

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

Regular Meeting
November 4, 2019
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 21, 2019 Regular Meeting.
8. Claims
 - a) Council to consider and take action on claims of the City.
9. Scottsbluff Youth Council
 - a) (informational only):
10. Petitions, Communications, Public Input:
 - a) Council to discuss and consider action on a Community Festival Permit for the "Decorate the New Christmas Tree" Event at the 18th Street Plaza, sponsored by the Downtown Scottsbluff Association on November 30, 2019 from 1:00 p.m. to 3:00 p.m., including vendors and noise permit.
 - b) Council to discuss and consider action on a Community Festival Permit for the Holiday Parade and special events on Broadway sponsored by the Downtown Scottsbluff Association on December 1, 2019, 4:00 p.m. to 8:00 p.m., including street closures, vendors and noise permit.
11. Resolution & Ordinances:

- a) Council to discuss & consider action on a Resolution authorizing the Mayor to sign an agreement with the St. of NE Dept. of Transportation & BNSF Railway to install a concrete crossing surface, railroad crossing signals & activation equipment on Ave I for the Monument Valley Pathway North Project.
12. Reports from Staff, Boards & Commissions:
- a) Council to discuss and consider action on a proposed Operation Support Agreement received from the Riverside Zoological Foundation.
 - b) Council to discuss and consider action on a Lease Extension Agreement with Mail Finance for the Police Department and authorize the Mayor to sign the Agreement.
 - c) Council to discuss and consider action on the Scotts Bluff County Mutual Aid Association Mutual Aid Agreement and authorize the Mayor to sign the agreement.
 - d) Council to discuss and consider action on Franchise Agreements with Spectrum Mid-America, LLC and Allo Communications, LLC and authorize the Mayor to sign the Agreements.
13. Council reports (informational only): This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.
14. Adjournment.

City of Scottsbluff, Nebraska

Monday, November 4, 2019

Regular Meeting

Item Closed1

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

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, November 4, 2019

Regular Meeting

Item Consent1

Approve the minutes of the October 21, 2019 Regular Meeting.

Staff Contact: Kim Wright, City Clerk

The Scottsbluff City Council met in a regular meeting on October 21, 2019 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on October 18, 2019, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on October 18, 2019. Mayor Gonzales presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor Gonzales welcomed everyone in attendance and encouraged all citizens to participate in the Council meeting asking those wishing to speak to come to the microphone and state their name and who they are representing for the record. Mayor Gonzales informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Raymond Gonzales, Jeanne McKerrigan, Scott Shaver, Nathan Green, and Terry Schaub. Also present was City Attorney Kent Hadenfeldt. Absent: None.

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

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

- a) The minutes of the October 7, 2019 Regular Meeting be approved.
- b) Council Member Schaub's absence at the October 7, 2019 meeting be excused. "YEAS," McKerrigan, Green, Schaub, and Gonzales. "NAYS," Shaver. Absent: None.

Moved by Council Member Shaver, seconded by Council Member Schaub, 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 7, 2019, as on file with the City Clerk and submitted to the City Council, "YEAS", Green, Schaub, Shaver, Gonzales, and McKerrigan "NAYS," None. Absent: None.

CLAIMS

21ST CENTURY EQUIPMENT,EQUIP MAINT PARK,2.6;21st CENTURY WATER TECHNOLOGIES, LLC,GROUND MAINT PARK, 259.94; 911 CUSTOM, LLC, CIP- PO- PATROL CARS,138.5; ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHMENT,219.3; ACTION COMMUNICATIONS INC.,EQUIP MAINT-PD,627.93; ADOLPH KIEFER & ASSOC LLC,DEPT SUPP REC,101.46; ADVANCE AUTO PARTS,ES STOCK- DEF,394.22; AIRGAS USA, LLC,WIRE AND TIPS FOR WELDER AT TREE DUMP,12.63; ALVARO SILVA,CONTRACTUAL,585; B&C STEEL CORPORATION,DUMPSTER BOTTOMS CUT CHARGE,190.29; BLUFFS SANITARY SUPPLY INC.,JAN. SUP.,552.17; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,521.54; CARR- TRUMBULL LUMBER CO, INC.,DEPT SUP,34.4; CELLCO PARTNERSHIP,CELL PHONE,96.99; CENTER POINT INC,BKS.,1639.44; CITY OF GERING,TRASH & RECYCLING DISPOSAL FEES SEPT 2019,44251.23; CITY OF

SCB,POST/DEPT SUPPL-PD,28; CLARK PRINTING LLC,DEP. SUP.,41.99;COATS CALEB,CONTRACTUAL,45; COLE TOOL DISTRIBUTORSLLC,CENTRAL GARAGE- DRIVE LINE SET,119.95; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,INSURANCE,48.7; COMPUTER CONNECTION INC,CONTRACTUAL-PD,44; CONTINUUM EAP,EAP SERVICES 10/19 - 9/20,5000; CONTRACTORS MATERIALS INC.,EQUIP MAINT PARK,27.39; COPIER CONNECTION,CONT. SRVCS.,240; CYNTHIA GREEN,DEP. SUP.,950.27; D & H ELECTRONICS INC.,SUPPBATTERIES,18;DECLUEGARRETT,CONTRACTUAL,45;DONKRUG,CONTRACTUAL-PD,319; DUANE E. WOHLERS,HAULING RECYCLING TO DENVER, CO,800; FAIRBANKS SCALES INC,TICKETS FOR SCALE AT COMPOST FACILITY,327.69; FASTENAL COMPANY,SUPP - NUTS, BOLTS,36.96; FAT BOYS TIRE AND AUTO,TRANS #4150- TIRES,123; FEDERAL EXPRESS CORPORATION,POSTAGE,121.07; FLOYD'S TRUCK CENTER SCOTTSBLUFF,ES #827- FAN CLUTCH,1916.07; FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,100; FYR-TEK INC,ANNUAL PUMP TESTING E1, E2, T1,1108.31; GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,1390; HANSEN, JOSH,SCHOOLS & CONF-PD,45; HYDROTEX PARTNERS, LTD,CENTRAL GARAGE- HY-TORQUE ATF,3188.45; ICMA MEMBERSHIP RENEWALS,MEMBERSHIP - NATHAN JOHNSON,1104.19; IDEAL LAUNDRY AND CLEANERS, INC.,UNIFORMS-PD,872.77; INGRAM LIBRARY SERVICES INC,BKS.,789.87; INTERNAL REVENUE SERVICE,WITHHOLDINGS,54645.05; INTERNATIONAL PUBLIC MANAGEMENTASSOCIATION-HR,FIREFIGHTER EXAM,227.5; INTRALINKS, INC,CONTRACT SERVICES - LIBRARY SEPT. 2019,650; JOHN Q HAMMONS RVOC TR 12281989,BUS. TRVL.,469.35; KB INDUSTRIES INC,DEP.SUP.,595.41; KIRK BERNHARDT,CONTRACTUAL,45; KNOW HOW LLC,BUILDING MAINT PARK,1032.24; KRIZ DAVIS,ELECT. SUPP - CONDUIT,82.33; LAWSON PRODUCTS, INC,DEPT SUPP PARK,134.08; LEAGUE ASSOCIATION OF RISK MANAGEMENT,DEDUCTIBLE REIMB. (10/1/18 - 12/31/18),1577.59; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100; M.C. SCHAFF & ASSOCIATES, INC,PROFESSIONAL SERVICES - SEPTEMBER 2019,2295; MARKETING CONSULTANTS,CITY LOGO SWEATSHIRTS/HATS ELISA AND ANTHONY,368; MATHESON TRI-GAS INC,SUPPLIES - VISE GRIP,20.04; MENARDS, INC,DEPT SUP,2329.2; MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,1276.44; MULLEN MITCH,CONTRACTUAL,45; NE CHILD SUPPORT PAYMENT CENTER,CHILD SUPPORT,903.6; NE DEPT OF ENVIRONMENTAL CONTR,SOLID WASTE COMPOST SITE PERMITS,2100; NE DEPT OF REVENUE,WAGE ATTACHMENT,197.28; NE.DEPT. OF LABOR UNEMPLOYMENT,UNEMPLOYMENT,35.12; NEBRASKA INTERACTIVE, LLC,DRIVERS LICENSE REQ. - SEPT 2019,18;NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,44582.53;NEBRASKA RURAL RADIO ASSOCIATION,CONTRACTUAL SVC,325; NELSON HUNTER,CONTRACTUAL,45; NEOPOST,POSTAGE,1000; NETWORKFLEET, INC,GPS SERVICE,332.42; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT PARK,55.88; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,378.16; OLSON JOSEPH,CONTRACTUAL,45; OREGON TRAIL PLUMBING, HEATING & COOLING INC,BLDG MAINT-PD/FD,151.5;PANHANDLE COOPERATIVE ASSOCIATION,FLEET GASOLINE,24107.42; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,60; PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,9799.26; POSTMASTER,POSTAGE,582.48; RAAJ LINCOLN LESSE, LLC,HOTEL FOR LEGISLATIVE HEARING- SCHINGLE,96; REAMS SPRINKLER SUPPLY CO.,GROUND MAINT PARK,1211.11; REGIONAL CARE INC,CLAIMS,100560.09; REGIONAL WEST MEDICAL CENTER,KING TUBES AND SUCTION

CANISTER- MEDICAL SUPPLIES,77.08; RIGHT BRAIN UNLIMITED,DEPT SUPP CEM,140.01; ROD CLAUSE,LB840 GRANT,250; RODRIGUEZ JOSEPHINE,CONTRACTUAL-PD,942.5; S M E C,EMPLOYEE DEDUCTION,146.5; SANDBERG IMPLEMENT, INC,DEPT SUPP PARK,591.99; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,225; SCHANK ROOFING,EAST OVERLAND GRANT PROGRAM,1700; SCOTTS BLUFF COUNTY,FY19-20 COMMUNICATIONS INTER-LOCAL AGREEMENT,82418; SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,142; SCOTTSBLUFF MOTOR CO, INC,VEH MAINT CEM,110; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,650; SCOTTSBLUFF SENIOR CENTER,FY19-20 1ST QTR PAYMENT,5750; SCOTTSBLUFF/GERING CHAMBER OF COMMERCE,SCHOOL & CONF STATE OF THE VALLEY,160; SEILER INSTRUMENT MFG. CO., INC,EQUIPMENT,5465.14; SHAFFER PUBLICATIONS,SBSCR. RNWL,2056.12; SHERIFF'S OFFICE,LEGAL FEES-PD,694.26; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES,12503.79; SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,7220.02; SNELL SERVICES INC.,EQUIP MAINT PARK,415; SONNY'S TOWING,TOW SERVICE-PD,80; SOUNDSLEEPER SECURITY INC.,CONTRACTUAL-PD,14.95;THE ABY MANUFACTURING GROUP, INC,UNIFORMS-PD,309.9; THE PEAVEY CORP,INVEST SUPPL-PD,294; THOMPSON GLASS, INC,BLDG MAINT ADM,603.64; TORRINGTON SOD FARMS,DEPT SUPP CEM,40.5; TOYOTA MOTOR CREDIT CORPORATION,HIDTA CAR LEASE,343.53; TYLER TECHNOLOGIES, INC,UB TRANSACTION FEES,3205.5; UNION BANK & TRUST,RETIREMENT,35782.53; UNIQUE MANAGEMENT SERVICES, INC,CONT. SRVCS.,250.6; VASQUEZ PATRICIA,QUIT CLAIM DEED,300; W & R INC, EQUIPMENT, 1123.51; WESTERN NEBRASKA HUMAN RESOURCE MANAGEMENT, MEMBERSHIP FY 19-20 JANA BODE, 30; WESTERN PATHOLOGY CONSULTANTS, INC,PRE-EMPL. SCREENING - DOT,53.75; WESTERN SURETY COMPANY,BOND - TERRY SCHAUB,300; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT-PD,376; WOMACK MATTHEW,CONTRACTUAL,45; WOODS & AITKEN LLP,PROF SERVICES - POLICE & IBEW UNIONS,265.5; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08; WYOMING FIRST AID & SAFETY SUPPLY, LLC,FIRST AID KIT SUPPLIES,103.68; ZM LUMBER INC,GROUND MAINT PARK,71.96; REFUNDS; ALEXANDER KAUFMAN, 4.59; HALEIGH J MARINO, 13.87; GABRIELLE PHILLIPS, 19.19; AMANDA SOKOL, 16.36; SEAN HOLLOWAY, 13.04.

Mr. Jordan Colwell, former Scottsbluff City Council Member came forward to receive a plaque for his years of service on city council. Mayor Gonzales thanked Mr. Colwell for his dedication and service to the City. Former Council Member, Mark McCarthy also received a plaque, but was unable to attend.

Council introduced Ordinance No. 4250 amending the Cemetery rules and fees and was read by title on third reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE AT CHAPTER 5, ARTICLE 1, REGARDING BURIAL VAULTS AND MONUMENT LAYOUT PERMITS AND AMENDING CEMETERY FEES AT CHAPTER 6, ARTICLE 6, ADDING FEES FOR SINGLE MARKERS AND DUAL BURIAL EXEMPTIONS AS WELL AS ADDITIONAL RIGHTS OF INTERMENT, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.**

Council Member Green asked if this was an Ordinance we were going to look at on an annual basis or are we able to come back to it and make adjustments; he heard people are looking at cemeteries other than ours, not knowing if this is to slow the growth of our cemetery. He feels we need to look at this more. Mayor Gonzales answered, stating, it is brought forward because the costs the cemetery incurs keep going up and adjusting these fees help offset some of that. Council Member Green commented that other Cities are not adjusting their fees and have the same obstacles to overcome. Council Member Schaub made the motion, seconded by Council Member McKerrigan, to adopt the rules and Ordinance No. 4250 amending the Cemetery rules and fees, "YEAS," Gonzales, Schaub, and McKerrigan. "NAYS," Shaver and Green. Absent: None.

Council introduced the Ordinance authorizing the sale of city-owned property Lots Five (5) and Six (6), Block One (1), ORIGINAL TOWN ADDITION to Western States Bank for \$20,000.00 and was read by title on third reading: **AN ORDINANCE AUTHORIZING THE SALE OF LOTS FIVE AND SIX BLOCK ONE, ORIGINAL TOWN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.**

Council Member Shaver said he looked at this lot and the lot by the Arts Center noting that there is no difference between the two; they both have the same amount of damage. Council Member Green added this lot is a block away from small businesses, with Council Member Schaub stating we need to look at future business developments as well. Council Member Shaver also commented we are trying to develop the downtown to make it grow and to him, giving away a parking lot where we can't get it back for the same amount is insane; the businesses can still use the lots. Council Member Shaver made a motion, seconded by Council Member Green, to not sell city-owned property Lots Five (5) and Six (6), Block One (1), ORIGINAL TOWN ADDITION to Western States Bank for \$20,000.00, "YEAS," Schaub, McKerrigan, Gonzales, Green, and Shaver. "NAYS," None. Absent: None. The Ordinance of selling city-owned property Lots Five (5) and Six (6), Block One (1), ORIGINAL TOWN ADDITION to Western States Bank for \$20,000.00 failed.

Council introduced the Ordinance authorizing the sale of city-owned property, Lot Four (4), EXCEPT the North Four Feet (4'), Block One (1), ORIGINAL TOWN ADDITION to Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO for \$12,500.00 and was read by title on third reading: **AN ORDINANCE AUTHORIZING THE SALE OF LOT FOUR, EXCEPT THE NORTH FOUR FEET, BLOCK ONE, ORIGINAL TOWN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.**

Council Member Shaver made the motion to not sell city-owned property, Lot Four (4), EXCEPT the North Four Feet (4'), Block One (1), ORIGINAL TOWN ADDITION to Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO for \$12,500.00, seconded by Council Member Green, "YEAS," Gonzales, Green, McKerrigan, Shaver, and Schaub. "NAYS," None. Absent: None. The Ordinance of selling city-owned property, Lot Four (4), EXCEPT the North Four Feet (4'), Block One (1), ORIGINAL TOWN ADDITION to Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO for \$12,500.00 failed.

Under Council Reports, Council Member Green went to the Zoo Board Meeting. He is impressed with the way they are moving forward with positive direction, feeling they are putting together a good business plan. Council Member Shaver asked to get a copy of their financials to be forwarded to City Manager Johnson for Council to view. Council Member Schaub could not make the Emergency Management meeting; however Fire Chief Schingle was able to attend. Council Member McKerrigan

attended the Senior Center Meeting and Tri City Active Living Council Meeting. She stated Tri City Active Living Council asked about the timeline of the School Zone Safety Study, offering their help with anything that could be done in that area.

Council Member Shaver made the motion, seconded by Council Member Schaub, to adjourn the meeting at 6:16 p.m., “YEAS,” McKerrigan, Shaver, Green, Schaub, and Gonzales. “NAYS,” None. Absent: None.

Mayor

Attest:

City Clerk “SEAL”

City of Scottsbluff, Nebraska

Monday, November 4, 2019

Regular Meeting

Item Claims1

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

Staff Contact: Liz Hilyard, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00393 - ACTION COMMUNICATIONS INC.					
Fund: 218 - PUBLIC SAFETY					
SIREN - WESTMOOR POOL	EQUIPMENT				27,211.18
Fund 218 - PUBLIC SAFETY Total:					27,211.18
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:					27,211.18
Vendor: 02583 - ADVANCE AUTO PARTS					
Fund: 725 - CENTRAL GARAGE					
POLIKCE #6- PADS, ROTORS, BR...	EQUIPMENT MAINTENANCE				266.68
POLICE #24- OIL FILTER	EQUIPMENT MAINTENANCE				2.66
POLICE #1- OIL FILTER	EQUIPMENT MAINTENANCE				3.14
POLICE #9- OIL FILTER	EQUIPMENT MAINTENANCE				3.14
POLICE #2- OIL FILTER	EQUIPMENT MAINTENANCE				3.14
POLICE #4- OIL FILTER	EQUIPMENT MAINTENANCE				3.14
POLICE #7- OIL FILTER	EQUIPMENT MAINTENANCE				3.14
ADMIN FUSION- OIL AND AIR FI...	EQUIPMENT MAINTENANCE				11.51
Fund 725 - CENTRAL GARAGE Total:					296.55
Vendor 02583 - ADVANCE AUTO PARTS Total:					296.55
Vendor: 09021 - AIRGAS USA, LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
WELDING WIRE FOR TREE DUMP	DEPARTMENT SUPPLIES				45.93
Fund 621 - ENVIRONMENTAL SERVICES Total:					45.93
Vendor 09021 - AIRGAS USA, LLC Total:					45.93
Vendor: 05887 - ALLO COMMUNICATIONS,LLC					
Fund: 111 - GENERAL					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				237.99
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				70.64
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				34.70
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				37.70
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				160.00
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				141.27
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				327.45
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				1,144.41
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				36.17
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				424.03
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				200.41
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				10.70
Fund 111 - GENERAL Total:					2,825.47
Fund: 212 - TRANSPORTATION					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				454.40
Fund 212 - TRANSPORTATION Total:					454.40
Fund: 213 - CEMETERY					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				70.64
Fund 213 - CEMETERY Total:					70.64
Fund: 224 - ECONOMIC DEVELOPMENT					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				69.14
Fund 224 - ECONOMIC DEVELOPMENT Total:					69.14
Fund: 621 - ENVIRONMENTAL SERVICES					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				166.42
Fund 621 - ENVIRONMENTAL SERVICES Total:					166.42

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 631 - WASTEWATER					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				154.45
Fund 631 - WASTEWATER Total:					154.45
Fund: 641 - WATER					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				181.27
Fund 641 - WATER Total:					181.27
Fund: 661 - STORMWATER					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				35.32
Fund 661 - STORMWATER Total:					35.32
Fund: 721 - GIS SERVICES					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				34.70
Fund 721 - GIS SERVICES Total:					34.70
Fund: 725 - CENTRAL GARAGE					
LOCAL TELEPHONE CHARGES	PHONE & INTERNET				35.00
Fund 725 - CENTRAL GARAGE Total:					35.00
Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:					4,026.81
Vendor: 03711 - AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
Misc.	DEPARTMENT SUPPLIES				169.98
Misc.	AUDIOVISUAL SUPPLIES				55.98
Misc.	BOOKS				254.25
Fund 111 - GENERAL Total:					480.21
Fund: 223 - KENO					
Misc.	DEPARTMENT SUPPLIES				268.51
Fund 223 - KENO Total:					268.51
Vendor 03711 - AMAZON.COM HEADQUARTERS Total:					748.72
Vendor: 00382 - AMERICAN WATER WORKS ASSOCIATION					
Fund: 641 - WATER					
MEMBERSHIPS	MEMBERSHIPS				204.00
Fund 641 - WATER Total:					204.00
Vendor 00382 - AMERICAN WATER WORKS ASSOCIATION Total:					204.00
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				50.00
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
Dep. sup. -LIBRARY	DEPARTMENT SUPPLIES				40.50
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
BLDG MAINT-PD	BUILDING MAINTENANCE				10.75
Fund 111 - GENERAL Total:					155.00
Fund: 212 - TRANSPORTATION					
SUPP - WATER	DEPARTMENT SUPPLIES				32.50
SUPP - WATER	DEPARTMENT SUPPLIES				25.00
Fund 212 - TRANSPORTATION Total:					57.50
Fund: 621 - ENVIRONMENTAL SERVICES					
WATER DELIVERY X 1 BOTTLE	DEPARTMENT SUPPLIES				10.00
WATER DELIVERY X 4 BOTTLES	DEPARTMENT SUPPLIES				32.50
SALT UNIT RENTAL (SEPT&OCT)	DEPARTMENT SUPPLIES				40.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					83.00
Vendor 00295 - B & H INVESTMENTS, INC Total:					295.50
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC					
Fund: 111 - GENERAL					
Monthly Energy Bill	HEATING FUEL				167.87

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Monthly Energy Bill	HEATING FUEL				93.05
Monthly Energy Bill	HEATING FUEL				93.05
Monthly Energy Bill	HEATING FUEL				63.98
Monthly Energy Bill	HEATING FUEL				156.67
Monthly Energy Bill	HEATING FUEL				354.97
Monthly Energy Bill	HEATING FUEL				117.35
Fund 111 - GENERAL Total:					1,046.94
Fund: 212 - TRANSPORTATION					
Monthly Energy Bill	HEATING FUEL				518.35
Fund 212 - TRANSPORTATION Total:					518.35
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Energy Bill	HEATING FUEL				76.10
Fund 621 - ENVIRONMENTAL SERVICES Total:					76.10
Fund: 641 - WATER					
Monthly Energy Bill	HEATING FUEL				129.72
Fund 641 - WATER Total:					129.72
Fund: 725 - CENTRAL GARAGE					
Monthly Energy Bill	HEATING FUEL				97.81
Fund 725 - CENTRAL GARAGE Total:					97.81
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:					1,868.92
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
MEDICAL GLOVES AND HAND C...	DEPARTMENT SUPPLIES				106.59
Fund 111 - GENERAL Total:					106.59
Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:					106.59
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				44.00
Fund 111 - GENERAL Total:					44.00
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:					44.00
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.					
Fund: 111 - GENERAL					
GROUND MAINT PARK	GROUNDS MAINTENANCE				625.86
Fund 111 - GENERAL Total:					625.86
Fund: 212 - TRANSPORTATION					
SUPP - HEM FIR	DEPARTMENT SUPPLIES				53.85
Fund 212 - TRANSPORTATION Total:					53.85
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:					679.71
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
OCTOBER CELLULAR PHONE	CELLULAR PHONE				269.28
WIFI FOR MOBILE CMD	PHONE & INTERNET				44.13
CELL PHONES-PD	PHONE & INTERNET				1,139.20
Fund 111 - GENERAL Total:					1,452.61
Fund: 631 - WASTEWATER					
CELL PHONE USE	CONTRACTUAL SERVICES				75.69
CELL PHONE USE	CONTRACTUAL SERVICES				75.69
CELL PHONE USE	CONTRACTUAL SERVICES				15.89
CELL PHONE USE	CELLULAR PHONE				130.65
Fund 631 - WASTEWATER Total:					297.92
Fund: 641 - WATER					
CELL PHONE USE	CONTRACTUAL SERVICES				75.69
CELL PHONE USE	CONTRACTUAL SERVICES				-48.24
CELL PHONE USE	CONTRACTUAL SERVICES				15.89

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CELL PHONE USE	CELLULAR PHONE				135.09
				Fund 641 - WATER Total:	178.43
				Vendor 07911 - CELLCO PARTNERSHIP Total:	1,928.96
Vendor: 10088 - CHANNELL COLLIN					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
				Fund 111 - GENERAL Total:	45.00
				Vendor 10088 - CHANNELL COLLIN Total:	45.00
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
SHIP AED BATTERY FOR REPLAC... POSTAGE					10.36
				Fund 111 - GENERAL Total:	10.36
Fund: 212 - TRANSPORTATION					
SUPP - CABLE, 5 PORT GIGS	DEPARTMENT SUPPLIES				136.04
SUPP - CABLES	DEPARTMENT SUPPLIES				28.87
SUPP - CABLE	DEPARTMENT SUPPLIES				12.98
SUPP - INK CARTRIDGES	DEPARTMENT SUPPLIES				65.48
SUPP - TIME CLOCK	DEPARTMENT SUPPLIES				289.99
				Fund 212 - TRANSPORTATION Total:	533.36
Fund: 621 - ENVIRONMENTAL SERVICES					
INK FOR PRINTERS	DEPARTMENT SUPPLIES				90.47
INK FOR PRINTERS, RECEIPT BO...	DEPARTMENT SUPPLIES				125.40
TIME CLOCKS FOR SANITATION ...	DEPARTMENT SUPPLIES				579.98
				Fund 621 - ENVIRONMENTAL SERVICES Total:	795.85
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				231.98
				Fund 631 - WASTEWATER Total:	231.98
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- TIME CLOCK	DEPARTMENT SUPPLIES				299.99
				Fund 725 - CENTRAL GARAGE Total:	299.99
				Vendor 02396 - CITIBANK N.A. Total:	1,871.54
Vendor: 05859 - CITIBANK, N.A.					
Fund: 213 - CEMETERY					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				15.00
				Fund 213 - CEMETERY Total:	15.00
				Vendor 05859 - CITIBANK, N.A. Total:	15.00
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
TIME CARDS FOR ES AND TREE ...	DEPARTMENT SUPPLIES				151.75
				Fund 621 - ENVIRONMENTAL SERVICES Total:	151.75
				Vendor 01976 - CLARK PRINTING LLC Total:	151.75
Vendor: 09989 - COATS CALEB					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
				Fund 111 - GENERAL Total:	90.00
				Vendor 09989 - COATS CALEB Total:	90.00
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
GROUND MAINT PARK	GROUNDS MAINTENANCE				99.96
DEPT SUPP PARK	DEPARTMENT SUPPLIES				199.92
DEPT SUPPLIES	DEPARTMENT SUPPLIES				68.31
DEPT SUPPLIES	DEPARTMENT SUPPLIES				25.48
				Fund 111 - GENERAL Total:	393.67

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
SUPP - STAKES, SAND BAGS	DEPARTMENT SUPPLIES				165.62
SUPP - SHOVEL HANDLE	DEPARTMENT SUPPLIES				51.35
SUPP - INVERTED PAINT	DEPARTMENT SUPPLIES				27.93
SUPP - GLOVES	DEPARTMENT SUPPLIES				269.89
MIKASA PLATE COMPACTOR	STREET REPAIR SUPPLIES				1,596.42
Fund 212 - TRANSPORTATION Total:					2,111.21
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:					2,504.88
Vendor: 09824 - CORE & MAIN LP					
Fund: 641 - WATER					
METERS	METERS				10,606.97
METERS	METERS				3,873.96
METERS	METERS				4,661.78
EQUIPMENT	EQUIPMENT				31,650.00
METERS	METERS				844.00
METERS	METERS				-5,334.08
METERS	METERS				4,456.32
METERS	METERS				113.94
Fund 641 - WATER Total:					50,872.89
Vendor 09824 - CORE & MAIN LP Total:					50,872.89
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC					
Fund: 212 - TRANSPORTATION					
SUPP - CONDUIT	DEPARTMENT SUPPLIES				49.44
Fund 212 - TRANSPORTATION Total:					49.44
Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:					49.44
Vendor: 09767 - CROELL INC					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				2,480.00
Fund 212 - TRANSPORTATION Total:					2,480.00
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				170.13
Fund 641 - WATER Total:					170.13
Vendor 09767 - CROELL INC Total:					2,650.13
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
DEPT SUPP ADM	DEPARTMENT SUPPLIES				171.47
Fund 111 - GENERAL Total:					171.47
Vendor 07689 - CYNTHIA GREEN Total:					171.47
Vendor: 00234 - D & H ELECTRONICS INC.					
Fund: 111 - GENERAL					
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				6.09
Fund 111 - GENERAL Total:					6.09
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				69.56
Fund 641 - WATER Total:					69.56
Vendor 00234 - D & H ELECTRONICS INC. Total:					75.65
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE					
Fund: 111 - GENERAL					
Monthly Long Distance	PHONE & INTERNET				10.32
Monthly Long Distance	PHONE & INTERNET				1.88
Monthly Long Distance	PHONE & INTERNET				3.78
Monthly Long Distance	PHONE & INTERNET				1.31
Monthly Long Distance	PHONE & INTERNET				6.79
Monthly Long Distance	PHONE & INTERNET				8.70
Monthly Long Distance	PHONE & INTERNET				50.44
Monthly Long Distance	PHONE & INTERNET				24.37

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Monthly Long Distance	PHONE & INTERNET				2.35
Monthly Long Distance	PHONE & INTERNET				2.35
LONG DISTANCE	PHONE & INTERNET				2.91
Fund 111 - GENERAL Total:					115.20
Fund: 212 - TRANSPORTATION					
Monthly Long Distance	PHONE & INTERNET				6.58
Fund 212 - TRANSPORTATION Total:					6.58
Fund: 213 - CEMETERY					
Monthly Long Distance	PHONE & INTERNET				5.80
Fund 213 - CEMETERY Total:					5.80
Fund: 224 - ECONOMIC DEVELOPMENT					
Monthly Long Distance	PHONE & INTERNET				10.31
Fund 224 - ECONOMIC DEVELOPMENT Total:					10.31
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Long Distance	PHONE & INTERNET				2.80
Fund 621 - ENVIRONMENTAL SERVICES Total:					2.80
Fund: 631 - WASTEWATER					
Monthly Long Distance	PHONE & INTERNET				2.68
Fund 631 - WASTEWATER Total:					2.68
Fund: 641 - WATER					
Monthly Long Distance	PHONE & INTERNET				2.09
Fund 641 - WATER Total:					2.09
Fund: 661 - STORMWATER					
Monthly Long Distance	PHONE & INTERNET				1.92
Fund 661 - STORMWATER Total:					1.92
Fund: 721 - GIS SERVICES					
Monthly Long Distance	PHONE & INTERNET				2.37
Fund 721 - GIS SERVICES Total:					2.37
Fund: 725 - CENTRAL GARAGE					
Monthly Long Distance	PHONE & INTERNET				1.50
Fund 725 - CENTRAL GARAGE Total:					1.50
Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:					151.25
Vendor: 10082 - DeClue GARRETT					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
CONTRACTUAL	CONTRACTUAL SERVICES				30.00
Fund 111 - GENERAL Total:					75.00
Vendor 10082 - DeClue GARRETT Total:					75.00
Vendor: 09557 - DILLMAN NANCY					
Fund: 111 - GENERAL					
Prgm.	PROGRAMMING				7.98
Fund 111 - GENERAL Total:					7.98
Vendor 09557 - DILLMAN NANCY Total:					7.98
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
HAULING RECYCLING TO DENV...	DISPOSAL FEES				800.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					800.00
Vendor 07421 - DUANE E. WOHLERS Total:					800.00
Vendor: 01617 - DYNA-TECH ELECTRIC INC					
Fund: 111 - GENERAL					
BLDG MAINT-PD	BUILDING MAINTENANCE				340.00
BLDG MAINT-PD	BUILDING MAINTENANCE				340.00
Fund 111 - GENERAL Total:					680.00
Vendor 01617 - DYNA-TECH ELECTRIC INC Total:					680.00

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
BLACK ROLL OUT CONTAINERS X...DEPARTMENT SUPPLIES					4,088.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					4,088.00
Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:					4,088.00
Vendor: 00044 - EMBLEM ENTERPRISES INC					
Fund: 111 - GENERAL					
UNIFORMS-PD	UNIFORMS & CLOTHING				98.95
Fund 111 - GENERAL Total:					98.95
Vendor 00044 - EMBLEM ENTERPRISES INC Total:					98.95
Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250					
Fund: 641 - WATER					
SAMPLES	SAMPLES				135.00
Fund 641 - WATER Total:					135.00
Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:					135.00
Vendor: 06947 - ENFORCEMENT VIDEO, LLC					
Fund: 111 - GENERAL					
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				375.00
Fund 111 - GENERAL Total:					375.00
Vendor 06947 - ENFORCEMENT VIDEO, LLC Total:					375.00
Vendor: 02460 - FASTENAL COMPANY					
Fund: 111 - GENERAL					
EQUIPMENT MTC.	EQUIPMENT MAINTENANCE				6.03
Fund 111 - GENERAL Total:					6.03
Vendor 02460 - FASTENAL COMPANY Total:					6.03
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 212 - TRANSPORTATION					
NEW TIRES FOR PICKUP	VEHICLE MAINTENANCE				813.00
Fund 212 - TRANSPORTATION Total:					813.00
Fund: 725 - CENTRAL GARAGE					
PARKS #326- TIRES	EQUIPMENT MAINTENANCE				625.00
Fund 725 - CENTRAL GARAGE Total:					625.00
Vendor 07574 - FAT BOYS TIRE AND AUTO Total:					1,438.00
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 641 - WATER					
POSTAGE	POSTAGE				91.37
POSTAGE	POSTAGE				172.22
Fund 641 - WATER Total:					263.59
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:					263.59
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF					
Fund: 621 - ENVIRONMENTAL SERVICES					
REPAIRS TO UNIT #815	VEHICLE MAINTENANCE				412.92
Fund 621 - ENVIRONMENTAL SERVICES Total:					412.92
Fund: 725 - CENTRAL GARAGE					
FIRE RESCUE 1- FILTERS	EQUIPMENT MAINTENANCE				200.71
ES #824- FILTERS	EQUIPMENT MAINTENANCE				109.50
ES #824- TEE AND ELBOW	EQUIPMENT MAINTENANCE				10.88
ES #824- TEE	EQUIPMENT MAINTENANCE				8.66
Fund 725 - CENTRAL GARAGE Total:					329.75
Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:					742.67

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC					
Fund: 111 - GENERAL					
TOW SERVICE-PD	CONTRACTUAL SERVICES				100.00
Fund 111 - GENERAL Total:					100.00
Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:					100.00
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC					
Fund: 725 - CENTRAL GARAGE					
POLICE #2- LAMP ASSY	EQUIPMENT MAINTENANCE				615.47
POLICE #2- CORE RETURN	EQUIPMENT MAINTENANCE				-80.00
Fund 725 - CENTRAL GARAGE Total:					535.47
Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:					535.47
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				88.98
DRINKING WATER AND LAUND...	DEPARTMENT SUPPLIES				39.41
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				35.22
Prgrm.	PROGRAMMING				15.36
Prgrm.	PROGRAMMING				169.33
Dep. sup.	DEPARTMENT SUPPLIES				82.65
NAPKINS AND FOAM PLATES	DEPARTMENT SUPPLIES				16.38
Dep. sup.	DEPARTMENT SUPPLIES				26.80
CAMP FUEL/LIGHTER FOR FIRE ...	DEPARTMENT SUPPLIES				9.74
Prgrm.	PROGRAMMING				72.59
Dep. sup.	DEPARTMENT SUPPLIES				2.97
LOTION AND DRINKING WATER	DEPARTMENT SUPPLIES				32.21
TOWELS	DEPARTMENT SUPPLIES				49.14
Prgrm.	PROGRAMMING				9.56
Fund 111 - GENERAL Total:					650.34
Fund: 215 - SPECIAL PROJECTS					
CAR SEATS-PD	DEPARTMENT SUPPLIES				48.98
CAR SEATS-PD	DEPARTMENT SUPPLIES				297.88
Fund 215 - SPECIAL PROJECTS Total:					346.86
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				623.29
Fund 641 - WATER Total:					623.29
Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:					1,620.49
Vendor: 10083 - HARRIS KYLER					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
Fund 111 - GENERAL Total:					45.00
Vendor 10083 - HARRIS KYLER Total:					45.00
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				4,276.61
Fund 641 - WATER Total:					4,276.61
Vendor 04371 - HAWKINS, INC. Total:					4,276.61
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				581.30
Fund 631 - WASTEWATER Total:					581.30
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				186.07
DEPT SUP	DEPARTMENT SUPPLIES				2,605.27
Fund 641 - WATER Total:					2,791.34
Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:					3,372.64

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01904 - HORIZON WEST, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
EQUIPMENT- TRACTOR AND M...	EQUIPMENT				22,835.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	22,835.00
				Vendor 01904 - HORIZON WEST, INC Total:	22,835.00
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 641 - WATER					
BUILDING MAINT	BUILDING MAINTENANCE				328.30
				Fund 641 - WATER Total:	328.30
				Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:	328.30
Vendor: 08793 - HYDRONIC WATER MANAGEMENT					
Fund: 111 - GENERAL					
Bldg. main.	BUILDING MAINTENANCE				425.00
Equip. main.	EQUIPMENT MAINTENANCE				425.00
				Fund 111 - GENERAL Total:	850.00
				Vendor 08793 - HYDRONIC WATER MANAGEMENT Total:	850.00
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
Jan. sup.	JANITORIAL SUPPLIES				89.25
JANIORIAL SUPP PARK	JANITORIAL SUPPLIES				94.74
DEPT SUPP ADM	DEPARTMENT SUPPLIES				52.79
				Fund 111 - GENERAL Total:	236.78
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				33.26
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				33.26
				Fund 212 - TRANSPORTATION Total:	66.52
Fund: 621 - ENVIRONMENTAL SERVICES					
MOPS, RUGS, SHOP TOWELS	DEPARTMENT SUPPLIES				103.92
				Fund 621 - ENVIRONMENTAL SERVICES Total:	103.92
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				29.33
				Fund 631 - WASTEWATER Total:	29.33
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				29.34
				Fund 641 - WATER Total:	29.34
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- RUGS AND ...	DEPARTMENT SUPPLIES				34.79
CENTRAL GARAGE- RUGS & SH...	DEPARTMENT SUPPLIES				34.79
				Fund 725 - CENTRAL GARAGE Total:	69.58
				Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	535.47
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks.	BOOKS				43.59
Bks.	BOOKS				49.07
				Fund 111 - GENERAL Total:	92.66
				Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:	92.66
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE				57.09
				Fund 111 - GENERAL Total:	57.09
				Vendor 08525 - INTRALINKS, INC Total:	57.09
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				389.96
DEPT SUPP PARK	DEPARTMENT SUPPLIES				59.97

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
UNIFORMS	UNIFORMS & CLOTHING				479.90
DEPT SUPP PARK	DEPARTMENT SUPPLIES				89.99
UNIFORMS	UNIFORMS & CLOTHING				49.99
Fund 111 - GENERAL Total:					1,069.81
Fund: 212 - TRANSPORTATION					
BOOTS - SUPERVISOR	UNIFORMS & CLOTHING				99.99
CLOTHING - DIRECTOR - BOOTS	UNIFORMS & CLOTHING				99.99
CLOTHING - SUPERVISOR	UNIFORMS & CLOTHING				169.99
Fund 212 - TRANSPORTATION Total:					369.97
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				99.99
Fund 631 - WASTEWATER Total:					99.99
Vendor 06131 - JOHN DEERE FINANCIAL Total:					1,539.77
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
GROUND MAINT PARK	GROUNDS MAINTENANCE				29.97
Fund 111 - GENERAL Total:					29.97
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				4.98
Fund 631 - WASTEWATER Total:					4.98
Vendor 08067 - JOHN DEERE FINANCIAL Total:					34.95
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				74.28
Fund 111 - GENERAL Total:					74.28
Vendor 09474 - JOHN DEERE FINANCIAL Total:					74.28
Vendor: 09371 - KIRK BERNHARDT					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
Fund 111 - GENERAL Total:					90.00
Vendor 09371 - KIRK BERNHARDT Total:					90.00
Vendor: 09747 - KNOW HOW LLC					
Fund: 111 - GENERAL					
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE				17.36
DEPT SUPP PARK	DEPARTMENT SUPPLIES				65.85
BATTERY DISCONNECT SWITCH ...	DEPARTMENT SUPPLIES				80.02
DEPT SUPPLIES	DEPARTMENT SUPPLIES				258.47
DEPT SUPPLIES	DEPARTMENT SUPPLIES				43.96
BATTERY CABLE LUG AND CABLE..	DEPARTMENT SUPPLIES				45.95
BATTERY CABLE LUGS FOR DIVE...	DEPARTMENT SUPPLIES				5.23
Fund 111 - GENERAL Total:					516.84
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				27.41
Fund 641 - WATER Total:					27.41
Fund: 725 - CENTRAL GARAGE					
ES #802- LOWER BALL JOINT	EQUIPMENT MAINTENANCE				123.36
TRANS #450- HEAD LAMPS	EQUIPMENT MAINTENANCE				8.69
ES #802- CONTROL ARM	EQUIPMENT MAINTENANCE				73.54
ES #802- IDLER ARM ASSY	EQUIPMENT MAINTENANCE				51.41
ES #815- HEAD LAMPS	EQUIPMENT MAINTENANCE				8.53
TRANS #447- FUSE	EQUIPMENT MAINTENANCE				2.18
ES #824- U-JOINT	EQUIPMENT MAINTENANCE				22.16
ES #824- BATTERY	EQUIPMENT MAINTENANCE				199.90
TRANS #4044- LIGHT	EQUIPMENT MAINTENANCE				12.55
TRANS #447- OIL, AIR, FUEL FIL...	EQUIPMENT MAINTENANCE				76.71

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
ES #802- RETNURED CONTROL ...	EQUIPMENT MAINTENANCE				-73.54
Fund 725 - CENTRAL GARAGE Total:					505.49
Vendor 09747 - KNOW HOW LLC Total:					1,049.74
Vendor: 09872 - KRIZ DAVIS					
Fund: 212 - TRANSPORTATION					
SUPP - CONDUIT FOR 18TH ST. ...	DEPARTMENT SUPPLIES				9.24
Fund 212 - TRANSPORTATION Total:					9.24
Vendor 09872 - KRIZ DAVIS Total:					9.24
Vendor: 03941 - LAWSON PRODUCTS, INC					
Fund: 725 - CENTRAL GARAGE					
CENTRAL GARAGE- SOLVENT &...	EQUIPMENT MAINTENANCE				50.10
Fund 725 - CENTRAL GARAGE Total:					50.10
Vendor 03941 - LAWSON PRODUCTS, INC Total:					50.10
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT					
Fund: 641 - WATER					
ENDORSEMENT #7 - METER INF...	PROP & EQUIP INSURANCE				321.12
Fund 641 - WATER Total:					321.12
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:					321.12
Vendor: 09664 - LEAL JORGE					
Fund: 212 - TRANSPORTATION					
RE-IMBURSEMENT FOR DIESEL ...	OTHER FUEL				85.04
Fund 212 - TRANSPORTATION Total:					85.04
Vendor 09664 - LEAL JORGE Total:					85.04
Vendor: 10066 - LINCOLN COUNTY SHERIFF					
Fund: 111 - GENERAL					
LEGAL FEES-PD	LEGAL FEES				21.05
Fund 111 - GENERAL Total:					21.05
Vendor 10066 - LINCOLN COUNTY SHERIFF Total:					21.05
Vendor: 10014 - LOMBARD MATTHEW					
Fund: 111 - GENERAL					
UNIFORMS-PD	UNIFORMS & CLOTHING				12,128.50
Fund 111 - GENERAL Total:					12,128.50
Vendor 10014 - LOMBARD MATTHEW Total:					12,128.50
Vendor: 09760 - MACQUEEN EQUIPMENT INC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				3,880.78
EQUIP MAINT	EQUIPMENT MAINTENANCE				-217.46
Fund 631 - WASTEWATER Total:					3,663.32
Vendor 09760 - MACQUEEN EQUIPMENT INC Total:					3,663.32
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES				9.99
BLDG MAINT-PD	BUILDING MAINTENANCE				33.48
BLDG MAINT-PD	BUILDING MAINTENANCE				33.48
DEPT SUPP PARK	DEPARTMENT SUPPLIES				31.84
DEPT SUPP PARK	DEPARTMENT SUPPLIES				57.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES				11.97
dept supp	DEPARTMENT SUPPLIES				32.86
HARDHATS FOR FIRE INSPECTI...	DEPARTMENT SUPPLIES				17.98
Fund 111 - GENERAL Total:					229.59
Fund: 212 - TRANSPORTATION					
SUPP - 4 X 4' CEDAR	DEPARTMENT SUPPLIES				21.29
SUPP - GFCI, ADPTR, BREAKER, -...	DEPARTMENT SUPPLIES				53.10
SUPP - CONDUIT, CPLERS, CAPS ...	DEPARTMENT SUPPLIES				32.74
SUPP - PVC CEMENT, PRIMER	DEPARTMENT SUPPLIES				14.88

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
SUPP - BOLTS, NUTS, LUMBER - ...	DEPARTMENT SUPPLIES				66.52
SUPP - ELEC., TAPE, EL, CPLR, T...	DEPARTMENT SUPPLIES				52.27
				Fund 212 - TRANSPORTATION Total:	240.80
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				199.00
				Fund 213 - CEMETERY Total:	199.00
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				57.06
EQUIP MAINT	EQUIPMENT MAINTENANCE				8.87
				Fund 631 - WASTEWATER Total:	65.93
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				105.98
DEPT SUP	DEPARTMENT SUPPLIES				16.03
DEPT SUP	DEPARTMENT SUPPLIES				353.46
				Fund 641 - WATER Total:	475.47
				Vendor 07628 - MENARDS, INC Total:	1,210.79
Vendor: 07253 - MICHAEL B KEMBEL					
Fund: 111 - GENERAL					
R1 OVERHEAD DOOR LEVELING	BUILDING MAINTENANCE				97.00
				Fund 111 - GENERAL Total:	97.00
Fund: 213 - CEMETERY					
BUILD MAINT CEM	BUILDING MAINTENANCE				100.00
				Fund 213 - CEMETERY Total:	100.00
				Vendor 07253 - MICHAEL B KEMBEL Total:	197.00
Vendor: 00278 - MONUMENT CAR WASH INC					
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				28.24
				Fund 631 - WASTEWATER Total:	28.24
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				10.00
				Fund 641 - WATER Total:	10.00
				Vendor 00278 - MONUMENT CAR WASH INC Total:	38.24
Vendor: 09981 - MULLEN MITCH					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
CONTRACTUAL	CONTRACTUAL SERVICES				30.00
				Fund 111 - GENERAL Total:	75.00
				Vendor 09981 - MULLEN MITCH Total:	75.00
Vendor: 08083 - NE COLORADO CELLULAR, INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				16.52
				Fund 631 - WASTEWATER Total:	16.52
Fund: 641 - WATER					
CONTRACTUAL SVC	SAMPLES				59.14
				Fund 641 - WATER Total:	59.14
				Vendor 08083 - NE COLORADO CELLULAR, INC Total:	75.66
Vendor: 00402 - NEBRASKA MACHINERY CO					
Fund: 725 - CENTRAL GARAGE					
TRANS #447- SWITCH	EQUIPMENT MAINTENANCE				66.28
TRANS #979- HOSE & ORING SE...	EQUIPMENT MAINTENANCE				43.00
				Fund 725 - CENTRAL GARAGE Total:	109.28
				Vendor 00402 - NEBRASKA MACHINERY CO Total:	109.28

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 631 - WASTEWATER					
ELECTRIC	ELECTRIC POWER				181.82
ELECTRIC	ELECTRIC POWER				14,621.28
Fund 631 - WASTEWATER Total:					14,803.10
Fund: 641 - WATER					
ELECTRIC	ELECTRIC POWER				5,434.34
ELECTRIC	ELECTRIC POWER				2,682.64
Fund 641 - WATER Total:					8,116.98
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:					22,920.08
Vendor: 10086 - NELSON HUNTER					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
Fund 111 - GENERAL Total:					90.00
Vendor 10086 - NELSON HUNTER Total:					90.00
Vendor: 09509 - NEMNICH AUTOMOTIVE					
Fund: 725 - CENTRAL GARAGE					
ES #802- ALIGNMENT	EQUIPMENT MAINTENANCE				79.88
Fund 725 - CENTRAL GARAGE Total:					79.88
Vendor 09509 - NEMNICH AUTOMOTIVE Total:					79.88
Vendor: 09487 - NEWMAN, TIMOTHY					
Fund: 111 - GENERAL					
CONF. EXPENSE	SCHOOL & CONFERENCE				120.00
Fund 111 - GENERAL Total:					120.00
Vendor 09487 - NEWMAN, TIMOTHY Total:					120.00
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
SUPPLIES - MINI PARK	DEPARTMENT SUPPLIES				24.03
SUPPLIES - MINI PARK	DEPARTMENT SUPPLIES				38.41
Fund 111 - GENERAL Total:					62.44
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:					62.44
Vendor: 09982 - OLSON JOSEPH					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
Fund 111 - GENERAL Total:					45.00
Vendor 09982 - OLSON JOSEPH Total:					45.00
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC					
Fund: 111 - GENERAL					
BUILD MAINT ADM	BUILDING MAINTENANCE				310.00
Fund 111 - GENERAL Total:					310.00
Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:					310.00
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: 00017 - PANHANDLE HUMANE SOCIETY					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				5,278.08
Fund 111 - GENERAL Total:					5,278.08
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:					5,278.08

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00471 - PRO OVERHEAD DOOR					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				586.73
				Fund 631 - WASTEWATER Total:	586.73
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				586.72
DEPT SUP	DEPARTMENT SUPPLIES				2,614.00
				Fund 641 - WATER Total:	3,200.72
				Vendor 00471 - PRO OVERHEAD DOOR Total:	3,787.45
Vendor: 00075 - PROTEX CENTRAL, INC.					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	DEPARTMENT SUPPLIES				124.12
CONTRACTUAL SVC	CONTRACTUAL SERVICES				417.30
				Fund 631 - WASTEWATER Total:	541.42
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				72.76
CONTRACTUAL SVC	CONTRACTUAL SERVICES				48.15
				Fund 641 - WATER Total:	120.91
				Vendor 00075 - PROTEX CENTRAL, INC. Total:	662.33
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				9.97
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				204.66
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				29.56
DEPT & JANIT SUPPL-PD	DEPARTMENT SUPPLIES				67.45
DEPT & JANIT SUPPL-PD	DEPARTMENT SUPPLIES				67.44
DEPT & JANIT SUPPL-PD	DEPARTMENT SUPPLIES				109.68
DEPT & JANIT SUPPL-PD	JANITORIAL SUPPLIES				23.84
DEPT & JANIT SUPPL-PD	JANITORIAL SUPPLIES				23.84
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				8.80
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				8.80
PHOTOCOPY PAPER	DEPARTMENT SUPPLIES				139.96
				Fund 111 - GENERAL Total:	694.00
				Vendor 00266 - QUILL CORPORATION Total:	694.00
Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.					
Fund: 111 - GENERAL					
GROUND MAINT PARK	GROUNDS MAINTENANCE				1,030.49
GROUND MAINT PARK	GROUNDS MAINTENANCE				111.21
				Fund 111 - GENERAL Total:	1,141.70
				Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:	1,141.70
Vendor: 04576 - REGANIS AUTO CENTER, INC					
Fund: 725 - CENTRAL GARAGE					
POLICE #6- SHAFTS	EQUIPMENT MAINTENANCE				649.60
POLICE #6- NOZZLE AND HOSE	EQUIPMENT MAINTENANCE				124.14
POLICE #4- CORE RETURN	EQUIPMENT MAINTENANCE				-100.00
				Fund 725 - CENTRAL GARAGE Total:	673.74
				Vendor 04576 - REGANIS AUTO CENTER, INC Total:	673.74
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
HEALTH INS. PREMIUM - NOV. ...	PREMIUM EXPENSE				33,139.61
				Fund 812 - HEALTH INSURANCE Total:	33,139.61
				Vendor 04089 - REGIONAL CARE INC Total:	33,139.61

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08576 - REVIZE LLC					
Fund: 111 - GENERAL					
ANNUAL FEE (12/1/19 - 11/30/...	CONTRACTUAL SERVICES				642.00
				Fund 111 - GENERAL Total:	642.00
Fund: 621 - ENVIRONMENTAL SERVICES					
ANNUAL FEE (12/1/19 - 11/30/...	CONTRACTUAL SERVICES				642.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	642.00
Fund: 631 - WASTEWATER					
ANNUAL FEE (12/1/19 - 11/30/...	CONTRACTUAL SERVICES				642.00
				Fund 631 - WASTEWATER Total:	642.00
Fund: 641 - WATER					
ANNUAL FEE (12/1/19 - 11/30/...	CONTRACTUAL SERVICES				642.00
				Fund 641 - WATER Total:	642.00
				Vendor 08576 - REVIZE LLC Total:	2,568.00
Vendor: 10041 - RODRIGUEZ JOSE R					
Fund: 111 - GENERAL					
TOW SERVICE-PD	CONTRACTUAL SERVICES				125.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				125.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				125.00
TOW SERVICE-PD	CONTRACTUAL SERVICES				125.00
				Fund 111 - GENERAL Total:	500.00
				Vendor 10041 - RODRIGUEZ JOSE R Total:	500.00
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT					
Fund: 641 - WATER					
ELECTRIC POWER	ELECTRIC POWER				1,898.42
				Fund 641 - WATER Total:	1,898.42
				Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:	1,898.42
Vendor: 00463 - RR DONNELLEY					
Fund: 111 - GENERAL					
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				321.33
				Fund 111 - GENERAL Total:	321.33
				Vendor 00463 - RR DONNELLEY Total:	321.33
Vendor: 09997 - RURAL HEALTH DEVELOPMENT, INC.					
Fund: 224 - ECONOMIC DEVELOPMENT					
ECON DEV	ECONOMIC DEVELOPMENT				6,383.33
				Fund 224 - ECONOMIC DEVELOPMENT Total:	6,383.33
				Vendor 09997 - RURAL HEALTH DEVELOPMENT, INC. Total:	6,383.33
Vendor: 01555 - SAFELITE FULFILLMENT, INC					
Fund: 111 - GENERAL					
VEH MAINT PARK	VEHICLE MAINTENANCE				307.98
				Fund 111 - GENERAL Total:	307.98
				Vendor 01555 - SAFELITE FULFILLMENT, INC Total:	307.98
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 213 - CEMETERY					
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE				1.56
				Fund 213 - CEMETERY Total:	1.56
				Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	1.56
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC					
Fund: 725 - CENTRAL GARAGE					
ADMIN IMPALA- LAMP	EQUIPMENT MAINTENANCE				113.60
				Fund 725 - CENTRAL GARAGE Total:	113.60
				Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:	113.60

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 111 - GENERAL					
UNIFORMS PARK	UNIFORMS & CLOTHING				576.00
				Fund 111 - GENERAL Total:	576.00
				Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:	576.00
Vendor: 00786 - SHERWIN WILLIAMS					
Fund: 111 - GENERAL					
DEPT SUPPLIES	GROUNDS MAINTENANCE				356.90
				Fund 111 - GENERAL Total:	356.90
				Vendor 00786 - SHERWIN WILLIAMS Total:	356.90
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				406.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				726.00
STREET REPAIR SUPPLIES - SAND	STREET REPAIR SUPPLIES				30.40
STREET REPAIR SUPPLIES - SAND	STREET REPAIR SUPPLIES				130.35
RECYCLED BASE GRAVEL	STREET REPAIR SUPPLIES				567.30
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				749.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				1,044.00
RECYCLED BASE GRAVEL	STREET REPAIR SUPPLIES				166.58
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				1,331.00
				Fund 212 - TRANSPORTATION Total:	5,150.88
Fund: 213 - CEMETERY					
DEPT SUPP CEM	DEPARTMENT SUPPLIES				111.07
DEPT SUPP CEM	DEPARTMENT SUPPLIES				468.00
				Fund 213 - CEMETERY Total:	579.07
				Vendor 01031 - SIMON CONTRACTORS Total:	5,729.95
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
Bldg. main.	BUILDING MAINTENANCE				133.50
				Fund 111 - GENERAL Total:	133.50
				Vendor 00513 - SNELL SERVICES INC. Total:	133.50
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				14.95
				Fund 111 - GENERAL Total:	14.95
				Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:	14.95
Vendor: 00054 - STATE HEALTH LAB					
Fund: 641 - WATER					
SAMPLES	SAMPLES				772.00
				Fund 641 - WATER Total:	772.00
				Vendor 00054 - STATE HEALTH LAB Total:	772.00
Vendor: 01235 - STATE OF NE.					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONTRACTUAL-PD	CONTRACTUAL SERVICES				105.00
Fund 111 - GENERAL Total:					1,155.00
Vendor 01235 - STATE OF NE. Total:					1,155.00
Vendor: 08952 - TERRI ROSE					
Fund: 212 - TRANSPORTATION					
SUPP - INK, PAPER, DESK CALE...	DEPARTMENT SUPPLIES				190.42
Fund 212 - TRANSPORTATION Total:					190.42
Vendor 08952 - TERRI ROSE Total:					190.42
Vendor: 10090 - THOMPSON MATTHEW					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
Fund 111 - GENERAL Total:					45.00
Vendor 10090 - THOMPSON MATTHEW Total:					45.00
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION					
Fund: 218 - PUBLIC SAFETY					
HIDTA CAR LEASE	DEPARTMENT SUPPLIES				343.53
Fund 218 - PUBLIC SAFETY Total:					343.53
Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:					343.53
Vendor: 01337 - TWIN CITY ROOFING & SHEETMETAL, INC					
Fund: 215 - SPECIAL PROJECTS					
HAIL STORM REPAIR	INSURED REPAIRS/REPLACE				9,711.00
Fund 215 - SPECIAL PROJECTS Total:					9,711.00
Vendor 01337 - TWIN CITY ROOFING & SHEETMETAL, INC Total:					9,711.00
Vendor: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
EPSON RECEIPT PRINTER MAIN...	CONTRACTUAL SERVICES				326.93
UB ONLINE FEE 11/1/19 - 11/30...	CONTRACTUAL SERVICES				116.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					442.93
Fund: 631 - WASTEWATER					
EPSON RECEIPT PRINTER MAIN...	CONTRACTUAL SERVICES				326.93
UB ONLINE FEE 11/1/19 - 11/30...	CONTRACTUAL SERVICES				116.00
Fund 631 - WASTEWATER Total:					442.93
Fund: 641 - WATER					
EPSON RECEIPT PRINTER MAIN...	CONTRACTUAL SERVICES				326.93
UB ONLINE FEE 11/1/19 - 11/30...	CONTRACTUAL SERVICES				116.00
Fund 641 - WATER Total:					442.93
Vendor 08821 - TYLER TECHNOLOGIES, INC Total:					1,328.79
Vendor: 09865 - UNION BANK & TRUST					
Fund: 111 - GENERAL					
FEES - POLICE PENSION 9/30/19	CONTRACTUAL SERVICES				728.00
FEES - DEF. COMP 9/30/19	CONTRACTUAL SERVICES				186.00
FEES - FIRE PENSION 9/30/19	CONTRACTUAL SERVICES				632.00
FEES - GENERAL EMPL PENSION...	CONTRACTUAL SERVICES				1,016.00
Fund 111 - GENERAL Total:					2,562.00
Vendor 09865 - UNION BANK & TRUST Total:					2,562.00
Vendor: 01217 - US BANK					
Fund: 212 - TRANSPORTATION					
2015 GO HWY BONDS	DEBT SERVICE-PRINCIPAL				470,000.00
2015 GO HWY BONDS	DEBT SERVICE-INTEREST				7,605.00
2018 GO HWY BOND	DEBT SERVICE-PRINCIPAL				325,322.00
2018 GO HWY BOND	DEBT SERVICE-INTEREST				23,496.28
Fund 212 - TRANSPORTATION Total:					826,423.28
Fund: 412 - LEASE CORPORATION					
2015 LEASING CORP BONDS	DEBT SERVICE				670,000.00

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
2015 LEASING CORP BONDS	DEBT SERVICE-INTEREST				12,350.67
Fund 412 - LEASE CORPORATION Total:					682,350.67
Fund: 661 - STORMWATER					
2018 GO HWY BOND	DEBT SERVICE-PRINCIPAL				69,678.00
2018 GO HWY BOND	DEBT SERVICE-INTEREST				5,032.47
Fund 661 - STORMWATER Total:					74,710.47
Vendor 01217 - US BANK Total:					1,583,484.42
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
ADAPTER AND CABLE FOR UNIT...	DEPARTMENT SUPPLIES				67.92
Misc.	DEPARTMENT SUPPLIES				8.55
NATIONAL ASSOCIATION FIRE I...	MEMBERSHIPS				125.00
GASOLINE FOR TRIP TO NE ARS...	GASOLINE				29.35
BACKORDERED HOSE TESTING ...	DEPARTMENT SUPPLIES				273.90
GASOLINE-PD	GASOLINE				27.88
HOTEL FOR NE ARSON CONFER...	SCHOOL & CONFERENCE				372.00
AED BATTERY	DEPARTMENT SUPPLIES				114.00
FDIC REGISTRATION FEE- HOUS...	SCHOOL & CONFERENCE				627.00
PLOW BLADE FOR UTILITY VEHI...	DEPARTMENT SUPPLIES				318.90
GASOLINE-PD	GASOLINE				31.82
INTERNATIONAL ASSOCIATION ...	MEMBERSHIPS				100.00
PARAFILM FOR FIRE INVESTIGAT..	DEPARTMENT SUPPLIES				29.88
FIRE INVESTIGATION SUPPLIES	DEPARTMENT SUPPLIES				278.30
FIRE INVESTIGATION SUPPLIES	DEPARTMENT SUPPLIES				340.90
GASOLINE-PD	GASOLINE				23.12
GASOLINE-PD	GASOLINE				40.95
MOUNTING BRACKET ADAPTER	DEPARTMENT SUPPLIES				12.89
SPARE BATTERY	DEPARTMENT SUPPLIES				69.40
FLAMMABLE LIQUIDS STORAGE...	DEPARTMENT SUPPLIES				665.66
MEDICAL SUPPLIES, LARYNGOS...	DEPARTMENT SUPPLIES				331.77
AIRFARE FOR TRAVEL TO FDIC I...	SCHOOL & CONFERENCE				370.31
GASOLINE FOR TRAVEL TO ICS 3...	GASOLINE				41.34
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES				101.78
2018 INTERNATIONAL FIRE CODE	DEPARTMENT SUPPLIES				217.00
2018 NFPA LIFE SAFETY CODE	DEPARTMENT SUPPLIES				227.95
DEPT SUPPLIES	DEPARTMENT SUPPLIES				174.99
Prgm.	PROGRAMMING				25.00
Dep. sup.	DEPARTMENT SUPPLIES				113.92
VEHICLE DECALS AND GRAPHICS	DEPARTMENT SUPPLIES				500.00
Prgm.	PROGRAMMING				31.67
Prgm.	PROGRAMMING				55.87
CONF. EXPENSE	SCHOOL & CONFERENCE				1,528.05
Prgm.	PROGRAMMING				25.00
DEPT SUPPLIES ETC	POSTAGE				1.45
DEPT SUPPLIES ETC	VEHICLE MAINTENANCE				617.09
DEPT SUPPLIES ETC	SCHOOL & CONFERENCE				125.00
Fund 111 - GENERAL Total:					8,045.61
Fund: 215 - SPECIAL PROJECTS					
DEPT SUPPLIES ETC	VEHICLE MAINTENANCE				112.50
Fund 215 - SPECIAL PROJECTS Total:					112.50
Fund: 223 - KENO					
GREASE GAUGES FOR HOOD SY...	DEPARTMENT SUPPLIES				260.00
ELOCKS FOR FIRE ALARM CIRCU...	DEPARTMENT SUPPLIES				234.00
Fund 223 - KENO Total:					494.00
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				50.22
Fund 641 - WATER Total:					50.22

Expense Approval Report

Post Dates: 093019 - 110419

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 661 - STORMWATER					
DEPT SUP	DEPARTMENT SUPPLIES				68.99
CONTRACTUAL SVC	CONTRACTUAL SERVICES				4.99
Fund 661 - STORMWATER Total:					73.98
Vendor 08828 - US BANK Total:					8,776.31
Vendor: 00262 - WESTERN NE COMMUNITY COLLEGE					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				30.00
Fund 111 - GENERAL Total:					30.00
Vendor 00262 - WESTERN NE COMMUNITY COLLEGE Total:					30.00
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC					
Fund: 111 - GENERAL					
ANNUAL FEE - RANDOM POOL ...	CONTRACTUAL SERVICES				200.00
Fund 111 - GENERAL Total:					200.00
Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:					200.00
Vendor: 10091 - WOMACK MATTHEW					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
CONTRACTUAL	CONTRACTUAL SERVICES				45.00
Fund 111 - GENERAL Total:					90.00
Vendor 10091 - WOMACK MATTHEW Total:					90.00
Vendor: 03379 - ZM LUMBER INC					
Fund: 111 - GENERAL					
DEPT SUPP PARK	DEPARTMENT SUPPLIES				17.98
DEPT SUPPLIES	DEPARTMENT SUPPLIES				20.45
Fund 111 - GENERAL Total:					38.43
Vendor 03379 - ZM LUMBER INC Total:					38.43
Grand Total:					1,857,034.63

Report Summary**Fund Summary**

Fund	Expense Amount
111 - GENERAL	47,935.26
212 - TRANSPORTATION	839,613.84
213 - CEMETERY	971.07
215 - SPECIAL PROJECTS	10,170.36
218 - PUBLIC SAFETY	27,554.71
223 - KENO	762.51
224 - ECONOMIC DEVELOPMENT	6,462.78
412 - LEASE CORPORATION	682,350.67
621 - ENVIRONMENTAL SERVICES	30,646.62
631 - WASTEWATER	22,192.82
641 - WATER	76,552.88
661 - STORMWATER	74,821.69
721 - GIS SERVICES	37.07
725 - CENTRAL GARAGE	3,822.74
812 - HEALTH INSURANCE	33,139.61
Grand Total:	1,857,034.63

Account Summary

Account Number	Account Name	Expense Amount
111-52111-111	DEPARTMENT SUPPLIES	364.22
111-52111-114	DEPARTMENT SUPPLIES	174.99
111-52111-141	DEPARTMENT SUPPLIES	3,927.37
111-52111-142	DEPARTMENT SUPPLIES	751.44
111-52111-151	DEPARTMENT SUPPLIES	584.35
111-52111-171	DEPARTMENT SUPPLIES	1,047.48
111-52121-141	JANITORIAL SUPPLIES	23.84
111-52121-142	JANITORIAL SUPPLIES	23.84
111-52121-151	JANITORIAL SUPPLIES	89.25
111-52121-171	JANITORIAL SUPPLIES	94.74
111-52163-142	INVESTIGATIVE EXPENSES	111.77
111-52181-142	UNIFORMS & CLOTHING	12,227.45
111-52181-171	UNIFORMS & CLOTHING	1,495.85
111-52221-151	AUDIOVISUAL SUPPLIES	55.98
111-52222-151	BOOKS	346.91
111-52223-151	PROGRAMMING	412.36
111-52311-141	MEMBERSHIPS	225.00
111-52411-141	POSTAGE	10.36
111-52411-143	POSTAGE	1.45
111-52511-141	GASOLINE	70.69
111-52511-142	GASOLINE	123.77
111-53111-112	CONTRACTUAL SERVICES	1,402.00
111-53111-116	CONTRACTUAL SERVICES	642.00
111-53111-141	CONTRACTUAL SERVICES	632.00
111-53111-142	CONTRACTUAL SERVICES	7,820.03
111-53111-172	CONTRACTUAL SERVICES	690.00
111-53211-142	LEGAL FEES	21.05
111-53421-111	BUILDING MAINTENANCE	310.00
111-53421-141	BUILDING MAINTENANCE	502.73
111-53421-142	BUILDING MAINTENANCE	405.73
111-53421-151	BUILDING MAINTENANCE	558.50
111-53441-142	EQUIPMENT MAINTENAN...	467.31
111-53441-151	EQUIPMENT MAINTENAN...	425.00
111-53441-171	EQUIPMENT MAINTENAN...	103.76
111-53451-143	VEHICLE MAINTENANCE	617.09
111-53451-171	VEHICLE MAINTENANCE	307.98
111-53471-171	GROUNDS MAINTENANCE	2,254.39
111-53521-111	HEATING FUEL	167.87

Account Summary

Account Number	Account Name	Expense Amount
111-53521-141	HEATING FUEL	93.05
111-53521-142	HEATING FUEL	157.03
111-53521-151	HEATING FUEL	156.67
111-53521-171	HEATING FUEL	354.97
111-53521-172	HEATING FUEL	117.35
111-53561-111	PHONE & INTERNET	248.31
111-53561-112	PHONE & INTERNET	72.52
111-53561-114	PHONE & INTERNET	38.48
111-53561-115	PHONE & INTERNET	39.01
111-53561-116	PHONE & INTERNET	160.00
111-53561-121	PHONE & INTERNET	148.06
111-53561-141	PHONE & INTERNET	336.15
111-53561-142	PHONE & INTERNET	2,334.05
111-53561-143	PHONE & INTERNET	83.21
111-53561-151	PHONE & INTERNET	448.40
111-53561-171	PHONE & INTERNET	202.76
111-53561-172	PHONE & INTERNET	13.05
111-53571-141	CELLULAR PHONE	269.28
111-53711-114	SCHOOL & CONFERENCE	1,528.05
111-53711-141	SCHOOL & CONFERENCE	1,369.31
111-53711-142	SCHOOL & CONFERENCE	30.00
111-53711-143	SCHOOL & CONFERENCE	245.00
212-52111-212	DEPARTMENT SUPPLIES	1,715.92
212-52171-212	STREET REPAIR SUPPLIES	2,491.05
212-52181-212	UNIFORMS & CLOTHING	369.97
212-52521-212	OTHER FUEL	85.04
212-53451-212	VEHICLE MAINTENANCE	813.00
212-53491-212	STREET MAINTENANCE	6,736.25
212-53521-212	HEATING FUEL	518.35
212-53561-212	PHONE & INTERNET	460.98
212-57110-212	DEBT SERVICE-PRINCIPAL	795,322.00
212-57115-212	DEBT SERVICE-INTEREST	31,101.28
213-52111-213	DEPARTMENT SUPPLIES	793.07
213-53421-213	BUILDING MAINTENANCE	100.00
213-53441-213	EQUIPMENT MAINTENAN...	1.56
213-53561-213	PHONE & INTERNET	76.44
215-52111-142	DEPARTMENT SUPPLIES	346.86
215-52931-111	INSURED REPAIRS/REPLA...	9,711.00
215-53451-143	VEHICLE MAINTENANCE	112.50
218-52111-142	DEPARTMENT SUPPLIES	343.53
218-54411-143	EQUIPMENT	27,211.18
223-52111-113	DEPARTMENT SUPPLIES	268.51
223-52111-141	DEPARTMENT SUPPLIES	494.00
224-53561-113	PHONE & INTERNET	79.45
224-59111-114	ECONOMIC DEVELOPME...	6,383.33
412-57111-111	DEBT SERVICE	670,000.00
412-57115-111	DEBT SERVICE-INTEREST	12,350.67
621-52111-621	DEPARTMENT SUPPLIES	5,268.45
621-53111-621	CONTRACTUAL SERVICES	1,084.93
621-53193-621	DISPOSAL FEES	800.00
621-53451-621	VEHICLE MAINTENANCE	412.92
621-53521-621	HEATING FUEL	76.10
621-53561-621	PHONE & INTERNET	169.22
621-54411-621	EQUIPMENT	22,835.00
631-52111-631	DEPARTMENT SUPPLIES	1,094.45
631-53111-631	CONTRACTUAL SERVICES	2,302.08
631-53441-631	EQUIPMENT MAINTENAN...	3,677.17
631-53451-631	VEHICLE MAINTENANCE	28.24

Account Summary

Account Number	Account Name	Expense Amount
631-53531-631	ELECTRIC POWER	14,803.10
631-53561-631	PHONE & INTERNET	157.13
631-53571-631	CELLULAR PHONE	130.65
641-52111-641	DEPARTMENT SUPPLIES	6,821.42
641-52116-641	METERS	19,222.89
641-52117-641	SAMPLES	1,126.14
641-52311-641	MEMBERSHIPS	204.00
641-52411-641	POSTAGE	263.59
641-52611-641	CHEMICALS	4,276.61
641-53111-641	CONTRACTUAL SERVICES	1,865.24
641-53421-641	BUILDING MAINTENANCE	328.30
641-53451-641	VEHICLE MAINTENANCE	10.00
641-53521-641	HEATING FUEL	129.72
641-53531-641	ELECTRIC POWER	10,015.40
641-53561-641	PHONE & INTERNET	183.36
641-53571-641	CELLULAR PHONE	135.09
641-53821-641	PROP & EQUIP INSURANCE	321.12
641-54411-641	EQUIPMENT	31,650.00
661-52111-661	DEPARTMENT SUPPLIES	68.99
661-53111-661	CONTRACTUAL SERVICES	4.99
661-53561-661	PHONE & INTERNET	37.24
661-57110-661	DEBT SERVICE-PRINCIPAL	69,678.00
661-57115-661	DEBT SERVICE-INTEREST	5,032.47
721-53561-721	PHONE & INTERNET	37.07
725-52111-725	DEPARTMENT SUPPLIES	369.57
725-53441-725	EQUIPMENT MAINTENAN...	3,318.86
725-53521-725	HEATING FUEL	97.81
725-53561-725	PHONE & INTERNET	36.50
812-53861-112	PREMIUM EXPENSE	33,139.61
Grand Total:		1,857,034.63

Project Account Summary

Project Account Key	Expense Amount
None	1,846,409.52
2118652931	9,711.00
2122852111	346.86
2124453451	112.50
21852111142	343.53
6002052111	68.99
6002053111	4.99
6002053561	37.24
Grand Total:	1,857,034.63

City of Scottsbluff, Nebraska

Monday, November 4, 2019

Regular Meeting

Item SBYC1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Monday, November 4, 2019

Regular Meeting

Item Public Inp1

Council to discuss and consider action on a Community Festival Permit for the “Decorate the New Christmas Tree” Event at the 18th Street Plaza, sponsored by the Downtown Scottsbluff Association on November 30, 2019 from 1:00 p.m. to 3:00 p.m., including 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.

DSA (Downtown Scottsbluff Association)

1. _____
(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)

N/A

2. _____
(name of co-sponsoring organization)
- _____
(street) (city) (state) (telephone number)
- _____
(contact person) (day telephone number)

3. **Event Information**
Decorate the New Christmas Tree

(name of event)
Saturday, November 30th 1:00 p.m. – 3:00 p.m.

(date(s) of event) (time(s) of event)
18th Street Plaza

(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, food trucks, 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**
N/A

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

6. **Flags/Banners/Signs**
N/A

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

- Page 36 / 91



DOWNSCO-01

EKANNO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2019

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 1110 Circle Drive Scottsbluff, NE 69361	CONTACT NAME: PHONE (A/C, No, Ext): (308) 635-2023 FAX (A/C, No): (308) 632-7359 E-MAIL: jge@jgelliott.com ADDRESS:
INSURED Downtown Scottsbluff Association P O Box 28 Scottsbluff, NE 69363	INSURER(S) AFFORDING COVERAGE INSURER A: Addison Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10324

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

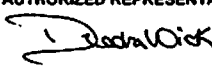
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		20208959	5/21/2019	5/21/2020	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 ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ 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 ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ OED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N 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

CANCELLATION

City of Scottsbluff 2525 Circle Drive Scottsbluff, NE 69361	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)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

City of Scottsbluff, Nebraska

Monday, November 4, 2019

Regular Meeting

Item Public Inp2

Council to discuss and consider action on a Community Festival Permit for the Holiday Parade and special events on Broadway sponsored by the Downtown Scottsbluff Association on December 1, 2019, 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)
N/A

2. _____
(name of co-sponsoring organization)

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

(contact person) (day telephone number)

3. Event Information

Downtown Scottsbluff Christmas Parade - 2019

(name of event)
Sun. Dec. 1, 2019 4-8 p.m.
(date(s) of event) (time(s) of event)
Broadway, 18th Street Plaza
(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 4 PM – Broadway, 15th Street up to Bluffs Middle School. Parade begins at 6pm, lasts up to 90 minutes.

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

6. Flags/Banners/Signs

As part of parade groups and floats

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
_____X_____ No _____

Community Festival/Business Promotion

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

Street Carnival

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

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

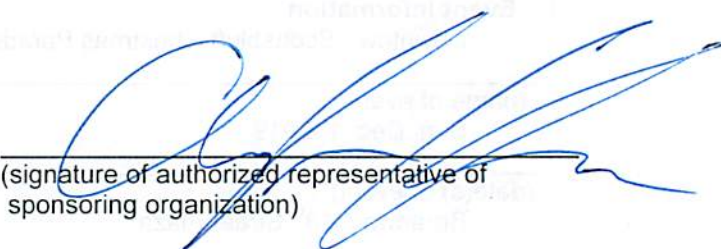
Yes _____ No _____

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

Dated: 10-29-19

Signed:

Downtown Sch. Assoc.
(name of sponsoring organization)


(signature of authorized representative of sponsoring organization)

(name of co-sponsoring organization)

(signature of authorized representative of co-sponsoring organization)

City of Scottsbluff, Nebraska

Monday, November 4, 2019

Regular Meeting

Item Resolut.1

Council to discuss & consider action on a Resolution authorizing the Mayor to sign an agreement with the St. of NE Dept. of Transportation & BNSF Railway to install a concrete crossing surface, railroad crossing signals & activation equipment on Ave I for the Monument Valley Pathway North Project.

Staff Contact: Mark Bohl, Public Works Director

RESOLUTION NO. ____

WHEREAS, the City of Scottsbluff, the BNSF Railway Company and the State intend to install a 16 ft. concrete crossing surface and railroad crossing signals and activation equipment known as the Scottsbluff Monument Valley Pathway North (ENH-79(42)) at BNSF Railway DOT No 089157E.

WHEREAS, the parties have provided for the terms and conditions for making those improvements in a Grade Crossing Signal and Surface Installation Agreement.

WHEREAS, the City of Scottsbluff wishes to enter into this three-party agreement.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Scottsbluff hereby authorizes the Mayor to sign an agreement with the State of Nebraska, Department of Transportation and BNSF Railway to install a 16 ft. concrete crossing surface and railroad crossing signals and activation equipment located at BNSF Railway Company DOT. No. 089157E.

NDOT Project Number: ENH-79(42)

NDOT Control Number: 51512

NDOT Project Description: Scottsbluff Monument Valley Pathway North

RESOLVED THIS ____ DAY OF _____, 20__.

ATTEST:

City Clerk

City Council Chair

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



Pete Ricketts, Governor

October 17, 2019

Kimberley Wright
City Clerk
2525 Circle Drive
Scottsbluff, NE 69361

RE: Project No. ENH-79(42)
Scottsbluff Monument Valley Pathway North
DOT No. 089157E

CN 51512
Scotts Bluff County
MP: 31.71

Enclosed are the three originals of the Grade Crossing Signal and Surface Installation Agreement for the above referenced project.

This agreement is for the installation of a 16 ft. concrete crossing surface and crossing signals at BNSF DOT No. 089157E, located in Scotts Bluff County.

If you find them acceptable, have the originals executed on behalf of City of Scottsbluff, and return them to me for further handling.

Also enclosed is a signing resolution. This resolution needs to be passed at a meeting of the City Council to the signing of this agreement. If you have any questions pertaining to this resolution, please contact Travis Haberman at (402) 479-4515.

Sincerely,

Kathy Nuttelman
Railroad Liaison
Local Assistance Division
Nebraska Dept. of Transportation

Enclosures

pc: Project File

Kyle Schneeweis, P.E., Director
Department of Transportation

MAILING ADDRESS
PO Box 94759
Lincoln, NE 68509-4759

PHYSICAL ADDRESS
1500 Highway 2
Lincoln, NE 68502

PHONE 402-471-4567
EMAIL NDOT.ContactUs@nebraska.gov

dot.nebraska.gov

GRADE CROSSING SIGNAL AND SURFACE INSTALLATION AGREEMENT

**BNSF File No.: BF10015832
Mile Post 31.71
Line Segment 0005
U.S. DOT Number 089157E
Valley Subdivision**

THIS GRADE CROSSING SIGNAL INSTALLATION AGREEMENT (hereinafter called, "Agreement") is executed to be effective as of _____, 2019, by and between the **CITY OF SCOTTSBLUFF**, a Political Subdivision of the State of Nebraska, a Municipal Corporation (hereinafter called "CITY"), the **NEBRASKA DEPARTMENT OF TRANSPORTATION** (hereinafter called "AGENCY"), and **BNSF RAILWAY COMPANY**, a Delaware Corporation (hereinafter called, "RAILROAD");

WITNESSETH:

WHEREAS, in the interest of aiding pedestrian travel and public safety, the CITY is undertaking a project to install a 16 ft. concrete crossing surface and railroad crossing signals and activation equipment known as the Scottsbluff Monument Valley Pathway North (ENH-79(42));

WHEREAS, the project is located at U.S. DOT crossing number 089157E as indicated on Exhibit "A", attached hereto and incorporated herein;

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the installation of advance warning signs, pavement marking stop bars or crossing signal equipment (hereinafter collectively called, "Crossing Signal Equipment");

WHEREAS, CITY also desires RAILROAD to install a new crossing surface at Ave. I with a new concrete and rubber crossing surface;

WHEREAS, the CITY is paying for the acquisition and installation of crossing surface and crossing signal equipment at Ave. I;

WHEREAS, the RAILROAD agrees to purchase and install, at CITY's sole expense, the crossing signal equipment and the new crossing surface described in the scope of work herein, and upon the terms and conditions set forth below;

WHEREAS, the CITY and AGENCY will acquire a previously negotiated easement Form 419 through Jones Lang LaSalle separate from this agreement for the trail installation across BNSF;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – SCOPE OF WORK

1. The term “Project” as used in this agreement includes any and all work related to the installation of crossing signals, activation equipment, and crossing surface at U.S. DOT crossing 089157E, more particularly described on Exhibit “A” and Exhibit “B” which are attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, installation of advance warning signs and pavement marking stop bars, installation of any new crossing surface, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II – RAILROAD OBLIGATIONS

In consideration of the covenants of CITY set forth herein and the faithful performance thereof, RAILROAD agrees as follows:

1. The RAILROAD will, using its own labor forces under applicable labor agreements, install the Crossing Signal Equipment and the new crossing surface at Ave. I. The work will be performed at CITY’s expense and in accordance with the MUTCD and the plans and specifications approved by the CITY and AGENCY. The plans and specifications are attached to this Agreement as Exhibit “B” and incorporated herein.

2. A detailed estimate of RAILROAD’S construction engineering, installation labor (including the costs, if any, of electrical service from a public utility) and material costs required for the Project are attached hereto as Exhibit “C” and incorporated herein. In the event construction for the Project has not commenced within six (6) months following the effective date of this Agreement, RAILROAD may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit “C”. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit “C” not specifically mentioned therein may be included as a part of this Agreement upon written approval of CITY, which approval will not be unreasonably withheld.

3. RAILROAD will furnish all labor, materials, tools and equipment for the railroad portion of the work required for the construction of the Project.

4. The RAILROAD will, at CITY’s expense, dispose of all scrap from the RAILROAD’S work hereunder.

5. The RAILROAD will finalize and complete billing of all incurred costs under this Agreement no later than one (1) year following installation of the Crossing Signal Equipment and the new crossing surface.

ARTICLE III – CITY OBLIGATIONS

In consideration of the covenants of RAILROAD set forth herein and the faithful performance thereof, CITY agrees as follows:

1. CITY must perform, at CITY's expense, the following work:
 - a) Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD"), if necessary.
 - b) Installation of advance warning signs in accordance with the MUTCD.
 - c) CITY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular or pedestrian traffic at the Ave. I crossing during the installation of the new crossing surface and signal equipment.
2. The AGENCY and CITY will approve the location of the signals and signal bungalow prior to installation by RAILROAD.
3. Actual costs for engineering, materials and labor (including third party charges for the installation of electrical service) associated with the installation of the Crossing Signal Equipment and the new crossing surface must be paid by the CITY (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).
4. In the event the services of a consultant are needed after execution of this Agreement due to any exigency of the RAILROAD and the Project, the AGENCY, CITY and the RAILROAD will mutually agree, in writing, as to the selection of a consultant and the applicable scope of work to be performed by such consultant. All work performed hereunder by any consultant and any resulting costs must be paid by CITY as a part of the costs for the Project.
5. During the installation of the Crossing Signal Equipment and the new crossing surface, RAILROAD will send CITY progressive invoices detailing the costs of the work performed by RAILROAD under this Agreement. CITY must reimburse RAILROAD for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, RAILROAD will send CITY a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit "C". Pursuant to this section, CITY must pay the final invoice within ninety (90) days of the date of the final invoice. RAILROAD will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by RAILROAD, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on

delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any un-posted payments received by the month's end. Finance charges will be noted on invoices sent to CITY under this section.

6. The CITY must have advance railroad crossing warning signs and standard pavement markings in place at the crossing shown on Exhibit "A" (if the same are required by the MUTCD) prior to the acceptance of this Project by the CITY. The CITY assumes full responsibility for the maintenance of advance warning signs and pavement markings and agrees to hold harmless and indemnify the RAILROAD for any claims, damages or losses, in whole or in part, caused by or due to the CITY'S failure to maintain the advance warning signs and markings or other requirements of the MUTCD.

7. The AGENCY must give RAILROAD'S Manager of Public Projects written Notice to Proceed with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Agency.

ARTICLE IV- JOINT OBLIGATIONS

In consideration of the mutual covenants of the parties contained herein and the premises, the parties mutually agree as follows:

1. All cost records of the RAILROAD pertaining to the Project will be open to inspection and audit at any reasonable time by representatives of the CITY and AGENCY (including the legislative auditor and fiscal analyst for the CITY and AGENCY) for a period of three (3) years from the date of the final RAILROAD invoice under this Agreement.
2. Upon completion of the installation of the Crossing Signal Equipment and the new crossing surface, the RAILROAD, will, at its sole cost and expense, operate and maintain the Crossing Signal Equipment and the new crossing surface in proper condition.
3. Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the CITY or any other appropriate governmental or legislative authority increase the CITY's portion of maintenance costs under this Agreement, RAILROAD will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the CITY'S increased portion of maintenance costs will be incorporated into and made a part of this Agreement.
4. If a railway or a highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment or the new crossing surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.

5. If any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:

- a) In the event the RAILROAD's sole negligence destroys or damages the Crossing Signal Equipment, RAILROAD must reimburse CITY for the costs to replace or repair such Crossing Signal Equipment.
- b) In the event the Crossing Signal Equipment is damaged or destroyed by any other cause, CITY must, at its sole cost and expense, replace or repair such Crossing Signal Equipment.

6. If the Crossing Signal Equipment installed hereunder cannot, through age, be maintained, or, by virtue of its obsolescence, requires replacement, the cost of installation of new crossing signal equipment will be negotiated by the parties hereto on the basis of the current Federal Aid Railroad Signal Program participation and applicable CITY at the time of such replacement is warranted.

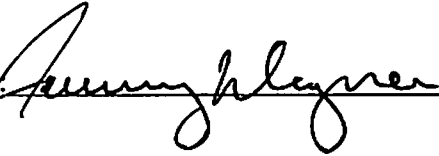
7. This Agreement will inure to the benefit of and be binding on the parties hereto, their successors, and assigns.

8. In the event any paragraph contained in this Agreement or any item, part, or term within any particular paragraph is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining paragraphs or items will not be affected; and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain that particular paragraph or item held to be invalid or unenforceable.

9. This Agreement may be signed in counterparts, any one of which will be deemed to be an original. The parties further agree that any facsimile copy of a party's signature is valid and binding to the same extent as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BNSF RAILWAY COMPANY

By: 

Printed Name: Jeremy Wagner

Title: Manager Public Projects

CITY OF SCOTTSBLUFF

By: _____

Printed Name: _____

Title: _____

NEBRASKA DEPARTMENT OF TRANSPORTATION

By: _____

Printed Name: _____

Title: _____

Exhibit "A"

CROSSING EXHIBIT

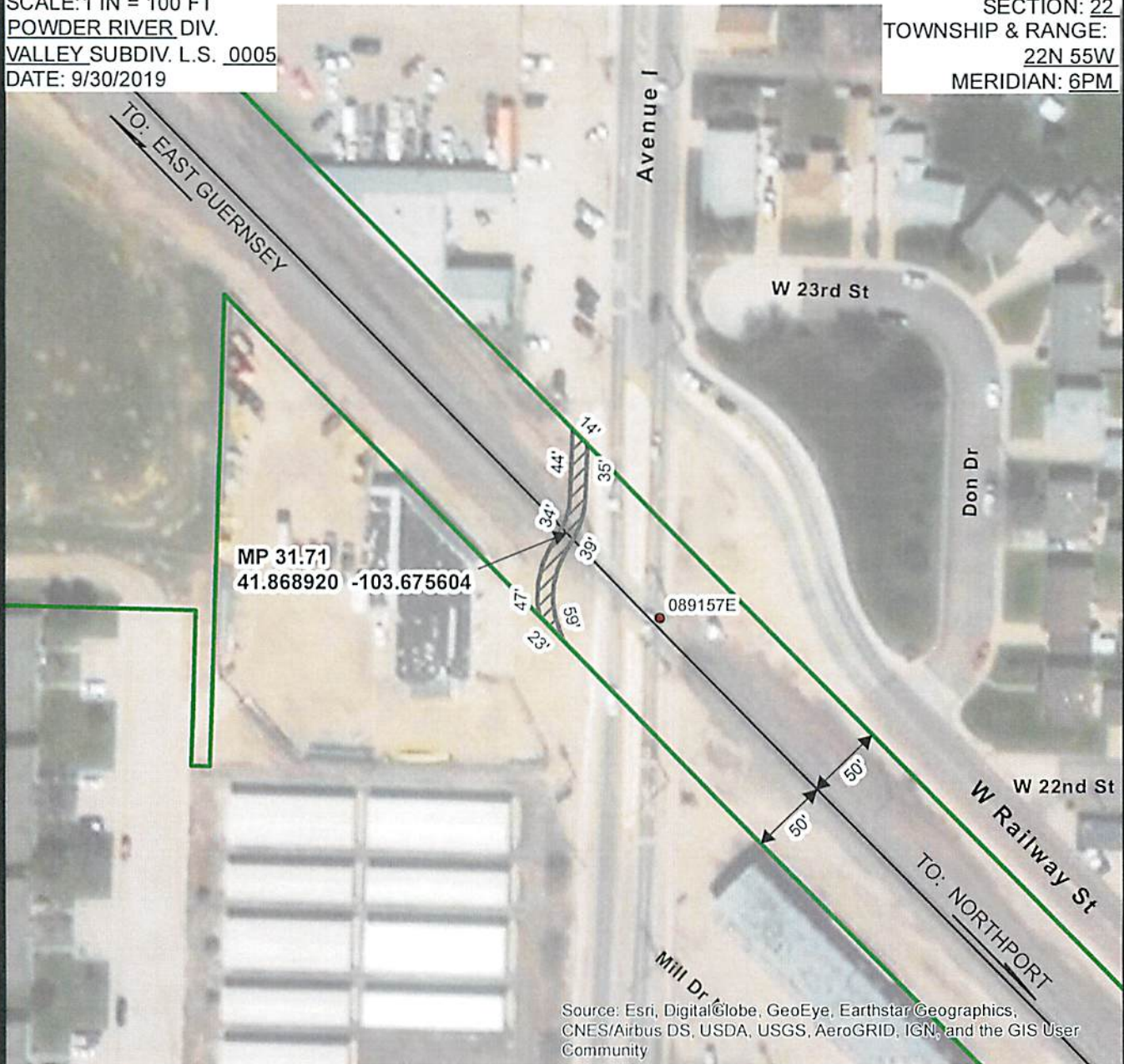
EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
CITY OF SCOTTSBLUFF
NEBRASKA DOT



SCALE: 1 IN = 100 FT
POWDER RIVER DIV.
VALLEY SUBDIV. L.S. 0005
DATE: 9/30/2019

SECTION: 22
TOWNSHIP & RANGE:
22N 55W
MERIDIAN: 6PM

MAP REF. s53366



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

LEGEND:

- PREMISES
- RIGHT OF WAY LINE
- TRACK

DESCRIPTION:

A NEW 10' WIDE PEDESTRIAN TRAIL CROSSING SHOWN HATCHED.
DOT # 089157E

SCOTTSBLUFF
COUNTY OF SCOTTS BLUFF

STATE OF NE

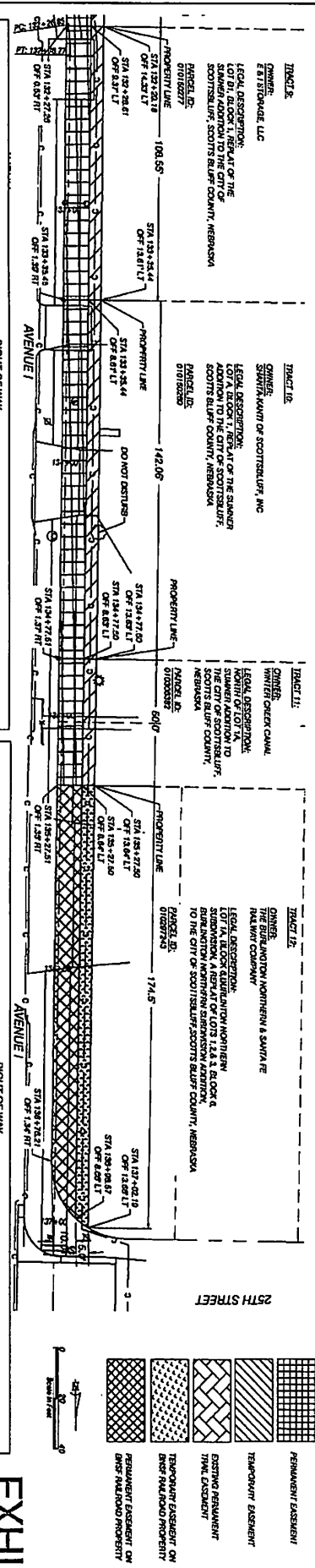
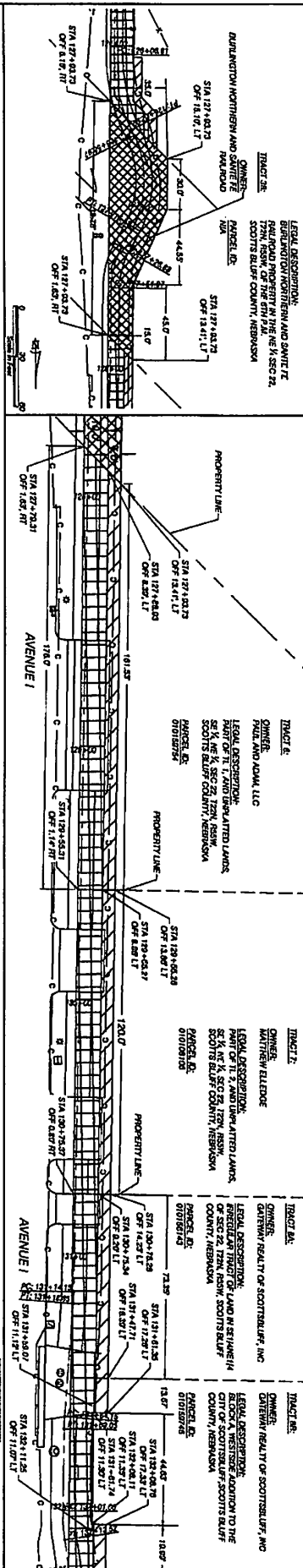
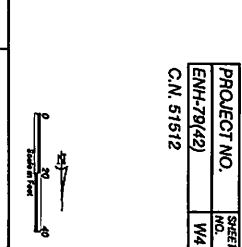
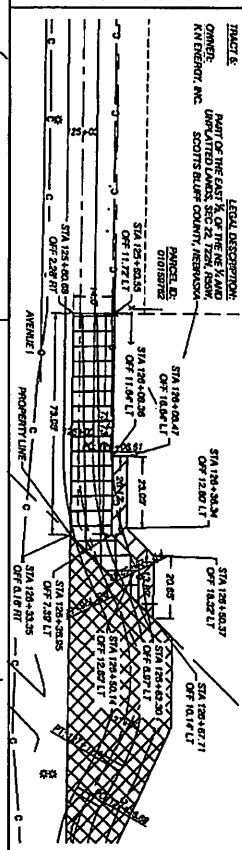
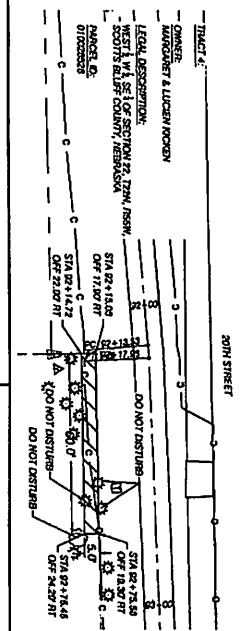
JNC

DRAWING NO. 76775

Exhibit "B"

PLANS





RIGHT OF WAY				EASEMENT		REMAINER	
TRACT NO.	OWNER	DESCRIPTION	TOTAL ACRES TAYING	TOTAL EXCESS LAND	PERMANENT REEQUIPMENT	LEFT RIGHT	SHEET NO.
4	MARGARET & LUDEN MOORE	WEST 1/4, SE 1/4 OF SECTION 22, T29N, R58W, SCOTTS BLUFF COUNTY, NEBRASKA			300 SF		W4
5	KIM EMMERING AND KIM EMMERING TRUST	PART OF THE EAST 1/2, NE 1/4 AND UNPLATTED LINDER TRACT, T29N, R58W, SCOTTS BLUFF COUNTY, NEBRASKA		1,201.6 SF	277.41 SF		W4
29	SCOTT & LINDSEY BARNHART, TRUST BARNHART, LINDSEY AND SCOTT E. & LINDA E. PARKWAY COMPANY	SE 1/4 SECTION 22, T29N, R58W, OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA		2010.8 SF	0 SF		W4
6	PALM AND ADAM, LLC	PART OF THE SE 1/4, NE 1/4, SE 1/2, T29N, R58W, SCOTTS BLUFF COUNTY, NEBRASKA		1,170.16 SF	81.71 SF		W4
7	MARTIN E. ELSDORF	SE 1/4 SECTION 22, T29N, R58W, SCOTTS BLUFF COUNTY, NEBRASKA		1,200 SF	600 SF		W4
34	DAVIDSON FIELD, LTD. SCOTTS BLUFF, INC.	WARRANTY TRACT OF LAND IN SE 1/4 QUARTER OF SEC 22, T29N, R58W, SCOTTS BLUFF COUNTY, NEBRASKA		723.80 SF	361.9 SF		W4

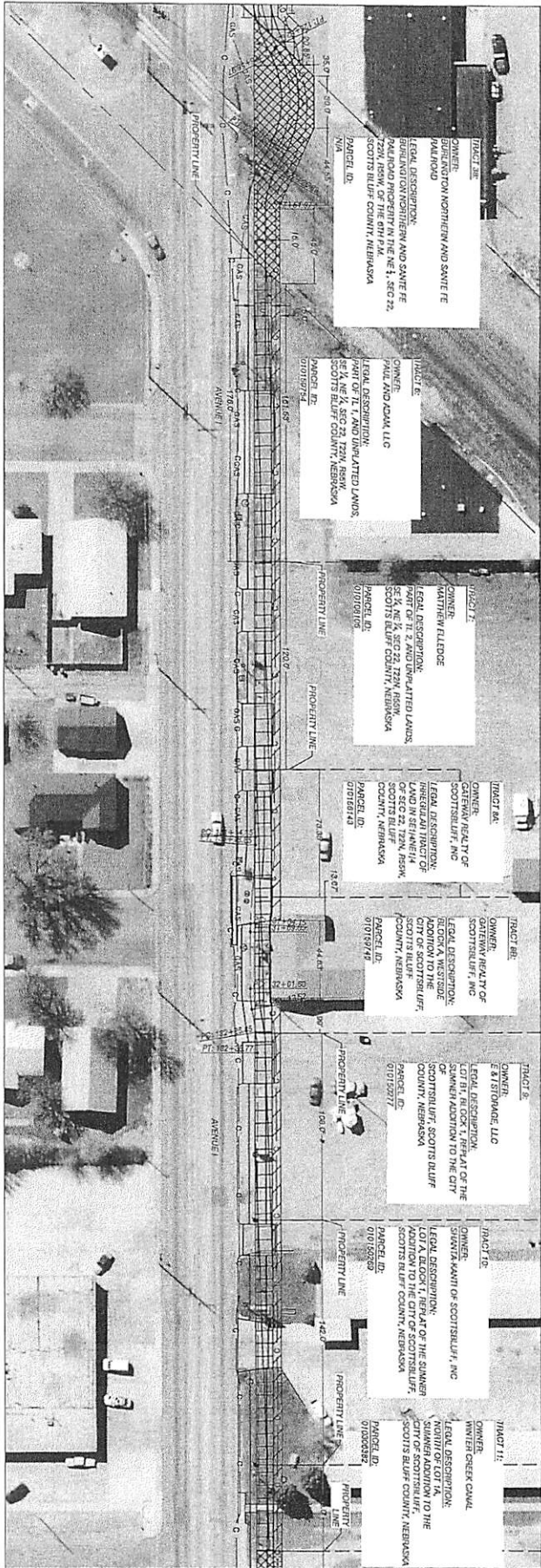
RIGHT OF WAY									
TRACT NO.	OWNER	DESCRIPTION	TOTAL ADDRESS	TOTAL TRADING	EGRESS LAND	EASEMENT PERMANENT	REDEMPTION LEFT	REMAINING RIGHT	SHEET NO.
88	GATHEW REALTY OF SCOTTLAND, INC.	BLOCK A WESTSIDE ADDITION TO THE CITY OF SCOTTLAND, SCOTTS BLUFF COUNTY, NEBRASKA				73.87 SF	123.25 SF		104
9	E & J STORAGE, LLC	LOT 1, BLOCK 1, RESUB OF THE SUMNER ADDITION TO THE CITY OF SCOTTLAND, SCOTTS BLUFF COUNTY, NEBRASKA				108.02 SF	640.31 SF		104
10	SHAW-KWATT OF SCOTTLAND, INC.	LOT 1, BLOCK 1, RESUB OF THE SUMNER ADDITION TO THE CITY OF SCOTTLAND, SCOTTS BLUFF COUNTY, NEBRASKA				1,420.03 SF	710.3 SF		104
11	WINTER CREEK CANYON	NORTH OF LOT 1 A, SUMNER ADDITION TO THE CITY OF SCOTTLAND, SCOTTS BLUFF COUNTY, NEBRASKA				600 SF	220 SF		104
12	THE FOUR MOUNTAIN NORTHWEST SANTA FE RAILWAY COMPANY	LOT 1A, BLOCK 1, SUBDIVISION NORTHWEST SUBDIVISION, A REPEAT OF LOTS 1, 2, 3, & 4, BLOCK A, OF THE CITY OF SCOTTLAND, SCOTTS BLUFF COUNTY, NEBRASKA				1,462 SF	895 SF		104

EXHIBIT



PROJECT NO.
ENH-29(42)
C.N. 51512

SHEET
W19



RIGHT OF WAY

TRACT NO.	OWNER	DESCRIPTION	TOTAL ADJACENT LAND	PERMANENT EASEMENT	TEMPORARY EASEMENT	LEFT RIGHT	SHEET NO.
38	BURLINGTON NORTHERN AND SANTI FE RAILROAD COMPANY	BURLINGTON NORTHERN AND SANTI FE RAILROAD COMPANY, SCOTTS BLUFF COUNTY, NEBRASKA	3710.00 SF	014.70 SF			W4
9	PAUL AND ADAM LLC	PART OF THE SE 1/4, NE 1/4, SEC 22, T2N, R5W, SCOTTS BLUFF COUNTY, NEBRASKA	1,201.65 SF	014.70 SF			W4
7	MATTHEW ELLIODE	BLUFF COUNTY, NEBRASKA	1,200.00 SF	000.00 SF			W4
6A	GATEWAY REALTY OF NEBRASKA, INC.	REGULATORY TRACT OF LAND IN RELATION TO SEC 22, T2N, R5W, SCOTTS BLUFF COUNTY, NEBRASKA	723.60 SF	304.75 SF			W4
6B	GATEWAY REALTY OF NEBRASKA, INC.	BLOCK 4, WESTSIDE ADDITION TO THE CITY OF SCOTTS BLUFF, SCOTTS BLUFF COUNTY, NEBRASKA	734.27 SF	158.35 SF			W4
9	E & I STORAGE, LLC	LOT 11, BLOCK 1, REFEAT OF THE SUMMER ADDITION TO THE CITY OF SCOTTS BLUFF, SCOTTS BLUFF COUNTY, NEBRASKA	1030.67 SF	540.11 SF			W4
10	SHAWNAHNT OF SCOTTS BLUFF, INC.	LOT 1, BLOCK 1, REFEAT OF THE SUMMER ADDITION TO THE CITY OF SCOTTS BLUFF, SCOTTS BLUFF COUNTY, NEBRASKA	1,420.6 SF	718.2 SF			W4
11	WINTER CREEK CANAL	SCOTTS BLUFF, SCOTTS BLUFF COUNTY, NEBRASKA	600 SF	250 SF			W4

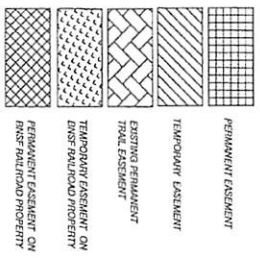
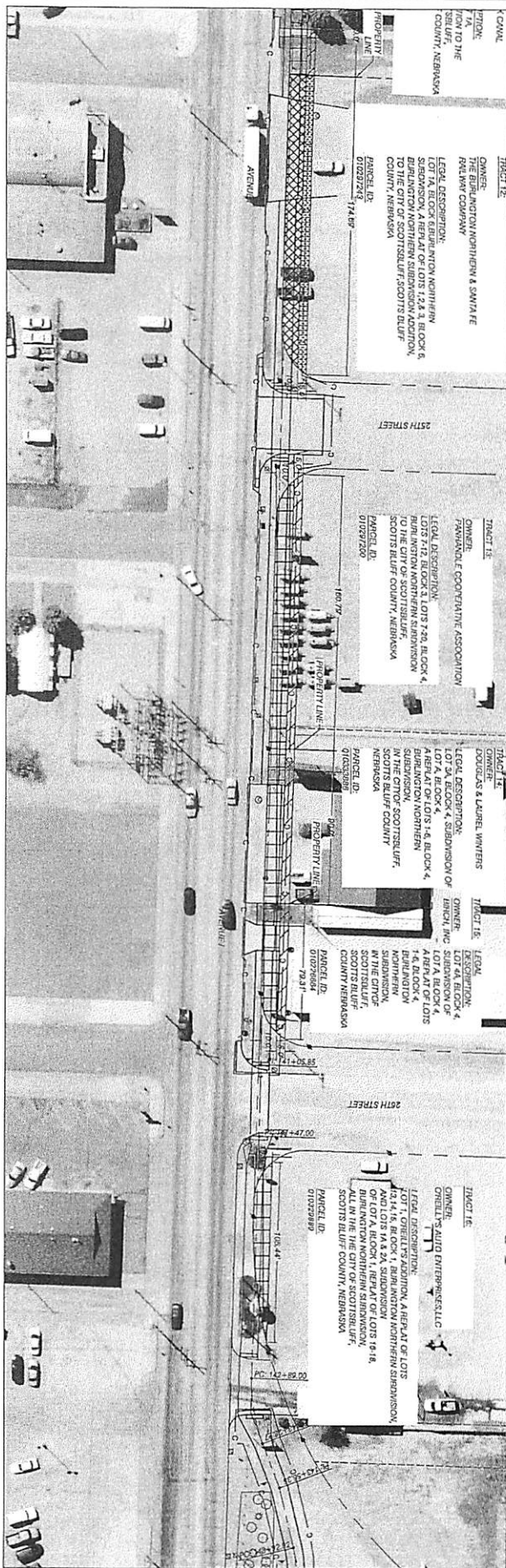


EXHIBIT A





RIGHT OF WAY						
TRACT NO.	OWNER	DESCRIPTION	TOTAL ACRES	PERMANENT	TEMPORARY	REMARKS
12	THE BURLINGTON NORTH & SANTA FE RAILWAY COMPANY	SUBDIVISION, A REPEAT OF LOTS 1, 2, 3, & 4, BLOCK 6, NORTH & SANTA FE RAILWAY COMPANY, TO THE CITY OF SCOTTS BLUFF, NEBRASKA	1.462 SF	665 SF		W4
13	PERMANENT COOPERATIVE ASSOCIATION	LOT 1, ORIELLY'S ADDITION, A REPEAT OF LOTS 1, 2, 3, & 4, BLOCK 6, NORTH & SANTA FE RAILWAY COMPANY, TO THE CITY OF SCOTTS BLUFF, NEBRASKA	160 SF	795 SF		W5
14	DOUGLAS & LAUREL WINTERS	LOT 1, ORIELLY'S ADDITION, A REPEAT OF LOTS 1, 2, 3, & 4, BLOCK 6, NORTH & SANTA FE RAILWAY COMPANY, TO THE CITY OF SCOTTS BLUFF, NEBRASKA	200 SF	450 SF		W6
15	BRICK, INC.	LOT 1, ORIELLY'S ADDITION, A REPEAT OF LOTS 1, 2, 3, & 4, BLOCK 6, NORTH & SANTA FE RAILWAY COMPANY, TO THE CITY OF SCOTTS BLUFF, NEBRASKA	668 SF	398 SF		W5
10	ORIELLY AUTO ENTERPRISES, LLC	LOT 1, ORIELLY'S ADDITION, A REPEAT OF LOTS 1, 2, 3, & 4, BLOCK 6, NORTH & SANTA FE RAILWAY COMPANY, TO THE CITY OF SCOTTS BLUFF, NEBRASKA	746 SF			W5

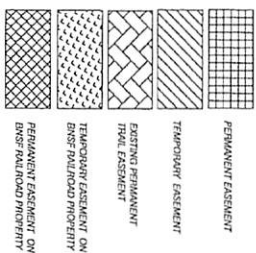


EXHIBIT A



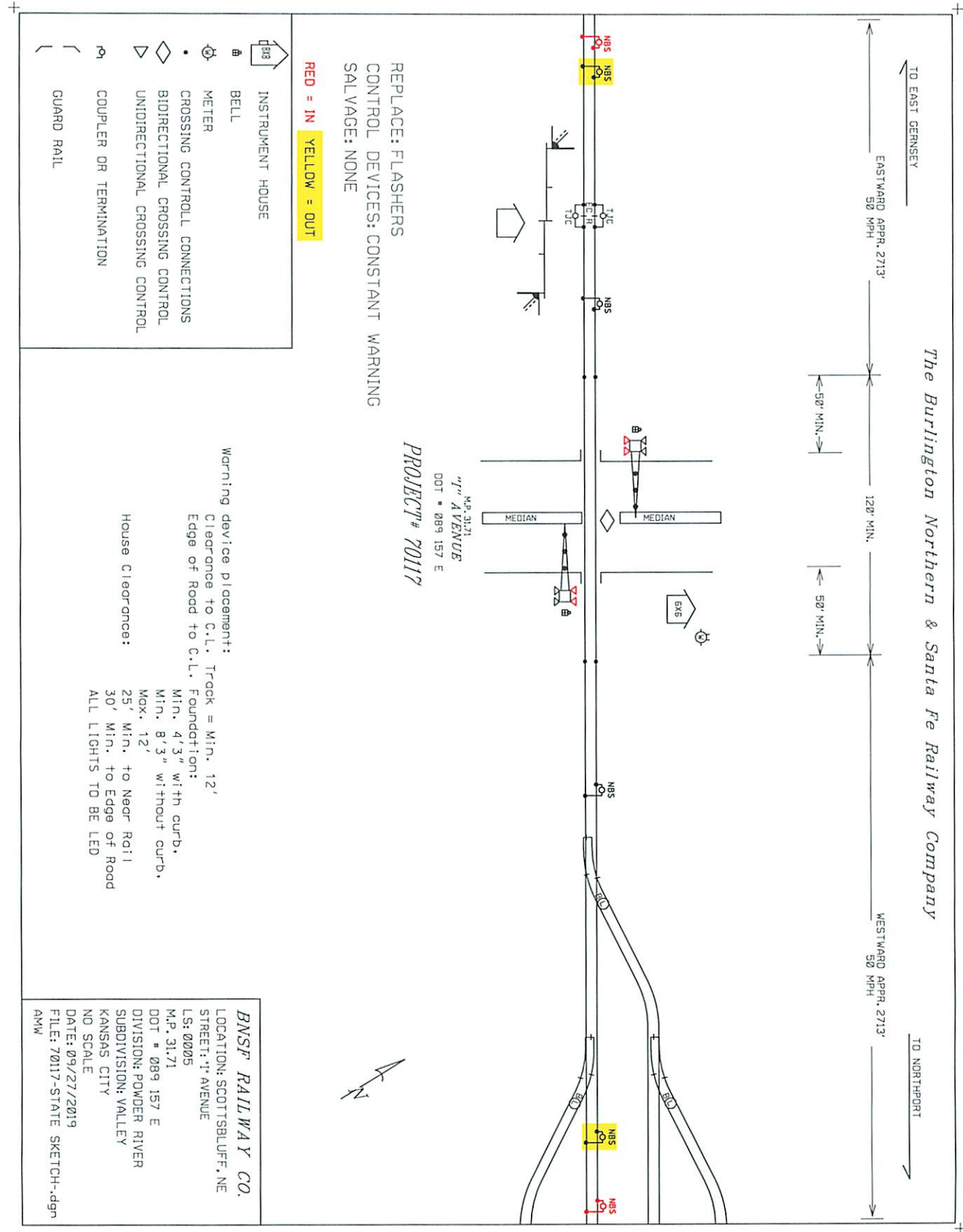


Exhibit "C"

COST ESTIMATES

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
NDOT

LOCATION SCOTTSBLUFF DETAILS OF ESTIMATE PLAN ITEM : 000297274 VERSION : 3

PURPOSE, JUSTIFICATION AND DESCRIPTION

AVE 1 - SCOTTSBLUFF NE; INSTALL FLASHERS; POWDER RIVER DIV; VALLEY SUBDIV; LS 5; MP 31.71; DOT# 089157E; SEQ# 70117.

MONTHLY POWER UTILITY COST CENTER : 61881.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.

THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

***** SIGNAL WORK ONLY *****

THE STATE OF NEBRASKA IS FUNDING 100% OF THIS PROJECT.

MAINTAIN PROPRIETARY CONFIDENTIALITY.

PRIMARY FUNDING SOURCE IS FHWA

** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

SIGNAL FIELD - INSTALL	16.0	MH	494	
PAYROLL ASSOCIATED COSTS			322	
DA OVERHEADS			536	
EQUIPMENT EXPENSES			109	
INSURANCE EXPENSES			86	
TOTAL LABOR COST			1,547	1,547

MATERIAL				

CABLE, 5C/10	70.0	FT N	131	
FLASHING LIGHT ASSY, 1 WAY BACK	2.0	EA N	733	
LED LIGHT	4.0	EA N	720	
RELAY, EOR	1.0	EA N	750	
SHUNT, NBS	2.0	EA N	1,983	
USE TAX			275	
OFFLINE TRANSPORTATION			52	
TOTAL MATERIAL COST			4,644	4,644

OTHER				

CONTRACT ENGINEERING	1.0	LS N	2,500	
TOTAL OTHER ITEMS COST			2,500	2,500
PROJECT SUBTOTAL				8,691
CONTINGENCIES				0
BILL PREPARATION FEE				87
GROSS PROJECT COST				8,778
LESS COST PAID BY BNSF				0
TOTAL BILLABLE COST				8,778

AUTHORITY FOR EXPENDITURE

LOCATION : SCOTTSBLUFF	LINE SEGMENT : 5	AFE NUMBER :
PLANITEM NUMBER : 231319001	MILEPOST : 31.71	RFA NUMBER : 5941419
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : PR	CPAR NUMBER : C0000009
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : VALLEY	BUDGET YEAR : 2019
JOINT FACILITY : NDOT	TRACK TYPE : S	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : NE	REPORTING OFFICE : 710
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : S3613

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP PRW DIV VALLEY SUB LS 5 MP 31.71 - DOT# 089157E - INSTALL 16' CROSSING SURFACE FOR NEW SIDEWALK ADJACENT TO CROSSING
- 100% BILLABLE TO NDOT

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
231319001	5	31.71	31.71	S	SCOTTSBLUFF	SCOTTSBLUFF	PUBLIC IMPROVEMENT PROJECT	2019

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	9,785	9,785
MATERIAL COSTS	0	0	0	0	5,709	5,709
OTHER COSTS	0	0	0	0	18,336	18,336
TOTALS	0	0	0	0	33,830	33,830

SYSTEM MAINTENANCE AND PLANNING
ESTIMATE REF. NUMBER: 5941419
COSTING DATE: 09/24/2019

PRINTED ON: 09/26/2019
ESTIMATED BY: ADAMS
PRINTED BY: ADAMS

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
NDOT

LOCATION SCOTTSBLUFF

DETAILS OF ESTIMATE

PLAN ITEM : 231319001

VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP PRW DIV VALLEY SUB LS 5 MP 31.71 - DOT# 089157E

INSTALL 16' CROSSING SURFACE FOR NEW SIDEWALK ADJACENT TO CROSSING - 100% BILLABLE TO NDOT

REQUESTOR: JEREMY WEGNER 9/23/2019

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$
***** LABOR *****			
REMOVE TRACK	2.04 MH	69	
REPLACE PUBLIC CROSSING - TOTAL REHAB	16.0 MH	479	
SIGNAL FIELD LABOR - CAP	16.0 MH	553	
SURFACE TRACK - REPLACEMENT - CAP	48.0 MH	1,483	
UNLOAD BALLAST - REPLACEMENT - CAP	1.0 MH	30	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	8.0 MH	240	
PAYROLL ASSOCIATED COSTS		1,863	
DA OVERHEADS		3,094	
EQUIPMENT EXPENSES		1,477	
INSURANCE EXPENSES		497	
TOTAL LABOR COST		9,785	9,785
***** MATERIAL *****			
ASPHALT IN PLACE PER TON	10.0 NT NX	1,417	
BALLAST, FOR GENERIC USE ONLY	17.0 NT **	166	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	36.0 EA **	72	
CONC 136 08-SEC WITH FILLER FOR 10' WOOD TIES **	16.0 FT **	2,592	
CONCRETE XING RAMP AND PANEL RESTRAINT,	1.0 ST **	310	
SIGNAL MATERIAL	2.0 DAY	350	
MATERIAL HANDLING		172	
ONLINE TRANSPORTATION		263	
USE TAX		311	
OFFLINE TRANSPORTATION		56	
TOTAL MATERIAL COST		5,709	5,709
***** OTHER *****			
TRAFFIC CONTROL	1.0 LS	15,000	
TOTAL OTHER ITEMS COST		15,000	15,000
PROJECT SUBTOTAL			30,494
CONTINGENCIES			3,001
BILL PREPARATION FEE			335
GROSS PROJECT COST			33,830
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			33,830

City of Scottsbluff, Nebraska

Monday, November 4, 2019

Regular Meeting

Item Reports1

Council to discuss and consider action on a proposed Operation Support Agreement received from the Riverside Zoological Foundation.

Staff Contact: Nathan Johnson, City Manager

ZOO OPERATION SUPPORT AGREEMENT

This Zoo Operation Support Agreement (“Agreement”) is made this ____ day of _____, 2019, between the City of Scottsbluff, Nebraska , a municipal corporation (“City”) and the Riverside Zoological Foundation, a non-profit corporation, d/b/a the Riverside Discover Center (“Center”).

WITNESSETH:

WHEREAS, the City was the previous owner of Riverside Zoo (“Zoo”) and all of assets related to the Zoo including, without limitation, animals, personal property, facilities, inventory, contracts, programs, plans, and all other assets of any kind or nature (“Zoo Assets”);

WHEREAS, the Zoo and Zoo Assets were transferred to Center under a prior Zoo Transition and Operation Agreement and Lease Agreement, under which the Center became responsible for ongoing operation, maintenance and management of the Zoo and Zoo Assets;

WHEREAS, the parties agree that a quality zoo must continue to be maintained and operated within the City for the benefit of the residents of the City, as well as surrounding communities and the Western Nebraska Panhandle;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements, terms and conditions hereinafter set forth, the parties agree as follows:

1. Possession of Zoo Property: The parties agree that the previous Lease Agreement between the City and the Center shall remain in full force and effect, for the remaining term of such Lease Agreement.
2. Independent Contractor: The Center is an independent contractor and shall be considered as such. The Center shall have full authority and responsibility to discharge the duties imposed upon it under this Agreement, without restrictions, other than those imposed by or pursuant to this Agreement. Neither the Center nor the City shall have the right or authority to bind the other party, without the express written authorization of such other party, to any obligation to a third party. Nothing contained in this Agreement shall constitute the parties as partners or joint ventures for any purpose, being the express intention of the parties that no such partnership or joint venture exists and that each party has only those duties to the other as specified in this Agreement.

3. Zoo Operation: The Center shall have the authority to determine, in its sole discretion, the operation, management, customer service performance standards, admission rates, policies, and all other operational matters in relation to the Zoo. The Center will also have complete authority regarding the exhibits, programs, services, and events presented, and all other matters related to the operation of the Zoo. The Center agrees to provide employees, staff and/or personnel to adequately supervise and oversee all activities at the Zoo and shall operate the Zoo with the good faith intent to maintain accreditation of the American Zoo and Aquarium Association (“AZA”).

In connection with Zoo operations, City acknowledges and agrees that any activity by City that duplicates or competes with operations and activities at the Zoo as operated by the Center would irreparably damage Center and adversely impact Center’s ability to comply with the terms of this agreement. An example is any operation of a splash pad by the City at another City facility. City therefore agrees not to engage in activities or operate facilities that duplicate or compete with like activities and facilities operated at the Zoo by the Center.

4. Funding by the City: City agrees to provide \$350,000.00 per fiscal year of the City for a period of two (2) years following the date of this Agreement. Commencing the third fiscal year following the date of this Agreement, City agrees to provide \$300,000.00 per fiscal year of the City and to continue such until the termination of this Agreement as provided hereinbelow. Such funding shall increase annually with the based on the CPI-U U.S. City Average published each September.

5. Fiscal Operation: The Center will retain all revenues earned form the Zoo’s operation, including, but not limited to, all admissions revenues, facilities or property rentals for private functions or use, parking revenues, revenues provided by the State of Nebraska, funds received from any federal or county sources, and all other revenues, funds, grants, donations or pledges in cash or in kind from any private or public sources. The Center will be responsible for compliance with all conditions of any such funds received and responsible for all audit exceptions and payback of inappropriately spent funds. All funds received by the Center must be used to further and promote the general welfare and interests of the Zoo and Zoo Assets. The Center shall be required to pay and be solely liable for the payment of all utilities, expenses, costs, audits (if any) and claims associated with the operation, management and maintenance of the Zoo and Zoo Assets. This annual financial support will be made in equal quarterly

installments at the beginning of each fiscal year, with the first payment being made on October 1 of each fiscal year and an equal payment made every four months until the contribution has been satisfied for the fiscal year. The Center shall have the right to request additional funds from the City during any fiscal year; however, the City cannot guarantee that any such request will be approved by the City Council.

6. Employment and Taxes: The Center will be required to pay all taxes and fees in relation to the operation of the Zoo, and shall obtain the appropriate insurance coverages for the Zoo and Zoo Assets. It is Center's understanding that the Zoo and Zoo Assets will be and remain exempt from real estate and personal property taxes. The Center shall also employ such employees, staff and personnel as Center deems appropriate and be responsible for all salaries, rates of pay, benefits packages, hours of work and other employment related matters.

7. Other Assistance: The Center may, in its sole discretion, enter into partnerships, collaborations or other relationships with other entities or organizations to enhance the Zoo's visitor experience, enhance operations, diversify sources of public or private funding, reduce costs, realize other benefits or operational efficiency. The Center agrees to operate, manage and maintain the Zoo and Zoo Assets with no other assistance from the City, other than the funding obligations undertaken by the City in Paragraph 4 hereinabove.

8. Representation: The Center represents and warrants that it is a Nebraska non-profit corporation and an entity described in Section 501(c)(3) of the Internal Revenue Code, as amended, and that it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement has been authorized by all necessary action, including the approval and ratification by the Center's governing body prior to the effective date of this Agreement.

The City represents and warrants that it is a Nebraska municipal corporation and it has the power and authority to execute and deliver this Agreement, and to perform its obligations, and the execution, delivery and performance of this Agreement has been authorized by all necessary action, including the approval of this Agreement by the Scottsbluff City Council.

9. Reports: The Center agrees that within sixty (60) days of the expiration of each of the Center's fiscal year, it will furnish an annual report of its activities to the Mayor and City Council for the City, and other such reports as the Mayor and City Council may from time to

time reasonably require. Such reports shall be in a form reasonably prescribed by the City and shall include the following subject matters:

- a. Number of visitors during the reporting period; and
- b. The schedule of hours of operation of the Center during the reporting period, and the average number of hours per week the Zoo was open to the public during the reporting period.

Upon reasonably notification, the Center shall submit to an annual audit performed by an auditor of the City's choice. The cost of any such audit shall be paid by the City. From time to time, the Center shall provide the City with such other information as the City may reasonably request regarding the operation of the Zoo and the Zoo Assets.

10. Indemnification: The Center expressly assumes the risk of and accepts full responsibility for any and all injuries, damages or destruction of the Zoo and Zoo Assets which may occur or be alleged to have occurred as a result of the Center's operation of the Zoo and Zoo Assets. The Center will indemnify, defend and hold the City harmless of and from any and all liability from injuries, including disease and death, to a person, or damage to property of third parties arising or claimed to have arisen out of the Center's operation and maintenance of the Zoo and Zoo Assets. The Center agrees to name the City as an additional insured on all insurance policies concerning the Zoo and Zoo Assets, and shall provide evidence of insurance upon request by the City.

11. Additional Documents: The City and the Center agree that they will execute and deliver any assignment agreements, consents, leases or similar documents which may be necessary to implement this Agreement. The Center will not have any right or authority to bind or obligate the City, nor will the City have any right or authority to bind or obligate the Center without the parties' prior written consent.

12. Default: In the event of a breach of a condition or a default by either party to this Agreement, then the party that is not in default or breach shall give written notice to the other party of such default or breach which party shall have thirty (30) days to cure such default or breach or, if the default or breach is of such a nature that it cannot be cured within such period, good faith attempt to cure has been commenced within such period, and may terminate this Agreement by providing the other party with written notice delivered thirty (30) days prior to the

effective date of the termination. Notices shall be sent via U.S. mail, certified, return receipt requested to the following:

To the Center: Riverside Zoological Foundation
 1600Beltline Highway W.
 Scottsbluff, Nebraska 69361

To the City: City Manager
 1818 Avenue A
 Scottsbluff, Nebraska 69361

13. Termination: This Agreement shall terminate upon the occurrence of the following events:

- a. The expiration of the Lease Agreement;
- b. The termination of the Lease Agreement pursuant to any default provision within such Lease Agreement;
- c. The expiration of five (5) years following a loss of the Center's AZA Accreditation, if such AZA Accreditation is not re-acquired within such five (5) year period. For the purposes of determining at which point AZA Accreditation is lost, it shall be limited to an express revocation of Accreditation and shall not include "tabling" or any other postponement to the reissuance of Accreditation.
- d. The Center's cessation of Zoo operation.

14. Full Agreement: This Agreement is and shall be deemed to be the complete and final express between the parties as to the matters contained herein, and supersedes any previous understandings, dealings and communications, including negotiations, discussions, representations, warranties, information, documents and agreements among the parties pertaining to such matters. This Agreement shall not be modified or amended, except pursuant to a written agreement signed by both parties. Any waiver of any party's rights or obligations under this Agreement must be made in writing and must be signed by the party against which such waiver is to be enforced. No party's failure to exercise a right or to invoke a remedy in any particular circumstance shall be construed as a waiver of such right or remedy, and no waiver by either party of any right or remedy in one situation shall constitute a waiver of such party's rights or remedies in any other subsequent situation.

15. Governing Law: This Agreement is governed by and will be construed in accordance with the laws of the State of Nebraska.

16. Assignment: The Center shall not assign its rights, interests, or obligations under this Agreement without the prior written consent of the City. This is not intended to limit the right of the Center to enter into subcontracts, joint ventures, or joint development agreements for the performance of portions of Center's obligations in this Agreement, but the Center will remain responsible to the City for the performance of all of its obligations under this Agreement.

17. Binding Agreement: This Agreement shall be binding upon the Center, its successors and assigns by merger, sale, transfer, consolidation and lease of either party, and it shall not be modified altered or changed in any respect whatsoever by a change of ownership.

IN WITNESS WHEREOF, the parties hereto have adopted this Agreement as of the date first set forth above.

Riverside Discovery Center
Statement of Financial Position

	9/30/2018	9/30/2019	Budget 9/30/2020
Cash	(45,322.73)	213,091.05	156,913.65
Other Current Assets			
Accounts Receivable	3,880.07	16,427.49	-
Inventory	11,102.00	17,758.96	15,000.00
Total Other Current Assets	14,982.07	34,186.45	15,000.00
Property, Plant and Equipment			
Land	25,000.00	25,000.00	25,000.00
Construction in Progress	64,900.00	108,254.61	693,754.61
Buildings & Improvements	3,409,251.22	3,409,251.22	3,409,251.22
Accumulated Depreciation	(2,046,019.21)	(2,163,549.42)	(2,281,079.63)
Total PP&E	1,453,132.01	1,378,956.41	1,846,926.20
Other Assets	1,381.37	1,381.37	1,381.37
Total Assets	<u>1,424,172.72</u>	<u>1,627,615.28</u>	<u>2,020,221.22</u>
Current Liabilities			
Accounts Payable	-	-	-
Other Liabilities	4,733.29	3,527.49	3,527.49
Total Current Liabilities	4,733.29	3,527.49	3,527.49
Long-Term Liabilities	84,764.48	177,758.47	517,758.47
Total Liabilities	89,497.77	181,285.96	521,285.96
Unrestricted Net Assets	229,390.36	341,044.73	393,650.67
Permanently Restricted Net Assets	1,105,284.59	1,105,284.59	1,105,284.59
	<u>1,334,674.95</u>	<u>1,446,329.32</u>	<u>1,498,935.26</u>
Liabilities and Net Assets	<u>1,424,172.72</u>	<u>1,627,615.28</u>	<u>2,020,221.22</u>

Riverside Discovery Center
Statement of Activities for Budget

	9/30/2018	9/30/2019	Budget 9/30/2020
Support Income			
Direct Public Support	47,364.62	141,976.24	104,600.00
Restricted Support	76,857.02	127,948.57	75,000.00
Government Contracts	350,000.00	351,100.00	400,000.00
	<u>474,221.64</u>	<u>621,024.81</u>	<u>579,600.00</u>
 Merchandise Sales	 48,072.77	 50,110.02	 57,000.00
 Admission Income			
Annual Memberships	48,636.72	64,393.91	65,000.00
Adult Admission	87,599.44	68,209.67	75,200.00
Child Admission	27,777.97	22,543.58	28,080.00
Toddler Admission	912.75	6,334.01	6,500.00
Group Admission	16,185.19	15,507.05	15,000.00
Senior Admission	7,978.19	7,837.53	7,000.00
	<u>189,090.26</u>	<u>184,825.75</u>	<u>196,780.00</u>
 Other Income			
Rent Income	5,533.00	3,009.00	2,750.00
Special Events	18,943.00	62,437.80	58,800.00
Education	29,063.74	9,789.75	10,050.00
Investment Income	115.14	326.51	200.00
Other Income	9,942.89	19,992.97	6,670.00
	<u>63,597.77</u>	<u>95,556.03</u>	<u>78,470.00</u>
 Total Revenue	 774,982.44	 951,516.61	 911,850.00
 Cost of Goods Sold	 <u>13,271.70</u>	 <u>11,827.18</u>	 <u>16,500.00</u>
 Gross Profit	 761,710.74	 939,689.43	 895,350.00
 Animal Care			
Other Animal Expenses	15,628.31	30,404.64	6,300.00
Animal Diet	54,222.41	48,974.69	50,350.00
Veterinary	9,752.15	12,712.12	13,100.00
	<u>79,602.87</u>	<u>92,091.45</u>	<u>69,750.00</u>
 Contract Services	 33,381.10	 21,748.00	 24,600.00

Facilities and Equipment			
Depreciation	125,511.61	117,530.21	117,530.21
Repairs and Maintenance	26,301.83	20,574.22	27,750.00
Facility Supplies	9,505.30	6,881.72	7,350.00
Taxes and Licenses	<u>1,370.31</u>	<u>220.85</u>	<u>650.00</u>
	162,689.05	145,207.00	153,280.21
Operating Expenses			
Operating supplies	4,251.04	2,767.66	3,850.00
Dues and Subscriptions	7,073.60	7,055.63	8,000.00
Donations	730.00	-	1,500.00
Utilities	80,073.86	64,385.76	71,050.00
Merchant Fees	7,008.55	6,257.92	6,200.00
Other Expense	9,203.36	2,862.31	5,300.00
Advertising Expense	5,277.57	5,377.75	8,000.00
Interest Expense	3,968.31	10,441.48	9,000.00
Travel and Meetings	4,614.73	2,580.84	2,500.00
Insurance	<u>34,511.04</u>	<u>33,115.27</u>	<u>32,750.00</u>
	156,712.06	134,844.62	148,150.00
Payroll Expenses			
Salaries and Wages	385,744.33	366,363.85	380,363.85
Employee Benefits	51.14	-	-
Payroll Taxes	30,808.71	28,938.77	30,000.00
Workers Comp	28,169.00	31,035.00	28,500.00
Uniforms	<u>1,150.24</u>	<u>448.10</u>	<u>1,200.00</u>
	445,923.42	426,785.72	440,063.85
Special Events Expense	2,462.29	7,258.27	6,400.00
Investment Expense	300.00	100.00	400.00
Grant Expense	<u>99.00</u>	<u>-</u>	<u>100.00</u>
Total Expenses	<u>881,169.79</u>	<u>828,035.06</u>	<u>842,744.06</u>
Net Profit	<u>(119,459.05)</u>	<u>111,654.37</u>	<u>52,605.94</u>
Net without Depreciation	6,052.56	229,184.58	170,136.15

City of Scottsbluff, Nebraska

Monday, November 4, 2019

Regular Meeting

Item Reports2

Council to discuss and consider action on a Lease Extension Agreement with Mail Finance for the Police Department and authorize the Mayor to sign the Agreement.

Staff Contact: Kevin Spencer, Police Chief

Agenda Statement

Item No.

For meeting of: November 4, 2019

AGENDA TITLE: MailFinance – Lease extension Agreement

SUBMITTED BY DEPARTMENT/ORGANIZATION: Police Department

PRESENTATION BY: Nathan Johnson, City Manager and Kevin E. Spencer, Chief of Police

SUMMARY EXPLANATION:

This agreement extends Customer's existing lease, referenced by the Lease #, and with MailFinance Inc., as assignee of Hasler Financial Services, LLC and Neopost Leasing, Inc. ("MailFinance). Except as otherwise provided herein, the terms of the existing lease shall continue in full force and effect. In the event of a conflict between the existing lease and this agreement, the provisions of this agreement shall control.

This agreement becomes effective upon the expiration of the current term of our existing lease. We agree that this agreement is NON-CANCELABLE for the entire term set forth. After the expiration of the term, this agreement shall automatically renew on a month-to-month basis (each a "Renewal Period") at the lease payment and frequency set forth. We may terminate this agreement at the end of the term or at the end of any monthly renewal period by notifying MailFinance in writing of its desire to terminate no later than thirty (30) days prior to the expiration of the extension period or any future monthly renewal.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS

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

Other (specify) Attached form and signature areas

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev 3/1/99CClerk

Customer Bill to Information:			Payment Information:	
Company: Scottsbluff Police Department			Model #: IS350RFP	
Address: 1801 Avenue B			Customer #: 60538522	
City Scottsbluff	State: NE	Zip: 69361	Existing Lease #: N14121018	
Contact: Crystal Wilson			Term: 36	
Phone: (308)630-6261			Choose New Billing Cycle: Monthly ☐ Quarterly ☒	
Fax: (308)632-2916			Monthly Lease payment: \$73.19	

E-mail:
cwilson@scottsbluff.org

Terms & Conditions:

This Agreement extends Customer's existing lease, referenced by the Lease Number above, and with MailFinance Inc., as assignee of Hasler Financial Services, LLC and Neopost Leasing, Inc. ("MailFinance"). Except as otherwise provided herein, the terms of the existing lease shall continue in full force and effect. In the event of a conflict between the existing lease and this Agreement, the provisions of this Agreement shall control.

This Agreement becomes effective upon the expiration of the current term of your Existing Lease. Customer agrees that this Agreement is NON-CANCELABLE for the entire Term set forth above. After the expiration of the Term, this Agreement shall automatically renew on a month-to-month basis (each an "Renewal Period") at the Lease Payment and frequency set forth above. Customer may terminate this Agreement at the end of the Term or at the end of any Monthly Renewal period by notifying MailFinance in writing of its desire to terminate no later than thirty (30) days prior to the expiration of the extension period or any future Monthly Renewal.

Customer Acknowledgement:

Customer understands and agrees to comply with the terms and conditions of this Agreement. The undersigned is authorized to sign this Agreement on behalf of the Customer identified above.

Customer Signature:

Date:

Print Name/Title:

For Internal Use Only:

By: _____ Date: _____

City of Scottsbluff, Nebraska

Monday, November 4, 2019

Regular Meeting

Item Reports3

Council to discuss and consider action on the Scotts Bluff County Mutual Aid Association Mutual Aid Agreement and authorize the Mayor to sign the agreement.

Staff Contact: Thomas Schingle, Fire Chief

Agenda Statement

Item No.

For Meeting of: 4 November 2019

AGENDA TITLE: An agreement between the City of Scottsbluff Fire Department and the mutual-aid agencies of Banner County Fire Department, Gering Fire Department, Gering Valley Rural Fire Protection District, Henry Fire Department, Hemingford Fire Department, Kiowa Rural Fire Protection District, Lyman Fire Department, McGrew Rural Fire Protection District, Mitchell Fire Department, Mitchell Rural Fire District, Minatare Rural Fire District, Morrill Fire Department, Sheep Creek and Farmers Rural Fire Protection District, Scottsbluff Rural Fire Protection District, Scotts Bluff County Consolidated Communications Center, Torrington Fire Department, U.S. Fish and Wildlife, and Western Nebraska Regional Airport Crash Rescue.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Scottsbluff Fire Department on behalf of the Scotts Bluff County Mutual Aid Association

PRESENTATION BY: Tom Schingle

SUMMARY EXPLANATION: The mutual-aid agreement between agencies in Scotts Bluff and Banner Counties and Torrington, Wyoming, has not been updated since 1980. This agreement states that, when available, we will assist each other with providing emergency services. Hemingford Fire Department asked to join the Association and it was determined that an update to the agreement is warranted.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Approve and authorize the Mayor to sign

EXHIBITS

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

Other (specify) Mutual-Aid Agreement

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

Tom Schingle

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

**SCOTTS BLUFF COUNTY MUTUAL AID ASSOCIATION
MUTUAL AID AGREEMENT**

For the purpose of better insuring the safety of the lives and property of our citizens from fire loss, medical emergencies and natural disasters – the communities and rural fire protection districts of Scotts Bluff County, Nebraska and adjoining jurisdictions including their official signature(s), pledge our mutual cooperation in fighting fires and other emergencies which assume or threaten to assume proportions beyond the capacity of the fire defenses and/or emergency capabilities of any individual town or rural fire protection district, or of any community or mutual aid association adjoining the Scotts Bluff County Mutual Aid Association from which a request for assistance has been made; to this purpose we pledge our assistance to each other in the use of fire apparatus, firefighters, fire officials, fire equipment, emergency medical services equipment, and any other item(s) of fire defense and/or emergency medical services equipment required to control a fire or emergency – whatever may be its cause. This mutual aid agreement and area shall be known as the Scotts Bluff County Mutual Aid Association.

The services performed and expenditures made under this agreement shall be deemed for public and governmental purposes. All immunities from liability and exemptions enjoyed by the local political subdivisions and its fire personnel and rescue personnel, within its boundaries shall extend to its participation in rendering mutual aid under this agreement outside its boundaries unless otherwise provided by law. To the extent permitted by law, each party to this agreement waives any and all claims against all the other parties hereto which may arise out of their activities outside their respective jurisdictions while rendering aid under this agreement, and indemnifies and saves harmless the other parties to this agreement from all claims by third parties for property damage or personal injury which may arise out of the activities of the other parties of this agreement outside their respective jurisdictions while rendering aid under this agreement.

Fire personnel and rescue personnel rendering assistance under this agreement shall do so under the direction and control of the appropriate official designated by the jurisdiction requesting the aid.

This agreement shall remain in effect as to all of the parties until terminated by any of the parties hereto upon thirty (30) days written notice setting forth the date of such termination; withdrawal from this agreement by one party shall not terminate this agreement among the remaining parties.

In earnest of our intention to extend our full cooperation, we affix the signatures of our Executive Official, the Chief of the Fire Department, President of the Rural Fire Protection District and our official seal.

This agreement supersedes the original agreement of 1980.

BANNER COUNTY FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

GERING FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

GERING VALLEY RURAL FIRE PROTECTION DISTRICT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

HENRY FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

HEMINGFORD FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

KIOWA RURAL FIRE PROTECTION DISTRICT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

LYMAN FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

MCGREW RURAL FIRE PROTECTION DISTRICT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

MITCHELL FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

MITCHELL RURAL FIRE DISTRICT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

MINATARE RURAL FIRE DISTRICT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

MORRILL FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

SHEEP CREEK AND FARMERS RURAL FIRE PROTECTION DISTRICT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

SCOTTSBLUFF CITY FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

SCOTTSBLUFF RURAL FIRE PROTECTION DISTRICT

Dated this 17 of OCTOBER, 2019

Rusty Schupp
Signature

Paul Reisig
Signature

Rusty Schupp Chief
Printed name and title

PAUL REISIG, PRESIDENT
Printed name and title

SCOTTS BLUFF COUNTY CONSOLIDATED COMMUNICATIONS CENTER

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

TORRINGTON FIRE DEPARTMENT

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

U.S. FISH AND WILDLIFE

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

WESTERN NEBRASKA REGIONAL AIRPORT CRASH RESCUE

Dated this ____ of _____, 20__

Signature

Signature

Printed name and title

Printed name and title

City of Scottsbluff, Nebraska

Monday, November 4, 2019

Regular Meeting

Item Reports4

Council to discuss and consider action on Franchise Agreements with Spectrum Mid-America, LLC and Allo Communications, LLC and authorize the Mayor to sign the Agreements.

Staff Contact: Nathan Johnson, City Manager

FRANCHISE AGREEMENT

This Franchise Agreement is made on _____, 2019 between the City of Scottsbluff, Nebraska (the "City") and Spectrum Mid-America, LLC (the "Cable Operator").

Recitals:

- a. The Cable Operator is providing Cable Service to the residents of the City pursuant to an existing franchise, as extended.
- b. The Cable Operator has made a request to the City that its franchise be renewed (the "Franchise");
- c. The City has completed proceedings (1) to identify the future cable-related community needs and interests, and (2) to review the performance of the Cable Operator under the current franchise;
- d. The public has had adequate notice and opportunity to comment on the Cable Operator's request for renewal of its franchise;
- e. This Franchise is given pursuant to Chapter 11 Article 5 of the Scottsbluff Municipal Code entitled "Cable Television" (referred to in this Agreement as the "Cable Ordinances"). Capitalized terms which are not otherwise defined in this Agreement shall have the same meaning as provided for in the Cable Ordinances; and
- f. The Cable Operator has demonstrated and the City has determined that the Cable Operator has the legal, financial and technical ability to effectuate its continued operation of a Cable System.

Agreement:

1. **Grant:** The City grants to the Cable Operator a nonexclusive franchise (the "Franchise") which authorizes the Cable Operator to construct, operate and maintain a Cable System within the City pursuant to the Cable Ordinances, to include the use of Public Ways and Easements. Nothing in this Franchise shall be construed to prohibit the Cable Operator from offering any service over its Cable System that is not prohibited by federal, state or local law.
2. **Term:** This Franchise shall be considered effective as of January 1, 2020, and shall expire on December 31, 2029.
3. **Public Service:** Subject to applicable law, the Cable Operator shall continue to provide, at no cost, one outlet of Basic Cable Service to those public buildings identified on the attached Exhibit A. The Cable Operator may provide additional Services to schools and libraries on a voluntary basis.

4. **Cable Ordinances:** The Cable Operator agrees to comply with all provisions of the Cable Ordinances in existence as of this date. In addition, the Cable Operator agrees to comply with the terms of any generally applicable local ordinances necessary to the safety, health, and welfare of the public, to the extent that the provisions of such ordinances do not have the effect of limiting the benefits or expanding the obligations of the Cable Operator. This Franchise is a contract and except as to those changes which are the result of the City's lawful exercise of its general police power, the City may not take any unilateral action which materially changes the terms of this Franchise, to include changes in the Cable Ordinances after this date which are not accepted in writing by the Cable Operator. Any changes to this Franchise must be made in writing signed by the Cable Operator and the City. In the event of any conflict between this Franchise and any City ordinance or regulation, including the Cable Ordinance, this Franchise shall control. Any determination by the City regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

5. **Assignment:** Unless permitted under the Cable Ordinances, the Cable Operator shall not assign the Franchise without the written consent of the City after compliance with the applicable assignment of Franchise provisions of the Cable Ordinances.

6. **Renewal or Extension:** Proceedings concerning renewal or extension of this Franchise shall be conducted according to the appropriate renewal or extension provisions of the Cable Ordinances and any applicable Federal law, rule or regulation.

7. **Notices:** Any notices or other communications to the City or the Cable Operator shall be in writing and shall either be delivered to each party's contact person by personal service with signed receipt of delivery, certified or registered mail, return receipt requested, or by recognized overnight delivery service with receipt verification, to the addresses set out below, or electronic mail communication to the designated email address provided for below, or to such other address(es) as the City or the Cable Operator 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
Att: City Clerk
kwright@scottsbluff.org

With a copy to:

Simmons Olsen Law Firm, P.C.
1502 2nd Avenue
Scottsbluff, NE 69361
Att: Kent Hadenfeldt
khadenfeldt@simmonsolsen.com

b. If to the Cable Operator:

Charter Communications
5400 S 16th Street
Lincoln, NE 68512
Attn: Director, Government Affairs
Jeremiah.blake@charter.com

With a copy to:

Charter Communications
601 Massachusetts Avenue NW, Suite 400
Washington, DC 20001
Att: Senior Vice President, State Government Affairs

8. General Provisions:

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

b. This Franchise and the Cable Ordinance constitutes the entire agreement between the City and the Cable Operator concerning its subject matter, and supercedes any prior agreements or understandings between the parties.

c. The City's failure to enforce any provision of this Franchise or the Cable Ordinances on any one or more occasions, shall not excuse the Cable Operator from complying with this Franchise and the Cable Operator.

d. This Franchise (i) may be executed in one or more counterparts, each of which may be considered as an original; (ii) shall be construed according to the laws of Nebraska and the United States, where applicable; (iii) contains the entire agreement of the Parties concerning its subject matter, and (iv) shall be binding on the successors and assigns of the parties.

[signatures on following page]

**Signature Page to Franchise Agreement between the City of Scottsbluff, Nebraska
and Spectrum Med-America, LLC**

City of Scottsbluff, Nebraska

By: _____
Mayor

Attest:

City Clerk

Spectrum Mid-America, LLC

By: _____

Title: _____

EXHIBIT A

City Hall, 2525 Circle Drive
Public Safety, 1801 Avenue B
Public Works, 1105 3rd Avenue

FRANCHISE AGREEMENT

This Franchise Agreement is made on _____, 2019 between the City of Scottsbluff, Nebraska (the "City") and Allo Communications, LLC (the "Cable Operator").

Recitals:

- a. The Cable Operator is providing Cable Service to the residents of the City pursuant to an existing franchise, as extended.
- b. The Cable Operator has made a request to the City that its franchise be renewed (the "Franchise");
- c. The City has completed proceedings (1) to identify the future cable-related community needs and interests, and (2) to review the performance of the Cable Operator under the current franchise;
- d. The public has had adequate notice and opportunity to comment on the Cable Operator's request for renewal of its franchise;
- e. This Franchise is given pursuant to Chapter 11 Article 5 of the Scottsbluff Municipal Code entitled "Cable Television" (referred to in this Agreement as the "Cable Ordinances"). Capitalized terms which are not otherwise defined in this Agreement shall have the same meaning as provided for in the Cable Ordinances; and
- f. The Cable Operator has demonstrated and the City has determined that the Cable Operator has the legal, financial and technical ability to effectuate its continued operation of a Cable System.

Agreement:

1. **Grant:** The City grants to the Cable Operator a nonexclusive franchise (the "Franchise") which authorizes the Cable Operator to construct, operate and maintain a Cable System within the City pursuant to the Cable Ordinances, to include the use of Public Ways and Easements. Nothing in this Franchise shall be construed to prohibit the Cable Operator from offering any service over its Cable System that is not prohibited by federal, state or local law.
2. **Term:** This Franchise shall be considered effective as of January 1, 2020, and shall expire on December 31, 2029.
3. **Public Service:** Subject to applicable law, the Cable Operator shall not provide any outlets of Basic Cable Service to public buildings of the City at this time. The Cable Operator may provide Services to schools and libraries on a voluntary basis or to the City in the future.

4. **Cable Ordinances:** The Cable Operator agrees to comply with all provisions of the Cable Ordinances in existence as of this date. In addition, the Cable Operator agrees to comply with the terms of any generally applicable local ordinances necessary to the safety, health, and welfare of the public, to the extent that the provisions of such ordinances do not have the effect of limiting the benefits or expanding the obligations of the Cable Operator. This Franchise is a contract and except as to those changes which are the result of the City's lawful exercise of its general police power, the City may not take any unilateral action which materially changes the terms of this Franchise, to include changes in the Cable Ordinances after this date which are not accepted in writing by the Cable Operator. Any changes to this Franchise must be made in writing signed by the Cable Operator and the City. In the event of any conflict between this Franchise and any City ordinance or regulation, including the Cable Ordinance, this Franchise shall control. Any determination by the City regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

5. **Assignment:** Unless permitted under the Cable Ordinances, the Cable Operator shall not assign the Franchise without the written consent of the City after compliance with the applicable assignment of Franchise provisions of the Cable Ordinances.

6. **Renewal or Extension:** Proceedings concerning renewal or extension of this Franchise shall be conducted according to the appropriate renewal or extension provisions of the Cable Ordinances and any applicable Federal law, rule or regulation.

7. **Notices:** Any notices or other communications to the City or the Cable Operator shall be in writing and shall either be delivered to each party's contact person by personal service with signed receipt of delivery, certified or registered mail, return receipt requested, or by recognized overnight delivery service with receipt verification, to the addresses set out below, or electronic mail communication to the designated email address provided for below, or to such other address(es) as the City or the Cable Operator 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
Att: City Clerk
kwright@scottsbluff.org

With a copy to:

Simmons Olsen Law Firm, P.C.
1502 2nd Avenue
Scottsbluff, NE 69361
Att: Kent Hadenfeldt
khadenfeldt@simmonsolsen.com

- b. If to the Cable Operator:

Allo Communications, LLC
330 S. 21st Street
Lincoln, NE 68510
Attn: Brad Moline, President

With a copy to:

Allo Communications, LLC
121 S. 13th Street
Lincoln, Nebraska 68508
Attn: Legal Department

8. General Provisions:

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

b. This Franchise and the Cable Ordinance constitutes the entire agreement between the City and the Cable Operator concerning its subject matter, and supercedes any prior agreements or understandings between the parties.

c. The City's failure to enforce any provision of this Franchise or the Cable Ordinances on any one or more occasions, shall not excuse the Cable Operator from complying with this Franchise and the Cable Operator.

d. This Franchise (i) may be executed in one or more counterparts, each of which may be considered as an original; (ii) shall be construed according to the laws of Nebraska and the United States, where applicable; (iii) contains the entire agreement of the Parties concerning its subject matter, and (iv) shall be binding on the successors and assigns of the parties.

[signatures on following page]

**Signature Page to Franchise Agreement between the City of Scottsbluff, Nebraska
and Allo Communications, LLC**

City of Scottsbluff, Nebraska

By: _____
Mayor

Attest:

City Clerk

Allo Communications, LLC

By: _____

Title: _____