

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

Regular Meeting
January 6, 2020
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 December 16, 2019 Regular Meeting.
 - b) Council to approve the appointment of Katie Camacho to the Community Redevelopment Authority to fill the unexpired term of Cathy Eastman.
8. Claims
 - a) Council to consider and take action on claims of the City.
9. Financial Report
 - a) Council to receive the November 2019 Financial Report.
10. Petitions, Communications, Public Input:
 - a) Mayor to read the Proclamation naming January as Radon Action Month.
11. Resolution & Ordinances:
 - a) Council to discuss and consider action on adopting the International Building Code 2018 Edition, with Appendix F and International Residential Code 2018 Edition and approve the Ordinance. (third reading)
 - b) Council to discuss and consider action on an Ordinance setting forth rates on Outbound Mulch and Compost at City disposal sites. (third reading)

12. Reports from Staff, Boards & Commissions:
 - a) Council to discuss and consider action on an Economic Development Agreement for Factory Crimp Services, Inc.
 - b) Council to discuss and consider action on the Permission and Indemnity Agreement to place snow fence on Regional West Medical Center property and authorize the Mayor to sign the Agreement.
 - c) Council to review, discuss, and consider action on the Estoppel Certificate (Solar Facilities Lease Agreement – Scottsbluff Project) and authorize the Mayor to sign the Certificate.
 - d) Council to discuss and consider action on an Agreement between the City of Scottsbluff and the Scottsbluff Rural Fire Protection District to be automatically dispatched to fires and other emergencies within each jurisdiction and authorize the Mayor to sign the Agreement.
13. Council reports (informational only): This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.
14. Adjournment.

City of Scottsbluff, Nebraska

Monday, January 6, 2020

Regular Meeting

Item Closed1

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

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, January 6, 2020

Regular Meeting

Item Consent1

Approve the minutes of the December 16, 2019 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on December 16, 2019 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 December 13, 2019, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice 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 December 13, 2019. Mayor Gonzales presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor Gonzales welcomed everyone in attendance and encouraged all citizens to participate in the Council meeting asking those wishing to speak to come to the microphone and state their name and who they are representing for the record. Mayor Gonzales informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Raymond Gonzales, Jeanne McKerrigan, Scott Shaver, Nathan Green, and Terry Schaub. Also present were City Attorney Kent Hadenfeldt and City Manager Nathan Johnson. Absent: None.

Mayor Gonzales asked if there were any changes to the agenda. There were none. Mayor Gonzales asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none. Mayor Gonzales asked if there were any Public Comments. Ms. Kathy Tando approached Council representing the Serenity Garden Club where she serves as President. Ms. Tando wanted to give public thanks to Rick Deeds and the Parks Department for their partnership in helping keep the gardens maintained.

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

- a) The minutes of the December 2, 2019 Regular Meeting be approved,
- b) The December 30, 2019 Regular Meeting be canceled as two regular meetings will have already been held in the month of December, "YEAS," McKerrigan, Shaver, Green Schaub, and Gonzales. "NAYS," None. Absent: None.

Moved by Council Member Schaub, seconded by Council Member Green, that the following claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated December 16, 2019, as on file with the City Clerk and submitted to the City Council, "YEAS", Green, Schaub, Shaver, Gonzales, and McKerrigan. "NAYS," None. Absent: None.

CLAIMS

ACTION COMMUNICATIONS INC.,RADIO REPAIRS ON UNIT #831,188.82; ADVANCE AUTO PARTS,PARKS #396- OIL AND AIR FILTER,25.76; AE SERVICES, LLC,18TH ST PLAZA - OUTLETS,5068.15; AIRGAS USA, LLC,SAFETY GLASSES & LENSES,20.87; ALLO COMMUNICATIONS,LLC,LOCALTELEPHONECHARGES,4028.03;ALVAROSILVA,CONTRACT UAL PARK,585; ANITA'S GREENSCAPING INC,CONT. SRVCS.,504; ASSURITY LIFE INSURANCE CO,LIFE INS,32.95; AXON ENTERPRISE INC,EQUIP MAINT-PD,115.2; B & H INVESTMENTS, INC,USED H&C WATER COOLER,302; B&C STEEL CORPORATION,SIGN

MATERIAL - SQUARE TUBING,266.08; BIRUTA D. WALTON,CARDBOARD BAILER PINS X 4,609.32; BLUFFS SANITARY SUPPLY INC.,DEPT SUPPL-PD,251.44; CAPITAL BUSINESS SYSTEMS INC.,EQUIP MAINT ADM,152.65; CELLCO PARTNERSHIP,CELL PHONE / CONTRACTUAL SVC,208.9; CENCON, LLC,CONTRACTUAL SVC,750; CHRIS REYES,DEPT SUPP ADM,294; CITIBANK, N.A.,BLDG MAINT PARK,141.97; CITY OF GERING,DISPOSAL FEES TRASH & RECYCLING NOV 2019,39050.2; COMPUTER CONNECTION INC,CONTRACTUAL-PD,44; CONSERV FLAG COMPANY,FLAGS,331.36; CONTRACTORS MATERIALS INC.,EQUIP MAINT,352.64; CORE & MAIN LP,METERS,22655.07; CREDIT BUREAU OF COUNCIL BLUFFS,MEMBERSHIP FEE - NOV. 2019,50; CROELL INC,DEPT SUP,170.13; CYNTHIA GREEN,CALCULATORS - ADMIN/CITY CLERK,572.89; DALE VITITO,CIP-PATROL CARS-PD,4656.29; DALE'S TIRE & RETREADING, INC.,TIRES FOR UNIT #825,1107.69; DUANE E. WOHLERS,HAULING E-WASTE RECYCLING TO DENVER, CO,800; ELIZABETH HILYARD,2020 GFOA CONF. - EXPENSE REIMB. AIR FARE,496.23; ENFORCEMENT VIDEO, LLC,EQUIP MAINT-PD,738; ENVIRONMENTAL ANALYSIS SOUTH, INC,CONTRACTUAL SVC,926.5; ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC,EQUIP MAINT,300; FARMERS IRRIGATION DISTRICT,CONTRACTUAL,2184; FAT BOYS TIRE AND AUTO,WATER #033- NEW TIRES,706.92; FEDERAL EXPRESS CORPORATION,POSTAGE,188.36; FLOYD'S TRUCK CENTER SCOTTSBLUFF,REPAIR D. TRUCK - REPL. INJ. VALVE, REP. ENG & EXH,6209.42; FREMONT MOTOR SCOTTSBLUFF, LLC,TRANS #462- PRESS KIT,132.58; GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,1390; GREGORY'S LOCK SHOP LLC,BLDG MAINT-PD,99.95; HAWKINS, INC.,CHEMICALS,1671.4; HOA SOLUTIONS, INC,EQUIP MAINT,387.5; HORIZON WEST, INC,NUTS & BOLTS,4.8; IDEAL LAUNDRY AND CLEANERS, INC.,UNIFORMS-PD,982.25; INFINITY ROOFING & SIDING,DEPT ROOFING PERMIT REFUND,85; INGRAM LIBRARY SERVICES INC,BKS.,135.1; INTERNAL REVENUE SERVICE,WITHHOLDINGS,66512.69; INTRALINKS, INC,CONTRACT SERVICES - NOVEMBER 2019,3718.75; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL REC,35.9; J G ELLIOTT CO.INC.,BOND RENEWAL - C.BURBACH,875; JOHNSEN CORROSION ENGINEERING, INC,CONTRACTUAL SVC,11056; KNOW HOW LLC,CENTRAL GARAGE- HYD HOSE FITTINGS,1591.81; KRIZ DAVIS,EQUIP MAINT,206.84; LEAGUE ASSOCIATION OF RISK MANAGEMENT,ENDORSEMENT #16 POLICE - AUTO,19.42; LEIGH ENVIRONMENTAL EQUIP, INC,EQUIPMENT,13333; M & M GREEN RENTALS LLC,CONTRACTUAL-PD,485; MADISON NATIONAL LIFE,INSURANCE,1902.64; MATHESON TRI-GAS INC,RENT - MACHINE,61.41; MCMASTER-CARR SUPPLY COMPANY,DEPT SUP,1249.14; MENARDS, INC,DEPT SUP,503.96; MICHAEL B KEMBEL,REPAIRS FOR NORTH OVERHEAD DOOR,146; MICHAEL PEGGIE,TRAVEL EXPENSE - CONFERENCE,40.8; MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,2185.44; MIDWEST CONNECT, LLC,DEPT SUPP ADM,59.95; MUNIMETRIX SYSTEMS CORP,IMAGE SILO - NOVEMBER 2019,39.99; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1107.1; NE DEPT OF REVENUE,WITHHOLDINGS,19071.18; NEBRASKA MACHINERY CO,CUTTING EDGES FOR GRADERS,1002.83; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,43373.02; NEBRASKA RURAL RADIO ASSOCIATION,CONTRACTUAL SVC,325; NEDA,ANNUAL MEMBERSHIP - STARR LEHL,150;NEMNICH AUTOMOTIVE,WATER #039- ALIGNMENT,159.76; NEOPOST,POSTAGE,1000; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT PARK,24.24; OCLC ONLINE COMPUTER LIBRARY CENTER,

INC,CONT. SRVCS.,378.16; ONE CALL CONCEPTS, INC,CONTRACTUAL,64.49; PANHANDLE COOPERATIVE ASSOCIATION,FLEET GASOLINE,20403.29; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,250; PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,9784.26; POLYDYNE INC,CHEMICALS,5379.93; POSTMASTER,POSTAGE,842.72; POWERPLAN,TRANS #453- BULBS,11.19; QUILL CORPORATION,DEPT SUPPL-PD,272.97; REGIONAL CARE INC,CLAIMS,57633.42; REGIONAL WEST MEDICAL CENTER,HEALTH FAIR - MEDICAL TESTS (POLICE),329.1; RUFF PAIGE,SCHOOLS & CONF-PD,651; S M E C,EMPLOYEE DEDUCTION,146.5; SANDBERG IMPLEMENT, INC,PARKS #K1- KING PINS, KNUCKLES, ROD,743.5; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,225; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,650; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,UNIFORMS-PD,3224; SCOTTSBLUFF/GERING CHAMBER OF COMMERCE,SCHOOL AND CONF,30; SIGNS & SHAPES INTERNATIONAL INC,DEPT SUP,34; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES,14979.29; SIRCHIE ACQUISITION COMPANY, LLC,PHOTOGRAPHY KIT FOR FIRE INVESTIGATIONS,3165;SNELL SERVICES INC.,EQUIP. MAIN.,1870; STATE HEALTH LAB,SAMPLES,489; THE PEAVEY CORP,INVEST SUPPL-PD,28; TOYOTA MOTOR CREDIT CORPORATION,HIDTA-CAR LEASE,343.53; TWIN CITY AUTO, INC,SNOW PLOW BLADES,470; TYLER TECHNOLOGIES, INC,UB ONLINE FEES 12/1/19 - 12/31/19,348; UNION BANK & TRUST,RETIREMENT,42372.9; UNIQUE MANAGEMENT SERVICES, INC,CONT. SRVCS.,125.3; UNIVERSITY OF LOUISVILLE,SCHOOLS & CONF-PD,4070; US BANK,SCHOOLS & CONF-PD,6361.92; VAN PELT FENCING CO, INC,18TH ST PLAZA - FENCING,9050; WESTERN PATHOLOGY CONSULTANTS, INC,CONTRACT SERVICES,153.75; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT-PD,326; WOODS & AITKEN LLP,PROF. SERVICES,4959.18; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08;WYOMING WATER DEVELOPMENT OFF,PAWS FEASIBILITY STUDY,14557.75;YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,721; ZM LUMBER INC,DEPT SUPP PARK,23.94;

City Manager Johnson presented the October 2019 Financial Report, explaining this report is for the first month of the fiscal year; it shows the League Association of Risk Management (LARM) payment of approximately \$660,000 coming out of various funds.

Council introduced the Ordinance to adopt the International Building Code 2018 Edition, with Appendix F and International Residential Code 2018 Edition and was read by title on second reading: **AN ORDINANCE DEALING WITH THE BUILDING CODE, ADOPTING THE INTERNATIONAL BUILDING CODE 2018 EDITION, WITH APPENDIX F, AND THE INTERNATIONAL RESIDENTIAL CODE 2018 EDITION EACH WITH EXCLUDED PORTIONS; AMENDING CURRENT SECTIONS OF THE SCOTTSBLUFF MUNICIPAL CODE; REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.**

Council introduced the Ordinance setting forth rates on Outbound Mulch and Compost at City disposal sites and 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, SETTING FORTH RATES FOR OUTBOUND MULCH AND COMPOST, REPEALING**

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

Regarding the Maintenance Agreement No. 22 between the City of Scottsbluff and the Nebraska Department of Transportation, City Manager Johnson explained the State pays the City to maintain the pavement on the highway in the amount of \$36,792; staff is recommending approval. Council Member Shaver asked if there were any changes. Mr. Mark Bohl, Public Works Director, stated the only change is we now go from Avenue I to East Overland on the highway; we used to stop at Sugar Factory Road. There is more distance so we receive more lane miles. Council Member Schaub asked if we have to do the snow removal too. Mr. Bohl answered we do snow removal, weed mowing, crack sealing; the minor things listed for first class cities. Council Member Schaub made a motion, seconded by Council Member McKerrigan, to approve the Maintenance Agreement No. 22 between the City of Scottsbluff and the Nebraska Department of Transportation and authorize the Mayor to sign the Agreement, "YEAS," Shaver, Gonzales, Schaub, McKerrigan, and Green. "NAYS," None. Absent: None.

Mr. Johnson presented the Streamgage Agreement between the U.S. Geological Survey, Nebraska Water Science Center, U.S. Department of Interior and the City of Scottsbluff. Mr. Johnson explained this Agreement is in the amount of \$3,200 for the streamgage located on the North Platte River, stating it is a partnership between the City of Scottsbluff, the City of Gering and various federal departments. This will allow us to adequately look at floodplains to monitor changes, hopefully helping with property insurance; staff is recommending approval. Council Member Schaub made the motion, seconded by Council Member Green, to approve the Streamgage Agreement between the U.S. Geological Survey, Nebraska Water Science Center, U.S. Department of Interior and the City of Scottsbluff and authorize the Mayor to sign the Agreement, "YEAS," Schaub, McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: None.

Mr. Johnson explained the letter of intent to apply for the Civic and Community Center Financing Fund grant opportunity through the Department of Economic Development for the 23 Club. He stated in working with the 23 Club the total project is about 1.4 million in which \$600,000 has been allocated through City funds in this year's budget, as well as \$600,000 in donor funds. They still need \$200,000 for gap funding and in January or early February the actual grant will be brought back to Council to consider for approval. Council Member Shaver commented stating, tonight is just the first step and this doesn't tie us to anything. Mr. Johnson replied that is correct, it is just a pro forma. Mayor Gonzales made the motion, seconded by Council Member Schaub, to approve the letter of intent to apply for grant funding for The 23 Club facility improvements, "YEAS," McKerrigan, Shaver, Green, Schaub, and Gonzales. "NAYS," None. Absent: None.

Concerning the Zoo Support Agreement, City Manager Johnson stated based on direction from Council, at the last meeting, there was another committee meeting held with zoo representatives resulting in a five year agreement with support amounting to \$300,000 per year. Mr. Johnson also went on to explain a provision regarding the funding by the City, stating the City reserves the right to adjust payments based on decreasing sales tax revenues, however there is a stipulation that $\frac{3}{4}$'s of the then sitting City Council is needed to approve the adjustment. Council Member Shaver asked if there is a payback if the funds go back up. Mr. Johnson stated it would go back up to the \$300,000 divided into four quarterly payments.

Council Member Green asked about paragraph 4 in the agreement where it states three-fourths of the sitting Council are needed to change funding and paragraph 13e where it states a majority of the sitting Council are needed to pass it. He also questioned the average decrease of a third of sales tax revenue, as that seemed high to him.

Mr. Brendan Rice, legal counsel for the Zoo explained the reason for the difference in paragraph 4 and subsection 13e in the agreement. He stated the reason why there is the difference is to essentially

contemplate if there is a catastrophic event when it comes to City revenues, essentially granting the easier out. The intention of paragraph 4 is to make it harder if things are going generally pretty well. That is the disparity between the three fourths and the simple majority; a simple majority needed for if it is really a catastrophic economic event.

Council Member Green then asked about paragraph 13, dealing with termination, feeling it needs to be addressed as a Council, paragraph 16 talking about assignment, subcontracts and joint ventures as he did not know what that actually entailed and paragraph 17, binding agreement, asking if Council would be open to the Zoo being sold or change of ownership. Mayor Gonzales asked Legal Counsel Hadenfeldt to address Council Member Green's concerns. Mr. Hadenfeldt explained this agreement is a funding agreement and not an operation agreement. With this type of agreement we fund an outside agency like we do with several others. Regarding concerns of cessation of operations, if they stop operating the zoo, we will not pay them any more money. They also cannot assign their interests in this agreement. It is binding if they were to form a new entity, which would be a successor; this agreement is binding on any of their successors. Mr. Hadenfeldt went on to say he believes this funding agreement protects the City by the parameters they were given in the reduction of payment or termination for the loss of sales tax revenue.

Council Member Schaub asked if any of our other funding contracts has this type of wording in them. Mr. Hadenfeldt answered no; this was the committee's request upon negotiation. Council Member McKerrigan commented the reason this was brought up was because the Zoo was worried the City Council would come forward and want out and would not tie it to sales tax revenues. By doing this it would keep the personal issues out of it.

Council Member Shaver stated he feels there has been no personal thing against the Zoo. He has been on the Council seven years where our hands have been tied. He stated we've cut positions and cut almost complete departments and we have been looking forward to when this ended so we can actually get our City back to where it needs to be; what new department are we going to cut?

Legal Counsel Hadenfeldt answered, the good news is, if you are looking at cutting, you can do a vote; if it is a $\frac{3}{4}$ vote the payment is reduced. The opportunity is there. Council Member Shaver commented if the sales tax numbers stayed solid, we still cannot afford this; \$300,000 for five years we cannot afford, we will be in the reserves.

Mayor Gonzales answered we have a \$50,000 reduction and we are trying to approach this optimistically. The Zoo has a new board and a different vision. Our hope is they can take this agreement and grow it and be successful.

Council Member Green asked about paragraph 5 dealing with parking revenues, wondering if the Zoo had an overflow of parking and they were charging for parking in the City Park, who would get the revenues? Legal Counsel Hadenfeldt answered the Zoo is leasing this; they are an independent contractor and they get whatever they can generate from their operation.

Council Member Shaver added he was elected to protect the City, we cannot afford it and that is his concern. Beyond that he feels the contract is excessive for taking money. He dealt with the last contract and shortfalls the City has had and kept paying the contract regardless and putting us in the same bind again. Voting beyond the years of anybody that is currently in office is not responsible.

Council Member Schaub made a motion to, accept the Zoo Support Agreement. Council Member McKerrigan seconded the motion. During discussion, Mayor Gonzales stated he understands Council's concerns regarding the City's finances, but again there is a reduction and a provision that provides flexibility if we hit bumps in the road. He added he is trying to be optimistic and hopes for the best. He is confident the Zoo will perform and do what they can to be successful and the City will benefit from the sales tax revenues they will generate.

Council Member Green commented to Mayor Gonzales, stating, it was your idea that if the City had to make a certain percentage reduction that it would reflect directly in the contract as well and it is not there. He added he has talked to employees and their spouses and they are worried there is precedence given to this over the employees. He would like to see something more than a third of a reduction for asking our departments to cut five percent here and there. He does not think you will ever get a super

majority to do that.

Council Member Shaver added having dealt with previous contracts for ten years; he knows the nightmares it can have on budgets, stating we are not able to bring back positions we had to eliminate, we are just kicking the can down the road and plus we have to find a place for the money we do not have. We don't have the money for this, it is just not feasible. Mayor Gonzales then asked for roll call with the motion on the floor. "YEAS," Schaub, Gonzales, McKerrigan. "NAYS," Green and Shaver. Absent: None.

Under Council Reports, Council Member McKerrigan went to Senior Center and Tri-City Active Living Advisory Meetings. Mayor Gonzales stated the PADD meeting was cancelled due to not having a quorum.

Council Member Schaub made the motion, seconded by Council Member McKerrigan, to adjourn the meeting at 6:39 p.m., "YEAS," Shaver, Gonzales, Schaub, McKerrigan, and Green. "NAYS," None. Absent: None.

Attest:

Mayor

City Clerk "SEAL"

City of Scottsbluff, Nebraska

Monday, January 6, 2020

Regular Meeting

Item Consent2

Council to approve the appointment of Katie Camacho to the Community Redevelopment Authority to fill the unexpired term of Cathy Eastman.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, January 6, 2020

Regular Meeting

Item Claims1

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

Staff Contact: Liz Hilyard, Finance Director



City of Scottsbluff, NE

Expense Approval Report

By Vendor Name

Post Dates 12/17/2019 - 01/06/2020

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				441.84
Fund 713 - CASH & INVESTMENT POOL Total:					441.84
Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:					441.84
Vendor: 02583 - ADVANCE AUTO PARTS					
Fund: 212 - TRANSPORTATION					
WIPER BLADES FOR D. TRUCK	VEHICLE MAINTENANCE				13.38
Fund 212 - TRANSPORTATION Total:					13.38
Fund: 725 - CENTRAL GARAGE					
POLICE #1- OIL FILTER	EQUIPMENT MAINTENANCE				3.14
DEV SVCS GARY- OIL FILTER	EQUIPMENT MAINTENANCE				3.01
DEV SVCS SHEILA- OIL FILTER	EQUIPMENT MAINTENANCE				3.04
POLICE #9- OIL FILTER	EQUIPMENT MAINTENANCE				3.14
PARKS #322- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE				12.76
POLICE #5- OIL FILTER	EQUIPMENT MAINTENANCE				3.14
POLICE #2- OIL FILTER	EQUIPMENT MAINTENANCE				3.14
POLICE #6- OIL FILTER	EQUIPMENT MAINTENANCE				2.87
POLICE #2- ROTORS & PADS	EQUIPMENT MAINTENANCE				260.35
POLICE #23- OIL FILTER	EQUIPMENT MAINTENANCE				3.14
WATER #42- OIL AND AIR FILTER	EQUIPMENT MAINTENANCE				12.56
POLICE #2- BRAKE PADS	EQUIPMENT MAINTENANCE				51.99
Fund 725 - CENTRAL GARAGE Total:					362.28
Vendor 02583 - ADVANCE AUTO PARTS Total:					375.66
Vendor: 05887 - ALLO COMMUNICATIONS,LLC					
Fund: 111 - GENERAL					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				237.99
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				70.64
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				34.70
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				37.70
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				160.00
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				141.27
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				327.45
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				1,144.17
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				36.17
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				424.03
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				200.41
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				10.70
Fund 111 - GENERAL Total:					2,825.23
Fund: 212 - TRANSPORTATION					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				454.40
Fund 212 - TRANSPORTATION Total:					454.40
Fund: 213 - CEMETERY					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				70.64
Fund 213 - CEMETERY Total:					70.64
Fund: 224 - ECONOMIC DEVELOPMENT					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				69.14
Fund 224 - ECONOMIC DEVELOPMENT Total:					69.14
Fund: 621 - ENVIRONMENTAL SERVICES					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				166.42
Fund 621 - ENVIRONMENTAL SERVICES Total:					166.42

Expense Approval Report

Post Dates: 12/17/2019 - 01/06/2020

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 631 - WASTEWATER					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				154.45
Fund 631 - WASTEWATER Total:					154.45
Fund: 641 - WATER					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				181.27
Fund 641 - WATER Total:					181.27
Fund: 661 - STORMWATER					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				35.32
Fund 661 - STORMWATER Total:					35.32
Fund: 721 - GIS SERVICES					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				34.70
Fund 721 - GIS SERVICES Total:					34.70
Fund: 725 - CENTRAL GARAGE					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				35.00
Fund 725 - CENTRAL GARAGE Total:					35.00
Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:					4,026.57
Vendor: 03711 - AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
Misc.	DEPARTMENT SUPPLIES				47.02
Misc.	AUDIOVISUAL SUPPLIES				174.12
Misc.	BOOKS				81.43
Fund 111 - GENERAL Total:					302.57
Vendor 03711 - AMAZON.COM HEADQUARTERS Total:					302.57
Vendor: 03936 - ANDERSON FORD INC					
Fund: 218 - PUBLIC SAFETY					
CIP-PO-PATROL CARS	EQUIPMENT				31,537.00
Fund 218 - PUBLIC SAFETY Total:					31,537.00
Vendor 03936 - ANDERSON FORD INC Total:					31,537.00
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 725 - CENTRAL GARAGE					
PARKS #318- WATER PUMP, TH...	EQUIPMENT MAINTENANCE				73.73
PARKS #318- GASKET	EQUIPMENT MAINTENANCE				1.59
PARKS #396- TIE RODS	EQUIPMENT MAINTENANCE				55.98
Fund 725 - CENTRAL GARAGE Total:					131.30
Vendor 04575 - AUTOZONE STORES, INC Total:					131.30
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
BLDG MAINT-PD	BUILDING MAINTENANCE				6.00
BLDG MAINT-PD	BUILDING MAINTENANCE				6.00
Dep. sup. - LIBRARY	DEPARTMENT SUPPLIES				40.50
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
Dep. sup. -LIBRARY	DEPARTMENT SUPPLIES				40.50
Fund 111 - GENERAL Total:					136.00
Fund: 212 - TRANSPORTATION					
SUPP - WATER	DEPARTMENT SUPPLIES				32.50
SUPP - WATER	DEPARTMENT SUPPLIES				32.50
SUPP - WATER	DEPARTMENT SUPPLIES				17.50
Fund 212 - TRANSPORTATION Total:					82.50
Vendor 00295 - B & H INVESTMENTS, INC Total:					218.50

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00271 - B&C STEEL CORPORATION					
Fund: 111 - GENERAL					
STEEL TUBING FOR HOSE RACK	DEPARTMENT SUPPLIES				132.14
Fund 111 - GENERAL Total:					132.14
Vendor 00271 - B&C STEEL CORPORATION Total:					132.14
Vendor: 02001 - BACK COUNTRY BADGER					
Fund: 641 - WATER					
EQUIPMENT	EQUIPMENT				7,270.00
EQUIPMENT	EQUIPMENT				620.00
Fund 641 - WATER Total:					7,890.00
Vendor 02001 - BACK COUNTRY BADGER Total:					7,890.00
Vendor: 08787 - BEEHIVE INDUSTRIES,LLC					
Fund: 721 - GIS SERVICES					
GIS CNTRCL SRVCS	CONTRACTUAL SERVICES				3,000.00
Fund 721 - GIS SERVICES Total:					3,000.00
Vendor 08787 - BEEHIVE INDUSTRIES,LLC Total:					3,000.00
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC					
Fund: 111 - GENERAL					
Monthly Energy Bill	HEATING FUEL				455.87
Monthly Energy Bill	HEATING FUEL				397.85
Monthly Energy Bill	HEATING FUEL				397.86
Monthly Energy Bill	HEATING FUEL				146.87
Monthly Energy Bill	HEATING FUEL				431.34
Monthly Energy Bill	HEATING FUEL				604.42
Monthly Energy Bill	HEATING FUEL				117.35
Fund 111 - GENERAL Total:					2,551.56
Fund: 212 - TRANSPORTATION					
Monthly Energy Bill	HEATING FUEL				1,727.46
Fund 212 - TRANSPORTATION Total:					1,727.46
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Energy Bill	HEATING FUEL				547.66
Fund 621 - ENVIRONMENTAL SERVICES Total:					547.66
Fund: 641 - WATER					
Monthly Energy Bill	HEATING FUEL				132.80
Fund 641 - WATER Total:					132.80
Fund: 725 - CENTRAL GARAGE					
Monthly Energy Bill	HEATING FUEL				247.06
Fund 725 - CENTRAL GARAGE Total:					247.06
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:					5,206.54
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
DEPT SUPP ADM	DEPARTMENT SUPPLIES				55.50
LARGE MEDICAL GLOVES	DEPARTMENT SUPPLIES				64.08
Jan. sup.	JANITORIAL SUPPLIES				72.90
DEPT SUPP ADM	DEPARTMENT SUPPLIES				131.40
Fund 111 - GENERAL Total:					323.88
Fund: 621 - ENVIRONMENTAL SERVICES					
BREAKROOM & CLEANING SUP...	DEPARTMENT SUPPLIES				246.27
Fund 621 - ENVIRONMENTAL SERVICES Total:					246.27
Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:					570.15
Vendor: 09926 - BROWN CO					
Fund: 111 - GENERAL					
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				395.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				-395.00
Fund 111 - GENERAL Total:					0.00
Vendor 09926 - BROWN CO Total:					0.00
Vendor: 10110 - BRUNNER UPHOLSTERY					
Fund: 111 - GENERAL					
VEHICLE MAINT PARK	VEHICLE MAINTENANCE				350.00
Fund 111 - GENERAL Total:					350.00
Vendor 10110 - BRUNNER UPHOLSTERY Total:					350.00
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				44.00
Cont. srvc.	CONTRACTUAL SERVICES				409.99
Fund 111 - GENERAL Total:					453.99
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:					453.99
Vendor: 00612 - CARLSON, DEBRA					
Fund: 111 - GENERAL					
ADV TRAVEL FOR CONFERENCE	SCHOOL & CONFERENCE				52.00
Fund 111 - GENERAL Total:					52.00
Vendor 00612 - CARLSON, DEBRA Total:					52.00
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.					
Fund: 212 - TRANSPORTATION					
SUPP - WASHERS	DEPARTMENT SUPPLIES				19.48
SUPP - SILICONE, TOGGLE BOLTS..	DEPARTMENT SUPPLIES				22.23
SUPP - ANCHORS, HEMMER BIT	DEPARTMENT SUPPLIES				91.69
PAINT FOR PLAZA FENCE, NUT &...	DEPARTMENT SUPPLIES				61.32
Fund 212 - TRANSPORTATION Total:					194.72
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:					194.72
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
DECEMBER CELL PHONE	CELLULAR PHONE				269.28
CELL PHONES-PD	PHONE & INTERNET				1,144.33
WIFI FOR MOBILE COMMAND	PHONE & INTERNET				44.13
Fund 111 - GENERAL Total:					1,457.74
Vendor 07911 - CELLCO PARTNERSHIP Total:					1,457.74
Vendor: 07376 - CHRIS BURBACH					
Fund: 111 - GENERAL					
2020 GFOA AIR FARE REIMB.	SCHOOL & CONFERENCE				599.30
Fund 111 - GENERAL Total:					599.30
Vendor 07376 - CHRIS BURBACH Total:					599.30
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
LASER PRINTER - UB CLERK	DEPARTMENT SUPPLIES				24.99
BINDER TABS AND PROTECTIVE ...	DEPARTMENT SUPPLIES				21.37
SHIPPING- TURNOUTS TO ROU...	DEPARTMENT SUPPLIES				51.16
DEPT SUPP PARK	DEPARTMENT SUPPLIES				115.34
Fund 111 - GENERAL Total:					212.86
Fund: 212 - TRANSPORTATION					
SUPP - INK CARTRIDGES	DEPARTMENT SUPPLIES				49.98
Fund 212 - TRANSPORTATION Total:					49.98
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				22.51
Fund 213 - CEMETERY Total:					22.51
Fund: 621 - ENVIRONMENTAL SERVICES					
INK FOR ANTHONY PRINTER	DEPARTMENT SUPPLIES				91.24
INK FOR PRINTERS, FOLDERS, B...	DEPARTMENT SUPPLIES				127.02

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
INK FOR PRINTERS	DEPARTMENT SUPPLIES				25.99
PRINTER FOR COMPOST FACILI...	DEPARTMENT SUPPLIES				259.98
RETURNED WRONG INK	DEPARTMENT SUPPLIES				-16.09
Fund 621 - ENVIRONMENTAL SERVICES Total:					488.14
Fund: 661 - STORMWATER					
DEPT SUP	DEPARTMENT SUPPLIES				81.13
DEPT SUP	DEPARTMENT SUPPLIES				5.44
Fund 661 - STORMWATER Total:					86.57
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- PRINTER INK	DEPARTMENT SUPPLIES				81.96
Fund 725 - CENTRAL GARAGE Total:					81.96
Vendor 02396 - CITIBANK N.A. Total:					942.02
Vendor: 05859 - CITIBANK, N.A.					
Fund: 212 - TRANSPORTATION					
BUILD. MAIN. KEYLESS PAD FOR...	BUILDING MAINTENANCE				119.00
Fund 212 - TRANSPORTATION Total:					119.00
Vendor 05859 - CITIBANK, N.A. Total:					119.00
Vendor: 00367 - CITY OF SCB					
Fund: 111 - GENERAL					
PETTY CASH	POSTAGE				0.55
PETTY CASH	POSTAGE				0.55
PETTY CASH	POSTAGE				1.60
PETTY CASH	POSTAGE				0.55
PETTY CASH	POSTAGE				0.55
PETTY CASH	POSTAGE				21.90
Fund 111 - GENERAL Total:					25.70
Vendor 00367 - CITY OF SCB Total:					25.70
Vendor: 10013 - COLE TOOL DISTRIBUTORSLLC					
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- LUGNUT SO...	DEPARTMENT SUPPLIES				29.95
CENTRAL GARAGE- BOLT EXTRA...	DEPARTMENT SUPPLIES				181.90
Fund 725 - CENTRAL GARAGE Total:					211.85
Vendor 10013 - COLE TOOL DISTRIBUTORSLLC Total:					211.85
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY					
Fund: 713 - CASH & INVESTMENT POOL					
INSURANCE	LIFE INS EE PAYABLE				22.75
INSURANCE	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: 10111 - COMMERCIAL RECREATION SPECIALISTS INC					
Fund: 111 - GENERAL					
GROUND MAINT PARK	GROUNDS MAINTENANCE				147.77
Fund 111 - GENERAL Total:					147.77
Vendor 10111 - COMMERCIAL RECREATION SPECIALISTS INC Total:					147.77
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 212 - TRANSPORTATION					
SUPP - ANCHORS	DEPARTMENT SUPPLIES				120.54
SUPP - SAND BAGS, TAPE	DEPARTMENT SUPPLIES				83.25
SUPP - ANCHORS AND SAFETY ...	DEPARTMENT SUPPLIES				110.74
Fund 212 - TRANSPORTATION Total:					314.53
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:					314.53

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC					
Fund: 212 - TRANSPORTATION					
SUPP - SCREWDRIVERS, DRILL ...	DEPARTMENT SUPPLIES				126.04
Fund 212 - TRANSPORTATION Total:					126.04
Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:					126.04
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				23.72
DEPT SUPP ADM	DEPARTMENT SUPPLIES				8.62
DEPT SUPP ADM	DEPARTMENT SUPPLIES				19.80
Dep. sup.	DEPARTMENT SUPPLIES				56.26
Dep. sup.	DEPARTMENT SUPPLIES				12.07
DEPT SUPP ADM	DEPARTMENT SUPPLIES				5.09
Fund 111 - GENERAL Total:					125.56
Vendor 07689 - CYNTHIA GREEN Total:					125.56
Vendor: 00234 - D & H ELECTRONICS INC.					
Fund: 212 - TRANSPORTATION					
SUPP - WHITE TAPE	DEPARTMENT SUPPLIES				9.98
SUPP - CABLE SLITTER	DEPARTMENT SUPPLIES				24.35
SUPP - CABLE SPLITTER	DEPARTMENT SUPPLIES				26.04
SUPP - FUSES	DEPARTMENT SUPPLIES				5.05
BATT GEL FOR MESSAGE BOARD..	DEPARTMENT SUPPLIES				99.64
Fund 212 - TRANSPORTATION Total:					165.06
Vendor 00234 - D & H ELECTRONICS INC. Total:					165.06
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 212 - TRANSPORTATION					
TIRES FOR LOADER	EQUIPMENT MAINTENANCE				5,493.80
TIRE REPAIR	EQUIPMENT MAINTENANCE				38.50
TIRE FOR SWEEPER	EQUIPMENT MAINTENANCE				169.09
Fund 212 - TRANSPORTATION Total:					5,701.39
Fund: 621 - ENVIRONMENTAL SERVICES					
FLAT REPAIR ON UNIT #814	VEHICLE MAINTENANCE				20.00
FLEET TIRE REPAIRS	VEHICLE MAINTENANCE				1,225.36
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,245.36
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:					6,946.75
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE					
Fund: 111 - GENERAL					
Monthly Long Distance	PHONE & INTERNET				5.58
Monthly Long Distance	PHONE & INTERNET				2.28
Monthly Long Distance	PHONE & INTERNET				3.43
Monthly Long Distance	PHONE & INTERNET				1.75
Monthly Long Distance	PHONE & INTERNET				2.82
Monthly Long Distance	PHONE & INTERNET				6.65
Monthly Long Distance	PHONE & INTERNET				36.27
Monthly Long Distance	PHONE & INTERNET				13.51
Monthly Long Distance	PHONE & INTERNET				2.35
Monthly Long Distance	PHONE & INTERNET				2.35
LONG DISTANCE	PHONE & INTERNET				1.99
Fund 111 - GENERAL Total:					78.98
Fund: 212 - TRANSPORTATION					
Monthly Long Distance	PHONE & INTERNET				8.19
Fund 212 - TRANSPORTATION Total:					8.19
Fund: 213 - CEMETERY					
Monthly Long Distance	PHONE & INTERNET				1.75
Fund 213 - CEMETERY Total:					1.75

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 224 - ECONOMIC DEVELOPMENT					
Monthly Long Distance	PHONE & INTERNET				3.04
Fund 224 - ECONOMIC DEVELOPMENT Total:					3.04
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Long Distance	PHONE & INTERNET				2.69
Fund 621 - ENVIRONMENTAL SERVICES Total:					2.69
Fund: 631 - WASTEWATER					
Monthly Long Distance	PHONE & INTERNET				3.06
Fund 631 - WASTEWATER Total:					3.06
Fund: 641 - WATER					
Monthly Long Distance	PHONE & INTERNET				3.69
Fund 641 - WATER Total:					3.69
Fund: 661 - STORMWATER					
Monthly Long Distance	PHONE & INTERNET				0.66
Fund 661 - STORMWATER Total:					0.66
Fund: 721 - GIS SERVICES					
Monthly Long Distance	PHONE & INTERNET				0.47
Fund 721 - GIS SERVICES Total:					0.47
Fund: 725 - CENTRAL GARAGE					
Monthly Long Distance	PHONE & INTERNET				0.65
Fund 725 - CENTRAL GARAGE Total:					0.65
Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:					103.18
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
HAULING RECYCLING TO DENV...	DISPOSAL FEES				800.00
HAULING RECYCLING TO DENV...	DISPOSAL FEES				800.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,600.00
Vendor 07421 - DUANE E. WOHLERS Total:					1,600.00
Vendor: 08173 - DXP ENTERPRISES INC					
Fund: 111 - GENERAL					
CALIBRATION GAS FOR ATMOS...	DEPARTMENT SUPPLIES				573.95
Fund 111 - GENERAL Total:					573.95
Vendor 08173 - DXP ENTERPRISES INC Total:					573.95
Vendor: 00069 - ENVIRONMENTAL ANALYSIS SOUTH, INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				804.60
CONTRACTUAL SVC	CONTRACTUAL SERVICES				105.80
Fund 631 - WASTEWATER Total:					910.40
Vendor 00069 - ENVIRONMENTAL ANALYSIS SOUTH, INC Total:					910.40
Vendor: 10008 - FAIRFIELD INN & SUITES SCOTTSBLUFF					
Fund: 631 - WASTEWATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				-239.90
Fund 631 - WASTEWATER Total:					-239.90
Vendor 10008 - FAIRFIELD INN & SUITES SCOTTSBLUFF Total:					-239.90
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 111 - GENERAL					
VEH MAINT PARK	VEHICLE MAINTENANCE				588.00
Fund 111 - GENERAL Total:					588.00
Fund: 725 - CENTRAL GARAGE					
PARKS #326- TIRES	EQUIPMENT MAINTENANCE				173.00
Fund 725 - CENTRAL GARAGE Total:					173.00
Vendor 07574 - FAT BOYS TIRE AND AUTO Total:					761.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 641 - WATER					
POSTAGE	POSTAGE				46.55
				Fund 641 - WATER Total:	46.55
				Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	46.55
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF					
Fund: 111 - GENERAL					
FUEL LINE FOR ENGINE 2	VEHICLE MAINTENANCE				73.26
				Fund 111 - GENERAL Total:	73.26
Fund: 725 - CENTRAL GARAGE					
ES #815- HOOD LATCH	EQUIPMENT MAINTENANCE				78.53
ES #818- FILTERS	EQUIPMENT MAINTENANCE				104.35
ES #812- HEAD LIGHT AND FILT...	EQUIPMENT MAINTENANCE				34.99
				Fund 725 - CENTRAL GARAGE Total:	217.87
				Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:	291.13
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC					
Fund: 111 - GENERAL					
TOW SERVICE-PD	CONTRACTUAL SERVICES				100.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				170.00
				Fund 111 - GENERAL Total:	270.00
				Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:	270.00
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC					
Fund: 111 - GENERAL					
VEH MAINT PARK	VEHICLE MAINTENANCE				239.00
VEH MAINT PARK	VEHICLE MAINTENANCE				200.00
VEH MAINT PARK	VEHICLE MAINTENANCE				-239.00
				Fund 111 - GENERAL Total:	200.00
				Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:	200.00
Vendor: 05600 - GALLS INC					
Fund: 111 - GENERAL					
UNIFORMS-PD	UNIFORMS & CLOTHING				89.58
UNIFORMS-PD	UNIFORMS & CLOTHING				53.99
UNIFORMS-PD	UNIFORMS & CLOTHING				56.76
EQUIP/UNIFORMS-PD	UNIFORMS & CLOTHING				191.41
EQUIP/UNIFORMS-PD	EQUIPMENT MAINTENANCE				117.43
UNIFORMS-PD	UNIFORMS & CLOTHING				129.47
				Fund 111 - GENERAL Total:	638.64
Fund: 218 - PUBLIC SAFETY					
UNIFORMS-PD	DEPARTMENT SUPPLIES				55.94
UNIFORMS-PD	DEPARTMENT SUPPLIES				106.97
UNIFORMS-PD	DEPARTMENT SUPPLIES				89.47
				Fund 218 - PUBLIC SAFETY Total:	252.38
				Vendor 05600 - GALLS INC Total:	891.02
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
DEPT/EQUIP-PD	DEPARTMENT SUPPLIES				7.97
DEPT/EQUIP-PD	EQUIPMENT MAINTENANCE				119.91
SOAPS, DETERGENTS, CLEANING..	DEPARTMENT SUPPLIES				78.96
Prgm.	PROGRAMMING				21.57
WATER AND ICE MELT	DEPARTMENT SUPPLIES				30.83
DIESEL EXHAUST FLUID	DEPARTMENT SUPPLIES				62.60
DEPT SUPP ADM	DEPARTMENT SUPPLIES				30.60
				Fund 111 - GENERAL Total:	352.44

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 215 - SPECIAL PROJECTS					
CAR SEATS-PD	DEPARTMENT SUPPLIES				127.84
Fund 215 - SPECIAL PROJECTS Total:					127.84
Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:					480.28
Vendor: 00397 - GFOA					
Fund: 111 - GENERAL					
MEMBERSHIP - C.BURBACH	MEMBERSHIPS				150.00
Fund 111 - GENERAL Total:					150.00
Vendor 00397 - GFOA Total:					150.00
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				3,085.45
Fund 641 - WATER Total:					3,085.45
Vendor 04371 - HAWKINS, INC. Total:					3,085.45
Vendor: 00096 - HOLIDAY INN - KEARNEY					
Fund: 111 - GENERAL					
Bus. trvl.	BUSINESS TRAVEL				109.95
Fund 111 - GENERAL Total:					109.95
Vendor 00096 - HOLIDAY INN - KEARNEY Total:					109.95
Vendor: 01904 - HORIZON WEST, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
PARTS FOR TREE DUMP	EQUIPMENT MAINTENANCE				189.48
HYD FILTER FOR TREE DUMP	EQUIPMENT MAINTENANCE				47.52
Fund 621 - ENVIRONMENTAL SERVICES Total:					237.00
Vendor 01904 - HORIZON WEST, INC Total:					237.00
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
VEH MAINT-PD	VEHICLE MAINTENANCE				8.50
Fund 111 - GENERAL Total:					8.50
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:					8.50
Vendor: 06423 - HYDROTEX PARTNERS, LTD					
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- ESSENTIALU...	OIL & ANTIFREEZE				224.94
CENTRAL GARAGE- OIL	OIL & ANTIFREEZE				3,188.45
Fund 725 - CENTRAL GARAGE Total:					3,413.39
Vendor 06423 - HYDROTEX PARTNERS, LTD Total:					3,413.39
Vendor: 05499 - ICC CERTIFICATION SERVICES					
Fund: 111 - GENERAL					
DEPT MMBRSH	MEMBERSHIPS				135.00
Fund 111 - GENERAL Total:					135.00
Vendor 05499 - ICC CERTIFICATION SERVICES Total:					135.00
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
GROUND MAINT PARK	GROUNDS MAINTENANCE				600.25
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES				11.00
JANITORIAL SERV PARK	JANITORIAL SUPPLIES				134.63
Jan. sup.	JANITORIAL SUPPLIES				89.25
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES				177.74
DEPT SUPP ADM	DEPARTMENT SUPPLIES				52.79
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES				94.71
Jan. sup.	JANITORIAL SUPPLIES				89.25
DEPT SUPP ADM	DEPARTMENT SUPPLIES				52.79
Fund 111 - GENERAL Total:					1,302.41
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				33.26

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				33.26
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				33.26
SUPP - PAPER TOWELS	DEPARTMENT SUPPLIES				171.16
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				33.56
Fund 212 - TRANSPORTATION Total:					304.50
Fund: 621 - ENVIRONMENTAL SERVICES					
RUGS, MOPS, SHOP TOWELS	DEPARTMENT SUPPLIES				103.92
Fund 621 - ENVIRONMENTAL SERVICES Total:					103.92
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				29.33
Fund 631 - WASTEWATER Total:					29.33
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				29.34
Fund 641 - WATER Total:					29.34
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- RUGS & SH...	DEPARTMENT SUPPLIES				34.79
CENTRAL GARAGE- RUGS & SH...	DEPARTMENT SUPPLIES				34.79
CENTRAL GARAGE- RUGS & SH...	DEPARTMENT SUPPLIES				34.79
CENTRAL GARAGE- RUGS & SH...	DEPARTMENT SUPPLIES				34.79
Fund 725 - CENTRAL GARAGE Total:					139.16
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:					1,908.66
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks.	BOOKS				43.92
Fund 111 - GENERAL Total:					43.92
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:					43.92
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,750.02
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,750.02
WITHHOLDINGS	FICA W/H EE PAYABLE				13,948.53
WITHHOLDINGS	FICA W/H EE PAYABLE				13,948.53
WITHHOLDINGS	FED W/H EE PAYABLE				21,599.17
Fund 713 - CASH & INVESTMENT POOL Total:					56,996.27
Vendor 08154 - INTERNAL REVENUE SERVICE Total:					56,996.27
Vendor: 00806 - INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS					
Fund: 111 - GENERAL					
DEPT POSTAGE	POSTAGE				28.00
Fund 111 - GENERAL Total:					28.00
Vendor 00806 - INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS Total:					28.00
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
DATTO ALTO - MONTHLY FEE LI...	CONTRACTUAL SERVICES				218.00
DATTO SIRIS - ADMINISTRATION	DEPARTMENT SUPPLIES				3,851.25
DATTO SIRIS - POLICE DEPART...	DEPARTMENT SUPPLIES				3,851.25
Fund 111 - GENERAL Total:					7,920.50
Vendor 08525 - INTRALINKS, INC Total:					7,920.50
Vendor: 00192 - J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
NOTARY BOND-PD	BONDING				70.00
Fund 111 - GENERAL Total:					70.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:					70.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00873 - JEFFREY F MARTISCHEWSKY					
Fund: 111 - GENERAL					
CITY HALL - LIGHT REPLACEME...	BUILDING MAINTENANCE				7,165.71
				Fund 111 - GENERAL Total:	7,165.71
				Vendor 00873 - JEFFREY F MARTISCHEWSKY Total:	7,165.71
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 212 - TRANSPORTATION					
SUPP - CLAMPS	DEPARTMENT SUPPLIES				13.98
SUPP - CLAMP	DEPARTMENT SUPPLIES				4.99
				Fund 212 - TRANSPORTATION Total:	18.97
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				79.97
				Fund 213 - CEMETERY Total:	79.97
Fund: 631 - WASTEWATER					
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING				79.98
				Fund 631 - WASTEWATER Total:	79.98
				Vendor 06131 - JOHN DEERE FINANCIAL Total:	178.92
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				15.16
BLDG MAINT PARK	BUILDING MAINTENANCE				15.92
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				14.37
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				-15.16
				Fund 111 - GENERAL Total:	30.29
				Vendor 08067 - JOHN DEERE FINANCIAL Total:	30.29
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				28.42
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				129.96
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				134.76
				Fund 111 - GENERAL Total:	293.14
				Vendor 09474 - JOHN DEERE FINANCIAL Total:	293.14
Vendor: 01048 - JULIUS D KONCABA					
Fund: 631 - WASTEWATER					
EQUIPMENT	EQUIPMENT				650.00
				Fund 631 - WASTEWATER Total:	650.00
Fund: 641 - WATER					
EQUIPMENT	EQUIPMENT				695.50
				Fund 641 - WATER Total:	695.50
				Vendor 01048 - JULIUS D KONCABA Total:	1,345.50
Vendor: 09611 - KEARNEY HOSPITALITY INC					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				98.96
				Fund 111 - GENERAL Total:	98.96
				Vendor 09611 - KEARNEY HOSPITALITY INC Total:	98.96
Vendor: 09747 - KNOW HOW LLC					
Fund: 111 - GENERAL					
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				3.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES				25.50
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				9.56
DEPT SUPP PARK	DEPARTMENT SUPPLIES				12.21
VEH MAINT PARK	VEHICLE MAINTENANCE				4.86
VEH MAINT PARK	VEHICLE MAINTENANCE				5.22
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				21.82
VEH MAINT PARK	VEHICLE MAINTENANCE				4.78

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPP PARK	DEPARTMENT SUPPLIES				4.78
VEH MAINT PARK	VEHICLE MAINTENANCE				34.80
DEPT SUPP PARK	DEPARTMENT SUPPLIES				40.98
Fund 111 - GENERAL Total:					168.50
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- SCREWS & ...	DEPARTMENT SUPPLIES				4.08
ES #818- HYD HOSE FITTINGS A...	EQUIPMENT MAINTENANCE				272.85
PARKS #322- BALL JOINTS	EQUIPMENT MAINTENANCE				164.14
TRANS #407- WIPER BLADES	EQUIPMENT MAINTENANCE				17.70
PARKS #322- SWAY BAR REPAIR...	EQUIPMENT MAINTENANCE				19.59
TRANS #439- BATTERY	EQUIPMENT MAINTENANCE				199.90
PARKS #396- HANGER PUMP AS...	EQUIPMENT MAINTENANCE				166.58
TRANS STOCK- LIGHT BULB	EQUIPMENT MAINTENANCE				12.55
PARKS #396- FUEL HOSES	EQUIPMENT MAINTENANCE				14.75
PARKS #318- RELAY	EQUIPMENT MAINTENANCE				19.74
PARKS #318- BATTERY	EQUIPMENT MAINTENANCE				99.95
POLICE #6- WIPER BLADES	EQUIPMENT MAINTENANCE				19.80
PARKS #396- BALL JOINT, TIE R...	EQUIPMENT MAINTENANCE				270.89
TRANS #433- BATTERY	EQUIPMENT MAINTENANCE				99.95
Fund 725 - CENTRAL GARAGE Total:					1,382.47
Vendor 09747 - KNOW HOW LLC Total:					1,550.97
Vendor: 09872 - KRIZ DAVIS					
Fund: 212 - TRANSPORTATION					
ELECT. SUPP - WIRE	DEPARTMENT SUPPLIES				162.96
ELECT. MAIN. - WIRE	DEPARTMENT SUPPLIES				161.07
ELECT. SUPP - WIRE	DEPARTMENT SUPPLIES				-162.96
Fund 212 - TRANSPORTATION Total:					161.07
Vendor 09872 - KRIZ DAVIS Total:					161.07
Vendor: 03941 - LAWSON PRODUCTS, INC					
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- SHOP SUPPL...	DEPARTMENT SUPPLIES				177.76
Fund 725 - CENTRAL GARAGE Total:					177.76
Vendor 03941 - LAWSON PRODUCTS, INC Total:					177.76
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 111 - GENERAL					
ENDORSEMENT #8 - POLICE VEH..	VEHICLE INSURANCE				661.54
Fund 111 - GENERAL Total:					661.54
Fund: 631 - WASTEWATER					
ENDORSEMENT #9 - WATER & ...	VEHICLE INSURANCE				329.03
Fund 631 - WASTEWATER Total:					329.03
Fund: 641 - WATER					
ENDORSEMENT #9 - WATER & ...	VEHICLE INSURANCE				352.55
Fund 641 - WATER Total:					352.55
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:					1,343.12
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				1,035.00
Fund 111 - GENERAL Total:					1,035.00
Fund: 212 - TRANSPORTATION					
ENG. SERV. - PARKING STUDY, T...	CONSULTING SERVICES				1,193.75
Fund 212 - TRANSPORTATION Total:					1,193.75
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:					2,228.75
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 111 - GENERAL					
DEPT SUPP PARK	DEPARTMENT SUPPLIES				137.65
DEPT SUPP PARK	DEPARTMENT SUPPLIES				83.87

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPP PARK	DEPARTMENT SUPPLIES				34.95
Fund 111 - GENERAL Total:					256.47
Vendor 08317 - MATHESON TRI-GAS INC Total:					256.47
Vendor: 09881 - McKINEY MANUFACTURING & SALES LLC					
Fund: 224 - ECONOMIC DEVELOPMENT					
ECON.DEV. ASSISTANCE AGRE...	ECONOMIC DEVELOPMENT				90,000.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					90,000.00
Vendor 09881 - McKINEY MANUFACTURING & SALES LLC Total:					90,000.00
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
DEPT SUIPP PARK	DEPARTMENT SUPPLIES				181.79
DEPT SUPP ADM	DEPARTMENT SUPPLIES				-38.51
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				16.91
GROUND MAINT PARK	GROUPS MAINTENANCE				13.24
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				54.94
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES				36.57
DEPT SUPP PARK	DEPARTMENT SUPPLIES				52.74
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				34.34
DEPT SUPP PARK	DEPARTMENT SUPPLIES				20.23
PREDILUTED ANTIFREEZE	DEPARTMENT SUPPLIES				34.47
GROUND MAINT PARK	GROUPS MAINTENANCE				7.74
TAPE MEASURES FOR STATION ...	DEPARTMENT SUPPLIES				14.97
VEH MAINT PARK	VEHICLE MAINTENANCE				10.91
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				32.92
BLDG MAINT PARK	BUILDING MAINTENANCE				14.97
COMPRESSION FITTING FOR T...	DEPARTMENT SUPPLIES				3.79
BLDG MAINT PARK	BUILDING MAINTENANCE				38.87
DEPT SUPP PARKS	DEPARTMENT SUPPLIES				19.15
PAINT AND CASTERS FOR OIL D...	DEPARTMENT SUPPLIES				46.64
DEPT SUPP PARK	DEPARTMENT SUPPLIES				15.87
SANDPAPER AND PRIMER	DEPARTMENT SUPPLIES				10.85
Fund 111 - GENERAL Total:					623.40
Fund: 212 - TRANSPORTATION					
SUPP - LAMP HOLDER, WIRE, B...	DEPARTMENT SUPPLIES				60.41
SUPP - VINYL BUMPERS, SUCTI...	DEPARTMENT SUPPLIES				4.91
SUPP - HEX TOOL	DEPARTMENT SUPPLIES				10.89
SUPP - TIES, BENCH VISE	DEPARTMENT SUPPLIES				151.63
Fund 212 - TRANSPORTATION Total:					227.84
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				10.85
Fund 213 - CEMETERY Total:					10.85
Fund: 631 - WASTEWATER					
EQUIP MAINT	DEPARTMENT SUPPLIES				29.99
EQUIP MAINT	EQUIPMENT MAINTENANCE				49.27
Fund 631 - WASTEWATER Total:					79.26
Fund: 641 - WATER					
BUILDING MAINT	BUILDING MAINTENANCE				95.47
Fund 641 - WATER Total:					95.47
Vendor 07628 - MENARDS, INC Total:					1,036.82
Vendor: 09328 - METECH RECYCLING, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
E-WASTE RECYCLING CHARGES	DISPOSAL FEES				12,891.04
Fund 621 - ENVIRONMENTAL SERVICES Total:					12,891.04
Vendor 09328 - METECH RECYCLING, INC Total:					12,891.04

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00661 - MID-STATES ORGANIZED CRIME INFORMATION CENTER					
Fund: 111 - GENERAL					
MEMBERSHIP-PD	MEMBERSHIPS				200.00
				Fund 111 - GENERAL Total:	200.00
Vendor 00661 - MID-STATES ORGANIZED CRIME INFORMATION CENTER Total:					200.00
Vendor: 00748 - MOTOROLA SOLUTIONS, INC					
Fund: 111 - GENERAL					
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				388.36
				Fund 111 - GENERAL Total:	388.36
Vendor 00748 - MOTOROLA SOLUTIONS, INC Total:					388.36
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,107.10
				Fund 713 - CASH & INVESTMENT POOL Total:	1,107.10
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:					1,107.10
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 111 - GENERAL					
TAXES	SALES TAX PAYABLE				193.70
				Fund 111 - GENERAL Total:	193.70
Fund: 641 - WATER					
TAXES	SALES TAX PAYABLE				13,898.06
TAXES	SALES TAX PAYABLE				9,238.25
				Fund 641 - WATER Total:	23,136.31
Fund: 661 - STORMWATER					
TAXES	SALES TAX PAYABLE				593.21
				Fund 661 - STORMWATER Total:	593.21
Vendor 00797 - NE DEPT OF REVENUE Total:					23,923.22
Vendor: 00412 - NEBRASKA ASSOCIATION OF CHIEF'S OF POLICE					
Fund: 111 - GENERAL					
MEMBERSHIP-PD	MEMBERSHIPS				50.00
				Fund 111 - GENERAL Total:	50.00
Vendor 00412 - NEBRASKA ASSOCIATION OF CHIEF'S OF POLICE Total:					50.00
Vendor: 00402 - NEBRASKA MACHINERY CO					
Fund: 111 - GENERAL					
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE				133.53
GENERATOR MAINTENANCE- P...	BUILDING MAINTENANCE				80.00
				Fund 111 - GENERAL Total:	213.53
Vendor 00402 - NEBRASKA MACHINERY CO Total:					213.53
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 631 - WASTEWATER					
ELECTRICITY	ELECTRIC POWER				197.70
ELECTRICITY	ELECTRIC POWER				14,831.10
				Fund 631 - WASTEWATER Total:	15,028.80
Fund: 641 - WATER					
ELECTRICITY	ELECTRIC POWER				3,305.73
ELECTRICITY	ELECTRIC POWER				2,608.24
				Fund 641 - WATER Total:	5,913.97
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:					20,942.77
Vendor: 00722 - NEBRASKA SALT AND GRAIN CO					
Fund: 212 - TRANSPORTATION					
2 LOADS ICE SLICER	STREET REPAIR SUPPLIES				8,595.12
1 LOAD ICE SLICER	STREET REPAIR SUPPLIES				4,324.74
				Fund 212 - TRANSPORTATION Total:	12,919.86
Vendor 00722 - NEBRASKA SALT AND GRAIN CO Total:					12,919.86

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09509 - NEMNICH AUTOMOTIVE					
Fund: 725 - CENTRAL GARAGE					
PARKS #322- ALIGNMENT	EQUIPMENT MAINTENANCE				79.88
PARKS #396- ALIGNMENT	EQUIPMENT MAINTENANCE				79.88
Fund 725 - CENTRAL GARAGE Total:					159.76
Vendor 09509 - NEMNICH AUTOMOTIVE Total:					159.76
Vendor: 09409 - NETWORKFLEET, INC					
Fund: 212 - TRANSPORTATION					
GPS SERVICE	DEPARTMENT SUPPLIES				145.70
Fund 212 - TRANSPORTATION Total:					145.70
Fund: 621 - ENVIRONMENTAL SERVICES					
GPS UNITS FOR FLEET	CONTRACTUAL SERVICES				128.70
Fund 621 - ENVIRONMENTAL SERVICES Total:					128.70
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				37.90
Fund 631 - WASTEWATER Total:					37.90
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				37.90
Fund 641 - WATER Total:					37.90
Vendor 09409 - NETWORKFLEET, INC Total:					350.20
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GROUND MAINT PARK	GROUNDS MAINTENANCE				18.65
Fund 111 - GENERAL Total:					18.65
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				20.46
Fund 631 - WASTEWATER Total:					20.46
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:					39.11
Vendor: 08840 - ONE CALL CONCEPTS, INC					
Fund: 212 - TRANSPORTATION					
CONTRACTUAL	CONTRACTUAL SERVICES				15.50
Fund 212 - TRANSPORTATION Total:					15.50
Fund: 631 - WASTEWATER					
CONTRACTUAL	CONTRACTUAL SERVICES				15.49
Fund 631 - WASTEWATER Total:					15.49
Fund: 641 - WATER					
CONTRACTUAL	CONTRACTUAL SERVICES				15.49
Fund 641 - WATER Total:					15.49
Vendor 08840 - ONE CALL CONCEPTS, INC Total:					46.48
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
REPAIRS TO THERMOCYCLER	BUILDING MAINTENANCE				95.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					95.00
Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:					95.00
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				93.00
Fund 631 - WASTEWATER Total:					93.00
Fund: 641 - WATER					
SAMPLES	SAMPLES				22.00
SAMPLES	SAMPLES				80.00
SAMPLES	SAMPLES				80.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
SAMPLES	SAMPLES				140.00
Fund 641 - WATER Total:					322.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:					415.00
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE				9,609.26
Fund 713 - CASH & INVESTMENT POOL Total:					9,609.26
Vendor 01276 - PLATTE VALLEY BANK Total:					9,609.26
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				117.51
Postage	POSTAGE				122.40
Postage	POSTAGE				119.96
Fund 621 - ENVIRONMENTAL SERVICES Total:					359.87
Fund: 631 - WASTEWATER					
Postage	POSTAGE				117.51
Postage	POSTAGE				122.40
Postage	POSTAGE				119.95
Fund 631 - WASTEWATER Total:					359.86
Fund: 641 - WATER					
Postage	POSTAGE				117.50
Postage	POSTAGE				122.40
Postage	POSTAGE				119.95
Fund 641 - WATER Total:					359.85
Vendor 00272 - POSTMASTER Total:					1,079.58
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT/INV SUPPL-PD	DEPARTMENT SUPPLIES				79.96
DEPT/INV SUPPL-PD	INVESTIGATIVE EXPENSES				32.00
Fund 111 - GENERAL Total:					111.96
Vendor 00266 - QUILL CORPORATION Total:					111.96
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				589.60
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				589.60
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				-589.60
CLAIMS	CLAIMS EXPENSE				215,862.41
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				1,122.80
CLAIMS	CLAIMS EXPENSE				3,215.63
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				650.00
CLAIMS	CLAIMS EXPENSE				49,824.42
Fund 812 - HEALTH INSURANCE Total:					271,264.86
Vendor 04089 - REGIONAL CARE INC Total:					271,264.86
Vendor: 00798 - REGISTER OF DEEDS					
Fund: 111 - GENERAL					
LEGAL	LEGAL FEES				22.00
Fund 111 - GENERAL Total:					22.00
Fund: 213 - CEMETERY					
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
QUITCLAIM DEED	MISCELLANEOUS				10.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
QUITCLAIM	MISCELLANEOUS				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
					10.00
				Fund 213 - CEMETERY Total:	150.00
				Vendor 00798 - REGISTER OF DEEDS Total:	172.00
Vendor: 10041 - RODRIGUEZ JOSE R					
Fund: 111 - GENERAL					
TOW SERVICE-PD	CONTRACTUAL SERVICES				125.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				75.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				125.00
				Fund 111 - GENERAL Total:	325.00
				Vendor 10041 - RODRIGUEZ JOSE R Total:	325.00
Vendor: 02324 - RON'S TOWING					
Fund: 111 - GENERAL					
TOW SERVICE-PD	CONTRACTUAL SERVICES				175.00
				Fund 111 - GENERAL Total:	175.00
				Vendor 02324 - RON'S TOWING Total:	175.00
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT					
Fund: 641 - WATER					
NOV ELECTRIC	ELECTRIC POWER				1,701.33
DECEMBER ELEC	ELECTRIC POWER				2,189.59
				Fund 641 - WATER Total:	3,890.92
				Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:	3,890.92
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
SMEC	SMEC EE PAYABLE				146.50
				Fund 713 - CASH & INVESTMENT POOL Total:	146.50
				Vendor 00026 - S M E C Total:	146.50
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				34.54
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				343.52
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				144.53
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				139.47
				Fund 111 - GENERAL Total:	662.06
				Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	662.06
Vendor: 00258 - SCB COUNTY TREASURER					
Fund: 641 - WATER					
EQUIPMENT	EQUIPMENT				1,860.28
				Fund 641 - WATER Total:	1,860.28
				Vendor 00258 - SCB COUNTY TREASURER Total:	1,860.28
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				225.00
				Fund 713 - CASH & INVESTMENT POOL Total:	225.00
				Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:	225.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09428 - SCHOOL-TECH, INC					
Fund: 111 - GENERAL					
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				144.88
				Fund 111 - GENERAL Total:	144.88
				Vendor 09428 - SCHOOL-TECH, INC Total:	144.88
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
LEGAL FEES-PD	LEGAL FEES				289.00
				Fund 111 - GENERAL Total:	289.00
				Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:	289.00
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC					
Fund: 111 - GENERAL					
VEH MAINT PARK	VEHICLE MAINTENANCE				6.33
VEH MAINT PARK	VEHICLE MAINTENANCE				6.33
VEH MAINT PARK	VEHICLE MAINTENANCE				91.97
				Fund 111 - GENERAL Total:	104.63
Fund: 631 - WASTEWATER					
EQUIPMENT	EQUIPMENT				27,361.00
				Fund 631 - WASTEWATER Total:	27,361.00
Fund: 641 - WATER					
EQUIPMENT	EQUIPMENT				26,361.00
				Fund 641 - WATER Total:	26,361.00
Fund: 725 - CENTRAL GARAGE					
PARKS #323- CLUSTER LENS	EQUIPMENT MAINTENANCE				84.00
				Fund 725 - CENTRAL GARAGE Total:	84.00
				Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:	53,910.63
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				650.00
				Fund 713 - CASH & INVESTMENT POOL Total:	650.00
				Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	650.00
Vendor: 00108 - SCOTTSBLUFF WINSUPPLY COMPANY					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				339.46
				Fund 641 - WATER Total:	339.46
				Vendor 00108 - SCOTTSBLUFF WINSUPPLY COMPANY Total:	339.46
Vendor: 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE					
Fund: 224 - ECONOMIC DEVELOPMENT					
MEMBERSHIP	MEMBERSHIPS				6,526.00
DUES	MEMBERSHIPS				35.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	6,561.00
				Vendor 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE Total:	6,561.00
Vendor: 00684 - SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
LEGAL FEES-PD	LEGAL FEES				9.00
LEGAL FEES-PD	LEGAL FEES				22.88
LEGAL FEES-PD	LEGAL FEES				31.42
LEGAL FEES-PD	LEGAL FEES				9.00
LEGAL FEES-PD	LEGAL FEES				9.00
LEGAL FEES-PD	LEGAL FEES				31.42
LEGAL FEES-PD	LEGAL FEES				9.00
LEGAL FEES-PD	LEGAL FEES				22.88
LEGAL FEES-PD	LEGAL FEES				42.40
LEGAL FEES-PD	LEGAL FEES				25.32
LEGAL FEES-PD	LEGAL FEES				16.98

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
LEGAL FEES-PD	LEGAL FEES				9.00
LEGAL FEES-PD	LEGAL FEES				9.00
LEGAL FEES-PD	LEGAL FEES				21.66
LEGAL FEES-PD	LEGAL FEES				9.00
LEGAL FEES-PD	LEGAL FEES				44.84
LEGAL FEES-PD	LEGAL FEES				21.66
LEGAL FEES-PD	LEGAL FEES				9.00
LEGAL FEES-PD	LEGAL FEES				9.00
LEGAL FEES-PD	LEGAL FEES				25.32
LEGAL FEES-PD	LEGAL FEES				22.88
LEGAL FEES-PD	LEGAL FEES				9.00
LEGAL FEES-PD	LEGAL FEES				22.88
LEGAL FEES-PD	LEGAL FEES				9.00
LEGAL FEES-PD	LEGAL FEES				31.42
LEGAL FEES-PD	LEGAL FEES				9.00
LEGAL FEES-PD	LEGAL FEES				20.44
LEGAL FEES-PD	LEGAL FEES				66.80
LEGAL FEES-PD	LEGAL FEES				9.00
LEGAL FEES-PD	LEGAL FEES				9.66
Fund 111 - GENERAL Total:					597.86
Vendor 00684 - SHERIFF'S OFFICE Total:					597.86

Vendor: 01031 - SIMON CONTRACTORS

Fund: 212 - TRANSPORTATION

SAND FOR ICE SLICER	STREET REPAIR SUPPLIES				143.85
SNOW HAUL	CONTRACTUAL SERVICES				8,265.00
SAND FOR ICE SLICER	STREET REPAIR SUPPLIES				72.35
Fund 212 - TRANSPORTATION Total:					8,481.20
Vendor 01031 - SIMON CONTRACTORS Total:					8,481.20

Vendor: 02918 - SIRSI CORPORATION

Fund: 111 - GENERAL

Cont. srvc.	CONTRACTUAL SERVICES				1,169.98
Fund 111 - GENERAL Total:					1,169.98
Vendor 02918 - SIRSI CORPORATION Total:					1,169.98

Vendor: 00513 - SNELL SERVICES INC.

Fund: 111 - GENERAL

BLDG MAING PARK	BUILDING MAINTENANCE				959.53
Bldg. main.	BUILDING MAINTENANCE				525.00
Fund 111 - GENERAL Total:					1,484.53
Fund: 621 - ENVIRONMENTAL SERVICES					
REPAIRS TO CHEATER- TIMING...	BUILDING MAINTENANCE				225.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					225.00
Vendor 00513 - SNELL SERVICES INC. Total:					1,709.53

Vendor: 09772 - SONNY'S TOWING

Fund: 111 - GENERAL

TOW SERVICE-PD	CONTRACTUAL SERVICES				95.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				95.00
Fund 111 - GENERAL Total:					190.00
Vendor 09772 - SONNY'S TOWING Total:					190.00

Vendor: 09663 - SOUNDSLEEPER SECURITY INC.

Fund: 111 - GENERAL

CONTRACTUAL-PD	CONTRACTUAL SERVICES				14.95
Fund 111 - GENERAL Total:					14.95
Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:					14.95

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00054 - STATE HEALTH LAB					
Fund: 641 - WATER					
SAMPLES	SAMPLES				416.00
				Fund 641 - WATER Total:	416.00
				Vendor 00054 - STATE HEALTH LAB Total:	416.00
Vendor: 01235 - STATE OF NE.					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
				Fund 111 - GENERAL Total:	735.00
				Vendor 01235 - STATE OF NE. Total:	735.00
Vendor: 09346 - SUHOR INDUSTRIES, INC.					
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				110.00
DEPT SUPP	DEPARTMENT SUPPLIES				110.00
				Fund 213 - CEMETERY Total:	220.00
				Vendor 09346 - SUHOR INDUSTRIES, INC. Total:	220.00
Vendor: 01578 - THOMPSON GLASS, INC					
Fund: 111 - GENERAL					
VEH MAINT PARK	VEHICLE MAINTENANCE				238.20
				Fund 111 - GENERAL Total:	238.20
				Vendor 01578 - THOMPSON GLASS, INC Total:	238.20
Vendor: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 725 - CENTRAL GARAGE					
TRANS STOCK- SCREWS, WEAR ... EQUIPMENT MAINTENANCE					633.51
				Fund 725 - CENTRAL GARAGE Total:	633.51
				Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:	633.51
Vendor: 00568 - TWIN CITY AUTO, INC					
Fund: 212 - TRANSPORTATION					
SPRING KIT FOR PICKUP	VEHICLE MAINTENANCE				12.12
				Fund 212 - TRANSPORTATION Total:	12.12
				Vendor 00568 - TWIN CITY AUTO, INC Total:	12.12
Vendor: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
UB ONLINE 1/1/20 - 1/31/20	CONTRACTUAL SERVICES				116.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	116.00
Fund: 631 - WASTEWATER					
UB ONLINE 1/1/20 - 1/31/20	CONTRACTUAL SERVICES				116.00
				Fund 631 - WASTEWATER Total:	116.00
Fund: 641 - WATER					
UB ONLINE 1/1/20 - 1/31/20	CONTRACTUAL SERVICES				116.00
				Fund 641 - WATER Total:	116.00
				Vendor 08821 - TYLER TECHNOLOGIES, INC Total:	348.00
Vendor: 09865 - UNION BANK & TRUST					
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT	REGULAR RETIRE EE PAY				7,485.73
RETIREMENT	REGULAR RETIRE EE PAY				7,769.79
RETIREMENT	DEFERRED COMP EE PAY				2,581.40
RETIREMENT	DEFERRED COMP EE PAY				740.00
RETIREMENT	RETIRE FIRE EE PAYABLE				2,524.25

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
RETIREMENT	RETIRE FIRE EE PAYABLE				4,718.48
RETIREMENT	RETIRE POLICE EE PAY				5,450.02
RETIREMENT	RETIRE POLICE EE PAY				5,824.89
Fund 713 - CASH & INVESTMENT POOL Total:					37,094.56
Vendor 09865 - UNION BANK & TRUST Total:					37,094.56

Vendor: 08828 - US BANK

Fund: 111 - GENERAL					
Prgm.	PROGRAMMING				1.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				147.45
REPLACEMENT SIDE MIRROR F...	DEPARTMENT SUPPLIES				40.00
REFUND - TAX CLASS (HILYARD)	SCHOOL & CONFERENCE				-448.00
GASOLINE-PD	GASOLINE				15.74
XTS 3000 RADIOS FOR SPARES	DEPARTMENT SUPPLIES				720.00
WEBINARS FOR NEW TAX FOR...	SCHOOL & CONFERENCE				409.00
GASOLINE-PD	GASOLINE				29.75
SPARE EXTRICATION GLOVES	DEPARTMENT SUPPLIES				115.48
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				294.00
GASOLINE-PD	GASOLINE				33.87
TYLER FORMS & FORMS FULFIL...	DEPARTMENT SUPPLIES				354.07
UNIFORMS-PD	UNIFORMS & CLOTHING				45.98
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES				133.08
GASOLINE	GASOLINE				32.00
SHIFT CALENDARS FOR 2020	DEPARTMENT SUPPLIES				119.20
TRAVEL FOR VIGILANT GUARD	SCHOOL & CONFERENCE				168.30
GASOLINE	GASOLINE				30.00
GASOLINE-PD	GASOLINE				32.21
GFOA CONFERENCE - CLASSES -...	SCHOOL & CONFERENCE				320.00
SCHOOL & CONF PARK	SCHOOL & CONFERENCE				69.76
GFOA CONFERENCE REGISTRAT...	SCHOOL & CONFERENCE				420.00
SCHOOL & CONF PARK	SCHOOL & CONFERENCE				80.00
SCHOOL & CONF PARK	SCHOOL & CONFERENCE				80.00
CODE STANDARDS REFERENCE...	DEPARTMENT SUPPLIES				117.00
SHIPPING FOR CODE STANDAR...	DEPARTMENT SUPPLIES				9.75
C10 INTERNATIONAL KITCHEN ...	DEPARTMENT SUPPLIES				30.00
PAYPAL - GIS JOB CLEARINGHO...	RECRUITMENT				25.00
POSTAGE	POSTAGE				7.15
Prgm.	PROGRAMMING				3.00
TRAVEL FOR TRAINING	SCHOOL & CONFERENCE				-20.67
SCHOOL & CONF PARK	SCHOOL & CONFERENCE				400.00
NACO CONFERENCE REGISTRAT...	SCHOOL & CONFERENCE				-125.00
Fund 111 - GENERAL Total:					3,689.12
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				47.31
Fund 213 - CEMETERY Total:					47.31
Fund: 218 - PUBLIC SAFETY					
TRAFFIC ADVISOR EMERGENCY ...	EQUIPMENT				811.94
EMERGENCY SCENE LIGHTS- N...	EQUIPMENT				689.97
SIREN AND SPEAKER- NEW UNIT..	EQUIPMENT				69.48
Fund 218 - PUBLIC SAFETY Total:					1,571.39
Fund: 224 - ECONOMIC DEVELOPMENT					
MEMBERSHIP	MEMBERSHIPS				180.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					180.00
Fund: 621 - ENVIRONMENTAL SERVICES					
REPAIRS - SANITATION DEPT	VEHICLE MAINTENANCE				1,301.21
Fund 621 - ENVIRONMENTAL SERVICES Total:					1,301.21
Fund: 661 - STORMWATER					
MEMBERSHIPS	MEMBERSHIPS				35.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONTRACTUAL SVC	CONTRACTUAL SERVICES				4.99
				Fund 661 - STORMWATER Total:	39.99
				Vendor 08828 - US BANK Total:	6,829.02
Vendor: 00110 - VOGEL WEST, INC					
Fund: 212 - TRANSPORTATION					
PARTS FOR SNOW BLOWER - S...	EQUIPMENT MAINTENANCE				110.44
				Fund 212 - TRANSPORTATION Total:	110.44
				Vendor 00110 - VOGEL WEST, INC Total:	110.44
Vendor: 10109 - WATERBED SHOWCASE INC					
Fund: 111 - GENERAL					
FIVE MATTRESSES FOR STATION...	DEPARTMENT SUPPLIES				1,100.00
				Fund 111 - GENERAL Total:	1,100.00
				Vendor 10109 - WATERBED SHOWCASE INC Total:	1,100.00
Vendor: 10011 - WATSON MACKENZIE					
Fund: 111 - GENERAL					
ADV TRAVEL FOR CONFERENCE	SCHOOL & CONFERENCE				52.00
				Fund 111 - GENERAL Total:	52.00
				Vendor 10011 - WATSON MACKENZIE Total:	52.00
Vendor: 00213 - WESTERN COOPERATIVE COMPANY					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				103.15
				Fund 631 - WASTEWATER Total:	103.15
				Vendor 00213 - WESTERN COOPERATIVE COMPANY Total:	103.15
Vendor: 08851 - WHITING SIGNS					
Fund: 111 - GENERAL					
DECALS FOR FIRE APPARATUS ...	DEPARTMENT SUPPLIES				1,937.46
				Fund 111 - GENERAL Total:	1,937.46
				Vendor 08851 - WHITING SIGNS Total:	1,937.46
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				99.92
				Fund 212 - TRANSPORTATION Total:	99.92
Fund: 621 - ENVIRONMENTAL SERVICES					
REFIL FIRST AID KIT	DEPARTMENT SUPPLIES				59.38
				Fund 621 - ENVIRONMENTAL SERVICES Total:	59.38
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- FIRST AID KI...	DEPARTMENT SUPPLIES				25.27
				Fund 725 - CENTRAL GARAGE Total:	25.27
				Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:	184.57
Vendor: 09750 - WYOMING WATER DEVELOPMENT OFF					
Fund: 641 - WATER					
PAWS FEASIBILITY STUDY	CONTRACTUAL SERVICES				1,330.00
PAWS FEASIBILITY STUDY	CONTRACTUAL SERVICES				3,236.25
				Fund 641 - WATER Total:	4,566.25
				Vendor 09750 - WYOMING WATER DEVELOPMENT OFF Total:	4,566.25
Vendor: 03379 - ZM LUMBER INC					
Fund: 111 - GENERAL					
DEPT SUPP PARK	DEPARTMENT SUPPLIES				56.33

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPP PARK	DEPARTMENT SUPPLIES				20.89
Fund 111 - GENERAL Total:					77.22
Vendor 03379 - ZM LUMBER INC Total:					77.22
Grand Total:					744,692.65

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	46,757.95	193.70
212 - TRANSPORTATION	32,647.52	0.00
213 - CEMETERY	603.03	0.00
215 - SPECIAL PROJECTS	127.84	0.00
218 - PUBLIC SAFETY	33,360.77	0.00
224 - ECONOMIC DEVELOPMENT	96,813.18	0.00
621 - ENVIRONMENTAL SERVICES	19,813.66	359.87
631 - WASTEWATER	45,131.27	359.86
641 - WATER	79,848.05	23,496.16
661 - STORMWATER	755.75	593.21
713 - CASH & INVESTMENT POOL	107,057.31	107,057.31
721 - GIS SERVICES	3,035.17	0.00
725 - CENTRAL GARAGE	7,476.29	0.00
812 - HEALTH INSURANCE	271,264.86	271,264.86
Grand Total:	744,692.65	403,324.97

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	193.70	193.70
111-52111-111	DEPARTMENT SUPPLIES	697.14	0.00
111-52111-116	DEPARTMENT SUPPLIES	7,702.50	0.00
111-52111-141	DEPARTMENT SUPPLIES	5,314.70	0.00
111-52111-142	DEPARTMENT SUPPLIES	380.26	0.00
111-52111-151	DEPARTMENT SUPPLIES	220.07	0.00
111-52111-171	DEPARTMENT SUPPLIES	822.28	0.00
111-52121-151	JANITORIAL SUPPLIES	251.40	0.00
111-52121-171	JANITORIAL SUPPLIES	454.65	0.00
111-52163-142	INVESTIGATIVE EXPENSES	165.08	0.00
111-52181-142	UNIFORMS & CLOTHING	567.19	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	174.12	0.00
111-52222-151	BOOKS	125.35	0.00
111-52223-151	PROGRAMMING	25.57	0.00
111-52311-111	MEMBERSHIPS	150.00	0.00
111-52311-121	MEMBERSHIPS	135.00	0.00
111-52311-142	MEMBERSHIPS	250.00	0.00
111-52411-111	POSTAGE	3.80	0.00
111-52411-121	POSTAGE	28.00	0.00
111-52411-141	POSTAGE	21.90	0.00
111-52411-143	POSTAGE	7.15	0.00
111-52511-142	GASOLINE	111.57	0.00
111-52511-143	GASOLINE	62.00	0.00
111-53111-116	CONTRACTUAL SERVICES	218.00	0.00
111-53111-121	CONTRACTUAL SERVICES	1,035.00	0.00
111-53111-142	CONTRACTUAL SERVICES	1,753.95	0.00
111-53111-151	CONTRACTUAL SERVICES	1,579.97	0.00
111-53211-142	LEGAL FEES	886.86	0.00
111-53211-171	LEGAL FEES	22.00	0.00
111-53421-111	BUILDING MAINTENANCE	7,165.71	0.00
111-53421-141	BUILDING MAINTENANCE	107.50	0.00
111-53421-142	BUILDING MAINTENANCE	27.50	0.00
111-53421-151	BUILDING MAINTENANCE	525.00	0.00
111-53421-171	BUILDING MAINTENANCE	1,029.29	0.00
111-53441-111	EQUIPMENT MAINTENAN...	133.53	0.00
111-53441-142	EQUIPMENT MAINTENAN...	625.70	0.00
111-53441-171	EQUIPMENT MAINTENAN...	1,144.05	0.00
111-53451-141	VEHICLE MAINTENANCE	73.26	0.00
111-53451-142	VEHICLE MAINTENANCE	8.50	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53451-171	VEHICLE MAINTENANCE	1,541.40	0.00
111-53471-171	GROUNDS MAINTENANCE	787.65	0.00
111-53521-111	HEATING FUEL	455.87	0.00
111-53521-141	HEATING FUEL	397.85	0.00
111-53521-142	HEATING FUEL	544.73	0.00
111-53521-151	HEATING FUEL	431.34	0.00
111-53521-171	HEATING FUEL	604.42	0.00
111-53521-172	HEATING FUEL	117.35	0.00
111-53561-111	PHONE & INTERNET	243.57	0.00
111-53561-112	PHONE & INTERNET	72.92	0.00
111-53561-114	PHONE & INTERNET	38.13	0.00
111-53561-115	PHONE & INTERNET	39.45	0.00
111-53561-116	PHONE & INTERNET	160.00	0.00
111-53561-121	PHONE & INTERNET	144.09	0.00
111-53561-141	PHONE & INTERNET	334.10	0.00
111-53561-142	PHONE & INTERNET	2,324.77	0.00
111-53561-143	PHONE & INTERNET	82.29	0.00
111-53561-151	PHONE & INTERNET	437.54	0.00
111-53561-171	PHONE & INTERNET	202.76	0.00
111-53561-172	PHONE & INTERNET	13.05	0.00
111-53571-141	CELLULAR PHONE	269.28	0.00
111-53711-111	SCHOOL & CONFERENCE	891.30	0.00
111-53711-112	SCHOOL & CONFERENCE	409.00	0.00
111-53711-142	SCHOOL & CONFERENCE	392.96	0.00
111-53711-143	SCHOOL & CONFERENCE	22.63	0.00
111-53711-151	SCHOOL & CONFERENCE	104.00	0.00
111-53711-171	SCHOOL & CONFERENCE	629.76	0.00
111-53721-151	BUSINESS TRAVEL	109.95	0.00
111-53811-142	BONDING	70.00	0.00
111-53841-142	VEHICLE INSURANCE	661.54	0.00
111-53913-112	RECRUITMENT	25.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,890.83	0.00
212-52171-212	STREET REPAIR SUPPLIES	13,136.06	0.00
212-53111-212	CONTRACTUAL SERVICES	8,280.50	0.00
212-53121-212	CONSULTING SERVICES	1,193.75	0.00
212-53421-212	BUILDING MAINTENANCE	119.00	0.00
212-53441-212	EQUIPMENT MAINTENAN...	5,811.83	0.00
212-53451-212	VEHICLE MAINTENANCE	25.50	0.00
212-53521-212	HEATING FUEL	1,727.46	0.00
212-53561-212	PHONE & INTERNET	462.59	0.00
213-52111-213	DEPARTMENT SUPPLIES	380.64	0.00
213-52999-213	MISCELLANEOUS	20.00	0.00
213-53211-213	LEGAL FEES	130.00	0.00
213-53561-213	PHONE & INTERNET	72.39	0.00
215-52111-142	DEPARTMENT SUPPLIES	127.84	0.00
218-52111-142	DEPARTMENT SUPPLIES	252.38	0.00
218-54411-141	EQUIPMENT	1,571.39	0.00
218-54411-142	EQUIPMENT	31,537.00	0.00
224-52311-114	MEMBERSHIPS	6,741.00	0.00
224-53561-113	PHONE & INTERNET	72.18	0.00
224-59111-114	ECONOMIC DEVELOPME...	90,000.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	897.71	0.00
621-52411-621	POSTAGE	359.87	359.87
621-53111-621	CONTRACTUAL SERVICES	244.70	0.00
621-53193-621	DISPOSAL FEES	14,491.04	0.00
621-53421-621	BUILDING MAINTENANCE	320.00	0.00
621-53441-621	EQUIPMENT MAINTENAN...	237.00	0.00
621-53451-621	VEHICLE MAINTENANCE	2,546.57	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
621-53521-621	HEATING FUEL	547.66	0.00
621-53561-621	PHONE & INTERNET	169.11	0.00
631-52111-631	DEPARTMENT SUPPLIES	29.99	0.00
631-52181-631	UNIFORMS & CLOTHING	79.98	0.00
631-52411-631	POSTAGE	359.86	359.86
631-53111-631	CONTRACTUAL SERVICES	1,202.12	0.00
631-53441-631	EQUIPMENT MAINTENAN...	172.88	0.00
631-53531-631	ELECTRIC POWER	15,028.80	0.00
631-53561-631	PHONE & INTERNET	157.51	0.00
631-53711-631	SCHOOL & CONFERENCE	-239.90	0.00
631-53841-631	VEHICLE INSURANCE	329.03	0.00
631-54411-631	EQUIPMENT	28,011.00	0.00
641-21311	SALES TAX PAYABLE	23,136.31	23,136.31
641-52111-641	DEPARTMENT SUPPLIES	339.46	0.00
641-52117-641	SAMPLES	738.00	0.00
641-52411-641	POSTAGE	406.40	359.85
641-52611-641	CHEMICALS	3,085.45	0.00
641-53111-641	CONTRACTUAL SERVICES	4,764.98	0.00
641-53421-641	BUILDING MAINTENANCE	95.47	0.00
641-53521-641	HEATING FUEL	132.80	0.00
641-53531-641	ELECTRIC POWER	9,804.89	0.00
641-53561-641	PHONE & INTERNET	184.96	0.00
641-53841-641	VEHICLE INSURANCE	352.55	0.00
641-54411-641	EQUIPMENT	36,806.78	0.00
661-21311	SALES TAX PAYABLE	593.21	593.21
661-52111-661	DEPARTMENT SUPPLIES	86.57	0.00
661-52311-661	MEMBERSHIPS	35.00	0.00
661-53111-661	CONTRACTUAL SERVICES	4.99	0.00
661-53561-661	PHONE & INTERNET	35.98	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,500.04	7,500.04
713-21513	FICA W/H EE PAYABLE	27,897.06	27,897.06
713-21514	FED W/H EE PAYABLE	21,599.17	21,599.17
713-21517	POL UNION DUES EE PAY	650.00	650.00
713-21518	FIRE UNION DUES EE PAY	225.00	225.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	146.50	146.50
713-21527	WAGE ATTACHMENT EE ...	441.84	441.84
713-21528	REGULAR RETIRE EE PAY	15,255.52	15,255.52
713-21529	DEFERRED COMP EE PAY	3,321.40	3,321.40
713-21531	RETIRE FIRE EE PAYABLE	7,242.73	7,242.73
713-21533	RETIRE POLICE EE PAY	11,274.91	11,274.91
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	1,845.18	1,845.18
713-21541	HSA EE PAYABLE	9,609.26	9,609.26
721-53111-721	CONTRACTUAL SERVICES	3,000.00	0.00
721-53561-721	PHONE & INTERNET	35.17	0.00
725-52111-725	DEPARTMENT SUPPLIES	640.08	0.00
725-52531-725	OIL & ANTIFREEZE	3,413.39	0.00
725-53441-725	EQUIPMENT MAINTENAN...	3,140.11	0.00
725-53521-725	HEATING FUEL	247.06	0.00
725-53561-725	PHONE & INTERNET	35.65	0.00
812-53862-112	CLAIMS EXPENSE	268,902.46	268,902.46
812-53863-112	FLEXIBLE BENFT EXPENSES	2,362.40	2,362.40
Grand Total:		744,692.65	403,324.97

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	744,402.27	403,324.97

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
2122852111	127.84	0.00
6002052111	86.57	0.00
6002052311	35.00	0.00
6002053111	4.99	0.00
6002053561	35.98	0.00
Grand Total:	744,692.65	403,324.97

UTILITY REFUNDS 1-6-2020

Account #	Contact	Service Address	Refund Amount
015-6776-01	STONE CREEK HOMEOWNERS ASSOC.	1 STONEY CREEK DR SCOTTSBLUFF NE 69361	1476.85
015-6922-02	ENEDELIA PARRA	210084 WILLIAMS DR SCOTTSBLUFF NE 69361	30.46
075-3362-09	ALYSE ECKERT	2114 5TH AVE SCOTTSBLUFF NE 69361	18.2
080-0113-00	SALVADOR MUNOZ	1201 3RD AVE SCOTTSBLUFF NE 69361	15.92
4			\$1,541.43

City of Scottsbluff, Nebraska

Monday, January 6, 2020

Regular Meeting

Item Fin Rep1

Council to receive the November 2019 Financial Report.

Staff Contact: Liz Hilyard, Finance Director

City of Scottsbluff

FUND EQUITY IN CASH - YEAR TO DATE

FOR THE TWO MONTHS ENDED NOVEMBER 30, 2019 AND 2018

Fund	Fund #	NOVEMBER 30, 2018 NET CHANGE IN CASH	NOVEMBER 30, 2019 NET CHANGE IN CASH	
General	111	\$ (159,550.18)	\$ (153,835.26)	ANNUAL INSURANCE PAYMENTS, OPERATIONS, E OVERLAND GRANTS
Regional Library	211	948.82	934.98	
Transportation	212	(1,452,889.10)	(662,840.00)	BOND PAYMENTS
Cemetery	213	(26,561.49)	(30,306.11)	OPERATIONS
Cemetery Perp Care	214	10,049.84	28,467.15	
Special Projects	215	5,733.64	1,095,590.29	HAIL INSURANCE PROCEEDS
Business Improvement	216	14,141.21	3,881.13	
Public Safety	218	(84,517.38)	(2,189.22)	HAIL INSURANCE PROCEEDS, LESS ANNUAL COMM CENTER PAYMENT
Scb Industrial Sites	219	(1,402.52)	1,770.61	
Keno	223	(33,049.71)	(4,227.12)	BALLON FEST PMT, PURCHASE PLAYGROUND EQUIPMENT
Economic Development	224	(115,244.43)	273,473.59	
Mutual Fire Organization	225	(18,333.39)	60,562.45	
Debt Service	311	(664,776.23)	(581,586.77)	BOND PAYMENTS
TIF	321	(179,951.06)	(168,491.00)	BONDHOLDER PAYMENTS
CDBG	411	(171.73)	467.11	
Leasing Corporation	412	(37.55)	102.03	
Capital Projects	511	3,299.46	6,802.42	
Environmental Services	621	42,073.03	53,255.67	
Wastewater	631	(280,455.84)	180,713.42	
Water	641	127,914.08	109,167.82	
Electric	651	(8,005.30)	21,773.26	
Stormwater	661	(220,716.34)	(89,290.34)	BOND PAYMENTS
GIS	721	(13,986.32)	(11,210.29)	ANNUAL SOFTWARE SUPPORT
Central Garage	725	(64,388.12)	(37,834.97)	INTERNAL SERVICE FUND
Unemployment Comp	811	(373.81)	981.49	
Health Insurance	812	23,594.32	(88,656.51)	CLAIMS IN EXCESS OF REINSURANCE
TOTAL		\$ (3,096,656.10)	\$ 7,475.83	

City of Scottsbluff

Fund Equity in Cash
November 30, 2019

Fund	Fund #	2 YRS PRIOR November 30, 2017	PRIOR YEAR November 30, 2018	PRIOR MONTH October 31, 2019	CURRENT MONTH November 30, 2019	MONTHLY CHANGE IN CASH	
General	111	\$ 4,758,305.65	\$ 5,962,141.82	\$ 6,988,316.60	\$ 7,289,775.64	\$ 301,459.04	
Regional Library	211	46,969.53	50,286.98	51,906.50	52,778.12	\$ 871.62	
Transportation	212	1,868,523.55	2,945,059.13	3,305,509.33	2,649,657.58	\$ (655,851.75)	bond payments
Cemetery	213	(9,887.05)	20,638.44	58,979.29	53,414.36	\$ (5,564.93)	
Cemetery Perp Care	214	681,268.82	735,828.27	720,735.97	737,094.87	\$ 16,358.90	
Special Projects	215	258,072.71	125,895.24	192,157.32	1,267,646.70	\$ 1,075,489.38	insurance proceeds - hail damage to bldgs/structures
Business Improvement	216	241,495.98	280,558.44	253,899.24	257,481.41	\$ 3,582.17	
Public Safety	218	334,537.96	336,951.29	357,114.57	456,011.26	\$ 98,896.69	insurance proceeds - hail damage to PS vehicles
Scb Industrial Sites	219	321,858.15	168,330.00	68,777.49	70,626.15	\$ 1,848.66	
Keno	223	209,412.33	228,261.92	166,246.39	174,378.78	\$ 8,132.39	
Economic Development	224	5,494,638.90	4,294,305.00	4,325,867.78	4,497,194.91	\$ 171,327.13	
Mutual Fire Organization	225	280,729.75	260,326.44	336,259.98	393,266.99	\$ 57,007.01	
Debt Service	311	2,534,603.57	2,695,296.52	3,625,166.50	2,998,279.03	\$ (626,887.47)	bond payments
TIF	321	218,557.34	192,236.22	196,828.44	201,767.73	\$ 4,939.29	
CDBG	411	30,557.30	30,807.30	31,420.10	31,848.86	\$ 428.76	
Leasing Corporation	412	6,728.15	6,737.90	6,851.59	6,945.26	\$ 93.67	
Capital Projects	511	59,448.47	81,203.88	89,558.90	92,685.88	\$ 3,126.98	
Environmental Services	621	1,013,233.99	1,729,509.08	2,482,477.67	2,616,990.83	\$ 134,513.16	
Wastewater	631	2,585,739.10	2,325,722.99	2,633,480.74	2,826,095.42	\$ 192,614.68	
Water	641	1,933,658.92	2,035,988.82	2,498,394.02	2,566,993.28	\$ 68,599.26	
Electric	651	1,424,378.88	1,436,032.12	1,464,596.70	1,484,582.26	\$ 19,985.56	
Stormwater	661	607,793.36	641,861.03	572,988.19	518,765.15	\$ (54,223.04)	bond payments
GIS	721	23,313.40	45,579.88	74,526.84	69,877.50	\$ (4,649.34)	annual software support payment
Central Garage	725	(131,959.47)	(304,089.73)	(423,988.84)	(435,766.38)	\$ (11,777.54)	internal service fund
Unemployment Comp	811	66,510.28	67,054.42	68,353.06	69,286.24	\$ 933.18	
Health Insurance	812	1,432,344.68	1,901,648.82	2,483,891.82	2,399,028.42	\$ (84,863.40)	claims in excess of re-insurance
TOTAL		\$ 26,290,834.25	\$ 28,294,172.22	\$ 32,630,316.19	\$ 33,346,706.25	\$ 716,390.06	



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

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	November 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
400 - Taxes	887,094.83	863,720.33	4,976,116.00	480,936.71	974,603.34	4,001,512.66	80 %
412 - Intergovernmental	480.38	742.18	0.00	2,904.73	2,904.73	(2,904.73)	0 %
420 - Charges for Services	49,821.96	61,392.53	470,550.00	37,162.75	77,672.38	392,877.62	83 %
460 - Investment Income	6,715.60	17,930.60	50,000.00	7,494.97	16,024.99	33,975.01	68 %
470 - Miscellaneous Revenues	27,303.63	10,717.60	33,185.00	32,705.83	35,240.93	(2,055.93)	-6 %
480 - Other Financing Uses	789,747.27	776,970.55	2,877,000.00	225,672.47	505,134.22	2,371,865.78	82 %
111 - GENERAL Totals:	1,761,163.67	1,731,473.79	8,406,851.00	786,877.46	1,611,580.59	0.00	81 %
<u>211 - REGIONAL LIBRARY</u>							
460 - Investment Income	70.30	156.10	400.00	54.26	117.62	282.38	71 %
470 - Miscellaneous Revenues	170.80	1,226.20	1,000.00	179.55	179.55	820.45	82 %
211 - REGIONAL LIBRARY Totals:	241.10	1,382.30	1,400.00	233.81	297.17	0.00	79 %
<u>212 - TRANSPORTATION</u>							
400 - Taxes	420,338.16	426,095.76	2,917,932.00	245,705.19	513,905.19	2,404,026.81	82 %
412 - Intergovernmental	0.00	0.00	293,404.00	0.00	0.00	293,404.00	100 %
420 - Charges for Services	1,860.00	0.00	0.00	0.00	1,862.50	(1,862.50)	0 %
460 - Investment Income	3,312.63	11,428.03	10,000.00	2,724.24	6,758.98	3,241.02	32 %
470 - Miscellaneous Revenues	2,165.11	6,108.00	0.00	23.10	37,544.40	(37,544.40)	0 %
480 - Other Financing Uses	0.00	0.00	1,700,000.00	18,520.98	18,520.98	1,681,479.02	99 %
212 - TRANSPORTATION Totals:	427,675.90	443,631.79	4,921,336.00	266,973.51	578,592.05	0.00	88 %
<u>213 - CEMETERY</u>							
420 - Charges for Services	6,900.00	10,600.00	53,800.00	1,750.00	5,000.00	48,800.00	91 %
460 - Investment Income	0.00	78.09	100.00	54.92	126.91	(26.91)	-27 %
470 - Miscellaneous Revenues	7,785.00	8,600.00	33,000.00	5,250.00	8,400.00	24,600.00	75 %
480 - Other Financing Uses	0.00	0.00	140,000.00	0.00	0.00	140,000.00	100 %
213 - CEMETERY Totals:	14,685.00	19,278.09	226,900.00	7,054.92	13,526.91	0.00	94 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
400 - Taxes	12,240.66	10,052.18	165,000.00	5,424.92	15,053.43	149,946.57	91 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	November 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
420 - Charges for Services	2,600.00	4,000.00	17,000.00	1,000.00	2,600.00	14,400.00	85 %
460 - Investment Income	1,015.94	2,299.89	4,000.00	757.84	1,637.58	2,362.42	59 %
214 - CEMETARY PERPETUAL CARE Totals:	15,856.60	16,352.07	186,000.00	7,182.76	19,291.01	0.00	90 %
<u>215 - SPECIAL PROJECTS</u>							
400 - Taxes	18,539.93	11,634.96	0.00	7,407.51	16,794.87	(16,794.87)	0 %
412 - Intergovernmental	0.00	34,572.54	0.00	0.00	0.00	0.00	0 %
450 - Contributions & Donations	112.00	160.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	380.46	447.79	1,000.00	1,303.33	1,537.88	(537.88)	-54 %
470 - Miscellaneous Revenues	0.00	823.75	500,000.00	1,075,360.66	1,085,839.66	(585,839.66)	-117 %
215 - SPECIAL PROJECTS Totals:	19,032.39	47,639.04	501,000.00	1,084,071.50	1,104,172.41	0.00	-120 %
<u>216 - BUSINESS IMPROVEMENT</u>							
400 - Taxes	5,414.81	5,928.26	54,300.00	59.41	133.88	54,166.12	100 %
412 - Intergovernmental	0.00	25,258.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	362.95	861.94	1,500.00	264.73	574.64	925.36	62 %
216 - BUSINESS IMPROVEMENT Totals:	5,777.76	32,048.20	55,800.00	324.14	708.52	0.00	99 %
<u>218 - PUBLIC SAFETY</u>							
400 - Taxes	15,958.20	13,105.08	216,000.00	7,072.48	19,625.20	196,374.80	91 %
412 - Intergovernmental	731.38	1,097.07	0.00	1,030.59	3,568.09	(3,568.09)	0 %
460 - Investment Income	602.87	1,060.15	2,000.00	468.85	904.75	1,095.25	55 %
470 - Miscellaneous Revenues	0.00	0.00	0.00	118,981.67	118,981.67	(118,981.67)	0 %
218 - PUBLIC SAFETY Totals:	17,292.45	15,262.30	218,000.00	127,553.59	143,079.71	0.00	34 %
<u>219 - INDUSTRIAL SITES</u>							
460 - Investment Income	481.89	529.25	200.00	72.61	156.56	43.44	22 %
219 - INDUSTRIAL SITES Totals:	481.89	529.25	200.00	72.61	156.56	0.00	22 %
<u>223 - KENO</u>							
460 - Investment Income	315.43	705.89	1,000.00	179.29	382.21	617.79	62 %
470 - Miscellaneous Revenues	12,443.39	12,915.58	70,000.00	6,352.06	11,547.42	58,452.58	84 %
223 - KENO Totals:	12,758.82	13,621.47	71,000.00	6,531.35	11,929.63	0.00	83 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
400 - Taxes	166,203.87	162,066.12	849,991.00	101,244.00	192,744.33	657,246.67	77 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	November 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
460 - Investment Income	8,175.45	13,795.47	30,000.00	4,623.78	9,903.98	20,096.02	67 %
470 - Miscellaneous Revenues	17,727.62	28,043.90	324,253.00	26,412.75	52,825.50	271,427.50	84 %
224 - ECONOMIC DEVELOPMENT Totals:	192,106.94	203,905.49	1,204,244.00	132,280.53	255,473.81	0.00	79 %
<u>225 - MUTUAL FIRE</u>							
412 - Intergovernmental	285,715.00	0.00	0.00	0.00	3,145.00	(3,145.00)	0 %
460 - Investment Income	396.55	847.61	2,000.00	404.34	814.78	1,185.22	59 %
470 - Miscellaneous Revenues	52,848.00	0.00	94,507.00	52,848.00	52,848.00	41,659.00	44 %
225 - MUTUAL FIRE Totals:	338,959.55	847.61	96,507.00	53,252.34	56,807.78	0.00	41 %
<u>311 - DEBT SERVICE</u>							
400 - Taxes	33,914.94	31,133.45	946,741.00	8,756.03	49,631.81	897,109.19	95 %
460 - Investment Income	4,320.32	9,676.07	20,000.00	3,082.67	7,507.59	12,492.41	62 %
470 - Miscellaneous Revenues	3,037.08	5,432.82	103,409.00	0.00	0.00	103,409.00	100 %
480 - Other Financing Uses	0.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00	100 %
311 - DEBT SERVICE Totals:	41,272.34	46,242.34	2,070,150.00	11,838.70	57,139.40	0.00	97 %
<u>321 - TIF PROJECTS</u>							
400 - Taxes	14,491.38	0.00	439,457.00	0.00	0.00	439,457.00	100 %
460 - Investment Income	315.01	606.42	1,300.00	207.45	447.70	852.30	66 %
480 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
321 - TIF PROJECTS Totals:	14,806.39	606.42	740,757.00	207.45	447.70	0.00	100 %
<u>411 - CDBG</u>							
460 - Investment Income	45.87	96.73	300.00	32.75	71.10	228.90	76 %
411 - CDBG Totals:	45.87	96.73	300.00	32.75	71.10	0.00	76 %
<u>412 - LEASE CORPORATION</u>							
460 - Investment Income	10.11	21.15	50.00	7.14	15.50	34.50	69 %
480 - Other Financing Uses	675,300.99	681,845.74	689,395.00	682,350.67	682,350.67	7,044.33	1 %
412 - LEASE CORPORATION Totals:	675,311.10	681,866.89	689,445.00	682,357.81	682,366.17	0.00	1 %
<u>511 - CAPITAL PROJECTS FUND</u>							
400 - Taxes	4,533.58	3,723.03	59,000.00	2,009.23	5,575.35	53,424.65	91 %
460 - Investment Income	87.85	252.67	500.00	95.29	204.61	295.39	59 %
511 - CAPITAL PROJECTS FUND Totals:	4,621.43	3,975.70	59,500.00	2,104.52	5,779.96	0.00	90 %
<u>621 - ENVIRONMENTAL SERVICES</u>							

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	November 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
420 - Charges for Services	473,962.30	491,104.18	2,992,612.00	240,729.70	498,753.48	2,493,858.52	83 %
460 - Investment Income	1,459.62	5,305.77	5,000.00	2,690.65	5,720.79	(720.79)	-14 %
470 - Miscellaneous Revenues	46.42	0.00	500.00	0.00	0.00	500.00	100 %
480 - Other Financing Uses	0.00	0.00	0.00	2,984.95	2,984.95	(2,984.95)	0 %
621 - ENVIRONMENTAL SERVICES Totals:	475,468.34	496,409.95	2,998,112.00	246,405.30	507,459.22	0.00	83 %
<u>631 - WASTEWATER</u>							
420 - Charges for Services	443,806.84	452,779.95	2,680,016.00	228,024.71	458,150.37	2,221,865.63	83 %
440 - Rents	2,625.00	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	3,798.83	7,746.08	15,000.00	2,905.64	6,120.10	8,879.90	59 %
470 - Miscellaneous Revenues	0.00	20.00	0.00	0.00	0.00	0.00	0 %
480 - Other Financing Uses	0.00	0.00	0.00	11,235.18	11,235.18	(11,235.18)	0 %
631 - WASTEWATER Totals:	450,230.67	460,546.03	2,695,016.00	242,165.53	475,505.65	0.00	82 %
<u>641 - WATER</u>							
420 - Charges for Services	415,764.18	429,294.35	1,951,089.00	156,272.34	410,606.21	1,540,482.79	79 %
440 - Rents	5,656.30	5,907.99	39,788.00	3,294.12	6,411.23	33,376.77	84 %
460 - Investment Income	3,199.83	6,307.30	15,000.00	2,639.25	5,688.82	9,311.18	62 %
470 - Miscellaneous Revenues	4,451.16	5,660.96	5,000.00	6,939.72	9,182.12	(4,182.12)	-84 %
641 - WATER Totals:	429,071.47	447,170.60	2,010,877.00	169,145.43	431,888.38	0.00	79 %
<u>651 - ELECTRIC</u>							
460 - Investment Income	2,136.06	4,509.00	10,000.00	1,526.37	3,314.07	6,685.93	67 %
470 - Miscellaneous Revenues	789,747.27	776,970.55	2,700,000.00	225,672.47	505,134.22	2,194,865.78	81 %
651 - ELECTRIC Totals:	791,883.33	781,479.55	2,710,000.00	227,198.84	508,448.29	0.00	81 %
<u>661 - STORMWATER</u>							
420 - Charges for Services	11,541.59	14,556.33	117,600.00	8,729.05	17,612.70	99,987.30	85 %
460 - Investment Income	908.90	2,329.85	3,400.00	533.37	1,232.77	2,167.23	64 %
470 - Miscellaneous Revenues	0.00	0.00	8,407.00	0.00	12,750.00	(4,343.00)	-52 %
480 - Other Financing Uses	0.00	0.00	50,000.00	0.00	0.00	50,000.00	100 %
661 - STORMWATER Totals:	12,450.49	16,886.18	179,407.00	9,262.42	31,595.47	0.00	82 %
<u>713 - CASH & INVESTMENT POOL</u>							
460 - Investment Income	0.01	(0.01)	0.00	0.00	0.00	0.00	0 %
470 - Miscellaneous Revenues	0.00	9.80	0.00	(0.11)	(0.11)	0.11	0 %
713 - CASH & INVESTMENT POOL Totals:	0.01	9.79	0.00	(0.11)	(0.11)	0.00	0 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	November 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<u>721 - GIS SERVICES</u>							
460 - Investment Income	40.60	158.91	200.00	71.84	162.81	37.19	19 %
480 - Other Financing Uses	0.00	0.00	105,575.00	0.00	0.00	105,575.00	100 %
721 - GIS SERVICES Totals:	40.60	158.91	105,775.00	71.84	162.81	0.00	100 %
<u>725 - CENTRAL GARAGE</u>							
420 - Charges for Services	23,404.81	29,266.63	230,200.00	8,736.78	20,965.14	209,234.86	91 %
725 - CENTRAL GARAGE Totals:	23,404.81	29,266.63	230,200.00	8,736.78	20,965.14	0.00	91 %
<u>811 - UNEMPLOYMENT COMP</u>							
460 - Investment Income	99.75	210.54	500.00	71.24	154.67	345.33	69 %
811 - UNEMPLOYMENT COMP Totals:	99.75	210.54	500.00	71.24	154.67	0.00	69 %
<u>812 - HEALTH INSURANCE</u>							
460 - Investment Income	2,110.45	5,966.77	5,000.00	2,466.56	5,498.43	(498.43)	-10 %
470 - Miscellaneous Revenues	391,751.53	366,949.65	2,086,000.00	177,073.20	353,501.18	1,732,498.82	83 %
812 - HEALTH INSURANCE Totals:	393,861.98	372,916.42	2,091,000.00	179,539.76	358,999.61	0.00	83 %



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

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	November 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
<u>111 - GENERAL</u>							
500 - Personnel	1,307,997.33	1,322,698.68	6,828,099.00	484,024.47	1,281,807.95	5,546,291.05	81 %
503 - Supplies	46,377.00	46,754.42	474,300.00	16,547.58	38,885.33	435,414.67	92 %
504 - Contract Services	396,226.31	364,831.30	1,746,998.00	65,952.95	426,257.15	1,320,740.85	76 %
550 - Capital Outlay	16,608.44	0.00	1,995,000.00	0.00	0.00	1,995,000.00	100 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
111 - GENERAL Totals:	1,767,209.08	1,734,284.40	11,294,397.00	566,525.00	1,746,950.43	0.00	85 %
<u>211 - REGIONAL LIBRARY</u>							
503 - Supplies	50.86	0.00	12,500.00	0.00	0.00	12,500.00	100 %
504 - Contract Services	0.00	0.00	3,000.00	0.00	0.00	3,000.00	100 %
211 - REGIONAL LIBRARY Totals:	50.86	0.00	15,500.00	0.00	0.00	0.00	100 %
<u>212 - TRANSPORTATION</u>							
500 - Personnel	189,657.08	197,429.59	945,441.00	68,047.16	179,617.05	765,823.95	81 %
503 - Supplies	24,127.15	13,867.86	318,150.00	10,667.32	12,333.71	305,816.29	96 %
504 - Contract Services	317,015.04	115,786.93	1,038,769.00	71,215.33	122,883.93	915,885.07	88 %
550 - Capital Outlay	0.00	354,726.22	2,475,000.00	0.00	0.00	2,475,000.00	100 %
560 - Debt Service	472,927.50	848,240.89	850,833.05	826,423.28	826,423.28	24,409.77	3 %
570 - Other Financing Uses	0.00	0.00	255,675.00	0.00	0.00	255,675.00	100 %
212 - TRANSPORTATION Totals:	1,003,726.77	1,530,051.49	5,883,868.05	976,353.09	1,141,257.97	0.00	81 %
<u>213 - CEMETERY</u>							
500 - Personnel	29,207.25	31,409.17	159,504.00	10,491.00	30,306.80	129,197.20	81 %
503 - Supplies	576.28	1,418.18	22,500.00	1,284.83	2,026.94	20,473.06	91 %
504 - Contract Services	3,015.55	3,459.07	30,666.00	1,944.50	5,359.34	25,306.66	83 %
550 - Capital Outlay	0.00	0.00	6,000.00	0.00	0.00	6,000.00	100 %
213 - CEMETERY Totals:	32,799.08	36,286.42	218,670.00	13,720.33	37,693.08	0.00	83 %
<u>214 - CEMETARY PERPETUAL CARE</u>							
504 - Contract Services	0.00	0.00	500,000.00	0.00	0.00	500,000.00	100 %
570 - Other Financing Uses	0.00	0.00	140,000.00	0.00	0.00	140,000.00	100 %
214 - CEMETARY PERPETUAL CARE Totals:	0.00	0.00	640,000.00	0.00	0.00	0.00	100 %
<u>215 - SPECIAL PROJECTS</u>							

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	November 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
503 - Supplies	428.44	200.00	500,000.00	10,057.86	10,057.86	489,942.14	98 %
504 - Contract Services	0.00	2,130.00	0.00	112.50	(20,851.56)	20,851.56	0 %
550 - Capital Outlay	0.00	7,009.19	0.00	0.00	0.00	0.00	0 %
215 - SPECIAL PROJECTS Totals:	428.44	9,339.19	500,000.00	10,170.36	(10,793.70)	0.00	102 %
<u>216 - BUSINESS IMPROVEMENT</u>							
500 - Personnel	0.00	0.00	20,000.00	0.00	0.00	20,000.00	100 %
504 - Contract Services	964.75	85.42	22,700.00	85.42	85.42	22,614.58	100 %
550 - Capital Outlay	0.00	15,421.27	110,000.00	0.00	0.00	110,000.00	100 %
570 - Other Financing Uses	0.00	0.00	50,000.00	0.00	0.00	50,000.00	100 %
216 - BUSINESS IMPROVEMENT Totals:	964.75	15,506.69	202,700.00	85.42	85.42	0.00	100 %
<u>218 - PUBLIC SAFETY</u>							
503 - Supplies	731.38	5,307.07	54,000.00	6,122.70	6,466.23	47,533.77	88 %
504 - Contract Services	82,418.00	87,700.22	87,700.00	1,023.94	83,441.94	4,258.06	5 %
550 - Capital Outlay	33,567.50	0.00	209,000.00	27,211.18	27,349.68	181,650.32	87 %
570 - Other Financing Uses	0.00	0.00	200,000.00	0.00	0.00	200,000.00	100 %
218 - PUBLIC SAFETY Totals:	116,716.88	93,007.29	550,700.00	34,357.82	117,257.85	0.00	79 %
<u>219 - INDUSTRIAL SITES</u>							
504 - Contract Services	0.00	0.00	50,500.00	0.00	0.00	50,500.00	100 %
219 - INDUSTRIAL SITES Totals:	0.00	0.00	50,500.00	0.00	0.00	0.00	100 %
<u>223 - KENO</u>							
503 - Supplies	2,127.97	0.00	13,500.00	1,142.00	1,142.00	12,358.00	92 %
504 - Contract Services	260.00	119.98	21,500.00	0.00	0.00	21,500.00	100 %
550 - Capital Outlay	5,909.00	0.00	75,000.00	0.00	0.00	75,000.00	100 %
223 - KENO Totals:	8,296.97	119.98	110,000.00	1,142.00	1,142.00	0.00	99 %
<u>224 - ECONOMIC DEVELOPMENT</u>							
500 - Personnel	17,694.18	19,627.02	105,635.00	7,912.70	19,218.04	86,416.96	82 %
503 - Supplies	366.76	34.36	1,250.00	0.00	0.00	1,250.00	100 %
504 - Contract Services	2,923.78	164,617.20	2,556,150.00	8,479.62	8,749.62	2,547,400.38	100 %
224 - ECONOMIC DEVELOPMENT Totals:	20,984.72	184,278.58	2,663,035.00	16,392.32	27,967.66	0.00	99 %
<u>225 - MUTUAL FIRE</u>							

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	November 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
503 - Supplies	0.00	11,478.31	16,000.00	0.00	0.00	16,000.00	100 %
504 - Contract Services	10,709.24	5,282.22	21,500.00	0.00	0.00	21,500.00	100 %
550 - Capital Outlay	300,305.00	0.00	150,000.00	0.00	0.00	150,000.00	100 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
225 - MUTUAL FIRE Totals:	311,014.24	16,760.53	287,500.00	0.00	0.00	0.00	100 %
<u>311 - DEBT SERVICE</u>							
504 - Contract Services	0.00	0.00	8,780.00	0.00	0.00	8,780.00	100 %
570 - Other Financing Uses	675,300.99	681,845.74	4,189,395.00	682,350.67	682,350.67	3,507,044.33	84 %
311 - DEBT SERVICE Totals:	675,300.99	681,845.74	4,198,175.00	682,350.67	682,350.67	0.00	84 %
<u>321 - TIF PROJECTS</u>							
560 - Debt Service	0.00	0.00	439,457.00	0.00	0.00	439,457.00	100 %
570 - Other Financing Uses	0.00	0.00	300,000.00	0.00	0.00	300,000.00	100 %
321 - TIF PROJECTS Totals:	0.00	0.00	739,457.00	0.00	0.00	0.00	100 %
<u>412 - LEASE CORPORATION</u>							
504 - Contract Services	30.00	0.00	200.00	0.00	0.00	200.00	100 %
560 - Debt Service	675,300.99	681,845.74	689,395.00	682,350.67	682,350.67	7,044.33	1 %
412 - LEASE CORPORATION Totals:	675,330.99	681,845.74	689,595.00	682,350.67	682,350.67	0.00	1 %
<u>511 - CAPITAL PROJECTS FUND</u>							
504 - Contract Services	0.00	0.00	90,000.00	0.00	0.00	90,000.00	100 %
550 - Capital Outlay	0.00	0.00	50,000.00	0.00	0.00	50,000.00	100 %
511 - CAPITAL PROJECTS FUND Totals:	0.00	0.00	140,000.00	0.00	0.00	0.00	100 %
<u>621 - ENVIRONMENTAL SERVICES</u>							
500 - Personnel	229,562.47	234,194.42	1,188,666.00	82,372.08	220,662.89	968,003.11	81 %
503 - Supplies	16,275.13	17,373.41	188,500.00	6,560.44	7,790.90	180,709.10	96 %
504 - Contract Services	129,297.77	128,148.82	842,304.00	56,287.84	127,410.25	714,893.75	85 %
550 - Capital Outlay	0.00	0.00	1,984,500.00	22,835.00	22,835.00	1,961,665.00	99 %
570 - Other Financing Uses	0.00	0.00	54,000.00	0.00	0.00	54,000.00	100 %
621 - ENVIRONMENTAL SERVICES Totals:	375,135.37	379,716.65	4,257,970.00	168,055.36	378,699.04	0.00	91 %
<u>631 - WASTEWATER</u>							
500 - Personnel	159,991.26	165,796.95	901,607.00	64,281.63	160,954.97	740,652.03	82 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	November 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
503 - Supplies	18,119.57	10,807.72	127,247.00	1,900.97	3,115.03	124,131.97	98 %
504 - Contract Services	118,049.70	120,924.48	577,526.00	24,269.47	126,639.02	450,886.98	78 %
550 - Capital Outlay	31,403.50	27,699.10	1,315,000.00	0.00	0.00	1,315,000.00	100 %
560 - Debt Service	0.00	322,945.35	337,959.00	0.00	0.00	337,959.00	100 %
570 - Other Financing Uses	0.00	0.00	742,450.00	0.00	0.00	742,450.00	100 %
631 - WASTEWATER Totals:	327,564.03	648,173.60	4,001,789.00	90,452.07	290,709.02	0.00	93 %
<u>641 - WATER</u>							
500 - Personnel	147,658.79	154,053.79	826,486.00	56,512.64	144,509.99	681,976.01	83 %
503 - Supplies	24,035.38	55,857.73	352,375.00	44,519.65	46,894.73	305,480.27	87 %
504 - Contract Services	84,615.35	82,160.38	475,681.00	17,091.58	76,794.58	398,886.42	84 %
550 - Capital Outlay	344,853.71	0.00	217,000.00	31,650.00	31,650.00	185,350.00	85 %
570 - Other Financing Uses	0.00	0.00	680,450.00	0.00	0.00	680,450.00	100 %
641 - WATER Totals:	601,163.23	292,071.90	2,551,992.00	149,773.87	299,849.30	0.00	88 %
<u>651 - ELECTRIC</u>							
503 - Supplies	0.00	0.00	1,000.00	0.00	0.00	1,000.00	100 %
570 - Other Financing Uses	789,747.27	776,970.55	3,450,000.00	225,672.47	505,134.22	2,944,865.78	85 %
651 - ELECTRIC Totals:	789,747.27	776,970.55	3,451,000.00	225,672.47	505,134.22	0.00	85 %
<u>661 - STORMWATER</u>							
503 - Supplies	130.00	136.67	14,870.00	2.00	132.00	14,738.00	99 %
504 - Contract Services	7,592.75	7,736.63	82,670.00	5,720.86	12,451.06	70,218.94	85 %
550 - Capital Outlay	0.00	106,056.03	170,000.00	0.00	12,750.00	157,250.00	93 %
560 - Debt Service	0.00	79,800.36	79,058.20	74,710.47	74,710.47	4,347.73	5 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
661 - STORMWATER Totals:	7,722.75	193,729.69	596,598.20	80,433.33	100,043.53	0.00	83 %
<u>721 - GIS SERVICES</u>							
500 - Personnel	11,084.54	11,681.93	61,026.00	4,680.94	11,297.74	49,728.26	81 %
503 - Supplies	0.00	0.00	3,300.00	0.00	0.00	3,300.00	100 %
504 - Contract Services	46.65	1,948.47	18,925.00	880.91	880.91	18,044.09	95 %
550 - Capital Outlay	0.00	0.00	7,000.00	0.00	0.00	7,000.00	100 %
721 - GIS SERVICES Totals:	11,131.19	13,630.40	90,251.00	5,561.85	12,178.65	0.00	87 %
<u>725 - CENTRAL GARAGE</u>							

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	November 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
500 - Personnel	31,365.72	32,273.97	155,910.00	11,217.54	28,468.12	127,441.88	82 %
503 - Supplies	6,477.05	3,917.65	29,700.00	986.98	4,504.13	25,195.87	85 %
504 - Contract Services	11,868.24	17,864.51	111,822.00	8,309.80	10,944.01	100,877.99	90 %
550 - Capital Outlay	5,217.99	0.00	0.00	0.00	0.00	0.00	0 %
725 - CENTRAL GARAGE Totals:	54,929.00	54,056.13	297,432.00	20,514.32	43,916.26	0.00	85 %
<u>811 - UNEMPLOYMENT COMP</u>							
504 - Contract Services	0.00	0.00	60,000.00	0.00	35.12	59,964.88	100 %
811 - UNEMPLOYMENT COMP Totals:	0.00	0.00	60,000.00	0.00	35.12	0.00	100 %
<u>812 - HEALTH INSURANCE</u>							
504 - Contract Services	376,645.42	325,386.93	1,998,950.00	290,645.24	473,898.20	1,525,051.80	76 %
812 - HEALTH INSURANCE Totals:	376,645.42	325,386.93	1,998,950.00	290,645.24	473,898.20	0.00	76 %



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

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	November 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
111 - GENERAL							
111 - FINANCE							
500 - Personnel	24,023.13	25,392.98	129,990.00	9,228.00	22,730.88	107,259.12	83 %
503 - Supplies	3,718.43	1,828.80	14,650.00	99.46	956.43	13,693.57	93 %
504 - Contract Services	38,372.50	34,862.99	75,866.00	1,380.29	38,472.79	37,393.21	49 %
111 - FINANCE Totals:	66,114.06	62,084.77	220,506.00	10,707.75	62,160.10	158,345.90	72 %
112 - PERSONNEL							
500 - Personnel	3,138.35	3,177.68	16,699.00	1,281.84	3,110.93	13,588.07	81 %
503 - Supplies	62.79	0.00	2,250.00	84.99	651.98	1,598.02	71 %
504 - Contract Services	894.48	4,581.91	33,050.00	420.77	420.77	32,629.23	99 %
112 - PERSONNEL Totals:	4,095.62	7,759.59	51,999.00	1,787.60	4,183.68	47,815.32	92 %
113 - COUNCIL							
500 - Personnel	4,057.50	4,057.50	21,100.00	1,623.00	4,057.50	17,042.50	81 %
503 - Supplies	1,489.00	1,533.67	2,000.00	0.00	1,563.00	437.00	22 %
504 - Contract Services	420.00	120.00	4,500.00	100.00	420.00	4,080.00	91 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
113 - COUNCIL Totals:	5,966.50	5,711.17	277,600.00	1,723.00	6,040.50	271,559.50	98 %
114 - CITY MANAGER							
500 - Personnel	4,067.10	4,524.22	24,279.00	1,844.56	4,539.55	19,739.45	81 %
503 - Supplies	15,027.63	13,473.88	56,000.00	174.99	13,235.78	42,764.22	76 %
504 - Contract Services	8,294.69	966.65	189,608.00	8,287.59	42,009.09	147,598.91	78 %
114 - CITY MANAGER Totals:	27,389.42	18,964.75	269,887.00	10,307.14	59,784.42	210,102.58	78 %
115 - CITY CLERK							
500 - Personnel	2,775.75	2,158.91	8,327.00	938.54	2,226.39	6,100.61	73 %
503 - Supplies	275.94	90.00	1,000.00	64.99	154.99	845.01	85 %
504 - Contract Services	535.47	650.59	11,800.00	668.91	728.90	11,071.10	94 %
115 - CITY CLERK Totals:	3,587.16	2,899.50	21,127.00	1,672.44	3,110.28	18,016.72	85 %
116 - MIS							
503 - Supplies	1,121.20	0.00	42,000.00	0.00	0.00	42,000.00	100 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	November 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
504 - Contract Services	5,274.18	9,214.00	67,000.00	2,061.25	2,061.25	64,938.75	97 %
550 - Capital Outlay	0.00	0.00	5,000.00	0.00	0.00	5,000.00	100 %
116 - MIS Totals:	6,395.38	9,214.00	114,000.00	2,061.25	2,061.25	111,938.75	98 %
121 - DEVELOPMENT SERVICES							
500 - Personnel	43,892.02	35,370.31	189,634.00	13,347.88	34,171.46	155,462.54	82 %
503 - Supplies	100.03	194.68	6,200.00	7.00	19.40	6,180.60	100 %
504 - Contract Services	20,463.12	15,461.34	59,223.00	2,494.13	24,344.35	34,878.65	59 %
121 - DEVELOPMENT SERVICES Totals:	64,455.17	51,026.33	255,057.00	15,849.01	58,535.21	196,521.79	77 %
141 - FIRE							
500 - Personnel	350,143.91	350,651.64	1,572,886.00	111,613.72	317,292.80	1,255,593.20	80 %
503 - Supplies	1,907.06	4,986.37	40,850.00	4,626.68	4,787.14	36,062.86	88 %
504 - Contract Services	17,396.12	29,948.00	84,093.00	4,429.07	31,029.92	53,063.08	63 %
141 - FIRE Totals:	369,447.09	385,586.01	1,697,829.00	120,669.47	353,109.86	1,344,719.14	79 %
142 - POLICE							
500 - Personnel	634,893.02	649,205.41	3,415,450.00	248,308.94	650,847.54	2,764,602.46	81 %
503 - Supplies	7,085.42	9,710.16	111,250.00	4,608.75	5,173.14	106,076.86	95 %
504 - Contract Services	98,797.61	86,741.50	349,102.00	21,716.29	100,212.03	248,889.97	71 %
142 - POLICE Totals:	740,776.05	745,657.07	3,875,802.00	274,633.98	756,232.71	3,119,569.29	80 %
143 - EMERGENCY MANAGEMENT							
500 - Personnel	16,036.89	16,221.31	88,225.00	6,838.12	16,473.20	71,751.80	81 %
503 - Supplies	1,103.86	1,093.88	13,050.00	1.45	1.45	13,048.55	100 %
504 - Contract Services	598.26	874.66	8,295.00	1,211.61	1,331.91	6,963.09	84 %
143 - EMERGENCY MANAGEMENT Totals:	17,739.01	18,189.85	109,570.00	8,051.18	17,806.56	91,763.44	84 %
151 - LIBRARY							
500 - Personnel	97,792.79	99,789.88	543,826.00	41,037.64	98,610.50	445,215.50	82 %
503 - Supplies	11,059.36	9,159.08	82,300.00	939.55	5,656.76	76,643.24	93 %
504 - Contract Services	44,203.81	28,608.11	122,653.00	6,084.83	31,039.53	91,613.47	75 %
151 - LIBRARY Totals:	153,055.96	137,557.07	748,779.00	48,062.02	135,306.79	613,472.21	82 %
171 - PARKS							
500 - Personnel	125,008.03	130,484.39	729,815.00	47,962.23	126,303.80	603,511.20	83 %

	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 Budget	November 2019-2020 MTD Activity	2019-2020 YTD Activity	2019-2020 Budget Remaining	% Budget Remaining
503 - Supplies	3,426.28	4,056.44	61,450.00	5,069.72	5,815.26	55,634.74	91 %
504 - Contract Services	63,833.94	53,043.60	279,353.00	14,855.04	55,585.89	223,767.11	80 %
550 - Capital Outlay	16,608.44	0.00	1,990,000.00	0.00	0.00	1,990,000.00	100 %
171 - PARKS Totals:	208,876.69	187,584.43	3,060,618.00	67,886.99	187,704.95	2,872,913.05	94 %
172 - RECREATION							
500 - Personnel	2,168.84	1,664.45	87,868.00	0.00	1,443.40	86,424.60	98 %
503 - Supplies	0.00	627.46	41,300.00	870.00	870.00	40,430.00	98 %
504 - Contract Services	97,142.13	99,757.95	462,455.00	2,243.17	98,600.72	363,854.28	79 %
172 - RECREATION Totals:	99,310.97	102,049.86	591,623.00	3,113.17	100,914.12	490,708.88	83 %
111 - GENERAL Totals:	1,767,209.08	1,734,284.40	11,294,397.00	566,525.00	1,746,950.43	0.00	85 %
<u>211 - REGIONAL LIBRARY</u>							
151 - LIBRARY							
503 - Supplies	50.86	0.00	12,500.00	0.00	0.00	12,500.00	100 %
504 - Contract Services	0.00	0.00	3,000.00	0.00	0.00	3,000.00	100 %
151 - LIBRARY Totals:	50.86	0.00	15,500.00	0.00	0.00	15,500.00	100 %
211 - REGIONAL LIBRARY Totals:	50.86	0.00	15,500.00	0.00	0.00	0.00	100 %
<u>212 - TRANSPORTATION</u>							
111 - FINANCE							
500 - Personnel	3,926.03	5,341.90	28,155.00	2,299.57	5,568.15	22,586.85	80 %
111 - FINANCE Totals:	3,926.03	5,341.90	28,155.00	2,299.57	5,568.15	22,586.85	80 %
112 - PERSONNEL							
500 - Personnel	2,092.21	2,118.45	11,132.00	854.54	2,073.92	9,058.08	81 %
112 - PERSONNEL Totals:	2,092.21	2,118.45	11,132.00	854.54	2,073.92	9,058.08	81 %
114 - CITY MANAGER							
500 - Personnel	2,711.38	3,016.17	16,185.00	1,229.76	3,026.45	13,158.55	81 %
114 - CITY MANAGER Totals:	2,711.38	3,016.17	16,185.00	1,229.76	3,026.45	13,158.55	81 %
115 - CITY CLERK							
500 - Personnel	1,850.51	1,439.33	5,551.00	625.70	1,484.28	4,066.72	73 %
115 - CITY CLERK Totals:	1,850.51	1,439.33	5,551.00	625.70	1,484.28	4,066.72	73 %

City of Scottsbluff, Nebraska

Monday, January 6, 2020

Regular Meeting

Item Public Inp1

Mayor to read the Proclamation naming January as Radon Action Month.

Staff Contact: Kim Wright, City Clerk

PROCLAMATION

Radon Action Month

WHEREAS, radon is a colorless, odorless, radioactive gas that may threaten the health of citizens and their families;

WHEREAS, radon is the second leading cause of lung cancer in the U.S.;

WHEREAS, radon is the leading cause of lung cancer in non-smokers;

WHEREAS, the National Academy of Sciences estimates that up to 21,000 lung cancer deaths occur in the United States each year;

WHEREAS, radon is found in one in 15 homes across the U.S. have elevated radon levels;

WHEREAS, any home in Scottsbluff may have elevated levels of radon (even if other homes in the same neighborhood do not);

WHEREAS, testing for radon is simple and inexpensive;

WHEREAS, identified radon problems can be fixed;

WHEREAS, Panhandle Public Health Department, the Nebraska Department of Health and Human Services, and the U.S. Environmental Protection Agency are supporting efforts to encourage Americans to test their homes for radon, have elevated levels of radon reduced, and have new homes built with radon-resistant features.

NOW THEREFORE, the Mayor and City Council of the City of Scottsbluff do hereby proclaim January 2020 as Official Radon Action Month in Scottsbluff, Nebraska in recognition of the importance of testing homes for radon, I hereby proclaim the month of January, 2020 as

National Radon Action Month,

and I urge every member of the community to test their homes by contacting the Panhandle Public Health District at 308-487-3600 ext. 108 to request a free radon test kit.

Dated this 6th day of January, 2020.

Raymond Gonzales
Mayor, City of Scottsbluff

(SEAL)

City of Scottsbluff, Nebraska

Monday, January 6, 2020

Regular Meeting

Item Resolut.1

Council to discuss and consider action on adopting the International Building Code 2018 Edition, with Appendix F and International Residential Code 2018 Edition and approve the Ordinance. (third reading)

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH THE BUILDING CODE, ADOPTING THE INTERNATIONAL BUILDING CODE 2018 EDITION, WITH APPENDIX F, AND THE INTERNATIONAL RESIDENTIAL CODE 2018 EDITION EACH WITH EXCLUDED PORTIONS; AMENDING CURRENT SECTIONS OF THE SCOTTSBLUFF MUNICIPAL CODE; REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 4-1-2 of the Scottsbluff Municipal Code is amended to provide as follows:

“4-1-2 Standard codes; adopted; exceptions.

The following standard building codes are adopted for the purposes of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use, occupancy, location and maintenance of buildings and structures, including permits and penalties:

(1) The International Building Code, 2018 Edition, including Appendix F, published by the International Code Council. Reference to “International Building Code” throughout the Municipal Code shall mean this Code.

(2) The International Residential Code 1 & 2 Family Dwellings, 2018 Edition, published by the International Code Council. Reference to the “International Residential Code” throughout the Municipal Code shall mean this Code.

(3) The International Energy Conservation Code, 2009 Edition adopted by the Nebraska legislature as the “Nebraska Energy Code.”

The International Building Code, International Residential Code 1 & 2 Family Dwellings, and the International Energy Conservation Code, 2009 Edition, are described collectively as “the Building Code.” Except for those portions specifically excluded or modified by this or other sections of the Municipal Code, the Building Code is adopted in this section by reference and shall be controlling with respect to the construction of all buildings and structures within the corporate limits of the City and within the area with respect to which the City has exercised its zoning jurisdiction under Chapter 25 of the Municipal Code. One copy of each Code shall be on file in the City Clerk’s office.” (Ord. 4207, 2017)

Section 2. Section 4-1-10 of the Scottsbluff Municipal Code is amended to provide as follows:

“4-1-10 International Building Code; portions excluded.

Sections 101.4.1, 101.4.2, 101.4.3, 101.4.4, 101.4.5, 101.4.6, 101.4.7, 105.1.1, 105.1.2, 105.2, 107, 109, 110, 112, 113, 115, 116, 3103, and Chapters 13, 27, 28, 29 and 30 of the 2018 International Building Code are excluded and not adopted by this municipal code.” (Ord. 4207, 2017)

Section 3. Section 4-1-10.1 of the Scottsbluff Municipal Code is amended to provide as follows:

“4-1-10.1 International Residential Code, portions excluded.

Section 105.2, 107, 112, 113, 309.5, 313, Chapter 2904 Fire Sprinkler System, and Chapters 11 through 42, which are the energy, plumbing, mechanical and electrical sections, of the 2018 International Residential Code are excluded from the Building Code and are not considered as adopted by this Municipal Code.” (Ord. 4207, 2017)

Section 4. Previously existing Sections 4-1-2, 4-1-10 and 4-1-10.1 of the Scottsbluff Municipal Code and all other Ordinances and parts of Ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on _____, 2019.

Mayor

ATTEST:

City Clerk (Seal)

Approved to form:

City Attorney

4-1-2. Standard codes; adopted; exceptions.

The following standard building codes are adopted for the purposes of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use, occupancy, location and maintenance of buildings and structures, including permits and penalties:

(1) The International Building Code, ~~2012~~ 2018 Edition, including Appendix F, published by the International Code Council. Reference to "International Building Code" throughout the Municipal Code shall mean this Code.

(2) The International Residential Code 1 & 2 Family Dwellings, ~~2012~~ 2018 Edition, published by the International Code Council. Reference to the "International Residential Code" throughout the Municipal Code shall mean this Code.

(3) The International Energy Conservation Code, 2009 Edition adopted by the Nebraska legislature as the "Nebraska Energy Code."

The International Building Code, International Residential Code 1 & 2 Family Dwellings, and the International Energy Conservation Code, 2009 Edition, are described collectively as "the Building Code." Except for those portions specifically excluded or modified by this or other sections of the Municipal Code, the Building Code is adopted in this section by reference and shall be controlling with respect to the construction of all buildings and structures within the corporate limits of the City and within the area with respect to which the City has exercised its zoning jurisdiction under Chapter 25 of the Municipal Code. One copy of each Code shall be on file in the City Clerk's office." (Ord. 4207, 2017)

4-1-10. International Building Code; portions excluded.

Sections ~~101.4~~, 101.4.1, 101.4.2, 101.4.3, 101.4.4, 101.4.5, 101.4.6, 101.4.7, 105.1.1, 105.1.2, 105.2, 107, 109, 110, 112, 113, 115, 116, 3103, Chapters 13, 27, 28, and 29, and 30 of the 2018 International Building Code are excluded and not adopted by this municipal code. (Ord. 4207, 2017)

4-1-10.1. International Residential Code, portions excluded.

Section 105.2, 107, 112, 113, 309.5, 313, and Chapter 2904 Fire Sprinkler System, and Chapters 11 through 42, which are the energy, plumbing, mechanical and electrical sections, of the 2018 International Residential Code are excluded from the Building Code and are not considered as adopted by this Municipal Code. (Ord. 4207, 2017)

Tuesday, November 26, 2019 Latest: Economic forecasting board raises revenue projections

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SESSION REVIEW 2019

Urban Affairs

Radon mitigation bill approved

May 2, 2019 Sen. Wendy DeBoer, LB130

Lawmakers passed a bill May 2 that requires the state's building code to adopt standards for radon-resistant construction for new residential, commercial, educational and medical structures.

Introduced by Bennington Sen. Wendy DeBoer, LB130 adopts standards recommended by the Radon Resistant New Construction Task Force. The bill also incorporates those standards into the state building code and requires local building codes to adopt minimum standards.

The bill exempts projects designed by a licensed architect or engineer, non-residential buildings if a local building official deems radon-resistant construction unnecessary and projects in



Sen. Wendy DeBoer

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Economic forecasting board raises revenue projections

counties with an average radon concentration of less than 2.7 picocuries per liter of air.

Senators approved LB130 on a 40-4 vote.



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City of Scottsbluff, Nebraska

Monday, January 6, 2020

Regular Meeting

Item Resolut.2

Council to discuss and consider action on an Ordinance setting forth rates on Outbound Mulch and Compost at City disposal sites. (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, SETTING FORTH RATES FOR OUTBOUND MULCH AND COMPOST, 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. Outbound Mulch and Compost, Setting Price at City disposal sites.

Effective December 17, 2019, the price of outbound mulch and compost at City sites shall be as follows:

Mulch

Outbound. \$25 per ton

Compost

Outbound. \$18 per ton

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 _____, 2019.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

City Attorney

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, SETTING FORTH RATES AND CHARGES FOR ACCEPTING ALL COMMERCIAL AND 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 October 1, 2019, pay the following fee:

~~All Commercial and Residential tree disposal~~
~~Inbound. \$25 per ton~~

~~All Commercial and Residential yard waste disposal~~
~~Inbound. \$25 per ton~~

Mulch
Outbound. \$25 per ton

Compost
Outbound. \$18 per ton

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 _____, 2019.

Mayor

Attest:

Approved as to Form:

City Clerk (Seal)

City Attorney

City of Scottsbluff, Nebraska

Monday, January 6, 2020

Regular Meeting

Item Reports1

Council to discuss and consider action on an Economic Development Agreement for Factory Crimp Services, Inc.

Staff Contact: Nathan Johnson, City Manager

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on January 6, 2020, between the City of Scottsbluff, Nebraska (the "City") and Factory Crimp Services, Inc. (the "Applicant").

Recitals:

- a. The City has adopted an Economic Development Program (the "Program") pursuant to the Nebraska Local Option Municipal Economic Development Act;
- b. The Applicant has made application for assistance from the Program (the "Application");
- c. The Administrator of the Program (the "Administrator") and the City Economic Development Application Review Committee have reviewed the Application and negotiated the terms of a grant (the "Grant") which has been approved by the City Council (the "Council"); and
- d. The parties now desire to enter into this Agreement for the purpose of setting out the terms and conditions of the Grant.

Agreement:

1. Purpose of Grant:

The Applicant creating a new business located in Scottsbluff, Nebraska for the manufacture of wholesale products to original equipment manufacturers (the "Business"). The Grant is to be used to fund the creation and build-out of the Business.

2. Amount of Grant:

The Grant shall be in the amount of \$75,000 (the "Grant Amount") which assumes that the Applicant will maintain at least 5 Eligible FTE's (as defined below) over an eight-year period. The Grant Amount shall be payable to the Applicant from the City of Scottsbluff Economic Development Fund (the "Fund") at the Closing (as provided for below).

3. Closing:

The Grant Amount shall be scheduled as a claim at the next Council meeting following the signing of this Agreement. The "Closing" shall occur following the

satisfaction of all conditions to Closing as provided for below, but no earlier than 5 business days after the Council meeting where the claim is approved.

4. Possible Grant Repayment:

The Grant Amount shall be subject to repayment to the City if the Applicant does not fully earn the Job Credits (as provided for below). In connection with the calculation of the Job Credits:

a. The "Effective Date" of this Agreement for Job Credit calculation purposes shall be January 1, 2020 (the "Effective Date").

b. The term of this Agreement shall begin on the Effective Date and shall continue for 8 years from the Effective Date (the "Term").

c. A "Year" shall mean the 12-month period ending as of the day prior to each annual anniversary of the Effective Date.

5. Employee Definitions:

a. "Full Time Employee" shall mean a bona fide employee of the Applicant who (1) is classified by the Applicant as full time; and (2) subject to normal and reasonable waiting periods, is eligible for the Applicant's normal fringe benefit package.

b. "Eligible Full Time Employee" shall mean a Full Time Employee who: (1) primarily works at the Facility, and (2) resides within 60 miles of the corporate limits of the City; provided, however any Full Time Employee who does not reside within 60 miles of the corporate limits of the City at the time that the Full Time Employee is hired by the Applicant, shall nevertheless be considered an Eligible Full Time Employee if the Full Time Employee moves to a residence within the required geographic area within 6 months of the hiring of the Eligible Full Time Employee.

c. "Full Time Equivalent" Employees (the "FTE's") shall be the total of (i) the number of Eligible Full Time Employees which are paid based on a salary, plus (ii) with respect to hourly Eligible Full Time Employees, the number arrived at by dividing the total hours paid by the Applicant to its hourly Eligible Full Time Employees during a Year divided by 2080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one hourly Eligible Full Time Employee shall not exceed 2080 hours.

d. "Eligible FTE's" shall mean the FTE's calculated for a Year. It is anticipated that 5 Eligible FTE's shall be created. The Applicant agrees that other business or company with common ownership of the Applicant shall reduce their employees or transfer their employees to the Applicant because of this Agreement.

6. Job Credits:

"Job Credits" shall be calculated as follows:

a. The Applicant shall receive an "Annual Job Credit" during the Term equal to the Eligible FTE's multiplied by \$2000.

b. The amount of the Annual Job Credit may not exceed \$12,000 per Year (the "Maximum Annual Credit").

c. In the event that the Applicant earns credits in excess of the Maximum Annual Credit in any one Year, the excess credits may be carried back to one or more prior Years where the Maximum Annual Credit was not earned, as long as the Maximum Annual Credit is not exceeded for any one Year. Excess credits may not be carried forward.

7. Grant Repayment:

At the end of the Term, the total of the cumulative Annual Job Credits will be subtracted from the Grant Amount. Any balance shall be repaid to the Fund within 90 days of the end of the Term (the "Repayment"), and any amount not paid within this time period shall then carry interest at the rate of 7% per annum until paid. If there is no balance, then the Applicant shall be considered as having satisfied its obligations under the Grant and this Agreement and no repayment shall be due.

8. Representations and Warranties of the Applicant:

The Applicant represents and warrants the following, all of which shall survive the Closing:

a. The Applicant is a corporation organized and existing under the laws of Nebraska and is authorized to do business in Nebraska. The Applicant has full power and authority to enter into this Agreement and carry out the transactions contemplated by this Agreement. The Applicant's execution, delivery and performance of this Agreement have been authorized by all necessary action on the part of the Applicant. This Agreement, and

each agreement and instrument delivered by the Applicant pursuant to it, is the legal and binding obligation of the Applicant, enforceable against the Applicant in accordance with its terms.

b. No representation or warranty made by the Applicant in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the Applicant that are required to make the statements not misleading.

c. The execution and performance of this Agreement will not violate any provision of law, or conflict with or result in any breach of any of the terms or conditions of, or constitute a default under any indenture, mortgage, agreement or other instrument to which the Applicant is a party or by which they are bound.

All representations and warranties made by the Applicant shall survive the Closing.

9. Representations and Warranties of the City:

The City represents and warrants the following, all of which shall survive the Closing:

a. The City is a municipal corporation organized and existing under the laws of Nebraska, and has full power and authority to enter into this Agreement and carry out the transactions contemplated by this Agreement. The City's execution, delivery and performance of this Agreement has been authorized by all necessary action on the part of the City. This Agreement, and each agreement and instrument delivered by the City pursuant to it, is the legal and binding obligation of the City, enforceable against the City in accordance with its terms.

b. No representation or warranty made by the City in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the City that is required to make the statements not misleading.

10. Conditions to Closing:

The City's obligation to proceed with the Closing is subject to the Applicant's fulfillment of each of the following conditions at or prior to the Closing:

a. All representations and warranties of the Applicant shall be true as of the Closing.

b. The Applicant shall have delivered to the City:

(1) A Certificate or Letter of Good Standing from the Nebraska Secretary of State.

(2) A copy of the current and correct Articles of Incorporation and Bylaws of the Applicant certified by the secretary of the Applicant to be correct; and

(3) Certified resolution of the Board of Directors of the Applicant authorizing this Agreement and providing for signature authority.

c. In order to secure the Repayment, the Applicant shall have delivered to the City the following:

(1) a guaranty (the "Guaranty") of Scott James and Tina James, which guaranties the Repayment.

(2) The real estate where the Business is located is owned by CS Precision Manufacturing, Inc., an affiliate of the Applicant. CS Precision Manufacturing, Inc shall give to the City a Deed of Trust (the "Deed of Trust") covering the real estate where the Business is located. The Deed of Trust shall be subordinate to any previously filed deeds of trust.

d. The Applicant shall in all material respects have performed its obligations, agreements, and covenants contained in this Agreement to be performed by it, on, or before the Closing.

e. There shall have been no material adverse change in the operation or financial status of the Applicant and the Closing of this Agreement shall constitute the Applicant's representations that there has been no such material adverse change.

11. Annual Reports:

The Applicant shall annually, within 90 days of the end of each Year, provide to the Administrator a report in form and substance acceptable to the Administrator which calculates the Annual Job Credit (the "Annual Report"). The Administrator shall have the right at any time to (i) require that the Annual Reports be reviewed at the Applicant's expense by a Certified Public Accountant reasonably acceptable to the Administrator, or (ii) hire, at the Administrator's own expense, an independent Certified Public Accountant or other business or financial expert,

to review the books and records of the Applicant pertaining to the Annual Report and any other terms and conditions as provided for in this Agreement. If after a review or audit of the Applicant's records it is discovered that the Annual Job Credit claimed on the Annual Job Credit Report exceeds 10% of the Annual Job Credit as determined by the Administrator, then the Administrator may require the Applicant to reimburse the Fund for the actual cost of the audit.

12. Early Termination:

a. The Applicant shall have the right at any time to terminate its participation in the Program by notifying the Administrator in writing of its desire to do so.

b. The Administrator shall have the right to terminate the Applicant's participation in the Program if the Applicant is in default of any of the terms and conditions of this Agreement, which default is not cured within 30 days of written notice by the Administrator.

c. In the event of a termination as described in this paragraph, the total of the Annual Job Credits as of the end of the Year immediately preceding the termination will be subtracted from the Grant Amount. This amount shall then be immediately due and payable to the Fund. Interest shall accrue at the rate of 7% per annum on any amounts not immediately paid.

d. If the Annual Job Credit determined for any Year is less than 20% of the Maximum Annual Credit, then the Administrator may require repayment of the difference between that Year's Annual Job Credit and the Maximum Annual Credit. Any balance shall be repaid to the Fund within 30 days of written demand of the Administrator, and any amount not paid within this time period shall then carry interest at the rate of 7% per annum until paid. If the amount repaid pursuant to this subparagraph is later earned by the Applicant, then the City shall pay the amount so earned to the Applicant within 30 days of the determination by the Administrator that the amount previously repaid has been earned.

13. Default:

The Applicant shall be in default if any of the following happen:

a. Failure to comply with any of the terms of this Agreement to include an assignment not permitted under this Agreement.

b. Any warranty, representation or statement made or given to the City by the Applicant proves to have been false in any material respect when made or given.

c. Dissolution or liquidation of the Applicant, the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant.

d. The Applicant ceases to operate the Facility.

e. The Applicant intentionally or materially misstates the Annual Job Credit on an Annual Report. A material misstatement shall be considered to have occurred if the Annual Job Credit claimed on the Annual Report exceeds 10% of Annual Job Credit as reasonably determined by the Administrator.

14. Assignability:

The Administrator may assign his interest in this Agreement to any successor administrator designated by the City Council. The Applicant may not assign or transfer their interest in this Agreement without the consent of the Administrator. Assignment shall include a transfer of ownership which results in Scott James and Tina James owning less than 51% of the stock in the Applicant.

15. Confidentiality:

It is agreed that this Agreement and its terms are public record and are not confidential. However, the City agrees to take reasonable steps to insure that any financial and proprietary information provided in connection with this Agreement by the Applicant shall remain confidential and shall not be revealed or disclosed to outside sources unless the information is public knowledge, is independently developed, or is required to be disclosed by law or legal process.

16. Notices:

Any notices or other communications between the parties shall be personally delivered, sent by certified or registered mail, return receipt requested, by Federal Express or similar service that records delivery, or by facsimile transmission combined with any of the above methods of notice, to the addresses set out below, or to such other address as a party may designate, from time to time, by written notice to the other. A notice shall be deemed effective upon receipt.

a. If to the City:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
Fax: (308) 632-2916
Attention: City Manager

- b. If to the Applicant:

Factory Crimp Services, Inc.
4713 Ave. I
Scottsbluff, NE 69361
Attention: Scott James

17. Miscellaneous:

a. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and may only be modified by a writing signed by both of the parties.

b. The City's waiver of any one default shall not be a waiver of the same or any other default in the future. In addition, the City's failure to exercise any right given to it by this Agreement shall not be a waiver of any later exercise of that right.

c. The provisions of this Agreement are severable and if any provision is held to be invalid, the remainder of the Agreement shall remain in effect.

d. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.

e. This Agreement shall be governed by the laws of Nebraska.

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

[Signature Page]

City of Scottsbluff, Nebraska

Factory Crimp Services, Inc.

By: _____
Economic Development
Program Administrator

By: _____
Scott James, President

City of Scottsbluff, Nebraska

Monday, January 6, 2020

Regular Meeting

Item Reports2

Council to discuss and consider action on the Permission and Indemnity Agreement to place snow fence on Regional West Medical Center property and authorize the Mayor to sign the Agreement.

Staff Contact: Nathan Johnson, City Manager

PERMISSION AND INDEMNITY AGREEMENT

This Permission and Indemnity Agreement ("Agreement") is made on this ____ day of November, 2019 between the City of Scottsbluff, Nebraska, a municipal corporation ("City") and Regional West Medical Center, a Nebraska non-profit corporation ("RWMC").

RECITALS:

- A. The City has requested to place a snow fence on real estate owned by RWMC.
- B. RWMC has given permission to the City to place a snow fence on its real estate as set forth in this Agreement.
- C. The parties have determined this Agreement should be in place to hold harmless and for indemnification in the event of any damage that might occur as the direct result of the placement of a snow fence on real estate owned by RWMC.


AGREEMENT:

- 1. RWMC acknowledges the City is attempting to keep streets sufficiently clear of snow and ice so as to be reasonably safe for travel. As such, the City has requested to use real estate owned by RWMC to place and maintain thereon a snow fence wherever it is deemed necessary in order to prevent snow drifting on the traveled portion of the street. RWMC grants permission to the City to place a snow fence on its real estate as set forth on Exhibit "A" attached hereto and incorporated by this reference ("real estate").
- 2. The City agrees to indemnify, defend and hold RWMC harmless from and against any and all damages, losses, liabilities, obligations, settlement payments, penalties, claims, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever which may be imposed upon, incurred by or inserted against RWMC arising directly from the City's placement of a snow fence on RWMC's real estate.
- 3. Both parties and their agents or representatives shall have the right at any reasonable time, to enter upon RWMC's real estate for the purpose of observing and inspecting the City's snow fence. The purpose of this is to allow the parties to inspect and determine the placement and maintenance of the snow fence. If not removed sooner, City agrees to remove the snow fence from the real estate within ten (10) days written request from RWMC.

This Agreement shall inure to the heirs, personal representatives and successors and assigns of each party.

[SIGNATURE PAGE WILL FOLLOW]

REGIONAL WEST MEDICAL CENTER,
a Nebraska non-profit corporation,

By 
John Mentgen
Its President

Dated: 12/13, 2019

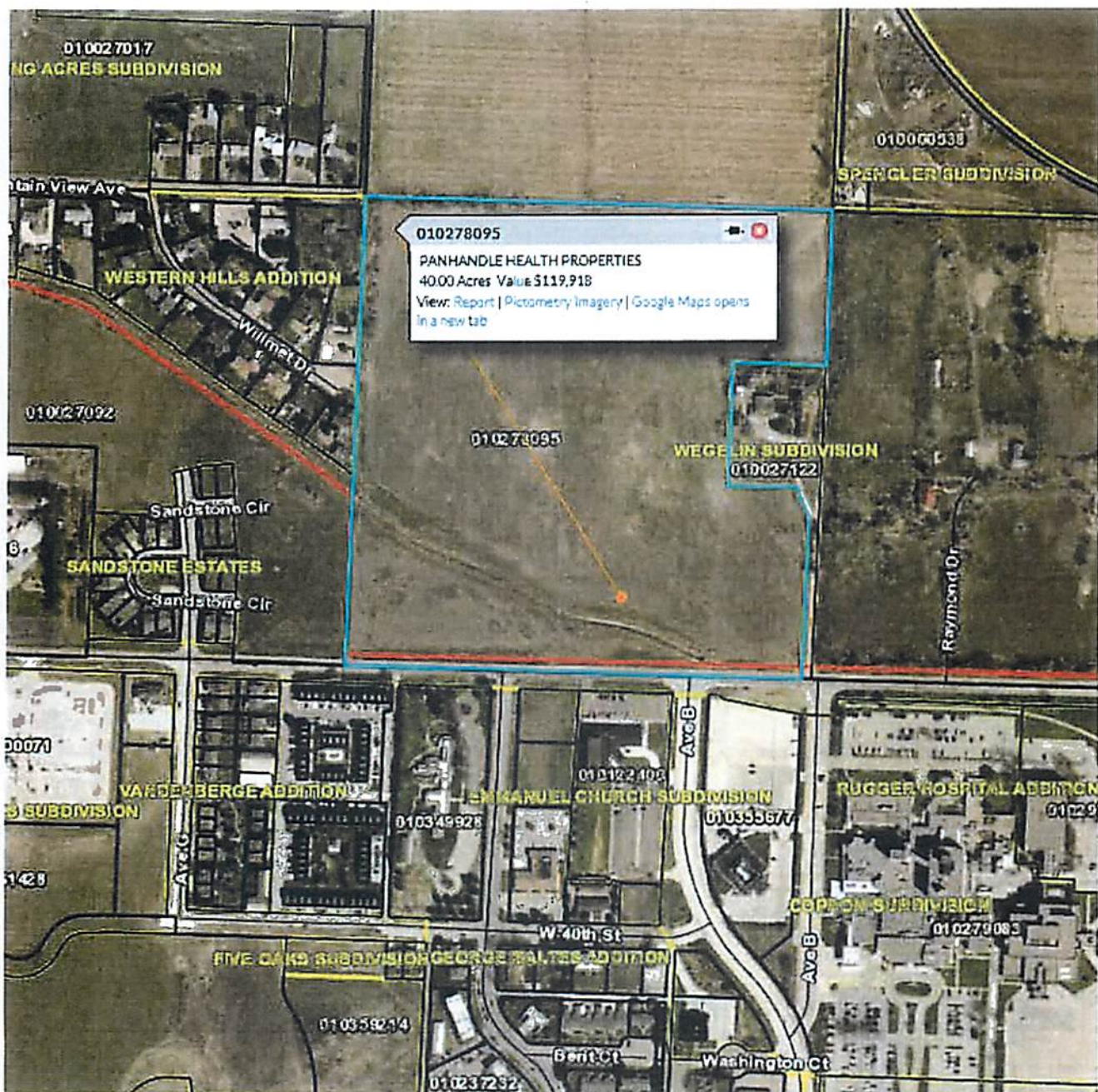
CITY OF SCOTTSBLUFF, NEBRASKA,
a municipal corporation,

By _____
Mayor

Dated: _____, 2019

ATTEST:

City Clerk



Snow Fence installed 40 feet from back-of-sidewalk from the west property line to the east property line of the property surrounded by blue line. Parcel number 010278095 owned by Panhandle Health Properties.



City of Scottsbluff, Nebraska

Monday, January 6, 2020

Regular Meeting

Item Reports3

Council to review, discuss, and consider action on the Estoppel Certificate (Solar Facilities Lease Agreement – Scottsbluff Project) and authorize the Mayor to sign the Certificate.

Staff Contact: Nathan Johnson, City Manager

ESTOPPEL CERTIFICATE
(Solar Facilities Lease Agreement – Scottsbluff Project)

This Estoppel Certificate (this “Estoppel Certificate”) is dated as of _____, 20____, by the CITY OF SCOTTSBLUFF, NEBRASKA, (“Landlord”), in favor of Antrim Corporation, a Delaware corporation (“Investor”), Tenant (as defined below), CapDyn Investor (as defined below) and Title Company (as defined below), with reference to that certain Solar Facilities Lease Agreement dated as of November 5, 2018, as amended by that certain First Amendment to Solar Facilities Lease Agreement and Estoppel dated as of August 19, 2019, as assigned by Assignment and Assumption Agreement dated May 3, 2019, as further assigned by Assignment and Assumption Agreement dated August 19, 2019 and as evidenced by Memorandum of Solar Facilities Lease Agreement dated August 21, 2019 and recorded in the Official Records of Scottsbluff County, Nebraska on September 23, 2019 as Instrument No. 20194026, as it may be modified or amended from time to time (collectively, the “Lease”), between WESTERN MEADOWLARK SOLAR SCS NE 1, LLC, a Delaware limited liability company, by assignment (“Tenant”), and Landlord, which is for a portion (the “Premises”) of that certain real estate in Scottsbluff, Nebraska, as more particularly described in the Lease (the “Property”) to be utilized for the development and operation of a solar power facility (the “Project”).

This Estoppel Certificate is being entered into and delivered pursuant to that certain Equity Capital Contribution Agreement (the “ECCA”), by and between Investor and Thor Solar 1 InvestCo, LLC, a Delaware limited liability company (“CapDyn Investor”). In connection with Investor’s indirect investment in Tenant pursuant to the ECCA (the “Transaction”), Investor has required that CapDyn Investor obtain the confirmation and agreement of Landlord as to certain matters related to the Lease. Capitalized terms used and not defined herein have the meanings specified in the Lease.

Based on the foregoing, and recognizing that Investor, Tenant, CapDyn Investor and Stewart Title Guaranty Company, a Texas Corporation (“Title Company”), and their respective lenders and affiliates, successors and assigns will rely hereon, Landlord hereby states, confirms certifies, represents, covenants, warrants and agrees as follows, as of the date first set forth above.

1. The execution, delivery, and performance by Landlord of this Estoppel Certificate and Lease have been duly authorized by all necessary corporate, partnership, limited liability, municipal, governmental, or other action on the part of Landlord and do not require any approvals, resolutions, filings with, or consents of any entity or person which have not previously been obtained or made.
2. The copy of the Lease attached hereto as Exhibit A constitutes a true, correct, and complete copy of the Lease, and the Lease has not been modified or amended in any way except as shown on the instruments attached hereto. The Lease is in full force and effect and constitutes the entirety of the agreements between Landlord and Tenant relating to the matters set forth therein. The Lease has not been waived, modified, cancelled, surrendered, abandoned or terminated.

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Scottsbluff

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3. All payments due and payable as of the date hereof, either by or to Landlord under the Lease, have been paid in full.
4. All representations and warranties made by Landlord in the Lease are true and correct as of the date hereof.
5. There are no actions pending against Landlord under the bankruptcy or any similar laws of the United States or any state. There are no proceedings pending or threatened against or affecting Landlord in any court or by or before any court, governmental authority, or arbitration board or tribunal which could reasonably be expected to have a material adverse effect on the ability of Landlord to perform its obligations under the Lease. To the best of Landlord's knowledge, there are no disputes or proceedings currently in existence between Landlord, on the one hand, and Tenant, on the other.
6. Landlord is not aware of any event, act, circumstance, or condition constituting an event of *force majeure* or otherwise excusing the performance of any party under the Lease. Landlord has not received written notice nor has knowledge of any pending eminent domain proceedings, condemnation or threatened condemnation, or other governmental actions or any judicial actions of any kind against Landlord's interest in the Property.
7. To the best of Landlord's knowledge, Tenant does not owe any indemnity payments to Landlord, and to the best of Landlord's knowledge, Landlord has no existing counterclaims, offsets, or defenses against Tenant, under the Lease. Tenant has not received or claimed any amounts under the indemnification obligations of Landlord set forth in the Lease.
8. As of the date hereof, Landlord (A) is the 100% fee simple owner of the Property, and (B) holds the entire interest of "Landlord" under the Lease. Landlord has not transferred, pledged, or assigned, in whole or in part, any of its right, title or interest in, to, or under the Lease or any of its right, title, or interest in or to the Property, and has not executed, assumed or taken subject to any mortgage, deed of trust or other consensual lien encumbering Landlord's interest in the Property or the Lease. There are no leases, easements, licenses, use or occupancy agreements by Landlord of any portion of the Premises, except the Lease.
9. Landlord has no knowledge of any right of possession or claim of right of possession to the Premises, or portion thereof by any party other than Tenant or of any party claiming a right pursuant to a lien or encumbrance.
10. Landlord has no option to terminate or otherwise modify the terms and conditions of the Lease other than as specifically provided in the Lease.
11. Landlord has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Property and its operation thereon, including, without limitation, any environmental laws, and has no reason to believe that there are grounds for any claim of any such violation.

12. All obligations and covenants under the Lease to be performed or observed by Landlord and Tenant to date have been fully performed, observed, and satisfied, no default by any party exists under the Lease, nor has any act or omission occurred which, solely as a result of the giving of notice or passage of time, or both, would constitute a default.
13. There is no current production of oil, gas and/or minerals on the Property or oil and gas, mineral, or mining exploration activities on the Property and no such exploration activities are contemplated by any party. No portion of the Property is subject to any conservation reserve program or other agricultural preserve program.
14. Landlord agrees that Investor has the rights to notice and cure provided to a Lender in Section 12.2 the Lease. Landlord further agrees to provide to the Investor, at the address set forth in this Estoppel Certificate (or to such different addresses as Investor may specify), a copy of any notice of default given under the Lease by Landlord, in accordance with the notice provisions thereof.
15. Investor address for notice pursuant to the Lease and this Estoppel Certificate:

Antrim Corporation
c/o State Street Bank and Trust Company
1 Lincoln Street SUM 304
Boston MA 02111
Attention: Dave Levy, President
Telephone: (617) 664-0779
Facsimile: (617) 664-9494
Email: DLevy@StateStreet.com

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Estoppel Certificate to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

CITY OF SCOTTSBLUFF, NEBRASKA

By: _____
Name: _____
Title: Mayor

[Signature Page to Ground Lease Agreement Estoppel Certificate – Scottsbluff Project]

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Exhibit A

(Solar Facilities Lease Agreement)

(First Amendment to Solar Facilities Lease Agreement and Estoppel)

(Assignment and Assumption Agreement Dated May 3, 2019)

(Assignment and Assumption Agreement Dated August 19, 2019)

(Memorandum of Solar Facilities Lease Agreement Dated August 21, 2019)

See attached.

FIRST AMENDMENT TO SOLAR FACILITIES LEASE AGREEMENT AND ESTOPPEL

This FIRST AMENDMENT TO SOLAR FACILITIES LEASE AGREEMENT AND ESTOPPEL (this “***Amendment***”) is made as of August 19, 2019 (the “***Amendment Effective Date***”) by and between the CITY OF SCOTTSBLUFF, NEBRASKA (“***Landlord***”) and WESTERN MEADOWLARK SOLAR SCS NE 1, LLC, a Delaware limited liability company (“***Tenant***”). Landlord and Tenant are sometimes individually referred to as a “***Party***” and collectively as the “***Parties***.” Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease (as defined below).

RECITALS

WHEREAS, Landlord and Sol Systems, LLC entered into that certain Solar Facilities Lease Agreement, dated as of November 5, 2018 (the “***Lease***”), as assigned by Sol Systems, LLC to Sol CES Projects, LLC pursuant to that certain Assignment and Assumption Agreement, dated as of May 3, 2019, as further assigned by Sol CES Projects, LLC to Tenant pursuant to that certain Assignment and Assumption Agreement, dated as of August 19, 2019 (the “***Tenant Assignment***”);

WHEREAS, pursuant to the terms of the Lease, Tenant leased from Landlord a portion of the property located at the corner of Fifth Avenue and East 42nd Street, Scottsbluff, NE 69361, as more particularly described on Exhibit A attached hereto (the “***Premises***”) in order to construct, operate and maintain a solar electric generation facility thereon (the “***System***”); and

WHEREAS, the Parties desire to amend the Lease to make certain clarification thereto, as further described herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the sufficiency of which is acknowledged by both Parties, the Parties do hereby agree as follows:

ARTICLE I AMENDMENTS AND COVENANTS

1.1 The Parties hereby agree to amend the Lease as follows:

(a) The first sentence of Section 2.2 of the Lease is hereby amended and restated in its entirety as follows:

“The “***Development Period***” means the period commencing on the Effective Date and expiring on the earlier of: (i) the date specified by Tenant in a notice of intent to begin the Operating Period (the “***Operating Period Notice***”), (ii) the date Tenant provides notice of lease cancelation, or (iii) the Commercial Operation Date (as defined below).”

(b) Exhibit B of the Lease is hereby amended and restated in its entirety by replacing it with the form attached hereto as Annex A.

ARTICLE II ESTOPPEL

2.1 The representations and certifications in this Article II are being delivered in connection with the Tenant Assignment. As used in this Article II, the “Lease” means the Lease, as modified hereby. Based on the foregoing, and recognizing that Tenant and its financing parties will rely hereon, Landlord hereby certifies as follows:

(a) The execution, delivery, and performance by Landlord of the Lease and this Amendment have been duly authorized by all necessary corporate, partnership, limited liability, or other action on the part of Landlord and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made.

(b) A copy of the Lease attached hereto as Annex B constitutes a true, correct, and complete copy of the Lease (including, without limitation, all prior amendments thereto except for the amendments set forth herein), and the Lease has not been modified or amended in any way except as shown on the instrument(s) attached hereto or as otherwise set forth herein. The Lease is in full force and effect and, together with this Amendment, constitutes the entirety of the agreements between Landlord and Tenant relating to the matters set forth therein.

(c) Landlord is not in default under the Lease. To the best of Landlord’s knowledge, (i) Tenant is not in default under the Lease, and (ii) no facts or circumstances exist which, with the passage of time or the giving of notice or both, would constitute a default or breach by either such party under the Lease. Landlord has not delivered to Tenant any notice of default, whether or not cured, under the Lease.

(d) All payments due and payable as of the date hereof, either by or to Landlord under the Lease, have been paid in full.

(e) All representations and warranties made by Landlord in the Lease are true and correct as of the date hereof.

(f) There are no actions pending against Landlord under the bankruptcy or any similar laws of the United States or any state. There are no proceedings pending or threatened against or affecting Landlord in any court or by or before any court, governmental authority, or arbitration board or tribunal which could reasonably be expected to have a material adverse effect on the ability of Landlord to perform its obligations under the Lease. To the best of Landlord’s knowledge, there are no disputes or proceedings currently in existence between Landlord, on the one hand, and Tenant, on the other.

(g) Landlord is not aware of any event, act, circumstance, or condition constituting an event of *force majeure* or otherwise excusing the performance of any party under the Lease. Landlord has not received written notice nor has knowledge of any pending eminent domain proceedings, condemnation or threatened condemnation, or other governmental actions or any judicial actions of any kind against Landlord’s interest in the Property.

(h) To the best of Landlord’s knowledge, Tenant does not owe any indemnity payments to Landlord, and to the best of Landlord’s knowledge, Landlord has no existing counterclaims, offsets, or defenses against Tenant, under the Lease. Tenant has not received or claimed any amounts under the indemnification obligations of Landlord set forth in the Lease.

(i) As of the date hereof, Landlord (A) is the fee simple owner of the Property, and (B) holds the entire interest of "Landlord" under the Lease. Landlord has not transferred, pledged, or assigned, in whole or in part, any of its right, title or interest in, to, or under the Lease or any of its right, title, or interest in or to the Property, and has not executed, assumed or taken subject to any mortgage, deed of trust or other consensual lien encumbering Landlord's interest in the Property or the Lease. There are no leases, licenses or occupancy agreements by Landlord of any portion of the Premises except the Lease.

(j) Landlord has no knowledge of any right of possession or claim of right of possession to the Premises or portion thereof by any party other than Tenant or any party claiming a right pursuant to a lien or encumbrance.

(k) Landlord has no option to terminate or otherwise modify the terms and conditions of the Lease other than as specifically provided in the Lease.

(l) Landlord has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Property and its operation thereon, including, without limitation, any environmental laws, and has no reason to believe that there are grounds for any claim of any such violation.

ARTICLE III MISCELLANEOUS

3.1 **Governing Law.** This Amendment and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Nebraska without regard to principles of conflicts of law. Actions brought hereunder shall be brought in the State of Nebraska.

3.2 **No Modification.** Except as otherwise modified by this Amendment, all terms and conditions of the Lease shall remain in full force and effect, and the Parties do hereby ratify and confirm the Lease as modified hereby. As of the Amendment Effective Date, the terms and conditions of this Amendment shall be deemed a part of the Lease for all purposes and all references to the Lease shall hereafter refer to the Lease as modified by this Amendment.

3.3 **Authority.** Each Party has duly authorized the execution and delivery of this Amendment and represents that the individual executing this Amendment on behalf of the Party has the legal authority to bind the respective Party.

3.4 **Binding Agreement.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.5 **Counterparts.** This Amendment may be executed in any number of counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Amendment under seal as of the Amendment Effective Date.



CITY OF SCOTTSBLUFF

as Landlord:

By: _____

Name: Raymond Gonzales

Title: Mayor

Western Meadowlark Solar SCS NE 1, LLC

as Tenant

By: Sol CES Projects, LLC, its sole member

By: Sol Customer Solutions, LLC, its sole member

By: Sol Systems, LLC, its managing member

By: _____

Name: _____

Title: _____

[Signature Page to First Amendment and Estoppel]

IN WITNESS WHEREOF, the Parties have executed this Amendment under seal as of the Amendment Effective Date.

CITY OF SCOTTSBLUFF

as Landlord:

By: _____

Name: _____

Title: _____

Western Meadowlark Solar SCS NE 1, LLC

as Tenant

By: Sol CES Projects, LLC, its sole member

By: Sol Customer Solutions, LLC, its sole member

By: Sol Systems, LLC, its managing member

By: Chip Hoagland

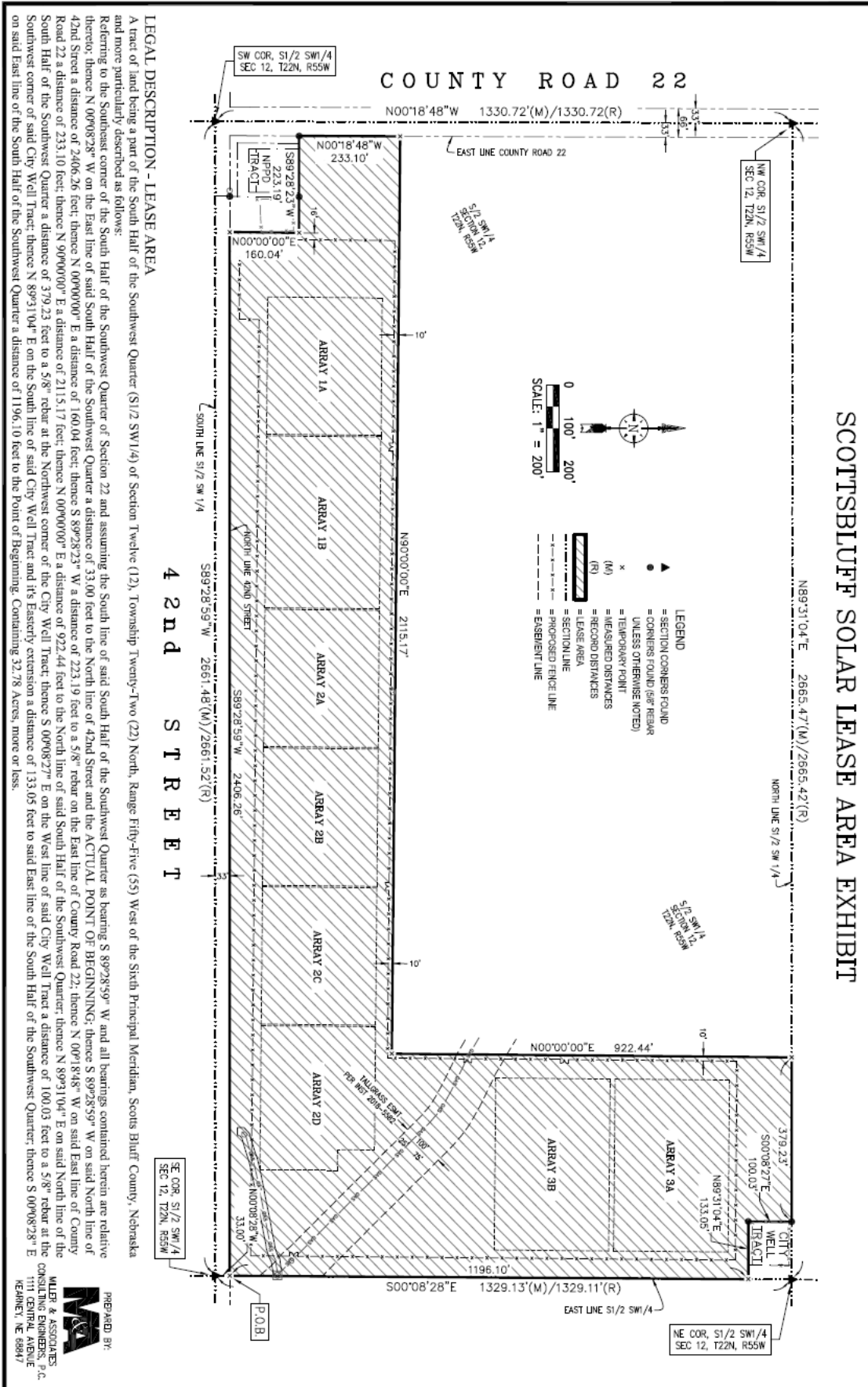
Name: Chip Hoagland

Title: CFO & Treasurer

[Signature Page to First Amendment and Estoppel]

Annex A Premises

PLOTTED: 8/15/2019 1:40 PM G:\Projects\487\487-P1-010 Scotts Bluff\Chil-Dwgs\Design Drawings\Survey Design\Scottsbluff-Sol Systems Lease Area.dwg



Annex B
Lease

[See Attached]

SOLAR FACILITIES LEASE AGREEMENT

This SOLAR FACILITIES LEASE AGREEMENT (this “*Agreement*”) is made as of November [5], 2018 (the “*Effective Date*”) by and between the City of Scottsbluff, Nebraska (“*Landlord*”) and Sol Systems, LLC, a Delaware limited liability company (“*Tenant*”). Landlord and Tenant are sometimes individually referred to as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, Landlord is the fee simple owner of certain real property located at the corner of Fifth Avenue and East 42nd Street, Scottsbluff, NE 69361, more particularly described in Exhibit A attached hereto (the “*Property*”); and

WHEREAS, Landlord desires to lease a portion of the Property to Tenant, more particularly described in Exhibit B attached hereto (the “*Premises*”), for the development, construction, operation and maintenance of a solar electric generation facility, more particularly described in Exhibit C attached hereto (the “*System*”), and associated uses necessary or ancillary thereto.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the sufficiency of which is acknowledged by both Parties, the Parties do hereby agree as follows:

ARTICLE I
LEASE AND EASEMENTS

1.1 Lease of Premises. Subject to the terms and conditions of this Agreement, Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, for the following purposes (collectively, the “*Permitted Use*”): (a) to monitor, test and evaluate the Premises for solar energy generation, including without limitation, conducting studies of solar radiation, solar energy, soils, and other meteorological and geotechnical data; and (b) to install, operate, maintain, improve, replace and remove from time to time the System. Tenant shall have exclusive use and possession of the Premises.

1.2 Access Easement. Landlord hereby grants to Tenant for the Term (as defined herein), an easement (the “*Access Easement*”) over, across and on the Property for ingress to and egress from the System by means of any existing roads and lanes identified in Exhibit B hereto.

1.3 Transmission Easement. Landlord hereby grants to Tenant one or more easements (“*Transmission Easements*”) on, over and across the Property, on such portions of the Property as will be notified to Landlord by Tenant for electrical transmission and/or distribution and communications lines and related equipment, as further described on Exhibit C attached hereto (“*Transmission Facilities*”). Any such Transmission Easement will contain all of the rights and privileges granted to Tenant in relation to the System as set forth in this Agreement. The term of the Transmission Easements will be the same as the Term of this Agreement unless earlier terminated pursuant to the terms herein, and will not expire or be terminable by Landlord under any other circumstances. Tenant will have the right to assign or convey all or any portion of any

Transmission Easement on an exclusive or nonexclusive basis to any third party that owns, operates and/or maintains the Transmission Facilities or to any other person who assumes all of Tenant's interests hereunder in accordance with Section 12.1.

1.4 Solar Easement. Landlord hereby grants to Tenant an exclusive easement on, over and across the Property for the following purposes (such easement, the "**Solar Easement**"): granting open and unobstructed access to the sun and prohibiting any obstruction to the open and unobstructed access to the sun throughout the entire Premises to and for the benefit of the area existing horizontally three hundred and sixty degrees (360°) from any point where the System is or may be located at any time from time to time (such point referred to as a "**Site**") and for a distance from the Site to the boundaries of the Premises, together vertically through all space located above the surface of the Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the surface from each point along the exterior boundary of the Premises through each Site to each point and on and along such line to the opposite exterior boundary of the Premises. Tenant acknowledges and agrees that the vegetation and improvements on the Property and the activities conducted on the Property, in each case as such vegetation and improvements exists, and such activities are conducted, as of the Effective Date, shall not be deemed to interfere with the Solar Easement or Insolation (as defined below) reaching the System.

1.5 Burdens Run With and Against the Land. The burdens of the Access Easement, the Transmission Easement and the Solar Easement (the "**Easements**") and all other rights granted to Tenant in this Agreement will run with and against the Property and will be a charge and burden on the Property and will be binding upon and against Landlord and its successors, assigns, transferees, permittees, licensees, lessees, employees and agents. The Agreement and the Easements will inure to the benefit of Tenant and its successors, assigns, transferees, permittees, licensees, lessees, and all persons claiming under them.

ARTICLE II TERM

2.1 Entire Term. The "**Term**" of this Agreement shall consist of the Development Period together with, if Tenant exercises the applicable options, the Operating Period, the Decommissioning Period and the Renewal Term.

2.2 Development Period. The "**Development Period**" means the period commencing on the Effective Date and expiring on the earlier of: (i) the date specified by Tenant in a notice of intent to begin the Operating Period (the "**Operating Period Notice**"), or (ii) the date Tenant provides notice of lease cancelation, or (iii) December 31, 2019. Tenant makes no representation or warranty as to the likelihood that the System will be installed on the Premises. If Tenant determines, in its discretion, that the Premises is not appropriate for Tenant's intended use, then Tenant may terminate this Agreement upon written notice to Landlord at any time during the Development Period. If this Agreement is terminated during the Development Period, then and in such event, all Parties shall thereupon be relieved of further liability and obligations hereunder.

2.3 Operating Period. The “*Operating Period*” means the period commencing on the earlier to occur of (i) the date specified by Tenant in the Operating Period Notice, and (ii) the Commercial Operation Date, and continuing for a period of twenty-five (25) years after the commencement thereof, unless terminated earlier or extended as provided herein. The “*Commercial Operation Date*” means the date on which Tenant notifies Landlord in writing that all testing and commissioning of the System has been successfully completed, the local electric power distribution company has issued permission to operate for the System and Tenant can start producing electricity for sale.

2.4 Decommissioning Period. The “*Decommissioning Period*” means the period commencing on the expiration of the Operating Period (including any extensions thereof), and continuing for a period of one hundred and eighty (180) days thereafter.

2.5 Renewal Term. Tenant shall have the right, at its option, to extend the Operating Period for two (2) additional periods of five (5) years each (collectively, the “*Renewal Term*”). To exercise its option to renew the Term for the Renewal Term, Tenant must deliver a written extension notice to Landlord prior to the expiration of the Operating Period. The terms of the Agreement during the Renewal Term will be the same terms and conditions applicable during the Operating Term, except as specifically provided herein. If Tenant fails timely to deliver the extension notice, this Lease will terminate at the end of the Decommissioning Period (the “*Expiration Date*”).

ARTICLE III RENT

3.1 Rent. In consideration for the lease of the Premises, Tenant agrees to pay rent to Landlord in the amount of \$100 per year for each year of the Term, and in consideration for the easements granted herein, Tenant agrees to pay rent to Landlord in the amount of \$100 per year for each year of the Term, in each case such rent is payable in one annual installment and starting on the first day of the month immediately occurring after the Development Period commences.

3.2 Payment Method. Rent may be paid by check or wire transfer or immediately available funds. Upon request by Tenant, Landlord shall provide Tenant with account information to which wire transfers may be made. The rent shall be payable and shall be paid to Landlord without notice or demand. Tenant, at its option, shall have the right to prepay any portion of the rent.

ARTICLE IV USE

4.1 Use.

(a) Tenant shall use the Premises for the Permitted Use. Tenant will comply with Applicable Law (as defined below) relating to Tenant’s use or occupancy of the Premises and the System and the operation thereof. Without limiting the provisions of this Article IV, Landlord acknowledges and agrees that the Permitted Use may be accomplished by Tenant or one or more third parties authorized by Tenant. Landlord shall provide reasonable cooperation and

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accommodation for any such third party to perform any activity contemplated by this Agreement. Tenant's use of the Premises is subject to the following:

(i) present and future zoning laws, ordinances, resolutions and regulations of the municipality in which the Premises lies, and all present and future ordinance, laws, regulations and orders of any governmental authority, now or hereafter having jurisdiction, so long as they permit or otherwise regulate the use of the Premises;

(ii) the condition and state of repair of the Premises as the same may be on the Effective Date; and

(iii) full compliance by Tenant in all respects with Applicable Law.

(b) An authorized representative of Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, during the Term; *provided* that Tenant shall use commercially reasonable efforts to provide prior notice to Landlord in the event that any such authorized representatives will access the Premises.

(c) In connection with the Permitted Use, Tenant shall have the right to provide such reasonable security measures, including the posting of warning signs and the installation of a fence, as Tenant may deem, in its reasonable discretion, are or may be necessary for the protection of the System or to prevent injury or damage to persons or property, subject in all cases to Landlord's normal security procedures and Landlord's access rights. Landlord shall have the right to review any designs related to the installation of the fence. Tenant shall use commercially reasonable efforts to incorporate Landlord's comments to such designs; *provided* that any comments related thereto are provided within seven (7) days after receipt of the designs and such comments do not materially increase the cost to construct the fence.

(d) For purposes of this Agreement, "***Applicable Law***" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of any governmental authority having jurisdiction over such person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such governmental authority.

4.2 System Construction, Installation and Operation.

(a) Landlord hereby consents to the construction of the System by Tenant on the Premises. Prior to the installation of the System, Tenant shall deliver to Landlord the final construction designs and plans (the "***Construction Plans***"), and shall deliver notice of any material changes thereto to Landlord.

(b) Tenant shall also have the right from time to time during the Term: (i) to install and operate the System on the Premises in accordance with the Construction Plans; (ii) to maintain, clean, repair, replace and dispose of part or all of the System; (iii) to add or remove the System or any part thereof; and (iv) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Tenant.

4.3 Removal.

(a) During the Decommissioning Period, Tenant shall at its sole cost and expense, remove the System from the Property, including all foundations, to a depth of three (3) feet below grade, and any associated equipment or personal property owned by Tenant, and restore forthwith the Premises to their original condition, ordinary wear and tear excluded. Any damage to electrical systems and their appurtenances and any other connections, shall be forthwith fully repaired and shall not be considered ordinary wear and tear.

(b) Commencing on the Commercial Operation Date, Tenant shall establish security payable to Landlord to cover Tenant's decommissioning obligations under this Section 4.3 by delivering to Landlord a bond with a principal value equal to \$100,000 (the "**Decommissioning Security**"). Landlord shall be entitled to use amounts received from the Decommissioning Security to remove the System and to remedy any damage to the Premises at the expiration or earlier termination of this Lease, solely to the extent Tenant fails to comply with its removal obligations pursuant to this Section 4.3 after notice and opportunity to cure as provided in this Lease. In the event that Tenant fulfills its obligation to remove the System, Landlord shall not be entitled to draw down any amount under the Decommissioning Security and Tenant's obligation to maintain such Decommissioning Security shall terminate.

ARTICLE V
COVENANTS

5.1 Representations and Covenants of Landlord.

(a) Landlord represents and warrants that Landlord has good and marketable fee simple title to the Property. There are no encumbrances or liens (including other tenancies) against the Premises except those which are listed on **Exhibit F** attached hereto. Landlord shall obtain a non-disturbance agreement ("**NDA**") from any third party who has, or obtains during the Term, a lienhold interest in the Premises, including any lenders (each, a "**Holder**"), which NDA shall (i) acknowledge and consent to this Agreement and Tenant's rights in the System and the Premises, (ii) acknowledge that the Holder has no interest in the System and shall not gain any interest in the System by virtue of the parties' performance or breach of this Agreement, and (iii) subordinates any lien (recorded or unrecorded) and any other right or interest of the Holder in the Premises to this Agreement in all respects, including without limitation any amendments, modifications, expansions or extensions hereof.

(b) Intentionally Omitted.

(c) Tenant's use of the Premises shall include the non-exclusive appurtenant right to the use of water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, conveyors and drainage ditches for the purpose of constructing, starting up, maintaining, repairing, replacing and operating the System. Tenant shall maintain and repair all utilities installed by Tenant on the Premises. Landlord shall maintain and repair all other utilities owned by Landlord or any other third party (other than pursuant to this Agreement), including all pipes, conduits, ducts, electric or other utilities, sinks or other apparatus through which any utility services are provided.

(d) Landlord will not cause, and will not permit its employees, invitees, agents or contractors to cause, the electrical system at the Premises to shut down, temporarily or otherwise, unless same is necessary as the result of an emergency.

(e) Landlord will not, and will not permit its employees, invitees, agents or contractors to, conduct activities on, in or about the Property or the Premises that Landlord knows or reasonably should know may damage, impair or otherwise adversely affect the System or its function. Further, Landlord will not, and will not permit its employees, invitees, agents or contractors to conduct maintenance to the Premises, or to undertake other activities, that are reasonably likely to damage, impair or otherwise adversely affect the System or its function. Landlord shall take all reasonable steps to limit access to the Premises to Tenant and Tenant's employees, invitees, agents and representatives.

(f) In the event of a casualty event that damages any portion of the Premises, Landlord shall promptly repair or replace such portion of the Premises as is necessary to allow Tenant to enjoy all rights provided to Tenant hereunder. Landlord will promptly notify Tenant of any damage to or defective condition in any part or appurtenance of the Premises (including mechanical, electrical, plumbing, heating, ventilating, air conditioning and other equipment facilities and systems located within or serving the Premises) which could adversely impact the System or the Premises.

(g) Landlord represents and warrants that the execution and delivery by Landlord of, and the performance of its obligations under, this Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Landlord, or any valid order of any court, or regulatory agency or other body having authority to which Landlord is subject. This Agreement constitutes a legal and valid obligation of Landlord, enforceable against Landlord, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law, and as may be otherwise provided for in the Agreement.

(h) Landlord acknowledges and agrees that the free and unobstructed flow of sunlight ("**Insolation**") is essential to the value to Tenant of the leasehold interest granted hereunder, and is a material inducement to Tenant in entering into this Agreement. Accordingly, and pursuant to Section 1.4, Landlord shall not permit any interference with Insolation reaching the Premises. Without limiting the foregoing, Landlord shall not construct or permit to be constructed any structure on the Property that could adversely affect Insolation levels, permit the growth of foliage that could adversely affect Insolation levels, or emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to Insolation. If Landlord becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the Insolation to the Premises, Landlord shall advise Tenant of such information and reasonably cooperate with Tenant in measures to preserve existing levels of Insolation at the Premises. In the event Landlord desires to construct improvements on the Property and such improvements could diminish the Insolation to the Premises, Landlord shall advise Tenant of such information as soon as reasonably practicable and Tenant shall reasonably

cooperate with Landlord in measures to accommodate such improvements and Landlord shall reasonably cooperate with Tenant in measures to preserve existing levels of Insolation at the Premises; provided that Tenant shall not be obligated to make any changes to the System to the extent such changes adversely affect Insolation levels or materially increase the cost to Tenant to construct, operate or maintain the System. Notwithstanding any other provision of this Agreement, the Parties agree that (i) Tenant would be irreparably harmed by a breach of the provisions of this Section 5.1(h), (ii) an award of monetary damages would be inadequate to remedy such a breach, and (iii) Tenant shall be entitled to seek equitable relief, including specific performance, to compel compliance with the provisions of this Section 5.1(h). In addition, Landlord hereby grants to Tenant the right, to remove, trim, prune, top or otherwise control the growth of any tree, shrub, plant or other vegetation on the Premises to the extent it prevents or otherwise obstructs Insolation to the Premises.

(i) Intentionally Omitted.

(j) Landlord will cooperate with Tenant and use its best effort to assist Tenant, at no cost to Landlord, in obtaining and maintaining any permits or approvals required in connection with the installation, operation and maintenance of the System on the Premises.

5.2 Representations and Covenants of Tenant.

(a) Tenant represents and warrants that the execution and delivery by Tenant of, and the performance of its obligations under, this Agreement have been duly authorized by all necessary action, do not and will not require any further consent or approval of any other person, and do not contravene any provision of, or constitute a default under, any indenture, mortgage or other material agreement binding on Tenant, or any valid order of any court, or regulatory agency or other body having authority to which Tenant is subject. This Agreement constitutes a legal and valid obligation of Tenant, enforceable against Tenant, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or laws relating to or affecting creditors' rights generally and general principles of equity whether such enforceability is considered in a proceeding in equity or at law, and as may be otherwise provided for in the Agreement.

(b) Tenant shall take good care of the Premises and the System, ordinary wear and tear excepted, and conduct all required maintenance and make all repairs thereto. Tenant agrees to maintain the Premises in such a manner that it is not deemed a nuisance, which would include using commercially reasonable efforts to trim and mow the vegetation under and among the panels on the Premises and to maintain the Premises in such a park like manner or aesthetically pleasing manner; provided that Landlord acknowledges and agrees that Tenant shall have no obligation to trim or mow such vegetation more than three times per year. Except as otherwise expressly provided herein, Landlord shall have no duty or liability to Tenant with respect to the maintenance, repair or security of the Premises or the System.

(c) Except as expressly provided in Section 5.1(b), Tenant shall make all arrangements for and pay directly to the entity providing the service, before delinquent, all charges for all utilities and services furnished to or used by it, including without limitation, gas, electricity, water, steam, telephone service, trash collection and connection charges. In the event that Tenant desires to undertake maintenance, repair, upgrade, replacement or security activities with respect

to electrical transmission or distribution lines owned by Landlord, Tenant may do so at Tenant's expense subject to the approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed.

(d) Tenant represents that, except for the need to remove, trim, prune, top or otherwise control the growth of certain vegetation on the Premises, the existing conditions of the Premises, including but not limited to the level of dust generated by the adjacent parking lots and soccer fields as of the Effective Date, are acceptable and provide for unobstructed flow of Insolation for the purposes stated hereunder. Further, Tenant is aware of surrounding and abutting and adjacent properties and in their opinion said properties do not interfere, as of the Effective Date, with the conditions necessary for the Tenant to construct, own, operate or maintain the System.

ARTICLE VI TITLE AND TRANSFER RESTRICTIONS

6.1 Title to System. Subject to the rights provided to Landlord pursuant to this Agreement, the System and all alterations, additions, improvements or installations made thereto by Tenant and all Tenant property used in connection with the installation, operation and maintenance of the System is, and shall remain, the personal property of Tenant ("***Tenant Property***"). In no event shall any Tenant Property be deemed a fixture, nor shall Landlord, nor anyone claiming by, through or under Landlord (including but not limited to any present or future mortgagee of the Property) have any rights in or to the Tenant Property at any time except as otherwise provided herein. Landlord shall have no ownership or other interest in the System or other equipment or personal property of Tenant installed on the Premises, and Tenant may remove all or any portion of the System at any time and from time to time. Without limiting the generality of the foregoing, Landlord hereby waives any statutory or common law lien that it might otherwise have in or to the System or any portion thereof. The System may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Landlord.

6.2 Liens.

(a) Landlord shall not suffer or permit the System or the Premises to become subject to any lien or encumbrance for debt of any kind (including without limitation, any mechanic's, laborer's or materialman's lien) that may be owed by or demanded of Landlord. Landlord will promptly give Tenant written notice of such lien and will promptly take such action as is necessary or appropriate to have the lien discharged and removed of record. Landlord shall be solely responsible for any and all costs and expenses incurred in discharging and releasing such lien.

(b) Tenant shall not suffer or permit the Premises to become subject to any lien or encumbrance for debt of any kind (including without limitation, any mechanic's, laborer's or materialman's lien) that may be owed by or demanded of Tenant. Tenant will promptly give Landlord written notice of any such lien and will promptly take such action as is necessary or appropriate to have the lien discharged and removed of record. Tenant shall be solely responsible for any and all costs and expenses incurred in discharging and releasing such lien.

(c) If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Property, the Premises or the System, the Party responsible for the discharge thereof (the "**Discharging Party**") shall, within ten (10) Business Days after receiving notice of the filing thereof, cause such lien to be discharged of record by payment, deposit, bond, insurance, order of court of competent jurisdiction or otherwise. If the Discharging Party shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, the other Party may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding. Any amount so paid by such Party and costs and expenses reasonably incurred by such Party in connection therewith, together with interest in the amount of 2.5% per month from the respective dates of making the payment or incurring the cost and expenses, shall be paid by the Discharging Party within ten (10) Business Days of the Discharging Party's receipt of an invoice therefor.

ARTICLE VII QUIET ENJOYMENT

Landlord covenants and agrees that Tenant, provided Tenant remains in compliance with its obligations under this Agreement, shall lawfully and quietly have, hold, occupy and enjoy the Premises and an uninterrupted right of ingress and egress across the Property in accordance with the terms hereof throughout the entire term of this Agreement, free from any claim of any Person of superior title thereto without hindrance to, interference with or molestation of Tenant's use and enjoyment thereof, whether by Landlord or any of its agents, employees or independent contractors or by any Person having or claiming an interest in the Permitted Areas.

ARTICLE VIII TAXES

8.1 Landlord Taxes and Assessments. Landlord will pay, when due, all real property taxes and assessments levied against the Premises and all personal property taxes and assessments levied against any property and improvements owned by Landlord and located on the Premises. If Landlord fails to pay any such taxes or assessments when due, Tenant may, at its option, pay those taxes and assessments and any accrued interest and penalties, and either seek reimbursement from Landlord or deduct the amount of its payment from any rent or other amount otherwise due to Landlord from Tenant.

8.2 Tenant Taxes and Assessments. Tenant will pay all personal property taxes and assessments levied against the System when due, including any such taxes based on electricity production. If the real property taxes assessed to such Premises increase solely as a result of the installation of the System on the Premises, Tenant will pay or reimburse Landlord an amount equal to the increase to the extent caused by such installation no later than ten (10) days prior to the date each year on which the applicable real estate taxes are due to be paid, *provided* that not less than thirty (30) days prior to such due date Landlord provides Tenant with copies of the applicable current and past statements of real estate taxes payable for the Premises and any related information demonstrating that the installation of the System resulted in the increase in real estate taxes for which Landlord is requiring payment or reimbursement from Tenant. Landlord and Tenant agree jointly to use commercially reasonable efforts to cause the Premises not to be reclassified from its present zoning classification or exemption as a result of this Agreement. Tax

Contest. Either Party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

ARTICLE IX PRIOR USES

9.1 In granting this Agreement, Landlord does not seek to make Tenant liable for any past, present or future contamination or pollution or breach of any Applicable Law pertaining to the use, storage and disposal of Hazardous Materials, if any, located on or related to the Property, including the Premises and the land beneath, unless brought to the Property by or on behalf of Tenant. Accordingly, Landlord agrees to assume full responsibility for any liability or cleanup obligations for any contamination or pollution or breach of Applicable Law pertaining to the use, storage and disposal of Hazardous Materials, related to the Property, including the Premises, unless brought to the Property by or on behalf of Tenant. For purposes of this Article IX, “**Hazardous Materials**” means those substances defined, classified, or otherwise denominated as a “hazardous substance,” “toxic substance,” “hazardous material,” “hazardous waste,” “hazardous pollutant” or oil in the Applicable Law or in any regulations promulgated pursuant to the Applicable Law.

(a) *Landlord Representation*. Landlord represents that at the time it executes this Agreement, no Hazardous Materials exist or have been released on, in or under the Property in violation of Applicable Law.

(b) *Tenant Responsibilities*. Tenant agrees and shall cause its contractors to agree, as follows:

i. To take reasonable measures to reduce or mitigate noise, dust, the spread of debris and installation materials; and

ii. To use and dispose of any Hazardous Materials brought to the Property by Tenant or its contractors in accordance with all Applicable Laws.

9.2 If Tenant or its contractors discover any Hazardous Materials existing on the Property during the installation and testing of the System that Tenant reasonably believes may require removal or remediation, or that otherwise impairs or prevents installation and testing of the System, Tenant shall promptly notify Landlord, and Tenant may, in its sole discretion, suspend installation or testing of the System until such time as Landlord has removed the Hazardous Materials and remediated the Property to Tenant’s satisfaction. Tenant shall have no responsibility or liability in respect of Hazardous Materials existing at the Property (other than any Hazardous Materials brought to the Property by or on behalf of Tenant). If Landlord (a) does not agree on a schedule and terms to remediate the Hazardous Materials within five (5) days following the discovery of such Hazardous Materials at the Property or (b) does not remediate within twenty (21) days, then either such failure shall be an Event of Default, Landlord shall be liable for damages as a defaulting Party under Article 10, and Tenant may terminate this Agreement.

ARTICLE X
EVENTS OF DEFAULT; INSURANCE; INDEMNIFICATION

10.1 Events of Default. The following shall each constitute an “*Event of Default*” by a Party.

(a) The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement (other than those specified in clauses (b), (c), (d) and (e) of this Section 10.1) and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; *provided, however*, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party’s time to do so shall be extended by the time reasonably necessary to cure the same; *provided further*, that if such breach cannot, due to its nature and despite diligent efforts, be cured within ninety (90) days, the non-defaulting Party may terminate this Agreement under this Article X.

(b) Fraud or intentional misrepresentation by the Party with respect to any of the representations, covenants or agreements of this Agreement.

(c) The Party: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor’s rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within forty-five (45) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

(d) The Party assigns this Agreement in whole or in part in violation of Article XII.

10.2 Force Majeure. If by reason of Force Majeure, either Party is unable to carry out, either in whole or in part, any of its obligations contained herein, such Party shall not be deemed to be in default during the continuation of such inability, *provided that*: (a) the non-performing Party promptly gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (b) the suspension of performance be of no greater

scope and of no longer duration than is required by the Force Majeure event; (c) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (e) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. Notwithstanding anything to the contrary in this Agreement, in the event a Force Majeure event continues for a period of two hundred and seventy (270) consecutive days or more, either Party may terminate this Agreement. Upon termination of this Agreement by either Party pursuant to this Section 10.2, neither Party shall have any obligation or financial liability to the other Party as a result of such termination. “**Force Majeure**” means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure and shall include, without limitation, an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); and unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence).

10.3 Termination for Default. Upon the occurrence of an Event of Default, the non-defaulting Party may (unless such Event of Default was fully cured by the defaulting Party before receipt of written notice of default hereunder) give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, which shall be at least five (5) business days after the giving of such notice, and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof without penalty or liability to the terminating Party; *provided, however*, that if the non-defaulting Party does not exercise its right to terminate pursuant to this Section 10.3 within ninety (90) days after its discovery of an Event of Default, then the non-defaulting Party shall lose the right to terminate this Agreement with respect to the occurrence of such Event of Default and such Event of Default shall be deemed cured.

10.4 Remedies. Subject to the limitations set forth in this Agreement, Landlord and Tenant each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party agrees that it has a duty, under law, to mitigate damages that it may incur as a result of the other Party's non-performance under this Agreement.

10.5 Insurance. Each Party will procure and maintain insurance as its own cost and expense, and all in accordance with the coverage requirements set forth in **Exhibit D** attached hereto. Each Party shall provide certificates of insurance to the other during the Term certifying that such coverages shall remain in effect for the duration of this Agreement.

10.6 Indemnification.

(a) Landlord agrees, and Tenant agrees to the extent permitted by law, (as appropriate, the "**Indemnifying Party**") to indemnify, defend and hold harmless the other Party and its Affiliates, directors, officers, employees and agents (and in the case of Tenant, its Lender, as defined below) (collectively, the "**Indemnified Party**") from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) for personal injury or death to Persons and damage to the property of any Indemnified Party or third party to the extent arising out of, resulting from, or caused by the breach of this Agreement by, or the negligent or willful misconduct of, the Indemnifying Party, its Affiliates, its directors, officers, employees, or agents.

(b) Nothing in this Section 10.6 shall enlarge or relieve Landlord or Tenant of any liability to the other for any breach of this Agreement. This indemnification obligation shall apply notwithstanding the negligence or willful misconduct of the Indemnified Party, but the Indemnifying Party's liability to pay damages to the Indemnified Party shall be reduced in proportion to the percentage by which the Indemnified Party's negligence or willful misconduct contributed to the claim giving rise to, or increased the level of, the damages. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

10.7 Defense of Actions.

(a) Promptly after receipt by a Party of any claim or notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in Section 10.6 may apply, the Indemnified Party shall notify the Indemnifying Party in writing of such fact. The Indemnifying Party shall assume the defense thereof with counsel designated by such Party and satisfactory to the Indemnified Party, *provided, however*, that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the Indemnifying Party's expense, unless a liability insurer is willing to pay such costs.

(b) If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim, provided that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement.

(c) Except as otherwise provided in this Article X, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under Section 10.6, the amount owing to the Indemnified Party will be the amount of the Indemnified Party's damages net of any insurance proceeds received by the Indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

ARTICLE XI
LIMITATION OF LIABILITY

EXCEPT FOR INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10.6, OR A BREACH OF THIS AGREEMENT DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM A BREACH OF THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

ARTICLE XII
ASSIGNMENT

12.1 General.

(a) This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties and their respective successor and assigns. Neither Party shall assign or in any manner transfer this Agreement, any rights or obligations included herein, or any part thereof without the prior written consent of the other Party, which consent may not be unreasonably conditioned, withheld or delayed, except that the following Tenant assignments are permitted under this Agreement without the need to obtain the prior written consent of Landlord, but pursuant to prompt written notice to Landlord, in connection therewith: (i) any assignment or transfer of this Agreement (or any rights or obligations hereunder) by Tenant to an Affiliate of Tenant; (ii) to a person that will upon such assignment own the System and all rights and assets required to operate the System in accordance with the Agreement; and (iii) any direct or collateral assignment by Tenant of this Agreement to any entity (the "**Lender**") as security for or in connection with a financing or other financial arrangement related to the Premises or the Solar Facility.

(b) As a condition of any assignment (other than an assignment permitted pursuant to 12.1(a)(iii) or Section 12.2), the assignor and proposed assignee shall represent and warrant to the non-assigning Party in a signed writing that the assignee is capable of performing, and will perform, all of the obligations required of the assigning Party under this Agreement and that the assignee possesses the creditworthiness and experience necessary to operate and maintain the System.

(c) Any assignment of Tenant's interests in accordance with this Section 12.1 shall relieve Tenant of any further liabilities or obligations under this Agreement accruing after the date of such assignment; *provided* that any such assignee has assumed and agreed to carry out any and all covenants and obligations of Tenant hereunder after the date of such assignment.

12.2 Lender Accommodations.

(a) Limited Grant to Lender. Tenant, without the approval of Landlord, may grant an interest in its rights and obligations under this Agreement to any Lender. Promptly after granting such interest, Tenant shall notify Landlord in writing of the name, address, and telephone and facsimile numbers of any Lender to which Tenant's interest under this Agreement has been assigned, though, notwithstanding anything to the contrary in this Section or this Agreement, Landlord shall have no obligation to provide to any such Lender any notices issued or required to be issued to Tenant pursuant to this Agreement unless and until Lender has assumed the rights and obligations of Tenant through a permitted assignment under the terms of this Agreement or as a result of a foreclosure by Lender on its security interest, and an assignment agreement has been executed by and between Tenant and Lender, and a copy of such agreement has been provided to Landlord.

(b) Rights of Lender. If Tenant encumbers its interest under this Agreement as permitted by Section 12.2(a), the following provisions shall apply:

(i) Lender shall have the right, but not the obligation, to perform any act required to be performed by Tenant under this Agreement. Landlord agrees that any Lender will have the right, but not the obligation, to make any payment and to do any other act or thing required to be performed by Tenant under this Agreement, and any such payment, act or thing performed by Lender will be effective to prevent an Event of Default by Tenant as if done by Tenant itself.

(ii) Landlord agrees that no Lender shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Agreement on the part of Tenant or shall have any obligation or liability to Landlord with respect to this Agreement except to the extent this Agreement has been assigned to the Lender, or any Lender has otherwise assumed obligations of Tenant hereunder; *provided* that Landlord shall nevertheless be entitled to exercise all of its rights hereunder in the event that Tenant or Lender fails to perform Tenant's obligations under this Agreement.

(iii) Upon the receipt of a written request from Tenant, Landlord shall execute or arrange for the delivery of such documents as may be reasonably requested by Tenant (at Tenant's sole cost) to consummate any financing or refinancing, and which may provide that Landlord and Tenant recognize the right of such Lender to assume the rights and obligations of Tenant under this Agreement upon foreclosure of Lender's security interest; *provided, however*, that this provision shall not require Landlord to execute any documents or instruments which are contrary to Applicable Law or which may increase Landlord's risk or obligations under this Agreement.

(iv) During the time all or any part of Tenant's interests in this Agreement are mortgaged or assigned to any Lender, if Tenant defaults under any of its obligations hereunder and Landlord is required to give Tenant notice of the default pursuant to Section 10.2(c), Landlord will also be required to give Lender notice of the default. If Landlord becomes entitled to terminate this Lease due to an uncured default by Tenant, Landlord will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to

terminate this Agreement to the Lender and has given the Lender at least thirty (30) days from such notice to cure the default to prevent termination of this Agreement. If within such thirty (30) day period the Lender notifies the Landlord that it must foreclose on Tenant's interest or otherwise take possession of Tenant's interest under this Agreement in order to cure the default, Landlord will not terminate this Agreement and will permit the Lender a reasonable period of time necessary for the Lender, with the exercise of due diligence, to foreclose or acquire Tenant's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Tenant.

ARTICLE XIII MISCELLANEOUS PROVISIONS

13.1 Governing Law; Forum. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Nebraska without regard to principles of conflicts of law. Actions brought hereunder shall be brought in the State of Nebraska.

13.2 Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired.

13.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

13.4 Entire Agreement, Amendments and Waivers. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes the terms of any previous agreements or understandings, oral or written. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns. Either Party's waiver of any breach or failure to enforce any of the terms of this Agreement shall not affect or waive that Party's right to enforce any other term of this Agreement.

13.5 Further Assurances. Either Party shall execute and deliver such further instruments as may be reasonably requested by the other Party in order to carry out the terms of this Agreement.

13.6 Notices. All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon delivery, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or facsimile transmission.

The communications shall be sent to the following addresses:

If to Tenant:

Sol Systems, LLC
1101 Connecticut Avenue NW, Second Floor
Washington, DC 20036
Attention: General Counsel
Email: general.counsel@solsystemscompany.com

If to Landlord:

City of Scottsbluff
ATTN: City Manager
2525 Circle Drive
Scottsbluff, NE 69361

Any Party may change its address and contact person for the purposes of this Section 13.6 by giving notice thereof in the manner required herein.

13.7 Estoppel. Either Party hereto, without charge, at any time and/or from time to time, within five (5) Business Days after receipt of a written request by the other Party hereto, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other person, firm or corporation specified by such requesting party:

(a) That this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

(b) Whether or not to the knowledge of any such Party there are then existing any offsets or defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such Party the other Party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same;

(c) Such other factual information as may be reasonably requested by a Party hereto.

In the event that Landlord is requested to provide any certifications aside from the ones specifically set forth in Sections 13.7(a) – (c) above, Tenant shall pay, in advance, the reasonable, documented, third-party attorney's fees to be incurred by Landlord to fulfill said request. Any written instrument given hereunder may be relied upon by the recipient of such instrument in good faith, except to the extent the recipient has actual knowledge of facts contained in the certificate to the contrary.

13.8 Memorandum of Lease. Tenant and Landlord shall execute in recordable form and Tenant shall then record a memorandum of this Agreement in the form attached hereto as

Exhibit E. Landlord hereby consents to the recordation of the interest of an assignee in the Premises.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the Effective Date.

LANDLORD:

TENANT:

By: 

Name: Randy Meininger

Title: Mayor

By: 

Name: Michael Woods

Title: Authorized Signatory

[Signature Page to Lease Agreement]

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Address:

4205 5th Avenue, Scottsbluff, NE 69361

Legal Description:

The S1/2SW1/4, of Section 12, Township 22 North, Range 55 West of the 6th P.M., in Scotts Bluff County, Nebraska, EXCEPT the following described tracts:

The North 100' of the South 193' of the East 100' of the West 163' of the SW1/4SW1/4, AND a tract of land situated in the SW1/4SW1/4 of Section 12, Township 22 North, Range 55 West of the Sixth Principal Meridian, in Scotts Bluff County, Nebraska, more particularly described as follows: Commencing at the Southeast corner of such S1/2SW1/4, thence North on the East line of such S1/2SW1/4 a distance of 1329.0 feet to the Northeast Corner of such S1/2SW1/4, thence West on the North line of such S1/2SW1/4, a distance of 33.0 feet to the point of beginning; thence South and Parallel to the East line of such S1/2SW1/4 a distance of 100.0 feet; thence West and parallel to the North line of such S1/2SW1/4, a distance of 100.0 feet; thence North and parallel to the East line of such S1/2SW1/4 a distance of 100.0 feet to the North line of such S1/2SW1/4; thence East along the North line of such S1/2SW1/4, a distance of 100.0 feet to the Point of beginning, AND

a tract of land situated in the SW1/4,SW1/4 of Section 12, Township 22 North, Range 55 West of the Sixth Principal Meridian, in Scotts Bluff County, Nebraska more particularly described as follows: Beginning at a point on the South line of such SW1/4 that is 163.0 feet East of the Southwest Corner of such SW1/4; thence North and parallel to the West line of such SW1/4 a distance of 193.0 feet; thence East and parallel with the South line of such SW1/4 a distance of 100.0 feet; thence South and parallel with the West line of such SW1/4 a distance of 193.0 feet; thence West a distance of 100.0 feet to the point of beginning, AND

a tract of land situated in the SW1/4SW1/4 of Section 12, Township 22 North, Range 55 West of the Sixth Principal Meridian, in Scotts Bluff County, Nebraska more particularly described as follows: Beginning at the Southwest Corner of Section 12, thence Northerly on the West line of Section 12, on an assumed bearing of N00°00'00"E, a distance of 193.0 feet, thence bearing N89°47'28"E, on a line parallel with and 193.00 feet North of the South line of Section 12, a distance of 63.00 feet to a point of intersection with the Northwest corner of a tract of land as described in Deed Book 105, page 612, Scotts Bluff County Register of Deed's office, thence bearing S00°00'00" W, on the West line of said referenced tract of land, and on a line being 63.00 feet East of and parallel with the West line of Section 12, a distance of 100.00 feet, to the point of intersection with the Southwest corner of said referenced tract of land, and said point also being the Northwest corner of a second referenced tract of land as described in Deed Book 215, page 491, thence continuing Southerly on the West line of second referenced tract of land, bearing S00°00'00"W, and on a line parallel with the West line of Section 12, a distance of 15.00 feet to the point of intersection with the Southwest corner of said second referenced tract of land, said

corner being 78.00 feet North of the South line of Section 12, as measured perpendicular to said South line, thence bearing N89°47'28"E on the South line of said second referenced tract of land, and on a line being 78.00 feet North of and parallel with the South line of Section 12, a distance of 100.00 feet, to the point of intersection with the Southeast corner of said second referenced tract of land, and said point of being 163.00 feet East of the West line of Section 12, as measured perpendicular to said West line, thence bearing N00°00'00"E, on the East line of said second referenced tract of land, and on a line being 163.00 feet East of and parallel with said West line of Section 12, a distance of 15.00 feet, to the point of intersection with the Northeast corner of said second referenced tract of land, and said point also being the Southeast corner of the tract of land described in Deed Book 105, page 612, thence continuing Northerly on the East line of said referenced tract of land, bearing N00°00'00"E, and on a line being 163.00 feet east of and parallel with the west line of Section 12, a distance of 100.00 feet, to the point of intersection with the northeast corner of said referenced tract of land, and said point being 193.00 feet North of the South line of Section 12, as measured perpendicular to said South line, thence bearing N89°47'28"E, on a line 193.00 feet North of and parallel with the South line of Section 12, a distance of 10.00 feet, thence bearing S00°00'00"W, on a line being 173.00 feet East of and parallel with the West line of Section 12, a distance of 193.00 feet, to the point of intersection with the South line of Section 12, thence bearing S89°47'28"W, on the South line of Section 12 a distance of 173.00 feet, to the Point of Beginning.

EXHIBIT B

DESCRIPTION OF PREMISES

Description of the Premises:

The Premises shall be that portion of the Property marked in red below, or as otherwise mutually agreed between Landlord and Tenant in an update to this Exhibit B.



EXHIBIT C

DESCRIPTION OF SYSTEM

Description of the System:

As used in this Agreement, the term “**System**” shall include the solar energy generating equipment and energy storage equipment, including any structural elements to physically support the solar modules incorporated therein, including but not limited to the vertical support poles or upright piers, trellis structures, trusses or purlins on which the modules are mounted, concrete or similar anchors or plugs, and mounting hardware used to attach solar modules and other electrical components to the Premises, as well as overhead and/or underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities and substations to be operated in conjunction with the solar energy generating equipment installations, roads, and related improvements, facilities and equipment including all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said equipment, wires and cables on, along and in the Premises.

As used in this Agreement, the term “**Transmission Facilities**” means electrical transmission and/or distribution and communications lines and related cables, wires, conduit, circuit breakers and transformers, and any and all necessary and proper facilities, fixtures, and additional equipment any way related to or associated with any of the foregoing for the transmission and delivery of electrical energy. Transmission Facilities will be deemed to be part of the System.

An approximate location of the System is as described in the diagram below, as shall be updated from time to time in accordance with the terms of this Agreement.



EXHIBIT D

INSURANCE OBLIGATIONS

Insurance

1) Tenant's Insurance. At all times relevant to this Agreement, Tenant shall maintain (or shall cause its contractors to maintain), with a company or companies licensed or qualified to do business in the State where the Premises are located and rated A / VIII or above by A.M. Best, the following insurance coverage:

- (a) Workers' compensation insurance in compliance with appropriate federal and the State of Nebraska laws, and employers liability insurance with limit of not less than \$1,000,000 per accident or disease for each employee;
- (b) Commercial general liability insurance, occurrence form, including, but not limited to, contractual coverage for all of the provisions of this Agreement, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- (c) Umbrella or excess liability insurance covering claims in excess of the underlying insurance described in the foregoing subsections (a) and (b) above with a \$5,000,000 minimum per occurrence and annual aggregate limit.

2) Landlord's Insurance. At all times relevant to this Agreement, Landlord shall maintain, with a company or companies licensed or qualified to do business in the State where the Premises are located and rated A / VIII or above by A.M. Best, the following insurance coverage:

- (a) Commercial general liability insurance, occurrence form, including, but not limited to, contractual coverage for all of the provisions of this Agreement, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- (b) Property coverage will be maintained providing replacement cost value for property that is in Landlord's care, custody and control, as may be applicable. This coverage shall include appropriate riders for specialty equipment as necessary.

Deductibles. In addition, Landlord must provide Tenant with a bona fide list of all deductibles, retentions, or any other cost sharing agreements affecting this coverage. These deductibles, retentions, or other forms of cost sharing shall not exceed \$10,000.

Certificates. Landlord shall cause certified copies of all required insurance policies to be endorsed by the insurance providers for the above coverages. Evidence of the above insurance policies shall be provided on a continuous basis and on a standard ACORD form 25-S, providing not less than thirty (30) days' notice of cancellation or material alteration. The insurance certificate(s) shall reflect the following changes to standard language: in the cancellation clause delete "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives". All policies listed in this Exhibit D shall grant Tenant, its

successors, subsidiaries, directors, officers, agents and employees a waiver of subrogation. The commercial general liability policy in this Exhibit D shall name Tenant, its successors, subsidiaries, directors, officers, agents and employees as an additional insured. The property coverage policy in this Exhibit D shall name Tenant, its successors, subsidiaries, directors, officers, agents and employees as a loss payee.

EXHIBIT E
MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT¹

THIS MEMORANDUM OF SOLAR FACILITIES LEASE (“**Memorandum of Lease**”) is entered into this 5 day of ~~month~~^{November}, 2018 by and between [property owner], a [state] limited liability company (hereinafter “**Landlord**”), and [company], a [state] limited liability company, and its successors and assigns (hereinafter “**Tenant**”).

RECITALS:

A. Landlord and Tenant have entered into that certain Solar Facilities Lease Agreement (the “**Lease Agreement**”), dated ~~month~~^{November} 5, 2018 (the “**Effective Date**”) whereby Landlord has agreed to lease to Tenant certain real property, together with certain easement rights across said premises, in the County of [county], State of [state], and being more particularly described in Schedule A attached hereto and made a part hereof (the “**Premises**”).

B. The parties wish to give notice of the existence of such Lease Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Landlord and Tenant have entered into the Lease Agreement to lease and demise the Premises for solar energy purposes and to grant certain access and solar easements. Pursuant to the Lease Agreement, Tenant has the exclusive right to use the Premises for solar energy purposes, together with certain related solar, access and other easement rights and other rights related to the Premises, all as more fully described in the Lease Agreement. Solar energy purposes means converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto.

2. The initial term of the Lease Agreement commences on the Effective Date and expires on [month] __, 201__ (the “**Development Period**”). The Lease Agreement may automatically be extended for an Operating Term, as defined below, upon the earlier of (i) the date when the solar facility installed on the Premises receives permission to operate from the local utility (“**Operation Date**”); or (ii) date when Landlord receives written notice from Tenant of Tenant’s election to extend the term of the Lease Agreement for the Operating Term (“**Operating Term Notice Date**”). The Operating Term of the Lease Agreement (“**Operating Term**”) is [twenty (20)] years from the earlier of either of the Operation Date or the Operating Term Notice Date unless sooner terminated in accordance with the terms of the Lease Agreement. In addition, Tenant has a right to extend the Operating Term for [two (2)] additional periods of [five (5) years] upon written notice to Landlord.

3. Landlord will have no ownership and other interest in any solar facility installed on the Premises by Tenant and Tenant may remove such solar facility at any time.

4. *[Insert description of easements and any right of first offer or right of first refusal]*

¹ NTD: Ensure that document conforms to state specific requirements for recordation.

terms and conditions].

5. The Lease Agreement and the easement and rights granted Tenant therein will burden the Premises and will run with the land. The Lease Agreement will inure to the benefit of and be binding upon Landlord and Tenant and, to the extent provided in any assignment or other transfer under the Lease Agreement, any assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

6. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice of the lease and easement rights in accordance with the terms, covenants and conditions of the Lease Agreement.

7. The terms and conditions of the Lease Agreement are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease Agreement and this Memorandum of Lease, the Lease Agreement will control.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the 5th day of November, 2018.

LANDLORD

By: 

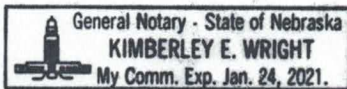
Name: Randy Meininger

Title: Mayor

STATE OF Nebraska)
COUNTY OF Scotts Bluff) ss.

The foregoing instrument was acknowledged before this 15th day of November, 2018, by City of Scottsbluff Kimberley E. Wright

Notary Public



TENANT

[project company],
a [state] limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before this ____ day of _____, 2018, by _____, the _____ of [project company], a [state] limited liability company, on behalf of the limited liability company.

Notary Public

Schedule A

TO MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT

Legal Description of Premises

EXHIBIT F

PERMITTED ENCUMBRANCES

1. Those certain encumbrances described in that certain Commitment for Title Insurance No. 186525, dated as of August 28, 2018, and issued by Fidelity National Title Insurance Company.
2. That certain agreement between Landlord and the Western Nebraska Community College, Scottsbluff Public School District No. 32, American Youth Soccer Organization Region 875 and its Club Team, the Western Nebraska Football Club, dated as of April 16, 2018.

City of Scottsbluff, Nebraska

Monday, January 6, 2020

Regular Meeting

Item Reports4

Council to discuss and consider action on an Agreement between the City of Scottsbluff and the Scottsbluff Rural Fire Protection District to be automatically dispatched to fires and other emergencies within each jurisdiction and authorize the Mayor to sign the Agreement.

Staff Contact: Thomas Schingle, Fire Chief

Agenda Statement

Item No.

For Meeting of: 6 January 2020

AGENDA TITLE: Council to consider an agreement between the City of Scottsbluff and Scottsbluff Rural Fire Protection District to be automatically dispatched to fires and other emergencies within each jurisdiction and authorize the Mayor to sign.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Scottsbluff Fire Department

PRESENTATION BY: Tom Schingle

SUMMARY EXPLANATION: This is an agreement by which Scottsbluff Fire and Scottsbluff Rural Fire Protection District would be automatically dispatched to structure fires in either jurisdiction. This is similar to the current agreement between Gering Fire and Scottsbluff Fire. Having additional personnel and equipment increases safety and automatically dispatching both agencies expedites these resources to emergency scenes.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Approve and authorize the Mayor to sign

EXHIBITS

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

Other (specify) Interlocal Agreement

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

INTERLOCAL AGREEMENT FOR AUTOMATIC AID

This Interlocal Agreement for Automatic Aid ("Agreement") is entered into this ____ day of _____, 2020 by and between the city of Scottsbluff, Nebraska, 2525 Circle Drive, Scottsbluff, Nebraska 69361 ("City") and the Scottsbluff Rural Fire Protection District, 1717 East 15th Street, Scottsbluff, Nebraska 69361 ("Rural").

- A. The City and Rural are both political subdivisions duly authorized and existing under the laws of the State of Nebraska; and
- B. The City and Rural desire to make use of their pooled resources in order to jointly cooperate in rendering mutual aid to each other; and
- C. According to the Interlocal Cooperation Act, Nebraska Revised Statute §13-801 et.seq., the City and Rural have determined the most efficient use of their powers in regard to providing fire protection for its residents is to cooperate with each other on the basis of a mutual advantage, and provide services, facilities and equipment, in a manner that will accord best with the geographic, economic, population and other factors influencing the needs for fire protection of its residents.

IT IS THEREFORE AGREED as follows:

1. Response Area. This Agreement shall apply to all incidents requiring the need of a fire department including structure fires in residential, commercial, recreational and rural properties and any other incident ("Emergency Incidents") within each party's corporate and district limits. Both parties agree to notify the Scotts Bluff County Communications Center of the response limits for the City and for the Rural.
2. Situations Where Aid is Provided. All calls for fire services within the automatic aid agreement area, which shall include the corporate limits of the City and the district limits of Rural, shall result in an automatic, simultaneous response from the City and Rural. To accomplish this, Scotts Bluff County Communications Center shall simultaneously dispatch the City's fire department and Rural. This Agreement shall be in effect 24 hours a day, seven days a week.
3. No Reimbursement for Costs. Neither the City nor Rural shall be required to reimburse each other or any other party for the cost of providing automatic aid under this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents that they are dispatched to pursuant to this Agreement.
4. Automatic Aid Response. The City and Rural will respond, when available, with a staffed engine company to all reported or confirmed Emergency Incidents at locations within corporate and district limits of the City and Rural. The dispatch of an auto-aid engine company will be made with the initial dispatch to the reported Emergency

Incidents by the Scotts Bluff County Communications Center. The first arriving party will establish the incident command system and retain incident command until the party, whose limits the Emergency Incidents are in, arrives upon which command shall be transferred to an officer of that party.

5. Personnel and Equipment. The City's Fire Chief and the Rural's Fire Chief shall establish a response plan regarding the deployment of personnel and equipment in responding to Emergency Incidents under this Agreement. In all cases, response will be consistent with the established protocols. Any other required personnel and/or equipment will be determined by the Incident Commander in his or her sole discretion. If first arriving responders determine that they can handle the incident with their own available resources, then they shall return the still responding units.
6. Liability and Indemnification.
 - A. Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury, or damage occurs at an Emergency Incident within the described limits of either party. To the extent allowed by law, each party shall indemnify, defend and hold harmless each other and all other parties for damages, claims, demands, suits, judgments, costs and expenses arising from loss of or damage to private property and/or death of or injury to private persons whether caused by either party responding pursuant to this Agreement. Provided, however, nothing contained herein shall expand the immunity of a party granted to it by law.
 - B. Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by any officer in the capacity of Incident Commander, which are later determined at any time to have been grossly negligent, willful, wanton or reckless.
7. Term of Agreement. This Agreement shall become effective immediately upon signing by each of the parties. The Agreement shall be for an initial term of 12 months. The Agreement shall automatically be extended for an additional 12-month term, year-to-year, unless one party gives written notice to the other party of its intention not to renew the Agreement at least 30 days prior to the expiration of the then current term. Notice shall be sent to each party at the address in this Agreement.
8. Miscellaneous Provisions.
 - A. No separate legal or administrative entity will be created hereunder. The existing firefighters of the respective parties will complete the terms of this Agreement.

- B. It is understood and agreed by the parties that if any part, term, condition or provision of this Agreement is held to be illegal or in conflict with any other laws of this state, or the United States, the validity of the remaining parts, terms, conditions or provisions shall not be effected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain that particular part, term, condition or provision held to be invalid.
- C. The purpose of this agreement is to provide the terms and conditions which allow the parties to utilize their firefighting equipment, personnel and experience and providing better fire protection to their residents.
- D. This Agreement will be financed through the usual budget process provided for by law for each of the parties.
- E. Pursuant to Nebraska Revised Statute §13-804(5), the parties acknowledge, stipulate and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
- F. Pursuant to Nebraska Revised Statute §13-804(4)(a), the parties agree a Project Administrator shall be designated for this Agreement. "Project Administrator" shall mean the individual who shall oversee the terms of this Agreement. The Project Administrator for this Agreement shall be the Fire Chief for the City and the Fire Chief for Rural.
- G. Pursuant to Nebraska Revised Statute §13-804(4)(b), the parties agree all real and personal property acquired under the terms of this Agreement shall belong to the acquiring party and shall be disposed of by the party who acquires the property.

CITY OF SCOTTSBLUFF,

SCOTTSBLUFF RURAL FIRE
PROTECTION DISTRICT,

By _____
Mayor

By _____
Board President

Attest:

City Clerk