



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

**Regular Meeting**  
**September 7, 2021**  
**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. **Scottsbluff Youth Council**
  - a) (informational only):
8. **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) Council to approve the minutes of the August 30, 2021 Special Meeting.
  - b) Council to approve the minutes of the August 30, 2021 Regular Meeting.
  - c) Council to set a public hearing for September 20, 2021 at 6:00 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by Kersch, LLC for the Kersch Powerhouse Renovation Project.
  - d) Council to set a public hearing for September 20, 2021 at 6:00 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by 26 Group, LLC for the 26 Group Fuel Station and Convenience Store-West Project.
  - e) Council to set a public hearing for September 20, 2021 at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding an application to add a Catering Endorsement to a Class I Liquor License held by P.R.E.S. Inc., d/b/a Rosita's, 1205 E. Overland, Scottsbluff
9. **Claims**
  - a) Council to consider and take action on claims of the City.

10. **Public Hearings:**

- a) Council to conduct a public hearing set for this date at 6:00 p.m. for authorizing the final tax request for the 2021-2022 year at a different amount than the prior year request and discuss and consider action on a Resolution setting the request.
- b) Council to conduct a public hearing set for this date at 6:00 p.m. to consider a Class I Liquor License for San Pedro JC, LLC d/b/a San Pedro Mexican Restaurant, 23 West 27th Street, Scottsbluff, NE.
- c) Council to discuss and consider action making a recommendation to the Nebraska Liquor Control Commission naming Karla Montelongo as the Liquor License Manager of San Pedro JC, LLC d/b/a San Pedro Mexican Restaurant, 23 West 27th Street, Scottsbluff, NE.

11. **Resolution & Ordinances:**

- a) Council to consider the second reading of the Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2021-2022.
- b) Council to consider the second reading of the Ordinance updating utility user fees, including water and sewer fees, solid waste collection and surcharge for stormwater.
- c) Council to consider the first reading of the Ordinance updating parks within the City.

12. **Subdivisions & Public Improvements:**

- a) Council to discuss and consider action on the final plat of Lots 7A and 7B, Block 1, Quindt Commercial Tracts, a subdivision of Lot 7 Block 1, Quindt Commercial Tracts, to the City of Scottsbluff and authorize the Mayor to sign the Resolution.

13. **Petitions, Communications, Public Input:**

- a) Council to discuss and consider action making a recommendation to the Nebraska Liquor Control Commission naming William T. Jennings as the Liquor License Manager of 2627 Lodging, LLC d/b/a Fairfield Inn and Suites Scottsbluff, 902 Winter Creek Dr., Scottsbluff, NE
- b) Mayor to read the Proclamation naming September 15th through October 15, 2021 as National Hispanic Heritage Month.

14. **Reports from Staff, Boards & Commissions:**

- a) Council to discuss and consider action on approving Resource Management Co., Inc. to haul and process scrap tires following a two-day scrap tire collection at the Compost Facility on September 10, 2021 and September 11, 2021.
- b) Council to discuss and consider action on the Downtown Garden's Maintenance Agreement with Paige's Posies and authorize the Mayor to sign the Agreement.
- c) City Council to discuss and consider action on the Mayor's nomination of a qualified applicant to fill the vacant Council Member position.

15. **Council reports** (informational only): This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.
16. **Adjournment.**

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

**Item Closed1**

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

**Staff Contact:**

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Youth Cou 1**

**(informational only):**

**Staff Contact:**

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Consent1**

**Council to approve the minutes of the August 30, 2021 Special Meeting.**

**Staff Contact: City Council**

Special Meeting  
August 30, 2021

The Scottsbluff City Council met in a Special Meeting on Monday, August 30, 2021 at 12:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. The meeting was requested by a written call therefor by City Manager Dustin Rief to conduct a public hearing on the proposed budget statement. A notice of the meeting along with the proposed budget statement had been published on August 22, 2021 in the Star Herald, a newspaper published and of general circulation of the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodation to attend the council meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the 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 and proposed budget statement, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice and budget statement were also available on the City's website on August 22, 2021. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. Mayor McKerrigan welcomed everyone and informed those in attendance that a copy of the Nebraska Open Meetings Act was available for the public's review. The following Council Members were present: Jeanne McKerrigan, Jordan Colwell, and Angela Scanlan. Also present were City Manager Dustin Rief, City Attorney Kent Hadenfeldt, and Finance Director, Liz Loutzenhiser. Mayor McKerrigan asked if there were any changes to the agenda. There were no changes. Mayor McKerrigan 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 was none.

Nathan Green entered the meeting after roll call at 12:00 p.m.

Mayor McKerrigan opened the public hearing at 12:01 p.m. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the FY 2021-2022 budget.

She started by giving a summary of the budget as follows:

FY22 Budgeted Government Wide Total Revenues net of transfers \$30,756,271 (increased budgeted sales tax and NPPD lease revenues, no debt issuance budgeted)

FY 21 Budgeted Government Wide Total Revenues net of transfers \$28,045,521.

FY 22 Budgeted Revenues – General Fund only - \$9,199,248 (budgeted increase in sales tax revenues and NPPD lease revenues)

FY 21 Budgeted Revenues – General Fund only - \$8,806,527.

FY 22 Budgeted Sales Tax Revenues \$6,100,000.

FY21 Budgeted Sales Tax Revenues \$5,900,000.

FY22 Budgeted NPPD Lease Revenues \$2,900,000 (increase due to lease payment increasing from 13.5% to 14.0% for FY22).

FY21 Budgeted NPPD Lease Revenues \$2,825,000 (increase due to lease payment increasing from 13.0% to 13.5% for FY21).

FY22 Budgeted Government Wide Total Expenditures \$47,874,698 (includes capital expenditures \$10,693,351, debt service \$1,452,361, contingencies \$5,650,000).

FY21 Budgeted Government Wide Total Expenditures \$48,651,933 (includes capital expenditures \$8,833,201, debt service \$2,438,068, contingencies \$5,450,000).

FY22 Budgeted Total Operating Expenses (excludes debt service and capital expenditures) \$26,644,987 (largest decrease was in payroll and benefits due to retirement of longer term employees who were replaced with entry level employees; \$305,000 (12%) increase in health insurance anticipated premiums and claims expense; \$335,914 in increased payroll and benefits, includes 5% increase in workman's compensation insurance expense 7.5% increase in property and vehicle insurance across all funds and 12% increase in liability insurance across all funds).

FY21 Budgeted Total Operating Expenses (excludes debt service and capital expenditures) \$27,278,397 (increase of approximately \$2.0M including \$500,000 in community development grants (CRA); \$320,000 (10%) increase in health insurance anticipated premiums and claims expense; \$655,000 in increased payroll and benefits; includes 5% increase in workman's compensation insurance expense; 5% increase in property and vehicle insurance across all funds and 10% increase in liability insurance across all funds).

FY22 Budgeted Expenses – General Fund \$11,964,745 (includes \$250,000 contingency; 1.5M for various parks improvements; \$30,000 for development services permitting software; \$30,000 for a new mail server; \$583,000 to CRA & Community Programming – carryover budget from prior year).

FY21 Budgeted Expenses – General Fund \$12,629,537 (includes \$250,000 contingency; 1.041M for pathway expansion; \$400,000 for 23 Club Improvements; \$300,000 for library HVAC and carpet; \$500,00 to CRA; \$500,000 for various Council designated capital projects).

FY22 Budgeted operating expense General fund without capital improvements or contingency \$10,155,745.

FY21 Budgeted operating expense General Fund without capital improvements or contingency \$10,138,508.

FY22 Budgeted Full Time Employees authorized 137; FY21 Budgeted Full Time Employees authorized 133.

There were no comments from the public or Council after the summary. Mayor McKerrigan closed the public hearing at 12:08 p.m.

Council Member Scanlan moved, seconded by Council Member Colwell to adjourn the meeting at 12:08 p.m., "YEAS," Green, Scanlan, McKerrigan, and Colwell. "NAYS," None. Absent: None.

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Mayor

Attest:

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City Clerk

“SEAL”

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Consent2**

**Council to approve the minutes of the August 30, 2021 Regular Meeting.**

**Staff Contact: City Council**

Regular Meeting  
August 30, 2021

The Scottsbluff City Council met in a regular meeting on August 30, 2021 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 August 27, 2021, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting; that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on August 27, 2021. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The meeting was called to order and the Pledge of Allegiance was recited. Mayor McKerrigan welcomed everyone and 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: Jeanne McKerrigan, Nathan Green, Jordan Colwell, and Angela Scanlan, Also present were City Attorney Kent Hadenfeldt and City Manager Dustin Rief. Absent: None. Mayor McKerrigan asked if there were any changes to the agenda. There were no changes. Mayor McKerrigan 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 was none.

Moved by Council Member Green, seconded by Council Member Scanlan,

- a) The minutes of the August 16, 2021 Regular Meeting be approved.
- b) Council will take receipt of and acknowledge a liability claim from First Church of God, 2122 Avenue F, Scottsbluff, NE. The claim has been withdrawn with no action taken. "YEAS," Colwell, Scanlan, Green, and McKerrigan "NAYS," None. Absent: None.

Mayor McKerrigan read the Proclamation naming September as Attendance Awareness Month. After the reading, Jamie Batterman with Scottsbluff Public Schools came forward and thanked Council for collaborating with the school. She explained they are launching the Everyday Matters campaign focusing on reducing absenteeism and the barriers that prohibit students from coming to school. Some of the barriers include transportation issues, poverty, inadequate housing, and lack of access to appropriate healthcare. The goal is to address absenteeism proactively and positively rather than reactively and punitively.

Ms. Michele Denton, Executive Director of West Nebraska Arts Center and Mindy Petersen, owner of Granola Box and Market Place Coffee Company came forward regarding a Special Designated Liquor License for the West Nebraska Arts Center on September 25<sup>th</sup> from 4:00 to 8:00 p.m. The event is for an art sale fundraiser to benefit a local church with their youth outreach. Police Chief Kevin Spencer was asked by Council if he had any concerns. Mr. Spencer commented he does not, as they have had these types of events many times with no issues. Council Member Scanlan made a motion, seconded by Council Member Colwell to approve a Special Designated Liquor License for Granola Box and Marketplace Company to serve wine at the West Nebraska Arts Center, 106 E. 18<sup>th</sup> Street, Scottsbluff, NE on September 25<sup>th</sup> from 4:00-8:00 p.m. for an art sale, "YEAS," Green, Scanlan, McKerrigan, and Colwell. "NAYS," None. Absent: None.

Council introduced the Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2021-2022 and was read by title on first reading: **AN ORDINANCE TO ADOPT**

**THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVED FOR AN EFFECTIVE DATE AND TO PUBLISH IN PAMPHLET FORM.**

Regarding the Ordinance to update utility user fees, including water and sewer fees, solid waste collection and surcharge for stormwater, City Manager Rief explained this coincides with the budget; there will be a bi monthly increase of \$4.00 on an average bill.

Council introduced the Ordinance updating the utility user fees, including water and sewer fees, solid waste collection and surcharge for stormwater and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT SECTIONS 6-6-23, 6-6-24, 6-6-26, 6-6-26.1 AND 6-6-27; AMENDING AND CHANGING SEWER USER FEES INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS AT SECTIONS 6-6-19, 6-6-20, 6-6-22, AMENDING AND CHANGING THE WATER SERVICE FEES AT SECTION 6-6-28 ALL IN CHAPTER 6 ARTICLE 6 OF THE MUNICIPAL CODE, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Concerning the Resolution to authorize the City Manager to sign closing documents for the donation of real estate to the City, Mr. Rief explained to Council by approving the Resolution he will have authority to sign closing documents regarding the real estate donation from the Smith family to the City of Scottsbluff. The land donated is a parcel of land behind the old Albertsons building, armory and 23 Club complex. Council Member Green moved, seconded by Council Member Scanlan to approve Resolution No. 21-08-02 authorizing the City Manager to sign closing documents for donation of real estate and authorize the Mayor to sign the Resolution, "YEAS," Scanlan, McKerrigan, Colwell, and Green. "NAYS," None. Absent: None.

**RESOLUTION NO. 21-08-02**

WHEREAS, the City of Scottsbluff has entered into a Real Estate Donation Agreement with Smith Land Company, LLC; and

WHEREAS, the Real Estate Donation Agreement has been signed and a closing is forthcoming.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Scottsbluff, Nebraska:

The City Council now delegates the City Manager authorization to sign any and all documents required for the closing in order for the City to complete the conveyance of real estate being donated by Smith Land Company, LLC. This authorization would include signing a HUD-1 Closing Statement and participating in the closing in order to complete the donation of real estate.

Passed and approved on this 30<sup>th</sup> day of August, 2021.

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Jeanne McKerrigan, Mayor

ATTEST:

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Kimberley Wright, City Clerk

Mr. Jordan Diedrich, Deputy Public Works Director approached Council regarding a Resolution to approve the application for grant funds from the Recreational Trails Program. Mr. Diedrich explained this grant has been included in the budget for next fiscal year and the Resolution does three things: 1) It supports the application for the Recreational Trails Program; 2) confirms we have matching funds available; and 3) shows City Council support for the project going forward. This grant is an 80/20 grant – 80% Federal 20% local; our portion would be \$62,500 with a project total of \$312,500. He further added the City is proposing to add two trailheads and two restrooms along the Monument Valley Pathway with the grant funds. The restrooms will be located at Northwood and Westmoor Parks. One trailhead is proposed to be located at 27<sup>th</sup> Street and Avenue I; the land at this location is currently for sale and the City feels this would be a great location for a trailhead. The next location encompasses City well house property at 20<sup>th</sup> between Avenue B and Avenue X. The property is an undeveloped empty lot that could be put to use with landscaping and parking for people to use the pathway. After discussion, Council Member Scanlan moved, seconded by Council Member Colwell to approve Resolution No. 21-08-03 which would support the application for grant funds from the Recreational Trails Program and authorize the Mayor to sign the Resolution, “YEAS,” Scanlan, McKerrigan, Colwell, and Green. “NAYS,” None. Absent: None.

**RESOLUTION NO. 21-08-03**

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

**WHEREAS**, the City of Scottsbluff, Nebraska now proposes to apply for assistance from the Recreation Trails Program through the Federal Highway Administration Moving Ahead for Progress in the 21<sup>st</sup> Century Act. The purpose of applying for assistance is to provide recreational public trails and trail related developments along the Monument Valley Pathway to include trailheads and restrooms;

**WHEREAS**, the City of Scottsbluff, Nebraska has available the funds to finance the activity until reimbursed by the Recreational Trails Program, and the financial capability to operate, maintain, and manage the completed projects in a safe and attractive manner for public use; and,

**WHEREAS**, the proposed application and supporting documents were completed and will be considered public documents which will be reviewed and considered at a public meeting of the City of Scottsbluff, Nebraska;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE**

**CITY OF SCOTTSBLUFF, NEBRASKA** that the City of Scottsbluff, Nebraska, by and through its governing body, supports the Application and Program, has the required matching funds on hand to allocate to this Program and fully supports the Recreational Trails Program for the purposes of providing recreational public trails and trail related developments such as trailheads and improvements along the Monument Valley Pathway.

Passed and approved this 30th day of August, 2021.

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**Jeanne McKerrigan, Mayor**

**ATTEST:**

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**Kimberley Wright, City Clerk**

Mr. Rief presented the 2021-2022 Pay Resolution. He explained this is for next fiscal year starting September 27<sup>th</sup> to align with payroll. Employees will receive a 2% COLA as requested in the budget. Public Works employees, however, will receive a 2.1% increase due to timing of the IBEW contract. Council Member Scanlan made a motion, seconded by Council Member Green to approve the 2021-2022 Pay Resolution No. 21-08-04 and authorize the mayor to sign the Resolution, "YEAS," Colwell, McKerrigan, Green, and Scanlan. "NAYS," None. Absent: None.

RESOLUTION NO. 21-08-04

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

1. That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved August 30, 2021 and effective September 27, 2021.

PAY SCHEDULE - GENERAL EMPLOYEES ONLY  
HOURLY RATES (Based on 40 hour work week)

Grade	A	B	C	D	E	L1	L2
2	\$9.45	\$9.92	\$10.42	\$10.94	\$11.50	\$12.07	\$12.67
3	\$9.92	\$10.42	\$10.94	\$11.50	\$12.07	\$12.67	\$13.31
4	\$10.42	\$10.94	\$11.50	\$12.07	\$12.67	\$13.31	\$13.97
5	\$10.94	\$11.50	\$12.07	\$12.67	\$13.31	\$13.97	\$14.68
6	\$11.50	\$12.07	\$12.67	\$13.31	\$13.97	\$14.68	\$15.41
7	\$12.07	\$12.67	\$13.31	\$13.97	\$14.68	\$15.41	\$16.19
8	\$12.67	\$13.31	\$13.97	\$14.68	\$15.41	\$16.19	\$16.99
9	\$13.31	\$13.97	\$14.68	\$15.41	\$16.19	\$16.99	\$17.84
10	\$13.97	\$14.68	\$15.41	\$16.19	\$16.99	\$17.84	\$18.73
11	\$14.68	\$15.41	\$16.19	\$16.99	\$17.84	\$18.73	\$19.67
12	\$15.41	\$16.19	\$16.99	\$17.84	\$18.73	\$19.67	\$20.66
13	\$16.19	\$16.99	\$17.84	\$18.73	\$19.67	\$20.66	\$21.69
14	\$16.99	\$17.84	\$18.73	\$19.67	\$20.66	\$21.69	\$22.77
15	\$17.84	\$18.73	\$19.67	\$20.66	\$21.69	\$22.77	\$23.90
16	\$18.73	\$19.67	\$20.66	\$21.69	\$22.77	\$23.90	\$25.09
17	\$19.67	\$20.66	\$21.69	\$22.77	\$23.90	\$25.09	\$26.36
18	\$20.66	\$21.69	\$22.77	\$23.90	\$25.09	\$26.36	\$27.66
19	\$21.69	\$22.77	\$23.90	\$25.09	\$26.36	\$27.66	\$29.05
20	\$22.77	\$23.90	\$25.09	\$26.36	\$27.66	\$29.05	\$30.50

BI-WEEKLY RATES - EXEMPT EMPLOYEES

Grade	A	B	C	D	E	L1	L2
18	\$1,648.83	\$1,731.28	\$1,817.84	\$1,908.73	\$2,004.17	\$2,104.37	\$2,209.60
19	\$1,731.28	\$1,817.84	\$1,908.73	\$2,004.17	\$2,104.37	\$2,209.60	\$2,320.08
20	\$1,817.84	\$1,908.73	\$2,004.17	\$2,104.37	\$2,209.60	\$2,320.08	\$2,436.08
21	\$1,908.73	\$2,004.17	\$2,104.37	\$2,209.60	\$2,320.08	\$2,436.08	\$2,557.88
22	\$2,004.17	\$2,104.37	\$2,209.60	\$2,320.08	\$2,436.08	\$2,557.88	\$2,685.78
23	\$2,104.37	\$2,209.60	\$2,320.08	\$2,436.08	\$2,557.88	\$2,685.78	\$2,820.07
24	\$2,209.60	\$2,320.08	\$2,436.08	\$2,557.88	\$2,685.78	\$2,820.07	\$2,961.07
25	\$2,320.08	\$2,436.08	\$2,557.88	\$2,685.78	\$2,820.07	\$2,961.07	\$3,109.12
26	\$2,436.08	\$2,557.88	\$2,685.78	\$2,820.07	\$2,961.07	\$3,109.12	\$3,264.58
27	\$2,557.88	\$2,685.78	\$2,820.07	\$2,961.07	\$3,109.12	\$3,264.58	\$3,427.79
28	\$2,685.78	\$2,820.07	\$2,961.07	\$3,109.12	\$3,264.58	\$3,427.79	\$3,599.19
29	\$2,820.07	\$2,961.07	\$3,109.12	\$3,264.58	\$3,427.79	\$3,599.19	\$3,779.15
30	\$2,961.07	\$3,109.12	\$3,264.58	\$3,427.79	\$3,599.19	\$3,779.15	\$3,968.11
31	\$3,109.12	\$3,264.58	\$3,427.79	\$3,599.19	\$3,779.15	\$3,968.11	\$4,166.51

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

**HOURLY POSITIONS - GENERAL EMPLOYEES ONLY**

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
7	Library Technician	14	Compliance Officer
7	Waterpark Manager	15	Crew Leader
9	Building & Grounds Custodian	18	Utilities Administrative Coordinator
10	Library Assistant	18	Account Clerk - Finance
11	Record Technician	18	Admin. Assist. - Police Department
12	Administrative Services Assistant	18	Cemetery Supervisor
12	Administrative Records Technician	20	Fire Prevention Officer
13	Administrative Assistant	20	Code Administrator I
13	Maintenance Worker – Parks, Cemetery	20	Payroll Clerk/Benefit Administrator

**EXEMPT POSITIONS**

**Professional, Administrative and Executive**

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
18	Librarian	24	Park Supervisor
20	GIS Analyst	26	Deputy Director of Finance
22	Transportation Supervisor	26	Deputy Director of Public Works
22	Water System Supervisor	27	Director of Economic Development
22	Wastewater Plant Supervisor	27	Police Captain
22	Environmental Services Supervisor	27	Director of Human Resources
22	Code Administrator II	29	Director of Public Works
23	Small Business Outreach Public Relations Coordin.	29	Fire Chief
23	Planning Administrator	30	Police Chief
24	City Clerk/Risk Manager	31	Director of Finance
24	Library Director		

3. That the following pay schedule for officers and employees in Unclassified Positions of the City is approved August 30, 2021 and effective September 27, 2021.

*Seasonal and Part-Time Hourly Rates*

<u>Class Title</u>	<u>Hourly Pay Schedule</u>						
	1	2	3	4	5	6	7
School Crossing Guard	\$9.40	\$9.90	\$10.40	\$10.60	\$10.80	\$11.00	\$11.20
Library Page	\$9.40	\$9.90	\$10.40	\$10.60	\$10.80	\$11.00	\$11.20
Laborer	\$9.40	\$9.90	\$10.40	\$10.60	\$10.80	\$11.00	\$11.20
Field Mt. Grdskpr	\$9.80	\$10.30	\$10.80	\$11.00	\$11.20	\$11.40	\$11.60
Lifeguard*	\$9.80	\$10.30	\$10.80	\$11.00	\$11.20	\$11.40	\$11.60

\*Lifeguard with Nebraska Certified Pool Operator's License & Assigned to the maintenance of the Waterpark facility will receive an additional \$.30 per hour.

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

4. The Pay Schedule for the positions of Firefighters, Fire Lieutenants and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the Mayor and City Council on August 30, 2021 and effective September 27, 2021.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 Hour Week)</u>							
	1	2	3	4	5	6	7	8
Firefighter	\$15.02	\$15.78	\$16.56	\$17.39	\$18.26	\$19.18	\$20.13	\$21.14
Fire Lieutenant	\$17.27	\$18.15	\$19.03	\$19.99	\$21.00	\$22.05	\$23.15	\$24.32
Fire Captain	\$19.46	\$20.43	\$21.45	\$22.53	\$23.65	\$24.84	\$26.08	\$27.39

5. That the Pay Schedule for the position of Patrol Officer, Corporal and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on August 30, 2021 and effective September 27, 2021.

<u>Class Title</u>	<u>Hourly Pay Schedule</u>							
	1	2	3	4	5	6	7	8
Patrol Officer	\$21.08	\$22.14	\$23.26	\$24.41	\$25.64	\$26.92	\$28.26	\$29.67
Police Corporal	\$22.85	\$24.00	\$25.20	\$26.46	\$27.77	\$29.17	\$30.63	\$32.16
Police Sergeant	\$25.20	\$26.46	\$27.77	\$29.17	\$30.63	\$32.16	\$33.77	\$35.46

6. That the following Pay Schedule for the above listed IBEW eligible positions of the City of Scottsbluff, Nebraska employed in Classified Positions be approved August 30, 2021 and Effective September 27, 2021.

Pay Schedule - IBEW Eligible Employees Only Hourly Rates (Based on 40 hour work week)

Class Title	Hourly Pay Schedule							
	A	B	C	D	E	L1	L2	L3
Transportation Motor Equip Opr	\$15.57	\$16.35	\$17.16	\$18.02	\$18.93	\$19.87	\$20.87	\$21.91
Transportation Heavy Equip Opr	\$16.92	\$17.77	\$18.65	\$19.58	\$20.56	\$21.59	\$22.68	\$23.81
Transportation Traffic Control Tech	\$17.16	\$18.02	\$18.93	\$19.87	\$20.87	\$21.91	\$23.00	\$24.16
Environmental Svcs Solid Waste Opr	\$16.67	\$17.51	\$18.38	\$19.30	\$20.27	\$21.28	\$22.34	\$23.46
Wastewater Maintenance Worker	\$16.24	\$17.06	\$17.91	\$18.81	\$19.75	\$20.74	\$21.77	\$22.86
Wastewater Plant Operator I	\$16.35	\$17.16	\$18.02	\$18.92	\$19.87	\$20.86	\$21.90	\$23.00
Wastewater Plant Operator II	\$18.92	\$19.87	\$20.86	\$21.90	\$22.99	\$24.15	\$25.35	\$26.62
Compost Facility Opr II	\$18.92	\$19.87	\$20.86	\$21.90	\$22.99	\$24.15	\$25.35	\$26.62
Compost Facility Maintenance Worker	\$16.24	\$17.06	\$17.91	\$18.81	\$19.75	\$20.74	\$21.77	\$22.86
Stormwater Program Specialist	\$21.34	\$22.41	\$23.41	\$24.44	\$25.48	\$26.52	\$28.59	\$30.02
Water Maintenance Worker	\$16.24	\$17.06	\$17.91	\$18.81	\$19.75	\$20.74	\$21.77	\$22.86
Water System Operator I	\$17.00	\$17.85	\$18.75	\$19.67	\$20.67	\$21.70	\$22.78	\$23.92
Water System Operator II	\$19.60	\$20.58	\$21.61	\$22.70	\$23.83	\$25.01	\$26.27	\$27.59
Water Construction Location Spec	\$19.60	\$20.58	\$21.61	\$22.70	\$23.83	\$25.01	\$26.27	\$27.59
Environmental Svcs Mechanic	\$20.03	\$21.03	\$22.08	\$23.19	\$24.35	\$25.57	\$26.84	\$28.19
Transportation Mechanic	\$20.03	\$21.03	\$22.08	\$23.19	\$24.35	\$25.57	\$26.84	\$28.19

7. Resolution No. 20-09-05 and all other resolutions in conflict with this resolution are repealed.

Passed and approved this 30th day of August, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Ms. Starr Lehl, Economic Development Director, approached Council regarding the Second Amendment to the Economic Development Assistance Agreement for McKinney Manufacturing and Sales, LLC. Ms. Lehl explained that McKinney Manufacturing has asked for an extension to their LB840 note to address some downturn because the majority of their business has been in the oil and gas industry. She added the LB840 Committee unanimously recommended the Amendment to the Agreement.

Mr. Roger McKinney came forward and stated they had their best year ever as far as sales in the first, second and third quarters. The downturn came with COVID and the election. They have utilized the equipment they have purchased with LB840 funds and have maintained their staff of seven. In addition, their largest customer is looking toward getting into backup energy resources moving away from the oil and gas industry.

Ms. Lehl explained the next payment will be due in August 2022, but the interest will continue to accrue and they will keep earning job credits. Council Member Scanlan moved, seconded by Council Member Colwell to approve the Second Amendment to the Economic Development Assistance Agreement for McKinney Manufacturing and Sales, LLC, "YEAS," McKerrigan, Green, Colwell, and Scanlan. "NAYS," None. Absent: None.

Mr. Rief presented the Scotts Bluff County KENO Remote Location Operation Agreement explaining the Agreement has come before Council previously; they have added a location (16<sup>th</sup> Empire) which resulted in the Amendment. In addition, the County is holding City funds until the Agreement has been approved by Council. Council Member Green moved, seconded by Council Member Scanlan to approve the Scotts Bluff County KENO Remote Location Operation Agreement and authorize the Mayor to sign the Agreement, “YEAS,” Colwell, Scanlan, Green, and McKerrigan. “NAYS,” None. Absent: None

Under Council Reports, Council Member Green informed there was a First Responders appreciation which Mayor McKerrigan attended with police and fire. He added it was very appreciated by the residents, staffers and all who attended.

Council Member Scanlan moved, seconded by Council Member Colwell to adjourn the meeting at 6:33 p.m., “YEAS,” Green, Scanlan, McKerrigan, and Colwell. “NAYS,” None. Absent: None.

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Mayor

Attest:

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City Clerk

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Consent3**

**Council to set a public hearing for September 20, 2021 at 6:00 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by Kersch, LLC for the Kersch Powerhouse Renovation Project.**

**Staff Contact: City Council**

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Consent4**

**Council to set a public hearing for September 20, 2021 at 6:00 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by 26 Group, LLC for the 26 Group Fuel Station and Convenience Store-West Project.**

**Staff Contact: City Council**

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Consent5**

**Council to set a public hearing for September 20, 2021 at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding an application to add a Catering Endorsement to a Class I Liquor License held by P.R.E.S. Inc., d/b/a Rosita's, 1205 E. Overland, Scottsbluff**

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

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Claims1**

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

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



# Expense Approval Report

By Vendor Name

Post Dates 8/17/2021 - 9/7/2021

Description (Payable)	Account Name	Amount
<b>Vendor: 00743 - 3M COMPANY</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
PAVEMENT MARKING TAPE - YE...	STREET REPAIR SUPPLIES	1,120.30
ADHESIVE FOR PAVEMENT MA...	STREET REPAIR SUPPLIES	289.00
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>1,409.30</b>
<b>Vendor 00743 - 3M COMPANY Total:</b>		<b>1,409.30</b>
<b>Vendor: 08464 - 911 CUSTOM, LLC</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	184.21
<b>Fund 111 - GENERAL Total:</b>		<b>184.21</b>
<b>Vendor 08464 - 911 CUSTOM, LLC Total:</b>		<b>184.21</b>
<b>Vendor: 09702 - AC ELECTRIC MOTOR SERVICE</b>		
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	1,799.74
<b>Fund 631 - WASTEWATER Total:</b>		<b>1,799.74</b>
<b>Vendor 09702 - AC ELECTRIC MOTOR SERVICE Total:</b>		<b>1,799.74</b>
<b>Vendor: 02583 - ADVANCE AUTO PARTS</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
DIAGNOSTIC TABLET	DEPARTMENT SUPPLIES	343.75
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>343.75</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
OIL FILTER	VEHICLE MAINTENANCE	3.14
BLOWER MOTOR RESISTOR & H...	VEHICLE MAINTENANCE	61.08
DIAGNOSTIC TABLET- CENTRAL ...	DEPARTMENT SUPPLIES	343.75
AIR FILTER- CENTRAL GARAGE	VEHICLE MAINTENANCE	9.79
OIL FILTER - CENTRAL GARAGE	VEHICLE MAINTENANCE	2.66
STEP BARS- CENTRAL GARAGE	VEHICLE MAINTENANCE	229.83
AIR AND OIL FILTER - CENTRA ...	VEHICLE MAINTENANCE	15.73
RETURNED WRONG PARTS - CE...	VEHICLE MAINTENANCE	-208.83
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>457.15</b>
<b>Vendor 02583 - ADVANCE AUTO PARTS Total:</b>		<b>800.90</b>
<b>Vendor: 10222 - AGUALLO PAUL SR</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
WELDED CAN BOTTOMS X 8	DEPARTMENT SUPPLIES	800.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>800.00</b>
<b>Vendor 10222 - AGUALLO PAUL SR Total:</b>		<b>800.00</b>
<b>Vendor: 09021 - AIRGAS USA, LLC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
WELDING SUPPLIES	DEPARTMENT SUPPLIES	57.50
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>57.50</b>
<b>Vendor 09021 - AIRGAS USA, LLC Total:</b>		<b>57.50</b>
<b>Vendor: 05887 - ALLO COMMUNICATIONS,LLC</b>		
<b>Fund: 111 - GENERAL</b>		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	241.02
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	71.64
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.17
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	38.17
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	160.00
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	143.29
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	330.48

## Expense Approval Report

Post Dates: 8/17/2021 - 9/7/2021

Description (Payable)	Account Name	Amount
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	1,217.85
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	428.07
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	235.75
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	26.02
Fund 111 - GENERAL Total:		2,927.46
Fund: 212 - TRANSPORTATION		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	423.11
Fund 212 - TRANSPORTATION Total:		423.11
Fund: 213 - CEMETERY		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	71.64
Fund 213 - CEMETERY Total:		71.64
Fund: 224 - ECONOMIC DEVELOPMENT		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	104.47
Fund 224 - ECONOMIC DEVELOPMENT Total:		104.47
Fund: 621 - ENVIRONMENTAL SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	167.94
Fund 621 - ENVIRONMENTAL SERVICES Total:		167.94
Fund: 631 - WASTEWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	157.74
Fund 631 - WASTEWATER Total:		157.74
Fund: 641 - WATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	149.97
Fund 641 - WATER Total:		149.97
Fund: 661 - STORMWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	34.05
Fund 661 - STORMWATER Total:		34.05
Fund: 721 - GIS SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.17
Fund 721 - GIS SERVICES Total:		35.17
Fund: 725 - CENTRAL GARAGE		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.00
Fund 725 - CENTRAL GARAGE Total:		35.00
Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:		4,106.55
Vendor: 03711 - AMAZON.COM HEADQUARTERS		
Fund: 111 - GENERAL		
Misc.	DEPARTMENT SUPPLIES	235.16
Misc.	AUDIOVISUAL SUPPLIES	634.89
Misc.	COLLECTIONS	435.87
Fund 111 - GENERAL Total:		1,305.92
Vendor 03711 - AMAZON.COM HEADQUARTERS Total:		1,305.92
Vendor: 10169 - AMERICAN LEGAL PUBLISHING CORPORATION		
Fund: 111 - GENERAL		
RECODIFICATION - ZONING	CONTRACTUAL SERVICES	6,060.00
Fund 111 - GENERAL Total:		6,060.00
Vendor 10169 - AMERICAN LEGAL PUBLISHING CORPORATION Total:		6,060.00
Vendor: 02118 - ANITA'S GREENSCAPING INC		
Fund: 111 - GENERAL		
Equip. Main.	CONTRACTUAL SERVICES	265.00
Fund 111 - GENERAL Total:		265.00
Vendor 02118 - ANITA'S GREENSCAPING INC Total:		265.00

## Expense Approval Report

Post Dates: 8/17/2021 - 9/7/2021

Description (Payable)	Account Name	Amount
<b>Vendor: 06781 - ASSURITY LIFE INSURANCE CO</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
LIFE INS	LIFE INS EE PAYABLE	32.95
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>32.95</b>
<b>Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:</b>		<b>32.95</b>
<b>Vendor: 04575 - AUTOZONE STORES, INC</b>		
<b>Fund: 111 - GENERAL</b>		
WD40 LUBRICANT	DEPARTMENT SUPPLIES	13.58
MOLDING TAPE - UNIT 2	DEPARTMENT SUPPLIES	8.58
VEH MAINT-PD	VEHICLE MAINTENANCE	10.39
<b>Fund 111 - GENERAL Total:</b>		<b>32.55</b>
<b>Vendor 04575 - AUTOZONE STORES, INC Total:</b>		<b>32.55</b>
<b>Vendor: 00295 - B &amp; H INVESTMENTS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
BLDG MAINT-PD	BUILDING MAINTENANCE	7.00
BLDG MAINT-PD	BUILDING MAINTENANCE	7.00
BLDG MAINT-PD	BUILDING MAINTENANCE	7.00
BLDG MAINT-PD	BUILDING MAINTENANCE	7.00
<b>Fund 111 - GENERAL Total:</b>		<b>28.00</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - WATER	DEPARTMENT SUPPLIES	33.50
SUPP - WATER	DEPARTMENT SUPPLIES	26.00
SUPP - WATER	DEPARTMENT SUPPLIES	33.50
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>93.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
WATER DELIVERY X 4 BOTTLES	DEPARTMENT SUPPLIES	33.50
WATER DELIVERY X 2 BOTTLES	DEPARTMENT SUPPLIES	18.50
SALT UNIT RENTAL	DEPARTMENT SUPPLIES	22.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>74.00</b>
<b>Vendor 00295 - B &amp; H INVESTMENTS, INC Total:</b>		<b>195.00</b>
<b>Vendor: 00538 - BARCO MUNICIPAL PRODUCTS INC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - CHAN. DRUMS, 42" CHA...	DEPARTMENT SUPPLIES	2,039.35
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>2,039.35</b>
<b>Vendor 00538 - BARCO MUNICIPAL PRODUCTS INC Total:</b>		<b>2,039.35</b>
<b>Vendor: 08428 - BFT, LP</b>		
<b>Fund: 111 - GENERAL</b>		
BLDG MAINT-PD	BUILDING MAINTENANCE	298.99
<b>Fund 111 - GENERAL Total:</b>		<b>298.99</b>
<b>Vendor 08428 - BFT, LP Total:</b>		<b>298.99</b>
<b>Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC</b>		
<b>Fund: 111 - GENERAL</b>		
Monthly Energy Bill	HEATING FUEL	33.48
Monthly Energy Bill	HEATING FUEL	39.62
Monthly Energy Bill	HEATING FUEL	30.25
Monthly Energy Bill	HEATING FUEL	39.63
Monthly Energy Bill	HEATING FUEL	70.30
Monthly Energy Bill	HEATING FUEL	33.17
Monthly Energy Bill	HEATING FUEL	602.41
<b>Fund 111 - GENERAL Total:</b>		<b>848.86</b>
<b>Fund: 212 - TRANSPORTATION</b>		
Monthly Energy Bill	HEATING FUEL	128.34
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>128.34</b>

## Expense Approval Report

Post Dates: 8/17/2021 - 9/7/2021

Description (Payable)	Account Name	Amount
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Monthly Energy Bill	HEATING FUEL	43.10
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>43.10</b>
<b>Fund: 641 - WATER</b>		
Monthly Energy Bill	HEATING FUEL	124.67
<b>Fund 641 - WATER Total:</b>		<b>124.67</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
Monthly Energy Bill	HEATING FUEL	30.25
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>30.25</b>
<b>Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:</b>		<b>1,175.22</b>
<b>Vendor: 00405 - BLUFFS FACILITY SOLUTIONS</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	185.00
DEPT SUPP PARK	DEPARTMENT SUPPLIES	152.97
Jan. Sup.	JANITORIAL SUPPLIES	113.90
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	180.86
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	217.46
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	37.12
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	75.02
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	75.02
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	254.95
<b>Fund 111 - GENERAL Total:</b>		<b>1,292.30</b>
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	39.93
<b>Fund 213 - CEMETERY Total:</b>		<b>39.93</b>
<b>Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:</b>		<b>1,332.23</b>
<b>Vendor: 09909 - BLUFFS PHYSICAL THERAPY, LLC</b>		
<b>Fund: 111 - GENERAL</b>		
CONSULTING-PD	CONSULTING SERVICES	160.00
<b>Fund 111 - GENERAL Total:</b>		<b>160.00</b>
<b>Vendor 09909 - BLUFFS PHYSICAL THERAPY, LLC Total:</b>		<b>160.00</b>
<b>Vendor: 09926 - BROWN CO</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	18.24
<b>Fund 111 - GENERAL Total:</b>		<b>18.24</b>
<b>Vendor 09926 - BROWN CO Total:</b>		<b>18.24</b>
<b>Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
Equip. Main.	DEPARTMENT SUPPLIES	4,180.00
Sbscrp.	SUBSCRIPTIONS	54.58
CONTRACTUAL-PD	CONTRACTUAL SERVICES	59.00
<b>Fund 111 - GENERAL Total:</b>		<b>4,293.58</b>
<b>Fund: 212 - TRANSPORTATION</b>		
PRINTER OVERAGE CHARGES	CONTRACTUAL SERVICES	54.09
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>54.09</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
PRINTER OVERAGE CHARGES	CONTRACTUAL SERVICES	54.09
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>54.09</b>
<b>Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:</b>		<b>4,401.76</b>
<b>Vendor: 07911 - CELLCO PARTNERSHIP</b>		
<b>Fund: 111 - GENERAL</b>		
CELL PHONES, IPADS, TABLETS ...	DEPARTMENT SUPPLIES	31.12
CELL PHONES, IPADS, TABLETS ...	PHONE & INTERNET	20.04
CELL PHONES-PD	PHONE & INTERNET	1,485.33
<b>Fund 111 - GENERAL Total:</b>		<b>1,536.49</b>

## Expense Approval Report

Post Dates: 8/17/2021 - 9/7/2021

Description (Payable)	Account Name	Amount
<b>Fund: 212 - TRANSPORTATION</b>		
CELL PHONES, IPADS, TABLETS ...	PHONE & INTERNET	634.97
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>634.97</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
CELL PHONES, IPADS, TABLETS ...	PHONE & INTERNET	80.16
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>80.16</b>
<b>Fund: 631 - WASTEWATER</b>		
CELL PHONES, IPADS, TABLETS ...	PHONE & INTERNET	30.06
<b>Fund 631 - WASTEWATER Total:</b>		<b>30.06</b>
<b>Fund: 641 - WATER</b>		
CELL PHONES, IPADS, TABLETS ...	PHONE & INTERNET	30.06
<b>Fund 641 - WATER Total:</b>		<b>30.06</b>
<b>Fund: 721 - GIS SERVICES</b>		
CELL PHONES, IPADS, TABLETS ...	PHONE & INTERNET	10.02
<b>Fund 721 - GIS SERVICES Total:</b>		<b>10.02</b>
<b>Vendor 07911 - CELLCO PARTNERSHIP Total:</b>		<b>2,321.76</b>
<b>Vendor: 02396 - CITIBANK N.A.</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP CM	DEPARTMENT SUPPLIES	9.99
DEPT SUPP REC	DEPARTMENT SUPPLIES	26.73
DEPT SUPP PARK	DEPARTMENT SUPPLIES	180.98
<b>Fund 111 - GENERAL Total:</b>		<b>217.70</b>
<b>Fund: 212 - TRANSPORTATION</b>		
OFFICE SUPP - SOAP, TOWELS, ...	DEPARTMENT SUPPLIES	115.20
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>115.20</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
DEPT SUPP ECON DEV	DEPARTMENT SUPPLIES	449.99
<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>		<b>449.99</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
PRINTER AND OFFICE SUPPLIES	DEPARTMENT SUPPLIES	201.23
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>201.23</b>
<b>Fund: 661 - STORMWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	10.99
<b>Fund 661 - STORMWATER Total:</b>		<b>10.99</b>
<b>Fund: 721 - GIS SERVICES</b>		
DEPT SUPP GIS	DEPARTMENT SUPPLIES	191.99
<b>Fund 721 - GIS SERVICES Total:</b>		<b>191.99</b>
<b>Vendor 02396 - CITIBANK N.A. Total:</b>		<b>1,187.10</b>
<b>Vendor: 05859 - CITIBANK, N.A.</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - ZINC BOLTS	DEPARTMENT SUPPLIES	25.86
HEX BOLTS	DEPARTMENT SUPPLIES	17.10
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>42.96</b>
<b>Vendor 05859 - CITIBANK, N.A. Total:</b>		<b>42.96</b>
<b>Vendor: 10272 - COLERICK ED</b>		
<b>Fund: 223 - KENO</b>		
TREE REBATE #163	CONTRACTUAL SERVICES	77.00
<b>Fund 223 - KENO Total:</b>		<b>77.00</b>
<b>Vendor 10272 - COLERICK ED Total:</b>		<b>77.00</b>
<b>Vendor: 03010 - COLONIAL LIFE &amp; ACCIDENT INSURANCE COMPANY</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
INSURANCE	LIFE INS EE PAYABLE	22.75
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>22.75</b>
<b>Vendor 03010 - COLONIAL LIFE &amp; ACCIDENT INSURANCE COMPANY Total:</b>		<b>22.75</b>

## Expense Approval Report

Post Dates: 8/17/2021 - 9/7/2021

Description (Payable)	Account Name	Amount
<b>Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY</b>		
<b>Fund: 111 - GENERAL</b>		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	41.98
<b>Fund 111 - GENERAL Total:</b>		<b>41.98</b>
<b>Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:</b>		<b>41.98</b>
<b>Vendor: 00267 - CONTRACTORS MATERIALS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARK	GROUNDS MAINTENANCE	64.58
<b>Fund 111 - GENERAL Total:</b>		<b>64.58</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - 30' TAPE	DEPARTMENT SUPPLIES	29.69
SUPP - FIBER EXP. JOINT	DEPARTMENT SUPPLIES	77.42
18" CONES	DEPARTMENT SUPPLIES	1,154.44
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>1,261.55</b>
<b>Vendor 00267 - CONTRACTORS MATERIALS INC. Total:</b>		<b>1,326.13</b>
<b>Vendor: 09767 - CROELL INC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	747.50
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>747.50</b>
<b>Vendor 09767 - CROELL INC Total:</b>		<b>747.50</b>
<b>Vendor: 07689 - CYNTHIA GREEN</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	17.94
DEPT SUPP ADM	DEPARTMENT SUPPLIES	11.68
Dep. Sup.	DEPARTMENT SUPPLIES	392.02
<b>Fund 111 - GENERAL Total:</b>		<b>421.64</b>
<b>Vendor 07689 - CYNTHIA GREEN Total:</b>		<b>421.64</b>
<b>Vendor: 03321 - DALE'S TIRE &amp; RETREADING, INC.</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
TIRE REPAIRS FOR FLEET	VEHICLE MAINTENANCE	931.98
TIRE REPAIRS FOR FLEET	VEHICLE MAINTENANCE	980.66
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>1,912.64</b>
<b>Vendor 03321 - DALE'S TIRE &amp; RETREADING, INC. Total:</b>		<b>1,912.64</b>
<b>Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE</b>		
<b>Fund: 111 - GENERAL</b>		
Monthly Long Distance	PHONE & INTERNET	10.86
Monthly Long Distance	PHONE & INTERNET	0.94
Monthly Long Distance	PHONE & INTERNET	4.26
Monthly Long Distance	PHONE & INTERNET	2.10
Monthly Long Distance	PHONE & INTERNET	5.85
Monthly Long Distance	PHONE & INTERNET	11.35
Monthly Long Distance	PHONE & INTERNET	38.79
Monthly Long Distance	PHONE & INTERNET	17.36
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	3.39
<b>Fund 111 - GENERAL Total:</b>		<b>97.25</b>
<b>Fund: 212 - TRANSPORTATION</b>		
Monthly Long Distance	PHONE & INTERNET	7.37
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>7.37</b>
<b>Fund: 213 - CEMETERY</b>		
Monthly Long Distance	PHONE & INTERNET	4.28
<b>Fund 213 - CEMETERY Total:</b>		<b>4.28</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
Monthly Long Distance	PHONE & INTERNET	5.29
<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>		<b>5.29</b>

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Description (Payable)	Account Name	Amount
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Monthly Long Distance	PHONE & INTERNET	3.28
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>3.28</b>
<b>Fund: 631 - WASTEWATER</b>		
Monthly Long Distance	PHONE & INTERNET	4.26
<b>Fund 631 - WASTEWATER Total:</b>		<b>4.26</b>
<b>Fund: 641 - WATER</b>		
Monthly Long Distance	PHONE & INTERNET	3.38
<b>Fund 641 - WATER Total:</b>		<b>3.38</b>
<b>Fund: 661 - STORMWATER</b>		
Monthly Long Distance	PHONE & INTERNET	1.58
<b>Fund 661 - STORMWATER Total:</b>		<b>1.58</b>
<b>Fund: 721 - GIS SERVICES</b>		
Monthly Long Distance	PHONE & INTERNET	1.06
<b>Fund 721 - GIS SERVICES Total:</b>		<b>1.06</b>
<b>Fund: 725 - CENTRAL GARAGE</b>		
Monthly Long Distance	PHONE & INTERNET	0.85
<b>Fund 725 - CENTRAL GARAGE Total:</b>		<b>0.85</b>
<b>Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:</b>		<b>128.60</b>
<b>Vendor: 10274 - DEFENSE SOLUTIONS GROUP INC</b>		
<b>Fund: 218 - PUBLIC SAFETY</b>		
CIP-RIOT GEAR-PD	DEPARTMENT SUPPLIES	1,504.19
<b>Fund 218 - PUBLIC SAFETY Total:</b>		<b>1,504.19</b>
<b>Vendor 10274 - DEFENSE SOLUTIONS GROUP INC Total:</b>		<b>1,504.19</b>
<b>Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	162.00
<b>Fund 641 - WATER Total:</b>		<b>162.00</b>
<b>Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:</b>		<b>162.00</b>
<b>Vendor: 09621 - ENGINEERED CONTROLS INC</b>		
<b>Fund: 111 - GENERAL</b>		
Equip. Main.	EQUIPMENT MAINTENANCE	376.00
<b>Fund 111 - GENERAL Total:</b>		<b>376.00</b>
<b>Vendor 09621 - ENGINEERED CONTROLS INC Total:</b>		<b>376.00</b>
<b>Vendor: 07574 - FAT BOYS TIRE AND AUTO</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
TIRES FOR D. TRUCK	VEHICLE MAINTENANCE	1,781.19
TIRES FOR GRADER	EQUIPMENT MAINTENANCE	2,594.67
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>4,375.86</b>
<b>Vendor 07574 - FAT BOYS TIRE AND AUTO Total:</b>		<b>4,375.86</b>
<b>Vendor: 10191 - FBG SERVICE CORPORATION</b>		
<b>Fund: 111 - GENERAL</b>		
Equip. Main.	EQUIPMENT MAINTENANCE	425.60
<b>Fund 111 - GENERAL Total:</b>		<b>425.60</b>
<b>Vendor 10191 - FBG SERVICE CORPORATION Total:</b>		<b>425.60</b>
<b>Vendor: 00548 - FEDERAL EXPRESS CORPORATION</b>		
<b>Fund: 111 - GENERAL</b>		
POSTAGE HR	POSTAGE	22.74
<b>Fund 111 - GENERAL Total:</b>		<b>22.74</b>
<b>Fund: 641 - WATER</b>		
POSTAGE	POSTAGE	58.39
POSTAGE	POSTAGE	158.38

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Description (Payable)	Account Name	Amount
POSTAGE	POSTAGE	327.47
Fund 641 - WATER Total:		544.24
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:		566.98
Vendor: 10035 - FINDAWAY WORLD LLC		
Fund: 111 - GENERAL		
A/V	AUDIOVISUAL SUPPLIES	209.98
Fund 111 - GENERAL Total:		209.98
Vendor 10035 - FINDAWAY WORLD LLC Total:		209.98
Vendor: 10268 - FLORES SIERRA		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	20.00
Fund 111 - GENERAL Total:		20.00
Vendor 10268 - FLORES SIERRA Total:		20.00
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF		
Fund: 111 - GENERAL		
ENGINE 1 BODY REPAIR	VEHICLE MAINTENANCE	5,000.00
Fund 111 - GENERAL Total:		5,000.00
Fund: 215 - SPECIAL PROJECTS		
ENGINE 1 BODY REPAIR	INSURED REPAIRS/REPLACE	5,311.35
Fund 215 - SPECIAL PROJECTS Total:		5,311.35
Fund: 621 - ENVIRONMENTAL SERVICES		
REPAIRS TO UNIT #821	VEHICLE MAINTENANCE	2,568.16
ELBOW FOR UNIT #816	VEHICLE MAINTENANCE	12.68
TURN SIGNAL SWITCH FOR UNIT..	VEHICLE MAINTENANCE	131.10
FUEL FILTER FOR UNIT #816	VEHICLE MAINTENANCE	171.81
FILTER FOR UNIT #816	VEHICLE MAINTENANCE	37.25
AIR FILTER FOR UNIT #815	VEHICLE MAINTENANCE	160.79
RETURNED WRONG FILTER	VEHICLE MAINTENANCE	-37.25
Fund 621 - ENVIRONMENTAL SERVICES Total:		3,044.54
Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:		13,355.89
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	125.00
Fund 111 - GENERAL Total:		1,395.00
Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:		1,395.00
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	99.07
VEH MAINT-PD	VEHICLE MAINTENANCE	23.94
VEH MAINT-PD	VEHICLE MAINTENANCE	-42.60
Fund 111 - GENERAL Total:		80.41
Fund: 212 - TRANSPORTATION		
CAP ASSY FOR PICKUP	VEHICLE MAINTENANCE	16.69
Fund 212 - TRANSPORTATION Total:		16.69
Fund: 224 - ECONOMIC DEVELOPMENT		
CONTRACTUAL	CONTRACTUAL SERVICES	50.99
Fund 224 - ECONOMIC DEVELOPMENT Total:		50.99
Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:		148.09

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Description (Payable)	Account Name	Amount
<b>Vendor: 10136 - GREENING ENTERPRISES INC.</b>		
<b>Fund: 111 - GENERAL</b>		
STRUCTURE GLOVES XXL - SITT...	DEPARTMENT SUPPLIES	108.00
<b>Fund 111 - GENERAL Total:</b>		<b>108.00</b>
<b>Vendor 10136 - GREENING ENTERPRISES INC. Total:</b>		<b>108.00</b>
<b>Vendor: 10266 - GRIFFITH ROBER &amp;/OR SUSAN</b>		
<b>Fund: 213 - CEMETERY</b>		
QUITCLAIM DEED GRIFFITH	MISCELLANEOUS	200.00
<b>Fund 213 - CEMETERY Total:</b>		<b>200.00</b>
<b>Vendor 10266 - GRIFFITH ROBER &amp;/OR SUSAN Total:</b>		<b>200.00</b>
<b>Vendor: 04371 - HAWKINS, INC.</b>		
<b>Fund: 641 - WATER</b>		
CHEMICALS	CHEMICALS	1,807.45
CHEMICALS	CHEMICALS	2,992.32
<b>Fund 641 - WATER Total:</b>		<b>4,799.77</b>
<b>Vendor 04371 - HAWKINS, INC. Total:</b>		<b>4,799.77</b>
<b>Vendor: 10269 - HERDT CONNY</b>		
<b>Fund: 213 - CEMETERY</b>		
QUITCLAIM DEED	MISCELLANEOUS	200.00
<b>Fund 213 - CEMETERY Total:</b>		<b>200.00</b>
<b>Vendor 10269 - HERDT CONNY Total:</b>		<b>200.00</b>
<b>Vendor: 10273 - HIGH PLAINS SPAS &amp; RECREATION</b>		
<b>Fund: 111 - GENERAL</b>		
FACADE IMPROVEMENT GRANT	COMMUNITY DEVELOPMENT	1,275.00
<b>Fund 111 - GENERAL Total:</b>		<b>1,275.00</b>
<b>Vendor 10273 - HIGH PLAINS SPAS &amp; RECREATION Total:</b>		<b>1,275.00</b>
<b>Vendor: 09305 - HONEY WAGON EXPRESS</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL PARK	CONTRACTUAL SERVICES	225.00
<b>Fund 111 - GENERAL Total:</b>		<b>225.00</b>
<b>Vendor 09305 - HONEY WAGON EXPRESS Total:</b>		<b>225.00</b>
<b>Vendor: 00299 - HULLINGER GLASS &amp; LOCKS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
BLDG MAINT PARK	BUILDING MAINTENANCE	9.25
<b>Fund 111 - GENERAL Total:</b>		<b>9.25</b>
<b>Vendor 00299 - HULLINGER GLASS &amp; LOCKS INC. Total:</b>		<b>9.25</b>
<b>Vendor: 08793 - HYDRONIC WATER MANAGEMENT</b>		
<b>Fund: 111 - GENERAL</b>		
Equip. Main.	EQUIPMENT MAINTENANCE	425.00
<b>Fund 111 - GENERAL Total:</b>		<b>425.00</b>
<b>Vendor 08793 - HYDRONIC WATER MANAGEMENT Total:</b>		<b>425.00</b>
<b>Vendor: 06423 - HYDROTEX PARTNERS, LTD</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
OIL	VEHICLE MAINTENANCE	1,391.81
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>1,391.81</b>
<b>Vendor 06423 - HYDROTEX PARTNERS, LTD Total:</b>		<b>1,391.81</b>
<b>Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	54.90
Jan. Sup.	JANITORIAL SUPPLIES	89.25
DEPT SUPP ADM	DEPARTMENT SUPPLIES	54.90
<b>Fund 111 - GENERAL Total:</b>		<b>199.05</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	34.62

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Description (Payable)	Account Name	Amount
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	34.62
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	34.62
Fund 212 - TRANSPORTATION Total:		103.86
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
SHOP TOWELS, RUGS, MOPS	DEPARTMENT SUPPLIES	108.14
Fund 621 - ENVIRONMENTAL SERVICES Total:		108.14
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	39.30
CONTRACTUAL SVC	CONTRACTUAL SERVICES	36.25
CONTRACTUAL SVC	CONTRACTUAL SERVICES	36.24
CONTRACTUAL SVC	CONTRACTUAL SERVICES	39.30
Fund 631 - WASTEWATER Total:		151.09
<b>Fund: 641 - WATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	39.30
CONTRACTUAL SVC	CONTRACTUAL SERVICES	36.24
CONTRACTUAL SVC	CONTRACTUAL SERVICES	36.25
CONTRACTUAL SVC	CONTRACTUAL SERVICES	39.30
Fund 641 - WATER Total:		151.09
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:		713.23
<b>Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC</b>		
<b>Fund: 111 - GENERAL</b>		
BLDG MAINT PARK	BUILDING MAINTENANCE	235.00
Fund 111 - GENERAL Total:		235.00
Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:		235.00
<b>Vendor: 02578 - INFINITY CONSTRUCTION, INC.</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
PAVEMENT MARKING TAPE	STREET REPAIR SUPPLIES	6,947.02
Fund 212 - TRANSPORTATION Total:		6,947.02
<b>Fund: 631 - WASTEWATER</b>		
FACILITY REPAIR	FACILITY REPAIRS	20,486.00
Fund 631 - WASTEWATER Total:		20,486.00
Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:		27,433.02
<b>Vendor: 09291 - INGRAM LIBRARY SERVICES INC</b>		
<b>Fund: 111 - GENERAL</b>		
Coll.	COLLECTIONS	135.71
Coll.	COLLECTIONS	182.37
Coll.	COLLECTIONS	60.21
Fund 111 - GENERAL Total:		378.29
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:		378.29
<b>Vendor: 00733 - INLAND TRUCK PARTS &amp; SERVICE</b>		
<b>Fund: 111 - GENERAL</b>		
BATTERY REPLACEMENT - TOW...	VEHICLE MAINTENANCE	736.04
Fund 111 - GENERAL Total:		736.04
Vendor 00733 - INLAND TRUCK PARTS & SERVICE Total:		736.04
<b>Vendor: 08154 - INTERNAL REVENUE SERVICE</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	3,948.95
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	3,948.95
WITHHOLDINGS	FICA W/H EE PAYABLE	14,412.76
WITHHOLDINGS	FICA W/H EE PAYABLE	14,412.76
WITHHOLDINGS	FED W/H EE PAYABLE	24,372.64
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,025.04
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,025.04
WITHHOLDINGS	FICA W/H EE PAYABLE	14,839.40
WITHHOLDINGS	FICA W/H EE PAYABLE	14,839.40

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Description (Payable)	Account Name	Amount
WITHHOLDINGS	FED W/H EE PAYABLE	24,910.07
Fund 713 - CASH & INVESTMENT POOL Total:		123,735.01
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		123,735.01
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
DATTO ALTO BACKUP (ADMIN &... CONTRACTUAL SERVICES		2,298.00
Fund 111 - GENERAL Total:		2,298.00
Fund: 641 - WATER		
DATTO ALTO BACKUP (ADMIN &... CONTRACTUAL SERVICES		119.00
Fund 641 - WATER Total:		119.00
Vendor 08525 - INTRALINKS, INC Total:		2,417.00
Vendor: 09863 - INVENTIVE WIRELESS OF NEBRASKA L.L.C.		
Fund: 111 - GENERAL		
FACADE IMPROVEMENT GRANT COMMUNITY DEVELOPMENT		2,259.50
Fund 111 - GENERAL Total:		2,259.50
Vendor 09863 - INVENTIVE WIRELESS OF NEBRASKA L.L.C. Total:		2,259.50
Vendor: 00192 - J G ELLIOTT CO.INC.		
Fund: 111 - GENERAL		
BOND - CITY MANAGER BONDING		875.00
Fund 111 - GENERAL Total:		875.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:		875.00
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT-PD EQUIPMENT MAINTENANCE		119.98
Fund 111 - GENERAL Total:		119.98
Fund: 212 - TRANSPORTATION		
SUPP - ELBOW & BUSHING DEPARTMENT SUPPLIES		2.18
ROUND UP DEPARTMENT SUPPLIES		449.93
FILTERS FOR MOWING TRACTOR EQUIPMENT MAINTENANCE		33.72
AIR CLEANER & FILTER FOR M... EQUIPMENT MAINTENANCE		70.55
Fund 212 - TRANSPORTATION Total:		556.38
Fund: 213 - CEMETERY		
DEPT SUPP CEM DEPARTMENT SUPPLIES		47.98
Fund 213 - CEMETERY Total:		47.98
Fund: 621 - ENVIRONMENTAL SERVICES		
CAN SUPPLIES - NUMBERS & PA... DEPARTMENT SUPPLIES		61.28
Fund 621 - ENVIRONMENTAL SERVICES Total:		61.28
Vendor 06131 - JOHN DEERE FINANCIAL Total:		785.62
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP REC DEPARTMENT SUPPLIES		32.57
Fund 111 - GENERAL Total:		32.57
Fund: 213 - CEMETERY		
DEPT SUPP CEM DEPARTMENT SUPPLIES		-11.00
Fund 213 - CEMETERY Total:		-11.00
Fund: 641 - WATER		
DEPT SUP DEPARTMENT SUPPLIES		38.04
Fund 641 - WATER Total:		38.04
Vendor 08067 - JOHN DEERE FINANCIAL Total:		59.61
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK EQUIPMENT MAINTENANCE		103.94
EQUIP MAINT PARK EQUIPMENT MAINTENANCE		124.81
EQUIP MAINT PARK EQUIPMENT MAINTENANCE		118.76

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Description (Payable)	Account Name	Amount
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	124.71
Fund 111 - GENERAL Total:		472.22
Fund: 213 - CEMETERY		
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	70.98
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	11.37
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	21.84
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	49.08
Fund 213 - CEMETERY Total:		153.27
Vendor 09474 - JOHN DEERE FINANCIAL Total:		625.49
Vendor: 00407 - JWC ENVIRONMENTAL INC		
Fund: 631 - WASTEWATER		
EQUIPMENT	EQUIPMENT	18,871.48
Fund 631 - WASTEWATER Total:		18,871.48
Vendor 00407 - JWC ENVIRONMENTAL INC Total:		18,871.48
Vendor: 02522 - KITE, LANCE		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	189.00
Fund 111 - GENERAL Total:		189.00
Vendor 02522 - KITE, LANCE Total:		189.00
Vendor: 09747 - KNOW HOW LLC		
Fund: 212 - TRANSPORTATION		
SWITCH FOR SIGN TRUCK	VEHICLE MAINTENANCE	14.09
PARTS FOR PICKUP	VEHICLE MAINTENANCE	5.56
PARTS FOR PICKUP	VEHICLE MAINTENANCE	2.22
PARTS FOR SIGN TRUCK	VEHICLE MAINTENANCE	55.93
TIRE REPAIR FOR PICKUP	VEHICLE MAINTENANCE	58.97
SUPP - WD 40	DEPARTMENT SUPPLIES	41.78
JB WELD FOR PAINT STRIPER	EQUIPMENT MAINTENANCE	6.59
SUPP - BRASS FITTINGS	DEPARTMENT SUPPLIES	13.02
Fund 212 - TRANSPORTATION Total:		198.16
Fund: 621 - ENVIRONMENTAL SERVICES		
COMPOST FACILITY- BATTERY T...	DEPARTMENT SUPPLIES	60.54
COMPOST FACILITY- BATTERY	EQUIPMENT MAINTENANCE	301.99
OIL FILTERS, GREASE, ANTIFREE...	VEHICLE MAINTENANCE	213.35
HYD HOSE FITTINGS UNIT #824	VEHICLE MAINTENANCE	68.57
OIL CHANGE STICKERS	DEPARTMENT SUPPLIES	6.24
BATTERY FOR FORKLIFT	EQUIPMENT MAINTENANCE	95.30
LAMPS FOR UNIT #820	VEHICLE MAINTENANCE	22.18
HYD HOSE & FITTINGS FOR UNIT..	VEHICLE MAINTENANCE	55.54
COLANT TANK CAP FOR UNIT #...	VEHICLE MAINTENANCE	8.51
Fund 621 - ENVIRONMENTAL SERVICES Total:		832.22
Vendor 09747 - KNOW HOW LLC Total:		1,030.38
Vendor: 00866 - LEADERSHIP SCOTTS BLUFF INC		
Fund: 111 - GENERAL		
TUITION - DUSTIN RIEF	SCHOOL & CONFERENCE	600.00
Fund 111 - GENERAL Total:		600.00
Vendor 00866 - LEADERSHIP SCOTTS BLUFF INC Total:		600.00
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT		
Fund: 111 - GENERAL		
ENDORS.#27 PROPERTY - PARKS	PROP & EQUIP INSURANCE	31.02
Fund 111 - GENERAL Total:		31.02
Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:		31.02

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Description (Payable)	Account Name	Amount
<b>Vendor: 10228 - LORE BRIAN &amp; LORI</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	1,000.00
<b>Fund 111 - GENERAL Total:</b>		<b>1,000.00</b>
<b>Vendor 10228 - LORE BRIAN &amp; LORI Total:</b>		<b>1,000.00</b>
<b>Vendor: 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
PROF.SERVICES - AVE B OVERLAY STREET PROJECTS		19,206.25
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>19,206.25</b>
<b>Vendor 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC Total:</b>		<b>19,206.25</b>
<b>Vendor: 09760 - MACQUEEN EQUIPMENT INC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
GRAB HANDLES FOR SWEEPER	EQUIPMENT MAINTENANCE	134.79
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>134.79</b>
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	103.44
<b>Fund 631 - WASTEWATER Total:</b>		<b>103.44</b>
<b>Vendor 09760 - MACQUEEN EQUIPMENT INC Total:</b>		<b>238.23</b>
<b>Vendor: 08190 - MADISON NATIONAL LIFE</b>		
<b>Fund: 111 - GENERAL</b>		
INSURANCE	DISABILITY INSURANCE	472.08
<b>Fund 111 - GENERAL Total:</b>		<b>472.08</b>
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
INSURANCE	LIFE INS EE PAYABLE	591.24
INSURANCE	DIS INC INS EE PAYABLE	751.01
INSURANCE	LIFE INS ER PAYABLE	723.48
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>2,065.73</b>
<b>Vendor 08190 - MADISON NATIONAL LIFE Total:</b>		<b>2,537.81</b>
<b>Vendor: 05099 - MARKETING CONSULTANTS</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
DECALS FOR DUMPSTERS	DEPARTMENT SUPPLIES	300.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>300.00</b>
<b>Vendor 05099 - MARKETING CONSULTANTS Total:</b>		<b>300.00</b>
<b>Vendor: 08317 - MATHESON TRI-GAS INC</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	34.95
<b>Fund 111 - GENERAL Total:</b>		<b>34.95</b>
<b>Fund: 212 - TRANSPORTATION</b>		
WELD. SUPP - LINER	DEPARTMENT SUPPLIES	31.25
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>31.25</b>
<b>Vendor 08317 - MATHESON TRI-GAS INC Total:</b>		<b>66.20</b>
<b>Vendor: 07628 - MENARDS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
FUEL CANS FOR DRIP TORCH FU...	DEPARTMENT SUPPLIES	67.36
GROUND MAINT PARK	GROUNDS MAINTENANCE	22.92
GOUND MAINT PARK	GROUNDS MAINTENANCE	14.31
DEPT SUPP ADM	DEPARTMENT SUPPLIES	29.68
DEPT SUPP PARK	DEPARTMENT SUPPLIES	40.54
DEPT SUPP PARK	DEPARTMENT SUPPLIES	26.48
<b>Fund 111 - GENERAL Total:</b>		<b>201.29</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - AERO, 100W BULB	DEPARTMENT SUPPLIES	7.46
SUPP - SANIT., SANIT. SPRAY	DEPARTMENT SUPPLIES	55.02
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>62.48</b>

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Description (Payable)	Account Name	Amount
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	11.47
<b>Fund 213 - CEMETERY Total:</b>		<b>11.47</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
PUTTY KNIFE SET	DEPARTMENT SUPPLIES	8.99
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>8.99</b>
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	67.34
<b>Fund 631 - WASTEWATER Total:</b>		<b>67.34</b>
<b>Fund: 641 - WATER</b>		
DEPT SUP WTR	DEPARTMENT SUPPLIES	16.02
<b>Fund 641 - WATER Total:</b>		<b>16.02</b>
<b>Vendor 07628 - MENARDS, INC Total:</b>		<b>367.59</b>
<b>Vendor: 07253 - MICHAEL B KEMBEL</b>		
<b>Fund: 111 - GENERAL</b>		
GARAGE DOOR REPLACE PANEL...	BUILDING MAINTENANCE	677.75
<b>Fund 111 - GENERAL Total:</b>		<b>677.75</b>
<b>Vendor 07253 - MICHAEL B KEMBEL Total:</b>		<b>677.75</b>
<b>Vendor: 00552 - MIDLANDS NEWSPAPERS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
Sbscrp.	SUBSCRIPTIONS	62.40
<b>Fund 111 - GENERAL Total:</b>		<b>62.40</b>
<b>Vendor 00552 - MIDLANDS NEWSPAPERS, INC Total:</b>		<b>62.40</b>
<b>Vendor: 07938 - MIDWEST CONNECT, LLC</b>		
<b>Fund: 111 - GENERAL</b>		
Equip. Main.	EQUIPMENT MAINTENANCE	135.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	54.00
<b>Fund 111 - GENERAL Total:</b>		<b>189.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
UB PROCESSING - AUGUST 2021	CONTRACTUAL SERVICES	657.55
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>657.55</b>
<b>Fund: 631 - WASTEWATER</b>		
UB PROCESSING - AUGUST 2021	CONTRACTUAL SERVICES	657.55
<b>Fund 631 - WASTEWATER Total:</b>		<b>657.55</b>
<b>Fund: 641 - WATER</b>		
UB PROCESSING - AUGUST 2021	CONTRACTUAL SERVICES	657.55
<b>Fund 641 - WATER Total:</b>		<b>657.55</b>
<b>Vendor 07938 - MIDWEST CONNECT, LLC Total:</b>		<b>2,161.65</b>
<b>Vendor: 00278 - MONUMENT CAR WASH INC</b>		
<b>Fund: 631 - WASTEWATER</b>		
VEH MAINT	VEHICLE MAINTENANCE	19.60
<b>Fund 631 - WASTEWATER Total:</b>		<b>19.60</b>
<b>Fund: 641 - WATER</b>		
VEHICLE MAINT	VEHICLE MAINTENANCE	34.58
<b>Fund 641 - WATER Total:</b>		<b>34.58</b>
<b>Vendor 00278 - MONUMENT CAR WASH INC Total:</b>		<b>54.18</b>
<b>Vendor: 02569 - MUNIMETRIX SYSTEMS CORP</b>		
<b>Fund: 111 - GENERAL</b>		
IMAGESILO - AUG 2021	CONTRACTUAL SERVICES	39.99
<b>Fund 111 - GENERAL Total:</b>		<b>39.99</b>
<b>Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:</b>		<b>39.99</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 02089 - NATIONAL ARBOR DAY FOUNDATION</b>		
<b>Fund: 111 - GENERAL</b>		
MEMBERSHIP	MEMBERSHIPS	10.00
<b>Fund 111 - GENERAL Total:</b>		<b>10.00</b>
<b>Vendor 02089 - NATIONAL ARBOR DAY FOUNDATION Total:</b>		<b>10.00</b>
<b>Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,315.10
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,315.10
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>2,630.20</b>
<b>Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:</b>		<b>2,630.20</b>
<b>Vendor: 00797 - NE DEPT OF REVENUE</b>		
<b>Fund: 111 - GENERAL</b>		
SALES TAX	SALES TAX PAYABLE	2,629.25
<b>Fund 111 - GENERAL Total:</b>		<b>2,629.25</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
SALES TAX	SALES TAX PAYABLE	165.99
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>165.99</b>
<b>Fund: 631 - WASTEWATER</b>		
SALES TAX	SALES TAX PAYABLE	15,074.80
<b>Fund 631 - WASTEWATER Total:</b>		<b>15,074.80</b>
<b>Fund: 641 - WATER</b>		
SALES TAX	SALES TAX PAYABLE	12,985.00
<b>Fund 641 - WATER Total:</b>		<b>12,985.00</b>
<b>Fund: 661 - STORMWATER</b>		
SALES TAX	SALES TAX PAYABLE	692.68
<b>Fund 661 - STORMWATER Total:</b>		<b>692.68</b>
<b>Vendor 00797 - NE DEPT OF REVENUE Total:</b>		<b>31,547.72</b>
<b>Vendor: 00402 - NEBRASKA MACHINERY CO</b>		
<b>Fund: 111 - GENERAL</b>		
BLDG MAINT-PD	BUILDING MAINTENANCE	447.68
BLDG MAINT-PD	BUILDING MAINTENANCE	447.68
BLDG MAINT-PD	BUILDING MAINTENANCE	235.13
BLDG MAINT-PD	BUILDING MAINTENANCE	235.12
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	1,404.00
BLDG MAINT-PD	BUILDING MAINTENANCE	712.50
BLDG MAINT-PD	BUILDING MAINTENANCE	712.50
BLDG MAINT-PD	BUILDING MAINTENANCE	-235.13
BLDG MAINT-PD	BUILDING MAINTENANCE	-235.12
<b>Fund 111 - GENERAL Total:</b>		<b>3,724.36</b>
<b>Vendor 00402 - NEBRASKA MACHINERY CO Total:</b>		<b>3,724.36</b>
<b>Vendor: 09359 - NEBRASKA PRINTWORKS, LLC</b>		
<b>Fund: 641 - WATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	360.03
CONTRACTUAL SVC	CONTRACTUAL SERVICES	982.85
DEPT SUP	DEPARTMENT SUPPLIES	504.62
<b>Fund 641 - WATER Total:</b>		<b>1,847.50</b>
<b>Vendor 09359 - NEBRASKA PRINTWORKS, LLC Total:</b>		<b>1,847.50</b>
<b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>		
<b>Fund: 631 - WASTEWATER</b>		
ELECTRICITY	ELECTRIC POWER	154.16
ELECTRICITY	ELECTRIC POWER	11,611.51
<b>Fund 631 - WASTEWATER Total:</b>		<b>11,765.67</b>
<b>Fund: 641 - WATER</b>		
ELECTRICITY	ELECTRIC POWER	8,094.48

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Description (Payable)	Account Name	Amount
ELECTRICITY	ELECTRIC POWER	4,507.05
Fund 641 - WATER Total:		12,601.53
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		24,367.20
Vendor: 00632 - NEBRASKA RURAL RADIO ASSOCIATION		
Fund: 661 - STORMWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	100.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	240.00
Fund 661 - STORMWATER Total:		340.00
Vendor 00632 - NEBRASKA RURAL RADIO ASSOCIATION Total:		340.00
Vendor: 09409 - NETWORKFLEET, INC		
Fund: 212 - TRANSPORTATION		
GPS SERVICE	DEPARTMENT SUPPLIES	112.14
Fund 212 - TRANSPORTATION Total:		112.14
Fund: 621 - ENVIRONMENTAL SERVICES		
GPS SERVICES FOR FLEET	CONTRACTUAL SERVICES	92.95
Fund 621 - ENVIRONMENTAL SERVICES Total:		92.95
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	48.57
Fund 631 - WASTEWATER Total:		48.57
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	32.38
Fund 641 - WATER Total:		32.38
Vendor 09409 - NETWORKFLEET, INC Total:		286.04
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	24.15
GROUND MAINT PARK	GROUNDS MAINTENANCE	15.14
Fund 111 - GENERAL Total:		39.29
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	47.25
DEPT SUPP CEM	DEPARTMENT SUPPLIES	75.09
Fund 213 - CEMETERY Total:		122.34
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:		161.63
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC		
Fund: 111 - GENERAL		
Sbscrp.	SUBSCRIPTIONS	385.72
Fund 111 - GENERAL Total:		385.72
Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:		385.72
Vendor: 08840 - ONE CALL CONCEPTS, INC		
Fund: 212 - TRANSPORTATION		
CONTRACTUAL	CONTRACTUAL SERVICES	43.66
Fund 212 - TRANSPORTATION Total:		43.66
Fund: 631 - WASTEWATER		
CONTRACTUAL	CONTRACTUAL SERVICES	43.66
Fund 631 - WASTEWATER Total:		43.66
Fund: 641 - WATER		
CONTRACTUAL	CONTRACTUAL SERVICES	43.66
Fund 641 - WATER Total:		43.66
Vendor 08840 - ONE CALL CONCEPTS, INC Total:		130.98
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	49.50
BLDG MAINT-PD	BUILDING MAINTENANCE	49.50

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Description (Payable)	Account Name	Amount
EQUIP MAINT REC	EQUIPMENT MAINTENANCE	4,312.00
Fund 111 - GENERAL Total:		4,411.00
Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:		4,411.00
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	105.00
Fund 631 - WASTEWATER Total:		105.00
Fund: 641 - WATER		
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	80.00
SAMPLES	SAMPLES	44.00
SAMPLES	SAMPLES	60.00
Fund 641 - WATER Total:		264.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		369.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	5,383.65
Fund 111 - GENERAL Total:		5,383.65
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:		5,383.65
Vendor: 09119 - PEACEFUL PRAIRIE NURSERY, INC		
Fund: 661 - STORMWATER		
DEPT SUP	DEPARTMENT SUPPLIES	2,742.92
Fund 661 - STORMWATER Total:		2,742.92
Vendor 09119 - PEACEFUL PRAIRIE NURSERY, INC Total:		2,742.92
Vendor: 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC		
Fund: 111 - GENERAL		
ECON.DEV - SCOTTSBLUFF BRA...	COMMUNITY PROGRAMMING	3,544.80
CONCESSIONS REC	CONCESSION SUPPLIES	-386.28
Fund 111 - GENERAL Total:		3,158.52
Vendor 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC Total:		3,158.52
Vendor: 10203 - PIVO, INC.		
Fund: 321 - TIF PROJECTS		
TIF - HIGH PLAINS BUD.REDEV. ...	DEBT SVC (INT) - TIF	6,580.05
Fund 321 - TIF PROJECTS Total:		6,580.05
Vendor 10203 - PIVO, INC. Total:		6,580.05
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCT	HSA EE PAYABLE	10,298.36
HEALTH SAVINGS ACCT	HSA EE PAYABLE	10,298.36
Fund 713 - CASH & INVESTMENT POOL Total:		20,596.72
Vendor 01276 - PLATTE VALLEY BANK Total:		20,596.72
Vendor: 00796 - POWERPLAN		
Fund: 621 - ENVIRONMENTAL SERVICES		
REPAIRS TO UNIT #865	EQUIPMENT MAINTENANCE	4,627.36
RETURN FUEL FILTER	EQUIPMENT MAINTENANCE	-119.31
Fund 621 - ENVIRONMENTAL SERVICES Total:		4,508.05
Vendor 00796 - POWERPLAN Total:		4,508.05
Vendor: 00471 - PRO OVERHEAD DOOR		
Fund: 621 - ENVIRONMENTAL SERVICES		
PIN ON OVERHEAD DOOR COM...	BUILDING MAINTENANCE	109.75
Fund 621 - ENVIRONMENTAL SERVICES Total:		109.75
Vendor 00471 - PRO OVERHEAD DOOR Total:		109.75

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Description (Payable)	Account Name	Amount
<b>Vendor: 10263 - PROFESSIONAL DEVELOPMENT ACADEMY, LLC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
LEADERSHIP TRAINING	SCHOOL & CONFERENCE	1,995.00
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>1,995.00</b>
<b>Vendor 10263 - PROFESSIONAL DEVELOPMENT ACADEMY, LLC Total:</b>		<b>1,995.00</b>
<b>Vendor: 00075 - PROTEX CENTRAL, INC.</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	119.00
<b>Fund 111 - GENERAL Total:</b>		<b>119.00</b>
<b>Vendor 00075 - PROTEX CENTRAL, INC. Total:</b>		<b>119.00</b>
<b>Vendor: 09251 - PUBLIC AGENCY TRAINING COUNCIL</b>		
<b>Fund: 111 - GENERAL</b>		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	595.00
<b>Fund 111 - GENERAL Total:</b>		<b>595.00</b>
<b>Vendor 09251 - PUBLIC AGENCY TRAINING COUNCIL Total:</b>		<b>595.00</b>
<b>Vendor: 07838 - QUADIENT LEASING USA INC</b>		
<b>Fund: 111 - GENERAL</b>		
RENT-MACH - PD	RENT-MACHINES	219.56
<b>Fund 111 - GENERAL Total:</b>		<b>219.56</b>
<b>Vendor 07838 - QUADIENT LEASING USA INC Total:</b>		<b>219.56</b>
<b>Vendor: 00266 - QUILL CORPORATION</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	125.01
<b>Fund 111 - GENERAL Total:</b>		<b>125.01</b>
<b>Vendor 00266 - QUILL CORPORATION Total:</b>		<b>125.01</b>
<b>Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.</b>		
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	606.45
DEPT SUPP CEM	DEPARTMENT SUPPLIES	242.58
<b>Fund 213 - CEMETERY Total:</b>		<b>849.03</b>
<b>Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:</b>		<b>849.03</b>
<b>Vendor: 04089 - REGIONAL CARE INC</b>		
<b>Fund: 812 - HEALTH INSURANCE</b>		
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	983.50
CLAIMS	CLAIMS EXPENSE	8,857.71
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	805.40
CLAIMS	CLAIMS EXPENSE	13,593.55
HEALTH INS. PREM - SEPT. 2021	PREMIUM EXPENSE	43,543.24
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	1,530.00
<b>Fund 812 - HEALTH INSURANCE Total:</b>		<b>69,313.40</b>
<b>Vendor 04089 - REGIONAL CARE INC Total:</b>		<b>69,313.40</b>
<b>Vendor: 00798 - REGISTER OF DEEDS</b>		
<b>Fund: 213 - CEMETERY</b>		
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	16.00
QUITCLAIM DEED	MISCELLANEOUS	10.00
<b>Fund 213 - CEMETERY Total:</b>		<b>66.00</b>
<b>Vendor 00798 - REGISTER OF DEEDS Total:</b>		<b>66.00</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT</b>		
<b>Fund: 641 - WATER</b>		
ELECTRIC POWER	ELECTRIC POWER	3,105.45
Fund 641 - WATER Total:		3,105.45
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:		3,105.45
<b>Vendor: 00026 - S M E C</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
EMP DEDUCTION	SMEC EE PAYABLE	150.27
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	150.27
Fund 713 - CASH & INVESTMENT POOL Total:		300.54
Vendor 00026 - S M E C Total:		300.54
<b>Vendor: 08970 - SAFARILAND,LLC</b>		
<b>Fund: 111 - GENERAL</b>		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	895.00
Fund 111 - GENERAL Total:		895.00
Vendor 08970 - SAFARILAND,LLC Total:		895.00
<b>Vendor: 00257 - SANDBERG IMPLEMENT, INC</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	20.24
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	51.70
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	300.00
Fund 111 - GENERAL Total:		371.94
<b>Fund: 212 - TRANSPORTATION</b>		
TRIMMER HEADS FOR WEED EA...	EQUIPMENT MAINTENANCE	82.14
Fund 212 - TRANSPORTATION Total:		82.14
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	27.38
Fund 631 - WASTEWATER Total:		27.38
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:		481.46
<b>Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
FIRE EE DUES	FIRE UNION DUES EE PAY	280.00
FIRE EE DUES	FIRE UNION DUES EE PAY	280.00
Fund 713 - CASH & INVESTMENT POOL Total:		560.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:		560.00
<b>Vendor: 09759 - SCOTTIES POTTIES INC</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	475.00
Fund 111 - GENERAL Total:		475.00
Vendor 09759 - SCOTTIES POTTIES INC Total:		475.00
<b>Vendor: 00852 - SCOTTS BLUFF COUNTY COURT</b>		
<b>Fund: 111 - GENERAL</b>		
LEGAL FEES-PD	LEGAL FEES	323.00
Fund 111 - GENERAL Total:		323.00
Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:		323.00
<b>Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC</b>		
<b>Fund: 111 - GENERAL</b>		
UNIT 2 PREVENTATIVE MAINTENANCE...	VEHICLE MAINTENANCE	82.37
Fund 111 - GENERAL Total:		82.37
Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:		82.37
<b>Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
POLICE EE DUES	POL UNION DUES EE PAY	936.00

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Description (Payable)	Account Name	Amount
POLICE EE DUES	POL UNION DUES EE PAY	936.00
Fund 713 - CASH & INVESTMENT POOL Total:		1,872.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		1,872.00
Vendor: 00108 - SCOTTSBLUFF WINSUPPLY COMPANY		
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	61.80
Fund 213 - CEMETERY Total:		61.80
Vendor 00108 - SCOTTSBLUFF WINSUPPLY COMPANY Total:		61.80
Vendor: 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE		
Fund: 224 - ECONOMIC DEVELOPMENT		
SCHOOL & CONF ED	SCHOOL & CONFERENCE	75.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		75.00
Vendor 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE Total:		75.00
Vendor: 00684 - SHERIFF'S OFFICE		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	20.36
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	22.72
LEGAL FEES-PD	LEGAL FEES	34.52
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	28.62
LEGAL FEES-PD	LEGAL FEES	34.52
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	25.08
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	38.06
LEGAL FEES-PD	LEGAL FEES	9.00
Fund 111 - GENERAL Total:		257.88
Vendor 00684 - SHERIFF'S OFFICE Total:		257.88
Vendor: 00786 - SHERWIN WILLIAMS		
Fund: 212 - TRANSPORTATION		
BRUSH KITS FOR GRINDLAZR	EQUIPMENT MAINTENANCE	546.15
BRUSH KIT FOR GRINDLAZR	EQUIPMENT MAINTENANCE	-262.00
Fund 212 - TRANSPORTATION Total:		284.15
Vendor 00786 - SHERWIN WILLIAMS Total:		284.15
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 212 - TRANSPORTATION		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	973.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	383.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	891.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	399.75
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,003.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	590.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,230.00
RECYCLED BASE GRAVEL	STREET REPAIR SUPPLIES	205.12
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	380.92
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	235.92
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	914.50
3RD PAYMENT - AVE B ASPHALT...	STREET PROJECTS	120,602.98
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	580.00
Fund 212 - TRANSPORTATION Total:		128,390.19
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	56.08
Fund 213 - CEMETERY Total:		56.08
Vendor 01031 - SIMON CONTRACTORS Total:		128,446.27

## Expense Approval Report

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Description (Payable)	Account Name	Amount
<b>Vendor: 00513 - SNELL SERVICES INC.</b>		
<b>Fund: 111 - GENERAL</b>		
Equip. Main.	EQUIPMENT MAINTENANCE	311.50
Equip. Main.	EQUIPMENT MAINTENANCE	239.00
GRUND MAINT PARK	GROUNDS MAINTENANCE	4,300.00
Equip. Main.	EQUIPMENT MAINTENANCE	136.20
<b>Fund 111 - GENERAL Total:</b>		<b>4,986.70</b>
<b>Vendor 00513 - SNELL SERVICES INC. Total:</b>		<b>4,986.70</b>
<b>Vendor: 09663 - SOUNDSLEEPER SECURITY INC.</b>		
<b>Fund: 111 - GENERAL</b>		
FACADE IMPROVEMENT GRANT	COMMUNITY DEVELOPMENT	3,597.02
FACADE IMPROVEMENT GRANT	COMMUNITY DEVELOPMENT	2,900.00
<b>Fund 111 - GENERAL Total:</b>		<b>6,497.02</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
CAMERAS AND SERVICES FOR C...	DEPARTMENT SUPPLIES	3,843.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>3,843.00</b>
<b>Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:</b>		<b>10,340.02</b>
<b>Vendor: 02275 - STANARD &amp; ASSOCIATES INC.</b>		
<b>Fund: 111 - GENERAL</b>		
RECRUITMENT	RECRUITMENT	83.00
<b>Fund 111 - GENERAL Total:</b>		<b>83.00</b>
<b>Vendor 02275 - STANARD &amp; ASSOCIATES INC. Total:</b>		<b>83.00</b>
<b>Vendor: 00054 - STATE HEALTH LAB</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	817.30
<b>Fund 641 - WATER Total:</b>		<b>817.30</b>
<b>Vendor 00054 - STATE HEALTH LAB Total:</b>		<b>817.30</b>
<b>Vendor: 01235 - STATE OF NE.</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	735.00
<b>Fund 111 - GENERAL Total:</b>		<b>735.00</b>
<b>Vendor 01235 - STATE OF NE. Total:</b>		<b>735.00</b>
<b>Vendor: 05814 - SUPERIOR SIGNALS, INC</b>		
<b>Fund: 212 - TRANSPORTATION</b>		
LED ARROW LIGHT FOR PICKUP	VEHICLE MAINTENANCE	411.55
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>411.55</b>
<b>Vendor 05814 - SUPERIOR SIGNALS, INC Total:</b>		<b>411.55</b>
<b>Vendor: 10271 - TANGLED TUMBLEWEED</b>		
<b>Fund: 111 - GENERAL</b>		
FACADE IMPROVEMENT GRANT	COMMUNITY DEVELOPMENT	10,000.00
<b>Fund 111 - GENERAL Total:</b>		<b>10,000.00</b>
<b>Vendor 10271 - TANGLED TUMBLEWEED Total:</b>		<b>10,000.00</b>
<b>Vendor: 00677 - TERRY D SCOTT</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	248.29
<b>Fund 111 - GENERAL Total:</b>		<b>248.29</b>
<b>Vendor 00677 - TERRY D SCOTT Total:</b>		<b>248.29</b>
<b>Vendor: 01325 - THE PEAVEY CORP</b>		
<b>Fund: 111 - GENERAL</b>		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	135.50
<b>Fund 111 - GENERAL Total:</b>		<b>135.50</b>
<b>Vendor 01325 - THE PEAVEY CORP Total:</b>		<b>135.50</b>

## Expense Approval Report

Post Dates: 8/17/2021 - 9/7/2021

Description (Payable)	Account Name	Amount
<b>Vendor: 10275 - TOMAHAWK LIVE TRAP</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	146.37
<b>Fund 111 - GENERAL Total:</b>		<b>146.37</b>
<b>Vendor 10275 - TOMAHAWK LIVE TRAP Total:</b>		<b>146.37</b>
<b>Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION</b>		
<b>Fund: 218 - PUBLIC SAFETY</b>		
HIDTA CAR LEASE	DEPARTMENT SUPPLIES	343.53
<b>Fund 218 - PUBLIC SAFETY Total:</b>		<b>343.53</b>
<b>Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:</b>		<b>343.53</b>
<b>Vendor: 08821 - TYLER TECHNOLOGIES, INC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
FEE - UB ONLINE 9/1/21 - 9/30/... CONTRACTUAL SERVICES		116.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>116.00</b>
<b>Fund: 631 - WASTEWATER</b>		
FEE - UB ONLINE 9/1/21 - 9/30/... CONTRACTUAL SERVICES		116.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>116.00</b>
<b>Fund: 641 - WATER</b>		
FEE - UB ONLINE 9/1/21 - 9/30/... CONTRACTUAL SERVICES		116.00
<b>Fund 641 - WATER Total:</b>		<b>116.00</b>
<b>Vendor 08821 - TYLER TECHNOLOGIES, INC Total:</b>		<b>348.00</b>
<b>Vendor: 09865 - UNION BANK &amp; TRUST</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
RETIREMENT	REGULAR RETIRE EE PAY	7,846.24
RETIREMENT	REGULAR RETIRE EE PAY	7,479.83
RETIREMENT	DEFERRED COMP EE PAY	1,140.00
RETIREMENT	DEFERRED COMP EE PAY	2,455.54
RETIREMENT	DEFERRED COMP EE PAY	533.77
RETIREMENT	RETIRE FIRE EE PAYABLE	2,667.38
RETIREMENT	RETIRE FIRE EE PAYABLE	5,004.80
RETIREMENT	RETIRE POLICE EE PAY	5,247.94
RETIREMENT	RETIRE POLICE EE PAY	5,757.85
RETIREMENT	REGULAR RETIRE EE PAY	7,798.80
RETIREMENT	REGULAR RETIRE EE PAY	7,435.09
RETIREMENT	DEFERRED COMP EE PAY	542.77
RETIREMENT	DEFERRED COMP EE PAY	2,458.54
RETIREMENT	DEFERRED COMP EE PAY	1,140.00
RETIREMENT	RETIRE FIRE EE PAYABLE	5,079.83
RETIREMENT	RETIRE FIRE EE PAYABLE	2,704.91
RETIREMENT	RETIRE POLICE EE PAY	6,571.50
RETIREMENT	RETIRE POLICE EE PAY	5,913.67
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>77,778.46</b>
<b>Vendor 09865 - UNION BANK &amp; TRUST Total:</b>		<b>77,778.46</b>
<b>Vendor: 09840 - UNITED STATES WELDING</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
CO2 TANK RENTAL	CONTRACTUAL SERVICES	46.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>46.00</b>
<b>Vendor 09840 - UNITED STATES WELDING Total:</b>		<b>46.00</b>
<b>Vendor: 08828 - US BANK</b>		
<b>Fund: 111 - GENERAL</b>		
PLUMBING AND MECHANICAL ...	DEPARTMENT SUPPLIES	79.50
DEPT SUPP PARK	DEPARTMENT SUPPLIES	542.99
FUNDAMENTALS OF FIREFIGHT...	DEPARTMENT SUPPLIES	87.13
PUBLICATIONS-PD	PUBLICATIONS	36.00
Dep. Sup.	DEPARTMENT SUPPLIES	8.98
DEPT SUPP FB PARK DEPT	DEPARTMENT SUPPLIES	41.19

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Description (Payable)	Account Name	Amount
MEMBERSHIP DS	MEMBERSHIPS	261.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	30.98
HOTEL FOR FDIC - HOUSTOUN	SCHOOL & CONFERENCE	1,118.52
EXAM REGISTRATION FEE - MU...	SCHOOL & CONFERENCE	250.00
INTERNATIONAL ASSOCIATION ...	MEMBERSHIPS	100.00
A/V	AUDIOVISUAL SUPPLIES	15.99
A/V	AUDIOVISUAL SUPPLIES	456.66
VEH MAINT-PD	VEHICLE MAINTENANCE	156.15
MEDICAL SUPPLIES- IGEL RESCU...	DEPARTMENT SUPPLIES	82.48
Jan. Sup.	JANITORIAL SUPPLIES	9.95
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	330.48
ADOBE PRO FOR FIRE ADMINIS...	DEPARTMENT SUPPLIES	192.47
LIFEPAK 500 AED BATTERY	DEPARTMENT SUPPLIES	119.50
CERTIFIED/RETURN RECIEPT FIR...	POSTAGE	7.00
BACKGROUND CHECK FOR EMT ...	DEPARTMENT SUPPLIES	46.38
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	-42.48
ACROBAT PRO DC (DS,GIS,FINA...	DEPARTMENT SUPPLIES	218.15
ACROBAT PRO DC (DS,GIS,FINA...	DEPARTMENT SUPPLIES	218.15
MEMBERSHIPS-PD	MEMBERSHIPS	40.00
MEMBERSHIPS-PD	MEMBERSHIPS	40.00
<b>Fund 111 - GENERAL Total:</b>		<b>4,447.17</b>
<b>Fund: 218 - PUBLIC SAFETY</b>		
DOCKING STATION FOR TABLET-...	EQUIPMENT	474.71
<b>Fund 218 - PUBLIC SAFETY Total:</b>		<b>474.71</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
SCHOOL & CONF ED	SCHOOL & CONFERENCE	130.00
SCHOOL AND CONF ED	SCHOOL & CONFERENCE	175.00
SCHOOL & CONF ED	SCHOOL & CONFERENCE	109.95
SCHOOL & CONF ED	SCHOOL & CONFERENCE	43.96
<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>		<b>458.91</b>
<b>Fund: 631 - WASTEWATER</b>		
SCHOOLS & CONF	SCHOOL & CONFERENCE	305.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>305.00</b>
<b>Fund: 661 - STORMWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	127.99
<b>Fund 661 - STORMWATER Total:</b>		<b>127.99</b>
<b>Fund: 721 - GIS SERVICES</b>		
ACROBAT PRO DC (DS,GIS,FINA...	DEPARTMENT SUPPLIES	218.15
<b>Fund 721 - GIS SERVICES Total:</b>		<b>218.15</b>
<b>Vendor 08828 - US BANK Total:</b>		<b>6,031.93</b>
<b>Vendor: 00022 - WALMART</b>		
<b>Fund: 111 - GENERAL</b>		
Dep. Sup.	DEPARTMENT SUPPLIES	47.98
Dep. Sup.	DEPARTMENT SUPPLIES	177.97
RECRUITMENT	RECRUITMENT	10.72
<b>Fund 111 - GENERAL Total:</b>		<b>236.67</b>
<b>Fund: 212 - TRANSPORTATION</b>		
SUPP - WALL MCR	DEPARTMENT SUPPLIES	7.88
<b>Fund 212 - TRANSPORTATION Total:</b>		<b>7.88</b>
<b>Vendor 00022 - WALMART Total:</b>		<b>244.55</b>
<b>Vendor: 01367 - WASSON, BRIAN</b>		
<b>Fund: 111 - GENERAL</b>		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	189.00
<b>Fund 111 - GENERAL Total:</b>		<b>189.00</b>
<b>Vendor 01367 - WASSON, BRIAN Total:</b>		<b>189.00</b>

## Expense Approval Report

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Description (Payable)	Account Name	Amount
<b>Vendor: 10004 - WEITZEL JOHN</b>		
<b>Fund: 111 - GENERAL</b>		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	50.00
<b>Fund 111 - GENERAL Total:</b>		<b>50.00</b>
<b>Vendor 10004 - WEITZEL JOHN Total:</b>		<b>50.00</b>
<b>Vendor: 10295 - WEITZEL WILBUR</b>		
<b>Fund: 213 - CEMETERY</b>		
QUITCLAIM DEED WEITZL	MISCELLANEOUS	300.00
<b>Fund 213 - CEMETERY Total:</b>		<b>300.00</b>
<b>Vendor 10295 - WEITZEL WILBUR Total:</b>		<b>300.00</b>
<b>Vendor: 03674 - WELLS FARGO BANK, N.A.</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	96.47
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	96.47
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>192.94</b>
<b>Vendor 03674 - WELLS FARGO BANK, N.A. Total:</b>		<b>192.94</b>
<b>Vendor: 00268 - WESTERN COOPERATIVE COMPANY</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARK	GROUNDS MAINTENANCE	402.00
GROUND MAINT PARK	GROUNDS MAINTENANCE	570.00
GROUND MAINT PARK	GROUNDS MAINTENANCE	804.00
GROUND MAINT PARK	GROUNDS MAINTENANCE	2,010.00
<b>Fund 111 - GENERAL Total:</b>		<b>3,786.00</b>
<b>Vendor 00268 - WESTERN COOPERATIVE COMPANY Total:</b>		<b>3,786.00</b>
<b>Vendor: 06089 - WESTERN COOPERATIVE COMPANY</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARK	GROUNDS MAINTENANCE	441.30
<b>Fund 111 - GENERAL Total:</b>		<b>441.30</b>
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	8.03
<b>Fund 213 - CEMETERY Total:</b>		<b>8.03</b>
<b>Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:</b>		<b>449.33</b>
<b>Vendor: 10270 - WOLF LOIS</b>		
<b>Fund: 213 - CEMETERY</b>		
QUITCLAIM DEED WOLF	MISCELLANEOUS	700.00
<b>Fund 213 - CEMETERY Total:</b>		<b>700.00</b>
<b>Vendor 10270 - WOLF LOIS Total:</b>		<b>700.00</b>
<b>Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
CHILD SUPPORT	CHILD SUPPORT EE PAY	738.08
CHILD SUPPORT	CHILD SUPPORT EE PAY	738.08
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>1,476.16</b>
<b>Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:</b>		<b>1,476.16</b>
<b>Vendor: 07239 - WYOMING FIRST AID &amp; SAFETY SUPPLY, LLC</b>		
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	57.54
<b>Fund 213 - CEMETERY Total:</b>		<b>57.54</b>
<b>Vendor 07239 - WYOMING FIRST AID &amp; SAFETY SUPPLY, LLC Total:</b>		<b>57.54</b>
<b>Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
YMCA	YMCA PAY EE	765.00
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>765.00</b>
<b>Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:</b>		<b>765.00</b>
<b>Grand Total:</b>		<b>718,020.73</b>

## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	95,957.43	3,101.33
212 - TRANSPORTATION	170,259.94	0.00
213 - CEMETERY	2,938.39	0.00
215 - SPECIAL PROJECTS	5,311.35	0.00
218 - PUBLIC SAFETY	2,322.43	0.00
223 - KENO	77.00	0.00
224 - ECONOMIC DEVELOPMENT	1,144.65	0.00
321 - TIF PROJECTS	6,580.05	0.00
621 - ENVIRONMENTAL SERVICES	19,137.36	165.99
631 - WASTEWATER	69,834.38	15,074.80
641 - WATER	38,643.19	12,985.00
661 - STORMWATER	3,950.21	692.68
713 - CASH & INVESTMENT POOL	232,028.46	232,028.46
721 - GIS SERVICES	456.39	0.00
725 - CENTRAL GARAGE	66.10	0.00
812 - HEALTH INSURANCE	69,313.40	25,770.16
<b>Grand Total:</b>	<b>718,020.73</b>	<b>289,818.42</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	2,629.25	2,629.25
111-51281-142	DISABILITY INSURANCE	472.08	472.08
111-52111-111	DEPARTMENT SUPPLIES	428.44	0.00
111-52111-114	DEPARTMENT SUPPLIES	9.99	0.00
111-52111-121	DEPARTMENT SUPPLIES	218.15	0.00
111-52111-141	DEPARTMENT SUPPLIES	880.00	0.00
111-52111-142	DEPARTMENT SUPPLIES	285.01	0.00
111-52111-151	DEPARTMENT SUPPLIES	5,042.11	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,195.03	0.00
111-52111-172	DEPARTMENT SUPPLIES	59.30	0.00
111-52114-172	CONCESSION SUPPLIES	-386.28	0.00
111-52121-151	JANITORIAL SUPPLIES	213.10	0.00
111-52121-171	JANITORIAL SUPPLIES	690.39	0.00
111-52163-142	INVESTIGATIVE EXPENSES	135.50	0.00
111-52211-142	PUBLICATIONS	36.00	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	1,317.52	0.00
111-52222-151	COLLECTIONS	814.16	0.00
111-52225-151	SUBSCRIPTIONS	502.70	0.00
111-52311-121	MEMBERSHIPS	261.00	0.00
111-52311-141	MEMBERSHIPS	100.00	0.00
111-52311-142	MEMBERSHIPS	80.00	0.00
111-52311-171	MEMBERSHIPS	10.00	0.00
111-52411-112	POSTAGE	22.74	0.00
111-52411-141	POSTAGE	7.00	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-116	CONTRACTUAL SERVICES	2,298.00	0.00
111-53111-121	CONTRACTUAL SERVICES	6,060.00	0.00
111-53111-142	CONTRACTUAL SERVICES	7,572.65	0.00
111-53111-151	CONTRACTUAL SERVICES	265.00	0.00
111-53111-171	CONTRACTUAL SERVICES	1,700.00	0.00
111-53121-142	CONSULTING SERVICES	160.00	0.00
111-53211-142	LEGAL FEES	600.88	0.00
111-53421-141	BUILDING MAINTENANCE	1,901.43	0.00
111-53421-142	BUILDING MAINTENANCE	1,522.67	0.00
111-53421-171	BUILDING MAINTENANCE	244.25	0.00
111-53441-111	EQUIPMENT MAINTENAN...	1,523.00	0.00
111-53441-142	EQUIPMENT MAINTENAN...	450.56	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53441-151	EQUIPMENT MAINTENAN...	2,048.30	0.00
111-53441-171	EQUIPMENT MAINTENAN...	1,110.69	0.00
111-53441-172	EQUIPMENT MAINTENAN...	4,312.00	0.00
111-53451-141	VEHICLE MAINTENANCE	5,818.41	0.00
111-53451-142	VEHICLE MAINTENANCE	246.95	0.00
111-53471-171	GROUNDS MAINTENANCE	8,668.40	0.00
111-53521-111	HEATING FUEL	33.48	0.00
111-53521-141	HEATING FUEL	39.62	0.00
111-53521-142	HEATING FUEL	69.88	0.00
111-53521-151	HEATING FUEL	70.30	0.00
111-53521-171	HEATING FUEL	33.17	0.00
111-53521-172	HEATING FUEL	602.41	0.00
111-53561-111	PHONE & INTERNET	251.88	0.00
111-53561-112	PHONE & INTERNET	72.58	0.00
111-53561-114	PHONE & INTERNET	39.43	0.00
111-53561-115	PHONE & INTERNET	40.27	0.00
111-53561-116	PHONE & INTERNET	160.00	0.00
111-53561-121	PHONE & INTERNET	169.18	0.00
111-53561-141	PHONE & INTERNET	341.83	0.00
111-53561-142	PHONE & INTERNET	2,741.97	0.00
111-53561-151	PHONE & INTERNET	445.43	0.00
111-53561-171	PHONE & INTERNET	238.10	0.00
111-53561-172	PHONE & INTERNET	29.41	0.00
111-53631-142	RENT-MACHINES	219.56	0.00
111-53711-114	SCHOOL & CONFERENCE	600.00	0.00
111-53711-141	SCHOOL & CONFERENCE	1,368.52	0.00
111-53711-142	SCHOOL & CONFERENCE	2,247.98	0.00
111-53751-114	COMMUNITY DEVELOPM...	20,031.52	0.00
111-53752-114	COMMUNITY PROGRAMM...	3,544.80	0.00
111-53811-114	BONDING	875.00	0.00
111-53821-171	PROP & EQUIP INSURANCE	31.02	0.00
111-53913-112	RECRUITMENT	93.72	0.00
212-52111-212	DEPARTMENT SUPPLIES	4,720.33	0.00
212-52171-212	STREET REPAIR SUPPLIES	8,561.44	0.00
212-53111-111	CONTRACTUAL SERVICES	54.09	0.00
212-53111-212	CONTRACTUAL SERVICES	43.66	0.00
212-53441-212	EQUIPMENT MAINTENAN...	3,206.61	0.00
212-53451-212	VEHICLE MAINTENANCE	2,346.20	0.00
212-53491-212	STREET MAINTENANCE	8,329.59	0.00
212-53521-212	HEATING FUEL	128.34	0.00
212-53561-212	PHONE & INTERNET	1,065.45	0.00
212-53711-212	SCHOOL & CONFERENCE	1,995.00	0.00
212-54322-212	STREET PROJECTS	139,809.23	0.00
213-52111-213	DEPARTMENT SUPPLIES	1,243.20	0.00
213-52999-213	MISCELLANEOUS	1,410.00	0.00
213-53211-213	LEGAL FEES	56.00	0.00
213-53441-213	EQUIPMENT MAINTENAN...	153.27	0.00
213-53561-213	PHONE & INTERNET	75.92	0.00
215-52931-111	INSURED REPAIRS/REPLA...	5,311.35	0.00
218-52111-142	DEPARTMENT SUPPLIES	1,847.72	0.00
218-54411-141	EQUIPMENT	474.71	0.00
223-53111-113	CONTRACTUAL SERVICES	77.00	0.00
224-52111-113	DEPARTMENT SUPPLIES	449.99	0.00
224-53111-113	CONTRACTUAL SERVICES	50.99	0.00
224-53561-113	PHONE & INTERNET	109.76	0.00
224-53711-113	SCHOOL & CONFERENCE	533.91	0.00
321-57222-111	DEBT SVC (INT) - TIF	6,580.05	0.00
621-21311	SALES TAX PAYABLE	165.99	165.99

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
621-52111-621	DEPARTMENT SUPPLIES	5,864.67	0.00
621-53111-621	CONTRACTUAL SERVICES	966.59	0.00
621-53421-621	BUILDING MAINTENANCE	109.75	0.00
621-53441-621	EQUIPMENT MAINTENAN...	4,905.34	0.00
621-53451-621	VEHICLE MAINTENANCE	6,830.54	0.00
621-53521-621	HEATING FUEL	43.10	0.00
621-53561-621	PHONE & INTERNET	251.38	0.00
631-21311	SALES TAX PAYABLE	15,074.80	15,074.80
631-52111-631	DEPARTMENT SUPPLIES	94.72	0.00
631-53111-631	CONTRACTUAL SERVICES	1,121.87	0.00
631-53441-631	EQUIPMENT MAINTENAN...	1,903.18	0.00
631-53451-631	VEHICLE MAINTENANCE	19.60	0.00
631-53461-631	FACILITY REPAIRS	20,486.00	0.00
631-53531-631	ELECTRIC POWER	11,765.67	0.00
631-53561-631	PHONE & INTERNET	192.06	0.00
631-53711-631	SCHOOL & CONFERENCE	305.00	0.00
631-54411-631	EQUIPMENT	18,871.48	0.00
641-21311	SALES TAX PAYABLE	12,985.00	12,985.00
641-52111-641	DEPARTMENT SUPPLIES	918.71	0.00
641-52117-641	SAMPLES	1,243.30	0.00
641-52411-641	POSTAGE	544.24	0.00
641-52611-641	CHEMICALS	4,799.77	0.00
641-53111-641	CONTRACTUAL SERVICES	2,102.53	0.00
641-53451-641	VEHICLE MAINTENANCE	34.58	0.00
641-53521-641	HEATING FUEL	124.67	0.00
641-53531-641	ELECTRIC POWER	15,706.98	0.00
641-53561-641	PHONE & INTERNET	183.41	0.00
661-21311	SALES TAX PAYABLE	692.68	692.68
661-52111-661	DEPARTMENT SUPPLIES	2,881.90	0.00
661-53111-661	CONTRACTUAL SERVICES	340.00	0.00
661-53561-661	PHONE & INTERNET	35.63	0.00
713-21512	MEDICARE W/H EE PAYAB...	15,947.98	15,947.98
713-21513	FICA W/H EE PAYABLE	58,504.32	58,504.32
713-21514	FED W/H EE PAYABLE	49,282.71	49,282.71
713-21517	POL UNION DUES EE PAY	1,872.00	1,872.00
713-21518	FIRE UNION DUES EE PAY	560.00	560.00
713-21523	LIFE INS EE PAYABLE	646.94	646.94
713-21524	SMEC EE PAYABLE	300.54	300.54
713-21527	WAGE ATTACHMENT EE ...	192.94	192.94
713-21528	REGULAR RETIRE EE PAY	30,559.96	30,559.96
713-21529	DEFERRED COMP EE PAY	8,270.62	8,270.62
713-21531	RETIRE FIRE EE PAYABLE	15,456.92	15,456.92
713-21533	RETIRE POLICE EE PAY	23,490.96	23,490.96
713-21534	DIS INC INS EE PAYABLE	751.01	751.01
713-21539	CHILD SUPPORT EE PAY	4,106.36	4,106.36
713-21540	YMCA PAY EE	765.00	765.00
713-21541	HSA EE PAYABLE	20,596.72	20,596.72
713-21723	LIFE INS ER PAYABLE	723.48	723.48
721-52111-721	DEPARTMENT SUPPLIES	410.14	0.00
721-53561-721	PHONE & INTERNET	46.25	0.00
725-53521-725	HEATING FUEL	30.25	0.00
725-53561-725	PHONE & INTERNET	35.85	0.00
812-53861-112	PREMIUM EXPENSE	43,543.24	0.00
812-53862-112	CLAIMS EXPENSE	22,451.26	22,451.26
812-53863-112	FLEXIBLE BENFT EXPENSES	3,318.90	3,318.90
Grand Total:		718,020.73	289,818.42

## Project Account Summary

Project Account Key	Expense Amount	Payment Amount
**None**	702,528.27	289,818.42
2118652931	5,311.35	0.00
21852111142	343.53	0.00
3122457222	6,580.05	0.00
6002052111	2,881.90	0.00
6002053111	340.00	0.00
6002053561	35.63	0.00
<b>Grand Total:</b>	<b>718,020.73</b>	<b>289,818.42</b>

## UITLITY REFUNDS 9-7-21

Account #	Contact	Service Address	Refund Amount
065-0617-02	SUMMER D PARKER	1202 E 35TH ST SCOTTSBLUFF NE 69361	103.21
035-4316-04	BUYERS REALTY	122 W OVERLAND SCOTTSBLUFF NE 69361	16.69
030-3378-05	CHARLES MILLER	425 W 16TH ST SCOTTSBLUFF NE 69361	13.96
3			\$133.86

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Pub. Hear.1**

**Council to conduct a public hearing set for this date at 6:00 p.m. for authorizing the final tax request for the 2021-2022 year at a different amount than the prior year request and discuss and consider action on a Resolution setting the request.**

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

RESOLUTION NO. \_\_\_\_\_

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of the City of Scottsbluff passes by a majority vote a resolution or ordinance setting the tax request: and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of the City of Scottsbluff, resolves that:

1. The 2021-2022 property tax request for non-bond purposes be set at \$1,086,493.00.
2. The 2021-2022 property tax request for bond purposes be set at \$986,015.00.
3. The total assessed value of property differs from last year's total assessed value by 2%.
4. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$.211675 per \$100 of assessed value.
5. The City of Scottsbluff proposes to adopt a property tax request that will cause its tax rate to be \$.2160 per \$100 of assessed value.
6. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Scottsbluff will be less than last year's by 2%.
7. The 2021-2022 property tax request for the City of Scottsbluff Off Street Parking District be set at \$54,100.00.
8. The total assessed value of property differs from last year's total assessed value by 6%.
9. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$.160001 per \$100 of assessed value.
10. The City of Scottsbluff proposes to adopt a property tax request that will cause its tax rate to be \$.160001 per \$100 of assessed value.
11. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Scottsbluff will be less than last year's by 37%.

12. A copy of this resolution be certified and forwarded to the County Clerk on or before October 13, 2021.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (seal)

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Pub. Hear.2**

**Council to conduct a public hearing set for this date at 6:00 p.m. to consider a Class I Liquor License for San Pedro JC, LLC d/b/a San Pedro Mexican Restaurant, 23 West 27th Street, Scottsbluff, NE.**

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

## Agenda Statement

Item No.

For meeting of: September 7, 2021

**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 San Pedro JC, LLC d/b/a San Pedro Mexican Restaurant, 23 West 27<sup>th</sup> Street, Scottsbluff, NE

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Administration

**PRESENTATION BY:** Applicant

**SUMMARY EXPLANATION:**

**BOARD/COMMISSION RECOMMENDATION:**

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

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### EXHIBITS

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

Other (specify) ☐ Application, Memorandums, Exhibits

Exhibit #1 – Application of San Pedro JC, LLC d/b/a San Pedro Mexican Restaurant.

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 Development Services

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**NOTIFICATION LIST:** Yes ☒ No ☐ Further Instructions ☐

Karla Montelongo  
1013 Schmid Drive  
Scottsbluff, NE 69361

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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Rev 3/1/99CClerk

# APPLICATION FOR LIQUOR LICENSE CHECKLIST - RETAIL


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

<b>RECEIVED</b>		
MAY 03 2021		
NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES/NO	New/Replacing #	116251
Class Type	I	124326
		Initial BA

Applicant name Karla Montelongo  
Trade name San Pedro Jr LLC DBA San Pedro Mexican Restaurant  
Previous trade name \_\_\_\_\_  
Contact email address Karla-0502@hotmail.com

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

\* Business Plan  
\* Fingerprints?  
✓ \* Fee?

Office use only	
PAYMENT TYPE	<u>Payport</u>
AMOUNT:	<u>\$406.-</u>
Received:	<u>BA</u>
 2100008504	

FORM 100  
REV FEB 2017  
PAGE 1

# PAYPORT

NEBRASKA.GOV

## PURCHASE RECEIPT

### Nebraska Liquor Control Commission

P.O. Box 95046  
Lincoln NE 68509-5046  
(402)471-4881  
jackie.matulka@nebraska.gov  
OTC Local Ref ID: 60711818  
5/20/2021 06:09 PM

Status: **APPROVED**  
Customer Name: San Pedro  
Type: Visa  
Credit Card Number: \*\*\*\* \* 6852

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	62923756	\$400.00

Applicant Name:: **Karla Montelongo**

Trade Name (DBA):: **San Pedro Mexican Restaurant**

Address:: **23 W 27TH**

City:: **Scottsbluff**

State:: **NE**

Zip Code:: **69361**

Phone Number:: **3082253734**

Email Address:: **Karla-0502@hotmail.com**

Total remitted to the Nebraska Liquor Control Commission	\$400.00
--	----------

Total Amount Charged	\$409.96
----------------------	----------

5/24  
Left message

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

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

Karla Montalvo  
 Signature

4/23/21  
 Date

**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/](http://www.lcc.nebraska.gov/)

**RECEIVED**

**MAY 03 2021**

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

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

**RETAIL LICENSE(S)**

**Application Fee \$400 (nonrefundable)**

- ☐ A BEER, ON SALE ONLY  
☐ B BEER, OFF SALE ONLY  
☐ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE  
☐ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY  
☒ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE - MUST INCLUDE SUPPLEMENTAL FORM 120  
☐ AB BEER, ON AND OFF SALE  
☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE  
☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

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

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

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- ☐ Individual License (requires insert 1 **FORM 104**)  
☐ Partnership License (requires insert 2 **FORM 105**)  
☐ Corporate License (requires insert 3a **FORM 101** & 3c **FORM 103**)  
☒ Limited Liability Company (LLC) (requires form 3b **FORM 102** & 3c **FORM 103**)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)**

Commission will call this person with any questions or need for more information on this application

Name \_\_\_\_\_ Phone number: \_\_\_\_\_

Firm Name \_\_\_\_\_

FORM 100  
REV FEB 2017  
PAGE 3

**PREMISES INFORMATION**

Trade Name (doing business as) San Pedro Mexican Restaurant

Street Address #1 23 W 27th ST.

Street Address #2 \_\_\_\_\_

City Scottsbluff County Scotts Bluff Zip Code 69361

Premises Telephone number (308) 220-3811

Business e-mail address Karla -0502@hotmail.com

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

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

Name \_\_\_\_\_

Street Address #1 \_\_\_\_\_

Street Address #2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**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 79 x width 52 in feet

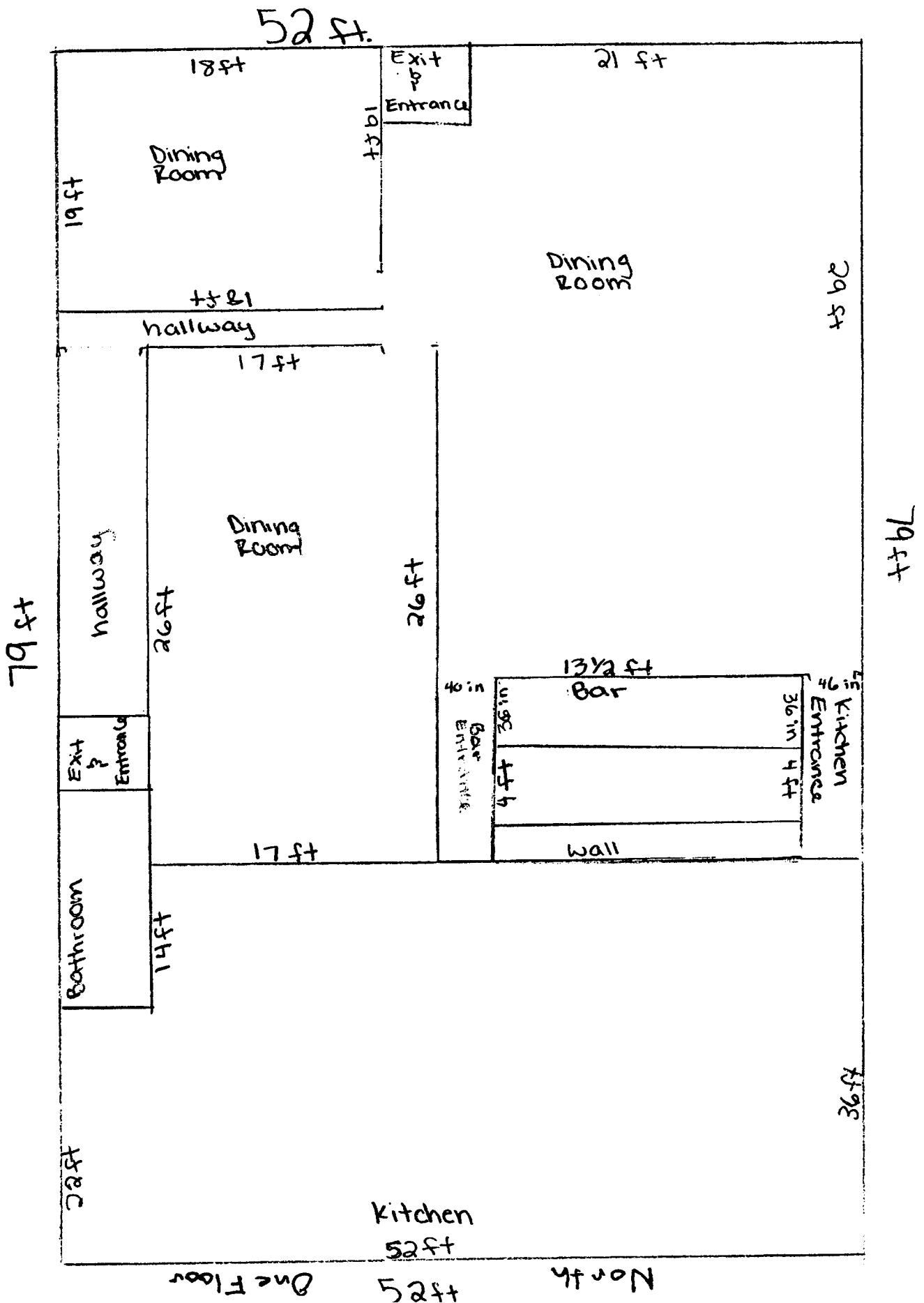
Is there a basement? Yes ☐ No ☒

If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

Is there an outdoor area? Yes ☐ No ☒

If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

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



**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

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

✓ YES        NO

If yes, give name of business and liquor license number San Pedro Mexican Restaurant (116251)

- 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 San Pedro Mexican Restaurant (116251)

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

✓ YES        NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

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

\_\_\_\_ YES ☒ NO

If yes, list the lender(s) \_\_\_\_\_

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

\_\_\_\_ YES ☒ NO

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

---

**No silent partners**

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

\_\_\_\_ YES ☒ NO

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

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

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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.

a.) Platte Valley Bank & Western States Bank b.) Karla Montelongo  
Paula Camarena, Juan Marquez

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.

Karla Montelongo, Scottsbluff NE, #116251

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)
Karla Montelongo	03/2021	Tips

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Karla Montelongo/Manager	2014	San Pedro Mexican Restaurant (Scottsbluff)

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 April 30, 2022  
☐ Deed  
☐ Purchase Agreement

14. When do you intend to open for business? NOW

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

16. What are the anticipated hours of operation? 11:00 am - 10:00 pm

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, NE	2011	CURRENT			

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

Karla Montelongo  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

Karla Montelongo  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

ACKNOWLEDGEMENT

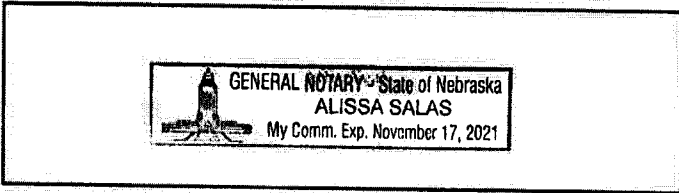
State of Nebraska  
County of Nebraska

The foregoing instrument was acknowledged before me this

4-30-21 date

by Karla Montelongo  
name of person(s) acknowledged (individual(s) signing)

Alissa Salas  
Notary Public signature



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

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

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](http://www.lcc.nebraska.gov)

Office Use

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MAY 03 2021

NEBRASKA LIQUOR  
CONTROL COMMISSION

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

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

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

Name of Registered Agent: Karla Montelongo

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

San Pedro JC LLC

LLC Address: 23 W 27<sup>th</sup> ST.

City: Scottsbluff State: NE Zip Code: 69361

LLC Phone Number: (308) 220-3811 LLC Fax Number \_\_\_\_\_

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Montelongo First Name: Karla MI: Paola

Home Address: 1013 Schmid Drive City: Scottsbluff

State: NE Zip Code: 69361 Home Phone Number: (308) 225-3734

Karla Montelongo

Signature of Managing/Contact Member

State of Nebraska Scotts Bluff

County of April 30<sup>th</sup>, 2021

Date

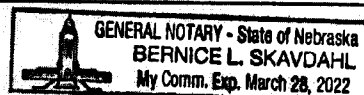
ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this

by Bernice L. Skavdahl

name of person acknowledge

Affix Seal



FORM 102  
REV JUNE 2015

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

Last Name: Montelongo First Name: Karla MI: P  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): N/A  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership 100

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): \_\_\_\_\_  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): \_\_\_\_\_  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): \_\_\_\_\_  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership \_\_\_\_\_

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

☐ YES

☒ NO

If yes, provide the following:

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

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #. \_\_\_\_\_

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

FORM 102  
REV JUNE 2015

## Nebraska Secretary of State

## SAN PEDRO JC, LLC

Tue May 4 13:33:08 2021

**SOS Account Number**

10201695

**Status**

Active

**Principal Office Address**23 WEST 27TH STREET  
SCOTTSBLUFF, NE 69361**Registered Agent and Office Address**EDUARDO MONTELONGO  
23 WEST 27TH STREET  
SCOTTSBLUFF, NE 69361**Designated Office Address**23 WEST 27TH STREET  
SCOTTSBLUFF, NE 69361**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Dec 24 2014

**Next Report Due Date**

Jan 01 2021

**Filed Documents**

Filed documents for SAN PEDRO JC, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Dec 24 2014	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Record of Determination	Apr 02 2015	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Non Payment of Taxes	Jun 02 2015	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Reinstatement	Jun 18 2015	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Jun 18 2015	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Agent Resignation	Jan 21 2016	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

**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](http://www.lcc.nebraska.gov)

Office Use

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MAY 03 2021

NEBRASKA LIQUOR  
CONTROL COMMISSION

**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

BARCODE

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](http://www.lcc.nebraska.gov)

Office Use

**RECEIVED**

MAY 03 2021

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: San Pedro JC LLC

**Premise information**

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

Premise Trade Name/DBA: San Pedro Mexican Restaurant

Premise Street Address: 23 W 27th ST.

City: SCOTTSBUFF County: SCOTT'S BLUFF Zip Code: 69361

Premise Phone Number: (308) 228-3811

Premise Email address: Karla-0502@hotmail.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.**

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

**Manager's information must be completed below PLEASE PRINT CLEARLY**

Last Name: Montelongo First Name: Karla MI: P  
Home Address: 1013 Schmid Dr.  
City: Scottsbluff County: Scotts Bluff Zip Code: 69361  
Home Phone Number: (308) 225-3734  
Driver's License Number & State: [REDACTED]  
Social Security Number: [REDACTED]  
Date Of Birth: [REDACTED] Place Of Birth: Mexico  
Email address: \_\_\_\_\_

**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: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Driver's License Number & State: \_\_\_\_\_  
Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Scottsbluff, NE	2011	Current			

# MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2014	Current	San Pedro JC LLC	Karla Montelongo	(308)225-3734

## 1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, 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

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

☒ YES ☐ NO

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

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

☒ YES ☐ NO

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

\*NLCC Training Certificate Issued: 3/2021 Name on Certificate: Karla Montelongo

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Karla Montelongo	03/2021	TIPS

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Karla Montelongo/Manager	2014-current	San Pedro Mexican Restaurant (Scottsbluff)

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.

*Karla Montelongo*  
Signature of Manager/Applicant

\_\_\_\_\_  
Signature of Spouse

**ACKNOWLEDGEMENT**

State of Nebraska

County of Nebraska

The foregoing instrument was acknowledged before me this

4-30-21

date

by

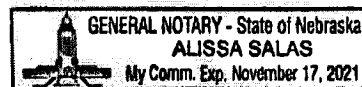
Karla Montelongo

NAME OF PERSON BEING ACKNOWLEDGED

*Alissa Salas*

Notary Public signature

Affix Seal



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.

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

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

Office Use only
<b>RECEIVED</b>
MAY 03 2021
Date Stamp HERE ONLY
NEBRASKA LIQUOR CONTROL COMMISSION
Do not stamp any of the following pages

**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:**  
**DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**

- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:

**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***

The Nebraska State Patrol – CID Division  
3800 NW 12<sup>th</sup> Street  
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

***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 the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name San Pedro JC LLC

Name of Person Being Fingerprinted: Karla Montelongo

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: \_\_\_\_\_

Location where fingerprints were taken: \_\_\_\_\_

How was payment made to NSP?

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK # \_\_\_\_\_

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

Karla Montelongo  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147  
REV AUG 2020

# Business Plan

Hiland, Brenda

---

**From:** karla manriquez <karla-0502@hotmail.com>  
**Sent:** Wednesday, August 11, 2021 4:49 PM  
**To:** Hiland, Brenda  
**Subject:** Re: San Pedro Mexican Restaurant

San Pedro Jc LLC

DBA San Pedro Mexican Restaurant is an authentic Mexican restaurant that's serves food and drinks (including alcoholic beverages). They have been serving the area of Scottsbluff since 2009.

Get [Outlook for iOS](#)

---

**From:** Hiland, Brenda <brenda.hiland@nebraska.gov>  
**Sent:** Wednesday, August 11, 2021 1:22:55 PM  
**To:** karla manriquez <karla-0502@hotmail.com>  
**Subject:** RE: San Pedro Mexican Restaurant

Karla,

Please submit your business plan.

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES \_\_\_\_\_ NO \_\_\_\_\_

*Brenda Hiland*

Licensing Division  
Nebraska Liquor Control Commission  
(402) 471-2735  
(402) 471-2814 fax  
web: <http://www.lcc.nebraska.gov>

---

**From:** karla manriquez <karla-0502@hotmail.com>  
**Sent:** Tuesday, August 10, 2021 3:54 PM  
**To:** Hiland, Brenda <brenda.hiland@nebraska.gov>  
**Subject:** Re: San Pedro Mexican Restaurant

My mother was letting me know we had already made the payment, but I paid just in case. I'll be on the look out for the refund. I'll type up a business plan right now, thank you

Get [Outlook for iOS](#)

---

**From:** Hiland, Brenda <brenda.hiland@nebraska.gov>  
**Sent:** Tuesday, August 10, 2021 2:52:29 PM  
**To:** karla manriquez <[karla-0502@hotmail.com](mailto:karla-0502@hotmail.com)>  
**Subject:** San Pedro Mexican Restaurant

Karla,

I will issue a refund for the payment you made today. This is a duplicate payment; payment was made on May 20.

Please submit a business plan.

*Brenda Hiland*

Licensing Division

## **RESTATED LEASE AMENDMENT**

This Restated Lease Amendment (this "Amendment") is made effective April 30, 2021 between the following parties:

**The "Landlord":** Pavilion South LLC  
3563 Gold Hill Dr.  
Loveland, CO 80538  
Attn: Mark E. Smith

**The "Tenant":** San Pedro, JC, LLC  
23 West 27<sup>th</sup> Street  
Scottsbluff, NE 69361

This shall replace the Lease Amendment dated March 30, 2021 in its entirety.

### **Recitals:**

a. Effective December 22, 2015, the parties entered into a lease (the "Lease") concerning the following described Real Estate:

Lot 3, Webber Manor Third Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska.

Capitalized terms not otherwise defined in this Amendment shall have the same meaning as provided for in the Lease.

b. The parties now desire to amend the Lease, to include an extension of the Term and to provide for an option for the Tenant to renew the Lease, according to the terms of this Amendment.

### **Agreement:**

1. The following key variable terms as provided for in Paragraph 1 of the Lease are amended or added as follows.

"Base Rent": \$3275 per month, but increasing to \$3400 during the Option Term, if exercised.

"Term": until April 30, 2022 (subject to further provisions below and in the Lease).

"Option Term": 3 years until April 30, 2025

2. The Tenant shall have the option to extend this Lease for one additional period of 3 years (the "Option Term"). Written notice of the Tenant's interest in exercising its right to an Option Term shall be given to the Landlord at least 6 months prior to the expiration of the Term. As a condition of the Tenant's right to exercise the Option Term: (i) the Tenant shall not be in default under the Lease at the time of exercise of the Option or at the time of the commencement of the Option Term; and (ii) the Tenant shall not have been sent more than two letters notifying the Tenant of non-compliance with the terms and conditions of the Lease. After the exercise of the Option Term, there shall be no further rights on the part of the Tenant to extend the Term. The right to exercise the Option Term shall apply to all space under this Lease at the time the Option Term is due to commence, and the Tenant may not elect to extend the Term as to only a portion of the space. All of the terms, covenants and conditions of this Lease shall continue to be, and shall be, in full force and effect during the Option Term, except that Base Rent shall be as provided for above. Once the Option Term is in effect, the word "Term" in the Lease shall include the Option Term.

3. Previously, the Landlord added an LED sign along 27<sup>th</sup> Street for the benefit of providing signage for a building owned by an affiliate of the Landlord. In exchange for the Tenant providing the power to the sign, the Landlord and the Tenant agreed to reduce the Base Rent in effect at the time from \$3300 to \$3275 per month. Based on this adjustment (as reflected in the Base Rent), the Tenant shall continue to provide the electrical power for this sign.

4. Except as modified by this Restated Amendment, the terms and conditions of the Lease shall remain in effect.

Landlord:

Tenant:

Pavilion South LLC

San Pedro, JC, LLC,

By:   
Mark E. Smith, Member-Manager

By:   
Karla Montelongo, Sole Member

#### CONSENT

Edward Montelongo, the prior Guarantor of the Lease, passed away. His Estate assigned all his interests in San Pedro, JC, LLC to Karla Montelongo. Karla Montelongo agrees enter into a personal Guaranty with the Landlord concurrently with executing this agreement.

  
Karla Montelongo

## GUARANTY

This Guaranty is given on JULY 9, 2021, by Karla Montelongo (the "Guarantor") to guarantee the Obligations (as defined below) of San Pedro, JC, LLC (the "Tenant") to Pavilion South, L.L.C. (the "Landlord").

**1. Purpose:**

On April 30, 2021, the Landlord and the Tenant entered into a Restated Lease Agreement (the "Lease") for the following described Real Estate:

Lot 3, Webber Manor Third Addition to the City of Scottsbluff, Scotts  
Bluff County, Nebraska

as provided for in the Lease. This Guaranty is required under the terms and conditions of the original Lease between parties.

**2. Obligations Guaranteed:**

The obligations of the Tenant being guaranteed (the "Obligations") are:

- a. All obligations of the Tenant under the Lease (including the obligation to pay Rent) and any other documents entered into pursuant to the Lease; and
- b. All costs, expenses and attorney fees paid or incurred by the Landlord in enforcing the Landlord's rights under the Lease and in enforcing this Guaranty.

**3. Guarantee of Payment:**

This Guaranty is a guarantee of payment and the Landlord shall not be required to resort first for payment from the Tenant or from any other person liable in any way for the Obligations.

**4. Exercise of Rights/Waiver:**

The Landlord may at any time without consent of or notice to the Guarantor, and without incurring responsibility to or impairing or releasing the Obligations, in whole or in part:

- a. Amend, extend, renew or alter the Lease or any obligation incurred directly or indirectly with respect to the Obligations and this Guaranty shall continue to apply to the Obligations as changed, extended, renewed or altered;
- b. Exercise or refrain from exercising any rights against the Tenant or others (including the Guarantor);

c. Settle or compromise any of the Obligations or any security for the Obligations, and may subordinate the payment of all or any part of the Obligations to the payment of any debt, liability or obligation (whether due or not) of the Tenant to creditors of the Tenant other than the Landlord and the Guarantor; and

d. Apply any sums paid or realized from any source to the Obligations and regardless of the application or use of the consideration, if any, received in connection with the Obligations.

**5. Primary Obligation:**

a. This Guaranty is a primary obligation of the Guarantor. The Guarantor's obligation shall not be affected by the illegality, invalidity, irregularity or unenforceability of all or any part of the Obligations or of any security for the Obligations, or by the violation of any applicable usury laws, forgery, or any other circumstances which make the Obligations unenforceable against the Tenant.

b. The fact that the financial condition of the Tenant or any other obligor or guarantor may not have been correctly estimated or may change at any time shall have no effect on the rights of the Landlord under this Guaranty. The Landlord shall have no duty to disclose to the Guarantor any facts it may now or in the future have concerning the Tenant's financial condition.

c. The Guarantor shall remain obligated under this Guaranty even if the Tenant, or any other person who is obligated to pay the Obligations, has the Obligations discharged in bankruptcy or in any other manner. In the event of a discharge, the Guarantor's obligation shall include attorney's fees and any other amounts which the Tenant is discharged from paying.

d. If claim is ever made against the Landlord for repayment or recovery of any amount or amounts received by the Landlord in payment or on account of any of the Obligations and the Landlord repays all or part of the amount claimed by reason of (1) any judgment, decree or order of any court (including a bankruptcy court) or administrative body having jurisdiction over the Landlord or (2) any settlement or compromise of any claim effected by the Landlord with any claimant (including the Tenant), then the Guarantor agrees that the judgment, decree, order, settlement or compromise shall be binding upon the Guarantor even though this Guaranty may have been revoked or released or the Obligations were canceled or released. In that event, the Guarantor shall remain liable to the Landlord for the amount repaid by the Landlord as if that amount had never been received by the Landlord, along with any costs, interest, attorneys' fees and all other expenses incurred by the Landlord in connection with the repayment.

**6. Miscellaneous:**

a. This Guaranty shall continue until the Obligations are paid in full. All Obligations shall be conclusively presumed to have been made all or in part in reliance on this Guaranty.

b. The Guarantor waive notice of acceptance of this Guaranty and notice of the Obligations, and waive presentment, demand of payment, protest, notice of dishonor or nonpayment, notice of default, or notice of right to cure any default with respect to any of the Obligations, or notice of any suit or other action by the Landlord against any party liable for the Obligations.

c. The Guarantor waive all present and future claims, rights, and remedies against the Tenant or any other party obligated for the Obligations. This waiver includes, but is not limited to, the rights of contribution, reimbursement, indemnification, subrogation, exoneration, and any right to participate in any claim or remedy that the Landlord may have.

d. No delay or failure on the part of the Landlord to exercise its rights under this Guaranty shall be considered as a waiver of the Landlord's rights under this Guaranty. No waiver, modification or amendment of this Guaranty by the Landlord shall be effective unless in writing, and then shall only apply to the specific instance involved.

e. The Guarantor shall be jointly and severally liable for the Obligations. The release, revocation, or death of any one or more Guarantor shall not affect the liability of any other Guarantor.

f. Any acknowledgment or new promise, whether or not a payment of any Obligation has occurred, by the Tenant or anyone else (including the Guarantor) shall toll any statute of limitations that may otherwise be running with respect to the Guarantor.

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

h. This Guaranty may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

i. This Guaranty shall be construed according to the laws of Nebraska.

j. This Guaranty shall be binding upon the successors and assigns of the Guarantor.

  
Karla Montelongo

## LEASE

This Lease is made effective December 22, 2015 between the following parties:

**The "Landlord":** Smith Land Company  
3563 Gold Hill Dr.  
Loveland, CO 80538  
Attn: Mark E. Smith

**The "Tenant":** San Pedro, JC, LLC  
23 West 27<sup>th</sup> Street  
Scottsbluff, NE 69361

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NEBRASKA LIQUOR  
CONTROL COMMISSION

### Recitals:

- a. The Landlord is the owner of the following described "Real Estate":

Lot 3, Webber Manor Third Addition to the City of Scottsbluff, Scotts  
Bluff County, Nebraska.

The Landlord owns a building (the "Building") on the Real Estate with an address of 23 West  
27<sup>th</sup> Street, Scottsbluff, NE 69361.

- b. The Tenant desires to lease the Real Estate, and the Landlord agrees to lease to the  
Tenant Real Estate according to the terms of this Lease. The Real Estate is also referred to in this  
Lease as the "Premises".

### Agreement:

#### 1. Terms:

The following key variable terms shall be applicable to this Lease:

- a. "Base Rent": \$3300.00 per month
- b. "Delivery Date": December 22, 2015
- c. "Deposit": \$3000.00 (from previous Tenant's Deposit)
- d. "Permitted Use": the operation of a family restaurant.
- e. "Rent Commencement Date": December 22, 2015.

f. "Term": until April 30, 2018 (subject to further provisions below).

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**2. Grant and Description of Premises:**

FEB 18 2016

a. The Landlord leases the Premises to the Tenant.

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CONTROL COMMISSION

b. The Real Estate is a part of a larger shopping center (the "Shopping Center"). Certain areas of the Shopping Center have been designated for joint use by all the owners and tenants of the Shopping Center, their guests and invitees, pursuant to certain Declarations of Restrictions and Grants of Easements, other Easement Agreements and Common Area Maintenance Agreements as they may be amended from time to time (the "Shopping Center Agreements"). The Landlord, for itself and the other owners of the Shopping Center, reserves the right at any time to grant utility and other easements over, across, and under any portions of the Shopping Center including the Premises, so long as these easements will not materially impair the Tenant's rights under this Lease. The Landlord reserves the right to amend the Shopping Center Agreements from time to time, in its reasonable discretion, and the Tenant shall be bound by any amendment(s) as long as the amendment(s) do not have a material adverse effect on the Tenant's rights and obligations under this Lease.

c. As of the Delivery Date, all terms and provisions of this Lease shall be in effect, including but not limited to the Tenant's obligation to provide insurance and to pay for the utilities which shall be furnished to the Premises. However, the Tenant shall not be obligated to pay Rent until the Rent Commencement Date.

**3. Term:**

The "Term" of this Lease shall begin on the Delivery Date. The Term shall expire the number of months shown above from the later of (i) the Rent Commencement Date, or (ii) the first day of the month following the Rent Commencement Date if the Rent Commencement Date does not occur on the first day of a calendar month (the "Expiration Date").

a. For purposes of this Agreement, the term "Lease Year" shall mean a period of 12 consecutive calendar months beginning on the Rent Commencement Date. However, if the Rent Commencement Date does not occur on the first day of a calendar month, then the first Lease Year shall include the first partial month along with the following 12 consecutive calendar months.

b. Once the Rent Commencement Date is determined, the parties agree to execute a Rent Commencement Date Certificate in the form of "Exhibit A".

c. If the Tenant occupies the Premises after the Expiration Date and continues to pay Rent, and the Landlord accepts the Rent without any written agreement as to the holding over,

then the holding over shall be deemed to be a tenancy from month to month with the monthly Rent to be equal to the monthly Rent being paid immediately prior to the Expiration Date. The holdover month-to-month tenancy may be terminated by either party upon 15 days' notice prior to the end of a monthly period. Nothing contained in this subparagraph shall be construed as (i) obligating the Landlord to accept any Rent tendered by the Tenant after the Expiration Date or (ii) relieving the Tenant of its liability to surrender the Premises as provided for in this Lease.

#### **4. Rent:**

The Tenant shall pay rent (the "Rent") to the Landlord in the amount of the Base Rent and the Additional Rent (as defined below), as follows:

a. The Tenant shall pay to the Landlord the Base Rent in advance on the first day of each calendar month of the Term. The first month's Base Rent shall be paid on the Rent Commencement Date, and if the Rent Commencement Date does not occur on the first day of a calendar month, then the Base Rent payment shall include prorated rent for the first partial month along with first full month's Base Rent.

b. Any other sums of money or charges to be paid by the Tenant pursuant to any provisions of this Lease shall be designated as "Additional Rent", and shall be payable as provided for below.

c. The Tenant shall pay as Additional Rent (i) the Real Estate Taxes assessed against the Real Estate, and (ii) the Landlord's Insurance for the Real Estate, all as defined below. The Additional Rent shall be payable as follows:

(1) On each date that the Base Rent is payable, the Tenant shall pay 1/12 of the estimated amount of the Additional Rent. The Landlord shall notify the Tenant in writing from time to time as to the estimated amount of the Additional Rent and any changes in this amount.

(2) As soon as practicable following the end of each Lease Year, the Landlord shall notify the Tenant of the difference between (i) the actual amount of the Additional Rent, and (ii) the estimated amount actually paid by the Tenant during the Lease Year just completed, if any. Any shortage in the amount paid by the Tenant shall be paid to the Landlord within 30 days of notification of the Tenant of the shortage. Any surplus in the amount paid by the Tenant shall be refunded to the Tenant within 30 days of the Landlord's determination of the surplus.

(3) If the Lease Year is not a calendar year, then the Landlord may, at any time during the Term, determine the Additional Rent on a calendar year basis with appropriate prorations for (i) the Lease Year in which this conversion is made, and (ii) the Lease Year

in which the Term ends. In that case, all references in this subparagraph to "Lease Year" shall refer to the applicable calendar year.

d. All Rent shall be paid at the office of the Landlord or at such other place as the Landlord may designate in writing, in advance, without notice, setoff, offset, or deduction of any kind.

e. If the Tenant fails to pay any Rent when due and payable, the unpaid amounts shall bear interest from the date they are due (if not cured within the permitted period set out below) to the date of payment at the rate of 16% per annum (the "Default Interest Rate"). Further, in the event that any Rent is not paid within 5 days after it is due and payable, the Tenant shall pay the "Late Charge" equal to the greater of (i) 6% of the Rent paid late, or (ii) \$100. Any amounts paid by the Landlord to cure any defaults of the Tenant under this lease shall, if not repaid by the Tenant within 5 days after demand by the Landlord, shall then bear interest at the Default Interest Rate.

## **5. Security Deposit:**

The existing deposit held by the Landlord from the previous Tenant shall continue to be maintained during the Term and any extensions of the Term as security for the payment by the Tenant of the Rent and the performance of all the terms, conditions, and covenants of this Lease. The Landlord shall have the right to use all or any portion of the Deposit to cure any default by the Tenant, and if any of the Deposit is utilized in this manner, the Tenant shall promptly pay the amount necessary to replenish the Deposit. The Deposit shall be returned to the Tenants within a reasonable time after the Expiration Date except that the Landlord may withhold all or any portion of the Deposit which is necessary to cover any unpaid Rent for the remainder of the Term, or to compensate the Landlord for any other default in this Lease.

## **6. Condition of the Premises:**

- a. The Tenant accepts the Premises in their present "as is" condition.
- b. The Tenant shall continue to equip the Premises with trade fixtures and all personal property necessary or proper for the operation of the Tenant's business.

## **7. Use of Premises:**

a. The Premises shall be used solely for the purpose of conducting the Permitted Use. The Tenant acknowledges that the Shopping Center Agreements do not permit any portion of the Shopping Center to be used for a bar, tavern or cocktail lounge, nor shall the Real Estate be used for the sale of alcoholic beverages for off-premises consumption. Accordingly, with respect to sale of liquor on the Premises, there shall not be a separate identifiable bar area nor shall alcoholic beverages be sold for off-premises consumption

b. The Tenant shall continuously operate the business consistent with the Permitted Use, and will not change the Permitted Use of the Premises except with the prior written consent of the Landlord. In no event shall the Premises be used for any business which is prohibited by the Shopping Center Agreements.

c. The Tenant shall maintain regular business hours where the Tenant is open to the public. The Tenant shall at all times maintain and conduct its business in a lawful manner, and in strict compliance with this Lease, the Shopping Center Agreements, all governmental laws, rules, regulations, and orders and recommendations of insurance underwriters applicable to the business of the Tenant conducted at the Premises.

d. The Tenant agrees:

(1) Not to permit any conduct, noise, or nuisance at the Premises having a tendency to annoy or disturb any persons occupying the Shopping Center.

(2) To keep the sidewalks, driveways and parking areas located on the Real Estate free from ice and snow, litter, dirt, and obstructions.

(3) To keep the Premises clean and in the sanitary condition as required by any ordinances, and the health, sanitary, and police regulations of any governmental unit having jurisdiction.

(4) Not to permit the Premises, or the walls or floors of the Premises, to be endangered by overloading. The Tenant specifically agrees not to stress in any manner the structural integrity of the Premises, or to do any act which would increase the cost of or inhibit the insurability of the Premises.

(5) To place all garbage and refuse in designated containers and at locations approved by the Landlord outside the Premises. The cost of garbage collection shall be the responsibility of the Tenant.

(6) To comply with all reasonable rules and regulations which may be adopted from time to time by the Landlord following appropriate notice to the Tenant.

(7) That it will not generate and store hazardous substances at the Premises except as may be incidental to and necessary for the normal operation of the Tenant as permitted by this Lease. The Tenant shall comply with all obligations imposed by applicable law, rules, regulations, or requirements of any governmental authority regarding the generation and storage of hazardous substances.

## **8. Maintenance and Repairs:**

a. The Landlord shall keep in good condition and repair the exterior, foundations, roof, and structural portions of the Building (except doors, glass, and glass windows), including gutters, downspouts, all service pipes, lines, and mains leading to and from the Premises, and the pavement. However, if any damage to these items is caused by any act or negligence of the Tenant, its employees, agents, licensees, or contractors, then the Tenant shall be solely responsible for the cost of repair to these items. The Landlord shall not be responsible for making any plumbing, electrical, or mechanical repairs or replacements or, other improvements or repairs of any kind upon or within the Premises except as expressly provided for in this Lease.

b. After the Delivery Date, the Tenant shall be responsible at its sole cost and expense for all repairs, maintenance, and replacements to the Premises other than those which are specifically identified in subparagraph a. above to be the responsibility of the Landlord, including but not limited to the interior and exterior portions of all doors, windows, and plate glass, the mechanical, plumbing, heating, air conditioning, ventilating, and electrical equipment and systems; partitions and all other fixtures, appliances, and facilities furnished or installed by the Tenant or the Landlord; and the pavement markings. All work in the Premises shall be performed by the Tenant in a good and workmanlike manner in compliance with all applicable governmental laws, codes, rules, and regulations free of any liens for labor and materials, and subject to reasonable requirements as the Landlord may impose.

c. The Landlord may enter into a maintenance contract for the HVAC unit for the Premises for the routine inspection and maintenance of the HVAC unit. All expenses incurred by the Landlord for the HVAC unit shall be considered as Building Operating Costs. Any maintenance contract shall not serve to modify the Tenant's obligations under the Lease for repair or replacement of the Premises' HVAC unit.

d. The Tenant shall permit the Landlord at any time to enter the Premises to examine and inspect the Premises, to perform any obligations of the Tenant which the Tenant shall fail to perform (in which event the Landlord shall be entitled to charge the Tenant the cost of those items plus 15% for overhead due from the Tenant upon presentation of a bill), or to perform cleaning, maintenance, janitorial services, repairs, additions, or alterations as the Landlord may deem necessary or proper for the safety, improvement, or preservation of the Premises, or as may be required by governmental authorities through any code, rule, regulation, ordinance and/or law.

e. At the Expiration Date, the Tenant shall surrender the Premises in the same condition as existed on the completion of all the Tenant's Work, ordinary wear and tear excepted, clear and free of all debris. The Tenant shall remove all of its trade fixtures, business equipment, inventory, trademarked items, signs, decorative soffit, counters, walk-in coolers, hoods and exhaust systems, and other removable personal property installed in or on the Premises by the Tenant. Prior to the end of the Term, the Tenant shall repair all damage to the Premises caused by the removal of these items. If the Tenant fails to vacate the Premises on a timely basis, the Tenant

shall be responsible to the Landlord for all costs incurred by the Landlord as a result of that failure, including, but not limited to, any amounts required to be paid to third parties who were to have occupied the Premises. All furniture, trade fixtures and equipment not attached to the Premises, or other personal property not removed, shall conclusively be deemed to have been abandoned and may be stored, destroyed or otherwise disposed of by the Landlord without notice to the Tenant or any other person and without obligation to account; and the Tenant shall pay the Landlord all expenses incurred in connection with the abandoned property, including, but not limited to, the cost of repairing any damage to the Premises caused by removal of this property and the costs of cleaning or debris removal. The Tenant's obligation under this subparagraph shall survive the expiration or other termination of this Lease.

**9. Common Areas:**

a. The "Common Areas" shall mean and refer to all of the following areas to the extent they are located on the Real Estate and the Shopping Center (to the extent that the Landlord has rights): parking areas, driveways, sidewalks, and any other facilities available for common use by all the occupants of space in the Shopping Center and their employees, agents, customers, licensees, and invitees, as they may exist during the Term. The Landlord reserves the right for itself and the owners of the Shopping Center to prevent the acquisition of public rights in the Shopping Center, or to discourage non-customer parking.

b. The Landlord grants to the Tenant the right to use the Common Areas until this Lease is terminated subject to the conditions provided for below and those provided for in the Shopping Center Agreements. The conditions of the Tenant's use of the Common Areas are as follows:

(1) The Common Areas shall be used by the Tenant, its agents, employees, customers, and invitees, in common with agents, employees, customers, and invitees of the Landlord and the other owners, occupants, and the Tenants from time to time in the Real Estate and the Shopping Center.

(2) The Tenant shall make no use of the Common Areas which shall interfere in any way with the lawful or permitted use of the Common Areas by others.

(3) Subject to the provisions of this paragraph, the Landlord and the other owner(s) of the Shopping Center shall have the right from time to time to construct other temporary and permanent buildings or improvements in the Common Areas or elsewhere in the Real Estate and/or the Shopping Center, to change the location or character of, to make alterations of or additions to the Common Areas, to repair and reconstruct the Common Areas, and to do any other acts in and to the Common Areas as they may deem desirable to improve the convenience or usability of the Common Areas; provided, however, no such improvements shall be made to any portion of the Common Areas located on the Real Estate without the written consent of the Tenant.

(4) Use of all parking areas or other Common Areas shall be subject to rules and regulations from time to time approved by the Landlord.

c. The Landlord agrees that the Tenant may, during the Term, have the non-exclusive right to use all parking areas of the Real Estate and the Shopping Center (to the extent that the Landlord has rights) for the accommodation and parking of automobiles of the Tenant, its officers, agents, and employees, and customers while shopping in the Real Estate. The Landlord shall have the right, however, to be exercised reasonably, to designate and to change the location and direction of parking lanes and to rearrange and relocate parking areas so long as adequate parking for the Real Estate is maintained and access to the Premises is not adversely affected. Adequate parking shall mean that ratio of parking spaces to store area required by the City of Scottsbluff, Nebraska. The Tenant agrees to cause its employees to park their cars only in areas as the Landlord designates as employee parking areas. Upon request of the Landlord, the Tenant shall furnish to the Landlord a complete list of the license numbers of all automobiles operated by the Tenant, its employees, subleases, concessionaires, or licensees.

**10. Taxes:**

a. The Landlord shall be responsible for the timely payment of all general and special taxes and assessments and all other governmental charges levied, assessed or imposed on the Real Estate (the "Real Estate Taxes"). The Landlord shall pay the Real Estate Taxes before they become delinquent.

b. The Tenant shall pay, prior to their due date, all taxes assessed on its merchandise, trade fixtures, and equipment in or upon the Premises and also general license or franchise taxes, if any, which may be required for the conduct of the Tenant's business.

**11. Utilities:**

The Tenant shall pay for all utility services, including gas, electricity, domestic water, sewer, and all other utility services furnished to the Tenant for use in the Premises. All utilities shall be placed in the Tenant's name.

**12. Insurance:**

a. The Landlord shall keep all portions of the Building above foundation walls which the Landlord has the obligation to maintain and repair insured against loss or damage by fire and other casualties along with general insurance for the Landlord's public liability (the "Landlord's Insurance"). The Landlord's Insurance shall be in amounts from companies and on terms and conditions, including endorsements for all risks, vandalism and malicious mischief and loss of rent, as the Landlord considers appropriate.

b. The Tenant shall not do or permit anything to be done at the Building, or bring in anything or keep anything in the Building which shall increase the rate of insurance on the Building above the standard rate; provided, however, the Landlord agrees that as long as the Tenant's use of the Premises is for the Permitted Use and is in compliance with this Lease, then this subparagraph shall not be applicable. If the Tenant's violation of this subparagraph causes an increase in the premium for the Landlord's Insurance, the Tenant will promptly pay to the Landlord on demand the amount of the increase.

c. The Tenant shall maintain, at its own cost, hazard, fire, and extended coverage insurance on the Tenant's property and the contents of the Premises (to include furniture, fixtures, merchandise and equipment) and all items that the Tenant is obligated to maintain and repair under this Lease (including plate glass) with appropriate all risk endorsements. The Tenant assumes all risk of damage to its own property arising from any cause.

d. The Tenant shall maintain, at its own cost, comprehensive general liability insurance, including coverage for bodily injury, property damage, personal injury (employee and contractual liability exclusions deleted), products and completed operations, contractual liability, owners protective liability, host liquor legal liability (where applicable), and broad form property damage with limits of liability of \$1,000,000 for each occurrence combined single limit. This insurance shall be procured from responsible insurance companies authorized to do business in Nebraska, and shall be otherwise satisfactory to the Landlord. In addition:

(1) All policies shall name the Landlord as additional insureds, and shall provide that the policies may not be canceled or altered except upon 30 days prior written notice to the Landlord.

(2) All insurance maintained by the Tenant shall be primary to any insurance provided by the Landlord. If the Tenant obtains any general liability insurance policy on a claims-made basis, the Tenant shall provide continuous liability coverage for claims arising during the entire term of this Lease.

(3) The Tenant shall provide certificate(s) of insurance to the Landlord on or before the Delivery Date and at least thirty (30) days prior to any annual renewal date for the insurance.

e. Neither party shall be liable to the other for any business interruption or any loss or damage to property occurring on the Building or the Common Area or in any manner connected with the Tenant's use and occupation of the Building caused by the negligence or fault of the other party or that party's agents, employees, subleases, licensees, or assignees. The parties each waive all right of recovery against the other, and their respective agents, employees, subleases, licensees, and assignees, for any loss or for damage to the property of the waiving party. Nothing contained in this subparagraph shall be construed to impose any other or greater liability upon either party than would have existed in the absence of this subparagraph. Each of

the parties shall notify their respective insurance carriers of the existence of this waiver and shall require their carrier to include an appropriate waiver of subordination provision in its policies.

**13. Damage by Fire or Other Casualty:**

The Tenant shall give immediate written notice to the Landlord of any damage caused to the Premises by fire or other casualty. Upon receipt of this notice, the following shall then apply:

a. Within 60 days after receipt of the Tenant's notice, the Landlord shall have the right to notify the Tenant in writing that this Lease is terminated if:

(1) The Premises are substantially damaged whether or not the cause of the damage is covered by the Landlord's Insurance; or

(2) The Premises are partially damaged and the cause of the damage is not covered by the Landlord's Insurance.

For purposes of this paragraph, the term "substantially damaged" shall mean (i) damage to the Premises that cannot reasonably be expected to be repaired or restored within 150 days from the time that the repair or restoration work would be commenced, or (ii) damage caused by an event for which the Landlord is not insured.

b. If the Lease is terminated pursuant to this paragraph, all rent shall be prorated to the date of the termination and as of that date, the parties shall be relieved of all further rights and obligations under this Lease.

c. If the Landlord fails to give timely notice of termination, this Lease shall continue and the Landlord shall proceed to begin rebuilding the Premises to substantially the same condition as existed immediately prior to the damage, but only to the extent that (i) the Landlord is responsible for the repairs under this Lease, and (ii) insurance proceeds attributable to the Landlord's property are recovered by the Landlord, and further subject to zoning laws and building codes then in existence. The Landlord shall not be responsible for any delay in repair or rebuilding which may result from any cause beyond the Landlord's reasonable control.

d. If the Premises are partially damaged by fire or other casualty, the risk of which is covered by the Landlord's insurance, the Landlord shall proceed to begin repairing the damage and restoring the Premises to substantially the same condition as existed immediately prior to the damage, but only to the extent that the Landlord is responsible for the repairs under this Lease.

e. Any repairs or restoration shall be subject to zoning laws and building codes then in existence. The Landlord shall complete the Landlord's work in a timely manner, but shall not be responsible for any delay in repair or rebuilding which may result from any cause beyond the Landlord's reasonable control.

f. No later than immediately following completion of the Landlord's work, the Tenant will proceed with reasonable diligence, and at its sole cost and expense to repair and restore (i) those portions of the Premises which are the Tenant's obligations to repair pursuant to this Lease, and (ii) its fixtures and equipment and reinventory the Premises for reopening as soon as possible.

g. The Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent practicable.

h. This Lease shall continue in effect during any period of repair and restoration. However, if Tenant is not able to continue the operation of its business, and the damage or destruction is not the fault of the Tenant, then from the date of the casualty until the Landlord's repairs are completed, the Base Rent and Additional Rent shall abate.

#### **14. Indemnification:**

a. The Tenant will indemnify and hold the Landlord harmless from any claims, actions, damages, liability, and expense, including, but not limited to, reasonable attorney fees, in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence on the Premises, or the occupancy or use by the Tenant of the Premises, or caused wholly or in part by any act or omission of the Tenant, its agents, employees, contractors, subleases, concessionaires, or licensees, except where caused by the act or neglect of the Landlord, its agents or employees. This indemnity shall apply in connection with claims, causes of actions, or judgments arising out of the use of the Common Areas, in the event of the carelessness and neglect of the Tenant, its agents, employees, contractors, subleases, concessionaires, or licensees, and shall also apply to the Tenant's occupancy of the Premises during construction and during the installation of its fixtures and equipment even though the Tenant's occupancy may be prior to the Rent Commencement Date.

b. The Landlord will indemnify and hold the Tenant harmless from any and all claims, actions, damages, liability, and expense, including, but not limited to, reasonable attorney fees, in connection with loss of life or personal injury, arising from or out of any occurrence in the Common Areas which is occasioned wholly by any negligent act or omission of the Landlord, its agents, or employees.

#### **15. Eminent Domain:**

If all or any part of the Premises shall be taken by eminent domain or condemnation, the Tenant shall have no claim to any portion of any award for damages. However:

a. If only a portion of the Premises is condemned, this Lease shall terminate as to the portion condemned and the Rent shall be recalculated based on any reduction in the square footage of the Building.

b. If as a result of the condemnation there is not sufficient space left in the Premises for the Tenant to conduct business in substantially the manner in which it was being conducted immediately prior to the condemnation or the condemnation of parking and Common Area is so substantial as to render the Premises unsuitable and unfit for the purposes for which they were rented, then the Tenant may terminate this Lease by giving the Landlord notice of termination within 30 days of the agreement or judgment of condemnation.

c. Although all condemnation damages belong to the Landlord, the Tenant shall have the right to claim from the condemning authority any compensation as may be separately awarded or recoverable by the Tenant in its own right for its trade fixtures or moving expenses so long as any award to the Tenant, if any, in no way reduces the Landlord's award.

#### **16. Assignment and Subletting:**

a. The Tenant may not assign this Lease or sublet all or any portion of the Premises without obtaining the prior written permission of the Landlord which may be granted or denied in the Landlord's sole discretion. The consent of the Landlord to any assignment or subletting shall not constitute a waiver of the necessity for consent to any subsequent assignment or subletting.

b. Where the Tenant is an entity, assignment or subletting shall include (i) the transfer of a majority of the equity or voting interest of the Tenant, (ii) the transfer of all or a majority of the assets of the Tenant, or (iii) any assignment or subletting by operation of law.

c. If this Lease is assigned, or if all or any portion of the Premises is sublet or occupied by anyone other than the Tenant, without the consent of the Landlord, the Landlord may collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the Rent. However, no such assignment, subletting, occupancy, or collection shall be deemed a waiver of the requirement of consent, or the acceptance of the assignee, subtenant, or occupant as the Tenant, or a release of the Tenant from the further performance by the Tenant of the covenants of this Lease.

d. Notwithstanding any permitted assignment or sublease, the Tenant shall remain primarily liable for the obligations of this Lease and shall not be released from performing any of the terms, covenants, and conditions of this Lease unless the Landlord specifically releases the Tenant in writing.

e. If any sublessee or assignee is obligated by the Tenant to pay rent to the Tenant for the use of the Premises in excess of the Rent (the "Excess Rent"), the Landlord shall be entitled to receive 50% of the Excess Rent.

f. The Landlord shall be entitled to withhold consent to a proposed assignee or sublessee (i) whose proposed use is a Prohibited Use; (iii) whose proposed use is reasonably expected to require or use a disproportionate amount of vehicular parking or other amenities or services of the Shopping Center; (iv) whose reputation and character is not in keeping with the standards of the Shopping Center; or (v) who is, in the Landlord's sole judgment, financially incapable of performing the obligations under this Lease.

## **17. Fixtures, Signs, and Alterations:**

a. The Tenant shall not erect any exterior sign or any interior window or door signs which are directed to the exterior of the Building without first obtaining the written consent of the Landlord. All signage which is visible from the exterior of the Premises shall be subject to the sign criteria set forth in the Shopping Center Agreements. Any other interior signs shall at all times be in good taste and be maintained in good operating, neat and clean condition. No roof signs or exterior electrical signs which utilize moving parts or flashing, oscillating, or moving lights or variable lighting intensities shall be permitted. Further, all exterior illuminated signs shall derive light from a concealed source (no exposed globes, tubing, etc.).

b. The Tenant may, from time to time, make, at its own cost and expense, any reasonable nonstructural alterations or changes in the interior of the Premises. "Nonstructural" alterations shall include moving of stud partitions, minor plumbing and electrical work, and modification and rearrangement of fixtures. All alterations or changes shall be performed in a good and workmanlike manner, in compliance with all applicable governmental laws, codes, rules and regulations, and subject to reasonable requirements the Landlord may impose, including but not limited to maintenance by the Tenant of adequate liability and workmen's compensation insurance. The Landlord agrees to cooperate with the Tenant for the purpose of securing necessary permits for any changes, alterations, or additions permitted under this paragraph without expense to the Landlord.

c. The Tenant will not alter the exterior of the Premises (including store front and signs) and shall have no right to make any change, alteration, or addition to the Premises which would impair the structural soundness or diminish or increase the size of the Premises, without the prior written consent of the Landlord.

d. All costs of any alterations permitted under this paragraph shall be paid promptly by the Tenant so as to prevent the filing of any construction liens. All alterations or changes the Tenant may make in the Premises shall be the Tenant's responsibility to maintain, repair and insure as required by this Lease.

e. All alterations and permanent fixtures installed in the Premises, including, but not limited to, all partitions, paneling, carpeting, drapes or other window coverings, and light fixtures (but not including movable furniture or fixtures not attached to the Premises), shall be considered

to be a part of the Building and the property of the Landlord and shall remain upon and be surrendered with the Premises as a part of the Premises without disturbance or injury at the end of the Term unless the Landlord by notice given to the Tenant no later than 15 days prior to the end of the Term shall elect to have the Tenant remove all or any portion of the alterations. In that event, the Tenant shall promptly remove, at the Tenant's expense, the alterations specified by the Landlord and return the Premises to their condition prior to the making of the alterations, reasonable wear and tear excepted.

**18. Default:**

a. The Tenant shall be in default if any one or more of the following events occur (each an "Event of Default"):

- (1) Any failure by the Tenant to pay the Rent or any other amounts required under this Lease within 5 days of the date that the payment is due;
- (2) The Tenant vacates or abandons the Premises;
- (3) The Tenant's rights under this Lease are transferred to or assumed by any other party except as permitted under this Lease;
- (4) This Lease or all or any part of the Premises is taken by execution or other process of law directed against the Tenant, or is subject to any attachment against the Tenant, and the taking or attachment is not discharged or disposed of within 15 days after the levy;
- (5) The Tenant files a petition in bankruptcy, insolvency, reorganization or other similar arrangement under federal or state law, or is dissolved or makes an assignment for the benefit of creditors;
- (6) Involuntary proceedings under any bankruptcy law or insolvency act or for the dissolution of the Tenant shall be instituted against the Tenant, or a receiver or trustee shall be appointed of all or substantially all of the property of the Tenant, and the proceeding is not dismissed or vacated within 60 days after the institution or appointment;
- (7) The Tenant, or any partners of the Tenant if the Tenant is a partnership, generally fails to pay its debts as they become due;
- (8) The Tenant fails to take possession of the Premises on the Delivery Date;
- (9) The Tenant fails to perform any other obligations of the Tenant under this Lease, and the nonperformance continues for 15 days after written notice of the

nonperformance is given by the Landlord to the Tenant. Provided, however, if the Tenant cannot reasonably comply within 15 days, then the Tenant's nonperformance shall be excused if the Tenant, in good faith, shall commence performance within 15 days and diligently proceeds to completion.

b. Upon an Event of Default, the Landlord shall have all legal remedies available to the Landlord including, but not limited to, the following remedies:

(1) To give the Tenant written notice of intention to terminate this Lease (a "Termination Notice") either immediately or at a later date as provided for in the Termination Notice (the "Termination Date"). The Lease shall then terminate, and the Tenant's right to possession of the Premises shall cease, as of the Termination Date. Provided, however, the Tenant shall not be relieved of the Tenant's obligations which accrued prior to the Termination Date.

(2) Without notice, and without terminating this Lease, to reenter and take possession of all or any portion of the Premises, and expel the Tenant and those claiming through or under the Tenant, and remove their property without prejudice to any remedies for unpaid Rent or other obligations of the Tenant under this Lease.

c. If the Landlord elects to reenter the Premises pursuant to subparagraph b.(2) above, or should the Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, the Landlord may:

(1) From time to time, without terminating this Lease, relet all or any part of the Premises upon terms as determined by the Landlord in its sole discretion, and the Landlord may collect and receive the rents. The term of the reletting may be greater or less than the remainder of the Term and the Landlord may include concessions of free rent and alteration and repair of the Premises. The Landlord shall in no way be responsible or liable for any failure to relet the Premises, or for any failure to collect rent due upon the reletting. No notice, reentry or taking possession of the Premises by the Landlord shall be construed as an election on the Landlord's part to terminate this Lease unless a Termination Notice is given to the Tenant. The Landlord reserves the right following any reentry and/or reletting to give a Termination Notice.

(2) Collect from the Tenant the Rent and any other amounts due under this Lease which would have been payable if the repossession had not occurred, less any net proceeds of a reletting, but after deducting all of the Landlord's expenses incurred in connection with the reletting, including, but not limited to, any amounts then owed by the Tenant under this Lease, all repossession costs, brokerage commissions, attorney fees and legal expenses, alteration and repair costs, and expenses of preparation for the reletting. In addition, any rent concessions will be apportioned over the term of the new lease. The

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FEB 18 2016

NEBRASKA LIQUOR  
CONTROL COMMISSION

Tenant shall pay all amounts due to the Landlord on the Rent payment dates provided for in this Lease.

d. Actions for the recovery of the amounts due and owing by the Tenant may be brought by the Landlord, from time to time, at the Landlords' election. The Landlord shall not be required to wait until the Expiration Date to bring an action. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other legal right or remedy now or later existing. The Landlord's exercise of any one or more of the rights or remedies provided for in this Lease or by law shall not preclude the simultaneous or later exercise by the Landlord of any or all to the Landlord's other rights or remedies.

e. The Landlord shall have a lien and security interest for the Rent and any other amounts owing under this Lease on all fixtures and personal property of the Tenant located on the Premises. This property shall not be removed without the consent of the Landlord except in the ordinary course of business. Upon the occurrence of an Event of Default, the Landlord may, in addition to any other remedies provided for in this Lease, (i) enter the Premises and take possession of the Tenant's fixtures and personal property without liability for trespass or conversion, and sell the same with or without notice at public or private sale, or (ii) foreclose the lien and security interest in the manner provided for foreclosure of security interests under the Nebraska Uniform Commercial Code. The proceeds of the sale less any and all expenses incurred in connection with the taking of possession and sale of the property, shall be credited against any amounts owed by the Tenant to the Landlord. Any surplus shall be paid to the Tenant, and the Tenant agrees to pay any deficiency. This Lease shall be considered as a security agreement and upon demand by the Landlord, the Tenant agrees to execute and deliver to the Landlord financing statements and other documents as may be required to perfect the Landlord's security interest. Nothing in this subparagraph shall prevent the Tenant from purchase money financing the Tenant's removable trade fixtures, inventory and equipment.

f. In the event that the Tenant alleges a default on the part of the Landlord, the Tenant shall give notice to the Landlord, and the Landlord shall have a reasonable opportunity to cure the default. In no event will the Landlord be responsible for any consequential damages incurred by the Tenant including, but not limited to, lost profits or interruption of business as a result of any alleged default by the Landlord.

#### **19. Notices:**

Any notice which may be required to be given under this Lease shall be in writing and delivered in person or sent by registered or certified mail, postage prepaid, or delivered by a national overnight delivery service, to the addresses set out at the beginning of this Lease, or at another address as designated by written notice to the other party. All notices shall be considered as served when delivered personally, or 5 days following deposit in the U.S. mail, or the day after delivery to an overnight delivery service.

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FEB 18 2021

NEBRASKA LIQUOR  
CONTROL COMMISSION

**20. Miscellaneous Provisions:**

a. Each party shall be responsible for any amounts owed to any broker or person claiming through the party, and shall indemnify and hold the other party harmless for any such amounts.

b. On or before the 30th day following each calendar year during the Term, the Tenant shall deliver to the Landlord, an annual financial statement summarizing the Tenant's business at the Premises. The financial statement shall include copies of the Tenant's sales tax reports filed with the Nebraska Department of Revenue for the applicable period.

c. Wherever there is provided in this Lease a time limitation for performance by the Landlord of any obligation, the time shall be extended to the extent that delay in compliance with the limitation is due to any other factor beyond the reasonable control of the Landlord. In no event shall the Landlord be liable to the Tenant for any indirect or consequential damage(s).

d. No failure by the Landlord to insist upon the strict performance of any provision of this Lease, or to exercise any right or remedy upon a default by the Tenant, and no acceptance of full or partial rent during the continuance of a default, shall constitute a waiver of any provision or default. The noncompliance with a provision of this Lease shall not be considered as waived unless in writing signed by the Landlord. Any provisions of this Lease which require performance after the Expiration Date shall survive the Expiration Date.

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

f. If any provision of this Lease is determined to be invalid, the remainder of this Lease shall continue in effect.

g. This Lease is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Provided, no assignment of all or any portion of this Lease shall relieve any party of its obligations under this Lease.

h. This Lease shall be governed by the laws of Nebraska.

i. This Lease contains the entire agreement of the parties, and may be amended only in writing signed by all parties.

[Signatures on Following Page]

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CONTROL COMMISSION

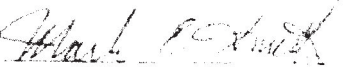
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FEB 18 2016

**Landlord:**

Smith Land Company, LLC.

By:

  
Mark E. Smith, Member-Manager

Dated: 2-18-2016

**Tenant:**

San Pedro, JC, LLC.

By:

  
Eduardo Montelongo, Sole Member

Dated: 2-18-2016

NEBRASKA LIQUOR  
CONTROL COMMISSION

**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.

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\*OTHER COUNCIL CONCERNS

## Memorandum

**To:** THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**From:** Kevin Spencer, Chief of Police  
**Date:** 8/24/2021  
**Re:** Application for a Class I Liquor License number I - 124326, San Pedro, JC, LLC, dba: San Pedro Mexican Restaurant, 23 West 27<sup>th</sup> Street Scottsbluff, NE 69361

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

### COMMENTARY

#### **53-132: Section 2**

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

I conducted a background investigation on Karla Montelongo to determine Karla's fitness to hold a liquor license. Karla Montelongo reported not having any criminal convictions, nor did I find any during the background check.

On Thursday, August 19, 2021, at 1600 hours, the City of Scottsbluff Liquor License Holders Investigatory Board convened to meet with Karla Montelongo to discuss her liquor license application. Karla described her experience in the alcohol industry as having worked at San Pedro's since 2009 and being involved in management since 2014. Because the Liquor License Holders Investigatory Board did not have a quorum, a recommendation to the council was not possible.

**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.

Karla explained that she strongly encourages employees to check all customer's identification to determine their age. Karla added, the business does have a book provided by the Nebraska State Patrol, a born-on calendar, and employees can scan driver's licenses through their register to verify a customer's age. Karla told the board that the business does have security cameras that record. Karla said that she and her mother conduct the alcohol inventory and ordering. Karla said that all of the alcohol overstock is kept in a locked office. Karla advised that she employs four to five servers and requires them to attend an alcohol beverage server training. Karla said that any employee caught selling alcohol to a minor would be terminated.

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

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

Karla told the board that San Pedro's does not sell any virgin drinks, explaining that it is difficult to tell the difference between a virgin drink and an actual alcoholic beverage.

The business has been in operation since 2009, with Karla involved in management since 2014.

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

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

San Pedro is open seven days a week, 11:00 am to 10:00 pm weekdays, and 11:00 am to 09:00 pm weekends; food is served during the hours of operation.

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

**SPECIFIC ISSUES COMMISSION MAY CONSIDER**

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

There have been no known citizen protests of this business.

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

The business is at 23 West 27<sup>th</sup> Street Scottsbluff, NE. It is a restaurant that will attract customers at all hours when opened. Its location is easily accessible and convenient for customers. I would not anticipate any issues with the site.

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

There are two businesses in the area with liquor licenses that allow for offsite sales. There are other restaurants in the area with liquor licenses.

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

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

**(H) The adequacy of existing law enforcement:**

The Scottsbluff Police Department is allowed 33 full-time officers and handled approximately 17,073 calls for service in 2020. 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 complex. 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 broad jurisdiction generally precludes any particular focus in the city.

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

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

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

**EXHIBIT IV**

# Memo

**Date:** September 7, 2021

**To:** Honorable Mayor McKerrigan and Members of the City Council

**From:** Kimberley Wright, City Clerk

**CC:** Dustin Rief, City Manager

**Re:** San Pedro JC, LLC d/b/a San Pedro Mexican Restaurant Class I License 124326

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 IB	Alcoholic liquors, for consumption on the premises and beer only for consumption off premises.
Class L	Craft Brewery (Brew Pub)
Class W	Wholesale beer
Class Z	Microdistillery
Catering	Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

**Class A Licenses**

**Restaurants**

Mast Enterprises, Inc. dba Arthur's Pizza	2203-07 Broadway
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**Total Class A Licenses** 1

**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  
Flyover Brewing Company (Catering)

802 21<sup>st</sup> Avenue  
1823 Ave. A  
1619 East Overland  
1824 Broadway

### **Hotel/Motel**

Holiday Inn Express

1821 Frontage Rd.

### **Taverns/Lounges**

Hight's Tavern  
Silver Saddle Lounge  
Shots Bar and Grill  
Bob's Garage & Bar  
Lucky Keno LLC dba FrontSide  
Racks Sports Bar, LLC (Catering)

20 West 18<sup>th</sup> Street  
1901-B 21<sup>st</sup> Ave.  
705 East Overland  
1907 Broadway  
1001 Avenue I  
1402 East 20<sup>th</sup> St.- Suite B

### **Retail**

Panhandle Cooperative Assn. (Catering)  
Kelley's Liquor (Catering)

401 S. Beltline Hwy West  
817 West 27<sup>th</sup> Street

### **Clubs**

Elks BPO Lodge 1367 (Catering)

1614 1<sup>st</sup> Avenue

### **Bowling Alleys**

**TOTAL CLASS C LICENSES            14**

## **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  
Cheema's Gas & Liquor  
Route 26 Mart  
Maverik Stores Inc.,  
Walgreens  
Western Travel Terminal  
Essential Fuel

503 East Overland  
121 W 27<sup>th</sup> Street  
902 West Overland  
506 West 27<sup>th</sup> Street  
2002 Avenue I  
1722 E 20<sup>th</sup> Street  
920 West 36<sup>th</sup> St.,  
205 West 27<sup>th</sup> Street  
822 South Beltline Hwy W  
2319 East Overland

### **Liquor Stores**

Dermer's  
Cigarette Chain

1311 E Overland Dr.  
323 East Overland

### **Discount/Grocery Stores**

Target (Catering)

1401 Frontage Rd.

Wal-Mart Supercenter #867  
**TOTAL CLASS D LICENSES**

16

3322 Avenue I

**CLASS I LICENSES**

**Restaurants**

Rosita's  
Applebees  
Chili's Grill & Bar  
Wonderful House Restaurant  
Ole, LLC  
San Pedro Mexican Restaurant  
Sam & Louie's Pizzeria (Catering)  
16<sup>TH</sup> Empire  
Taco Town  
Prime Cut  
Goonies Sports Bar & Grill

1205 East Overland  
2302 Frontage Rd.  
826 West 36<sup>th</sup> St.  
829 Ferdinand Plaza  
1901 East 20<sup>th</sup> Street  
23 West 27<sup>th</sup> St.  
1522 Broadway  
1605 Ave A  
1007 West 27<sup>th</sup> St.  
305 West 27<sup>th</sup> St.  
1802 East 20<sup>th</sup> Place

**Hotel/Motel**

Hampton Inn & Suites  
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26  
902 Wintercreek Dr.

**TOTAL CLASS I LICENSES** 13

**CLASS IB LICENSES**

**Nightclub**

Marez, LLC d/b/a Oasis

1722 Broadway

**TOTAL CLASS IB LICENSES**

1

**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

**Class Z Licenses**

Great Plains Distillery (Catering)

213 West Railway St.

**TOTAL CLASS Z LICENSES**

1

<b>TOTAL LICENSES</b>	
Class A	1
Class B	0
Class C	14
Class D	16
Class I	13
Class IB	1
Class L	1
Class W	1
Class Z	1
<b>TOTAL LICENSES</b>	<b>48</b>

# Memo

## Exhibit #5

**Date:** August 13, 2021  
**To:** Honorable Mayor and City Council  
**From:** Staff, Development Services  
**CC:** Dustin Rief  
**Re:** Class "I" Liquor License Application  
San Pedro Mexican Restaurant  
23 W. 27<sup>th</sup> St.  
Scottsbluff, NE 69361

**Action:**

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The owner of San Pedro Mexican Restaurant has applied for a new liquor license in the name Karla Montelongo.

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 23 W. 27<sup>th</sup> St. is situated in a C-2 (Neighborhood and Retail Commercial) zoning district where a restaurant, bar, and or tavern is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) City off street parking requirements for a restaurant/bar require 1 parking space for every 3 seats. The current occupancy load is 148 and there are 79 stalls and 2 handicap spaces. There is more parking than required by code.
- (3) The use of this property is consistent with the surrounding neighborhood, which is generally business retail in nature. All surrounding property is zoned C-2.
- (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  
**(Notes Only-Not official meeting - Quorum not present)**  
August 19, 2021 - 4:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Thursday, August 19, 2021 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 August 15, 2021 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: Dustin Rief, City Manager; Police Chief Kevin Spencer; Kim Wright, City Clerk, Andrea Margheim, Flyover Brewery. Absent: Russ Knight, Dietrich Distributing; Matt Huck, Scottsbluff Public Schools; Norman Coley, WNCC; Kelli Larson, Panhandle Prevention Coalition, Libby Stobel, City Attorney.
2. Open Meeting Act – Acting Chairman Spencer 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 Clerk Wright recorded the proceedings. Due to not having a quorum present no official action will take place.
4. There were no changes to the agenda.
5. Tabled the Minutes of the June 24, 2021 meeting - due to lack of a quorum.
6. New Liquor License application:
  - a. Class I Liquor License for San Pedro JC, LLC d/b/a San Pedro Mexican Restaurant, 23 West 27<sup>th</sup> Street, Scottsbluff, NE; Karla Montelongo, Manager.

Ms. Montelongo was present to answer questions from the committee. Ms. Montelongo stated she has done this before many times as she has held a license in the past and is currently utilizing a Temporary Operators Permit. She explained the reason why she has to do the application process again is due to paperwork concerning the Limited Liability Company. Her husband, who has since passed away, was the sole member of the company. She went on to state at the time the LLC was formed she was a resident and not a U.S. citizen and to be able to have a liquor license you needed to be a citizen. She informed the committee that rules have changed and now residents are able to get liquor licenses and because of paperwork concerning the LLC, has to apply again. She went on to state she purchased the business in 2014 and has much experience in the industry.

Police Chief Spencer asked the measures they take to prevent underage drinking. Ms. Montelongo stated they card anyone who looks under the age of 50 and they do have an old scanner, but unfortunately it does not scan the new licenses. She added the Liquor Commission is looking into helping her get a new one. In addition she stated they do not sell "virgin" drinks anymore and they have a liquor license book as a reference.

Mr. Spencer asked about security cameras and where the overstock is kept. Ms. Montelongo explained they do have security cameras, but no alarm and the overstock is kept in a locked office in the back, adding she and her mother are the only people who have keys. She also stated they have 4-5 employees and the servers are required to take the TIPS training offered by the State Patrol. She also added if one of her employees served to a minor they would be terminated.

Due to a quorum not being present, a recommendation could not be made regarding this liquor license application to City Council.

#### 7. New Manager Application:

- a) William T Jennings, Manager applicant 2627 Lodging, Inc. d/b/a Fairfield Inn & Suites by Marriott, 902 Winter Creek Drive, Scottsbluff, NE; Class I Liquor License.

Mr. Jennings gave a brief history of his employment with the establishment stating he took over the management position last year. He explained they do not hold “happy hour” events due to COVID, but they do sell beer, shooters, and Selzers from the Marketplace.

Police Chief Spencer asked what measures they have in place to prevent underage drinking and what types of aids they have to assist in determining age. Mr. Jennings Explained they visibly check ID’s of anyone looking under 50 years of age and they have Borne On Calendars to assist them. He added the employee gets the beverage for the guest as they do not have access to the alcohol and they cannot leave the establishment once purchased. He informed the committee that they have signs letting guests know that the alcohol needs to stay on the premises.

Mr. Spencer asked where the alcohol is kept and how many employees work the front desk. Mr. Jennings stated the alcohol is kept in a locked refrigerator behind the counter and the key is kept in the drawer of the employee who is working the computer. He added the employee is the only person who has access to the key as they have strict protocol that no one is to use a drawer that is not theirs. They have five employees who work the front desk and currently four of them have taken the TIPS training. The fifth employee has just started and will take the training once they have gone through the establishment’s training. He also explained they have cameras located throughout with one pointing directly at the Marketplace where alcohol is sold. He also informed the committee that an employee would be fired if they sold to a minor.

Due to a quorum not being present, a recommendation could not be made regarding this liquor license application to City Council.

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Pub. Hear.3**

**Council to discuss and consider action making a recommendation to the Nebraska Liquor Control Commission naming Karla Montelongo as the Liquor License Manager of San Pedro JC, LLC d/b/a San Pedro Mexican Restaurant, 23 West 27th Street, Scottsbluff, NE.**

Staff Contact: Kim Wright, City Clerk

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Resolut.1**

**Council to consider the second reading of the Ordinance adopting the budget statement to be termed the annual appropriation bill for FY 2021-2022.**

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE AND TO PUBLISH IN PAMPHLET FORM.**

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

1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2021 through September 30, 2022. All sums of money contained in the budget statement are appropriated for the necessary expenses and liabilities of the City of Scottsbluff.

2. The Council determines that it is necessary to exceed the allowable growth for restricted funds for the next fiscal year by an additional one percent as permitted under §13-519 of the Nebraska statutes, and as approved by at least 75% of the Council.

3. A copy of the budget document shall be forwarded as provided by law to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Scotts Bluff County, Nebraska, for use by the levying authority.

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

PASSED AND APPROVED on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk (Seal)

Approved as to form:

\_\_\_\_\_  
City Attorney

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Resolut.2**

**Council to consider the second reading of the Ordinance updating utility user fees, including water and sewer fees, solid waste collection and surcharge for stormwater.**

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING AND CHANGING THE SOLID WASTE COLLECTION FEES AT SECTIONS 6-6-23, 6-6-24, 6-6-26, 6-6-26.1 AND 6-6-27; AMENDING AND CHANGING SEWER USER FEES INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS AT SECTIONS 6-6-19, 6-6-20, 6-6-22, AMENDING AND CHANGING THE WATER SERVICE FEES AT SECTION 6-6-28 ALL IN CHAPTER 6 ARTICLE 6 OF THE MUNICIPAL CODE, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

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

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

**“6-6-19. Minimum charge.**

Each user shall pay a sewer service charge in the minimum amount of \$47.14 which shall cover the first 10,000 gallons of water consumed by the user during the bimonthly billing period as determined in Chapter 18. Each user shall pay an additional charge of \$3.49 per each 1,000 gallons of water consumed in excess of 10,000 gallons during the applicable billing period. Provided, however, wholesale users shall pay 92.5% of the charges provided in this paragraph.

The rates and fees provided for in this section shall be effective with respect to all connections, installations and billings after December 31, 2021.”

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

**“6-6-20. Private water supply.**

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

(1) Commercial and industrial users shall meter their water supply at their expense and their sanitary sewer use charge shall be based on the quantity of water consumed on the premises from all sources.

(2) Single-family residential users within the city limits shall pay \$57.70 per bimonthly period.

(3) Single-family residential users outside the city limits shall pay \$96.60 per bimonthly period.

(4) Multi-family residential users shall pay \$83.06 per dwelling unit per bimonthly period. The rates and fees provided for in this section shall be effective with respect to all connections, installations and billings after December 31, 2021.”

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

**“6-6-22. Surcharge.**

(1) There will be a \$4.00 per billing cycle surcharge fee to all residents of the city for stormwater regulatory requirements and the use, upkeep and maintenance of the city's stormwater collection system.

(2) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to \$0.58 per pound for the first ten thousand (10,000) pounds of excess B.O.D. per billing cycle (or up to the limit of their contract with the City), and a surcharge of \$1.11 for all additional excess B.O.D. per billing cycle. A contribution of more than twelve thousand (12,000) pounds of excess B.O.D. per billing cycle, in the absence of a contract, shall subject the user to the sanctions and penalties provided in this Chapter. Users with a contract who exceed the limits of their contract may also be subject to the sanctions and penalties provided in this Chapter.

(3) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to \$0.06 per pound of excess suspended solids per billing cycle.

(4) The expression “per billing cycle” as used in this section means the period for which the sewer service charge is payable.

(5) The rates and fees provided in this section shall be effective with respect to connections, installations and billings after December 31, 2021.”

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

**“6-6-23. Residential.**

The minimum bimonthly charges for collection and disposal service to residential units for solid waste and the single stream recycling program all of which is contained in approved containers shall be as follows, effective for all billings made after December 31, 2021:

One-family unit (including mobile homes with an individual water or sewer connection). ..... \$47.85

One-family two container unit (including mobile homes with an individual water or sewer connection). ..... \$109.44

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

Multifamily structures (including mobile home parks with a single water or sewer connection)

**Bimonthly Rate Per Unit**

2 to 4 units.....	\$47.85
5 to 6 units.....	\$43.00
7 to 10 units.....	\$40.63
11 to 16 units.....	\$38.24
17 to 39 units.....	\$35.79
40 to 59 units.....	\$33.39
60 or more units .....	\$31.09

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

The rates and fees provided in this section shall be effective with respect to usage for which billings are made after December 31, 2021.”

Section 5. Section 6-6-24 of the Scottsbluff Municipal Code is amended to provide as follows:

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

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

	<b>Each time container is emptied</b>	<b>Bimonthly minimum</b>
90 gallon	\$12.37	\$98.96
1.5 cubic yard	\$16.50	\$131.98
3.0 cubic yard	\$31.39	\$251.14

The rates and fees provided in this section shall be effective with respect to usage for which billings are made after December 31, 2021.”

Section 6. Section 6-6-26 of the Scottsbluff Municipal Code is amended to provide as follows:

**“6-6-26. Trees, brush, yard waste; disposition at City disposal sites.**

Every person who shall dispose of trees, brush or yard waste at any disposal site of the City shall, effective October 1, 2021, pay the following fee:

Outside City Commercial/Non-residential yard waste and tree disposal  
Inbound. .... \$25 per ton

Outside City residential yard waste  
Inbound. .... \$5 per 450 lbs

Mulch  
Outbound. .... \$25 per ton

Compost  
Outbound. .... \$18 per ton

Provided, citizens of the City and commercial operators within the City may dispose of yard waste from the yard of a residence within the City at any of the City's disposal sites without charge. If the tree, brush or yard waste is generated through commercial activities, from a residential or non-residential site outside the City, then the above set forth charges will be applicable. Citizens or commercial operators within the City must have valid identification showing proof of residence inside the City or proof acceptable to the City the tree, brush or yard waste is from a residence within the City to obtain disposal without charge. For purposes of this section yard waste, brush and tree disposal shall mean grass clippings, brush, yard waste and tree material generated from a residence.”

Section 7. Section 6-6-27.1 of the Scottsbluff Municipal Code is amended to provide as follows: **“6-6-26.1. Recyclable materials for Non-Residential Customers and Non-Recyclable equipment.** For residential non-electronic disposal single stream recycling please refer to section 6-6-23. Non-residential customers recycling electronic equipment and appliances please refer to the program specifics set forth below:

1. Customers recycling electronic waste including but not limited to: computer monitors, desk top and laptop computers, electronic mice, printers, fax machines, scanners, electronic typewriters, keyboards, computer speakers, servers, hard drives, television sets, VCR/DVD/Blue Ray players, home or auto stereo equipment, small electronics, gaming equipment and CFL light bulbs and florescent tubes brought in for disposal, shall be charged a fee of \$.50 per pound for all electronic waste brought in for recycling.
2. For non-recyclable appliances and electronic equipment, every person including residential and non-residential customers, who shall dispose of an appliance or non-recyclable electronic equipment at any disposal site of the City shall pay a charge of \$26.00 per item disposed.
3. The fee for the Gaylord (cardboard) containers shall be \$20.60 per month.
4. The rates and fees provided in this section shall be effective after October 1, 2021.”

Section 8. Section 6-6-27 of the Scottsbluff Municipal Code is amended to provide as follows:

**“6-6-27. Special Collections and Additional Containers.**

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

Residential 90 gallon roll-out trash container .....	\$12.37
Residential yard waste container.....	\$12.37
1.5 CY trash container .....	\$16.50
3.0 CY trash container .....	\$31.40
Each appliance .....	\$26.00

When notified of an event such as a picnic, fund raiser, craft fair, party, collection point for recycling or other non-routine event and an additional container is requested, the charges shall be as follows:

- 90 gallon - \$12.37 rental fee per container and \$12.37 for dump per container
- 1.5 CY - \$16.50 rental fee per container and \$16.50 for dump per container
- 3.0 CY - \$31.40 rental fee per container and \$31.40 for dump per container

The charges for the collection of other solid waste shall be based on volume as measured by the capacity of a standard ½ ton pickup truck. There shall be a minimum charge of \$15.00. If the volume of solid waste as estimated by the representative of the Sanitation Department exceeds to capacity of a standard ½ ton pickup truck, the charge shall be \$35.00 for each pickup load. The rates provided for shall become effective on midnight, December 31, 2021.”

Section 9. Section 6-6-28 of the Scottsbluff Municipal Code is amended to provide as follows:

“6-6-28. Water service.

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

Gallons	Rate per Thousand Gallons
Up to 10,000	\$2.571
10,001 to 20,000	\$2.092
20,001 to 60,000	\$2.085
60,001 to 100,000	\$2.062
Over 100,000	\$2.043

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

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

Water Meter Size	Minimum Charge	Gallons
5/8" or 3/4"	\$25.71	10,000
1"	\$46.63	20,000
1½"	\$88.30	40,000
2"	\$119.56	55,000
3"	\$191.73	90,000
4"	\$293.94	140,000
6"	\$416.37	200,000
8"	\$620.27	300,000

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

Each user of the City water system located outside of the City limits, except for whole sale water use provided by the City pursuant to the terms of an agreement, shall pay the following 1.5 times the minimum charges listed above. Provided, whole sale water use and sale shall be sold at an agreed upon amount as set by the City Council for charges outside the City limits.

The rates and fees provided for in this section shall be effective with respect to all connections, installations, and billings after December 31, 2021.”

Section 10. Existing Sections 6-6-19, 6-6-20, 6-6-22, 6-6-23, 6-6-24, 6-6-26, 6-6-27 and 6-6-28, of the Scottsbluff Municipal Code are hereby repealed. This Ordinance shall not be construed to effect any cause of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

Section 11. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

**PASSED and APPROVED** on \_\_\_\_\_ , 2021.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk (Seal)

Approved as to Form:

\_\_\_\_\_  
Deputy City Attorney

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Resolut.3**

**Council to consider the first reading of the Ordinance updating parks within the City.**

**Staff Contact: Zachary Glaubius, Planning Administrator**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 15, ARTICLE 1, SECTION 1 OF THE MUNICIPAL CODE TO UPDATE THE NAMES AND LISTINGS OF PARKS IN THE CITY OF SCOTTSBLUFF, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

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

Section 1. Section 15-1-1 of the Scottsbluff Municipal Code is now revised and amended to read as follows:

**“15-1-1. Parks; identified.**

(1) For the purposes of this Municipal Code the following named parks shall be deemed to be comprised of the areas owned or controlled by the City of Scottsbluff, Nebraska and located at the following addresses:

18<sup>th</sup> Street Plaza, 18<sup>th</sup> Street and Broadway  
23 Club Complex, 2<sup>nd</sup> Avenue and E. 29<sup>th</sup> Street  
Bee Lovell Park, 18<sup>th</sup> Street and 10<sup>th</sup> Avenue  
Centennial Park, 400 East 20<sup>th</sup> Street  
Cleveland Field, 1615 West 20<sup>th</sup> Street  
Constitution Park, 1809 3<sup>rd</sup> Avenue  
Don Park, Railroad Street and Avenue I  
Donor Plaza, Broadway and South Beltline Highway  
Dr. Allan C. Landers Memorial Park, 4205 5<sup>th</sup> Avenue  
East Overland Park, 1221 East 12<sup>th</sup> Street  
Frank Park, 2804 2<sup>nd</sup> Avenue  
Fairview Cemetery, 4109 5<sup>th</sup> Avenue  
Lacy Park, 240071 Highland Road  
McCaffree Park, 600 West 15<sup>th</sup> Street  
Monument Valley Pathway, Broadway and South Beltline Highway  
to College Park and East 27<sup>th</sup> Street  
Neighbor Park, 9<sup>th</sup> Avenue and 11<sup>th</sup> Street  
Northwood Park, 801 West 31<sup>st</sup> Street  
Pioneer Park, 102 27<sup>th</sup> Street  
Platte Valley Park, 1222 Circle Drive  
Riverside Park, 1514 South Beltline West  
Senior Center, 1502 21<sup>st</sup> Avenue  
Terry Carpenter Park, 2902 2<sup>nd</sup> Avenue  
Veterans Park, 715 14<sup>th</sup> Avenue  
Westmoor Park, 1936 Avenue I  
This section renumbered by the City Clerk pursuant to § 14-2-9.”

Section 2. Prior section 15-1-1 is now repealed.

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

PASSED AND APPROVED on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

Attest:

City Clerk (Seal)

Approved as to form:

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City Attorney

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Subdiv.1**

**Council to discuss and consider action on the final plat of Lots 7A and 7B, Block 1, Quindt Commercial Tracts, a subdivision of Lot 7 Block 1, Quindt Commercial Tracts, to the City of Scottsbluff and authorize the Mayor to sign the Resolution.**

**Staff Contact: Zachary Glaubius, Planning Administrator**

## City of Scottsbluff - City Council

Development Services Staff Report - Zachary Glaubius

Prepared on: September 1, 2021 For Hearing of: September 7, 2021



### I. GENERAL INFORMATION

- A. **Applicant:** Mark & Amy Westphal  
222 E 37<sup>th</sup> Street  
Scottsbluff, NE 69361
- B. **Property**
  - Owner: Same as Applicant
- C. **Proposal:** Request to replat Block 7, Quindt Commercial Tracts, into two separate lots and add an access easement
- D. **Legal Description:** Block 7, Quindt Commercial Tracts (to be replatted as Lots 7A and 7B, Block 1, Quindt Commercial Tracts)
- E. **Location:** 2001 E. 20<sup>th</sup> Street
- F. **Existing Zoning & Land Use:** C-2 Neighborhood and Retail Commercial. This site is currently being used as a convenience warehouse facility.
- G. **Size of Site:** Approximately 20,038.00 sq. ft.
- H. **Size of Future Sites:** Lot 7A: Approximately 17,831 sq. ft. | Lot 7B: Approximately 2,140 sq. ft.

### II. COMMENTS FROM AUGUST 9, 2021 PLANNING COMMISSION MEETINGS

- A. Planning Commission Member Henry Huber stated he is the real estate agent for the adjoining property at 1905 E. 20<sup>th</sup> Street (the former Pioneer Animal Clinic). Huber stated his client has stated vehicles from 2001 E. 20<sup>th</sup> Street are parking on the client's property.

### III. RELEVANT CASE HISTORY

- A. Site Observations by staff were conducted August 16, 2021 at 3:00 PM, August 17 at 7:00 AM, and August 18, 2021 at 9:00 PM. It was observed three to four vehicles were parking on the adjoining former Pioneer Animal Hospital Lot.
- B. Code Administrator II Gary Batt and Code Administrator I Sheila Hort conducted an inspection of the property at 7:45 AM on August 27, 2021. The inspection verified that workers for drywall business storing products at 2001 E. 20<sup>th</sup> Street were parking on the neighboring property located at 1905 E. 20<sup>th</sup> Street. The inspection found drywall supplies and equipment associated with drywall work in the southern bay of the main building.
- C. Development Services issued a certificate of occupancy on July 20, 2021. Fire Marshal Anthony Murphy has not issued a Certificate of Occupancy.

**IV. STAFF COMMENTS**

- A.** The August 27, 2021 inspection confirms inadequate parking is available at the existing 2001 E. 20<sup>th</sup> Street. Vehicles are being parked in the right-of-way and neighboring property to accommodate utilization of the property.
- B.** The August 27, 2021 inspection suggests the south bay is being used as a “a shop for building contractor” as equipment associated with drywall work was found in the bay. This is not a permitted use in the C-2 Zoning District.
- C.** The August 27, 2021 inspection confirms workers are reporting to work at the property and it is not being used as a convenience warehouse storage facility as defined in 25-2-27.1.
- D.** It is undetermined the square footage of the building that is being used for general commercial use. The parking requirement for general commercial is 1 space per 500 sq. ft. gross floor area compared to the warehouse parking requirement of 1 space per 1000 sq. ft. gross floor area per 25-5-1.
- E.** Photograph of vehicles parking on 1905 E. 20<sup>th</sup> Street from 8-16-2021 observation.



**V. STAFF RECCOMENDATION**

- A.** Due to the number of ongoing issues and the related parking as observed on multiple occasions staff recommends the denial of the final plat subdivision application of Lots 7A & 7B, Block 1, Quindt Commercial Tracts.

## City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: July 23, 2021 For Hearing of: August 9, 2021



### I. GENERAL INFORMATION

- A. Applicant:** Mark & Amy Westphal  
222 E 37<sup>th</sup> Street  
Scottsbluff, NE 69361
- B. Property**  
**Owner:** Same as Applicant
- C. Proposal:** Request to replat Block 7, Quindt Commercial Tracts, into two separate lots and add an access easement
- D. Legal Description:** Block 7, Quindt Commercial Tracts (to be replatted as Lots 7A and 7B, Block 1, Quindt Commercial Tracts)
- E. Location:** 2001 E. 20<sup>th</sup> Street
- F. Existing Zoning & Land Use:** C-2 Neighborhood and Retail Commercial. This site is currently being used as a convenience warehouse facility.
- G. Size of Site:** Approximately 20,038.00 sq. ft.

### II. BACKGROUND INFORMATION

#### A. General Neighborhood/Area Land Uses and Zoning:

Direction From Subject Site	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Commercial	C-2 Neighborhood and Retail Commercial	Farm Ground
East	Commercial	C-2 Neighborhood and Retail Commercial	ABC Seamless
South	Commercial	C-2 Neighborhood and Retail Commercial	Parking Lot, General Commercial Building
West	Commercial	C-2 Neighborhood and Retail Commercial	Former Pioneer Animal Clinic

#### B. Relevant Case History

1. This site is in the City of Scottsbluff Blighted and Substandard Area.

2. The certificate of occupancy for this parcel was issued on 7-20-21.

### III. **ANALYSIS**

- A. **Comprehensive Plan:** The Future Land Use Map of the Comprehensive Plan currently shows the site as Highway 26Commercial (Commercial).
- B. **Traffic & Access:**
  1. Current access to Lot 7 is frontage to E. 20<sup>th</sup> Street.
  2. The accesses above will remain for the proposed Lot 7B.
  3. The proposed Lot 7A will be accessed from E. 20<sup>th</sup> Street through a 20' access easement.
- C. **Utilities:**
  1. The current lot has access to water, and sewer.
  2. The proposed lots will need to have separate accesses to water and sewer.

### IV. **STAFF COMMENTS**

- A. The definition of a convenience warehouse storage facility is: A series of storage spaces contained in one building or in a series of buildings which are designed and used for the purpose of renting or leasing individual storage spaces to persons in order that any person renting or leasing one or more of such individual storage spaces shall have access for the purpose of storing property therein. (25-2-27.1).
- B. The current use of the lot is convenience warehouse storage facility which requires 1 off-street parking space for every 1000 sq feet of building.
- C. The building on the proposed Lot 7B will not meet the criteria of a convenience warehouse storage facility if on a separate lot. Single bay personal storage is not a permitted use in the C-2 zoning district.
- D. No sidewalks exist on Lot 7 or the adjoining lots in conflict of 21-1-36. Owners of Lot 7A and 7B would be required to install sidewalks per the specifications of Chapter 20 Article 3 of the Municipal Code.

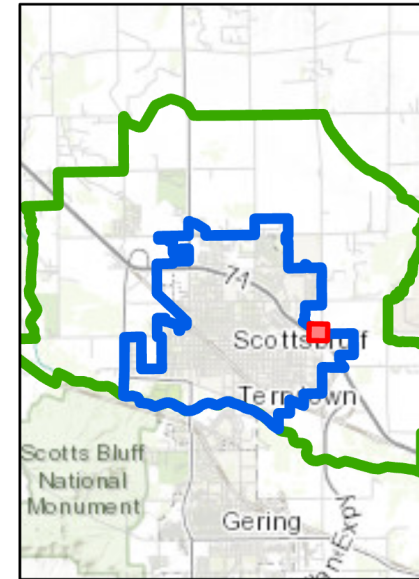
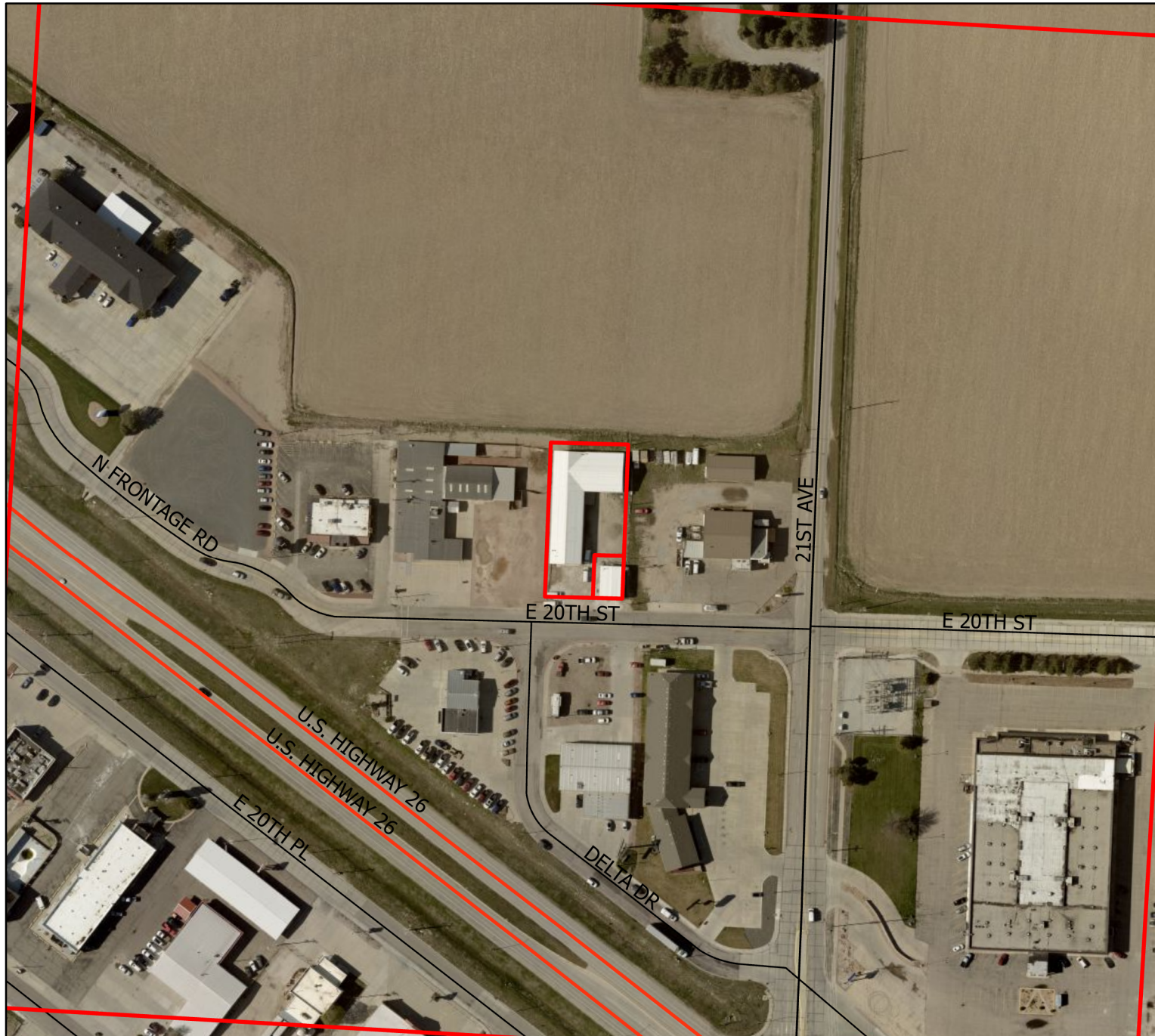
### V. **FINDINGS OF FACT**

- A. **Findings of Fact to Recommend Its Approval May Include:**
  1. The Comprehensive Plan identifies the area as commercial and the lots will remain C-2.
  2. There are no applicable setbacks or lot coverage requirements in the C-2 zoning district.
  3. The 20' access easement will provide access to the off-street parking of Lot 7B and the majority of off-street parking 7A.
  4. The current usage of Lot 7 and proposed Lot 7A meets the off-street parking requirements and is a permitted use in the C-2 district.
  5. Lot 7B will meet the parking requirements and be a permitted use if used as a convenience warehouse storage facility. Letter from applicant and future owner state this intent.
- B. **Findings of Fact to Not Recommend Approval May Include:**
  1. The existing Lot 7 has enough area to meet general commercial off-street parking requirements (1 stall per 500 sq ft). A subdivision of the existing Lot 7 will restrict the use of the Lot 7A & 7B to only warehousing and wholesaling.
  2. The structure of Lot 7B is a single bay storage building, which is not a permitted use in the C-2 district.

3. As the current use of Lot 7B is not a permitted use, it would be required to meet the general commercial off-street parking requirements of two parking stalls. The proposed Lot 7B does not have enough area for additional parking stalls.
4. Due to the small area and dimensions of Lot 7B, its off-street parking cannot be accessed without crossing onto Lot 7A.
5. The Comprehensive Plan defines Highway 26 commercial as motorized vehicle oriented. The proposed layout of Lot 7B is not motorized vehicle oriented.
6. The small area of the proposed Lot 7B is not in character with the lot sizes of the surrounding neighborhood.
7. The small area is not in character with the C-2 district. Of the 197 C-2 parcels, only two existing parcels are less than 2,200 sq ft. Neither have structures, and both are used as paved accesses.

**VI. STAFF RECCOMENDATION**

- A. Staff recommends the Planning Commission make a negative recommendation on the approval of the Final Plat of Lots 7A & 7B, Block 1, Quindt Commercial Tracts.



- Street Centerline
- Highway
- Main Road
- Residential
- Proposed\_Changes
- Area\_Zoom\_out

Taylor Stephens  
City of Scottsbluff GIS  
Created on July 29th, 2021  
Coordinate System:  
NAD 1983 StatePlane Nebraska FIPS 2600 Feet  
Lambert Conformal Conic

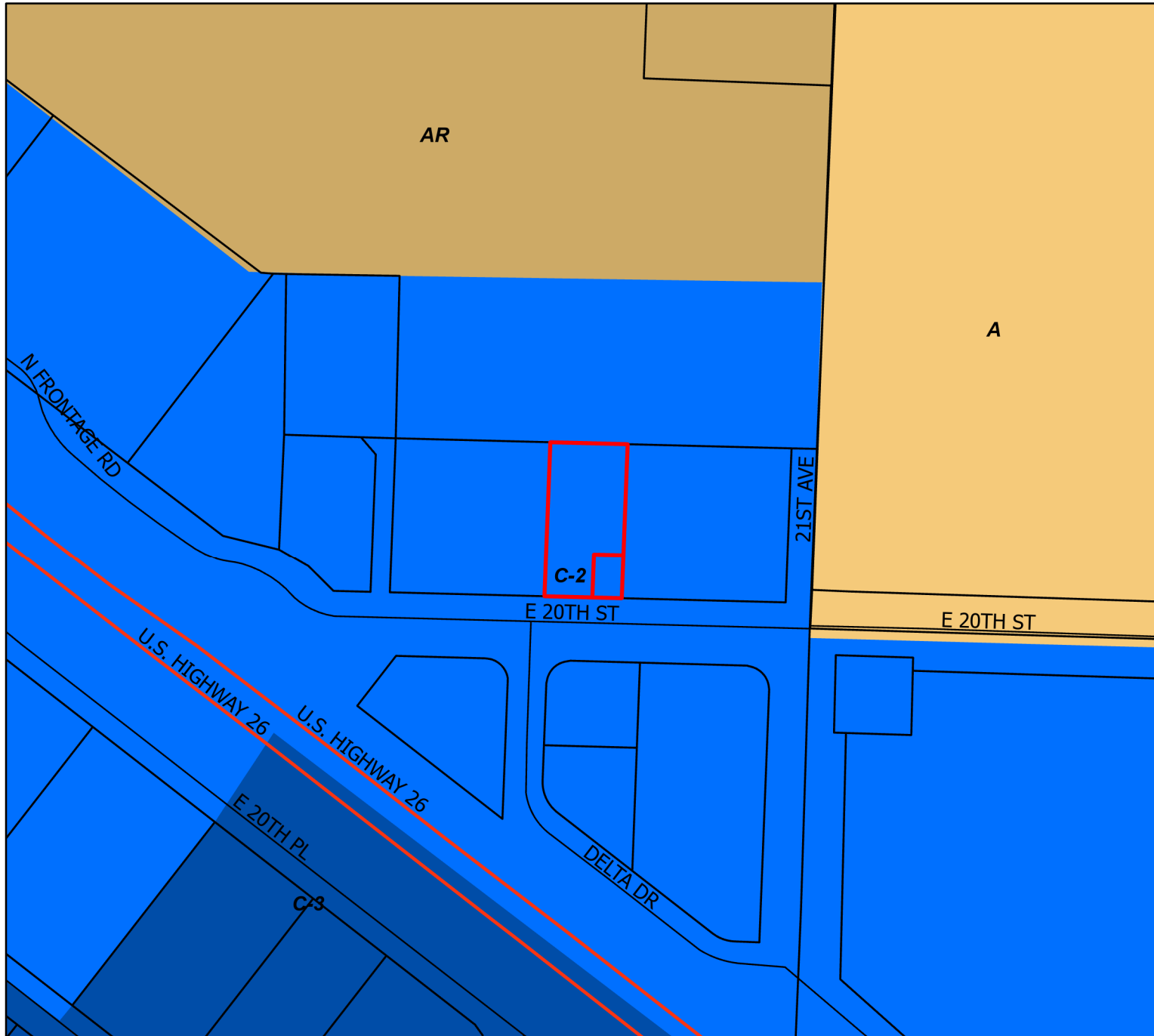
The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.



- Proposed Changes
- Street Centerline**
- Highway
- Main Road
- Residential
- Building
- Parcel Boundaries

Taylor Stephens  
City of Scottsbluff GIS  
Created on July 29th, 2021  
Coordinate System:  
NAD 1983 StatePlane Nebraska FIPS 2600 Feet  
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.



### Street Centerline

- Highway
- Main Road
- Residential
- ▭ Proposed Changes
- ▭ Parcel Boundaries

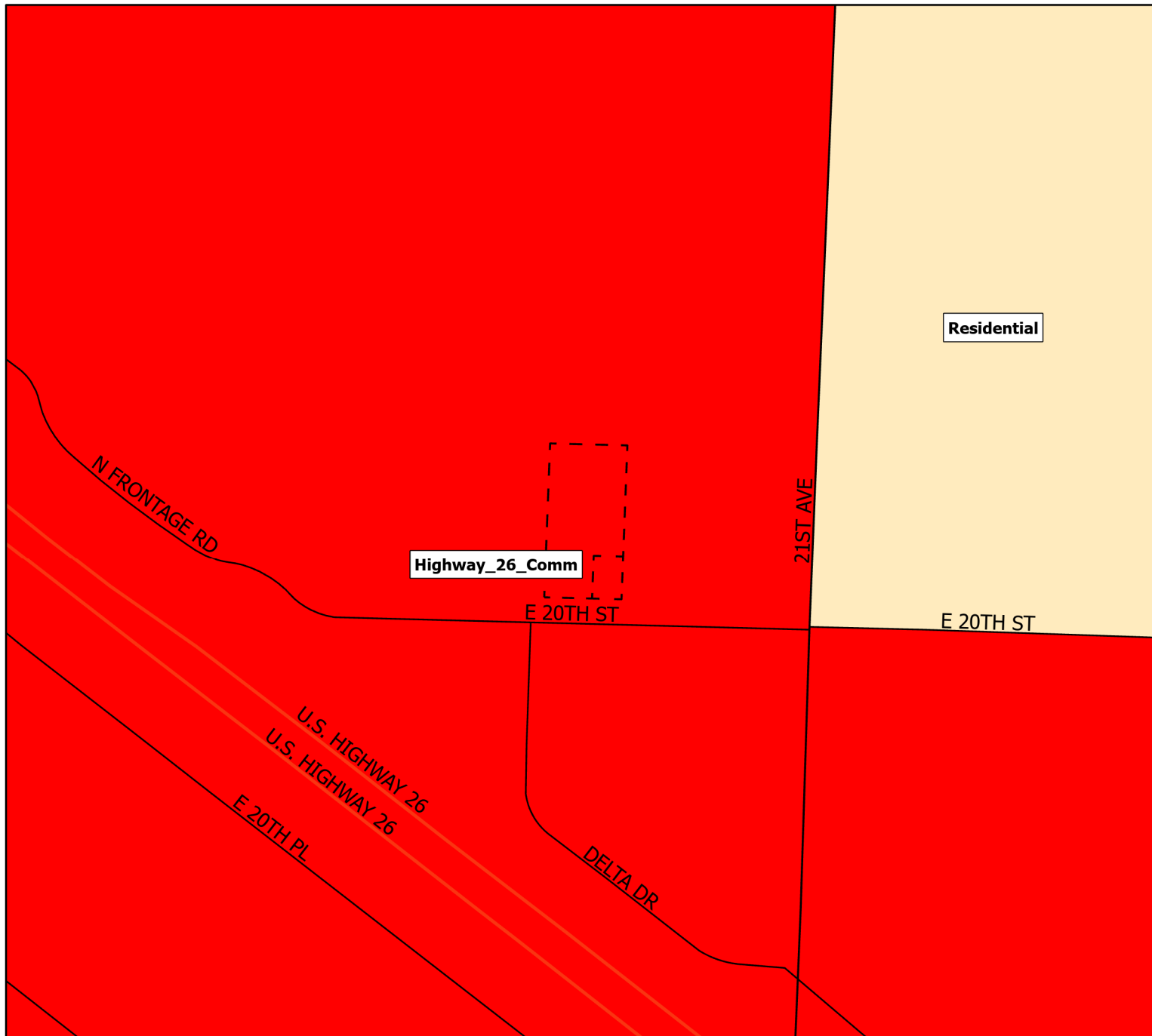
### Zoning

- A
- AR
- C-1
- C-2
- C-3
- M-1
- M-2
- O&P
- PBC
- R-1
- R-1A
- R-1B
- R-4
- R-6

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## 2016 Comp. Plan Future Land Use Overview



### Street Centerline

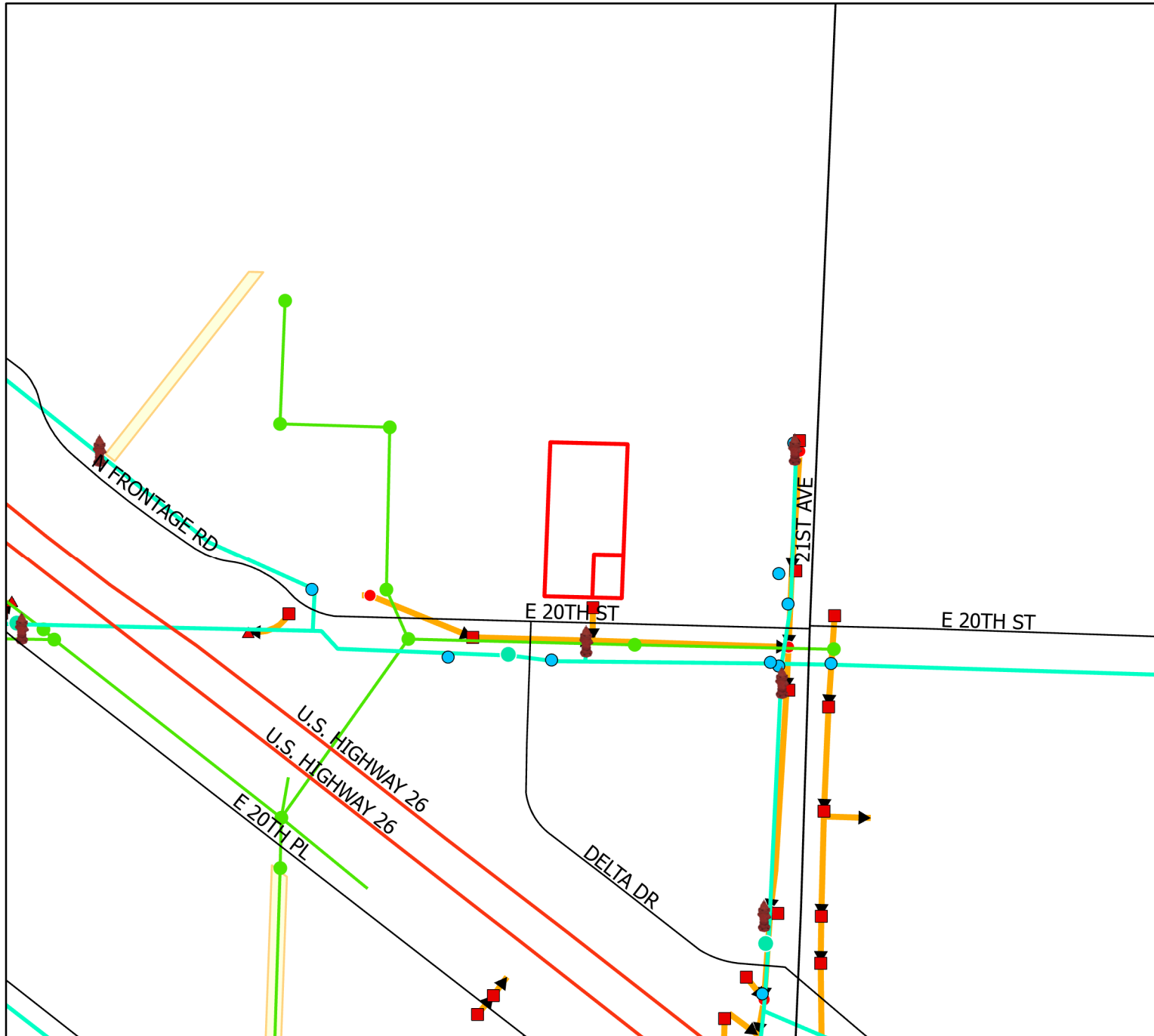
- Highway
- Main Road
- Residential

### 2016 Comp. Plan Land Use

- Automobile Commercial
- Avenue B and Hospital Campus
- Central Business District
- East Overland
- Highway 26 Commercial
- Northwest Commercial
- Residential
- Rural
- Rural Residential
- Southeast Industrial and Commercial
- South Broadway
- WNCC and Surrounding Area
- Proposed Changes

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- Street Centerline
- Highway
- Main Road
- Residential
- ◆ Water Curbstop
- Water Valve
- Water Manhole
- ◆ Fire Hydrants
- Water Lines
- Verified\_Manhole
- Wastewater Lines
- ▲ Outfall
- Stormwater Inlet
- Stormwater Manhole
- Stormwater Arc
- Easement
- Proposed Changes

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FINAL PLAT OF LOTS 7A AND 7B, BLOCK 1,  
QUINDT COMMERCIAL TRACTS,  
A SUBDIVISION OF LOT 7, BLOCK 1, QUINDT COMMERCIAL TRACTS  
TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA  
SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH,  
RANGE 55 WEST OF THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA

Sheet Revisions		
Date	Description	Initials
06-02-21	DRAFTED SURVEY	JCB

120 EAST 16TH STREET  
SCOTTSBLUFF, NE 69301  
308-432-3123  
www.baker-eng.com

Baker & Associates  
Inc.

Engineers • Architects • Surveyors  
COPYRIGHT 2021

Final Plat of Lot 7A and 7B, Block 1,  
Quindt Commercial Tracts  
Title Sheet  
Baker Project Number: 6423-001-21  
Project Location: Scottsbluff, Scotts Bluff County Nebraska  
Owners: WESTPHAL/MARK A & AMY S  
Project Code | Last Mod. Date | Subset | Sheet No.  
6423 | 07-29-2021 | 1 of 2 | 2

SURVEY NOTES

1. BAKER AND ASSOCIATES, INC., PERFORMED ALL NECESSARY RESEARCH TO ESTABLISH CURRENT OWNERSHIP OF THE SUBJECT PROPERTY SHOWN HERE ON, UTILIZING CURRENT VESTING DOCUMENTS FROM PUBLIC RECORDS, A CERTIFICATE OF TITLE WAS ALSO PROVIDED BY FERGUSON TITLE SERVICES COMPANY TO VERIFY ALL OWNERSHIP AND RESEARCH.

2. THE MONUMENTATION RECOVERED WAS LOCATED BY A COMBINATION OF GLOBAL POSITIONING SYSTEM (GPS) FAST STATIC, RTK AND RTK DATA LOGGING TECHNIQUES. CONVENTIONAL SURVEY METHODS WERE APPLIED WHEN REQUIRED.

3. BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE NORTH LINE OF LOT 7, BLOCK 1 QUINDT COMMERCIAL TRACTS. BEARING OF SAID LINE IS S88°12'36"E, AND IS OBTAINED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY BASED ON THE NEBRASKA HIGH ACCURACY REFERENCE NETWORK (NHARN). SAID GRID BEARING IS NAD 83 (2011) NEBRASKA STATE PLANE ZONE 2600.

4. ALL DIMENSIONS SHOWN HEREON ARE U.S. SURVEY FEET.

5. NOTICE: YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION, BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

LEGAL DESCRIPTION

LOT 7A  
  
BEGINNING AT A POINT ON THE NORTHWEST CORNER OF LOT 7, BLOCK 1, QUINDT COMMERCIAL TRACTS TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, A MONUMENT FOUND IN PLACE; THENCE ALONG THE NORTH LINE OF SAID LOT 7 S88°12'36"E, A DISTANCE OF 99.73 FEET TO A POINT ON THE NORTHEAST CORNER OF SAID LOT 7 SAID BEARING BEING THE BASIS OF BEARING OF THIS DESCRIPTION; THENCE S02°12'15"W A DISTANCE OF 143.81 FEET; THENCE N88°12'36"W A DISTANCE OF 38.09; THENCE S02°12'15"W A DISTANCE OF 56.16 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 7; THENCE ALONG SAID SOUTH LINE N88°14'17"W A DISTANCE OF 61.91 FEET; THENCE N02°16'54"E A DISTANCE OF 200.0 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 0.409 ACRE, MORE OR LESS.

LOT 7B  
  
COMMENCING AT A POINT ON THE NORTHWEST CORNER OF LOT 7, BLOCK 1, QUINDT COMMERCIAL TRACTS TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, A MONUMENT FOUND IN PLACE; THENCE ALONG THE NORTH LINE OF SAID LOT 7 S88°12'36"E, A DISTANCE OF 99.73 FEET TO A POINT ON THE NORTHEAST CORNER OF SAID LOT 7; SAID BEARING BEING THE BASIS OF BEARING OF THIS DESCRIPTION; THENCE S02°12'15"W A DISTANCE OF 143.81 FEET TO A POINT ON THE EAST LINE OF SAID LOT 7, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION  
  
THENCE S02°12'15"W A DISTANCE OF 56.14 FEET TO A POINT ON THE SOUTHEAST CORNER OF SAID LOT 7, A MONUMENT FOUND IN PLACE; THENCE ALONG THE SOUTH LINE OF SAID LOT 7 N88°14'17"W A DISTANCE OF 38.09 FEET; THENCE N02°12'15"E A DISTANCE OF 56.16 FEET; THENCE S88°12'36"E A DISTANCE OF 38.09 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING .049 ACRE, MORE OR LESS.

OWNER'S AND DEDICATION STATEMENT

WE THE UNDERSIGNED, BEING THE OWNERS OF LOTS 7A AND 7B, BLOCK 1, QUINDT COMMERCIAL TRACTS, A SUBDIVISION OF LOT 7, BLOCK 1, QUINDT COMMERCIAL TRACTS TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, STATE THAT THE FOREGOING FINAL PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE UNDERSIGNED OWNERS.

WE HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, AND RIGHT OF WAYS TO THE BENEFIT AND USE OF THE PUBLIC.

MARK A. WESTPHAL

8-4-2021

DATE

AMY S. WESTPHAL

8-4-2024

DATE

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
COUNTY OF SCOTTS BLUFF )  
  
BEFORE ME, A NOTARY PUBLIC, QUALIFIED AND ACTING IN SAID COUNTY, PERSONALLY CAME MARK A. WESTPHAL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED TO THE FOREGOING "OWNER'S STATEMENT" AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY NOTORIAL SEAL THIS 4th DAY OF August 2021.

Denise J. Barker

NOTARY PUBLIC

GENERAL NOTARY-State of Nebraska  
DENISE J. BARKER  
My Comm. Exp. April 17, 2024

MY COMMISSION EXPIRES: April 17, 2024

ACKNOWLEDGMENT

STATE OF NEBRASKA )  
COUNTY OF SCOTTS BLUFF )  
  
BEFORE ME, A NOTARY PUBLIC, QUALIFIED AND ACTING IN SAID COUNTY, PERSONALLY CAME AMY S. WESTPHAL, TO ME KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED TO THE FOREGOING "OWNER'S STATEMENT" AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY NOTORIAL SEAL THIS 4th DAY OF August 2021.

Denise J. Barker

NOTARY PUBLIC

GENERAL NOTARY-State of Nebraska  
DENISE J. BARKER  
My Comm. Exp. April 17, 2024

MY COMMISSION EXPIRES: April 17, 2024

PROJECT VICINTY MAP

INDEX OF SHEETS  
PAGE 1 TITLE SHEET  
PAGE 2 PLAN SHEET

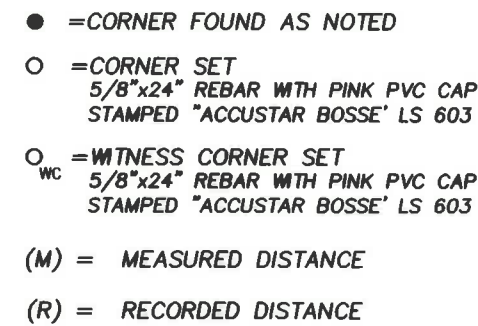
APPROVAL AND ACCEPTANCE  
THE FOREGOING PLAT OF LOTS 7A AND 7B, BLOCK 1, QUINDT COMMERCIAL TRACTS, A SUBDIVISION OF LOT 7, BLOCK 1, QUINDT COMMERCIAL TRACTS TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, WAS APPROVED BY THE MAYOR OF THE CITY OF SCOTTSBLUFF, NEBRASKA.  
  
WE HEREBY ACCEPT ALL STREETS, ALLEYS, EASEMENTS AND RIGHT OF WAYS TO THE BENEFIT AND USE OF THE PUBLIC.  
  
BY: \_\_\_\_\_  
MAYOR \_\_\_\_\_  
  
ATTESTED: CITY CLERK \_\_\_\_\_

Scottsbluff

Regular Meeting - 9/7/2021

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Final Plat of Lot 7A and 7B, Block 1, Quindt Commercial Tracts			
Plan Sheet			
Baker Project Number: 6423-001-21			
Project Location: Scottsbluff, Scotts Bluff County Nebraska			
Owners: WESTPHAL/MARK A & AMY S			
Project Code	Last Mod. Date	Subset	Sheet No.
413	11/03/2024		



A circular professional seal for a Nebraska Registered Land Surveyor. The outer ring contains the text "NEBRASKA" at the top and "SCOTT M. BOSSE" at the bottom, separated by dots. Inside this ring, the word "REGISTERED" is at the top and "LAND SURVEYOR" is at the bottom, also separated by dots. In the center of the seal, the license number "LS-603" is printed, with the date "8/2/21" handwritten in blue ink below it. A blue ink signature is written across the center of the seal, overlapping the "REGISTERED" and "LAND SURVEYOR" text.

PLANING COMMISSION MINUTES  
REGULAR SCHEDULED MEETING  
August 9, 2021  
SCOTTSBLUFF, NEBRASKA

The Planning Commission for the City of Scottsbluff met in regular scheduled meeting on Monday, August 9, 2021, at 6:00 PM in the Scottsbluff City Council Chambers at 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting was published in the Star-Herald, a newspaper of local circulation in the City, on July 30, 2021. The notice stated the date, time, and location of the meeting, and that the meeting was open to the public, that anyone with a disability desiring reasonable accommodation to attend should contact the Development Services office. An agenda is kept current and available for public inspection at the Development Services office provided; the Planning Commission can modify the agenda at the meeting, if the business was determined that an emergency so required. A copy of the agenda packet was delivered to each Planning Commission member.

- 1 Chairman Dana Weber called the meeting to order at 6:00 PM. Roll call consisted of the following members being present, Mark Westphal, Henry Huber, Dana Weber, Callan Wayman, Jim Zitterkopf, Angie Aguillo "Absent": Anita Chadwick, Dave Gompert, Becky Estrada, Linda Redfern (Alternate). City Officials present were Zachary Glaubius, Secretary/Planning Administrator, Gary Batt, Code Administrator II, and Anthony Murphy, Fire Prevention Officer.
- 2 Chairman Weber informed those present of the Nebraska Open Meetings Act and that a copy was located on the south wall of the Council Chambers.
- 3 Acknowledgement of any changes in the agenda: None.
- 4 Business not on the agenda: None.
- 5 The minutes from the July 12, 2021 meeting were reviewed. Conclusion, a motion was made by Zitterkopf and seconded by Wayman to approve the minutes from January 25, 2021 meeting. "Yeas": Westphal, Huber, Wayman, Zitterkopf, Weber Aguillo, "Abstained": None, "Absent": Chadwick, Gompert, Estrada, Redfern. The motion carried.
- 6 Chairman Weber asked Commissioner Westphal to state his conflict of interest with the Final Plat of Lots 7A and 7B, Block 1, Quindt Commerical Tracts. Westphal stated he stand down from commenting as he has a conflict of interest. Weber stated Westphal is involved in the transaction and therefore excusing himself from voting, but that Westphal could comment as a member of the public. Weber stated Westphal could remain at the chamber platform, which the Planning Commission members agreed to.
- 7 Chairman Weber opened the public hearing for the Final Plat of Lots 7A & 7B of Block 1, Quindt Commercial Tracts. Weber asked Glaubius for an overview of the final plat. Glaubius stated the area is currently zoned C-2 and currently used as a convenience warehouse storage facility. Glaubius stated the lot is located at 2001 E. 20<sup>th</sup> Street, has an area of approximately 20,038 sq. ft. and is surrounding by C-2 zoning. Glaubius stated the parcel was issued a certificate of occupancy by the city on July 20, 2021 for convenience warehouse storage facility. He continued that the 2016 Comprehensive Plan shows the future land use of the area as Highway 26 Commercial. Glaubius stated the current access to the lot is frontage to E. 20<sup>th</sup> Street, which would remain the same the proposed lots with the addition of a 20' access easement. Glaubius commented on the definition of a convenience warehouse storage facility as per 25-2-27.1, and stated the current use has an off-street parking requirement of one stall per 1000 sq. ft of building. Glaubius stated the proposed Lot 7B will not meet the criteria of a convenience warehouse storage facility if on a separate lot as single bay storage is a not a permitted use in

the C-2 zoning district. He also stated no sidewalks are in the lot which is in conflict with 21-1-36. Glaubius stated the findings of facts to recommend the approval of the final plat. He stated the comprehensive plan identifies the area as commercial, which it will remain if the subdivision is approved. He also stated there are no applicable setbacks or lot coverages in the C-2 zoning district, and that the 20' access easement will provide access to the off-street parking of Lot 7B and the majority of off-street parking 7A. Glaubius stated the current usage of Lot 7 and proposed Lot 7A will meet the off-street parking requirements. Glaubius stated Lot 7B will meet the parking requirements and be a permitted use if used as a convenience warehouse storage facility per the letters in the agenda packet from the applicant and future owner. Glaubius stated the findings of facts to not recommend approval. Glaubius stated the existing Lot 7 currently has enough space for both warehouse use and general commercial use, which is one space per every 500 sq. ft. of building, and by splitting the lot, both Lot 7A and Lot 7B will be restricted to only warehousing and wholesaling uses. Glaubius stated the building on Lot 7B will be a single bay storage building, which is not a permitted use in the C-2 district, and as a non-permitted use, it would be required to meet the general commercial off-street parking requirements of 1 space per 500 sq. ft. of building. Glaubius stated that Lot 7B does not have enough space for additionally parking. Glaubius stated that the parking of Lot 7B cannot be accessed without crossing onto Lot 7A. Glaubius then stated the comprehensive plan defines Highway 26 Commercial as motorized-vehicle oriented and given a vehicle cannot access off-street parking on Lot 7B, it is not motorized-vehicle oriented. Glaubius stated the small area of Lot 7B is not in character with lot sizes of the neighborhood which range from 12,000 sq. ft. to 50,000 sq. ft. Glaubius stated per analysis from the City of Scottsbluff GIS Department that there are 197 C-2 parcels in the corporate limits and only two other C-2 parcels are smaller than Lot 7B in the city and both are used as paved accesses. Glaubius stated that staff recommends the Planning Commission make a negative recommendation on the approval of the Final Plat of Lots 7A and 7B, Block 1, Quindt Commercial Tracts.

- 8 Chairman Weber asked if there was a representative for the Final Plat of Lots 7A and 7B, Block 1, Commercial Tracts. Jack Baker of Baker and Associates stated he was assisting Mr. Westphal and Mr. Mackrill, the future owner of Lot 7B, on the subdivision process. Baker stated the subdivision is limited by the constraints of existing buildings. Baker stated Mr. Mackrill has leased the building on the proposed Lot 7B from Mr. Westphal. Baker stated Mackrill and Westphal have come to agreement to sell Lot 7B to Mackrill. Baker stated Mackrill then intends to lease out part of the building to Mackrill's son and Mackrill's brother to comply with the convenient warehouse storage facility use which would comply with the C-2 zoning code and single parking stall requirement. Baker stated the 20' access easement will provide access and no variances are required. Baker stated the proposed subdivision meets all the city's requirement and should receive a positive recommendation. Baker stated that nothing on the lot would change from how it is today, which includes the parking. Baker went through the findings of fact. Baker stated in regards to limiting the use of Lots 7A and Lot 7B to wholesaling and warehousing, that the existing lot was built for warehousing and wholesaling which meets and will meet the parking requirements if approved. Baker stated if the use of the lot were to change and need more parking, the lot would need many more improvements. Baker stated a change in future use of the property should have no bearing on this final plat. Baker stated that the structure on Lot 7B is a rented space, and due to this no work could be done to make it a convenience warehouse facility. Baker stated Mackrill has plans already in place and a signed copy of a lease with his son to make the structure a convenience warehouse facility as soon as Mackrill owns the property. Baker stated In regards to V.B.4 on the staff report, the access easement on Lot 7A is there to permit access to Lot 7B, which is permissible. Baker stated in

regards to V.B.5, that nothing was changing on the lot and the access easement will provide access to the off-street parking. Baker stated in regards to the small size of the lot that it is a different, but there is no minimum lot size in the C-2 district. Baker stated that the reason for the small size is due to existing conditions and if it were a new lot, it would be done differently.

- 9 Wayman asked Baker what the width of the street frontage for both Lot 7A and Lot 7B. Wayman then stated that the lots can only provide the minimum parking requirements. Baker stated 14-15 stalls could be squeezed onto the lot, but typically there are only a few vehicles on site. Huber stated he received a call from the neighboring property owner to the west that several vehicles parking on the neighboring property. Huber stated the owner had concern about parking on Lot 7, and Huber inquired to the Planning Commission if anyone else was aware of parking issues there. Huber asked Baker why vehicles from Lot 7 are parking on the adjoining lot if there is ample parking currently. Baker stated he did not know why, and Westphal stated that should not be happening. Wayman stated that it is common with commercial properties to have vehicles park on nearby lots, and that could happen at any C-2 lot or the downtown area.
- 10 Wayman asked for clarification on V.A.5 which stated the Lot 7B will have a permitted use and meet the parking requirements while V.B.2 and V.B.3 state Lot 7B will not be a permitted use and not meet the parking requirements. Baker stated the use will not change. Glaubius stated that currently the structure on proposed Lot 7B is an accessory structure so it is a permitted use as there are other storage units in the main building. Glaubius stated the letters of intent state the building on Lot 7B will have separate units in it to meet the convenience warehouse storage facility definition. Wayman asked if additional doors would be need to access the different bays in the building proposed Lot 7B. Glaubius stated it would need to have separate accesses to each storage bay. Glaubius stated the reason for the V.B.2 and V.B.3 is due to the current configuration of the building on Lot 7B and no certificate of occupancy could be issued until it is in compliance. Baker stated there is already a separate loft in the building on the proposed Lot 7B that would be used as a storage unit. Zitterkopf asked if the city would enforce the sidewalk requirement and if it would be for the whole block or just these lots. Glaubius stated it would be required for these two lots. Glaubius stated he was unsure if this would be enforced. Westphal asked Baker how many feet are between the building and the curb of E. 20<sup>th</sup> Street. Baker stated he was unsure as that is past the property line. Westphal and Aguallo stated it was 14' feet per the final plat. Wayman stated that there were no neighbors present, and he looks to see if the neighbors would be affected by it. Wayman stated the neighbors seem to be unaffected, and if anyone would be detrimentally affected by the subdivision it would be Westphal who currently owns Lot 7A. Wayman made a positive recommendation. Zitterkopf seconded this.
- 11 Weber stated he had a few more questions, and he relies on experts to provide information and the city providing its view. Weber asked if everything would be in compliance with code if the applicants' follow through with their letters of intent. Aguallo asked if this should be a condition on the motion. Baker stated he thought this would be controlled by the city's issuance of a certificate of occupancy. Glaubius stated no certificate of occupancy could be issued to the building on the proposed Lot 7B until it is in compliance with the requirements of city code. Weber asked Glaubius that if the applicant's followed through with requirements including the sidewalks and permitted use, would it be a permitted use? Glaubius stated he cannot speak for the sidewalk as no plans have been submitted, but the letters of intent state the use of the building of proposed 7B would be permitted use. Weber asked how much of an issue would the sidewalks be. Glaubius stated this was included in the staff comments as it a requirement of the city's subdivision code. Weber stated he was inclined to pass the final plat to the city council; however, he does not want the Planning Commission to send anything out of compliance to the City Council and set a precedent that the Planning Commission is willing to violate city code.

Weber stated he was in favor of a positive recommendation since there are assurances the final plat will meet the requirements of city code.

- 12 Westphal added he had to apply for a certificate of occupancy for both buildings to comply with the zoning code, and that everything cleared. Weber suggested the Planning Commission may need to look at the code as this final plat seems like a “no brainer” since there is an owner who wants to sell, and Aguallo added that the renter of the other building wants to buy. Weber questioned the negative staff recommendation. Glaubius stated staff was not only concerned about current use, but future use. Glaubius stated that due to the small size and lack of space for additional parking, these lots will strictly be limited to warehouse and wholesaling uses. Glaubius added that staff has concerns about access in the future as Westphal and Mackrill get along right now, but that may change in the future or with future owners of the land. Westphal asked Glaubius about the parking space south of the building on Lot 7B and putting down a concrete drive. Westphal stated he had asked Glaubius before, but did not understand why this would not be allowed. Glaubius stated the access concerns are for the access on the property and not from the right-of-way. Glaubius stated the parking south of the building on the proposed Lot 7B is in the right-of-way and therefore considered non-applicable on-street parking. Westphal stated that it would not be on-street parking as its not on the street. Batt informed Westphal that the property line sets back farther than curb.
- 13 Weber referred to Wayman’s motion, and Zitterkopf’s second to make a positive recommendation on the approval of the Final Plat of Lots 7A and 7B, Block 1, Quindt Commercial Tracts to City Council. “Yeas”: Huber, Wayman, Zitterkopf, Weber, Aguallo. “Abstained”: Westphal “Absent”: Estrda, Gompert, Chadwick, Redfern. The motion carried.
- 14 Chairman Weber asked if there was any further business, with there being none, he declared the meeting adjourned at 6:32 PM with the members to signify by saying Aye. Westphal, Huber, Wayman, Zitterkopf, Weber, Aguallo all signified by saying aye.

---

Chairman Dana Weber

---

Zachary Glaubius, Secretary

**RESOLUTION NO. 20-\_\_**

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

**WHEREAS, BE IT RESOLVED**, the final plat of Lots 7A and 7B, Block 1, Quintd Commercial Tracts, a subdivision of Lot 7 Block 1, Quintd Commercial Tracts, to the City of Scottsbluff, Scotts Bluff County, Nebraska, situated in the SE¼ of the NE ¼ of Section 24, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska, dated August 4, 2021, duly made, acknowledged and certified, is approved and the Mayor is authorized to sign the Final Plat on behalf of the City of Scottsbluff, Nebraska. Such Final Plat is ordered to be filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this \_\_\_\_ day of September, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Public Inp1**

**Council to discuss and consider action making a recommendation to the Nebraska Liquor Control Commission naming William T. Jennings as the Liquor License Manager of 2627 Lodging, LLC d/b/a Fairfield Inn and Suites Scottsbluff, 902 Winter Creek Dr., Scottsbluff, NE**

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

**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](http://www.lcc.nebraska.gov)

Office Use

**RECEIVED**

JUL 02 2021

NEBRASKA LIQUOR  
CONTROL COMMISSION

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

**MANAGER MUST:**

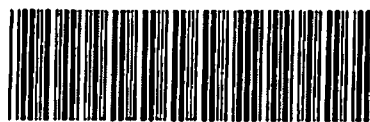
- Complete all sections of the application. Be sure it is signed by a member or corporate officer, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, 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



2100007810

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

JUL 02 2021

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: 2627 Lodging LLC

Premise information

Liquor License Number: 122602 Class Type F (if new application leave blank)

Premise Trade Name/DBA: Fairfield Inn & Suites by Marriott

Premise Street Address: 902 winter creek Dr.

City: Scottsbluff County: 21-Scottsbluff Zip Code: 69361

Premise Phone Number: 308-633-3500

Premise Email address: Wjennings@Hotelesquities.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.

✓   
SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Jennings <sup>\*spouse</sup> First Name: William MI: T  
Home Address: 1249 17th St  
City: Bering County: 21 <sup>Scotts Bluff</sup> Zip Code: 69341  
Home Phone Number: 936-641-7972  
Driver's License Number & State: [REDACTED]  
Social Security Number: [REDACTED]  
Date Of Birth: [REDACTED] Place Of Birth: Kailua Hawaii  
Email address: Wjennings@hotelequities.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: Jennings First Name: Kazia MI: R  
Social Security Number: [REDACTED]  
Driver's License Number & State: [REDACTED]  
Date Of Birth: [REDACTED] Place Of Birth: Wheatland Wyoming

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
1249 17th St Bering Ne	2014	2021	same	—	—
Rye, Texas	2011	2014	same	—	—

### MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2015	2017	Top Quality Construction	Rodney Hampton	308-672-4903
2012	2014	Little Beaver	John Haynes	936-209-7032

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, 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

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

☐ YES ☒ NO

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

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

☒ YES ☐ NO

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

\*NLCC Training Certificate Issued: RBS T Name on Certificate: William Jennings  
RB-0139629

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
William Jennings	6-21-21	Responsible Beverage Service training

\*For list of NLCC Certified Training Programs see training

Experience:

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

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.

William Jennings

Signature of Manager Applicant

Signature of Spouse

### ACKNOWLEDGEMENT

State of Nebraska

County of Scotts Bluff

The foregoing instrument was acknowledged before me this

6th day of July 2021  
date

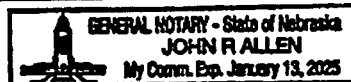
by William T. Jennings

NAME OF PERSON BEING ACKNOWLEDGED

John R. Allen

Notary Public signature

Affix Seal



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 this document at.

JUL 07 2021

NEBRASKA LIQUOR  
CONTROL COMMISSION

Form 103  
Rev July 2018  
Page 6 of 6

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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

Office Use

**RECEIVED**

JUL 02 2021

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

KS I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

WS I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Kazia Jennings  
Signature of **NON-PARTICIPATING SPOUSE**  
Kazia Jennings  
Print Name

William Jennings  
Signature of **APPLICANT**  
William Jennings  
Print Name

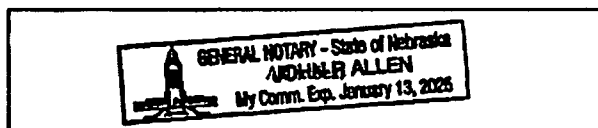
State of Nebraska, County of Scotts Bluff

The foregoing instrument was acknowledged before me

this 29th of June, 2021 (date)

by Kazia Jennings  
Name of person acknowledged  
(Individual signing document)

John R. Allen  
Notary Public Signature



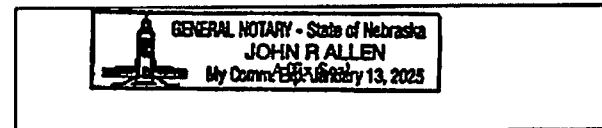
State of Nebraska, County of Scotts Bluff

The foregoing instrument was acknowledged before me

this 29th of June, 2021 (date)

by William Jennings  
Name of person acknowledged  
(Individual signing document)

John R. Allen  
Notary Public Signature

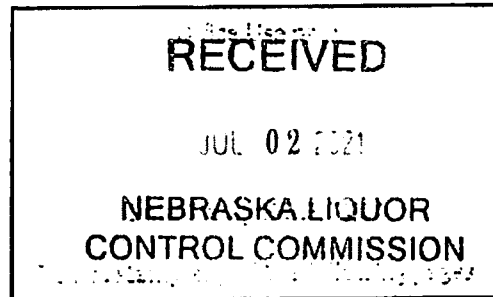


In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format.

FORM 116  
REV NOV 2016  
Page | 1

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:**  
**DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***

The Nebraska State Patrol – CID Division  
3800 NW 12<sup>th</sup> Street  
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

*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 the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name \_\_\_\_\_

Name of Person Being Fingerprinted: William Jennings

Date of Birth: \_\_\_\_\_ Last 4 SSN \_\_\_\_\_

Date fingerprints were taken: 6-22-21

Location where fingerprints were taken: Scottsbluff Correctional Facility

How was payment made to NSP?

☐ NSP PAYPORT ☒ CASH ☐ CHECK SENT TO NSP CK # \_\_\_\_\_

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

William Jennings

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147  
REV AUG 2020





General	Credential	Number	Earned	Expires
William T Jennings 1249 17th st Gering NE 69341	STATE ALCOHOL	RB-0139629	06-21-2021	06-21-2024

# Memo

**To:** Dustin Rief, City Manager  
**From:** Kevin E Spencer, Chief of Police  
**CC:** liquor file  
**Date:** August 23, 2021  
**Re:** William T. Jennings manager application Class I Liquor License Number I-122602, 2627 Lodging LLC. dba: Fairfield Inn & Suites by Marriott. 902 Winter Creek Dr. Scottsbluff, NE 69361

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The applicant, William T. Jennings, was investigated for suitability as the Fairfield Inn & Suites liquor license manager. Nothing was discovered that would prohibit William from holding a manager's position under the license. William disclosed no criminal history; however, I found two convictions in Scotts Bluff County, one for Driving Under Suspension Prior to Reinstatement 2005 and the other Speeding 2005. When asked, William stated that he forgot about these violations. Neither violation is disqualifying.

On August 19, 2021, William appeared before the Liquor License Holders Investigatory Board to discuss this application. William explained the Fairfield Inn & Suites processes and policies regarding alcohol sales. William stated that they sell; beer, seltzers, and "shooters." William explained that they keep the alcohol in a small locked refrigerator with a key in the cash drawer. William said that a customer has to have the desk clerk get the alcohol after retrieving the key from the cash drawer. William noted that employees, for the most part, are asked to check everyone's identification to determine their age. William said that they do have an electric born on calendar to assist employees in determining a customer's age. William told us that they only keep three to four cases of beer, two cases of Seltzer, and 30 to 40 "shooters" on hand. William explained that cameras are pointed at the cabinet where the overstock is kept along with the refrigerator. William told us that all employees that work the desk attend an alcohol server training and any employee who would sell alcohol to a minor would face terminations.

There were not enough board members of the Liquor License Holders Investigatory Board to constitute a quorum; therefore, there is no recommendation from the board to the council.

Respectfully,

  
\_\_\_\_\_  
Kevin E. Spencer  
Chief of Police

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Public Inp2**

**Mayor to read the Proclamation naming September 15th through October 15, 2021 as National Hispanic Heritage Month.**

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

## **National Hispanic Heritage Month**

**Whereas:** *During National Hispanic Heritage Month, we celebrate the countless contributions of more than 60 million Hispanic Americans to our culture and society. Hispanic Americans embody the best of our American values, including commitment to Faith, family and country. They serve in our military and protect us as members of law enforcement.*

**Whereas:** *Hispanic Americans are the largest minority group in the United States today, and generations of Hispanic Americans have consistently helped make our country strong and prosperous. They contribute to our Nation beyond description.*

**Whereas:** *Hispanic Americans will play an incredible role in our country's great years to come and the City of Scottsbluff proudly stands with them. Their steadfast commitment to America's core values and their innumerable contributions to our prosperity enrich our Nation and add to our unmatched culture and way of life.*

**Whereas:** *To honor the achievements of Hispanic Americans, the Congress, by Public Law 100-402, as amended, has authorized and requested the President of the United States to issue annually a proclamation designating September 15 through October 15 as "National Hispanic Heritage Month."*

**NOW, THEREFORE, I, JEANNE MCKERRIGAN, Mayor of Scottsbluff by virtue of the authority vested in me by the Constitution and the laws of the United States, do hereby proclaim September 15 through October 15, 2021 as National Hispanic Heritage Month.**

**IN WITNESS WHEREOF,** I have hereunto set me hand this seventh day of September, in the year of our Lord, two thousand twenty-one.

---

***Jeanne McKerrigan, Mayor of Scottsbluff***



# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Reports1**

**Council to discuss and consider action on approving Resource Management Co., Inc. to haul and process scrap tires following a two-day scrap tire collection at the Compost Facility on September 10, 2021 and September 11, 2021.**

**Staff Contact: Jordan Diedrich, Deputy Public Works Director**

## Agenda Statement

Item No.

For Meeting of: September 7, 2021

**AGENDA TITLE:** Council to consider approving Resource Management Co., Inc. to haul and process scrap tires following a two-day scrap tire collection at the Compost Facility on September 10, 2021 and September 11, 2021.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Environmental Services Department

**PRESENTATION BY:** Deputy Director of Public Works, Jordan Diedrich

**SUMMARY EXPLANATION:** The City of Scottsbluff applied for a Waste Reduction and Recycling Incentive Grant for Scrap Tire Collection through the Nebraska Department of Environment and Energy in September of 2020. We were awarded the grant in January of 2021. Due to the availability of the hauler, we weren't able to schedule a collection event until this September. The event has been scheduled for Friday, September 10<sup>th</sup> and Saturday, September 11<sup>th</sup>. This is a 100 percent reimbursable grant to cover the cost of loading, transporting, recycling, processing and disposal of up to 500 tons of scrap tires.

**BOARD/COMMISSION RECOMMENDATION:** N/A

**STAFF RECOMMENDATION:** Staff recommends approval of the 100 percent reimbursable grant for up to \$70,352 to have Resource Management Co., Inc. haul and recycle up to 500 tons of scrap tires.

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### EXHIBITS

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

Other (specify): Grant agreement, grant conditions acceptance form, press release and event flyer

**NOTIFICATION LIST:** Yes ☐ No ☒ Further Instructions ☐

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

Rev: 11/15/12 City Clerk

GRANT AGREEMENT  
Between the  
Nebraska Department of Environment and Energy  
And  
City Of Scottsbluff  
Regarding the Implementation of the  
Waste Reduction & Recycling Incentive Grant Application Project,  
Reference Number: 2020-105220013

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Nebraska Department of Environment and Energy (Department) and City Of Scottsbluff (Grantee)

WHEREAS, the Grantee agrees to utilize funds which have been made available to Department pursuant to the Nebraska Waste Reduction & Recycling Incentive Act; and

WHEREAS, grant funds in an amount up to \$70352 and a match of at least \$0 are to be used to implement the workplan as outlined in Attachment A.

NOW, THEREFORE, the parties do hereby agree to the terms and conditions of this Agreement as follows:

1) TERM OF AGREEMENT

- a) This Agreement will go into effect January 1, 2021 and will remain in effect until all identified tasks are completed for the workplan as outlined in Attachment A unless terminated under Section 4)i)v) of this Agreement, but will not remain in effect past December 31, 2021 unless extended by amendment.

2) PROJECT DESCRIPTION

- a) This Agreement encompasses the project described in Attachment A.

3) DEFINITIONS

- a) **Equipment** means tangible property that is used for a particular purpose, not consumable in nature, with an expected useful life of more than a year, purchased by Grantee and reimbursed wholly or in part by the Department with grant funds.
- b) **Indirect Cost** means costs for rent, utilities, phone, internet, printing, etc. allocated to the individual employee as a percentage of gross wages, rather than considering these costs as a separate expense.
- c) **Matching Funds (Match)** means cash or the economic value of non-cash contributions provided by the applicant or outside parties including but not limited to labor, equipment usage, real property, supplies and other expendable property, and the value of goods and services directly benefiting and specifically identifiable to the grant project.
- d) **Related party** means a person or a member of that person's family (including in-laws) that is related to someone whom has control, joint control, or significant influence over the Grantee or is a member of its key management personnel, or an entity if, among other circumstances, it is a parent, subsidiary, fellow subsidiary, associate, or joint venture of the Grantee, or it is controlled, jointly controlled, or significantly influenced or managed by a person who is a related party.
- e) **Responsible bidder** means a bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**f) Similar supply items** means items of a similar purpose or use purchased to perform a related task.

#### 4) CONDITIONS OF AGREEMENT

##### a) General Conditions

i) **Statutes and Regulations.** The Grantee will comply with all local, state, and federal statutes, rules, regulations, ordinances, and orders applicable to Grantee. Violation of this condition will be considered a breach of this Agreement, and be subject to penalties or termination as set forth in this Agreement.

(1) The requirements of Title 199 –Waste Reduction and Recycling Incentive Grants Program, and the Waste Reduction and Recycling Incentive Act, Neb. Rev. Stat. §§ 81-15,158.01 through 81-15,165, are hereby incorporated in this Agreement.

ii) **False or Misleading Information.** If Grantee provides false or misleading information, or withholds material facts during the application or quarterly reporting process in any way, it will be considered a breach of this Agreement, and be subject to penalties or termination as set forth in this Agreement.

iii) **Independent Contractor.** The Grantee is and will perform this Agreement as an independent contractor and as such will have and maintain exclusive control over all of its employees, agents, and operations. Neither the Grantee nor any person employed by the Grantee shall act, propose to act, or be deemed the Department's agent, representative, or employee.

(1) The Grantee assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes, and other taxes now or hereafter required by any law or regulation.

(2) The Grantee and any contractor or subcontractor will comply with all applicable laws, regulations, and orders, including but not limited to, those relating to social security, unemployment compensation, OSHA, affirmative action, equal employment opportunity, and the Americans with Disabilities Act.

(3) The Grantee and any contractor or subcontractor of the Grantee is required to use the E-Verify Program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a to determine the work eligibility status of a newly hired employees physically performing services within the State of Nebraska.

(4) The Grantee, by executing this Agreement, certifies and assures that Grantee and any contractor or subcontractor operates a drug free workplace as addressed in the State of Nebraska Drug Free Workplace Policy of July 7, 1989.

(5) The Grantee and any contractor or subcontractor will comply with the Nebraska Fair Employment Practice Act.

iv) **Conflict of Interest.** The Grantee certifies that it will not employ any individual known by the Grantee to have a conflict of interest. The Grantee certifies that there does not now exist any relationship between the Grantee and any person or entity which gives the appearance of a conflict of interest. Any new, undiscovered, or undisclosed conflicts of interest arising during the duration of this Agreement may be considered a breach of this Agreement, and be subject to penalties or termination as set forth in this Agreement.

v) **Related Parties.** Transactions between the Grantee and related parties must be disclosed to the NDEE if grant funds will be used for reimbursement of the transaction or the transaction will be

counted towards the Grantee's match. Department may deny reimbursement or reject as match if Grantee:

- (1) Fails to receive Department approval prior to incurring expense, or
  - (2) Does not include a bid from the related party as part of the grant application.
- vi) Schedule. Grantee agrees to complete the objectives and work items as described in Attachment A.
- vii) Expenditures. To be eligible for reimbursement by grant funds, any contract, interagency agreement, and/or sub-agreement, except as identified in Attachment A, under this grant for a value of \$2,000 or more, must receive Department approval prior to expenditure of funds associated with those transactions.
- viii) Environmental Data. To be eligible for reimbursement by grant funds a Quality Assurance/Quality Control plan must be approved by Department prior to expending any funds for environmental data collection. Any environmental data collected must be provided to Department.
- ix) Recognition. Grantee agrees to recognize funding from the Department on all published materials and news releases related to their Department funded project or activities. The Department may also require that equipment partially or wholly funded with grant dollars be identified by a decal or other means provided by the Department acknowledging the source of funding.
- x) Publication. All parties shall have publication and reproduction rights for all reports and materials which are produced as a result of this Agreement.
- xi) Insurance. The Grantee must provide Department proof of coverage under an insurance policy which covers the Department's investment in personal property with a purchase value greater than \$2,000 or real property as it pertains to the Litter Reduction & Recycling Grants funds.
- xii) Site Visits. Department staff may schedule visits during the grant period, and if applicable, throughout the estimated service life of equipment purchased with grant funds.
- (1) Grantee will comply with requests for information and grant access for inspection of all grant funded equipment and facilities.
- xiii) Department grant funds cannot be used to offset costs when bidding for services for any other grant-funded activities.
- xiv) Department grant funds cannot be used as matching funds for another Department grant.
- b) Reporting and Reimbursement
- i) Quarterly Performance Report. The Grantee agrees to submit to the Department quarterly performance reports using the online application reporting process even when project funds have not been expended during the quarter. Reports for quarters 1, 2, and 3 must be submitted within 30 days after the end of each respective calendar quarter. The report for the 4<sup>th</sup> quarter must be submitted within 45 days after the end of the 4<sup>th</sup> quarter.
- (1) These reports must address project activity for the previous calendar quarter, and contain

the following components:

- (a) Detailed descriptions of grant project activities and accomplishments for the quarter;
  - (b) Financial report of money spent for each approved activity element by grant and match with required documentation attached;
    - (i) Goods or services documentation must include itemized invoices and cancelled checks (electronic bank copies are sufficient).
  - (c) Detailed report of equipment purchased and certification that any equipment and supplies purchased with grant funds or match were used for grant purposes only;
  - (d) Corrective actions taken to resolve any significant or material problems that are encountered; and
  - (e) Any additional information required by the Department.
- (2) For studies funded by grant money, the Grantee must include a report detailing the findings of the study with the fourth quarter report.
- ii) Reimbursement. Grants will be funded on a reimbursement basis subject to availability of funds and will be in accordance with the conditions of this Agreement.
  - (1) Reimbursement will be made only if required reports have been provided to the Department.
  - (2) Reimbursements will be made for actual documented expenditures.
  - (3) Reimbursement requests can only be made in conjunction with quarterly reports.
  - (4) To be eligible for reimbursement, the Grantee must submit appropriate supporting documentation to the DEE with the required quarterly report.
    - (a) Required Documentation:
      - (i) Personnel Expenses: submit a copy of the paycheck stub or payroll record showing hourly rate and hours worked.
      - (ii) Supply and Operating Expenses: submit a copy of the detailed invoice.
      - (iii) Travel Expense: submit a copy of the detailed receipt for food and hotel expenses. Submit a log for mileage.
      - (iv) Contractual Expenses: submit a copy of the detailed invoice and image of the cancelled check.
      - (v) Equipment Expenses: submit a copy of the detailed invoice (listing make, model, and serial number of item) and image of the cancelled check.
      - (vi) Matching Cash/Non-Cash Expenses: submit a detailed list of matching expenses and the calculations used to determine matching expenses.
  - (5) Travel Expenses. Only in-state travel expenses that comply with policies and regulations of the Nebraska Department of Administrative Services will be eligible for reimbursement. Go to <http://deq.ne.gov> to see the Litter Reduction & Recycling and Waste Reduction & Recycling Incentive Grant Application Guidance for limits. Out-of-state meal expenses will be eligible for reimbursement according to U.S. General Services Administration per diem rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). Reimbursement of in-state and out-of-state travel expenses will be at the rates posted on the date the Department receives reimbursement requests.
  - (6) Clothing and Personal Accessory Items. The Department will only reimburse for clothing and personal accessory items in an amount up to \$500 per grant year. The purchase of such items must be proposed in the grant application approved

by the Department.

- (7) Telephone. Landline telephone and cell phone services are reimbursable if the service contract is billed to the Grantee.
- (8) Personnel Costs.
  - (a) The Department will reimburse for the following:
    - (i) Personnel wages up to a maximum of \$25.00 per hour worked, per employee, limited to a 40-hour work week.
    - (ii) The employer's share of social security taxes and Medicare taxes on wages up to \$25.00 per hour (7.65% of gross wages), workers' compensation, and unemployment insurance will be reimbursed in addition to the \$25.00 per hour maximum reimbursement.
    - (iii) The employer's share of employer-provided health, dental, or vision insurance premiums, not to exceed actual cost up to \$5.00 per hour in total.
  - (b) The following personnel expenses will not be reimbursed with grant funds, but can be used as matching funds:
    - (i) Actual wages in excess of \$25.00 per hour, limited to a 40-hour work week
    - (ii) Health, dental, and vision insurance costs over \$5.00 per hour, limited to a 40-hour work week
    - (iii) Life insurance costs
    - (iv) Retirement account contributions
    - (v) Tuition or higher education paid as an employee benefit
    - (vi) A payout for unused sick or vacation leave
    - (vii) Overtime payments
    - (viii) Indirect costs as a percentage of gross wages
      1. If Grantee uses indirect costs as a cash match to the grant, the Department will not reimburse costs for office rent, utilities, phone, internet, printing, etc.
  - (c) Bonuses will not be reimbursed with grant funds and cannot be used as matching funds.
- (9) Volunteer Time. The value of volunteer time may be used as match. The value of adult volunteer time (including board member time) will be calculated using the average volunteer rate for Nebraska as determined by the Independent Sector. The value of youth (under the age of eighteen years) volunteer time will be calculated at the current Nebraska minimum wage rate. Value will be calculated using the rates posted on the date the Department receives reimbursement requests.
- (10) Timing. This section does not apply to grants for the partial reimbursement of tire-derived products and/or crumb rubber.
  - (a) Grant funds will not reimburse expenses incurred before the beginning of the grant term. Liabilities incurred or money expended before the beginning of the grant term are not eligible to be used as matching funds.
    - (i) Goods must not be received or services performed prior to the beginning date of the grant term.
  - (b) Liabilities incurred during the grant term are eligible for reimbursement or

consideration for match if satisfied by payment within 45 days after the end of the grant term.

- (11) Unauthorized Expenses. Grantee will not be reimbursed for unauthorized expenditures, including, but not limited to:
  - (a) Beautification expenses, such as painting or other building enhancements, seeds, trees, flowers, planters, and other landscaping items.
  - (b) Recognition expenses such as prizes, plaques, awards, certificates, or trophies.
  - (c) Foods, snacks, or beverages.
  - (d) Landfill closure assessment, closure, monitoring, and remediation.
  - (e) Late fees on invoices
- (12) Payment Timeline. The Department will make payments in accordance with the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.
- iii) Records. Grantee must keep separate financial records for grant funds for a period of three years following the completion of the grant period. Including:
  - (1) Cancelled checks
  - (2) Invoices/receipts for all grant expenditures and matching cash expenditures
  - (3) Documentation for all matching funds (matching cash and matching in-kind/non-cash expenditures)
- iv) Inspection of Records. Throughout the duration of the grant period and three years following the completion of the grant period, the Department will have the right to request, inspect, and make copies of any books, records, or reports of the Grantee pertaining to this Agreement or related matters during regular office hours. The Grantee shall maintain and make available for such inspection accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
- c) Matching Funds. Only funds used to advance the project set forth in Attachment A will be eligible to be applied as match to the grant.
  - i) If the Department determines that any cash or non-cash contribution does not advance the project set forth in Attachment A, the Department will deny all or a portion of the contribution from being applied to the grant as match.
  - ii) Funds awarded as part of a different grant provided by the Department cannot be used as match for the purposes of this grant.
- d) Equipment
  - i) Equipment Purchase. If specific equipment was part of the approved application and the grantee purchases the equipment from the lowest responsible bidder, the grantee is approved to purchase the equipment.
    - (1) Only an amount equal to the lowest bid by a responsible bidder will be considered eligible for reimbursement.
      - (a) If Grantee provides adequate justification, as determined by the Department, why the lowest bid is unacceptable, the Department may approve the selection of a higher bid.
      - (b) If Grantee selects a higher bid without the approval of the Department, the additional

amount paid by Grantee can serve as match to the grant.

- ii) Expected Service Life (ESL). The Department will assign an ESL to all equipment that has a value of \$1,000 or more. Equipment worth less than \$1,000 may be assigned an ESL on a case-by-case basis. The ESL may exceed the designated grant period.
- iii) Equipment Titles. Grantee will put the grantee's name on the title of all equipment that is assigned an ESL.
- iv) Equipment Usage. Equipment will be used only for the purposes identified in the grant application and approved by the Department by the award of grant funds throughout the ESL. Grantee will make effective and efficient use of the equipment during its ESL, as determined by the Department
  - (1) If equipment is used for a purpose that is not approved, or the Grantee fails to make effective and efficient use of the equipment throughout the ESL, the Department may:
    - (a) Require the Grantee repay all or a portion of the grant used to reimburse for the purchase of the equipment as determined by the Department,
    - (b) Decline reimbursement for other, unrelated approved expenses in an amount up to the grant funds used for equipment purchase, or
    - (c) Require the Grantee to surrender the equipment to the Department.
      - (i) Grantee must store surrendered equipment safely until the Department can arrange for the equipment to be redistributed.
      - (ii) Grantee must complete all paperwork required for transfer of surrendered equipment.
- v) Equipment Maintenance. The grantee is responsible for all necessary and reasonable maintenance of equipment and may be held liable by the Department for any loss, damage, neglect or unreasonable deterioration of the equipment throughout the ESL.
- vi) Equipment Liens. The Department will maintain first lien status on all redistributed equipment and equipment purchased, in whole or in part, with grant funds, unless otherwise approved by the Director.
  - (1) Length of lien on redistributed equipment and equipment purchased with grant funds shall correspond to the ESL of the equipment.
- vii) Ownership Interest. The Department maintains an ownership interest in all equipment during the ESL. The grant recipient will gain unrestricted ownership after the ESL period expires unless Grantee was required to surrender the equipment.
- viii) Equipment Disposition. The Department shall approve or deny the disposition of equipment throughout the ESL.
  - (1) Funds realized from the sale of equipment will revert to the Department in an amount congruent with the percentage of funding provided by the Department for purchase of the equipment.
- ix) Equipment Identification. Any piece of equipment that is assigned an ESL is required to be permanently identified. The Department will provide a tag for the grantee to place on the equipment.
- x) Equipment Inventory. After the end of the designated grant term, the grant recipient must continue to maintain a listing of all equipment that is assigned an ESL and respond to Department requests for updates on the status of such equipment and be subject to

inspection throughout its ESL.

e) Post Award Bidding Process

- i) Grantee must obtain three written and dated cost estimates/bids from different vendors for equipment that is not part of the approved application, similar supply items, and contractual services any of which having a value of \$2,000 or more. Department may reject any reimbursement request if the required bids are not obtained.

- (1) Dated copies of online listings of items for sale are acceptable.

- (2) A written “decline to bid” statement from a vendor will be counted as a bid.

- (3) If grantee makes a good faith effort and cannot compile the required bids, Grantee must provide adequate documentation explaining the failure to obtain the required bids.

- (4) Only an amount equal to the lowest bid by a responsible bidder will be considered eligible for reimbursement.

- (a) If Grantee provides adequate justification, as determined by the Department, why the lowest bid is unacceptable, the Department may approve the selection of a higher bid.

- (b) If Grantee selects a higher bid without the approval of the Department, the additional amount paid by Grantee can serve as match to the grant.

f) Scrap Tire Cleanup Events. The conditions set forth in this section apply to funded scrap tire cleanup events..

- i) Scrap tire cleanup events will be open to the public and include businesses that do not collect a tire disposal fee. Tire retailers or businesses that have charged or collected fees to accept scrap tires are not eligible to bring in scrap tires for disposal at the grant-funded scrap tire cleanup

- ii) Tires accepted at scrap tire cleanup events must be off of the rims.

- iii) Bids for the services of a scrap tire hauler must stipulate the hauler will load all scrap tires.

- iv) Expenses for the use or purchase of equipment will not be eligible for reimbursement unless prior approval from the Department is obtained in writing.

- v) Grantee must submit a completed Grant Conditions Acceptance Form (provided by the Department) at least thirty (30) days prior to the collection event, and may not begin the event until the Department approves the form.

- vi) The duration of a scrap tire event will be no longer than 72 hours, unless approved by the Department. If approved, reimbursement for labor will be limited to three days. A cleanup log is required for all days of the event.

- vii) Labor is approved for up to two people to monitor the required scrap tire cleanup log sign-in sheet during the hours the event is open.

- viii) Advertising expenses, up to \$1,000 or a maximum of 5% of the grant award, whichever is less, are eligible for reimbursement.

- ix) Grantee is responsible for locating and utilizing a commercial scale to weigh empty trailer and full loads of scrap tires collected by the scrap tire hauler.

- (1) The scale must be long enough to weigh an entire tractor-trailer at one time. Weights derived from split-weighing will not be accepted by the Department.
  - (2) A scale operator must be available any time the scrap tire hauler needs to weigh empty or full loads of scrap tires.
  - (3) Only machine printed scale tickets will be accepted for reimbursement. Manually entered gross or tare weights will not be accepted for reimbursement.
- x) To be eligible for reimbursement, the Grantee must submit appropriate supporting documentation to the Department, including:
- (1) Copies of scale tickets and invoices from your hauler for all scrap tires cleaned up,
  - (2) Scrap tire cleanup log (will be emailed to you),
  - (3) If applicable, copies of timesheets for laborers, listing date worked, name of worker(s), hours worked per day, and hourly wage, and
  - (4) If applicable, copies of invoices for advertising, along with a sample copy of the ad.
- g) Partial Reimbursement for Tire-derived Products and/or Crumb Rubber. The conditions set forth in this section apply to funded proposed applications for Partial Reimbursement. Only projects using tire-derived product containing a minimum of 25% recycled tire content are eligible for funding. A priority is given to those projects certifying that the tire derived products and/or crumb rubber are made from scrap tires originating from Nebraska.
- i) Three bids are required for reimbursement of the cost of tire-derived products and/or crumb rubber if the project is proposed at the time of grant application submittal, and the project cost is \$2,000 or more.
  - ii) The grant amount will be based on the lowest reasonable bid as determined by the Department.
  - iii) In order to be eligible for partial reimbursement, the Grantee must provide a paid invoice, image of the cancelled check, and documentation certifying the origin of scrap tires used in the project.
- h) Deconstruction Grants. The conditions set forth in this section apply to funded deconstruction grants. Prior to any deconstruction or demolition activity, Grantee must;
- i) Hold title to all property and have the necessary easements and right-of-way for the project described in Attachment A;
  - ii) Submit to the department proof of a completed asbestos survey on any structures to be deconstructed or demolished.
- i) Terms of Agreement
- i) Amendments. This agreement may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law or requirements of the Department.
- (1) Work plan changes and budget modifications and grant period extension requests must be submitted as a written change request during the grant period. The request must:

- (a) Stay within the scope of the original proposal,
  - (b) Include justification for changes,
  - (c) Include a revised work plan, and
  - (d) Include a revised comprehensive line-item budget.
- (2) The Department will notify the grant recipient regarding approval or denial of project modifications.
- ii) Indemnification. The Grantee agrees to indemnify and hold Department harmless for loss or damage sustained by any person as a direct result of the negligent or willful acts by the Grantee, its employees, subcontractors, or agents in the performance of this Agreement, including all associated costs of any defending action.
- iii) Assignment. No assignment or transfer of this agreement or any part hereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the Department and made subject to such reasonable terms and conditions as the Department may impose.
- iv) Waiver of Rights. The Grantee or Department may from time to time waive any of their rights under this agreement. However, any waiver of rights with respect to a default of any condition of this agreement shall not be deemed to be a waiver of such condition or any other right or power granted by this agreement.
- v) Termination. This agreement may be terminated, in whole or in part, in writing by the Department in the event of substantial failure by the Grantee to fulfill its obligations under this Agreement by providing:
  - (1) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
  - (2) An opportunity for consultation with the Department prior to termination.
- vi) Relinquishment. Grantee shall provide notice to the Department within ten (10) days of decision to relinquish grant if Grantee no longer intends to carry out the project as described in Attachment A. Upon notification the Department may make the funds and any equipment that was allotted for the project covered by this agreement available to another party and release the Grantee from any further reporting duties.
- vii) Violations and Nonperformance. If the Grantee violates any condition of this agreement or fails to complete and maintain the project in a manner described in Attachment A, the Department may:
  - (1) Require the Grantee to repay any or all funds previously disbursed according to this Agreement,
  - (2) Require the Grantee to surrender any equipment, and
  - (3) Pursue any other remedy available under the law.
- viii) Remedies Not Exclusive. The use by the Department of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the Department from using such remedy, or limit the application of any other remedy provided by law.
- ix) Severability. If any provision of this Agreement is found to be illegal, void, or unenforceable, the other provisions of this Agreement will remain in full force and effect.

- x) Integration. The parties intend this Agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole repository of their agreement and they are not bound by any other agreements, promises, representations, or writings of whatsoever kind or nature. The parties also intend that this, complete, exclusive, and fully integrated statement of their agreement may not be supplemented or explained by any evidence of trade usage or course of dealing.

## 5) PROJECT MANAGERS

The Project Manager for each party to this agreement shall be as follows. The Project Manager may be changed by providing written notification.

Department

City Of Scottsbluff

Ruth Johnston  
Federal Aid Administrator  
Planning and Aid Section  
Land Management Division

Contact Name: Jordan DiedrichContact Title: Director of Finance

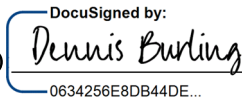
402-471-0273

Contact Phone: (308) 630-6259

## 6) SIGNATORIES

Nebraska Department of Environment and Energy


BY: Dennis BurlingTITLE: Deputy Director

(Signature)   
0634256E8DB44DE...

DATE: 12/31/2020

City Of Scottsbluff

BY (Print): Elizabeth LoutzenhiserTITLE: Director of Finance

(Signature)   
7FBD460DA447446...

DATE: 1/4/2021

**Nebraska Department of Environmental Quality**  
**Waste Reduction and Recycling**  
**Grant Application**

**Grant Information**

**Application Number:** 2286  
**Award Year:** 2021  
**How are you applying?** Political Subdivision  
**Program:** Waste Reduction & Recycling Incentive  
**Program Category:** Scrap Tire Collection Site  
  
**Total Grant Funds Requested:** \$0.00

**Applicant Information**

**Title:** Mrs.  
**First Name:** Elizabeth  
**Middle Initial:**  
**Last Name:** Loutzenhiser  
**Position:** Finance Director  
**Organization Name:** City of Scottsbluff  
**Address:** 2525 Circle Drive  
**City:** Scottsbluff  
**County:** Scotts Bluff  
**State:** NE  
**Zip:** 69361  
**Telephone:** (308) 633-3796  
**Email:** ehilyard@scottsbluff.org  
**Legislative District:** 48

**Contact Information**

**Title:** Mr.  
**First Name:** Jordan  
**Last Name:** Diedrich  
**Position:** Deputy Director of Public Works  
**Address:** 2525 Circle Drive  
**City:** Scottsbluff  
**State:** NE  
**Zip:** 69361  
**Telephone:** (308) 630-6259  
**Cellphone:** NaN  
**Email:** jdiedrich@scottsbluff.org

**Funding**

**Labor Costs**

The department will reimburse for monitoring the collection sign-in log during hours the collection is open. Labor to unload vehicles will NOT be reimbursed.

**# of Employees \* Hours \* Rate/Hr = Grant Funds Requested**

**Hours**

**Rate/Hr**

**Grant Funds Requested**

**# Employees**

2	16	\$11.00	\$0.00
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If your requested rate per hour falls between two of the listed rates, please select the next highest rate per hour. The requested rate per hour may not exceed the highest rate listed.

**Notes:**

We will have at least two employees monitoring the collection sign-in log during the two day scrap tire collection event. They will work eight hours each day. Two employees working 16 hours at a rate of \$11.00 equals a total of \$352.00 in grant funds requested.

**Advertising Costs**

The cost of advertising the collection event is eligible for reimbursement up to 5% (five percent) of the grant amount, not to exceed \$1,000.00. Receipts will be required.

**Grant Funds Requested**

\$1,000.00

**Notes:**

This scrap tire collection event will be advertised for a week in the local newspaper and other local media (television and radio) prior to the event. It will also be advertised on social media and our website. We are requesting the maximum \$1,000.00 in grant funds to advertise the collection event.

**Hauler Cost**

The hauler's costs include loading, transporting, and processing/tipping fees for removing scrap tires from the collection site. 3 Bids will be required.

**Amount (Tons) \* Rate/Ton = Grant Funds Requested**

<u>Amount (Tons)</u>	<u>Rate / Ton</u>	<u>Grant Funds Requested</u>
500	\$138.00	\$0.00

**Notes:**

The lowest bid for loading, transporting and processing/tipping for removing scrap tires is \$138.00 per ton. We are estimating up to 500 tons of scrap tires because the last collection event was in 2013. Three estimates/bids were received. Two bids were from certified haulers in the state of Nebraska and one bid was from a local landfill that did not need to include hauling of scrap tires as the collection would have taken place at the disposal site. 500 tons of scrap tires at a rate of \$138.00 per ton results in a \$69,000.00 grant fund request. The three bids are included in this application.

**Other**

Items not covered in above categories. Please provide explanation below.

**Grant Funds Requested**

\$0.00

**Notes:**

We will not be requesting grant funds for any other items, such scale tickets. However, we will be using and providing scale tickets for this collection event. We will cover any other costs associated with this collection event.

**Cost Estimate/Bid Requirements:**

In order to establish a fair price for equipment and contactual services, a cost estimate/bid is required. A cost estimate/bid is an estimate of cost in response to detailed specifications. A cost estimate/bid should be in writing from the vendor and obtained from at least three different vendors. Three cost estimates or bids from one vendor for different models or services do not meet this requirement.

Exceptions to the three cost estimate/bid rule may include: 1) the product or service can only be purchased from one source; or 2) the applicant was unable to receive three bids even though a good faith effort was made to solicit three bids. Documentation must be provided to explain why three bids were not obtained. Justification for fewer than three bids must be a reasonable, verifiable, and is subject to Department approval. The expense will not be considered eligible for grant funding if the justification is not approved by the Department.

The lowest responsible bid must be used in the application budget. If the lowest bid is not considered to be the lowest responsible bid, the applicant must provide justification for accepting a bid other than the lowest bid. Justification must be reasonable, verifiable, and is subject to Department approval.

The Department reserves the right to change application budgets if these guidelines are not followed.

### **Narratives**

\*\*\* Effective 1/1/2004, the Department will not accept blowout stabilization projects as eligible end-uses for reimbursement.

#### **When, where, and how will the scrap tires be collected? Including the geographic area to be served by the collection.**

The scrap tire collection event will be a two day event on a Friday and Saturday. The current plan is to host the event in conjunction with Keep Scottsbluff Gering Beautiful during a week-long Earth Day Celebration that will include other recycling events and education efforts. The preliminary plan is to host the event on the Friday and Saturday either before or after Earth Day on Thursday, April 22nd 2021. This event will be held at one location within Scott's Bluff County that has a scale and scale ticketing capabilities. The event will be held at either the Gering Landfill located at 200531 U Street in Gering, Nebraska or at the Scottsbluff Compost Facility located at 120189 County Road 26 in Scottsbluff, Nebraska. The scrap tires will be collected from any resident or business within Scottsbluff County (with some stipulations that will be advertised) at one of the above locations that will have employees or volunteers monitoring the collection sign-in log during the hours the collection is open. The tires will then be unloaded at an open area that is easily accessible to the 53' trailers that are equipped with knuckle loaders. The 53' trailers will be weighed on the scale before loading. Tires will be loaded into the trailers and then the trailers will be weighed on the scale again. A machine stamped weigh ticket will be created and will be provided as proof of weight. The tires will then be hauled away by Resource Management and recycled.

**Who is your low-bid scrap tire hauler?**

Our low-bid scrap tire hauler is Resource Management CO., INC. with headquarters located at 25656 160 Road in Brownell, Kansas. They can be reached by phone at (785) 398-2240, or fax at (785) 398-2197 or email at [tjsek@gbta.net](mailto:tjsek@gbta.net). The bid for the estimated 500 ton tire collection at one location is \$138.00 per ton.

### **What is the end-use market for the scrap tires?**

Resource Management will "recycle any tires that are able to be utilized for the available markets at that time ? this includes feed bunks, sidewall rings for silage cover weights, and Alternate Daily Cover for landfills. Tires that cannot be recycled are processed and disposed at one of our permitted sites: ? Julesburg, CO (Certificate of Designation), TH #2 [used as Alternate Daily Cover for landfill]"

**What counties or communities will be served by this collection?**

The entire Scott's Bluff County area will be served by this scrap tire collection event including the communities of Scottsbluff, Gering, Terrytown and other cities and villages within the county. The last scrap tire collection for this community was in 2013.

**Authorization**

I certify I have authority under the laws of the State of Nebraska to sign this grant application and that the information submitted is, to the best of my knowledge and belief, true, accurate and complete.

**Applicant Full Name**

ELIZABETH LOUTZENHISER

**Date**

9/9/2020

August 27, 2020

City of Scottsbluff  
Attn: Jordan Diedrich  
2525 Circle Drive  
Scottsbluff, NE 69361  
P: 308-765-1141  
email: [jdiedrich@scottsbluff.org](mailto:jdiedrich@scottsbluff.org)

Dear Jordan:

Butler County Landfill is providing you with a bid to abate the scrap tires generated from the amnesty program in Scottsbluff, Nebraska. The time necessary for completion will be dependent on the number of tires accumulated, however, we should be able to transport approximately 20 to 30 tons per day to our facility for shredding. Butler County Landfill's approved use is to shred the tires and use the shreds for alternative daily cover in our landfill.

The rate of \$240.00 per ton includes the labor and equipment to transport, load, unload and process the 500 tons of scrap tires at the Butler County Landfill near David City, Nebraska. This rate is based on your projection of 500 tons.

Thank you for considering our services. If you have any questions or concerns, please do not hesitate to call me at (402) 367-4662.

Sincerely,

Ryan Boyer  
Site Manager

## **SCRAP TIRE CLEAN-UP CITY OF SCOTTSBLUFF 2021**

This estimate includes labor and cost of equipment to grind the tires for alternate daily cover material. The City of Gering is not a licensed scrap tire hauler for the State of Nebraska so all tires with “no rim” (will not accept tires on rim) will have to be brought to the City of Gering Baler Facility and placed in a roll-off box where each box will be weighed(in and out) and hauled to landfill pit to be ground. We will accept tires for two days (Fri-Sat) specified by City of Scottsbluff. Estimate is effective October 1, 2020 to September 30, 2021.

The cost per ton will be \$178.

500 ton of scrap tires x \$178 per ton = \$89,000.00

# FAX

**RESOURCE MANAGEMENT CO., INC.**  
**25656 160 Road**  
**BROWNELL, KS 67521-9739**  
**Ph. (785) 398-2240**  
**FAX (785) 398-2197**  
**E-mail: tjsek@gbta.net**

**To:** Jordan Diedrich/City of ScottsBluff **From:** Twylia Sekavec

**Fax:** Email: jdiedrich@scottsbuff.org **Pages:** 1

**Phone:** 308-630-6259 **Date:** 9.4.2020

City of Scottsbluff– Tire Cleanup  
**Re:** 2021 **CC:** [Type text]

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

## Comments:

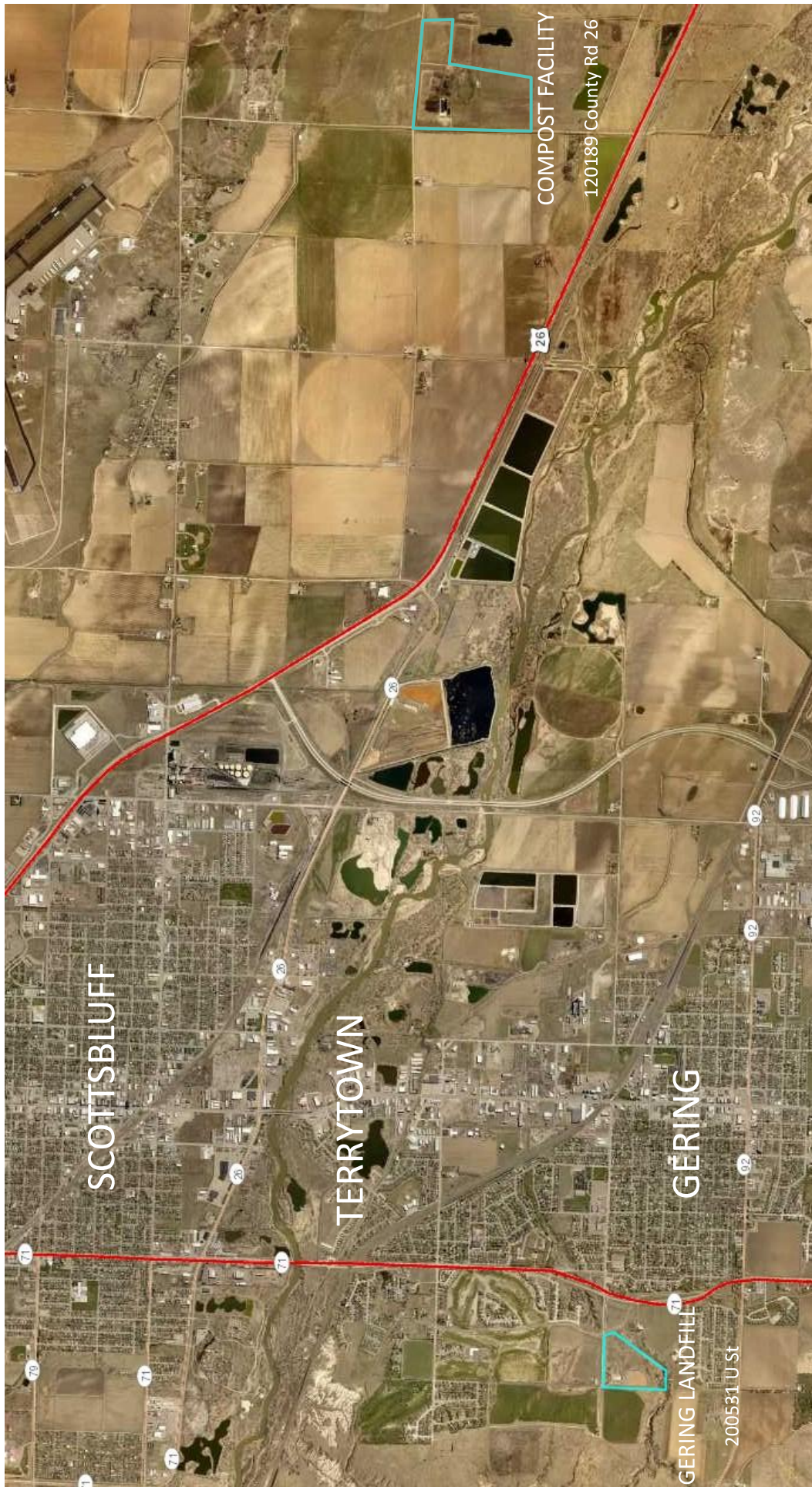
We provide all loading, transporting, recycling, processing and disposal of tires involved in your clean-up. The tires need to be piled so that they are accessible to our equipment: semi-trucks with 53' trailers equipped with knuckle loaders. We recycle any tires that are able to be utilized for the available markets at that time – this includes feed bunks, sidewall rings for silage cover weights, and Alternate Daily Cover for landfills. Tire that cannot be recycled are processed and disposed at one of our permitted sites:

- **Julesburg, CO (Certificate of Designation), TH #2 [used as Alternate Daily Cover for landfill]**

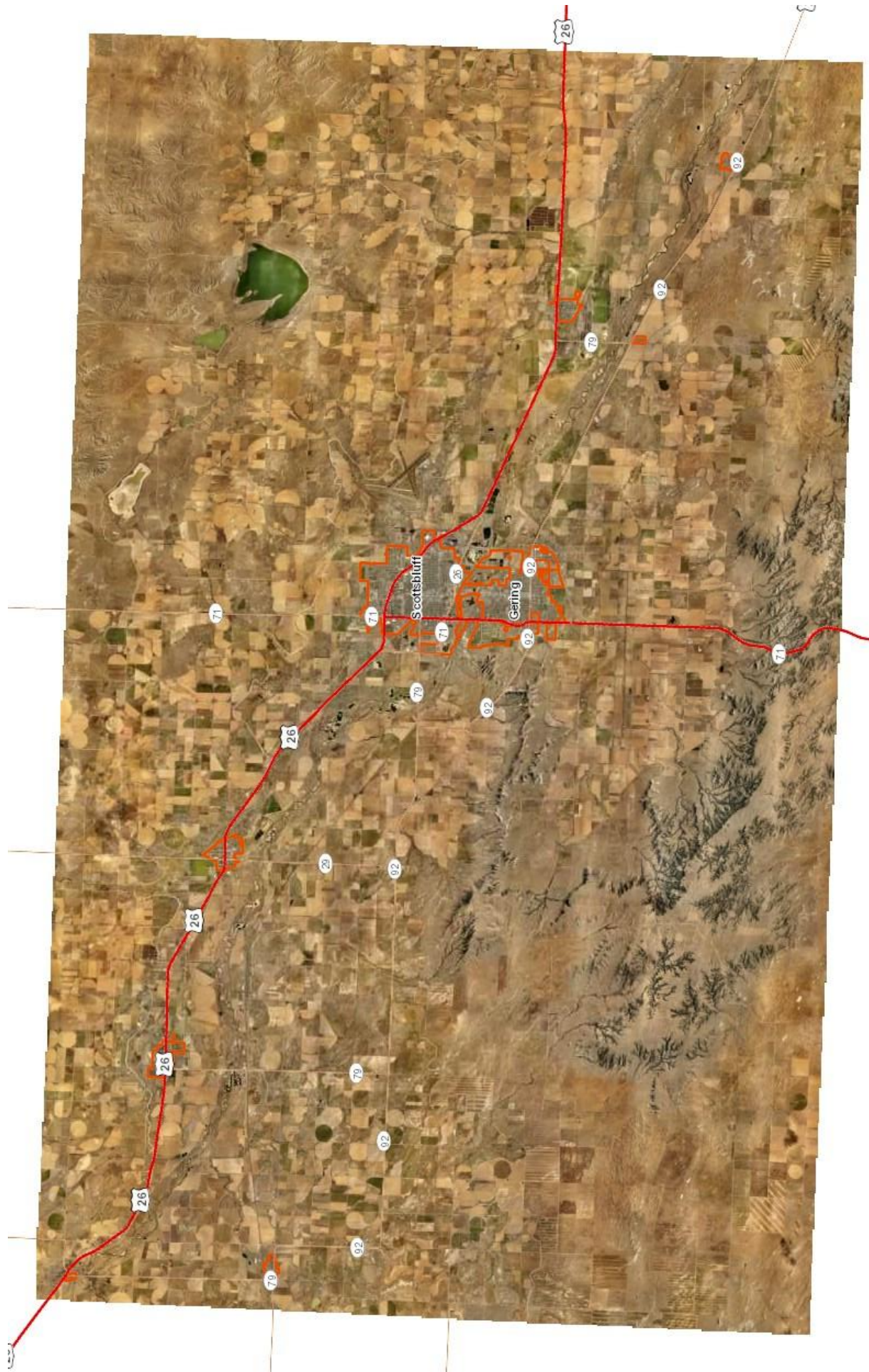
The bid for your estimated **500 ton** tire clean-up at 1 **location** is **\$138.00 per ton**. The Nebraska Department of Environmental Quality requires that the weigh tickets submitted for reimbursement are machine stamped. As you make arrangements, please make sure that the scale can accommodate a semi with a 53' trailer.

Also, if we are the vendor of choice, please contact us immediately to schedule the clean-up as we can't do everyone at once. **Note: NDEQ has changed the rules for when these cleanups need to be completed.**

9.4.2020



**EVENT LOCATION:** This event will be held at one location within Scott's Bluff County that has a scale and scale ticketing capabilities. The event will be held at either at the Gering Landfill located at 200531 U Street in Gering, Nebraska or at the Scottsbluff Compost Facility located at 120189 County Road 26 in Scottsbluff, Nebraska. The two possible locations are outlined in a light blue color.



**AREA SERVED:** The entire Scott's Bluff County area, a 2019 population of 35,618, will be served by this scrap tire collection event including the communities of Scottsbluff, Gering, Terrytown and other cities and villages within the county.



## DEPT. OF ENVIRONMENT AND ENERGY

# Grant Conditions Acceptance Form

All scrap tires collected must go to an approved end use. **The following information must be approved by the Department of Environment and Energy by February 8, 2021.**

**Grantee Name:** CITY OF SCOTTSBLUFF

**Grant Award**

**Amount:** \$70,352.00

**Date(s) of Event:** SEPTEMBER 10, 2021 & SEPTEMBER 11, 2021

**Address/ Physical Location of the Event:** COMPOST FACILITY: 120189 COUNTY RD 26 SCOTTSBLUFF, NE 69361

**Hauler Selected:** RESOURCE MANAGEMENT CO., INC.

**Where will the tires be hauled, and what is the specific end-use of the scrap tires collected?**

JULESBURG, CO: RECYCLED FOR AVAILABLE MARKETS INCLUDING FEED BUNKS, SIDEWALL RINGS FOR SILAGE COVER WEIGHTS, AND ALTERNATIVE DAILY COVER FOR LANDFILLS.

**What Commercial scale will you use?** FAIRBANKS COMMERCIAL FB2550 SCALE

**What backup scale can be used, if the selected scaled cannot produce machine-printed scale tickets?**

GERING LANDFILL 200531 U ST. GERING, NE 63941

Please return this form to:  
[NDEEWasteGrants@nebraska.gov](mailto:NDEEWasteGrants@nebraska.gov)



**FOR IMMEDIATE RELEASE: September 3, 2021**

**Contact: Jordan Diedrich Tel: (308) 630-6259**

## **Scotts Bluff County Scrap Tire Collection September 10<sup>th</sup> & September 11<sup>th</sup>**

The City of Scottsbluff Environmental Services Department would like to advise the Scotts Bluff County public about the Scotts Bluff County Scrap Tire Collection. We encourage the community to properly dispose of tires by dropping them off at the Compost Facility located at 120189 County Road 26, Scottsbluff, NE 69361 between 12:00 pm and 5:00 pm on Friday, September 10<sup>th</sup> or 8:00 am to 4:00 pm on Saturday, September 11<sup>th</sup>. Scrap tires will be recycled for available markets including feed bunks, sidewall rings for silage cover weights and alternative daily cover for landfills. This event is made possible by the Waste Reduction & Recycling Incentive Grant through the Nebraska Department of Environment and Energy. Participants must enter by use of Highland Road. From Highland Road, turn south on County Road 26 until you reach Compost Facility.

### **RULES & GUIDELINES:**

**NOT ALLOWED:** Tractor tires, tires with mercury, tires from a tire business (collects fees for tire disposal), rims, tubes, tires from outside of Scotts Bluff County, drop off of tires before or after the dates and times of the collection event

**LIMITS:** Fifty tire maximum

**REQUIRED:** Proof of Scotts Bluff County address (21 county license plates or driver's license)

**MAXIMUM CAPACITY:** Tires will no longer be accepted if the maximum capacity of 500 tons is reached

### **What:**

Scotts Bluff County Scrap Tire Collection

### **When:**

Friday, September 10, 2021 from 12:00 pm to 5:00 pm  
Saturday, September 11, 2021 from 8:00 am to 4:00 pm

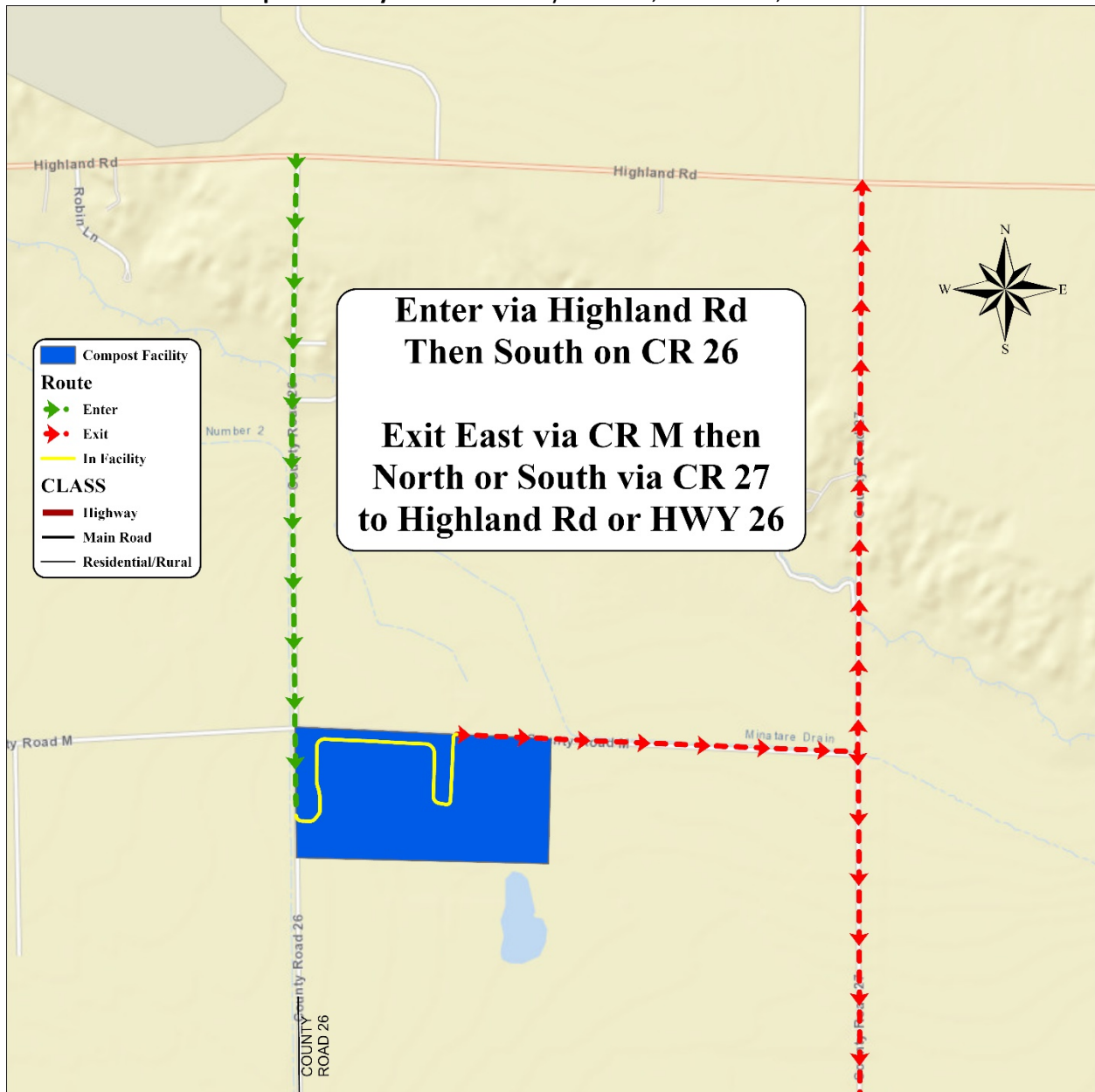
### **Where:**

City of Scottsbluff Compost Facility  
120189 County Road 26  
Scottsbluff, NE 69361

**PLEASE NOTE:** You will be turned away if the rules and guidelines above aren't followed.

### **DIRECTIONS:**

**Compost Facility: 120189 County Road 26, Scottsbluff, NE 69361**



**C:** Dustin Rief, City Manager

Jeanne McKerrigan, Mayor

Star Herald – Please publish Sept 3, 2021 through Sept 10, 2021

News Media – Please air September 3, 2021 through September 10, 2021

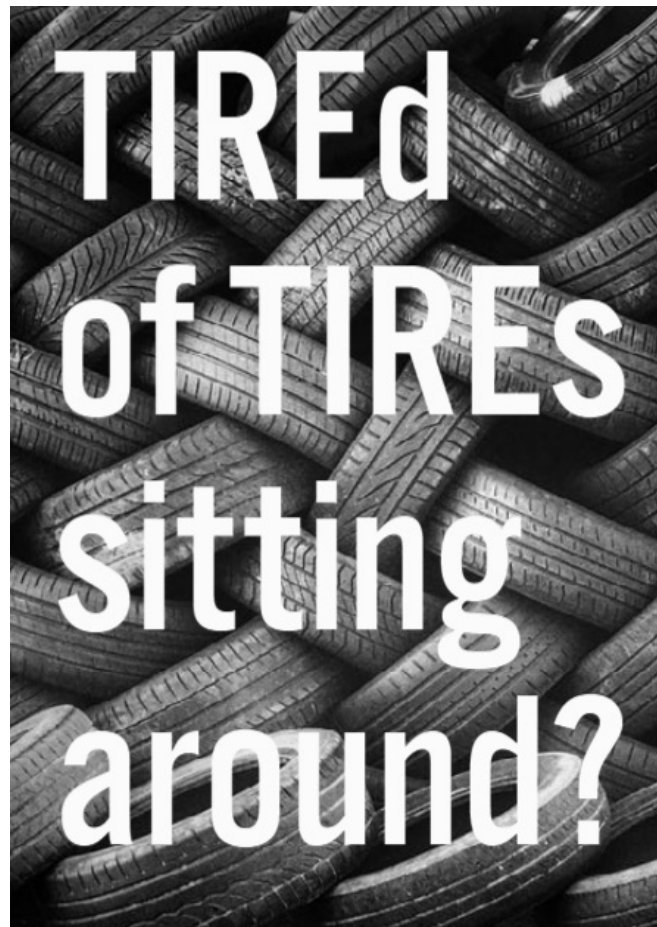
- NBC Nebraska
- Kneb

Communications Center

Nathan Greene

Jordan Colwell

Angela Scanlan



Don't worry - We've got you covered!



**Friday, Sept. 10**  
12:00 p.m. to 5:00 p.m.



**Saturday, Sept. 11**  
8:00 a.m. to 4:00 p.m.



**Compost Facility**  
120189 County Road 26



**Scottsbluff County  
Residents Only**

**RULES & GUIDELINES:**

**NOT ALLOWED:**

- Tractor tires
- Tires with mercury
- Tires from tire business
- Rims & tubes
- Outside of county tires

**LIMITS:**

- 50 tires maximum

**REQUIRED:**

- Proof of address
- 21 county plates
- or driver's license

**MAXIMUM CAPACITY:**

- Tires no longer accepted
- if maximum capacity is reached

*\*you will be turned away if rules aren't followed\**

**SCRAP TIRE COLLECTION EVENT**  
made possible by:



# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Reports2**

**Council to discuss and consider action on the Downtown Garden's Maintenance Agreement with Paige's Posies and authorize the Mayor to sign the Agreement.**

**Staff Contact: Leann Sato, Stormwater Specialist**

# Agenda Statement

Meeting Date: September 7, 2021

**AGENDA TITLE:** Downtown Gardens Maintenance Agreement

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Stormwater

**PRESENTATION BY:** Dustin Rief

**SUMMARY EXPLANATION:**

This agreement is between Paige's Posies and the City for contracted maintenance of the downtown parking lot gardens and bulb-outs. The City will pay the Contractor a total of \$33,500 from the following departments BID \$19,500 for five parking lot sites; Stormwater Department \$12,000 for six stormwater mitigation sites and Water Department \$2,000 for one demonstration site. This contract allows for annual renewal as long as terms are met.

**BOARD/COMMISSION RECOMMENDATION:**

Paige's Posies provided maintenance for the downtown gardens last year and we would like to continue with her services. The downtown gardens and bulb-outs are an affiliate site of the Nebraska Statewide Arboretum (NSA). NSA is pleased to see the return of horticulture-based maintenance on the sites.

**STAFF RECOMMENDATION:**

Stormwater recommends Council approve the agreement and have the Mayor sign after approval.

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

Please provide all visual presentation materials.

Other (specify) ☐ \_\_\_\_\_

**NOTIFICATION LIST:** Yes ☐    No ☐    Further Instructions ☐

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City of Scottsbluff  
Office of the City Manager

Effective date: January 20, 2017

## MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made between the City of Scottsbluff, Nebraska, a Municipal Corporation, hereinafter called "City," and Paige's Posies, LLC, a Nebraska limited liability, hereafter called "Contractor."

1. Areas of Maintenance: The City owns several areas in and around its corporate limits which require maintenance. Those "Areas of Maintenance" include:

- a. Parking Lots 1 and 10, 1617 and 1620 Avenue A (Invoiced to BID)
- b. Parking Lot 3, 1815 1<sup>st</sup> Avenue, across from WNAC (Invoiced to BID)
- c. Parking Lot 4, 1700 1<sup>st</sup> Avenue, behind Midwest (Invoiced to BID)
- d. Parking Lots 8 and 16, 1701 Avenue A, behind 24 HR Fitness (Invoiced to BID)
- e. Parking Lot 12, 126 West 18<sup>th</sup> Street SE of Public safety Building (Invoiced to BID)
- f. Broadway Bulbouts from 19<sup>th</sup> Street to 15<sup>th</sup> Street (Invoiced to Stormwater)
- g. Broadway Island 2300 Broadway (Invoiced to Stormwater)
- h. East Overland Entryway, 1300 1<sup>st</sup> Avenue (Invoiced to Stormwater)
- i. Public Safety Building Rain Garden, 198 West 19<sup>th</sup> Street (Invoiced to Stormwater)
- j. Serenity Garden, 22 South Beltline Highway West, Behind Y to the Broadway Bridge (Invoiced to Stormwater)
- k. Parking Lot 2, 17<sup>th</sup> Street & 2<sup>nd</sup> Avenue east of Western States Bank (Invoiced to Stormwater)
- l. Wellhouse 3/Broadway Pumphouse, 2302 Broadway (Invoiced to Water Department).

2. Term: The term of this Agreement covers the maintenance requirements from October 1, 2021 to September 30, 2022 or until Fall cleanup, whichever is the last to occur. These maintenance requirements shall be conducted in three seasonal phases as described in paragraphs 4., 5. and 6. Provided, the term of this Agreement may be extended and renewed for additional one-year terms by the City upon the City sending a written notice to the Contractor of its intent to extend the term. The written notice must be sent at least 90 days before the end of the current term. In the event the City sends the written notice to extend the term, then the City's Obligation set forth in paragraph 8. shall apply.

3. Maintenance Seasonal Phases: The Contractor agrees that they will provide three separate seasonal maintenance phases for the areas described in paragraph 1. Those three seasonal phases include a fall/winter phase, a summer maintenance phase and a spring cleanup phase. During all phases, Contractor agrees to use sufficient weed control and appropriate fertilizer for plants and trees to promote a healthy growth.

4. Fall/Winter Phase: The Contractor agrees that the fall phase will include a leaf and debris clean up in the Fall of each year, after the leaves have fallen from trees. The Contractor then agrees to call the Storm Water Department to schedule a meter shutoff.

5. **Spring Cleanup Phase:** Contractor agrees that the spring cleanup phase will include an initial clean up to begin in March as the weather permits. Spring cleanup will include:

- a. Picking up trash that gathered over the winter, pruning and/or cutting back grasses and perennials, shrubs shall be pruned to reduce size for visual obstruction and to eliminate dead, diseased or broken branches. Trees shall be structurally pruned to ANSI 300 standards.
- b. Contractor may use pre-emergent in a 6-inch band on bed edges adjacent to cement areas. Any pre-emergent must be labeled for use around trees, shrubs and grasses. Contractor agrees to use no other pre-emergent.

6. **Summer Maintenance Phase:** Contractor agrees to summer maintenance phase between April 1st and October 1st of the growing season, both the City and Contractor realize this Agreement begins and ends during this phase.

- a. The summer maintenance shall incorporate a watering schedule to set and maintain a drip system for watering as well as to inspect the drip system monthly, at a minimum, to ensure emitters are clear, tubing free of leaks, and release proper amounts of water. City will provide a repair kit for contractor to perform onsite repairs to the drip system according to the terms of paragraph 13.e. of this Agreement.
- b. Contractor agrees to check, at a minimum, each week to ensure that trees and plants have adequate water. The parties agree the goal is for the beds to become self-sustaining after establishment and therefore, Contractor will monitor, at least weekly, to determine the appropriate amount of water needed to maintain the health and welfare of the plants and trees. The water should follow low water use guidelines for regular watering during establishment.
- c. Contractor agrees to let the plants seed down, the plants will be dead-headed in the event of storm damage, trash will be picked up, the plant beds will be weeded and monitored for disease and insect issues. Contractor agrees to notify the storm water department if issues are discovered. In addition, the Contractor agrees to replace and move mulch away from the crowns of plants as needed after storms, monitoring the staking of trees to include removing stakes from all established trees and addressing tree stakes and straps as needed.

The City advises and the Contractor understands that trees currently growing are on a separate valve system in all of the locations, except Lot 4, and that rain sensors are available in the system for Lots 1 and 10. The Contractor agrees, if possible, the drip system should remain off after plants are established allowing sites to function naturally. Both parties understand and agree the watering and maintenance frequency is expected to vary depending upon rainfall, irrigation settings and fertility programs, Contractor agrees to use its best efforts to adjust watering and maintenance to the conditions.

7. Equipment and License: The Contractor will provide its own equipment, lubricants, bags, labor and all other things necessary to perform the work described herein to complete the three phases. The Contractor shall maintain a Chemical Applicators License during the term of this Agreement and provide a photocopy of the license to the City. The Contractor is responsible for providing the necessary chemical use records should a question or claim arise. The Contractor will be responsible to the City only for the manner in which the work is done and is not subject to the City's control concerning the details of how the work is to be done, except as noted. Contractor will be deemed as an independent contractor and under no circumstances will be deemed an employee of the City.

8. City's Obligation and Invoicing: The City will be responsible for the irrigation systems in the Areas of Maintenance set forth in paragraph 1. herein, including winterization of the systems each Fall. The City will work with Contractor when notified of issues in regard to the drip or irrigation systems. The City will pay the Contractor the sum of \$33,500.00 for the term of this Agreement (City's Obligation"). In the event the City sends Contractor a written notice to extend the term for additional one year terms, then the City's Obligation shall increase a maximum of 2% from the prior year following a review by the City and Contractor. The City and Contractor shall both sign a written document setting forth the City's Obligation for each additional term. Payments will be made on a monthly basis with payment to be made no later than 15 days after submission by the Contractor of invoices for the monthly payment as set forth in this paragraph. Contractor agrees that locations a. through e. in paragraph 1. will be invoiced to the City of Scottsbluff BID (\$19,500 annually); locations f. through k. will be invoiced to the Scottsbluff Stormwater Department (\$12,000 annually) and location l. will be invoiced to the Scottsbluff Water Department (\$2,000 annually). In addition, the City's Obligation will include reimbursement to Contractor for the purchase and use of fertilizer, pre-emergent, or weed killer at the locations listed in paragraph 1 of this Agreement. Reimbursement will occur within 15 days of presentation and approval by the City of statements showing the cost and amount of application of those items. Items of additional maintenance, not set forth herein, will be considered over and above the City's Obligation and must be agreed to and will be paid according to paragraph 13.e. of this Agreement.

9. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, and its council members, officers, agents, and employees (each "indemnified party") from and against and reimburse the indemnified party on demand for any damages, payment, loss, claim, cost or expense (including professional fees and reasonable costs of investigation incurred in defending against any such damages, payment, loss, claim, cost or expense) made or incurred by or asserted against an indemnified party as a result of or in connection with Contractor's actions or inactions under this Agreement or the actions or inactions of any contractor, subcontractor, consultant, sub-consultant, or agent of the Contractor, provided that nothing herein shall require Contractor to indemnify, defend or hold harmless an indemnified party for payments, losses, claims, costs, or expenses resulting from the indemnified party's own negligence.

10. Assignment: This Agreement may not be assigned by Contractor without the prior written consent of the City.

11. Termination: This Agreement may be terminated by the City in the event the Contractor:

- a. Acts with gross negligence or willful misconduct in connection with the performance of any of its responsibilities.
- b. Defaults in the performance of any of the duties set forth in this Agreement, including failing to maintain a Chemical Applicators License or failing to provide chemical use records upon request and a reasonable time.
- c. Acts against the best interests of the City in any material respect.
- d. Upon ten days written notice provided by the City.

12. Insurance: During all times Contractor performs services for the City, Contractor agrees to maintain in effect a policy of professional liability insurance protecting Contractor and its employees in an amount of not less than \$1,000,000.00. Contractor shall maintain in effect a policy of Workers' Compensation Insurance as required by law. Contractor shall also maintain in effect an insurance policy in an amount of not less than \$1,000,000.00 which protects Contractor and the City from damages resulting from Contractor's conduct. Certificates showing that Contractor has the required insurance shall be filed with the City and updated as necessary. Certificates shall provide not less than ten days prior written notice of cancellation or material changes of terms of the policy. All such certificates shall name the City as an additional insured.

13. Miscellaneous:

- a. The parties shall comply with and apply Nebraska law, without reference to the conflicts of law provisions thereof, in the performance and interpretation of this Agreement.
- b. Contractor shall not subcontract or assign any portion of the services required hereunder without the prior written consent of the City.
- c. This Agreement represents the entire understanding between the Contractor and the City and it supersedes all prior representations or agreements whether written or oral. This Agreement may be altered only by a written amendment signed by both the Contractor and the City.
- d. If for any reason, whatsoever, any one or more of the provisions or any portion of any provision of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.

- e. Additional maintenance in the Areas of Maintenance listed herein are excluded from this Agreement and will be in addition to the City's Obligation in under this Agreement. Additional maintenance for those areas shall be discussed and agreed to by both parties before it becomes the City's Obligation. Contractor will quote the additional maintenance by time and materials prior to commencement and the additional maintenance will be billed after completion only when both parties are in agreement the additional maintenance should be completed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

DATED: \_\_\_\_\_, 2021.

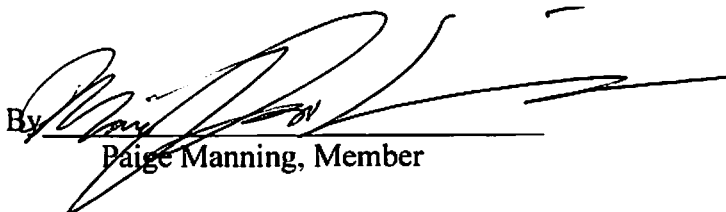
CITY OF SCOTTSBLUFF, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

PAIGE'S POSIES, LLC  
a Nebraska limited liability company,

By   
Paige Manning, Member

# **City of Scottsbluff, Nebraska**

**Tuesday, September 7, 2021**

**Regular Meeting**

## **Item Reports3**

**City Council to discuss and consider action on the Mayor's nomination of a qualified applicant to fill the vacant Council Member position.**

**Staff Contact: City Council**