

CITY OF SCOTTSBLUFF
Scottsbluff City Hall Council Chambers
2525 Circle Drive, Scottsbluff, NE 69357
CITY COUNCIL AGENDA

Regular Meeting
October 15, 2018
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Closed Session
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. Consent Calendar (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately)
 - a) Approve the minutes of the October 1, 2018 Regular Meeting.
 - b) Council to set a Town Hall Meeting at City Hall, Monday, October 29, 2018 at 6:00 p.m. for an educational forum regarding LB 357.
 - c) Council to acknowledge a sewer claim from Mike and Marsha Green. The City Council will not take any action on the claim.
8. Claims:
 - a) Regular claims
9. Public Hearings:
 - a) Council to conduct a public hearing at 6:00 p.m. to consider the Class I Liquor License for Goonies Sports Bar & Grill, LLC dba Goonies Sports Bar & Grill, 1802 East 20th Place, Scottsbluff, NE and forward a recommendation to the Nebraska Liquor Control Commission
 - b) Council to make a recommendation to the Nebraska Liquor Control Commission naming Paul A. Guhn as the Liquor License Manager of Goonies Sports Bar & Grill.
10. Resolution & Ordinances:

- a) Council to consider a Resolution rescinding Resolution No. 18-02-03 regarding the City's LB840 participation with the City of Gering Industrial Park Development and rescind action taken on January 16, 2018 allocating up to \$1 million LB840 funds for matching LB518 Rural Workforce Housing Grants.
- 11. Reports from Staff, Boards & Commissions:
 - a) Council to receive an update on negotiations with the Riverside Discovery Center Contract.
 - b) Council discussion and instruction to staff pertaining to school zones.
 - c) Council to consider the Administrative and Operational Agreement for Hazardous Materials Response Services between the State of Nebraska, Acting by and through the Nebraska Emergency Management Agency and Scottsbluff Fire Department and authorize the Mayor to execute the Agreement.
 - d) Council to consider an Economic Development Agreement for Prime Metal Products.
 - e) Council to consider an Interlocal Agreement for the Scottsbluff Infrastructure Agency and its Board members to be appointed in December.
 - f) Council to receive a report on committees that are coming up for appointment in December.
- 12. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person
- 13. Council reports (informational only):
- 14. Scottsbluff Youth Council Representative report (informational only):
- 15. Adjournment.

City of Scottsbluff, Nebraska

Monday, October 15, 2018

Regular Meeting

Item Exec1

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

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, October 15, 2018

Regular Meeting

Item Consent1

Approve the minutes of the October 1, 2018 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on October 1, 2018 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on September 28, 2018, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on September 28, 2018.

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

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

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

Mayor Meininger welcomed the University School of Nursing.

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

- a) "The minutes of the September 17, 2018 Regular Meeting be approved,"
 - b) "Member appointments to boards and commissions be approved,"
 - c) "A Public Hearing be set for October 15, 2018 at 6:00 p.m. to consider a Class I Liquor License for Goonies Sports Bar & Grill, LLC dba Goonies Sports Bar & Grill, 1802 East 20th Place, Scottsbluff, NE. YEAS," Colwell, Meininger, McCarthy, and Gonzales" "NAYS," Shaver.
- Absent: None.

Moved by Council Member Shaver, seconded by Mayor Meininger, "that the following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated October 1, 2018, as on file with the City Clerk and submitted to the City Council," "YEAS," Meininger, Shaver, McCarthy, Gonzales, and Colwell. "NAYS," None. Absent: None.

CLAIMS

AIR EVAC EMS, INC, CENSUS MEMBERSHIPS 10/1/18 10/1/19,7550; AMAZON. COM HEADQUARTERS, MISC.,2082.17; AMERICAN PUBLIC WORKS ASSOCIATION,SCHOOLS & CONF,200; ANITA'S GREENSCAPING INC,CONT. SRVCS.,242; ANTHONY J MURPHY,PER DIEM FOR ARSON CONFERENCE,130; AUTOZONE STORES, INC,EQUIP MTNC,22.56; B & H INVESTMENTS, INC,DEP. SUP - LIBRARY,50; BAILEY POTTERY EQUIPMENT CORP,LB840 GRANT - DER TOPHER,3050.92;BEELINE SERVICE INC,SUPP - FLARE PIPE,86.56; BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL,956.25; BLUFFS SANITARY

SUPPLY INC.,DEPT SUPP,351.67; BROWN, MATTHEW,SCHOOLS & CONF-PD,25; CARR-TRUMBULL LUMBER CO, INC.,SUPP - HEM FIR,11.26;CELLCO PARTNERSHIP,CELL PHONES-PD,776.19; CHRIS BRANNAN,UNIFORMS & CLOTHING,125; CITIBANK N.A.,SUPP - INK CART. & PAPER,582.62; CITY OF SCB,PETTY CASH,62.11; CLARK PRINTING LLC,PRGRM.,135; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,LIFE & ACCIDENT INS,48.7; CONTRACTORS MATERIALS INC.,SUPP - EXPANSION JOINT,188.65; CREATIVE SITES LLC,BCI BURKE PLAYGROUND STRUCTURE,29000;CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACHMENT,218.06; CYNTHIA GREEN,DEPT SUPP ADM,360.35; DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,2146.02;DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,126.48; DAVIS LARRY,CONTRACTUAL PK,1000; DEINES IRRIGATION, INC,GROUND MAINT PK,5070.68; DELL MARKETING LP,10 MONITOR MOUNTS - ECITATION,539.9; DELL MARKETING, LP,DESKTOP DOCK AND ACCESSORIES - FIRE CHIEF,307.02;DUANE E. WOHLERS,EQUIP MTNC,1678.9; ENERGY LABORATORIES, INC,SAMPLES,135; ENSEMBLE SOLUTIONS GROUP,WIRELESS ANTENNA/MOUNT - ECITATION,20763.22;FEDERAL EXPRESS CORPORATION,POSTAGE,924.16;FIRST STATE BANK,PAYDOWN WARRANTS,99231.63;FLOYD'S TRUCK CENTER, INC,REPAIRS TO D.TRUCK,3312.42; GATCH RICK,UNIFORMS & CLOTHING,114.74;GENERAL ELECTRIC CAPITAL CORPORATION,DEPT SUP,942.06; GREENKEEPER COMPANY, INC,DEPT SUPP,4972; HAWKINS, INC.,CHEMICALS,5067.81; HULLINGER GLASS & LOCKS INC., DEPT SUPP PK,13; HYDRONIC WATER MANAGEMENT,EQUIP. MAIN.,425;IDEAL LAUNDRY AND CLEANERS, INC.,JANITORIAL SUPP PK,1049.8; INDEPENDENT PLUMBING AND HEATING, INC,GROUND MAINT PK,244.1;INFINITY CONSTRUCTION, INC.,42ND STREET - AVE I TO 5TH AVE,269686.83; INGRAM LIBRARY SERVICES INC,BKS.,1659.22;INTERNAL REVENUE SERVICE,WITHHOLDINGS,60106.8;INTERNATIONAL PUBLICMANAGEMENT ASSOCIATION-HR,POLICE PROMOTION EXAMS,225; INTRALINKS, INC,CONTRACT SERVICES - LIBRARY,191.22;J G ELLIOTT CO.INC.,PUBLIC OFFICIAL BONDS (N.JOHNSON & E.HILYARD),1750;JOHN DEERE FINANCIAL,SUPP - IMPACT & DRILL DRIVER KIT,445.91; JOHN DEERE FINANCIAL,DEPT SUPP PK,110.43; JOHN DEERE FINANCIAL,EQUIP MTNC,321.52; KEEP SCOTTSBLUFF-GERING BEAUTIFUL,CONTRACTUAL SVC,5828.94; KIESEL, ROB,SCHOOLS & CONF-PD,25; KIRK BERNHARDT,CONTRACTUAL,500;KNOW HOW LLC,EQUIP MTNC,1457.51;KRIZ DAVIS,ELECT. SUPP - CLAMP METER,512.06; LEAGUE ASSOCIATION OF RISK MANAGEMENT, FY18-9 INSURANCE PREMIUMS,643199.19; LUCKINBILL BENJAMIN,SCHOOLS & CONF-PD,50; M.C. SCHAFF & ASSOCIATES, INC,PROF. SERVICES - 42ND ST. (AVE I TO 5TH AVE),35936; MACQUEEN EQUIPMENT INC,STANCHIONS FOR TOWER 1,62.03; MAILFINANCE INC,MONTHLY LEASE,148.76; MAIN STREET APPLIANCE,DISH WASHER PARTS,80;MASSIE ROYCE,SCHOOLS & CONF-PD,25; MENARDS, INC,SUPP - SOCKET SETS, BLADES, CLIPS, ELECT. TAPE,532.52; MIDLANDS NEWSPAPERS, INC, LEGAL PUBLISHING, 1809.58; MONUMENT PREVENTION COALITION, CONTRACTUAL- PD, 939.94; NATHAN JOHNSON, ICMA CONFERENCE EXPENSES,267.88; NAT'L LEAGUE OF CITIES,MEMBERSHIP DUES FY18-19,1533.67; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1350.55; NE DEPT OF REVENUE,TAXES,31520.1;NEBRASKA PUBLIC POWER DISTRICT,ELECTRICITY,31784.27; NEBRASKALAND TIRE, INC,EQUIP MTNC,574.2; NEMNICH AUTOMOTIVE,EQUIP MTNC,79.5; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT,61.67;OREGON TRAIL

COMMUNITY FOUNDATION, INC,2018 OLD WEST BALLON FEST,10027.93; OREGON TRAIL PLUMBING, HEATING & COOLING INC,CONTRACTUAL SVC,560; PAGE MY CELL LLC,DISPATCH TO TEXT SUBSCRIPTION,600; PANHANDLE AREA DEVELOPMENT DISTRICT,FY18-19 DUES,11656.6; PANHANDLE COOPERATIVE ASSOCIATION,FUEL,103; PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,330.5; PANHANDLE HUMANE SOCIETY,CONTRACTUAL,5174.59; PANHANDLE PARTNERSHIP FOR HEALTH & HUMAN SERVICES,SCHOOLS & CONF-PD,120; PANHANDLE RC&D,FY18-19 MEMBERSHIP,300;PEACEFUL PRAIRIE NURSERY, INC,DEPT SUP,444.48; PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,15034.95;POLAR EXPRESS HVAC/R LLC,EQUIP MAINT,546.04; POSTMASTER,POSTAGE,618.76;PROTEX CENTRAL, INC.,FIRE ALARM SERVICE,268; REGANIS AUTO CENTER, INC,EQUIP MTNC,1285.37; REGIONAL CARE INC,CLAIMS,123262.36;REGIONAL WEST MEDICAL CENTER,KING TUBE AIRWAY,42.82; REGISTER OF DEEDS, LEGAL CEM, 100; RIVERSIDE ZOOLOGICAL FOUNDATION, CONTRACTUA, 87500; ROOSEVELT PUBLIC POWER DISTRICT, ELECTRICITY, 1645.89; ROSE DREW, INC,DEP. SUP.,538.68;RUSSELL INDUSTRIES INC,EQUIP MAINT,4596.75; S M E C,EMPLOYEE DEDUCTION,160; SANDBERG IMPLEMENT, INC,EQUIP MAINT PK,51.84; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,195; SCHOLASTIC INC.,BKS.,518.32; SCOTTS BLUFF COUNTY,FY18-19 COMMUNICATIONS INTERLOCAL AGREEMENT,82418; SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,238; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,504; SHERIFF'S OFFICE,LEGAL FEES-PD,200.66; SHERWIN WILLIAMS,PAINT SUPP - PAINT BEADS,1234;SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,7356.08; SNELL SERVICES INC.,EQUIP. MAIN.,1982.1; STANDS ALEX,SCHOOLS & CONF-PD,25; STATE HEALTH LAB,SAMPLES,723; SUBWAY 6906,RECRUITMENT,53.31;SUPERIOR SIGNALS, INC,EQUIP MTNC,435.53;THE PEAVEY CORP,INVEST SUPPL-PD,72.25;TRAFFIC PARTS, INC,TRAFFIC SIGNAL SUPP - PED H/MAN,4620.8;TRANS IOWA EQUIPMENT LLC,EQUIP MTNC,1302.47;TYLER TECHNOLOGIES, INC,UB ONLINE FEES - (10/1/18 - 10/31/18),348;UNION BANK & TRUST,RETIREMENT,36649.74; US BANK,REGISTRATION FEE FOR WORK ZONE CLASS,2657.87; WESTERN COOPRTATIVE COMPANY,DEPT SUPP CEM,1314; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08;WYOMING FIRST AID & SAFETY SUPPLY, LLC,FIRST AID KIT SUPPLIES,48.84; ZAMARRIPA, TOM,UNIFORMS & CLOTHING,99.98; REFUNDS: ALVARO VILLANUEVA, 41.32; MARIA JENKINS, 3.13.

Mayor Meininger read the Proclamation naming October as Manufacturing Month as requested by Governor Pete Ricketts. Ms Starr Lehl, Economic Development Director, stated the second annual manufacturing day is Friday, October 5, 2018 at WNCC. There are 124 people registered; 100 of the registrants are students representing five area schools, which is a big increase from last year.

Council introduced Ordinance No. 4237 charging fees for inbound and outbound materials at the compost facility which was read by title on third reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF DEALING WITH DISPOSAL OF TREES, BRUSH AND YARD WASTE AT CITY DISPOSAL SITES, AMENDING THE SCOTTSBLUFF MUNICIPAL CODE SECTION 6-6-26, EXEMPTING YARD WASTE AND TREE DISPOSAL FROM A CITIZEN'S RESIDENCE, SETTING FORTH RATES AND CHARGES FOR ACCEPTING COMMERCIAL AND NON-RESIDENTIAL YARD WASTE AND TREE DISPOSAL, REPEALING THE FORMER SECTION, PROVIDING FOR PUBLICATION IN PAMPHLET FORM AND PROVIDING FOR AN EFFECTIVE DATE.** There were no additional comments from the public regarding this Ordinance.

Moved by Mayor Meininger, seconded by Council Member Colwell “to adopt Ordinance No. 4237 charging fees for inbound and outbound materials at the compost facility,” “YEAS,” McCarthy, Gonzales, Colwell, and Meininger. “NAYS,” Shaver. Absent: None.

City Manager Johnson explained to Council that the Lease Agreements with Telecom West, Inc. for their wireless antennae systems on the Airport and Cemetery Water Towers are coming up for renewal. The Cemetery tower revenue is \$150.00 per month, plus one internet service connection valued at \$75.00, totaling \$225.00 per month. The Airport tower revenue is \$225.00 per month; each individual contract is \$2700.00 per year or \$5,400.00 for two years, totaling \$10,800.00. Council Member Shaver asked if the City was at the maximum return, with Mr. Johnson stating, yes, that Telecom West was not willing to go any higher. Council Member McCarthy made the motion, seconded by Council Member Gonzales “to approve the renewal of the Lease Agreements with Telecom West, Inc. for their wireless antennae systems on the Airport and Cemetery Water Towers and authorize the Mayor to execute the agreement,” “YEAS,” McCarthy, Gonzales, Colwell, and Meininger. “NAYS,” Shaver. Absent: None.

Mr. Johnson introduced an amendment to Jason and Sami Webb’s LB840 agreement. The Webb’s would like to change their fulltime equivalent employee hours to 32 hours per week. Mr. Jason Webb explained that his fulltime employees work less than 40 hours per week, but they get full time benefits. It was put into motion by Council Member Gonzales, seconded by Council Member Colwell “to approve the request from Jason and Sami Webb to modify their LB840 agreement,” “YEAS,” Gonzales, Colwell, Meininger, Shaver, and McCarthy. “NAYS,” None. Absent: None.

Chief of Police, Kevin Spencer, approached Council regarding the electronic speed signs in Downtown Scottsbluff, by the request of Council Member Shaver. Chief Spencer gave an explanation of North and Southbound reports pertaining to the digital signs in the 1700 block of Broadway. The Northbound sign report registered the average speed in that area to be 18 mph and in one month 43,547 inbound and 44,972 outbound vehicles traveled Broadway. Council Member Shaver asked Chief Spencer if he thought the sign helped. Chief Spencer acknowledged that it does; as he comes to work down Broadway over the tracks, in his unmarked vehicle, cars are slowing down. Regarding the Southbound sign, the only difference is that the inbound and outbound vehicles are substantially higher, (199,975/189,499) but that is because data shows more than one month on the report. Chief Spencer stated there are a total of four signs on Broadway, with two more recently installed near the college. He commented he would like to see more digital solar signs, but they are more expensive and would like to see more signs on 27th Street by the high school.

Mr. Dave Schaff, project manager of the Platte Alliance Water Supply (PAWS) explained to Council that they are looking for a governance board, with one representative from every community that would be able to update the Members on the progress of the project. This group’s focus would be to help set and negotiate water rights for Wyoming and Nebraska and be able to solidify applications for funding. During discussion, Council Member Shaver expressed concern about funding, due to verbiage in the agreement, about how participating communities could bind together and form a majority that might not benefit Scottsbluff. City Attorney Hadenfeldt explained that if that happened, Scottsbluff could get out of the agreement.

Mr. Johnson advised Council that this interlocal agreement gives them the right to appoint a member and alternate to the board and with the pending election coming up, asked if they would want to elect a member now or wait until the reorganization meeting in December. Mayor Meininger encouraged Council to find someone who takes an interest in the future of the City to be on the board, with Council Member Shaver adding it should be an elected and not an appointed official. Mayor Meininger made a motion, seconded by Council Member McCarthy “to approve the Nebraska Platte Alliance Water Supply Interlocal Agreement and authorize the Mayor to sign the agreement,” “YEAS,” Meininger, McCarthy, Gonzales, and Colwell. “NAYS,” Shaver. Absent: None.

Regarding the Enhanced NPPD Professional Retail Operations Agreement, Mr. Johnson went over provisions which have been revised from the prior agreement. One provision considers term and effective date, extending the agreement thru 2043. Another provision identifies changes with lease payment collections. With this modified agreement, the City can start collecting lease payments from tax supported entities and can increase the lease payment from 12% to 12.5% with a one half percent increase per year for four years, capping at 14%. Mr. Johnson stated, starting January 1, 2019 bills would show lease payment amounts and the City would get monthly, instead of quarterly payments. During discussion, Mayor Meininger expressed concern about timing and how that would affect tax supported entities budgets. Ms. Terry Rajewich, with NPPD, explained to Council that the entities would be notified within 90 days and that solar could be offered as an option with the caveat of possibly locking in some of the lowest rates in the country. Council Member Shaver, seconded by Council Member Gonzales made the motion "to approve the Enhanced NPPD Professional Retail Operations Agreement and approve Resolution No. 18-10-01," "YEAS," Shaver, McCarthy, Gonzales, and Colwell. "NAYS," Meininger. Absent: None.

Resolution No. 18-10-01

RESOLUTION APPROVING EXTENSION OF PROFESSIONAL RETAIL OPERATIONS AGREEMENT

WHEREAS, the City owns its electric distribution system, and WHEREAS, the amendment to extend the term of the Professional Retail Operations Agreement on file with the Council has been proposed by Nebraska Public Power District (NPPD) and fully discussed and explained, and

WHEREAS, it is determined that it would be desirable to enter into said amendment to the Professional Retail Operations Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The said amendment to the Professional Retail Operations Agreement is approved and the Mayor is authorized to execute it, and the City Clerk to attest it on behalf of the City.
2. Notice of this transaction shall be given by publication once each week for three (3) successive weeks, of the following Notice:

NOTICE OF TRANSACTION

The Council has approved a Resolution authorizing execution on behalf of the City of an amendment to the Professional Retail Operations Agreement (Agreement) between Nebraska Public Power District and the City of Scottsbluff, Nebraska. The Agreement is on file with the City Clerk and available for inspection. It contains provisions summarized as follows:

1. The City will extend the lease of its electric distribution system to Nebraska Public Power District for a term of not less than fifteen (15) years from the effective date of the amendment and not more than twenty-five (25) years; provided, if either party terminates the Agreement at any time between year fifteen (15) and year twenty-five (25) of the term, the City will continue to take service from NPPD under

NPPD's standard Wholesale Power Contract, and such Wholesale Power Contract shall remain in effect through the remainder of the twenty-five (25) year term.

2. During the term of the Agreement, NPPD will pay to the City an amount equal to twelve percent (12%) of the retail revenues from the electric distribution system, adjusted to eliminate revenues from tax-supported agencies, fuel cost, and similar adjustments. NPPD will maintain the electric distribution system, will make payments in lieu of taxes as required by law, and will provide insurance, as set out in the Agreement.

This Notice will be published once each week for three (3) successive weeks. If, within thirty (30) days after the last publication thereof, a referendum petition signed by qualified electors of the City equal in number to at least twenty percent (20%) of the votes cast at the last general municipal election shall be filed with the City Clerk, this transaction shall not become effective until it has been approved by a vote of the electors. If no such petitions are filed, the transaction shall become effective at the expiration of said thirty (30) day period.

ATTEST:

City Clerk

CITY OF Scottsbluff, NEBRASKA

By: _____
Mayor

Under Council Reports, Mayor Meininger stated the Senior Center will meet on October 9th and the 911 Advisory Board will meet October 10th. Also, Zuercher will go live on October 23rd. Council Member Gonzales stated PADD will meet on October 11th.

It was put into motion by Council Member Shaver, seconded by Council Member Colwell "to adjourn the meeting at 6:48 p.m.," "YEAS," McCarthy, Gonzales, Colwell, Meininger, and Shaver. "NAYS," None. Absent: None.

Mayor

City Clerk

"SEAL"

City of Scottsbluff, Nebraska

Monday, October 15, 2018

Regular Meeting

Item Consent2

Council to set a Town Hall Meeting at City Hall, Monday, October 29, 2018 at 6:00 p.m. for an educational forum regarding LB 357.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, October 15, 2018

Regular Meeting

Item Consent3

Council to acknowledge a sewer claim from Mike and Marsha Green. The City Council will not take any action on the claim.

Staff Contact: City Council

City of Scottsbluff

CITIZEN INCIDENT REPORT

All tort claims under the Political Subdivisions Tort Claims Act and sections 16-727, 16-728, 23-175, 39-809, and 79-610 shall be filed with the clerk, secretary, or other official whose duty it is to maintain the official records of the political subdivision, or the governing body of a political subdivision may provide that such claims may be filed with the duly constituted law department of such subdivision. It shall be the duty of the official with whom the claim is filed to present the claim to the governing body. All such claims shall be in writing and shall set forth the time and place of the occurrence giving rise to the claim and such other facts pertinent to the claim as are known to the claimant.

Date: 9/9/18

Date and location of Incident: 314 E. 27th St. 8/24/18

Claimant Name: Mike & Marsha Green Phone: 632-5202

Address: 1818 3rd Ave City: Scottsbluff State and Zip: NE 69361

City Department Contact: _____

Narrative of what happened: _____

On August 24, 2018, at approximately 12:45 pm our tenant, Meera Scribner, called to say she had just walked downstairs to clean and there was a small puddle of water. I asked her to check the water heater, water softener, toilet, sink shower etc. for a possible source. She found nothing. I called Pipe Works Plumbing and asked them to go over. Within 30 minutes the basement was covered with sewer water coming in the floor drain. When Levi Reinmuth went over to check the situation he found that there was no water being used inside the home but the floor drain was bubbling sewer water. He called the city. When the city employee arrived, he lifted the manhole lid in the front yard to find the city main sewer was plugged. The city then brought a big truck to clear the pipe and once that was cleared, the water drained immediately. It was up to my ankles by the time the city cleared the line. The basement is finished completely with 8 month old plank flooring and fresh paint. Consolidated Services was called to clean up the sewer mess and make the necessary repairs to the walls, floors and painting. I have attached photos of the process and the invoices for the repair.

Thank you

Estimated amount of damages \$ #16,810.89 (attach estimates)

Attachments: Photos: ✓ Estimates: ✓ Medical Bills: 0

Witnesses: Levi Reinmuth, plumber 641-0481
Meera Scribner, Contact Information:
tenant - 631-1915
Bob Sargent, Cons. Services 631-8211

Citizen insurance information: _____

Reported by (city staff): _____

Received Date: _____

Signature of Claimant(s): [Signature] Marsha Green

SUBMIT TO: KIM WRIGHT, CITY CLERK, CITY OF SCOTTSBLUFF
2525 CIRCLE DRIVE, SCOTTSBLUFF, NE 69361

From: Bob Sargent bobsargent1974@gmail.com
Subject: Rental Sewage Loss Mitigation & Repairs
Date: September 6, 2018 at 3:37 PM
To: Marsha Green marshag9@gmail.com

BS

Hi Marcia,
Attached:

- 1) Billing cover page
- 2) Mitigation & dry out billing \$7,264.11
- 3) Sewage loss repair estimate \$9,546.78

Please call or E-mail if you have questions.
We started the drywall repairs today!
We will need you to pick out the wall paint color & flooring if you have time.

Thank you,
Bob Sargent



Consolidated Services, Inc.

1224 Broadway
Scottsbluff, Nebraska 69361
(308) 632-7466
1-800-657-2166
FAX: (308) 632-4996

INVOICE

Michael & Marcia Green
1818 3rd Ave.
Scottsbluff, NE 69361

September 6th, 2018

RE: Rental - Sewage Loss
Tenant: Meera Serinder 637-1315
314 East 27th Street
Scottsbluff, NE 69361

Page # 1

DESCRIPTION	QNT	EA	PRICE	TOTAL
Sewage Loss - Repair Estimate Dated 9/6/2018 (Not completed to Date)				\$ 9,546.78
Sewage Loss - Mitigation & dry out dated 9/6/2018 (Completed to Date)				\$ 7,264.11
Mitigation and Estimated Sewage Loss				\$ 18,810.89
BILLING				
Mitigation & Dry Out	Completed to Date			\$ 7,264.11
50 % Down Payment	Repair Estimate			\$ 4,773.39
Billing	Total Amount Due			\$ 12,037.50
Note: Items to address				
A) Content cleaning, replacement & or repairs to be determined. Tenants contents are Not included.				



Specialists in Restoration, Cleaning & Construction



GREEN-M-
MITIGATIO...al Draft.pdf



GREEN-M-
REPAIRS_...al Draft.pdf

Memo

To: Kimberley Wright, City Clerk
From: Lynn Garton, Water Reclamation Supervisor
CC: Mark Bohl, Public Works Director
Date: 8/27/18
Re: 314 East 27th Street Sewer Call

At approximately 2:00 p.m. on August 24, 2018 Vicky Thomason received a call from Levi Reinmuth with Pipeworks Plumbing indicating that he was returning from a job in Mitchell to respond to a sewer call from the property owner at 314 East 27th Street. The property owner had indicated that she was experiencing gurgling and smell from their floor drain. Levi asked that we please check our mainline prior to his arrival.

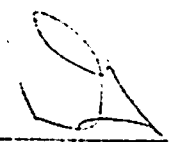
Robbie Burke along with Bridger Twombly responded to the site at approximately 2:10 p.m. Robbie checked both manholes at East 27th Street and East 26th Street. The manhole at East 27th Street had standing water while the other had a slow flow. Robbie felt that this could indicate a possible backup in the city sewer main and returned to the Treatment Facility to retrieve the Jet/Vac truck and return to the area to perform cleaning of the mainline. The crew proceeded to perform cleaning of the line and at approximately 175 feet experienced resistance in the line. Once they began to pull back the jet hose they visualized large amounts of paper towel or wet wipes, and then retrieved a piece of PVC pipe (see photo) that could have been the cause of holding up the debris within the line. Once the debris was removed flows returned to normal.

Robbie made contact with the property owner initiating the original call to Levi and presented them with a Backup Packet giving them instruction on filing a claim if they felt they had one, and how to clean after an event like this.

It should be noted that earlier this year the Scottsbluff High School construction project located directly across East 27th Street from the manhole that water was found standing in, was tapped for a new service lateral from the new addition. This new 8 inch lateral could have been the cause for the entry of the piece of pipe that was found within the cities mainline.

On Monday, August 27th the collection crew returned to the area to conduct a televised inspection of the mainline in question. The inspection revealed that the line was clean with no other obstructions observed.

City of Scottsbluff
Wastewater Treatment Plant Sewer Call Work Record

Reviewed by Supervisor: 

Date: 8-24-18 Time of Call: 2:00 pm Received By: Vickie Given to: Rebbie Time Given: 3:00 pm

Caller: Levi's W/PIPEWORKS PL Phone #: _____ Owner if Known: _____

Location / Address: 314 E 27th St

Work Request: The customer called Levi - said their sewer is gurgling - smell. Please check the City main.

WORK PERFORMED

Field employees must answer all items numbered 1 through 13 and turn the Work Record over to the Wastewater Supervisor for Review.

1) Time of Arrival: 2:10 pm

2) Upon arrival, the following manholes were checked to determine what was happening in the City's collection system:

Between	And...	On (What St or Ave)	Flow in Manholes: Write what was found below.	Picture Taken Yes or No
Example: E 16th St	E 17th St	12th Ave	Normal	Yes
27th Ave	26th Ave	26th Ave	Standing water in MHT on 27th Ave	Yes
			Low flow in MHT on 26th Ave	

3) After checking manholes, what additional work was performed to correct this problem:

____ I informed the customer that they will need to contact a plumber to assist them with their private lines as the City's manholes have been checked in the area and the flow is okay. Who did you inform _____
or ____ I informed the plumber that they will need to take a closer look at the customer's private lines as the City's manholes have been checked in the area and the flow is okay. Who did you inform _____
or Cleaning performed: Jetted from MHT on 26th Ave to MHT on 27th Ave, to open line. Pulled back normal debris and what looked like baby wipes / hand towels, and chunk of PVC pipe.

4) What did you find in the sewer lines or manholes? (grease/toilet paper, etc) _____

5) Number of feet jetted: 380 ft

6) If jetting was performed and the flows in manholes were normal, explain why we went ahead and jettted the City's main lines.

7) Did this location have flooding or damage occur of some sort? Yes X No _____ Unsure _____

8) If yes or unsure, did you provide them with the City's Letter from Management and EPA Brochure? yes

9) Who did you give the letter and brochure to? property owner

10) Date Completed: 8-24-18 11) Personnel Time Involved 2 12) Sewer Jet Hrs Involved 1.5

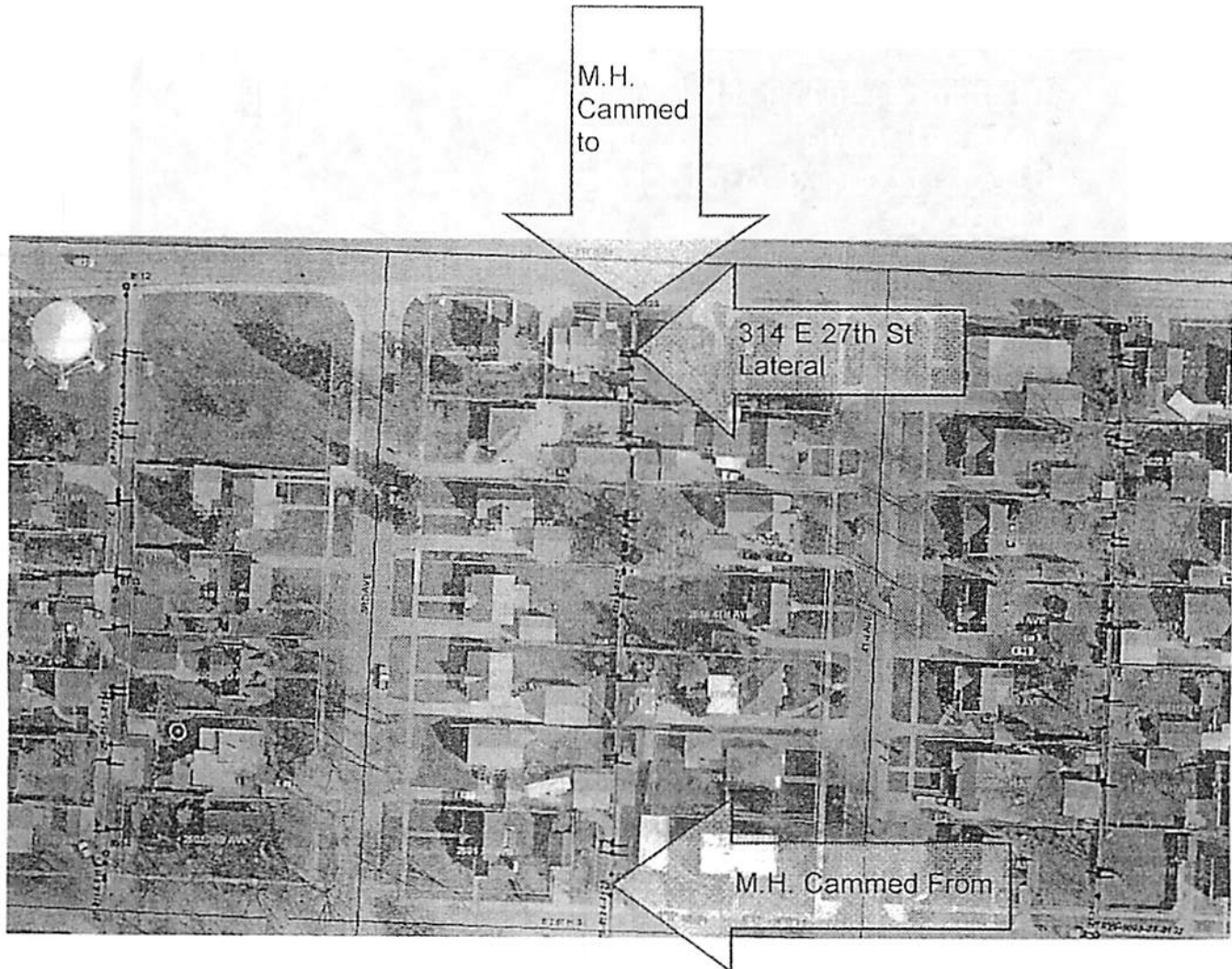
13) Work Performed By: Kate Kite

REMINDER, please do not put work order away until secretary has initialed it after recording.

Secretary initial here AK

Record # 0824191

Map View Report





City of Scottsbluff
2525 Circle Drive
Scottsbluff Ne, 69361
(308) 632-4136

Still Image Report



D:\Media\Photos\SEWER CALLS-Manhole '8123'-Manhole '8124'-Lateral Live at 401.9 ft..JPG
8/27/2018

City of Scottsbluff, Nebraska
Monday, October 15, 2018
Regular Meeting

Item Claims1

Regular claims

Staff Contact: Liz Hilyard, Finance Director



City of Scottsbluff, NE

Expense Approval Report

By Vendor Name

Post Dates 10/02/2018 - 10/15/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00393 - ACTION COMMUNICATIONS INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
INTERNET SERVICE (10/1/18 - 1...	DEPARTMENT SUPPLIES				55.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					55.00
Fund: 631 - WASTEWATER					
INTERNET SERVICE (10/1/18 - 1...	DEPARTMENT SUPPLIES				55.00
Fund 631 - WASTEWATER Total:					55.00
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:					110.00
Vendor: 09663 - ALARM SECURITY TECHNICIANS					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				14.95
Fund 111 - GENERAL Total:					14.95
Vendor 09663 - ALARM SECURITY TECHNICIANS Total:					14.95
Vendor: 06781 - ASSURITY LIFE INSURANCE CO					
Fund: 713 - CASH & INVESTMENT POOL					
LIFE INS	LIFE INS EE PAYABLE				32.95
Fund 713 - CASH & INVESTMENT POOL Total:					32.95
Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:					32.95
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				340.00
Fund 725 - CENTRAL GARAGE Total:					340.00
Vendor 04575 - AUTOZONE STORES, INC Total:					340.00
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
Dep. sup. - LIBRARY	DEPARTMENT SUPPLIES				40.50
Fund 111 - GENERAL Total:					40.50
Vendor 00295 - B & H INVESTMENTS, INC Total:					40.50
Vendor: 08787 - BEEHIVE INDUSTRIES,LLC					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				5,625.00
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				2,800.00
Fund 111 - GENERAL Total:					8,425.00
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				5,625.00
Fund 631 - WASTEWATER Total:					5,625.00
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				5,625.00
Fund 641 - WATER Total:					5,625.00
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				5,625.00
Fund 661 - STORMWATER Total:					5,625.00
Vendor 08787 - BEEHIVE INDUSTRIES,LLC Total:					25,300.00
Vendor: 04893 - BROWN'S SHOE FIT, CO.					
Fund: 641 - WATER					
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING				154.08
Fund 641 - WATER Total:					154.08
Vendor 04893 - BROWN'S SHOE FIT, CO. Total:					154.08

Expense Approval Report

Post Dates: 10/02/2018 - 10/15/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				38.00
Fund 111 - GENERAL Total:					38.00
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:					38.00
Vendor: 04577 - CENTER POINT INC					
Fund: 111 - GENERAL					
Bks.	BOOKS				1,639.44
Fund 111 - GENERAL Total:					1,639.44
Vendor 04577 - CENTER POINT INC Total:					1,639.44
Vendor: 05859 - CITIBANK, N.A.					
Fund: 111 - GENERAL					
RANGE SUPPL-PD	FIREARMS RANGE SUPPLIES				-88.17
RANGE SUPPL-PD	FIREARMS RANGE SUPPLIES				82.40
Fund 111 - GENERAL Total:					-5.77
Vendor 05859 - CITIBANK, N.A. Total:					-5.77
Vendor: 00706 - COMPUTER CONNECTION INC					
Fund: 111 - GENERAL					
CONTRACTUAL-PD	CONTRACTUAL SERVICES				44.00
Fund 111 - GENERAL Total:					44.00
Vendor 00706 - COMPUTER CONNECTION INC Total:					44.00
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				90.55
Fund 111 - GENERAL Total:					90.55
Fund: 212 - TRANSPORTATION					
SUPP - CHALK & CHALK LINE	DEPARTMENT SUPPLIES				37.73
Fund 212 - TRANSPORTATION Total:					37.73
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:					128.28
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				218.06
Fund 713 - CASH & INVESTMENT POOL Total:					218.06
Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:					218.06
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				155.19
Fund 111 - GENERAL Total:					155.19
Vendor 07689 - CYNTHIA GREEN Total:					155.19
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
VEHICLE MTNC	VEHICLE MAINTENANCE				2,567.62
Fund 621 - ENVIRONMENTAL SERVICES Total:					2,567.62
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:					2,567.62
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				800.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					800.00
Vendor 07421 - DUANE E. WOHLERS Total:					800.00

Expense Approval Report

Post Dates: 10/02/2018 - 10/15/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 641 - WATER					
POSTAGE	POSTAGE				103.84
				Fund 641 - WATER Total:	103.84
				Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	103.84
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				223.46
				Fund 725 - CENTRAL GARAGE Total:	223.46
				Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:	223.46
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				35.02
				Fund 725 - CENTRAL GARAGE Total:	35.02
				Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:	35.02
Vendor: 00016 - GARTON, LYNN					
Fund: 631 - WASTEWATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				100.00
				Fund 631 - WASTEWATER Total:	100.00
				Vendor 00016 - GARTON, LYNN Total:	100.00
Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC					
Fund: 218 - PUBLIC SAFETY					
EMERGENCY TRAFFIC SIGNAL-P...	DEPARTMENT SUPPLIES				4,210.00
				Fund 218 - PUBLIC SAFETY Total:	4,210.00
				Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total:	4,210.00
Vendor: 09100 - HANSEN, JOSH					
Fund: 111 - GENERAL					
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE				76.00
				Fund 111 - GENERAL Total:	76.00
				Vendor 09100 - HANSEN, JOSH Total:	76.00
Vendor: 09305 - HONEY WAGON EXPRESS					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				180.00
				Fund 111 - GENERAL Total:	180.00
				Vendor 09305 - HONEY WAGON EXPRESS Total:	180.00
Vendor: 06423 - HYDROTEX PARTNERS, LTD					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				761.24
				Fund 725 - CENTRAL GARAGE Total:	761.24
				Vendor 06423 - HYDROTEX PARTNERS, LTD Total:	761.24
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
Jan. sup.	JANITORIAL SUPPLIES				89.25
JANITORIAL SUPP PK	JANITORIAL SUPPLIES				66.80
DEPT SUPP	DEPARTMENT SUPPLIES				52.41
				Fund 111 - GENERAL Total:	208.46
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				31.99
				Fund 212 - TRANSPORTATION Total:	31.99
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPPLIES ES	DEPARTMENT SUPPLIES				93.41
				Fund 621 - ENVIRONMENTAL SERVICES Total:	93.41
Fund: 725 - CENTRAL GARAGE					
UNIFORMS & CLOTHING	DEPARTMENT SUPPLIES				99.46

Expense Approval Report

Post Dates: 10/02/2018 - 10/15/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING				8.96
Fund 725 - CENTRAL GARAGE Total:					108.42
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:					442.28
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,646.28
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,646.28
WITHHOLDINGS	FICA W/H EE PAYABLE				13,673.43
WITHHOLDINGS	FICA W/H EE PAYABLE				13,673.43
WITHHOLDINGS	FED W/H EE PAYABLE				21,506.49
Fund 713 - CASH & INVESTMENT POOL Total:					56,145.91
Vendor 08154 - INTERNAL REVENUE SERVICE Total:					56,145.91
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				17.95
Fund 111 - GENERAL Total:					17.95
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:					17.95
Vendor: 00192 - J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
BONDS	BONDING				70.00
Fund 111 - GENERAL Total:					70.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:					70.00
Vendor: 09747 - KNOW HOW LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
EQUIP MTNC	EQUIPMENT MAINTENANCE				118.39
DEPT SUPPLIES	DEPARTMENT SUPPLIES				61.99
Fund 621 - ENVIRONMENTAL SERVICES Total:					180.38
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				16.78
DEPT SUPPLIES	DEPARTMENT SUPPLIES				209.13
EQUIP MTNC	EQUIPMENT MAINTENANCE				9.95
EQUIP MTNC	EQUIPMENT MAINTENANCE				16.75
EQUIP MTNC	EQUIPMENT MAINTENANCE				10.67
EQUIP MTNC	EQUIPMENT MAINTENANCE				0.75
Fund 725 - CENTRAL GARAGE Total:					264.03
Vendor 09747 - KNOW HOW LLC Total:					444.41
Vendor: 09979 - KOLB T NATHAN					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
Fund 111 - GENERAL Total:					60.00
Vendor 09979 - KOLB T NATHAN Total:					60.00
Vendor: 09872 - KRIZ DAVIS					
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				19.56
Fund 621 - ENVIRONMENTAL SERVICES Total:					19.56
Fund: 631 - WASTEWATER					
ELECTRIC MAINT	ELECTRICAL MAINTENANCE				121.38
Fund 631 - WASTEWATER Total:					121.38
Vendor 09872 - KRIZ DAVIS Total:					140.94
Vendor: 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES					
Fund: 111 - GENERAL					
NCMA MEMBERSHIP - NATHAN ...MEMBERSHIPS					460.00
Fund 111 - GENERAL Total:					460.00
Vendor 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES Total:					460.00

Expense Approval Report

Post Dates: 10/02/2018 - 10/15/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09984 - LITZELMAN KALE					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
Fund 111 - GENERAL Total:					60.00
Vendor 09984 - LITZELMAN KALE Total:					60.00
Vendor: 09978 - LOFINK BRADEN					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
Fund 111 - GENERAL Total:					60.00
Vendor 09978 - LOFINK BRADEN Total:					60.00
Vendor: 08687 - LUPE DELGADO					
Fund: 111 - GENERAL					
CONSULTING-PD	CONSULTING SERVICES				25.00
Fund 111 - GENERAL Total:					25.00
Vendor 08687 - LUPE DELGADO Total:					25.00
Vendor: 08190 - MADISON NATIONAL LIFE					
Fund: 111 - GENERAL					
LIFE INS	DISABILITY INSURANCE				376.76
Fund 111 - GENERAL Total:					376.76
Fund: 713 - CASH & INVESTMENT POOL					
LIFE INS	LIFE INS EE PAYABLE				8.88
LIFE INS	DIS INC INS EE PAYABLE				736.21
LIFE INS	LIFE INS ER PAYABLE				716.83
Fund 713 - CASH & INVESTMENT POOL Total:					1,461.92
Vendor 08190 - MADISON NATIONAL LIFE Total:					1,838.68
Vendor: 09980 - MALTOS-GARCIA ARNOLDO					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
Fund 111 - GENERAL Total:					60.00
Vendor 09980 - MALTOS-GARCIA ARNOLDO Total:					60.00
Vendor: 09976 - MARTINEZ EDWIN					
Fund: 111 - GENERAL					
PARK RESERVATION	PARK SHELTER FEE				25.00
Fund 111 - GENERAL Total:					25.00
Vendor 09976 - MARTINEZ EDWIN Total:					25.00
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 212 - TRANSPORTATION					
WELD. SUPP - DRIVE ROLL	DEPARTMENT SUPPLIES				26.51
WELD. SUPP - CONTACT TIPS	DEPARTMENT SUPPLIES				45.00
Fund 212 - TRANSPORTATION Total:					71.51
Vendor 08317 - MATHESON TRI-GAS INC Total:					71.51
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
DEPT SUPP PK	DEPARTMENT SUPPLIES				201.06
GROUND MAINT PK	GROUNDS MAINTENANCE				48.95
GROUND MAINT PK	GROUNDS MAINTENANCE				74.97
BLDG MAINT PK	BUILDING MAINTENANCE				23.40
EQUIP MAINT PK	EQUIPMENT MAINTENANCE				73.94
Fund 111 - GENERAL Total:					422.32
Fund: 621 - ENVIRONMENTAL SERVICES					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				93.92
DEPT SUPPLIES	DEPARTMENT SUPPLIES				26.85
DEPT SUPPLIES	DEPARTMENT SUPPLIES				-19.98
Fund 621 - ENVIRONMENTAL SERVICES Total:					100.79

Expense Approval Report

Post Dates: 10/02/2018 - 10/15/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				384.93
DEPT SUP	DEPARTMENT SUPPLIES				7.72
Fund 631 - WASTEWATER Total:					392.65
Vendor 07628 - MENARDS, INC Total:					915.76
Vendor: 09981 - MULLEN MITCH					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
Fund 111 - GENERAL Total:					60.00
Vendor 09981 - MULLEN MITCH Total:					60.00
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,350.55
Fund 713 - CASH & INVESTMENT POOL Total:					1,350.55
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:					1,350.55
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 713 - CASH & INVESTMENT POOL					
INCOME TAX WITHHOLDING	STATE W/H EE PAYABLE				20,018.92
Fund 713 - CASH & INVESTMENT POOL Total:					20,018.92
Vendor 00797 - NE DEPT OF REVENUE Total:					20,018.92
Vendor: 00402 - NEBRASKA MACHINERY CO					
Fund: 621 - ENVIRONMENTAL SERVICES					
EQUIP MTNC	EQUIPMENT MAINTENANCE				58.32
Fund 621 - ENVIRONMENTAL SERVICES Total:					58.32
Vendor 00402 - NEBRASKA MACHINERY CO Total:					58.32
Vendor: 04198 - NEBRASKALAND TIRE, INC					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				496.48
Fund 725 - CENTRAL GARAGE Total:					496.48
Vendor 04198 - NEBRASKALAND TIRE, INC Total:					496.48
Vendor: 09555 - NELSON TRENT					
Fund: 725 - CENTRAL GARAGE					
DEPT SUPPLIES	EQUIPMENT MAINTENANCE				83.50
Fund 725 - CENTRAL GARAGE Total:					83.50
Vendor 09555 - NELSON TRENT Total:					83.50
Vendor: 09509 - NEMNICH AUTOMOTIVE					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				79.50
Fund 725 - CENTRAL GARAGE Total:					79.50
Vendor 09509 - NEMNICH AUTOMOTIVE Total:					79.50
Vendor: 09409 - NETWORKFLEET, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				109.75
Fund 621 - ENVIRONMENTAL SERVICES Total:					109.75
Vendor 09409 - NETWORKFLEET, INC Total:					109.75
Vendor: 09487 - NEWMAN, TIMOTHY					
Fund: 111 - GENERAL					
TRAVEL FOR STATE THIRA	SCHOOL & CONFERENCE				127.00
Fund 111 - GENERAL Total:					127.00
Vendor 09487 - NEWMAN, TIMOTHY Total:					127.00

Expense Approval Report

Post Dates: 10/02/2018 - 10/15/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09982 - OLSON JOSEPH					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
				Fund 111 - GENERAL Total:	60.00
				Vendor 09982 - OLSON JOSEPH Total:	60.00
Vendor: 09983 - PANDURO PAUL					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
				Fund 111 - GENERAL Total:	60.00
				Vendor 09983 - PANDURO PAUL Total:	60.00
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE				13,791.20
HEALTH SAVINGS ACCOUNT	HSA ER PAYABLE				1,243.75
				Fund 713 - CASH & INVESTMENT POOL Total:	15,034.95
				Vendor 01276 - PLATTE VALLEY BANK Total:	15,034.95
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				128.08
Postage	POSTAGE				83.51
				Fund 621 - ENVIRONMENTAL SERVICES Total:	211.59
Fund: 631 - WASTEWATER					
Postage	POSTAGE				128.09
Postage	POSTAGE				83.51
				Fund 631 - WASTEWATER Total:	211.60
Fund: 641 - WATER					
Postage	POSTAGE				128.09
Postage	POSTAGE				83.51
				Fund 641 - WATER Total:	211.60
				Vendor 00272 - POSTMASTER Total:	634.79
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
MEMBERSHIP-PD	MEMBERSHIPS				99.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				1,037.15
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				95.97
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				95.98
DEPT SUPPL-PD	DEPARTMENT SUPPLIES				285.56
				Fund 111 - GENERAL Total:	1,613.66
				Vendor 00266 - QUILL CORPORATION Total:	1,613.66
Vendor: 06780 - RAILROAD MANAGEMENT CO III, LLC					
Fund: 631 - WASTEWATER					
RENT - LAND	RENT-LAND				214.01
				Fund 631 - WASTEWATER Total:	214.01
Fund: 641 - WATER					
RENT - LAND	RENT-LAND				214.01
				Fund 641 - WATER Total:	214.01
				Vendor 06780 - RAILROAD MANAGEMENT CO III, LLC Total:	428.02
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				471.00
CLAIMS	CLAIMS EXPENSE				26,594.44
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				1,527.30
CLAIMS	CLAIMS EXPENSE				6,843.40
				Fund 812 - HEALTH INSURANCE Total:	35,436.14
				Vendor 04089 - REGIONAL CARE INC Total:	35,436.14

Expense Approval Report

Post Dates: 10/02/2018 - 10/15/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 04648 - RODNEY HORST					
Fund: 621 - ENVIRONMENTAL SERVICES					
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING				104.99
				Fund 621 - ENVIRONMENTAL SERVICES Total:	104.99
				Vendor 04648 - RODNEY HORST Total:	104.99
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
EMPLOYEE DEDUCTION	SMEC EE PAYABLE				160.00
				Fund 713 - CASH & INVESTMENT POOL Total:	160.00
				Vendor 00026 - S M E C Total:	160.00
Vendor: 00496 - SATUR, JACK					
Fund: 641 - WATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				115.00
				Fund 641 - WATER Total:	115.00
				Vendor 00496 - SATUR, JACK Total:	115.00
Vendor: 00841 - SCB COUNTY					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				75.00
				Fund 111 - GENERAL Total:	75.00
				Vendor 00841 - SCB COUNTY Total:	75.00
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				195.00
				Fund 713 - CASH & INVESTMENT POOL Total:	195.00
				Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:	195.00
Vendor: 09985 - SCHROEDER JOSHUA					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				60.00
				Fund 111 - GENERAL Total:	60.00
				Vendor 09985 - SCHROEDER JOSHUA Total:	60.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				504.00
				Fund 713 - CASH & INVESTMENT POOL Total:	504.00
				Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	504.00
Vendor: 00338 - SCOTTSBLUFF SENIOR CENTER					
Fund: 111 - GENERAL					
CONTRACT - 1ST QTR FY 18-19	CONTRACTUAL SERVICES				5,750.00
				Fund 111 - GENERAL Total:	5,750.00
				Vendor 00338 - SCOTTSBLUFF SENIOR CENTER Total:	5,750.00
Vendor: 00108 - SCOTTSBLUFF WINSUPPLY COMPANY					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				268.60
				Fund 111 - GENERAL Total:	268.60
				Vendor 00108 - SCOTTSBLUFF WINSUPPLY COMPANY Total:	268.60
Vendor: 01036 - SENSUS USA INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				974.97
				Fund 631 - WASTEWATER Total:	974.97
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				974.97
				Fund 641 - WATER Total:	974.97
				Vendor 01036 - SENSUS USA INC Total:	1,949.94

Expense Approval Report

Post Dates: 10/02/2018 - 10/15/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00786 - SHERWIN WILLIAMS					
Fund: 111 - GENERAL					
DEPT SUPP REC	DEPARTMENT SUPPLIES				182.16
				Fund 111 - GENERAL Total:	182.16
				Vendor 00786 - SHERWIN WILLIAMS Total:	182.16
Vendor: 09772 - SONNY'S TOWING					
Fund: 111 - GENERAL					
TOW SERVICE-PD	CONTRACTUAL SERVICES				30.00
				Fund 111 - GENERAL Total:	30.00
				Vendor 09772 - SONNY'S TOWING Total:	30.00
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION					
Fund: 218 - PUBLIC SAFETY					
HDTA CAR LEASE	DEPARTMENT SUPPLIES				365.69
				Fund 218 - PUBLIC SAFETY Total:	365.69
				Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:	365.69
Vendor: 07537 - TRANS IOWA EQUIPMENT LLC					
Fund: 725 - CENTRAL GARAGE					
EQUIP MTNC	EQUIPMENT MAINTENANCE				797.38
				Fund 725 - CENTRAL GARAGE Total:	797.38
				Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:	797.38
Vendor: 09865 - UNION BANK & TRUST					
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT	REGULAR RETIRE EE PAY				7,762.22
RETIREMENT	REGULAR RETIRE EE PAY				7,977.45
RETIREMENT	DEFERRED COMP EE PAY				540.00
RETIREMENT	DEFERRED COMP EE PAY				2,232.24
RETIREMENT	RETIRE FIRE EE PAYABLE				2,191.52
RETIREMENT	RETIRE FIRE EE PAYABLE				4,053.09
RETIREMENT	RETIRE POLICE EE PAY				4,779.21
RETIREMENT	RETIRE POLICE EE PAY				5,186.66
				Fund 713 - CASH & INVESTMENT POOL Total:	34,722.39
				Vendor 09865 - UNION BANK & TRUST Total:	34,722.39
Vendor: 09239 - UNIQUE MANAGEMENT SERVICES, INC					
Fund: 111 - GENERAL					
Cont. srvcs.	CONTRACTUAL SERVICES				313.25
				Fund 111 - GENERAL Total:	313.25
				Vendor 09239 - UNIQUE MANAGEMENT SERVICES, INC Total:	313.25
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
NE INCOME TAX INSTITUTE (HIL... SCHOOL & CONFERENCE					397.10
				Fund 111 - GENERAL Total:	397.10
				Vendor 08828 - US BANK Total:	397.10
Vendor: 06089 - WESTERN COOPERATIVE COMPANY					
Fund: 111 - GENERAL					
EQUIP MAINT PK	EQUIPMENT MAINTENANCE				51.43
EQUIP MAINT pk	EQUIPMENT MAINTENANCE				59.38
				Fund 111 - GENERAL Total:	110.81
				Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:	110.81
Vendor: 00268 - WESTERN COOPRTATIVE COMPANY					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				5,256.00
				Fund 111 - GENERAL Total:	5,256.00
				Vendor 00268 - WESTERN COOPRTATIVE COMPANY Total:	5,256.00

Expense Approval Report

Post Dates: 10/02/2018 - 10/15/2018

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT					
Fund: 713 - CASH & INVESTMENT POOL					
CHILD SUPPORT	CHILD SUPPORT EE PAY				738.08
				Fund 713 - CASH & INVESTMENT POOL Total:	738.08
				Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:	738.08
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE					
Fund: 713 - CASH & INVESTMENT POOL					
YMCA	YMCA PAY EE				1,606.00
				Fund 713 - CASH & INVESTMENT POOL Total:	1,606.00
				Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:	1,606.00
				Grand Total:	227,457.27

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	26,906.93	376.76
212 - TRANSPORTATION	141.23	0.00
218 - PUBLIC SAFETY	4,575.69	0.00
621 - ENVIRONMENTAL SERVICES	4,301.41	211.59
631 - WASTEWATER	7,694.61	211.60
641 - WATER	7,398.50	211.60
661 - STORMWATER	5,625.00	0.00
713 - CASH & INVESTMENT POOL	132,188.73	132,188.73
725 - CENTRAL GARAGE	3,189.03	0.00
812 - HEALTH INSURANCE	35,436.14	35,436.14
Grand Total:	227,457.27	168,636.42

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-42206-171	PARK SHELTER FEE	25.00	0.00
111-51281-142	DISABILITY INSURANCE	376.76	376.76
111-52111-111	DEPARTMENT SUPPLIES	52.41	0.00
111-52111-141	DEPARTMENT SUPPLIES	95.97	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,418.69	0.00
111-52111-151	DEPARTMENT SUPPLIES	195.69	0.00
111-52111-171	DEPARTMENT SUPPLIES	291.61	0.00
111-52111-172	DEPARTMENT SUPPLIES	182.16	0.00
111-52121-151	JANITORIAL SUPPLIES	89.25	0.00
111-52121-171	JANITORIAL SUPPLIES	66.80	0.00
111-52161-142	FIREARMS RANGE SUPPLI...	-5.77	0.00
111-52222-151	BOOKS	1,639.44	0.00
111-52311-114	MEMBERSHIPS	460.00	0.00
111-52311-142	MEMBERSHIPS	99.00	0.00
111-53111-121	CONTRACTUAL SERVICES	8,500.00	0.00
111-53111-142	CONTRACTUAL SERVICES	126.95	0.00
111-53111-151	CONTRACTUAL SERVICES	313.25	0.00
111-53111-171	CONTRACTUAL SERVICES	197.95	0.00
111-53111-172	CONTRACTUAL SERVICES	6,230.00	0.00
111-53121-142	CONSULTING SERVICES	25.00	0.00
111-53421-171	BUILDING MAINTENANCE	23.40	0.00
111-53441-171	EQUIPMENT MAINTENAN...	184.75	0.00
111-53471-171	GROUND MAINTENANCE	5,648.52	0.00
111-53711-111	SCHOOL & CONFERENCE	397.10	0.00
111-53711-142	SCHOOL & CONFERENCE	76.00	0.00
111-53711-143	SCHOOL & CONFERENCE	127.00	0.00
111-53811-142	BONDING	70.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	141.23	0.00
218-52111-141	DEPARTMENT SUPPLIES	4,210.00	0.00
218-52111-142	DEPARTMENT SUPPLIES	365.69	0.00
621-52111-621	DEPARTMENT SUPPLIES	330.75	0.00
621-52181-621	UNIFORMS & CLOTHING	104.99	0.00
621-52411-621	POSTAGE	211.59	211.59
621-53111-621	CONTRACTUAL SERVICES	109.75	0.00
621-53193-621	DISPOSAL FEES	800.00	0.00
621-53441-621	EQUIPMENT MAINTENAN...	176.71	0.00
621-53451-621	VEHICLE MAINTENANCE	2,567.62	0.00
631-52111-631	DEPARTMENT SUPPLIES	447.65	0.00
631-52411-631	POSTAGE	211.60	211.60
631-53111-631	CONTRACTUAL SERVICES	6,599.97	0.00
631-53431-631	ELECTRICAL MAINTENAN...	121.38	0.00
631-53611-631	RENT-LAND	214.01	0.00
631-53711-631	SCHOOL & CONFERENCE	100.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
641-52181-641	UNIFORMS & CLOTHING	154.08	0.00
641-52411-641	POSTAGE	315.44	211.60
641-53111-641	CONTRACTUAL SERVICES	6,599.97	0.00
641-53611-641	RENT-LAND	214.01	0.00
641-53711-641	SCHOOL & CONFERENCE	115.00	0.00
661-53111-661	CONTRACTUAL SERVICES	5,625.00	0.00
713-21512	MEDICARE W/H EE PAYAB...	7,292.56	7,292.56
713-21513	FICA W/H EE PAYABLE	27,346.86	27,346.86
713-21514	FED W/H EE PAYABLE	21,506.49	21,506.49
713-21515	STATE W/H EE PAYABLE	20,018.92	20,018.92
713-21517	POL UNION DUES EE PAY	504.00	504.00
713-21518	FIRE UNION DUES EE PAY	195.00	195.00
713-21523	LIFE INS EE PAYABLE	41.83	41.83
713-21524	SMEC EE PAYABLE	160.00	160.00
713-21527	WAGE ATTACHMENT EE ...	218.06	218.06
713-21528	REGULAR RETIRE EE PAY	15,739.67	15,739.67
713-21529	DEFERRED COMP EE PAY	2,772.24	2,772.24
713-21531	RETIRE FIRE EE PAYABLE	6,244.61	6,244.61
713-21533	RETIRE POLICE EE PAY	9,965.87	9,965.87
713-21534	DIS INC INS EE PAYABLE	736.21	736.21
713-21539	CHILD SUPPORT EE PAY	2,088.63	2,088.63
713-21540	YMCA PAY EE	1,606.00	1,606.00
713-21541	HSA EE PAYABLE	13,791.20	13,791.20
713-21723	LIFE INS ER PAYABLE	716.83	716.83
713-21741	HSA ER PAYABLE	1,243.75	1,243.75
725-52111-725	DEPARTMENT SUPPLIES	308.59	0.00
725-52181-725	UNIFORMS & CLOTHING	8.96	0.00
725-53441-725	EQUIPMENT MAINTENAN...	2,871.48	0.00
812-53862-112	CLAIMS EXPENSE	33,437.84	33,437.84
812-53863-112	FLEXIBLE BENFT EXPENSES	1,998.30	1,998.30
Grand Total:		227,457.27	168,636.42

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	221,466.58	168,636.42
21852111142	365.69	0.00
6002053111	5,625.00	0.00
Grand Total:	227,457.27	168,636.42

City of Scottsbluff, Nebraska

Monday, October 15, 2018

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing at 6:00 p.m. to consider the Class I Liquor License for Goonies Sports Bar & Grill, LLC dba Goonies Sports Bar & Grill, 1802 East 20th Place, Scottsbluff, NE and forward a recommendation to the Nebraska Liquor Control Commission

Staff Contact: Kim Wright, City Clerk

Agenda Statement

Item No.

For meeting of: October 15, 2018

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class I Liquor License for Goonies Sports Bar & Grill dba Goonies Sports Bar & Grill.

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 Goonies Sports Bar & Grill, LLC Goonies Sports Bar & Grill

Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2016

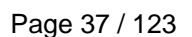
Exhibit #3 – Written Statement of Police Chief

Exhibit #4 – Written Statement of City Clerk

Exhibit #5 – Written Statement of City Planner

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

Paul Guhn



9/6/2018 8:21:14 AM

STATE OF NEBRASKA
LIQUOR CONTROL COMMISSION

MISCELLANEOUS DEPOSIT

LICENSE INFORMATION:

LICENSE NO. 999999

CATEGORY : (R, S, M, D)

RECEIVED FROM:

REFERENCE: paul guhn - 122705
ck 131786

	CHECK	CASH	CURRENCY
REMITTANCE AMOUNT:	\$\$\$\$\$\$ ¢¢ 000400 00	\$\$\$\$\$\$ ¢¢	\$\$\$\$\$\$ ¢¢

ACCT

DEPOSIT (+/-)

=====
63.476100
67.472201

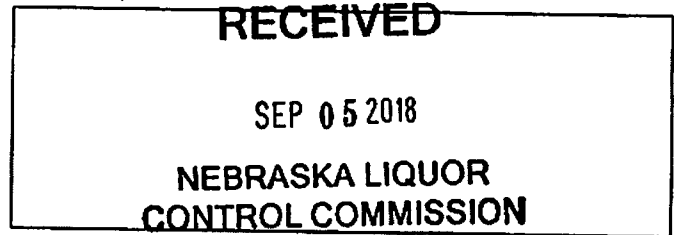
=====
000395 00
000005 00

DEPRESS: ENTER - PROCESS

PA1 - RETURN TO MENU

**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/



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 N/A Phone number: _____

Firm Name _____

FORM 100
REV FEB 2017
PAGE 3

PREMISES INFORMATIONTrade Name (doing business as) GRANITE'S SPIRITS Pub & GrillStreet Address #1 1802 EAST 20th PLACE

Street Address #2 _____

City ScottsbluffCounty Scottsbluff #21Zip Code 69361Premises Telephone number 308-275-1445Business e-mail address gubner@gmail.com

Is this location inside the city/village corporate limits:

YES ☒

NO

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

Name Paul GubnerStreet Address #1 1210 7th St.

Street Address #2 _____

City GreeneState NEBRASKAZip Code 69341**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 90' x width 70' in feetIs there a basement? Yes _____ No ☒

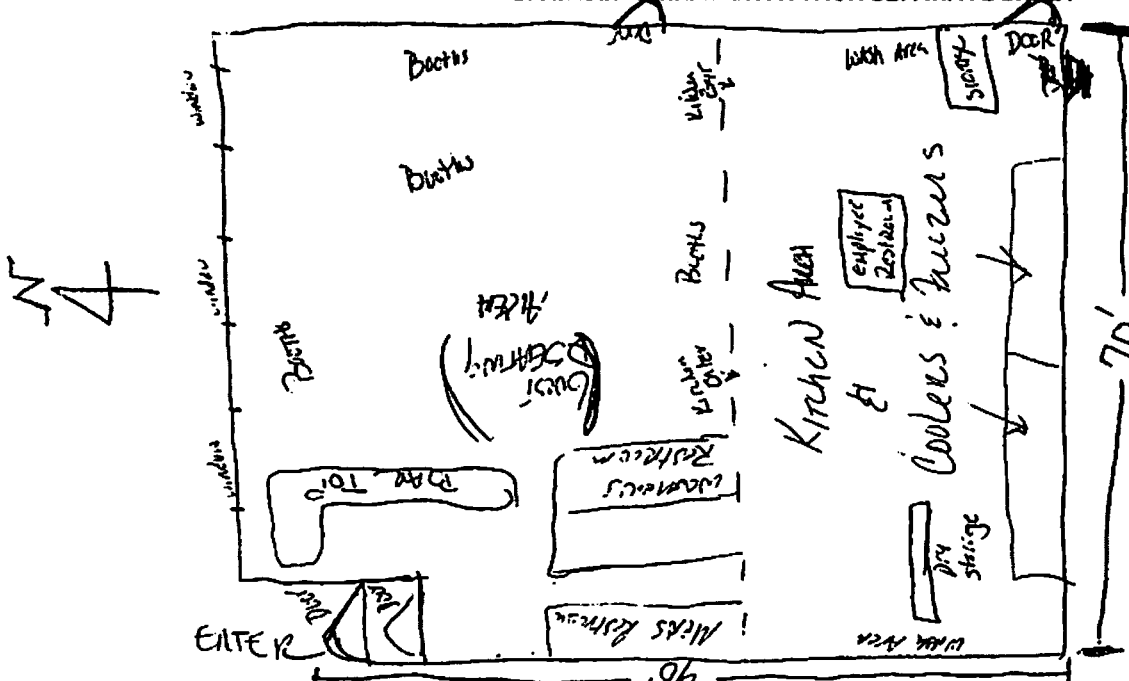
If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes _____ No ☒

If yes, length _____ x width _____ in feet

* 1 Floor

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

* Area to be licensed is ALL inside space 90' x 70'

Single story building approx 90 x 70

FORM 100
REV FEB 2017
PAGE 4

APPLICANT INFORMATION

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

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

☒ YES ☐ NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Paul Guhn			Please see enclosed documents	
Marie Guhn			Please see enclosed documents	

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 Whiskey Creek Steak House #048787 (11.30.17)

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

NA ☒ YES ☐ NO

If yes:

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

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

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

☒ YES ☐ NO

If yes, list the lender(s) Platte Valley Bank - Scottsbluff, Ne 69341

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

☐ YES ☒ NO

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

No silent partners

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

☒ YES ☐ NO

If yes, list such item(s) and the owner. All Seating Boats, Kitchen equip, tap system, cooler & freezers

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

☐ YES ☒ NO

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

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

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

☐ YES ☒ NO

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

- ✓ 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

Paul Guhn

- ✓ 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.

Paul Guhn - Genies Sports Bar & Grill LLC 310 M Street Gering, Ne. 69341

116912

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)

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Paul Gubler - owner	2013 - 2016 2016 - Present	1621 Keno Bar & Grill 3745 10th St. Gering, NE 69341 (Tennison) Gubler Sports Bar & Grill 310 M. St. Gering, NE 69341
Marie Gubler - Spouse	2013 - 2016 2016 - Present	1621 Keno Bar & Grill 3745 10th St. Gering, NE 69341 (Tennison) Gubler Sports Bar & Grill 310 M. St. Gering, NE 69341
Paul & Marie Gubler		Beer of Training - Responsible Beverage Alcohol Training "NSP"

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

✓ Lease: expiration date July 30, 2023

Deed

Purchase Agreement

14. When do you intend to open for business? Late Sept 2018 to Oct 01, 2018

15. What will be the main nature of business? Restaurant

16. What are the anticipated hours of operation? 11am to 11pm 7 days per week

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	YEAR FROM	TO
Scottsbluff Gering NEBRASKA	2006	Present	Gering NEBRASKA	2006	Present

If necessary attach a separate sheet.

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

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

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

Paul Guhn
Signature of Applicant

Marie A. Guhn
Signature of Spouse

Paul Guhn
Print Name

Marie Guhn
Print Name

Paul Guhn
Signature of Applicant

Marie A. Guhn
Signature of Spouse

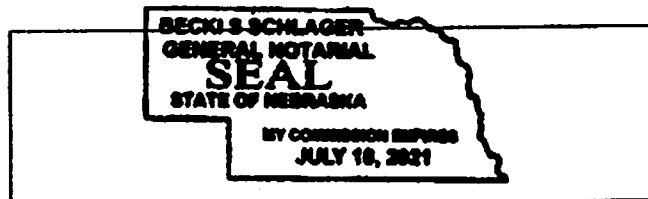
Paul Guhn
Print Name

Marie A. Guhn
Print Name

ACKNOWLEDGEMENT

I, State of Nebraska
County of Scotts Bluff
August 30, 2018
date
Becki S. Schlager
Notary Public signature

The foregoing instrument was acknowledged before me this
by Paul Guhn and Marie A. Guhn
name of person(s) acknowledged (individual(s) signing)



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

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

**FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE
PROCESSED**

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who will not participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who will participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

Form 103
Rev July 2018
Page 1 of 6

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

RECEIVED

SEP 05 2018

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Goonies Sports Bar & Grill LLC

Premise information

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

Premise Trade Name/DBA: Goonies Sports Bar & Grill LLC 10221140

Premise Street Address: 1802 E 1st 20th PLACE

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Premise Phone Number: 308-275-1445

Premise Email address: gahnp@ymail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here

Paul A. Luhn
SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Guhn First Name: PAUL MI: A.

Home Address: 1210 7th Street

City: Gering County: Scottsbluff Zip Code: 69341

Home Phone Number: NO HOME phone - CELL # 308-765-9859

Driver's License Number & State: NEBRASKA

Social Security Number: _____

Date Of Birth: April 20, 1960 Place Of Birth: Fremont, OHIO 43420

Email address: guhn p@ymail.com

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

☒ YES

☐ NO

Spouse's information

Spouses Last Name: Guhn First Name: MARIE MI: A.

Social Security Number: _____

Driver's License Number & State: NEBRASKA

Date Of Birth: Nov. 13, 1968 Place Of Birth: Scottsbluff, Nebraska
69361

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

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>Gering Ne</u>	<u>2006</u>	<u>Present</u>	<u>Gering Ne.</u>	<u>2006</u>	<u>Present</u>

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2013	2016	Kozy Kent Bar & Grill	Paul Guhn / owner	Closed
2016	Present	Geonies Sports Bar & Grill	Paul Guhn / owner	308-275-1445

I. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Paul Guhn			Please See Included Documents	
Marie Guhn			Please see Included Documents	

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

☒ YES ☐ NO

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

Kozy Kent Bar & Grill - Geonies Sports Bar & Grill LLC

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

☒ YES ☐ NO

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

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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Paul Guhn / owner	April 2013	Greensboro Krazy Kvid Bar & Grill Terrytown, NC 69341
Paul Guhn / owner	April 2014	Greensboro Sports Bar & Grill LLC 310 M Street Greensboro, NC 69341
Paul Guhn - owner		Cert. of Training - Responsible Alcohol Training (NISP)
Marie Guhn - spouse		Cert. of Training - Responsible Alcohol Training (NISP)

5. Have you enclosed form 147 regarding fingerprints?

☒ YES

☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

***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.*

Paul A. Duhn
Signature of Manager Applicant

Marie A. Duhn
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska County of Scotts Bluff The foregoing instrument was acknowledged before me this
August 30, 2018 by Paul A. Duhn and Marie A. Duhn
date NAME OF PERSON BEING ACKNOWLEDGED
Becki S. Schlager
Notary Public signature

Affix Seal

BECKI S. SCHLAGER
GENERAL NOTARIAL
SEAL
STATE OF NEBRASKA
MY COMMISSION EXPIRES
JULY 18, 2021

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.

- Goonies Sports Bar & Grill Business Plan...

Our plan is to bring our Award winning burger & other great menu items to Scottsbluff, NE. We expect to grow the business at an average of 10% per year with also offering keno to this location. We will hire local residents to fill our employee needs. Our main focus will be our food, but along with that offer wine, beer & spirits to Adults 21yrs of age and above. The venue will also offer TV's throughout for all sporting events shown on T.V. We will remain focused on keeping a family friendly atmosphere. No off-sale liquor will be offered and at the present we will not offer a outdoor beer garden area but will have a outdoor smoking area. In short we will be offering the community a clean, family friendly Sports Restaurant that focuses on great fun food, keno, TV's & spirits.

Business Plan

#13

COMMERCIAL LEASE

THIS LEASE is made as of August 1, 2018, by and between Story, L.L.C., a Nebraska Limited Liability Company ("Owner") and Goonies Sports Bar LLC. - Applicant a Nebraska Limited Liability Company ("Tenant"), and Paul Guhn.

1. Description of Premises. Owner leases to Tenant upon the terms and conditions set forth herein the following premises:

Lot 2B, Subdivision of Lot 2, Block 3, East Portal Addition, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, according to the recorded plat thereof (Street address: 1802 East 20th Street, Scottsbluff, NE 69361) Premise

(herein called the "Premises").

2. Term. The primary term ("Primary Term") of the lease of the Premises shall commence on July 18, 2018 ("Commencement Date") and terminate on July 30, 2023 ("Termination Date").

3. Rent. During the Primary Term, Tenant shall pay Owner as rent for the lease of the Premises the sum of \$4000. per month ("Rent") payable in advance provided that no Rent shall be owing for the first 60 days of this Lease beginning on the Commencement Date. The first Rent payment shall be due and payable 60 days from the Commencement Date ("First Rent Payment Date") and thereafter the monthly Rent payments shall be due on the first day of each calendar month during the term of this Lease. Rent will increase after the first year (12 months commencing on date of signed Lease) to \$5000 monthly for the duration of the term of the Lease Agreement. If the First Rent Payment Date is not the first day of a calendar month, the Rent for that calendar month shall be prorated based on the number of days of the calendar month from the First Rent Payment Date to the end of the calendar month. Rent shall be paid to Owner at the following address:

Story, L.L.C.
2821 5th Avenue
Scottsbluff NE 69361

If the full Rent owing is not paid within 7 days of the due date, a late charge equal to 10 of the amount of unpaid Rent ("Late Charge") shall also be owing by Tenant to Owner. All payments received from Tenant shall be applied first to the payment of Late Charges owing and the balance to Rent.

4. Option to Renew. Tenant shall have the option to renew this Lease for two additional five year terms (each referred to as a "Renewal Term") on the same terms and conditions provided herein (except for Rent), by giving written notice to Owner of Tenant's election to renew the Lease on or before 90 days prior to the expiration of the Term in effect. The monthly Rent for each Renewal Term shall be adjusted based on any increase in the Consumer Price Index for Urban Consumers ("CPI-U") as prepared by the United States Department of Labor (the "Index"). If the Index in effect at the beginning of a Renewal Term is greater than the Index in effect at the beginning of the immediately preceding Term (which would be the Primary Term or the first Renewal Term) the percentage of the increase in the Index between the two dates shall be determined and the monthly Rent for that Renewal Term shall be the monthly Rent for the immediately preceding Term increased by that percentage. There will be no adjustment to the Rent if there is a decrease in the Index between the two dates.

5. Security Deposit. Prior to the Commencement Date, the Tenant will deposit with Owner a security deposit equal to \$4,000.00. Upon the expiration of this Lease, the money held as security may be applied toward the payment of any unpaid Late Charges, Rent and the amount of damages which Owner has suffered by reason of Tenant's noncompliance with this Lease or with the law, including Owner's costs in reletting the Premises should such be necessary as a result of a default by the Tenant. Any excess will be returned to Tenant.

#13

6. **Use of Premises.** Tenant shall use and occupy the Premises for the following purposes only, and for no other purposes:

Retail food restaurant and for incidental purposes related thereto.

7. **Owner's Equipment.** The parties acknowledge that there are fixtures, furniture and equipment located on the Premises which is owned by Owner ("Owner's Equipment"). The Owner's Equipment includes, without limitation, stainless steel equipment and mechanical equipment located in the kitchen and bar area, outside smoker, dining room tables and booth packages. Tenant shall have the right to use Owner's Equipment during the term of this Lease. Tenant will use the Owner's Equipment with due care and for the purpose for which it is intended, and will maintain the Owner's Equipment in good repair, condition and working order. Tenant shall be responsible for the maintenance, repair and replacement of the Owner's Equipment at Tenant's expense. Upon the expiration or earlier termination of this Lease, the Owner's Equipment shall be delivered to Owner in the same condition as when delivered to Tenant, or as later improved, ordinary wear and tear excepted. OWNER MAKES NO WARRANTY WITH RESPECT TO THE OWNER'S EQUIPMENT, EXPRESS OR IMPLIED, AND OWNER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE OWNER'S EQUIPMENT.

8. **Utilities.** Tenant shall be responsible for and shall pay, before they become delinquent, all charges for utilities served to the Premises.

9. **Taxes.** Owner shall pay all real estate taxes assessed against the Premises. Tenant shall pay for any personal property tax assessed in connection with Tenant's personal property located on the Premises and the Owner's Equipment.

10. **Insurance.**

A. **Property Damage Insurance.** Owner shall procure, pay for and keep in force during the term of this Lease, insurance on the Premises in the nature of fire and extended coverage. In this connection, proceeds of insurance in respect to any casualty loss shall be used to promptly repair and/or replace the Premises as appropriate and necessary. Tenant shall procure, pay for and keep in force property damage insurance covering Tenant's personal property located on the Premises as Tenant deems appropriate. Tenant shall also procure, pay for and keep in force property damage insurance covering the Owner's Equipment for full replacement value thereof.

B. **General Liability Insurance.** Tenant shall, at all times during the term of this Lease, at Tenant's sole expense, keep in full force and effect a policy of comprehensive general liability insurance with respect to the Premises and all business operated thereon, to cover bodily injury to persons and damage to property, including loss of use thereof. Such coverage shall apply with respect to the Premises and any business operated thereon by Tenant. The combined limit of liability of this coverage shall not be less than \$1,000,000.00 for injury to or death to anyone person, \$2,000,000.00 for injury or death in anyone occurrence, and \$100,000.00 for property damage liability. Such insurance shall name Owner as an additional insured.

C. **Notice of Cancellation.** All insurance policies required to be maintained by Tenant under this section shall provide that the policies may not be cancelled or modified without at least 30 days' prior written notice to Owner and that the insurer will provide at least 30 days' prior written notice of non-renewal, non-payment of premium or material change to Owner.

D. **Evidence of Coverage.** Upon request of Owner, Tenant shall provide to Owner the appropriate certificates of insurance showing that Tenant has obtained the insurance coverage required by this section.

11. Repairs and Maintenance.

A. **General Provisions.** Tenant shall not commit or allow waste on the Premises and shall, at Tenant's own expense, keep the sidewalks and driveways which are part of the Premises cleared of snow or other things as City ordinances or authorities may require. Tenant shall not destroy, deface, damage or remove any part of the Premises or permit any person to do so. Tenant, at Tenant's own expense, shall be responsible for and shall keep and maintain the non-structural portion of the Premises in good condition and repair considering the age of the improvements. Owner shall be responsible for the maintenance and repair of the structural parts of the Premises and utility systems unless the repair or replacement is necessitated by Tenant's misuse or negligent act or omission in which case Tenant shall be responsible therefor. For purposes of this Lease, structural parts of the Premises and utility systems shall include the foundation, floor, exterior walls and roof, furnace and heating system, air conditioning, plumbing, water heater and electrical system. On expiration of the term of this Lease, Tenant shall deliver the Premises to Owner in the same condition as they were on the commencement of the Lease, or as later improved, ordinary wear and tear excepted. In connection with this provision, Tenant acknowledges that the Premises are currently in good condition and repair. In addition, all interior dining room tables and booth packages located on the Premises are currently in good condition with no tears in booths or broken tables, and on expiration of the Lease, the booths and tables will be delivered to Owner in the same condition as they are now, ordinary wear excepted.

B. **Parking Lot Maintenance.** Tenant shall be responsible for cost and expense of snow removal from the parking lot on the Premises. Also, Tenant shall pay all costs and expenses of parking lot maintenance and repairs, including painting stripes and sealing cracks, up to \$500.00 in any calendar year. Owner shall pay the cost of any necessary repairs and maintenance in excess of that amount.

12. **Signs.** Tenant may affix signs to the Premises subject to the approval of Owner and in compliance with the applicable governmental ordinances. There is presently a sign frame and pole on the Premises available for Tenant's use. If Tenant wishes to utilize the same frame and pole, Tenant may do so at Tenant's expense. Upon expiration of the term of this Lease, all signs placed upon the Premises by Tenant shall be removed by Tenant and Tenant shall, at Tenant's cost, repair any damage to the Premises caused by the removal.

13. **Hazardous Materials.** Tenant shall keep the Premises in compliance with all applicable laws, ordinances and regulations relating to industrial hygiene or environmental protection (collectively referred to as "Environmental Laws"). Tenant shall keep the Premises free from all substances deemed to be hazardous or toxic under any Environmental Laws (collectively referred to herein as "Hazardous Materials") except those Hazardous Materials necessary or useful to Tenant's business which are used, kept, stored and disposed of in a manner that complies with all Environmental Laws and do not substantially increase the risk of fire or other casualty to the Premises. Tenant hereby agrees to indemnify and hold harmless Owner from and against any and all claims, damages, losses and liabilities arising in connection with the presence, use, disposal or transport of any Hazardous Materials on, under, from or about the Premises. Tenant's obligations, pursuant to the foregoing indemnity shall survive the termination of this Lease.

14. **Inspection by Owner.** Owner and Owner's representatives shall have the right, upon reasonable prior notice to Tenant, to enter the Premises at all reasonable times during regular business hours to inspect the Premises or to make repairs in accordance with the provisions of this Lease. Owner shall have the right to place usual notices of "For Rent" on the Premises and to show the Premises at reasonable hours to prospective renters for 90 days prior to the expiration of this Lease. Notwithstanding the foregoing, Owner shall have the right to enter the Premises at any time in response to an emergency situation.

15. **Improvements.** Tenant shall not alter in any manner or add improvements to the Premises without the prior written consent of the Owner. All alterations and improvements made by Tenant shall become part of the Premises and shall remain on the Premises upon expiration of this Lease.

#13

16. **Personal Property.** All furniture, fixtures and equipment installed by Tenant on the Premises, whether such items are owned or leased by Tenant, shall, at all times, be and remain personal property regardless of the method in which the items are attached or affixed to the Premises. Tenant shall have the right to remove such property from the Premises provided that Tenant repairs any damage caused by such removal and such items are removed prior to expiration of the Lease. The parties understand and agree that the Owner's Equipment located on the Premises is not property of the Tenant and shall remain on the Premises upon the expiration of the Lease and Tenant shall have no right to remove the Owner's Equipment from the Premises.

17. **Remedies on Default.** All covenants and agreements contained in this Lease are declared to be conditions to this Lease and to the term hereby demised to Tenant. Upon nonpayment of the whole or any portion of the Rent within 7 days of the time when the same is to be paid, or upon violation or nonfulfillment of any of the other covenants, agreements or other conditions of this Lease which is not cured within 20 days after written notice of the same is given to Tenant, Owner, besides other rights or remedies Owner may have, shall have the immediate right of reentry. Should Owner elect to reenter, as herein provided, or should Owner take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Owner may terminate this Lease or Owner may, from time to time, without terminating the Lease, re let the Premises or any part thereof for the account of the Tenant, for such terms and conditions as Owner may in Owner's own discretion deem advisable. Rentals received from such letting shall be applied: First, to the payment of any cost of any such reletting; Second, to the payment of any indebtedness, other than Rent, due hereunder from Tenant to Owner, including Late Charges; and Third, to the payment of Rent due and unpaid hereunder. Should such rentals received from such reletting during any month be less than that agreed to be paid during that month by Tenant hereunder, the Tenant shall pay such deficiency to Owner. Such deficiency shall be calculated and paid monthly. The specific remedies provided for herein are cumulative and are not exclusive of any other remedies. Owner may also pursue any other remedy or take such other action that is available to Owner at law, equity or otherwise. Failure by Owner to object to a violation or nonfulfillment of any of the conditions, agreements or covenants of this Lease by Tenant shall not be a waiver of the right to insist on the subsequent performance of that condition, covenant or agreement, or any other condition or agreement.

18. **Destruction of Premises.** In the event of any damage to the Premises, or any part thereof, which damage is covered and insured by the applicable insurance coverage, and unless the Lease is terminated by Tenant as provided herein, this Lease shall remain in full force and effect and Tenant shall pay each month, as rental for such portion of the Premises as can be reasonably used by Tenant for Tenant's intended purpose, until the damage be repaired, an amount which bears the same proportion to the Rent reserved herein as the area of the Premises which can reasonably be used by Tenant for Tenant's intended purpose bears to the total area of the Premises. Owner shall have no obligation or liability whatsoever to Tenant, and Tenant shall not be entitled to recover any damages whatsoever against Owner, for any loss occasioned by the damage, but Owner shall, with reasonable diligence after the occurrence of the damage, not later than 45 days thereafter, commence to repair the damage. If the insurance proceeds available to Owner are insufficient to enable Owner to repair the building to its condition prior to the casualty, then Owner may, at Owner's option, terminate this Lease. In the event the Premises are damaged to the extent that they cannot be reasonably used by Tenant for Tenant's intended purpose, Tenant may, at Tenant's option, terminate this Lease. Tenant must notify Owner in writing of Tenant's intent to terminate within 30 days after the occurrence. If the Tenant does not elect to terminate the Lease, then Owner shall have 45 days from the occurrence of the damage to commence reconstruction of the Premises.

19. **Assignment and Subletting.** Tenant may not assign its rights and obligations hereunder or sublease all or any portion of the Premises without the prior written approval of Owner, which approval shall not be unreasonably withheld. No assignment or sublease shall operate so as to relieve Tenant of any obligation or liability hereunder and Tenant shall indemnify Owner and hold Owner harmless from and in connection with any breach or default hereof by any assignee or sublessee.

#13

20. **Notices.** All notices provided for hereunder shall be in writing and shall be deemed to have been duly given on the date of service if personally served on the party to whom the notice is given or on the date of mailing if mailed by United States Certified Mail, postage prepaid and properly addressed as follows:

TO Owner AT: Story, LLC
2821 5th Avenue
Scottsbluff, NE 69361

TO Tenant AT: Paul Guhn
1210 7th St.
Gering NE 69341

Either party may change the address to which notices are to be sent by written notice to the other party given as aforesaid, but any such change of address shall not be effective until seven (7) days after the giving of the notice of the change.

21. **Severability.** In the event any of the provisions of this Lease shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **Nonwaiver.** No waiver of any breach of this Lease by Owner or Tenant, shall be considered to be a waiver of any other or subsequent breach.

23. **Guarantee.** Guarantors, jointly and severally, unconditionally guarantee the prompt payment and performance of all obligations and responsibilities of the Tenant hereunder, including the payment of Rent.

24. **Binding Effect.** This Lease shall extend to and be binding upon the parties hereto, and their successors and assigns.

25. **Applicable Law.** This Lease shall be construed and performed under the laws of the State of Nebraska.

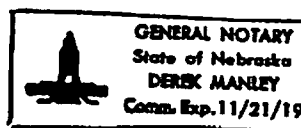
IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date above indicated.

Paul Guhn, Tenant,
By [Signature]

By [Signature]

Story, L.L.C., a Nebraska Limited Liability
Company, Owner

By [Signature]
Joe Ostry, Member



Articles

**CERTIFICATE OF ORGANIZATION
OF
GOONIES SPORTS BAR & GRILL, LLC**

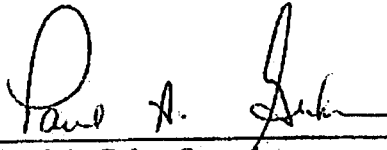
1. **Name:** The name of the company shall be Goonies Sports Bar & Grill, LLC.
2. **Initial Designated Office:** The street and mailing address of the initial designated office of the company shall be:

310 M Street
Gering, NE 69341

3. **Initial Agent for Service of Process:** The name, street and mailing address of the initial agent for service of process of the company is:

Paul A. Guhn
310 M Street
Gering, NE 69341

Dated: February 10, 2016.



Paul A. Guhn, Organizer

CHECK LIST

Neb. Rev. Stat. §53-132 (Reissue 2016)

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

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

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

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

***OTHER COUNCIL CONCERNS**



Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Kevin Spencer, Chief of Police
Date: 10/12/2018
Re: Application for a Class I, Liquor License number I-122705, Goonies Sports Bar & Grill llc. 1802 E 20th Place 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:

A background check was conducted on the applicants Paul and Marie Guhn as a means to determine their fitness to hold a liquor license.

Paul Guhn reported a DUI in 2000 and 5 speeding violations. Paul appeared before the "Liquor License Holders Investigatory Board" during which he admitted to one compliance failure at his Gering location. Paul reported no other violations.

Marie Guhn reported no criminal convictions.

In considering if the applicants are fit, willing and able to have a liquor license considering that they have had two previous liquor licenses I would say they are. Additionally the Liquor License Holders Committee recommended a **"positive recommendation."**

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.

October 11, 2018 during the afternoon hours Paul Guhn appeared to before the Liquor License Holders Investigatory Board to present his plan and discuss his strategies to prevent alcohol violations. Paul explained that he plans to get away from the night club style of business and focus more on his food. Paul said that his new business will be more of a traditional sports bar with a family atmosphere. Paul said that all alcohol servers will be required to attend the state server training. Paul said that his employees have a green light that helps in identifying the identification being used is a valid form of id. Paul said that they have "Born on Date" calendars adding that there policy is to card everyone.

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:

Paul stated that the building currently has an intrusion alarm adding that he will be installing security cameras largely due to having Keno. Paul said that he will have several cameras that will include recording the alcohol as well as the general interior of the building. Paul said that he will conduct all of the ordering and inventory of the alcohol.

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

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

Paul explained that the business will be opened seven days a week 11:00 am until 11:00 pm. Paul said that they may stay open later for special occasions or dependent upon the customer's needs.

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

SPECIFIC ISSUES COMMISSION MAY CONSIDER

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

There have been no known citizen protests of this business.

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

The business is located at 1802 E 20th Place Scottsbluff, NE the old Whiskey Creek building. It is a business that will attract customers when open. Its location is easily accessible and convenient for customers. I do not anticipate any issues with location.

(E) 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.

This location has been a restaurant, with a liquor license for several years in the past. Although there are other businesses in the area with similar liquor licenses I do not anticipate this becoming an issue.

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

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

(F) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 31 full time officers in the department and handled approximately 14,484 calls for service, not including traffic citations during 2017. 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.

(G) 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:

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: October 15, 2018
To: Honorable Mayor Meininger and Members of the City Council
From: Kim Wright, City Clerk
CC: Nathan Johnson, City Manager
Re: Goonies Sports Bar & Grill, LLC dba Goonies Sports Bar & Grill Class I 122705.

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 L	Craft Brewery (Brew Pub)
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
Las VII Americas Tortilleria
16th Empire
Flyover Brewing Company

802 21st Avenue
1823 Ave. A
1619 East Overland
1605 Ave. A
1824 Broadway

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

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

Retail

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

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

Clubs

Elks BPO Lodge 1367 (Catering)

1614 1st Avenue

Bowling Alleys

Valley Bowl Fun Center

1702 17th Ave.

TOTAL CLASS C LICENSES 19

Class D Licenses

Grocery Stores

Safeway of Western Nebraska
Panhandle Coop Assn.

601 Broadway
3302 Ave. B

Convenience Stores

East "O" Watering Hole
Scottsbluff Watering Hole
Big Bats
Git N Split

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

Cheema's Gas & Liquor
Route 26 Mart

Maverik Stores Inc.,
Walgreens

Liquor Stores

Dermer's
Cigarette Chain

1311 E Overland Dr.
323 East Overland

Discount/Grocery Stores

Target
Wal-Mart Supercenter #867

1401 Frontage Rd.
3322 Avenue I

TOTAL CLASS D LICENSES 14

CLASS I LICENSES

Restaurants

Applebees
Rosita's
Chili's Grill & Bar
Wonderful House Restaurant
Taco de Oro
Ole, LLC
Emporium Coffeehouse & Cafe
San Pedro Mexican Restaurant
Sam & Louie's Pizzeria
Taco Town
Prime Cut

2302 Frontage Rd.
1205 East Overland
826 West 36th St.
829 Ferdinand Plaza
2601 Avenue I
1901 East 20th Street
1818 1st Avenue
23 West 27th St.
1522 Broadway
1007 West 27th St.
305 West 27th St.

Art Studio

Boozy Brushes

2419 Ave. I

Hotel/Motel

Hampton Inn & Suites
2627 Lodging dba Fairfield Inn & Suites
Nightclub
La Musica, LLC dba El Baile Nightclub (pending)

301 W Hwy 26
902 Wintercreek Dr.

705 East Overland

TOTAL CLASS I LICENSES 14 1 pending

Class L Licenses

Flyover Brewing Company

1824 Broadway

TOTAL CLASS L LICENSES 1

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
Class D	14
Class I	14 1 pending
Class L	1
Class W	1

TOTAL LICENSES 51 1 pending

Memo

EXHIBIT V

Date: September 19, 2018
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Nathan Johnson
Re: Class "I" Liquor License Application
Goonies Sports Bar & Grill
1802 East 20th Place
Scottsbluff, NE 69361

Action:

The owner of Goonies Sports Bar & Grill has applied for a new liquor license in the name of Paul Guhn.

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 1802 East 20th Place is situated in a C-2 (Neighborhood & Retail Commercial) zoning district where a restaurant/bar/tavern is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) The off-street parking requirements for a Restaurant/bar/tavern in a C-2 (Neighborhood & Retail Commercial) zone are one space per three seats in the establishment. At this time the Fire Marshal has not established the occupancy load for this establishment. Since the building size has not expanded, it could be assumed that the seating would be similar to the previous restaurant and parking would be adequate.
- (3) The use of this property is consistent with the surrounding neighborhood, which is generally business retail in nature. To the south and east the properties are zoned C-3 (Heavy Commercial) and to the north and west they are zoned C-2 (Neighborhood & Retail Commercial).
- (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
October 11, 2018 - 4:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Thursday, October 11, 2018 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 October 5, 2018 in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the 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.

1. Roll Call - The following Board Members were present: Mike Halley, Scottsbluff Public Schools; Norman Coley, WNCC; Nathan Johnson, City Manager; Police Chief Kevin Spencer; Bob Scriptor, Racks; Kim Wright, City Clerk, Absent: Kelli Larson, Panhandle Prevention Coalition and Libby Stobel, City Attorney.
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 Wright recorded the proceedings.
4. City Attorney Stobel entered the meeting at 4:02 p.m.
5. There were no changes to the agenda.
6. Approve Minutes of the June 7, 2018 meeting - Motion by Spencer, second by Johnson, "to approve the June 7, 2018 Minutes," motion passed unanimously.
7. Panhandle Prevention Coalition representative Larson entered the meeting at 4:04 p.m.
8. New Liquor License Manager applications:
 - a. Class I Liquor License for Goonies Sports Bar & Grill, LLC dba Goonies Sports Bar & Grill, 1802 East 20th Place, Scottsbluff, NE, Paul A. Guhn, Manager.

Paul Guhn, Owner of Goonies Sports Bar & Grill explained to the Board that he wants to move where the traffic is, and that is Scottsbluff. He feels he is in a prime location to open his family friendly sports restaurant. He will be open seven days a week from 11:00 a.m. to 11:00 p.m., keeping the kitchen open until 10:30 p.m. He did say, however, if people are in the establishment, he will stay open until he has to legally shut down at 12:59 p.m. He is offering 15% off of meals for hotel guests, hospital staff, and college students, upon showing of proper I.D. or presenting a coupon.

Board Member Halley asked where the alcohol would be stored. Mr. Guhn explained it will be in two areas; a locked closet by the bathrooms and also a locked cage in the back. He stated his manager will have a key for the area up front, but he will be the only one to

have a key to the cage. Police Chief Spencer asked who will do the ordering and inventory and if there are security cameras. Mr. Guhn stated he will be the only one doing the ordering and inventory and currently he has no security cameras, but is looking diligently into purchasing them. He does have an afterhours alarm, however.

Police Chief Spencer, asked about the company policy regarding checking ID's. Mr. Guhn stated staff has been told to check ID's and all areas will be monitored. He stated he has pens that have green ends that illuminate licenses that make all markings visible. He also has born-on-calendars and will require all employees to take responsible server training. He explained if an employee sells to a minor they will be terminated unless they have a good excuse.

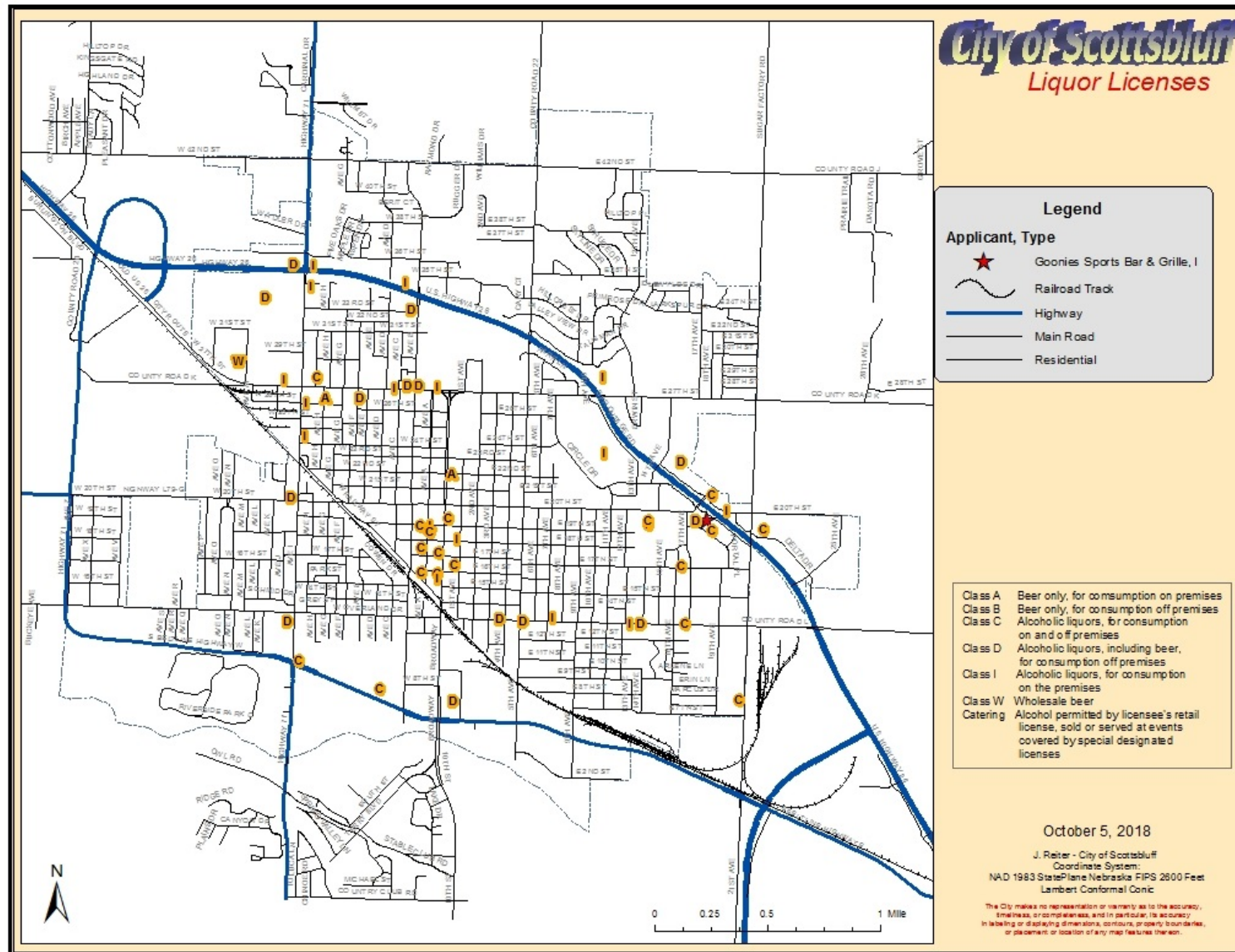
Moved by Halley, seconded by Scriptor, "to forward a positive recommendation to the City Council regarding the Class I Liquor License for Goonies Sports Bar & Grill, LLC dba Goonies Sports Bar & Grill, 1802 East 20th Place, Scottsbluff, NE, and naming Paul A. Guhn as the Manager," motion passed unanimously.

9. Adjournment:

Moved by Coley, seconded by Halley, "to adjourn the meeting at 4:20 p.m.," motion passed unanimously.

Nathan Johnson, Acting Chairman

Kim Wright, Secretary



City of Scottsbluff, Nebraska

Monday, October 15, 2018

Regular Meeting

Item Pub. Hear.2

Council to make a recommendation to the Nebraska Liquor Control Commission naming Paul A. Guhn as the Liquor License Manager of Goonies Sports Bar & Grill.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, October 15, 2018

Regular Meeting

Item Resolut.1

Council to consider a Resolution rescinding Resolution No. 18-02-03 regarding the City's LB840 participation with the City of Gering Industrial Park Development and rescind action taken on January 16, 2018 allocating up to \$1 million LB840 funds for matching LB518 Rural Workforce Housing Grants.

Staff Contact: Nathan Johnson, City Manager

RESOLUTION NO. 18-_____

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

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

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

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

1. The City Council now rescinds Resolution No. 18-02-03 in its entirety.
2. The City Council now rescinds the motion made, seconded and passed on January 16, 2018 in regard to allocating up to \$1,000,000.00 of LB840 Funds to be matching funds for LB518 Rural Workforce Housing Grants.
3. This resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this _____ day of October, 2018.

Mayor

Attest:

City Clerk

(Seal)

RESOLUTION NO. 18-02-03

WHEREAS, the City of Scottsbluff, Nebraska (“Scottsbluff”) and the City of Gering, Nebraska (“Gering”) support each other’s efforts in regard to the purchase and development of an industrial park by Gering (“Industrial Park”).

WHEREAS, Scottsbluff has publically declared its support of the development of an Industrial Park with Gering. As a gesture of continuing support and as an alternative to Scottsbluff contributing to the purchase price to acquire an undivided ownership interest in the real estate of the Industrial Park, Scottsbluff agrees to support the Industrial Park by allocating Economic Development Program Funds (“Funds”) for Qualified Businesses which purchase a parcel of real estate in the Industrial Park.

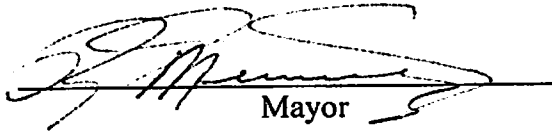
WHEREAS, Scottsbluff now declares its continuing support for the development of the Industrial Park and through this Resolution sets forth the contribution it agrees to make to develop the Industrial Park which will supersede and take the place of all prior motions and acts by Scottsbluff.

NOW, THEREFORE, the Mayor and the City Council of the City of Scottsbluff, by a majority vote, resolves the following:

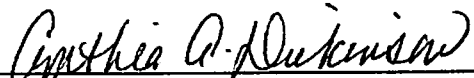
1. As a sign of continuing support for the Industrial Park and as its contribution to the development of the Industrial Park, Scottsbluff now commits and allocates an amount of its Funds, up to \$1,000,000.00, to one or more Qualifying Businesses as defined in Scottsbluff’s Economic Development Plan which purchases or proposes to purchase real estate in the Industrial Park.
2. A Qualifying Business which purchases or proposes to purchase all or a portion of the real estate located in the Industrial Park may apply for assistance from the Economic Development Program of Scottsbluff. It is intended that both, Gering and Scottsbluff, may hold joint meetings of their Citizen Advisory Committees to review and approve applications from a Qualifying Business. However, this would not preclude either City from acting solely in the event an application is received by one City. Scottsbluff will utilize its normal process and procedures to determine whether or not an applicant for Funds will be eligible as a Qualifying Business. Scottsbluff will utilize its Application Review Committee to review and determine the amount of grants and/or loans for assistance to those applicants. Review of the performance by the applicant shall be conducted independently by Scottsbluff through its Citizens Advisory Review Committee.

3. This action is being incorporated into a Resolution in order to send a copy to Gering memorializing the action taken and the Mayor of Scottsbluff is authorized by the City Council to sign this Resolution.

PASSED AND APPROVED this 5th day of February, 2018.


Mayor

Attest:


City Clerk



City of Scottsbluff, Nebraska

Monday, October 15, 2018

Regular Meeting

Item Reports1

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

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, October 15, 2018

Regular Meeting

Item Reports2

Council discussion and instruction to staff pertaining to school zones.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, October 15, 2018

Regular Meeting

Item Reports3

Council to consider the Administrative and Operational Agreement for Hazardous Materials Response Services between the State of Nebraska, Acting by and through the Nebraska Emergency Management Agency and Scottsbluff Fire Department and authorize the Mayor to execute the Agreement.

Staff Contact: Thomas Schingle, Fire Chief

**ADMINISTRATIVE AND OPERATIONAL
AGREEMENT FOR
HAZARDOUS MATERIALS
RESPONSE SERVICES**

Between

**THE STATE OF NEBRASKA, ACTING BY AND THROUGH
THE NEBRASKA EMERGENCY MANAGEMENT AGENCY**

And

SCOTTSBLUFF FIRE DEPARTMENT

**STATE OF NEBRASKA
PETE RICKETTS, Governor**

**DARYL BOHAC
Major General
THE ADJUTANT GENERAL**

1 October 2018

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ADMINISTRATIVE AND OPERATIONAL AGREEMENT FOR HAZARDOUS MATERIALS RESPONSE SERVICES

General Agreement Information

Agreement Type: This agreement ("Agreement") is between the State of Nebraska, acting by and through the Nebraska Emergency Management Agency (hereinafter "NEMA") and the Scottsbluff Fire Department (hereinafter "Service Provider") for the provision of hazardous materials emergency response services as described herein and authorized of Neb. Rev. Stat. §§ 81-829.52 to 81-829.55 under the Nebraska Emergency Management Act, Neb. Rev. Stat. §§ 81-829.36 to 81-829.75 (2008).

1.1 Recitals: In order to protect life and property against the dangers of emergencies involving hazardous materials, NEMA may assign and make available for use in any county, city or district, any part of a hazardous materials emergency response team.

NEMA desires to enter into this Agreement to establish Service Provider as a State Emergency Response Team (hereinafter "SERT"), and Service Provider desires to be so designated and to enter into this Agreement.

1.2 Agreement Term: Unless otherwise extended by written agreement duly executed by the parties, this Agreement shall commence on the last required signature. This agreement shall be reviewed annually no later than 30 September of each year by NEMA and the Service Provider in order to propose necessary changes.

Standard Agreement Terms and Conditions

2.0 Definitions:

"Service Provider" means the local government entity by which the service or services will be performed under this Agreement, including those agencies acting under an approved inter-governmental / agency agreement.

"Emergency Response" means:

- a. Actions taken to monitor, assess and evaluate a spill or release or threatened spill or release of hazardous materials;
- b. First aid, rescue or medical services that may be required as the result of a spill or release or threatened spill or release of hazardous materials;
- c. Fire suppression, containment, confinement, or other actions appropriate to prevent, minimize or mitigate damage to the public health, safety, welfare or the environment which may result from a spill or release or threatened spill or release of a hazardous material if action is not taken.

"Emergency Response Costs" means the total emergency response expense, including team response costs, arising from a hazardous materials emergency. Such costs

generally include, but are not limited to, expenses that result from the assessment and emergency phases of the response activity. Emergency response costs do not include clean up or disposal costs of hazardous materials, except as may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident.

“Hazardous Materials” as defined in Title 49 of the Code of Federal Regulations, Subtitle B, Chapter 1, Subsection C means a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 U.S.C. 5103). The term includes hazardous substances, hazardous wastes, marine pollutants, elevated temperature materials, materials designated as hazardous in the Hazardous Materials Table (see 49 CFR 172.101), and materials that meet the defining criteria for hazard classes and divisions in part 173 of subchapter C of this chapter.

“Incident” means any actual or imminent threat of a release, rupture, fire or accident that results, or has the potential to result, in the loss or escape of a hazardous material into the environment.

“Intergovernmental Agreement” means an agreement between an agency or agencies and one or more units of local government of the State of Nebraska.

“Local Government Agency” means a city, county, or subdivision thereof.

“State Emergency Response Team” (SERT) means, for the purpose of this Agreement, means the activation of a hazardous materials response team to respond to, control, and/or stabilize actual or potential emergency releases of hazardous substances. A SERT operates within the limits set out in the Neb. Rev. Stat. §§ 81-829.52 through 81-829.55 of the Nebraska Emergency Management Act, which is incorporated herein by this reference.

2.1 Statement of Work:

2.1.1 Services to Be Provided by Service Provider: During the term of this Agreement, the Service Provider agrees to provide emergency hazardous material response services. Service Provider response activities under this Agreement shall be limited to emergency operations, reporting and documentation activities arising from a hazardous materials emergency response. Service Provider shall, if necessary, provide any services with respect to the sampling, testing and analysis, remediation, and monitoring of a hazardous material in order to stabilize the incident.

Service Provider personnel shall perform only those actions and duties for which they are trained and equipped.

2.1.2 Compliance with Regulatory Requirements: Service Provider certifies that its employees, equipment, and vehicles meet or exceed applicable regulatory requirements including, by not limited to, the Occupational Safety and Health Standards (OSHA), 29 CFR Part 1910(a) and the Environmental Protection Agency (EPA), 40 CFR Part 311.

2.1.3 Personnel:

a. Service Provider shall provide a hazardous materials team consisting of a minimum of six (6) hazmat technicians on staff, who are trained, medically monitored, competent, and supervised hazardous materials technician level personnel as is necessary to operate within the safety levels as defined in OSHA, 29 CFR 1910(a) and EPA, 40 CFR Part 311. Service Provider shall have adequate personnel on scene prior to conducting required mitigating operations for the hazard(s) present.

b. In order to receive State/Federal preparedness funds, Service Provider must meet set training standards. NEMA has established the following as a minimum training standard: team members shall have completed the Department of Homeland Security (DHS) approved eighty (80) hours hazmat technician course provided by NEMA or an equivalent course provided by the Environmental Protection Agency (EPA), or another partner in the DHS Training Consortium. Equivalent courses must be pre-approved by the Assistant Director or his/her designee if Service Provider is seeking attendee to remain on team roster.

c. New department members or members who have completed a certified course five (5) years prior to the effective date of this Agreement, must complete a refresher course of forty (40) hours or complete a competency test administered by a previously selected third party. There will be a one-year time frame allowed for Service Providers not meeting the training standard referenced in subsection (b) above to complete the required training. Failure to comply with this training standard within the time frame set forth herein will result in termination of the Agreement in accordance with Section 2.15.1 below.

d. Service Provider shall submit a list of hazmat-related training to NEMA no later than the 10th day of January of each year. Records should indicate current training level of personnel, any new training certifications, evidence of current medical monitoring and any other supporting documentation. Failure to comply with this requirement may result in termination of the Agreement in accordance with Section 2.15.1 below.

2.1.4 Vehicles and Equipment: Service Provider may utilize such vehicles and equipment as it has currently available. Service Provider shall limit its activities to that which can be safely accomplished within the technical limitations of the vehicles and equipment.

2.1.5 Right of Refusal: NEMA recognizes that the obligations of the Service Provider in its own jurisdiction are paramount. If, on occasion, a response under this Agreement would temporarily place an undue burden on the Service Provider because Service Provider resources are otherwise limited or unavailable within the Service Provider Primary Response Area, and if prior or immediate notice has been provided to the NEMA Watch Officer, the Service Provider may decline a request for a response.

2.1.6 Standard Operating Guidelines: Service Provider and NEMA agree that response operations will be conducted in accordance with the Standard Operating Guidelines as reviewed and recommended by the Hazmat Teams and the Nebraska

Hazardous Incident Team (NHIT) Advisory Group and as mutually approved by the parties to this Agreement.

2.2 Service Provider Compensation: There are two types of Service Provider compensation under this Agreement: (1) Service Provider routine costs and (2) Service Provider team response costs. Each of these terms is discussed more fully below.

2.2.1 Service Provider Routine Costs: Service Provider shall be compensated by NEMA under this Agreement for its NEMA approved routine costs. Such routine costs may include:

Specialized Training Costs: NEMA will provide advanced training and education to Service Provider employees if approved by NEMA in advance. All such training and the selection of training/training providers must comply with all federal, state and local rules and regulations including those outlined in Section 2.1.3.

2.2.2 Service Provider's Team Response Costs: Service Provider shall be compensated by NEMA under this Agreement for approved team response costs. Such Team response costs may include, but are not limited to, the following:

Compensation for Service Provider Personnel Response Costs: Compensation for Service Provider personnel response costs, which are approved and authorized under this Agreement, will be reimbursed in accordance with the Governor's Emergency Fund Guidelines for Public Officials dated January 2018. A copy of the guidelines is attached hereto as Appendix 1, and incorporated herein by this reference. Personnel costs will be reimbursed pursuant to the current rules and personnel codes of the responding department. Personnel costs will be set out in a State Emergency Response Team (SERT) Letter of Agreement. A sample copy of a SERT letter of agreement is attached hereto as Appendix 2, and incorporated herein by this reference.

Emergency Expenses: Necessary and reasonable emergency response costs related to services rendered under this Agreement are reimbursable. All such costs must be based on actual expenditures and documented by the Service Provider. Original receipts must be submitted with the response billing. The Team Leader or authorized Service Provider representative will seek prior approval of Service Provider emergency expenses exceeding \$250.00. Service Provider's claim for reimbursement must clearly document the nature of the purchases and the extent of the emergency expenditures. NEMA reserves the right to deny any payment of unjustifiable Service Provider expenditures.

2.2.3 Billing System: If Service Provider deploys by any means other than assignment through NEMA, Service Provider forfeits compensation through the Governors Emergency Fund and/or other State funding. Service Provider shall submit an expenditure report and invoice to NEMA within thirty (30) days of the response. Service Provider's claim for reimbursement shall contain such documentation as is necessary to support NEMA cost-recovery operations and financial audits. A sample copy of a Daily Activity Report Labor, Daily Activity Report Equipment & Daily Activity Report Materials & Contracts are attached hereto as appendixes 3, 4 & 5 respectfully and incorporated herein by this reference.

Team emergency response costs include such items as vehicle and equipment use, expendables, and personnel costs. Documentation will be maintained by the Team Leader and sent to NEMA upon request.

Billing for Personnel/Incidentals Not Meeting State Response Criteria: If Service Provider incurs bills for personnel or any other incidental costs as a result of responding to a local response which did not meet state authorized response criteria, it will be the Service Provider's sole responsibility to recover those costs.

2.2.4 Prior Approval: Service Provider, while acting under this Agreement, may not respond to an emergency involving hazardous materials without notification to NEMA. Approval by NEMA's Assistant Director constitutes NEMA's agreement to pay Service Provider team emergency response costs. Service Provider agrees to make reasonable and good faith efforts to minimize responsible party and/or NEMA expenses. If activated as a SERT, Service Provider agrees to not seek reimbursement from outside parties.

2.3 Retirement System Status: Service Provider is not entitled under this Agreement to any public employee's retirement system benefits and will be responsible for payment of any applicable federal or State taxes. Service Provider is not entitled under this Agreement to any benefits for payments of federal Social Security or employment insurance.

2.4 Assignments/Subcontracts: Service Provider shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of NEMA.

2.5 Successors in Interest: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

2.6 Compliance with Government Regulations: Service Provider agrees to comply with federal, state and local laws, codes, regulations and ordinances applicable to the services performed under this Agreement.

2.7 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war, which is beyond that party's reasonable control.

2.8.1 Scope of Liability: During operations authorized by this Agreement, Service Provider and Service Provider's SERT employees shall be protected and defended from liability under Neb. Rev. Stat. §§ 81-829.52 to 81-829.55. For purposes of this section, operations means activities directly related to a particular emergency response involving a hazardous material. Operations also include advanced training activities provided under this Agreement to the Service Provider's Team employees, but do not include travel to and from the training.

2.8.2 Notification of Potential Claim: Service Provider shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State. Such reports shall be directed to:

Nebraska Emergency Management – Assistant Director
2433 NW 24th Street
Lincoln, Nebraska 68524
1-877-297-2368

2.9 Indemnification: When performing operations not authorized under Neb. Rev. Stat. §§ 81-829.52 to 81-829.55, while using the State's vehicles, equipment, procedures, or training, the Service Provider shall indemnify, defend and hold harmless the State, its officers, divisions, agents, employees, and members, from all claims, suits or actions of any nature arising out of the activities or omissions of Service Provider, its officers, agents or employees, subject to the State Tort Claims Act, § 81-8,209 et seq.

2.10 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

2.11 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of NEMA and Service Provider or until such time as the Agreement expires as provided in Section 1.2 Agreement Term.

2.12 Dual Payment: Service Provider shall not be compensated for work performed under this Agreement by any state agency or responsible person(s).

2.13 Insurance Coverage:

2.13.1 Worker Compensation: Service Provider and all employers working under this Agreement are subject to the Nebraska Workers' Compensation Law and shall comply with Neb. Rev. Stat. 81-829.54(b).

2.13.2 Comprehensive or Commercial General Liability: Service Provider shall maintain at its own expense, and keep in effect during the term of this Agreement, comprehensive or commercial general liability insurance, or its equivalent for self-insured Service Provider, covering personal injury and property damage.

2.13.3 Automobile Liability: Service Provider shall obtain and keep in effect automobile liability insurance or its equivalent for self-insured Service Provider, for their respective vehicle(s) during the term of this Agreement.

2.14 Governing Law; Venue; Consent to Jurisdiction: This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska without regard to principles of conflicts of laws. Any claim, action, suit or proceeding between

NEMA (and any other agency or department of the State of Nebraska) and Service Provider that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the District Court of Lancaster County for the State of Nebraska; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Nebraska. In no event shall this section be construed as a waiver by the State of Nebraska of any form of defense of immunity, whether it is sovereign immunity or governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Service Provider, by execution of this Agreement, hereby consents to the in personam jurisdiction of said courts.

2.15 Termination: This Agreement may be terminated by mutual consent of both parties, or by either party upon 180 days notice, in writing, and delivered by certified mail or in person.

NEMA or Service Provider may terminate this Agreement at will effective upon delivery of written notice to the Service Provider or NEMA, or at such later date as may be established by NEMA or Service Provider, under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for payment of costs under the terms of this Agreement. The Agreement may be modified to accommodate a reduction in funding.
- b. If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or is no longer eligible for the funding proposed for payments by this Agreement.
- c. If any license or certification required by law or regulation to be held by the Service Provider to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

2.15.1 Default: NEMA or Service Provider, by written notice of default (including breach of contract) to the other party, delivered by certified mail or in person, may terminate the whole or any part of this Agreement:

- a. If the other party fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or,
- b. If the other party fails to perform any other provision of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and, after receipt of written notice from the other party, fails to correct such failures within 10 days or such longer period as the notice may authorize.

2.16 Approval Authority: Service Provider representatives certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local governmental entity.

2.17 Written Notifications: Any written notifications required for the administration of this Agreement shall be sent to the following:

Nebraska Emergency Management Agency
2433 NW 24th Street
Lincoln, Nebraska 68524

Scottsbluff Fire Department
1801 Avenue B
Scottsbluff, Nebraska 69361

2.18 Merger; Waiver: This Agreement and the attached exhibits and addenda constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary state and local approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of NEMA to enforce any provision of this Agreement shall not constitute a waiver by NEMA of that or any other provision.

2.19 Remedies: In the event that either party violates any term or condition under this Agreement, NEMA shall have all remedies available to it under law, in equity, and under this Agreement.

2.20 Equal Opportunity: Service Provider agrees to comply with the provisions of the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125, which prohibits Service Provider and its Service Providers from discriminating against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability or national origin.

Approving Signatures:

On Behalf of the State of Nebraska,

Dated this _____ day of _____, 2018

**Daryl Bohac
Nebraska Adjutant General**

On Behalf of_____

Dated this _____ day of _____, 2018

Signature_____
Printed Name_____
Title_____
Address_____
City_____ **Zip**_____

On Behalf of_____

Dated this _____ day of _____, 2018

Signature_____
Printed Name_____
Title_____
Address_____
City_____ **Zip**_____

On Behalf of_____

Dated this _____ day of _____, 2018

Signature_____
Printed Name_____
Title_____
Address_____
City_____ **Zip**_____

Hazardous Materials Assistance Program

- I. This guidance will establish a framework by which a State hazardous materials resource would support the needs of Rural Fire Protection Districts in the detection, surveillance and containment of a hazardous materials event under the Authorities of the Governor at the time of a state disaster declaration.
- II. Authority
 - A. Neb. Rev. Stat. § 81-829.52 to § 81-829.55 authorizes the Adjutant General, upon authorization by the Governor, to establish a State Emergency Response Team (SERT) to; reinforce emergency management organization in disaster stricken areas or in anticipation of a disaster, provide technical expertise or specialized skills to a disaster area, and ensure the public is served in a timely and efficient manner.
 - B. 81-829.42 (6) If aerial fire suppression or hazardous material response is immediately required, the Adjutant General may make expenditures of up to twenty-five thousand dollars (\$25,000) per event without a state of emergency proclamation issued by the Governor.
- III. Hazardous Materials Response
 - A. Nebraska Hazardous Incident Team (NHIT)
 1. The NHIT is made up of personnel from the Nebraska State Patrol (NSP), Nebraska State Fire Marshal (NSFM) and Nebraska Department of Environmental Quality (NDEQ).
 2. Their purpose is to assist local fire protection districts with technical assistance in the detection and surveillance of a hazardous material spill. They can provide an analysis of the scene, and in collaboration with on-scene agencies, advise the Incident Commander on the need to request additional resources. When sufficiently staffed and equipped, the NHIT may enter the hot zone to mitigate the incident.
 3. To request members of the NHIT call the Nebraska State Patrol who will dispatch the closest members of the team.
 4. Members of the NHIT are employees of their respective State agencies and any response by the NHIT is the responsibility of the responding agency.

B. State Emergency Response Team (SERT) under 81-829.42(6)

1. Upon order of the Governor the Adjutant General is authorized to establish a SERT. NEMA has signed local agreements with ten (10) hazmat teams in anticipation of the need for such a response. This shall not take precedence over or deter from any mutual aid agreements already in place at the local level between fire departments.
2. To request a SERT call the closest MOU Hazardous Materials (hazmat) team. It is the responsibility of the local Incident Command or their designee to:
 - a. Call NEMA to advise them of the request for the team
 - b. Call the local Emergency Manager, advise them of the incident, that a hazmat team has been requested and request the local EM complete and send an Incident Status Report (ISR) to NEMA.
 - c. When the hazmat team arrives on scene use the check-in/check-out sheet (ICS 211) or similar resource tracking method.
 - d. Request an approximate cost per hour from the hazmat team leader and keep track of the dollars obligated. Any costs of twenty-five thousand dollars (\$25,000) will be the responsibility of the local jurisdiction unless all three of the following conditions are met:
 - i. NEMA has been advised of the need for the hazmat team to remain at the scene,
 - ii. A local state of emergency has been declared, and
 - iii. The Governor's Office has approved continued funding of the response by issuing a Proclamation of a State Declaration of Emergency.
 - iv. **Be aware that a request for a State Declaration to continue the use of the Governor's Emergency Fund for the hazmat team response is NOT guaranteed even when conditions i and ii above are met.**

- e. When the hazmat team demobilizes, complete the daily check-out portion of the check-in/check-out form/resource tracking software to include the time of demobilization for each element of the team.
 - f. Receive, review, and approve the hazmat team's bill with the required backup documentation and send it to NEMA within 30 days of the closure of the incident to the Recovery Section Manager.
3. Under State law and regulations, if NEMA does not receive the documentation identified in paragraphs d, e and f, NEMA will not be able to reimburse the hazmat team and the payment will become the responsibility of the requesting local jurisdiction.
 4. The list of the ten designated hazmat teams is in the "Emergency Assistance to a Hazardous Materials Spill" (Blue Book). The Blue Book may be found online at <https://nema.nebraska.gov/sites/nema.nebraska.gov/files/doc/hazmat-blue-book.pdf>

C. 72nd Civil Support Team (CST)

1. 72nd Civil Support Team is an asset of the Nebraska National Guard. It is a trained hazardous material team that deals in the detection and surveillance of a suspected nuclear, biological, chemical or radiological (NBC/R) event in support of a local Incident Commander.
2. The CST is deployed through the State Emergency Operations Center by the Nebraska Emergency Management Agency (NEMA) under authorities and direction of the Office of the Governor. Deployment of the CST must have the approval of the Adjutant General, The National Guard Bureau (NGB) and the Governor. The CST deployment authorizations are coordinated through NEMA and NGB Domestic Operations.

D. CBRNE Enhanced Response Force Package (CERFP)

1. The mission of the CERFP is to respond to a chemical, biological, radiological and nuclear (CBRN) incident and assist local, state and federal agencies in conducting consequence management by providing capabilities to conduct patient decontamination, medical triage, fatality search and recovery, stabilization and casualty search and extraction.

2. The CERFP is regional response team with members from both Army and Air National Guard. There are 200+ personnel who are trained to a minimum of awareness level. Specialty training includes incident command, decontamination and search and recovery.

State Emergency Response Team Letter of Agreement Between
NEMA and _____

1. Due to an incident declared by the Governor of Nebraska as a Disaster on (Date) _____, The Adjutant General is appointing (Team Name) _____ as a State Emergency Response Team under RRS81-829.52-55 for the purpose of (Explain mission of the team) _____.
2. (Team Leader's Name) _____ is named as the Team Leader and will maintain a daily roster of team members and ensure the proper fiscal and programmatic records are kept for the team.
3. The team will report to (Incident Commander) _____ at (Location) _____ and be assigned to (mission) _____.
4. All purchases of materials for the teams use will be recorded in the forms attached to this letter. Materials for the use of the team will be procured as follows:
 - a. Disposable products not available on scene through the Incident Command System may be purchased up to \$250.00 without prior approval from NEMA. Purchases over this amount require approval for reimbursement. NEMA will require copies of invoices for each purchase.
 - b. Durable goods not available through the Incident Command System must be approved by NEMA
 - 1) NEMA may choose to purchase the goods directly and supply them to the team, or
 - 2) NEMA may choose to authorize the Team Leader to purchase the goods. All purchases must be recorded and back-up documentation kept as part of the Teams record keeping.
 - 3) Durable goods purchased for the team remain the property of NEMA following the response.
5. Records of personnel, materials and equipment used must be kept by the SERT using the forms attached to this letter. The package of forms and back-up documentation will be turned into NEMA's Public Assistance Office following the team's demobilization. Payment will be made based on these records.
6. Documentation for the deployment must be kept by the team for three years after the incident is closed by NEMA for a State Disaster or FEMA for a Federal Disaster. The Team will be notified by NEMA when the documentation can be destroyed.

Appendix 2
Letter of Agreement

7. The date and time of demobilization will be determined by the NEMA Assistant Director in coordination with the impacted jurisdiction's officials and the Incident Commander.

8. Payments for the Team will be as follows (Keep the paragraphs that apply):

a. Salary:

NEMA will reimburse the Team's home jurisdiction for salaries, overtime and backfill.

NEMA will reimburse the Team's Agency/Department for team members at a rate of (put rate here for volunteers named to a team)
_____.

b. Lodging:

NEMA will make arrangements and direct bill lodging for team members. NEMA will reimburse team members for lodging from original invoices for the lodging.

c. Meals:

NEMA will reimburse team members at the State's usual rate for meals, team members will need to submit original detailed receipts of amounts and location of meals for reimbursement.

NEMA will make arrangements with (name of establishment) to provide meals for team members.

9. Special Considerations:

Signed/Date for NEMA

Signed/Date for the SERT

Appendix 3
Daily Activity Report (Labor)

Applicant Name:				Date:		
Jurisdiction:		Disaster:				
Name	Job Title	Hours	Rate	Amount	Total	
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Regular				
		Overtime				
		Total Hours		Total Amount		
				Overtime Total		

Appendix 4

Daily Activity Report (Equipment)

Applicant Name:			Date:	
Jurisdiction:		Disaster:		
Equipment Description	Operator's Name	Hours	Rate	Total
		Daily Equipment Total		

Appendix 5

Materials and Contracts

Applicant Name:			Date:	
Jurisdiction:		Disaster:		
Materials / Contract Description	From or With (Company Name)	Invoice #	Invoice Date	Total
		Materials/Contract Totals		

Approving Signatures:

On Behalf of the State of Nebraska,

Dated this 24th day of September, 2018



Daryl Bohac

Nebraska Adjutant General

On Behalf of _____

Dated this _____ day of _____, 2018

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 2018

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

On Behalf of _____

Dated this _____ day of _____, 2018

Signature _____

Printed Name _____

Title _____

Address _____

City _____ Zip _____

City of Scottsbluff, Nebraska

Monday, October 15, 2018

Regular Meeting

Item Reports4

Council to consider an Economic Development Agreement for Prime Metal Products.

Staff Contact: Starr Lehl, Economic Development Director

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on October __, 2018, between the City of Scottsbluff, Nebraska (the “City”) and Prime Metal Products, Inc. (the “Applicant”).

Recitals:

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

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

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

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

Agreement:

1. Purpose of Loan:

The Applicant is establishing a business at 220757 Highway 92 East, Gering, which will be engaged in the manufacture, distribution and installation of HVAC duct systems (the “Business”). The proceeds of the Loan will be used primarily for the construction of leasehold improvements for the relocated Business.

2. Amount of Loan:

The Loan shall be in the amount of \$1,750,000 and shall be disbursed from the City’s Economic Development Fund (the “Fund”) to the Applicant as provided for below. The Loan shall be represented by a promissory note (the “Note”) to be signed at the Loan Closing in the form of the attached Note. The Note shall carry interest from July 1, 2018 (the “Note Interest Date”) at the Applicable Federal Long Term rate for the month of the Loan Closing. Repayment shall be as set out below.

3. Loan Disbursement and Loan Closing:

As soon as the Applicant has satisfied the conditions to the Loan Closing, the amount of the Loan shall be scheduled as a claim at the next Council meeting for which the matter may be reasonably scheduled. Disbursement of the Loan proceeds shall be made within 10 business 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 be eligible for credit against the balance due under the Note for Job Credits earned during a Year. A “Year” shall mean the 12-month period ending on each June 30, with the first Year beginning July 1, 2019. “Annual Job Credits” shall be calculated as follows:

a. The Applicant is eligible to receive a “Base Annual Job Credit” during a Year equal to the FTE’s for a Year multiplied by \$2000.

b. If at the end of a Year, (1) the Annual Report (as provided for below) indicates that the Applicant has any 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, pension or equivalent retirement benefits, health insurance, and life and disability insurance.

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

d. For the first 5 Years, the amount of the Annual Job Credit may not exceed \$350,000 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. After the first 5 Years, there shall be no limit on the Annual Job Credit.

5. Note Repayment:

The Note shall be repayable as follows:

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

b. For the first 5 Years, once the Annual Job Credit is applied, the City shall then notify the Applicant of the interest due on the Note for the Year. Interest only shall then be paid by the Applicant on or before October 1.

c. Following the 5th anniversary of the Note Interest Date, the balance of the Note shall be amortized over 5 equal annual payments of principal and interest. At the end of each Year thereafter, upon receipt of an Annual Report, the City will make a preliminary review based on the Annual Job Credits claimed. The amount of the Annual Job Credits, adjusted for any adjustments from the preliminary review, shall then be applied against the annual payment of principal and interest. The difference in the amount applied to the principal plus the interest due on the Note shall be paid to the City on or before October 1.

6. Employee Definitions:

a. "Full Time Employee" shall mean a bona fide employee of the Applicant who (1) is classified by the Applicant as full time; and (2) subject to normal and reasonable waiting periods, is eligible for the employer's normal fringe benefit package. The normal fringe benefit package must, at the least, include a health insurance plan which provides for employee coverage with a significant contribution made by the Applicant.

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

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

7. Representations and Warranties of the Applicant:

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

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

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

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

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

8. Representations and Warranties of the City:

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

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

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

9. Conditions to Loan Closing:

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

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

b. The Applicant shall have delivered to the City:

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

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

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

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

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

(1) a guaranty (the "Guaranty") of (i) Smith & Willis Heating and Air Conditioning, LLC, (ii) Herb Gibson, and anyone owning 25% of the stock of the Applicant. The form of the Guaranty is attached.

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

(3) a deed of trust (the "Deed of Trust") covering the Applicant's real estate which shall be second in priority to the Applicant's primary lender. The form of the Deed of Trust is attached.

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

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

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

10. Annual Reports:

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

11. Default:

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

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

12. Assignability:

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

13. Confidentiality:

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

14. Notices:

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

a. If to the City:

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

b. If to the Applicant:

Prime Metal Products, Inc.
54 Berwick Place
Mahtomedi, MN 55115
Attention: Herb Gibson

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 Prime Metal Products, Inc.**

City of Scottsbluff, Nebraska

Prime Metal Products, Inc.

By: _____
Economic Development
Program Administrator

By: _____
Herb Gibson, President



Scottsbluff, NE

Gering, NE

Prime Metal Products



Moving Air Forward

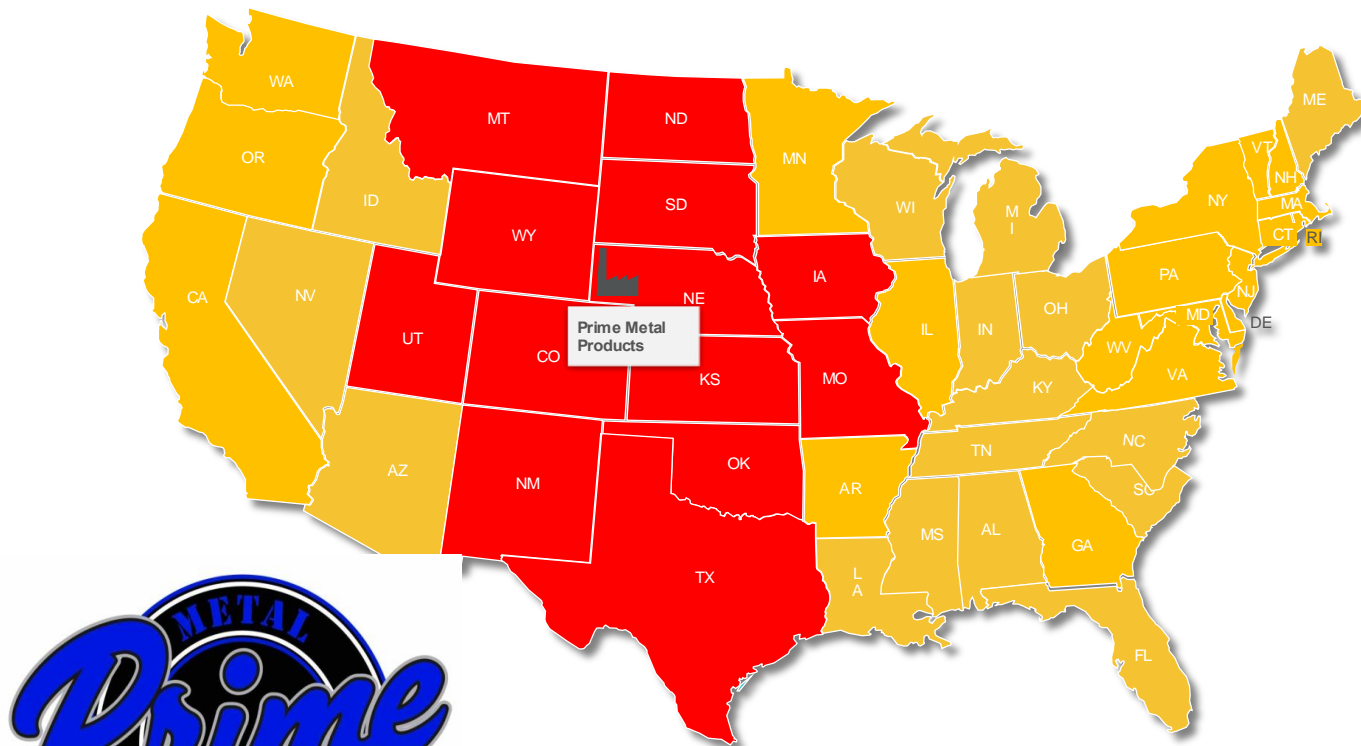
Prime Metal Products

About Us:

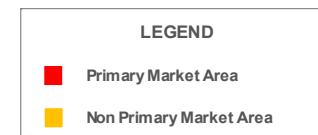
Prime Metal Products arises from a need for greater competition in the Great Plains markets for commercial sheet metal products.

The primary building market served is Denver. Due to the higher cost associated with commercial ductwork, we are able to ship product over longer distances. As a result, Omaha, Des Moines, Kansas City, Wichita, Cheyenne and Dallas, Ft. Worth are also markets reachable for this type of commercial ductwork.

Our ownership group has a wealth of successful experience in sheet metal manufacturing. Herb Gibson has 29 years of HVAC manufacturing experience. He was instrumental in the successful start up of the Lukjan factory in Sidney, NE., reaching the promised employment targets within the first 15 months. Mike Myers was an integral part of the management team that led Sheet Metal Connectors to a industry leading position and Joe Bergmann has led his firm, North Central Fabrication, to significant growth over the last 3 years.



Prime Metal Products Market



Prime Metal Products



330,000 Sq. Ft. Facility
(Formerly Lockwood/Agromac)



Prime Metal Products

Projected Jobs and Pay Scale

Job	2019	2020	2021	2022-2025	Salary	Bonus
Plant Manager	1	1	1	1	70-80K	20%
Maint Manager	1	1	1	1	45-60K	20%
Supervisors	2	5	5	7	28-55K	NA
Accounting	1	1	1	1	30-35K	15%
Customer Service	1	2	2	2	25-28K	15%
Production	6	21	31	58	25-50K	NA
Totals	15	31	41	70		

Supervisors and Production Worker Jobs are SMART Local 103
Yellow Label Production

All Jobs include health and pension benefits





The investment required to create 70 sheet metal jobs

Building	\$4,300,000
Renovations	700,000
Equipment – New	3,400,000
Equipment – Used	1,000,000
Raw Material	1,000,000
Finished Goods	1,500,000

\$11,900,000

RESOLUTION 10-18-1

WHEREAS, A resolution encouraging support for, and future implementation of, the Thomas P. Miller and Associates Regional Economic Development Plan was passed January 12, 2015 and;

WHEREAS, The Cities of Scottsbluff and Gering, as a matter of policy, promote collaboration in support and development of regional assets, no matter where in the region they are located and;

WHEREAS, The City of Scottsbluff, Nebraska and the City of Gering, Nebraska, support each other's efforts in regard to the purchase and development of an industrial park and now a new company to fabricate HVAC duct work for commercial applications in an existing building in Gering and;

WHEREAS, The September 12, 2018 presentations to the Scottsbluff and Gering LB840 Application Review Committees was the first step in the process to bring the \$11.9 million dollar project to the community and;

WHEREAS, Gering declares its full support and partnership with Scottsbluff in the development of the Prime Metal Products Company.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GERING, NEBRASKA THAT: We remain united in vision, strength, and leadership for the growth of the region's economy and work force.

ADOPTED AND APPROVED THIS 8th DAY OF OCTOBER 2018.

Mark A. Kaufman, Mayor

Kathleen J. Welfl, City Clerk

City of Scottsbluff, Nebraska

Monday, October 15, 2018

Regular Meeting

Item Reports5

Council to consider an Interlocal Agreement for the Scottsbluff Infrastructure Agency and its Board members to be appointed in December.

Staff Contact: Nathan Johnson, City Manager

SCOTTSSLUFF INFRASTRUCTURE AGENCY INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this “Agreement”) is made between the City of Scottsbluff, Nebraska (the “City”) and the Community Redevelopment Authority of the City of Scottsbluff (the “CRA”). The City and the CRA are collectively referred to as the “Members”. This Agreement establishes a separate legal entity which shall be known as the Scottsbluff Infrastructure Agency (the “Agency”).

Recitals:

a. The City is proposing to increase its municipal sales and use tax at a rate greater than one and one-half percent pursuant to §77-27,142(2) of the Nebraska Statutes (the “Additional Sales Tax”).

b. As per §77-27,142(3)(a), no such tax increase may be imposed unless the City is a party to an interlocal agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq. (the “Act”) with a political subdivision within the municipality or the county in which the municipality is located, which interlocal agreement shall create a separate legal entity related to public infrastructure projects.

c. The CRA is a political subdivision within the City and is willing to enter into this Agreement with the City in order to create the Agency. The Members desire to enter into this Agreement for the purposes as provided for in this Agreement.

Agreement:

1. Purpose: The Agency is organized under and governed by the provisions of the Act. The purpose of this Agreement is as follows:

a. to provide for a means for the City and the CRA to gather information related to the impact of infrastructure improvements to municipal roads and streets such as Avenue B, East Overland, West Overland and 20th Street, storm water improvements, a new aquatics center and pathway projects, including Phase 1 and Phase 2 (collectively, the “Infrastructure Projects”) on needed updates to the City’s infrastructure and the removal and eradication of blight and substandard conditions in the City, and making recommendations to the City and the CRA related to such matters.

b. to make efficient use of the powers of the Members by enabling them to cooperate with each other on a basis of mutual advantage with respect to Infrastructure Projects.

c. to provide for the management and appropriate expenditure of funds allocated to the Agency by the City, utilizing a fiscal year budget commencing October 1 and terminating on September 30 of each succeeding year.

2. Effective Date and Duration: This Agreement shall be effective as of December 1, 2018, and shall continue in effect until terminated by the City; provided, however, the City shall not terminate this Agreement: (i) as long as the Additional Sales Tax is in effect, or (ii) until the payment in full of any bonds issued where the Additional Sales Tax is pledged for payment of such bonds and any refunding bonds.

3. Management: The Agency shall be governed by a Board (the “Board”) which shall be made up of five (5) members, as follows:

a. Three (3) of the Board members shall be appointed by the Mayor of the City with the approval of the City Council. The CRA shall appoint two (2) members. Each party may also appoint at least one alternate member to serve on a temporary basis as needed. Board members do not have to be members of the governing body of the respective Agencies, but up to two (2) of the Board members may be City Council Members. The members of the Board shall serve at the pleasure of the appointing party and shall serve until the member resigns or is replaced by the appointing entity.

b. The Board shall elect a Chairperson and a Vice-Chairperson from its members. The Chairperson shall preside at all meetings of the Board. The Vice-Chairperson shall act in the absence of the Chairperson. The Board shall also elect a Secretary, who is not required to be a member of the Board. In the event that the Agency is responsible for any funds, the City Finance Director shall act as Ex Officio Treasurer of the Board.

c. The Board shall meet at such time and place as specified by call of the Chairperson or any two members. The Board may, by resolution or bylaw provide for regular meeting times. The Board shall meet at least once per year. Notice of all meetings shall be given as provided for by Nebraska law for political subdivisions.

d. A majority of the Board, to include at least one member representing each Member, shall constitute a quorum to conduct business at any meeting. The affirmative vote of a majority of those present at a meeting at which a quorum is present, and including the affirmative vote of at least one Board member representing the City, shall be required for the Board to act.

4. Board Duties: The Board shall be responsible for governing the actions of the Agency and expenditures of any funds allocated to the Agency. For the purposes of §77-27,142(3) of the Nebraska Statutes, the Board shall be a separate administrative entity relating to the Infrastructure Projects, to include those made in blighted and substandard areas. The Board shall be responsible for evaluating and making recommendations for long term development of unified governance of the Infrastructure Projects, and at least every five (5) years review the performance of the Infrastructure Projects, including without limitation, the impact of such projects on the removal and eradication of blight and substandard conditions within the City, in addition to any other benchmarks periodically established by the Board or Nebraska Legislature.

The Agency and the Board shall have all powers as are provided for in the Act with respect to its purpose.

5. Funding of the Agency: It is not anticipated that the Agency will be funded initially. The City may, however, in the future fund the Agency from any legal funding source, as determined by the City.

6. Property: All Infrastructure Projects shall be the property of the City. Otherwise, all real and personal property ("Property") contributed to or acquired by the Agency shall be the property of the Agency unless conveyed by the Agency to one of the Members; provided, however, no property shall be conveyed to the CRA without the consent of the City. Upon termination of the Agency, all Property shall be distributed to the City, or as otherwise designated by the City.

7. Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed given at the addresses shown below, when (i) personally delivered, (ii) sent by electronic mail to the authorized representative of a Member, (iii) sent by nationally-recognized courier service with proof of delivery, or (iv) sent by registered or certified United States mail, return receipt requested, postage prepaid. A Member may change its email address or mailing address by delivering notice to the other Party. A notice shall be consider effective upon receipt.

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69631
Att: City Manager

Community Redevelopment Authority
of the City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69631
Att: Chairperson

8. Miscellaneous:

a. This Agreement is binding upon and inures to the benefit of the Members and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Agreement shall relieve any Member of its obligations under this Agreement. This Agreement shall not be assignable by either Member without the consent of the other party.

b. The provisions of this Agreement shall be severable. If any of the provisions of this Agreement, or the application of any provision to any person, entity or circumstances, are held to be invalid, such invalidity shall not affect other provisions of or applications of this Agreement which can be given affect without the invalid provision or applications.

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

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

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

f. This Agreement contains the entire agreement of the Members. This Agreement may be amended only in writing signed by both of the Members.

City of Scottsbluff, Nebraska

By _____
Mayor

Attest:

City Clerk

Community Redevelopment Authority of the
City of Scottsbluff, Nebraska,

By: _____
Chairperson

City of Scottsbluff, Nebraska

Monday, October 15, 2018

Regular Meeting

Item Reports6

Council to receive a report on committees that are coming up for appointment in December.

Staff Contact: Nathan Johnson, City Manager

CITY COUNCIL BOARD APPOINTMENTS
AS OF OCTOBER 1, 2018

- a) Panhandle Area Development District – City Manager or designee (primary) and Gonzales (alternate)
- b) Scottsbluff Drain Operating Committee – Meininger
- c) Panhandle Humane Society – Animal Control Officer Bornschlegl
- d) Technical Advisory Committee – City Manager, (staff) Shaver and Colwell (alternate)
- e) NPPD Retail Community Customer Committee – City Manager or designee (primary)
- f) Public Alliance for Community Energy (PACE) – City Manager or designee (primary)
- g) Senior Center – Meininger
- h) Youth Council –Shaver
- i) Resource, Conservation & Development Board (RC&D)- Colwell (primary)
- j) Riverside Discovery Center Board – McCarthy (ex-officio)
- k) 911 Steering Committee – Meininger and Shaver (alternate)
- l) Western Nebraska Economic Development Committee –Gonzales
- m) Revenue Committee – Gonzales, Shaver
- n) East Overland Steering Committee – Gonzales
- o) Tri-City Active Living Advisory Council – Shaver
- p) Platte Alliance Water Supply – Appoint December 3, 2108 / Member & Alternate