00
215-54411-142	EQUIPMENT	21,303.12	21,303.12
218-53111-142	CONTRACTUAL SERVICES	82,418.00	0.00
223-52111-113	DEPARTMENT SUPPLIES	10,584.46	0.00
223-54411-113	EQUIPMENT	29,000.00	0.00
224-51261-113	WORKERS COMPENSATI...	79.21	0.00
224-52211-114	PUBLICATIONS	33.98	0.00
224-52511-113	GASOLINE	33.44	0.00
224-53561-113	TELEPHONE	3.42	0.00
224-53711-113	SCHOOL & CONFERENCE	294.94	0.00
224-59111-114	ECONOMIC DEVELOPME...	3,050.92	0.00
311-57111-111	DEBT SERVICE	67,864.89	67,864.89
311-57115-111	DEBT SERVICE-INTEREST	31,366.74	31,366.74
621-51261-621	WORKERS COMPENSATI...	26,848.37	0.00
621-52111-621	DEPARTMENT SUPPLIES	870.06	0.00
621-52181-621	UNIFORMS & CLOTHING	339.72	0.00
621-52411-621	POSTAGE	206.26	206.26
621-53111-621	CONTRACTUAL SERVICES	106.99	0.00
621-53193-621	DISPOSAL FEES	1,600.00	0.00
621-53441-621	EQUIPMENT MAINTENAN...	78.90	0.00
621-53451-621	VEHICLE MAINTENANCE	2,146.02	0.00
621-53521-621	HEATING FUEL	38.28	0.00
621-53561-621	TELEPHONE	5.56	0.00
621-53821-621	FIRE INSURANCE	11,532.77	0.00
621-53831-621	LIABILITY INSURANCE	10,144.15	0.00
621-53841-621	VEHICLE INSURANCE	34,050.86	0.00
631-51261-631	WORKERS COMPENSATI...	5,761.41	0.00
631-52111-631	DEPARTMENT SUPPLIES	466.77	0.00
631-52411-631	POSTAGE	206.25	206.25
631-53111-631	CONTRACTUAL SERVICES	448.56	0.00
631-53441-631	EQUIPMENT MAINTENAN...	4,796.65	0.00
631-53451-631	VEHICLE MAINTENANCE	99.95	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
631-53531-631	ELECTRIC POWER	14,927.87	0.00
631-53561-631	TELEPHONE	3.59	0.00
631-53711-631	SCHOOL & CONFERENCE	100.00	0.00
631-53821-631	FIRE INSURANCE	59,900.87	0.00
631-53831-631	LIABILITY INSURANCE	11,750.34	0.00
631-53841-631	VEHICLE INSURANCE	14,217.25	0.00
631-54212-631	ENGINEERING/DESIGN	4,312.32	0.00
631-54311-631	STRUCTURES	25,970.50	0.00
641-21311	SALES TAX PAYABLE	29,202.29	29,202.29
641-51261-641	WORKERS COMPENSATI...	11,387.12	0.00
641-52111-641	DEPARTMENT SUPPLIES	108.98	37.42
641-52117-641	SAMPLES	1,098.00	0.00
641-52411-641	POSTAGE	1,108.98	206.25
641-52611-641	CHEMICALS	5,067.81	0.00
641-53111-641	CONTRACTUAL SERVICES	358.06	0.00
641-53441-641	EQUIPMENT MAINTENAN...	546.04	0.00
641-53521-641	HEATING FUEL	137.50	0.00
641-53531-641	ELECTRIC POWER	18,502.29	0.00
641-53561-641	TELEPHONE	3.56	0.00
641-53711-641	SCHOOL & CONFERENCE	100.00	0.00
641-53821-641	FIRE INSURANCE	30,266.47	0.00
641-53831-641	LIABILITY INSURANCE	10,528.31	0.00
641-53841-641	VEHICLE INSURANCE	6,443.92	0.00
661-21311	SALES TAX PAYABLE	491.86	491.86
661-52111-661	DEPARTMENT SUPPLIES	444.48	0.00
661-53111-661	CONTRACTUAL SERVICES	5,828.94	0.00
661-53561-661	TELEPHONE	2.05	0.00
661-53841-661	VEHICLE INSURANCE	340.26	0.00
661-54212-661	ENGINEERING/DESIGN	5,570.08	0.00
661-54311-661	STRUCTURES	28,541.80	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,712.82	7,712.82
713-21513	FICA W/H EE PAYABLE	28,615.88	28,615.88
713-21514	FED W/H EE PAYABLE	23,778.10	23,778.10
713-21517	POL UNION DUES EE PAY	504.00	504.00
713-21518	FIRE UNION DUES EE PAY	195.00	195.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	160.00	160.00
713-21527	WAGE ATTACHMENT EE ...	218.06	218.06
713-21528	REGULAR RETIRE EE PAY	15,368.16	15,368.16
713-21529	DEFERRED COMP EE PAY	2,772.24	2,772.24
713-21531	RETIRE FIRE EE PAYABLE	6,732.18	6,732.18
713-21533	RETIRE POLICE EE PAY	11,777.16	11,777.16
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	2,088.63	2,088.63
713-21541	HSA EE PAYABLE	13,791.20	13,791.20
713-21741	HSA ER PAYABLE	1,243.75	1,243.75
721-51261-721	WORKERS COMPENSATI...	46.55	0.00
721-53561-721	TELEPHONE	1.91	0.00
725-51261-725	WORKERS COMPENSATI...	4,074.00	0.00
725-52111-725	DEPARTMENT SUPPLIES	77.78	0.00
725-52181-725	UNIFORMS & CLOTHING	17.92	0.00
725-53441-725	EQUIPMENT MAINTENAN...	4,994.74	0.00
725-53521-725	HEATING FUEL	33.07	0.00
725-53561-725	TELEPHONE	2.15	0.00
725-53821-725	FIRE INSURANCE	592.51	0.00
812-53111-112	CONTRACTUAL SERVICES	7,550.00	0.00
812-53861-112	PREMIUM EXPENSE	38,145.79	0.00
812-53862-112	CLAIMS EXPENSE	84,453.27	84,453.27

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
812-53863-112	FLEXIBLE BENFT EXPENSES	192.30	192.30
	Grand Total:	1,695,326.90	352,325.06

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,579,864.28	331,021.94
2122954411	21,303.12	21,303.12
2123054411	307.02	0.00
2124452111	77.01	0.00
2147853111	87,500.00	0.00
6002052111	444.48	0.00
6002053111	5,828.94	0.00
6002053561	2.05	0.00
	Grand Total:	352,325.06

UTILITY REFUNDS 10-1-18

Account #	Status	Contact	Service Address	Refund Amount
035-2903-0	Inactive	ALVARO VILLANUEVA	1202 AVE D SCOTTSBLUFF NE 69361	41.32
010-2235-0	Inactive	MARIA JENKINS	3006 AVE G SCOTTSBLUFF NE 69361	3.13
Total				
2				\$44.45

City of Scottsbluff, Nebraska

Monday, October 1, 2018

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, There are over 1,900 manufacturing companies in Nebraska, creating wealth for the more than 97,000 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, Nationally manufacturing compensation is nearly 34.21% higher than for all other workers in the state; 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, The manufacturing sector plays a vital role in Nebraska's state and local economies by promoting value-added innovation and prosperity for all our citizens; and

WHEREAS, Total output from Nebraska's manufacturing sector has reached nearly \$13.2 billion in 2017; and

WHEREAS, Nebraska manufacturing exports have raised an average of 5.9% annually between 2006 and 2017, to \$5.397 billion, with \$2.724 billion of those exports going to our nation's free-trade agreement partners.

NOW, THEREFORE, the City of Scottsbluff, Nebraska does hereby proclaim the month of October 2018 as Manufacturing Month in Scottsbluff, Nebraska.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of October, in the year two thousand and eighteen and I encourage all Nebraskans to show their support for our manufacturers by purchasing products made in Nebraska.

Randy Meininger, Mayor

City of Scottsbluff, Nebraska

Monday, October 1, 2018

Regular Meeting

Item Resolut.1

Council to consider an Ordinance charging fees for inbound and outbound materials at the compost facility. (third reading)

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF DEALING WITH DISPOSAL OF TREES, BRUSH AND YARD WASTE AT CITY DISPOSAL SITES, AMENDING THE SCOTTSBLUFF MUNICIPAL CODE SECTION 6-6-26, EXEMPTING YARD WASTE AND TREE DISPOSAL FROM A CITIZEN'S RESIDENCE, SETTING FORTH RATES AND CHARGES FOR ACCEPTING COMMERCIAL AND NON-RESIDENTIAL YARD WASTE AND TREE DISPOSAL, REPEALING THE FORMER SECTION, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 6-6-26 of the Scottsbluff Municipal Code is amended to provide as follows:

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

Every person who shall dispose of trees, brush or yard waste at any disposal site of the City shall, effective November 1, 2018, pay the following fee:

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

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

Mulch
Outbound. \$25 per ton

Compost
Outbound. \$18 per ton

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

Section 2. Prior Section 6-6-26 of the Scottsbluff Municipal Code is hereby repealed. Section 6-6-26 is hereby amended, provided this Ordinance shall not be construed to effect any causes of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

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

PASSED and APPROVED on _____, 2018.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, October 1, 2018

Regular Meeting

Item Reports1

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 execute the agreements.

Staff Contact: Nathan Johnson, City Manager

Agenda Statement

Meeting Date: October 1, 2018

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. Previous Agreements with Telecom West renewed annually, but they would like to renew both for a two year term.

Legal has reviewed the Agreements and minor changes have been made.

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 for a 2 year term and authorize the Mayor to execute them.

Resolution <input type="checkbox"/>	Ordinance <input type="checkbox"/>	EXHIBITS Contract <input checked="" type="checkbox"/>	Minutes <input type="checkbox"/>	Plan/Map <input type="checkbox"/>
-------------------------------------	------------------------------------	---	----------------------------------	-----------------------------------

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, 2018, by and between the City of Scottsbluff, a Nebraska Municipal Corporation, hereinafter referred to as "LESSOR." and Telecom West Inc., a Nebraska Corporation hereinafter referred to as "LESSEE."

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

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

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

LEASE AGREEMENT

1. Definitions.

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

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

LESSOR: City of Scottsbluff, Nebraska

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

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

3. Lease Term.

a. Initial Term. The initial LEASE term ("The Initial Term") shall commence on 09/30/2018 ("The Commencement Date"). This Initial Term shall terminate and end at 12:00 midnight, local time on 09/30/2020, provided the LEASE has not otherwise been terminated as provided herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Interference.

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

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

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

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

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

17. Indemnity and Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Miscellaneous.

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

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

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

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

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

LESSOR:

City of Scottsbluff

By: _____

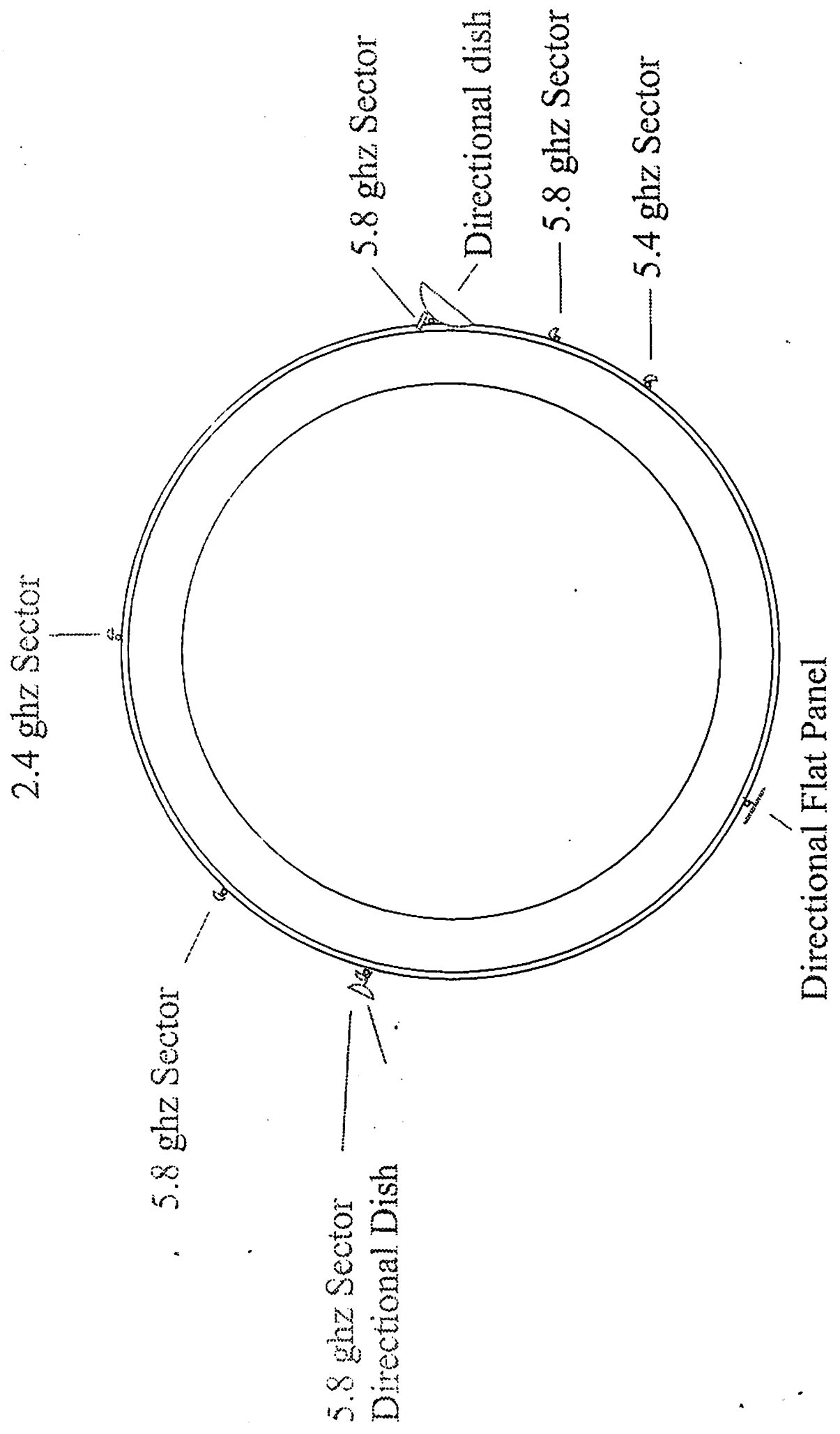
LESSEE:

Telecom West Inc.

By: Derald Seistritz
09-10-18

Scottsbluff Airport Water Tower

North



LEASE AGREEMENT

THIS LEASE entered into as of this 30th day of September, 2018, by and between the City of Scottsbluff, a Nebraska Municipal Corporation, hereinafter referred to as "LESSOR." and Telecom West Inc., a Nebraska Corporation hereinafter referred to as "LESSEE."

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

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

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

LEASE AGREEMENT

1. Definitions.

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

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

LESSOR: City of Scottsbluff, Nebraska

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

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

3. Lease Term.

a. Initial Term. The initial LEASE term ("The Initial Term") shall commence on 09/30/2018 ("The Commencement Date"). This Initial Term shall terminate and end at 12:00 midnight, local time on 09/30/2020, provided the LEASE has not otherwise been terminated as provided herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Interference.

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

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

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

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

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

17. Indemnity and Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Miscellaneous.

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

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

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

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

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

LESSOR:

City of Scottsbluff

By: _____

LESSEE:

Telecom West Inc.

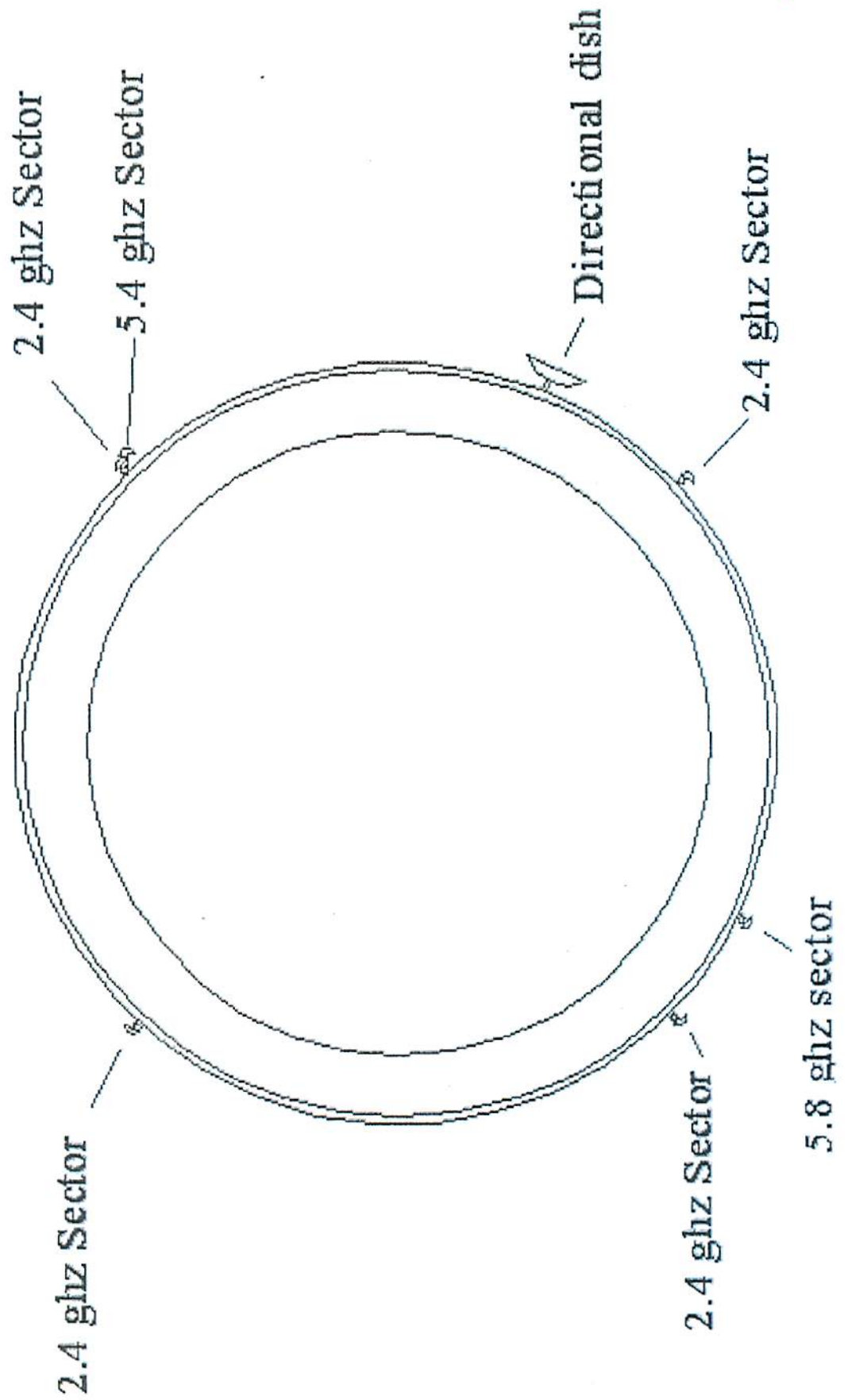
By: _____

[Handwritten Signature]
09-10-18

Scottsbluff Cemetary Water Tower

North

EXHIBIT A



City of Scottsbluff, Nebraska

Monday, October 1, 2018

Regular Meeting

Item Reports2

Council to approve the request from Jason and Sami Webb to modify their LB840 Agreement.

Staff Contact: Starr Lehl, Economic Development Director

**AMENDMENT TO
ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT**

This “Amendment” to the Economic Development Assistance Agreement is made on October __, 2018, between the City of Scottsbluff, Nebraska (the “City”) and Webb Orthodontics, LLP (the “Applicant”).

Recitals:

- a. On December 30, 2016, the City and the Applicant entered into an Economic Development Assistance Agreement (the “EDA Agreement”). Except as otherwise defined in this Amendment, all capitalized terms shall have the same meaning as provided for in the EDA Agreement.
- b. The Applicant has requested a modification of the EDA Agreement due to the fact that the Applicant considers full-time employment at 32 hours per week.
- c. The parties agree to amend the EDA Agreement as provided for in this Amendment.

Amendment:

- 1. Paragraph 5.c. of the EDA Agreement is amended in total to read as follows:
 - c. “Full Time Equivalent” Employees (the “FTE’s”) shall be the number arrived at by dividing the total hours paid by the Applicant to their Eligible Full Time Employees during a Year divided by 1664 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one Eligible Full Time Employee shall not exceed 32 hours per week. Salaried employees shall be presumed to have been paid on the basis of 32 hours per week.
- 2. This amendment shall be effective for the determination of FTE’s as of the first Year beginning July 1, 2017.
- 3. Except as modified by this Amendment, all other terms of the EDA Agreement shall continue in effect.

City of Scottsbluff, Nebraska

Webb Orthodontics, LLP
By: Sami Webb DDS, PC, Partner

By: _____
Economic Development
Program Administrator

By: _____
Sami Webb President

CONSENT OF GUARANTOR

The undersigned, as Guarantor of the Promissory Note provided for in the EDA Agreement, consent to the above amendment.

Dated: October __, 2018.

Sami Webb

City of Scottsbluff, Nebraska

Monday, October 1, 2018

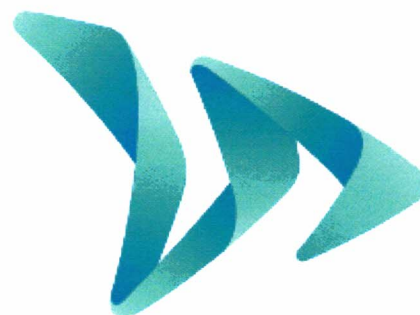
Regular Meeting

Item Reports3

**Council to receive a report on the electronic speed signs in
Downtown Scottsbluff and discuss expansion of the program.**

Staff Contact: Kevin Spencer, Police Chief

ÉlanCité



DÉTECTER • INFORMER • SÉCURISER

Start date: Wednesday, August 1, 2018 12:00 AM **End date:** Saturday, September 1, 2018 1:28 PM

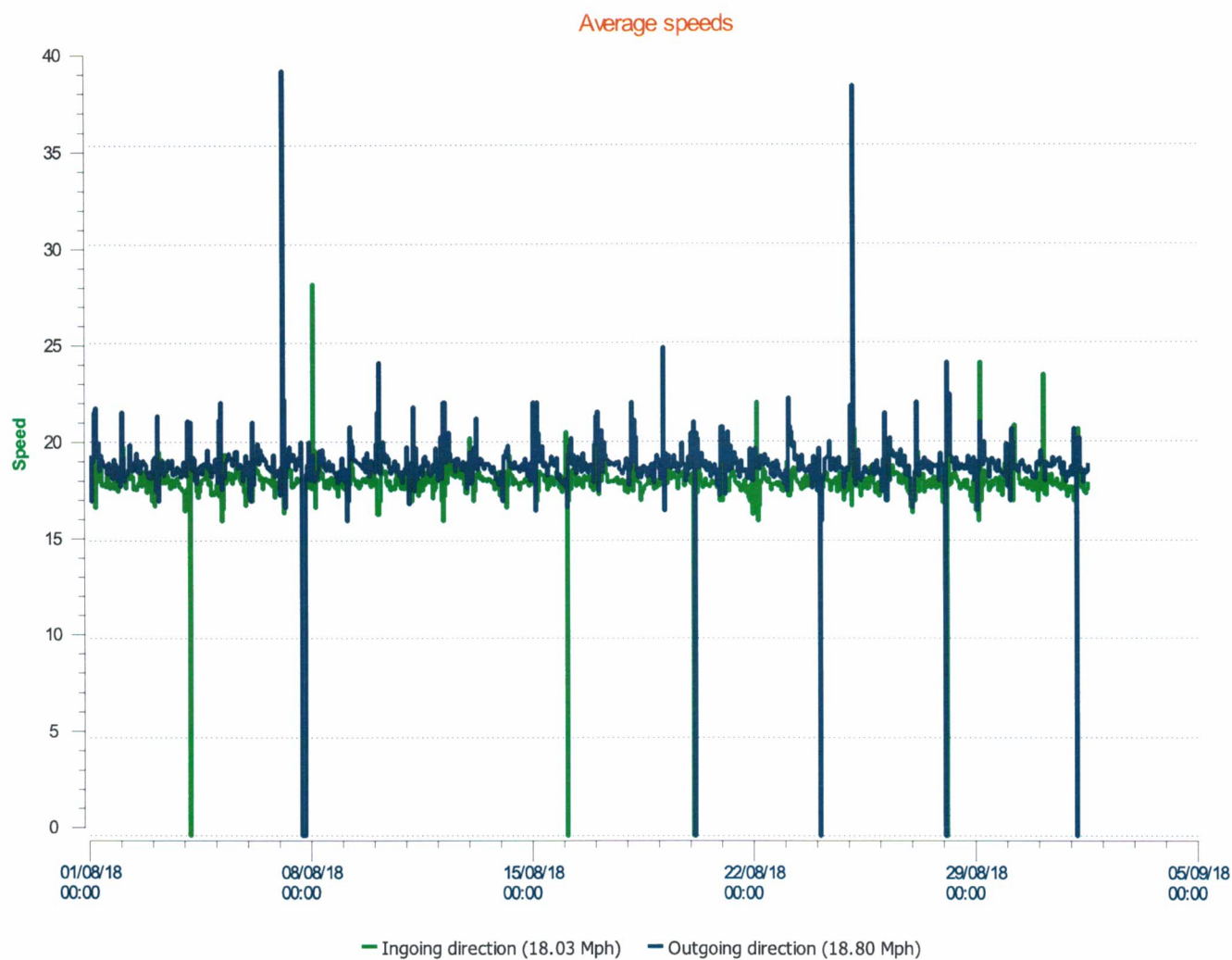
Location:

Comments:

Reference : northbound 1700blk averages.pdf

ElanCité
12 route de la Garenne
44700 Orvault - France

contact@elancite.fr



Start date: Wednesday, August 1, 2018 12:00 AM

End date: Saturday, September 1, 2018 1:28 PM

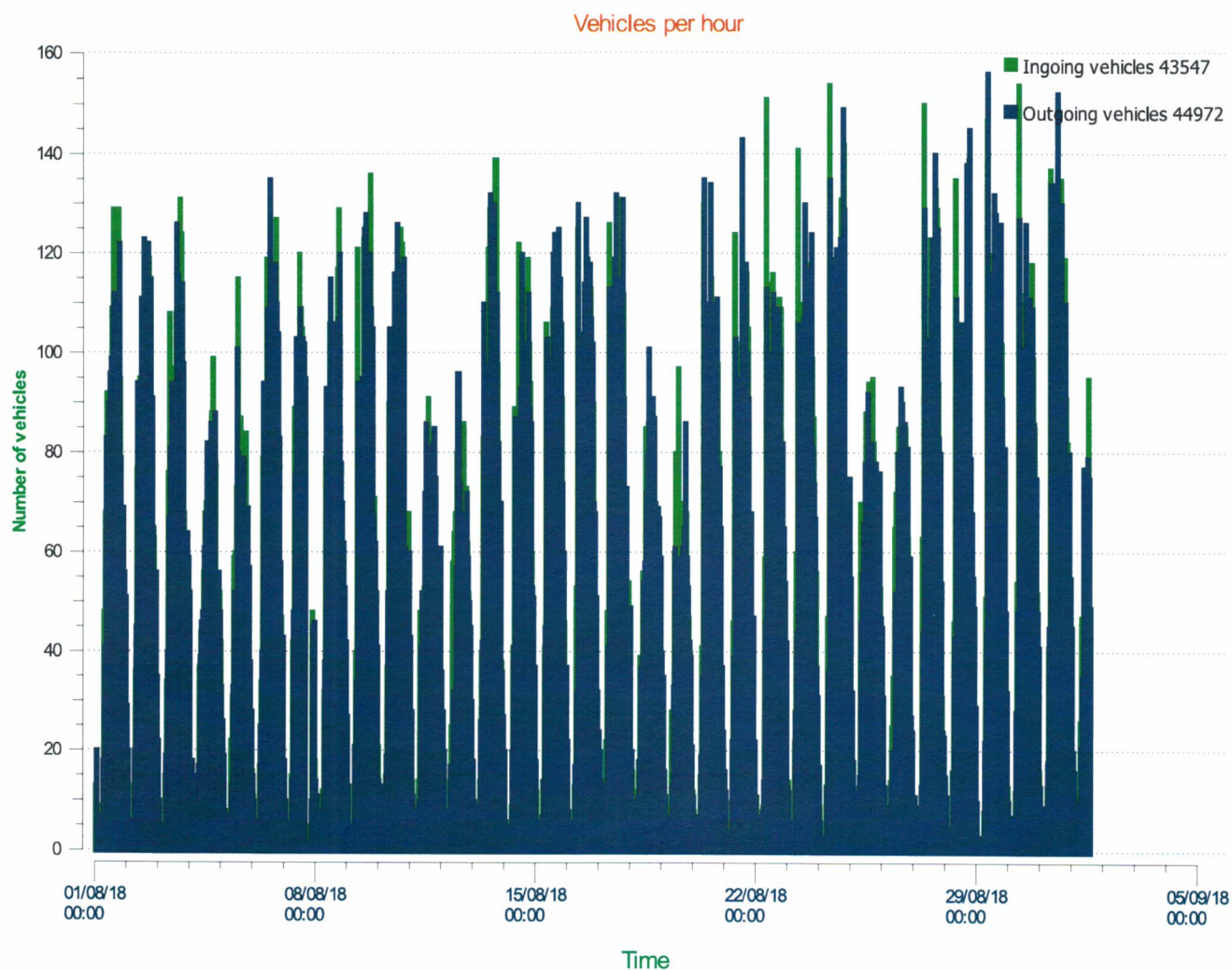
Location:

Comments:

Reference : northbound 1700blk averages.pdf

ElanCité
12 route de la Garenne
44700 Orvault - France

contact@elancite.fr



Start date: Wednesday, August 1, 2018 12:00 AM **End date:** Saturday, September 1, 2018 1:28 PM

Location:

Comments:

Reference : northbound 1700blk averages.pdf

ElanCité
12 route de la Garenne
44700 Orvault - France

contact@elancite.fr

Ingoing vehicles



■	<= 30 Mph :	43510 - (99.92 %)
■	31 - 40 Mph :	33 - (0.08 %)

Start date: Wednesday, August 1, 2018 12:00 AM **End date:** Saturday, September 1, 2018 1:28 PM

Location:

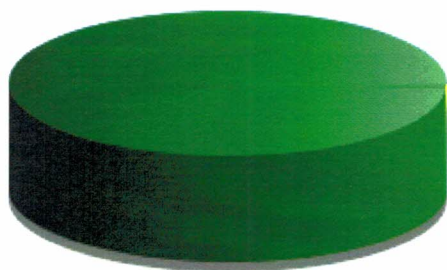
Comments:

Reference : northbound 1700blk averages.pdf

ElanCité
12 route de la Garenne
44700 Orvault - France

contact@elancite.fr

Outgoing vehicles



<div></div>	<= 30 Mph : 44609 - (99.19 %)
<div></div>	31 - 40 Mph : 293 - (0.65 %)
<div></div>	41 - 50 Mph : 66 - (0.15 %)

Start date: Wednesday, August 1, 2018 12:00 AM **End date:** Saturday, September 1, 2018 1:28 PM

Location:

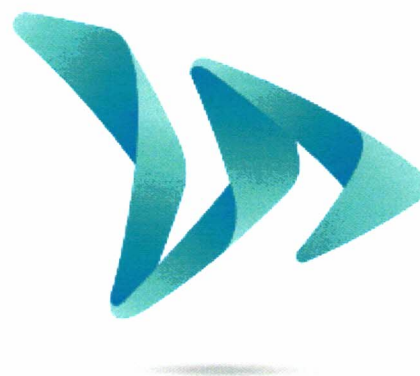
Comments:

Reference : northbound 1700blk averages.pdf

ElanCité
12 route de la Garenne
44700 Orvault - France

contact@elancite.fr

ÉlanCité



DÉTECTER • INFORMER • SÉCURISER

Start date: Wednesday, August 1, 2018 12:00 AM **End date:** Saturday, September 1, 2018 1:58 PM

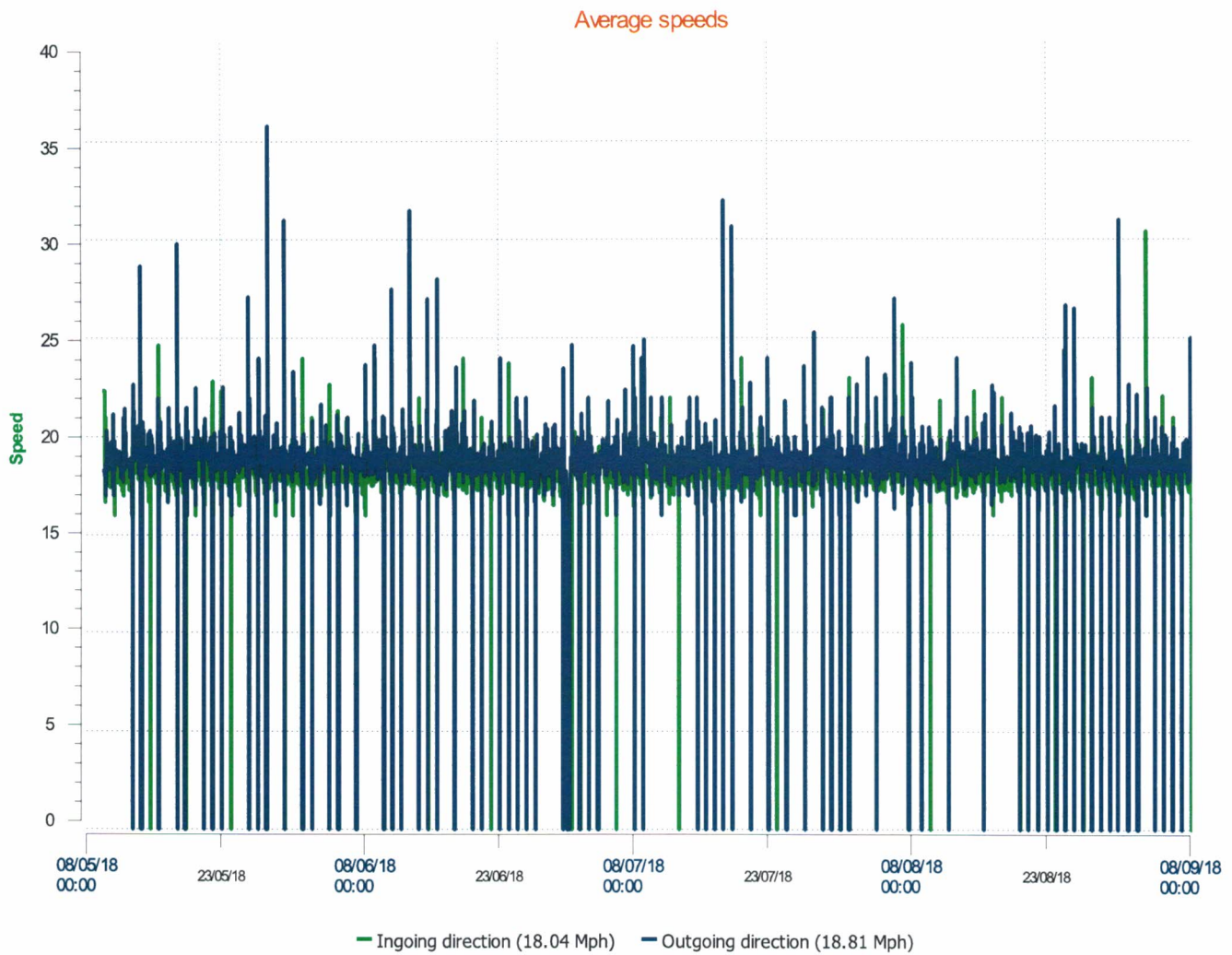
Location:

Comments:

Reference : southbound sign 1700blk broadway.pdf

ElanCité
12 route de la Garenne
44700 Orvault - France

contact@elancite.fr



Start date: Wednesday, August 1, 2018 12:00 AM **End date:** Saturday, September 1, 2018 1:58 PM

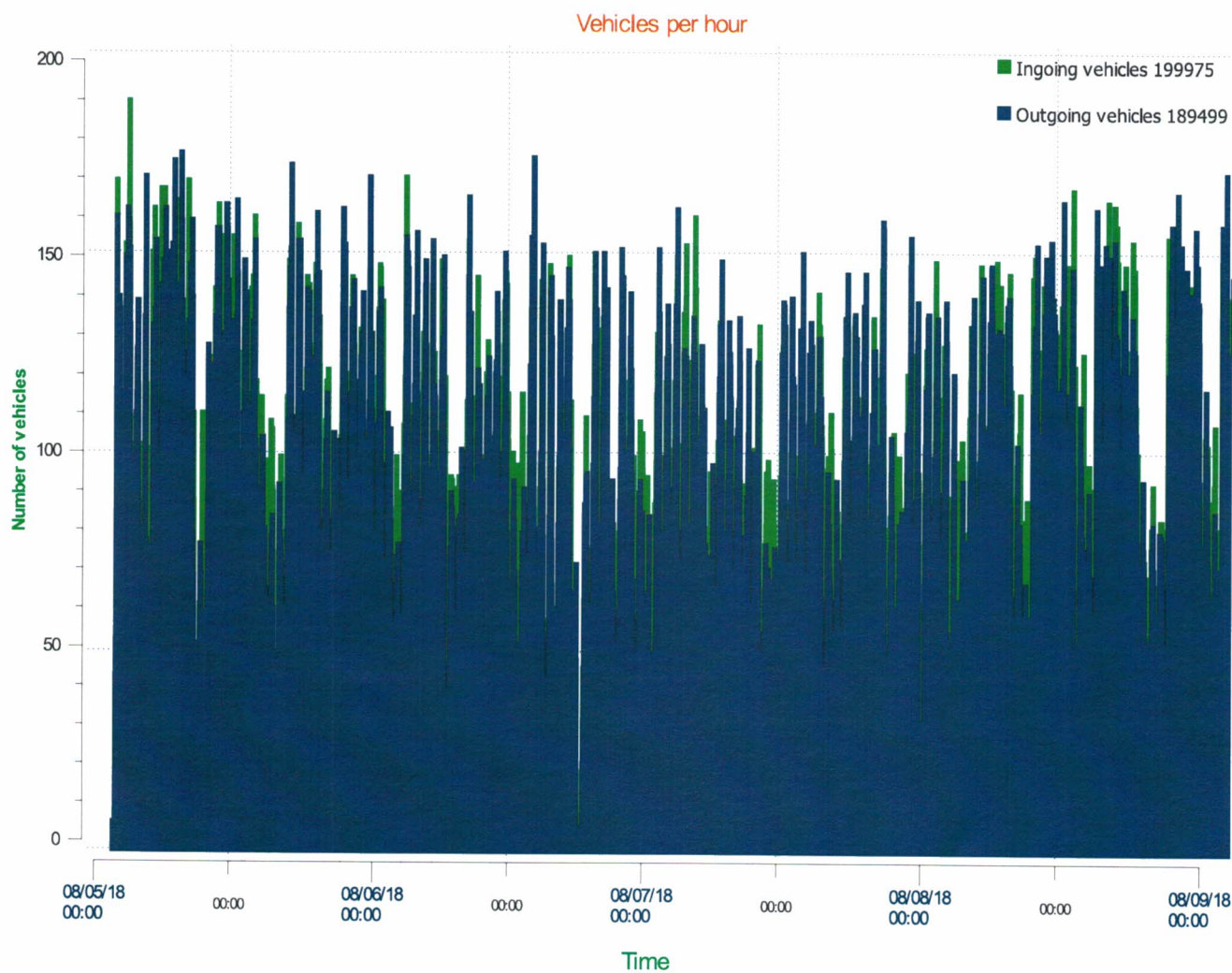
Location:

Comments:

Reference : southbound sign 1700blk broadway.pdf

ElanCité
12 route de la Garenne
44700 Orvault - France

contact@elancite.fr



Start date: Wednesday, August 1, 2018 12:00 AM **End date:** Saturday, September 1, 2018 1:58 PM

Location:

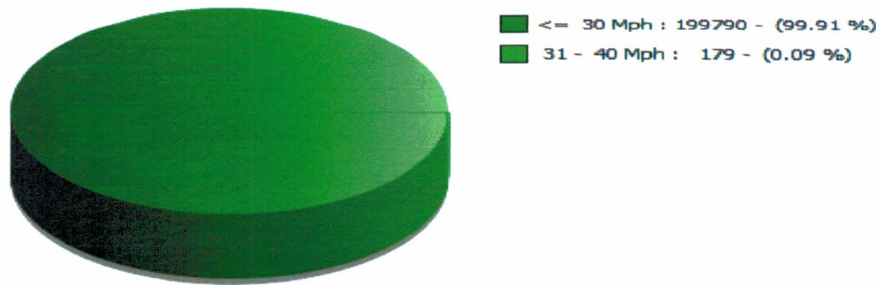
Comments:

Reference : southbound sign 1700blk broadway.pdf

ElanCité
12 route de la Garenne
44700 Orvault - France

contact@elancite.fr

Ingoing vehicles



Start date: Wednesday, August 1, 2018 12:00 AM **End date:** Saturday, September 1, 2018 1:58 PM

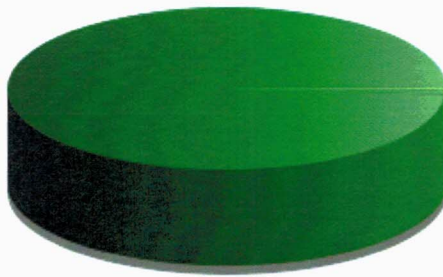
Location:

Comments:

Reference : southbound sign 1700blk roadway.pdf
ElanCité
12 route de la Garenne
44700 Orvault - France

contact@elancite.fr

Outgoing vehicles



■	<= 30 Mph : 187393 - (98.89 %)
■	31 - 40 Mph : 1671 - (0.88 %)
■	41 - 50 Mph : 413 - (0.22 %)

Start date: Wednesday, August 1, 2018 12:00 AM **End date:** Saturday, September 1, 2018 1:58 PM

Location:

Comments:

Reference : southbound sign 1700blk broadway.pdf

ElanCité
12 route de la Garenne
44700 Orvault - France

contact@elancite.fr

City of Scottsbluff, Nebraska

Monday, October 1, 2018

Regular Meeting

Item Reports4

Council to consider the Nebraska Platte Alliance Water Supply Interlocal Agreement and authorize the Mayor to sign the agreement.

Staff Contact: Nathan Johnson, City Manager

NEBRASKA PLATTE ALLIANCE WATER SUPPLY INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is made by and between those public agencies forming or joining the Agreement, as set forth below, pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.*

Table of Contents

A. Recitals _____	1
B. Purpose _____	1
C. Members _____	2
D. Duration _____	3
E. Separate Entity _____	3
F. Governance _____	3
G. Meetings _____	5
H. Assets and Operation _____	6
I. Funding and Liabilities _____	6
J. Dissolution and Withdrawal _____	7
K. Miscellaneous _____	7
Signature Page _____	9
Schedule A _____	10

A. Recitals

1. This Agreement is formed by the “Members” set forth in Schedule A to the Agreement, under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.* The Members are Nebraska municipalities, each with existing sources of potable water and municipal water distribution systems at the time of this Agreement.

2. The Members enter into this Agreement for the Purposes set forth below. The Members are experiencing or anticipate deteriorating water quality in their sources of potable water, and desire to form this Agreement under the terms and conditions below.

B. Purpose

1. The Members are Nebraska municipalities or Nebraska governmental subdivisions. Each has or had a source of potable water for the residents served by the Member and a water distribution system with which to deliver potable water to the residents. Historically, the sources of the Members’ potable water have been ground water through the ownership and use of groundwater wells within or near each Member’s corporate limits or service area (the “Groundwater Wells”). The Members have experienced and anticipate experiencing poor water quality of the potable water pumped from the Groundwater Wells, due primarily to the presence of arsenic, uranium, and nitrates above the federally and state regulated limits.

2. Several Members have constructed or considered construction of a drinking water treatment facility to treat and remove (or lower) the levels of arsenic, uranium, nitrates, and other regulated contaminants before delivery of drinking water to residents. In many cases, the construction and operation of a water treatment facility has been cost-prohibitive, and when constructed the cost of construction and operation has been burdensome and highly inefficient for the Member. Several Members have installed new Groundwater Wells, in lieu of constructing and operating a water treatment facility, but have likewise experienced poor water quality in new Groundwater Wells. All Members have closely monitored their Groundwater Wells, and many have mixed potable water from separate Groundwater Well sources when needed to maintain adequate supply without significant treatment.

3. Wherefore, the Members desire to enter into this Agreement for the purpose of securing and planning for the management of a potable water source from the surface water, stream flow, and storage reservoirs of the North Platte river. Water from the North Platte river shall be stored and treated at one common source, and then distributed to the Members of this Agreement for their municipal water supply.

C. Members

1. The municipalities and governmental entities listed on Schedule A of this Agreement shall be considered the “Members” of this Agreement. Each Member shall appoint one representative, and one alternative representative, to serve on the “Initial Committee” (as defined below). The alternate representative may represent the Member at the Initial Committee if the representative is unable or unavailable to do so.

2. Following the formation of this Agreement, the Members may include one or more future Nebraska municipalities or governmental entities as additional members of this Agreement, as may be desired by such future member and the Members.

i. Acceptance of additional members shall occur by a majority vote of the representatives present at a regular or special meeting of the “Initial Committee” (as defined below), and by duly authorized resolution or action of an additional member’s governing bodies adopting this Agreement.

ii. After the inclusion of additional members to this Agreement, the included Members shall share in the same rights, powers, obligations, and authorities of all Members provided for in this Agreement, but inclusion shall be subject to all terms, conditions, stipulations, requirements, requests, or capital contributions set forth in paragraph C.2.iii below.

iii. The Initial Committee shall have the right to determine and set any terms, conditions, stipulations, requirements, requests, or capital contributions determined necessary for the inclusion of additional members to this Agreement. The inclusion of any additional member shall not be effective until the performance or satisfaction of any such terms, conditions, stipulations, requirements, requests, or capital contributions.

iv. The addition of any new Member shall be memorialized in writing by an amendment to this Agreement or written action of the Initial Committee.

3. Representatives and alternative representatives of the Members may be duly elected officials of each respective entity, but need not be. A Member may appoint whomever it desires as its representative or alternate representative, so long as all representatives and alternative representatives are residents or constituents of the Member municipality or governmental entity at all times during such representation.

4. No municipality or governmental entity shall be required to be a Member in order to purchase water supply from the project, although other barriers to future growth beyond the Members may exist, such as lack of water supply, location within another river basin, cost of extending services, etc.

D. Duration

This Agreement shall be effective upon the final approval of all Members set forth in Schedule A. The duration of this Agreement shall be perpetual. Provided, however, this Agreement may be amended by the Members at any time for any reason, including for the formation of a separate entity corporate and politic and a separate “Board of Directors” (as defined below).

E. Separate Entity

This Agreement, as presented and adopted initially, shall not create or establish a separate legal entity. After amendment of the Agreement as set forth in paragraph F below, it is intended that the Agreement (as amended) will create and establish a separate corporate and politic entity of the state of Nebraska.

F. Governance

1. After adoption of this Agreement, administration of the Agreement shall be the responsibility of the “Initial Committee” as follows:

i. The Initial Committee shall be composed of one representative from each Member.

ii. The Initial Committee shall have the following powers:

a. Make recommendations to Members regarding study, participation, analysis, funding, and development of the purposes and facilities contemplated by this Agreement.

b. Corresponding with and providing direction to all consultants and project managers for this Agreement.

- c. Supervising the progress and decisions made towards completing the goals of the purposes and facilities contemplated by this Agreement.
- d. Administering the terms and conditions of this Agreement.
- e. Authorizing new members to this Agreement, and setting any terms, conditions, stipulations, requirements, requests, or capital contributions set forth in paragraph C.2.iii above.
- f. Administering the powers granted to the Initial Committee by this Agreement.
- g. Directing and overseeing the timing, terms, and approach towards amending this Agreement for the creation of a separate corporate and politic entity of the state of Nebraska, as set forth in paragraph F.3 below.
- h. Adopting bylaws of the Initial Committee and electing officers of the Initial Committee.
- i. Recommending an adopted annual budget to the Members and setting forth requested expenditures of the Members for the projects under this Agreement.
- j. Electing representatives from the Initial Committee to participate in a multi-state governance system for the operation of the projects contemplated by this Agreement.
- k. Keeping the Members advised as to the progress of the Purposes of this Agreement and make official reports of such progress to the Members, as desired.

2. The Members reserve the following duties and responsibilities under this Agreement to themselves:

- i. Terminating this Agreement or withdrawing as a Member to this Agreement.
- ii. Enforcing other parties' obligations to this Agreement.
- iii. Adopting an annual budget for this Agreement and approving expenditures of Members under this Agreement before the creation of a separate corporate and politic entity of the state of Nebraska, as set forth in paragraph F.3 below.
- iv. Amending this Agreement.

3. At the time when it is determined expedient or necessary to form a separate corporate and politic entity of the state of Nebraska, pursuant to Neb. Rev. Stat. § 13-804, the Members agree

that this Agreement shall be amended to do so. Thereafter, the governance of this Agreement shall be placed in a Board of Directors, intended to be composed of one representative from each then-current Member, subject to the terms and conditions of the amended agreement. At that time, each then-current Member to this Agreement shall have the opportunity to become a member of the amended agreement, with equal rights, powers, obligations, and authorities of the other members of the amended agreement at that time.

4. Each representative (and alternative representative) of the Initial Committee shall serve terms of two years, provided that at least half of the representatives of the Initial Committee shall serve a first term of one year, so that at least half of the representatives of the Initial Committee have staggered terms that overlap. If a representative shall resign or be unable to complete the length of his or her appointed term, the alternative representative may complete the remainder of the term, or the Member may appoint another representative to complete the remainder of the term. Notwithstanding the foregoing, a representative shall serve on the Initial Committee until his or her successor is appointed by the Member.

5. Representatives shall serve their Members on the Initial Committee without compensation but shall be entitled to reimbursement of travel costs and expenses incurred in fulfilling their service and duties on the Initial Committee.

6. No representative shall be personally liable for any debts, liabilities, or contracts of the Members or the Initial Committee.

G. Meetings

1. The Initial Committee shall set and hold the first organizational meeting, at the latest, during the first month following the month in which all the Members in Schedule A adopt and approve this Agreement. At the first organization meeting, the representatives of the Initial Committee shall:

i. Elect amongst themselves a president, secretary, and treasurer. The president shall preside over all meetings of the Initial Committee, and shall act as the head of the Initial Committee. The secretary shall publish all meetings of the initial committee, record proceedings and activities, and publish all meeting minutes. The treasurer shall be charged with all financings of the Initial Committee and all Member financial obligations under this Agreement. In the absence of the president, the secretary shall fulfill the president's duties.

ii. Set the fiscal year of the Initial Committee and the date of the annual organizational meeting of the Initial Committee, which may or may not be less than one year following the first organization meeting.

iii. Agree to serve temporary terms until the first annual organization meeting of the Initial Committee, at which time term lengths of the representatives shall be decided according to paragraph F.4 above.

- iv. Select the frequency of future meetings before the first annual organizational meeting, which frequency shall be no less than quarterly.
2. A majority of the representatives (or alternative representatives) serving on the Initial Committee shall constitute a quorum of the Initial Committee. An alternative representative may not count towards a quorum or participate in voting during a meeting unless the representative of the Member is unable or unwilling to attend. All actions of the Initial Committee shall require an affirmative vote of the majority of the quorum present.
3. All representatives and alternate representatives shall be provided notice of all meeting times, dates, and locations, no later than five business days before any meeting. The contact information provided by the representatives and alternative representatives shall be considered the preferred method of contact unless representatives or alternative representatives informs the Initial Committee otherwise. All notices provided by U.S. mail shall be considered provided when notice is deposited with the U.S postal service.

H. Assets and Operations

1. The Members shall jointly cooperate and shall jointly have the authority to acquire, hold and dispose of real property and personal property needed for the joint operation of this Agreement. All funds deposited with the Initial Committee shall be jointly held by the Members according to their contribution and shall be held in trust by the Initial Committee to accomplish the purposes of the contribution. Bids or quotes for purchases or services otherwise required by Nebraska law shall be submitted through the Initial Committee for recommendation and approval by the Members. Once approved by the Members, all contributions shall be made as agreed upon by the Members and paid by each Member's budgetary and claim process.
2. After the formation of a separate corporate and politic entity of the state of Nebraska under paragraph F.3 above, it is intended that all real property and personal property shall be transferred to the Board of Directors and held by the separate corporate and politic entity under the terms and conditions of the amended agreement. At that time, the Board of Directors shall have the power and authority to bind the separate corporate and politic entity in all matters.
3. No Member shall be obligated or liable for any liabilities, claims, contributions, or expenses unless approved by the governing body of the Member, either through adoption of a budget proposed by the Initial Committee or the approval of a specific liability, claim, contribution, or expense. Members shall, however, be obligated and liable for all liabilities, claims, contributions, or expenses approved by the governing body of the Member in that manner.

I. Funding and Liabilities

To provide adequate financial support for the Purposes of this Agreement, each Member may be requested to approve funding of the Initial Committee in amounts proposed by the Initial Committee. Each Member shall be expected to contribute funding if the proposal of the Initial

Committee is approved by that Member. The failure to approve any contribution may subject the Member to withdrawal under paragraph J below.

J. Dissolution, Termination and Withdrawal

1. Any Member may voluntarily terminate their participation in this Agreement before the first annual meeting, provided that written notice of such termination must be delivered to the Initial Committee not less than ninety days before the first annual meeting. Following the first annual meeting, any Member may voluntarily terminate their participation in this Agreement, provided that termination shall not be effective until the end of the fiscal year in which termination occurs, and further provided that written notice of such termination must be delivered to the Initial Committee not less than ninety days before the end of such fiscal year. No termination by a Member shall relieve the Member of any financial liability approved by the governing body of the Member before the effective date of termination.

2. If a Member fails to approve a funding contribution duly proposed at a meeting of the Initial Committee and approved by the governing bodies of two thirds (2/3) of the Members, the Initial Committee may authorize the Member's involuntary withdrawal, provided the Member is given notice of the Initial Committee's intent to force a withdrawal and thirty days in which to reconsider the proposed funding contribution. In the case of involuntarily withdrawal under this subparagraph, the Member shall cease to become a Member of this Agreement and shall not have the rights, powers, obligations, and authorities of a Member. Any funding contribution previously provided by the Member to the Initial Committee before involuntary withdrawal shall not be reimbursed to the Member and shall remain with the Initial Committee.

3. At any time that there is only one Member that has not voluntarily terminated participation or been involuntarily withdrawn from participation in this Agreement, as provided for above, this Agreement shall be considered dissolved. In the event of a dissolution of this Agreement, after the payment of all liabilities previously approved by the Members, the Initial Committee shall distribute any remaining assets and funds held by the Initial Committee back to the Members according to their contributions. Nothing in this Agreement shall prevent the complete dissolution of this Agreement by the consent of all Members.

4. If this Agreement is amended by the consent of less than all Members, the Members that are not parties to the amendment shall be considered to have voluntarily terminated their participation in this Agreement at the end of that current fiscal year, as provided for in paragraph J.1 above.

K. Miscellaneous

1. The provisions of this Agreement shall be severable. If any of the provisions of this Agreement, or the application of any provision to any person, entity or circumstances, are held to be invalid, such invalidity shall not affect other provisions of or applications of this Agreement which can be given affect without the invalid provision or applications.

2. This Agreement shall be binding upon the parties and their successors in interest.
3. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be and constitute one in the same instrument.
4. This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.
5. The Members agree to execute all future documents and instruments and take any future action necessary to consummate the purposes and intent of this Agreement.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE]

The City of Scottsbluff, Nebraska

Mayor

Date: _____

The City of Bridgeport, Nebraska

Mayor

Date: _____

The City of Bayard, Nebraska

Mayor

Date: _____

The City of Mitchell, Nebraska

Mayor

Date: _____

The City of Terrytown Nebraska

Mayor

Date: _____

The Village of Morrill, Nebraska

Chairperson

Date: _____

The Village of Lyman, Nebraska

Chairperson

Date: _____

[SCHEDULE A]

The City of Scottsbluff, Nebraska

The City of Bridgeport, Nebraska

The City of Bayard, Nebraska

The City of Mitchell, Nebraska

The City of Terrytown, Nebraska

The Village of Morrill, Nebraska

The Village of Lyman, Nebraska

City of Scottsbluff, Nebraska

Monday, October 1, 2018

Regular Meeting

Item Reports5

Council to discuss and consider action on the Enhanced NPPD Professional Retail Operations Agreement and approve the Resolution.

Staff Contact: Nathan Johnson, City Manager

PROFESSIONAL RETAIL OPERATIONS AGREEMENT

between

NEBRASKA PUBLIC POWER DISTRICT

and

CITY OF SCOTTSBLUFF, NEBRASKA

EFFECTIVE: JANUARY 1, 2019

TABLE OF CONTENTS

RECITALS	1
ARTICLE I	Term and Effective Date	1
ARTICLE II	Lease of Distribution System	2
ARTICLE III	Operation and Use of Facilities	2
ARTICLE IV	Payments	2
ARTICLE V	Maintenance and Construction of Facilities	3
ARTICLE VI	Retail Advisory Committee	3
ARTICLE VII	Renewable Generation	4
ARTICLE VIII	Surrender of Distribution System	4
ARTICLE IX	Taxes	4
ARTICLE X	Insurance	4
ARTICLE XI	Amendments	5
ARTICLE XII	Successors and Assigns	5
ARTICLE XIII	Replacement of Prior Agreement	6
ARTICLE XIV	Privatization.	6
ARTICLE XV	Information	6

EXHIBITS

EXHIBIT A	Distribution System Boundary Map	A-1
------------------	--	-----

PROFESSIONAL RETAIL OPERATIONS AGREEMENT
between
NEBRASKA PUBLIC POWER DISTRICT
and
CITY OF SCOTTSBLUFF, NEBRASKA

This Professional Retail Operations Agreement (Agreement) is made and entered into by and between Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska (NPPD), and the City of Scottsbluff, a municipal corporation of the State of Nebraska.

RECITALS

WHEREAS, NPPD operates an integrated electric utility system, including facilities for generation, transmission and distribution of electric power and energy at wholesale and retail, and is engaged in the generation, purchase, transmission, distribution and sale of electric power and energy; and

WHEREAS, the City owns an electric distribution system as hereinafter defined (Distribution System), which is directly or indirectly connected to NPPD's integrated utility electric system, and desires that NPPD provide retail electric service to the City and to the residents and businesses served from its Distribution System; and

WHEREAS, NPPD and the City previously entered into a Professional Retail Operations Agreement which provides, among other things, for NPPD's lease and operation of the City's Distribution System; and

WHEREAS, NPPD and the City now desire to enter into a new long-term Agreement in order to provide for NPPD's continued lease and operation of the City's Distribution System.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I
TERM AND EFFECTIVE DATE

This Agreement shall become effective on January 1, 2019, and shall continue in force for a term of twenty-five (25) years, through December 31, 2043, subject to the following provisions:

Either party may terminate this Agreement (i) in accordance with the provisions of ARTICLE XIV herein, or (ii) upon five (5) years prior written notice given by either party to the other, with termination notice date of no earlier than January 1, 2039.

ARTICLE II LEASE OF DISTRIBUTION SYSTEM

During the term of this Agreement, City hereby leases and delivers possession of the Distribution System to NPPD. The Distribution System shall constitute an addition to NPPD's System under its General Revenue Bond Resolution, adopted June 4, 1998, as supplemented (the General Revenue Bond Resolution).

For the purposes of this Agreement, the Distribution System shall comprise the electric distribution facilities consisting of wires, poles and associated fixtures, meters, services, distribution transformers, and street lighting owned by the City as of the effective date of this Agreement or as may be added during the term of this Agreement. The facilities, which comprise the Distribution System, are identified in Exhibit A, as it may be revised from time to time, which is attached hereto and incorporated herein by this reference.

During the term of this Agreement, City has the right to sell the entire Distribution System outright without prior written approval of NPPD, in which event the new owner of the Distribution System shall have all of the rights and obligations of the City under the Agreement.

ARTICLE III OPERATION AND USE OF FACILITIES

NPPD shall operate the Distribution System as part of its integrated statewide electric utility system and the Board of Directors of NPPD shall fix rates and other terms and conditions of service as provided in Chapter 70, Article 6, of the Revised Statutes of Nebraska.

NPPD shall serve any and all electrical customers located in any area that is annexed by City during the term of this Agreement, and NPPD shall do so pursuant to the terms and conditions of this Agreement and shall take all appropriate action to integrate any and all facilities serving such customers into City's Distribution System. Notwithstanding the foregoing, the City shall have the unilateral right, with thirty (30) days written notice to NPPD, to direct that NPPD delete this annexation provision from the Agreement through an appropriate amendment to the Agreement, which shall be effective on a date that is agreeable to the City.

ARTICLE IV PAYMENTS

The gross retail electric revenues recognized by NPPD during the term of this Agreement from sales to customers purchasing electricity from the Distribution System shall be adjusted to eliminate (i) any bad debt charge-offs associated with such sales, (ii) any revenue associated with application of production cost and similar adjustments, including, but not limited to, sales tax and federal energy taxes.

During the term of this Agreement, lease payments in an amount equal to twelve percent (12%) of the retail revenue as so adjusted, as determined by NPPD records, shall be paid by NPPD to the City. By an act of the City, the City can increase or decrease NPPD's lease payment in one-half percent (0.5%) increments subject to an overall cap of fourteen percent (14%). Notice of the first one-half percent (0.5%) step change may be provided to NPPD anytime on or after the effective date of this Agreement. Any future one-half percent (0.5%) step changes may not take effect until a minimum of one (1) year after the effective date of the previous step change. Written notice of each one-half percent (0.5%) step change shall be provided to NPPD at least ninety (90) days before the effective date of such change.

In the event that during the term of this Agreement customers whose electricity needs would otherwise be served by NPPD from the Distribution System pursuant to this Agreement have the option under Nebraska law to choose their electricity supplier, then the gross retail electric revenues utilized in the above lease payment formula shall be appropriately modified. Such modification shall consist of an adjustment to recognize that NPPD's lease payment to the City, as described elsewhere in the Agreement, will be reduced such that it will only include NPPD's cost of service associated with the delivery of electricity to those customers who have chosen a supplier other than NPPD for their electricity needs, and will not include the costs of the actual electricity delivered to such customers from another power supplier.

Lease payments will be made on a monthly basis based on the previous month's actual activity and settlement. The lease payment will be remitted to the City no later than 30 days after the end of the month. The obligations of NPPD hereunder shall be subject and subordinate to the pledge of Pledged Property pursuant to the General Revenue Bond Resolution adopted by NPPD on June 4, 1998, as supplemented.

ARTICLE V MAINTENANCE AND CONSTRUCTION OF FACILITIES

NPPD shall maintain the Distribution System and construct any additions necessary for service to the extent such additions are within the established extension policies of NPPD, as they may be revised from time to time by the NPPD Board of Directors. Any additions to the Distribution System which are within the boundary shown on the Distribution System Boundary Map attached to Exhibit A hereto, as it may be revised from time to time, and which are rated at or below 15,000 volts, shall become a part of the Distribution System and belong to the City. Any materials removed in connection with maintenance or construction shall become the property of NPPD.

ARTICLE VI RETAIL ADVISORY COMMITTEE

A Retail advisory committee shall be formed. The committee, made up of interested Retail elected or appointed community officials, would be offered a chance to review items including, but not limited to, monthly Board agendas, rate and business

policy modifications, industry updates, and future strategies. While NPPD recognizes the importance of the City's participation in the rate, price and product development process, the City agrees that the NPPD Board of Directors has the ultimate authority and responsibility for maintaining adequate revenues and for designing rates, policies and pricing structures.

ARTICLE VII RENEWABLE GENERATION

NPPD agrees to accommodate the integration of renewable generation resources with the power supply it utilizes for providing retail electric service for customers it is obligated to serve under the terms of this Agreement. This accommodation will be made under the terms and conditions of agreements developed and entered into by the necessary parties at the time of the proposed integration. For the purposes of this section, renewable generation resources shall be comprised of two types: 1) Renewable generation resources whose output and associated environmental attributes are purchased by NPPD and conferred by NPPD under the provisions of its rate schedules to customers who qualify for economic development project benefits and who purchase electricity from the Distribution System, and 2) Community renewable generation resources or qualified local generation. There shall be no limitation on the amount of renewable generation resources for service under NPPD's rate schedules, as described in type 1) above. The maximum nameplate size of renewable generation resources installed under type 2) above shall be ten percent (10%) of the City's annual peak load. Renewable generation resources shall be installed and interconnected to the Distribution System if applicable.

ARTICLE VIII SURRENDER OF DISTRIBUTION SYSTEM

Upon termination of this Agreement, NPPD shall surrender the Distribution System to the City in as good a condition as it is at the time of execution of this Agreement, with reasonable wear and tear excepted. Upon such surrender, any and all materials, supplies, tools, transportation and office equipment and buildings owned by NPPD shall remain the property of NPPD.

ARTICLE IX TAXES

NPPD shall make payments of taxes and in-lieu-of taxes with respect to its operation of the City's Distribution System as may be required by law from time to time.

ARTICLE X INSURANCE

NPPD agrees at all times during the existence of this Agreement to have in force with a company authorized to issue such insurance in the State of Nebraska, General

Liability, including Products and Completed Operations, and Independent Contractor's and Explosion, Collapse and Underground (XCU) insurance with limits of \$10,000,000 combined single limit bodily injury and property damage per occurrence with specific contractual coverage insuring the hereinafter assumed liability of NPPD. Under the same conditions, NPPD also agrees at all times during the existence of this Agreement to have in force with a company authorized to issue such insurance in the State of Nebraska, automobile liability insurance on NPPD's vehicles with limits of \$10,000,000 combined single limit bodily injury and property damage per occurrence. Provided, however, as an alternative to said insurance specified above, NPPD may self-insure all or any part of the risk for loss or damage from such hazards and risks to the person and property of others as are usually insured against by those entities operating properties similar to the Distribution System. NPPD shall notify City in writing of any decision to fully self-insure against said hazards and risks, and specify the date such self-insurance shall take effect. NPPD agrees to save harmless the City from loss (excluding liability of the City to pay workmen's compensation benefits) as a result of legal liability to members of the public imposed upon the City for bodily injury or death and for property damage arising out of NPPD's operation of the Distribution System and performance of this Agreement. This ARTICLE X, and the obtaining and maintaining of insurance coverage, is not intended to and it shall not be construed to create any liability to members of the public in excess of that provided by law.

It is further agreed that the City hereby consents to NPPD having the sole responsibility to decide whether or not to insure against physical damage to all or any part of the property leased by NPPD and in the care, custody or control of NPPD in the performance of this Agreement with the City. NPPD also agrees that the cost for any loss or damage to such property or for expenses incidental to such loss or damage shall be included in NPPD's retail cost of service.

ARTICLE XI AMENDMENTS

Neither this Agreement nor any part hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the party against which the enforcement of the termination, amendment, supplement, waiver or modification is sought.

ARTICLE XII SUCCESSORS AND ASSIGNS

Neither party may assign this Agreement in whole or in part, or any rights granted hereunder, or delegate to a third party any of the duties or obligations hereunder, without the prior written consent of the other party, except as otherwise provided in this ARTICLE XII. In the event that either one of or all NPPD generation assets, wholesale power marketing and/or retail operations functions are merged into or become part of another public power entity, such prior written consent shall not be required for the assignment by NPPD to its successor(s) in interest. No assignment of this Agreement

shall be effective unless and until the assignee assumes in writing the duties and obligations of the assignor.

ARTICLE XIII REPLACEMENT OF PRIOR AGREEMENT

This Agreement shall supersede the Professional Retail Operations Agreement, which NPPD and the City entered into effective the February 1, 2017, together with any exhibits attached thereto and any amendments or supplements thereto. Said Professional Retail Operations Agreement shall, upon the effective date of this Agreement, be null and void and without further force and effect.

ARTICLE XIV PRIVATIZATION

In the event that NPPD is privatized (i.e., it is converted into a taxable, non-public power entity), NPPD will provide notice to the City and the City shall have the right, upon sixty (60) days prior written notice to NPPD or NPPD's successor organization, to terminate this Agreement. Termination of this Agreement pursuant to this ARTICLE XIV will be without any cost to the City.

ARTICLE XV INFORMATION

NPPD agrees to provide the City with available information in sufficient detail for the City to comply with the financial reporting requirements of the Governmental Accounting Standards Board.

IN WITNESS WHEREOF, the parties hereto have caused this Professional Retail Operations Agreement to be executed in duplicate by their duly authorized officers or representatives as of the dates indicated below.

ATTEST: **CITY OF SCOTTSBLUFF, NEBRASKA**

By: _____ By: _____
Print: _____
Title: _____
Date: _____

ATTEST: **NEBRASKA PUBLIC POWER DISTRICT**

By: _____ By: _____
Print: _____
Title: _____
Date: _____

EXHIBIT A
to
PROFESSIONAL RETAIL OPERATIONS AGREEMENT

This Exhibit A is attached to and incorporated in the Professional Retail Operations Agreement (Agreement) between Nebraska Public Power District (NPPD) and the City of Scottsbluff, Nebraska.

The facilities comprising the Distribution System, as defined in ARTICLE II of the Agreement, are identified in this Exhibit A and consist of the wires, poles and associated fixtures, meters, services, distribution transformers, and street lighting owned by the City, including any additions or improvements thereto which are rated at or below 15,000 volts and excluding any removals, disposition, or sales thereof, all as located within the area designated on the Distribution System Boundary Map, which is attached hereto and incorporated herein by this reference, except as may be otherwise specifically noted thereon. For any substation involving transformation to the Distribution System from a higher voltage, the Distribution System shall extend to the point at which the low-voltage switching and protection facilities connect to the low-voltage bus within said substation.

CITY OF SCOTTSBLUFF, NEBRASKA

By: _____

Print: _____

Title: _____

Date: _____

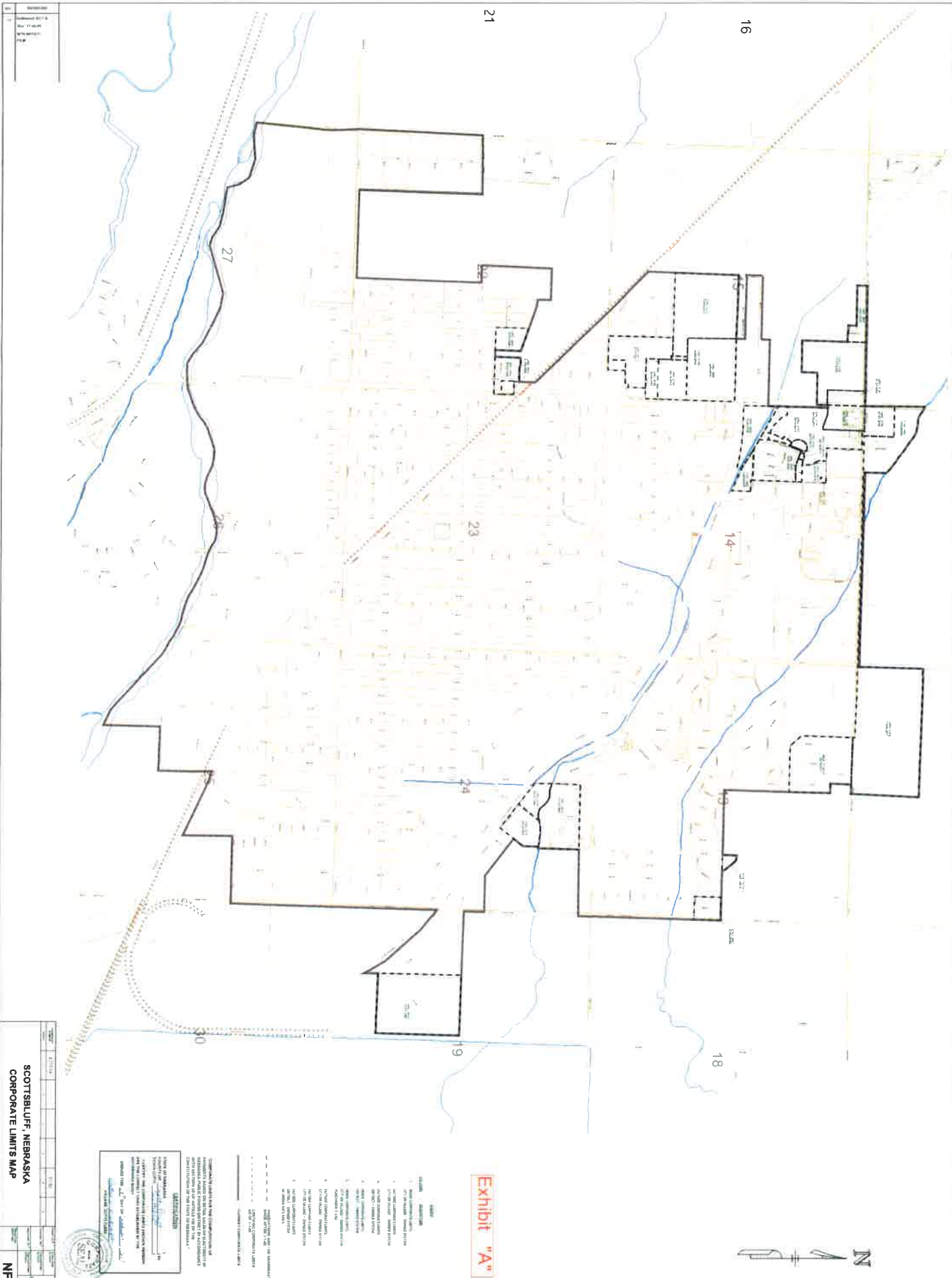
NEBRASKA PUBLIC POWER DISTRICT

By: _____

Print: _____

Title: _____

Date: _____



From: Jaixen, Donna M.
To: [Retail Customer List \(PRO and Commercial/Industrial\)](#)
Cc: [Arlt, Timothy J.](#); [Retail Account Managers List](#); [Retail Management Team List](#); [CCCC ManagementTeam List](#); [CS AMT List \(AMs Only\)](#); [Fadschild, Kathy L.](#)
Subject: Upcoming Bill Print Changes in 2019
Date: Wednesday, September 26, 2018 10:33:58 AM
Attachments: [image004.png](#)
[image006.png](#)
[image007.png](#)

Retail Customer News



Upcoming Bill Print Changes in 2019

Because staying in contact and continuing to build our relationship with retail communities is so important, I want to communicate some changes you will see beginning in January 2019.

As you are aware, Lease Payments have always been remitted on a quarterly basis. Beginning in 2019, we will be remitting the lease payments on a monthly basis. To make the payment accurate, you will receive two Lease Payment checks; one for Q4 2018, and one for January 2019 in the month of February.

As well as the Lease Payment remittance change, we would like all of you to be aware of the upgrade in our bill presentment. In addition to members of the legislature, customers frequently ask what components make up their bill. Because we want to ensure we are being as transparent as possible, and we now have software which allows for it, we will be reshaping our bills to include separate line items for the Customer Charge, Energy and Delivery Charges, Lease Payment, Gross Revenue Tax, State Sales Tax, and City Sales Tax.

(For illustrative purposes only)

Below is an example of how a residential Kearney customer's bill looks today:

Metered Service Detail

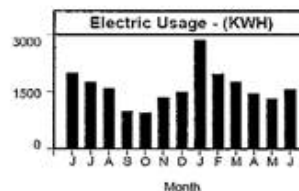
Residential Meter Location: 123 ANYTOWN ST

METER NUMBER	READ TYPE	DAYS	METER READINGS		MULTIPLIER	USAGE	TYPE
			06/05	07/03			
144878305	Actual	29	6771	8341	1	1570	Kilowatt Hour

Electric Charges\$220.07
 Nebraska Sales Tax 12.10
 Kearney City Tax 3.30

Subtotal\$235.47

Current Month's Charges.....\$235.47



Daily Usage Comparison			
	Current Billing Period	Previous Billing Period	Same Period Pre Year
KWh	1570	1318	2008
DOS	29	33	32
Avg.	54	40	63

Here is an example of how the same bill would look beginning in January:

Metered Service Detail

Residential

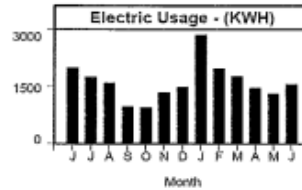
Meter Location: 123 ANYTOWN ST

METER NUMBER	READ TYPE	DAYS	METER READINGS		MULTIPLIER	USAGE	TYPE
			06/05	07/03			
144878305	Actual	29	6771	8341	1	1570	Kilowatt Hour

Customer Charge\$22.50
Energy and Delivery Charges159.05
Lease Payment.....27.51
Gross Revenue Tax.....11.01
Nebraska Sales Tax12.10
Kearney Sales Tax3.30

Subtotal\$235.47

Current Month's Charges.....\$235.47



Daily Usage Comparison			
	Current Billing Period	Previous Billing Period	Same Period Pre Year
kWh	1570	1318	2008
DOS	29	33	32
Avg.	54	40	63

Should you have any questions or concerns, please let me or your account manager know.

Tim Arlt

Retail General Manager

Nebraska Public Power District

tjarlt@nppd.com

Office Phone: 402-563-5812

Cell Phone: 308-379-0277

For additional news and information, visit NPPD:

On the Web / On Twitter [\[twitter.com\]](https://twitter.com) / On Facebook [\[facebook.com\]](https://facebook.com)

Or download NPPD's Mobile App (App Store [\[appsto.re\]](https://appsto.re) / Google Play [\[play.google.com\]](https://play.google.com))



308-632-4136
2525 Circle Drive
Scottsbluff, NE 69361

October 1, 2018

Mr. Timothy J. Arlt

General Manager – Retail

Nebraska Public Power District

1414 15th Street

PO Box 499

Columbus, Nebraska 68602-0499

Dear Mr. Arlt,

This letter is to inform you of the City's desire to increase the Lease Payment from 12% to 12.5%. As a result, this is the ninety (90) day notification to begin collection as of January 1, 2019.

Please feel free to contact me if you have any questions.

Yours Truly,

Nathan Johnson

City Manager

RESOLUTION NO. _____

**RESOLUTION APPROVING
EXTENSION OF PROFESSIONAL RETAIL OPERATIONS AGREEMENT**

WHEREAS, the City owns its electric distribution system, and

WHEREAS, the amendment to extend the term of the Professional Retail Operations Agreement on file with the Council has been proposed by Nebraska Public Power District (NPPD) and fully discussed and explained, and

WHEREAS, it is determined that it would be desirable to enter into said amendment to the Professional Retail Operations Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The said amendment to the Professional Retail Operations Agreement is approved and the Mayor is authorized to execute it, and the City Clerk to attest it on behalf of the City.
2. Notice of this transaction shall be given by publication once each week for three (3) successive weeks, of the following Notice:

NOTICE OF TRANSACTION

The Council has approved a Resolution authorizing execution on behalf of the City of an amendment to the Professional Retail Operations Agreement (Agreement) between Nebraska Public Power District and the City of Scottsbluff, Nebraska. The Agreement is on file with the City Clerk and available for inspection. It contains provisions summarized as follows:

1. The City will extend the lease of its electric distribution system to Nebraska Public Power District for a term of not less than fifteen (15) years from the effective date of the amendment and not more than twenty-five (25) years; provided, if either party terminates the Agreement at any time between year fifteen (15) and year twenty-five (25) of the term, the City will continue to take service from NPPD under NPPD's standard Wholesale Power Contract, and such Wholesale Power Contract shall remain in effect through the remainder of the twenty-five (25) year term.
2. During the term of the Agreement, NPPD will pay to the City an amount equal to twelve percent (12%) of the retail revenues from the electric distribution system, adjusted to eliminate revenues from tax-supported agencies, fuel cost, and similar adjustments. NPPD will maintain the electric distribution system, will make payments in lieu of taxes as required by law, and will provide insurance, as set out in the Agreement.

This Notice will be published once each week for three (3) successive weeks. If, within thirty (30) days after the last publication thereof, a referendum petition signed by qualified electors of the City equal in number to at least twenty percent (20%) of the votes cast at the last general municipal election shall be filed with the City Clerk, this transaction shall not become effective until it has been approved by a vote of the

electors. If no such petitions are filed, the transaction shall become effective at the expiration of said thirty (30) day period.

ATTEST:

CITY OF Scottsbluff, NEBRASKA

City Clerk

By: _____
Mayor