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

**Regular Meeting**
**November 5, 2018**
**6:00 PM**

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Closed Session
   a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. Consent Calendar (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately)
   a) Approve the minutes of the October 15, 2018 Regular Meeting.
   b) Council to set a public hearing for November 19th at 6:00 p.m. to consider acquiring property at 1306 East Overland located over the Scottsbluff Drain.
8. Claims:
   a) Regular claims
9. Petitions, Communications, Public Input:
   a) Council to consider a Community Festival Permit for the Holiday Parade and special events on Broadway sponsored by the Downtown Scottsbluff Association on November 18, 2018, 4:00 p.m. to 8:00 p.m., including street closures, vendors and noise permit.
   b) Council to consider a Community Festival Permit for Christmas on Broadway / Jingle Jog sponsored by the Scottsbluff YMCA on December 1, 2018, 2:00 p.m. to 4:00 p.m., including street closures, vendors and noise permit.
10. Resolution & Ordinances:
    a) Council to consider an ordinance establishing a fee for lift assistance to individuals, assisted living facilities and nursing care facilities.

b) Council to consider a resolution prohibiting left hand turns onto and from East 27th Street from the horseshoe drive exit and entrance at Scottsbluff High School.

11. Reports from Staff, Boards & Commissions:

a) Council to receive an update on negotiations with the Riverside Discovery Center Contract.

b) Council to consider an Economic Development Agreement for Bytes Computer and Network Solutions, Inc.

c) Council to receive an update on revisions to City Codes.

d) Council to consider approval of the Solar Facilities Lease Agreement for the 5 MW Solar Project and authorize the Mayor to execute the agreement.

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

13. Council reports (informational only):

14. Scottsbluff Youth Council Representative report (informational only):

15. Adjournment.

# City of Scottsbluff, Nebraska

**Monday, November 5, 2018**

**Regular Meeting**

## Item Exec1

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

**Staff Contact: City Council**

# City of Scottsbluff, Nebraska

## Monday, November 5, 2018

## Regular Meeting

## Item Consent1

## Approve the minutes of the October 15, 2018 Regular Meeting.

**Staff Contact: City Council**

Regular Meeting
October 15, 2018

The Scottsbluff City Council met in a regular meeting on October 15, 2018 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on October 12, 2018, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on October 12, 2018.

Mayor Meininger presided and City Clerk Wright recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the Council meeting asking those wishing to speak to come to the microphone and state their name and who they are representing for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Randy Meininger, Scott Shaver, Jordan Colwell, Mark McCarthy, and Raymond Gonzales. Also present were City Manager Johnson and City Attorney Kent Hadenfeldt.

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

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

Mayor Meininger welcomed Tony Kaufman, Mayor and Ben Backus, Council Member from the City of Gering.

Moved by Council Member McCarthy seconded by Council Member Gonzales that,

a) "The minutes of the October 1, 2018 Regular Meeting be approved,"
b) "A Town Hall Meeting be set at 6:00 p.m. on October 29, 2018 for an educational forum regarding LB 357.
c) "A sewer claim be acknowledged from Mike and Marsha Green and the City Council will not take any action on the claim. " YEAS," Colwell, Meininger, Shaver, McCarthy, and Gonzales" "NAYS," None. Absent: None.

Moved by Council Member Shaver, seconded by Council Member Colwell, "that the following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated October 15, 2018, as on file with the City Clerk and submitted to the City Council," "YEAS," Meininger, Shaver, McCarthy, Gonzales, and Colwell. "NAYS," None. Absent: None.

CLAIMS

ACTION COMMUNICATIONS INC.,EQUIP MAINT-PD,649.8; AHLERS BAKING INC,DEPT SUPPL-PD,59.96; ALARM SECURITY TECHNICIANS,CONTRACTUAL-PD,14.95; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4599.73; ANDERSON-SHAW CONSTRUCTION, INC,PERMIT FEE REFUND,4500; ASSURITY LIFE INSURANCE CO,LIFE INS,32.95; AUTOZONE STORES, INC,EQUIP MTNC,398.99; B & H INVESTMENTS, INC,DEP. SUP. - LIBRARY,232; B&C STEEL CORPORATION,DEPT SUPPLIES,2017.47; BEEHIVE

INDUSTRIES,LLC,CONTRACTUAL SVC,25300; BLUFFS SANITARY SUPPLY INC.,DEPT SUPPL-PD,125.41; BROWNELLS INC,EQUIP MAINT-PD,215.98; BROWN'S SHOE FIT, CO.,UNIFORMS & CLOTHING,154.08; BUD'S RADIATOR,EQUIP MTNC,147; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,627.13; CELLCO PARTNERSHIP,CELL PHONE USE,182.28; CENTER POINT INC,BKS.,1639.44; CITIBANK, N.A.,DEPT SUPPLIES,511.5; CITY OF GERING,DISPOSAL FEES,38952.08; CITY OF SCB,POSTAGE-PD,84.87; COMPUTER CONNECTION INC,CONTRACTUAL-PD,44; CONTRACTORS MATERIALS INC.,SUPP - BLADES FOR CONCRETE SAW,2109.05;CREATIVE SITES LLC,PIONEER PARK - PLAYGROUND EQUIPMENT,4693; CREDIT BUREAU OF COUNCIL BLUFFS,FEE - SEPTEMBER 2018,50; CREDIT MANAGEMENT SERVICES INC., WAGE ATTACHMENT ,218.06; CYNTHIAGREEN,DEP.SUP.,371.97; DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,2567.62; DANKO EMERGENCY EQUIPMENT COMPANY,ANNUAL PUMP TESTING,900; DELL MARKETING LP,FIRE CAD/RMS PROJECT (MOUNTING KIT - CHIEF),408.31; DUANE E. WOHLERS,DISPOSAL FEES,800; EDUCATION SERVICES UNIT #13,DAMAGES TO GARAGE - SANITATION,1070; FARIS MACHINERY COMPANY,EQUIP MTNC,28937.77; FARMERS STATE BANK,TIF - ELITE HEALTH REDEV,88896.76; FASTENAL COMPANY,SUPP - NUTS & BOLTS,38.8; FEDERAL EXPRESS CORPORATION,POSTAGE,103.84; FLOYD'S TRUCK CENTER, INC,EQUIP MTNC,223.46; FREMONT MOTOR SCOTTSBLUFF, LLC,EQUIP MTNC,35.02; FYR-TEK INC,TURNOUT GEAR- SCHINGLE,2025.85; GARTON, LYNN,SCHOOLS & CONF,100; GENERAL ELECTRIC CAPITAL CORPORATION,CAR SEATS-PD,134.94; GENERAL TRAFFIC CONTROLS, INC,TRAFFIC SIGNAL CONTROLLERS,12190; GRAY TELEVISON GROUP INC,CONTRACTUAL SVC,1390; GT DISTRIBUTORS, INC,CIP-PO-PATROL CARS,1100.1; HANSEN, JOSH,SCHOOLS & CONF-PD,76; HAWKINS, INC.,CHEMICALS,724.4; HICKOX KEVIN,UNIFORMS & CLOTHING,125; HOA SOLUTIONS, INC, EQUIPMENT, 8260; HONEY WAGON EXPRESS,CONTRACTUAL,360; HYDROTEX PARTNERS, LTD,EQUIP MTNC,3742.36; IDEAL LAUNDRY AND CLEANERS, INC.,JANITORIAL SUPP PK,1188.47; INDEPENDENT PLUMBING AND HEATING, INC,REPAIR A/C UNIT IN OFFICE,160; INGRAM LIBRARY SERVICES INC,BKS.,690.21; INLAND TRUCK PARTS & SERVICE,UPDATE SOFTWARE AND TIGHTEN HOSE CLAMPS- E1,168.34; INTERNAL REVENUE SERVICE,WITHHOLDINGS,56145.91; INTRALINKS, INC,CONTRACT SERVICES - SEPTEMBER 2018,4934.91; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL,17.95; J G ELLIOTT CO.INC.,BONDS,70; KNOW HOW LLC,DEPT SUPPLIES,1559.67; KOLB T NATHAN,CONTRACTUAL,60; KRIZ DAVIS,ELECTRIC MAINT,140.94; LAWSON PRODUCTS, INC,DEPT SUPPLIES,180; LEAGUE OF NEBRASKA MUNICIPALITIES,NCMA MEMBERSHIP - NATHAN JOHNSON,460; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100; LITZELMAN KALE,CONTRACTUAL,60; LOFINK BRADEN,CONTRACTUAL,60; LUPE DELGADO,CONSULTING-PD,25; MADISON NATIONAL LIFE,LIFE INS,1838.68; MALTOS-CIA ARNOLDO,CONTRACTUAL,60; MARTINEZ EDWIN,PARK RESERVATION,25; MATHESON TRI-GAS INC,RENT - MACHINES,151.37; MAXWELL PRODUCTS, INC,JOINT FILLER,8768.55; MENARDS, INC,DEPT SUP,1492.49; METECH RECYCLING, INC,DISPOSAL FEES,15639.51; MULLEN MITCH,CONTRACTUAL,60; MUNIMETRIX SYSTEMS CORP,IMAGESILO - SEPT. 2018,39.99; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1350.55; NE COLORADO CELLULAR, INC,CONTRACTUAL SVC,75.5; NE DEPT OF REVENUE,INCOME TAX WITHHOLDING,20411.06;NE LAW ENFORCEMENT TRAINING CENTER,SCHOOLS &

CONF-PD,10; NEBRASKA MACHINERY CO,EQUIPMENT,27068.32; NEBRASKA PUBLIC POWER DISTRICT, ELECTRIC, 41241.79; NEBRASKA RURAL RADIO ASSOCIATION,CONTRACTUAL SVC,225; NEBRASKALAND TIRE, INC,EQUIP MTNC,496.48; NELSON TRENT,DEPT SUPPLIES,80.05; NEMNICH AUTOMOTIVE,EQUIP MTNC,79.5; NETWORKFLEET, INC,CONTRACTUAL SERVICES,204.5; NEWMAN, TIMOTHY,TRAVEL FOR STATE THIRA,127; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,364.2; OLSON JOSEPH,CONTRACTUAL,60; ONE CALL CONCEPTS, INC,CONTRACTUAL,172.8; PANDURO PAUL,CONTRACTUAL,60; ANHANDLE COOPERATIVE ASSOCIATION,GASOLINE-PD,12185.58; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,60; PEACEFUL PRAIRIE NURSERY, INC,DEPT SUP,258; PETERSON DOMINICK,SCHOOLS & CONF-PD,65; PLATTE VALLEY BANK,TIF - FAIRFIELD INN REDEV,73088.59; POSTMASTER,POSTAGE,634.79; PRO OVERHEAD DOOR,CONTRACTUAL SVC,503; QUILL CORPORATION,DEPT SUPPL-PD,1969.63; RAILROAD MANAGEMENT CO III, LLC,RENT - LAND,428.02; REGIONAL CARE INC,CLAIMS,35467.14; REGISTER OF DEEDS,LEGAL,102; ROD CLAUSE,LB840 GRANT,360.75; RODNEY HORST,UNIFORMS & CLOTHING,104.99; S M E C,EMPLOYEE DEDUCTION,160; SANDBERG IMPLEMENT, INC,AIR FILTERS,57.16; SCB COUNTY,DEPT CNTRCL SRVCS,75; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,195; SCHROEDER JOSHUA, CONTRACTUAL,60; SCOTTIES POTTIES INC,CONTRACTUAL,675; SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,272; SCOTTSBLUFF MOTOR CO, INC,VEH MAINT-PD,176.26; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,504; SCOTTSBLUFF PUB SCHOOLS,LICENSES & PERMIT FEES 9/30/2018,11185; SCOTTSBLUFF SENIOR CENTER,CONTRACT - 1ST QTR FY 18-19,5750; SCOTTSBLUFF WINSUPPLY COMPANY,GROUND MAINT,641.6; SENSUS USA INC,CONTRACTUAL SVC,1949.94; SHERIFF'S OFFICE,LEGAL FEES-PD,283.6; SHERWIN WILLIAMS,DEPT SUPP REC,182.16; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES,19845.97; SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,8444.25; SKINNER BRODY,CAMPGROUND REFUND,100; SNELLSERVICES INC.,EQUIP.MAIN.,395.2; SONNY'S TOWING,TOW SERVICE-PD,705; THE CHICAGO LUMBER COMPANY OF OMAHA INC,SUPP - HEM FIR,103.98; THOMPSON GLASS, INC,BLDG MAIN.,120; TOYOTA MOTOR CREDIT CORPORATION,HIDTA CAR LEASE,365.69; TRANS IOWA EQUIPMENT LLC,EQUIPMENT,21928.15; TYLER TECHNOLOGIES, INC,FEES - UTILITY BILLING 7/1/18 - 9/30/18,2485; UNDERWRITERS LABORATORIES INC,AERIAL AND GROUND LADDER TESTING,2153.25; UNION BANK & TRUST,RETIREMENT,34722.39; UNIQUE MANAGEMENT SERVICES, INC,CONT SRVCS.,313.25; US BANK,CONFERENCE EXPENSE,1105.14; VAN PELT FENCING CO, INC,STRUCTURES,13565.02; W & R INC,ELECTRICAL MAINT,107; WESTERN COOPERATIVE COMPANY,EQUIP MAINT PK,110.81; WESTERN COOPRTATIVE COMPANY,GROUND MAINT,5256; WESTERN LIBRARY SYSTEM,CONT SRVCS.,20.5; WESTERN PATHOLOGY CONSULTANTS, INC,PRE-EMPLOYMENT SCREENING (POLICE & FIRE),124; WESTERN STATES BANK,TIF - REGANIS REDEV,30358; WESTERN STATES FIRE PROTECTION,CONTRACTUAL-PD,795; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT-PD,348; WINTER EQUIPMENT COMPANY, INC,CUTTING EDGES FOR EQUIP.,1659.84; WOODS & AITKEN LLP,PROF.SERVICES - CIR CASE 1464-IBEW 1597,812; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08; WYOMING FIRST AID & SAFETY SUPPLY, LLC,DEPT SUPP,38.19; WYOMING WATER DEVELOPMENT OFF,PAWS FEASIBILITY

STUDY,3566.5; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,1606;

Mayor Meininger opened the public hearing at 6:05 p.m. to consider the Class I liquor license for Goonies Sports Bar & Grill, LLC dba Goonies Sports Bar & Grill. Mr. Paul Guhn and Police Chief Kevin Spencer were sworn in to testify about the liquor license. Moved by Mayor Meininger, seconded by Council Member Shaver "that the following exhibits, presented on behalf of the City Council, be entered into the record: 1) Goonies Sports Bar & Grill, LLC dba Goonies Sports Bar & Grill, Liquor License application; 2) City Council check list for section 53-132 cum supp 2016; 3) written statement of Police Chief Kevin Spencer dated October 12, 2018; 4) written statement of City Clerk dated October 15, 2018; 5) written statement from the Development Services Department dated September 19, 2018; "YEAS," Shaver, McCarthy, Gonzales, Colwell, and Meininger." "Nays," None. Absent: None.

Mr. Guhn explained to Council that he currently operates a business in Gering and has previously had a business in Terrytown. He is looking at moving to Scottsbluff, in the old Whiskey Creek building and feels he will do a better business in that location. His main focus is concentrating on food, but still wants to serve alcohol, generating a sports bar theme. Mayor Meininger asked who would be ordering the alcohol and where the alcohol will be stored, with Mr. Guhn stating he will be the only one in charge of ordering and the alcohol will be stored in a locked cage in the back of the building and a locked storage closet in the front, where he and the manager will have a key. Mr. Guhn stated any employee who sells to a minor will be terminated and he uses the Nebraska State Patrol training for his servers. He also stated that only bartenders will be allowed behind the bar.

Police Chief Spencer reported that he does extensive background checks on all applicants to make sure they are fit, willing, and able. He explained to Council that Mr. Guhn has had a compliance failure at his Gering location as well as a gambling violation. Also, during the weekend, the current business in Gering had experienced a compliance failure, which culminates two failures at the Gering location. There was also a failure at his Terrytown location in 2016, totaling three violations; however, because he is changing jurisdiction the compliance failures will not follow Mr. Guhn to Scottsbluff, but if Council decides to send a negative recommendation it will trigger a show of cause hearing in Lincoln.

Mr. Guhn stated he did not know about the compliance failure in Terrytown and the gambling violation was dropped by the County Attorney. He stated the Liquor Control Commission in Lincoln did fine him $600.00 for the gambling violation and as far as the violation this weekend, the employee that served the minor, he thought, was no longer employed at his business because of not showing up for work and not calling in. Mayor Meininger officially closed the public hearing at 6:25 p.m.

Council Member Shaver suggested a negative recommendation due to the three compliance failures. Council Member McCarthy was concerned that Mr. Guhn did not remember a compliance failure at his Terrytown location. Mr. Guhn stated he thought that violation was at his Gering location.

Council Member Colwell, stressed due to the multiple questions and ambiguities in the stories, moved to make a negative recommendation to the Nebraska Liquor Control Commission regarding the Liquor License for Goonies Sports Bar & Grill, LLC dba Goonies Sports Bar & Grill, 1802 East 20th Place, Scottsbluff, NE for the purpose of triggering a show of cause hearing to assure a complete evaluation by the state," seconded by Council Member McCarthy, "YEAS," McCarthy, Gonzales, Colwell, Meininger, and Shaver." "NAYS," None. Absent: None.

Moved by Council Member Colwell, seconded by Council Member McCarthy "to forward a negative recommendation for Paul Guhn as Manager of Goonies Sports Bar & Grill," "YEAS," Colwell and McCarthy. "NAYS," Gonzales, Meininger, and Shaver," Absent: None. Motion failed.

Moved by Mayor Meininger, seconded by Council Member Gonzales "to forward a positive recommendation for Paul Guhn as Manager of Goonies Sports Bar & Grill," "YEAS," Colwell, Meininger, Shaver, and Gonzales. "NAYS," McCarthy, Absent: None.

**RESOLUTION NO. 18-10-02**

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

1. On October 15, 2018 the matter of the application of a Class I liquor license for Goonies Sports Bar & Grill, LLC dba Goonies Sports Bar & Grill, 1802 East 20th Place, Scottsbluff, NE 69361 came on for consideration by the Council. The following exhibits were offered and received:

   Exhibit 1 - Application of Class I liquor license for Goonies Sports Bar & Grill, LLC dba Goonies Sports Bar & Grill,1802 East 20th Place, Scottsbluff, NE 69361
   Exhibit 2 - City Council Check List for Section 53-132 (Reissue 2016)
   Exhibit 3 - Written statement of Police Chief dated October 12, 2018.
   Exhibit 4 - Written statement of City Clerk dated October 15, 2018
   Exhibit 5 - Written statement of Development Services Department dated September 19, 2018

2. Witnesses were sworn and testimony was received in support of the application at the public hearing on this date from Paul A. Guhn, Manager; Police Chief Kevin Spencer spoke on behalf of the City.

3. Upon consideration of the evidence and the criterion to be considered by the City Council pursuant to law, the City Council finds as follows:
   a. Applicant has not demonstrated a fitness, willingness, and ability to properly serve or sell liquor in conformance to the rules and regulations of the Nebraska Liquor Control Act due to previous compliance failures.

   b. Applicant has not met its burden with regard to the check list provided by Section 53-132 R.R.S. (2016) and does not demonstrate a willingness and ability to properly serve or sell liquor in conformance to the rules and regulations of the Nebraska Liquor Control Act and its management and control does not appear to be sufficient to insure compliance with such rules and regulations.

4. By reason of the above, the Applicant has not met the burden of proof and persuasion in producing evidence pertaining to the criterion prescribed in the Nebraska Statutes.
   Based on the above findings, the City Council denies the application and recommends to the Nebraska Liquor Control Commission that a Retail Class I liquor license not be issued to Goonies Sports Bar & Grill, LLC dba Goonies Sports Bar & Grill at the premises described in the application.

5. The City Clerk shall transmit a copy of this Resolution to the Commission.

6. Cost of publication: $15.65.

Passed and approved this 15th day of October, 2018.

__________________________________
Mayor

ATTEST:

______________________________
City Clerk

City Manager Johnson started discussion pertaining to the resolution rescinding the prior resolution 18-02-03 regarding the City's LB840 participation with the City of Gering Industrial Park development and rescinding the action taken on January 16, 2018 allocating up to $1 million for matching LB518 Rural Workforce Housing Grants. He pointed out these were being recommended to rescinded due to the Workforce Housing Grant not being approved by the State and the LB840 Application Review Committee's recommendation of freeing up the $2 million dollars for general economic development purposes. Mr. Jim Trumbull, Chairman of the LB840 Application Review Committee, informed Council that if the city of Gering has a potential business come as a candidate for the Industrial Park that it will probably be put before the committee again. It was put into motion by Mayor Meininger, seconded by Council Member Gonzales "to approve Resolution 18-10-03 rescinding Resolution 18-02-03 regarding the city's LB840 participation with the city of Gering industrial Park Development and rescind action taken on January 16, 2018 allocating up to $1 million LB840 funds for matching LB518 Rural Workforce housing Grants," "YEAS," McCarthy, Gonzales, Colwell, and Meininger. "NAYS," Shaver. Absent: None.

## RESOLUTION NO. 18-10-03

**WHEREAS**, the City Council and Mayor of the City of Scottsbluff, through Resolution No. 18–02-03 passed on February 5, 2018, adopted a Resolution of continuing support and contribution for an Industrial Park with the City of Gering. In Resolution 18-02-03 the City Council committed and allocated an amount, not to exceed $1,000,000.00, to assist with future purchases of real estate in the Industrial Park.

**WHEREAS**, the City Council and Mayor, at its regular meeting on January 16, 2018, took action through a motion, which was seconded and passed, to allocate up to $1,000,000.00 from the City's LB 840 Fund, as matching funds, for LB518 Rural Workforce Housing Grants.

**WHEREAS**, the City Council and the Mayor now recognize that circumstances have changed and because of the change in circumstances, it is in the best interest of the City to rescind Resolution No. 18-02-03 and the action taken by motion which was passed on January 16, 2018.

**NOW, THEREFORE**, **BE IT RESOLVED,** by the Mayor and the City Council of the City of Scottsbluff, it must rescind its prior actions and resolve the following:

1. The City Council now rescinds Resolution No. 18-02-03 in its entirety.

2. The City Council now rescinds the motion made, seconded and passed on January 16, 2018 in regard to allocating up to $1,000,000.00 of LB840 Funds to be matching funds for LB518 Rural Workforce Housing Grants.

3. This resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this 15th day of October, 2018.

Mayor

Attest:

City Clerk

(Seal)

Regarding the update on negotiations with the Riverside Discovery Center Contract, Mr. Johnson stated they have reviewed the recent financials and have been having open dialogue with the Center concerning upcoming contract negotiations.  Mayor Meininger asked if they were still working with tourism and a return on investment, with Mr. Johnson stating yes.  Council Member Gonzales asked when Council will see some numbers.  Mr. Johnson stated there are still two years left in the contract and as we get closer to the contract expiring we need to be mindful of different variables, including sales tax numbers and the local economy.

Mr. Johnson started discussion pertaining to school zones, acknowledging the City has a great relationship with the school district.  He explained the City has begun concord taping at every major intersection to make crosswalks stand out and have been using cones to help with traffic.  Council Member Shaver expressed concern regarding what determines a school zone and traffic speed when children are present, especially on Broadway.  Police Chief Spencer stated children need to be physically present for the speed to be adhered to, but agrees something needs to be done to clarify the situation, whether it is flashing lights or designated hours for school zones. He stated they are looking at doing an engineering study to help solve the situation. After discussion Mayor Meininger asked Mr. Johnson to reach out to other City Managers to see how they handle this situation.

Fire Chief Tom Schingle approached Council regarding the Administrative and Operational Agreement for Hazardous Materials Response Services between the State of Nebraska and the Scottsbluff Fire Department. Mr. Schingle explained to Council that this agreement designates our fire department as one of ten emergency response teams in the State and stresses that if hazardous materials are present and the incident is approved by the office of the Governor, the department can deploy and be reimbursed for their services. Also, the City, through this agreement receives around $20,000 a year for training.  Council Member Shaver asked if the department is obligated to respond if they are already at a call in town, with Fire Chief Schingle stating no, we are not obligated.  Mayor Meininger made the motion, seconded by Council Member Shaver, "to approve the Administrative and Operational Agreement for Hazardous Materials Response Services between the State of Nebraska, acting by and through the Nebraska Emergency management Agency and Scottsbluff Fire Department and authorize the Mayor to execute the agreement," "YEAS," Gonzales, Colwell, Meininger, Shaver, and McCarthy. "NAYS," None. Absent: None.

Regarding the Economic Development Agreement for Prime Metal Products, Mr. Johnson reported to Council that the amount of loan is to be $1.75 million dollars, which will be paid back with job credits from 70 fulltime jobs.  This will result in a sizable payroll, which will benefit people working and living here.  He stated the LB840 Application Review committee forwarded a positive recommendation based on two contingencies.  The first, a satisfactory CDBG grant with the Department of Economic Development; the second, rescinding the previously earmarked LB840 funds for the Gering Industrial Site. During discussion, Mr. Herb Gibson, with Prime Metal Products, reported the State did come back with a satisfactory CDBG grant, however, he has decided not to move forward with the funding at this time because he wants to get the business functional by the end of the year. He stated they are very excited to be coming here and feels there are many qualified people in this area to work in the industry.

Council Member Shaver asked what the fund balance would be after this payout and what Gering would be contributing. Mr. Johnson stated the balance would be approximately 2.5 million after the rescinding of the earmarked industrial funds and Mr. Johnson believes that Gering is providing utility upgrades for the building, which is a sizable investment.

Mayor Meininger asked the candidates running for City Council, by the request of Council Member Shaver, if they would like to come forward and share any comments.

Mr. Jim Trumbull, Chairman of the LB840 Application Review Committee, approached Council before the candidates and reminded them there is a State statute that says if a certain percentage of LB840 money is not used within a certain timeframe, it needs to be taken back to the voters. He also reiterated that Scottsbluff is a priority, but the shopping area subsidizing the fund caters to a larger region; he understands it is a big number, but the investment comes back full circle becoming much larger than the original investment.

Mr.Nathan Green, Council candidate, stated we need to have a history what LB840 is for; what monies have been spent and to talk about Prime Metal Products.

Ms.JoAnne Phillips, Council candidate, feels we need to welcome businesses here with jobs to help our community thrive and grow the economy.

Ms.Jeannie McKerrigan, Council candidate, recommends giving Prime Metals the funding. She feels there are many people looking for these types of jobs, living in all the surrounding communities.

Mr.Terry Schaub, Council candidate, feels the community needs to start getting quality businesses or our kids will move out of the community. He stated we need to bring quality businesses, like Prime Metal, with better paying jobs to keep our kids here.

Mayor Meininger made the motion, seconded by Council Member Colwell "to approve the Economic Development Agreement for Prime Metal Products," "YEAS," Colwell, Meininger, McCarthy, and Gonzales. "NAYS," Shaver. Absent: None.

Mr. Johnson explained to Council the purpose of the Interlocal Agreement for the Scottsbluff Infrastructure Agency is to provide for a management committee; a requirement of the LB357 statute for the additional ½ sales tax which identifies the projects Council has recommended. There are five total committee members, two from the Community Redevelopment Authority (CRA) and two from the City Council, with the last member chosen by the Mayor and City Council. The agreement will be effective December 1st. It was put into motion by Council Member Colwell, seconded by Council Member Shaver, "to approve an Interlocal Agreement for the Scottsbluff Infrastructure Agency and its Board Members to be appointed in December and authorize the Mayor to execute the Agreement," "YEAS," Meininger, Shaver, McCarthy, Gonzales, and Colwell. "NAYS, None. Absent: None.

Mr. Johnson reported there are committees that are coming up for appointment in December and because of new Council Members being elected, they need to be cognizant of them. Each candidate was given a copy of the committees for their review and Mayor Meininger encouraged each candidate to ask questions and reach out. These committees will be filled during the reorganization meeting on December 3rd.

Under public comments, Meridian School/ESU 13, the City's adopt a school partner asked that the Council take a picture with Flat Stanley for a picture book they are making. Public Works Director Mark Bohl gave an update on 42nd Street, stating they are at the west side of Rugger Drive and will continue until it freezes and will tab the traffic lanes on the street for the winter.

Council Reports, Mayor Meininger stated the Senior Center had some issues with phone lines, but they are up and running now. 911 advisory meeting will be on the 16th and Zuercher goes live on

October 23rd. Council Member Shaver will contact the school regarding Youth Council, hoping to get representatives to come to the meetings.

Mayor Meininger made the motion, seconded by Council Member Colwell "to adjourn the meeting at 7:22 p.m.," "YEAS," Gonzales, Colwell, Meininger, and McCarthy. "NAYS," Shaver. Absent: None.

__________________________________

Mayor

__________________________________

City Clerk

"SEAL"

# City of Scottsbluff, Nebraska

**Monday, November 5, 2018**

**Regular Meeting**

## Item Consent2

## Council to set a public hearing for November 19th at 6:00 p.m. to consider acquiring property at 1306 East Overland located over the Scottsbluff Drain.

**Staff Contact: City Council**

# City of Scottsbluff, Nebraska
## Monday, November 5, 2018
## Regular Meeting

## Item Claims1

# Regular claims

**Staff Contact: Liz Hilyard, Finance Director**

# Expense Approval Report

By Vendor Name

Post Dates 10/16/2018 - 11/05/2018

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| **Vendor: 09663 - ALARM SECURITY TECHNICIANS** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| CONTRACTUAL-PD | CONTRACTUAL SERVICES | | | | 14.95 |
| | | | | **Fund 111 - GENERAL Total:** | **14.95** |
| | | | | **Vendor 09663 - ALARM SECURITY TECHNICIANS Total:** | **14.95** |
| **Vendor: 05887 - ALLO COMMUNICATIONS,LLC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 269.26 |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 69.90 |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 68.40 |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 37.36 |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 160.00 |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 177.77 |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 393.56 |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 1,593.05 |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 521.48 |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 198.95 |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 51.92 |
| | | | | **Fund 111 - GENERAL Total:** | **3,541.65** |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 415.96 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **415.96** |
| **Fund: 213 - CEMETERY** | | | | | |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 69.90 |
| | | | | **Fund 213 - CEMETERY Total:** | **69.90** |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 163.35 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **163.35** |
| **Fund: 631 - WASTEWATER** | | | | | |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 188.25 |
| | | | | **Fund 631 - WASTEWATER Total:** | **188.25** |
| **Fund: 641 - WATER** | | | | | |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 153.36 |
| | | | | **Fund 641 - WATER Total:** | **153.36** |
| **Fund: 661 - STORMWATER** | | | | | |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 33.52 |
| | | | | **Fund 661 - STORMWATER Total:** | **33.52** |
| **Fund: 721 - GIS SERVICES** | | | | | |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 34.36 |
| | | | | **Fund 721 - GIS SERVICES Total:** | **34.36** |
| **Fund: 725 - CENTRAL GARAGE** | | | | | |
| LOCAL TELEPHONE CHARGES | TELEPHONE | | | | 92.45 |
| | | | | **Fund 725 - CENTRAL GARAGE Total:** | **92.45** |
| | | | | **Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:** | **4,692.80** |
| **Vendor: 09906 - AMERICAN DOORSTOP PROJECT PRODUCTIONS, LLC** | | | | | |
| **Fund: 224 - ECONOMIC DEVELOPMENT** | | | | | |
| CLOSE OUT LB 840 GRANT | ECONOMIC DEVELOPMENT | | | | 272.70 |
| | | | | **Fund 224 - ECONOMIC DEVELOPMENT Total:** | **272.70** |
| | | | | **Vendor 09906 - AMERICAN DOORSTOP PROJECT PRODUCTIONS, LLC Total:** | **272.70** |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| **Vendor: 06781 - ASSURITY LIFE INSURANCE CO** | | | | | |
| **Fund: 713 - CASH & INVESTMENT POOL** | | | | | |
| LIFE INSURANCE | LIFE INS EE PAYABLE | | | | 32.95 |
| | | | | **Fund 713 - CASH & INVESTMENT POOL Total:** | **32.95** |
| | | | | **Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:** | **32.95** |
| **Vendor: 04575 - AUTOZONE STORES, INC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| HITCH PIN FOR SMOKE HOUSE ... | DEPARTMENT SUPPLIES | | | | 5.59 |
| | | | | **Fund 111 - GENERAL Total:** | **5.59** |
| | | | | **Vendor 04575 - AUTOZONE STORES, INC Total:** | **5.59** |
| **Vendor: 00295 - B & H INVESTMENTS, INC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| 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:** | **62.00** |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| SUPP - WATER | DEPARTMENT SUPPLIES | | | | 30.50 |
| SUPP - WATER | DEPARTMENT SUPPLIES | | | | 30.50 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **61.00** |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 9.50 |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 39.53 |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 23.50 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **72.53** |
| | | | | **Vendor 00295 - B & H INVESTMENTS, INC Total:** | **195.53** |
| **Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| Monthly Energy Bill | HEATING FUEL | | | | 180.41 |
| Monthly Energy Bill | HEATING FUEL | | | | 80.99 |
| Monthly Energy Bill | HEATING FUEL | | | | 61.22 |
| Monthly Energy Bill | HEATING FUEL | | | | 80.98 |
| Monthly Energy Bill | HEATING FUEL | | | | 168.35 |
| Monthly Energy Bill | HEATING FUEL | | | | 399.44 |
| Monthly Energy Bill | HEATING FUEL | | | | 126.02 |
| | | | | **Fund 111 - GENERAL Total:** | **1,097.41** |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| Monthly Energy Bill | HEATING FUEL | | | | 545.29 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **545.29** |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| Monthly Energy Bill | HEATING FUEL | | | | 67.48 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **67.48** |
| **Fund: 641 - WATER** | | | | | |
| Monthly Energy Bill | HEATING FUEL | | | | 135.42 |
| | | | | **Fund 641 - WATER Total:** | **135.42** |
| **Fund: 725 - CENTRAL GARAGE** | | | | | |
| Monthly Energy Bill | HEATING FUEL | | | | 107.38 |
| | | | | **Fund 725 - CENTRAL GARAGE Total:** | **107.38** |
| | | | | **Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:** | **1,952.98** |
| **Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| DEPT SUPP ADM | DEPARTMENT SUPPLIES | | | | 38.97 |
| Medical Gloves | DEPARTMENT SUPPLIES | | | | 160.66 |
| DEPT SUPP | DEPARTMENT SUPPLIES | | | | 61.99 |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| DEPT SUPP | DEPARTMENT SUPPLIES | | | | -38.97 |
| | | | | **Fund 111 - GENERAL Total:** | **222.65** |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 119.86 |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 29.98 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **149.84** |
| | | | | **Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:** | **372.49** |
| **Vendor: 04893 - BROWN'S SHOE FIT, CO.** | | | | | |
| **Fund: 641 - WATER** | | | | | |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 166.92 |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 171.20 |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 163.71 |
| | | | | **Fund 641 - WATER Total:** | **501.83** |
| | | | | **Vendor 04893 - BROWN'S SHOE FIT, CO. Total:** | **501.83** |
| **Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| CONTRACTUAL-PD | CONTRACTUAL SERVICES | | | | 38.00 |
| | | | | **Fund 111 - GENERAL Total:** | **38.00** |
| | | | | **Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:** | **38.00** |
| **Vendor: 07911 - CELLCO PARTNERSHIP** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| SEPT-OCT CELL PHONES | CELLULAR PHONE | | | | 243.22 |
| CELL PHONES/CAR MODEMS | TELEPHONE | | | | 1,032.16 |
| | | | | **Fund 111 - GENERAL Total:** | **1,275.38** |
| | | | | **Vendor 07911 - CELLCO PARTNERSHIP Total:** | **1,275.38** |
| **Vendor: 04990 - CENCON, LLC** | | | | | |
| **Fund: 641 - WATER** | | | | | |
| CONTRACTUAL SVC | CONTRACTUAL SERVICES | | | | 750.00 |
| | | | | **Fund 641 - WATER Total:** | **750.00** |
| | | | | **Vendor 04990 - CENCON, LLC Total:** | **750.00** |
| **Vendor: 02396 - CITIBANK N.A.** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| Shipping | POSTAGE | | | | 20.91 |
| | | | | **Fund 111 - GENERAL Total:** | **20.91** |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 120.68 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **120.68** |
| **Fund: 631 - WASTEWATER** | | | | | |
| DEPT SUP | DEPARTMENT SUPPLIES | | | | 109.98 |
| | | | | **Fund 631 - WASTEWATER Total:** | **109.98** |
| | | | | **Vendor 02396 - CITIBANK N.A. Total:** | **251.57** |
| **Vendor: 05859 - CITIBANK, N.A.** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| GROUND MAINT | GROUNDS MAINTENANCE | | | | 150.00 |
| GROUND MAINT | GROUNDS MAINTENANCE | | | | -48.78 |
| | | | | **Fund 111 - GENERAL Total:** | **101.22** |
| | | | | **Vendor 05859 - CITIBANK, N.A. Total:** | **101.22** |
| **Vendor: 09989 - COATS CALEB** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |
| | | | | **Fund 111 - GENERAL Total:** | **60.00** |
| | | | | **Vendor 09989 - COATS CALEB Total:** | **60.00** |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| **Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY** | | | | | |
| **Fund: 713 - CASH & INVESTMENT POOL** | | | | | |
| SUPPLEMENTAL INS | LIFE INS EE PAYABLE | | | | 22.75 |
| SUPPLEMENTAL INS | DIS INC INS EE PAYABLE | | | | 25.95 |
| | | | | **Fund 713 - CASH & INVESTMENT POOL Total:** | **48.70** |
| | | | | **Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:** | **48.70** |
| **Vendor: 02655 - CONTINUUM EAP** | | | | | |
| **Fund: 812 - HEALTH INSURANCE** | | | | | |
| EAP SERVICES 10/18 - 9/19 | CONTRACTUAL SERVICES | | | | 5,000.00 |
| | | | | **Fund 812 - HEALTH INSURANCE Total:** | **5,000.00** |
| | | | | **Vendor 02655 - CONTINUUM EAP Total:** | **5,000.00** |
| **Vendor: 00267 - CONTRACTORS MATERIALS INC.** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| GROUND MAINT PK | GROUNDS MAINTENANCE | | | | 181.10 |
| GROUND MAINT | GROUNDS MAINTENANCE | | | | 90.55 |
| | | | | **Fund 111 - GENERAL Total:** | **271.65** |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| SUPP - ADA PANEL & TAPE | DEPARTMENT SUPPLIES | | | | 138.13 |
| SUPP - WIRE | DEPARTMENT SUPPLIES | | | | 96.04 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **234.17** |
| **Fund: 225 - MUTUAL FIRE** | | | | | |
| TOOL BOXES FOR BRUSH TRUCK | DEPARTMENT SUPPLIES | | | | 2,222.64 |
| | | | | **Fund 225 - MUTUAL FIRE Total:** | **2,222.64** |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| EQUIP MTNC | DEPARTMENT SUPPLIES | | | | 229.37 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **229.37** |
| **Fund: 631 - WASTEWATER** | | | | | |
| DEPT SUP | DEPARTMENT SUPPLIES | | | | 234.22 |
| DEPT SUP | DEPARTMENT SUPPLIES | | | | 147.00 |
| | | | | **Fund 631 - WASTEWATER Total:** | **381.22** |
| | | | | **Vendor 00267 - CONTRACTORS MATERIALS INC. Total:** | **3,339.05** |
| **Vendor: 00714 - COZY, INC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| GROUND MAINT PK | GROUNDS MAINTENANCE | | | | 110.00 |
| | | | | **Fund 111 - GENERAL Total:** | **110.00** |
| | | | | **Vendor 00714 - COZY, INC Total:** | **110.00** |
| **Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.** | | | | | |
| **Fund: 713 - CASH & INVESTMENT POOL** | | | | | |
| WAGE ATTACHMENT | WAGE ATTACHMENT EE PAY | | | | 218.06 |
| WAGE ATTACHMENT | WAGE ATTACHMENT EE PAY | | | | 218.06 |
| | | | | **Fund 713 - CASH & INVESTMENT POOL Total:** | **436.12** |
| | | | | **Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:** | **436.12** |
| **Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC** | | | | | |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| CLEAR 7W BULBS | DEPARTMENT SUPPLIES | | | | 193.48 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **193.48** |
| | | | | **Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:** | **193.48** |
| **Vendor: 07689 - CYNTHIA GREEN** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| DEPT SUPP | DEPARTMENT SUPPLIES | | | | 126.99 |
| DEPT SUPP | DEPARTMENT SUPPLIES | | | | 10.83 |
| | | | | **Fund 111 - GENERAL Total:** | **137.82** |
| | | | | **Vendor 07689 - CYNTHIA GREEN Total:** | **137.82** |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| **Vendor: 03321 - DALE'S TIRE & RETREADING, INC.** | | | | | |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| VEHICLE MTNC | VEHICLE MAINTENANCE | | | | 285.39 |
| vehicle mtnc | VEHICLE MAINTENANCE | | | | 10.00 |
| VEHICLE MTNC | VEHICLE MAINTENANCE | | | | 570.78 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **866.17** |
| **Fund: 631 - WASTEWATER** | | | | | |
| VEH MAINT | VEHICLE MAINTENANCE | | | | 15.00 |
| | | | | **Fund 631 - WASTEWATER Total:** | **15.00** |
| | | | | **Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:** | **881.17** |
| **Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| Monthly Long Distance | TELEPHONE | | | | 4.56 |
| Monthly Long Distance | TELEPHONE | | | | 3.98 |
| Monthly Long Distance | TELEPHONE | | | | 3.25 |
| Monthly Long Distance | TELEPHONE | | | | 1.37 |
| Monthly Long Distance | TELEPHONE | | | | 6.82 |
| Monthly Long Distance | TELEPHONE | | | | 9.93 |
| Monthly Long Distance | TELEPHONE | | | | 38.27 |
| Monthly Long Distance | TELEPHONE | | | | 14.44 |
| Monthly Long Distance | TELEPHONE | | | | 2.97 |
| Monthly Long Distance | TELEPHONE | | | | 2.35 |
| LONG DISTANCE | TELEPHONE | | | | 6.68 |
| | | | | **Fund 111 - GENERAL Total:** | **94.62** |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| Monthly Long Distance | TELEPHONE | | | | 8.34 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **8.34** |
| **Fund: 213 - CEMETERY** | | | | | |
| Monthly Long Distance | TELEPHONE | | | | 2.56 |
| | | | | **Fund 213 - CEMETERY Total:** | **2.56** |
| **Fund: 224 - ECONOMIC DEVELOPMENT** | | | | | |
| Monthly Long Distance | TELEPHONE | | | | 23.68 |
| | | | | **Fund 224 - ECONOMIC DEVELOPMENT Total:** | **23.68** |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| Monthly Long Distance | TELEPHONE | | | | 3.04 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **3.04** |
| **Fund: 631 - WASTEWATER** | | | | | |
| Monthly Long Distance | TELEPHONE | | | | 7.95 |
| | | | | **Fund 631 - WASTEWATER Total:** | **7.95** |
| **Fund: 641 - WATER** | | | | | |
| Monthly Long Distance | TELEPHONE | | | | 3.51 |
| | | | | **Fund 641 - WATER Total:** | **3.51** |
| **Fund: 661 - STORMWATER** | | | | | |
| Monthly Long Distance | TELEPHONE | | | | 0.57 |
| | | | | **Fund 661 - STORMWATER Total:** | **0.57** |
| **Fund: 721 - GIS SERVICES** | | | | | |
| Monthly Long Distance | TELEPHONE | | | | 0.77 |
| | | | | **Fund 721 - GIS SERVICES Total:** | **0.77** |
| **Fund: 725 - CENTRAL GARAGE** | | | | | |
| Monthly Long Distance | TELEPHONE | | | | 1.06 |
| | | | | **Fund 725 - CENTRAL GARAGE Total:** | **1.06** |
| | | | | **Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:** | **146.10** |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| **Vendor: 00782 - DIVE RESCUE, INC** | | | | | |
| **Fund: 225 - MUTUAL FIRE** | | | | | |
| DIVE RESCUE COMMUNICATION.. | DEPARTMENT SUPPLIES | | | | 9,255.67 |
| | | | | **Fund 225 - MUTUAL FIRE Total:** | **9,255.67** |
| | | | | **Vendor 00782 - DIVE RESCUE, INC Total:** | **9,255.67** |
| **Vendor: 09182 - DON KRUG** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| DAMAGE REIMB - 1313 AVE Z | CONTRACTUAL SERVICES | | | | 300.00 |
| DAMAGE REIMB. - 2410 W 20TH.. | CONTRACTUAL SERVICES | | | | 125.00 |
| | | | | **Fund 111 - GENERAL Total:** | **425.00** |
| | | | | **Vendor 09182 - DON KRUG Total:** | **425.00** |
| **Vendor: 07421 - DUANE E. WOHLERS** | | | | | |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| DISPOSAL FEES | DISPOSAL FEES | | | | 800.00 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **800.00** |
| | | | | **Vendor 07421 - DUANE E. WOHLERS Total:** | **800.00** |
| **Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.** | | | | | |
| **Fund: 725 - CENTRAL GARAGE** | | | | | |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 438.18 |
| | | | | **Fund 725 - CENTRAL GARAGE Total:** | **438.18** |
| | | | | **Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:** | **438.18** |
| **Vendor: 03950 - ENERGY LABORATORIES, INC** | | | | | |
| **Fund: 641 - WATER** | | | | | |
| SAMPLES | SAMPLES | | | | 135.00 |
| | | | | **Fund 641 - WATER Total:** | **135.00** |
| | | | | **Vendor 03950 - ENERGY LABORATORIES, INC Total:** | **135.00** |
| **Vendor: 00135 - F. H. SCHAFER ELEVATOR, INC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| DEPT SUPP | DEPARTMENT SUPPLIES | | | | 450.00 |
| | | | | **Fund 111 - GENERAL Total:** | **450.00** |
| | | | | **Vendor 00135 - F. H. SCHAFER ELEVATOR, INC Total:** | **450.00** |
| **Vendor: 09751 - FAIRBANKS SCALES INC** | | | | | |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 162.65 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **162.65** |
| **Fund: 631 - WASTEWATER** | | | | | |
| DEPT SUP | DEPARTMENT SUPPLIES | | | | 162.65 |
| | | | | **Fund 631 - WASTEWATER Total:** | **162.65** |
| | | | | **Vendor 09751 - FAIRBANKS SCALES INC Total:** | **325.30** |
| **Vendor: 02460 - FASTENAL COMPANY** | | | | | |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| SUPP - NUTS & BOLTS | DEPARTMENT SUPPLIES | | | | 27.94 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **27.94** |
| **Fund: 213 - CEMETERY** | | | | | |
| EQUIP MAINT CEM | EQUIPMENT MAINTENANCE | | | | 5.00 |
| | | | | **Fund 213 - CEMETERY Total:** | **5.00** |
| | | | | **Vendor 02460 - FASTENAL COMPANY Total:** | **32.94** |
| **Vendor: 00548 - FEDERAL EXPRESS CORPORATION** | | | | | |
| **Fund: 641 - WATER** | | | | | |
| POSTAGE | POSTAGE | | | | 98.39 |
| | | | | **Fund 641 - WATER Total:** | **98.39** |
| | | | | **Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:** | **98.39** |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| **Vendor: 09991 - FERNANDEZ ROBERTO** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |
| | | | | **Fund 111 - GENERAL Total:** | **60.00** |
| | | | | **Vendor 09991 - FERNANDEZ ROBERTO Total:** | **60.00** |
| **Vendor: 00794 - FLOYD'S TRUCK CENTER, INC** | | | | | |
| **Fund: 725 - CENTRAL GARAGE** | | | | | |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 26.37 |
| | | | | **Fund 725 - CENTRAL GARAGE Total:** | **26.37** |
| | | | | **Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:** | **26.37** |
| **Vendor: 00887 - FYR-TEK INC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| AIR-EJECT COUPLINGS FOR RES... | EQUIPMENT MAINTENANCE | | | | 46.25 |
| | | | | **Fund 111 - GENERAL Total:** | **46.25** |
| | | | | **Vendor 00887 - FYR-TEK INC Total:** | **46.25** |
| **Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| DEPT SUPPL-PD | DEPARTMENT SUPPLIES | | | | 78.96 |
| 123A BATTERIES | DEPARTMENT SUPPLIES | | | | 9.87 |
| Prgrm. | PROGRAMMING | | | | 86.53 |
| DEPT SUPP ADM | DEPARTMENT SUPPLIES | | | | 39.11 |
| DEPT SUPP ADM | DEPARTMENT SUPPLIES | | | | 29.88 |
| BOTTLED WATER | DEPARTMENT SUPPLIES | | | | 23.88 |
| | | | | **Fund 111 - GENERAL Total:** | **268.23** |
| **Fund: 641 - WATER** | | | | | |
| CLOTHES/UNIFORM | UNIFORMS & CLOTHING | | | | 42.67 |
| CLOTHES/UNIFORMS | UNIFORMS & CLOTHING | | | | 85.26 |
| CLOTHES/UNIFORMS | UNIFORMS & CLOTHING | | | | 69.82 |
| | | | | **Fund 641 - WATER Total:** | **197.75** |
| | | | | **Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:** | **465.98** |
| **Vendor: 04371 - HAWKINS, INC.** | | | | | |
| **Fund: 641 - WATER** | | | | | |
| CHEMICALS | CHEMICALS | | | | 1,666.87 |
| | | | | **Fund 641 - WATER Total:** | **1,666.87** |
| | | | | **Vendor 04371 - HAWKINS, INC. Total:** | **1,666.87** |
| **Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD** | | | | | |
| **Fund: 641 - WATER** | | | | | |
| DEPT SUP | DEPARTMENT SUPPLIES | | | | 365.77 |
| DEPT SUP | DEPARTMENT SUPPLIES | | | | 4,740.45 |
| DEPT SUP | DEPARTMENT SUPPLIES | | | | 241.20 |
| DEPT SUP | DEPARTMENT SUPPLIES | | | | 23.22 |
| UNIFORM CLOTHING | DEPARTMENT SUPPLIES | | | | 118.70 |
| UNIFORM CLOTHING | UNIFORMS & CLOTHING | | | | 149.75 |
| | | | | **Fund 641 - WATER Total:** | **5,639.09** |
| | | | | **Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:** | **5,639.09** |
| **Vendor: 05667 - HOA SOLUTIONS, INC** | | | | | |
| **Fund: 631 - WASTEWATER** | | | | | |
| EQUIP MAINT | EQUIPMENT MAINTENANCE | | | | 667.05 |
| | | | | **Fund 631 - WASTEWATER Total:** | **667.05** |
| **Fund: 641 - WATER** | | | | | |
| DEPT SUP | DEPARTMENT SUPPLIES | | | | 4,785.00 |
| | | | | **Fund 641 - WATER Total:** | **4,785.00** |
| | | | | **Vendor 05667 - HOA SOLUTIONS, INC Total:** | **5,452.05** |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| **Vendor: 06423 - HYDROTEX PARTNERS, LTD** | | | | | |
| **Fund: 725 - CENTRAL GARAGE** | | | | | |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 322.79 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 1,393.25 |
| | | | | **Fund 725 - CENTRAL GARAGE Total:** | **1,716.04** |
| | | | | **Vendor 06423 - HYDROTEX PARTNERS, LTD Total:** | **1,716.04** |
| **Vendor: 00675 - I C M A** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| MEMBERSHIP - NATHAN JOHN... | MEMBERSHIPS | | | | 1,057.28 |
| | | | | **Fund 111 - GENERAL Total:** | **1,057.28** |
| | | | | **Vendor 00675 - I C M A Total:** | **1,057.28** |
| **Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| Jan. sup. | JANITORIAL SUPPLIES | | | | 89.25 |
| DEPT SUPP | DEPARTMENT SUPPLIES | | | | 52.41 |
| | | | | **Fund 111 - GENERAL Total:** | **141.66** |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| SUPP - MATS, TOWELS, GLOVES | DEPARTMENT SUPPLIES | | | | 53.67 |
| SUPP - MATS, TOWELS PW | DEPARTMENT SUPPLIES | | | | 31.99 |
| SUPP - MAT, TOWELS | DEPARTMENT SUPPLIES | | | | 31.99 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **117.65** |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 93.41 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **93.41** |
| **Fund: 631 - WASTEWATER** | | | | | |
| CONTRACTUAL SVC | CONTRACTUAL SERVICES | | | | 18.57 |
| | | | | **Fund 631 - WASTEWATER Total:** | **18.57** |
| **Fund: 641 - WATER** | | | | | |
| CONTRACTUAL SVC | CONTRACTUAL SERVICES | | | | 18.57 |
| | | | | **Fund 641 - WATER Total:** | **18.57** |
| **Fund: 725 - CENTRAL GARAGE** | | | | | |
| UNIFORMS & CLOTHING | DEPARTMENT SUPPLIES | | | | 33.24 |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 8.96 |
| UNIFORMS & CLOTHING | DEPARTMENT SUPPLIES | | | | 33.24 |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 8.96 |
| UNIFORMS & CLOTHING | DEPARTMENT SUPPLIES | | | | 33.24 |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 8.96 |
| | | | | **Fund 725 - CENTRAL GARAGE Total:** | **126.60** |
| | | | | **Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:** | **516.46** |
| **Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| BLDG MAINT PK | BUILDING MAINTENANCE | | | | 75.17 |
| | | | | **Fund 111 - GENERAL Total:** | **75.17** |
| **Fund: 213 - CEMETERY** | | | | | |
| DEPT SUPP CEM | DEPARTMENT SUPPLIES | | | | 15.47 |
| DEPT SUPP CEM | DEPARTMENT SUPPLIES | | | | 10.83 |
| | | | | **Fund 213 - CEMETERY Total:** | **26.30** |
| | | | | **Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:** | **101.47** |
| **Vendor: 02578 - INFINITY CONSTRUCTION, INC.** | | | | | |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| 42ND STREET - AVE I TO 5TH AVE | STREET PROJECTS | | | | 326,954.37 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **326,954.37** |
| **Fund: 631 - WASTEWATER** | | | | | |
| 42ND STREET - AVE I TO 5TH AVE | STRUCTURES | | | | 10,402.38 |
| | | | | **Fund 631 - WASTEWATER Total:** | **10,402.38** |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| **Fund: 661 - STORMWATER** | | | | | |
| 42ND STREET - AVE I TO 5TH AVE STRUCTURES | | | | | 100,118.60 |
| | | | | **Fund 661 - STORMWATER Total:** | **100,118.60** |
| | | | | **Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:** | **437,475.35** |
| **Vendor: 09291 - INGRAM LIBRARY SERVICES INC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| Bks. | BOOKS | | | | 420.33 |
| Bks. | BOOKS | | | | 209.83 |
| Bks. | BOOKS | | | | 172.19 |
| Bks. | BOOKS | | | | 21.32 |
| Bks. | BOOKS | | | | 162.87 |
| | | | | **Fund 111 - GENERAL Total:** | **986.54** |
| | | | | **Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:** | **986.54** |
| **Vendor: 08154 - INTERNAL REVENUE SERVICE** | | | | | |
| **Fund: 713 - CASH & INVESTMENT POOL** | | | | | |
| WITHHOLDINGS | MEDICARE W/H EE PAYABLE | | | | 3,785.57 |
| WITHHOLDINGS | MEDICARE W/H EE PAYABLE | | | | 3,785.57 |
| WITHHOLDINGS | MEDICARE W/H EE PAYABLE | | | | 13,742.71 |
| WITHHOLDINGS | FICA W/H EE PAYABLE | | | | 13,742.71 |
| WITHHOLDINGS | FED W/H EE PAYABLE | | | | 22,838.53 |
| WITHHOLDINGS | MEDICARE W/H EE PAYABLE | | | | 3,731.00 |
| WITHHOLDINGS | MEDICARE W/H EE PAYABLE | | | | 3,731.00 |
| WITHHOLDINGS | FICA W/H EE PAYABLE | | | | 13,732.63 |
| WITHHOLDINGS | FICA W/H EE PAYABLE | | | | 13,732.63 |
| WITHHOLDINGS | FED W/H EE PAYABLE | | | | 22,174.25 |
| | | | | **Fund 713 - CASH & INVESTMENT POOL Total:** | **114,996.60** |
| | | | | **Vendor 08154 - INTERNAL REVENUE SERVICE Total:** | **114,996.60** |
| **Vendor: 06131 - JOHN DEERE FINANCIAL** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| DEPT SUPP PK | DEPARTMENT SUPPLIES | | | | 19.47 |
| UNIFORMS PK | UNIFORMS & CLOTHING | | | | 879.92 |
| | | | | **Fund 111 - GENERAL Total:** | **899.39** |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| CLOTHING ALLOW | UNIFORMS & CLOTHING | | | | 302.92 |
| CLOTHING ALLOW | UNIFORMS & CLOTHING | | | | 300.94 |
| CLOTHING ALLOW | UNIFORMS & CLOTHING | | | | 294.93 |
| CLOTHING ALLOW | UNIFORMS & CLOTHING | | | | 302.96 |
| CLOTHING ALLOW | UNIFORMS & CLOTHING | | | | 295.94 |
| CLOTHING ALLOW | UNIFORMS & CLOTHING | | | | 303.91 |
| CLOTHING ALLOW | UNIFORMS & CLOTHING | | | | 300.92 |
| CLOTHING ALLOW | UNIFORMS & CLOTHING | | | | 287.96 |
| CLOTHING ALLOW | UNIFORMS & CLOTHING | | | | 301.96 |
| CLOTHING ALLOW | UNIFORMS & CLOTHING | | | | 297.38 |
| CLOTHING ALLOW | UNIFORMS & CLOTHING | | | | 292.90 |
| SUPP - BOLTS, FASTENERS | DEPARTMENT SUPPLIES | | | | 35.26 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **3,317.98** |
| **Fund: 213 - CEMETERY** | | | | | |
| UNIFORMS CEM | UNIFORMS & CLOTHING | | | | 143.99 |
| | | | | **Fund 213 - CEMETERY Total:** | **143.99** |
| **Fund: 631 - WASTEWATER** | | | | | |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 298.94 |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 261.41 |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 94.98 |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 37.98 |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 288.92 |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 193.97 |
| | | | | **Fund 631 - WASTEWATER Total:** | **1,176.20** |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| **Fund: 641 - WATER** | | | | | |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 167.96 |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | -167.96 |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 179.72 |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 128.97 |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | -128.97 |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 138.00 |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 179.75 |
| | | | | **Fund 641 - WATER Total:** | **497.47** |
| | | | | **Vendor 06131 - JOHN DEERE FINANCIAL Total:** | **6,035.03** |
| **Vendor: 08067 - JOHN DEERE FINANCIAL** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| GROUND MAINT PK | DEPARTMENT SUPPLIES | | | | 199.96 |
| | | | | **Fund 111 - GENERAL Total:** | **199.96** |
| **Fund: 641 - WATER** | | | | | |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 125.50 |
| | | | | **Fund 641 - WATER Total:** | **125.50** |
| | | | | **Vendor 08067 - JOHN DEERE FINANCIAL Total:** | **325.46** |
| **Vendor: 09474 - JOHN DEERE FINANCIAL** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| EQUIP MAINT PK | EQUIPMENT MAINTENANCE | | | | 13.80 |
| EQUIP MAINT PK | EQUIPMENT MAINTENANCE | | | | 31.10 |
| EQUIP MAINT PK | EQUIPMENT MAINTENANCE | | | | 32.36 |
| EQUIP MAINT PK | EQUIPMENT MAINTENANCE | | | | 65.62 |
| | | | | **Fund 111 - GENERAL Total:** | **142.88** |
| **Fund: 725 - CENTRAL GARAGE** | | | | | |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 52.95 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 228.94 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 1,473.53 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 468.20 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | -81.42 |
| | | | | **Fund 725 - CENTRAL GARAGE Total:** | **2,142.20** |
| | | | | **Vendor 09474 - JOHN DEERE FINANCIAL Total:** | **2,285.08** |
| **Vendor: 09747 - KNOW HOW LLC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| EQUIP MAINT PK | EQUIPMENT MAINTENANCE | | | | 28.67 |
| EQUIP MAINT PK | EQUIPMENT MAINTENANCE | | | | 89.55 |
| EQUIP MAINT PK | EQUIPMENT MAINTENANCE | | | | -89.55 |
| EQUIP MAINT PK | EQUIPMENT MAINTENANCE | | | | 16.44 |
| DEPT SUPP PK | DEPARTMENT SUPPLIES | | | | 38.16 |
| EQUIP MAINT PK | EQUIPMENT MAINTENANCE | | | | 6.06 |
| EQUIP MAINT PK | EQUIPMENT MAINTENANCE | | | | 3.54 |
| | | | | **Fund 111 - GENERAL Total:** | **92.87** |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| SUPP - WIRE FOR SNOW FENCE | DEPARTMENT SUPPLIES | | | | 48.32 |
| SUPP - WIRING GROMMET | DEPARTMENT SUPPLIES | | | | 11.79 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **60.11** |
| **Fund: 213 - CEMETERY** | | | | | |
| EQUIP MAINT CEM | EQUIPMENT MAINTENANCE | | | | 10.52 |
| EQUP MAINT CEM | EQUIPMENT MAINTENANCE | | | | 1.43 |
| | | | | **Fund 213 - CEMETERY Total:** | **11.95** |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 88.17 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 893.54 |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 32.93 |
| UNIFORMS & CLOTHING | UNIFORMS & CLOTHING | | | | 42.86 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 29.19 |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 34.44 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 6.48 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **1,127.61** |
| **Fund: 631 - WASTEWATER** | | | | | |
| EQUIP MAINT | EQUIPMENT MAINTENANCE | | | | 53.99 |
| BUILDING MAINT | BUILDING MAINTENANCE | | | | 28.84 |
| | | | | **Fund 631 - WASTEWATER Total:** | **82.83** |
| **Fund: 725 - CENTRAL GARAGE** | | | | | |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 10.67 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 208.74 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 95.20 |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 59.88 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 3.07 |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 6.96 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 106.95 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 12.91 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 20.01 |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 163.62 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 74.20 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 77.23 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 112.30 |
| | | | | **Fund 725 - CENTRAL GARAGE Total:** | **951.74** |
| | | | | **Vendor 09747 - KNOW HOW LLC Total:** | **2,327.11** |
| **Vendor: 09979 - KOLB T NATHAN** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |
| | | | | **Fund 111 - GENERAL Total:** | **120.00** |
| | | | | **Vendor 09979 - KOLB T NATHAN Total:** | **120.00** |
| **Vendor: 09872 - KRIZ DAVIS** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| EQUIP MAINT PK | EQUIPMENT MAINTENANCE | | | | 27.40 |
| | | | | **Fund 111 - GENERAL Total:** | **27.40** |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| ELECT. SUPP - CLIPS, PLPS | DEPARTMENT SUPPLIES | | | | 138.10 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **138.10** |
| | | | | **Vendor 09872 - KRIZ DAVIS Total:** | **165.50** |
| **Vendor: 09993 - L & M LAND CO LLC** | | | | | |
| **Fund: 223 - KENO** | | | | | |
| TREE REBATE | CONTRACTUAL SERVICES | | | | 119.98 |
| | | | | **Fund 223 - KENO Total:** | **119.98** |
| | | | | **Vendor 09993 - L & M LAND CO LLC Total:** | **119.98** |
| **Vendor: 03941 - LAWSON PRODUCTS, INC** | | | | | |
| **Fund: 725 - CENTRAL GARAGE** | | | | | |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 110.72 |
| | | | | **Fund 725 - CENTRAL GARAGE Total:** | **110.72** |
| | | | | **Vendor 03941 - LAWSON PRODUCTS, INC Total:** | **110.72** |
| **Vendor: 07594 - LEIGH ENVIRONMENTAL EQUIP, INC** | | | | | |
| **Fund: 631 - WASTEWATER** | | | | | |
| EQUIPMENT | EQUIPMENT | | | | 12,700.00 |
| | | | | **Fund 631 - WASTEWATER Total:** | **12,700.00** |
| | | | | **Vendor 07594 - LEIGH ENVIRONMENTAL EQUIP, INC Total:** | **12,700.00** |
| **Vendor: 09984 - LITZELMAN KALE** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |
| | | | | **Fund 111 - GENERAL Total:** | **120.00** |
| | | | | **Vendor 09984 - LITZELMAN KALE Total:** | **120.00** |
| **Vendor: 09978 - LOFINK BRADEN** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |
| | | | | **Fund 111 - GENERAL Total:** | **120.00** |
| | | | | **Vendor 09978 - LOFINK BRADEN Total:** | **120.00** |
| **Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC** | | | | | |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| PROF. SERVICES (42ND ST) | STREET PROJECTS | | | | 27,771.85 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **27,771.85** |
| **Fund: 631 - WASTEWATER** | | | | | |
| PROF. SERVICES (42ND ST) | ENGINEERING/DESIGN | | | | 4,596.72 |
| | | | | **Fund 631 - WASTEWATER Total:** | **4,596.72** |
| **Fund: 661 - STORMWATER** | | | | | |
| PROF. SERVICES (42ND ST) | ENGINEERING/DESIGN | | | | 5,937.43 |
| | | | | **Fund 661 - STORMWATER Total:** | **5,937.43** |
| | | | | **Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:** | **38,306.00** |
| **Vendor: 08190 - MADISON NATIONAL LIFE** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| LIFE INSURANCE | DISABILITY INSURANCE | | | | 420.42 |
| | | | | **Fund 111 - GENERAL Total:** | **420.42** |
| **Fund: 713 - CASH & INVESTMENT POOL** | | | | | |
| LIFE INSURANCE | LIFE INS EE PAYABLE | | | | 8.88 |
| LIFE INSURANCE | DIS INC INS EE PAYABLE | | | | 613.22 |
| LIFE INSURANCE | LIFE INS ER PAYABLE | | | | 734.11 |
| | | | | **Fund 713 - CASH & INVESTMENT POOL Total:** | **1,356.21** |
| | | | | **Vendor 08190 - MADISON NATIONAL LIFE Total:** | **1,776.63** |
| **Vendor: 07838 - MAILFINANCE INC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| MONTHLY LEASE | RENT-MACHINES | | | | 148.76 |
| Cont. srvcs. | CONTRACTUAL SERVICES | | | | 366.00 |
| | | | | **Fund 111 - GENERAL Total:** | **514.76** |
| | | | | **Vendor 07838 - MAILFINANCE INC Total:** | **514.76** |
| **Vendor: 09980 - MALTOS-GARCIA ARNOLDO** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |
| | | | | **Fund 111 - GENERAL Total:** | **120.00** |
| | | | | **Vendor 09980 - MALTOS-GARCIA ARNOLDO Total:** | **120.00** |
| **Vendor: 08317 - MATHESON TRI-GAS INC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| Hydro test cylinders | EQUIPMENT MAINTENANCE | | | | 125.00 |
| | | | | **Fund 111 - GENERAL Total:** | **125.00** |
| | | | | **Vendor 08317 - MATHESON TRI-GAS INC Total:** | **125.00** |
| **Vendor: 07588 - MATTHEW M. HUTT** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| PRE EMPL. EVAL - J.WEITZEL | CONTRACTUAL SERVICES | | | | 450.00 |
| | | | | **Fund 111 - GENERAL Total:** | **450.00** |
| | | | | **Vendor 07588 - MATTHEW M. HUTT Total:** | **450.00** |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| **Vendor: 08934 - MATTHEW MURPHY** | | | | | |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| ADVANCE EXPENSE TRAVEL FOR.. | SCHOOL & CONFERENCE | | | | -135.00 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **-135.00** |
| | | | | **Vendor 08934 - MATTHEW MURPHY Total:** | **-135.00** |
| **Vendor: 06530 - M-B CO, INC** | | | | | |
| **Fund: 725 - CENTRAL GARAGE** | | | | | |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 370.57 |
| | | | | **Fund 725 - CENTRAL GARAGE Total:** | **370.57** |
| | | | | **Vendor 06530 - M-B CO, INC Total:** | **370.57** |
| **Vendor: 07628 - MENARDS, INC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| BLDG MAINT PK | BUILDING MAINTENANCE | | | | 23.40 |
| DEPT SUPP PK | DEPARTMENT SUPPLIES | | | | 56.98 |
| | | | | **Fund 111 - GENERAL Total:** | **80.38** |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| SUPP - SEALS, TOGGLE BOLTS | DEPARTMENT SUPPLIES | | | | 19.52 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **19.52** |
| **Fund: 631 - WASTEWATER** | | | | | |
| DEPT SUP | DEPARTMENT SUPPLIES | | | | 31.88 |
| DEPT SUP | DEPARTMENT SUPPLIES | | | | 8.99 |
| DEPT SUP | DEPARTMENT SUPPLIES | | | | 4.00 |
| DEPT SUP | DEPARTMENT SUPPLIES | | | | 62.59 |
| | | | | **Fund 631 - WASTEWATER Total:** | **107.46** |
| | | | | **Vendor 07628 - MENARDS, INC Total:** | **207.36** |
| **Vendor: 07208 - MICHAEL LEVICK** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| REIMBURSE FOR SMOKE ALAR... | DEPARTMENT SUPPLIES | | | | 44.46 |
| | | | | **Fund 111 - GENERAL Total:** | **44.46** |
| | | | | **Vendor 07208 - MICHAEL LEVICK Total:** | **44.46** |
| **Vendor: 00705 - MIDLANDS NEWSPAPERS, INC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| Sbscrp. rnwl. - LIBRARY | SUBSCRIPTIONS | | | | 153.36 |
| | | | | **Fund 111 - GENERAL Total:** | **153.36** |
| **Fund: 213 - CEMETERY** | | | | | |
| SUBSCRIPTIONS CEM | SUBSCRIPTIONS | | | | 195.00 |
| | | | | **Fund 213 - CEMETERY Total:** | **195.00** |
| | | | | **Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:** | **348.36** |
| **Vendor: 06145 - MIDWEST MOTOR SUPPLY CO INC** | | | | | |
| **Fund: 725 - CENTRAL GARAGE** | | | | | |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 65.26 |
| | | | | **Fund 725 - CENTRAL GARAGE Total:** | **65.26** |
| | | | | **Vendor 06145 - MIDWEST MOTOR SUPPLY CO INC Total:** | **65.26** |
| **Vendor: 09543 - NATIONAL TELEPHONE MESSAGE CORP** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| DEPT SUPPL-PD | DEPARTMENT SUPPLIES | | | | 342.59 |
| | | | | **Fund 111 - GENERAL Total:** | **342.59** |
| | | | | **Vendor 09543 - NATIONAL TELEPHONE MESSAGE CORP Total:** | **342.59** |
| **Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER** | | | | | |
| **Fund: 713 - CASH & INVESTMENT POOL** | | | | | |
| NE CHILD SUPPORT PYBLE | CHILD SUPPORT EE PAY | | | | 1,350.35 |
| NE CHILD SUPPORT PYBLE | CHILD SUPPORT EE PAY | | | | 1,350.55 |
| | | | | **Fund 713 - CASH & INVESTMENT POOL Total:** | **2,700.90** |
| | | | | **Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:** | **2,700.90** |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| **Vendor: 00068 - NE DEPT OF ROADS** | | | | | |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| RENEW CITY & COUNTY SUPERI… | MEMBERSHIPS | | | | 60.00 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **60.00** |
| | | | | **Vendor 00068 - NE DEPT OF ROADS Total:** | **60.00** |
| **Vendor: 00402 - NEBRASKA MACHINERY CO** | | | | | |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 33.46 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 188.02 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 97.26 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **318.74** |
| | | | | **Vendor 00402 - NEBRASKA MACHINERY CO Total:** | **318.74** |
| **Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT** | | | | | |
| **Fund: 631 - WASTEWATER** | | | | | |
| ELECTRIC | ELECTRIC POWER | | | | 180.73 |
| ELECTRIC | ELECTRIC POWER | | | | 13,928.14 |
| | | | | **Fund 631 - WASTEWATER Total:** | **14,108.87** |
| **Fund: 641 - WATER** | | | | | |
| ELECTRIC | ELECTRIC POWER | | | | 2,520.86 |
| ELECTRIC | ELECTRIC POWER | | | | 6,906.93 |
| | | | | **Fund 641 - WATER Total:** | **9,427.79** |
| | | | | **Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:** | **23,536.66** |
| **Vendor: 02187 - NEBRASKA STATE TREASURER'S OFFICE** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| UNCLAIMED PROPERTY | DEPARTMENT SUPPLIES | | | | 260.49 |
| UNCLAIMED PROPERTY | DEPARTMENT SUPPLIES | | | | 293.10 |
| | | | | **Fund 111 - GENERAL Total:** | **553.59** |
| | | | | **Vendor 02187 - NEBRASKA STATE TREASURER'S OFFICE Total:** | **553.59** |
| **Vendor: 01785 - NEBRASKA STATEWIDE ARBORETUM** | | | | | |
| **Fund: 661 - STORMWATER** | | | | | |
| MEMBERSHIPS | MEMBERSHIPS | | | | 130.00 |
| | | | | **Fund 661 - STORMWATER Total:** | **130.00** |
| | | | | **Vendor 01785 - NEBRASKA STATEWIDE ARBORETUM Total:** | **130.00** |
| **Vendor: 09555 - NELSON TRENT** | | | | | |
| **Fund: 725 - CENTRAL GARAGE** | | | | | |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 186.65 |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 326.09 |
| | | | | **Fund 725 - CENTRAL GARAGE Total:** | **512.74** |
| | | | | **Vendor 09555 - NELSON TRENT Total:** | **512.74** |
| **Vendor: 09409 - NETWORKFLEET, INC** | | | | | |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | -6.48 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **-6.48** |
| | | | | **Vendor 09409 - NETWORKFLEET, INC Total:** | **-6.48** |
| **Vendor: 09982 - OLSON JOSEPH** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |
| | | | | **Fund 111 - GENERAL Total:** | **120.00** |
| | | | | **Vendor 09982 - OLSON JOSEPH Total:** | **120.00** |
| **Vendor: 08840 - ONE CALL CONCEPTS, INC** | | | | | |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 50.15 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **50.15** |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| **Fund: 631 - WASTEWATER** | | | | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 50.15 |
| | | | | **Fund 631 - WASTEWATER Total:** | **50.15** |
| **Fund: 641 - WATER** | | | | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 50.15 |
| | | | | **Fund 641 - WATER Total:** | **50.15** |
| | | | | **Vendor 08840 - ONE CALL CONCEPTS, INC Total:** | **150.45** |
| **Vendor: 09983 - PANDURO PAUL** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |
| | | | | **Fund 111 - GENERAL Total:** | **60.00** |
| | | | | **Vendor 09983 - PANDURO PAUL Total:** | **60.00** |
| **Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC** | | | | | |
| **Fund: 641 - WATER** | | | | | |
| SAMPLES | SAMPLES | | | | 80.00 |
| SAMPLES | SAMPLES | | | | 80.00 |
| | | | | **Fund 641 - WATER Total:** | **160.00** |
| | | | | **Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:** | **160.00** |
| **Vendor: 01276 - PLATTE VALLEY BANK** | | | | | |
| **Fund: 713 - CASH & INVESTMENT POOL** | | | | | |
| HEALTH SAVINGS ACCT | HSA EE PAYABLE | | | | 13,791.20 |
| HEALTH SAVINGS ACCT | HSA ER PAYABLE | | | | 1,243.75 |
| HEALTH SAVINGS ACCOUNT | HSA EE PAYABLE | | | | 13,841.20 |
| HEALTH SAVINGS ACCOUNT | HSA ER PAYABLE | | | | 1,256.25 |
| | | | | **Fund 713 - CASH & INVESTMENT POOL Total:** | **30,132.40** |
| | | | | **Vendor 01276 - PLATTE VALLEY BANK Total:** | **30,132.40** |
| **Vendor: 09807 - POLYDYNE INC** | | | | | |
| **Fund: 631 - WASTEWATER** | | | | | |
| CHEMICALS | CHEMICALS | | | | 5,379.93 |
| | | | | **Fund 631 - WASTEWATER Total:** | **5,379.93** |
| | | | | **Vendor 09807 - POLYDYNE INC Total:** | **5,379.93** |
| **Vendor: 00272 - POSTMASTER** | | | | | |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| Postage | POSTAGE | | | | 134.96 |
| Postage | POSTAGE | | | | 140.15 |
| Postage | POSTAGE | | | | 121.82 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **396.93** |
| **Fund: 631 - WASTEWATER** | | | | | |
| Postage | POSTAGE | | | | 134.96 |
| Postage | POSTAGE | | | | 140.15 |
| Postage | POSTAGE | | | | 121.83 |
| | | | | **Fund 631 - WASTEWATER Total:** | **396.94** |
| **Fund: 641 - WATER** | | | | | |
| Postage | POSTAGE | | | | 134.95 |
| Postage | POSTAGE | | | | 140.14 |
| Postage | POSTAGE | | | | 121.83 |
| | | | | **Fund 641 - WATER Total:** | **396.92** |
| | | | | **Vendor 00272 - POSTMASTER Total:** | **1,190.79** |
| **Vendor: 00796 - POWERPLAN** | | | | | |
| **Fund: 725 - CENTRAL GARAGE** | | | | | |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 542.83 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 69.20 |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 18.54 |
| | | | | **Fund 725 - CENTRAL GARAGE Total:** | **630.57** |
| | | | | **Vendor 00796 - POWERPLAN Total:** | **630.57** |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| **Vendor: 01920 - PRAISE WINDOWS INC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| Bldg. main. | BUILDING MAINTENANCE | | | | 645.00 |
| | | | | **Fund 111 - GENERAL Total:** | **645.00** |
| | | | | **Vendor 01920 - PRAISE WINDOWS INC Total:** | **645.00** |
| **Vendor: 00266 - QUILL CORPORATION** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| PRINTER INK | DEPARTMENT SUPPLIES | | | | 221.99 |
| PRINTER INK | DEPARTMENT SUPPLIES | | | | 365.99 |
| PRINTER INK | DEPARTMENT SUPPLIES | | | | 242.94 |
| DEPT SUPPL-PD | DEPARTMENT SUPPLIES | | | | 78.20 |
| DEPT SUPPL-PD | DEPARTMENT SUPPLIES | | | | 39.94 |
| DEPT SUPPL-PD | DEPARTMENT SUPPLIES | | | | 78.20 |
| DEPT SUPPL-PD | DEPARTMENT SUPPLIES | | | | 86.33 |
| DEPT SUPPL-PD | DEPARTMENT SUPPLIES | | | | 93.47 |
| | | | | **Fund 111 - GENERAL Total:** | **1,207.06** |
| **Fund: 215 - SPECIAL PROJECTS** | | | | | |
| PRINTER CARTRIDGES - NEW SO… | EQUIPMENT | | | | 589.90 |
| | | | | **Fund 215 - SPECIAL PROJECTS Total:** | **589.90** |
| | | | | **Vendor 00266 - QUILL CORPORATION Total:** | **1,796.96** |
| **Vendor: 09987 - REG OKLAHOMA ACQUISITIONS** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| Dep. sup. | DEPARTMENT SUPPLIES | | | | 1,090.40 |
| | | | | **Fund 111 - GENERAL Total:** | **1,090.40** |
| | | | | **Vendor 09987 - REG OKLAHOMA ACQUISITIONS Total:** | **1,090.40** |
| **Vendor: 04089 - REGIONAL CARE INC** | | | | | |
| **Fund: 812 - HEALTH INSURANCE** | | | | | |
| FLEX FUNDING | FLEXIBLE BENFT EXPENSES | | | | 502.00 |
| CLAIMS | CLAIMS EXPENSE | | | | 30,768.14 |
| FLEX FUNDING | FLEXIBLE BENFT EXPENSES | | | | 648.30 |
| CLAIMS | CLAIMS EXPENSE | | | | 27,762.50 |
| FLEX FUNDING | FLEXIBLE BENFT EXPENSES | | | | 192.00 |
| HEALTH INSURANCE PREMIUM -… | PREMIUM EXPENSE | | | | 38,448.50 |
| CLAIMS | CLAIMS EXPENSE | | | | 11,331.42 |
| | | | | **Fund 812 - HEALTH INSURANCE Total:** | **109,652.86** |
| | | | | **Vendor 04089 - REGIONAL CARE INC Total:** | **109,652.86** |
| **Vendor: 08576 - REVIZE LLC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| WEBSITE SUPPORT | CONTRACTUAL SERVICES | | | | 642.00 |
| | | | | **Fund 111 - GENERAL Total:** | **642.00** |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| WEBSITE SUPPORT | CONTRACTUAL SERVICES | | | | 642.00 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **642.00** |
| **Fund: 631 - WASTEWATER** | | | | | |
| WEBSITE SUPPORT | CONTRACTUAL SERVICES | | | | 642.00 |
| | | | | **Fund 631 - WASTEWATER Total:** | **642.00** |
| **Fund: 641 - WATER** | | | | | |
| WEBSITE SUPPORT | CONTRACTUAL SERVICES | | | | 642.00 |
| | | | | **Fund 641 - WATER Total:** | **642.00** |
| | | | | **Vendor 08576 - REVIZE LLC Total:** | **2,568.00** |
| **Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT** | | | | | |
| **Fund: 641 - WATER** | | | | | |
| ELECTRICITY | ELECTRIC POWER | | | | 1,813.10 |
| | | | | **Fund 641 - WATER Total:** | **1,813.10** |
| | | | | **Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:** | **1,813.10** |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| **Vendor: 09997 - RURAL HEALTH DEVELOPMENT, INC.** | | | | | |
| **Fund: 224 - ECONOMIC DEVELOPMENT** | | | | | |
| ECONOMIC DEV AGREEMENT | ECONOMIC DEVELOPMENT | | | | 6,383.33 |
| | | | | **Fund 224 - ECONOMIC DEVELOPMENT Total:** | **6,383.33** |
| | | | | **Vendor 09997 - RURAL HEALTH DEVELOPMENT, INC. Total:** | **6,383.33** |
| **Vendor: 00026 - S M E C** | | | | | |
| **Fund: 713 - CASH & INVESTMENT POOL** | | | | | |
| EMPLOYEE DEDUCTION | SMEC EE PAYABLE | | | | 160.00 |
| EMPLOYEE DEDUCTION | SMEC EE PAYABLE | | | | 160.00 |
| | | | | **Fund 713 - CASH & INVESTMENT POOL Total:** | **320.00** |
| | | | | **Vendor 00026 - S M E C Total:** | **320.00** |
| **Vendor: 00257 - SANDBERG IMPLEMENT, INC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| EQUIP MAINT PK | EQUIPMENT MAINTENANCE | | | | 36.28 |
| EQUIP MAINT PK | EQUIPMENT MAINTENANCE | | | | 43.61 |
| | | | | **Fund 111 - GENERAL Total:** | **79.89** |
| | | | | **Vendor 00257 - SANDBERG IMPLEMENT, INC Total:** | **79.89** |
| **Vendor: 09408 - SATO, LEANN** | | | | | |
| **Fund: 661 - STORMWATER** | | | | | |
| SCHOOLS & CONF | SCHOOL & CONFERENCE | | | | 80.00 |
| | | | | **Fund 661 - STORMWATER Total:** | **80.00** |
| | | | | **Vendor 09408 - SATO, LEANN Total:** | **80.00** |
| **Vendor: 01177 - SCB CO CLERK** | | | | | |
| **Fund: 218 - PUBLIC SAFETY** | | | | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 5,282.22 |
| | | | | **Fund 218 - PUBLIC SAFETY Total:** | **5,282.22** |
| **Fund: 225 - MUTUAL FIRE** | | | | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 5,282.22 |
| | | | | **Fund 225 - MUTUAL FIRE Total:** | **5,282.22** |
| | | | | **Vendor 01177 - SCB CO CLERK Total:** | **10,564.44** |
| **Vendor: 00841 - SCB COUNTY** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| FINAL PYMT - 2017 PICTOMETR... | CONTRACTUAL SERVICES | | | | 1,913.33 |
| | | | | **Fund 111 - GENERAL Total:** | **1,913.33** |
| **Fund: 721 - GIS SERVICES** | | | | | |
| FINAL PYMT - 2017 PICTOMETR... | CONTRACTUAL SERVICES | | | | 1,913.34 |
| | | | | **Fund 721 - GIS SERVICES Total:** | **1,913.34** |
| | | | | **Vendor 00841 - SCB COUNTY Total:** | **3,826.67** |
| **Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454** | | | | | |
| **Fund: 713 - CASH & INVESTMENT POOL** | | | | | |
| FIRE EE DUES | FIRE UNION DUES EE PAY | | | | 195.00 |
| FIRE EE DUES | FIRE UNION DUES EE PAY | | | | 195.00 |
| | | | | **Fund 713 - CASH & INVESTMENT POOL Total:** | **390.00** |
| | | | | **Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:** | **390.00** |
| **Vendor: 09990 - SCHROEDER MICHAEL** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |
| | | | | **Fund 111 - GENERAL Total:** | **60.00** |
| | | | | **Vendor 09990 - SCHROEDER MICHAEL Total:** | **60.00** |
| **Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION** | | | | | |
| **Fund: 713 - CASH & INVESTMENT POOL** | | | | | |
| POLICE EE DUES | POL UNION DUES EE PAY | | | | 576.00 |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| POLICE EE DUES | POL UNION DUES EE PAY | | | | 576.00 |
| | | | | **Fund 713 - CASH & INVESTMENT POOL Total:** | **1,152.00** |
| | | | | **Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:** | **1,152.00** |
| **Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| SPECIAL EVENT REC | SPECIAL EVENTS | | | | 165.00 |
| | | | | **Fund 111 - GENERAL Total:** | **165.00** |
| | | | | **Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:** | **165.00** |
| **Vendor: 00108 - SCOTTSBLUFF WINSUPPLY COMPANY** | | | | | |
| **Fund: 213 - CEMETERY** | | | | | |
| DEPT SUPP CEM | DEPARTMENT SUPPLIES | | | | 95.87 |
| | | | | **Fund 213 - CEMETERY Total:** | **95.87** |
| | | | | **Vendor 00108 - SCOTTSBLUFF WINSUPPLY COMPANY Total:** | **95.87** |
| **Vendor: 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| STATE OF THE VALLEY LUNCHE... | SCHOOL & CONFERENCE | | | | 20.00 |
| STATE OF THE VALLEY LUNCHE... | SCHOOL & CONFERENCE | | | | 20.00 |
| STATE OF THE VALLEY LUNCHE... | SCHOOL & CONFERENCE | | | | 20.00 |
| STATE OF THE VALLEY LUNCHE... | SCHOOL & CONFERENCE | | | | 20.00 |
| STATE OF THE VALLEY LUNCHE... | SCHOOL & CONFERENCE | | | | 20.00 |
| STATE OF THE VALLEY LUNCHE... | SCHOOL & CONFERENCE | | | | 20.00 |
| | | | | **Fund 111 - GENERAL Total:** | **120.00** |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| STATE OF THE VALLEY LUNCHE... | SCHOOL & CONFERENCE | | | | 20.00 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **20.00** |
| **Fund: 224 - ECONOMIC DEVELOPMENT** | | | | | |
| STATE OF THE VALLEY LUNCHE... | SCHOOL & CONFERENCE | | | | 20.00 |
| | | | | **Fund 224 - ECONOMIC DEVELOPMENT Total:** | **20.00** |
| | | | | **Vendor 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE Total:** | **160.00** |
| **Vendor: 07502 - SHAFFER PUBLICATONS** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| Sbscrp. rnwl. | SUBSCRIPTIONS | | | | 1,966.75 |
| | | | | **Fund 111 - GENERAL Total:** | **1,966.75** |
| | | | | **Vendor 07502 - SHAFFER PUBLICATONS Total:** | **1,966.75** |
| **Vendor: 09988 - SIMMONS JACOB** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |
| | | | | **Fund 111 - GENERAL Total:** | **120.00** |
| | | | | **Vendor 09988 - SIMMONS JACOB Total:** | **120.00** |
| **Vendor: 01031 - SIMON CONTRACTORS** | | | | | |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| CONCRETE FOR STREET REPAIR | STREET MAINTENANCE | | | | 1,102.50 |
| CONCRETE FOR STREET REPAIR | STREET MAINTENANCE | | | | 2,033.00 |
| RECYCLED BASE GRAVEL | STREET REPAIR SUPPLIES | | | | 208.18 |
| RECYCLED BASE GRAVEL | STREET REPAIR SUPPLIES | | | | 178.78 |
| CONCRETE FOR STREET REPAIR | STREET MAINTENANCE | | | | 1,811.88 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **5,334.34** |
| **Fund: 213 - CEMETERY** | | | | | |
| DEPT SUPP CEM | DEPARTMENT SUPPLIES | | | | 75.49 |
| | | | | **Fund 213 - CEMETERY Total:** | **75.49** |
| **Fund: 216 - BUSINESS IMPROVEMENT** | | | | | |
| STREET PATCH - MIDWEST THE... | STRUCTURES | | | | 1,712.00 |
| STREET PATCH - MIDWEST THE... | STRUCTURES | | | | 1,120.00 |
| STREET PATCH - MIDWEST THE... | STRUCTURES | | | | 1,082.25 |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| STREET PATCH - MIDWEST THE... | STRUCTURES | | | | 2,135.25 |
| STREET PATCH - MIDWEST THE... | STRUCTURES | | | | 1,148.00 |
| STREET PATCH - MIDWEST THE... | STRUCTURES | | | | 3,205.63 |
| STREET PATCH - MIDWEST THE... | STRUCTURES | | | | 2,285.75 |
| STREET PATCH - MIDWEST THE... | STRUCTURES | | | | 1,281.50 |
| | | | | **Fund 216 - BUSINESS IMPROVEMENT Total:** | **13,970.38** |
| | | | | **Vendor 01031 - SIMON CONTRACTORS Total:** | **19,380.21** |
| **Vendor: 04741 - SPENCER, KEVIN** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | | | | 226.17 |
| | | | | **Fund 111 - GENERAL Total:** | **226.17** |
| | | | | **Vendor 04741 - SPENCER, KEVIN Total:** | **226.17** |
| **Vendor: 09821 - STARR LEHL** | | | | | |
| **Fund: 224 - ECONOMIC DEVELOPMENT** | | | | | |
| CONF EXPENSE - NIFA WORKFO... | SCHOOL & CONFERENCE | | | | 36.13 |
| | | | | **Fund 224 - ECONOMIC DEVELOPMENT Total:** | **36.13** |
| | | | | **Vendor 09821 - STARR LEHL Total:** | **36.13** |
| **Vendor: 00054 - STATE HEALTH LAB** | | | | | |
| **Fund: 641 - WATER** | | | | | |
| SAMPLES | SAMPLES | | | | 2,624.00 |
| | | | | **Fund 641 - WATER Total:** | **2,624.00** |
| | | | | **Vendor 00054 - STATE HEALTH LAB Total:** | **2,624.00** |
| **Vendor: 05814 - SUPERIOR SIGNALS, INC** | | | | | |
| **Fund: 725 - CENTRAL GARAGE** | | | | | |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 178.96 |
| | | | | **Fund 725 - CENTRAL GARAGE Total:** | **178.96** |
| | | | | **Vendor 05814 - SUPERIOR SIGNALS, INC Total:** | **178.96** |
| **Vendor: 00325 - TEXAS PNEUDRAULIC INC** | | | | | |
| **Fund: 725 - CENTRAL GARAGE** | | | | | |
| EQUIP MTNC | EQUIPMENT MAINTENANCE | | | | 181.41 |
| | | | | **Fund 725 - CENTRAL GARAGE Total:** | **181.41** |
| | | | | **Vendor 00325 - TEXAS PNEUDRAULIC INC Total:** | **181.41** |
| **Vendor: 09769 - THOMPSON, NOELLE** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| Prgrm. | PROGRAMMING | | | | 10.00 |
| | | | | **Fund 111 - GENERAL Total:** | **10.00** |
| | | | | **Vendor 09769 - THOMPSON, NOELLE Total:** | **10.00** |
| **Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION** | | | | | |
| **Fund: 218 - PUBLIC SAFETY** | | | | | |
| HIDTA CAR LEASE | DEPARTMENT SUPPLIES | | | | 365.69 |
| | | | | **Fund 218 - PUBLIC SAFETY Total:** | **365.69** |
| | | | | **Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:** | **365.69** |
| **Vendor: 05087 - TRAFFIC PARTS, INC** | | | | | |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| T.S. PARTS - PED LED H/MAN | DEPARTMENT SUPPLIES | | | | 4,400.00 |
| T.S. SUPP - PUSHBUTTON SWIT... | DEPARTMENT SUPPLIES | | | | 220.80 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **4,620.80** |
| | | | | **Vendor 05087 - TRAFFIC PARTS, INC Total:** | **4,620.80** |
| **Vendor: 08821 - TYLER TECHNOLOGIES, INC** | | | | | |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| EQUIP MAINTENANCE - RECEIPT... | CONTRACTUAL SERVICES | | | | 297.21 |
| FEES - UB ONLINE | CONTRACTUAL SERVICES | | | | 116.00 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **413.21** |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| **Fund: 631 - WASTEWATER** | | | | | |
| EQUIP MAINTENANCE - RECEIPT.. | CONTRACTUAL SERVICES | | | | 297.21 |
| FEES - UB ONLINE | CONTRACTUAL SERVICES | | | | 116.00 |
| | | | | **Fund 631 - WASTEWATER Total:** | **413.21** |
| **Fund: 641 - WATER** | | | | | |
| EQUIP MAINTENANCE - RECEIPT.. | CONTRACTUAL SERVICES | | | | 297.21 |
| FEES - UB ONLINE | CONTRACTUAL SERVICES | | | | 116.00 |
| | | | | **Fund 641 - WATER Total:** | **413.21** |
| | | | | **Vendor 08821 - TYLER TECHNOLOGIES, INC Total:** | **1,239.63** |
| **Vendor: 09865 - UNION BANK & TRUST** | | | | | |
| **Fund: 713 - CASH & INVESTMENT POOL** | | | | | |
| RETIREMENT | REGULAR RETIRE EE PAY | | | | 7,745.11 |
| RETIREMENT | REGULAR RETIRE EE PAY | | | | 7,973.55 |
| RETIREMENT | DEFERRED COMP EE PAY | | | | 540.00 |
| RETIREMENT | DEFERRED COMP EE PAY | | | | 2,232.24 |
| RETIREMENT | RETIRE FIRE EE PAYABLE | | | | 2,213.78 |
| RETIREMENT | RETIRE FIRE EE PAYABLE | | | | 4,097.55 |
| RETIREMENT | RETIRE POLICE EE PAY | | | | 4,950.06 |
| RETIREMENT | RETIRE POLICE EE PAY | | | | 5,361.14 |
| RETIREMENT | REGULAR RETIRE EE PAY | | | | 7,719.45 |
| RETIREMENT | REGULAR RETIRE EE PAY | | | | 7,934.68 |
| RETIREMENT | DEFERRED COMP EE PAY | | | | 540.00 |
| RETIREMENT | DEFERRED COMP EE PAY | | | | 2,232.24 |
| RETIREMENT | RETIRE FIRE EE PAYABLE | | | | 2,342.03 |
| RETIREMENT | RETIRE FIRE EE PAYABLE | | | | 4,354.16 |
| RETIREMENT | RETIRE POLICE EE PAY | | | | 5,356.48 |
| RETIREMENT | RETIRE POLICE EE PAY | | | | 4,966.59 |
| | | | | **Fund 713 - CASH & INVESTMENT POOL Total:** | **70,559.06** |
| | | | | **Vendor 09865 - UNION BANK & TRUST Total:** | **70,559.06** |
| **Vendor: 09840 - UNITED STATES WELDING** | | | | | |
| **Fund: 621 - ENVIRONMENTAL SERVICES** | | | | | |
| DEPT SUPPLIES | DEPARTMENT SUPPLIES | | | | 69.33 |
| | | | | **Fund 621 - ENVIRONMENTAL SERVICES Total:** | **69.33** |
| | | | | **Vendor 09840 - UNITED STATES WELDING Total:** | **69.33** |
| **Vendor: 01217 - US BANK** | | | | | |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| 2015 GO HWY BONDS | DEBT SERVICE-PRINCIPAL | | | | 465,000.00 |
| 2015 GO HWY BONDS | DEBT SERVICE-INTEREST | | | | 10,627.50 |
| 2018 GO HWY BOND - 42ND ST | DEBT SERVICE-PRINCIPAL | | | | 345,917.04 |
| 2018 GO HWY BOND - 42ND ST | DEBT SERVICE-INTEREST | | | | 26,696.35 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **848,240.89** |
| **Fund: 412 - LEASE CORPORATION** | | | | | |
| 2015 LEASING CORP BONDS | DEBT SERVICE | | | | 665,000.00 |
| 2015 LEASING CORP BONDS | DEBT SERVICE-INTEREST | | | | 16,845.74 |
| | | | | **Fund 412 - LEASE CORPORATION Total:** | **681,845.74** |
| **Fund: 661 - STORMWATER** | | | | | |
| 2018 GO HWY BOND - 42ND ST | DEBT SERVICE-PRINCIPAL | | | | 74,082.96 |
| 2018 GO HWY BOND - 42ND ST | DEBT SERVICE-INTEREST | | | | 5,717.40 |
| | | | | **Fund 661 - STORMWATER Total:** | **79,800.36** |
| | | | | **Vendor 01217 - US BANK Total:** | **1,609,886.99** |
| **Vendor: 08828 - US BANK** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| GASOLINE-PD | GASOLINE | | | | 37.93 |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | | | | 103.95 |
| UNIFORMS FOR NEW HIRES | UNIFORMS & CLOTHING | | | | 384.93 |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | | | | 48.12 |
| EQUIP MAINT-PD | EQUIPMENT MAINTENANCE | | | | 38.00 |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | | | | 25.00 |
| AED BATTERY | EQUIPMENT MAINTENANCE | | | | 157.00 |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | | | | 84.00 |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | | | | 25.00 |
| SCHOOLS & CONF-PD | SCHOOL & CONFERENCE | | | | 866.25 |
| UNIFORM PANTS | UNIFORMS & CLOTHING | | | | 98.98 |
| UNIFORM PANTS- LOHR | UNIFORMS & CLOTHING | | | | 109.98 |
| BLDG MAINT-PD | BUILDING MAINTENANCE | | | | 19.41 |
| BLDG MAINT-PD | BUILDING MAINTENANCE | | | | 19.40 |
| EQUIP MAINT-PD | EQUIPMENT MAINTENANCE | | | | 68.00 |
| DEPT SUPPL-PD | DEPARTMENT SUPPLIES | | | | 160.95 |
| PRINTER, USB, INK FOR FIRE PR… | DEPARTMENT SUPPLIES | | | | 284.97 |
| DEPT SUPPLIES AND CONFEREN… | DEPARTMENT SUPPLIES | | | | 45.96 |
| CONFERENCE REGISTRATION | SCHOOL & CONFERENCE | | | | 125.00 |
| | | | | **Fund 111 - GENERAL Total:** | **2,702.83** |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| CREDIT FOR IMSA WORK ZONE … | SCHOOL & CONFERENCE | | | | -100.00 |
| CREDIT FOR WORK ZONE SEMI… | SCHOOL & CONFERENCE | | | | -275.00 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **-375.00** |
| **Fund: 215 - SPECIAL PROJECTS** | | | | | |
| GPSGATE LICENSES FOR CAD/R… | EQUIPMENT | | | | 164.75 |
| GPSGATE LICENSES FOR CAD/R… | EQUIPMENT | | | | 659.00 |
| | | | | **Fund 215 - SPECIAL PROJECTS Total:** | **823.75** |
| **Fund: 224 - ECONOMIC DEVELOPMENT** | | | | | |
| SCHOOL & CONF | SCHOOL & CONFERENCE | | | | 34.19 |
| SCHOOL & CONF | SCHOOL & CONFERENCE | | | | 132.60 |
| | | | | **Fund 224 - ECONOMIC DEVELOPMENT Total:** | **166.79** |
| | | | | **Vendor 08828 - US BANK Total:** | **3,318.37** |
| **Vendor: 09994 - WARREN GARRETT** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |
| CONTRACTUAL | CONTRACTUAL SERVICES | | | | 60.00 |
| | | | | **Fund 111 - GENERAL Total:** | **120.00** |
| | | | | **Vendor 09994 - WARREN GARRETT Total:** | **120.00** |
| **Vendor: 06089 - WESTERN COOPERATIVE COMPANY** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| EQUIP MAINT PK | EQUIPMENT MAINTENANCE | | | | 125.00 |
| | | | | **Fund 111 - GENERAL Total:** | **125.00** |
| | | | | **Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:** | **125.00** |
| **Vendor: 00262 - WESTERN NE COMMUNITY COLLEGE** | | | | | |
| **Fund: 111 - GENERAL** | | | | | |
| EXPENSE - MANUF. DAY | DEPARTMENT SUPPLIES | | | | 400.00 |
| | | | | **Fund 111 - GENERAL Total:** | **400.00** |
| | | | | **Vendor 00262 - WESTERN NE COMMUNITY COLLEGE Total:** | **400.00** |
| **Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT** | | | | | |
| **Fund: 713 - CASH & INVESTMENT POOL** | | | | | |
| CHILD SUPPORT | CHILD SUPPORT EE PAY | | | | 738.08 |
| CHILD SUPPORT | CHILD SUPPORT EE PAY | | | | 738.08 |
| | | | | **Fund 713 - CASH & INVESTMENT POOL Total:** | **1,476.16** |
| | | | | **Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:** | **1,476.16** |
| **Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC** | | | | | |
| **Fund: 212 - TRANSPORTATION** | | | | | |
| FIRST AID KIT SUPPLIES | DEPARTMENT SUPPLIES | | | | 81.30 |
| | | | | **Fund 212 - TRANSPORTATION Total:** | **81.30** |
| | | | | **Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:** | **81.30** |

| Description (Payable) | Account Name | (None) | (None) | (None) | Amount |
|---|---|---|---|---|---|
| **Vendor: 09750 - WYOMING WATER DEVELOPMENT OFF** | | | | | |
| **Fund: 641 - WATER** | | | | | |
| PAWS FEASIBILITY STUDY | CONTRACTUAL SERVICES | | | | 8,352.25 |
| | | | | **Fund 641 - WATER Total:** | **8,352.25** |
| | | | | **Vendor 09750 - WYOMING WATER DEVELOPMENT OFF Total:** | **8,352.25** |
| **Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE** | | | | | |
| **Fund: 713 - CASH & INVESTMENT POOL** | | | | | |
| YMCA | YMCA PAY EE | | | | 1,637.00 |
| | | | | **Fund 713 - CASH & INVESTMENT POOL Total:** | **1,637.00** |
| | | | | **Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:** | **1,637.00** |
| | | | | **Grand Total:** | **2,603,391.15** |

# Report Summary

## Fund Summary

| Fund | | Expense Amount | Payment Amount |
|---|---|---|---|
| 111 - GENERAL | | 26,864.47 | 974.01 |
| 212 - TRANSPORTATION | | 1,217,763.24 | 0.00 |
| 213 - CEMETERY | | 626.06 | 0.00 |
| 215 - SPECIAL PROJECTS | | 1,413.65 | 0.00 |
| 216 - BUSINESS IMPROVEMENT | | 13,970.38 | 0.00 |
| 218 - PUBLIC SAFETY | | 5,647.91 | 0.00 |
| 223 - KENO | | 119.98 | 0.00 |
| 224 - ECONOMIC DEVELOPMENT | | 6,902.63 | 0.00 |
| 225 - MUTUAL FIRE | | 16,760.53 | 0.00 |
| 412 - LEASE CORPORATION | | 681,845.74 | 0.00 |
| 621 - ENVIRONMENTAL SERVICES | | 5,689.86 | 396.93 |
| 631 - WASTEWATER | | 51,607.36 | 396.94 |
| 641 - WATER | | 38,587.18 | 396.92 |
| 661 - STORMWATER | | 186,100.48 | 0.00 |
| 713 - CASH & INVESTMENT POOL | | 225,238.10 | 225,238.10 |
| 721 - GIS SERVICES | | 1,948.47 | 0.00 |
| 725 - CENTRAL GARAGE | | 7,652.25 | 0.00 |
| 812 - HEALTH INSURANCE | | 114,652.86 | 71,204.36 |
| | **Grand Total:** | **2,603,391.15** | **298,607.26** |

## Account Summary

| Account Number | Account Name | Expense Amount | Payment Amount |
|---|---|---|---|
| 111-51281-142 | DISABILITY INSURANCE | 420.42 | 420.42 |
| 111-52111-111 | DEPARTMENT SUPPLIES | 1,117.93 | 553.59 |
| 111-52111-121 | DEPARTMENT SUPPLIES | 156.87 | 0.00 |
| 111-52111-141 | DEPARTMENT SUPPLIES | 607.63 | 0.00 |
| 111-52111-142 | DEPARTMENT SUPPLIES | 880.44 | 0.00 |
| 111-52111-143 | DEPARTMENT SUPPLIES | 876.88 | 0.00 |
| 111-52111-151 | DEPARTMENT SUPPLIES | 1,130.90 | 0.00 |
| 111-52111-171 | DEPARTMENT SUPPLIES | 314.57 | 0.00 |
| 111-52111-172 | DEPARTMENT SUPPLIES | 450.00 | 0.00 |
| 111-52121-151 | JANITORIAL SUPPLIES | 89.25 | 0.00 |
| 111-52134-172 | SPECIAL EVENTS | 165.00 | 0.00 |
| 111-52181-141 | UNIFORMS & CLOTHING | 593.89 | 0.00 |
| 111-52181-171 | UNIFORMS & CLOTHING | 879.92 | 0.00 |
| 111-52222-151 | BOOKS | 986.54 | 0.00 |
| 111-52223-151 | PROGRAMMING | 96.53 | 0.00 |
| 111-52225-151 | SUBSCRIPTIONS | 2,120.11 | 0.00 |
| 111-52311-114 | MEMBERSHIPS | 1,057.28 | 0.00 |
| 111-52411-141 | POSTAGE | 20.91 | 0.00 |
| 111-52511-142 | GASOLINE | 37.93 | 0.00 |
| 111-53111-112 | CONTRACTUAL SERVICES | 450.00 | 0.00 |
| 111-53111-116 | CONTRACTUAL SERVICES | 642.00 | 0.00 |
| 111-53111-121 | CONTRACTUAL SERVICES | 1,913.33 | 0.00 |
| 111-53111-142 | CONTRACTUAL SERVICES | 477.95 | 0.00 |
| 111-53111-151 | CONTRACTUAL SERVICES | 366.00 | 0.00 |
| 111-53111-172 | CONTRACTUAL SERVICES | 1,080.00 | 0.00 |
| 111-53421-141 | BUILDING MAINTENANCE | 30.16 | 0.00 |
| 111-53421-142 | BUILDING MAINTENANCE | 30.15 | 0.00 |
| 111-53421-151 | BUILDING MAINTENANCE | 645.00 | 0.00 |
| 111-53421-171 | BUILDING MAINTENANCE | 98.57 | 0.00 |
| 111-53441-141 | EQUIPMENT MAINTENAN… | 328.25 | 0.00 |
| 111-53441-142 | EQUIPMENT MAINTENAN… | 106.00 | 0.00 |
| 111-53441-171 | EQUIPMENT MAINTENAN… | 429.88 | 0.00 |
| 111-53471-171 | GROUNDS MAINTENANCE | 482.87 | 0.00 |
| 111-53521-111 | HEATING FUEL | 180.41 | 0.00 |
| 111-53521-141 | HEATING FUEL | 80.99 | 0.00 |

## Account Summary

| Account Number | Account Name | Expense Amount | Payment Amount |
|---|---|---|---|
| 111-53521-142 | HEATING FUEL | 142.20 | 0.00 |
| 111-53521-151 | HEATING FUEL | 168.35 | 0.00 |
| 111-53521-171 | HEATING FUEL | 399.44 | 0.00 |
| 111-53521-172 | HEATING FUEL | 126.02 | 0.00 |
| 111-53561-111 | TELEPHONE | 273.82 | 0.00 |
| 111-53561-112 | TELEPHONE | 73.88 | 0.00 |
| 111-53561-114 | TELEPHONE | 71.65 | 0.00 |
| 111-53561-115 | TELEPHONE | 38.73 | 0.00 |
| 111-53561-116 | TELEPHONE | 160.00 | 0.00 |
| 111-53561-121 | TELEPHONE | 184.59 | 0.00 |
| 111-53561-141 | TELEPHONE | 403.49 | 0.00 |
| 111-53561-142 | TELEPHONE | 2,663.48 | 0.00 |
| 111-53561-143 | TELEPHONE | 6.68 | 0.00 |
| 111-53561-151 | TELEPHONE | 535.92 | 0.00 |
| 111-53561-171 | TELEPHONE | 201.92 | 0.00 |
| 111-53561-172 | TELEPHONE | 54.27 | 0.00 |
| 111-53571-141 | CELLULAR PHONE | 243.22 | 0.00 |
| 111-53631-111 | RENT-MACHINES | 148.76 | 0.00 |
| 111-53711-111 | SCHOOL & CONFERENCE | 20.00 | 0.00 |
| 111-53711-113 | SCHOOL & CONFERENCE | 20.00 | 0.00 |
| 111-53711-114 | SCHOOL & CONFERENCE | 20.00 | 0.00 |
| 111-53711-115 | SCHOOL & CONFERENCE | 20.00 | 0.00 |
| 111-53711-141 | SCHOOL & CONFERENCE | 20.00 | 0.00 |
| 111-53711-142 | SCHOOL & CONFERENCE | 1,398.49 | 0.00 |
| 111-53711-143 | SCHOOL & CONFERENCE | 125.00 | 0.00 |
| 212-52111-212 | DEPARTMENT SUPPLIES | 5,589.33 | 0.00 |
| 212-52171-212 | STREET REPAIR SUPPLIES | 386.96 | 0.00 |
| 212-52181-212 | UNIFORMS & CLOTHING | 3,282.72 | 0.00 |
| 212-52311-212 | MEMBERSHIPS | 60.00 | 0.00 |
| 212-53111-212 | CONTRACTUAL SERVICES | 50.15 | 0.00 |
| 212-53491-212 | STREET MAINTENANCE | 4,947.38 | 0.00 |
| 212-53521-212 | HEATING FUEL | 545.29 | 0.00 |
| 212-53561-212 | TELEPHONE | 424.30 | 0.00 |
| 212-53711-212 | SCHOOL & CONFERENCE | -490.00 | 0.00 |
| 212-54322-212 | STREET PROJECTS | 354,726.22 | 0.00 |
| 212-57110-212 | DEBT SERVICE-PRINCIPAL | 810,917.04 | 0.00 |
| 212-57115-212 | DEBT SERVICE-INTEREST | 37,323.85 | 0.00 |
| 213-52111-213 | DEPARTMENT SUPPLIES | 197.66 | 0.00 |
| 213-52181-213 | UNIFORMS & CLOTHING | 143.99 | 0.00 |
| 213-52225-213 | SUBSCRIPTIONS | 195.00 | 0.00 |
| 213-53441-213 | EQUIPMENT MAINTENAN… | 16.95 | 0.00 |
| 213-53561-213 | TELEPHONE | 72.46 | 0.00 |
| 215-54411-141 | EQUIPMENT | 164.75 | 0.00 |
| 215-54411-142 | EQUIPMENT | 1,248.90 | 0.00 |
| 216-54311-121 | STRUCTURES | 13,970.38 | 0.00 |
| 218-52111-142 | DEPARTMENT SUPPLIES | 365.69 | 0.00 |
| 218-53111-142 | CONTRACTUAL SERVICES | 5,282.22 | 0.00 |
| 223-53111-113 | CONTRACTUAL SERVICES | 119.98 | 0.00 |
| 224-53561-113 | TELEPHONE | 23.68 | 0.00 |
| 224-53711-113 | SCHOOL & CONFERENCE | 222.92 | 0.00 |
| 224-59111-114 | ECONOMIC DEVELOPME… | 6,656.03 | 0.00 |
| 225-52111-141 | DEPARTMENT SUPPLIES | 11,478.31 | 0.00 |
| 225-53111-000 | CONTRACTUAL SERVICES | 5,282.22 | 0.00 |
| 412-57111-111 | DEBT SERVICE | 665,000.00 | 0.00 |
| 412-57115-111 | DEBT SERVICE-INTEREST | 16,845.74 | 0.00 |
| 621-52111-621 | DEPARTMENT SUPPLIES | 924.26 | 0.00 |
| 621-52181-621 | UNIFORMS & CLOTHING | 42.86 | 0.00 |
| 621-52411-621 | POSTAGE | 396.93 | 396.93 |

## Account Summary

| Account Number | Account Name | Expense Amount | Payment Amount |
|---|---|---|---|
| 621-53111-621 | CONTRACTUAL SERVICES | 1,055.21 | 0.00 |
| 621-53193-621 | DISPOSAL FEES | 800.00 | 0.00 |
| 621-53441-621 | EQUIPMENT MAINTENAN… | 1,370.56 | 0.00 |
| 621-53451-621 | VEHICLE MAINTENANCE | 866.17 | 0.00 |
| 621-53521-621 | HEATING FUEL | 67.48 | 0.00 |
| 621-53561-621 | TELEPHONE | 166.39 | 0.00 |
| 631-52111-631 | DEPARTMENT SUPPLIES | 761.31 | 0.00 |
| 631-52181-631 | UNIFORMS & CLOTHING | 1,176.20 | 0.00 |
| 631-52411-631 | POSTAGE | 396.94 | 396.94 |
| 631-52611-631 | CHEMICALS | 5,379.93 | 0.00 |
| 631-53111-631 | CONTRACTUAL SERVICES | 1,123.93 | 0.00 |
| 631-53421-631 | BUILDING MAINTENANCE | 28.84 | 0.00 |
| 631-53441-631 | EQUIPMENT MAINTENAN… | 721.04 | 0.00 |
| 631-53451-631 | VEHICLE MAINTENANCE | 15.00 | 0.00 |
| 631-53531-631 | ELECTRIC POWER | 14,108.87 | 0.00 |
| 631-53561-631 | TELEPHONE | 196.20 | 0.00 |
| 631-54212-631 | ENGINEERING/DESIGN | 4,596.72 | 0.00 |
| 631-54311-631 | STRUCTURES | 10,402.38 | 0.00 |
| 631-54411-631 | EQUIPMENT | 12,700.00 | 0.00 |
| 641-52111-641 | DEPARTMENT SUPPLIES | 10,274.34 | 0.00 |
| 641-52117-641 | SAMPLES | 2,919.00 | 0.00 |
| 641-52181-641 | UNIFORMS & CLOTHING | 1,472.30 | 0.00 |
| 641-52411-641 | POSTAGE | 495.31 | 396.92 |
| 641-52611-641 | CHEMICALS | 1,666.87 | 0.00 |
| 641-53111-641 | CONTRACTUAL SERVICES | 10,226.18 | 0.00 |
| 641-53521-641 | HEATING FUEL | 135.42 | 0.00 |
| 641-53531-641 | ELECTRIC POWER | 11,240.89 | 0.00 |
| 641-53561-641 | TELEPHONE | 156.87 | 0.00 |
| 661-52311-661 | MEMBERSHIPS | 130.00 | 0.00 |
| 661-53561-661 | TELEPHONE | 34.09 | 0.00 |
| 661-53711-661 | SCHOOL & CONFERENCE | 80.00 | 0.00 |
| 661-54212-661 | ENGINEERING/DESIGN | 5,937.43 | 0.00 |
| 661-54311-661 | STRUCTURES | 100,118.60 | 0.00 |
| 661-57110-661 | DEBT SERVICE-PRINCIPAL | 74,082.96 | 0.00 |
| 661-57115-661 | DEBT SERVICE-INTEREST | 5,717.40 | 0.00 |
| 713-21512 | MEDICARE W/H EE PAYAB… | 28,775.85 | 28,775.85 |
| 713-21513 | FICA W/H EE PAYABLE | 41,207.97 | 41,207.97 |
| 713-21514 | FED W/H EE PAYABLE | 45,012.78 | 45,012.78 |
| 713-21517 | POL UNION DUES EE PAY | 1,152.00 | 1,152.00 |
| 713-21518 | FIRE UNION DUES EE PAY | 390.00 | 390.00 |
| 713-21523 | LIFE INS EE PAYABLE | 64.58 | 64.58 |
| 713-21524 | SMEC EE PAYABLE | 320.00 | 320.00 |
| 713-21527 | WAGE ATTACHMENT EE … | 436.12 | 436.12 |
| 713-21528 | REGULAR RETIRE EE PAY | 31,372.79 | 31,372.79 |
| 713-21529 | DEFERRED COMP EE PAY | 5,544.48 | 5,544.48 |
| 713-21531 | RETIRE FIRE EE PAYABLE | 13,007.52 | 13,007.52 |
| 713-21533 | RETIRE POLICE EE PAY | 20,634.27 | 20,634.27 |
| 713-21534 | DIS INC INS EE PAYABLE | 639.17 | 639.17 |
| 713-21539 | CHILD SUPPORT EE PAY | 4,177.06 | 4,177.06 |
| 713-21540 | YMCA PAY EE | 1,637.00 | 1,637.00 |
| 713-21541 | HSA EE PAYABLE | 27,632.40 | 27,632.40 |
| 713-21723 | LIFE INS ER PAYABLE | 734.11 | 734.11 |
| 713-21741 | HSA ER PAYABLE | 2,500.00 | 2,500.00 |
| 721-53111-721 | CONTRACTUAL SERVICES | 1,913.34 | 0.00 |
| 721-53561-721 | TELEPHONE | 35.13 | 0.00 |
| 725-52111-725 | DEPARTMENT SUPPLIES | 1,389.47 | 0.00 |
| 725-52181-725 | UNIFORMS & CLOTHING | 26.88 | 0.00 |
| 725-53441-725 | EQUIPMENT MAINTENAN… | 6,035.01 | 0.00 |

## Account Summary

| Account Number | Account Name | Expense Amount | Payment Amount |
|---|---|---|---|
| 725-53521-725 | HEATING FUEL | 107.38 | 0.00 |
| 725-53561-725 | TELEPHONE | 93.51 | 0.00 |
| 812-53111-112 | CONTRACTUAL SERVICES | 5,000.00 | 0.00 |
| 812-53861-112 | PREMIUM EXPENSE | 38,448.50 | 0.00 |
| 812-53862-112 | CLAIMS EXPENSE | 69,862.06 | 69,862.06 |
| 812-53863-112 | FLEXIBLE BENFT EXPENSES | 1,342.30 | 1,342.30 |
| | **Grand Total:** | **2,603,391.15** | **298,607.26** |

## Project Account Summary

| Project Account Key | | Expense Amount | Payment Amount |
|---|---|---|---|
| **None** | | 2,601,247.74 | 298,607.26 |
| 2122954411 | | 1,248.90 | 0.00 |
| 2123054411 | | 164.75 | 0.00 |
| 2123153111 | | 119.98 | 0.00 |
| 21852111142 | | 365.69 | 0.00 |
| 6002052311 | | 130.00 | 0.00 |
| 6002053561 | | 34.09 | 0.00 |
| 6002053711 | | 80.00 | 0.00 |
| | **Grand Total:** | **2,603,391.15** | **298,607.26** |

## UTILITY REFUNDS 11-5-18

| Account # | Status | Contact | Service Address | Refund Amount |
|---|---|---|---|---|
| 080-0162-03 | Inactive | R KELLEY BURFORD | 2117 3RD AVE SCOTTSBLUFF NE 69361 | 69.32 |
| 075-0243-05 | Inactive | KAILA BORGMAN | 1815 4TH AVE SCOTTSBLUFF NE 69361 | 119.93 |
| 045-2687-01 | Inactive | CHILD DEV CENTER SPRINKLER | 1406 14TH AVE SCOTTSBLUFF NE 69361 | 48.38 |
| 065-0600-02 | Inactive | JUSTIN J CLARK | 916 E 38TH ST SCOTTSBLUFF NE 69361 | 17.99 |
| 005-4904-04 | Inactive | ERIC A SIMMONS | 214 W 24TH ST SCOTTSBLUFF NE 69361 | 12.83 |
| Total | | | | |
| | | | | $268.45 |

# City of Scottsbluff, Nebraska

**Monday, November 5, 2018**

**Regular Meeting**

## Item Public Inp1

**Council to consider a Community Festival Permit for the Holiday Parade and special events on Broadway sponsored by the Downtown Scottsbluff Association on November 18, 2018, 4:00 p.m. to 8:00 p.m., including street closures, vendors and noise permit.**

**Staff Contact:** Kim Wright, City Clerk

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

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

1. DSA (Downtown Scottsbluff Association)
(name of sponsoring organization)

(1703 Broadway, Cappuccino and Company)
(street) (city) (state) (telephone number)

ANGELA KEMBEL 308 765 0599
(chairperson responsible for event ) (day telephone number)

2. N/A
(name of co-sponsoring organization)

(street) (city) (state) (telephone number)

(contact person) (day telephone number)

3. **Event Information**

Downtown Scottsbluff Christmas Parade 2018
(name of event)

SUN, NOV 18, 2018 4-8pm
(date(s) of event) (time(s) of event)

Broadway, 18th St. Plaza, 1700 block of Broadway (Capitol Tree program after parade)
(location of event)

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

Plaza food vendors, some sidewalk vending along Broadway, Music, floats, speakers). NO ALCOHOL.

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

5. **Street Closure** 4pm — Broadway, 15th Street up to Bluffs Middle School
Parade begins at 6pm, lasts up to 90 min. Capitol Tree program on 1700 block immediately after parade.
Please note any streets to be closed and the times required for closure

6. **Flags/Banners/Signs**
as part of parade groups/floats and Capitol Christmas Tree

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

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

| Community Festival/Business Promotion | Street Carnival |
|---|---|
| $200,000 for one person | $ 800,000 for one person |
| $500,000 for any one accident | $ 2,000,000 for any one accident |
| $ 50,000 for injuries to property | $ 200,000 for injuries to property |

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

Yes ______ No ______

I (We) agree to abide by all regulations as stated in the Scottsbluff Municipal code regulating this permit.

Dated: 10/31/18

Signed:

DSA
(name of sponsoring organization)

(signature of authorized representative of sponsoring organization)

—
(name of co-sponsoring organization)

—
(signature of authorized representative of co-sponsoring organization)

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DOWNSCO-01 EKANNO

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
J.G. Elliott Insurance Center
1111 East 20th Street
Scottsbluff, NE 69361

CONTACT NAME:
PHONE (A/C, No, Ext): (308) 635-2023 | FAX (A/C, No): (308) 632-7359
E-MAIL ADDRESS: jge@jgelliott.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Addison Insurance Company | 10324 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Downtown Scottsbluff Association
P O Box 28
Scottsbluff, NE 69363

**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC<br>OTHER: | X | | 20208959 | 05/21/2018 | 05/21/2019 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | SEE ADDITIONAL | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Haug

ACORD 25 (2016/03)

# City of Scottsbluff, Nebraska

**Monday, November 5, 2018**

**Regular Meeting**

## Item Public Inp2

**Council to consider a Community Festival Permit for Christmas on Broadway / Jingle Jog sponsored by the Scottsbluff YMCA on December 1, 2018, 2:00 p.m. to 4:00 p.m., including street closures, vendors and noise permit.**

**Staff Contact: Kim Wright, City Clerk**

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

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

1. YMCA
(name of sponsoring organization)

22 South Beltline Hwy East. Scottsbluff NE 635-2318
(street) (city) (state) (telephone number)

Triniti Burgner 635-2318
(chairperson responsible for event ) (day telephone number)

2. First State Bank
(name of co-sponsoring organization)

2002 Broadway Scottsbluff, NE 635-2318
(street) (city) (state) (telephone number)

Becca Tompkins 633-6109
(contact person) (day telephone number)

3. **Event Information**

Jingle Jog
(name of event)

Dec. 1, 2018 2:00pm-4:00pm *set-up prior
(date(s) of event) (time(s) of event)

18th Street Plaza, 18th & Broadway
(location of event)

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

Music will be played in the plaza. Visit from Santa & his reindeer.

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

5. **Street Closure**

—
Please note any streets to be closed and the times required for closure

6. **Flags/Banners/Signs**

Banners & inflatables

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

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

| Community Festival/Business Promotion | Street Carnival |
|---|---|
| $200,000 for one person | $ 800,000 for one person |
| $500,000 for any one accident | $ 2,000,000 for any one accident |
| $ 50,000 for injuries to property | $ 200,000 for injuries to property |

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

Yes ________________ No ✓

I (We) agree to abide by all regulations as stated in the Scottsbluff Municipal code regulating this permit.

Dated: 10/11/18

Signed:

Scottsbluff YMCA
(name of sponsoring organization)

Trinity Buyner
(signature of authorized representative of sponsoring organization)

x First State Bank
(name of co-sponsoring organization)

x Rebecca Ingham
(signature of authorized representative of co-sponsoring organization)

YMCAOFS-01 JCRIPPS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
J.G. Elliott Insurance Center
1111 East 20th Street
Scottsbluff, NE 69361

CONTACT NAME: Janelle Cripps
PHONE (A/C, No, Ext): (308) 633-9719
FAX (A/C, No):
E-MAIL ADDRESS: jcripps@jgelliott.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Crum & Forster Specialty Insurance | 44520 |
| INSURER B : United States Fire Insurance Company | |
| INSURER C : Philadelphia Indemnity Insurance Company | 18058 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Scottsbluff Family YMCA
P O Box 2423
Scottsbluff, NE 69363-2423

**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE X OCCUR | X | | 5068924785 | 01/01/2018 | 01/01/2019 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | POLICY PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | 5068924785 | 01/01/2018 | 01/01/2019 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY; SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | 5821096248 | 01/01/2018 | 01/01/2019 | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 0 | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 4087348506 | 09/15/2018 | 09/15/2019 | X PER STATUTE OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Directors and Office | | | PHSD1299272 | 12/26/2017 | 12/26/2018 | | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
YMCA Jingle Jog - Saturday 12/1/2018

**CERTIFICATE HOLDER**

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

# City of Scottsbluff, Nebraska

**Monday, November 5, 2018**

**Regular Meeting**

## Item Resolut.1

**Council to consider an ordinance establishing a fee for lift assistance to individuals, assisted living facilities and nursing care facilities.**

**Staff Contact: Thomas Schingle, Fire Chief**

# Agenda Statement

Item No.

For Meeting of: ____November 5, 2018_______________

**AGENDA TITLE:** Council to consider an ordinance establishing a fee for lift assistance to individuals, assisted living facilities and nursing care facilities.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Fire

**PRESENTATION BY:** Tom Schingle

**SUMMARY EXPLANATION:** This ordinance would establish the parameters for when the fire department may assess a fee for lifting individuals at home or lifting individuals residing in an assisted living or nursing facility who require no medical attention. The idea is to prevent individuals and facilities from taxing the fire department resources where no medical emergency exists, which potentially prevents the fire department from responding to other emergencies. This fee would not be assessed to individuals who refuse medical treatment, upon being advised treatment is recommended, or other pre-hospital care providers who request assistance with bariatric patients.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Adopt

---

**EXHIBITS**

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

Other (specify) ______________________________

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

**APPROVAL FOR SUBMITTAL:** ___________________________
City Manager

---

Rev: 11/15/12 City Clerk

**ORDINANCE NO. __________**

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE REGARDING MISCELLANEOUS SERVICES PROVIDED BY THE FIRE DEPARTMENT AT CHAPTER 6, ARTICLE 6 TO ESTABLISH A FEE FOR LIFT ASSISTANCE TO INDIVIDUALS, ASSISTED LIVING FACILITIES AND NURSING CARE FACILITIES, 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. The Scottsbluff Municipal Code is now amended to include a new Section 6-6-33.3 to provide as follows:
**"6-6-33.3. Miscellaneous; Fire Department Services.**
On occasion the City's Fire Department is called upon to provide lift assistance service for individuals either at their home or at an assisted living facility or nursing care facility. Lift assistance service shall mean any time the Fire Department is summoned to respond to provide assistance in physically moving a person who does not require any additional medical transportation.

When the Fire Department is requested to respond for lift assistance, a fee of $100 shall be imposed on the person making the request. Provided, the fee shall not be imposed for the following:

(i) when any individual refuses medical treatment or transport upon which the individual signs a treatment refusal form after being advised treatment or transport is recommended;

(ii) on any other pre-hospital emergency treatment provider who requests assistance only for the lifting and movement of a bariatric patient.

The City shall, within ten (10) days of receiving itemized costs incurred for an emergency response, submit a bill for the $100 fee by First Class Mail or personal delivery to any person or entity who has requested the lift assistance service. The bill shall be due and payable within thirty (30) days from the date on the bill. If any person or entity who requests lift assistance service fails to pay the bill submitted by the City, the City shall have a right to bring a cause of action in an appropriate court to collect such fee."

Section 2. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

**PASSED and APPROVED** on __________________, 2018.

______________________________

Attest: Mayor

______________________________

City Clerk (Seal)

Approved as to Form:

______________________________

Deputy City Attorney

# City of Scottsbluff, Nebraska

**Monday, November 5, 2018**

**Regular Meeting**

## Item Resolut.2

## Council to consider a resolution prohibiting left hand turns onto and from East 27th Street from the horseshoe drive exit and entrance at Scottsbluff High School.

**Staff Contact: Kevin Spencer, Police Chief**

**City of Scottsbluff**

**Agenda Statement**

**Item No. ____________**

**For Meeting of: November 5th, 2018**

**AGENDA TITLE:**

**SUBMITTED BY DEPARTMENT/ORGANIZAYION:** Police Department

**PRESENTATION BY:** Kevin Spencer, Police Chief

**SUMMARY EXPLANANTION:** Municipal ordinance 22-2-11 prohibits left hand and right hand turns at certain intersection of the city to promote public safety, convenience and welfare. Request the No Left Turn and No Right Turn resolution be updated to include line D and E to section 2. Line D would prohibit the Left Turn from East 27th Street into the Scottsbluff High School Main Driveway horseshoe. Line E would prohibit the Left Turn onto East 27th Street from the Scottsbluff Public High School main driveway horseshoe exit. These additions are recommended to improve traffic flow into and out of the main drive and reduce traffic accidents.

**BOARD/COMMISION RECOMMENDATION:**

**STAFF RECOMMENDATION:**
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**EXHIBITS**

Resolution: **XXX** Ordinance Contract Minutes Plan/Map

Other (specify)

Notification List: None Further Instructions: None

**APPROVAL FOR SUBMITTAL**: ____________________________________
City Manager

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**RESOLUTION 18- ______**

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

Section 1. The public safety, convenience and welfare require that "No Left Turn" or "No Right Turn" signs be erected as authorized by 22-2-11 of the Municipal Code.

Section 2. Left turns are prohibited at the following intersections:

a. Left turns onto Broadway Avenue from West Railway Street.

b. Left turns onto Broadway Avenue from Municipal Parking Lot Seven (vehicles entering the intersection of 15th Street and Broadway Avenue from Municipal Lot Seven).

c. Left turns onto Avenue I from West Railway Street.

d. Left turns from of 27th Street onto the horseshoe drive entrance at ScottsbluffHigh School.

e. Left turns onto 27th Street from the horseshoe drive exit at Scottsbluff High School.

Section 3. Right turns are prohibited at the following intersections:

a. Right turns onto West Railway Street from Avenue I.

Section 4. "No Left Turn" or "No Right Turn" signs shall be erected at the intersections described above to give the public notice of the prohibited turns.

Section 5. Resolution LT-2, adopted by the City Council on September 10, 1990, Resolution 95-6-10, adopted by the City Council on June 12, 1995, Resolution 01-9-4, adopted by the City Council on September 17, 2001, and all other resolutions in conflict with this resolution are hereby repealed.

Section 6. This Resolution shall become effective following its passage and approval.

Passed and Approved on ______________________________________, 2018.

___________________________________
Mayor

ATTEST:

_______________________________
City Clerk

SEAL

# City of Scottsbluff, Nebraska

**Monday, November 5, 2018**

**Regular Meeting**

## Item Reports1

## Council to receive an update on negotiations with the Riverside Discovery Center Contract.

**Staff Contact: Nathan Johnson, City Manager**

# City of Scottsbluff, Nebraska

**Monday, November 5, 2018**

**Regular Meeting**

## Item Reports2

## Council to consider an Economic Development Agreement for Bytes Computer and Network Solutions, Inc.

**Staff Contact: Starr Lehl, Economic Development Director**

# ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on November ___, 2018, between the City of Scottsbluff, Nebraska (the “City”) and Bytes Computer and Network Solutions, Inc. (the “Applicant”).

**Recitals:**

a. The City has adopted an Economic Development Plan pursuant to the Nebraska Local Option Municipal Economic Development Act (the “Plan”). Pursuant to the Plan, the City has implemented an Economic Development Program (the “Program”).

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 (the “Committee”) have reviewed the Application and recommended to the City Council (the “Council”) that a loan (the “Loan”) be made to the Applicant from the City of Scottsbluff Economic Development Fund (the “Fund”) as provided for in this Agreement. The City Council has approved the Committee’s recommendation.

d. The parties now desire to enter into this Agreement for the purpose of setting out the terms and conditions of the Loan.

**Agreement:**

**1. Purpose of Loan:**

The Applicant is engaged in providing managed network services for businesses (the “Business”). The Applicant is moving its business to 1620 Broadway, Suite D, Scottsbluff, Nebraska. The proceeds of the loan will be used primarily in connection with that move. It is incurring expenses for upgrading equipment, leasehold improvements, and to add employees to meet business demand.

**2. Amount of Loan:**

The Loan shall be in the amount of $100,000 and shall be disbursed from the City’s Economic Development Fund (the “Fund”) to the Applicant as provided for below. The Loan shall be represented by a promissory note (the “Note”) to be signed at the Loan Closing in the form of the attached Note. The Note shall carry interest from January 1, 2019 (the “Note Interest Date”) at the Applicable Federal Long Term rate for the month of the Loan Closing. Repayment shall be as set out below.

**3. Loan Disbursement and Loan Closing:**

As soon as the Applicant has satisfied the conditions to the Loan Closing, the amount of the Loan shall be scheduled as a claim at the next Council meeting for which the matter may be reasonably scheduled. Disbursement of the Loan proceeds shall be made within 10 business after the Council has approved a claim for the Loan. The disbursement of the Loan proceeds shall constitute the "Loan Closing".

**4. Job Credits:**

As long as the Applicant is not in default of the Note, this Agreement, or any other document entered into pursuant to this Agreement, the Applicant shall be eligible for credit against the balance due under the Note for Job Credits earned during a Year. A "Year" shall mean the 12-month period ending on each June 30, with the first Year beginning January 1, 2019. "Annual Job Credits" shall be calculated as follows:

a. The Applicant is eligible to receive a "Base Annual Job Credit" during a Year equal to the Eligible FTE's for a Year multiplied by $2000.

b. If at the end of a Year, (1) the Annual Report (as provided for below) indicates that the Applicant has any Eligible FTE's that have average earnings for the Year of at least (i) $14 per hour in the case of hourly employees, or (ii) $29,120 in the case of salaried employees, and (2) such employees are eligible for the Applicant's fringe benefit plan, then the Applicant may earn additional job credits (the "Additional Annual Credits") as calculated on a per employee basis based on the following table:

| Additional Credit | Hourly Rate (Based on 2080 hours) | Annual Salary |
|---|---|---|
| $400 | $14.00 to $17.99 | $29,120 to $37,439 |
| $800 | $18.00 to $21.99 | $37,440 to $45,759 |
| $1,200 | $22.00 to $25.99 | $45,760 to $54,079 |
| $1,600 | $26.00 to $29.99 | $54,080 to $62,399 |
| $2,000 | $30.00 and above | $62,400 and above |

In calculating the hourly rate or salary rate for purposes of the above table, the Applicant is entitled to add the hourly equivalent or annual cost of the following fringe benefits provided to the applicable employee by the Applicant: 401k Plan, profit sharing, pension or equivalent retirement benefits, health insurance, and life and disability insurance.

c. For purposes of this Agreement, Annual Job Credit shall mean the total of the Base Annual Job Credits and the Additional Annual Credit.

d. The amount of the Annual Job Credit may not exceed $20,000 per Year (the "Maximum Annual Credit"). If 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.

**5. Note Repayment:**

The Note shall be repayable as follows:

a. Upon receipt of an Annual Report, the City will make a preliminary review based on the Annual Job Credits claimed. The amount of the Annual Job Credits, adjusted for any adjustments from the preliminary review, shall then be applied against the principal of the Note.

b. The difference in the amount applied to the principal plus the interest due on the Note shall be paid to the City on or before April 1.

**6. 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 employer's normal fringe benefit package. The normal fringe benefit package must, at the least, include a health insurance plan which provides for employee coverage with a significant contribution made by the Applicant.

b. "Eligible Full Time Employee" shall mean a Full Time Employee who: (1) primarily works within the City, 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, 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 number arrived at by dividing the total hours paid by the Applicant to their 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 Eligible Full Time Employee shall not exceed 40 hours per week. Salaried employees shall be presumed to have been paid on the basis of 40 hours per week.

d. "Eligible FTE's" shall mean the FTE's calculated for a year less 11; provided, however, in determining which Eligible Full Time Employees are eligible for the Additional

Annual Credits, the amounts paid for those positions described in the Application shall be used (COO, Service Engineer II, Service Engineer I and Senior Systems Engineer). If the Applicant has more than 15 Eligible Full Time Employees, then the most recently hired Eligible Full Time Employee(s) over 15 shall be used.

**7. 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, existing, and in good standing under the laws of 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 Loan Closing.

**8. Representations and Warranties of the City:**

The City represents and warrants the following, all of which shall survive the Loan 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.

## 9. Conditions to Loan Closing:

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

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

b. The Applicant shall have delivered to the City:

(1) Evidence of Good Standing of the Applicant 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;

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

c. The Applicant shall have received a loan as provided for in the Application.

d. In order to secure the Loan and the Repayment, the Applicant shall have delivered to the City the following:

(1) a guaranty (the "Guaranty") of Todd Lewis. The form of the Guaranty is attached.

(2) a security agreement (the "Security Agreement") covering the Applicant's equipment which shall be second in priority to the Applicant's primary lender. The form of the Security Agreement is attached.

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

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

g. In requesting the disbursement of the Loan, the Applicant is considered to have represented that the above conditions have been satisfied and are continuing to be satisfied.

10. **Annual Reports:**

If the Applicant desires to claim Job Credits, the Applicant shall annually, within 60 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 for the Year (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.

**11. Default:**

The Applicant shall be in default in this Agreement and the Note if any of the following happen:

a. Failure to comply with any of the terms of this Agreement, the Note, the Security Agreement or the Guaranty 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 any 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 conduct its Business or moves its Business outside of the City.

**12. 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 its interest in this Agreement without the consent of the Administrator. Assignment shall include a transfer of ownership of the Applicant which results in the Partners owning less than 51% of the ownership interests of the Applicant.

**13. 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.

**14. 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, 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
Attention: City Manager

b. If to the Applicant:

Bytes Computer and Network Solutions, Inc.
1620 Broadway, Suite D
Scottsbluff, NE 69361
Attention: Todd Lewis

**15. 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 to follow]*

**Signature Page to Economic Development Assistance Agreement between the City of Scottsbluff, Nebraska and Bytes Computer and Network Solutions, Inc.**

| | |
|---|---|
| City of Scottsbluff, Nebraska | Bytes Computer and Network Solutions, Inc. |
| By: ______________________________ | By: ______________________________ |
| Economic Development<br>Program Administrator | Todd Lewis, President |

**City of Scottsbluff**
**Economic Development Application Review Committee**
**October 4, 2018**

A meeting of the Economic Development Application Review Committee was held on October 4, 2018, at 8:00 a.m. at City Hall, 2525 Circle Drive, Scottsbluff, NE.

Present were Committee Members, Jim Trumbull, Dennis Hadden, Marla Marx, and Hod Kosman. Also attending was alternate Jeanne McKerrigan. Since there were four Committee Members present, alternate McKerrigan was designated to participate in all matters. In attendance on behalf of the City were City Manager, Nathan Johnson, City Economic Development Director, Starr Lehl, City Finance Director, Liz Hilyard, and Deputy City Attorneys, Rick Ediger and Libby Stobel.

Chairman Trumbull called the meeting to order and stated that a copy of the Nebraska Open Meetings Act is located on the South wall of the Council Chamber. There were no changes in the Agenda, nor were there any citizens with business not scheduled on the Agenda.

It was moved by Marx and seconded by Hadden that the minutes of September 21, 2018 Committee Meeting be approved. Voting yes: Trumbull, Hadden, Marx, Kosman, and McKerrigan. Voting no: None.

A revised request was received from Bsquared Farming and Trucking, LLC. Present on behalf of Bsquared were Valerie Baker, Clifford Brabson, and Scott Blanton. Margaret Akin of the Nebraska Business Development Center also appeared on behalf of the Applicant. The primary change from the original Application is that SC Blanton Enterprises, Inc. is now included as a joint Applicant. While SC Blanton will continue to own most of the trucks and Bsquared will lease the trucks from SC Blanton, the SC Blanton trucks will be available as collateral. A list of the trucks owned by each entity is now included with the Application with an indication of which items and equipment are free and clear. The Applicants indicated that the business is now expanding beyond where they thought they would be at this time. Economic Development Director Lehl indicated that there has been an increased need for trucking in the area.

An Application for Assistance from Bytes Computer and Network Solutions, Inc. was presented by Todd Lewis, President of the Applicant. Ediger indicated that his firm had a conflict of interest. Kosman indicated that he would not be voting on this matter as he also had a conflict. Mr. Lewis indicated that his firm’s current and future business model is based on providing managed services for its customers. Bytes is also getting into hosted services where businesses don’t have to have their own servers, along with providing enterprise level products for the benefit of small businesses, in particular. Bytes also has data storage capabilities for customers. The business is moving to a new location which allows for more space to provide services to customers. The business is asking for help with moving costs and upgrade expenditures. Improvements include a server room, which is required to have redundant air conditioning, fire suppression and 1½ hour UPS along with generator capabilities. Bytes will be adding two new hosts and additional storage, along with new switching and network cards and different racks for their equipment. Currently, they have 15 total employees, two of which were hired in April and two more hired recently. Bytes is requesting that credit be given for the new employees.

Herb Gibson of Prime Metal Products, Inc. appeared once more in support of the Application of Prime Metal Products. Ediger indicated that, once again, their firm had a conflict of interest. Kosman also indicated a conflict. The Committee has had an opportunity to review financial information concerning the business. Gibson indicated that one concern was that it was not yet known what portion, if any, of the State's CDBG commitment will be forgivable. The Applicant is waiting for DED to make a decision and there is a concern that the State will not provide as favorable terms for Prime Metal Products as it has for other businesses. In addition, it has been 2011 since anyone in the Scottsbluff/Gering area received CDBG assistance. Prime Metal Products intends to start with 15 employees for the first year and add approximately 15 employees each year until it gets to 70 employees. In order to meet the potential CDBG requirements, it has to have 33 employees after 2 years. In addition, 51% of the jobs must be made available to those who meet low and moderate income standards. That is one of the reasons why an Application has also been made with DED for job training funds.

After further discussion by the Committee, it was moved by Hadden and seconded by Marx that the Committee recommend a forgivable low-interest loan in the amount of $1,750,000. The loan would be designed to allow for job credits to be earned over a 10 year period. Interest would accrue at the long term Applicable Federal Rate in effect at the time the loan was closed. At the end of each year, the Applicant can submit a Job Credit Report and a credit against the loan will be earned as per the 2014 High Paying Job Credit Schedule. However, the maximum amount that can be earned each year during the first 5 years is 20% of the loan amount. The City's assistance is contingent upon (1) a satisfactory CDBG Grant from DED, and (2) the amount previously earmarked by the City Council for the Gering Industrial site being directed to this project. Security will be a lien against the equipment of the business and its building, which will likely be third position behind the Applicant's bank and the State's CDBG grant/loan. Guarantees of Herb Gibson and Smith & Willis Heating and Air Conditioning, LLC will be required. Voting yes: Trumbull, Hadden, Marx, and McKerrigan. Voting no: None. Abstain: Kosman.

The Committee then had further discussion concerning the Application of Bsquared. Concern was raised concerning the difference between projections and actual results to date. Also, the Committee wanted more information on how the value for the potential collateral items was determined and the amount of the existing loans against the equipment. Finally, the Committee would look more favorably on assistance if there was equity in real estate that could be used as collateral or the values of the trucks be legitimately be verified by an outside party . The Economic Development Director was directed to contact the Applicant and attempt to answer these questions.

The Committee then discussed the Bytes Application. Following discussion it was moved by Marx and seconded by McKerrigan that the Committee recommend approval of a $100,000 forgivable low-interest loan. The loan shall be amortized over 5 equal annual payments with interest at the Applicable Midterm Federal Rate in effect at the time the loan is closed. Annual Job Credits may be earned as per the 2014 High Paying Job Credit Schedule. Security shall be the personal Guaranty of Todd Lewis and a second lien on equipment. Voting yes: Trumbull, Hadden, Marx, and McKerrigan. Voting no: None. Abstain: Kosman.

Before adjourning, Chairman Trumbull indicated that after the November election, he intended to step down as Chair of the Committee, but would stay on the Committee if the City wanted him to stay in that position.

The meeting was then adjourned at 9:35 a.m.

____________________________________
Starr Lehl, Economic Development Director

# City of Scottsbluff, Nebraska

## Monday, November 5, 2018

## Regular Meeting

## Item Reports3

# Council to receive an update on revisions to City Codes.

**Staff Contact: Nathan Johnson, City Manager**

# City of Scottsbluff, Nebraska

**Monday, November 5, 2018**

**Regular Meeting**

## Item Reports4

## Council to consider approval of the Solar Facilities Lease Agreement for the 5 MW Solar Project and authorize the Mayor to execute the agreement.

**Staff Contact: Nathan Johnson, City Manager**

# SOLAR FACILITIES LEASE AGREEMENT

This SOLAR FACILITIES LEASE AGREEMENT (this "***Agreement***") is made as of November [__], 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 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 <u>System Construction, Installation and Operation</u>.

(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 <u>Landlord Taxes and Assessments</u>. 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 <u>Tenant Taxes and Assessments</u>. 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 it is 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:____________________________ | By:____________________________ |
| Name: _________________________ | Name: _________________________ |
| Title: __________________________ | Title: __________________________ |

[*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 comer 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 fine 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 SWl/4,SWl/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 Comer 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 Comer 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 comer 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 comer 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 comer 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 comer 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 comer 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.


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## EXHIBIT C

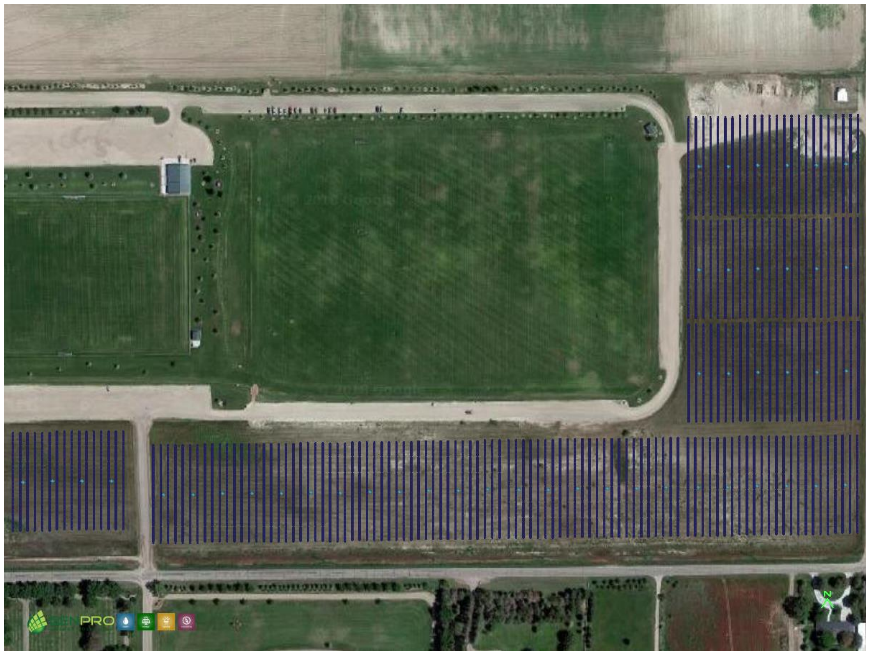
DESCRIPTION OF SYSTEM

**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 or 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 or 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 EASEMENT**[1]

THIS MEMORANDUM OF SOLAR FACILITIES LEASE ("**Memorandum of Lease**") is entered into this __ day of [month], 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] ___, 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.

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

4. [*Insert description of easements and any right of first offer or right of first refusal 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 ____ day of [month], 2018.

**LANDLORD**

By:___________________________

Name: ________________________

Title: _________________________

STATE OF ________________ )
) ss.
COUNTY OF ______________ )

The foregoing instrument was acknowledged before this ____ day of ________________, 2018, by [property owner].

_____________________________________________
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.