

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

Regular Meeting
June 19, 2017
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 June 5, 2017, Regular Meeting.
 - b) Approve the absence of Council Member Gonzales from the June 5, 2017 Regular Meeting.
7. Claims:
 - a) Regular claims
8. Bids & Awards:
 - a) Council to consider awarding the bid for the Airport Industrial Tracts Drainage Improvement Project to Infinity Construction in the amount of \$283,864.00.
 - b) Council to approve the change order deduction for the City Hall Secure entrance project.
9. Public Hearings:
 - a) Council to conduct a public hearing at 6:05 p.m. to consider the Class C Liquor License application for Peggy McVay, dba A Lil Bit of Everything, 1610 Broadway, Scottsbluff, NE.
10. Petitions, Communications, Public Input:
 - a) Council to receive a report from the Riverside Discovery Center.
11. Reports from Staff, Boards & Commissions:
 - a) Council to consider approval of the Economic Development Assistance

Agreement with Walther Farms and authorize execution of related documents.

- b) Council to consider approval of the Second Supplemental Agreement for public improvements with Menard, Inc. and authorize the Mayor to execute the agreement.
12. Resolution & Ordinances:
- a) Council to consider a Resolution to establish the Active Living Advisory Committee.
 - b) Council to consider a Resolution supporting the Wyoming Water Development Commission Level II study of the Panhandle Alliance Water Supply Project (PAWS) and formation of Governance.
 - c) Council to consider an Ordinance annexing a tract of land known as a part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, NE (West of Ave. I and 27th St.)
 - d) Council to remove from the table the item regarding the Ordinance amending the Scottsbluff Economic Development Plan to provide for additional qualifying businesses.
 - e) Council to consider the Ordinance amending the Scottsbluff Economic Development Plan to provide for additional qualifying businesses (third reading).
 - f) Council to consider an Ordinance amending sewer user fees including surcharge for stormwater, solid waste collection and water service fees (second reading).
 - g) Council to consider an Ordinance amending the fees at Fairview cemetery (second reading).
 - h) Council to consider amending prior Ordinance 4060 regarding committed funds for specific uses for purposes of the Governmental Accounting Standards Board Statement No. 54 (second reading).
 - i) Council to consider an Ordinance updating the Scottsbluff Municipal Code to include the 2017 National Electric Code.
13. Closed Session
- a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
 - b) Council may consider entering into a closed session for Protection of the Public Interest: Subject Matter- Real Estate Purchase. Reason- Discussion of strategy in purchasing a parcel of land for future landfill.
14. 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
15. Council reports (informational only):
16. Scottsbluff Youth Council Representative report (informational only):
17. Adjournment.

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Consent1

Approve the minutes of the June 5, 2017, Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

The Scottsbluff City Council met in a regular meeting on June 5, 2017 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 May 26, 2017, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on May 26, 2017.

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: Randy Meininger, Scott Shaver, Mark McCarthy and Jordan Colwell. Also present was City Manager Johnson and City Attorney Kent Hadenfeldt. Absent: Raymond Gonzales. 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 McCarthy seconded by Council Member Colwell that:

1. "The minutes of the May 30, 2017, Regular Meeting be approved,"
2. "The absence of Council Member Gonzales and Mayor Meininger from the May 30, 2017 Regular Meeting be approved,"
3. "A public hearing be set for June 19, 2017, 6:05 p.m. to consider the Class C Liquor License application for Peggy McVay, dba A Lil Bit of Everything, 1610 Broadway, Scottsbluff, NE,"
4. "The bids and specifications for the Broadway water main replacement be approved and authorize the City Clerk to advertise for bids to be received by June 27, 2017, 11:00 a.m.," "YEAS", Meininger, Colwell, and McCarthy, "NAYS" Shaver. Absent: Gonzales.

Moved by Council Member Shaver, seconded by Council Member McCarthy, "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 June 5, 2017, as on file with the City Clerk and submitted to the City Council," "YEAS", Meininger, Colwell, Shaver, and McCarthy, "NAYS" None. Absent: Gonzales.

CLAIMS

AC ELECTRIC MOTOR SERVICE,EQUIP MAINT,350.76; ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHMENT,519.82; ACTION COMMUNICATIONS INC.,CIP-PO-PATROL,2987.1; ADVERTISING SPECIALTIES LLC,UNIFORM EMBROIDERY, 44; AHLERS BAKING INC, DEPT SUPPLIES, 83.94; AIRPORT DEVELOPMENT,LLC,TIF - AIRPORT REDEV.,

16949.57; ALLO COMMUNICATIONS, LLC, LOCAL TELEPHONE CHARGES, 4444.52; AMAZON.COM HEADQUARTERS,BKS & MISC.,886.21; ANTHONY J MURPHY, MEALS FOR MURPHY KANSAS TRIP, 48; ASSOCIATED SUPPLY CO, INC, BLDG MAINT, 8509.99; ASSURITY LIFE INSURANCE CO,LIFE INS,32.95; B & H INVESTMENTS, INC,DEP. SUP. - LIBRARY,143; BIBLIOTHECA LLC,EQUIP. MAIN.,250; BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL,1754.96; BLUFFS SANITARY SUPPLY INC.,JAN. SUP.,541; BRAND JAMES & PHYLLIS,TREE REBATE,150; BROADWAY CARWASH,VEHICLE MAINT,35; BSN SPORTS, INC,GROUND MAINT,912.55; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,273.2; CARR- TRUMBULL LUMBER CO, INC.,SUPP - HEM FIR,13; CELCO PARTNERSHIP,CELL PHONES,539.72; CHILD SUPPORT,CHILD SUPPORT,74; CHRIS REYES,DEPT SUPP,279; CITIBANK N.A.,DEPT SUPPLIES,418.36; CITIBANK, N.A.,DEPT SUPP,79.91; CITY OF SCB,PETTY CASH,160.99; CLARK PRINTING LLC,DEPT SUPP,200.65; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,LIFE & ACCIDENT INS,48.7; CONSOLIDATED MANAGEMENT COMPANY, SCHOOLS/CONF, 172.08; CONTRACTORS MATERIALS INC., DEPT SUP,565.62; COPIER CONNECTION, DEPT EQUIPMNT MNTNC,145.32; COZY, INC, DEPT SUPPL,60; CROELL INC,DEPT SUP,1200.54; CYNTHIA GREEN,DEP. SUP., 161.65; DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,1497.98; DANKO EMERGENCY EQUIPMENT COMPANY,UNIFORMS,192.37; DAS STATE ACCOUNTING-CENTRAL FINANCE, MONTHLY LONG DISTANCE,158.33; DUANE E. WOHLERS,DISPOSAL FEES,450; DYNA-TECH ELECTRIC INC,BLDG MAINT,91; E COMPLETE LLC,DEP. SUP.,176.06; ELIZABETH HILYARD,SCHHO & CONF,316; ELLIOTT EQUIPMENT COMPANY INC.,EQUIP MTNC,3845.28; ENERGY LABORATORIES, INC,SAMPLES,135; ENVISIONWARE, INC,CONT. SRVCS.,924.15; FASTENAL COMPANY,SUPP - BOLTS,4.5; FAT BOYS TIRE AND AUTO,EQUIP MTNC,983.16; FEDERAL EXPRESS CORPORATION,POSTAGE,72.62; FLOYD'S TRUCK CENTER, INC,EQUIP MTNC,1124.02; FRANCISCO MAREZ,CONTRACTUAL,432; GALLS INC,BODY ARMOR, 3867.36; GENERAL ELECTRIC CAPITAL CORPORATION,PRGRM.,213.86; GENERAL TRAFFIC CONTROLS, INC,SUPP - T.S. EQUIP - LDSW, RELAYS,,242.41; GILBERT CARRIZALES, CONTRACTUAL, 144; GREAT LAKES HIGHER EDUCATION GUARANTY CORP,WAGE ATTACHMENT, 371.64; HAWKINS, INC.,CHEMICALS,1718; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,816.2; HULLINGER GLASS & LOCKS INC.,DEPT SUPPLIES, 16.75; HYDRONIC WATER MANAGEMENT,EQUIP. MAIN.,425; IDEAL LAUNDRY AND CLEANERS, INC., JAN. SUP.,883.84; INDEPENDENT PLUMBING AND HEATING, INC, GROUND MAINT, 395.75; INFINITY CONSTRUCTION, INC.,DOWNTOWN - BULB OUTS CONSTRUCTION, 77147.68; INGRAM LIBRARY SERVICES INC,BKS,2173.24; INTERNAL REVENUE SERVICE, WITHHOLDINGS, 121715.81; INVENTIVE WIRELESS OF NE, LLC, CONTRACTUAL, 99.95; J G ELLIOTT CO.INC.,NOTARY BLANKET E&O RENEWAL PREM.,490; JACOB MCLAIN,CONTRACTUAL,180; JIM MENDOZA,UNIFORMS & CLOTHING, 69.99; JOHN DEERE FINANCIAL,SUPP - ROUND UP,212.92; JOHN DEERE FINANCIAL,DEPT SUPP,305.85; JORDAN COLWELL,P3-PUBLIC PRIVATE PARTNERSHIP CONF. EXPENSE,56.75; KIRK BERNHARDT,CONTRACTUAL,908; KNOW HOW LLC,VEHICLE MTNC,798.59; KRIZ-DAVIS COMPANY,SUPP - ELECT. BOXES FOR BDWY NODES PROJECT,559.77; LEAGUE

ASSOCIATION OF RISK MANAGEMENT,AUTO INS. - POLICE,719.13; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING,100; M.C. SCHAFF & ASSOCIATES, INC,DOWNTOWN BULB OUTS - ENGINEERING,20574; MADISON NATIONAL LIFE,INSURANCE, 1870.71; MAILFINANCE INC,MONTHLY LIEASE,148.76; MARIO SOLORZANO III, CONTRACTUAL,108; MATHESON TRI-GAS INC,DEPT SUPP,91.33; MATTHEW MURPHY,RE-IMBURSEMENT FOR CDL,57.5; MENARDS, INC,DEPT SUPPLIES,2125.89; MIDLANDS NEWSPAPERS, INC,LEGAL NOTICE,43.14; MIDWEST CONNECT, LLC,DEPT SUPP,270; MIDWEST MOTOR SUPPLY CO INC,DEPT SUPPLIES,301.08; NATIONAL ARBOR DAY FOUNDATION,MEMBERSHIP,10; NATIONAL TELEPHONE MESSAGE CORP,DEPT SUPPLIES,150; NE AMATEUR SOFTBALL ASSOC,DEPT SUPP,1080; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,3072.36; NE COLORADO CELLULAR, INC,CONTRACTUAL SVC,75.5; NE DEPT OF ENVIRONMENTAL CONTR,SRF LOAN PMTS,328558.21; NE DEPT OF REVENUE,SALES TAX,21503.62; NE LIBRARY COMMISSION,SBSCR.,1910.09; NEBRASKA RURAL WATER ASSOCIATION,SCHOOLS & CONF,375; NEBRASKA SAFETY & FIRE EQUIPEMENT INC., EQUIP MAINT,168; NEBRASKA MACHINERY CO,EQUIP MAINT,7380; NEBRASKA PUBLIC POWER DISTRICT,ELECTRICITY,19238.01; NEBRASKALAND TIRE, INC,TIRE REPAIR,14.5; NEMNICH AUTOMOTIVE,EQUIP MTNC,211.73; NORTH PLATTE NATURAL RESOURCE DIST, GROUNDS MAINT,111.94; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUNDS MAINT, 509.84; ONE CALL CONCEPTS, INC, CONTRACTUAL, 239.64; OREGON TRAIL PLUMBING, HEATING & COOLING INC,BLDG MAINT,2780; P.F. PETTIBONE & CO,MINUTE BOOK PAPER, 188.95; PANHANDLE CARTAGE CO INC,MOBILE COMMAND VEH SPECIAL PROJECT, 75.29; PANHANDLE ENVIRONMENTAL SERVICES INC, SAMPLES, 216; PANHANDLE HUMANE SOCIETY,CONTRACTUAL,5023.88; PAUL REED CONSTRUCTION & SUPPLY, INC,GROUND MAINT,780; PIER GENIUS DOCK SYSTEMS,GROUNDS MAINT, 2855.48; PLATTE VALLEY BANK,TIF - FAIRFIELD INN REDEV,72039.5; POSTMASTER, POSTAGE, 986.18; POWERPLAN, EQUIP MTNC, 355.52; QUILL CORPORATION, OFFICE SUPPLIES, 1397.44; RAMIREZ G EUGENE, CONTRACTUAL, 90; REGIONAL CARE INC, CLAIMS, 145535.45; REGIONAL WEST MEDICAL CENTER,46 CPR CARDS FOR CLASSES,138; REGISTER OF DEEDS,LEGAL,110; RICHARD P CASTILLO,CONTRACTUAL,234; ROBERT GARCIA,CONTRACTUAL,288; ROBERT GOMEZ,CONTRACTUAL,108; ROOSEVELT PUBLIC POWER DISTRICT,ELECTRIC POWER,2187.83; ROSE DREW, INC,DEP. SUP.,3285.15; S M E C,EMPLOYEE DEDUCTION,389; SAFELITE FULFILLMENT, INC,VEH MAINT,536.9; SANDBERG IMPLEMENT, INC,EQUIP MAINT,419.82; SCB CO CLERK,2016 PRIM.ELEC. COSTS - LB357 PROPOSITION,3772.4; SCB COUNTY,DEPT CNTRCL SRVCS,157.5; SCB COUNTY TREASURER,TAX CERTIFICATE 4800 C,246.66; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,450; SCB TENT & AWNING,VEH MAINT,165; SCOTTSBLUFF MOTOR CO, INC,EQUIP MTNC,51.52; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES, 1128; SCOTTSBLUFF PUBLIC SCHOOLS, REIMB. DEMO OF SPLASH POOL,67621; SCOTTSBLUFF WINSUPPLY COMPANY,GROUNDS MAINT,697.8; SHERIFF'S OFFICE,CONTRACT,132.9; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACT,192.5; SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,6157.09; SNELL SERVICES

INC.,ELECTRICAL MAINT,12076.1; STATE HEALTH LAB,SAMPLES, 1211; STATE OF NE., CONTRACTUAL,105; STOP STICK LTD,EQUIP MAINT,450; SWANK MOTION PICTURES INC, DEPT SUPP, 223; THE LIFEGUARD STORE INC,DEPT SUPP,4456.11; THE PEAVEY CORP,INV. SUPPLIES, 310.4; THOMPSON NOELLE,TUITION REIMBURSEMENT,600; TOYOTA MOTOR CREDIT CORPORATION,HIDTA CAR,365.69; TRANS IOWA EQUIPMENT LLC,EQUIP MTNC,4307.26; TRI-TECH FORENSICS INC.,INVEST. SUPPLIES,137.94; TYLER TECHNOLOGIES, INC,FEES - UB ONLINE, 348; UNIQUE MANAGEMENT SERVICES, INC,CONT. SRVCS., 223.75; UPSTART ENTERPRISES, LLC,DEPT SUPP,17.54; US BANK,SCHOOL & CONF, 4606.7; VAN DIEST SUPPLY COMPANY,SUPP - MOSQUITO SPRAY & FLUSHING, 4576.6; VANTAGEPOINT TRANSFER AGENTS-300793,DEF COMP,2165.38; VANTAGEPOINT TRANSFER AGENTS-705437,ROTH IRA,921; WELLS FARGO BANK, N.A.,RETIREMENT, 64548.23; WESTERN COOPERATIVE COMPANY,DEPT SUPP, 97.5; WESTERN COOPRTATIVE COMPANY,GROUND MAINT,831.43; WESTERN STATES BANK,TIF - REGANIS REDEV., 27179.84; WESTERN SURETY COMPANY,BOND, 950; WESTERN TRAVEL TERMINAL, LLC, VEHICLE MAINT, 118.09; WYOMING FIRST AID & SAFETY SUPPLY, LLC, DEPT SUPP, 300.61; WYOMING WATER DEVELOPMENT OFF,PAWS FEASIBILITY STUDY, 5351.25; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA, 1692.5; ZM LUMBER INC, GROUNDS MAINT,62.3; REFUNDS: KATHERINE SANTOS 64.3; SHELBY STEELE 6.91; TYLER NEUGEBAUER 27.24; STEPHEN BECKER 24.83; ROGER LUEHRS 12.64; SABRINA ESPARZA 124.

Moved by Mayor Meininger, seconded by Council Member Shaver, “to remove from the table the item awarding the bid for the city hall security project,” “YEAS”, Meininger, Colwell, Shaver, and McCarthy, “NAYS” None. Absent: Gonzales.

City Manager Johnson explained that two bids were received for this project: Anderson and Shaw Construction Inc., \$53,608.00 and Rusch’s General Contracting, LLC, \$54,296.00. Staff is recommending awarding the bid to the low bidder, Anderson and Shaw Construction Inc.; subcontractors for this project will be Adams Electric and Thompson Glass, Anderson & Shaw Construction Inc. will provide contractor services. This is a budgeted item from the Capital Projects fund. Moved by Mayor Meininger, seconded by Council Member McCarthy, “to award the bid to Anderson and Shaw Construction Inc., as the lowest and best bid, in the amount of \$53,608.00 for the city hall security project,” “YEAS”, Meininger, Colwell, Shaver, and McCarthy, “NAYS” None. Absent: Gonzales.

Moved by Mayor Meininger, seconded by Council Member Shaver, “to convene as the Board of Equalization at 6:05 p.m.,” “YEAS”, Meininger, Colwell, Shaver and McCarthy, “NAYS” None. Absent: Gonzales.

The Scottsbluff Board of Equalization met in a special meeting on Monday June 5, 2017 at 6:05 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. Notice was given by publication in the Star Herald on May 26, 2017. 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.

Chairman Shaver presided and City Clerk Dickinson recorded the proceedings. Chairman Shaver welcomed everyone in attendance and encouraged all citizens to participate in the meeting asking those

wishing to speak to come to the microphone and state their name and address for the record. Chairman Shaver 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 Board Members were present: Randy Meininger, Jordan Colwell, Scott Shaver and Mark McCarthy. Absent: Raymond Gonzales.

Moved by Board Member Meininger, seconded by Board Member Shaver, "to approve the minutes of the January 3, 2017 Meeting," "YEAS", Meininger, Colwell, Shaver and McCarthy, "NAYS" None. Absent: Gonzales.

Chairman Shaver opened the Public Hearing as advertised for this date, at 6:05 p.m. to consider setting special assessments to properties benefitted by construction of Paving District No. 313, Owen Development LLC and Owen Family Trust. City Manager Nathan Johnson, explained the benefits and assessments and that the assessment provides the average bank rate plus 2.5% administrative rate for a 15 year term. The following bank rates were received: First State Bank 3.20%; Platte Valley Bank 3.22%; First National Bank 3.575%; Western States Bank 3.795%. The average interest rate 3.4475%, with the added 2.5%, makes the interest rate 5.95% for the property owners benefitting from the street improvement district. Staff is recommending approval of the benefits and assessments as set forth in the Ordinance supporting the Paving District No. 313 assessment. There were no comments from the public. Chairman Shaver closed the public hearing at 6:08 p.m.

City Attorney Hadenfeldt reported that the project has been accepted by the engineer, who also found the special benefit to each of the two lots based upon the total construction cost of half of Avenue G. Both lots are owned by Mr. and Mrs. Owen and their company. Lot 1 is benefitted to the amount of \$33,039.45 and Lot 2 is benefitted to the amount of \$77,434.55.

Moved by Board Member Meininger, seconded by Board Member McCarthy, "to accept the report and recommend the assessment of \$33,039.45 to the Owen Development LLC, for Lot 1, Block 10, Five Oaks Subdivision, and the assessment of \$77,434.55 to the Owen Family Trust, for Lot 2, Block 10, Five Oaks Subdivision, along with the interest rate of 5.95%," "YEAS", Meininger, Colwell, Shaver and McCarthy, "NAYS" None. Absent: Gonzales.

Mr. Johnson reported that the total current Special Districts Outstanding Assessment Balance is \$891,921.10, which includes the following Paving and Water Districts: Home Depot, Five Oaks, Reganis, and the Owen Project. Our total outstanding warrant debt is \$1,148,146.83. We are carrying an interest rate of 1.17 % on all projects, which are held at First State Bank.

Moved by Board Member Meininger, seconded by Board Member Colwell, "to adjourn as the Board of Equalization and reconvene as the City Council," "YEAS", Meininger, Colwell, Shaver and McCarthy, "NAYS" None. Absent: Gonzales.

The following Council Members were present: Randy Meininger, Scott Shaver, Mark McCarthy and Jordan Colwell. Absent, Raymond Gonzales.

Mayor Meininger introduced Ordinance 4212 which was read by title on first reading: **AN ORDINANCE FINDING, ASCERTAINING, DETERMINING, EQUALIZING AND FIXING THE BENEFITS TO AND LEVYING SPECIAL ASSESSMENTS UPON THE LAND AND REAL ESTATE ABUTTING UPON AND ADJACENT TO AND ESPECIALLY BENEFITTED BY THE IMPROVEMENTS IN PAVING DISTRICT NO. 313 OF THE CITY OF SCOTTSBLUFF, NEBRASKA, FOR THE PURPOSE OF PAYING THE COSTS OF SUCH IMPROVEMENTS TO THE EXTENT OF SPECIAL BENEFIT TO SUCH LANDS AND REAL ESTATE BY REASON OF SUCH IMPROVEMENTS.**

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

The motion carried having been approved by three-fourths of the Council Members. Moved by Mayor Meininger, seconded by Council Member Shaver, "that Ordinance No. 4212 be adopted," "YEAS", Colwell, Meininger, McCarthy, and Shaver. "NAYS" None. Absent: Gonzales.

Donna Thompson, Director of the West Nebraska Arts Center, approached the Council regarding requests for three special arts-related event wine permits for art receptions. The Arts Center has held a number of receptions over the years and have never had an issue or violation. Moved by Mayor Meininger, seconded by Council Member McCarthy, "to approve issuance of a special arts-related event wine permits for the West Nebraska Arts Center, 106 East 18th Street and special designated liquor licenses for three events on June 29, 2017; August 31, 2017; and November 2, 2017," "YEAS", Colwell, Meininger, McCarthy, Shaver and "NAYS" None. Absent: Gonzales.

City Manager Johnson presented the License Agreement with Western Nebraska Community College to provide for a sign to be placed in the City's right away on the SE Corner of Highway 26 and 27th street, which is across the street from Reganis Auto. City Attorney Hadenfeldt explained that the College asked for a license agreement instead of leasing land in the City's right of way; a license agreement can be terminated at any time. Moved by Council Member McCarthy, seconded by Council Member Colwell, "to approve the License Agreement for placement of an identification sign in the City of Scottsbluff's right of way with Western Nebraska Community College and authorize the Mayor to execute the agreement," "YEAS", Colwell, Meininger, McCarthy, Shaver and "NAYS" None. Absent: Gonzales.

Mr. Johnson presented the Ordinance amending prior Ordinance 4060, defining the purposes of the Governmental Accounting Standards Board Statement (GASB) No. 54, which provides flexibility to the City Council regarding the budget. The amended Ordinance will set forth the actual use of the fund in the special projects fund; provide for use of retail business occupation taxes in the general fund grant revenue; enable the Public Safety fund to be used for software and contractual services as a qualifying expense; and use the Mutual Fire Organization Fund for operational equipment.

Mayor Meininger commented that Ordinance No. 4060 was standard at the time of approval, since then the GASB has changed; therefore we need to change our Ordinance.

Council Member Shaver introduced the Ordinance regarding committed funds for specific uses for purposes of the Governmental Accounting Standards Board Statement No. 54 which was read by title on first reading: **AN ORDINANCE AMENDING PRIOR ORDINANCE NO. 4060 RELATED TO COMMITTED FUNDS FOR SPECIFIC USES, INCLUDING CATEGORIZING FUNDS AS COMMITTED FUNDS FOR PURPOSES OF THE GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 54; REPEALING ANY AND ALL ORDINANCES INCONSISTENT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.**

City Manager Johnson presented the Ordinance amending the rates at the Fairview Cemetery to bring them in line with comparable cemetery rates in the valley. Council Member Shaver introduced the Ordinance which was read by title on first reading: **AN ORDINANCE FOR THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE IN REGARD TO EXEMPTION FEES AT CHAPTER 5, ARTICLE 1, AND CEMETERY FEES AT CHAPTER 6, ARTICLE 6, ADDING FEES FOR MAUSOLEUM AND COLUMBARIUM, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.**

Mr. Johnson presented the Ordinance amending the sewer user fees, including a surcharge for stormwater, solid waste collection and water service fees. The following increases are proposed: Wastewater 3% - \$.63 per month; Water 3% - \$.35 per month; Sanitation 3% - \$.62 per month; Stormwater 25% - \$.25 per month; this is an estimated \$1.85 per month increase.

Mayor Meininger introduced the Ordinance which was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING SEWER USER FEES AT CHAPTER 6**

ARTICLE 6, INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS, AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT CHAPTER 6 ARTICLE 6, AND WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE.

Moved by Council Member Shaver, seconded by Council Member McCarthy, “to adjourn the meeting at 6:25 p.m.” “YEAS”, Colwell, Meininger, McCarthy, Shaver and “NAYS” None. Absent: Gonzales.

Mayor

Attest:

City Clerk
“SEAL”

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Consent2

Approve the absence of Council Member Gonzales from the June 5, 2017 Regular Meeting.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Liz Hilyard, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 06/06/2017 - 06/19/2017

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 03438 - ACCU CUT					
Fund: 111 - GENERAL					
Dep. Sup.	DEPARTMENT SUPPLIES				64.00
				Fund 111 - GENERAL Total:	64.00
				Vendor 03438 - ACCU CUT Total:	64.00
Vendor: 00393 - ACTION COMMUNICATIONS INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
INTERNET SERVICE (6/1/17 - 6/...	DEPARTMENT SUPPLIES				27.50
				Fund 621 - ENVIRONMENTAL SERVICES Total:	27.50
Fund: 631 - WASTEWATER					
INTERNET SERVICE (6/1/17 - 6/...	DEPARTMENT SUPPLIES				27.50
				Fund 631 - WASTEWATER Total:	27.50
				Vendor 00393 - ACTION COMMUNICATIONS INC. Total:	55.00
Vendor: 05575 - ADVERTISING SPECIALTIES LLC					
Fund: 111 - GENERAL					
Dep. Sup.	DEPARTMENT SUPPLIES				420.37
				Fund 111 - GENERAL Total:	420.37
				Vendor 05575 - ADVERTISING SPECIALTIES LLC Total:	420.37
Vendor: 09021 - AIRGAS USA, LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				20.40
				Fund 621 - ENVIRONMENTAL SERVICES Total:	20.40
				Vendor 09021 - AIRGAS USA, LLC Total:	20.40
Vendor: 09663 - ALARM SECURITY TECHNICIANS					
Fund: 621 - ENVIRONMENTAL SERVICES					
building mtnc	BUILDING MAINTENANCE				5,082.36
				Fund 621 - ENVIRONMENTAL SERVICES Total:	5,082.36
				Vendor 09663 - ALARM SECURITY TECHNICIANS Total:	5,082.36
Vendor: 05887 - ALLO COMMUNICATIONS,LLC					
Fund: 218 - PUBLIC SAFETY					
CIP PATROL CARS	EQUIPMENT				664.00
CIP PATROL CARS	EQUIPMENT				2,914.25
CIP PATROL	EQUIPMENT				-247.32
				Fund 218 - PUBLIC SAFETY Total:	3,330.93
				Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:	3,330.93
Vendor: 02118 - ANITA'S GREENSCAPING INC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				272.22
				Fund 111 - GENERAL Total:	272.22
Fund: 216 - BUSINESS IMPROVEMENT					
BID PRKNG LOTS	CONTRACTUAL SERVICES				758.89
				Fund 216 - BUSINESS IMPROVEMENT Total:	758.89
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				230.00
				Fund 661 - STORMWATER Total:	230.00
				Vendor 02118 - ANITA'S GREENSCAPING INC Total:	1,261.11
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				36.99

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
equip mtnc	EQUIPMENT MAINTENANCE				182.32
equip mtnc	EQUIPMENT MAINTENANCE				55.33
equip mtnc	EQUIPMENT MAINTENANCE				117.56
equip mtnc	EQUIPMENT MAINTENANCE				33.24
equip mtnc	EQUIPMENT MAINTENANCE				147.07
equip mtnc	EQUIPMENT MAINTENANCE				171.17
equip mtnc	EQUIPMENT MAINTENANCE				-20.00
equip mtnc	EQUIPMENT MAINTENANCE				-33.24
equip mtnc	EQUIPMENT MAINTENANCE				-28.99
equip mtnc	EQUIPMENT MAINTENANCE				-55.33
equip mtnc	EQUIPMENT MAINTENANCE				-33.24
Fund 725 - CENTRAL GARAGE Total:					<u>572.88</u>
Vendor 04575 - AUTOZONE STORES, INC Total:					<u>572.88</u>

Vendor: 00295 - B & H INVESTMENTS, INC

Fund: 111 - GENERAL					
Dep. sup. - library	DEPARTMENT SUPPLIES				59.50
DEPT SUPP	DEPARTMENT SUPPLIES				50.00
BLDG MAINT	BUILDING MAINTENANCE				6.00
BLDG MAINT	BUILDING MAINTENANCE				6.00
Fund 111 - GENERAL Total:					<u>121.50</u>

Fund: 212 - TRANSPORTATION					
SUPP - WATER	DEPARTMENT SUPPLIES				37.50
SUPP - WATER	DEPARTMENT SUPPLIES				23.50
Fund 212 - TRANSPORTATION Total:					<u>61.00</u>

Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				16.75
dept supplies	DEPARTMENT SUPPLIES				16.75
dept supplies	DEPARTMENT SUPPLIES				41.50
Fund 621 - ENVIRONMENTAL SERVICES Total:					<u>75.00</u>
Vendor 00295 - B & H INVESTMENTS, INC Total:					<u>257.50</u>

Vendor: 00271 - B&C STEEL CORPORATION

Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				5.72
Fund 111 - GENERAL Total:					<u>5.72</u>
Vendor 00271 - B&C STEEL CORPORATION Total:					<u>5.72</u>

Vendor: 09792 - BATT COREY E

Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				462.00
Fund 111 - GENERAL Total:					<u>462.00</u>
Vendor 09792 - BATT COREY E Total:					<u>462.00</u>

Vendor: 09793 - BIBEROS JOSEPH

Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				54.00
Fund 111 - GENERAL Total:					<u>90.00</u>
Vendor 09793 - BIBEROS JOSEPH Total:					<u>90.00</u>

Vendor: 09785 - BIBLIOTHECA LLC

Fund: 111 - GENERAL					
Equip. main.	EQUIPMENT MAINTENANCE				1,075.00
Fund 111 - GENERAL Total:					<u>1,075.00</u>
Vendor 09785 - BIBLIOTHECA LLC Total:					<u>1,075.00</u>

Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.

Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				454.65
DEPT SUPPLIES	DEPARTMENT SUPPLIES				113.19

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPPLIES	DEPARTMENT SUPPLIES				113.19
				Fund 111 - GENERAL Total:	681.03
Fund: 212 - TRANSPORTATION					
SUPP - HAND CLEANER	DEPARTMENT SUPPLIES				80.46
				Fund 212 - TRANSPORTATION Total:	80.46
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				24.49
				Fund 621 - ENVIRONMENTAL SERVICES Total:	24.49
				Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:	785.98
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				3.60
Cont. srvc.	CONTRACTUAL SERVICES				435.30
MAINT-COPIER	EQUIPMENT MAINTENANCE				107.75
				Fund 111 - GENERAL Total:	546.65
				Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:	546.65
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.					
Fund: 212 - TRANSPORTATION					
SUPP - HB SIDING	DEPARTMENT SUPPLIES				43.59
				Fund 212 - TRANSPORTATION Total:	43.59
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				48.16
				Fund 641 - WATER Total:	48.16
				Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:	91.75
Vendor: 00787 - CASH WA DISTRIBUTING					
Fund: 111 - GENERAL					
CONCESSIONS	CONCESSION SUPPLIES				1,487.69
CONCESSIONS	CONCESSION SUPPLIES				631.79
CONCESSIONS	CONCESSION SUPPLIES				273.90
CONCESSIONS	CONCESSION SUPPLIES				562.07
				Fund 111 - GENERAL Total:	2,955.45
				Vendor 00787 - CASH WA DISTRIBUTING Total:	2,955.45
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
fire data modem	CELLULAR PHONE				25.02
				Fund 111 - GENERAL Total:	25.02
Fund: 631 - WASTEWATER					
CELL PHONES	CELLULAR PHONE				47.83
				Fund 631 - WASTEWATER Total:	47.83
Fund: 641 - WATER					
CELL PHONES	CELLULAR PHONE				83.95
				Fund 641 - WATER Total:	83.95
				Vendor 07911 - CELLCO PARTNERSHIP Total:	156.80
Vendor: 09790 - CHANDLER BRIAN					
Fund: 223 - KENO					
TREE REBATE	CONTRACTUAL SERVICES				150.00
				Fund 223 - KENO Total:	150.00
				Vendor 09790 - CHANDLER BRIAN Total:	150.00
Vendor: 09736 - CHILD SUPPORT					
Fund: 713 - CASH & INVESTMENT POOL					
CHILD SUPPORT	CHILD SUPPORT EE PAY				37.00
				Fund 713 - CASH & INVESTMENT POOL Total:	37.00
				Vendor 09736 - CHILD SUPPORT Total:	37.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				219.99
DEPT SUPP	DEPARTMENT SUPPLIES				58.45
Fund 111 - GENERAL Total:					278.44
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				11.43
Fund 631 - WASTEWATER Total:					11.43
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				103.32
DEPT SUP	DEPARTMENT SUPPLIES				5.71
Fund 641 - WATER Total:					109.03
Vendor 02396 - CITIBANK N.A. Total:					398.90
Vendor: 00484 - CITY OF GERING					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				49,250.60
Fund 621 - ENVIRONMENTAL SERVICES Total:					49,250.60
Vendor 00484 - CITY OF GERING Total:					49,250.60
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 111 - GENERAL					
Dep. Sup.	DEPARTMENT SUPPLIES				50.40
SUPPLIES - ORDINANCE RECOR...	DEPARTMENT SUPPLIES				172.20
labels for fire marshal	DEPARTMENT SUPPLIES				201.25
Fund 111 - GENERAL Total:					423.85
Vendor 01976 - CLARK PRINTING LLC Total:					423.85
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY					
Fund: 713 - CASH & INVESTMENT POOL					
INSURANCE	LIFE INS EE PAYABLE				22.75
INSURANCE	DIS INC INS EE PAYABLE				25.95
Fund 713 - CASH & INVESTMENT POOL Total:					48.70
Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:					48.70
Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY					
Fund: 111 - GENERAL					
SCHOOLS/CONF	SCHOOL & CONFERENCE				51.94
SCHOOLS/CONF	SCHOOL & CONFERENCE				43.45
Fund 111 - GENERAL Total:					95.39
Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:					95.39
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				45.28
GROUND MAINT	GROUNDS MAINTENANCE				14.31
Fund 111 - GENERAL Total:					59.59
Fund: 212 - TRANSPORTATION					
SUPP - BROOM HEADS, RAKE, ...	DEPARTMENT SUPPLIES				132.84
SUPP - SEALANT, LEVEL	DEPARTMENT SUPPLIES				34.11
Fund 212 - TRANSPORTATION Total:					166.95
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:					226.54
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS					
Fund: 111 - GENERAL					
FEE	CONSULTING SERVICES				150.00
Fund 111 - GENERAL Total:					150.00
Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:					150.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				119.63
Fund 713 - CASH & INVESTMENT POOL Total:					119.63
Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:					119.63
Vendor: 09767 - CROELL INC					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				950.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				325.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				892.50
Fund 212 - TRANSPORTATION Total:					2,167.50
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				171.74
Fund 641 - WATER Total:					171.74
Vendor 09767 - CROELL INC Total:					2,339.24
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
Dep. Sup.	DEPARTMENT SUPPLIES				33.06
Fund 111 - GENERAL Total:					33.06
Vendor 07689 - CYNTHIA GREEN Total:					33.06
Vendor: 00234 - D & H ELECTRONICS INC.					
Fund: 111 - GENERAL					
Equipment repairs	EQUIPMENT MAINTENANCE				6.95
Fund 111 - GENERAL Total:					6.95
Vendor 00234 - D & H ELECTRONICS INC. Total:					6.95
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				29.45
EQUIP MAINT	EQUIPMENT MAINTENANCE				31.54
EQUIP MAINT	EQUIPMENT MAINTENANCE				37.60
Fund 111 - GENERAL Total:					98.59
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				182.00
Fund 631 - WASTEWATER Total:					182.00
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:					280.59
Vendor: 09557 - DILLMAN NANCY					
Fund: 111 - GENERAL					
Dep. Sup.	DEPARTMENT SUPPLIES				85.44
Fund 111 - GENERAL Total:					85.44
Vendor 09557 - DILLMAN NANCY Total:					85.44
Vendor: 09692 - DOOLEY OIL INC					
Fund: 725 - CENTRAL GARAGE					
oil & antifreeze	OIL & ANTIFREEZE				42.03
Fund 725 - CENTRAL GARAGE Total:					42.03
Vendor 09692 - DOOLEY OIL INC Total:					42.03
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

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00066 - EBSCO INDUSTRIES, INC					
Fund: 111 - GENERAL					
Subscrip.	SUBSCRIPTIONS				1,080.00
Fund 111 - GENERAL Total:					1,080.00
Vendor 00066 - EBSCO INDUSTRIES, INC Total:					1,080.00
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				6,048.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					6,048.00
Fund: 725 - CENTRAL GARAGE					
equip mtn	EQUIPMENT MAINTENANCE				473.63
equip mtn	EQUIPMENT MAINTENANCE				426.12
Fund 725 - CENTRAL GARAGE Total:					899.75
Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:					6,947.75
Vendor: 02460 - FASTENAL COMPANY					
Fund: 725 - CENTRAL GARAGE					
equip mtn	EQUIPMENT MAINTENANCE				9.00
Fund 725 - CENTRAL GARAGE Total:					9.00
Vendor 02460 - FASTENAL COMPANY Total:					9.00
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 725 - CENTRAL GARAGE					
equip mtn	EQUIPMENT MAINTENANCE				448.00
equip mtn	EQUIPMENT MAINTENANCE				416.00
equip mtn	EQUIPMENT MAINTENANCE				552.00
Fund 725 - CENTRAL GARAGE Total:					1,416.00
Vendor 07574 - FAT BOYS TIRE AND AUTO Total:					1,416.00
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
equipment	EQUIPMENT				173,000.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					173,000.00
Fund: 725 - CENTRAL GARAGE					
equip mtn	EQUIPMENT MAINTENANCE				59.85
equip mtn	EQUIPMENT MAINTENANCE				99.13
Fund 725 - CENTRAL GARAGE Total:					158.98
Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:					173,158.98
Vendor: 09646 - FRANCISCO MAREZ					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				72.00
CONTRACTUAL	CONTRACTUAL SERVICES				72.00
CONTRACTUAL	CONTRACTUAL SERVICES				54.00
CONTRACTUAL	CONTRACTUAL SERVICES				72.00
Fund 111 - GENERAL Total:					270.00
Vendor 09646 - FRANCISCO MAREZ Total:					270.00
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC					
Fund: 725 - CENTRAL GARAGE					
equip mtn	EQUIPMENT MAINTENANCE				68.82
equip mtn	EQUIPMENT MAINTENANCE				229.93
equip mtn	EQUIPMENT MAINTENANCE				82.46
Fund 725 - CENTRAL GARAGE Total:					381.21
Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:					381.21

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00751 - GALE/CENGAGE LEARNING					
Fund: 111 - GENERAL					
Subscrip.	SUBSCRIPTIONS				1,678.56
				Fund 111 - GENERAL Total:	1,678.56
				Vendor 00751 - GALE/CENGAGE LEARNING Total:	1,678.56
Vendor: 00016 - GARTON, LYNN					
Fund: 631 - WASTEWATER					
SCHOOL & CONF	SCHOOL & CONFERENCE				104.00
				Fund 631 - WASTEWATER Total:	104.00
				Vendor 00016 - GARTON, LYNN Total:	104.00
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				106.85
Dep. Sup.	DEPARTMENT SUPPLIES				17.82
DEPT SUPP	DEPARTMENT SUPPLIES				38.63
Dep. sup.	DEPARTMENT SUPPLIES				79.05
Dep. Sup.	DEPARTMENT SUPPLIES				5.88
DEPT SUPP	DEPARTMENT SUPPLIES				132.52
CONCESSIONS	CONCESSION SUPPLIES				29.03
DEPT SUPP	DEPARTMENT SUPPLIES				21.23
EQUIP MAINT	EQUIPMENT MAINTENANCE				38.64
EQUIP MAINT	EQUIPMENT MAINTENANCE				537.00
DEPT SUPP	DEPARTMENT SUPPLIES				88.60
DEPT SUPP	DEPARTMENT SUPPLIES				19.88
				Fund 111 - GENERAL Total:	1,115.13
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				33.80
				Fund 213 - CEMETERY Total:	33.80
				Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:	1,148.93
Vendor: 09058 - GILBERT CARRIZALES					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
CONTRACTUAL	CONTRACTUAL SERVICES				72.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
				Fund 111 - GENERAL Total:	162.00
				Vendor 09058 - GILBERT CARRIZALES Total:	162.00
Vendor: 09766 - GLOBAL EQUIPMENT COMPANY INC					
Fund: 223 - KENO					
KENO	DEPARTMENT SUPPLIES				4,358.54
				Fund 223 - KENO Total:	4,358.54
				Vendor 09766 - GLOBAL EQUIPMENT COMPANY INC Total:	4,358.54
Vendor: 09610 - GRAY TELEVISION GROUP INC					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				695.00
				Fund 661 - STORMWATER Total:	695.00
				Vendor 09610 - GRAY TELEVISION GROUP INC Total:	695.00
Vendor: 09776 - GREAT LAKES HIGHER EDUCATION GUARANTY CORP					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHEMENT	WAGE ATTACHMENT EE PAY				185.82
				Fund 713 - CASH & INVESTMENT POOL Total:	185.82
				Vendor 09776 - GREAT LAKES HIGHER EDUCATION GUARANTY CORP Total:	185.82
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				1,640.50

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CHEMICALS	CHEMICALS				2,628.40
				Fund 641 - WATER Total:	4,268.90
				Vendor 04371 - HAWKINS, INC. Total:	4,268.90
Vendor: 03619 - HELENA CHEMICAL COMPANY					
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				4,596.86
				Fund 641 - WATER Total:	4,596.86
				Vendor 03619 - HELENA CHEMICAL COMPANY Total:	4,596.86
Vendor: 00096 - HOLIDAY INN - KEARNEY					
Fund: 111 - GENERAL					
SCHOOLS/CONF	SCHOOL & CONFERENCE				189.90
				Fund 111 - GENERAL Total:	189.90
				Vendor 00096 - HOLIDAY INN - KEARNEY Total:	189.90
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
UNIFORMS/CLOTHING	UNIFORMS & CLOTHING				106.25
UNIFORMS/CLOTHING	UNIFORMS & CLOTHING				102.00
UNIFORMS/CLOTHING	UNIFORMS & CLOTHING				102.00
UNIFORMS/CLOTHING	UNIFORMS & CLOTHING				102.00
Jan. Sup.	JANITORIAL SUPPLIES				92.27
DEPT SUPP	DEPARTMENT SUPPLIES				351.87
JANIT SUPP	JANITORIAL SUPPLIES				97.38
JANIT SUPP	JANITORIAL SUPPLIES				126.46
JANIT SUPP	JANITORIAL SUPPLIES				140.15
DEPT SUPP	DEPARTMENT SUPPLIES				58.84
JANIT SUPP	JANITORIAL SUPPLIES				75.70
				Fund 111 - GENERAL Total:	1,354.92
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				28.96
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				28.96
				Fund 212 - TRANSPORTATION Total:	57.92
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				61.76
dept supplies	DEPARTMENT SUPPLIES				69.80
				Fund 621 - ENVIRONMENTAL SERVICES Total:	131.56
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				36.08
				Fund 641 - WATER Total:	36.08
Fund: 725 - CENTRAL GARAGE					
uniforms & clothing	DEPARTMENT SUPPLIES				26.95
uniforms & clothing	UNIFORMS & CLOTHING				7.96
uniforms & clothing	DEPARTMENT SUPPLIES				26.95
uniforms & clothing	UNIFORMS & CLOTHING				7.96
				Fund 725 - CENTRAL GARAGE Total:	69.82
				Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	1,650.30
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
GROUND MAINT	GROUPS MAINTENANCE				9.60
GROUPS MAINT	GROUPS MAINTENANCE				141.17
GROUND MAINT	GROUPS MAINTENANCE				6.48
GROUND MAINT	GROUPS MAINTENANCE				49.73
GROUND MAINT	GROUPS MAINTENANCE				25.70
GROUND MAINT	GROUPS MAINTENANCE				41.00
GROUND MAINT	GROUPS MAINTENANCE				37.98
				Fund 111 - GENERAL Total:	311.66
				Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:	311.66

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks. & AV	AUDIOVISUAL SUPPLIES				19.25
Bks. & AV	BOOKS				148.22
Bks.	BOOKS				43.00
Bks. & AV	AUDIOVISUAL SUPPLIES				41.96
Bks. & AV	BOOKS				52.01
Bks.	BOOKS				742.51
Bks & AV	AUDIOVISUAL SUPPLIES				6.49
Bks & AV	BOOKS				153.22
Bks.	BOOKS				70.86
Fund 111 - GENERAL Total:					1,277.52
Fund: 211 - REGIONAL LIBRARY					
Bks.	BOOKS				5.53
Fund 211 - REGIONAL LIBRARY Total:					5.53
Fund: 223 - KENO					
Bks. & AV	DEPARTMENT SUPPLIES				61.41
Bks.	DEPARTMENT SUPPLIES				6.14
Fund 223 - KENO Total:					67.55
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:					1,350.60
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,944.29
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,944.29
WITHHOLDINGS	FICA W/H EE PAYABLE				14,698.80
WITHHOLDINGS	FICA W/H EE PAYABLE				14,698.80
WITHHOLDINGS	FED W/H EE PAYABLE				27,890.36
Fund 713 - CASH & INVESTMENT POOL Total:					65,176.54
Vendor 08154 - INTERNAL REVENUE SERVICE Total:					65,176.54
Vendor: 00587 - INTERNATIONAL PUBLIC MANAGEMENT ASSOCIATION-HR					
Fund: 111 - GENERAL					
EXAM MATERIALS - POLICE OFF... RECRUITMENT					284.00
Fund 111 - GENERAL Total:					284.00
Vendor 00587 - INTERNATIONAL PUBLIC MANAGEMENT ASSOCIATION-HR Total:					284.00
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
CONTRACT SERVICES - MAY 2017 CONTRACTUAL SERVICES					1,200.00
CONTRACT SERVICES - LIBRARY CONTRACTUAL SERVICES					787.50
Fund 111 - GENERAL Total:					1,987.50
Vendor 08525 - INTRALINKS, INC Total:					1,987.50
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
CONTRATUAL	CONTRACTUAL SERVICES				54.95
Fund 111 - GENERAL Total:					54.95
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:					54.95
Vendor: 09775 - JACOB MCLAIN					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
Fund 111 - GENERAL Total:					54.00
Vendor 09775 - JACOB MCLAIN Total:					54.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 06981 - JACOBS AUTO GLASS					
Fund: 111 - GENERAL					
new windshield for 2000 ford e...	VEHICLE MAINTENANCE				175.00
				Fund 111 - GENERAL Total:	175.00
				Vendor 06981 - JACOBS AUTO GLASS Total:	175.00
Vendor: 08642 - JEROLD E. HIGEL					
Fund: 212 - TRANSPORTATION					
TRAFFIC SIGNAL & CONTROLLER...	ELECTRICAL MAINTENANCE				3,077.00
				Fund 212 - TRANSPORTATION Total:	3,077.00
				Vendor 08642 - JEROLD E. HIGEL Total:	3,077.00
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				29.94
				Fund 111 - GENERAL Total:	29.94
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				37.96
				Fund 641 - WATER Total:	37.96
				Vendor 08067 - JOHN DEERE FINANCIAL Total:	67.90
Vendor: 09779 - KAMAN CHERYL					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				1,000.00
				Fund 111 - GENERAL Total:	1,000.00
				Vendor 09779 - KAMAN CHERYL Total:	1,000.00
Vendor: 01170 - KEMBEL SAND & GRAVEL COMPANY					
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				34.23
				Fund 213 - CEMETERY Total:	34.23
				Vendor 01170 - KEMBEL SAND & GRAVEL COMPANY Total:	34.23
Vendor: 09371 - KIRK BERNHARDT					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				72.00
				Fund 111 - GENERAL Total:	72.00
				Vendor 09371 - KIRK BERNHARDT Total:	72.00
Vendor: 09747 - KNOW HOW LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				25.05
equip mtnc	EQUIPMENT MAINTENANCE				23.18
				Fund 621 - ENVIRONMENTAL SERVICES Total:	48.23
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				200.21
EQUIP MAINT	EQUIPMENT MAINTENANCE				56.64
				Fund 631 - WASTEWATER Total:	256.85
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				10.80
dept supplies	DEPARTMENT SUPPLIES				4.77
equip mtnc	EQUIPMENT MAINTENANCE				93.50
equip mtnc	EQUIPMENT MAINTENANCE				11.03
equip mtnc	EQUIPMENT MAINTENANCE				8.99
equip mtnc	EQUIPMENT MAINTENANCE				39.26
equip mtnc	EQUIPMENT MAINTENANCE				9.62
equip mtnc	EQUIPMENT MAINTENANCE				156.20
equip mtnc	EQUIPMENT MAINTENANCE				3.38
equip mtnc	EQUIPMENT MAINTENANCE				8.99
equip mtnc	EQUIPMENT MAINTENANCE				3.24
equip mtnc	EQUIPMENT MAINTENANCE				9.92

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
equip mtnc	EQUIPMENT MAINTENANCE				3.38
equip mtnc	EQUIPMENT MAINTENANCE				18.64
equip mtnc	EQUIPMENT MAINTENANCE				10.04
equip mtnc	EQUIPMENT MAINTENANCE				302.02
equip mtnc	EQUIPMENT MAINTENANCE				-8.99
Fund 725 - CENTRAL GARAGE Total:					684.79
Vendor 09747 - KNOW HOW LLC Total:					989.87
Vendor: 00639 - KRIZ-DAVIS COMPANY					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				60.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				114.00
Fund 111 - GENERAL Total:					174.00
Fund: 212 - TRANSPORTATION					
SUPP - ALTO	DEPARTMENT SUPPLIES				69.86
Fund 212 - TRANSPORTATION Total:					69.86
Vendor 00639 - KRIZ-DAVIS COMPANY Total:					243.86
Vendor: 00741 - KUSTOM SIGNALS, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				258.73
Fund 111 - GENERAL Total:					258.73
Vendor 00741 - KUSTOM SIGNALS, INC Total:					258.73
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				100.00
Fund 111 - GENERAL Total:					100.00
Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:					100.00
Vendor: 09791 - LINDAL & CAROL LULF					
Fund: 223 - KENO					
TREE REBATE	CONTRACTUAL SERVICES				95.00
Fund 223 - KENO Total:					95.00
Vendor 09791 - LINDAL & CAROL LULF Total:					95.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 111 - GENERAL					
DEV CNTRCL SRVCS	CONTRACTUAL SERVICES				1,625.00
Fund 111 - GENERAL Total:					1,625.00
Fund: 661 - STORMWATER					
FACILITY REPAIR	FACILITY REPAIRS				750.00
Fund 661 - STORMWATER Total:					750.00
Fund: 721 - GIS SERVICES					
DEV CNTRCL SRVCS	CONTRACTUAL SERVICES				1,345.50
Fund 721 - GIS SERVICES Total:					1,345.50
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:					3,720.50
Vendor: 09644 - MARIO SOLORZANO III					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
Fund 111 - GENERAL Total:					90.00
Vendor 09644 - MARIO SOLORZANO III Total:					90.00
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 641 - WATER					
RENT MACHINES	RENT-MACHINES				46.67
Fund 641 - WATER Total:					46.67
Vendor 08317 - MATHESON TRI-GAS INC Total:					46.67

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				29.94
DEPT SUPP	DEPARTMENT SUPPLIES				35.86
GROUNDS MAINT	GROUNDS MAINTENANCE				51.63
DEPT SUPP	DEPARTMENT SUPPLIES				21.74
EQUIP MAINT	EQUIPMENT MAINTENANCE				19.92
Fund 111 - GENERAL Total:					159.09
Fund: 212 - TRANSPORTATION					
SUPP - WD-40	DEPARTMENT SUPPLIES				19.98
SUPP - STOP RUST AEROSOL	DEPARTMENT SUPPLIES				22.08
Fund 212 - TRANSPORTATION Total:					42.06
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				72.25
DEPT SUPP	DEPARTMENT SUPPLIES				16.95
Fund 213 - CEMETERY Total:					89.20
Fund: 215 - SPECIAL PROJECTS					
TABLE TOP FOR MOBILE CMD V...	DEPARTMENT SUPPLIES				54.98
Fund 215 - SPECIAL PROJECTS Total:					54.98
Fund: 631 - WASTEWATER					
ELECTRICAL MAINT	ELECTRICAL MAINTENANCE				108.66
Fund 631 - WASTEWATER Total:					108.66
Vendor 07628 - MENARDS, INC Total:					453.99
Vendor: 00705 - MIDLANDS NEWSPAPERS, INC					
Fund: 111 - GENERAL					
LEGAL NOTICE	LEGAL PUBLICATIONS				15.27
Legal Publishing	LEGAL PUBLICATIONS				15.27
Legal Publishing	LEGAL PUBLICATIONS				18.71
Legal Publishing	LEGAL PUBLICATIONS				444.74
Legal Publishing	LEGAL PUBLICATIONS				16.42
Legal Publishing	LEGAL PUBLICATIONS				271.02
Legal Publishing	LEGAL PUBLICATIONS				16.42
Fund 111 - GENERAL Total:					797.85
Fund: 224 - ECONOMIC DEVELOPMENT					
Legal Publishing	PUBLICATIONS				31.30
Fund 224 - ECONOMIC DEVELOPMENT Total:					31.30
Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:					829.15
Vendor: 06145 - MIDWEST MOTOR SUPPLY CO INC					
Fund: 725 - CENTRAL GARAGE					
dept supplies	DEPARTMENT SUPPLIES				169.00
Fund 725 - CENTRAL GARAGE Total:					169.00
Vendor 06145 - MIDWEST MOTOR SUPPLY CO INC Total:					169.00
Vendor: 09784 - MIKESELL L JO					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				400.00
Fund 111 - GENERAL Total:					400.00
Vendor 09784 - MIKESELL L JO Total:					400.00
Vendor: 09788 - MILLER TERRY OR BARBARA					
Fund: 223 - KENO					
TREE REBATE	CONTRACTUAL SERVICES				150.00
Fund 223 - KENO Total:					150.00
Vendor 09788 - MILLER TERRY OR BARBARA Total:					150.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 08967 - MONUMENT PREVENTION COALITION					
Fund: 111 - GENERAL					
CONTRACT	CONTRACTUAL SERVICES				1,879.88
				Fund 111 - GENERAL Total:	1,879.88
				Vendor 08967 - MONUMENT PREVENTION COALITION Total:	1,879.88
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,536.18
				Fund 713 - CASH & INVESTMENT POOL Total:	1,536.18
				Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:	1,536.18
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	STATE W/H EE PAYABLE				17,577.12
				Fund 713 - CASH & INVESTMENT POOL Total:	17,577.12
				Vendor 00797 - NE DEPT OF REVENUE Total:	17,577.12
Vendor: 00402 - NEBRASKA MACHINERY CO					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				11.68
				Fund 641 - WATER Total:	11.68
				Vendor 00402 - NEBRASKA MACHINERY CO Total:	11.68
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 111 - GENERAL					
Electric	ELECTRICITY				404.21
Electric	ELECTRICITY				28.16
Electric	ELECTRICITY				605.05
Electric	ELECTRICITY				605.06
Electric	ELECTRICITY				71.29
Electric	ELECTRICITY				180.01
Electric	ELECTRICITY				2,039.20
Electric	ELECTRICITY				3,001.12
Electric	ELECTRICITY				207.03
Electric	ELECTRICITY				53.44
Electric	STREET LIGHTS				100.40
				Fund 111 - GENERAL Total:	7,294.97
Fund: 212 - TRANSPORTATION					
Electric	ELECTRICITY				551.93
Electric	ELECTRIC POWER				1,331.31
Electric	STREET LIGHTS				26,220.55
				Fund 212 - TRANSPORTATION Total:	28,103.79
Fund: 213 - CEMETERY					
Electric	ELECTRICITY				208.36
				Fund 213 - CEMETERY Total:	208.36
Fund: 216 - BUSINESS IMPROVEMENT					
Electric	STREET LIGHTS				85.42
				Fund 216 - BUSINESS IMPROVEMENT Total:	85.42
Fund: 621 - ENVIRONMENTAL SERVICES					
Electric	ELECTRICITY				505.48
				Fund 621 - ENVIRONMENTAL SERVICES Total:	505.48
Fund: 631 - WASTEWATER					
Electric	ELECTRICITY				543.67
Electric	ELECTRIC POWER				85.53
				Fund 631 - WASTEWATER Total:	629.20
Fund: 641 - WATER					
Electric	ELECTRICITY				30.09

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Electric	ELECTRIC POWER				359.51
				Fund 641 - WATER Total:	389.60
Fund: 725 - CENTRAL GARAGE					
Electric	ELECTRICITY				125.05
				Fund 725 - CENTRAL GARAGE Total:	125.05
				Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	37,341.87
Vendor: 09509 - NEMNICH AUTOMOTIVE					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				79.13
equip mtnc	EQUIPMENT MAINTENANCE				79.13
				Fund 725 - CENTRAL GARAGE Total:	158.26
				Vendor 09509 - NEMNICH AUTOMOTIVE Total:	158.26
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: 09409 - NETWORKFLEET, INC					
Fund: 212 - TRANSPORTATION					
SUPP - GPS SERVICE	DEPARTMENT SUPPLIES				18.95
				Fund 212 - TRANSPORTATION Total:	18.95
				Vendor 09409 - NETWORKFLEET, INC Total:	18.95
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				69.20
GROUND MAINT	GROUNDS MAINTENANCE				21.64
				Fund 111 - GENERAL Total:	90.84
				Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:	90.84
Vendor: 00117 - NWEA					
Fund: 631 - WASTEWATER					
SCHOOL & CONF	SCHOOL & CONFERENCE				60.00
				Fund 631 - WASTEWATER Total:	60.00
				Vendor 00117 - NWEA Total:	60.00
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				339.44
				Fund 111 - GENERAL Total:	339.44
				Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:	339.44
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				2,285.00
				Fund 111 - GENERAL Total:	2,285.00
				Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:	2,285.00
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
monthly fuel for fire	GASOLINE				80.27
FUEL	GASOLINE				15.81
FUEL	GASOLINE				3.38
GASOLINE	GASOLINE				70.00
FUEL	GASOLINE				1,378.37
FUEL	OTHER FUEL				1,615.22
FUEL	GASOLINE				29.04
GASOLINE	GASOLINE				3,791.36
FUEL	GASOLINE				-2.28
FUEL CREDIT	GASOLINE				-58.13

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
FUEL CREDIT	GASOLINE				-3.11
				Fund 111 - GENERAL Total:	6,919.93
Fund: 212 - TRANSPORTATION					
UNLEADED GASOLINE	GASOLINE				1,097.91
UNLEADED GASOLINE	OTHER FUEL				980.04
				Fund 212 - TRANSPORTATION Total:	2,077.95
Fund: 213 - CEMETERY					
FUEL	GASOLINE				55.91
FUEL	OTHER FUEL				656.70
				Fund 213 - CEMETERY Total:	712.61
Fund: 621 - ENVIRONMENTAL SERVICES					
other fuel	GASOLINE				354.94
other fuel	OTHER FUEL				6,783.33
				Fund 621 - ENVIRONMENTAL SERVICES Total:	7,138.27
Fund: 631 - WASTEWATER					
FUEL	GASOLINE				198.83
FUEL	OTHER FUEL				499.46
FUEL	GASOLINE				349.76
FUEL	OTHER FUEL				371.81
				Fund 631 - WASTEWATER Total:	1,419.86
Fund: 641 - WATER					
FUEL	GASOLINE				1,056.95
FUEL	OTHER FUEL				257.78
				Fund 641 - WATER Total:	1,314.73
				Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:	19,583.35
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				90.50
				Fund 631 - WASTEWATER Total:	90.50
Fund: 641 - WATER					
SAMPLES	SAMPLES				54.00
				Fund 641 - WATER Total:	54.00
				Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:	144.50
Vendor: 07833 - PATRICK & KRISTIN MAAG					
Fund: 111 - GENERAL					
SPECIAL EVENTS	SPECIAL EVENTS				800.00
				Fund 111 - GENERAL Total:	800.00
				Vendor 07833 - PATRICK & KRISTIN MAAG Total:	800.00
Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC					
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				90.00
				Fund 213 - CEMETERY Total:	90.00
				Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total:	90.00
Vendor: 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC					
Fund: 111 - GENERAL					
CONCESSION	CONCESSION SUPPLIES				962.40
CONCESSIONS	CONCESSION SUPPLIES				237.40
CONCESSIONS	CONCESSION SUPPLIES				95.40
CONCESSIONS	CONCESSION SUPPLIES				96.40
				Fund 111 - GENERAL Total:	1,391.60
				Vendor 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC Total:	1,391.60
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HEALTH SAVINGS ACCT	HSA EE PAYABLE				13,332.24

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
HEALTH SAVINGS ACCT	HSA ER PAYABLE				1,312.50
Fund 713 - CASH & INVESTMENT POOL Total:					14,644.74
Vendor 01276 - PLATTE VALLEY BANK Total:					14,644.74
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				104.19
Postage	POSTAGE				114.15
Fund 621 - ENVIRONMENTAL SERVICES Total:					218.34
Fund: 631 - WASTEWATER					
Postage	POSTAGE				104.19
Postage	POSTAGE				114.16
Fund 631 - WASTEWATER Total:					218.35
Fund: 641 - WATER					
Postage	POSTAGE				104.19
Postage	POSTAGE				114.16
Fund 641 - WATER Total:					218.35
Vendor 00272 - POSTMASTER Total:					655.04
Vendor: 00796 - POWERPLAN					
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtn	EQUIPMENT MAINTENANCE				1,684.28
equip mtn	EQUIPMENT MAINTENANCE				595.46
Fund 621 - ENVIRONMENTAL SERVICES Total:					2,279.74
Vendor 00796 - POWERPLAN Total:					2,279.74
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				38.97
DEPT SUPPLIES	DEPARTMENT SUPPLIES				158.93
DEPT SUPPLIES	DEPARTMENT SUPPLIES				59.55
DEPT SUPPLIES	DEPARTMENT SUPPLIES				78.21
DEPT SUPPLIES	DEPARTMENT SUPPLIES				251.97
DEPT SUPPLIES	DEPARTMENT SUPPLIES				251.97
DEPT SUPPLIES	DEPARTMENT SUPPLIES				158.91
DEPT SUPPLIES	DEPARTMENT SUPPLIES				69.89
Fund 111 - GENERAL Total:					1,068.40
Vendor 00266 - QUILL CORPORATION Total:					1,068.40
Vendor: 06780 - RAILROAD MANAGEMENT CO III, LLC					
Fund: 212 - TRANSPORTATION					
LICENSE FEES	DEPARTMENT SUPPLIES				194.55
Fund 212 - TRANSPORTATION Total:					194.55
Vendor 06780 - RAILROAD MANAGEMENT CO III, LLC Total:					194.55
Vendor: 09786 - RAMIREZ G EUGENE					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRATUAL	CONTRACTUAL SERVICES				72.00
Fund 111 - GENERAL Total:					108.00
Vendor 09786 - RAMIREZ G EUGENE Total:					108.00
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				80.00
CLAIMS	CLAIMS EXPENSE				31,385.05
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				180.00
CLAIMS	CLAIMS EXPENSE				28,815.57
Fund 812 - HEALTH INSURANCE Total:					60,460.62
Vendor 04089 - REGIONAL CARE INC Total:					60,460.62

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09519 - RICHARD P CASTILLO					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
Fund 111 - GENERAL Total:					108.00
Vendor 09519 - RICHARD P CASTILLO Total:					108.00
Vendor: 09068 - ROBERT GOMEZ					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
Fund 111 - GENERAL Total:					126.00
Vendor 09068 - ROBERT GOMEZ Total:					126.00
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
DEDUCTION	SMEC EE PAYABLE				188.50
Fund 713 - CASH & INVESTMENT POOL Total:					188.50
Vendor 00026 - S M E C Total:					188.50
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				144.16
DEPT SUPP	DEPARTMENT SUPPLIES				41.79
EQUIP MANT	EQUIPMENT MAINTENANCE				2.50
EQUIP MAINT	EQUIPMENT MAINTENANCE				25.92
Fund 111 - GENERAL Total:					214.37
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:					214.37
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				225.00
Fund 713 - CASH & INVESTMENT POOL Total:					225.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:					225.00
Vendor: 09759 - SCOTTIES POTTIES INC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				1,190.00
Fund 111 - GENERAL Total:					1,190.00
Vendor 09759 - SCOTTIES POTTIES INC Total:					1,190.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
LEGAL FEES	LEGAL FEES				255.00
Fund 111 - GENERAL Total:					255.00
Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:					255.00
Vendor: 00111 - SCOTTSBLUFF BODY & PAINT					
Fund: 111 - GENERAL					
CONTRACT	CONTRACTUAL SERVICES				90.00
CONTRACT	CONTRACTUAL SERVICES				90.00
CONTRACT	CONTRACTUAL SERVICES				90.00
CONTRACT	CONTRACTUAL SERVICES				110.00
CONTRACT	CONTRACTUAL SERVICES				90.00
CONTRACT	CONTRACTUAL SERVICES				75.00
CONTRACT	CONTRACTUAL SERVICES				100.00
CONTRACT	CONTRACTUAL SERVICES				60.00
CONTRACT	CONTRACTUAL SERVICES				90.00
CONTRACT	CONTRACTUAL SERVICES				85.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONTRACT	CONTRACTUAL SERVICES				100.00
CONTRACT	CONTRACTUAL SERVICES				120.00
CONTRACT	CONTRACTUAL SERVICES				90.00
CONTRACT	CONTRACTUAL SERVICES				75.00
CONTRACT	CONTRACTUAL SERVICES				90.00
CONTRACT	CONTRACTUAL SERVICES				90.00
CONTRACT	CONTRACTUAL SERVICES				75.00
CONTRACT	CONTRACTUAL SERVICES				90.00
TOWING EM VEHICLE	VEHICLE MAINTENANCE				100.00
Fund 111 - GENERAL Total:					1,710.00
Vendor 00111 - SCOTTSBLUFF BODY & PAINT Total:					1,710.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				552.00
Fund 713 - CASH & INVESTMENT POOL Total:					552.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:					552.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				75.00
Fund 111 - GENERAL Total:					75.00
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:					75.00
Vendor: 00108 - SCOTTSBLUFF WINSUPPLY COMPANY					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				83.08
Fund 111 - GENERAL Total:					83.08
Vendor 00108 - SCOTTSBLUFF WINSUPPLY COMPANY Total:					83.08
Vendor: 00786 - SHERWIN WILLIAMS					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				90.06
Fund 111 - GENERAL Total:					90.06
Fund: 212 - TRANSPORTATION					
HANDICAP BLUE LATEX PAINT	STREET REPAIR SUPPLIES				135.50
Fund 212 - TRANSPORTATION Total:					135.50
Vendor 00786 - SHERWIN WILLIAMS Total:					225.56
Vendor: 05638 - SHRADDHA, LLC					
Fund: 111 - GENERAL					
Room for Feltes fire school gra...	BUSINESS TRAVEL				208.00
Fund 111 - GENERAL Total:					208.00
Vendor 05638 - SHRADDHA, LLC Total:					208.00
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.					
Fund: 111 - GENERAL					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				6,264.61
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				148.50
Fund 111 - GENERAL Total:					6,413.11
Fund: 224 - ECONOMIC DEVELOPMENT					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				270.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				330.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				1,350.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					1,950.00
Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:					8,363.11
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				978.50
ROAD & BASE GRAVEL FOR ALL...	STREET REPAIR SUPPLIES				608.70
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				540.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				1,030.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				227.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				429.25
Fund 212 - TRANSPORTATION Total:					3,813.70
Vendor 01031 - SIMON CONTRACTORS Total:					3,813.70
Vendor: 09781 - STUDIOINSITE LLC					
Fund: 111 - GENERAL					
PROFESSIONAL SERVICES	CONTRACTUAL SERVICES				4,944.00
Fund 111 - GENERAL Total:					4,944.00
Fund: 411 - CDBG					
PROFESSIONAL SERVICES - CDB...	GRANT EXPENSE				19,944.00
Fund 411 - CDBG Total:					19,944.00
Vendor 09781 - STUDIOINSITE LLC Total:					24,888.00
Vendor: 07687 - THE CHICAGO LUMBER COMPANY OF OMAHA INC					
Fund: 212 - TRANSPORTATION					
SUPP - HEM FIR	DEPARTMENT SUPPLIES				69.12
Fund 212 - TRANSPORTATION Total:					69.12
Vendor 07687 - THE CHICAGO LUMBER COMPANY OF OMAHA INC Total:					69.12
Vendor: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				451.62
equip mtnc	EQUIPMENT MAINTENANCE				958.57
equip mtnc	EQUIPMENT MAINTENANCE				1,305.36
Fund 725 - CENTRAL GARAGE Total:					2,715.55
Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:					2,715.55
Vendor: 09794 - TUREK MELISA					
Fund: 111 - GENERAL					
REFUND	MISCELLANEOUS				187.50
Fund 111 - GENERAL Total:					187.50
Vendor 09794 - TUREK MELISA Total:					187.50
Vendor: 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC					
Fund: 224 - ECONOMIC DEVELOPMENT					
ECENTER AGREEMENT APRIL 20...	CONTRACTUAL SERVICES				5,000.00
ECENTER AGREEMENT MAY 20...	CONTRACTUAL SERVICES				5,000.00
Fund 224 - ECONOMIC DEVELOPMENT Total:					10,000.00
Vendor 00834 - TWIN CITIES DEVELOPMENT ASSOC, INC Total:					10,000.00
Vendor: 09239 - UNIQUE MANAGEMENT SERVICES, INC					
Fund: 111 - GENERAL					
Cont. srvc.	CONTRACTUAL SERVICES				232.70
Fund 111 - GENERAL Total:					232.70
Vendor 09239 - UNIQUE MANAGEMENT SERVICES, INC Total:					232.70
Vendor: 08887 - UPSTART ENTERPRISES, LLC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				1.59
DEPT SUPP	DEPARTMENT SUPPLIES				6.36
DEPT SUPP	DEPARTMENT SUPPLIES				52.62
Fund 111 - GENERAL Total:					60.57
Vendor 08887 - UPSTART ENTERPRISES, LLC Total:					60.57
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				14.06
TIC battery - DH card	EQUIPMENT MAINTENANCE				45.00
4 Ifsta books - AM card	DEPARTMENT SUPPLIES				312.00
AED battery JH card	EQUIPMENT MAINTENANCE				113.00
CPS card fee - Parrish - JH card	MEMBERSHIPS				50.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
NLA Conf.	SCHOOL & CONFERENCE				810.00
LICENSE/PERMITS	LICENSE/PERMITS				243.00
LICENSE/PERMITS	LICENSE/PERMITS				27.00
LICENSE/PERMITS	LICENSE/PERMITS				133.00
LICENSE/PERMITS	LICENSE/PERMITS				315.00
LICENSE/PERMITS	LICENSE/PERMITS				27.00
UNIFORMS	UNIFORMS & CLOTHING				108.00
Fund 111 - GENERAL Total:					2,197.06
Vendor 08828 - US BANK Total:					2,197.06

Vendor: 00166 - Vantagepoint Transfer Agents-300793

Fund: 713 - CASH & INVESTMENT POOL

DEF COMP	DEFERRED COMP EE PAY				1,345.38
Fund 713 - CASH & INVESTMENT POOL Total:					1,345.38
Vendor 00166 - Vantagepoint Transfer Agents-300793 Total:					1,345.38

Vendor: 09614 - Vantagepoint Transfer Agents-705437

Fund: 713 - CASH & INVESTMENT POOL

ROTH IRA	DEFERRED COMP EE PAY				516.00
Fund 713 - CASH & INVESTMENT POOL Total:					516.00
Vendor 09614 - Vantagepoint Transfer Agents-705437 Total:					516.00

Vendor: 09448 - VERIZON WIRELESS-LERT B

Fund: 212 - TRANSPORTATION

CELL PHONE FOR ON CALL	TELEPHONE				16.49
Fund 212 - TRANSPORTATION Total:					16.49
Vendor 09448 - VERIZON WIRELESS-LERT B Total:					16.49

Vendor: 00110 - VOGEL WEST, INC

Fund: 725 - CENTRAL GARAGE

equip mtn	EQUIPMENT MAINTENANCE				91.67
Fund 725 - CENTRAL GARAGE Total:					91.67
Vendor 00110 - VOGEL WEST, INC Total:					91.67

Vendor: 03674 - WELLS FARGO BANK, N.A.

Fund: 713 - CASH & INVESTMENT POOL

RETIREMENT	REGULAR RETIRE EE PAY				6,856.10
RETIREMENT	REGULAR RETIRE EE PAY				7,339.76
RETIREMENT	RETIRE FIRE EE PAYABLE				2,747.56
RETIREMENT	RETIRE FIRE EE PAYABLE				4,701.14
RETIREMENT	RETIRE POLICE EE PAY				5,093.16
RETIREMENT	RETIRE POLICE EE PAY				5,410.41
Fund 713 - CASH & INVESTMENT POOL Total:					32,148.13
Vendor 03674 - WELLS FARGO BANK, N.A. Total:					32,148.13

Vendor: 06089 - WESTERN COOPERATIVE COMPANY

Fund: 621 - ENVIRONMENTAL SERVICES

dept supplies	DEPARTMENT SUPPLIES				196.62
Fund 621 - ENVIRONMENTAL SERVICES Total:					196.62
Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:					196.62

Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC

Fund: 111 - GENERAL

RANDOM DOT TESTING MAY 2...	CONTRACTUAL SERVICES				76.00
Fund 111 - GENERAL Total:					76.00
Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:					76.00

Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC

Fund: 212 - TRANSPORTATION

FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES				84.97
Fund 212 - TRANSPORTATION Total:					84.97
Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:					84.97

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 03379 - ZM LUMBER INC					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				7.92
Fund 111 - GENERAL Total:					7.92
Vendor 03379 - ZM LUMBER INC Total:					7.92
Grand Total:					610,756.48

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	64,008.45	0.00
211 - REGIONAL LIBRARY	5.53	0.00
212 - TRANSPORTATION	40,281.36	0.00
213 - CEMETERY	1,168.20	0.00
215 - SPECIAL PROJECTS	54.98	0.00
216 - BUSINESS IMPROVEMENT	844.31	0.00
218 - PUBLIC SAFETY	3,330.93	0.00
223 - KENO	4,821.09	0.00
224 - ECONOMIC DEVELOPMENT	11,981.30	0.00
411 - CDBG	19,944.00	0.00
621 - ENVIRONMENTAL SERVICES	244,496.59	218.34
631 - WASTEWATER	3,156.18	218.35
641 - WATER	11,387.71	218.35
661 - STORMWATER	1,675.00	0.00
713 - CASH & INVESTMENT POOL	134,300.74	134,300.74
721 - GIS SERVICES	1,345.50	0.00
725 - CENTRAL GARAGE	7,493.99	0.00
812 - HEALTH INSURANCE	60,460.62	60,460.62
Grand Total:	610,756.48	195,416.40

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-52111-111	DEPARTMENT SUPPLIES	205.39	0.00
111-52111-115	DEPARTMENT SUPPLIES	172.20	0.00
111-52111-121	DEPARTMENT SUPPLIES	19.88	0.00
111-52111-141	DEPARTMENT SUPPLIES	665.41	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,142.62	0.00
111-52111-151	DEPARTMENT SUPPLIES	815.52	0.00
111-52111-171	DEPARTMENT SUPPLIES	296.43	0.00
111-52111-172	DEPARTMENT SUPPLIES	1,178.26	0.00
111-52114-172	CONCESSION SUPPLIES	4,376.08	0.00
111-52121-151	JANITORIAL SUPPLIES	92.27	0.00
111-52121-171	JANITORIAL SUPPLIES	439.69	0.00
111-52134-172	SPECIAL EVENTS	800.00	0.00
111-52181-142	UNIFORMS & CLOTHING	412.25	0.00
111-52181-172	UNIFORMS & CLOTHING	183.00	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	67.70	0.00
111-52222-151	BOOKS	1,209.82	0.00
111-52225-151	SUBSCRIPTIONS	2,758.56	0.00
111-52311-141	MEMBERSHIPS	50.00	0.00
111-52411-111	POSTAGE	1,000.00	0.00
111-52511-141	GASOLINE	107.03	0.00
111-52511-142	GASOLINE	3,791.36	0.00
111-52511-143	GASOLINE	70.00	0.00
111-52511-171	GASOLINE	1,336.32	0.00
111-52521-171	OTHER FUEL	1,615.22	0.00
111-52999-172	MISCELLANEOUS	187.50	0.00
111-53111-112	CONTRACTUAL SERVICES	76.00	0.00
111-53111-114	CONTRACTUAL SERVICES	6,413.11	0.00
111-53111-116	CONTRACTUAL SERVICES	1,987.50	0.00
111-53111-121	CONTRACTUAL SERVICES	6,569.00	0.00
111-53111-142	CONTRACTUAL SERVICES	3,589.88	0.00
111-53111-151	CONTRACTUAL SERVICES	1,011.04	0.00
111-53111-171	CONTRACTUAL SERVICES	2,517.17	0.00
111-53111-172	CONTRACTUAL SERVICES	1,480.00	0.00
111-53121-112	CONSULTING SERVICES	150.00	0.00
111-53161-111	LEGAL PUBLICATIONS	15.27	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53161-112	LEGAL PUBLICATIONS	18.71	0.00
111-53161-115	LEGAL PUBLICATIONS	444.74	0.00
111-53161-121	LEGAL PUBLICATIONS	16.42	0.00
111-53161-142	LEGAL PUBLICATIONS	271.02	0.00
111-53161-143	LEGAL PUBLICATIONS	15.27	0.00
111-53161-171	LEGAL PUBLICATIONS	16.42	0.00
111-53211-142	LEGAL FEES	255.00	0.00
111-53421-141	BUILDING MAINTENANCE	6.00	0.00
111-53421-142	BUILDING MAINTENANCE	6.00	0.00
111-53441-111	EQUIPMENT MAINTENAN...	107.75	0.00
111-53441-141	EQUIPMENT MAINTENAN...	164.95	0.00
111-53441-142	EQUIPMENT MAINTENAN...	1,228.36	0.00
111-53441-151	EQUIPMENT MAINTENAN...	1,075.00	0.00
111-53441-171	EQUIPMENT MAINTENAN...	267.36	0.00
111-53441-172	EQUIPMENT MAINTENAN...	2,747.00	0.00
111-53451-141	VEHICLE MAINTENANCE	175.00	0.00
111-53451-143	VEHICLE MAINTENANCE	100.00	0.00
111-53451-171	VEHICLE MAINTENANCE	29.45	0.00
111-53471-171	GROUNDS MAINTENANCE	610.24	0.00
111-53511-111	ELECTRICITY	404.21	0.00
111-53511-141	ELECTRICITY	633.21	0.00
111-53511-142	ELECTRICITY	676.35	0.00
111-53511-143	ELECTRICITY	180.01	0.00
111-53511-151	ELECTRICITY	2,039.20	0.00
111-53511-171	ELECTRICITY	3,208.15	0.00
111-53511-172	ELECTRICITY	53.44	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53571-141	CELLULAR PHONE	25.02	0.00
111-53711-142	SCHOOL & CONFERENCE	285.29	0.00
111-53711-151	SCHOOL & CONFERENCE	810.00	0.00
111-53721-141	BUSINESS TRAVEL	208.00	0.00
111-53913-112	RECRUITMENT	284.00	0.00
111-59211-172	LICENSE/PERMITS	745.00	0.00
211-52222-151	BOOKS	5.53	0.00
212-52111-212	DEPARTMENT SUPPLIES	889.43	0.00
212-52171-212	STREET REPAIR SUPPLIES	744.20	0.00
212-52511-212	GASOLINE	1,097.91	0.00
212-52521-212	OTHER FUEL	980.04	0.00
212-53431-212	ELECTRICAL MAINTENAN...	3,077.00	0.00
212-53491-212	STREET MAINTENANCE	5,372.50	0.00
212-53511-212	ELECTRICITY	551.93	0.00
212-53531-212	ELECTRIC POWER	1,331.31	0.00
212-53551-212	STREET LIGHTS	26,220.55	0.00
212-53561-212	TELEPHONE	16.49	0.00
213-52111-213	DEPARTMENT SUPPLIES	247.23	0.00
213-52511-213	GASOLINE	55.91	0.00
213-52521-213	OTHER FUEL	656.70	0.00
213-53511-213	ELECTRICITY	208.36	0.00
215-52111-143	DEPARTMENT SUPPLIES	54.98	0.00
216-53111-121	CONTRACTUAL SERVICES	758.89	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
218-54411-142	EQUIPMENT	3,330.93	0.00
223-52111-113	DEPARTMENT SUPPLIES	67.55	0.00
223-52111-171	DEPARTMENT SUPPLIES	4,358.54	0.00
223-53111-113	CONTRACTUAL SERVICES	395.00	0.00
224-52211-114	PUBLICATIONS	31.30	0.00
224-53111-113	CONTRACTUAL SERVICES	10,000.00	0.00
224-53111-114	CONTRACTUAL SERVICES	1,950.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
411-54991-411	GRANT EXPENSE	19,944.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	6,548.62	0.00
621-52411-621	POSTAGE	218.34	218.34
621-52511-621	GASOLINE	354.94	0.00
621-52521-621	OTHER FUEL	6,783.33	0.00
621-53193-621	DISPOSAL FEES	49,700.60	0.00
621-53421-621	BUILDING MAINTENANCE	5,082.36	0.00
621-53441-621	EQUIPMENT MAINTENAN...	2,302.92	0.00
621-53511-621	ELECTRICITY	505.48	0.00
621-54411-621	EQUIPMENT	173,000.00	0.00
631-52111-631	DEPARTMENT SUPPLIES	239.14	0.00
631-52411-631	POSTAGE	218.35	218.35
631-52511-631	GASOLINE	548.59	0.00
631-52521-631	OTHER FUEL	871.27	0.00
631-53111-631	CONTRACTUAL SERVICES	90.50	0.00
631-53431-631	ELECTRICAL MAINTENAN...	108.66	0.00
631-53441-631	EQUIPMENT MAINTENAN...	238.64	0.00
631-53511-631	ELECTRICITY	543.67	0.00
631-53531-631	ELECTRIC POWER	85.53	0.00
631-53571-631	CELLULAR PHONE	47.83	0.00
631-53711-631	SCHOOL & CONFERENCE	164.00	0.00
641-52111-641	DEPARTMENT SUPPLIES	378.57	0.00
641-52117-641	SAMPLES	54.00	0.00
641-52411-641	POSTAGE	218.35	218.35
641-52511-641	GASOLINE	1,056.95	0.00
641-52521-641	OTHER FUEL	257.78	0.00
641-52611-641	CHEMICALS	4,268.90	0.00
641-53111-641	CONTRACTUAL SERVICES	4,632.94	0.00
641-53511-641	ELECTRICITY	30.09	0.00
641-53531-641	ELECTRIC POWER	359.51	0.00
641-53571-641	CELLULAR PHONE	83.95	0.00
641-53631-641	RENT-MACHINES	46.67	0.00
661-53111-661	CONTRACTUAL SERVICES	925.00	0.00
661-53461-661	FACILITY REPAIRS	750.00	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,888.58	7,888.58
713-21513	FICA W/H EE PAYABLE	29,397.60	29,397.60
713-21514	FED W/H EE PAYABLE	27,890.36	27,890.36
713-21515	STATE W/H EE PAYABLE	17,577.12	17,577.12
713-21517	POL UNION DUES EE PAY	552.00	552.00
713-21518	FIRE UNION DUES EE PAY	225.00	225.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	188.50	188.50
713-21527	WAGE ATTACHMENT EE ...	305.45	305.45
713-21528	REGULAR RETIRE EE PAY	14,195.86	14,195.86
713-21529	DEFERRED COMP EE PAY	1,861.38	1,861.38
713-21531	RETIRE FIRE EE PAYABLE	7,448.70	7,448.70
713-21533	RETIRE POLICE EE PAY	10,503.57	10,503.57
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	1,573.18	1,573.18
713-21541	HSA EE PAYABLE	13,332.24	13,332.24
713-21741	HSA ER PAYABLE	1,312.50	1,312.50
721-53111-721	CONTRACTUAL SERVICES	1,345.50	0.00
725-52111-725	DEPARTMENT SUPPLIES	227.67	0.00
725-52181-725	UNIFORMS & CLOTHING	15.92	0.00
725-52531-725	OIL & ANTIFREEZE	42.03	0.00
725-53441-725	EQUIPMENT MAINTENAN...	7,083.32	0.00
725-53511-725	ELECTRICITY	125.05	0.00
812-53862-112	CLAIMS EXPENSE	60,200.62	60,200.62

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
812-53863-112	FLEXIBLE BENFT EXPENSES	260.00	260.00
	Grand Total:	610,756.48	195,416.40

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	609,106.92	195,416.40
2117753511	207.03	0.00
2123153111	395.00	0.00
2124452111	54.98	0.00
2126452111	67.55	0.00
6002053111	925.00	0.00
	Grand Total:	195,416.40

UTILITY REFUNDS 6-19-17

Account #	Status	Contact	Service Address	Refund Amount
035-5521-06	Inactive	RICHARD O WARFIELD	1206 AVE D SCOTTSBLUFF NE 69361	56.17
015-6530-06	Inactive	JOE A FALTISKO	3303 AVE D SCOTTSBLUFF NE 69361	26.56
010-2794-04	Inactive	BRIAN SULLIVAN	2602 AVE E SCOTTSBLUFF NE 69361	12.39
005-3661-04	Inactive	ALLISON P HARDER	206 W 26TH ST SCOTTSBLUFF NE 69361	64.1
040-6987-01	Inactive	RAND K LLC	1818 BROADWAY 1 SCOTTSBLUFF NE 69361	10.6
010-4021-04	Inactive	MELANIE G BAZEMORE	326 W 20TH ST SCOTTSBLUFF NE 69361	9.38
075-3961-03	Inactive	RAYMOND GONZALES	1202 1/2 4TH AVE SCOTTSBLUFF NE 69361	15.01
040-5085-03	Inactive	CLARENCE GEALY	202 S BELTLINE SCOTTSBLUFF NE 69361	16.33
040-3473-04	Inactive	TALEYA KING	1118 W OVERLAND SCOTTSBLUFF NE 69361	10.79
025-6248-02	Inactive	CROWN WEST	2027 CHAR AVE 4 SCOTTSBLUFF NE 69361	8.93
Total				
10				\$230.26

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Bids1

Council to consider awarding the bid for the Airport Industrial Tracts Drainage Improvement Project to Infinity Construction in the amount of \$283,864.00.

Staff Contact: Nathan Johnson, City Manager

June 7, 2017

Honorable Mayor and City Council
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

RE: Airport Industrial Tracts - Drainage Improvement Project
RM170020-00

Dear Mayor and City Council:

Bids were received and opened at 2:00 p.m. on June 7, 2017 at City Hall, Scottsbluff, Nebraska for the above referenced project. A total of four (4) bids were received. A copy of the bid tabulation sheet is attached for your review. The bids received were as follows:

	<u>Total Bid</u>	<u>Proposed Start Date</u>
Infinity Construction	\$283,864.00	7/24/2017
Eric Reichert Insulation and Construction	\$295,898.30	7/17/2017
K.L. Wood and Co.	\$299,767.50	8/15/2017
Paul Reed Construction and Supply, Inc.	\$324,727.01	9/1/2017
Engineer's Estimate	\$346,050.00	

We have reviewed the contractor's bid documents and would recommend award of the project to Infinity Construction in the amount of \$283,864.00.

Sincerely,

FOR THE FIRM OF
M.C. SCHAFF & ASSOCIATES, INC.



Adam Vath, P.E.



M.C. Schaff & Associates, Inc.
818 S Beltline Highway East
Scottsbluff, Nebraska 69361
308-635-1926 Phone 308-635-7807 Fax
www.mcschaff.com

Airport Industrial Tracts- Drainage Improvement Project City of Scottsbluff Bid Date: June 7, 2017 @ 2:00 pm Mountain Time				Infinity Construction, Inc. P.O. Box 2453 Scottsbluff, NE 69363		Eric Reichert Insulation & Construction 1502 19th Avenue Scottsbluff, NE 69361		K.L. Wood & Co. 2651 CR 59 Alliance, NE 69301		Paul Reed Construction & Supply, Inc. 2970 N. 10th Street Gering, NE 69341		Engineers Estimate	
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Base Bid													
1	Mobilization	LS	1	\$ 11,854.00	\$ 11,854.00	\$ 27,568.00	\$ 27,568.00	\$ 16,000.00	\$ 16,000.00	\$ 5,711.79	\$ 5,711.79	\$ 35,000.00	\$ 35,000.00
2	Remove and Replace Pavement	SY	70	\$ 75.00	\$ 5,250.00	\$ 63.54	\$ 4,447.80	\$ 55.00	\$ 3,850.00	\$ 99.00	\$ 6,930.00	\$ 65.00	\$ 4,550.00
3	42-Inch R.C.C.P. Storm Drain	LF	1560	\$ 136.00	\$ 212,160.00	\$ 127.37	\$ 198,697.20	\$ 133.00	\$ 207,480.00	\$ 153.87	\$ 240,037.20	\$ 150.00	\$ 234,000.00
4	Area Inlet, Apron, and Grate	EA	1	\$ 14,000.00	\$ 14,000.00	\$ 13,965.00	\$ 13,965.00	\$ 18,250.00	\$ 18,250.00	\$ 18,425.52	\$ 18,425.52	\$ 20,000.00	\$ 20,000.00
5	54" x 36" Area Inlet	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,572.60	\$ 5,572.60	\$ 5,480.00	\$ 5,480.00	\$ 5,982.57	\$ 5,982.57	\$ 5,000.00	\$ 5,000.00
6	60-Inch Storm Drain Manhole	EA	3	\$ 3,500.00	\$ 10,500.00	\$ 3,793.90	\$ 11,381.70	\$ 5,117.50	\$ 15,352.50	\$ 4,828.14	\$ 14,484.42	\$ 4,500.00	\$ 13,500.00
7	72-Inch Storm Drain Manhole	EA	2	\$ 4,500.00	\$ 9,000.00	\$ 5,951.00	\$ 11,902.00	\$ 6,625.00	\$ 13,250.00	\$ 6,021.45	\$ 12,042.90	\$ 7,500.00	\$ 15,000.00
8	42-Inch Reinforced Concrete Flared-End Section	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 2,109.80	\$ 2,109.80	\$ 1,625.00	\$ 1,625.00	\$ 1,909.69	\$ 1,909.69	\$ 1,000.00	\$ 1,000.00
9	Perimeter Bollard and Cable	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 5,756.00	\$ 5,756.00	\$ 2,800.00	\$ 2,800.00	\$ 6,167.81	\$ 6,167.81	\$ 2,000.00	\$ 2,000.00
10	Lower Water Main	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 7,508.00	\$ 7,508.00	\$ 6,500.00	\$ 6,500.00	\$ 3,741.32	\$ 3,741.32	\$ 6,000.00	\$ 6,000.00
11	Remove and Replace Existing Driveway Culvert Pipe	EA	1	\$ 700.00	\$ 700.00	\$ 550.00	\$ 550.00	\$ 1,000.00	\$ 1,000.00	\$ 1,346.93	\$ 1,346.93	\$ 4,500.00	\$ 4,500.00
12	Broken Concrete Riprap	TON	135	\$ 20.00	\$ 2,700.00	\$ 17.72	\$ 2,392.20	\$ 28.00	\$ 3,780.00	\$ 23.64	\$ 3,191.40	\$ 20.00	\$ 2,700.00
13	Excavation of Existing Berm(Established Quantity)	CY	100	\$ 25.00	\$ 2,500.00	\$ 8.80	\$ 880.00	\$ 8.00	\$ 800.00	\$ 13.87	\$ 1,387.00	\$ 10.00	\$ 1,000.00
14	Seeding and Mulching	ACRE	0.9	\$ 3,000.00	\$ 2,700.00	\$ 3,520.00	\$ 3,168.00	\$ 4,000.00	\$ 3,600.00	\$ 3,742.73	\$ 3,368.46	\$ 2,000.00	\$ 1,800.00
Total Bid - Items 1 Thru 14				\$	283,864.00	\$	295,898.30	\$	299,767.50	\$	324,727.01	\$346,050.00	
Proposed Start Date					7/24/2017		7/17/2017		8/15/2017		9/1/2017		

** THE TOTAL OF K.L. WOOD AND CO.'S BID WAS WRITTEN \$300,168.00 ON THE BID FORM, THE CORRECT TOTAL FOR THE BID SHOULD HAVE BEEN \$299,767.50 WHEN TABULATED USING THE UNIT PRICE, WHICH IS THE GOVERNING PRICE, AND THE ESTIMATED QUANTITY. ITEM NUMBER 14 AND THE TOTAL BID ARE CORRECTED AS SHOWN ABOVE.

Project Number: RM170020-00

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Bids2

**Council to approve the change order deduction for the City Hall
Secure entrance project.**

Staff Contact: Nathan Johnson, City Manager

Change Order Request 1

Owner: City of Scottsbluff

Date: 6/8/2017

To: **Anderson – Shaw Construction**

Project: City Hall Secure Entrance and
Offices

General Contractor:

Anderson-Shaw Construction, Inc.
710 Avenue I – Scottsbluff, NE 69361

Please sign both copies and return one to Anderson - Shaw Construction, Inc.

Date	Description of Change	Amount
5/3/2017	Original Contract Amount	\$ 53,608.00
6/8/2017	Deduct on Thompson Glass	(\$ 13,300.00)
6/8/2017	Deduct on P.O	(\$ 121.00)
	TOTAL FOR THIS CHANGE ORDER	(\$ 13,421.00)
6/8/2017	New Contract Amount	\$ 40,187.00

This Change Order: (\$ **13,421.00**)

City of Scottsbluff

Hewgley & Associates

Anderson-Shaw Construction, Inc.

By: _____

By: _____

By: 

Date: _____

Date: _____

Date: 6/8/2017 _____

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing at 6:05 p.m. to consider the Class C Liquor License application for Peggy McVay, dba A Lil Bit of Everything, 1610 Broadway, Scottsbluff, NE.

Staff Contact: Cindy Dickinson, City Clerk

Agenda Statement

Item No.

For meeting of: June 19, 2017

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 Peggy McVay dba A Lil Bit of Everything, 1610 Broadway, Scottsbluff, NE.

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 Peggy McVay dba A Lil Bit of Everything, 1610 Broadway, Scottsbluff, NE.

Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2010

Exhibit #3 – Written Statement of Police Chief

Exhibit #4 – Written Statement of City Clerk

Exhibit #5 – Written Statement of City Planner

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

Peggy McVay dba A Lil Bit of Everything, 1610 Broadway, Scottsbluff, NE.

**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/

RECEIVED

MAY 03 2017

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
☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
☐ 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 1 FORM 104)
☐ Partnership License (requires insert 2 FORM 105)
☐ Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
☐ Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

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 _____ Phone number: _____

Firm Name _____

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 PAYPORT.
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. ☐ If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. ☐ 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. ☐ 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. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See guideline for further assistance
10. ☐ Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
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.

Regan McVay
Signature

04-28-17
Date

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MAY 03 2017
NEBRASKA LIQUOR
CONTROL COMMISSION

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

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MAY 03 2017		
NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES / <u>NO</u>	New/Replacing #	
Class Type <u>C</u>	121704	Initial <u>AH</u> 5-8-17

Applicant name Peggy McVay
Trade name A Lil Bit of Everything
Previous trade name _____
Contact email address mcvaypeg24@gmail.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 enclosed

*entered into C1
on 5-11-17*

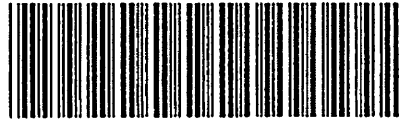
Sent Ag - 5/11/17 ah

Sent NSP - 5/15/17 ah

Sent FM - 5/15/17 ah

Sent Local - 5/15/17 ah

Office use only	PAYMENT TYPE <u>CK 1314</u>
	AMOUNT: <u>400</u>
	Received: <u>jm</u>


1700002921

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FORM 100
REV FEB 2017
PAGE 1

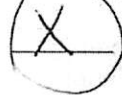
PREMISES INFORMATIONTrade Name (doing business as) A Lil Bit of EverythingStreet Address #1 1610 Broadway

Street Address #2 _____

City Scottsbluff County Scotts Bluff #21 Zip Code 69361Premises Telephone number 308-633-1604Business e-mail address mcvaypeg24@gmail.com ^{city}

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)

MAY 03 2017

Name A Lil Bit of EverythingStreet Address #1 1610 Broadway**NEBRASKA LIQUOR
CONTROL COMMISSION**

Street Address #2 _____

City Scottsbluff State NEZip 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.

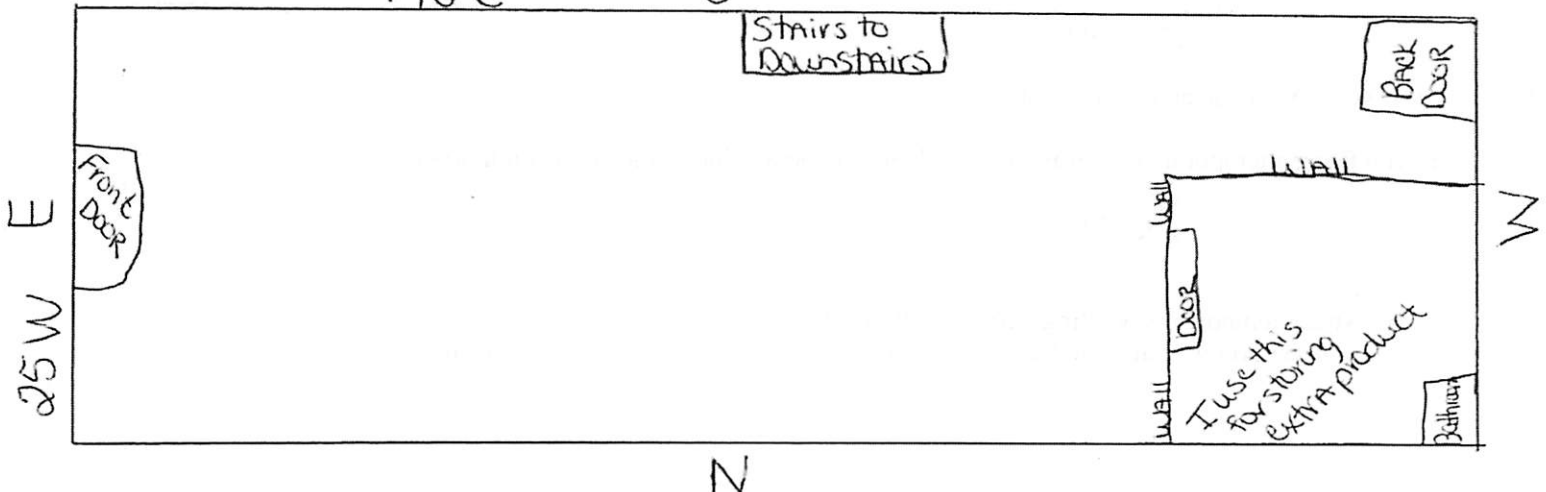
****For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Building: length 140 x width 25 in feetIs there a basement? Yes ☒ No ☒Is there an outdoor area? Yes ☒ No ☒If yes, length 140 x width 25 in feet

If yes, length _____ x width _____ in feet

One main floor
plus unused basement

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

140 L S

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. *val*

☒ 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
Peggy (HALL) McVAY	11-1987	North Platte, NE	Speeding ticket	
Peggy (HALL) McVAY	10-1989	Scottsbluff, NE	Speeding ticket	

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

☐ YES ☒ NO

If yes, give name of business and liquor license number _____

- 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

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

☐ YES ☒ NO

If yes, give name and license number _____

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MAY 03 2017

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.

NEBRASKA LIQUOR
CONTROL COMMISSION

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

 YES X 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 X 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 X NO

If yes, list such item(s) and the owner. _____

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 X 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)

Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

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

 YES X NO

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

MAY 03 2017

NEBRASKA LIQUOR
CONTROL COMMISSION

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.

Platte Valley Bank - Peggy McVay (owner)

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.

None

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:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
NONE —		
		RECEIVED

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
		MAY 03 2017 NEBRASKA LIQUOR CONTROL COMMISSION

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.

☒ X Lease: expiration date April 3rd, 2018
☐ Deed
☐ Purchase Agreement

14. When do you intend to open for business? My store is already open just wanted to bring wine in.
15. What will be the main nature of business? My store is Kitchen + wine accessory store. Just wanted to bring some wine in.
16. What are the anticipated hours of operation? Mon-Fri 10-5 Sat 10-4 #See at bottle
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 FROM TO		SPOUSE: CITY & STATE	
Gering NE		5/1/09	present		
Gering, NE		5/98	5/1/09		

If necessary attach a separate sheet.

I have owned A lil Bix of Everything almost 2 years in May. I just wanted to add me unique wine in my store to go with some of the unique wine accessories that sell already.

**SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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

DATE RECEIVED RECEIVED MAY 03 2017 NEBRASKA LIQUOR CONTROL COMMISSION Office Use Only	
Class: <u>C</u>	License #: <u>121704</u>

Applicant Name: Regan McVay

(Corporation, LLC, Partnership or Individual)

Trade Name: A Lil Bit of Everything

(Doing Business As)

308-633-1604

Phone Number

mcvayreg24@gmail.com

Contact E-mail Address

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED PROCESSING FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE.**
- See Application Requirement Guide for listing of Fingerprint Requirements, found on our website under "Licensing" tab in "Applicant Guidelines".
- **DO NOT** send fee payments to the NLCC – fees **MUST** be paid directly to NSP;
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521
- Fingerprints taken at NSP locations will be forwarded to NSP – CID;
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices will be released to the applicants;
Fingerprint cards should be submitted with the application.

Please complete information on the following pages for EACH person fingerprinted.

FORM 147
REV DEC 2016
PAGE 1

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.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

Peggy McVay
Signature of Applicant

Peggy McVay
Print Name

Signature of Spouse

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MAY 03 2017

Print Name

NEBRASKA LIQUOR
CONTROL COMMISSION

Signature of Spouse

Signature of Applicant

Print Name

Print Name

ACKNOWLEDGEMENT

State of Nebraska
County of Scotts Bluff

The foregoing instrument was acknowledged before me this

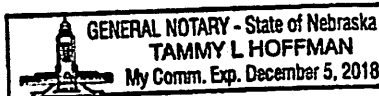
28th Day of April 2017
date

by

Peggy McVay

name of person(s) acknowledged (individual(s) signing)

Tammy L Hoffman
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.

FORM 100
REV FEB 2017
PAGE 8

My Business Plan

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NEBRASKA LIQUOR
CONTROL COMMISSION

April 28, 2017

To Whomever,

A Lil Bit Of Everything has been in business since May 30th, 2015. We sell kitchen accessories, sports memorabilia, and unique wine accessories. My plan is to get a liquor license so I can carry unique wine's to go along with my unique business. I have items that I sell that if the customer could have a bottle of wine to put with that speical gift, it would make it even more special.

A handwritten signature in black ink, appearing to be 'Jah' or similar, located at the bottom right of the letter.

RECEIVED

MAY 03 2017

BUILDING LEASE

THIS LEASE made this 3RD day of April, 2015, by and between ALAN H. WILLIAMS AND BARBARA J. WILLIAMS hereinafter collectively called the LESSOR and PEGGY McVAY DBA Lil Bit of Everything hereinafter called the LESSEE.

NEBRASKA LIQUOR
CONTROL COMMISSION

WITNESSETH:

LESSOR for and in consideration of the covenants and agreements contained herein, does hereby lease to the LESSEE and the LESSEE hereby lease from the LESSOR, the premises together with improvements thereon, hereinafter called the PREMISES, located at 1610 Broadway, Scottsbluff, Nebraska, and more particularly described as:

The South portion of Lots Seven and Eight (7&8), Block Six (6), Original Town of Scottsbluff, Nebraska, together with the rights of easements and appurtenances thereto belonging, on the following term and conditions:

I. TERM AND USE

The term of this Lease shall commence on the 3RD day of April, 2015 and shall continue for a period of THREE YEARS, unless extended or sooner terminated as hereinafter provided. The LESSOR agrees to grant additional leases fourth and fifth years at terms to be negotiated. In addition, should they place the property for sale, the LESSOR agrees to grant the first right of refusal to LESSEE. The LESSEE may not use the premises for any unlawful use.

Apr. 3, 2015
+ 3 yrs
2018

II. RIGHT TO SUBLET PART OF THE PREMISES

LESSEE agrees that it will not sublet any part of the premises without the express written consent of the LESSOR and will under no circumstances, sublet the property for the sales of alcoholic beverages. Any such subletting by the LESSEE shall not relieve the LESSEE of the original obligations under this lease.

III. AS IS CONDITION

LESSEE acknowledges that he has inspected the premises and accepts the premises in an "as is" condition.

IV. RENT

(a) Fixed Rent. The LESSEE shall pay to the LESSOR, as and for fixed rent for the premises, the amount of SIX HUNDRED DOLLARS (\$600.00) per month, in advance, for the first year of this lease and TWELVE HUNDRED DOLLARS (\$1200.00) per month, in advance, for the second and third year. Said rent shall be payable at the office of the LESSOR and addressed as designated herein

pg 1

Q#13

(b) Additional Rent. For additional rent, the LESSEE shall pay all costs and expenses of any kind or nature whatsoever attributable to the premises during the term of this LEASE. These cost shall include, but are not necessarily limited to , utilities, gas, water, electric, maintenance of the premises, including but not necessarily limited to snow removal, cleaning of the sidewalks, window cleaning, repair and upkeep. LESSOR shall maintain the exterior of the building; including the roof and exterior plumbing and electrical. It is understood and agreed by the LESSEE that the premises shares the water meters with 1612 Broadway. For economy and rent considerations, the LESSEE assumes that their share is 50% of the water and sewage bill.

V. IMPROVEMENT AND ALTERATIONS AND REMODELING

The LESSEE shall be permitted to perform improvements and alterations or remodeling on or to the premises provided, however, they shall be done at the sole expense of the LESSEE. Any such improvements shall be performed only with the written consent of the LESSOR. All such care, maintenance and repair of such improvements shall be the sole responsibility of the LESSEE. All such repairs shall comply with all building codes and ordinances for the City of Scottsbluff, Nebraska. All charges for material and labor for such alterations will be paid promptly by the LESSEE and LESSEE agrees to hold LESSOR harmless from any claims or obligations of said improvements. Upon the termination of this LEASE, all improvements and alterations made to the property by LESSEE or any subtenants, shall become the property of the LESSOR. It is understood and agreed that the LESSEE may have made certain improvements to the building under previous leases and that all such improvements made to the building by LESSEE shall, upon termination of this LEASE , become the property of the LESSOR. All furniture and fixtures shall remain the property of the LESSEE and may be removed by LESSEE at the termination of this LEASE.

LESSEE, in addition, shall at their own cost, maintain the premises in as good a condition as they now are, with the exception of the roof and exterior, which LESSOR shall maintain in the present condition. LESSEE agrees to replace promptly, all plate glass broken during the term of this LEASE with other similar plate glass, the same size and quality, at the expense of the LESSEE. LESSEE acknowledges that filter replacement, ballast repair and replacement, normal plumbing repairs and other expenses are part of normal maintenance and with be their responsibility.

VI. FIRE AND OTHER CASUALTY

In the event of fire or other casualty which shall render the premises untenable, LESSEE shall be relieved from payment of the rent provided, however, that in the event the premises can be repaired within four (4) months from the date of such event then at the LESSOR'S option by notice in writing to the LESSEE, mailed within thirty (30) days after such damage or destruction, this LEASE shall remain in full force and effect, with rent for the period during which the premises are untenable, shall be abated prorata.

VII. NONPAYMENT OF RENT

In the event that the rent due from the LESSEE to the LESSOR shall remain unpaid in whole or in part, for a period of more than thirty (30) days after it is due and

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Q#13

payable, LESSOR shall have the right to immediately terminate said LEASE and shall have the right to immediate possession of the premises. Upon termination of the LEASE by expiration of the term, by operation of the law, by forfeiture or otherwise, LESSEE, agrees to quietly surrender the premises to the LESSOR.

VIII. COVENANT TO HOLD HARMLESS

Except in the case of negligence of the LESSOR, LESSEE agrees to save, hold harmless and defend the LESSOR against any liability for damages to any personal property in or about the premises. The LESSOR shall not be liable to the LESSEE, it agents, employees, representatives, customers or invitees for any personal injury or damages to the property cause by theft, burglary, water, gas, electricity, fire or from any other cause occurring on or about the premises. All property kept, stored or maintained in the premises shall be so kept, stored or maintained at the sole risk of the LESSEE. The LESSEE agrees to promptly pay all sums of money in respect to labor, services and materials supplied or equipment furnished to LESSEE, in or about the premises. LESSEE'S covenants and agrees that it will not permit or allow any mechanic's or materialmen's liens to be placed on the LESSOR'S interest in the premises during the term hereof. LESSEE shall maintain a GENERAL LIABILITY POLICY on the premises in the amount of \$500,000.00 and shall name the LESSORS as ADDITIONAL NAMED INSURED.

IX. NOTICES

All communications, demands or notices which shall be given in writing and shall be deemed to have been given or served, if delivered in person to the other party or its duly authorized agent, or is deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested. Such notices shall be sent to the addresses of the parties as set forth in the agreement below the signatures of the parties. This lease shall contain the entire agreement and understanding of the parties with respect to the transaction contemplated hereby and supersedes all proper agreements and understandings of the parties with respect to such subject matter. No representation of warranties, undertakings or other commitments, whether written or oral, have been made to either party as to the other unless expressly stated in this LEASE or unless mutually agreed to in writing between the parties hereto after this date.

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MAY 03 2017

NEBRASKA LIQUOR
CONTROL COMMISSION

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Q#13

This agreement shall be binding upon the parties, their personal representatives, heirs and assigns.

Alan H. Williams
Alan H. Williams, LESSOR

Scottsbluff, NE 69361

Barbara J. Williams
Barbara J. Williams, LESSOR

Scottsbluff, NE 69361

Peggy McVay
Peggy McVay, LESSEE

10

Gering, NE 69341

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MAY 03 2017

NEBRASKA LIQUOR
CONTROL COMMISSION

pg 4

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 choose 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: 6/13/2017
Re: Application for a Class C Liquor License number C - 121704, Peggy McVay dba "A Lil Bit of Everything," 1610 Broadway Scottsbluff, NE 69361

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:

I conducted a background check on Peggy McVay as a means to determine her fitness to hold a liquor license. Peggy reported two speeding tickets one in 1987 another in 1989. I did not find any further criminal convictions or history. Peggy told me that she does not have any experience in the alcohol industry but will attend Responsible Beverage Service Training on Thursday June 15th. Peggy told me that her 17 year old daughter sometimes helps at the business but won't be allowed if she receives her liquor license.

I found nothing in Peggy's background that would disqualify her or cause me to believe that she is unfit 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.

Peggy McVay does not have previous experience in the alcohol industry. Peggy is attending the Nebraska State Patrol's "Responsible Beverage Service Training" on June 15th, 2017 from 1300 hours until 1600 hours. Peggy told me that her policy would be to check the identification of all customers purchasing alcohol. Peggy told me that she will be the only employee of her business. Peggy added that she only wants to sell wine to compliment some of the other items in the store.

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:

Peggy told me as the only employee of the business she will be responsible for the inventory and ordering. Peggy said that she will only order a small amount of wine and keep all of the overstock in a back room. I talked to Peggy about having the distributor provide her with a born on calendar to help her determine age.

The business has been in operation for two years.

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 open Monday thru Friday 10:00 am to 05:00 pm, Saturday 10:00 am to 04:00 pm.

Oversight and accountability will be a priority for the applicant 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 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 1610 Broadway Scottsbluff, NE. A Lil Bit of Everything is a variety store that will not attract large crowds. The business sells home décor, sports related items and kitchen cookware. 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 is one bar restaurant "16th Empire" and a restaurant Sam & Louie's near this business with similar privileges however, I do not anticipate this creating any unusual circumstances for the police department or the downtown business area.

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

The traffic flow is not of concern at this time nor is pedestrian traffic.

(H) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 31 full time officers and handled approximately 14,602 calls for service, not including traffic citations during 2016. 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.

(l) 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.

EXHIBIT IV

Memo

Date: June 19, 2017

To: Honorable Mayor Meininger and Members of the City Council

From: Cindy Dickinson, City Clerk

CC: Nathan Johnson, City Manager

Re: Peggy McVay dba A Lil Bit of Everything, 1610 Broadway, Scottsbluff, NE Class C-121704 License

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.
Tangled Tumbleweed
MJ's Restaurant
Las VII Americas Tortilleria

802 21st Avenue
1823 Ave. A
2615 5th Ave.
1619 East Overland

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
Bob's Garage & Bar
Lucky Keno LLC dba FrontSide
Backaracks Bar & Grille
16th Empire

20 West 18th Street
1901-B 21st Ave.
1722 Broadway
1907 Broadway
1001 Avenue I
1402 East 20th St.- Suite B
1605 Ave. A

Retail

Racks (Catering)
Panhandle Cooperative Assn. (Catering)
Kelley's Liquor (Catering)
A Lil Bit of Everything (NEW APPLICATION)

1402 East 20th St.- Suite A
401 S. Beltline Hwy West
817 West 27th Street
1610 Broadway

Clubs

Elks BPO Lodge 1367

1614 1st Avenue

Bowling Alleys

Valley Bowl Fun Center

1702 17th Ave.

TOTAL CLASS C LICENSES 18

Class D Licenses

Grocery Stores

Safeway of Western Nebraska
Panhandle Coop Assn.

601 Broadway
3302 Ave. B

Convenience Stores

5th & O Eastco
Scottsbluff Watering Hole
Big Bats
Git N Split
Cheema's Gas & Liquor (PENDING)
Route 26 Mart
Maverik Stores Inc.,
Walgreens

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

Liquor Stores

Dermer's
Cigarette Chain

1311 E Overland Dr.
323 East Overland

Discount/Grocery Stores

Big Kmart #7024
Wal-Mart Supercenter #867

802 East 27th Street
3322 Avenue I

TOTAL CLASS D LICENSES 14

CLASS I LICENSES

Restaurants

Rosita's

1205 East Overland

Chili's Grill & Bar

826 West 36th St.

Wonderful House Restaurant

829 Ferdinand Plaza

Taco de Oro

2601 Avenue I

Whiskey Creek Steakhouse

1802 E 20th Place

Ole, LLC

1901 East 20th Street

Emporium Coffeehouse & Cafe

1818 1st Avenue

San Pedro Mexican Restaurant

23 West 27th St.

Sam & Louie's Pizzeria

1522 Broadway

Taco Town

1007 West 27th St.

Prime Cut

305 West 27th St.

The Shed

18 West 16th St.

Theater

Hotel/Motel

Hampton Inn & Suites

301 W Hwy 26

TOTAL CLASS I LICENSES 13

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	19 (1 NEW APPLICATION)
Class D	14
Class I	13
Class W	1

TOTAL LICENSES 49 (1 NEW APPLICATION)

Exhibit #5

Memo

Date: June 19, 2017
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Nathan Johnson
Re: Class "C" Liquor License Application
A Lil Bit of Everything
1610 Broadway
Scottsbluff, NE 69361

Action:

The owners of A Lil Bit of Everything have applied for a new license in the name of Peggy McVay.

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 at 1610 Broadway is situated in a C-1 (Central Business District) zoning district where a retail store is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) There are no off-street parking requirements in a C-1 (Central Business District) zone.
- (3) The use of this property is consistent with the surrounding neighborhood, which is generally business retail in nature.
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 15,039.

City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
June 15, 2017 - 4:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Thursday, June 15, 2017 at 4:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on June 10, 2017 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 accommodation 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 committee 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 committee member. 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.

1. Roll Call - The following Board Members were present: Bob Scriptor, Racks; Nathan Johnson, City Manager, Libby Stobel, City Attorney; Police Chief Kevin Spencer; Cindy Dickinson, City Clerk. Absent: Russ Knight, Dietrich Distributing; Mike Halley, Scottsbluff Public Schools; Kelli Larson, Panhandle Prevention Coalition; Schavalla Rivers, WNCC.
2. Open Meeting Act – Acting Chairman Johnson welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.
3. Call Meeting to Order - The meeting was called to order and Dickinson recorded the proceedings.
4. There were no changes to the agenda.
5. Minutes of the May 11, 2017 meeting - Motion by Stobel, second by Spencer, to approve the May 11, 2017 Minutes, motion passed.
6. New Liquor License applications:
 - a) Class DK Liquor License - Target Store T-0831, 1401 Frontage Road, Scottsbluff, NE. Mr. Scott Marsh, Manager of the Scottsbluff Target Store was present and explained the company's policy regarding the sale of alcohol. Mr. Marsh has been with the local Target store for 18 years. Of the 14 Nebraska Target stores, 13 of them hold Liquor Licenses. Mr. Pat Dytrych is the Corporate Liquor License Manager for all Target stores, however, Mr. Marsh will oversee the liquor license in Scottsbluff and ensure that all laws are followed.

Target has an on-going internal training program and will train 100% of all register operators. Everyone, regardless of age, will need to show an identification to purchase alcohol. Their system does not allow completion of a sale without verification of the identification. The liquor will only be checked at the registers in the front of the store to provide additional security. Cashiers checking alcohol must be 19 years of age or older. The company has a zero tolerance policy if alcohol is sold to a minor. All alcohol is stored in a separate room, which has a video camera.

The public hearing regarding this liquor license application will be held on July 17, 2017 at the Scottsbluff City Council Meeting.

Moved by Scriptor, seconded by Stobel, "to forward a positive recommendation to the Scottsbluff City Council regarding the liquor license application from Target Store T-0831," motion passed.

- b) Class C Liquor License – Peggy McVay dba A Lil Bit of Everything, 1610 Broadway, Scottsbluff, NE.

Ms. Peggy McVay, Owner of the business, explained that she is the only employee at the store. She has completed the Responsible Server Training. The liquor license will enable her to sell wine with the wine accessories she carries in her store.

She will check everyone's identification when selling alcohol. She is also planning on offering tastings, at which time, she will also check identifications. Regarding, inventory, she will be ordering products, and only plans to offer wine. She does not have a security camera, but the wine will be displayed close to the register.

The public hearing regarding this liquor license application will be held June 19, 2017 at the Scottsbluff City Council Meeting.

Moved by Scriptor, seconded by Johnson, "to forward a positive recommendation to the Scottsbluff City Council regarding the liquor license application from Peggy McVay dba A Lil Bit of Everything," motion passed.

The Liquor License Investigatory Board adjourned at 4:45 p.m.

Nathan Johnson, Acting Chairperson

Cindy Dickinson, Secretary

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Public Inp1

Council to receive a report from the Riverside Discovery Center.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Reports1

Council to consider approval of the Economic Development Assistance Agreement with Walther Farms and authorize execution of related documents.

Staff Contact: Nathan Johnson, City Manager

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on June 7, 2017, between the City of Scottsbluff, Nebraska (the "City") and Walther Investment, LLC (the "Applicant").

Recitals:

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

b. The Applicant has made application for assistance from the Program (the "Application");

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

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

Agreement:

1. Purpose of Loan:

The Applicant is constructing a potato storage facility near Lisco, Nebraska (the "Facility"). The proceeds of the Loan will be used in connection with the construction of the Facility.

2. Amount of Loan:

The Loan shall be in the amount of \$250,000 and shall be disbursed from the City's Economic Development Fund (the "Fund") to the Applicant as provided for below. The Loan shall be represented by a promissory note (the "Note") to be signed at the Loan Closing in the form of the attached "Exhibit A".

a. The Note shall carry interest from October 1, 2017 (the "Note Interest Date") at the Applicable Federal Mid-Term rate for the month of the Loan Closing. Interest only payments shall be made on a quarterly basis, with the interest for each quarter due on the first day of a calendar quarter. The first interest payment shall be due on January 1, 2018.

3. Loan Disbursement and Loan Closing:

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

4. Job Credits:

As long as the Applicant is not in default of the Note, this Agreement, or any other document entered into pursuant to this Agreement, the Applicant shall receive a credit against the balance due under the Note for Job Credits earned during a Year. A "Year" shall mean the 12-month period ending on each September 30, with the first Year beginning October 1, 2017. "Annual Job Credits" shall be calculated as follows:

a. The Applicant is eligible to receive a "Base Annual Job Credit" during a Year equal to the FTE's for a Year multiplied by \$1000.

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

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

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

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

d. The amount of the Annual Job Credit may not exceed \$50,000 per Year (the "Maximum Annual Credit"). If the Applicant earns credits in excess of the Maximum Annual Credit in any one Year, the excess credits may be carried back to one or more prior Years where the Maximum Annual Credit was not earned, as long as the Maximum Annual Credit is not exceeded for any one Year. Excess credits may not be carried forward.

In order to receive Annual Job Credits, the Applicant must file an Annual Report as provided for below. Annual Job Credits shall be applied against the principal balance of the Note

5. Employee Definitions:

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

b. "Eligible Full Time Employee" shall mean a Full Time Employee who: (1) primarily works at the Facility, and (2) resides within 75 miles of the Facility; provided, however any Full Time Employee who does not reside within 75 miles of the Facility at the time that the Full Time Employee is hired, shall nevertheless be considered an Eligible Full Time Employee if the Full Time Employee moves to a residence within the required geographic area within 6 months of the hiring of the Eligible Full Time Employee.

c. "Full Time Equivalent" Employees (the "FTE's") shall be the number arrived at by dividing the total hours paid by the Applicant to their Eligible Full Time Employees during a Year divided by 2080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one Eligible Full Time Employee shall not exceed 40 hours per week. Salaried employees shall be presumed to have been paid on the basis of 40 hours per week.

6. Representations and Warranties of the Applicant:

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

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

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

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

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

7. Representations and Warranties of the City:

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

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

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

8. Certification of the Applicant:

The Applicant certifies to the City that it has not filed nor does it intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for the Facility.

9. Conditions to Loan Closing:

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

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

b. The Applicant shall have delivered to the City:

(1) Evidence of Good Standing of the Applicant from the Nebraska Secretary of State.

(2) A copy of the current and correct Articles or Certificate of Organization and Operating Agreement of the Applicant certified by an officer of the Applicant to be correct;

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

c. In order to secure the Loan and the Repayment, the Applicant shall have delivered to the City a Deed of Trust (the "Deed of Trust") covering the Facility. The Deed of Trust shall be in the form of the attached "Exhibit B". The City will consider subordinating the Deed of Trust to the Applicant's lender at the request of the Applicant, as long as (i) there is sufficient equity in the Facility to cover all liens against the Facility, and (ii) the Applicant presents to the City a recent financial statement that indicates that the Applicant has sufficient resources to cover the amount secured by the Deed of Trust.

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

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

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

10. Annual Reports:

The Applicant shall annually, within 60 days of the end of each Year, provide to the Administrator a report in form and substance acceptable to the Administrator which calculates the Annual Job Credit for the Year (the "Annual Report"). The Administrator shall have the right at any time to (i) require that the Annual Reports be reviewed at the Applicant's expense by a Certified Public Accountant reasonably acceptable to the Administrator, or (ii) hire, at the Administrator's own expense, an independent Certified Public Accountant or other business or financial expert, to review the books and records of the Applicant pertaining to the Annual Report and any other terms and conditions as provided for in this Agreement. If after a review or audit of the Applicant's records it is discovered that the Annual Job Credit claimed on the Annual Job Credit Report exceeds 10% of the Annual Job Credit as determined by the Administrator, then the Administrator may require the Applicant to reimburse the Fund for the actual cost of the audit.

11. Default:

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

- a. Failure to comply with any of the terms of this Agreement, the Note or the Deed of Trust, to include an assignment not permitted under this Agreement.
- b. Any warranty, representation or statement made or given to the City by the Applicant proves to have been false in any material respect when made or given.
- c. Dissolution or liquidation of any of the Applicant, the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant.
- d. The Applicant ceases to conduct its business or moves the Facility.

12. Assignability:

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

13. Confidentiality:

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

14. Notices:

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

- a. If to the City:

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

- b. If to the Applicant:

Walther Investment, LLC
52944 N US Highway 131
Three Rivers, MI 49093
Fax: (308) 630-0701
Attention: Josh Reeves

15. Miscellaneous:

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

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

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

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

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

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

[Signature page to follow]

**Signature Page to Economic Development Assistance Agreement between
the City of Scottsbluff, Nebraska and Walther Investment, LLC**

City of Scottsbluff, Nebraska

Walther Investment, LLC

By: _____
Economic Development
Program Administrator

By: Jason M. C. Jones
Title: President

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Reports2

Council to consider approval of the Second Supplemental Agreement for public improvements with Menard, Inc. and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, City Manager

SECOND SUPPLEMENTAL AGREEMENT FOR PUBLIC IMPROVEMENTS

This Second Supplemental Agreement for Public Improvements (“Agreement”) is made on June __, 2017, between City of Scottsbluff, Nebraska, a Municipal Corporation (the “City”) and Menard, Inc., a Wisconsin corporation (the “Owner”).

Recitals:

a. The Owner owns the following described real estate located within the City (the “Real Estate”):

Lots 1 through 6 of Menards Subdivision, a Subdivision of the City of Scottsbluff, Nebraska.

b. The City and Owner have entered into prior agreements related to the development of the Real Estate, including a Contract for Public Improvements dated May 21, 2007, a No-Contest Agreement dated June 16, 2008 and Supplemental Contract dated September 15, 2008, all of which are collectively called the previous agreements.

c. The Owner has caused certain improvements to be constructed, including Delta Drive, 21st Avenue, 25th Avenue and 20th Street (“Improvements”) however, portions of the Improvements have been determined to be deficient and not constructed according to City’s requirements.

d. The City and the Owner have now come to an understanding on how to complete the Improvements in order for them to meet and/or exceed the City’s requirements and agree to work together to reconstruct the Improvements according to the terms of this Agreement in order for the City to accept the Improvements and complete the Owner’s obligations under the previous agreements.

Agreement:

1. The Improvements which will be repaired, reconstructed and/or constructed, all at the Owner’s cost, shall include:

a. Mill and overlay Delta Drive from 21st Avenue to 25th Avenue in an amount not to exceed \$142,927.20.

b. Construct new intersection at Delta Drive and 25th Avenue in an amount not to exceed \$51,840.00.

c. Remove and replace four curb inlets, as set forth on page 9 of the Engineer's report in an amount not to exceed \$20,000.00.

2. All of the above not to exceed amounts include construction and engineering and must be completed for the Improvements to meet requirements of the City and for the City to accept the Improvements.

3. The parties agree the City shall complete, through its engineer or a special engineer appointed strictly for this purpose, the bidding, contracting and construction of the Improvements according to a contract between the City and the lowest responsible contractor to construct, repair or reconstruct the Improvements. The contract between the City and lowest responsible contractor shall include the Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (the "Improvements Contract"). The Owner shall pay all costs for the engineer, bidding and construction which is estimated not to exceed \$214,767.20. The Owner shall be provided copies of the bids and contract and shall be allowed input into the process to award the bid. The City agrees to share all information regarding the qualifications of the bidding entities and to confer with Owner in order to obtain the Owner's consent prior to awarding the bid, however, the City shall be the sole entity to determine the lowest responsible bid, approval of the Improvements Contract and acceptance of the Improvements.

4. In the event the bid of the lowest responsible bidder is more than the do not exceed amounts in this Agreement, then the Owner shall have the right to submit a written objection to the City prior to the City accepting the bid. The written objection must be submitted to the City no later than 7 business days from the date notice of the lowest responsible bid is sent to the Owner from the City. Once the written objection is received by the City, the parties will have 5 business days to meet and confer about the objection and attempt to reach a resolution about the bid and the Improvements Contract. If the parties are unable to reach a resolution within 5 business days, then the parties may either mutually agree to extend the time to reach a resolution for an additional 5 business days or either party may terminate this Agreement by written notice to the other party. In the event this Agreement is terminated by either party, then parties may exercise their rights under the Contract for Public Improvements, No-Contest Agreement and Supplemental Contract referred to herein.

5. Approval of all payments for the Improvements shall be subject to the terms of the Improvements Contract. At such time as a payment has been approved by the engineer or special engineer retained by the City for management and completion of the Improvements, the Owner shall be provided with a copy of the approved payment application. The Owner agrees to pay the approved amount to the City within 30 business days of the Owner's receipt of the approved application (each, a "Payment").

6. In the event that the Owner fails to make the Payment when due, then the City shall have a cause of action against the Owner for collection of the amount due. In addition, the unpaid portion of the Payment shall carry interest at the rate of 5% per annum from the due date of the Payment. Any notice under this paragraph shall be deemed properly sent if sent by certified mail, postage prepaid, to the Owner as follows:

Menard, Inc.
Attn: Properties Division
4777 Menard Drive
Eau Claire, WI 54703

7. The City and the Owner agree once the bid has been accepted, the Improvements Contract entered into and the Improvements completed, the City will accept the Improvements as the right of way and streets of the City and the City will work with the contractor on any warranty issues with the Improvements.

8. This Agreement shall run with the Real Estate and shall be binding on the successors and assigns of the parties. It shall be construed according to the laws of Nebraska.

City of Scottsbluff, Nebraska

By _____
Mayor

Attest:

City Clerk

Menard, Inc., a Wisconsin corporation

By: 

(Title)

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Resolut.1

Council to consider a Resolution to establish the Active Living Advisory Committee.

Staff Contact: Nathan Johnson, City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SCOTTSBLUFF,
NEBRASKA:**

Establishment of Active Living Advisory Committee

PURPOSE:

To provide a forum for community collaboration and input to the tri-cities of Scottsbluff, Gering, and Terrytown: Public Works, Parks and Recreation Departments, Law Enforcement, other city staff, and Elected Officials about “active living” community development and design principles. Active living is a way of life and a community culture that integrates physical activity into daily routines through transportation, recreation, and neighborhood choices that support walking, biking, active play, and healthy options for all abilities and ages. The committee supports the tri-city’s ongoing efforts to improve sidewalks and intersections, calm traffic, and expand the network of bike routes and walking trails and stands ready to serve as a resource and liaison among all groups seeking input and diversified group representation.

POLICY:

It is the policy of the Scottsbluff, Gering, and Terrytown communities to seek community input into policies and projects that support healthy and active behaviors and lifestyles. To that end, this Active Living Advisory Committee is commissioned by the tri-cities to provide community input and recommendations as to City development and design that promote active living.

SELECTION AND TERM OF COMMISSION MEMBERS:

Committee will consist of members representing broad segments of the community with expertise and interest in active living community design, public health, health care, and multi-modal transportation, including biking, walking, and transit. Geographically diversified community representatives will be appointed by each of the three city councils for a total of eight-an ideal makeup of three from Scottsbluff, three from Gering, and two from Terrytown, with the allowance that this combination may not always be possible. A representative from City Planning, Public Works, Parks and Recreation, Public Safety, or Law Enforcement shall serve on the Committee. The Committee shall establish such bylaws, rules, procedures, terms, offices, and reporting as are necessary for the Committee to serve the function identified.

EFFECTIVE DATE:

The Active Living Advisory Committee shall be effective on the signing of this resolution.

OVERSIGHT:

Scottsbluff-Gering-Terrytown Active Living Advisory Committee - May 2017

- The City Planning Departments will have responsibility for oversight and support of this committee with Panhandle Public Health District charged with the overall coordination of the meetings and meeting minutes. Meeting minutes will be provided to each of the city councils reporting continuous committee progress.

Regularly Scheduled Meetings: Monthly, dates and times to be determined by the group

Responsibilities Include:

- Active Living Advisory Committee members are appointed by city council members from Scottsbluff, Gering, and Terrytown communities to serve as advocates and advisors to the tri-cities on projects and programs that help citizens safely incorporate physical activity into their daily routines.
- The committee is charged with:
 - Moving the Action Planning work product strategies to fruition:
 - Safe Active Transportation on All Travel Ways
 - Creating Collaborative Community Ownership
 - Complete Streets: Planning for a Safer, More Connected, Healthier Community
 - Seeking Funding Opportunities
 - Assisting city staff with public education and outreach activities that promote active transportation and an active lifestyle
 - Supporting wellness and health promotion in workplaces, schools, and other institutions
 - Assisting city staff with outreach to specific user groups, such as seniors, teens, the physically disabled, vulnerable and diverse populations to encourage an active lifestyle

PASSED AND APPROVED THIS ____ DAY OF JUNE, 2017.

ATTEST:

City Clerk

Mayor

Scottsbluff-Gering-Terrytown Active Living Advisory Committee - May 2017

**Gering-Scottsbluff-Terrytown
Active Living Advisory Committee (ALAC)
Q&A
Final 6/9/2017**

What is active living?

Active living is a way of life and a community culture that integrates physical activity into daily routines through transportation, recreation, and neighborhood choices that support walking, biking, and using mobility devices (like wheelchairs, walkers, or canes), and that encourage active play and healthy options for all abilities and ages.

What will the ALAC do?

The primary purpose of the ALAC will be to create and improve communication links and resource sharing – between citizens and government, between and within governments and agencies, between governments and granting agencies – to support healthy and active behaviors and lifestyles. The ALAC will not dictate policy; rather, it will serve as a resource and a liaison to assist active living projects or programs. Specific actions the ALAC may take include:

- Moving to fruition the action planning work product strategies developed during the Activate Scottsbluff, Gering, Terrytown stakeholder meetings:
 - Safe Active Transportation on All Travel Ways
 - Creating Collaborative Community Ownership
 - Complete Streets: Planning for a Safer, More Connected, Healthier Community
 - Seeking Funding Opportunities
- Assisting city staff with public education and outreach activities that promote active transportation and an active lifestyle.
- Supporting wellness and health promotion in workplaces, schools, and other institutions.
- Assisting city staff with outreach to specific user groups, such as seniors, teens, the physically disabled, vulnerable and diverse populations to encourage an active lifestyle.

Why does active living matter to our community?

- Public health. Five of the top seven leading causes of death among Nebraskans – cancer, heart disease, stroke, respiratory disease, and diabetes – are strongly linked to behavior, including sedentary living. Living an active life is a personal choice, but it's a choice that is highly influenced by such things as community infrastructure. Making it easier for people to be active makes it more likely they will choose to engage in healthy levels of physical activity.

- **Economics.** In recent surveys, both the Baby Boomer and Millennial generations showed a preference for living in communities that are bikable and walkable. Tourism surveys show a preference for “adventure travel” – including hiking and biking. Improving infrastructure for biking and walking can attract people to our communities and encourage them to stay. Additionally, increased physical activity leads to increased health and a reduction in economic loss due to illness.
- **Safety.** Some of the people who are most at risk for injury and death as pedestrians include children and seniors. Neighborhoods that are designed to encourage walking have lower rates of traffic fatalities for both people on foot and in cars. By ensuring that our communities are designed for our most vulnerable citizens, everyone’s safety is improved.
- **Equity.** Car and truck traffic is important for our economy, but when our community’s transportation systems are designed exclusively for automobiles, people who are unable to drive for legal, financial or medical reasons have difficulty fully participating in society, including getting to school, a job, or the store. Ensuring that people can travel safely on foot, by bicycle and with a mobility device can help every member of our community live a more productive life. A more walkable, bikable community can help give senior citizens and people with disabilities enough independence to enable them to live independently in their own homes.

Why does the proposed ALAC include all three city governments?

- Some of the biggest barriers to a transportation network for people walking or using bicycles or mobility devices - including the North Platte River, railroad tracks, and high-traffic roads - occur at jurisdictional boundaries where inter-jurisdictional cooperation is needed.
- Residents of Gering, Scottsbluff and Terrytown cross city boundaries and may have an interest in and have insight to provide about conditions for walking or using a bicycle or a mobility device where they work, shop and play. Similarly, professionals working within city government can benefit by sharing ideas, plans, programs, lessons learned, and success stories that are unique to this area of western Nebraska.
- The existing Monument Valley Pathway is a hugely important amenity for our communities, and is an example of tri-city cooperation to develop a healthier and more attractive community. The ALAC can build upon and expand this success.

Why is ALAC needed?

- **Coordination and communication.** Many existing departments and committees address some of the subjects relating to active living – streets and public works, parks and recreation, engineering and planning / development, police and public safety, school districts, Valley Visions – but none of them are designed to take a comprehensive view of growing an active living culture in our community. The ALAC can create a channel for good two-way communications between city government and citizens to foster well-informed decisions for improving quality of life and safety. So many programs and projects are happening to support active living in our communities, it can be difficult to keep track of them all. The ALAC can serve as an information hub.
- **Fiscal responsibility.** Ensuring that the needs of all users of transportation infrastructure –including people who walk, bike or use mobility devices – are considered early in street repair and development projects can save money in the long run because facilities will not be as likely to need to be redesigned later. Liability risk to city government can be reduced as well. Cities have been the targets of wrongful death lawsuits for not taking steps to ensure the safety of people who must cross streets on foot.
- **Stability.** Creating a change in culture that will result in a more physically active community will take time. The people who are working on this effort may change. The structure of a committee linked into city governments will help to ensure that the effort is sustained long enough to make a difference.

What will ALAC cost?

There are no direct costs to city government. The Panhandle Public Health District will organize ALAC meetings and communications. Some city staff time will be spent attending ALAC meetings. However, this cost can be mitigated through less staff time needed to gather citizen input. There can be additional cost savings to government if the ALAC can serve as a coordination point for volunteers to assist with such tasks as pedestrian / bicycle traffic counts or communication about sidewalk codes. One of the ALAC's goals is to develop partnerships through which grants or other public-private funding structures can be used to meet community needs, so the committee can have a positive impact on city project budgets.

Where did this proposal come from?

This proposal to form ALAC came out of the Activate Scottsbluff, Gering, Terrytown stakeholder meetings kickstarted through a DHHS grant through the Panhandle Public Health District. The PPHD has facilitated the working group of committed people – including representatives from Scottsbluff and Gering city governments, public health professionals, citizens and social service agencies – that refined this proposal, which is based on similar committees from other Nebraska communities, including Omaha and Sidney.

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Resolut.2

Council to consider a Resolution supporting the Wyoming Water Development Commission Level II study of the Panhandle Alliance Water Supply Project (PAWS) and formation of Governance.

Staff Contact: Nathan Johnson, City Manager

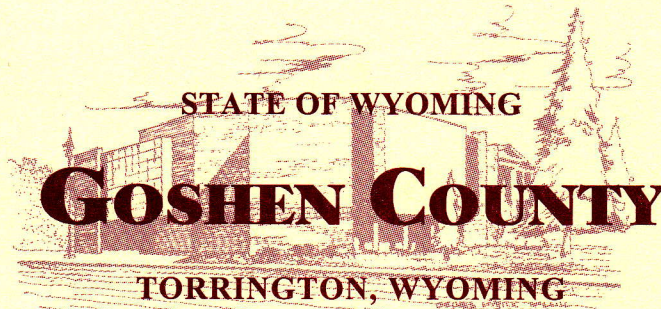


With deteriorating water quality issues facing communities in the North Platte River Basin in southeast Wyoming and western Nebraska, the potential for regional water systems have been discussed and considered in the Valley long before this specific project. The ever-increasing regulatory efforts of the Environmental Protection Agency (EPA), particularly through the National Safe Water Drinking Act, and the effects those have on our fiscal ability to produce quality potable water for our constituents only enhances the benefit of a regional approach to potable water.

PAWS, specifically:

1. May, 2010 - Goshen County and the City of Torrington submitted a Statement of Interest to the Bureau of Reclamation (BUREC)
2. June, 2010 – BUREC invited Submittal of Proposal
3. July, 2010 – Goshen County, City of Torrington, Scotts Bluff County, & City of Scottsbluff Submitted Proposal to BUREC
4. August, 2010 – BUREC Awarded Grant (grants < \$200,000 were funded 100%)
5. December, 2010 – BUREC Appraisal Investigation Agreement executed with Goshen County as the Agreement Sponsor, Ready to Begin
6. Administration of Appraisal Investigation (kick-off meeting was February, 2011):
 - a. Advisory Board – met two times in person
 - b. Project Team – met weekly by conference call until completed
7. Appraisal Investigation was completed November, 2011
8. December, 2014 - After multiple reviews by BUREC the final report was submitted and the Bureau issued their report (BUREC report received in February, 2015).
9. August, 2015 - Goshen County submitted application to WWDC for Level II Study to finalize recommended alternate and complete preliminary design
10. December, 2015 - WWDC & Legislature Select Water Committee approved Level II Study
11. August, 2016 - Agreements approved between parties (Scottsbluff, NE agreed to pay 50% of study costs), and work began
12. Next:
 - a. Further evaluation of water supply and alternatives
 - b. Formation of Governance for the Regional Water System
 - c. September, 2018 - Scheduled completion date for Level II Study

P.O. Box 160
Torrington, WY 82240



Phone (307) 532-4051
Fax (307) 532-7375

RESOLUTION No. 2017-3

A RESOLUTION SUPPORTING THE WYOMING WATER DEVELOPMENT COMMISSION LEVEL II STUDY OF THE PLATTE ALLIANCE WATER SUPPLY (PAWS) PROJECT AND THE FORMATION OF GOVERNANCE FOR A REGIONAL WATER SYSTEM.

W I T N E S S E T H

WHEREAS, the Commissioners of Goshen County, Wyoming recognize that communities in the North Platte River Basin in southeast Wyoming and western Nebraska are experiencing deteriorating water quality and it is becoming increasingly difficult and costly to meet public water quality standards;

WHEREAS, the Commissioners recognize that this trend toward a lack of dependable water quality, if allowed to persist, will limit the ability of the region to sustain current and future growth and economic vitality;

WHEREAS, the Commissioners are aware that in addition to the deteriorating water quality, through the National Safe Water Drinking Act the Environmental Protection Agency (EPA) is requiring monitoring of additional water quality constituents and placing limits on the levels of these constituents in public water systems that will continue to increase the cost of public water supplies;

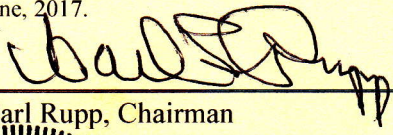
WHEREAS, the Commissioners recognize that the best long-term solution for potable water supply in the Basin is a regional system approach, and that centralized water treatment will assist to off-set the long term cost increases impacting individual communities;

WHEREAS, the Commissioners recognize that a regional solution to domestic water supply will include an upstream water source(s), upstream water treatment, a potable water pipeline, and the wholesale selling of water to each community in lieu of each community attempting to solve the quality issues on their own at a higher cost; and

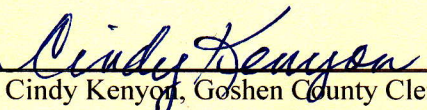
WHEREAS, the Commissioners understand that a regional system will require the formation of an organization to operate the system.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY OF GOSHEN, WYOMING, that the Commissioners hereby reiterate their support for completion of the Level II Study of the Platte Alliance Water Supply (PAWS) Project, and the Commissioners hereby express their full support for the formation of Governance for a regional water system, and whole-heartedly encourage participation from all eligible communities in the Basin.

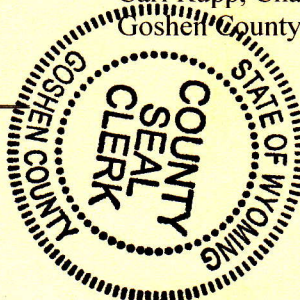
PASSED, APPROVED AND ADOPTED THIS 6th day of June, 2017.



Carl Rupp, Chairman
Goshen County Commission

Attest: 

Cindy Kenyon, Goshen County Clerk



RESOLUTION No. _____

A RESOLUTION SUPPORTING THE WYOMING WATER DEVELOPMENT COMMISSION
LEVEL II STUDY OF THE PLATTE ALLIANCE WATER SUPPLY (PAWS) PROJECT AND THE
FORMATION OF GOVERNANCE FOR A REGIONAL WATER SYSTEM.

W I T N E S S E T H

WHEREAS, the City Council of the City of Scottsbluff, Nebraska recognizes that communities in the North Platte River Basin in western Nebraska and southeast Wyoming are experiencing deteriorating water quality and it is becoming increasingly difficult and costly to meet public water quality standards;

WHEREAS, the Council recognizes that this trend toward a lack of dependable water quality, if allowed to persist, will limit the ability of the region to sustain current and future growth and economic vitality;

WHEREAS, the Council is aware that in addition to the deteriorating water quality, through the National Safe Water Drinking Act the Environmental Protection Agency (EPA) is requiring monitoring of additional water quality constituents and placing limits on the levels of these constituents in public water systems that will continue to increase the cost of public water supplies;

WHEREAS, the Council recognizes that the best long-term solution for potable water supply in the Basin is a regional system approach, and that centralized water treatment will assist to off-set the long term cost increases impacting individual communities;

WHEREAS, the Council recognizes that a regional solution to domestic water supply will include an upstream water source(s), upstream water treatment, a potable water pipeline, and the wholesale selling of water to each community in lieu of each community attempting to solve the quality issues on their own at a higher cost; and

WHEREAS, the Council understands that a regional system will require the formation of an organization to operate the system.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SCOTTSBLUFF, NEBRASKA, that the Council hereby reiterates their support for completion of the Level II Study of the Platte Alliance Water Supply (PAWS) Project, and the Council hereby expresses their full support for the formation of Governance for a regional water system and their intent to participate in the process and system, and hereby encourage participation from all eligible communities in the Basin.

PASSED, APPROVED AND ADOPTED THIS ____ day of June, 2017.

Randy Meininger, Mayor
City of Scottsbluff, Nebraska

Attest: _____
Cindy Dickinson, CMC
City Clerk

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Resolut.3

Council to consider an Ordinance annexing a tract of land known as a part of the SE ¼ of the SE ¼ of Section 15, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, NE (West of Ave. I and 27th St.)

Staff Contact: Nathan Johnson, City Manager

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, ANNEXING A TRACT OF LAND KNOWN AS PART OF THE SE¼SE¼ OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Frank Enterprises, Inc. had requested that property it owns be annexed into the corporate limits of the City of Scottsbluff. The City Council has previously passed an Ordinance annexing two tracts of land owned by Frank Enterprises, Inc., however, there was one additional tract requested to be included into the corporate limits of the City of Scottsbluff. Frank Enterprises, Inc. has requested the following described real estate (the "Real Estate") be included within the corporate limits of the City of Scottsbluff along with the prior real estate that has been annexed:

The SE¼SE¼ of Section 15, Township 22 North, Range 55 West of the 6th P.M., in Scotts Bluff County, Nebraska, EXCEPT Lot 1, Bjorling Addition, a Plat of Vacated Lot 1, Replat of Baltes Addition and part of the SE¼SE¼ of Section 15, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska; AND EXCEPT Lots A & B, a Replat of Lots 2, 3 and 4, Replat of Baltes Addition, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska; AND EXCEPT Lots 1, 2, 3, 4 and 5, Block 1, Baltes Second Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska; AND EXCEPT that part deeded to the City of Scottsbluff, a municipal corporation in Book 191 of Deeds at Page 56, records of Scotts Bluff County, Nebraska.

Section 2. The Real Estate is contiguous or adjacent to the existing corporate limits of the City of Scottsbluff, is urban or suburban in character, and does not constitute agricultural land which is rural in character.

Section 3. The Real Estate is annexed to and included within the corporate limits of the City of Scottsbluff, as of the effective date of this Ordinance.

Section 4. Any map describing the corporate limits of the City of Scottsbluff is amended to provide for the addition of the Real Estate to the corporate limits of the City of Scottsbluff.

Section 5. Frank Enterprises, Inc. has waived the requirements of §16-120 of the Nebraska Revised Statutes, which would otherwise require the City of Scottsbluff to provide to the Real Estate substantially the same services as are provided to other inhabitants of the City.

Section 6. All ordinances, parts of ordinances, resolutions and policies of the City of Scottsbluff in conflict with this Ordinance are repealed.

Section 7. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED AND APPROVED on _____, 2017.

ATTEST:

Mayor

City Clerk (Seal)

Approved as to form:

Deputy City Attorney

NUM PAGES 2
DOC TAX 358.75 PD ☒ CHG ☐ RET ☐
FEES 10.50 PD ☒ CHG ☐ RET ☐
TOTAL _____
CK NUM ck 369.25 BY _____
REC'D Roy Hahn Law Office BY _____

Inst. 2001 - 07010

RECORDED
SCOTTS BLUFF COUNTY, NE

'01 OCT 23 PM 3 56

Roy Hahn
P.O. Box 286
Scottsbluff, NE 69363-0286

NUM INDEX 8-3
COM INTER 8-3
PROMISED 8-3
IMAGED _____

Jean A. Bauer

REGISTER OF DEEDS

TRUSTEES' DEED

U.S. BANK, NATIONAL ASSOCIATION, successor in interest to First Bank, National Association, successor in interest to FirstTier Bank, National Association, successor in interest to Scottsbluff National Bank and Trust Company, Trustee of the Laurence and Lydia Baltes Charitable Trust A and Trustee of the Laurence and Lydia Baltes Charitable Trust B, and THE PANHANDLE SHRINE CLUB, Trustee of the Laurence and Lydia Baltes Charitable Trust A, and THE SCOTTSBLUFF CHAPTER OF THE BENEVOLENT AND PROTECTIVE ORDER OF THE ELKS, Trustee of the Laurence and Lydia Baltes Charitable Trust B, GRANTORS, IN CONSIDERATION OF TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION, received from GRANTEE, FRANK ENTERPRISES, INC., A Wyoming Corporation, convey to GRANTEE the following described real estate (as defined in Neb. Rev. Stat. §76-201):

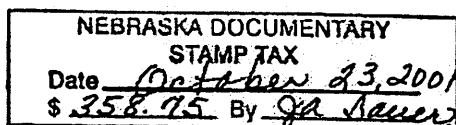
The SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 15, Township 22 North, Range 55 West of the 6th P.M., in Scotts Bluff County, Nebraska, EXCEPT Lot 1, Bjorling Addition, a Plat of Vacated Lot 1, Replat of Baltes Addition and part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 15, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska; AND EXCEPT Lots A and B, a Replat of Lots 2, 3 and 4, Replat of Baltes Addition, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska; AND EXCEPT Lots 1, 2, 3, 4 and 5, Block 1, Baltes Second Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska; AND EXCEPT that part deeded to the City of Scottsbluff, a municipal corporation in Book 191 of Deeds at Page 56, records of Scotts Bluff County, Nebraska,

subject to easements, restrictions, reservations and rights-of-way of record.

GRANTORS covenant with GRANTEE, that GRANTORS are:

- (1) Lawfully seized of such real estate and that they are free from encumbrances;
- (2) Have legal power and lawful authority to convey the same;
- (3) Warrant and will defend title to the real estate against any acts of the GRANTORS.

Executed: October 11, 2001.



U.S. BANK, NATIONAL ASSOCIATION, Successor in interest to First Bank, National Association, successor in interest to FirstTier Bank, National Association, successor in interest to Scottsbluff National Bank and Trust Company, Trustee of the Laurence and Lydia Baltes Charitable Trust A and Trustee of the Laurence and Lydia Baltes Charitable Trust B,

By: [Signature]
Title: Asst. Vice President

THE PANHANDLE SHRINE CLUB, Trustee of the Laurence and Lydia Baltes Charitable Trust A,

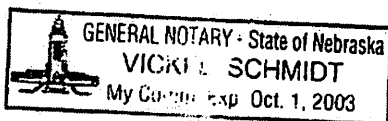
By Norm R. Gregorby, Jr.
President

THE SCOTTSBLUFF CHAPTER OF THE BENEVOLENT AND PROTECTIVE ORDER OF THE ELKS, Trustee of the Laurence and Lydia Baltes Charitable Trust B,

By Fred W. Ruff
Exalted Ruler
By David Schram
Chairman of the Board

STATE OF NEBRASKA, County of Scotts Bluff: ss.

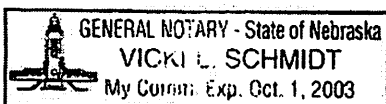
The foregoing instrument was acknowledged before me this 11 day of October, 2001 by Leland A. Judy, Assistant Vice Pres. of U.S. Bank, National Association, successor in interest to First Bank National Association, successor in interest to FirstTier Bank, National Association, successor in interest to Scottsbluff National Bank and Trust Company, Trustee of the Laurence and Lydia Baltes Charitable Trust A and Trustee of the Laurence and Lydia Baltes Charitable Trust B, on behalf of the Bank as Trustee.



Vicki L. Schmidt
Notary Public

STATE OF NEBRASKA, County of Scotts Bluff: ss.

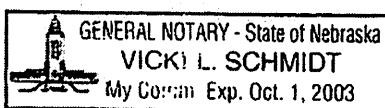
The foregoing instrument was acknowledged before me this 11 day of October, 2001 by Norm R. Gregorby, Jr., President of The Panhandle Shrine Club, Trustee of the Laurence and Lydia Baltes Charitable Trust A, on behalf of said Trustee.



Vicki L. Schmidt
Notary Public

STATE OF NEBRASKA, County of Scotts Bluff: ss.

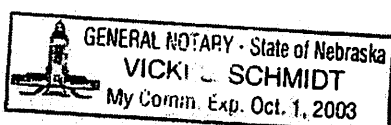
The foregoing instrument was acknowledged before me this 11 day of October, 2001 by Fred W. Ruff, Exalted Ruler of The Scottsbluff Chapter of the Benevolent and Protective Order of the Elks, Trustee of the Laurence and Lydia Baltes Charitable Trust B on behalf of said Trustee.



Vicki L. Schmidt
Notary Public

STATE OF NEBRASKA, County of Scotts Bluff: ss.

The foregoing instrument was acknowledged before me this 11 day of October, 2001 by David Schram, Chairman of the Board of The Scottsbluff Chapter of the Benevolent and Protective Order of the Elks, Trustee of the Laurence and Lydia Baltes Charitable Trust B on behalf of said Trustee.



Vicki L. Schmidt
Notary Public



City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Resolut.4

Council to remove from the table the item regarding the Ordinance amending the Scottsbluff Economic Development Plan to provide for additional qualifying businesses.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Resolut.5

Council to consider the Ordinance amending the Scottsbluff Economic Development Plan to provide for additional qualifying businesses (third reading).

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE SCOTTSBLUFF ECONOMIC DEVELOPMENT PLAN TO PROVIDE FOR ADDITIONAL QUALIFYING BUSINESSES.

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

1. The City Council, has by Ordinance, adopted an Amended Economic Development Plan (the "Plan"), which was effective as of October 1, 2015.
2. The Citizen Advisory Committee has recommended an amendment to the Plan as provided for in this Ordinance, and the City Council has held a public hearing on the recommended amendment.
3. Paragraph 3.a. of the Plan is amended to add the following Qualifying Businesses:
 - (9) Construction and rehabilitation of housing pursuant to a Workforce Housing Plan, as provided for below.
 - (10) Retail trade, but only if the principal source of income is from retail sales of product(s) manufactured on the premises from which the sales take place; provided, the total amount of incentives devoted to retail trade shall not exceed the limits provided for by Nebraska law.
4. Paragraph 4 of the Plan is amended to add the following eligible economic activity:
 - (11) Grants or loans for the construction or rehabilitation for sale or lease of housing as part of a Workforce Housing Plan, as provided for below.
5. The following new paragraph 5 is added to the Plan:

5. Workforce Housing Plan:

“Workforce Housing Plan” means a program to construct or rehabilitate single-family housing or market rate multi-family housing which is designed to address a housing shortage that impairs the ability of the City to attract new businesses or impairs the ability of existing businesses to recruit new employees. In connection with the Workforce Housing Plan:

- a. The City has participated in a Multi-County Regional Housing Study (the “Housing Study”) conducted by Hanna:Keelan Associates, P.C. for Western Nebraska Economic Development Interlocal Group. The Housing Study covered Scotts Bluff, Morrill and Kimball Counties, and communities within those Counties, to include the City. The Housing Study found that the current housing stock in the City and Scotts Bluff

County, including both single-family and market rate multi-family housing, was deficient in numbers and quality, and that the City has a housing shortage.

b. The Workforce Housing Plan is intended to include all single-family housing and market rate multi-family housing. No special provisions for housing for persons of low or moderate income are provided for.

c. Due to the lack of available housing within the City and Scotts Bluff County, existing businesses have difficulty in recruiting new employees; and

d. Construction costs, and the cost of providing infrastructure for housing (to include streets and utilities) are adversely impacting the ability to find housing for persons seeking new or rehabilitated housing in the City.

6. The existing paragraphs 5 through 11 of the Plan shall be renumbered as paragraphs 6 through 12. Except as modified by the above Amendment, all other portions of the Plan shall remain in effect.

7. This Ordinance was approved by a two-thirds vote of the members of the City Council. It shall become effective upon its passage, approval and publication. Publication shall be in pamphlet form.

Passed and approved on _____, 2017.

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Resolut.6

Council to consider an Ordinance amending sewer user fees including surcharge for stormwater, solid waste collection and water service fees (second reading).

Staff Contact: Nathan Johnson, City Manager

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING SEWER USER FEES AT CHAPTER 6 ARTICLE 6, INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS, AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT CHAPTER 6 ARTICLE 6, AND WATER SERVICE FEES AT CHAPTER 6 ARTICLE 6, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 6-6-19 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-19. Minimum charge.

Each user shall pay a sewer service charge in the minimum amount of \$43.15 which shall cover the first 10,000 gallons of water consumed by the user during the bimonthly billing period as determined in Chapter 18. Each user shall pay an additional charge of \$3.19 per each 1,000 gallons of water consumed in excess of 10,000 gallons during the applicable billing period. Provided, however, wholesale users shall pay 92.5% of the charges provided in this paragraph.

The rates and fees provided for in this section shall be effective with respect to all connections, installations and billings after December 22, 2017.

Section 2. Section 6-6-20 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-20. Private water supply.

With respect to users having a private water supply which is discharged into the City's sanitary sewer system, sewer service charges shall be calculated as follows:

- (1) Commercial and industrial users shall meter their water supply at their expense and their sanitary sewer use charge shall be based on the quantity of water consumed on the premises from all sources.
- (2) Single-family residential users within the city limits shall pay \$52.80 per bimonthly period.
- (3) Single-family residential users outside the city limits shall pay \$88.40 per bimonthly period.
- (4) Multi-family residential users shall pay \$76.01 per dwelling unit per bimonthly period.

The rates and fees provided for in this section shall be effective with respect to all connections, installations and billings after December 22, 2017.

Section 3. Section 6-6-22 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-22. Surcharge.

- (1) There will be a \$2.50 per billing cycle surcharge fee to all residents of the city for stormwater regulatory requirements and the use, upkeep and maintenance of the city's stormwater collection system.
- (2) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to \$0.52 per pound for the first ten thousand (10,000) pounds of excess B.O.D. per billing cycle (or up to the limit of their contract with the City), and a surcharge of \$1.05 for all additional excess B.O.D. per billing cycle. A contribution of more than twelve thousand (12,000) pounds of excess B.O.D. per billing cycle, in the absence of a contract, shall subject the user to the sanctions and penalties provided in this Chapter. Users with a contract who exceed the limits of their contract may also be subject to the sanctions and penalties provided in this Chapter.
- (3) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to \$0.06 per pound of excess suspended solids per billing cycle.
- (4) The expression "per billing cycle" as used in this section means the period for which the sewer service charge is payable.
- (5) The rates and fees provided in this section shall be effective with respect to connections, installations and billings after December 22, 2017.

Section 4. Section 6-6-23 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-23. Residential.

The minimum bimonthly charges for collection and disposal service to residential units for solid waste and the single stream recycling program all of which is contained in approved containers shall be as follows, effective for all billings made after December 22, 2017:

One-family unit (including mobile homes with an individual water or sewer connection) \$42.52

One-family two container unit (including mobile homes with an individual water or sewer connection) \$97.23

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)	
Bimonthly Rate Per Unit	
2 to 4 units	42.52
5 to 6 units	38.21
7 to 10 units	36.11
11 to 16 units	33.99
17 to 39 units	31.80
40 to 59 units	29.68
60 or more units	27.64

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 after December 22, 2017.

Section 5. 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	\$10.99	\$43.96
1.5 cubic yard	\$14.66	\$58.63
3.0 cubic yard	\$27.89	\$111.57

The rates and fees provided in this section shall be effective with respect to usage for which billings are made after December 22, 2017

Section 6. Section 6-6-27 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-27. Special Collections and Additional Containers.

Upon request, the City may, but is not required to, make special collections of solid waste or deliver additional containers for residents having an event. When a special collection is made, the charges shall be as follows:

Residential 90 gallon roll-out trash container.....	\$11.00
Residential yard waste container.....	\$11.00
Each appliance.....	\$26.00

When notified of an event such as a picnic, fund raiser, craft fair, party, collection point for recycling or other non routine event and an additional container is requested, the charges shall be as follows:
90 gallon - \$11.00 rental fee per container and \$11.00 for dump per container
1.5CY - \$12.65 rental fee per container and \$12.65 for dump per container
3CY - \$24.07 rental fee per container and \$24.07 for dump per container

The charges for the collection of other solid waste shall be based on volume as measured by the capacity of a standard ½ ton pickup truck. There shall be a minimum charge of \$11.00. If the volume of solid waste as estimated by the representative of the Sanitation Department exceeds to capacity of a standard ½ ton pickup truck, the charge shall be \$31.00 for each pickup load.

Section 7. 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	\$2.352
10,001 to 20,000	\$1.914
20,001 to 60,000	\$1.907
60,001 to 100,000	\$1.886
Over 100,000	\$1.869

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"	\$23.52	10,000
1"	\$42.66	20,000
1½"	\$80.78	40,000
2"	\$109.38	55,000
3"	\$175.40	90,000
4"	\$268.90	140,000
6"	\$380.90	200,000
8"	\$567.43	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 1.5 times the minimum charges listed above. Provided, whole sale water use and sale shall be sold at an agreed upon amount as set by the City Council for charges outside the City limits.

The rates and fees provided for in this section shall be effective with respect to all connections, installations, and billings after December 22, 2017.

Section 8. Existing Sections 6-6-19, 6-6-20, 6-6-22, 6-6-23, 6-6-24, 6-6-27, 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 22, 2017. 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 become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 2017.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Resolut.7

Council to consider an Ordinance amending the fees at Fairview cemetery (second reading).

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE FOR THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE IN REGARD TO EXEMPTION FEES AT CHAPTER 5, ARTICLE 1, AND CEMETERY FEES AT CHAPTER 6, ARTICLE 6, ADDING FEES FOR MAUSOLEUM AND COLUMBARIUM, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 6-6-11 of the Scottsbluff Municipal Code is amended to provide as follows:

“6-6-11 Burial spaces, Mausoleum spaces and Columbarium; Fairview Cemetery.

Effective October 1, 2017, the purchase price of burial spaces, mausoleum spaces and columbarium in Fairview Cemetery shall be as follows:

Addition	Section	Lot	Space	Price
Original Cemetery	All	All	All	600.00
First	All	All	All	600.00
Second	All, except B & C	All	All	600.00
Second	B	All	Infant	100.00
Second	B	All	Adult	600.00
Third	Replat of A	All	All	600.00
Replat of Third	B	All	All	600.00
Third	C	All	Infant	100.00
Replat of Third	C	All	Infant	100.00
Replat of Third	Replat No. 1 of D	All	All	600.00
Replat of Third	Replat No. 2 of E & F and part of D	568 to 738, incl. (Whole spaces only)	All	600.00
Replat of Third	Replat No. 2 of E & F and part of D	568 to 738, incl. (Half spaces only)	Infant, cremation	350.00
Third	Replat of G	1 to 51, incl.	A, B, C, and D	600.00
Third	Replat No. 2 of G	1-A to 1-D, incl.	All	600.00
Third	Replat of G	4 to 29, incl. and 37 to 49, incl.	E, F, G, and H	600.00
Alleyways	All	All		600.00

Mausoleum - Single \$3,300.00
Double \$4,400.00

Columbarium - Single: Niche* \$600.00
Double: Niche* \$900.00

*Price of cremation niches includes inscription”

Section 2. Section 5-1-13 of the Scottsbluff Municipal Code is amended to provide as follows:

“5-1-13. Burial vaults; required; exemption.

All bodies interred in Fairview Cemetery shall be enclosed within a burial vault constructed of concrete, metal or fiberglass, except as herein provided. Upon a request in writing for an exemption from such requirement, signed by the survivor(s) by whom burial arrangements are being made, the requirement shall be waived by the Cemetery Supervisor:

- (1) if the Supervisor shall find in writing the deceased held, or that such survivor(s) hold a belief, based upon religious or philosophical grounds, that a body should not be interred within any container constructed of material (other than wood) which will impede disintegration of the body,
- (2) if such survivors(s), prior to interment shall pay into the cemetery fund of the City an additional fee in the amount of five hundred fifty dollars (\$550.00) to hold the City harmless from the expense of additional maintenance of the grave or adjacent areas which may become necessary because of the absence of a burial vault; and
- (3) if the body is interred in a container constructed of wood.”

Section 3. Section 6-6-12 of the Scottsbluff Municipal Code is amended to provide as follows:

“6-6-12. Service charges; Fairview Cemetery.

The following charges shall be made for services rendered by the City in Fairview Cemetery:

Grave opening and closing, adult	\$550.00
Grave opening and closing, infant	150.00
(Limited to rough box not to exceed 50" in length)	
Saturday (A.M. only opening and closings, additional charge	500.00
Cremation burial	250.00
Disinterment, adult	1,000.00
Disinterment, infant	800.00
Disinterment, cremation	550.00
Foundation fee	150.00
Recorded deed (in addition to fees of Register of Deeds)	50.00
Monument Permit Fee	100.00
Perpetual care	200.00
Second Right of Interment (cremains on existing graves)	300.00
<u>Entombment Charges</u>	
Mausoleum: Opening and closing	550.00
Columbarium: Opening and closing	250.00
Saturday (A.M. only opening and closings, additional charge)	500.00
Tent set up	200.00”

Section 4. Previously existing Sections 5-1-13, 6-6-11 and 6-6-12 of the Scottsbluff Municipal Code and all other Ordinances and parts of Ordinances in conflict herewith are repealed. Provided, however, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on _____, 2017.

Mayor

ATTEST:

City Clerk (Seal)

Approved to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Resolut.8

Council to consider amending prior Ordinance 4060 regarding committed funds for specific uses for purposes of the Governmental Accounting Standards Board Statement No. 54 (second reading).

Staff Contact: Nathan Johnson, City Manager

AN ORDINANCE AMENDING PRIOR ORDINANCE NO. 4060 ~~RELATING TO COMMITTING~~ FUNDS FOR SPECIFIC USES, INCLUDING CATEGORIZING FUNDS AS COMMITTED FUNDS FOR PURPOSES OF THE GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 54; REPEALING ANY AND ALL ORDINANCES INCONSISTENT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

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

1. On September 21, 2011 the City Council for the City of Scottsbluff, Nebraska passed Ordinance No. 4060 to set forth committed funds according to Tthe Governmental Accounting Standards Board (GASB) ~~has adopted~~ Statement No. 54 - Fund Balance Reporting and Governmental Fund Type Definitions that change the definitions and financial reporting treatment of certain reserves and committed funds.

2. The City of Scottsbluff, Nebraska, after several years of practice has several ~~longstanding~~ funds that have been committed to certain purposes based on the Mayor and City Council's stated intent which has changed from time to time and now want to set forth the fund and its actual use in this Ordinance. ~~at the time the fund was created.~~

3. The Mayor and City Council ~~now~~ establish the Cemetery Fund as a special revenue fund with committed sources of revenue that shall include money from the purchase of permits, recordings, opening of graves, sale of assets, sale of plots, and foundation fees. This fund shall be used to pay for the operations of the cemetery, such as mowing, seeding, chemicals, and other expenditures of the cemetery.

4. The Mayor and City Council ~~now~~ establish the Cemetery Perpetual Care Fund as a special revenue fund with committed sources of revenue that shall include money from property taxes, motor vehicle taxes, and perpetual care charges. This fund shall be used only for the maintenance and improvement of the cemetery.

5. The Mayor and City Council ~~now~~ establish the Special Projects Fund as a special revenue fund with committed sources of revenue that shall include money from insurance claims~~-, retail business occupation taxes and general fund grant revenues and recreation fees for use of the soccer field.~~ This fund shall be used to pay for ~~an~~ expenditures specifically tied to a revenue source, such as insurance claim receipt used to pay for repair of City owned property of the revenue source.

6. The Mayor and City Council ~~now~~ establish the Business Improvement District Fund as a special revenue fund with committed sources of revenue that shall include money received from property taxes and motor vehicle taxes. This fund shall be used to pay for the operations and maintenance of the city's parking lots and uses set forth in Neb. Rev. Stat. §19-3315.01.

7. The Mayor and City Council ~~now~~ establish the Public Safety Fund as a special revenue fund with committed sources of revenue that include money received from property taxes and motor vehicle taxes. This fund shall ~~be only~~ used only to pay for purchasing and maintaining public safety equipment, software and contractual services relating to public safety and for purchasing real estate for police or fire facilities.

8. The Mayor and City Council ~~now~~ establish the Industrial Sites Fund as a special revenue fund with committed sources of revenue that shall include money received from the sale of land farm or City owned assets. The funds shall be used to pay for operations related to, ~~such as irrigation taxes and fertilizer for~~ the city's industrial sites.

9. The Mayor and City Council ~~now~~ establish the Regional Library Fund as a special revenue fund with committed sources of revenue that shall include state aid and lender compensation. The funds shall be used to supplement the library budget operation costs.

10. The Mayor and City Council establish the Capital Projects Fund as a special revenue fund with committed sources of revenue that include money received from property taxes and motor vehicle taxes. This fund shall only be used for general fund department capital improvements including small equipment and vehicle purchases.

11. The Mayor and City Council establish the Mutual Fire Organization Fund as a special revenue fund with committed sources of revenue that include money received from a mutual finance organization and state aid. The funds shall be used for purposes of financing operational and equipment needs for fire protection, emergency response or training within their joint areas of operation.

12. The Mayor and City Council shall determine, with input from the Finance Director and City Manager, the dollar amounts attributed to each fund after the end of each fiscal year.

| 1~~4~~³. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

| Passed and approved on ~~September 19~~^{June}____, 201~~4~~⁷.

Attest:

Mayor

City Clerk (Seal)

ORDINANCE NO. _____

AN ORDINANCE AMENDING PRIOR ORDINANCE NO. 4060 RELATED TO COMMITTED FUNDS FOR SPECIFIC USES, INCLUDING CATEGORIZING FUNDS AS COMMITTED FUNDS FOR PURPOSES OF THE GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 54; REPEALING ANY AND ALL ORDINANCES INCONSISTENT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

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

1. On September 21, 2011 the City Council for the City of Scottsbluff, Nebraska passed Ordinance No. 4060 to set forth committed funds according to the Governmental Accounting Standards Board (GASB) Statement No. 54 - Fund Balance Reporting and Governmental Fund Type Definitions that change the definitions and financial reporting treatment of certain reserves and committed funds.
2. The City of Scottsbluff, Nebraska, after several years of practice has several funds that have been committed to certain purposes based on the Mayor and City Council's stated intent which has changed from time to time and now want to set forth the fund and its actual use in this Ordinance.
3. The Mayor and City Council establish the Cemetery Fund as a special revenue fund with committed sources of revenue that shall include money from the purchase of permits, recordings, opening of graves, sale of assets, sale of plots, and foundation fees. This fund shall be used to pay for the operations of the cemetery, such as mowing, seeding, chemicals, and other expenditures of the cemetery.
4. The Mayor and City Council establish the Cemetery Perpetual Care Fund as a special revenue fund with committed sources of revenue that shall include money from property taxes, motor vehicle taxes, and perpetual care charges. This fund shall be used only for the maintenance and improvement of the cemetery.
5. The Mayor and City Council establish the Special Projects Fund as a special revenue fund with committed sources of revenue that shall include money from insurance claims, retail business occupation taxes and general fund grant revenues. This fund shall be used to pay for expenditures specifically tied to a revenue source, such as insurance claim receipt used to pay for repair of City owned property.
6. The Mayor and City Council establish the Business Improvement District Fund as a special revenue fund with committed sources of revenue that shall include money received from property taxes and motor vehicle taxes. This fund shall be used to pay for the operations and maintenance of the city's parking lots and uses set forth in Neb. Rev. Stat. §19-3315.01.
7. The Mayor and City Council establish the Public Safety Fund as a special revenue fund with committed sources of revenue that include money received from property taxes and motor vehicle taxes. This fund shall be used only to pay for purchasing and maintaining public safety equipment, software and contractual services relating to public safety and for purchasing real estate for police or fire facilities.
8. The Mayor and City Council establish the Industrial Sites Fund as a special revenue fund with committed sources of revenue that shall include money received from the sale of land or City owned assets. The funds shall be used to pay for operations related to the city's industrial sites.
9. The Mayor and City Council establish the Regional Library Fund as a special revenue fund with committed sources of revenue that shall include state aid and lender compensation. The funds shall be used to supplement the library budget operation costs.
10. The Mayor and City Council establish the Capital Projects Fund as a special revenue fund with committed sources of revenue that include money received from property taxes and motor vehicle taxes. This fund shall only be used for general fund department capital improvements including small equipment and vehicle purchases.
11. The Mayor and City Council establish the Mutual Fire Organization Fund as a special revenue fund with committed sources of revenue that include money received from a mutual finance organization and state aid. The funds shall be used for purposes of financing operational and equipment needs for fire protection, emergency response or training within their joint areas of operation.
12. The Mayor and City Council shall determine, with input from the Finance Director and City Manager, the dollar amounts attributed to each fund after the end of each fiscal year.
13. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

Passed and approved on June ___, 2017.

Attest:

Mayor

City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Resolut.9

**Council to consider an Ordinance updating the Scottsbluff
Municipal Code to include the 2017 National Electric Code.**

Staff Contact: Nathan Johnson, City Manager

Agenda Statement

Item No.

For meeting of: 6-19-17

AGENDA TITLE: Update the 2014 National Electrical Code to the 2017 National Electrical Code. Refer to section 4-2-33 of the Scottsbluff Municipal Code.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Nathan Johnson

SUMMARY EXPLANATION: In April, 2017, the State of Nebraska formally adopted the 2017 National Electrical Code (NEC). Governor Ricketts signed the bill in May, 2017, the bill becomes the State Electrical Code on August 1, 2017. I request that the City of Scottsbluff update from the 2014 National Electrical Code to the 2017 National Electrical Code.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends City Council approve the resolution.

EXHIBITS

Resolution x Ordinance Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH ELECTRICITY, AMENDING THE SCOTTSBLUFF MUNICIPAL CODE SECTION 4-2-33, ADOPTING THE 2017 NATIONAL ELECTRICAL CODE, SUBJECT TO CERTAIN STIPULATED MODIFICATIONS, REPEALING THE FORMER SECTION, AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Section 4-2-33 of the Scottsbluff Municipal Code is amended to provide as follows:

“4-2-33. National Electrical Code; adopted.

The 2017 Edition of NFPA 70, National Electrical Code, as published by the National Fire Protection Association, is adopted for the purpose of establishing rules and regulations for the construction, alteration, maintenance and removal of all equipment within or on all buildings, private or public, within the area of City jurisdiction. Reference to “the National Electrical Code” or “the electrical code” throughout the Municipal Code shall mean this code. Except for those portions specifically excluded or modified by this or other sections of the Municipal Code, the National Electrical Code is adopted in this section by reference. The construction, alteration, maintenance and removal of all electrical equipment shall comply with the National Electrical Code and with additional requirements as are prescribed in this Article. One (1) copy of the National Electrical Code shall be on file in the City Clerk’s office.”

Section 2. Prior section 4-2-33 of the Scottsbluff Municipal Code is repealed. Section 4-2-33 of the Scottsbluff Municipal Code is hereby amended, provided this Ordinance shall not be construed to effect any causes of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

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

PASSED AND APPROVED on _____, 2017.

Mayor

ATTEST:

City Clerk (Seal)

Approved as to form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, June 19, 2017

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

City of Scottsbluff, Nebraska

Monday, June 19, 2017

Regular Meeting

Item Exec2

Council may consider entering into a closed session for Protection of the Public Interest: Subject Matter- Real Estate Purchase.

Reason- Discussion of strategy in purchasing a parcel of land for future landfill.

Staff Contact: City Council