

CITY OF SCOTTSBLUFF
Scottsbluff City Council Chambers
2525 Circle Dr., Scottsbluff, NE 69361
CITY COUNCIL AGENDA

Regular Meeting
November 16, 2015
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Consent Calendar (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.):
 - a) Approve the minutes of the November 2, 2015 Regular Meeting.
 - b) Acknowledge receipt of a liability claim from Melanie Schanaman which has been submitted to the city's insurance company.
 - c) Acknowledge receipt of a liability claim from Wayne Bates which has been submitted to the city's insurance company.
 - d) Set a public hearing for December 7, 2015 at 6:05 p.m. to consider a Class I liquor license application from The Shed, 18 East 16th St., Scottsbluff.
 - e) Set a public hearing for December 7, 2015 at 6:05 p.m. to consider the purchase of the property located at 1303 East Overland.
 - f) Council to set a special meeting for the purpose of conducting a goal setting session on November 30, 2015 at 6:00 p.m. to be held at the Platte Valley Professional Center, 1110 Circle Drive, Pioneer Meeting Room, Scottsbluff, NE.
7. Claims:
 - a) Regular claims
8. Public Hearings:
 - a) Council to conduct a public hearing at 6:05 p.m. to consider a Class C liquor license application from The Stomping Ground LLC dba Shots Bar & Grill, 1722 Broadway, Scottsbluff.

- b) Council to consider the recommendation of Chad Leeling as manager of the Shots Bar and Grill liquor license.
9. Petitions, Communications, Public Input:
- a) Council to consider making a recommendation to the Nebraska Liquor License Commission regarding the appointment of Tory W. Reding as the manager of the Safeway Liquor License.
10. Reports from Staff, Boards & Commissions:
- a) Council discussion and instructions to staff regarding the process to fill the vacated City Council position.
 - b) Council to authorize the City of Gering to use mutual funds for the purchase of a solid waste grinder.
 - c) Council to consider a tower lease agreement with Nex-Tech Wireless, LLC to lease space on the Coke water tower located at 17th Street and 21st Ave., and authorize the Mayor to execute the agreement.
11. Resolution & Ordinances:
- a) Council to consider an Ordinance text change regarding placement of alleys in commercial zones (second reading).
 - b) Council to consider an Ordinance amending the utility rates (second reading).
12. Executive Session
- a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
13. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
14. Council reports (informational only):
15. Scottsbluff Youth Council Representative report (informational only):
16. Adjournment.

City of Scottsbluff, Nebraska
Monday, November 16, 2015
Regular Meeting

Item Consent1

Approve the minutes of the November 2, 2015 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

The Scottsbluff City Council met in a regular meeting on Monday, November 2, 2015 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 30, 2015, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in city hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the city's website on October 30, 2015. An agenda kept continuously current was available for public inspection at the office of the City Clerk at all times from publication of the notice to the time of the meeting.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Jordan Colwell, Randy Meininger, Raymond Gonzales, and Scott Shaver. Absent: None.

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

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

1. "The minutes of the October 19, 2015 Regular Meeting be approved,"
2. "The liability claim from Linda Glandt be acknowledged, which has been forwarded to the city's insurance company,"
3. "The liability claim from Makala Snover be acknowledged, which has been forwarded to the city's insurance company,"
4. "A public hearing be set for November 16, 2015 at 6:05 p.m. to consider a Class C liquor license application from The Stomping Ground LLC DBA Shots Bar & Grill, 1722 Broadway, Scottsbluff,"
5. "The emergency item at the October 19, 2015 Council meeting authorizing payment to Infinity Construction in the amount of \$169,875.34 for Paving District 312 be ratified," "YEAS", Colwell, Meininger, and Gonzales, "NAYS" Shaver. Absent: None.

Moved by Council Member Shaver, seconded by Council Member Colwell, "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated November 2, 2015, as on file with the City Clerk and submitted to the City Council," "YEAS", Gonzales, Colwell, Meininger, and Shaver. "NAYS" None. Absent: None.

CLAIMS

ACTION COMMUNICATIONS INC.,PORTABLE 800 RADIO,2438; AIRGAS USA, LLC,DEPT SUPPLIES,1902.33; ALAMAR CORP,24 SHIRTS,736.14; AMAZON.COM HEADQUARTERS,

MISC.,838.03; ANTHONY J MURPHY,MURPHY TO FLST TRAINING- FUEL COST,108.05; AUTOZONE STORES, INC,EQUIP MAINT,64.13; B & H INVESTMENTS, INC,DEPT SUPPLIES,196.5; B&C STEEL CORPORATION,DEPT SUPP,7.86; BAKER & ASSOCIATES INC,CLEVELAND FIELD IMPROVEMENTS,1515; BLUFFS SANITARY SUPPLY INC.,JANITORIAL SUPP,618.05; BROWN'S SHOE FIT CO,UNIFORMS & CLOTHING,332; CAPITAL BUSINESS SYSTEMS INC.,CONTRACTUAL,97.6; CARLSON, DEBRA,REIM,216.5; CELLCO PARTNERSHIP,TELEPHONE,662.4; CEMENTER'S INC,CONCRETE,2115; CHRIS REYES,DEPT SUPP,678.5; CITIBANK N.A.,SUPPLIES,2296.33; CITIBANK, N.A.,VEHICLE REPAIR SUPPLIES,47.39; CITY OF SCB,LEGAL FEES,49.09; CLARK PRINTING LLC,SPECIAL PROJECT,402.11; CLEMENS JERRY,TREE REBATE,149.99; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,LIFE INS,48.7; COMMUNITY HEALTH-RWMC,HEP B SHOT,92.6; CONTINUUM EAP,CONTRACTUAL SERVICES,5500; CONTRACTORS MATERIALS INC.,DEPT SUPP,404.25; CONWED PLASTICS ACQUISITION COMPANY V LLC,DEPT SUPPLIES,378; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACHMENT,222.16; CRESCENT ELECT. SUPPLY COMP INC,FLOR BULBS,532.92; CROSSROADS MUSIC LLC,DEPT SUPPL,644.93; CYNTHIA GREEN,DEPT SUPP,217.6; D & H ELECTRONICS INC.,ELECT. SUPP,24.82; DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,2811.38; DANKO EMERGENCY EQUIPMENT COMPANY,BOOTS/GLOVES AND LIGHT BOXES,1915.4; DEMCO, INC,DEP SUP,978.77; DIAMONDBACK ENGINEERING & SURVEYING, INC,CONTRACT SERVICES,6925; DIGITAL HIGHWAY, INC,POWER CORD,41.5; DILLMAN NANCY,DEPT SUPP,47.07; DIVE RESCUE, INC,COLD WEATHER DIVE GEAR,3072.05; DUANE E. WOHLERS,DISPOSAL FEES,900; ECOVERSE INDUSTRIES, LTD,CHEMICALS,1100; ELLIOTT EQUIPMENT COMPANY INC.,DEPT SUPPLIES,6029.16; EMBLEM'S INC,200 UNIFORM PATCHES,240; FAT BOYS TIRE AND AUTO,TIRES FOR 1 TON,2846.26; FEDERAL EXPRESS CORPORATION,POSTAGE,84.95; FLOYD'S TRUCK CENTER, INC,VEHICLE MTNC,1032.81; FORCE AMERICA DISTRIBUTING LLC,PARTS FOR D. TRUCK,341.71; FUN EXPRESS, LLC,DEPT SUPP,20.34; FYR-TEK INC,AIR COMPRESSOR REPAIRS,2468.65; GARTON, LYNN,SCHOOL & CONF,83; GENERAL ELECTRIC CAPITAL CORPORATION,96 CAR SEATS,4557.11; GENERAL TRAFFIC CONTROLS, INC,REPAIR CAMERA AT I & W. OVERLAND,135.21; H D SUPPLY WATERWORKS LTD,METERS,1307.78; HAWKINS, INC.,CHEMICALS,1529.75; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,6104.91; HEILBRUN'S INC.,PALLET OF OIL DRY,1734.92; HICKOX KEVIN,UNIFORMS & CLOTHING,126.11; HIGH PLAINS SCUBA,EQUIPMENT REPAIRS,281.11; HOA SOLUTIONS, INC,EQUIP MAINT,185.91; HOLIDAY INN - MID TOWN,ROOM FOR TWO STAFF-FOUR NIGHTS,371.8; HULLINGER GLASS & LOCKS INC.,GROUNDS MAINT,13.75; HYDRONIC WATER MANAGEMENT,EQUIP. MAIN.,570; HYDROTEX PARTNERS, LTD,VEHICLE MAINT,1439.34; I C M A,MEMBERSHIP,563.47; ICMA RETIREMENT TRUST-457,DEF COMP,1325.14; IDEAL LAUNDRY AND CLEANERS, INC.,SUPP - MATS, TOWELS, CVRLLS,358.85; INDEPENDENT PLUMBING AND HEATING, INC,GROUND MAINT,6.08; INGRAM LIBRARY SERVICES INC,BKS,72.84; INTERNAL REVENUE SERVICE,WITHHOLDINGS 10-2,59348.47; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL,109.9; J G ELLIOTT CO.INC.,PUBLIC OFFICIAL BOND - R. MEININGER,100; JACOBS AUTO GLASS,VEHICLE MAINT,165; JOHN DEERE

FINANCIAL,DEPT SUPP,918.68; JOHN DEERE FINANCIAL,UNIFORMS & CLOTHING,88.97; JOHN DEERE FINANCIAL,CONTRACTUAL,1828.13; JOLLIFFE FUNERAL HOME,DEPT SUPP,45; KEMBEL SAND & GRAVEL COMPANY,DEPT SUPP,121.35; KENT NEWS,MG SBSCRIPS,179.73; KOIS BROTHERS EQUIPMENT CO INC,DEPT SUPPLIES,1198.98; MAILFINANCE INC,MCH RNTL,493.76; MATHESON TRI-GAS INC,DEPT SUPP,54.75; MENARDS, INC,DEPT SUPP,720.32; MIDWEST MOTOR SUPPLY CO INC,SUPP,78.99; MONUMENT PREVENTION COALITION,CONTRACTUAL,939.94; MOTOROLA SOLUTIONS, INC,EQUIP MAINT,425.6; MOWER SHOP, THE,EQUIP MAINT,110.29; MUNICIPAL PIPE TOOL CO, LLC,EQUIP MAINT,111.15; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1863.43; NE DEPT OF REVENUE,TAX,402.28; NEBRASKA ASSOCIATION OF CHIEF'S OF POLICE,MEMBERSHIP,50; NEBRASKA MACHINERY CO,EQUIP MAINT,804.32; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,23238.05; NEBRASKA STATE TREASURER'S OFFICE,UNCLAIMED PROPERTY,719.89; NEBRASKALAND TIRE, INC,EQUIP MAINT,147.48; NEOPOST,POSTAGE,300; NEOPOST USA INC,RENT-POSTAGE MACHINE, 324.59; NETWORKFLEET, INC,SUPP - GPS SERVICE,18.95; NEWMAN, TIMOTHY,SCHOOLS & CONF,114; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT,149.53; OPEN AIR CINEMA LLC,DEPT SUPPLIES,6134.46; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,234; PANHANDLE HUMANE SOCIETY,CONTRACTUAL,5023.88; PAUL REED CONSTRUCTION & SUPPLY, INC,GROUND MAINT,36; PLATTE VALLEY BANK,HSA,13332.26; POSTMASTER,POSTAGE,434.26; PROTEX CENTRAL, INC., CONTRACTUAL SVC, 255.31; QUILL CORPORATION,DEPT SUPPL,1188.34; REGIONAL CARE INC,MEDICAL,63155.77; REGIONAL WEST MEDICAL CENTER,STAFF TESTING,231.94; REGISTER OF DEEDS,LEGAL FEES,50; REULAND PAUL,D.S. CANCELLED PERMIT,35; ROOSEVELT PUBLIC POWER DISTRICT,ELECTRIC,2026.42; RR DONNELLEY,DEPT SUPPL,410.23; RYAN R KUMM,EQUIP MAINT,340.5; S M E C,EMPLOYEYEE DEDUCTION,236; SANDBERG IMPLEMENT, INC,PARTS FOR WEED EATER,89.3; SATUR, JACK,SCHOOL & CONF,74; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,195; SCOTTS BLUFF COUNTY COURT,LEGAL FEES,206.25; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION, POLICE EE DUES,576; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,UNIFORMS & CLOTHING,1496.82; SHERIFF'S OFFICE,LEGAL FEES,387.56; SHERWIN WILLIAMS, YELLOW LATEX PAINT,537; SIMON CONTRACTORS,CONCRETE,7892.67; SNELL SERVICES INC.,BUILDING MTNC,1674.8; SOURCE GAS,MONTHLY ENERGY FUEL,871.89; SPENCER MCMURTRY,DEPT SUPP,730.3; STATE HEALTH LAB,SAMPLES,2557; STATE OF NE.,CONTRACTUAL,315; STATE OF NEBR,MONTHLY LONG DISTANCE,138.74; THE PEAVEY CORP, INVEST SUPPL,335; TOMMY'S JOHNNYS INC,CONTRACTUAL,1305; TOTAL FUNDS BY HASLER,POSTAGE,543.87; TYLER TECHNOLOGIES, INC,ONLINE UB FEE,348; UNITED STATES WELDING, INC,WELD. SUPP - ACET. & OXYGEN,354.88; US BANK,AIR LINE TICKETS - MURPHY NFA,1050.07; US COMPOSTING COUNCIL,MEMBERSHIPS,295; VAN DIEST SUPPLY COMPANY,DEPT SUPP,1704; WELLS FARGO BANK, N.A., RETIREMENT,30475.54; WESTERN COOPRTATIVE COMPANY,GROUND MAINT,474.7; WESTERN PATHOLOGY CONSULTANTS, INC,CONTRACT - DOT TESTING,200; YELLMAN, ABBIGAIL,SCHOOL & CONF,501.28; ZM LUMBER INC,DEPT SUPP,197.7.

City Manager Kuckkahn presented the request for payment of a claim to Baker and Associates for engineering services for Paving District #311. This is a progress payment for this project. Moved by Mayor Meininger, seconded by Council Member Shaver, “to approve the request for payment of the claim from Baker and Associates by warrant for Paving District #311, Five Oaks Street Improvements and approve Resolution No. 15-11-01,” “YEAS”, Gonzales, Colwell, Meininger, and Shaver. “NAYS” None. Absent: None.

RESOLUTION NO. 15-11-01

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

That the claim of Baker & Assoc, Inc. in the amount of \$2,414.00, being the fifth pay estimate for Paving District #311, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

Passed and approved this 2nd day of November, 2015.

Mayor

ATTEST:

City Clerk

“seal”

City Manager Kuckkahn presented the request for payment of a claim to M.C. Schaff and Associates for engineering services and Infinity Construction for Paving District #312. This is a progress payment for this project. Moved by Mayor Meininger, seconded by Council Member Shaver, “to approve the request for payment of the claim from M.C. Schaff and Associates and Infinity Construction by warrant for Paving District #312, Five Oaks Street Improvements and approve Resolution No. 15-11-02,” “YEAS”, Gonzales, Colwell, Meininger, and Shaver. “NAYS” None. Absent: None.

RESOLUTION NO. 15-11-02

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

That the claim of M. C. Schaff and Associates, Inc. in the amount of \$20,003.25, being the fifth pay estimate for Paving District #312, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

That the claim of Infinity Construction, Inc. in the amount of \$247,284.62, being the sixth pay estimate for Paving District #312, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

Passed and approved this 2nd day of November, 2015.

Mayor

ATTEST:

City Clerk

“seal”

Assistant City Manager Nathan Johnson presented the bids for the truck with dump body and snow plow. We went through the regular bidding process and received three bids from one company. Staff compared the bids with a company in Norfolk with similar equipment. There were no comparable trucks through the state bid. The following bids with the trade-in were received from Floyd’s Truck Center: \$108,374; \$107,877; and \$131,415. Mr. Johnson explained the difference between the bids, was the truck beds. Staff is recommending the purchase of the truck which is \$107,877 as the best and lowest bid. Moved by Council Member Gonzales, seconded by Council Member Colwell, “to award the bid to Floyds Truck Center for one, new, truck with dump body and snow plow for the Transportation Department in the amount of \$107,877.00, as the best and lowest bid,” “YEAS”, Colwell, Meininger, and Gonzales, “NAYS” Shaver. Absent: None.

Mayor Meininger opened the public hearing at 6:05 p.m. which was scheduled for this date, to consider an Ordinance text change regarding placement of alleys in commercial zones. City Manager Kuckkahn explained that we currently have guidelines in our code regarding alleys, however, we occasionally have developers with larger tracts of land asking for variances to this code and a provision for additional flexibility with regard to alley design. This Ordinance would provide for certain criteria where a standard alley design is not practical. The design criteria will provide adequate access for public safety and service vehicles.

Rawnda Pierce, Executive Director of Twin Cities Development commented that this Ordinance text change will be beneficial for some of their projects.

Mayor Meininger closed the public hearing at 6:10 p.m. There were no additional comments from the Council. Mayor Meininger introduced the Ordinance which was read by title on first reading: AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE SCOTTSBLUFF MUNICIPAL CODE AT CHAPTER 21, ARTICLE 1, RELATING TO SUBDIVISION REQUIREMENTS AND SPECIFICALLY ALLEYS, AMENDING SECTION 21-1-20 RELATING TO REQUIRED ALLEYS AND ALLOWING AN EXCEPTION, REPEALING FORMER SECTIONS, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

Regarding the change of location for the Applebee’s Grill and Bar Liquor License, Chief Kevin Spencer explained that the Fire Prevention Office has inspected the property for life safety issues. This request is fairly routine and will enable the business to relocate and move their liquor license to the new location at Monument Mall. Moved by Council Member Gonzales, seconded by Council Member Colwell, “to approve the change of location for RMH Franchise Corporation/Applebee’s Neighborhood Grill & Bar for a change of location for the existing liquor license from 2621 5th Ave. to 2302 Frontage Road,” “YEAS”, Colwell, Meininger, and Gonzales, “NAYS” Shaver. Absent: None.

Council received the letter of resignation from Council Member Hilyard. Moved by Mayor Meininger, seconded by Council Member Gonzales, "to accept the letter of resignation from Council Member Hilyard, dated October 26, 2015," "YEAS", Gonzales, Colwell, Meininger, and Shaver. "NAYS" None. Absent: None.

City Attorney Olsen added that a notice will be published this week regarding the vacant City Council seat. The Nebraska State Statute allows for the Council to take action within four weeks of accepting the notice. Therefore, the deadline to take action on the vacated seat is 11/30/15. The City Council can conduct interviews if they wish. The Statute states that the Mayor will make a recommendation and Council will vote on it. Council Member Shaver noted that this is a little different process than we've done in the past. Moved by Mayor Meininger, seconded by council Member Colwell, "to accept letters of intent from residents interested in serving as a Scottsbluff City Council Member in the city clerk's office by noon on November 12, 2015 and set the process to fill the vacancy at the meeting on November 16, 2015," "YEAS", Gonzales, Colwell, Meininger, and Shaver. "NAYS" None. Absent: None.

City Manager Kuckkahn presented the contract with Contryman Associates P.C. for audit services, the cost of which will be \$25,000. Moved by Mayor Meininger, seconded by Council Member Gonzales, "to authorize the Mayor to sign the agreement with Contryman Associates, PC for audit arrangements," "YEAS", Gonzales, Colwell, Meininger, and Shaver. "NAYS" None. Absent: None.

Assistant City Manager Johnson presented the contract with Thomas P. Miller and Associates (TPMA) for Phase III of the Economic Development project. This is similar to the current contract, however the amount not to exceed is \$15,000 rather than \$10,000 as in the current contract. The new contract will provide for facilitating consensus with Western Nebraska Economic Development (WNED), capacity building, including work on the Scottsbluff/Gering Highway and Overland business corridors.

Mr. Johnson added that the work with TPMA has been very beneficial, especially the work with the partner communities. City Attorney Olsen pointed out that there is a 30 day Termination Clause in the contract. Mayor Meininger asked for a justification for the additional \$5,000 per month. Mr. Johnson responded that many communities are taking advantage of the training facilitated by TPMA and their assistance provided to the partner communities in obtaining their Leadership Community or Certified Community status with the Department of Economic Development. The funding is from the LB 840 fund.

Council Member Shaver asked if we could contract with someone in our area to provide these services rather than pay someone from out of state. Mr. Bubba Anthony approached the Council with concerns that the Twin Cities Development (TCD) Contract was also to be discussed at this meeting and was removed from the agenda and moved to the November 30, 2015 strategic planning meeting. He asked if the contract with TPMA could also be considered at the November 30, 2015 meeting. He voiced concern as a tax payer, that TPMA is providing a service that TCD Director Pierce has commented they could provide for 1/2 to 1/3 of the cost.

Rawnda Pierce, TCD Executive Director also addressed the Council explaining that she has been the Director for 14 years and presented a list of accomplishments over the last 14 years. She would also like to see the TPMA contract postponed until the November 30th meeting. She explained that in May she asked that her application for LB840 funding, which had been approved by the LB840 Application Review Committee, be presented to Council to hire another employee for an E Center Director. The application has not been presented to the City Council. The TCD Board has looked at ways to improve their operation based on comments from the City Council. They recently conducted interviews for a Community Development Director to help address some of the concerns about smaller communities and regional economic development. TCD took this to the WNED and they were supportive, however, they

remain to be funded. Ms. Pierce also commented that with TPMA they have someone here a few days each month, with TCD, they would have a full time person for less money.

City Attorney Olsen cautioned the Council and the Public that the agenda item is consideration of the Thomas P. Miller and Associates contract.

Matt Larsen, previous President of TCD commented that he has spent some with TPMA and as a consultant himself, advised that it is important to remember that a good consultant will lead you to work on your own. He feels it's better that we don't outsource if we can handle the job locally.

Council Member Shaver added that these are valid points and feels that having someone local do the work is a better option. Moved by Council Member Shaver, seconded by Mayor Meininger, "to table the item to consider a contract with Thomas P. Miller and Associates for Phase III of the Economic Development project to the November 30, 2015 goal setting meeting," "YEAS", Gonzales, Colwell, Meininger, and Shaver. "NAYS" None. Absent: None.

Council Member Gonzales asked if Council could have a breakdown of qualifications from both TCD and TPMA. He sees this as a partnership and the groups working together to get the most return. He has seen good things happen with TPMA with the regional work, and this is a good opportunity to move forward.

Daniel Bennet with Panhandle Area Development District explained that he has been working with City Planner Annie Folck on the Comprehensive Plan. Many of the items are coming together and they are ready to start preparing a final draft. The original membership agreement provides for basic information to PADD members. The work on the Comprehensive Plan has now gone beyond this basic information and the scope of services is now larger. The contract for services is \$60.00 per hour not to exceed \$4,000. Moved by Mayor Meininger, seconded by Council Member Colwell, "to approve the contract with Panhandle Area Development District in the amount of \$4,000 for work involved in completing the Comprehensive Plan and authorize the Mayor to execute the agreement," "YEAS", Gonzales, Colwell, Meininger, and Shaver. "NAYS" None. Absent: None.

Assistant City Manager Johnson explained the agreement with the Monument Prevention Coalition (MPC) provides for education regarding underage drinking and awareness and resources to businesses regarding liquor licenses, and assistance to the Police Department on these matters. Performance measures include contact with schools, providing matching funds for programs, assisting the city in oversight regarding liquor licenses and supporting the law enforcement in educational programs. This contract is the same amount as the previous year, \$11,279.25. Mayor Meininger asked Chief Spencer about the assistance with compliance checks the MPC provides to the Police Department. Chief Spencer commented that the assistance is beneficial. The department would still complete the compliance process if MPC were not able to provide that assistance, however, it would likely result in overtime. Lanette Richards, Executive Director of MPC, is also present at all Liquor License Investigatory Meetings to provide input.

Council agreed that they would like to review the status report and have a presentation from MPC prior to approving the contract. Moved by Council Member Shaver, seconded by Council Member Colwell, "to table the contract with Monument Prevent Coalition to the November 30, 2015 meeting," "YEAS", Gonzales, Colwell, Meininger, and Shaver. "NAYS" None. Absent: None.

Mr. Johnson presented the lease agreement for the Library's new postage machine, which will be an improved model with wifi, that also ties into our software. The lease amount is \$122.00 per month for 63 months – total amount is \$7686.00 for the duration of the lease. Moved by Council Member Colwell, seconded by Mayor Meininger, "to approve the postage machine lease for the Library and authorize the

Mayor to sign the agreement,” “YEAS”, Gonzales, Colwell, and Meininger. “NAYS” Shaver. Absent: None.

Assistant City Manager Johnson presented the Resolution changing the position of Finance/HR Assistant to HR Assistant/Deputy City Clerk. With some of the organizational changes, this job description and pay grade will better fit the duties of this position. Moved by Council Member Colwell, seconded by Council Member Gonzales, “to approve Resolution No. 15-11-03, Pay Resolution removing the position of Finance/HR Assistant and replacing it with the position of Human Resources Assistant/Deputy City Clerk,” “YEAS”, Gonzales, Colwell, and Meininger. “NAYS” Shaver. Absent: None.

RESOLUTION NO. 15-11-03

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

1. That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved November 2, 2015 and effective November 2, 2015.

PAY SCHEDULE

HOURLY RATES (Based on 40 hour work week)

<u>Grade</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>L1</u>	<u>L2</u>
2	8.64	9.07	9.53	10.00	10.51	11.03	11.58
3	9.07	9.53	10.00	10.51	11.03	11.58	12.16
4	9.53	10.00	10.51	11.03	11.58	12.16	12.77
5	10.00	10.51	11.03	11.58	12.16	12.77	13.41
6	10.51	11.03	11.58	12.16	12.77	13.41	14.08
7	11.03	11.58	12.16	12.77	13.41	14.08	14.78
8	11.58	12.16	12.77	13.41	14.08	14.78	15.52
9	12.16	12.77	13.41	14.08	14.78	15.52	16.30
10	12.77	13.41	14.08	14.78	15.52	16.30	17.11
11	13.41	14.08	14.78	15.52	16.30	17.11	17.97
12	14.08	14.78	15.52	16.30	17.11	17.97	18.87
13	14.78	15.52	16.30	17.11	17.97	18.87	19.81
14	15.52	16.30	17.11	17.97	18.87	19.81	20.80
15	16.30	17.11	17.97	18.87	19.81	20.80	21.84
16	17.11	17.97	18.87	19.81	20.80	21.84	22.93
17	17.97	18.87	19.81	20.80	21.84	22.93	24.08
18	18.87	19.81	20.80	21.84	22.93	24.08	25.28
19	19.81	20.80	21.84	22.93	24.08	25.28	26.55
20	20.80	21.84	22.93	24.08	25.28	26.55	27.87

BI-WEEKLY RATES

18	1508.48	1583.90	1663.10	1746.25	1833.56	1925.24	2021.50
19	1583.90	1663.10	1746.25	1833.56	1925.24	2021.50	2122.58

20	1663.10	1746.25	1833.56	1925.24	2021.50	2122.58	2228.71
21	1746.25	1833.56	1925.24	2021.50	2122.58	2228.71	2340.14
22	1833.56	1925.24	2021.50	2122.58	2228.71	2340.14	2457.15
23	1925.24	2021.50	2122.58	2228.71	2340.14	2457.15	2580.01
24	2021.50	2122.58	2228.71	2340.14	2457.15	2580.01	2709.01
25	2122.58	2228.71	2340.14	2457.15	2580.01	2709.01	2844.46
26	2228.71	2340.14	2457.15	2580.01	2709.01	2844.46	2986.68
27	2340.14	2457.15	2580.01	2709.01	2844.46	2986.68	3136.02
28	2457.15	2580.01	2709.01	2844.46	2986.68	3136.02	3292.82
29	2580.01	2709.01	2844.46	2986.68	3136.02	3292.82	3457.46
30	2709.01	2844.46	2986.68	3136.02	3292.82	3457.46	3630.33
31	2844.46	2986.68	3136.02	3292.82	3457.46	3630.33	3811.85

2. That the following positions in the Classification Plan are assigned to the following Class Grades:

HOURLY POSITIONS

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
5	Assistant Pool Manager	14	Wastewater Plant Operator I
7	Library Technician	14	Water System Operator I
7	Pool Manager	14	Heavy Equipment Operator
9	Building & Grounds Custodian	14	Solid Waste Equip. Operator
9	Code Enforcement Assistant	15	Crew leader
10	Library Assistant	16	Maintenance Mechanic
11	Record Technician	16	Fire Prevention Officer
11	Humane Officer	17	Wastewater Plant Operator II
12	Admin. Services Assistant	17	Water System Operator II
12	Admin. Records Technician	1	17 Construction-Locator Spec.
13	Account Clerk	1	17 Event Coordinator
13	Administrative Assistant	11	18 Utilities Adm. Coordinator
13	Maintenance Worker	18	Lead Maintenance Mechanic
13	Motor Equipment Operator	18	Cemetery Supervisor
		19	Stormwater Program Specialist
		20	Code Administrator I
		20	Accountant
		20	HR Assistant/Deputy City Clerk

EXEMPT POSITIONS

Professional, Administrative and Executive

18	Librarian	24	City Clerk/Risk Manager
20	GIS Analyst	24	Library Director
22	Transportation Supervisor	24	Public Safety/Em Mgmt Dir
22	Park Supervisor	26	Police Captain
22	Water System Supervisor	26	Director of Parks/Recreation
22	Wastewater Plant Supervisor	26	Assistant City Manager
22	Environmental Services Supervisor	27	Director of Human Resources
22	Code Administrator II	28	Director of Public Works
22	Planner	29	Fire Chief
23	Network Administrator	30	Police Chief
23	Planning Administrator	31	Director of Finance

3. That the following pay schedule for officers and employees in Unclassified Positions of the city is approved December 15, 2014 and effective January 1, 2015.

<u>Position</u>	<u>Salary Minimum</u>	<u>Salary Maximum</u>
City Manager	Established by City Council	

**Seasonal and Part-time
Hourly Rates**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
School Crossing Guard	\$8.00	\$8.50	\$9.00	\$9.20	\$9.40	\$9.60	\$9.80
Library Page	\$8.00	\$8.50	\$9.00	\$9.20	\$9.40	\$9.60	\$9.80
Laborer	\$8.25	\$8.75	\$9.25	\$9.45	\$9.65	\$9.85	\$10.05
Field Mntc. Groundskeeper	\$8.65	\$9.15	\$9.65	\$9.85	\$10.05	\$10.25	\$10.45

Recreation Aide	\$8.00	\$8.50	\$9.00	\$9.20	\$9.40	\$9.60	\$9.80
-----------------	--------	--------	--------	--------	--------	--------	--------

Lifeguard	\$8.65	\$9.15	\$9.65	\$9.85	\$10.05	\$10.25	\$10.45
Head Lifeguard	\$8.95	\$9.45	\$9.95	\$10.15	\$10.35	\$10.55	\$10.75

NOTE: Pay step increase may be given after one year of service from hire date, at the discretion of the Department Head.

- The Pay Schedule for the position of Firefighters and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the Mayor and City Council on September 8, 2015 and effective October 5, 2015.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 hour week)</u>							
	1	2	3	4	5	6	7	8
Firefighter	12.64	13.27	13.94	14.63	15.36	16.13	16.94	17.79
Fire Captain	16.38	17.20	18.06	18.97	19.92	20.91	21.96	23.05

- That the Pay Schedule for the position of Patrol Officer and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on September 8, 2015 to be effective October 5, 2015.

<u>Class Title</u>	<u>Hourly Pay Schedule</u>							
	1	2	3	4	5	6	7	8
Patrol Officer	17.85	18.74	19.68	20.67	21.70	22.78	23.92	25.12
Police Sergeant	21.32	22.39	23.46	24.58	25.77	27.00	28.30	29.65

- Resolution No. 15-09-05 and all other resolutions in conflict with this resolution are repealed.

Passed and approved this 2nd day of November, 2015.

Mayor

ATTEST:

City Clerk

Seal

City Manager Kuckkahn presented the Ordinance reflecting the new utility rates as discussed at the budget workshop. The fees are the same for all services as we are unifying the rates. There is not a separate fee for residents to purchase trash or yard waste containers, they will be owned by the City, so the maintenance will also be the City's responsibility. Recycling is covered in the fee, so all residents will have the opportunity to recycle.

Mayor Meininger noted that the advantage of increasing the recycling efforts is to lower the tipping fees at the landfill with less trash collected. In addition, the collection of yard waste is advantageous to increase the amount of compost. We will also be consolidating containers for alley collection. The new fees will go into effect on January 1, 2016. Council Member Colwell asked about methods to inform residents of the changes. Mr. Kuckkahn explained that the routing methods will remain the same, so there is no impact to the customers. The only change will be the fees charged. We will notify residents that there is no longer a fee for containers.

Mayor Meininger introduced the Ordinance which was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE SEWER USER FEES AT CHAPTER 6 ARTICLE 6, AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT CHAPTER 6 ARTICLE 6, AND WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, REPEALING SECTION 6-6-25, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR PUBLICATION BY PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.**

Under Council Reports, Mr. Johnson reported that the concrete pads for the dug outs and ADA ramps at Cleveland Field are poured and the safety fencing is nearing completion.

The next WNED meeting is scheduled for November 19, 2015.

Moved by Council Member Shaver, seconded by Council Member Colwell, "to adjourn the meeting at 7:00 p.m.

Mayor

Attest:

City Clerk

"Seal"

City of Scottsbluff, Nebraska

Monday, November 16, 2015

Regular Meeting

Item Consent2

Acknowledge receipt of a liability claim from Melanie Schanaman which has been submitted to the city's insurance company.

Staff Contact: Cindy Dickinson, City Clerk



Please forward ASAP to:
LARM
 League Association of Risk Management
 1335 L Street, Suite 200
 Lincoln, NE 68508

Phone: (402) 742-2600
 Fax: (402) 476-4089
 customerservice@larmpool.org

Automobile Loss Notice

MEMBER			
MEMBER NAME: SCOTTSBLUFF			
CONTACT NAME: CINDY DICKINSON			PHONE: 308.630.6221
ACCIDENT			
DATE AND TIME OF ACCIDENT: 10/27/15 9:40 PM		AUTHORITIES CONTACTED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
HAS THIS ACCIDENT BEEN PREVIOUSLY REPORTED? NO		REPORT NUMBER:	
DESCRIPTION OF ACCIDENT (INCLUDE LOCATION, WEATHER CONDITIONS AND OTHER OBSERVATIONS OR CONTRIBUTING FACTORS): NO ACCIDENT, CLAIMANT RAN OVER DEBRIS IN THE ROAD - SUSPECTED DEBRIS FROM ACCIDENT WHICH OCCURRED EARLIER IN THE EVENING.			
MEMBER VEHICLE			
VEHICLE NUMBER	YEAR, MAKE, MODEL	V.I.N.	
DEPARTMENT & CONTACT NAME			PHONE
DRIVER'S NAME			USED W/ PERMISSION? <input type="checkbox"/> YES <input type="checkbox"/> NO
PURPOSE OF USE			EST. \$ AMOUNT OF DAMAGE
WHERE CAN VEHICLE BE SEEN?		OTHER INS. ON VEHICLE – IF PERSONAL AUTO	
CLAIMANT INFORMATION – MUST BE COMPLETED			
NAME AND ADDRESS OF CLAIMANT: MELANIE SCHANAMAN 1530 6TH ST. GERING, NE 69341			PHONE 308.765.2250
** ATTACH COPY OF ALL AVAILABLE DOCUMENTS, I.E. POLICE REPORT, ACCIDENT INVESTIGATION REPORTS, AND CLAIMANT NOTICE.			OTHER PHONE
DESCRIBE INJURY (IS CLAIMANT A MINOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO):		WAS MEDICAL TREATMENT PROVIDED?	
		AMBULANCE <input type="checkbox"/> YES <input type="checkbox"/> NO	
		CLINIC/HOSPITAL _____	
		PHONE _____	
DESCRIBE DAMAGED AUTO OR OTHER PROPERTY: PUNCTURED TIRE FROM RUNNING OVER DEBRIS IN ROAD		ESTIMATE OF DAMAGE: \$ 198.91	
WITNESSES			
NAME & ADDRESS	MEMBER/EMPLOYEE	BUSINESS PHONE	HOME PHONE
	<input type="checkbox"/> YES <input type="checkbox"/> NO		
	<input type="checkbox"/> YES <input type="checkbox"/> NO		
MEMBER COMMENTS / CONCERNS / SPECIAL INSTRUCTIONS (ATTACH A SEPARATE SHEET IF NECESSARY):			
SIGNATURE: CINDY DICKINSON		MEMBER EMAIL: cdickins@scottsbuff.org	DATE: 11/4/15

REV. 2/6/15

Cindy Dickinson

From: Melanie Schanaman <melanieschanaman@yahoo.com>
Sent: Tuesday, November 03, 2015 1:16 AM
To: Cindy Dickinson
Subject: Melanie Schanaman tire claim
Attachments: IMG_1435[1].JPG; IMG_1436[1].JPG

November 2, 2015
Melanie Schanaman
1530 6th St.
Gering, NE 69341
(308)765-2250

Dear Cindy,

Here are the details of the claim that I am filing for reimbursement of my tire.

On October 27 at 2140, I left the hospital to get some food for myself & some of my employees at Taco Bell. When I got close to Pizza Hut on 27th St., I ran over something and heard my tire "pop" and start hissing. I pulled into the auto parts store north of Pizza Hut to check it. The tire was completely flat within 2 minutes and I could see metal, approximately 1" wide, sticking in the tread of the left rear driver's side tire. I called security from the hospital to come take me back to work and put my spare tire on. While I was waiting for security to arrive, I could see lots of pieces of metal and other objects lying in both lanes of 27th St. and several cars were running over them. When I arrived back at the hospital, I called the communications center at 2225 and informed them that there had apparently been a wreck on 27th St. earlier in the evening that had not been cleaned up and that I ran over some pieces from it and popped my tire.

I had just put all new tires on my truck on September 1, 2015 and they had less than 200 miles on them when this happened, as I had surgery the second week of September and had only driven my truck a total of 14 days to date. The tire was not repairable and I had to purchase another tire to replace it. The new tire was installed on November 2, 2015 at a cost of \$198.91, which I am seeking reimbursement for.

I have attached copies of the original bill from September, pictures of the metal piece removed from the tire, pictures of the ruined tire with the metal stuck in it, and the final attachment is the bill for the new tire on November 2.

If you need anything further from me or have any questions, please feel free to contact me at (308)765-2250.

Sincerely,
Melanie Schanaman

Budget Tire & Service Inc

2905 10th St

Gering, NE 69341

308-632-8188

Invoice # 1-80999 Dealer ID# Page 1 of 1

Date 11/02/2015

Emp: 1-124 KT / 1-124 KT

In Oct 30, 2015 8:16 am

Out Nov 02, 2015 5:15 pm

*****INVOICE*****

Sold To:
MELANIE SCHANAMAN
1530 6TH ST
GERING NE 69341

Ship To:

Unit#: _____
Vehicle: 05 FORD F-150
License: 21-1000
Mileage: In: 99,654 Out: 99,654
Vin#: _____
PO#: _____

Business Phone: 308-765-2250

Salesman	Mechanic	Part #	QTY	Description	Parts	Labor	FET	Total
124		TRS-NSK001	1.00	275/65R18 HANKOOK DYNAPRO HT	163.27	0.00	0.00	163.27
124		TRS-BUS005	1.00	STATE OF NEBRASKA TIRE TAX	1.00	0.00	0.00	1.00
124		TRS-DSP001	1.00	TIRE DISPOSAL-PASSENGER & LT	3.00	0.00	0.00	3.00
124		TRS-ITP201	1.00	P 17-18 INSTALLATION PACKAGE	0.00	20.00	0.00	20.00
124		TRS-NOT70	1.00	NOTE MOUNT, BALANCE & STEM	0.00	0.00	0.00	0.00
124		TRS-SRV012	1.00	AIR PRESSURE CHECK	0.00	0.00	0.00	0.00
124		TRS-SRV002	1.00	TORQUE LUG NUTS	0.00	0.00	0.00	0.00

FLAT REPAIR CARRY IN
WILL COME BACK AND DROP OFF TRUCK AND PICK UP LATER

NEW TIRE IN TRUCK BED
LEFT REAR IS SPARE PUT BACK UNDER CAR

Card Type: MASTERCARD

CC#: *****0008

Auth. # 000350

Amount:

\$198.91

Signature: _____

Buyer agrees to pay total amount above, according to cardholder's agreement with issuer.

CAUTION: WE RECOMMEND THAT LUG NUTS BE CHECKED WITH A TORQUE WRENCH
AFTER THE FIRST 25 MILES DRIVEN AND PERIODICALLY THEREAFTER.

NOTICE: Most products & services sold by BUDGET TIRE & SERVICE INC carry a limited warranty.
Please keep all invoices in the car. You MUST have invoice for an adjustment or return.

Cash:	Check: 0.00	Credit: 198.91	Charge:	Parts:	167.27
Change:				Labor:	20.00
				Subtotal:	187.27
Signature: _____				Sales Tax:	11.64
				Total:	\$198.91

City of Scottsbluff, Nebraska

Monday, November 16, 2015

Regular Meeting

Item Consent3

Acknowledge receipt of a liability claim from Wayne Bates which has been submitted to the city's insurance company.

Staff Contact: Cindy Dickinson, City Clerk



Please forward ASAP to:

LARM
League Association of Risk Management
1335 L Street, Suite 200
Lincoln, NE 68508

Phone: (402) 742-2600
Fax: (402) 476-4089
customerservice@larmpool.org

Automobile Loss Notice

MEMBER

MEMBER NAME: Scottsbluff

CONTACT NAME: Cindy Dickinson

PHONE: 308.630.6221

ACCIDENT

DATE AND TIME OF ACCIDENT: 9/30/15

AUTHORITIES CONTACTED: YES NO

HAS THIS ACCIDENT BEEN PREVIOUSLY REPORTED? no

REPORT NUMBER:

DESCRIPTION OF ACCIDENT (INCLUDE LOCATION, WEATHER CONDITIONS AND OTHER OBSERVATIONS OR CONTRIBUTING FACTORS):

MEMBER VEHICLE

VEHICLE NUMBER

YEAR, MAKE, MODEL

V.I.N.

DEPARTMENT & CONTACT NAME

PHONE

DRIVER'S NAME

USED W/ PERMISSION?
 YES NO

PURPOSE OF USE

EST. \$ AMOUNT OF DAMAGE

WHERE CAN VEHICLE BE SEEN?

OTHER INS. ON VEHICLE - IF PERSONAL AUTO

CLAIMANT INFORMATION - MUST BE COMPLETED

NAME AND ADDRESS OF CLAIMANT:

Wayne Bates
5846 Lariat Loop
Torrington, WY 82240

PHONE
308-631-9312

OTHER PHONE

**** ATTACH COPY OF ALL AVAILABLE DOCUMENTS, I.E. POLICE REPORT, ACCIDENT INVESTIGATION REPORTS, AND CLAIMANT NOTICE.**

DESCRIBE INJURY (IS CLAIMANT A MINOR? YES NO):

WAS MEDICAL TREATMENT PROVIDED?

AMBULANCE YES NO

CLINIC/HOSPITAL _____

PHONE _____

DESCRIBE DAMAGED AUTO OR OTHER PROPERTY:

No warning indicating road was being painted and drove through paint striping, leaving white paint on vehicle. Claimant unable to remove paint.

ESTIMATE OF DAMAGE: \$ 1153.00

WITNESSES

NAME & ADDRESS

MEMBER/EMPLOYEE

BUSINESS PHONE

HOME PHONE

YES NO

YES NO

MEMBER COMMENTS / CONCERNS / SPECIAL INSTRUCTIONS (ATTACH A SEPARATE SHEET IF NECESSARY):

SIGNATURE:

Cindy Dickinson

MEMBER EMAIL:

cdickins@scottsbluff.org

DATE:

10/30/15

REV. 2/6/15

RECEIVED OCT 30 2015

To Cindy Dickinson, City Clerk:

CPH

At approximately 11:15 AM on September 30th, 2015, I was driving west bound on 20th street in Scottsbluff next to Cleveland Baseball Field between Avenue K and Avenue O. An unmarked vehicle was painting the white solid line on the south side of the road coming from the opposite direction (east bound) with a pickup truck behind it, but it had no warning sign indicating the road was being painted. After seeing the painting vehicle, I gradually moved over the North side of my lane over the white line to give them both room. After driving over the white line on the North side, I could see in my rear view mirror that my passenger tires left a mark on the pavement where I had smeared the painted line onto the road. There was not a warning sign on the North side indicating that it had just been painted. Another car following me copied my movements, and I am assuming also tracked the paint onto the road. After getting to my destination, I noticed the white paint on the passenger side rocker panel and around the outside of the passenger fenders. I attempted to spray it off at a car wash, but to no avail. I called Brett Bewley at the Transportation department, and the next day he called me to inform me that Scottsbluff Body and paint said that a bug wash or WD-40 might take it off. I used both of these ingredients and had limited success over the next few days.

I then drove up to Brett Bewley's motor pool off of East Overland Street, and I showed him the paint marks on the passenger side of my vehicle. He informed me to go to the Transportation Headquarters on Circle Drive and talk to you, Cindy Dickinson, about making an insurance claim. After speaking with you, I wrote this report of the incident as you requested, and I also have an estimate from Bumper to Bumper Body & Paint, which is attached.

Sincerely,



Wayne Bates

Phone: 308 631-9312

Date: 10/28/2015 01:52 PM
 Estimate ID: 26015
 Estimate Version: 0
 Preliminary
 Profile ID: * Mitchell

BUMPER TO BUMPER BODY & PAINT

818 Ave B Suite 1, SCOTTSBLUFF, NE 69361
 (308) 632-8356
 Fax: (308) 632-8368
 Email: sfrancisco@bumpertobumperscottsbluff.com

Damage Assessed By: Sarah Stillahn
 Classification: Field

Deductible: 0.00
 Claim Number: 26015

Owner: Wayne Bates
 Address: 5846 Lariat Loop, Torrington, WY 82240
 Telephone: Home Phone: (308) 631-9312

Mitchell Service: 910411

Description: 2007 Chevrolet Cobalt LS
 Body Style: 4D Sed Drive Train: 2.2L Inj 4 Cyl 4A FWD
 VIN: 1G1AK55F877152644
 OEM/ALT: O Search Code: B255065
 Options: PASSENGER AIRBAG, POWER STEERING, REAR WINDOW DEFOGGER, AIR CONDITIONING
 TILT STEERING COLUMN, AM/FM STEREO, DRIVER AIRBAG, AUXILIARY INPUT, CD PLAYER
 AUTOMATIC TRANSMISSION, FIRST ROW BUCKET SEAT, CLOTH SEAT, AUTOMATIC HEADLIGHTS
 DAYTIME RUNNING LIGHTS, REAR BENCH SEAT

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	002780	BDY	REMOVE/REPLACE	R Fender Liner	15289946 GM PART	59.00	0.4
2	001839	REF	REFINISH	R Rocker Panel			C 2.0
3	001313	BDY	REPAIR	R Side Body Panel Assembly -S	Existing		4.0*#
4				>>cannot remove paint on the rocker w/out sanding			
5	900500	BDY *	REPAIR	Misc Paint Removal on Right Side	Existing		8.0*
6	003226	BDY	REMOVE/REPLACE	R Quarter Wheelhouse Liner	15241193 GM PART	49.00	0.3
7	936007		ADD'L COST	Shop Materials		45.00 *	
8	900500	BDY *	REMOVE/REPLACE	Bulk Fasteners	New	10.00 *	0.0*
9	AUTO	REF	ADD'L OPR	Clear Coat			0.8*
10	AUTO		ADD'L COST	Paint/Materials		117.60 *	
11	AUTO		ADD'L COST	Hazardous Waste Disposal		5.00 *	

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc

ESTIMATE RECALL NUMBER: 10/28/2015 13:52:12 26015
 Mitchell Data Version: OEM: OCT_15_V

Software Version: 7.1.187

Copyright (C) 1994 - 2015 Mitchell International
 All Rights Reserved

Page 1 of 2

Remarks

Will attempt to remove paint on various areas on the right side. The removal process may damage the underlying paint finish to the point it may need refinishing.

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	12.7	54.00	0.00	0.00	685.80	Taxable Parts	118.00
Refinish	2.8	54.00	0.00	0.00	151.20 T	Sales Tax @ 7.000%	8.26
					Taxable Labor 151.20	Total Replacement Parts Amount	126.26
			@ 7.000 %		Labor Tax 10.58		
					Non-Taxable Labor 685.80		
Labor Summary	15.5				847.58		
 						IV. Adjustments	Amount
III. Additional Costs					Amount	Insurance Deductible	0.00
Taxable Costs					167.60	Customer Responsibility	0.00
Sales Tax			@ 7.000%		11.73		
Total Additional Costs					179.33		
Paint Material Method: Rates							
Init Rate = 42.00 , Init Max Hours = 99.9, Addl Rate = 0.00							
					I. Total Labor:		847.58
					II. Total Replacement Parts:		126.26
					III. Total Additional Costs:		179.33
					Gross Total:		1,153.17
					IV. Total Adjustments:		0.00
					Net Total:		1,153.17

This is a preliminary estimate.

Additional changes to the estimate may be required for the actual repair.

BUMPER TO BUMPER PROVIDES A LIMITED LIFETIME WARRANTY ON WORKMANSHIP, THIS EXCLUDES RUST REPAIRS AND CHIPPING OR SCRATCHING OF THE PAINT DUE TO ROCK OR ANY OTHER FOREIGN MATERIALS. OWNER CARL FRANCISCO

I AUTHORIZE BUMPER TO BUMPER TO ORDER PARTS AND REPAIR MY VEHICLE. I AUTHORIZE BUMPER TO BUMPER BODY & PAINT TO BE DIRECTLY PAID IN FULL BY MY INSURANCE COMPANY INCLUDING ANY SUPPLEMENTAL CHARGES.

SIGNATURE _____ DATE _____

City of Scottsbluff, Nebraska

Monday, November 16, 2015

Regular Meeting

Item Consent4

Set a public hearing for December 7, 2015 at 6:05 p.m. to consider a Class I liquor license application from The Shed, 18 East 16th St., Scottsbluff.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, November 16, 2015

Regular Meeting

Item Consent5

Set a public hearing for December 7, 2015 at 6:05 p.m. to consider the purchase of the property located at 1303 East Overland.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: 11/16/2015

AGENDA TITLE: Council to set Public Hearing for purchase of property at 1303 East Overland.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works Department

PRESENTATION BY: Nathan Johnson

SUMMARY EXPLANATION: Twin City Development is offering the property at 1303 East Overland to the city for \$38,000. This purchase of this property is a high priority for the City in order to eliminate liability and provide for future improvements to the Scottsbluff Drain. The property has one structure located within six feet of the Scottsbluff Drain. TCD has already removed the asbestos from the structure. The Stormwater budget has about \$200,000 set aside solely for the purpose of making improvements to the Scottsbluff Drain. This money can be used for the purchase of this property.

BOARD/COMMISSION RECOMMENDATION: Scottsbluff Drain Operating Committee unanimously supported the purchase of the property at their meeting on Thursday, October 29, 2015.

STAFF RECOMMENDATION: Staff recommends the City proceed with the public hearing in order to purchase the property.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) _____

NOTIFICATION LIST: Yes No Further Instructions
Mark Bohl, Lynn Garton, Leann Sato

APPROVAL FOR SUBMITTAL: _____
City Manager

AGREEMENT

This Agreement is made on November ___, 2015, between Western Nebraska Housing Opportunities, a Nebraska non-profit corporation, (the "Seller") and the City of Scottsbluff, Nebraska, a municipal corporation (the "Buyer").

Recitals:

a. The Seller is the owner of the following described real estate along with all permanent improvements (the "Real Estate"):

Lot One (1) and West One-Half (W1/2) of Lot Two (2), Block 12,
Imperial Subdivision Addition to the City of Scottsbluff, Scotts Bluff
County, Nebraska.

More commonly known as 1303 East Overland, Scottsbluff, NE.

b. The Seller desires to sell and the Buyer desires to purchase the Real Estate according to the terms of this Agreement.

Agreement:

1. Purchase Price:

The purchase price shall be \$38,000.00, payable at the Closing in cash or its equivalent.

2. Closing and Possession:

Possession shall be delivered to the Buyer at the time of closing (the "Closing"). The Closing shall take place on or before November 30, 2015. At the Closing, the Seller shall deliver to the Buyer a Warranty Deed free and clear of all liens and encumbrances, excepting easements, restrictions, reservations, rights-of-way of record and subject to standard exceptions in the title insurance policy.

3. Evidence of Title:

Prior to the Closing, the Buyer shall obtain a title insurance commitment binder showing that the Seller has merchantable title to the Real Estate. The Seller shall have a reasonable time to correct any defects and, if necessary, the Closing shall be delayed accordingly. If it is impossible to perfect title or if defects exist which will require court

action or an unreasonable expense or time to cure, the Buyer shall have the option to terminate this Agreement in writing.

4. Conditional Agreement:

Seller understands and agrees that Buyer is a municipal corporation of the State of Nebraska and must follow statutory law and Open Meeting statutes in order to purchase the Real Estate. This Agreement is conditional upon the Buyer obtaining approval of and authorization from the Scottsbluff City Council to proceed with the purchase. In the event the Scottsbluff City Council does not approve or authorize the purchase, then this Agreement shall become null and void, and the Buyer shall be released from the terms of this Agreement.

5. Taxes:

The Seller shall pay all real estate taxes levied against the Real Estate for all years prior to the year of the Closing along with all special assessments levied on the Real Estate in full. The real estate taxes for the year of the Closing shall be prorated between the parties to date of the Closing based on the most recent tax statement available. The Seller has not received any notice of any special assessments which affect the Real Estate and to the Seller's knowledge, no such assessments are pending or contemplated.

6. Risk of Loss:

Risk of loss for all improvements to the Real Estate shall remain with the Seller until the Closing. In the event that the improvements are substantially destroyed prior to the Closing, either party may declare this Agreement null and void.

7. Inspection and Disclosures:

a. The Buyer has inspected the Real Estate and is entering into this Agreement based on that inspection and not on any representations or warranties, express or implied, made by the Seller, except as otherwise provided for in this Agreement.

b. The Seller agrees to deliver the Real Estate to the Buyer in its present condition, reasonable wear and tear excepted.

c. The Seller has provided to the Buyer (1) a Notice to Purchasers of Housing Constructed before 1978 issued by the U.S. Department of Housing and Urban Development, and (2) a copy of the pamphlet "Protect your Family form Lead in Your

Home," issued by the Environmental Protection Agency. The Real Estate was improved after 1978. No lead based paint will be present in the improvement and the Buyer waives the right to conduct an inspection.

8. Seller's Representations:

The Seller represents to the Buyer that to the best of the Seller's knowledge:

a. No sources of contamination exist on the Real Estate which would obligate the Buyer to clean up expenses under Federal or State environmental laws and regulation, and the Seller has received no notice of the existence of such contamination. In addition, the Seller has received no notice of any action or proposed action by governmental authorities concerning contamination of the Real Estate.

b. The Seller has received no notices from any governmental authority, indicating that the Real Estate is in violation of any zoning, building, environmental, fire or health codes or similar statutes or that the current operation of the Real Estate does not comply with all applicable governmental laws, rules, and regulations.

c. There is no actual or threatened, suit or claim resulting from any controversy which may adversely affect the Real Estate or its ownership.

d. There are no claims for construction liens or any unpaid amounts for labor or material which would give rise to construction liens.

9. Expenses of Sale:

The cost of the owner's title insurance coverage, the preparation of this Agreement and the cost of preparing the closing statement and the closing, if required, along with the cost to prepare the warranty deed shall be equally divided between the Seller and Buyer. The Documentary Stamp tax, if any, shall be paid by the Seller. The Buyer shall pay to record the warranty deed.

10. Default:

Time is of the essence. If either party shall default in the performance of this Agreement, the other party shall have all legal remedies available to them.

11. General Provisions:

a. This Agreement shall not be assignable by either party without the consent of the other party.

b. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Agreement shall relieve any party of its obligations under this Agreement.

c. No waiver of any breach of any provision of this Agreement will be deemed a waiver of any other breach of this Agreement. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

d. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.

e. This Agreement shall be construed according to the laws of Nebraska.

f. This Agreement contains the entire agreement of the Parties. This Agreement may be amended only in writing signed by all parties.

Western Nebraska Housing Opportunities,
a Nebraska non-profit corporation, Seller

City of Scottsbluff, Nebraska, Buyer

, President

BY _____
Randy Meininger, Mayor

NOTICE OF PUBLIC HEARING

Notice is given the Scottsbluff City Council will conduct a public hearing in regard to the acquisition of real estate legally described as: Lot One (1) and the West One-Half (W1/2) of Lot Two (2), Imperial Subdivision Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, more commonly known as 1303 East Overland, Scottsbluff, NE. The public hearing will be conducted on November _____, 2015 at 6:00 p.m., or as soon thereafter as can be held, in the City Council Chambers at Scottsbluff City Hall located at 2525 Circle Drive, Scottsbluff, NE.

City Clerk

City of Scottsbluff, Nebraska

Monday, November 16, 2015

Regular Meeting

Item Consent6

Council to set a special meeting for the purpose of conducting a goal setting session on November 30, 2015 at 6:00 p.m. to be held at the Platte Valley Professional Center, 1110 Circle Drive, Pioneer Meeting Room, Scottsbluff, NE.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska
Monday, November 16, 2015
Regular Meeting

Item Claims1

Regular claims

Staff Contact: Liz Hilyard, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 11/3/2015 - 11/16/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
Vendor: 00393 - ACTION COMMUNICATIONS INC.						
Fund: 111 - GENERAL						
equip maint	EQUIPMENT MAINTENANCE				151.00	
EQUIP MAINT	EQUIPMENT MAINTENANCE				65.00	
					Fund 111 - GENERAL Total:	216.00
Fund: 621 - ENVIRONMENTAL SERVICES						
WI MAX INTERNET	DEPARTMENT SUPPLIES				27.50	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	27.50
Fund: 631 - WASTEWATER						
WI MAX INTERNET	DEPARTMENT SUPPLIES				27.50	
					Fund 631 - WASTEWATER Total:	27.50
					Vendor 00393 - ACTION COMMUNICATIONS INC. Total:	271.00
Vendor: 00310 - ALAMAR CORP						
Fund: 111 - GENERAL						
UNIFORMS	UNIFORMS & CLOTHING				178.21	
UNIFORMS	UNIFORMS & CLOTHING				161.61	
EQUIP MAINT/UNIFORMS	UNIFORMS & CLOTHING				47.99	
EQUIP MAINT/UNIFORMS	EQUIPMENT MAINTENANCE				66.49	
					Fund 111 - GENERAL Total:	454.30
					Vendor 00310 - ALAMAR CORP Total:	454.30
Vendor: 05887 - ALLO COMMUNICATIONS,LLC						
Fund: 111 - GENERAL						
LOCAL TELEPHONE CHARGES	TELEPHONE				251.58	
LOCAL TELEPHONE CHARGES	TELEPHONE				69.44	
LOCAL TELEPHONE CHARGES	TELEPHONE				67.94	
LOCAL TELEPHONE CHARGES	TELEPHONE				37.14	
LOCAL TELEPHONE CHARGES	TELEPHONE				227.94	
LOCAL TELEPHONE CHARGES	TELEPHONE				246.04	
LOCAL TELEPHONE CHARGES	TELEPHONE				361.61	
LOCAL TELEPHONE CHARGES	TELEPHONE				1,618.23	
LOCAL TELEPHONE CHARGES	TELEPHONE				552.14	
LOCAL TELEPHONE CHARGES	TELEPHONE				167.13	
LOCAL TELEPHONE CHARGES	TELEPHONE				46.33	
					Fund 111 - GENERAL Total:	3,645.52
Fund: 212 - TRANSPORTATION						
LOCAL TELEPHONE CHARGES	TELEPHONE				439.09	
					Fund 212 - TRANSPORTATION Total:	439.09
Fund: 213 - CEMETERY						
LOCAL TELEPHONE CHARGES	TELEPHONE				69.44	
					Fund 213 - CEMETERY Total:	69.44
Fund: 621 - ENVIRONMENTAL SERVICES						
LOCAL TELEPHONE CHARGES	TELEPHONE				194.88	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	194.88
Fund: 631 - WASTEWATER						
LOCAL TELEPHONE CHARGES	TELEPHONE				135.88	
					Fund 631 - WASTEWATER Total:	135.88
Fund: 641 - WATER						
LOCAL TELEPHONE CHARGES	TELEPHONE				102.66	
					Fund 641 - WATER Total:	102.66

Expense Approval Report

Post Dates: 11/3/2015 - 11/16/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 661 - STORMWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.72
					Fund 661 - STORMWATER Total:
					34.72
Fund: 721 - GIS SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.14
					Fund 721 - GIS SERVICES Total:
					34.14
					Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:
					4,656.33
Vendor: 00382 - AMERICAN WATER WORKS ASSOCIATION					
Fund: 641 - WATER					
MEMBERSHIPS	MEMBERSHIPS				182.00
					Fund 641 - WATER Total:
					182.00
					Vendor 00382 - AMERICAN WATER WORKS ASSOCIATION Total:
					182.00
Vendor: 02118 - ANITA'S GREENSCAPING INC					
Fund: 216 - BUSINESS IMPROVEMENT					
PRKNG LOT MNTNCE	CONTRACTUAL SERVICES				180.55
PRKNG LOT MNTNC	CONTRACTUAL SERVICES				155.56
PRKNG LOT MNTNCE	CONTRACTUAL SERVICES				191.67
PRKNG LOT MNTNCE	CONTRACTUAL SERVICES				111.12
					Fund 216 - BUSINESS IMPROVEMENT Total:
					638.90
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				180.55
CONTRACTUAL SVC	CONTRACTUAL SERVICES				47.22
CONTRACTUAL SVC	CONTRACTUAL SERVICES				1,277.17
					Fund 661 - STORMWATER Total:
					1,504.94
					Vendor 02118 - ANITA'S GREENSCAPING INC Total:
					2,143.84
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				9.75
BLDG MAINT	BUILDING MAINTENANCE				9.75
BLDG MAINT	BUILDING MAINTENANCE				9.75
BLDG MAINT	BUILDING MAINTENANCE				9.75
DEPT SUPP	DEPARTMENT SUPPLIES				45.00
Dep sup	DEPARTMENT SUPPLIES				73.00
					Fund 111 - GENERAL Total:
					157.00
Fund: 212 - TRANSPORTATION					
SUPP - WATER	DEPARTMENT SUPPLIES				35.00
					Fund 212 - TRANSPORTATION Total:
					35.00
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				71.46
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					71.46
					Vendor 00295 - B & H INVESTMENTS, INC Total:
					263.46
Vendor: 00271 - B&C STEEL CORPORATION					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				23.25
					Fund 111 - GENERAL Total:
					23.25
Fund: 212 - TRANSPORTATION					
SUPP - REBAR	DEPARTMENT SUPPLIES				14.58
SUPP - SQ. TUBING	DEPARTMENT SUPPLIES				321.48
					Fund 212 - TRANSPORTATION Total:
					336.06
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				72.52
					Fund 213 - CEMETERY Total:
					72.52
					Vendor 00271 - B&C STEEL CORPORATION Total:
					431.83

Expense Approval Report

Post Dates: 11/3/2015 - 11/16/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				29.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					29.50
Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:					29.50
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
Cont. svcs	CONTRACTUAL SERVICES				156.41
Fund 111 - GENERAL Total:					156.41
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:					156.41
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.					
Fund: 212 - TRANSPORTATION					
SUPP - WAFERBOARD	DEPARTMENT SUPPLIES				63.17
Fund 212 - TRANSPORTATION Total:					63.17
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:					63.17
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
monthly cell-fire	CELLULAR PHONE				237.37
CELL PHONES	TELEPHONE				511.26
data modem	CELLULAR PHONE				25.02
Fund 111 - GENERAL Total:					773.65
Fund: 212 - TRANSPORTATION					
CELL PHONE FOR ON CALL	TELEPHONE				15.91
Fund 212 - TRANSPORTATION Total:					15.91
Vendor 07911 - CELLCO PARTNERSHIP Total:					789.56
Vendor: 00363 - CEMENTER'S INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				120.38
Fund 641 - WATER Total:					120.38
Vendor 00363 - CEMENTER'S INC Total:					120.38
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				209.93
DEPT SUPP	DEPARTMENT SUPPLIES				281.93
Fund 111 - GENERAL Total:					491.86
Vendor 02396 - CITIBANK N.A. Total:					491.86
Vendor: 00484 - CITY OF GERING					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				43,115.80
Fund 621 - ENVIRONMENTAL SERVICES Total:					43,115.80
Vendor 00484 - CITY OF GERING Total:					43,115.80
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				247.10
Fund 111 - GENERAL Total:					247.10
Vendor 01976 - CLARK PRINTING LLC Total:					247.10
Vendor: 00706 - COMPUTER CONNECTION INC					
Fund: 111 - GENERAL					
RENT-MACH	RENT-MACHINES				45.10
Fund 111 - GENERAL Total:					45.10
Vendor 00706 - COMPUTER CONNECTION INC Total:					45.10
Vendor: 09478 - CONNOR MCDOWELL					
Fund: 111 - GENERAL					
Advance travel for Tech Class	SCHOOL & CONFERENCE				200.00

Expense Approval Report

Post Dates: 11/3/2015 - 11/16/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
travel week 2 tech class	SCHOOL & CONFERENCE				200.00
				Fund 111 - GENERAL Total:	400.00
				Vendor 09478 - CONNOR MCDOWELL Total:	400.00
Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				135.25
SCHOOLS & CONF	SCHOOL & CONFERENCE				175.50
				Fund 111 - GENERAL Total:	310.75
				Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:	310.75
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				29.64
				Fund 111 - GENERAL Total:	29.64
Fund: 212 - TRANSPORTATION					
SUPP - BATT	DEPARTMENT SUPPLIES				15.17
SUPP - WHEEL BARROW	DEPARTMENT SUPPLIES				312.62
				Fund 212 - TRANSPORTATION Total:	327.79
Fund: 621 - ENVIRONMENTAL SERVICES					
uniforms & clothing	UNIFORMS & CLOTHING				4.65
				Fund 621 - ENVIRONMENTAL SERVICES Total:	4.65
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				7.84
DEPT SUP	DEPARTMENT SUPPLIES				14.70
				Fund 631 - WASTEWATER Total:	22.54
				Vendor 00267 - CONTRACTORS MATERIALS INC. Total:	384.62
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				49.78
				Fund 111 - GENERAL Total:	49.78
				Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:	49.78
Vendor: 09578 - CROSS ANGELITA					
Fund: 111 - GENERAL					
WITNESS FEES	WITNESS FEES				23.45
				Fund 111 - GENERAL Total:	23.45
				Vendor 09578 - CROSS ANGELITA Total:	23.45
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				11.69
Dep sup	DEPARTMENT SUPPLIES				43.92
DEPT. SUPPLIES	DEPARTMENT SUPPLIES				30.10
DEPT SUPP	DEPARTMENT SUPPLIES				6.29
DEPT SUP	DEPARTMENT SUPPLIES				37.29
DEPT SUP	DEPARTMENT SUPPLIES				33.98
Dep sup	DEPARTMENT SUPPLIES				20.34
				Fund 111 - GENERAL Total:	183.61
				Vendor 07689 - CYNTHIA GREEN Total:	183.61
Vendor: 00234 - D & H ELECTRONICS INC.					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				63.77
				Fund 641 - WATER Total:	63.77
				Vendor 00234 - D & H ELECTRONICS INC. Total:	63.77

Expense Approval Report

Post Dates: 11/3/2015 - 11/16/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 213 - CEMETERY					
EQUP MAINT	EQUIPMENT MAINTENANCE				36.00
					Fund 213 - CEMETERY Total:
					36.00
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				40.00
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					40.00
					Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:
					76.00
Vendor: 08951 - DANA F. COLE & CO., LLP					
Fund: 111 - GENERAL					
RECRUITMENT SERVICES	RECRUITMENT				485.00
					Fund 111 - GENERAL Total:
					485.00
					Vendor 08951 - DANA F. COLE & CO., LLP Total:
					485.00
Vendor: 00290 - DEEDS, RICK					
Fund: 223 - KENO					
TREE REBATE	CONTRACTUAL SERVICES				90.00
					Fund 223 - KENO Total:
					90.00
					Vendor 00290 - DEEDS, RICK Total:
					90.00
Vendor: 09512 - DIAMONDBACK ENGINEERING & SURVEYING, INC					
Fund: 224 - ECONOMIC DEVELOPMENT					
LB840 UTILITY STUDY	CONTRACTUAL SERVICES				12,660.00
					Fund 224 - ECONOMIC DEVELOPMENT Total:
					12,660.00
					Vendor 09512 - DIAMONDBACK ENGINEERING & SURVEYING, INC Total:
					12,660.00
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				450.00
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					450.00
					Vendor 07421 - DUANE E. WOHLERS Total:
					450.00
Vendor: 02460 - FASTENAL COMPANY					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				66.71
SUPP	DEPARTMENT SUPPLIES				17.72
					Fund 212 - TRANSPORTATION Total:
					84.43
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				2,535.90
					Fund 641 - WATER Total:
					2,535.90
					Vendor 02460 - FASTENAL COMPANY Total:
					2,620.33
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				1,046.36
					Fund 111 - GENERAL Total:
					1,046.36
					Vendor 07574 - FAT BOYS TIRE AND AUTO Total:
					1,046.36
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				1,395.75
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					1,395.75
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				105.24
					Fund 631 - WASTEWATER Total:
					105.24
					Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:
					1,500.99

Expense Approval Report

Post Dates: 11/3/2015 - 11/16/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				658.41
					Fund 111 - GENERAL Total:
					658.41
					Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:
					658.41
Vendor: 09579 - FURREY MICHAEL					
Fund: 111 - GENERAL					
WITNESS FEES	WITNESS FEES				23.45
					Fund 111 - GENERAL Total:
					23.45
					Vendor 09579 - FURREY MICHAEL Total:
					23.45
Vendor: 00887 - FYR-TEK INC					
Fund: 225 - MUTUAL FIRE					
PSS 7000 SCBA face mask	DEPARTMENT SUPPLIES				1,205.65
					Fund 225 - MUTUAL FIRE Total:
					1,205.65
					Vendor 00887 - FYR-TEK INC Total:
					1,205.65
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				52.67
					Fund 111 - GENERAL Total:
					52.67
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				40.10
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					40.10
					Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:
					92.77
Vendor: 06671 - H D SUPPLY WATERWORKS LTD					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				321.46
METERS	METERS				14,037.24
					Fund 641 - WATER Total:
					14,358.70
					Vendor 06671 - H D SUPPLY WATERWORKS LTD Total:
					14,358.70
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				1,770.05
					Fund 641 - WATER Total:
					1,770.05
					Vendor 04371 - HAWKINS, INC. Total:
					1,770.05
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				716.60
					Fund 631 - WASTEWATER Total:
					716.60
					Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:
					716.60
Vendor: 00861 - HEILBRUN'S INC.					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				182.82
veh maint	VEHICLE MAINTENANCE				477.78
VEH MAINT	VEHICLE MAINTENANCE				57.13
VEH MAINT	VEHICLE MAINTENANCE				26.30
VEH MAINT	VEHICLE MAINTENANCE				10.50
VEH MAINT	VEHICLE MAINTENANCE				18.38
DEPT SUPP	DEPARTMENT SUPPLIES				28.98
VEH MAINT	VEHICLE MAINTENANCE				2.74
VEH MAINT	VEHICLE MAINTENANCE				2.74
VEH MAINT	VEHICLE MAINTENANCE				11.99
equip maint	EQUIPMENT MAINTENANCE				4.66
jan supp	BUILDING MAINTENANCE				34.92
equip maint	EQUIPMENT MAINTENANCE				49.98

Expense Approval Report

Post Dates: 11/3/2015 - 11/16/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
equip maint	EQUIPMENT MAINTENANCE				-24.99
Fund 111 - GENERAL Total:					883.93
Fund: 212 - TRANSPORTATION					
TRANSFER PUMP FOR CENTRAL...	DEPARTMENT SUPPLIES				484.19
PARTS FOR TAR KETTLE	EQUIPMENT MAINTENANCE				11.74
Fund 212 - TRANSPORTATION Total:					495.93
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				38.99
vehicle mtnc	VEHICLE MAINTENANCE				30.05
vehicle mtnc	VEHICLE MAINTENANCE				25.38
dept supplies	DEPARTMENT SUPPLIES				580.41
Vehicle mtnc	VEHICLE MAINTENANCE				150.99
Fund 621 - ENVIRONMENTAL SERVICES Total:					825.82
Vendor 00861 - HEILBRUN'S INC. Total:					2,205.68
Vendor: 00105 - HENKEL'S MACHINE AND WELDING					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				2,066.75
Fund 621 - ENVIRONMENTAL SERVICES Total:					2,066.75
Vendor 00105 - HENKEL'S MACHINE AND WELDING Total:					2,066.75
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				13.75
GROUND MAINT	GROUNDS MAINTENANCE				26.00
DEPT SUPP	DEPARTMENT SUPPLIES				95.50
Fund 111 - GENERAL Total:					135.25
Fund: 212 - TRANSPORTATION					
BUILD. MAIN - KEYS	DEPARTMENT SUPPLIES				20.00
Fund 212 - TRANSPORTATION Total:					20.00
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:					155.25
Vendor: 06423 - HYDROTEX PARTNERS, LTD					
Fund: 212 - TRANSPORTATION					
HYD. OIL/ATF FOR CENTRAL GA...	OIL & ANTIFREEZE				9,513.84
Fund 212 - TRANSPORTATION Total:					9,513.84
Vendor 06423 - HYDROTEX PARTNERS, LTD Total:					9,513.84
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				96.39
UNIFORMS	UNIFORMS & CLOTHING				100.98
Jan sup	JANITORIAL SUPPLIES				76.62
UNIFORMS	UNIFORMS & CLOTHING				96.39
DEPT SUPP	DEPARTMENT SUPPLIES				46.72
UNIFORMS	UNIFORMS & CLOTHING				96.39
Jan sup	JANITORIAL SUPPLIES				76.62
UNIFORMS	UNIFORMS & CLOTHING				100.98
dept supp	DEPARTMENT SUPPLIES				34.98
Fund 111 - GENERAL Total:					726.07
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS, CVRLLS	DEPARTMENT SUPPLIES				61.11
SUPP - MATS, TOWELS, CVRLLS	DEPARTMENT SUPPLIES				61.11
Fund 212 - TRANSPORTATION Total:					122.22
Fund: 213 - CEMETERY					
JANITORIAL SUPP	JANITORIAL SUPPLIES				9.90
Fund 213 - CEMETERY Total:					9.90

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				116.98
				Fund 621 - ENVIRONMENTAL SERVICES Total:	116.98
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				28.64
				Fund 641 - WATER Total:	28.64
				Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	1,003.81
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				436.53
				Fund 111 - GENERAL Total:	436.53
				Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:	436.53
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				39.40
Bks	BOOKS				2,962.27
Bks	BOOKS				176.51
				Fund 111 - GENERAL Total:	3,178.18
				Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:	3,178.18
Vendor: 05196 - INTERNATIONAL CODE COUNCIL, INC.					
Fund: 111 - GENERAL					
DEPT BOOKS	BOOKS				76.00
				Fund 111 - GENERAL Total:	76.00
				Vendor 05196 - INTERNATIONAL CODE COUNCIL, INC. Total:	76.00
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
BATTERY FOR HP COMPAQ	DEPARTMENT SUPPLIES				30.00
DEPT. SUPPLIES	DEPARTMENT SUPPLIES				62.07
DEPT SUPPLIES	DEPARTMENT SUPPLIES				1,133.96
CONTRACT SERVICES	CONTRACTUAL SERVICES				900.00
CONTRACT SERVICES	CONTRACTUAL SERVICES				2,231.25
				Fund 111 - GENERAL Total:	4,357.28
				Vendor 08525 - INTRALINKS, INC Total:	4,357.28
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				54.95
				Fund 111 - GENERAL Total:	54.95
				Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:	54.95
Vendor: 00192 - J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
PUBLIC OFFICIAL BONDS	BONDING				875.00
PUBLIC OFFICIAL BONDS	BONDING				30.00
				Fund 111 - GENERAL Total:	905.00
				Vendor 00192 - J G ELLIOTT CO.INC. Total:	905.00
Vendor: 08642 - JEROLD E. HIGEL					
Fund: 212 - TRANSPORTATION					
ELECT. MAIN. FOR TRAFFIC SIG...	ELECTRICAL MAINTENANCE				1,155.00
				Fund 212 - TRANSPORTATION Total:	1,155.00
				Vendor 08642 - JEROLD E. HIGEL Total:	1,155.00
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				18.95
				Fund 111 - GENERAL Total:	18.95

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
CLOTHING	UNIFORMS & CLOTHING				244.98
					244.98
Fund 212 - TRANSPORTATION Total:					244.98
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				61.47
					61.47
Fund 213 - CEMETERY Total:					61.47
Vendor 06131 - JOHN DEERE FINANCIAL Total:					325.40
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				45.98
					45.98
Fund 111 - GENERAL Total:					45.98
Vendor 08067 - JOHN DEERE FINANCIAL Total:					45.98
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				68.08
					68.08
Fund 111 - GENERAL Total:					68.08
Vendor 09474 - JOHN DEERE FINANCIAL Total:					68.08
Vendor: 00639 - KRIZ-DAVIS COMPANY					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				9.31
					9.31
Fund 631 - WASTEWATER Total:					9.31
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				10.79
					10.79
Fund 641 - WATER Total:					10.79
Vendor 00639 - KRIZ-DAVIS COMPANY Total:					20.10
Vendor: 05578 - LEXISNEXIS RISK DATA MANAGMENT INC					
Fund: 111 - GENERAL					
CONSULTING	CONSULTING SERVICES				100.00
					100.00
Fund 111 - GENERAL Total:					100.00
Vendor 05578 - LEXISNEXIS RISK DATA MANAGMENT INC Total:					100.00
Vendor: 09576 - LOUZENHISER ARLEN					
Fund: 111 - GENERAL					
WITNESS FEES	WITNESS FEES				20.00
					20.00
Fund 111 - GENERAL Total:					20.00
Vendor 09576 - LOUZENHISER ARLEN Total:					20.00
Vendor: 09575 - LOUZENHISER JOHNNY					
Fund: 111 - GENERAL					
WITNESS FEES	WITNESS FEES				83.25
					83.25
Fund 111 - GENERAL Total:					83.25
Vendor 09575 - LOUZENHISER JOHNNY Total:					83.25
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 641 - WATER					
RENT MACHINES	RENT-MACHINES				41.37
					41.37
Fund 641 - WATER Total:					41.37
Vendor 08317 - MATHESON TRI-GAS INC Total:					41.37
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
BLD MAINT	BUILDING MAINTENANCE				10.34
GROUND MAINT	GROUNDS MAINTENANCE				41.88
DEPT SUPP	DEPARTMENT SUPPLIES				31.96
DEPT SUPP	DEPARTMENT SUPPLIES				109.38
DEPT SUPP	DEPARTMENT SUPPLIES				132.03
bldg maint	BUILDING MAINTENANCE				25.22
DEPT SUPP	DEPARTMENT SUPPLIES				7.96

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
EQUIP MAINT	EQUIPMENT MAINTENANCE				29.57
				Fund 111 - GENERAL Total:	388.34
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				3.69
				Fund 212 - TRANSPORTATION Total:	3.69
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				70.43
				Fund 621 - ENVIRONMENTAL SERVICES Total:	70.43
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				11.42
DEPT SUP	DEPARTMENT SUPPLIES				15.96
DEPT SUP	DEPARTMENT SUPPLIES				19.88
DEPT SUP	DEPARTMENT SUPPLIES				47.96
				Fund 631 - WASTEWATER Total:	95.22
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				191.48
DEPT SUP	DEPARTMENT SUPPLIES				33.63
DEPT SUP	DEPARTMENT SUPPLIES				16.99
				Fund 641 - WATER Total:	242.10
				Vendor 07628 - MENARDS, INC Total:	799.78
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
LEGAL PUB	LEGAL PUBLICATIONS				24.43
LEGAL PUB	LEGAL PUBLICATIONS				15.65
Legal Publishing	LEGAL PUBLICATIONS				380.95
Legal Publishing	LEGAL PUBLICATIONS				58.01
Legal Publishing	LEGAL PUBLICATIONS				12.59
Legal Publishing	RECRUITMENT				2,197.05
				Fund 111 - GENERAL Total:	2,688.68
Fund: 212 - TRANSPORTATION					
Legal Publishing	LEGAL PUBLICATIONS				25.20
				Fund 212 - TRANSPORTATION Total:	25.20
Fund: 224 - ECONOMIC DEVELOPMENT					
Legal Publishing	PUBLICATIONS				29.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	29.00
Fund: 621 - ENVIRONMENTAL SERVICES					
Legal Publishing	LEGAL PUBLICATIONS				688.24
				Fund 621 - ENVIRONMENTAL SERVICES Total:	688.24
Fund: 631 - WASTEWATER					
Legal Publishing	LEGAL PUBLICATIONS				10.68
				Fund 631 - WASTEWATER Total:	10.68
				Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:	3,441.80
Vendor: 09577 - MOORE KATHERINE					
Fund: 111 - GENERAL					
WITNESS FEES STATE VS MICHE...	WITNESS FEES				23.45
				Fund 111 - GENERAL Total:	23.45
				Vendor 09577 - MOORE KATHERINE Total:	23.45
Vendor: 09304 - NCMA					
Fund: 111 - GENERAL					
MEMBERSHIP	MEMBERSHIPS				100.00
				Fund 111 - GENERAL Total:	100.00
				Vendor 09304 - NCMA Total:	100.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08083 - NE COLORADO CELLULAR, INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				16.18
				Fund 631 - WASTEWATER Total:	16.18
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				16.18
				Fund 641 - WATER Total:	16.18
				Vendor 08083 - NE COLORADO CELLULAR, INC Total:	32.36
Vendor: 03397 - NEBRASKA FIRE CHIEFS' ASSOCIATION					
Fund: 111 - GENERAL					
annual dues fire chiefs assc.	MEMBERSHIPS				50.00
				Fund 111 - GENERAL Total:	50.00
				Vendor 03397 - NEBRASKA FIRE CHIEFS' ASSOCIATION Total:	50.00
Vendor: 00402 - NEBRASKA MACHINERY CO					
Fund: 111 - GENERAL					
DEPT SUPP	CONTRACTUAL SERVICES				440.51
				Fund 111 - GENERAL Total:	440.51
				Vendor 00402 - NEBRASKA MACHINERY CO Total:	440.51
Vendor: 00088 - NEBRASKA MUNICIPAL CLERKS' ASSOCIATION					
Fund: 111 - GENERAL					
MEMBERSHIP DUES	MEMBERSHIPS				35.00
				Fund 111 - GENERAL Total:	35.00
				Vendor 00088 - NEBRASKA MUNICIPAL CLERKS' ASSOCIATION Total:	35.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 111 - GENERAL					
Electric	ELECTRICITY				479.83
Electric	ELECTRICITY				547.62
Electric	ELECTRICITY				158.92
Electric	ELECTRICITY				547.62
Electric	ELECTRICITY				74.82
Electric	ELECTRICITY				2,394.17
Electric	ELECTRICITY				2,308.53
Electric	ELECTRICITY				328.16
Electric	ELECTRICITY				67.69
Electric	STREET LIGHTS				100.40
				Fund 111 - GENERAL Total:	7,007.76
Fund: 212 - TRANSPORTATION					
Electric	ELECTRICITY				563.43
Electric	ELECTRIC POWER				1,843.36
Electric	STREET LIGHTS				28,025.36
				Fund 212 - TRANSPORTATION Total:	30,432.15
Fund: 213 - CEMETERY					
Electric	ELECTRICITY				175.64
				Fund 213 - CEMETERY Total:	175.64
Fund: 216 - BUSINESS IMPROVEMENT					
Electric	STREET LIGHTS				85.42
				Fund 216 - BUSINESS IMPROVEMENT Total:	85.42
Fund: 621 - ENVIRONMENTAL SERVICES					
Electric	ELECTRICITY				543.99
				Fund 621 - ENVIRONMENTAL SERVICES Total:	543.99
Fund: 631 - WASTEWATER					
Electric	ELECTRICITY				358.80
Electric	ELECTRIC POWER				45.09
				Fund 631 - WASTEWATER Total:	403.89

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
Electric	ELECTRICITY				29.57
Electric	ELECTRIC POWER				269.00
Fund 641 - WATER Total:					298.57
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:					38,947.42
Vendor: 09509 - NEMNICH AUTOMOTIVE					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				78.75
Fund 111 - GENERAL Total:					78.75
Vendor 09509 - NEMNICH AUTOMOTIVE Total:					78.75
Vendor: 09413 - NEOPOST					
Fund: 111 - GENERAL					
POSTAGE	POSTAGE				1,000.00
Fund 111 - GENERAL Total:					1,000.00
Vendor 09413 - NEOPOST Total:					1,000.00
Vendor: 04453 - NORTHERN SAFETY COMPANY, INC.					
Fund: 641 - WATER					
UNIFORM / SUPPLIES	DEPARTMENT SUPPLIES				37.61
UNIFORM / SUPPLIES	UNIFORMS & CLOTHING				84.18
Fund 641 - WATER Total:					121.79
Vendor 04453 - NORTHERN SAFETY COMPANY, INC. Total:					121.79
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GROUNDS MAINT	GROUNDS MAINTENANCE				22.16
GROUNDS MAINT	GROUNDS MAINTENANCE				3.87
GROUNDS MAINT	GROUNDS MAINTENANCE				2.25
GROUNDS MAINT	GROUNDS MAINTENANCE				1.53
GROUNDS MAINT	GROUNDS MAINTENANCE				28.93
GROUNDS MAINT	GROUNDS MAINTENANCE				5.35
Fund 111 - GENERAL Total:					64.09
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:					64.09
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC					
Fund: 111 - GENERAL					
Cont. srvc	CONTRACTUAL SERVICES				310.39
Fund 111 - GENERAL Total:					310.39
Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:					310.39
Vendor: 08840 - ONE CALL CONCEPTS, INC					
Fund: 212 - TRANSPORTATION					
CONTRACTUAL SERV	CONTRACTUAL SERVICES				43.92
Fund 212 - TRANSPORTATION Total:					43.92
Fund: 631 - WASTEWATER					
CONTRACTUAL SERV	CONTRACTUAL SERVICES				43.92
Fund 631 - WASTEWATER Total:					43.92
Fund: 641 - WATER					
CONTRACTUAL SERV	CONTRACTUAL SERVICES				43.91
Fund 641 - WATER Total:					43.91
Vendor 08840 - ONE CALL CONCEPTS, INC Total:					131.75
Vendor: 09571 - ONE INVESTMENT COMPANY					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				166.00
Fund 111 - GENERAL Total:					166.00
Vendor 09571 - ONE INVESTMENT COMPANY Total:					166.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC					
Fund: 111 - GENERAL					
bldg maint	BUILDING MAINTENANCE				225.00
					Fund 111 - GENERAL Total:
					<u>225.00</u>
Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:					
225.00					
Vendor: 00187 - PANHANDLE CONCRETE PRODUCTS, INC					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				177.00
DEPT SUP	DEPARTMENT SUPPLIES				533.00
					Fund 631 - WASTEWATER Total:
					<u>710.00</u>
Vendor 00187 - PANHANDLE CONCRETE PRODUCTS, INC Total:					
710.00					
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
DEPT FUEL	GASOLINE				107.38
FUEL	GASOLINE				-59.47
FUEL	GASOLINE				881.49
FUEL	OTHER FUEL				1,461.94
GASOLINE	GASOLINE				3,519.85
					Fund 111 - GENERAL Total:
					<u>5,911.19</u>
Fund: 212 - TRANSPORTATION					
UNLEADED GASOLINE	GASOLINE				579.53
UNLEADED GASOLINE	OTHER FUEL				2,062.18
					Fund 212 - TRANSPORTATION Total:
					<u>2,641.71</u>
Fund: 621 - ENVIRONMENTAL SERVICES					
gasoline	GASOLINE				6,806.75
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					<u>6,806.75</u>
Fund: 631 - WASTEWATER					
FUEL	GASOLINE				663.65
FUEL	OTHER FUEL				1,043.87
					Fund 631 - WASTEWATER Total:
					<u>1,707.52</u>
Fund: 641 - WATER					
FUEL	GASOLINE				1,101.40
					Fund 641 - WATER Total:
					<u>1,101.40</u>
Fund: 661 - STORMWATER					
FUEL	GASOLINE				34.22
					Fund 661 - STORMWATER Total:
					<u>34.22</u>
Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:					
18,202.79					
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				54.00
SAMPLES	SAMPLES				20.00
					Fund 641 - WATER Total:
					<u>146.00</u>
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:					
146.00					
Vendor: 00620 - PATTLEN ENTERPRISE, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				33.30
					Fund 111 - GENERAL Total:
					<u>33.30</u>
Vendor 00620 - PATTLEN ENTERPRISE, INC Total:					
33.30					
Vendor: 09572 - PEDERSEN ANTON					
Fund: 111 - GENERAL					
LEGAL	WITNESS FEES				20.00
					Fund 111 - GENERAL Total:
					<u>20.00</u>
Vendor 09572 - PEDERSEN ANTON Total:					
20.00					

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00472 - POLICE OFFICERS' ASSOCIATION OF NEBRASKA					
Fund: 111 - GENERAL					
PUBLICATIONS	PUBLICATIONS				280.00
					Fund 111 - GENERAL Total:
					280.00
Vendor 00472 - POLICE OFFICERS' ASSOCIATION OF NEBRASKA Total:					
280.00					
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				14.32
DEPT SUPPL	DEPARTMENT SUPPLIES				195.02
DEPT SUPPL	DEPARTMENT SUPPLIES				34.99
DEPT SUPPL	DEPARTMENT SUPPLIES				31.98
DEPT SUPPL/INVEST SUPPL	DEPARTMENT SUPPLIES				80.88
DEPT SUPPL/INVEST SUPPL	INVESTIGATION SUPPLIES				37.48
DEPT SUPPL	DEPARTMENT SUPPLIES				14.04
DEPT SUPPL	DEPARTMENT SUPPLIES				14.04
					Fund 111 - GENERAL Total:
					422.75
Vendor 00266 - QUILL CORPORATION Total:					
422.75					
Vendor: 06780 - RAILROAD MANAGEMENT CO III, LLC					
Fund: 631 - WASTEWATER					
RENT - LAND	RENT-LAND				176.86
RENT - LAND	RENT-LAND				176.86
					Fund 631 - WASTEWATER Total:
					353.72
Fund: 641 - WATER					
RENT - LAND	RENT-LAND				176.86
					Fund 641 - WATER Total:
					176.86
Fund: 661 - STORMWATER					
RENT - LAND	RENT-LAND				579.63
					Fund 661 - STORMWATER Total:
					579.63
Vendor 06780 - RAILROAD MANAGEMENT CO III, LLC Total:					
1,110.21					
Vendor: 04576 - REGANIS AUTO CENTER, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				374.00
VEH MAINT	VEHICLE MAINTENANCE				55.45
VEH MAINT	VEHICLE MAINTENANCE				55.45
VEH MAINT	VEHICLE MAINTENANCE				295.00
VEH MAINT	VEHICLE MAINTENANCE				32.60
					Fund 111 - GENERAL Total:
					812.50
Vendor 04576 - REGANIS AUTO CENTER, INC Total:					
812.50					
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
HEALTH INS. PREMIUMS	PREMIUM EXPENSE				39,082.64
					Fund 812 - HEALTH INSURANCE Total:
					39,082.64
Vendor 04089 - REGIONAL CARE INC Total:					
39,082.64					
Vendor: 00798 - REGISTER OF DEEDS					
Fund: 213 - CEMETERY					
LEGAL FEES	LEGAL FEES				10.00
LEGAL FEES	LEGAL FEES				10.00
LEGAL FEES	LEGAL FEES				10.00
LEGAL FEES	LEGAL FEES				10.00
LEGAL FEES	LEGAL FEES				10.00
LEGAL FEES	LEGAL FEES				10.00
LEGAL FEES	LEGAL FEES				10.00
LEGAL FEES	LEGAL FEES				10.00
					Fund 213 - CEMETERY Total:
					80.00
Vendor 00798 - REGISTER OF DEEDS Total:					
80.00					

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09383 - RUSHMORE MEDIA COMPANY, INC					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				456.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				17.50
CONTRACTUAL SVC	CONTRACTUAL SERVICES				17.50
Fund 661 - STORMWATER Total:					491.00
Vendor 09383 - RUSHMORE MEDIA COMPANY, INC Total:					491.00
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				33.70
EQUIP MAINT	EQUIPMENT MAINTENANCE				264.39
EQUIP MAINT	EQUIPMENT MAINTENANCE				23.21
Fund 111 - GENERAL Total:					321.30
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:					321.30
Vendor: 00496 - SATUR, JACK					
Fund: 641 - WATER					
travel	SCHOOL & CONFERENCE				50.00
Fund 641 - WATER Total:					50.00
Vendor 00496 - SATUR, JACK Total:					50.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
COURT COST	LEGAL FEES				204.00
Fund 111 - GENERAL Total:					204.00
Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:					204.00
Vendor: 00111 - SCOTTSBLUFF BODY & PAINT					
Fund: 111 - GENERAL					
TOW SERVICE	CONTRACTUAL SERVICES				85.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
TOW SERVICE	CONTRACTUAL SERVICES				80.00
TOW SERVICE	CONTRACTUAL SERVICES				70.00
Fund 111 - GENERAL Total:					305.00
Vendor 00111 - SCOTTSBLUFF BODY & PAINT Total:					305.00
Vendor: 01973 - SCOTTSBLUFF LANDSCAPING INC					
Fund: 111 - GENERAL					
CONTRACTUAL SERV	CONTRACTUAL SERVICES				425.00
Fund 111 - GENERAL Total:					425.00
Vendor 01973 - SCOTTSBLUFF LANDSCAPING INC Total:					425.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				40.00
Fund 111 - GENERAL Total:					40.00
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				112.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					112.50
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:					152.50
Vendor: 01036 - SENSUS USA INC					
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				1,838.00
Fund 641 - WATER Total:					1,838.00
Vendor 01036 - SENSUS USA INC Total:					1,838.00

Expense Approval Report

Post Dates: 11/3/2015 - 11/16/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
Vendor: 00786 - SHERWIN WILLIAMS						
Fund: 111 - GENERAL						
EQUIP MAINT	EQUIPMENT MAINTENANCE				22.91	
					Fund 111 - GENERAL Total:	22.91
					Vendor 00786 - SHERWIN WILLIAMS Total:	22.91
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.						
Fund: 111 - GENERAL						
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				6,264.61	
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				4,167.18	
					Fund 111 - GENERAL Total:	10,431.79
Fund: 224 - ECONOMIC DEVELOPMENT						
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				40.50	
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				829.00	
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				162.00	
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				877.50	
					Fund 224 - ECONOMIC DEVELOPMENT Total:	1,909.00
Fund: 661 - STORMWATER						
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				270.00	
					Fund 661 - STORMWATER Total:	270.00
					Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:	12,610.79
Vendor: 01031 - SIMON CONTRACTORS						
Fund: 212 - TRANSPORTATION						
CONCRETE	STREET MAINTENANCE				817.50	
STR. REPAIR SUPP - BASE GRAV...	STREET REPAIR SUPPLIES				725.48	
CONCRETE	STREET MAINTENANCE				2,007.50	
CONCRETE	STREET MAINTENANCE				1,980.00	
CONCRETE	STREET MAINTENANCE				1,901.25	
CONCRETE	STREET MAINTENANCE				41.25	
					Fund 212 - TRANSPORTATION Total:	7,472.98
Fund: 631 - WASTEWATER						
DEPT SUP	DEPARTMENT SUPPLIES				420.00	
					Fund 631 - WASTEWATER Total:	420.00
					Vendor 01031 - SIMON CONTRACTORS Total:	7,892.98
Vendor: 04741 - SPENCER, KEVIN						
Fund: 111 - GENERAL						
SCHOOLS & CONF	SCHOOL & CONFERENCE				225.50	
					Fund 111 - GENERAL Total:	225.50
					Vendor 04741 - SPENCER, KEVIN Total:	225.50
Vendor: 09574 - STERKEL JENNIFER						
Fund: 111 - GENERAL						
WITNESS FEES	WITNESS FEES				32.65	
					Fund 111 - GENERAL Total:	32.65
					Vendor 09574 - STERKEL JENNIFER Total:	32.65
Vendor: 07687 - THE CHICAGO LUMBER COMPANY OF OMAHA INC						
Fund: 621 - ENVIRONMENTAL SERVICES						
dept supplies	DEPARTMENT SUPPLIES				12.99	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	12.99
					Vendor 07687 - THE CHICAGO LUMBER COMPANY OF OMAHA INC Total:	12.99
Vendor: 01325 - THE PEAVEY CORP						
Fund: 111 - GENERAL						
INVEST SUPPL	INVESTIGATION SUPPLIES				78.00	
					Fund 111 - GENERAL Total:	78.00
					Vendor 01325 - THE PEAVEY CORP Total:	78.00

Expense Approval Report

Post Dates: 11/3/2015 - 11/16/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount	
Vendor: 01578 - THOMPSON GLASS, INC						
Fund: 111 - GENERAL						
EQUIP MAINT	EQUIPMENT MAINTENANCE				444.72	
					Fund 111 - GENERAL Total:	444.72
					Vendor 01578 - THOMPSON GLASS, INC Total:	444.72
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION						
Fund: 111 - GENERAL						
HIDTA LEASE	RENT-MACHINES				383.99	
HIDTA LEASE	RENT-MACHINES				383.99	
					Fund 111 - GENERAL Total:	767.98
					Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:	767.98
Vendor: 08821 - TYLER TECHNOLOGIES, INC						
Fund: 111 - GENERAL						
MAINTENANCE AGREEMENT	CONTRACTUAL SERVICES				167.48	
					Fund 111 - GENERAL Total:	167.48
Fund: 621 - ENVIRONMENTAL SERVICES						
MAINTENANCE AGREEMENT	CONTRACTUAL SERVICES				167.48	
					Fund 621 - ENVIRONMENTAL SERVICES Total:	167.48
Fund: 631 - WASTEWATER						
MAINTENANCE AGREEMENT	CONTRACTUAL SERVICES				167.47	
					Fund 631 - WASTEWATER Total:	167.47
Fund: 641 - WATER						
MAINTENANCE AGREEMENT	CONTRACTUAL SERVICES				167.47	
					Fund 641 - WATER Total:	167.47
					Vendor 08821 - TYLER TECHNOLOGIES, INC Total:	669.90
Vendor: 09239 - UNIQUE MANAGEMENT SERVICES, INC						
Fund: 111 - GENERAL						
Cont. svc	CONTRACTUAL SERVICES				286.40	
					Fund 111 - GENERAL Total:	286.40
					Vendor 09239 - UNIQUE MANAGEMENT SERVICES, INC Total:	286.40
Vendor: 01217 - US BANK						
Fund: 212 - TRANSPORTATION						
2015 HWY ALLOC. PLEDGE BOND	DEBT SERVICE-INTEREST				13,045.66	
					Fund 212 - TRANSPORTATION Total:	13,045.66
Fund: 412 - LEASE CORPORATION						
2015 LEASE/RENTAL REV BOND	DEBT SERVICE				355,000.00	
2015 LEASE/RENTAL REV BOND	DEBT SERVICE-INTEREST				20,428.09	
					Fund 412 - LEASE CORPORATION Total:	375,428.09
					Vendor 01217 - US BANK Total:	388,473.75
Vendor: 08828 - US BANK						
Fund: 111 - GENERAL						
SCHOOLS & CONF	SCHOOL & CONFERENCE				25.00	
SCHOOLS & CONF	SCHOOL & CONFERENCE				122.78	
SCHOOLS & CONF	SCHOOL & CONFERENCE				25.00	
SCHOOLS & CONF	SCHOOL & CONFERENCE				1,309.55	
					Fund 111 - GENERAL Total:	1,482.33
					Vendor 08828 - US BANK Total:	1,482.33
Vendor: 01744 - VALLEY BANK & TRUST CO						
Fund: 218 - PUBLIC SAFETY						
PUBLIC SAFETY TAX BOND	DEBT SERVICE				45,000.00	
PUBLIC SAFETY TAX BOND	DEBT SERVICE-INTEREST				9,727.50	
					Fund 218 - PUBLIC SAFETY Total:	54,727.50
					Vendor 01744 - VALLEY BANK & TRUST CO Total:	54,727.50

Expense Approval Report

Post Dates: 11/3/2015 - 11/16/2015

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09448 - VERIZON WIRELESS-LERT B					
Fund: 631 - WASTEWATER					
CELL PHONES	CELLULAR PHONE				47.58
					Fund 631 - WASTEWATER Total:
					47.58
Fund: 641 - WATER					
CELL PHONES	CELLULAR PHONE				83.52
					Fund 641 - WATER Total:
					83.52
					Vendor 09448 - VERIZON WIRELESS-LERT B Total:
					131.10
Vendor: 02798 - VINCE KELLEY					
Fund: 213 - CEMETERY					
TRAVEL	BUSINESS TRAVEL				73.77
					Fund 213 - CEMETERY Total:
					73.77
					Vendor 02798 - VINCE KELLEY Total:
					73.77
Vendor: 00110 - VOGEL WEST, INC					
Fund: 212 - TRANSPORTATION					
PUMP ARMOUR	DEPARTMENT SUPPLIES				26.40
					Fund 212 - TRANSPORTATION Total:
					26.40
					Vendor 00110 - VOGEL WEST, INC Total:
					26.40
Vendor: 06089 - WESTERN COOPERATIVE COMPANY					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				65.79
					Fund 621 - ENVIRONMENTAL SERVICES Total:
					65.79
					Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:
					65.79
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC					
Fund: 111 - GENERAL					
DOT TESTING - OCT. 2015	CONTRACTUAL SERVICES				191.00
					Fund 111 - GENERAL Total:
					191.00
					Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:
					191.00
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC					
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				13.00
					Fund 631 - WASTEWATER Total:
					13.00
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				39.00
					Fund 641 - WATER Total:
					39.00
Fund: 661 - STORMWATER					
VEH MAINT	VEHICLE MAINTENANCE				13.00
					Fund 661 - STORMWATER Total:
					13.00
					Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:
					65.00
Vendor: 03683 - WIN INVESTMENTS INC					
Fund: 641 - WATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				228.38
					Fund 641 - WATER Total:
					228.38
					Vendor 03683 - WIN INVESTMENTS INC Total:
					228.38
Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC					
Fund: 212 - TRANSPORTATION					
FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES				57.33
					Fund 212 - TRANSPORTATION Total:
					57.33
					Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:
					57.33
					Grand Total:
					697,666.63

Report Summary

Fund Summary

Fund	Expense Amount
111 - GENERAL	56,046.53
212 - TRANSPORTATION	66,602.46
213 - CEMETERY	578.74
216 - BUSINESS IMPROVEMENT	724.32
218 - PUBLIC SAFETY	54,727.50
223 - KENO	90.00
224 - ECONOMIC DEVELOPMENT	14,598.00
225 - MUTUAL FIRE	1,205.65
412 - LEASE CORPORATION	375,428.09
621 - ENVIRONMENTAL SERVICES	56,847.36
631 - WASTEWATER	5,006.25
641 - WATER	23,767.44
661 - STORMWATER	2,927.51
721 - GIS SERVICES	34.14
812 - HEALTH INSURANCE	39,082.64
Grand Total:	697,666.63

Account Summary

Account Number	Account Name	Expense Amount
111-42407-142	WITNESS FEES	226.25
111-52111-111	DEPARTMENT SUPPLIES	109.70
111-52111-115	DEPARTMENT SUPPLIES	30.10
111-52111-116	DEPARTMENT SUPPLIES	1,226.03
111-52111-121	DEPARTMENT SUPPLIES	310.84
111-52111-141	DEPARTMENT SUPPLIES	14.04
111-52111-142	DEPARTMENT SUPPLIES	671.00
111-52111-151	DEPARTMENT SUPPLIES	137.26
111-52111-171	DEPARTMENT SUPPLIES	595.37
111-52111-172	DEPARTMENT SUPPLIES	296.36
111-52121-151	JANITORIAL SUPPLIES	153.24
111-52163-142	INVESTIGATION SUPPLIES	115.48
111-52181-142	UNIFORMS & CLOTHING	918.94
111-52211-142	PUBLICATIONS	280.00
111-52222-121	BOOKS	76.00
111-52222-151	BOOKS	3,178.18
111-52311-114	MEMBERSHIPS	100.00
111-52311-115	MEMBERSHIPS	35.00
111-52311-141	MEMBERSHIPS	50.00
111-52411-111	POSTAGE	1,000.00
111-52511-121	GASOLINE	107.38
111-52511-142	GASOLINE	3,519.85
111-52511-171	GASOLINE	822.02
111-52521-171	OTHER FUEL	1,461.94
111-53111-112	CONTRACTUAL SERVICES	191.00
111-53111-114	CONTRACTUAL SERVICES	6,264.61
111-53111-116	CONTRACTUAL SERVICES	3,298.73
111-53111-142	CONTRACTUAL SERVICES	4,472.18
111-53111-151	CONTRACTUAL SERVICES	753.20
111-53111-171	CONTRACTUAL SERVICES	865.51
111-53121-142	CONSULTING SERVICES	100.00
111-53161-115	LEGAL PUBLICATIONS	380.95
111-53161-121	LEGAL PUBLICATIONS	58.01
111-53161-143	LEGAL PUBLICATIONS	40.08
111-53161-151	LEGAL PUBLICATIONS	12.59
111-53211-142	LEGAL FEES	204.00
111-53421-111	BUILDING MAINTENANCE	75.00
111-53421-141	BUILDING MAINTENANCE	19.50

Account Summary

Account Number	Account Name	Expense Amount
111-53421-142	BUILDING MAINTENANCE	19.50
111-53421-171	BUILDING MAINTENANCE	537.74
111-53421-172	BUILDING MAINTENANCE	225.00
111-53441-142	EQUIPMENT MAINTENAN...	131.49
111-53441-171	EQUIPMENT MAINTENAN...	1,032.45
111-53451-142	VEHICLE MAINTENANCE	2,908.62
111-53451-171	VEHICLE MAINTENANCE	477.78
111-53471-171	GROUNDS MAINTENANCE	131.97
111-53511-111	ELECTRICITY	479.83
111-53511-141	ELECTRICITY	706.54
111-53511-142	ELECTRICITY	622.44
111-53511-151	ELECTRICITY	2,394.17
111-53511-171	ELECTRICITY	2,636.69
111-53511-172	ELECTRICITY	67.69
111-53551-171	STREET LIGHTS	100.40
111-53561-111	TELEPHONE	251.58
111-53561-112	TELEPHONE	69.44
111-53561-114	TELEPHONE	67.94
111-53561-115	TELEPHONE	37.14
111-53561-116	TELEPHONE	227.94
111-53561-121	TELEPHONE	246.04
111-53561-141	TELEPHONE	361.61
111-53561-142	TELEPHONE	2,129.49
111-53561-151	TELEPHONE	552.14
111-53561-171	TELEPHONE	167.13
111-53561-172	TELEPHONE	46.33
111-53571-141	CELLULAR PHONE	262.39
111-53631-142	RENT-MACHINES	813.08
111-53711-141	SCHOOL & CONFERENCE	400.00
111-53711-142	SCHOOL & CONFERENCE	2,018.58
111-53711-143	SCHOOL & CONFERENCE	166.00
111-53811-111	BONDING	875.00
111-53811-115	BONDING	30.00
111-53913-112	RECRUITMENT	2,682.05
212-52111-212	DEPARTMENT SUPPLIES	1,560.28
212-52171-212	STREET REPAIR SUPPLIES	725.48
212-52181-212	UNIFORMS & CLOTHING	244.98
212-52511-212	GASOLINE	579.53
212-52521-212	OTHER FUEL	2,062.18
212-52531-212	OIL & ANTIFREEZE	9,513.84
212-53111-212	CONTRACTUAL SERVICES	43.92
212-53161-212	LEGAL PUBLICATIONS	25.20
212-53431-212	ELECTRICAL MAINTENAN...	1,155.00
212-53441-212	EQUIPMENT MAINTENAN...	11.74
212-53491-212	STREET MAINTENANCE	6,747.50
212-53511-212	ELECTRICITY	563.43
212-53531-212	ELECTRIC POWER	1,843.36
212-53551-212	STREET LIGHTS	28,025.36
212-53561-212	TELEPHONE	455.00
212-57115-212	DEBT SERVICE-INTEREST	13,045.66
213-52111-213	DEPARTMENT SUPPLIES	133.99
213-52121-213	JANITORIAL SUPPLIES	9.90
213-53211-213	LEGAL FEES	80.00
213-53441-213	EQUIPMENT MAINTENAN...	36.00
213-53511-213	ELECTRICITY	175.64
213-53561-213	TELEPHONE	69.44
213-53721-213	BUSINESS TRAVEL	73.77
216-53111-121	CONTRACTUAL SERVICES	638.90

Account Summary

Account Number	Account Name	Expense Amount
216-53551-000	STREET LIGHTS	85.42
218-57111-142	DEBT SERVICE	45,000.00
218-57115-142	DEBT SERVICE-INTEREST	9,727.50
223-53111-113	CONTRACTUAL SERVICES	90.00
224-52211-114	PUBLICATIONS	29.00
224-53111-114	CONTRACTUAL SERVICES	14,569.00
225-52111-141	DEPARTMENT SUPPLIES	1,205.65
412-57111-111	DEBT SERVICE	355,000.00
412-57115-111	DEBT SERVICE-INTEREST	20,428.09
621-52111-621	DEPARTMENT SUPPLIES	3,233.40
621-52181-621	UNIFORMS & CLOTHING	4.65
621-52511-621	GASOLINE	6,806.75
621-53111-621	CONTRACTUAL SERVICES	167.48
621-53161-621	LEGAL PUBLICATIONS	688.24
621-53193-621	DISPOSAL FEES	43,565.80
621-53451-621	VEHICLE MAINTENANCE	1,642.17
621-53511-621	ELECTRICITY	543.99
621-53561-621	TELEPHONE	194.88
631-52111-631	DEPARTMENT SUPPLIES	2,001.17
631-52511-631	GASOLINE	663.65
631-52521-631	OTHER FUEL	1,043.87
631-53111-631	CONTRACTUAL SERVICES	227.57
631-53161-631	LEGAL PUBLICATIONS	10.68
631-53451-631	VEHICLE MAINTENANCE	118.24
631-53511-631	ELECTRICITY	358.80
631-53531-631	ELECTRIC POWER	45.09
631-53561-631	TELEPHONE	135.88
631-53571-631	CELLULAR PHONE	47.58
631-53611-631	RENT-LAND	353.72
641-52111-641	DEPARTMENT SUPPLIES	3,332.01
641-52116-641	METERS	14,037.24
641-52117-641	SAMPLES	146.00
641-52181-641	UNIFORMS & CLOTHING	84.18
641-52311-641	MEMBERSHIPS	182.00
641-52511-641	GASOLINE	1,101.40
641-52611-641	CHEMICALS	1,770.05
641-53111-641	CONTRACTUAL SERVICES	2,094.20
641-53451-641	VEHICLE MAINTENANCE	39.00
641-53511-641	ELECTRICITY	29.57
641-53531-641	ELECTRIC POWER	269.00
641-53561-641	TELEPHONE	102.66
641-53571-641	CELLULAR PHONE	83.52
641-53611-641	RENT-LAND	176.86
641-53631-641	RENT-MACHINES	41.37
641-53711-641	SCHOOL & CONFERENCE	278.38
661-52511-661	GASOLINE	34.22
661-53111-661	CONTRACTUAL SERVICES	2,265.94
661-53451-661	VEHICLE MAINTENANCE	13.00
661-53561-661	TELEPHONE	34.72
661-53611-661	RENT-LAND	579.63
721-53561-721	TELEPHONE	34.14
812-53861-112	PREMIUM EXPENSE	39,082.64
	Grand Total:	697,666.63

Project Account Summary

Project Account Key	Expense Amount
None	695,170.59
2117753511	328.16

Project Account Summary

Project Account Key	Expense Amount
2123153111	90.00
6002052511	34.22
6002053111	1,995.94
6002053451	13.00
6002053561	34.72
Grand Total:	697,666.63

Amounts that need to be approved but not on expense report due to previous fiscal year or wrong post date

9/30/2015 00393 Action Communication	\$ 1,956.12
	<u>\$ 294.50</u>
	<u>\$ 2,250.62</u>
10/31/2015 00550 Panhandle Coop	\$ 546.00
	\$ (26.30)
	\$ (35.80)
	\$ (15.92)
	<u>\$ (163.65)</u>
	<u>\$ 304.33</u>
Grand Total	\$ 2,554.95

UTILITY REFUNDS

Refund Review					
Close Form Print Screen					
Packet: UBPKT01190 – Refunds 4 UBPKT01189 Disconnect					
					<input type="button" value="Add"/> <input type="button" value="Edit"/> <input type="button" value="Delete"/>
Account #	Status	Contact	Service Address	=	Refund Amount
050-1029-01	Inactive	JOE R PEREZ JR	1109 11TH AVE SCOTTSBLUFF NE 69		6.26
080-2549-03	Inactive	BELLA SOL SALON/ JULIE NE	16 E 16TH ST SCOTTSBLUFF NE 693		2.73
005-5281-04	Inactive	ALLAN CHATTERTON	1726 AVE C SCOTTSBLUFF NE 69361		3.65
040-5725-09	Inactive	DUSTIN PETERS	1210 AVE N SCOTTSBLUFF NE 69361		1.96
065-6349-02	Inactive	GINA R BRIGGS	19 REGENCY CT SCOTTSBLUFF NE		186.48
055-3275-12	Inactive	DUSTIN S DANIEL	1711 8TH AVE SCOTTSBLUFF NE 693		60.02
075-0287-06	Inactive	CRAIG S GRASS	1410 5TH AVE SCOTTSBLUFF NE 693		4.39
075-4105-07	Inactive	PRP PROPERTIES ANTHONY	1209 4TH AVE SCOTTSBLUFF NE 693		2.92
065-3765-01	Inactive	JEANA M RYSCHON	402 E 38TH ST SCOTTSBLUFF NE 69		5.35
015-6763-01	Inactive	DUANE DUTENHOEFFER	3417 ROSS AVE SCOTTSBLUFF NE 6		54.04
035-1333-01	Inactive	POTTER'S WHEEL INC	1113 AVE C SCOTTSBLUFF NE 69361		186.44
045-2687-01	Inactive	CHILD DEV CENTER SPRINK	1406 14TH AVE SCOTTSBLUFF NE 69		35.31
035-1334-01	Inactive	POTTER'S WHEEL INC	1119 AVE C SCOTTSBLUFF NE 69361		240.06
015-6038-01	Inactive	LINDA DONAHUE-SCHNEIDE	4402 SHADY LN SCOTTSBLUFF NE 6		8.33
Total					
14					\$797.94

City of Scottsbluff, Nebraska

Monday, November 16, 2015

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing at 6:05 p.m. to consider a Class C liquor license application from The Stomping Ground LLC dba Shots Bar & Grill, 1722 Broadway, Scottsbluff.

Minutes: At the November 12, 2015 Liquor License Investigatory Board Meeting, the board approved the following recommendation: Moved by Kuckkahn, seconded by Larson, "to forward a positive recommendation to the City Council regarding the Stomping Ground LLC DBA Shots Bar & Grill liquor license application," "YEAS, Knight, Larson, Scriptor, Spencer, Kuckkahn, Stobel. NAYS, None, Absent: Halley, Houdyshell.

Staff Contact: Cindy Dickinson, City Clerk

Agenda Statement

Item No.

For meeting of: November 16, 2015

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:05 p.m. for a Class C Liquor License for The Stomping Ground LLC dba Shots Bar & Grill, 1722 Broadway.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Conduct the public hearing and consider a recommendation to the Nebraska Liquor Commission either approving or denying said application.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Application, Memorandums, Exhibits

- Exhibit #1 – Application of The Stomping Ground LLC dba Shots Bar & Grill, 1722 Broadway, Scottsbluff, NE 69361.
- Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2002
- Exhibit #3 – Written Statement of Police Chief
- Exhibit #4 – Written Statement of City Clerk
- Exhibit #5 – Written Statement of Planning Administrator

NOTIFICATION LIST: Yes No Further Instructions

The Stomping Ground LLC dba Shots Bar & Grill
1722 Broadway
Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Training Required ✓

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Hot List: YES/NO <i>NO</i>	New/Replacing # <i>110035</i> ✓	
Class Type <i>C</i>	115404	Initial <i>JM</i> ✓

TOP ✓
Approved

Applicant name *The Stomping Ground LLC Members: Eugene Brown Jr, Chad Leeling.*

Trade name *Shots Bar & Grill*

Previous trade name *N/A*

Contact email address *eugene brown 442 @ yahoo. com*

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

crim hist reported on application


147 submitted ✓

*10-21-15 entered into database
10-27-15 Ag & FM reports sent
NSP & local reports sent*
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**NEBRASKA LIQUOR
CONTROL COMMISSION**

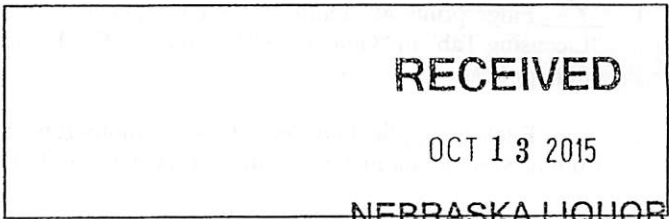
Pay Port \$400 receipt enclosed

Office use only	 1500023291
PAYMENT TYPE <i>No fees submitted</i>	
AMOUNT: _____	
Received: _____	

FORM 100
REV MAY 2015
PAGE 1

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/



NEBRASKA LIQUOR
CONTROL COMMISSION

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S)

Application Fee: \$400 (nonrefundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert form 1)
- Partnership License (requires insert form 2)
- Corporate License (requires insert form 3a & 3c)
- Limited Liability Company (LLC) (requires form 3b & 3c)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name N/A Phone number: N/A
Firm Name N/A

1. Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2. Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport.
3. Enclose the appropriate application forms;
 - Individual License (requires insert form 1)
 - Partnership License (requires insert form 2)
 - Corporate License (requires insert form 3a & 3c)
 - Limited Liability Company (LLC) (requires form 3b & 3c)
4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. *N/A* If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. *Sent with Temporary* If buying the business of a current liquor license holder:
 - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
 - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (form 125).
8. *N/A* Enclose a list of any inventory or property owned by other parties that are on the premises.
9. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. See guideline for further assistance <http://www.lcc.nebraska.gov/brochures.html>
10. Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.
11. Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

[Signature]
 Signature

9-28-15
 Date

*sent email for info
 10-21-15*

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 NEBRASKA LIQUOR
 CONTROL COMMISSION

PREMISES INFORMATION

Trade Name (doing business as) The Stamping Ground LLC DBA Shots Bar & Grill

Street Address #1 1722 Broadway

Street Address #2 _____

City Scottsbluff County Nebraska Zip Code 69361

Premises Telephone number 308-225-3433

Business e-mail address <egenebrown142@yahoo.com>

Is this location inside the city/village corporate limits: YES NO _____

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Mailing address (where you want to receive mail from the Commission)

Name Chad Lee Ling

NEBRASKA LIQUOR CONTROL COMMISSION

Street Address #1 525 W 32nd St

Street Address #2 _____

City Scottsbluff State NE Zip Code 69361

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

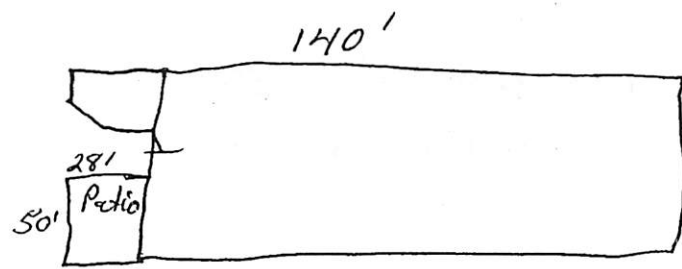
READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 140' x width 50' in feet
Is there a basement? Yes No _____ If yes, length 140' x width 50' in feet
Is there an outdoor area? Yes No _____ If yes, length 12' x width 28' in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



one story building
approx 50 x 140
50' including
basement and
outdoor area
approx 12 x 28

APPLICANT INFORMATION

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Chad Zeeling	N/A	CO, NE, WY	I can only recall Traffic Violations	
Chad Zeeling	N/A ^{over 18 years ago}	CO	MI P	RECEIVED
Chad Zeeling	10/?/2014	NE	NO Insurance	
				OCT 13 2015
				NEBRASKA LIQUOR CONTROL COMMISSION

2. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number So. of Tail Hospitality 110035

a) Submit a copy of the sales agreement

b) Include a list of alcohol being purchased, list the name brand, container size and how many

c) Submit a list of the furniture, fixtures and equipment - not purchasing from seller see #7

3. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, give name and license number Dented Fender Bar & Grille 110035

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES NO

If yes:

a) Attach temporary operating permit (TOP) (form 125)

b) TOP will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES NO

If yes, list the lender(s) _____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES NO

If yes, list such item(s) and the owner. *see lease #13*

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

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10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Valley Bank Chad Keeling, Eugene D Brown Jr.

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

N/A

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Training

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Chad Leeling	N/A	Colorado Battending Academy 5777 E Evans, Ave Denver, CO

For list of NLCC certified training programs see: www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Chad Leeling/MGR	02/15	Oregon Trail Lounge Gering, NE
Chad Leeling/MGR	05/2006	Sunbyard Bar Lodge Pole, NE
Chad Leeling	06/2010	Pond Scottsbluff/Gering, NE

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

Lease: expiration date Sept 30, 2020
 Deed
 Purchase Agreement

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14. When do you intend to open for business? Oct 15, 2015

NEBRASKA LIQUOR CONTROL COMMISSION

15. What will be the main nature of business? Food & Beverage

16. What are the anticipated hours of operation? 11AM to 1:00AM

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS; APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Eugene Brown Bridgeport NE	1975	Present			
x Chad Leeling Scottsbluff NE	2005	2009	Aurora, CO Parker, CO		
Chad Leeling	2009	2014	Gering, NE Scottsbluff, NE		
Chad Leeling	2014	2015	Minature, NE Scottsbluff, NE		

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures <http://www.lcc.ne.gov/pdfs/New%20Application%20Guideline.pdf>

Eugene D Brown Jr
Signature of Applicant

Signature of Spouse

Eugene D Brown Jr
Print Name

Print Name

Chad L Seeling
Signature of Applicant

Signature of Spouse

Chad L Seeling
Print Name

Print Name

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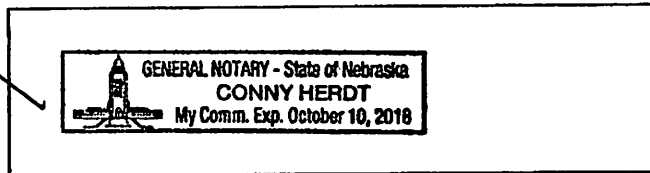
NEBRASKA LIQUOR CONTROL COMMISSION

ACKNOWLEDGEMENT

State of Nebraska
County of Scotts Bluff
Oct. 12, 2015
date

The foregoing instrument was acknowledged before me this
Eugene D. Brown Jr
by Chad L Seeling
name of person(s) acknowledged (individual(s) signing)

Conny Herdt
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

SCOTT BLUFF COUNTY, IOWA
CLERK OF COURSE
SCOTT BLUFF COUNTY, IOWA

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

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MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. See Form 147 for further information, this form MUST be included with your application.**
- ✓ **21 years of age or older**

Corporation/LLC information

Name of Corporation/LLC: The Stomping Ground LLC

Premise information

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Shots Bar and Grill

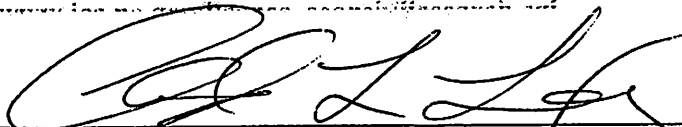
Premise Street Address: 1722 Broadway

City: Scottsbluff, NE County: Scottsbluff Zip Code: 69361

Premise Phone Number: 308-225-3433

Email address: Chad.Leeling@yahoo.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

voter reg - BC - 147 - signed

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Leeling First Name: Chad MI: 2

Home Address (include PO Box if applicable): 525 W 32nd St

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Home Phone Number: 308-225-3433 Business Phone Number: _____

Social Security Number: _____ Drivers License Number & State: _____

Date Of Birth: 7-7-76 Place Of Birth: Scottsbluff

Email address: Chad.Leeling@yahoo.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES

NO

Not Married

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Drivers License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>Aurora, CO</u>	<u>2002</u>	<u>2009</u>			
<u>Scottsbluff/Gering, NE</u>	<u>2009</u>	<u>2014</u>			
<u>Minatare, NE</u>	<u>2014</u>	<u>2015</u>			
<u>Scottsbluff, NE</u>	<u>2015</u>	<u>2015</u>			

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NEBRASKA LIQUOR CONTROL COMMISSION

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2010	2015	Menards	Kurt Marshall	308-630-0054
2010	2015	Oregon trail	Kent Fwing	308-672-3915

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Chad Leeb	N/A		only Traffic	
Chad Leeb	Over 18 years 250	Douglas County, Neb	MIP	RECEIVED
				OCT 13 2015
				NEBRASKA LIQUOR CONTROL COMMISSIO

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

training required

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Chad Leeling	2005	Bartending College of Denver
Chad Leeling	2015	will take next Available course

*For list of NLCC Certified Training Programs see

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Chad Leeling	01-01-10	OREGON Trail Lounge

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CONTROL COMMISSION

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

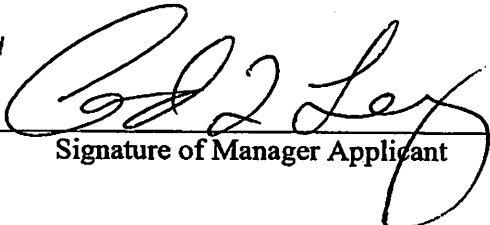
147 Submitted

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.



Signature of Manager Applicant

Signature of Spouse

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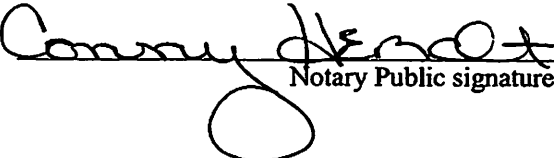
**NEBRASKA LIQUOR
CONTROL COMMISSION**

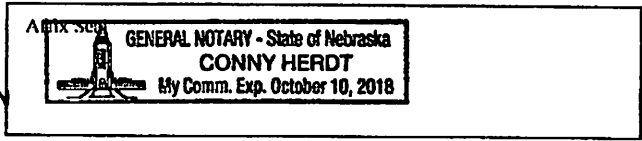
ACKNOWLEDGEMENT

State of Nebraska
County of Scotts Bluff
Oct. 12, 2015
date

The foregoing instrument was acknowledged before me this

by Chad D. Leffing
name of person acknowledged


Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

★ ★ ★ ★ ★ ★ ★ ★

Important Message:
If you have recently moved, please use the **Polling Place** feature. **Locate Your Polling Place** with the street and city address of your new/current residence.

HOME POLLING PLACE PROVISIONAL BALLOT ABSENTEE BALLOT Select Language

Registrant Search Information

Registrant Detail

Name:	Chad Lee Leeling
Party:	Nonpartisan
Polling Place:	Un-L Panhandle Station 4502 Ave. I Scottsbluff, NE 69361

Districts

DISTRICT NAME	DISTRICT TYPE
Scottsbluff Public Schools	School District
Western Com College Dist 5	Community College District
U.S. Congressional District 3	U.S. Congressional District
Appeals Court Judge Dist 6	Judge of Appeals Court Dist.
County Judge Dist 12	Judge of County Court Dist.
District Judge, Dist 12	Judge of District Court Dist.
Supreme Court Judge Dist 6	Judge of Supreme Court Dist.
Legislative District 48	Legislative District
North Platte NRD SubD 1	Natural Resources District
Nebraska PPD SubD 5	Public Power District
PSC District 5	Public Service Comm District
Board of Regents District 7	Board of Regents
Roosevelt PPD	Public Power District
ESU 13 District 5	ESU District
County Airport Authority	Airport Authority
County Commissioner District 2	County Board (Commiss./Superv)
State Board of Education Dist7	State Board of Education

OK

APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b

Office Use

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website:

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Chad Leeling

Name of Limited Liability Company that will hold license as listed on the Articles of Organization
The Stomping Ground LLC

LLC Address: 311 G St

City: Bridgeport State: NE Zip Code: 69336

LLC Phone Number: 308-225-3433 LLC Fax Number: N/A

Name of Managing/Contact Member
Name and information of contact member must be listed on following page

Last Name: Leeling First Name: Chad MI: L

Home Address: 525 W 32nd St City: Scottsbluff

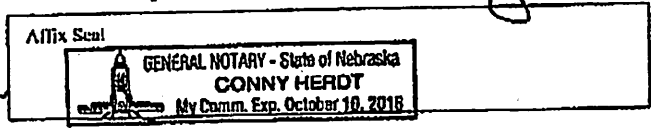
State: NE Zip Code: 69361 Home Phone Number: 308-225-3433

[Signature]
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Scottsbluff
Date Oct. 21, 2015
The foregoing instrument was acknowledged before me this
by Chad Leeling
name of person acknowledge

[Signature]



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Brown First Name: Eugene MI: D

Social Security Number: _____ Date of Birth: 2/15/61

Spouse Full Name (indicate N/A if single): N/A

Spouse Social Security Number: N/A Date of Birth: N/A

Percentage of member ownership 50%

*signed
BC
voter reg
147*

Last Name: Leeling First Name: Chad MI: L

Social Security Number: _____ Date of Birth: 7-7-26

Spouse Full Name (indicate N/A if single): N/A

Spouse Social Security Number: N/A Date of Birth: N/A

Percentage of member ownership 50%

*signed
BC
voter reg
147*

~~Last Name: _____ First Name: _____ MI: _____~~

~~Social Security Number: _____ Date of Birth: _____~~

~~Spouse Full Name (indicate N/A if single): _____~~

~~Spouse Social Security Number: _____ Date of Birth: _____~~

~~Percentage of member ownership _____~~

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CONTROL COMMISSIO

~~Last Name: _____ First Name: _____ MI: _____~~

~~Social Security Number: _____ Date of Birth: _____~~

~~Spouse Full Name (indicate N/A if single): _____~~

~~Spouse Social Security Number: _____ Date of Birth: _____~~

~~Percentage of member ownership _____~~

FORM 102
REV JUNE 2015
Page 2 of 4

Is the applying Limited Liability Company controlled by another corporation/company?

YES NO

If yes, provide the following:

- 1) Name of corporation
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation MUST be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #.

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NEBRASKA LIQUOR CONTROL COMMISSION

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

Articles

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the
State of Nebraska, do hereby certify that

THE STOMPING GROUND LLC

a Limited Liability Company filed a Certificate of Organization on August 20,
2015.

I further certify that attached is a true and correct copy of the above
mentioned Certificate of Organization.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

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NEBRASKA LIQUOR
CONTROL COMMISSION

In Testimony Whereof,



I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

August 20, 2015

John A. Gale
Secretary of State

Articles

NEBRASKA CERTIFICATE OF ORGANIZATION

ARTICLE 1

The name of this Limited Liability Company is: The Stomping Ground LLC

ARTICLE 2

This LLC has an initial Registered Agent of:

Eugene Brown

Name

311 G St.

Street Address

Bridgeport, NE 69336

City, State Zip

NE Sec of State John A Gale - CORP CRTD
1001353725 Pgs: 1
THE STOMPING GROUND LLC
Filed: 08/20/2015 04:01 PM

ARTICLE 3

The designated office address of the Limited Liability Company is:

311 G St.

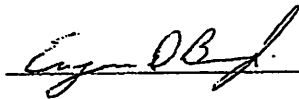
Bridgeport, NE 69336.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization.

This 17 day of July, 2015

Eugene Brown

Name Printed



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NEBRASKA LIQUOR
CONTROL COMMISSION

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a. The initial "Term" of this Lease shall begin on October 1, 2015 and shall continue for a period of five (5) years thereafter, ending on September 30, 2020. Provided, however, this Lease shall automatically terminate on the date of Closing, and neither party shall be liable for the remainder of the initial Term, if the Tenant exercises its "Option to Purchase" set forth below and purchases the Real Estate and Equipment during the initial Term.

2. Term:

1. Leased Property: The Owner leases to the Tenant the Real Estate, along with the Equipment currently located at the Real Estate and used in operation of the bar and restaurant at the Real Estate. The Tenant acknowledges that it has inspected the Real Estate and Equipment, and that the Real Estate and Equipment are in satisfactory condition and suitable for use. Tenant accepts the Real Estate and Equipment "AS IS" and without modification or repair from the Owner, unless otherwise agreed to in writing by the Owner.

Leases:

below.

IV. Wherefore the parties enter into this Lease according to the terms and conditions

Owner to the Tenant, under the terms and conditions below, with an option for the Tenant to purchase the Real Estate and Equipment under terms and conditions below.

III. Tenant and Owner desire to lease the Real Estate and the Equipment from the Owner to the Tenant, under the terms and conditions below, with an option for the Tenant to purchase the Real Estate and Equipment (the "Equipment") used to operate the bar and restaurant at the Real Estate and currently located at

18th Street Bar & Grille, LLC owns the furniture, fixtures, and equipment (the "Equipment") used to operate the bar and restaurant at the Real Estate and currently located at 18th Street Bar & Grille, LLC owns the furniture, fixtures, and equipment (the "Equipment") used to operate the bar and restaurant at the Real Estate and currently located at Bluff County, Nebraska.

I. 3A Rentals, LLC owns the real estate located at 1722 Broadway, Scottsbluff, NE 69361, legally described as follows (the "Real Estate"):

Recitals:

This Lease Agreement ("Lease") is signed by and between 18th Street Bar & Grille, LLC and Stomping Ground, LLC (the "Tenant").

LEASE AGREEMENT

COPY

COPY

#13
- Assets
only

Owner of Building

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ordinance, statutes, or law. operate in a manner that constitutes a nuisance under any State or City government rule, Lease. Tenant shall not use the Real Estate or Equipment for any other purpose, and shall not material laws, rules, regulations, or orders shall be considered default of the Tenant under this maintaining a liquor license with the State of Nebraska. Failure of the Tenant to observe any rules, regulations, or orders related thereto, including but not limited to obtaining and operation of a bar and restaurant. The Tenant is solely responsible for complying with all laws, 5. Use and Operation: The Real Estate and Equipment is leased to the Tenant for the

4. Deposit: On or before October 1, 2015, the Tenant shall provide an eleven-thousand seven-hundred dollar (\$11,700) "Deposit" to the Owner. The Deposit shall be non-refundable.

initial Term starting October 1, 2015.

3. Rent: During the first year of this Lease, the Tenant shall pay "Rent" in the amount of two-thousand dollars (\$2,000) per month, due and payable on October 1, 2015 and on the first calendar day of each month thereafter. On October 1, 2016, the "Rent" shall increase to the amount of two-thousand five-hundred dollars (\$2,500) per month, due and payable on October 1, 2016 and on the first calendar day of each month thereafter. For each month Rent is due and unpaid by the end of the fifth calendar day, the Tenant shall pay an additional four-hundred dollar (\$400) late fee to the Owner. All prorations provided in this Lease shall be based upon the

or access.

d. Owner agrees that if Tenant is not in default of this Lease, the Tenant shall peacefully hold and enjoy the Real Estate and Equipment without material hindrance or disruption by the Owner during the Term of this Lease. Owner shall have the right to inspect the Real Estate and Equipment during regular business hours or at such other times as the parties agree. The Tenant shall not change the locks, passwords, or other access codes without first notifying the Owner and providing the Owner keys, passwords, or access.

c. Except as provided in subparagraph 2.b above, the Tenant shall not be allowed any other extensions and shall not be allowed to hold-over after the initial Term. Any operations of the Tenant under this Lease after September 30, 2020 (unless duly extended hereunder) shall be considered a trespass. Tenant shall peacefully yield the Real Estate and Equipment to the Owner upon the expiration of the Term, in such condition as the Real Estate and Equipment existed at the beginning of the Term, reasonable wear and use excepted.

b. The Tenant shall have the right to extend this Lease for a period of twelve (12) months, beginning at the end of the initial Term and under the same terms and conditions of this Lease. The Tenant can extend this lease by notifying the Owner in writing of its intent to extend this Lease within ninety (90) calendar days before September 30, 2020.

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Lease

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In addition to the Equipment contemplated by this Lease, the Tenant shall be allowed to purchase, use, keep, and maintain any other stock in trade, fixtures, or inventory the Tenant desires for operation under this Lease. Such stock in trade, fixtures, or inventory shall be the Tenant's property and the Tenant shall be solely responsible for

c. The Tenant shall have the sole obligation to maintain, clean, repair, or replace all the Equipment and shall provide to the Owner, upon request, a written history of all regularly scheduled maintenance, cleaning, and inspection of the Equipment.

b. The Tenant shall regularly schedule maintenance, cleaning, or inspection of the Equipment. The Tenant shall provide to the Owner, upon request, a written history of all regularly scheduled maintenance and cleaning of the Real Estate.

a. Except as provided in paragraph 9 below, the Tenant shall have the sole obligation to make and pay for all repairs, cleaning, and maintenance to the interior or exterior of the Real Estate, including keeping all of the Owner's sidewalks or landscaping in good repair. The Tenant shall regularly schedule maintenance or cleaning of the Real Estate and shall provide to the Owner, upon request, a written history of all regularly scheduled maintenance and cleaning of the Real Estate.

8. Repair, Maintenance, and Alterations: During the Term of this Lease:

7. Utilities: Tenant shall pay all water, trash, or sewer charges assessed or billed by the City of Scottsbluff, Nebraska during the initial Term of this Lease. Tenant shall likewise pay all electricity, gas, fuel, telephone, satellite, internet, cable, or other utilities assessed or billed for use of the Real Estate under this Lease.

c. Real estate taxes and personal property taxes assessed on the Real Estate or the Equipment for the 2020 calendar year shall be prorated to September 30, 2020, and the Tenant shall pay the Owner its prorated share of the 2020 calendar year shall be prorated to September 30, 2021, and the Tenant shall pay the Owner its prorated share of the 2021 calendar year shall be prorated to September 30, 2021, and the Tenant shall pay the Owner its prorated share of the 2021 calendar year shall be prorated to September 30, 2021.

b. Real estate taxes and personal property taxes assessed on the Real Estate or the Equipment for the 2015 calendar year shall be prorated to October 1, 2015, and Tenant shall pay the Owner its prorated share of the 2015 taxes by May 1, 2016.

a. Tenant shall pay all real estate taxes and personal property taxes assessed on the Real Estate or the Equipment. Owner shall notify Tenant of all taxes assessed on the Real Estate or the Equipment, and Tenant shall pay the Owner the amount of taxes assessed before any of the taxes become delinquent.

6. Taxes:

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Lease

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If the costs and expenses to repair such damages do not exceed 5% of the "Purchase Price" described in paragraph 12 of this Lease, the Owner shall not have the option to terminate this Lease and keep all proceeds or payments, but

If the Owner elects to repair the damage with the proceeds or payments received from any insurance policies described in subparagraphs 9.a or 9.b above, the parties shall adjust the Rent equitably until the damage can be fully repaired.

In the case of any damage to the Real Estate or Equipment which materially prevents the Tenant from continuing gainful operations contemplated by this Lease, the Owner reserves the option to (1) repair the damage with the proceeds or payments received from any insurance policies described in subparagraphs 9.a or 9.b above, or (2) terminate this Lease and keep all proceeds or payments received under such insurance policies.

If the Tenant fails to properly maintain and keep such insurance described in subparagraphs 9.a and 9.b above, the Owner shall have the right, at its option, to procure such insurance policies and to pay the premiums charged. Any amounts paid by the Owner under this subparagraph shall be charged to the Tenant and due and payable by the Tenant when the next monthly installment of Rent is due and payable.

If the Tenant fails to properly maintain and keep such insurance described in subparagraphs 9.a and 9.b above, the Owner shall have the right, at its option, to procure such insurance policies and to pay the premiums charged. Any amounts paid by the Owner under this subparagraph shall be charged to the Tenant and due and payable by the Tenant when the next monthly installment of Rent is due and payable.

Purchase and maintain during the Term of this Lease (or any extension thereof) commercial general liability insurance coverage, with limits of one-million dollars (\$1,000,000) per occurrence and two-million dollars (\$2,000,000) in the aggregate. Before October 1, 2015, the Tenant shall provide the Owner with a certificate of such insurance showing the Owner as an additional insured and that any cancellation or reduction of insurance must occur after a thirty (30) day written notification.

Purchase and maintain during the Term of this Lease (or any extension thereof) property insurance coverage on the Real Estate and the Equipment for the full replacement value thereof. Before October 1, 2015, the Tenant shall provide the Owner with a certificate of such insurance showing the Owner as a loss payee of any proceeds or payments thereunder and that any cancellation or reduction of insurance must occur after a thirty (30) day written notification.

The Tenant shall not make any alterations or additions to the Real Estate or the Equipment without first obtaining the written consent of the Owner, which may be given via email and which shall not be unreasonably withheld.

The Tenant shall not make any alterations or additions to the Real Estate or the Equipment without first obtaining the written consent of the Owner, which may be given via email and which shall not be unreasonably withheld.

Insurance and Damage: The Tenant shall:

9.

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Lease

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The failure to pay Rent, or any other expense, bill, or charge for which the Tenant is responsible, within five (5) calendar days of being due and payable.

a. Default of the Tenant under this Lease, in addition to other defaults described in this Lease, shall be considered by not limited to:

Default and Remedies:

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h. In the case of any taking or inverse condemnation of the Real Estate by any State, City, or other governmental entity or public authority, the Rent shall be equitably adjusted to account for the portion of the Real Estate taken or condemned. Provided, however, if the taking or inverse condemnation materially prevents the Tenant from continuing gainful operations contemplated by this Lease, the Tenant shall have the option of terminating this Lease.

g. Notwithstanding any other provision of this paragraph 9, for all damage caused by the fault or negligence of the Tenant or its agents, employees, or contractors, the Owner reserves the option to (1) repair the damage with the proceeds or payments received from any insurance policies described in subparagraphs 9.a or 9.b above, or (2) terminate this Lease and keep all proceeds or payments received under the such insurance policies.

f. In the case of any damage to the Real Estate or Equipment which does not materially prevent the Tenant from continuing gainful operations contemplated by this Lease, and which is not caused by the fault or negligence of the Tenant or its agents, employees, or contractors, the Owner shall repair the damage with the proceeds or payments received from any insurance policies described in subparagraphs 9.a or 9.b above, provided the Tenant must pay for and apply the amount of the deductible in the same manner described in subparagraph 9.e above.

e. Notwithstanding any other provision of this paragraph 9, if repair of any damage occurs and if the costs and expenses to repair such damage do not meet or exceed the deductible due under such insurance policies, the Tenant shall be responsible for paying for and repairing any such damage (but may claim a credit against the deductible), unless the damages is caused by the fault or negligence of the Owner. Likewise if the costs and expenses to repair such damage meet or exceed the deductible due under such insurance policies, the Tenant shall first pay the deductible and apply that same amount to the costs and expenses of repair before the Owner is obligated to pay any costs and expenses of repair with the proceeds or payments received.

shall use as much of the proceeds or payments received under such insurance policies to repair the damage (subject to the Tenant's obligation to pay any deductible). Rent shall not be equitably adjusted under this subparagraph 9.d.ii.

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c. The Owner shall not be required to wait until the expiration of the Term in order to collect the amounts to which the Tenant is liable under this paragraph 10. Each right and remedy under this paragraph 10 shall be in addition to any other remedy at law in existence now or in the future.

b. Upon the event of the Tenant's default, and subject to any rights of cure, the Owner may terminate this Lease by giving notice of such termination to the Tenant. In addition, on the date specified in such notice and in the manner provided by the laws of Nebraska then in effect, the Tenant may reenter and regain possession of the Real Estate and Equipment without terminating the Lease. The Owner may choose to re-let the Real Estate or Equipment or any part thereof after reentry or repossession. Upon the date of termination, the Tenant's right to possession of the Real Estate or Equipment shall cease but the Tenant shall not be relieved of any obligations or responsibilities that accrued before the termination date. If the Owner elects to terminate this Lease, the Owner acknowledges an obligation to mitigate its damages by making reasonable and good faith efforts to locate another suitable tenant. To the extent the owner is unable to mitigate its damages, the Tenant shall be liable for the Rent unpaid during the Term of this Lease, less any proceeds the Owner received for the rental of the Real Estate or Equipment during the remainder of the Term. In addition, all costs and fees associated with collecting this amount shall be recoverable by the Owner, including the attorney's fees.

v. The abandonment of the Real Estate and Equipment for a period longer than three (3) months.

iv. The filing by the Tenant or against the Tenant of a petition in bankruptcy, lien against the leasehold interest or part of the Real Estate or Equipment, or the levy of any writ of execution upon the leasehold interest or any portion of the Real Estate or Equipment due to the Tenant's actions, or the appointment of any receiver for the Tenant.

iii. Any unauthorized assignment, sublease, or transfer of this Lease, or any interest under this Lease, by the Tenant.

ii. The material violation by the Tenant of any provision of obligation of this Lease, provided the Tenant shall be given thirty (30) days' written notice of such violation and an opportunity to cure such violation within that thirty (30) day period. If default cannot be cured within such thirty (30) day period, the time in which to cure default may be extended for a reasonable time (but not more than and additional thirty (30) days) if the Tenant shows good faith and diligent efforts to cure default.

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c. The "Purchase Price" of the Option shall be three-hundred seventy-eight thousand and three-hundred dollars (\$378,300).

b. The Owner shall not offer the Real Estate or Equipment for sale to any other person or entity other than the Tenant until after the Option Date, provided the Tenant is not in default or this Lease has not been terminated. If the Tenant is in default, the Owner shall have the right to offer the Real Estate and Equipment for sale to any other person or entity until the Tenant cures such default.

a. Regardless of any extensions of this Lease, the Tenant must exercise the Option on or before September 30, 2020 (the "Option Date") by delivering a written intention to exercise the Option and a signed copy of the attached Real Estate Purchase Agreement marked as "Exhibit A" and incorporated herein by reference. The Option shall remain valid and open until the Option Date, provided this Lease has not been terminated or the Tenant is not in default. If the Tenant is in default, the Option shall not be capable of exercise until the Tenant cures any such default. If the Lease is terminated before the Tenant exercises the Option, the Option shall terminate as well. If the Tenant attempts to exercise this Option but through no fault of the Owner is unable to close the sale by the Closing date set forth in the Real Estate Purchase Agreement, this Option shall terminate on the Closing date and the Tenant shall thereafter have no ability to exercise this Option, unless otherwise agreed upon by the parties in writing.

12. Option to Purchase: The Owner hereby grants the Tenant an option to purchase (the "Option") the Real Estate and Equipment under the following terms and conditions:

11. Assignment and Subleasing: The Tenant shall not assign or sublease the whole or any part of this Lease or the Real Estate or Equipment without first obtaining written consent of the Owner, which consent shall be unreasonably withheld.

e. In addition to all other remedies set forth above, both parties shall have the right to suspend performance under this Lease if the defaulting party does not cure a material breach of the Lease during the time in which the Lease is suspended under this subparagraph.

d. In the event of any material default of the Owner, including but not limited to the failure to tender possession or the failure to materially comply with the terms of this Lease, the Tenant has no right to termination until the Owner is given notice of the default and at least thirty (30) days after receipt of the notice to cure the default. Provided, however, if the default cannot be cured within thirty (30) days, the time in which to cure shall be reasonably extended if the Owner is taking good faith and diligent action to effect cure.

Lease

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16. Personal Guarantees: The Tenant covenants that Eugene Delano Brown and Chad Lee Leeling are the sole members or managers of the Tenant. Upon the execution of this Lease, Eugene Delano Brown and Chad Lee Leeling shall execute the attached Personal Guarantees marked as "Exhibit B" and incorporated herein by reference. Failure to execute such Personal Guarantees shall make this Lease null and void.

15. Commission: All parties covenant that this Lease was directly negotiated between them and that no broker was involved in bringing about this Lease. No claim of a broker's fees shall be made by any party.

Stomping Ground, LLC
Chad Lee Leeling
525 West 32nd Street
Scottsbluff, NE 69361

OR

Stomping Ground, LLC
Eugene Delano Brown
311 G. Street
Bridgeport, NE 69336

c/o Eldon Anthony
2305 17th Street
Gering, NE 69341

a. If to Owner:
b. If to Tenant:

14. Notices: Notices, demands, or requests to be given under this Lease shall be in writing, sent by regular mail, and deemed properly given on the date mailed if mailed to the addresses described below:

13. Covenants and Agreements: All covenants and agreements of this Lease shall accrue to the benefit of and be binding upon the respective parties hereto, and to their successors or assigns. This Lease shall be deemed valid and enforceable and shall be governed by the laws of the State of Nebraska.

d. If the Tenant exercises the Option, this Lease shall be terminated on Closing but shall remain in full force and effect until Closing. All Rent for the month of Closing shall be prorated per day and the amount of Rent for the remainder of the month shall be reimbursed to the Tenant or allocated in a settlement statement at Closing.

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NEBRASKA LIQUOR CONTROL COMMISSION

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g. All parties to this Lease are validly formed limited liability companies in good standing with the State of Nebraska. All signatories for each party has the power and authority to sign on behalf of the party.

f. This Lease shall only be terminated for reasons and causes expressly set forth in this Lease. Any terms and provisions of this Lease which requires performance after the termination shall survive the termination.

e. All parties agree to take all actions and sign all agreements or documents necessary to effectuate this Lease, and Owner hereby agrees to provide any maintenance advice if requested by the Tenant.

d. This Lease is binding on the heirs, personal representatives, successors and permitted assigns of the parties hereto. All attached exhibits and schedules are made a part of this Lease by reference.

c. This Lease supersedes and replaces all prior agreements, understandings and representations and constitutes the entire agreement, understandings, or concerning the subject matter hereof, there are no other agreements, understandings, or representations, whether written or oral, by or between the parties in connection with the subject matter addressed herein. This Lease may be modified only by a written instrument signed by all parties hereto. This Lease may be executed in counterparts.

b. If for any reason whatsoever, any one or more of the provisions of this Lease shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Lease inoperative, unenforceable or invalid.

a. Failure by either party to insist upon strict compliance with any of the terms, covenants, conditions, rules or regulations hereof shall not be deemed a waiver of such term, covenant, condition, rule or regulation, nor either party's waiver or relinquishment of any right or power hereunder at any time be deemed a waiver or relinquishment of any further right or power.

Miscellaneous:

17.

Deane

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NEBRASKA LIQUOR CONTROL COMMISSION

OCT 13 2015

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Stomping Ground, LLC

By: [Signature] Eugene Delano Brown, Member

By: [Signature] Chad Lee Leeling, Member

Date: 9-8-15

Date: 9/11/15

REMAK

3A Rentals, LLC

By: [Signature] Eidon Anthony, Member

By: [Signature] Kathy Anthony, Member

Date: 9-11-15

Date: 9-11-15

building only

18th Street Bar & Grille, LLC

By: [Signature] Eidon Anthony, Member

By: [Signature] Kathy Anthony, Member

Date: 9-11-15

Date: 9-11-15

in & for only

Deane

#13

CHECK LIST**Neb. Rev. Stat. §53-132 (Reissue 2010)**

Council should determine the propensity of whether or not to grant the liquor license that has been requested. In that regard, suitability and fitness and the following four criteria are most important:

- (2)(a) Applicant is fit, willing and able to provide the service proposed.
- (2)(b) Applicant can conform to all laws.
- (2)(c) Applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure conformance with law.
- (2)(d) Issuance of the license is or will be required by the present or future public convenience and necessity.

In making its determination Council may also consider as the Nebraska Liquor Control Commission will consider, the following. The Council should not base its recommendation on any of the following criteria, but may chose to comment to the Commission about one or more of the criteria:

- (3)(b) Citizen's protest.
- (3)(c) Existing population/growth.
- (3)(d) The nature of the neighborhood around the location.
- (3)(e) Existence of other licenses.
- (3)(f) Existing motor vehicle and pedestrian traffic in the vicinity.
- (3)(g) Adequacy of existing law enforcement.
- (3)(h) Zoning restrictions.
- (3)(i) Sanitary conditions.
- (3)(j) Whether the type of business or activity proposed will be consistent with the public interest.

*OTHER COUNCIL CONCERNS

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Kevin Spencer, Chief of Police
Date: 11/12/2015
Re: Application for Chad Lee Leeling, The Stomping Ground LLC DBA Shots Bar & Grill
1722 Broadway Scottsbluff, Nebraska License Class C 115404.

AUTHORITY: The Scottsbluff Police Department reports specific information to the City Council whenever a liquor license application is presented. The information furnished by the Police Department conforms to Chapter 53, Reissue Revised Statutes of Nebraska 1943, and Section 53-132, which outlines the factors which the Commission may consider in granting a liquor license.

COMMENTARY

53-132: Section 2

(A) The applicant is fit, willing and able to properly provide the service proposed within the city where the premises described in the application are located:

A background check was conducted on Chad L. Leeling and Eugene D. Brown as a means to determine their fitness to hold a liquor license. Chad Leeling reported convictions for traffic violations and an MIP that was over 18 years ago. The background revealed that Chad has the following convictions; speeding 2014, no proof of insurance 2014, driving under suspension 2000 and driving under suspension 1999. No record of the MIP Chad reported was found.

Eugene Brown reported not having a criminal history meaning no conviction(s) for any felonies, misdemeanors, violations of federal or state laws; violations of local laws, ordinances or resolutions. During this background investigation we found that Eugene Brown did not have any convictions.

I met with Chad Leeling on November 10, 2015 at 1300 hours at Shots Bar & Grill 1722 Broadway to discuss this license. I asked Chad about his prior experience in the industry. Chad told me that he has 12 years in the restaurant, alcohol business. Chad told me that Eugene Brown also has experience, adding that he is also a "truck driver" and often out of town.

Considering the information gathered I find no reason to believe the applicants are not fit to hold a liquor license.

(B) The applicant can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:

Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices. Chad told me that he has attended a 2 week bar tending academy in Colorado. Chad explained that during the bar tending academy 3 to 4 days was spent on recognizing underage customers, how to recognize fraudulent identifications, overserving and security. Chad told me that all of the employees will be required to take the Nebraska State Patrol's

online training within the next three weeks and attend one of Trooper Otto's future trainings. Chad told me that Eugene and he will also attend the Responsible Beverage Servers Training. Chad told me that anyone selling to a minor would be immediately terminated, and then the entire staff may be retrained. Chad told me that they have an employee meeting on every Sunday at 07:00 pm where they discuss what is expected. Chad told me that he would not tolerate any violations.

The applicant appears to have the ability and willingness to conform to language within the Nebraska Liquor Control Act.

(C) The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to insure that the licensed business can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:

Chad Leeling reported that the business has a locked room in the basement of the business that is used to store the alcohol. Chad stated that Kelsey Carver, his bar manager and he will conduct an inventory at least weekly. Chad stated that he is still working to set his registers to help in the inventory process.

The applicant stated that the business does have video cameras on the interior of the business that run all of the time as well as on site security personnel. Chad told me that anytime the bar is open there will be someone dedicated to security. Chad added that on Wednesday, Friday, and Saturday they will have four dedicated security personnel working. Chad said that security, the bartenders and the alcohol servers will all be tasked with checking identifications. Chad said that all customers will be asked to provide valid identification.

Chad said that he does have a digital calendar that displays the born after date to help his employees determine age. Chad also told me that they have a scanner that will help to determine that identification is valid as well as black lights. Chad said he is interested in a scanner that will assist in identifying under aged customers.

The applicant appears committed to complying with all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act.

(D) The issuance of the license is or will be required by the present or future public convenience and necessity:

The establishment will be opened seven days a week from 11:00 am to 1:00 am.

Oversight and accountability will be a priority for the applicants as it relates to the sale of alcoholic beverages.

SPECIFIC ISSUES COMMISSION MAY CONSIDER

(E) The existence of a citizen's protest made in accordance with Section 53-133:

There have been no known citizen protests of this business.

(F) The nature of the neighborhood or community of the location of the proposed licensed premises:

The business is located at 1722 Broadway Scottsbluff, NE. It is a business that will attract customers during the lunch and dinner hours seven days a week Sunday through Saturday. Its

location is easily accessible and convenient for customers. I would not anticipate any issues with location.

(G) The existence or absence of other retail licenses or bottle club licenses with similar privilege within the neighborhood or community of the location or the proposed licensed premises.

There are no other businesses of this nature in the immediate area.

(H) The existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises:

Although no recent traffic studies have been completed regarding motor vehicle traffic of the general area, the traffic flow is not of a concern at this time nor is pedestrian traffic.

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 31 full time officers in the department and handled approximately 13,000 incidents, not including traffic citations during 2014. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a concern to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

(J) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest:

The Police Department would reserve making any statement which would indicate that the sale of alcohol is consistent with the public interest.

Adequate staffing and training, as well as close supervision of patrons are important. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.

Memo

Date: November 16, 2015
To: Honorable Mayor Meininger and Members of the City Council
From: Cindy Dickinson, City Clerk
CC: Rick Kuckkahn, City Manager
Re: Shots Bar and Grill (C-115404), 1722 Broadway, Scottsbluff, NE

The city clerk is required by ordinance to report specific information to the city council whenever a liquor license application hearing is held.

Following are the existing licenses, their class, address and proximity to other licensed premises:

Class of License

- | | |
|----------|---|
| Class A | Beer only, for consumption on premises |
| Class B | Beer only, for consumption off premises |
| Class C | Alcoholic liquors, for consumption on and off premises |
| Class D | Alcoholic liquors, including beer, for consumption off premises |
| Class I | Alcoholic liquors, for consumption on the premises |
| Class W | Wholesale beer |
| Catering | Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses |

Class A Licenses

Restaurants

Pizza Hut of Scottsbluff, Inc.
Mast Enterprises, Inc. dba Godfather Pizza

726 West 27th Street
2203-07 Broadway

Total Class A Licenses 2

Class B Licenses

Convenience Stores

Total Class B Licenses 0

Class C Licenses

Restaurants

El Charrito Restaurant & Lounge, Inc .

802 21st Avenue

Hotel/Motel

Holiday Inn Express
Candlelight Inn & Lounge

1821 Frontage Rd.
1822 East 20th Place

Taverns/Lounges

Hight's Tavern
Silver Saddle Lounge
Shots Bar and Grill (pending application)
Bob's Garage & Bar
Lucky Keno LLC dba FrontSide
Backaracks Bar & Grille

20 West 18th Street
1901-B 21st Ave.
1722 Broadway
1907 Broadway
1001 Avenue I
1402 East 20th St.- Suite B

Retail

Racks (Catering)
Panhandle Cooperative Assn. (Catering)

1402 East 20th St.- Suite A
401 S. Beltline Hwy West

Clubs

Elks BPO Lodge 1367

1614 1st Avenue

Bowling Alleys

Valley Bowl Fun Center

1702 17th Ave.

TOTAL CLASS C LICENSES 13

Class D Licenses

Grocery Stores

Safeway of Western Nebraska

601 Broadway

Convenience Stores

5th & O Eastco
Scottsbluff Watering Hole
Big Bats
Panhandle Coop Assn.
Git N Split
Cheema's Gas & Liquor
Route 26 Mart
Maverik Stores Inc.,
La Bamba
Walgreens

503 East Overland
121 W 27th Street
902 West Overland
3302 Ave. B
506 West 27th Street
2002 Avenue I
1722 E 20th Street
920 West 36th St.,
721 East Overland
205 West 27th Street

Liquor Stores

Dermer's
Liquor Cabinet (Catering)
Cigarette Chain

1311 E Overland Dr.
817 West 27th Street
323 East Overland

Discount/Grocery Stores

Big Kmart #7024
Wal-Mart Supercenter #867

802 East 27th Street
3322 Avenue I

TOTAL CLASS D LICENSES 16

CLASS I LICENSES

Restaurants

Rosita's	1205 East Overland
Chili's Grill & Bar	826 West 36 th St.
Applebee's Neighborhood Grill & Bar	2621 5 th Avenue
Wonderful House Restaurant	829 Ferdinand Plaza
Taco de Oro	2601 Avenue I
Whiskey Creek Steakhouse	1802 E 20 th Place
Ole, LLC	1901 East 20 th Street
Oriental House	1502 E. 20 th St.
Emporium Coffeehouse & Cafe	1818 1 st Avenue
San Pedro Mexican Restaurant	23 West 27 th St.
Sam & Louie's Pizzeria	1522 Broadway
Taco Town	1007 West 27 th St.
Prime Cut	305 West 27 th St.

Theater

Hotel/Motel

Hampton Inn & Suites	301 W Hwy 26
----------------------	--------------

TOTAL CLASS I LICENSES 14

Class W Licenses

Wholesale

High Plains Budweiser	2810 Ave M
-----------------------	------------

TOTAL CLASS W LICENSES 1

TOTAL LICENSES

Class A	2
Class B	0
Class C	13
Class D	16
Class I	14
Class W	1
TOTAL LICENSES	46

Memo

Date: November 16, 2016
To: Honorable Mayor and City Council
From: Annie Urdiales, Planning Administrator, Development Services
CC: Rick Kuckkahn, City Manager
Re: Class "C" Liquor License Application
The Stomping Ground LLC DBA Shots Bar & Grill
1722 Broadway
Scottsbluff, NE 69361
Action:

The Development Services Department is required by Article 1, Chapter 11 of the Scottsbluff Municipal Code to report specific information to the Mayor and City Council whenever a liquor license application hearing is held. In accordance with that directive the following information is offered:

- (1) The property is situated in a C-1 (Central Business District) zoning district where the proposed uses as a restaurant/tavern is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) The restaurant/tavern operation is not required to have off-street parking in a C-1 District. Several lots located in close proximity to the building provide municipal parking.
- (3) The use of the premise is consistent with the surrounding neighborhood, which is generally commercial in nature. The properties surrounding the subject property are all mercantile uses.
- (4) The property is situated on an arterial street (Broadway).
- (5) Occupancy of the building as a tavern and restaurant would not adversely affect the surrounding neighborhood, as there are no public or private institutions in close proximity to the subject property.
- (6) The existing population of Scottsbluff is approximately 15,039.

City of Scottsbluff, Nebraska
Monday, November 16, 2015
Regular Meeting

Item Pub. Hear.2

Council to consider the recommendation of Chad Leeling as manager of the Shots Bar and Grill liquor license.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, November 16, 2015

Regular Meeting

Item Public Inp1

Council to consider making a recommendation to the Nebraska Liquor License Commission regarding the appointment of Tory W. Reding as the manager of the Safeway Liquor License.

Minutes: At the November 12th Liquor License Investigatory Board meeting, the board made the following recommendation : Moved by Kuckkahn, seconded by Larson, "due to the lack of any local supervision, a negative recommendation be forwarded to the Scottsbluff City Council regarding the Safeway liquor license management application because it is an actionable issue with the Liquor Commission," "YEAS, Knight, Larson, Scriptor, Spencer, Kuckkahn. NAYS, None, Absent: Halley, Houdyshell. Abstain: Stobel.

Staff Contact: Cindy Dickinson, City Clerk

Memo

To: Kevin Spencer, Chief of Police

From: Brian E. Wasson, Captain

CC: liquor file

Date: October 27, 2015

Re: Manager application- Tory W. Reding, Safeway of Western Nebraska, Inc., License D-13241, 601 Broadway, Scottsbluff, NE 69361

This applicant, Tory W. Reding, was investigated for suitability as a license holder. Nothing was discovered that would prohibit him from holding a manager position under this license. Tory Reding reported that he had never been convicted of any violations. This was confirmed through a department investigation.

Tuesday October 27, 2015 I called Tory to ask him questions about business policies and procedures as well as his experience in the industry. Tory told me that he has been the manager at the Safeway store in Ogallala for the past three years and prior to that he worked for Safeway stores in Colorado and the Pacific Northwest. He has been employed with Safeway for a total of 22 years. Tory said his store in Ogallala is in preparations for liquor sales and that he has been asked by management to supervise the Scottsbluff store as well due to management turnover there. Tory said that he sees permanency in his position in Ogallala and that the company hopes to improve consistency to the supervision of the Scottsbluff license. Tory told me that he will manage his store license in Ogallala as well as the Scottsbluff store and that he has not previously managed a liquor license.

I asked Tory what measures or processes Safeway has in place to prevent under aged access to alcoholic liquors. Tory said the cash registers halt processes when alcoholic beverages are scanned and that staff is trained to ask persons who appear under the age of 30 years old for identification. Tory said that he and staff are cognizant of the difficulty in assessing age and that if there is any question staff is trained to request identification. Tory said if they ask for ID and the customer is unable to provide any they do not sell liquor to them.

Tory told me that Safeway requires all employees whom will be operating a cash register and are of the age to sell liquor to complete the Nebraska State Patrol online responsible

server training and that he too had recently completed the course in anticipation of the Ogallala store license. Safeway also requires these same employees to review Safeway store policy quarterly and are required to sign off when the review is completed. When asked what would happen to a store employee who violates policy and/or sold to an underage person, Tory said he was not quite sure. Tory said that he has not dealt with a violation but that through other experiences he has seen Safeway employees receive suspensions and/or termination for violations in the past.

I asked Tory about security and inventory of all alcohol. Tory was unfamiliar with how the alcoholic liquors are stored specifically in Scottsbluff. Tory said that in Ogallala his store has a locked storage area for liquor and wine inventories and that the beer is stored in coolers. Tory expected that a similar situation occurs in Scottsbluff. Although Tory said that he would maintain control over inventories at the Ogallala store, the local Safeway manager in Scottsbluff would be responsible for inventory at its store. Tory seemed a bit unsure of how some of his roles over the Scottsbluff store would work and said that much of the direct oversight would come from the local store manager. Tory said that he had no plans to visit the Scottsbluff store on a regular basis after becoming the manager of the license.

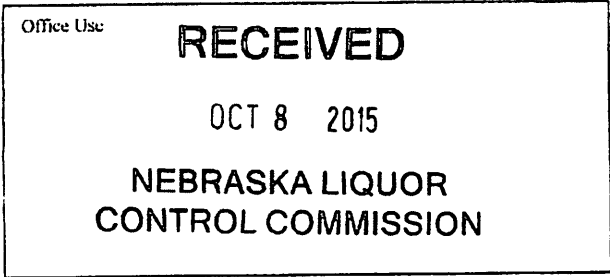
Respectfully,



Brian E. Wasson

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov



MUST BE:

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration in the State of Nebraska
- ✓ Fingerprinted. See Form 147 for further information, this form **MUST** be included with your application.
- ✓ 21 years of age or older

Corporation/LLC information:

Name of Corporation/LLC: Safeway of Western Nebraska, Inc.

Premise information:

Liquor License Number: 013241 Class Type D (if new application leave blank)

Premise Trade Name/DBA: Safeway

Premise Street Address: 601 Broadway

City: Scottsbluff County: Scotts Bluff Zip Code: 69361

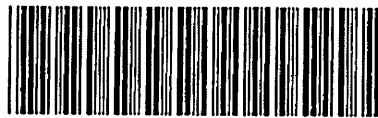
Premise Phone Number: (308) 635-1232

Email address: joanna.witt@safeway.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals. http://www.lcc.ne.gov/license_search/licsearch.cgi

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)



Form 105
REV JAN 2015
Page 2 of 6

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Reding First Name: Tory MI: W
 Home Address (include PO Box if applicable): 7 K-1 Road
 City: Ogallala County: Keith Zip Code: 69153
 Home Phone Number: (720) 427-3507 Business Phone Number: (308) 284-4044
 Social Security Number: _____ Drivers License Number & State: H13694388 NE
 Date Of Birth: 6-8-77 Place Of Birth: Salem, OR
 Email address: S0557c90@safeway.com

RECEIVED

OCT 8 2015

NEBRASKA LIQUOR CONTROL COMMISSION

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: Reding First Name: Brandi MI: A
 Social Security Number: _____ Drivers License Number & State: _____
 Date Of Birth: _____ Place Of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Ogallala, NE	2013	Present	Ogallala, NE	2013	Present
Denver, Co	2004	2013	Denver, Co	2004	2013

Form 103
 REV JAN 2015
 Page 3 of 6

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1993	Present	Safeway	Jay Gomez	(970) 210-5814

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

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OCT 8 2015
NEBRASKA LIQUOR CONTROL COMMISSION

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):
Tory Reding listed on license for Safeway store in Aurora, Colorado -- no longer in business;
Corporate Manager application pending in Nebraska #114727

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 9/17/2015 Name on Certificate: Tory Wayne Reding

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Tory Wayne Reding	09/2015	Responsible Beverage Service Training

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

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NEBRASKA LIQUOR
CONTROL COMMISSION

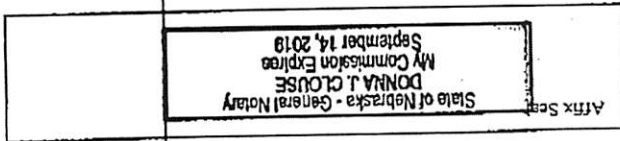
5. Have you enclosed Form 147 regarding fingerprints?

YES

NO

Fingerprints on file on currently-pending application for licensee's store in Ogallala, NE (#114727)

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.



Donna J. Clouse
Notary Public signature

State of Nebraska
County of Keith
The foregoing instrument was acknowledged before me this _____
by Tory W. Reding _____
name of person acknowledged _____
date 10-9-15

ACKNOWLEDGEMENT

NEBRASKA LIQUOR CONTROL COMMISSION

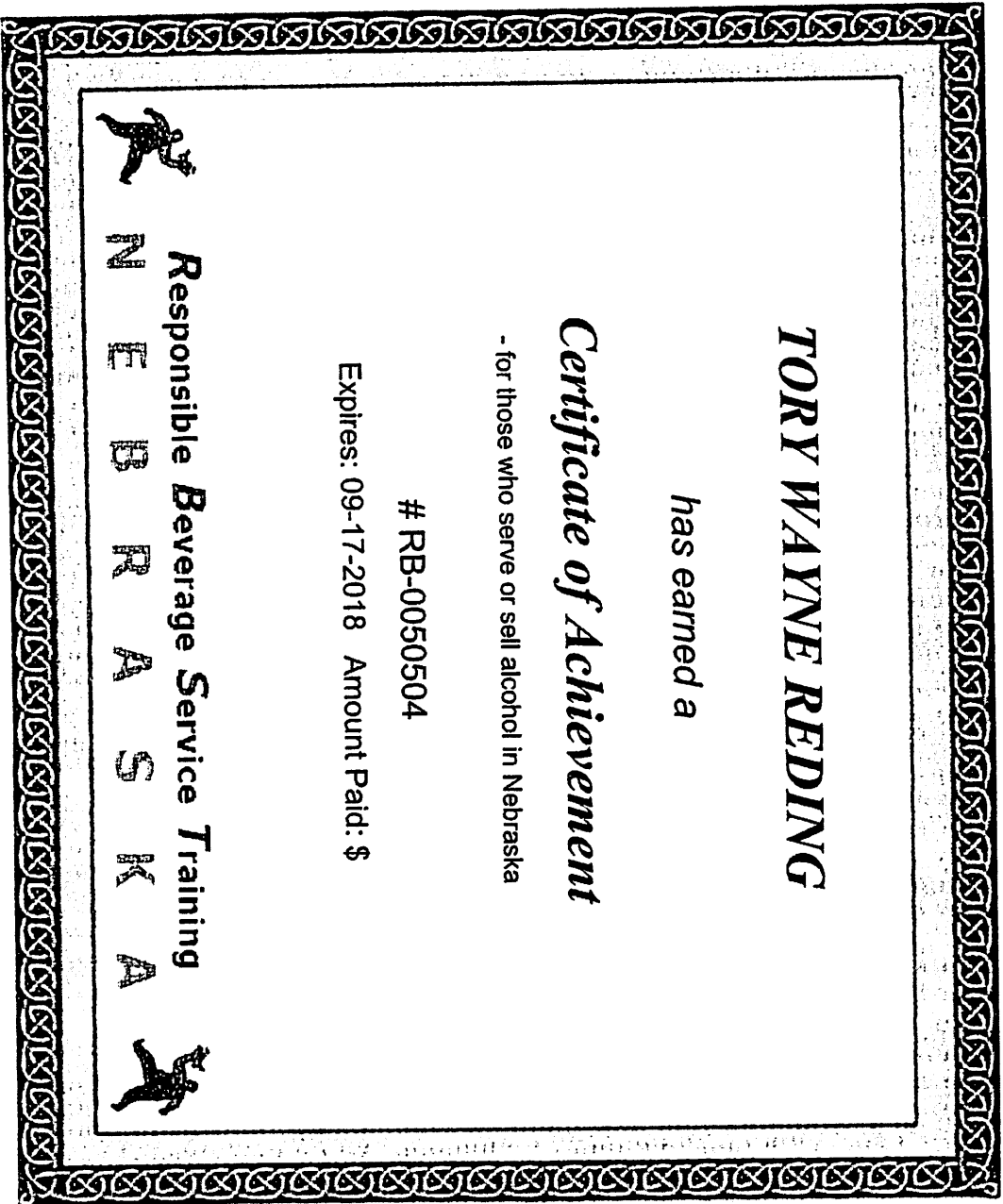
Signature of Applicant *Tory Reding*
Signature of Spouse _____

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OCT 8 2015

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.



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NEBRASKA LIQUOR
CONTROL COMMISSION

General	Credential	Number	Earned	Expires
Tony Wayne Reding 611 n spruce st. Ogallala NE 69153	RBST GENERAL	RB-0050504	09-17-2015	09-17-2018

RECEIVED

OCT 8 2015

NEBRASKA LIQUOR
 CONTROL COMMISSION

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

Office Use
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OCT 8 2015
NEBRASKA LIQUOR
CONTROL COMMISSION



Brandi A. Reding
Signature of spouse asking for waiver
(Spouse of individual listed below)

Brandi A. Reding
Printed name of spouse asking for waiver

State of Nebraska

County of Keith

10-7-15
date

The foregoing instrument was acknowledged before me this
Brandi A. Reding
by _____
name of person acknowledged

Donna J. Clouse
Notary Public signature

Affix Seal
State of Nebraska - General Notary
DONNA J. CLOUSE
My Commission Expires
September 14, 2019



Tory W. Reding
Signature of individual involved with application
(Spouse of individual listed above)

Tory W. Reding
Printed name of applying individual

State of Nebraska

County of Keith

10-7-15
date

The foregoing instrument was acknowledged before me this
Tory W. Reding
by _____
name of person acknowledged

Donna J. Clouse
Notary Public signature

Affix Seal
State of Nebraska - General Notary
DONNA J. CLOUSE
My Commission Expires
September 14, 2019

In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

FORM 35-4178
Revised 1/2008

RECEIVE:

NO. 2571

10/07/2015/WED 12:45PM

OHDBS LAW

Monument Prevention Coalition
1601 East 27th Street
Scottsbluff, NE 69361

October 30, 2015

Scottsbluff City Council
2525 Circle Drive
Scottsbluff, NE 69361

RE: Safeway manager application

Dear Council Members;

Monument Prevention Coalition would like to address the appointment of Tory Reding as manager of Safeway Stores in Scottsbluff.

We would like to let the council know that they have options on requesting local management on any license. Although it is not uncommon for managers not to be local, the council is able to request that they be local. The council has two choices on management change, they can approve or deny. They can deny on the grounds of "lack of management and control due to not residing locally." However, it is the discretion of the Nebraska Liquor Control Commission to make that decision. They do listen to local councils in making those decisions.

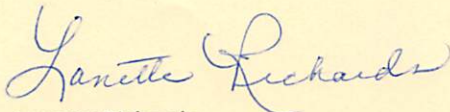
In looking at the memo from Captain Brian Wasson, it appears that although Mr. Reding is manager of the Ogallala Safeway Stores and has been with Safeway stores for many years although he has not managed a liquor license. He seems to not be quite sure on Safeway policies on any violations to sales to minors as well as he had no plans to visit the Scottsbluff store on a regular basis. This causes concern.

Monument Prevention Coalition is sharing this information to the council in order to share with them that there are options and the commission takes into consideration of the recommendation of the local environment and their requests. However, again I emphasize it is ultimately the decision of the Nebraska Liquor Control Commission.

I will be in Lincoln on Monday, so I am unable to be at the council meeting on Monday evening. I ask that you submit my letter into the packet for the council members.

Thank you for your continued support in making this a healthy and safe community for our youth.

Sincerely,



Lanette Richards
Project Coordinator

Phone: (308) 635-6162

Email: monumentprevention@wncc.edu

City of Scottsbluff, Nebraska

Monday, November 16, 2015

Regular Meeting

Item Reports1

Council discussion and instructions to staff regarding the process to fill the vacated City Council position.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, November 16, 2015

Regular Meeting

Item Reports2

Council to authorize the City of Gering to use mutual funds for the purchase of a solid waste grinder.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, November 16, 2015

Regular Meeting

Item Reports3

Council to consider a tower lease agreement with Nex-Tech Wireless, LLC to lease space on the Coke water tower located at 17th Street and 21st Ave., and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, Assistant City Manager

**TOWER SPACE LEASE AGREEMENT
(Water Tower)**

THIS TOWER SPACE LEASE (the "Lease") is entered into as of the ___ day of _____, 2015, by and between City of Scottsbluff, 2525 Circle Drive, Scottsbluff NEBRASKA (hereinafter referred to as "Lessor"), and Nex-Tech Wireless, LLC, 3001 New Way, Hays, Kansas 67601, a Kansas limited liability company (hereinafter referred to as "Lessee").

RECITALS

A. Lessor owns a water tower located on real property located in the City of Scottsbluff, State of Nebraska (the "Property"), which Property is more particularly described in Exhibit A attached hereto.

B. Lessee desires to lease from Lessor certain portions of such tower to place certain equipment in connection with its telecommunications business and Lessor is willing to rent such space to Lessee on the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants, terms and conditions contained in this Lease, the Parties agree as follows:

1. **Lease.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor a portion of the tower set forth in Exhibit A for the sole purpose of installing, maintaining and operating the radio communications equipment (collectively, the "Equipment"), which is more particularly described in Exhibit B attached hereto.

2. **Term of Lease.** (a) Initial Term. The initial term (the "Initial Term") of this Lease shall be five (5) years commencing upon the execution of this Lease by the Parties, and upon payment of the applicable fees and rent described in paragraph 3 (the "Commencement Date"), and shall expire on the date which is five (5) years thereafter, unless renewed in accordance with the renewal provisions herein.

b. Renewal Term. Following expiration of the Initial Term, the Lease shall automatically renew for five (5) years on the last day of the fifth year of the previous term, for up to three (3) consecutive five-year terms ("Renewal Term(s)") unless written notice of non-renewal is given by the Lessee to the Lessor no less than ninety (90) days prior to the expiration of the preceding term. In the event Lessee sends written notice of non-renewal, Lessee agrees to remove its Equipment from the Property within thirty (30) days of the notice. If the Equipment is not removed by Lessee within that time, Lessor may remove the Equipment and either store or dispose of the Equipment as determined by Lessor in its sole discretion. Lessee shall pay Lessor the costs incurred in removing the Equipment within thirty (30) days of written notice sent to the address list in this Lease.

3. **Rent and Cost.** (a) Rent. The first monthly payment of Rent (the “Initial Payment”) in the amount of three hundred doallars, (\$300.00), shall be payable within thirty (30) days of the Commencement Date, prorated as appropriate. Subsequent monthly payments shall be payable on or before the 1st of each month. Thereafter, upon the exercising of renewal option, the Rent shall be increased by five percent (5%) of the Rent in effect for the last day of the previous lease period.

b. Late Payment. If payment of Rent is past due by ten (10) days, a late fee equal to five percent (5%) of the past due amount shall be paid each month on the outstanding balance until paid in full.

c. Property Taxes. Lessee shall pay as additional rent, any increase in property taxes directly attributable to its use of the Property upon the Lessor’s furnishing of proof of such increase.

d. Contact Information. The Rent Payments shall be mailed (or sent via electronic methods as agreed to by the Parties in writing) All payments due under this Lease shall be sent to Lessor’s address indicated under Exhibit C. All Rent payments shall be non-refundable.

4. **Access.** To the extent Lessor may lawfully grant such access, Lessor agrees that Lessee shall have reasonable, non-exclusive access to the Property and the tower during the term of this Lease for the purpose of installing, maintaining and operating the Equipment. The rights of Lessee under this section shall be limited to authorized employees of Lessee, Federal Communications Commission (“FCC”) inspectors, or persons under the direct supervision of either. Lessor shall either give Lessee a key for the gate/access ladder, or allow Lessee to use its own lock on the gate in such a manner as to allow both Parties access to the site, and both Parties shall keep such gate closed at all times upon entering and/or leaving the Property. Provided, Lessee agrees to give Lessor reasonable notice when it intends to access the Property.

5. **Obligations of Lessee.**

a. **Equipment.**

Lessee agrees that it’s Equipment and the installation, operation and maintenance thereof will not damage the tower, interfere with the maintenance of the tower or the tower lighting system, or interfere with the operation of the Lessor’s equipment or the equipment of other existing users, all of which is in place on the effective date of this Agreement. In the event there is interference, for any reason other than the operation of defective Lessor equipment or defective equipment of any other existing users, Lessee shall take all necessary steps to correct and eliminate such interference, at its sole expense. The Lessor shall cooperate with Lessee to identify the source of any interference to Lessee to the same extent to which Lessee is obligated to cooperate with the Lessor. Lessor and Lessee will each keep its equipment within current Federal Communications Commission (“FCC”) and manufacturer’s technical specifications. Lessee shall pay all costs associated with identifying and correcting the source of any interference caused by Lessee. If said interference cannot be eliminated within a reasonable period of time, which for the purposes of this Lease shall be fourteen (14) days from when Lessee is notified of the interference, Lessee

agrees to remove its Equipment from Lessor's Property and this Lease shall terminate without further obligation on either party, except as otherwise specified herein. Any interference that occurs due to a change in equipment by either Lessor or another of Lessor's existing users shall be eliminated at the expense of the user changing such equipment. Lessee shall maintain the Equipment placed by it on or around the tower in a satisfactory condition as to safety and appearance.

b. Insurance.

1. Insurance Requirements. Lessee shall acquire and maintain, during the term of this Lease, including any renewals of the term, statutory workers' comprehensive insurance coverage, commercial general liability insurance coverage and automobile liability insurance, in the minimum amounts set forth below:

- (a) Workers compensation insurance: Worker's Compensation limits as required by the State of Nebraska & Employer's Liability Limits of \$1,000,000 each accident/ \$1,000,000 Disease Policy Limit and \$1,000,000 Disease each Employee.
- (b) Commercial General Liability Insurance: in the minimum amount of one million dollars (\$1,000,000.00) combined single limit Bodily Injury and Property Damage, each occurrence; and one million dollars (\$1,000,000.00) Personal & Advertising Injury, two million dollars (\$2,000,000) General Aggregate and two Million dollars (\$2,000,000.00) Products – Completed Operations Aggregate.
- (c) Automobile liability insurance: in the minimum amount of one million dollars (\$1,000,000.00) for bodily injury and property damage, covering all owned, hired and non-owned automobiles.

2. Certificate of Insurance. Prior to the Commencement Date of this Lease, Lessee shall furnish the Lessor with a certificate or certificates evidencing the policies required by this paragraph, as well as the amounts of coverage for the respective types of coverage. If Lessee subcontracts any work for the Site, said subcontractor(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance and comprehensive general liability insurance coverage in amounts satisfactory to the Lessor and Lessee. If the coverage required under this paragraph expires during the term of this Lease, including any renewals thereof, Lessee shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. Taxes.

Lessee shall be responsible for and shall pay all personal property or other taxes, licensing fees or any other charges assessed or imposed against Lessee's Equipment or material located on the leased Property. Upon demand, Lessee shall furnish Lessor with reasonable evidence of Lessee's compliance with this section. To the extent any such property of Lessee shall be assessed together with real or personal property of Lessor, Lessee shall reimburse Lessor for any taxes paid by Lessor attributable to such assessment upon demand by Lessor, which demand shall be accompanied by reasonable documentation of such assessment.

d. Maintenance.

Lessee shall be responsible for and shall pay for all necessary maintenance and repairs to Lessee's Equipment, except such maintenance and repairs as may be necessitated by or as a result of the negligence of Lessor, any agent of Lessor, or other existing user of the tower, in which case the costs of such reasonable repairs shall be charged to and paid by Lessor.

e. Utilities.

Lessor represents that utilities adequate for Lessee's intended use are presently available. Further, if necessary, Lessee shall have the right to install utilities, to be separately metered at Lessee's expense, and to improve present utilities (including but not limited to the installation of emergency power generators). Lessee shall be responsible for all utility connection charges, and all utility use charges, for electricity or any other utility used by Lessee.

6. Obligations of Lessor.

a. Lessor shall be responsible for and shall pay all taxes which may be assessed against the tower located on the Property, except as set forth in paragraph 3.c. above.

b. Lessor shall maintain the tower in proper working condition, with the cost of lighting, painting, repairing and maintaining the tower and property to be borne by Lessor.

c. During the term of this Lease, Lessor shall not grant a radio lease to any other party if such grant would in any way materially adversely affect or interfere with Lessee's Equipment.

7. Compliance with Applicable Laws. All installations and operations in connection with the tower and Property, either by Lessor or by Lessee, shall comply with all applicable rules and regulations of the Federal Communications Commission or any other entity having jurisdiction thereof, and the electrical codes of the City and/or state concerned.

8. Indemnification. Lessee hereby agrees to defend, indemnify, and hold Lessor harmless from any damages, claims or causes of action which may arise during the term of this Lease as a result of any action or negligence by Lessee, its agents, servants or employees, and to pay all reasonable costs and expenses, including, but not limited to, reasonable attorney's fees and court costs.

Lessor hereby agrees to defend, indemnify, and hold Lessee harmless from any damages, claims or causes of action which may arise during the term of this Lease as a result of any action or negligence by Lessor, its agents, servants or employees, and to pay all reasonable costs and expenses, including, but not limited to, reasonable attorney's fees and court costs.

9. Default. If either party is in default under this Agreement for a period of thirty (30)

days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law or in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the thirty (30) day period and proceeds with due diligence to fully cure the default

10. **Termination.** Except as otherwise provided, this Agreement may be terminated, without any penalty or further liability, immediately upon written notice or as otherwise provided below, as follows:

(a) By either party upon a default of any covenant or term of this Agreement by the other party which default is not cured within thirty (30) days of receipt of written notice of default without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement; or

(b) By Lessee if it is unable to obtain or maintain any license, permit or other permits necessary to the construction and operation of the Equipment or Lessee's business or intended use of the Tower; or

(c) By Lessee or Lessor if the Tower or Equipment is damaged by casualty so as to hinder the effective use of the Equipment; or in the event that interference, whether or not Lessor's activities or any other source, to transmissions or signals from the Equipment, in Lessee's judgment, may not be adequately corrected or eliminated by Lessee; or

(d) By Lessee upon six (6) months written notice to Lessor in the event changes in network design or technology render the site obsolete or unnecessary.

If this Lease is terminated by either party, Lessee shall agree to remove its Equipment from the Property according to paragraph 2.b. above,

11. **Hazardous Materials.** Each party represents and warrants to the other party and its successors and assigns that it will not use any dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances as defined in or governed by the provisions of any federal, state of Nebraska or local law, statute, code, ordinance, regulation, requirement or rule relating thereto (collectively, the "Environmental Regulations") which would subject the other party or any other occupant of the Property to any damages, penalties or liabilities under any applicable environmental regulation.

12. **Holding Over.** If Lessee remains in possession of the Property after the expiration or termination of this Lease, such possession shall be deemed to be a month-to-month tenancy, terminable upon demand by either party. Such tenancy shall be upon all of the terms and conditions of this except with respect to term.

13. **Attorney's Fees.** If either party commences an action against the other party in connection with this, the prevailing party shall be entitled to recover reasonable attorney's fees

and costs, whether or not such action is brought to judgment and whether incurred before or after the filing of any such action.

14. **Assignment; Binding Effect.** Lessee shall not assign, transfer or sublet any of its privileges described herein, except to a parent or wholly owned subsidiary, without Lessor's prior consent, which consent shall not be unreasonably withheld. Subject to the foregoing, this Lease shall be binding upon, and shall inure to the benefit of the Parties hereto, their successors and permitted assigns.

15. **Waivers.** The waiver by either party of a breach or violation of, or failure of either party to enforce, any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach or violation or relinquishment of any rights hereunder.

16. **Contingency.** If, after execution of this Lease, Lessee is unable to occupy Lessor's tower due to action of the FCC or due to Lessee's inability to correct interference with Lessor's operating signals or Lessor's other existing lessees, this Lease may be cancelled without further obligation on the part of either party.

17. **Headings, Exhibits.** The headings of sections in this Lease are for convenience only; they form no part of this Lease and shall not affect its interpretation. All schedules, exhibits, or attachments referred to herein shall be incorporated in and constitute a part of this Lease.

18. **Construction.** Both parties hereby acknowledge that they participated equally in the negotiation and drafting of this Lease and that, accordingly, no court construing this Lease shall construe it more stringently against one party than against the other.

19. **Integration.** This writing represents the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all previous agreements of whatever nature between the Parties with respect to the subject matter; it may not be altered or amended except by an agreement in writing signed by both Parties.

20. **Counterparts.** This Lease may be executed and delivered in counterparts, all of which taken together shall constitute a single instrument.

21. **Severability.** If any part of any provision of this Lease is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such invalidity or unenforceability without in any way affecting the remaining parts of the provision or this Lease.

22. **Governing Law.** Any claim arising out of this Agreement shall be governed by the laws of the State of Nebraska, without regard to its choice of law provisions.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the date set forth below.

LESSEE

Nex-Tech Wireless, LLC
3001 New Way
Hays, Kansas 67601
785 621 3600

By: *Nathan G. Sutter*
Name: Nathan G. Sutter
Title: Director of Network Operations
Date: 11/11/15

LESSOR

Name: City of Scottsbluff
Street: 2525 Circle Drive
City: Scottsbluff, Nebraska 69361
Phone: (785) 257-3359

By: _____
Name: Randy Meininger
Title: Mayor
Date: _____

ACKNOWLEDGMENT

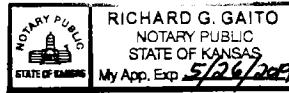
STATE OF KANSAS)
) SS:
COUNTY OF ELLIS)

This instrument was acknowledged before me on this 11 day of November 2015, Nathan G. Sutter of Nex-Tech Wireless, LLC, as Director of Network Operations, a Kansas limited liability company, for and on behalf of said Company.


Notary Public

My Appointment Expires:

5/26/2019



ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS:
COUNTY OF SCOTTSBLUFF)

This instrument was acknowledged before me on this ___ day of _____, 2015, by Randy Meininger in the capacity as Mayor of the City of Scottsbluff, Nebraska, a Municipal Corporation, being the Lessor as identified and defined herein.

Notary Public

My Appointment Expires:

EXHIBIT A
TOWER INFORMATION

City Nearest applicable Tower: Scottsbluff

Type of Tower to be occupied: Water Tower

Height of Tower (AGL): 126'

Height above mean sea level (AMSL): 3883

Geographic Coordinates (NAD 83):

Latitude: 41.862329

Longitude: -103.637081

FAA File Number: N/A

Copy of FAA study attached: N/A

Legal description of the property on which the Tower is located:

A tract of land in Scotts Bluff County, Nebraska,

EXHIBIT B
LESSEE'S EQUIPMENT

The following described radio communications Equipment to wit:

1. Up to Three (3) Antenna, to be attached at the 110' level;
2. Up to Three (3) Remote Radio Units to be attached at the 110' level; and
3. Up to One (1) Surge Protector to be attached at the 110' level; and
4. Up to One (1) runs cable.
5. Radio transmitter, receiver and accessories to be located in Lessee's building located at ground level, consisting of approximately 100 square feet.

Exhibit C

CONTACT INFORMATION

NOTICES

A. Any notices pursuant to this Lease shall be validly given or served only if in writing and sent by certified mail, postage prepaid, to the following addresses:

If to Lessor: City of Scottsbluff
2525 Circle Drive
Scottsbluff, Nebraska 69361
Attention: City Manager

If to Lessee: Nex-Tech Wireless, LLC
3001 New Way
Hays, Kansas 67601
Attn: Director of Network Operations

with a copy to: Nex-Tech Wireless, LLC
3001 New Way
Hays, Kansas 67601
Attn: Site Acquisition

or to such other addresses as either party may designate to the other in writing. Delivery of any notice shall be deemed to be effective on the date set forth on the receipt of certified mail.

B. All invoices sent by Lessor to Lessee for billing should be addressed as follows:

Nex-Tech Wireless, LLC
3001 New Way
Hays, Kansas 67601
Attn: Accounts Payable

C. All payments sent by Lessee to Lessor for billings should be addressed as follows:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, Nebraska 69361
Attention: City Manager

Lessee expressly states that it has full knowledge of the water tower and the dangers inherent in going upon said water tower, and assumes full responsibility and liability for its personnel, contractors, subcontractors and agents herby indemnify and agrees to hold Lessor harmless from any and all claims which may arise from during the term of the Lease.

City of Scottsbluff, Nebraska

Monday, November 16, 2015

Regular Meeting

Item Resolut.1

Council to consider an Ordinance text change regarding placement of alleys in commercial zones (second reading).

Staff Contact: Rick Kuckkahn, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE SCOTTSBLUFF MUNICIPAL CODE AT CHAPTER 21, ARTICLE 1, RELATING TO SUBDIVISION REQUIREMENTS AND SPECIFICALLY ALLEYS, AMENDING SECTION 21-1-20 RELATING TO REQUIRED ALLEYS AND ALLOWING AN EXCEPTION, REPEALING FORMER SECTIONS, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 21-1-20 of the Scottsbluff Municipal Code is amended to provide as follows:
“21-1-20. Alleys; location; *exception.*

An alley shall be provided at the rear of every lot used or proposed to be used for business purposes. *Provided, however, a subdivision may be approved without an alley at the rear of a lot, if the following conditions are met:*

(1) The applicant has provided and will maintain access sufficient for emergency vehicles and City vehicles needed for trash, sewer, water or other City services, as well as access for delivery vehicles; or

(2) The applicant has provided and will maintain an access easement(s) sufficient for the City to use for emergency vehicles, other city vehicles for trash, sewer or water.

If the Owner agrees to provide access under subparagraph (1) or subparagraph (2), in either situation, the City, through its Planning and Development Department, Public Works Department and Fire Department (“Departments), will conduct a review of the proposed subdivision to determine if sufficient access or easements are present, If the Departments make such a determination they will recommend the Mayor or Council President sign a written waiver on behalf of the City for the required alley and its location.”

Section 2. All other Ordinances and parts of Ordinances passed and approved and in conflict herewith are now repealed.

Section 3. This Ordinance shall be published in pamphlet form and shall become effective upon its passage and approval.

PASSED AND APPROVED on _____, 2015.

Mayor

ATTEST:

City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, November 16, 2015

Regular Meeting

Item Resolut.2

**Council to consider an Ordinance amending the utility rates
(second reading).**

Staff Contact: Rick Kuckkahn, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE SEWER USER FEES AT CHAPTER 6 ARTICLE 6, AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT CHAPTER 6 ARTICLE 6, AND WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, REPEALING SECTION 6-6-25, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR PUBLICATION BY PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 6-6-23 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-23. Residential.

The minimum monthly charges for collection and disposal service to residential units for solid waste, the single stream recycling program and designated yard waste, all of which must be contained in approved containers, effective for all billings made on and after January 1, 2016 shall be as follows:

One-family unit (including mobile homes with an individual water or sewer connection)\$20.64

One-family two container unit (including mobile homes with an individual water or sewer connection)\$47.20

The minimum requirement for one-family two container units is twelve months from the date of request for two container service

Multifamily structures (including mobile home parks with a single water or sewer connection) Rate Per Unit	
2 to 4 units.....	20.64
5 to 6 units.....	18.55
7 to 10 units.....	17.53
11 to 16 units.....	16.50
17 to 39 units.....	15.44
40 to 59 units.....	14.41
60 or more units	13.42

Hotels, motels and rooming houses shall be considered as commercial establishments and shall pay charges based on the charges provided for institutional business, commercial and industrial establishments as provided in this Chapter. The charges for quantities or services which exceed those covered by the minimum charge shall be an amount equal to the reasonable cost of the service as determined by the City Manager or the designee of the City Manager.

The rates and fees provided in this section shall be effective with respect to usage for which billings are made on or after January 1, 2016.

Section 2. Section 6-6-24 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-24. Institutional; business; commercial; industrial.

(a) The monthly charges for collection and disposal of solid waste of institutional, business, commercial and industrial establishments, and solid waste in required containers at construction sites, shall be based upon the number of approved containers collected per collection. Where an establishment has its own water or sewer connection, the fact that it shares a building with another establishment, or does not occupy the entire building, shall be of no significance. The charge per approved container per collection shall, effective for all billings made on and after January 1, 2015 be as follows:

	Each time container is emptied	Monthly minimum
90 gallon	\$ 10.67	\$ 42.68
1.5 cubic yard	14.23	56.92
3.0 cubic yard	27.08	108.32

The rates and fees provided in this section shall be effective with respect to usage for which billings are made on or after January 1, 2016.

Section 3. Section 6-6-25 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-25. Yard Waste Container Charge.

This section of the Municipal Code is repealed by Ordinance # _____ effective as of midnight December 31, 2015 and until that date those containers designated for yard waste shall be sold by the City at the following rate:

90 gallon.....\$80.00 plus tax/each

Section 4. Section 6-6-26.1 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-26.1. Recyclable materials.

1. The monthly fee for the single stream recycling program, beginning January 1, 2016, will be included in the monthly Residential fee set forth in the Municipal Code at section 6-6-23. Until that date the fee will be \$4.00 per month. The single stream recyclable material will be collected in a container provided by the City.
2. Every person who shall dispose of an appliance at any disposal site of the City shall pay a charge of \$20.00 per appliance.
3. The fee for the Gaylord (cardboard) containers shall be \$20.00 per month.
4. The rates and fees provided in this section shall be effective with respect to the usage for which billings are made on or after December 1, 2012.

Section 5. Section 6-6-28 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-28. Water service.

(1) Each user of the City water system located within the City limits shall pay charges based on bimonthly consumption as follows:

<u>Gallons</u>	<u>Rate per Thousand Gallons</u>
Up to 10,000	\$2.216
10,001 to 20,000	1.803
20,001 to 60,000	1.796
60,001 to 100,000	1.775
Over 100,000	1.758

Consumption of any part of 1,000 gallons shall be considered as consumption of an entire 1,000 gallons for purposes of calculating consumption and the applicable rate(s).

(2) Each user of the City water system located within the City limits shall pay minimum bimonthly charges as follows:

<u>Water Meter Size</u>	<u>Minimum Charge</u>	<u>Gallons</u>
5/8" or 3/4"	\$22.16	10,000
1"	40.19	20,000
1½"	76.11	40,000
2"	103.05	55,000
3"	165.25	90,000
4"	253.35	140,000
6"	358.88	200,000
8"	534.63	300,000

Payment of the minimum charge shall constitute payment in full for any quantity of water not exceeding the amount shown in the "Gallons" column opposite the applicable "Minimum Charge." In the case of premises as to which the final date for connection of the plumbing has been deferred under section 22-1-8, there shall be a bimonthly charge for standby fire protection service of \$6.00.

Each user of the City water system located outside of the City limits, except for whole sale water use provided by the City pursuant to the terms of an agreement, shall pay the following:
 For the first twenty (20) years of service through the City water system located outside the City limits 2 times the minimum charges listed above
 For 21-25 years 1.75 times the minimum charges listed above
 For 26 years and over..... 1.5 times the minimum charges listed above
 Provided, wholesale water use and sale shall be sold at an agreed upon amount as set by the City Council for charges outside the City limits. Provided further, users of the City water system that are serviced by the airport water line shall pay double, or 2 times the minimum charges listed above.

The rates and fees provided for in this section shall be effective with respect to all connections, installations, and usage on or after January 1, 2016.

Section 8. Existing Sections 6-6-23, 6-6-24, 6-6-25, 6-6-26.1, and 6-6-28, of the Scottsbluff Municipal Code are hereby repealed, provided however that the rates provided for in such prior sections shall remain effective until midnight, December 31, 2015. All other ordinances and parts of ordinances passed and approved and in conflict herewith are now repealed. This Ordinance shall not be construed to effect any cause of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

Section 9. This Ordinance shall be published in pamphlet form and shall become effective January 1, 2016.

PASSED and APPROVED on _____, 2015.

Attest:

Mayor

City Clerk (Seal)

Approved as to Form:

Deputy City Attorney

City of Scottsbluff, Nebraska
Monday, November 16, 2015
Regular Meeting

Item Exec1

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

Staff Contact: City Council