



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

**Regular Meeting**  
**June 20, 2022**  
**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. **Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only.**
  - a) The Council will not take any action on the item except for referring it to staff to address for placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person.
9. **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 June 6, 2022 Regular Meeting.
  - b) Council to consider and take action on claims of the City.
10. **Financial Report**
  - a) Council to receive the May 2022 Financial Report.
11. **Public Hearings:**
  - a) Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class B Liquor License for Family Dollar, Inc., d/b/a Family Dollar

Store #27573, 1412 East Overland, Scottsbluff, NE.

- b) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming Jacob J. Eckles as the Liquor License Manager of Family Dollar Store #27573, 1412 East Overland, Scottsbluff, NE.
  - c) Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class D Liquor License for Essential Fuel, LLC d/b/a Essential Fuel, 822 S. Beltline Hwy West, Scottsbluff, NE.
  - d) Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class D Liquor License for Essential Fuel, LLC d/b/a Essential Fuel, 837 27th Street, Scottsbluff, NE.
  - e) Council to discuss and consider action on making recommendations to the Nebraska Liquor Control Commission naming Eric M. Reichert as the Liquor License Manager of Essential Fuel locations at 822 S. Beltline Hwy West and 837 27th Street, Scottsbluff, NE.
  - f) Council to conduct a public hearing set for this date at 6:00 p.m. to consider a Rezone of Lot 9, Block 3, East Lawn Subdivision from C-3 Heavy Commercial to R-1A Single Family Residential.
12. **Resolution & Ordinances:**
- a) Council to consider the first reading of the Ordinance for the Rezone of Lot 9, Block 3, East Lawn Subdivision from C-3 Heavy Commercial to R-1A Single Family Residential.
  - b) Council to discuss and consider action on a Resolution extending the obligation of funding for ambulance services for an additional four years and authorize the Mayor to sign the Resolution.
13. **Petitions, Communications, Public Input:**
- a) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming Lacey H. McConkey as the Liquor License Manager of McDermid Management Co. LLC d/b/a Holiday Inn Express, 1821 Frontage Road, Scottsbluff, NE.
14. **Reports from Staff, Boards & Commissions:**
- a) Council to discuss and consider action on the Economic Development Assistance Agreement with J. D. Skiles, Inc., d/b/a Scottsbluff Industries and authorize the Economic Development Program Administrator to sign the Agreement.
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**

**Monday, June 20, 2022**

**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**

**Monday, June 20, 2022**

**Regular Meeting**

**Item Youth Cou 1**

**(informational only):**

**Staff Contact:**



# **City of Scottsbluff, Nebraska**

**Monday, June 20, 2022**

**Regular Meeting**

## **Item Publlc Com1**

**The Council will not take any action on the item except for referring it to staff to address for placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person.**

**Staff Contact:**

# **City of Scottsbluff, Nebraska**

**Monday, June 20, 2022**

**Regular Meeting**

## **Item Consent1**

**Council to approve the minutes of the June 6, 2022 Regular Meeting.**

**Staff Contact: City Council**

The Scottsbluff City Council met in a regular meeting on June 6, 2022 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 June 3, 2022, 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 June 3, 2022. 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, Jordan Colwell, Nathan Green, Angela Scanlan, and Selina Lerma. Also present were City Attorney Kent Hadenfeldt and Interim City Manager Kevin Spencer. Absent: None. Mayor McKerrigan asked if there were any changes to the agenda. There was none. Mayor McKerrigan then 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. During the public comment period, Ms. Esther Benson, came forward regarding the excessive noise and speeding on Broadway during Friday and Saturday Nights. Ms. Benson commented on the traffic study and the findings. She asked the study to reflect the traffic on Friday and Saturday nights and not during a twenty four hour period, as it shows the average speed at 34 miles per hour. She feels this is not a true representation as to what happens on Friday and Saturday nights. She reiterated the seriousness of the issue and how the environment of safety needs to be addressed.

Ms. Starr Lehl, Economic Development Director, approached Council and introduced the University of Nebraska Rural Fellow Interns, Lauren and Esther, adding they are helping gather information from businesses on the Creative District.

Moved by Council Member Green, seconded by Council Member Lerma,

- a) The minutes of the May 16, 2022 Regular Meeting be approved,
- b) A public hearing be set for June 20, 2022 at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class B Liquor License for Family Dollar, Inc., d/b/a Family Dollar Store #17573, 1412 East Overland, Scottsbluff, NE,
- c) A public hearing be set for June 20, 2022 at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class D Liquor License for Essential Fuel, LLC d/b/a Essential Fuel, 814 W. 27<sup>th</sup> Street, Scottsbluff, NE,
- d) A public hearing be set for June 20, 2022 at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class D Liquor License for Essential Fuel, LLC d/b/a Essential Fuel, 822 S. Beltline Hwy. West, Scottsbluff, NE,
- e) A public hearing be set for June 20, 2022 at 6:00 p.m. to consider a Rezone of Lot 9, Block 3, East Lawn Subdivision from C-3 Heavy Commercial to R-1A Single Family Residential,

- f) The claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated June 6, 2022, as on file with the City Clerk and submitted to the City Council, "YEAS," Colwell, Scanlan, Green, Lerma, and McKerrigan. "NAYS," None. Absent: None.

## CLAIMS

911 CUSTOM, LLC,CAR 1 & CAR 9 & EXTRA PATROL - LIGHTS,432.46; A LIFETIME OF TREE CARE SERVICE LLC,CONTRACTUAL SVC,3750;AIRPORT DEVELOPMENT,LLC,TIF - AIRPORT REDEV 4/30/22,8283.13;AKAJRV 314, LLC,TIF - AULICK REDEV 4/30/22,23857.34; ALFAROCHRISTOPHER,SCHOOL& CONFERENCE,30; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4078.72; AMAZON.COM HEADQUARTERS,MISC.,912.38; ANITA'S GREENSCAPING INC,BLDG. MAIN.,299;ASSOCIATED SUPPLY CO, INC,EQUIP MAINT REC,3878.11; B & H INVESTMENTS, INC,CONTRACTUAL SVC,62;BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL,1310.8; BLUFFS FACILITY SOLUTIONS,SUPP - TOWELS,1163.07;CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,358.7;CELLCO PARTNERSHIP,CELL PHONES - PD,2297.07; CITIBANK N.A.,DEPT SUPP PARK,291.66; CITIBANK, N.A.,DEPT SUPP CEM,295.53; CLARK PRINTING LLC,PRGRMG.,833.75; CODY ENLOW,REIMBURSE POLICE WEEK ACTIVITIES,155.98; COLONIAL LIFE & ACCIDENT INSURANCECOMPANY,INSURANCE,22.75;CONSOLIDATEDMANAGEMENTCOMPANY,SCHOOL & CONF,321.38;CONTRACTORS MATERIALS INC.,SONOTUBES - CONCRETE FORMS,517.93;CORNERSTONE BANK,TIF - 26 GROUP FUEL ST. & CON ST. REDEV 4/30/22,29607.04;CRESCENT ELECT. SUPPLY COMP INC,ELECT. SUPP - WIRE & CLAMPS,136.75;CROELL INC,DEPT SUP,256.8;DAS STATE ACCOUNTING-CENTRAL FINANCE,MONTHLY LONG DISTANCE,109.2;DUANE E. WOHLERS,DISPOSAL FEES,800; EAKES INC,DEP. SUP.,142.04;ELLIOTT EQUIPMENT COMPANY INC.,VEHICLE MAINT ES,1709.15; EMBLEM'S INC,UNIFORM PATCHES,682;FARMERS STATE BANK,TIF - ELITE HEALTH REDEV 4/30/22,90856.8;FAT BOYS TIRE AND AUTO,EQUIP MAINT PARK,181.78; FEDERAL EXPRESS CORPORATION,POSTAGE,71.88;FIRST NATIONAL BANK OF OMAHA,TIF - REGANIS REDEV 4/30/22,20570.35; FLOYD'S TRUCK CENTER SCOTTSBLUFF,VEH MAINT ES,485.6;FRANCISCO'S BUMPER TO BUMPER INC,PD TOWING,900;FREMONT MOTOR SCOTTSBLUFF, LLC,PREVENTATIVE MAINTENANCE UNIT 1,51.97;GENERAL TRAFFIC CONTROLS, INC,HARDWARE KITS FOR TRAFFIC SIGNALS,36;GERING MULITPURPOSE SENIOR CENTER,CONTRACTUAL,1000; HAWKINS, INC.,CHEMICALS,2962.78;HONEY WAGON EXPRESS,CONTRACTUAL PARK,450;IDEAL LAUNDRY AND CLEANERS, INC.,DEPT SUPP ES,747.49; IDEXX LABORATORIES, INC,DEPT SUP,188.39; INDEPENDENT PLUMBING AND HEATING, INC,EQUIP MAINT REC,1581.72;INGRAM LIBRARY SERVICES INC,COLL.,67.53;INTERNALREVENUE SERVICE,WITHHOLDINGS,65241.45; INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS,DEPT MMBRSHP,120;INT'L INST OF MUNC CLKS,MEMBERSHIP- KIM WRIGHT,175;INTRALINKS, INC,12 NEW WORKSTATIONS,32733.07; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL SVC,219.8; JOHN DEERE FINANCIAL,DEPT SUPP PARK,1190.47;JOHN DEERE FINANCIAL,GROUND MAINT

PARK,425.6; JOHN DEERE FINANCIAL,EQUIP MAINT PARK,671.54;JOHNSON CASHWAY LUMBER CO,GROUND MAINT PARK,727.44;KRIZ DAVIS,GROUND MAINT PARK,1250.98; LEE BHM CORP,PUBLISHING,2595.48; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING - PD,100;LORE BRIAN & LORI,CONTRACTUAL PARK,1200;MACQUEEN EQUIPMENT INC,CHEMICALS,1185.81;MARKETING CONSULTANTS,CLOTHING - DS/GIS,298; MENARDS, INC,DEPT SUPP PARK,2212.75;MIDWEST CONNECT, LLC,UB PROCESSING - MAY 2022,2123.69; MIDWEST MACHINERY & SUPPLY CO,GUARDRAIL PARTS - POSTS, PLATES, NUTS, BOLTS,1724.69;MONUMENT CAR WASH INC,VEHICLE MAINT,8.91; NATIONAL ASSN. OF FIELD TRAINING OFFICERS,SCHOOL & CONF - FTO TRAINING,325; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1800.4;NE DEPT OF ENVIRONMENTAL QUALITY,DEBT SERVICE,34016.46; NE DEPT OF REVENUE,WITHHOLDINGS,39557.63; NEBRASKA MACHINERY CO,BUSHING & RINGS FOR EQUIPMENT,1294.98; NEBRASKA PUBLIC POWER DISTRICT,ELECTRICITY,18322.48;NEBRASKA SAFETY & FIRE EQUIPEMENT INC.,ANNUAL FIRE EXTINGUISHER INSPECTION,518;NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUNDMAINTPARK,784.68;ONECALLCONCEPTS,NC,CONTRACTUAL,186.78;OREGON TRAIL PLUMBING, HEATING & COOLING INC,BLDG MAINT.,147; PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,312; PANHANDLE GEOTECHNICAL &ENVIRONMENTALINC,CONTRACTUALSVC,934;PANHANDLEHUMANESOCIETY,CONTRACTUAL,5491.33; PIEZO METRICS, INC,DEPT SUP,9590; PLATTE RIVER GLASS RODNEY L FLOTH,CAR #5 - WINDSHIELD,420; PLATTE VALLEY BANK,TIF - PLATTE VALLEY BANK ADD IMPR. 4/30/22,23830.03;POMPS TIRE SERVICE INC,TIRES FOR FORKLIFT,463.56; PRISCILLA SANDOZ,FACADE GRANT,4263.48; PT HOSE AND BEARING,VEH MAINT ES,2032.75;QA BALANCE SERVICES INC,CONTRACTUAL SVC,110; QUADIENT LEASING USA INC,RENT MACHINE - PD,219.56;QUILL CORPORATION,MAILER ENV & TONER CARTRIDGE,174.61; RADA, ZACKARY,SCHOOL & CONF EXPENSE,4;REGION 22 EMERGENCY MGMT,QUARTERLY EMERGENCY MANAGEMENT DUES,5425.05; REGIONAL CARE INC,HEALTH INS. PREMIUM - JUNE 2022,100240.32;REZAC THERESA,DEPT SUP CEM,110; ROOSEVELT PUBLIC POWER DISTRICT,ELECTRIC POWER,2091.98; S M E C,EMPLOYEE DEDUCTION,164.77;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300;SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,425.02; SCOTTIES POTTIES INC,CONTRACUTAL,475;SCOTTSBLUFF MOTOR CO, INC,HIDTA CAR - MAY 22,489.55; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,936; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,EMBROIDERY - UNIFORMS,137; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES,12111.79;SIMON CONTRACTORS,BLDG MAINT REC,4096.85;SNELL SERVICES INC.,DEPT SUPP ADM,48; SOUNDSLEEPER SECURITY INC.,CONTRACTUAL SVC,1614.95;STATE HEALTH LAB,SAMPLES,975;STATE OF NE.,CONTRACTUAL - PD,630;SWANK MOTION PICTURES INC,SPECIAL EVENT,1365;SYMBOLARTS, LLC,UNIFORM NAMEPLATE,45;TERRY D SCOTT,VEH MAINT PARK,935.08;THE PEAVEY CORP,INV. SUPPL.,365.95;TITAN MACHINERY, INC.,EQUIP PARK,26900;TWIN CITY ROOFING & SHEETMETAL, INC,HAIL REPAIRS - PUMP STATION CLEVELAND FIELD,1760;TYLER TECHNOLOGIES, INC,UB ONLINE 6/1/22 - 6/30/22,348; UNION BANK & TRUST,RETIREMENT,41574.5; UNITED STATES WELDING,CONTRACTUAL SVC,49.8; US BANK,TECHNICAL RESCUE CLASS - GILL,6825.57;

VAN DIEST SUPPLY COMPANY,150 DAY BRIQUETTES FOR MOS. CONTROL,2362.8; WALMART,DEPTSUPPL,212;WATSON SHIRLEY,PERMIT REIMB,30;WESTERN COOPERATIVE COMPANY,EQUIP MAINT CEM,153.59;WINTER CREEK CANAL COMPANY,POST CLOSURE/WATER RIGHTS,3075;WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08;ZM LUMBER CO CAPITAL ONE TRADE CREDIT,GROUND MAINT PARK,630.22;REFUNDS; AH12SUPER8, 26.19;RICHARD REISIG, 5.73; RAILWAY AUTO SALES, 17.45

Mayor McKerrigan read the Proclamation naming June as National Safety Month.

Regarding the action item on six Special Designated Liquor Licenses for P.R.E.S. Inc. d/b/a Rosita's Restaurant to serve distilled spirits at the Bands on Broadway Summer Event, Council Member Lerma declared a conflict of interest and stated she would like to abstain from discussion or voting on the matter since Rosita's Restaurant is a family business.

Council Member Green moved, seconded by Council Member Scanlan to excuse Council Member Lerma from discussion or voting on the action item pertaining to six Special Designated Liquor Licenses for P.R.E.S. Inc. d/b/a Rosita's Restaurant to serve distilled spirits at the Bands on Broadway Summer Event, "YEAS," Green, Scanlan, McKerrigan, and Colwell. "NAYS," None. Abstain: Lerma. Absent: None.

Ms. Rosemary Florez, President of P.R.E.S. Inc. came forward to request six Special Designated Liquor Licenses to be able to sell margaritas at the Bands on Broadway event that is held in the 18<sup>th</sup> Street Plaza. Ms. Florez explained this is their second year selling, they ID and wristband those of legal age at point of sale.

Police Chief Kevin Spencer came forward adding they have not had any issues. He will make sure there are officers on scene for the event.

Council Member Scanlan made a motion, seconded by Council Member Green to approve six Special Designated Liquor Licenses for P.R.E.S. Inc. d/b/a Rosita's Restaurant to serve distilled spirits at the Bands on Broadway Summer Event at the 18<sup>th</sup> Street Plaza on June 23<sup>rd</sup>, 30<sup>th</sup>, July 7<sup>th</sup>, 14<sup>th</sup>, 21<sup>st</sup>, and 28<sup>th</sup> from 5:00 to 10:00 p.m., "YEAS," Scanlan, McKerrigan, Colwell, and Green. "NAYS," None. Abstain: Lerma. Absent: None.

Mr. Anthony Sinks approached Council regarding the bid for the purchase, removal and relocation of the railroad Caboose located at Highway 26 and East 27<sup>th</sup> Street. Mr. Sinks had the highest bid at \$3,100 and stated he plans to put the Caboose on his property at Nine Mile Creek and make a cabin out of it.

Mr. Spencer came forward stating there were two other bids; Mr. Sinks submitted the highest bid. He also added after the Caboose is removed the Parks Committee would like to beautify the area by planting grass and possibly placing a picnic table with awning at the location.

Council Member Scanlan moved to award the bid for the purchase, removal and relocation of the railroad Caboose located at Highway 26 and East 27<sup>th</sup> Street to Mr. Anthony Sinks for \$3,100. This was seconded by Council Member Colwell, "YEAS," Lerma, Colwell, McKerrigan, Green, and Scanlan. "NAYS," None. Absent: None.

Council introduced Ordinance #4281 for the Rezone of Lots 1, 2, & 3 Big Dog Meadows Subdivision from Agricultural to R-1A Single Family Medium Density and was read by title on third reading: **AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOTS 1, 2 AND 3, BLOCK 1, BIG DOG MEADOWS SUBDIVISION, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., SCOTTS BLUFF COUNTY, NEBRASKA CURRENTLY ZONED AS AGRICULTURAL (A), WILL NOW BE INCLUDED IN SINGLE FAMILY DISTRICT (R-1A), REPEALING PRIOR SECTION 25-1-4, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council Member Colwell moved, seconded by Council Member Scanlan to adopt Ordinance #4281 for the Rezone of Lots 1, 2, & 3 Big Dog Meadows Subdivision from Agricultural to R-1A Single Family Medium Density, “YEAS,” McKerrigan, Green, Colwell, Scanlan, and Lerma. “NAYS,” None. Absent: None.

Mr. Spencer presented the Resolution to place the additional one-half cent sales tax on the November General Election ballot explaining this Resolution replaces the one that was approved last year in December. He informed Council that after conversations with Bond Counsel, Finance Director Loutzenhiser and Legal Counsel Hadenfeldt it was determined the prior Resolution needed some modification; categorically the wording was too specific regarding the possibility of excess receipts. The modified language reflects the City can use the excess receipts for Capital Improvements as defined in State Statute.

Council Member Colwell moved, seconded by Council Member Scanlan to approve Resolution No. 22-06-01 to place the additional one-half cent sales tax on the November General Election ballot and authorize the Mayor to sign the Resolution, “YEAS,” Colwell, Scanlan, Green, Lerma, and McKerrigan. “NAYS,” None. Absent: None.

#### **RESOLUTION NO. 22- 06-01**

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

a. The City currently imposes a City Sales and Use Tax in the amount of 1.5% pursuant to the Local Option Revenue Act, sections 77-27,142, *et seq.* of the Nebraska Statutes (the “Existing City Sales and Use Tax”)

b. The City is in need of additional revenue in order to provide for public infrastructure projects such as construction of a municipal aquatics center.

c. §77-27,142(2) of the Nebraska Statutes allows the City Council to impose an additional one-half of one percent (1/2%) sales tax in addition to the Existing City Sales and Use Tax for the purpose of funding the public infrastructure project listed above, following an election at which a majority of the qualified electors of the City approve such additional sales and use tax.

d. The City had previously passed Resolution No. 21-12-03 on December 20, 2021 in regard to proposing ballot language to qualified electors to increase the Existing City Sales and Use Tax. However, there is a need to revise language used in Resolution No. 21-12-03 and the purpose of this Resolution is to do so.

**Resolved by the Mayor and City Council of the City that:**

1. At the November 8, 2022 general election, the following proposition in the form shown below shall be submitted to the qualified electors of the City for their approval or disapproval at the primary election:

**PROPOSITION:**

Shall the City Council of the City of Scottsbluff, Nebraska increase the local sales and use tax rate by an additional one-half of one percent (½%) from the current rate of one and one-half percent (1½%) to a total rate of two percent (2%) and impose a sales and use tax at the increased rate upon the same transactions within the City on which the State of Nebraska is authorized to impose a tax, subject to the terms and conditions set out below?

\_\_\_\_\_ Yes (For increasing the Sales and Use Tax)

\_\_\_\_\_ No (Against increasing the Sales and Use Tax)

**Terms and Conditions:** The terms and conditions of the proposition are as follows:

a. No reductions or elimination of other taxes or fees is contemplated.



b. Revenues from the increased sales and use tax are to be used for such purposes as provided in §77-27,142 of the Nebraska Statutes, and shall include a municipal aquatics center.

c. The City and the Community Redevelopment Authority of the City of Scottsbluff has entered into an Interlocal Agreement which creates the Scottsbluff Aquatic Center Agency for purposes related to the listed public infrastructure project. The Interlocal Agreement contains provisions, including benchmarks, relating to the long-term development of unified governance of the listed public infrastructure project. None of the revenue from such increased sales and use tax will be transferred to the Scottsbluff Aquatic Center Agency, but shall be used by the City for such purposes which include a municipal aquatics center.

d. The increased sales and use tax shall terminate no more than ten years after the effective date of the increased sales and use tax or, if bonds are issued and the local option sales and use tax revenue is pledged for payment of such bonds, upon payment of such bonds and any refunding bonds, whichever date is later.

2. Electors desiring to vote in favor of or against the proposition shall do so in the manner specified in the ballot form as provided by the Scotts Bluff County Clerk.

3. The general election shall be conducted by the Scotts Bluff County Clerk at polling places established by the County Clerk in each of the City's precincts. The polls shall be open from 7:00 a.m. through 7:00 p.m. on the day of the general election.

4. The following notice required by law shall be published in the Star-Herald, a legal newspaper of general election in the City not more than 30 days nor less than 10 days before the date of the election. The notice shall be in substantially the following form:

### **City of Scottsbluff, Nebraska**

#### **Notice of Election**

Notice is given that at the general election on Tuesday, November 8, 2022, at the usual polling place in each precinct of the City of Scottsbluff, Nebraska, the ballot will include for the electors of the City for their approval or rejection, the following proposition:

[Insert text of proposition from Paragraph 1 of this Resolution in the notice]

The polls will be open from 7:00 a.m. through 7:00 p.m. on the Election Day. Absent, disabled and confined voters' ballots may be obtained from the County Clerk as provided by law. Copies of the proposition may be obtained at the office of the Scottsbluff City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska 69361.

Dated: June 6, 2022.

/s/ City Clerk

5. The City Clerk shall cause a certified copy of this Resolution to be delivered to the Scotts Bluff County Clerk on or before September 1, 2022.
6. Resolution 21-12-03 passed on December 20, 2021 is now repealed.
7. This Resolution shall become effective following its passage and approval.

Passed and Approved on June 6, 2022.

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Mayor

Attest:

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City Clerk

Ms. Starr Lehl, Economic Development Director, approached Council regarding the Economic Development Assistance Agreement with Original Equipment Co. She explained the original Agreement

was approved by Council September 21<sup>st</sup> of 2020. Job credits were accrued from January 2021 through December of 2021 and a payment was due 45 days after that. Because of the worker shortage, however, Original Equipment Co. came to the LB840 Application Committee asking for a modification to their Agreement due to not being able to meet the requirements of fulfilling the credits for 31 jobs. She added language in the modification agreement states a balloon payment to be paid after nine years, but job credits will continue to be reported annually.

Mr. Austin Aulick, came forward and added they are trying to address the worker shortage by reaching out to a larger geographical area by partnering with WYO Tech and Scottsbluff Public Schools. He added rather than make an annual payment for jobs created every year he would like to make up for it in future years; he guarantees at the end of nine years he will have the employees for the job credits. If not he will make the payment of monies owed.

Council Member Colwell made a motion, seconded by Council Lerma to approve the Amendment to Economic Development Assistance Agreement with Original Equipment Co. and authorize the Economic Development Program Administrator to sign the Agreement, “YEAS,” Green, Lerma, Scanlan, McKerrigan, and Colwell. “NAYS,” None. Absent: None.

Mayor McKerrigan started discussion regarding generating interest and soliciting applications for the City Manager vacancy. She explained she has requested this item be placed on the agenda and she would like Cami Kite, Human Resources Director, start advertising a job request for the City Manager position to be administered for 45 days. She also noted a recruiting firm would not be utilized and believes this would be enough time to look at applications and then do interviews. The advertising would be done through social media, the City’s web page and the League of Nebraska Municipalities.

Council Member Scanlan made a motion to move forward generating interest and soliciting applications for the City Manager vacancy, administered by the City’s Human Resources Director, for a period of 45 days. This was seconded by Council Member Lerma, “YEAS,” Scanlan, McKerrigan, Lerma, Colwell, and Green. “NAYS,” None. Absent: None.

Under Council Reports, Mayor McKerrigan stated that she, along with Mr. Spencer and Dave Schaff has attended the Town Hall Meetings to generate interest for the Aquatics Center. Council Member Green attended opening day for 23 Club. Mayor McKerrigan also informed those in attendance of the purple lights illuminating the Pathway Bridge to commemorate Elder Abuse Month.

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

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Mayor

Attest:

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City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, June 20, 2022**

**Regular Meeting**

## **Item Consent2**

**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 6/7/2022 - 6/20/2022

Description (Payable)	Account Name	Amount
<b>Vendor: 09702 - AC ELECTRIC MOTOR SERVICE</b>		
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	2,588.95
<b>Fund 631 - WASTEWATER Total:</b>		<b>2,588.95</b>
<b>Vendor 09702 - AC ELECTRIC MOTOR SERVICE Total:</b>		<b>2,588.95</b>
<b>Vendor: 00393 - ACTION COMMUNICATIONS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	164.35
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	203.30
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	122.48
<b>Fund 111 - GENERAL Total:</b>		<b>490.13</b>
<b>Vendor 00393 - ACTION COMMUNICATIONS INC. Total:</b>		<b>490.13</b>
<b>Vendor: 02583 - ADVANCE AUTO PARTS</b>		
<b>Fund: 212 - STREETS</b>		
CABIN AIR FILTER FOR PICKUP	VEHICLE MAINTENANCE	14.34
<b>Fund 212 - STREETS Total:</b>		<b>14.34</b>
<b>Vendor 02583 - ADVANCE AUTO PARTS Total:</b>		<b>14.34</b>
<b>Vendor: 08144 - AE SERVICES, LLC</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT REC	EQUIPMENT MAINTENANCE	2,126.63
<b>Fund 111 - GENERAL Total:</b>		<b>2,126.63</b>
<b>Vendor 08144 - AE SERVICES, LLC Total:</b>		<b>2,126.63</b>
<b>Vendor: 02118 - ANITA'S GREENSCAPING INC</b>		
<b>Fund: 111 - GENERAL</b>		
Equip. Main.	CONTRACTUAL SERVICES	299.00
Equip. Main.	CONTRACTUAL SERVICES	299.00
<b>Fund 111 - GENERAL Total:</b>		<b>598.00</b>
<b>Vendor 02118 - ANITA'S GREENSCAPING INC Total:</b>		<b>598.00</b>
<b>Vendor: 10077 - ASCHENBRENNER ERIN</b>		
<b>Fund: 111 - GENERAL</b>		
Dep. Sup.	DEPARTMENT SUPPLIES	42.02
Dep. Sup.	DEPARTMENT SUPPLIES	10.94
Dep. Sup.	DEPARTMENT SUPPLIES	82.90
<b>Fund 111 - GENERAL Total:</b>		<b>135.86</b>
<b>Vendor 10077 - ASCHENBRENNER ERIN Total:</b>		<b>135.86</b>
<b>Vendor: 05044 - ASSOCIATED SUPPLY CO, INC</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT REC	EQUIPMENT MAINTENANCE	106.80
<b>Fund 111 - GENERAL Total:</b>		<b>106.80</b>
<b>Vendor 05044 - ASSOCIATED SUPPLY CO, INC Total:</b>		<b>106.80</b>
<b>Vendor: 00295 - B &amp; H INVESTMENTS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
Dep. Sup. -LIBRARY	DEPARTMENT SUPPLIES	72.50
BLDG MAINT-PD	BUILDING MAINTENANCE	13.25
BLDG MAINT-PD	BUILDING MAINTENANCE	13.25
Dep. Sup. - LIBRARY	DEPARTMENT SUPPLIES	49.50
BLDG MAINT-PD	BUILDING MAINTENANCE	13.25
BLDG MAINT-PD	BUILDING MAINTENANCE	13.25
<b>Fund 111 - GENERAL Total:</b>		<b>175.00</b>

## Expense Approval Report

Post Dates: 6/7/2022 - 6/20/2022

Description (Payable)	Account Name	Amount
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
CONTRACTUAL SANITATION	CONTRACTUAL SERVICES	27.50
CONTRACTUAL SANITATION	CONTRACTUAL SERVICES	27.50
CONTRACTUAL SANITATION	CONTRACTUAL SERVICES	22.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>77.00</b>
<b>Vendor 00295 - B &amp; H INVESTMENTS, INC Total:</b>		<b>252.00</b>
<b>Vendor: 00271 - B&amp;C STEEL CORPORATION</b>		
<b>Fund: 212 - STREETS</b>		
SIGN SUPP - FLAT BARS	DEPARTMENT SUPPLIES	119.61
<b>Fund 212 - STREETS Total:</b>		<b>119.61</b>
<b>Vendor 00271 - B&amp;C STEEL CORPORATION Total:</b>		<b>119.61</b>
<b>Vendor: 10359 - BEEBE JENNIFER</b>		
<b>Fund: 111 - GENERAL</b>		
LEGAL FEES-PD	LEGAL FEES	23.51
<b>Fund 111 - GENERAL Total:</b>		<b>23.51</b>
<b>Vendor 10359 - BEEBE JENNIFER Total:</b>		<b>23.51</b>
<b>Vendor: 00405 - BLUFFS FACILITY SOLUTIONS</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP RED	DEPARTMENT SUPPLIES	545.76
DEPT SUPP REC	DEPARTMENT SUPPLIES	19.89
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	180.43
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	26.58
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	414.56
DEPT SUPP ADM	DEPARTMENT SUPPLIES	153.50
X-LARGE MEDICAL GLOVES	DEPARTMENT SUPPLIES	228.00
DEPT SUPP REC	DEPARTMENT SUPPLIES	-19.89
<b>Fund 111 - GENERAL Total:</b>		<b>1,548.83</b>
<b>Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:</b>		<b>1,548.83</b>
<b>Vendor: 10240 - BOX BUTTE COUNTY</b>		
<b>Fund: 111 - GENERAL</b>		
LEGAL FEES-PD	LEGAL FEES	6.00
LEGAL FEES-PD	LEGAL FEES	18.50
<b>Fund 111 - GENERAL Total:</b>		<b>24.50</b>
<b>Vendor 10240 - BOX BUTTE COUNTY Total:</b>		<b>24.50</b>
<b>Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT COPIER	EQUIPMENT MAINTENANCE	38.89
<b>Fund 111 - GENERAL Total:</b>		<b>38.89</b>
<b>Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:</b>		<b>38.89</b>
<b>Vendor: 00787 - CASH WA DISTRIBUTING</b>		
<b>Fund: 111 - GENERAL</b>		
CONCESSIONS	CONCESSION SUPPLIES	1,139.15
CONCESSIONS	CONCESSION SUPPLIES	-4.25
<b>Fund 111 - GENERAL Total:</b>		<b>1,134.90</b>
<b>Vendor 00787 - CASH WA DISTRIBUTING Total:</b>		<b>1,134.90</b>
<b>Vendor: 07911 - CELLCO PARTNERSHIP</b>		
<b>Fund: 111 - GENERAL</b>		
TABLETS, IPADS, GRIDSMART, C...	DEPARTMENT SUPPLIES	42.83
TABLETS, IPADS, GRIDSMART, C...	PHONE & INTERNET	20.04
<b>Fund 111 - GENERAL Total:</b>		<b>62.87</b>
<b>Fund: 212 - STREETS</b>		
TABLETS, IPADS, GRIDSMART, C...	PHONE & INTERNET	643.35
<b>Fund 212 - STREETS Total:</b>		<b>643.35</b>

## Expense Approval Report

Post Dates: 6/7/2022 - 6/20/2022

Description (Payable)	Account Name	Amount
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
TABLETS, IPADS, GRIDSMART, C...	PHONE & INTERNET	80.16
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>80.16</b>
<b>Fund: 631 - WASTEWATER</b>		
CELL PHONE - CONTRACTUAL S...	CONTRACTUAL SERVICES	100.03
CELL PHONE - CONTRACTUAL S...	CELLULAR PHONE	42.83
TABLETS, IPADS, GRIDSMART, C...	PHONE & INTERNET	30.06
<b>Fund 631 - WASTEWATER Total:</b>		<b>172.92</b>
<b>Fund: 641 - WATER</b>		
CELL PHONE - CONTRACTUAL S...	CONTRACTUAL SERVICES	60.01
CELL PHONE - CONTRACTUAL S...	CELLULAR PHONE	42.83
TABLETS, IPADS, GRIDSMART, C...	PHONE & INTERNET	30.06
<b>Fund 641 - WATER Total:</b>		<b>132.90</b>
<b>Fund: 721 - GIS SERVICES</b>		
TABLETS, IPADS, GRIDSMART, C...	PHONE & INTERNET	10.02
<b>Fund 721 - GIS SERVICES Total:</b>		<b>10.02</b>
<b>Vendor 07911 - CELLCO PARTNERSHIP Total:</b>		<b>1,102.22</b>
<b>Vendor: 10245 - CEM SALES &amp; SERVICE</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT REC	EQUIPMENT MAINTENANCE	4,144.44
<b>Fund 111 - GENERAL Total:</b>		<b>4,144.44</b>
<b>Vendor 10245 - CEM SALES &amp; SERVICE Total:</b>		<b>4,144.44</b>
<b>Vendor: 00484 - CITY OF GERING</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
DISPOSAL FEES	DISPOSAL FEES	50,634.22
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>50,634.22</b>
<b>Vendor 00484 - CITY OF GERING Total:</b>		<b>50,634.22</b>
<b>Vendor: 00367 - CITY OF SCB</b>		
<b>Fund: 111 - GENERAL</b>		
PETTY CASH	PARK RENTAL FEES	25.00
PETTY CASH	DEPARTMENT SUPPLIES	10.00
<b>Fund 111 - GENERAL Total:</b>		<b>35.00</b>
<b>Fund: 631 - WASTEWATER</b>		
PETTY CASH	LICENSE/PERMITS	59.50
<b>Fund 631 - WASTEWATER Total:</b>		<b>59.50</b>
<b>Vendor 00367 - CITY OF SCB Total:</b>		<b>94.50</b>
<b>Vendor: 01976 - CLARK PRINTING LLC</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	37.19
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	1,569.90
Prgmg.	PROGRAMMING	9.36
<b>Fund 111 - GENERAL Total:</b>		<b>1,616.45</b>
<b>Vendor 01976 - CLARK PRINTING LLC Total:</b>		<b>1,616.45</b>
<b>Vendor: 00706 - COMPUTER CONNECTION INC</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	44.00
<b>Fund 111 - GENERAL Total:</b>		<b>44.00</b>
<b>Vendor 00706 - COMPUTER CONNECTION INC Total:</b>		<b>44.00</b>
<b>Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY</b>		
<b>Fund: 111 - GENERAL</b>		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	80.13
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	71.89
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	58.71
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	63.76
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	60.68

## Expense Approval Report

Post Dates: 6/7/2022 - 6/20/2022

Description (Payable)	Account Name	Amount
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	36.93
Fund 111 - GENERAL Total:		372.10
Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:		372.10
Vendor: 00267 - CONTRACTORS MATERIALS INC.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	18.40
Fund 111 - GENERAL Total:		18.40
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	43.12
Fund 631 - WASTEWATER Total:		43.12
Vendor 00267 - CONTRACTORS MATERIALS INC. Total:		61.52
Vendor: 09824 - CORE & MAIN LP		
Fund: 641 - WATER		
METERS	METERS	4,788.55
DEPT SUP	DEPARTMENT SUPPLIES	353.07
METERS	METERS	4,962.72
Fund 641 - WATER Total:		10,104.34
Vendor 09824 - CORE & MAIN LP Total:		10,104.34
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS		
Fund: 111 - GENERAL		
FEE - MAY 2022	CONSULTING SERVICES	50.00
Fund 111 - GENERAL Total:		50.00
Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:		50.00
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC		
Fund: 212 - STREETS		
ELECT. SUPP - SERVICE COMPRE...	DEPARTMENT SUPPLIES	18.19
Fund 212 - STREETS Total:		18.19
Fund: 631 - WASTEWATER		
ELECTRICAL MAINT	ELECTRICAL MAINTENANCE	135.79
Fund 631 - WASTEWATER Total:		135.79
Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:		153.98
Vendor: 09767 - CROELL INC		
Fund: 212 - STREETS		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	328.50
Fund 212 - STREETS Total:		328.50
Vendor 09767 - CROELL INC Total:		328.50
Vendor: 07421 - DUANE E. WOHLERS		
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL ES	CONTRACTUAL SERVICES	800.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		800.00
Vendor 07421 - DUANE E. WOHLERS Total:		800.00
Vendor: 10279 - EAKES INC		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	232.99
DEPT SUPP ADM	DEPARTMENT SUPPLIES	188.99
DEPT SUPP ADM	DEPARTMENT SUPPLIES	21.98
Dep. Sup.	DEPARTMENT SUPPLIES	15.30
Dep. Sup.	DEPARTMENT SUPPLIES	32.55
Fund 111 - GENERAL Total:		491.81
Vendor 10279 - EAKES INC Total:		491.81



## Expense Approval Report

Post Dates: 6/7/2022 - 6/20/2022

Description (Payable)	Account Name	Amount
<b>Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	186.00
<b>Fund 641 - WATER Total:</b>		<b>186.00</b>
<b>Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:</b>		<b>186.00</b>
<b>Vendor: 02460 - FASTENAL COMPANY</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
DEPT SUPP ES	DEPARTMENT SUPPLIES	11.90
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>11.90</b>
<b>Vendor 02460 - FASTENAL COMPANY Total:</b>		<b>11.90</b>
<b>Vendor: 07574 - FAT BOYS TIRE AND AUTO</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	92.70
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	43.00
<b>Fund 111 - GENERAL Total:</b>		<b>135.70</b>
<b>Vendor 07574 - FAT BOYS TIRE AND AUTO Total:</b>		<b>135.70</b>
<b>Vendor: 00548 - FEDERAL EXPRESS CORPORATION</b>		
<b>Fund: 641 - WATER</b>		
POSTAGE	POSTAGE	201.76
<b>Fund 641 - WATER Total:</b>		<b>201.76</b>
<b>Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:</b>		<b>201.76</b>
<b>Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF</b>		
<b>Fund: 212 - STREETS</b>		
FILTERS FOR SWEEPER	EQUIPMENT MAINTENANCE	130.84
AIR FILTER FOR SWEEPER	EQUIPMENT MAINTENANCE	138.60
<b>Fund 212 - STREETS Total:</b>		<b>269.44</b>
<b>Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:</b>		<b>269.44</b>
<b>Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	220.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES	170.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES	170.00
<b>Fund 111 - GENERAL Total:</b>		<b>560.00</b>
<b>Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:</b>		<b>560.00</b>
<b>Vendor: 00016 - GARTON, LYNN</b>		
<b>Fund: 631 - WASTEWATER</b>		
SCHOOLS & CONF	SCHOOL & CONFERENCE	91.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>91.00</b>
<b>Vendor 00016 - GARTON, LYNN Total:</b>		<b>91.00</b>
<b>Vendor: 04371 - HAWKINS, INC.</b>		
<b>Fund: 641 - WATER</b>		
CHEMICALS	CHEMICALS	2,317.95
CHEMICALS	CHEMICALS	1,544.83
CHEMICALS	CHEMICALS	2,270.56
<b>Fund 641 - WATER Total:</b>		<b>6,133.34</b>
<b>Vendor 04371 - HAWKINS, INC. Total:</b>		<b>6,133.34</b>
<b>Vendor: 00609 - HENNINGS CONSTRUCTION, INC.</b>		
<b>Fund: 661 - STORMWATER</b>		
HILLTOP ESTATES STORM SEWE... STRUCTURES		27,550.00
<b>Fund 661 - STORMWATER Total:</b>		<b>27,550.00</b>
<b>Vendor 00609 - HENNINGS CONSTRUCTION, INC. Total:</b>		<b>27,550.00</b>

## Expense Approval Report

Post Dates: 6/7/2022 - 6/20/2022

Description (Payable)	Account Name	Amount
<b>Vendor: 05667 - HOA SOLUTIONS, INC</b>		
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	400.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>400.00</b>
<b>Vendor 05667 - HOA SOLUTIONS, INC Total:</b>		<b>400.00</b>
<b>Vendor: 05933 - HOWTON, WILLIAM</b>		
<b>Fund: 111 - GENERAL</b>		
POSTAGE-PD	POSTAGE	73.95
<b>Fund 111 - GENERAL Total:</b>		<b>73.95</b>
<b>Vendor 05933 - HOWTON, WILLIAM Total:</b>		<b>73.95</b>
<b>Vendor: 00299 - HULLINGER GLASS &amp; LOCKS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP REC	DEPARTMENT SUPPLIES	8.55
<b>Fund 111 - GENERAL Total:</b>		<b>8.55</b>
<b>Vendor 00299 - HULLINGER GLASS &amp; LOCKS INC. Total:</b>		<b>8.55</b>
<b>Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.</b>		
<b>Fund: 111 - GENERAL</b>		
Jan. Sup.	JANITORIAL SUPPLIES	95.29
<b>Fund 111 - GENERAL Total:</b>		<b>95.29</b>
<b>Fund: 212 - STREETS</b>		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	54.64
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	54.64
<b>Fund 212 - STREETS Total:</b>		<b>109.28</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
CONTRACTUAL ES	CONTRACTUAL SERVICES	123.06
CONTRACUTAL ES	CONTRACTUAL SERVICES	123.06
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>246.12</b>
<b>Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:</b>		<b>450.69</b>
<b>Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARK	GROUNDS MAINTENANCE	19.75
GROUND MAINT PARK	GROUNDS MAINTENANCE	18.82
EQUIP MAINT REC	EQUIPMENT MAINTENANCE	88.69
EQUIP MAINT REC	EQUIPMENT MAINTENANCE	16.38
<b>Fund 111 - GENERAL Total:</b>		<b>143.64</b>
<b>Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:</b>		<b>143.64</b>
<b>Vendor: 09291 - INGRAM LIBRARY SERVICES INC</b>		
<b>Fund: 111 - GENERAL</b>		
Coll.	COLLECTIONS	46.21
Coll.	COLLECTIONS	1,328.80
Coll.	COLLECTIONS	1,283.65
<b>Fund 111 - GENERAL Total:</b>		<b>2,658.66</b>
<b>Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:</b>		<b>2,658.66</b>
<b>Vendor: 08154 - INTERNAL REVENUE SERVICE</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,787.30
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,787.30
WITHHOLDINGS	FICA W/H EE PAYABLE	17,768.26
WITHHOLDINGS	FICA W/H EE PAYABLE	17,768.26
WITHHOLDINGS	FED W/H EE PAYABLE	30,355.86
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>75,466.98</b>
<b>Vendor 08154 - INTERNAL REVENUE SERVICE Total:</b>		<b>75,466.98</b>
<b>Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC</b>		
<b>Fund: 111 - GENERAL</b>		
INTERNET	PHONE & INTERNET	67.95

## Expense Approval Report

Post Dates: 6/7/2022 - 6/20/2022

Description (Payable)	Account Name	Amount
INTERNET	PHONE & INTERNET	67.95
Fund 111 - GENERAL Total:		135.90
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:		135.90
Vendor: 00192 - J G ELLIOTT CO.INC.		
Fund: 111 - GENERAL		
BONDS-PD	BONDING	70.00
Fund 111 - GENERAL Total:		70.00
Vendor 00192 - J G ELLIOTT CO.INC. Total:		70.00
Vendor: 10360 - KAUTZ MASON		
Fund: 631 - WASTEWATER		
SCHOOLS & CONF	SCHOOL & CONFERENCE	91.00
Fund 631 - WASTEWATER Total:		91.00
Vendor 10360 - KAUTZ MASON Total:		91.00
Vendor: 09747 - KNOW HOW LLC		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	9.58
EQUIP MAINT REC	EQUIPMENT MAINTENANCE	85.68
DEPT SUPP PARK	DEPARTMENT SUPPLIES	98.94
DEPT SUPP PARK	DEPARTMENT SUPPLIES	87.28
VEHI MAINT PARK	VEHICLE MAINTENANCE	94.48
Fund 111 - GENERAL Total:		375.96
Fund: 212 - STREETS		
BATTERY FOR PICKUP	VEHICLE MAINTENANCE	144.14
CORE RETURN	VEHICLE MAINTENANCE	-18.00
HOSE CLAMPS FOR PICKUP	VEHICLE MAINTENANCE	4.18
Fund 212 - STREETS Total:		130.32
Fund: 213 - CEMETERY		
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	10.09
Fund 213 - CEMETERY Total:		10.09
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIP MAINT ES	EQUIPMENT MAINTENANCE	22.03
EQUIP MAINT	EQUIPMENT MAINTENANCE	14.43
EQUIP MAINT ES	EQUIPMENT MAINTENANCE	71.90
DEPT SUPP ES	DEPARTMENT SUPPLIES	11.34
EQUIP MAINT	EQUIPMENT MAINTENANCE	16.91
EQUIP MAINT ES	EQUIPMENT MAINTENANCE	40.09
EQUIP MAINT ES	EQUIPMENT MAINTENANCE	2.92
Fund 621 - ENVIRONMENTAL SERVICES Total:		179.62
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	14.43
VEHICLE MAINT	VEHICLE MAINTENANCE	422.68
DEPT SUP	DEPARTMENT SUPPLIES	6.30
EQUIP MAINT	EQUIPMENT MAINTENANCE	16.91
Fund 631 - WASTEWATER Total:		460.32
Vendor 09747 - KNOW HOW LLC Total:		1,156.31
Vendor: 08407 - LANDAUER, INC		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	184.10
Fund 111 - GENERAL Total:		184.10
Vendor 08407 - LANDAUER, INC Total:		184.10
Vendor: 10134 - LEE BHM CORP		
Fund: 111 - GENERAL		
PUBLISHING	LEGAL PUBLICATIONS	15.51
PUBLISHING	LEGAL PUBLICATIONS	257.94
PUBLISHING	LEGAL PUBLICATIONS	48.43

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Description (Payable)	Account Name	Amount
PUBLISHING	RECRUITMENT	575.67
Fund 111 - GENERAL Total:		897.55
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT		
Fund: 111 - GENERAL		
PUBLISHING	PUBLICATIONS	24.28
Fund 224 - ECONOMIC DEVELOPMENT Total:		24.28
Vendor 10134 - LEE BHM CORP Total:		921.83
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	100.00
Fund 111 - GENERAL Total:		100.00
Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:		100.00
Vendor: 10015 - LUIKENS WELL & PUMP SERVICES INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	130.00
Fund 631 - WASTEWATER Total:		130.00
Vendor 10015 - LUIKENS WELL & PUMP SERVICES INC Total:		130.00
Vendor: 08190 - MADISON NATIONAL LIFE		
Fund: 111 - GENERAL		
INSURANCE	DISABILITY INSURANCE	451.69
Fund 111 - GENERAL Total:		451.69
Fund: 713 - CASH & INVESTMENT POOL		
INSURANCE	LIFE INS EE PAYABLE	729.14
INSURANCE	DIS INC INS EE PAYABLE	1,323.52
INSURANCE	LIFE INS ER PAYABLE	758.21
Fund 713 - CASH & INVESTMENT POOL Total:		2,810.87
Vendor 08190 - MADISON NATIONAL LIFE Total:		3,262.56
Vendor: 08578 - MARIO GARCIA		
Fund: 631 - WASTEWATER		
SCHOOLS & CONF	SCHOOL & CONFERENCE	91.00
Fund 631 - WASTEWATER Total:		91.00
Vendor 08578 - MARIO GARCIA Total:		91.00
Vendor: 05099 - MARKETING CONSULTANTS		
Fund: 213 - CEMETERY		
CLOTHING ALLOWANCE	UNIFORMS & CLOTHING	270.00
Fund 213 - CEMETERY Total:		270.00
Vendor 05099 - MARKETING CONSULTANTS Total:		270.00
Vendor: 08317 - MATHESON TRI-GAS INC		
Fund: 212 - STREETS		
WELD. SUPP - CUTTING TIP, CLE...	DEPARTMENT SUPPLIES	52.08
Fund 212 - STREETS Total:		52.08
Fund: 641 - WATER		
RENT MACHINES	RENT-MACHINES	66.18
Fund 641 - WATER Total:		66.18
Vendor 08317 - MATHESON TRI-GAS INC Total:		118.26
Vendor: 07588 - MATTHEW M. HUTT		
Fund: 111 - GENERAL		
CONTR.SERVICES - SANTIAGO L...	CONTRACTUAL SERVICES	450.00
CONTR.SERVICES-CHRISTOPHER...	CONTRACTUAL SERVICES	450.00
Fund 111 - GENERAL Total:		900.00
Vendor 07588 - MATTHEW M. HUTT Total:		900.00
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	4.44
BLDG MAINT PARK	BUILDING MAINTENANCE	100.62

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Description (Payable)	Account Name	Amount
DEPT SUPP PARK	DEPARTMENT SUPPLIES	69.00
GROUND MAINT PARK	GROUNDS MAINTENANCE	30.99
<b>Fund 111 - GENERAL Total:</b>		<b>205.05</b>
<b>Fund: 212 - STREETS</b>		
SUPP - CONDUIT, LUGS, ADPTR,...	DEPARTMENT SUPPLIES	170.14
SUPP - TREATED 4 X 4 - 12', NUT...	DEPARTMENT SUPPLIES	88.16
SUPP - EXTENSION, FEE BIT	DEPARTMENT SUPPLIES	53.96
<b>Fund 212 - STREETS Total:</b>		<b>312.26</b>
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	10.57
<b>Fund 213 - CEMETERY Total:</b>		<b>10.57</b>
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	7.32
<b>Fund 631 - WASTEWATER Total:</b>		<b>7.32</b>
<b>Fund: 641 - WATER</b>		
DEPT SUP WATER	DEPARTMENT SUPPLIES	10.67
EQUIP MAINT WATER	EQUIPMENT MAINTENANCE	48.14
<b>Fund 641 - WATER Total:</b>		<b>58.81</b>
<b>Fund: 661 - STORMWATER</b>		
DEPT SUP	FACILITY REPAIRS	22.68
<b>Fund 661 - STORMWATER Total:</b>		<b>22.68</b>
<b>Vendor 07628 - MENARDS, INC Total:</b>		<b>616.69</b>
<b>Vendor: 02569 - MUNIMETRIX SYSTEMS CORP</b>		
<b>Fund: 111 - GENERAL</b>		
IMAGESILO - MAY 2022	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>
<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	1,800.40
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>1,800.40</b>
<b>Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:</b>		<b>1,800.40</b>
<b>Vendor: 00942 - NE DEPT OF ENVIRONMENTAL QUALITY</b>		
<b>Fund: 631 - WASTEWATER</b>		
SCHOOLS & CONF	SCHOOL & CONFERENCE	150.00
SCHOOLS & CONF	SCHOOL & CONFERENCE	150.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>300.00</b>
<b>Vendor 00942 - NE DEPT OF ENVIRONMENTAL QUALITY Total:</b>		<b>300.00</b>
<b>Vendor: 00797 - NE DEPT OF REVENUE</b>		
<b>Fund: 111 - GENERAL</b>		
LODGING TAX	LEGAL FEES	488.36
<b>Fund 111 - GENERAL Total:</b>		<b>488.36</b>
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
WITHHOLDINGS	STATE W/H EE PAYABLE	22,113.67
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>22,113.67</b>
<b>Vendor 00797 - NE DEPT OF REVENUE Total:</b>		<b>22,602.03</b>
<b>Vendor: 01358 - NE LAW ENFORCEMENT TRAINING CENTER</b>		
<b>Fund: 111 - GENERAL</b>		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	175.00
<b>Fund 111 - GENERAL Total:</b>		<b>175.00</b>
<b>Vendor 01358 - NE LAW ENFORCEMENT TRAINING CENTER Total:</b>		<b>175.00</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 00253 - NEBRASKA RURAL WATER ASSOCIATION</b>		
<b>Fund: 631 - WASTEWATER</b>		
MEMBERSHIPS	MEMBERSHIPS	137.50
<b>Fund 631 - WASTEWATER Total:</b>		<b>137.50</b>
<b>Fund: 641 - WATER</b>		
MEMBERSHIPS	MEMBERSHIPS	137.50
<b>Fund 641 - WATER Total:</b>		<b>137.50</b>
<b>Vendor 00253 - NEBRASKA RURAL WATER ASSOCIATION Total:</b>		<b>275.00</b>
<b>Vendor: 00402 - NEBRASKA MACHINERY CO</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	412.58
EQUIP MAINT	EQUIPMENT MAINTENANCE	51.21
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>463.79</b>
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	412.58
EQUIP MAINT	EQUIPMENT MAINTENANCE	51.20
<b>Fund 631 - WASTEWATER Total:</b>		<b>463.78</b>
<b>Vendor 00402 - NEBRASKA MACHINERY CO Total:</b>		<b>927.57</b>
<b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>		
<b>Fund: 111 - GENERAL</b>		
Electric	ELECTRICITY	295.85
Electric	ELECTRICITY	543.38
Electric	ELECTRICITY	37.04
Electric	ELECTRICITY	90.72
Electric	ELECTRICITY	543.37
Electric	ELECTRICITY	226.81
Electric	ELECTRICITY	2,305.43
Electric	ELECTRICITY	3,451.39
Electric	ELECTRICITY	263.65
Electric	ELECTRICITY	190.17
Electric	STREET LIGHTS	100.40
<b>Fund 111 - GENERAL Total:</b>		<b>8,048.21</b>
<b>Fund: 212 - STREETS</b>		
Electric	ELECTRICITY	633.87
Electric	ELECTRIC POWER	1,460.17
Electric	STREET LIGHTS	26,773.62
<b>Fund 212 - STREETS Total:</b>		<b>28,867.66</b>
<b>Fund: 213 - CEMETERY</b>		
Electric	ELECTRICITY	384.99
<b>Fund 213 - CEMETERY Total:</b>		<b>384.99</b>
<b>Fund: 216 - BUSINESS IMPROVEMENT</b>		
Electric	STREET LIGHTS	85.42
<b>Fund 216 - BUSINESS IMPROVEMENT Total:</b>		<b>85.42</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Electric	ELECTRICITY	548.26
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>548.26</b>
<b>Fund: 631 - WASTEWATER</b>		
Electric	ELECTRICITY	945.59
Electric	ELECTRIC POWER	79.99
<b>Fund 631 - WASTEWATER Total:</b>		<b>1,025.58</b>
<b>Fund: 641 - WATER</b>		
Electric	ELECTRICITY	51.59
Electric	ELECTRIC POWER	352.11
<b>Fund 641 - WATER Total:</b>		<b>403.70</b>
<b>Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:</b>		<b>39,363.82</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 00632 - NEBRASKA RURAL RADIO ASSOCIATION</b>		
<b>Fund: 661 - STORMWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	332.50
Fund 661 - STORMWATER Total:		332.50
Vendor 00632 - NEBRASKA RURAL RADIO ASSOCIATION Total:		332.50
<b>Vendor: 04198 - NEBRASKALAND TIRE, INC</b>		
<b>Fund: 111 - GENERAL</b>		
VEH MAINT-PD	VEHICLE MAINTENANCE	377.32
VEH MAINT-PD	VEHICLE MAINTENANCE	19.99
Fund 111 - GENERAL Total:		397.31
Vendor 04198 - NEBRASKALAND TIRE, INC Total:		397.31
<b>Vendor: 09409 - NETWORKFLEET, INC</b>		
<b>Fund: 212 - STREETS</b>		
GPS SERVICE	DEPARTMENT SUPPLIES	141.52
Fund 212 - STREETS Total:		141.52
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
GPS UNITS	CONTRACTUAL SERVICES	134.33
Fund 621 - ENVIRONMENTAL SERVICES Total:		134.33
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	32.38
Fund 631 - WASTEWATER Total:		32.38
<b>Fund: 641 - WATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	32.38
Fund 641 - WATER Total:		32.38
Vendor 09409 - NETWORKFLEET, INC Total:		340.61
<b>Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARK	GROUNDS MAINTENANCE	61.80
GROUND MAINT PARK	GROUNDS MAINTENANCE	127.48
Fund 111 - GENERAL Total:		189.28
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:		189.28
<b>Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC</b>		
<b>Fund: 111 - GENERAL</b>		
Cont. Svcs.	CONTRACTUAL SERVICES	385.76
Fund 111 - GENERAL Total:		385.76
Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:		385.76
<b>Vendor: 01807 - OREGON TRAIL COMMUNITY FOUNDATION, INC</b>		
<b>Fund: 111 - GENERAL</b>		
OLD WEST BALLOON FEST	COMMUNITY PROGRAMMING	40,000.00
Fund 111 - GENERAL Total:		40,000.00
Vendor 01807 - OREGON TRAIL COMMUNITY FOUNDATION, INC Total:		40,000.00
<b>Vendor: 00187 - PANHANDLE CONCRETE PRODUCTS, INC</b>		
<b>Fund: 661 - STORMWATER</b>		
DEPT SUP	FACILITY REPAIRS	680.00
Fund 661 - STORMWATER Total:		680.00
Vendor 00187 - PANHANDLE CONCRETE PRODUCTS, INC Total:		680.00
<b>Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION</b>		
<b>Fund: 213 - CEMETERY</b>		
OTHER FUEL	GASOLINE	1,119.51
OTHER FUEL	OTHER FUEL	981.75
Fund 213 - CEMETERY Total:		2,101.26
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
OTHER FUEL	OTHER FUEL	45.77
OTHER FUEL ES	OTHER FUEL	26.53

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Description (Payable)	Account Name	Amount
OTHER FUEL	OTHER FUEL	47.00
EQUIP MAINT ES	EQUIPMENT MAINTENANCE	245.56
CONTRACTUAL SVC	DEPARTMENT SUPPLIES	222.77
FUEL	OTHER FUEL	2,091.00
FUEL	CONTRACTUAL SERVICES	32.50
FUEL	HEATING FUEL	156.95
OTHER FUEL CREDIT	OTHER FUEL	-96.84
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>2,771.24</b>
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	DEPARTMENT SUPPLIES	222.76
FUEL	OTHER FUEL	2,091.00
FUEL	CONTRACTUAL SERVICES	32.50
FUEL	HEATING FUEL	156.95
FUEL	GASOLINE	384.03
FUEL	OTHER FUEL	514.21
FUEL	HEATING FUEL	119.32
<b>Fund 631 - WASTEWATER Total:</b>		<b>3,520.77</b>
<b>Fund: 641 - WATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	4,070.27
FUEL	HEATING FUEL	119.32
<b>Fund 641 - WATER Total:</b>		<b>4,189.59</b>
<b>Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:</b>		<b>12,582.86</b>
<b>Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	100.00
SAMPLES	SAMPLES	75.00
<b>Fund 641 - WATER Total:</b>		<b>175.00</b>
<b>Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:</b>		<b>175.00</b>
<b>Vendor: 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC</b>		
<b>Fund: 111 - GENERAL</b>		
CONCESSIONS	CONCESSION SUPPLIES	421.28
CONCESSIONS	CONCESSION SUPPLIES	50.80
CONCESSIONS	CONCESSION SUPPLIES	-125.00
<b>Fund 111 - GENERAL Total:</b>		<b>347.08</b>
<b>Vendor 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC Total:</b>		<b>347.08</b>
<b>Vendor: 01276 - PLATTE VALLEY BANK</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	10,022.82
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>10,022.82</b>
<b>Vendor 01276 - PLATTE VALLEY BANK Total:</b>		<b>10,022.82</b>
<b>Vendor: 10341 - POMPS TIRE SERVICE INC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
VEH MAINT ES	VEHICLE MAINTENANCE	2,183.12
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>2,183.12</b>
<b>Vendor 10341 - POMPS TIRE SERVICE INC Total:</b>		<b>2,183.12</b>
<b>Vendor: 00796 - POWERPLAN</b>		
<b>Fund: 212 - STREETS</b>		
FILTERS FOR SWEEPER	EQUIPMENT MAINTENANCE	132.47
<b>Fund 212 - STREETS Total:</b>		<b>132.47</b>
<b>Vendor 00796 - POWERPLAN Total:</b>		<b>132.47</b>
<b>Vendor: 09744 - PT HOSE AND BEARING</b>		
<b>Fund: 212 - STREETS</b>		
SOLENOID FOR PICKUP	VEHICLE MAINTENANCE	35.70



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Description (Payable)	Account Name	Amount
HOSE & FITTINGS FOR LOADER	EQUIPMENT MAINTENANCE	119.65
Fund 212 - STREETS Total:		155.35
Vendor 09744 - PT HOSE AND BEARING Total:		155.35
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	54.77
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	54.78
Fund 111 - GENERAL Total:		109.55
Vendor 00266 - QUILL CORPORATION Total:		109.55
Vendor: 06780 - RAILROAD MANAGEMENT CO III, LLC		
Fund: 212 - STREETS		
POWER LINE CROSSING	DEPARTMENT SUPPLIES	313.34
Fund 212 - STREETS Total:		313.34
Vendor 06780 - RAILROAD MANAGEMENT CO III, LLC Total:		313.34
Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	4,855.32
Fund 111 - GENERAL Total:		4,855.32
Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:		4,855.32
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	180.30
CLAIMS	CLAIMS EXPENSE	26,691.30
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	119.70
Fund 812 - HEALTH INSURANCE Total:		26,991.30
Vendor 04089 - REGIONAL CARE INC Total:		26,991.30
Vendor: 10233 - REZPLOT SYSTEM LLC		
Fund: 111 - GENERAL		
CONTRACTUAL PARK	CONTRACTUAL SERVICES	366.00
Fund 111 - GENERAL Total:		366.00
Vendor 10233 - REZPLOT SYSTEM LLC Total:		366.00
Vendor: 02098 - RJ THOMAS MFG CO, INC		
Fund: 223 - KENO		
GROUND MAINT PARK	DEPARTMENT SUPPLIES	4,999.80
Fund 223 - KENO Total:		4,999.80
Vendor 02098 - RJ THOMAS MFG CO, INC Total:		4,999.80
Vendor: 10235 - RUSSEL'S AUTOMOTIVE		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	175.86
VEH MAINT-PD	VEHICLE MAINTENANCE	157.44
VEH MAINT-PD	VEHICLE MAINTENANCE	558.18
Fund 111 - GENERAL Total:		891.48
Vendor 10235 - RUSSEL'S AUTOMOTIVE Total:		891.48
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	164.77
Fund 713 - CASH & INVESTMENT POOL Total:		164.77
Vendor 00026 - S M E C Total:		164.77
Vendor: 00257 - SANDBERG IMPLEMENT, INC		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	422.17
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	7.38
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	41.65

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Description (Payable)	Account Name	Amount
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	-19.88
Fund 111 - GENERAL Total:		451.32
Fund: 212 - STREETS		
SUPPLIES	DEPARTMENT SUPPLIES	1.73
Fund 212 - STREETS Total:		1.73
Vendor 00257 - SANDBERG IMPLEMENT, INC Total:		453.05
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	300.00
Fund 713 - CASH & INVESTMENT POOL Total:		300.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:		300.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	261.00
Fund 111 - GENERAL Total:		261.00
Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:		261.00
Vendor: 10294 - SCOTTSBLUFF KIWANIS		
Fund: 111 - GENERAL		
Mbrshps.	MEMBERSHIPS	60.00
Fund 111 - GENERAL Total:		60.00
Vendor 10294 - SCOTTSBLUFF KIWANIS Total:		60.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	936.00
Fund 713 - CASH & INVESTMENT POOL Total:		936.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		936.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	312.00
DEPT SUPP REC	UNIFORMS & CLOTHING	1,203.00
DEPT SUPP REC	UNIFORMS & CLOTHING	78.00
Fund 111 - GENERAL Total:		1,593.00
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:		1,593.00
Vendor: 00684 - SHERIFF'S OFFICE		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	16.62
LEGAL FEES-PD	LEGAL FEES	16.62
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	21.54
LEGAL FEES-PD	LEGAL FEES	20.36
LEGAL FEES-PD	LEGAL FEES	9.00
Fund 111 - GENERAL Total:		93.14
Vendor 00684 - SHERIFF'S OFFICE Total:		93.14
Vendor: 00786 - SHERWIN WILLIAMS		
Fund: 212 - STREETS		
YELLOW LATEX PAINT FOR STRIP..STREET REPAIR SUPPLIES		1,225.00
Fund 212 - STREETS Total:		1,225.00
Vendor 00786 - SHERWIN WILLIAMS Total:		1,225.00
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	4,167.18
CONTRACTUAL	CONTRACTUAL SERVICES	6,264.61
CONTRACTUAL	CONTRACTUAL SERVICES	2,146.50
Fund 111 - GENERAL Total:		12,578.29

## Expense Approval Report

Post Dates: 6/7/2022 - 6/20/2022

Description (Payable)	Account Name	Amount
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	525.90
CONTRACTUAL	CONTRACTUAL SERVICES	315.00
CONTRACTUAL	CONTRACTUAL SERVICES	90.00
<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>		<b>930.90</b>
<b>Fund: 321 - CRA</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	1,625.00
CONTRACTUAL	CONTRACTUAL SERVICES	420.00
<b>Fund 321 - CRA Total:</b>		<b>2,045.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	472.50
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>472.50</b>
<b>Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:</b>		<b>16,026.69</b>
<b>Vendor: 01031 - SIMON CONTRACTORS</b>		
<b>Fund: 212 - STREETS</b>		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	333.00
RECYCLED BASE GRAVEL	STREET REPAIR SUPPLIES	261.97
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	205.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	922.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	493.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	461.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	662.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	305.00
<b>Fund 212 - STREETS Total:</b>		<b>3,643.97</b>
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	175.14
<b>Fund 213 - CEMETERY Total:</b>		<b>175.14</b>
<b>Vendor 01031 - SIMON CONTRACTORS Total:</b>		<b>3,819.11</b>
<b>Vendor: 00513 - SNELL SERVICES INC.</b>		
<b>Fund: 111 - GENERAL</b>		
ELECTRICAL	ELECTRICAL MAINTENANCE	14,473.72
GROUND MAINT PARK	ELECTRICAL MAINTENANCE	80.00
GROUND MAINT PARK	ELECTRICAL MAINTENANCE	1,152.00
<b>Fund 111 - GENERAL Total:</b>		<b>15,705.72</b>
<b>Vendor 00513 - SNELL SERVICES INC. Total:</b>		<b>15,705.72</b>
<b>Vendor: 09663 - SOUNDSLEEPER SECURITY INC.</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	14.95
<b>Fund 111 - GENERAL Total:</b>		<b>14.95</b>
<b>Fund: 212 - STREETS</b>		
MAIN. SERVICE PACKAGE ON S...	EQUIPMENT MAINTENANCE	1,600.00
<b>Fund 212 - STREETS Total:</b>		<b>1,600.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
CONTRACTUAL ES	CONTRACTUAL SERVICES	800.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	350.00
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>1,150.00</b>
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	350.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>350.00</b>
<b>Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:</b>		<b>3,114.95</b>
<b>Vendor: 00428 - STATE FIRE MARSHALL</b>		
<b>Fund: 111 - GENERAL</b>		
HAZMAT OPERATIONS CERTIFI...	SCHOOL & CONFERENCE	50.00
<b>Fund 111 - GENERAL Total:</b>		<b>50.00</b>
<b>Vendor 00428 - STATE FIRE MARSHALL Total:</b>		<b>50.00</b>

## Expense Approval Report

Post Dates: 6/7/2022 - 6/20/2022

Description (Payable)	Account Name	Amount
<b>Vendor: 01325 - THE PEAVEY CORP</b>		
<b>Fund: 111 - GENERAL</b>		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	123.88
<b>Fund 111 - GENERAL Total:</b>		<b>123.88</b>
<b>Vendor 01325 - THE PEAVEY CORP Total:</b>		<b>123.88</b>
<b>Vendor: 09865 - UNION BANK &amp; TRUST</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
RETIREMENT	REGULAR RETIRE EE PAY	8,600.81
RETIREMENT	REGULAR RETIRE EE PAY	9,494.85
RETIREMENT	DEFERRED COMP EE PAY	1,716.83
RETIREMENT	DEFERRED COMP EE PAY	579.64
RETIREMENT	DEFERRED COMP EE PAY	1,240.00
RETIREMENT	RETIRE FIRE EE PAYABLE	5,846.57
RETIREMENT	RETIRE FIRE EE PAYABLE	3,088.29
RETIREMENT	RETIRE POLICE EE PAY	7,204.47
RETIREMENT	RETIRE POLICE EE PAY	7,957.24
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>45,728.70</b>
<b>Vendor 09865 - UNION BANK &amp; TRUST Total:</b>		<b>45,728.70</b>
<b>Vendor: 09412 - US COMPOSTING COUNCIL</b>		
<b>Fund: 631 - WASTEWATER</b>		
MEMBERSHIPS	MEMBERSHIPS	450.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>450.00</b>
<b>Vendor 09412 - US COMPOSTING COUNCIL Total:</b>		<b>450.00</b>
<b>Vendor: 09448 - VERIZON WIRELESS-LERT B</b>		
<b>Fund: 111 - GENERAL</b>		
CONSULTING-PD	CONSULTING SERVICES	60.00
<b>Fund 111 - GENERAL Total:</b>		<b>60.00</b>
<b>Vendor 09448 - VERIZON WIRELESS-LERT B Total:</b>		<b>60.00</b>
<b>Vendor: 04529 - W &amp; R INC</b>		
<b>Fund: 111 - GENERAL</b>		
BLDG MAINT-PD	BUILDING MAINTENANCE	227.41
BLDG MAINT-PD	BUILDING MAINTENANCE	227.42
<b>Fund 111 - GENERAL Total:</b>		<b>454.83</b>
<b>Vendor 04529 - W &amp; R INC Total:</b>		<b>454.83</b>
<b>Vendor: 04965 - WATER ENVIRONMENT FEDERATION</b>		
<b>Fund: 631 - WASTEWATER</b>		
MEMBERSHIPS	MEMBERSHIPS	85.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>85.00</b>
<b>Vendor 04965 - WATER ENVIRONMENT FEDERATION Total:</b>		<b>85.00</b>
<b>Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACT SERVICES - TESTING	CONTRACTUAL SERVICES	438.75
<b>Fund 111 - GENERAL Total:</b>		<b>438.75</b>
<b>Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:</b>		<b>438.75</b>
<b>Vendor: 10221 - WEX BANK</b>		
<b>Fund: 111 - GENERAL</b>		
MAY GASOLINE	GASOLINE	172.34
GASOLINE-PD	GASOLINE	6,370.96
FUEL	GASOLINE	1,666.69
FUEL	OTHER FUEL	2,871.98
FUEL CREDIT	GASOLINE	-290.71
<b>Fund 111 - GENERAL Total:</b>		<b>10,791.26</b>
<b>Fund: 212 - STREETS</b>		
UNLEADED GASOLINE	GASOLINE	1,693.80

## Expense Approval Report

Post Dates: 6/7/2022 - 6/20/2022

Description (Payable)	Account Name	Amount
UNLEADED GASOLINE	OTHER FUEL	1,682.19
Fund 212 - STREETS Total:		3,375.99
Fund: 224 - ECONOMIC DEVELOPMENT		
SCHOOL & CONF ED	SCHOOL & CONFERENCE	56.78
SCHOOL & CONF ED	SCHOOL & CONFERENCE	39.61
SCHOOL & CONF ED	SCHOOL & CONFERENCE	46.17
Fund 224 - ECONOMIC DEVELOPMENT Total:		142.56
Fund: 621 - ENVIRONMENTAL SERVICES		
FUEL	GASOLINE	262.58
FUEL	OTHER FUEL	11,298.29
FUEL	GASOLINE	34.19
Fund 621 - ENVIRONMENTAL SERVICES Total:		11,595.06
Fund: 631 - WASTEWATER		
FUEL	GASOLINE	34.19
FUEL	GASOLINE	726.05
FUEL	OTHER FUEL	1,378.32
Fund 631 - WASTEWATER Total:		2,138.56
Fund: 641 - WATER		
FUEL	GASOLINE	1,415.61
FUEL	OTHER FUEL	144.97
Fund 641 - WATER Total:		1,560.58
Vendor 10221 - WEX BANK Total:		29,604.01
Vendor: 10128 - WINCAN LLC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	6,345.60
Fund 631 - WASTEWATER Total:		6,345.60
Vendor 10128 - WINCAN LLC Total:		6,345.60
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT		
Fund: 713 - CASH & INVESTMENT POOL		
CHILD SUPPORT	CHILD SUPPORT EE PAY	738.08
Fund 713 - CASH & INVESTMENT POOL Total:		738.08
Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:		738.08
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE		
Fund: 713 - CASH & INVESTMENT POOL		
YMCA	YMCA PAY EE	841.00
Fund 713 - CASH & INVESTMENT POOL Total:		841.00
Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:		841.00
Grand Total:		502,197.33

## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	119,203.64	451.69
212 - STREETS	41,454.40	0.00
213 - CEMETERY	2,952.05	0.00
216 - BUSINESS IMPROVEMENT	85.42	0.00
223 - KENO	4,999.80	0.00
224 - ECONOMIC DEVELOPMENT	1,097.74	0.00
321 - CRA	2,045.00	0.00
621 - ENVIRONMENTAL SERVICES	71,347.32	0.00
631 - WASTEWATER	19,120.09	0.00
641 - WATER	23,382.08	0.00
661 - STORMWATER	28,585.18	0.00
713 - CASH & INVESTMENT POOL	160,923.29	160,923.29
721 - GIS SERVICES	10.02	0.00
812 - HEALTH INSURANCE	26,991.30	26,991.30
<b>Grand Total:</b>	<b>502,197.33</b>	<b>188,366.28</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-42206-171	PARK RENTAL FEES	25.00	0.00
111-51281-142	DISABILITY INSURANCE	451.69	451.69
111-52111-111	DEPARTMENT SUPPLIES	607.46	0.00
111-52111-121	DEPARTMENT SUPPLIES	37.19	0.00
111-52111-141	DEPARTMENT SUPPLIES	282.77	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,624.68	0.00
111-52111-151	DEPARTMENT SUPPLIES	305.71	0.00
111-52111-171	DEPARTMENT SUPPLIES	320.89	0.00
111-52111-172	DEPARTMENT SUPPLIES	554.31	0.00
111-52114-172	CONCESSION SUPPLIES	1,481.98	0.00
111-52121-151	JANITORIAL SUPPLIES	95.29	0.00
111-52121-171	JANITORIAL SUPPLIES	621.57	0.00
111-52163-142	INVESTIGATIVE EXPENSES	123.88	0.00
111-52181-142	UNIFORMS & CLOTHING	312.00	0.00
111-52181-172	UNIFORMS & CLOTHING	1,281.00	0.00
111-52222-151	COLLECTIONS	2,658.66	0.00
111-52223-151	PROGRAMMING	9.36	0.00
111-52311-151	MEMBERSHIPS	60.00	0.00
111-52411-142	POSTAGE	73.95	0.00
111-52511-141	GASOLINE	172.34	0.00
111-52511-142	GASOLINE	6,080.25	0.00
111-52511-171	GASOLINE	1,666.69	0.00
111-52521-171	OTHER FUEL	2,871.98	0.00
111-53111-112	CONTRACTUAL SERVICES	1,338.75	0.00
111-53111-114	CONTRACTUAL SERVICES	6,264.61	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-142	CONTRACTUAL SERVICES	6,932.63	0.00
111-53111-151	CONTRACTUAL SERVICES	983.76	0.00
111-53111-171	CONTRACTUAL SERVICES	366.00	0.00
111-53121-112	CONSULTING SERVICES	50.00	0.00
111-53121-142	CONSULTING SERVICES	160.00	0.00
111-53161-112	LEGAL PUBLICATIONS	15.51	0.00
111-53161-115	LEGAL PUBLICATIONS	257.94	0.00
111-53161-171	LEGAL PUBLICATIONS	48.43	0.00
111-53211-142	LEGAL FEES	402.15	0.00
111-53211-171	LEGAL FEES	488.36	0.00
111-53421-141	BUILDING MAINTENANCE	253.91	0.00
111-53421-142	BUILDING MAINTENANCE	253.92	0.00
111-53421-171	BUILDING MAINTENANCE	100.62	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53431-171	ELECTRICAL MAINTENAN...	15,705.72	0.00
111-53441-111	EQUIPMENT MAINTENAN...	38.89	0.00
111-53441-142	EQUIPMENT MAINTENAN...	674.23	0.00
111-53441-171	EQUIPMENT MAINTENAN...	596.60	0.00
111-53441-172	EQUIPMENT MAINTENAN...	6,568.62	0.00
111-53451-142	VEHICLE MAINTENANCE	1,288.79	0.00
111-53451-171	VEHICLE MAINTENANCE	94.48	0.00
111-53471-171	GROUND MAINTENANCE	5,114.16	0.00
111-53511-111	ELECTRICITY	295.85	0.00
111-53511-141	ELECTRICITY	580.42	0.00
111-53511-142	ELECTRICITY	634.09	0.00
111-53511-143	ELECTRICITY	226.81	0.00
111-53511-151	ELECTRICITY	2,305.43	0.00
111-53511-171	ELECTRICITY	3,715.04	0.00
111-53511-172	ELECTRICITY	190.17	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-121	PHONE & INTERNET	20.04	0.00
111-53561-171	PHONE & INTERNET	67.95	0.00
111-53561-172	PHONE & INTERNET	67.95	0.00
111-53711-141	SCHOOL & CONFERENCE	50.00	0.00
111-53711-142	SCHOOL & CONFERENCE	547.10	0.00
111-53752-114	COMMUNITY PROGRAMM...	40,000.00	0.00
111-53811-142	BONDING	70.00	0.00
111-53913-112	RECRUITMENT	575.67	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,068.01	0.00
212-52171-212	STREET REPAIR SUPPLIES	1,486.97	0.00
212-52511-212	GASOLINE	1,693.80	0.00
212-52521-212	OTHER FUEL	1,682.19	0.00
212-53441-212	EQUIPMENT MAINTENAN...	2,121.56	0.00
212-53451-212	VEHICLE MAINTENANCE	180.36	0.00
212-53491-212	STREET MAINTENANCE	3,710.50	0.00
212-53511-212	ELECTRICITY	633.87	0.00
212-53531-212	ELECTRIC POWER	1,460.17	0.00
212-53551-212	STREET LIGHTS	26,773.62	0.00
212-53561-212	PHONE & INTERNET	643.35	0.00
213-52111-213	DEPARTMENT SUPPLIES	185.71	0.00
213-52181-213	UNIFORMS & CLOTHING	270.00	0.00
213-52511-213	GASOLINE	1,119.51	0.00
213-52521-213	OTHER FUEL	981.75	0.00
213-53441-213	EQUIPMENT MAINTENAN...	10.09	0.00
213-53511-213	ELECTRICITY	384.99	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
223-52111-171	DEPARTMENT SUPPLIES	4,999.80	0.00
224-52211-114	PUBLICATIONS	24.28	0.00
224-53111-114	CONTRACTUAL SERVICES	930.90	0.00
224-53711-113	SCHOOL & CONFERENCE	142.56	0.00
321-53111-111	CONTRACTUAL SERVICES	2,045.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	246.01	0.00
621-52511-621	GASOLINE	296.77	0.00
621-52521-621	OTHER FUEL	13,411.75	0.00
621-53111-621	CONTRACTUAL SERVICES	2,912.45	0.00
621-53193-621	DISPOSAL FEES	50,634.22	0.00
621-53441-621	EQUIPMENT MAINTENAN...	877.63	0.00
621-53451-621	VEHICLE MAINTENANCE	2,183.12	0.00
621-53511-621	ELECTRICITY	548.26	0.00
621-53521-621	HEATING FUEL	156.95	0.00
621-53561-621	PHONE & INTERNET	80.16	0.00
631-52111-631	DEPARTMENT SUPPLIES	279.50	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
631-52311-631	MEMBERSHIPS	672.50	0.00
631-52511-631	GASOLINE	1,144.27	0.00
631-52521-631	OTHER FUEL	3,983.53	0.00
631-53111-631	CONTRACTUAL SERVICES	6,860.51	0.00
631-53431-631	ELECTRICAL MAINTENAN...	135.79	0.00
631-53441-631	EQUIPMENT MAINTENAN...	3,614.07	0.00
631-53451-631	VEHICLE MAINTENANCE	422.68	0.00
631-53511-631	ELECTRICITY	945.59	0.00
631-53521-631	HEATING FUEL	276.27	0.00
631-53531-631	ELECTRIC POWER	79.99	0.00
631-53561-631	PHONE & INTERNET	30.06	0.00
631-53571-631	CELLULAR PHONE	42.83	0.00
631-53711-631	SCHOOL & CONFERENCE	573.00	0.00
631-59211-631	LICENSE/PERMITS	59.50	0.00
641-52111-641	DEPARTMENT SUPPLIES	363.74	0.00
641-52116-641	METERS	9,751.27	0.00
641-52117-641	SAMPLES	361.00	0.00
641-52311-641	MEMBERSHIPS	137.50	0.00
641-52411-641	POSTAGE	201.76	0.00
641-52511-641	GASOLINE	1,415.61	0.00
641-52521-641	OTHER FUEL	144.97	0.00
641-52611-641	CHEMICALS	6,133.34	0.00
641-53111-641	CONTRACTUAL SERVICES	4,162.66	0.00
641-53441-641	EQUIPMENT MAINTENAN...	48.14	0.00
641-53511-641	ELECTRICITY	51.59	0.00
641-53521-641	HEATING FUEL	119.32	0.00
641-53531-641	ELECTRIC POWER	352.11	0.00
641-53561-641	PHONE & INTERNET	30.06	0.00
641-53571-641	CELLULAR PHONE	42.83	0.00
641-53631-641	RENT-MACHINES	66.18	0.00
661-53111-661	CONTRACTUAL SERVICES	332.50	0.00
661-53461-661	FACILITY REPAIRS	702.68	0.00
661-54311-661	STRUCTURES	27,550.00	0.00
713-21512	MEDICARE W/H EE PAYAB...	9,574.60	9,574.60
713-21513	FICA W/H EE PAYABLE	35,536.52	35,536.52
713-21514	FED W/H EE PAYABLE	30,355.86	30,355.86
713-21515	STATE W/H EE PAYABLE	22,113.67	22,113.67
713-21517	POL UNION DUES EE PAY	936.00	936.00
713-21518	FIRE UNION DUES EE PAY	300.00	300.00
713-21523	LIFE INS EE PAYABLE	729.14	729.14
713-21524	SMEC EE PAYABLE	164.77	164.77
713-21528	REGULAR RETIRE EE PAY	18,095.66	18,095.66
713-21529	DEFERRED COMP EE PAY	3,536.47	3,536.47
713-21531	RETIRE FIRE EE PAYABLE	8,934.86	8,934.86
713-21533	RETIRE POLICE EE PAY	15,161.71	15,161.71
713-21534	DIS INC INS EE PAYABLE	1,323.52	1,323.52
713-21539	CHILD SUPPORT EE PAY	2,538.48	2,538.48
713-21540	YMCA PAY EE	841.00	841.00
713-21541	HSA EE PAYABLE	10,022.82	10,022.82
713-21723	LIFE INS ER PAYABLE	758.21	758.21
721-53561-721	PHONE & INTERNET	10.02	0.00
812-53862-112	CLAIMS EXPENSE	26,691.30	26,691.30
812-53863-112	FLEXIBLE BENFT EXPENSES	300.00	300.00
Grand Total:		502,197.33	188,366.28

## Project Account Summary

Project Account Key	Expense Amount	Payment Amount
**None**	501,864.83	188,366.28



**Project Account Summary**

Project Account Key	Expense Amount	Payment Amount
6002053111	332.50	0.00
<b>Grand Total:</b>	<b>502,197.33</b>	<b>188,366.28</b>

## UTILITY REFUNDS 6-20-22

Account #	Contact	Service Address	Refund Amount
<u>015-6173-05</u>	VAINEY ZITTERKOPH	535 W 40TH ST SCOTTSBLUFF NE 69361	10.19
<u>020-5195-04</u>	JEWELL L MATHIS	2509 AVE G SCOTTSBLUFF NE 69361	8.26
<u>015-6229-11</u>	NAKALYN GARNER	547 W 40TH ST SCOTTSBLUFF NE 69361	14.47
<u>045-5302-10</u>	VANESSA MORENO	1614 12TH AVE SCOTTSBLUFF NE 69361	218.08
<u>055-3229-09</u>	HAILEY FERRETTI	1318 7TH AVE SCOTTSBLUFF NE 69361	87.17
<u>055-3417-23</u>	EVANGELINA TORRES	707 E 17TH ST SCOTTSBLUFF NE 69361	87.17
6			\$425.34

# **City of Scottsbluff, Nebraska**

**Monday, June 20, 2022**

**Regular Meeting**

## **Item Fin Rep1**

**Council to receive the May 2022 Financial Report.**

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

**City of Scottsbluff**  
**FUND EQUITY IN CASH - YEAR TO DATE**  
**FOR THE EIGHT MONTHS ENDED MAY 31, 2022 AND 2021**

Fund	Fund #	MAY 31, 2021 NET CHANGE IN CASH	MAY 31, 2022 NET CHANGE IN CASH	
General	111	\$ (726,239.05)	\$ 408,199.01	
Regional Library	211	804.58	(44,625.85)	LED LIGHT REPLACEMENT PROJECT - LIBRARY
Transportation	212	(28,873.06)	(1,641,441.73)	BOND PMT (42ND ST), AVE B MILL & OVERLAY, CASH TRANSFER TO CENTRAL GARAGE
Cemetery	213	23,309.10	(6,482.54)	OPERATIONS
Cemetery Perp Care	214	(43,611.55)	(33,726.41)	TRANSFER OUT TO CEMETERY OPERATING
Special Projects	215	(321,019.93)	(223,738.95)	RBOT REMITTED TO MALL OWNER/HAIL INS REPAIRS
Business Improvement	216	22,171.07	17,503.72	
Public Safety	218	(75,512.48)	42,144.63	
Scb Industrial Sites	219	467.28	(289.04)	
Keno	223	1,531.24	37,638.95	
Economic Development	224	(699,398.25)	(194,354.01)	LB840 LOANS & GRANTS
Mutual Fire Organization	225	67,822.73	27,487.82	
Debt Service	311	5,709.39	799,742.13	
TIF	321	16,322.51	230,812.80	
CDBG	411	267.35	(130.66)	
Leasing Corporation	412	57.83	(28.44)	
Capital Projects	511	22,089.57	82,816.88	
Environmental Services	621	340,986.71	127,698.17	
Wastewater	631	(195,955.86)	325,960.20	
Water	641	532,872.66	317,900.15	
Electric	651	16,136.04	(6,069.76)	
Stormwater	661	3,571.00	(26,601.22)	BOND PAYMENT (42ND STR)
GIS	721	(29,531.88)	(29,122.36)	ANNUAL SOFTWARE SUPPORT
Central Garage	725	(1,526.89)	476,452.81	TRANSFER IN FROM ENVIRO SVC AND STREETS
Unemployment Comp	811	742.64	(280.42)	
Health Insurance	812	468,921.68	132,550.61	
<b>TOTAL</b>		<b>\$ (597,885.57)</b>	<b>\$ 820,016.49</b>	

# City of Scottsbluff

## Fund Equity in Cash

May 31, 2022

Fund	Fund #	2 YRS PRIOR May 31, 2020	PRIOR YEAR May 31, 2021	PRIOR MONTH April 30, 2022	CURRENT MONTH May 31, 2022	MONTHLY CHANGE IN CASH	
General	111	\$ 8,004,311.07	\$ 7,931,265.76	\$ 8,166,860.17	\$ 8,353,408.13	\$ 186,547.96	
Regional Library	211	53,491.02	56,847.33	20,509.04	14,738.61	\$ (5,770.43)	LED Lighting project @ Library
Transportation	212	3,678,406.36	3,886,963.87	1,966,790.03	2,146,278.00	\$ 179,487.97	
Cemetery	213	74,460.77	142,769.06	247,991.88	238,346.73	\$ (9,645.15)	Operations
Cemetery Perp Care	214	771,164.85	730,747.83	579,323.84	592,590.25	\$ 13,266.41	
Special Projects	215	1,257,477.59	764,416.47	1,764,389.90	1,774,318.85	\$ 9,928.95	
Business Improvement	216	263,259.23	293,428.84	300,694.34	315,157.84	\$ 14,463.50	
Public Safety	217	441,197.23	325,141.67	349,288.13	395,782.60	\$ 46,494.47	
Scb Industrial Sites	218	70,817.28	71,542.58	71,410.34	71,461.60	\$ 51.26	
Keno	222	170,013.54	175,864.62	220,987.37	228,673.42	\$ 7,686.05	
Economic Development	223	4,282,816.06	2,312,489.69	1,828,998.07	1,925,215.95	\$ 96,217.88	
Mutual Fire Organization	224	431,757.33	499,980.45	517,419.18	517,790.56	\$ 371.38	
Debt Service	311	3,656,848.87	3,281,069.38	4,155,869.15	4,463,698.86	\$ 307,829.71	
TIF	321	309,574.16	336,673.43	307,946.42	438,458.01	\$ 130,511.59	
CDBG	411	32,094.09	32,478.38	32,418.91	32,442.18	\$ 23.27	
Leasing Corporation	412	6,983.65	7,066.92	7,053.97	7,059.03	\$ 5.06	
Capital Projects	511	81,471.23	125,947.09	147,833.67	168,248.07	\$ 20,414.40	
Environmental Services	621	2,949,960.62	3,565,676.09	3,296,877.21	3,404,780.48	\$ 107,903.27	
Wastewater	631	3,248,738.02	3,020,011.56	2,853,849.74	2,951,871.84	\$ 98,022.10	
Water	641	2,683,593.28	3,689,668.20	4,492,516.68	4,565,174.11	\$ 72,657.43	
Electric	651	1,496,013.47	1,517,600.03	1,514,856.36	1,515,943.65	\$ 1,087.29	
Stormwater	661	582,787.74	618,292.27	632,176.10	637,244.28	\$ 5,068.18	
GIS	721	92,430.08	92,890.96	69,881.38	65,456.91	\$ (4,424.47)	
Central Garage	725	(505,861.04)	(525,546.45)	0.01	0.01	\$ -	
Unemployment Comp	811	69,819.73	70,105.48	69,978.70	70,028.93	\$ 50.23	
Health Insurance	812	2,778,510.31	3,134,720.80	3,502,513.29	3,443,436.47	\$ (59,076.82)	Claims in excess of contributions
<b>TOTAL</b>		<b>\$ 36,982,136.54</b>	<b>\$ 36,158,112.31</b>	<b>\$ 37,118,433.88</b>	<b>\$ 38,337,605.37</b>	<b>\$ 1,219,171.49</b>	



## Actual to budget rev c/y & p/y - ALL FUNDS

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	May 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<b><u>111 - GENERAL</u></b>							
400 - Taxes	3,855,767.26	4,026,744.69	5,621,600.00	555,612.80	4,216,775.63	1,404,824.37	25 %
412 - Intergovernmental	72,940.28	52,346.35	172,138.00	0.00	97,904.05	74,233.95	43 %
420 - Charges for Services	221,061.63	313,785.90	461,850.00	56,250.37	290,782.10	171,067.90	37 %
460 - Investment Income	74,972.87	37,523.32	10,000.00	5,991.39	37,455.27	(27,455.27)	-275 %
470 - Miscellaneous Revenues	79,767.06	125,684.30	33,660.00	2,943.04	138,867.51	(105,207.51)	-313 %
480 - Other Financing Uses	1,995,146.76	2,114,296.38	2,900,000.00	237,168.21	2,009,782.88	890,217.12	31 %
<b>111 - GENERAL Totals:</b>	<b>6,299,655.86</b>	<b>6,670,380.94</b>	<b>9,199,248.00</b>	<b>857,965.81</b>	<b>6,791,567.44</b>	<b>0.00</b>	<b>26 %</b>
<b><u>211 - REGIONAL LIBRARY</u></b>							
460 - Investment Income	525.22	260.69	100.00	10.57	232.13	(132.13)	-132 %
470 - Miscellaneous Revenues	484.85	191.15	200.00	0.00	0.00	200.00	100 %
<b>211 - REGIONAL LIBRARY Totals:</b>	<b>1,010.07</b>	<b>451.84</b>	<b>300.00</b>	<b>10.57</b>	<b>232.13</b>	<b>0.00</b>	<b>23 %</b>
<b><u>212 - STREETS</u></b>							
400 - Taxes	951,030.13	839,509.95	1,148,493.00	208,070.24	778,369.00	370,124.00	32 %
412 - Intergovernmental	1,529,210.05	1,607,202.93	2,066,550.90	147,080.49	1,495,295.96	571,254.94	28 %
420 - Charges for Services	36,987.50	37,869.50	36,792.00	0.00	40,074.50	(3,282.50)	-9 %
460 - Investment Income	30,661.69	15,595.65	6,000.00	1,539.39	9,134.42	(3,134.42)	-52 %
470 - Miscellaneous Revenues	37,770.65	3,416.88	0.00	0.00	1,214.30	(1,214.30)	0 %
480 - Other Financing Uses	18,520.98	0.00	0.00	0.00	0.00	0.00	0 %
<b>212 - STREETS Totals:</b>	<b>2,604,181.00</b>	<b>2,503,594.91</b>	<b>3,257,835.90</b>	<b>356,690.12</b>	<b>2,324,088.18</b>	<b>0.00</b>	<b>29 %</b>
<b><u>213 - CEMETERY</u></b>							
420 - Charges for Services	24,800.00	42,300.00	45,000.00	4,200.00	35,000.00	10,000.00	22 %
460 - Investment Income	912.83	890.50	500.00	170.95	1,204.78	(704.78)	-141 %
470 - Miscellaneous Revenues	25,300.00	36,810.59	39,000.00	5,300.00	56,964.00	(17,964.00)	-46 %
480 - Other Financing Uses	70,000.00	175,000.00	150,000.00	0.00	75,000.00	75,000.00	50 %
<b>213 - CEMETERY Totals:</b>	<b>121,012.83</b>	<b>255,001.09</b>	<b>234,500.00</b>	<b>9,670.95</b>	<b>168,168.78</b>	<b>0.00</b>	<b>28 %</b>
<b><u>214 - CEMETARY PERPETUAL CARE</u></b>							
400 - Taxes	105,930.27	106,487.18	65,000.00	10,841.38	29,891.74	35,108.26	54 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	May 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
420 - Charges for Services	10,400.00	16,800.00	17,000.00	2,000.00	15,600.00	1,400.00	8 %
460 - Investment Income	7,030.72	3,197.88	1,500.00	425.03	2,729.40	(1,229.40)	-82 %
<b>214 - CEMETARY PERPETUAL CARE Totals:</b>	<b>123,360.99</b>	<b>126,485.06</b>	<b>83,500.00</b>	<b>13,266.41</b>	<b>48,221.14</b>	<b>0.00</b>	<b>42 %</b>
<b><u>215 - SPECIAL PROJECTS</u></b>							
400 - Taxes	62,436.83	72,718.18	85,000.00	8,656.34	72,376.84	12,623.16	15 %
412 - Intergovernmental	6,374.40	30,338.51	1,288,117.00	11,396.32	37,001.03	1,251,115.97	97 %
450 - Contributions & Donations	3,185.00	10,025.00	0.00	0.00	3,245.00	(3,245.00)	0 %
460 - Investment Income	11,342.21	3,902.73	1,000.00	1,272.61	8,763.57	(7,763.57)	-776 %
470 - Miscellaneous Revenues	1,085,839.66	200,000.00	500,000.00	0.00	0.00	500,000.00	100 %
<b>215 - SPECIAL PROJECTS Totals:</b>	<b>1,169,178.10</b>	<b>316,984.42</b>	<b>1,874,117.00</b>	<b>21,325.27</b>	<b>121,386.44</b>	<b>0.00</b>	<b>94 %</b>
<b><u>216 - BUSINESS IMPROVEMENT</u></b>							
400 - Taxes	27,305.31	32,351.07	54,300.00	18,367.88	37,478.35	16,821.65	31 %
460 - Investment Income	2,440.58	1,267.09	500.00	226.04	1,399.58	(899.58)	-180 %
<b>216 - BUSINESS IMPROVEMENT Totals:</b>	<b>29,745.89</b>	<b>33,618.16</b>	<b>54,800.00</b>	<b>18,593.92</b>	<b>38,877.93</b>	<b>0.00</b>	<b>29 %</b>
<b><u>218 - PUBLIC SAFETY</u></b>							
400 - Taxes	138,101.66	138,827.77	216,000.00	54,447.31	132,367.95	83,632.05	39 %
412 - Intergovernmental	7,060.30	3,834.99	0.00	0.00	3,500.00	(3,500.00)	0 %
460 - Investment Income	4,079.07	1,316.65	500.00	283.87	1,615.56	(1,115.56)	-223 %
470 - Miscellaneous Revenues	118,981.67	7,878.20	0.00	0.00	0.00	0.00	0 %
<b>218 - PUBLIC SAFETY Totals:</b>	<b>268,222.70</b>	<b>151,857.61</b>	<b>216,500.00</b>	<b>54,731.18</b>	<b>137,483.51</b>	<b>0.00</b>	<b>36 %</b>
<b><u>219 - INDUSTRIAL SITES</u></b>							
460 - Investment Income	698.69	328.78	200.00	51.26	333.58	(133.58)	-67 %
<b>219 - INDUSTRIAL SITES Totals:</b>	<b>698.69</b>	<b>328.78</b>	<b>200.00</b>	<b>51.26</b>	<b>333.58</b>	<b>0.00</b>	<b>-67 %</b>
<b><u>223 - KENO</u></b>							
460 - Investment Income	1,667.34	684.22	500.00	164.01	973.52	(473.52)	-95 %
470 - Miscellaneous Revenues	38,931.94	50,052.35	66,200.00	7,491.31	61,633.73	4,566.27	7 %
<b>223 - KENO Totals:</b>	<b>40,599.28</b>	<b>50,736.57</b>	<b>66,700.00</b>	<b>7,655.32</b>	<b>62,607.25</b>	<b>0.00</b>	<b>6 %</b>
<b><u>224 - ECONOMIC DEVELOPMENT</u></b>							
400 - Taxes	731,625.65	735,587.08	1,016,000.00	95,340.52	763,612.60	252,387.40	25 %
460 - Investment Income	43,934.14	10,487.93	5,000.00	1,380.84	7,956.30	(2,956.30)	-59 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	May 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
470 - Miscellaneous Revenues	212,067.22	556,772.28	569,784.00	166,794.46	352,409.65	217,374.35	38 %
<b>224 - ECONOMIC DEVELOPMENT Totals:</b>	<b>987,627.01</b>	<b>1,302,847.29</b>	<b>1,590,784.00</b>	<b>263,515.82</b>	<b>1,123,978.55</b>	<b>0.00</b>	<b>29 %</b>
<b><u>225 - MUTUAL FIRE</u></b>							
412 - Intergovernmental	3,145.00	0.00	0.00	0.00	0.00	0.00	0 %
460 - Investment Income	3,799.37	2,099.30	500.00	371.38	2,359.37	(1,859.37)	-372 %
470 - Miscellaneous Revenues	105,696.00	105,696.00	105,696.00	0.00	52,270.00	53,426.00	51 %
<b>225 - MUTUAL FIRE Totals:</b>	<b>112,640.37</b>	<b>107,795.30</b>	<b>106,196.00</b>	<b>371.38</b>	<b>54,629.37</b>	<b>0.00</b>	<b>49 %</b>
<b><u>311 - DEBT SERVICE</u></b>							
400 - Taxes	609,810.35	636,822.02	1,049,115.00	292,881.11	640,240.77	408,874.23	39 %
460 - Investment Income	32,281.47	13,235.81	10,000.00	3,201.54	18,746.61	(8,746.61)	-87 %
470 - Miscellaneous Revenues	84,137.99	81,433.22	96,640.00	11,747.06	172,068.77	(75,428.77)	-78 %
480 - Other Financing Uses	0.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00	100 %
<b>311 - DEBT SERVICE Totals:</b>	<b>726,229.81</b>	<b>731,491.05</b>	<b>2,155,755.00</b>	<b>307,829.71</b>	<b>831,056.15</b>	<b>0.00</b>	<b>61 %</b>
<b><u>321 - CRA</u></b>							
400 - Taxes	141,101.51	258,014.20	479,324.00	186,981.87	390,463.73	88,860.27	19 %
460 - Investment Income	2,074.25	1,017.11	500.00	314.48	1,269.51	(769.51)	-154 %
470 - Miscellaneous Revenues	0.00	0.00	0.00	13,905.00	49,215.00	(49,215.00)	0 %
480 - Other Financing Uses	0.00	0.00	0.00	0.00	125,000.00	(125,000.00)	0 %
<b>321 - CRA Totals:</b>	<b>143,175.76</b>	<b>259,031.31</b>	<b>479,824.00</b>	<b>201,201.35</b>	<b>565,948.24</b>	<b>0.00</b>	<b>-18 %</b>
<b><u>411 - CDBG</u></b>							
412 - Intergovernmental	0.00	0.00	732,500.00	0.00	0.00	732,500.00	100 %
460 - Investment Income	316.33	149.41	100.00	23.27	151.44	(51.44)	-51 %
<b>411 - CDBG Totals:</b>	<b>316.33</b>	<b>149.41</b>	<b>732,600.00</b>	<b>23.27</b>	<b>151.44</b>	<b>0.00</b>	<b>100 %</b>
<b><u>412 - LEASE CORPORATION</u></b>							
460 - Investment Income	68.89	35.08	10.00	5.06	32.95	(22.95)	-230 %
480 - Other Financing Uses	688,951.24	742,017.29	0.00	0.00	0.00	0.00	0 %
<b>412 - LEASE CORPORATION Totals:</b>	<b>689,020.13</b>	<b>742,052.37</b>	<b>10.00</b>	<b>5.06</b>	<b>32.95</b>	<b>0.00</b>	<b>-230 %</b>
<b><u>511 - CAPITAL PROJECTS FUND</u></b>							
400 - Taxes	39,233.44	39,439.73	159,000.00	46,390.17	109,245.00	49,755.00	31 %
460 - Investment Income	951.78	516.56	100.00	120.67	598.62	(498.62)	-499 %
<b>511 - CAPITAL PROJECTS FUND Totals:</b>	<b>40,185.22</b>	<b>39,956.29</b>	<b>159,100.00</b>	<b>46,510.84</b>	<b>109,843.62</b>	<b>0.00</b>	<b>31 %</b>
<b><u>621 - ENVIRONMENTAL SERVICES</u></b>							



	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	May 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
412 - Intergovernmental	0.00	0.00	0.00	0.00	17,824.34	(17,824.34)	0 %
420 - Charges for Services	1,998,377.07	2,083,697.54	3,182,055.00	270,162.43	2,173,554.48	1,008,500.52	32 %
460 - Investment Income	26,621.02	15,036.74	5,000.00	2,442.04	15,263.69	(10,263.69)	-205 %
480 - Other Financing Uses	2,984.95	0.00	0.00	0.00	0.00	0.00	0 %
<b>621 - ENVIRONMENTAL SERVICES Totals:</b>	<b>2,027,983.04</b>	<b>2,098,734.28</b>	<b>3,187,055.00</b>	<b>272,604.47</b>	<b>2,206,642.51</b>	<b>0.00</b>	<b>31 %</b>
<b><u>631 - WASTEWATER</u></b>							
420 - Charges for Services	1,760,597.55	1,818,677.98	2,725,209.00	239,308.62	1,830,980.05	894,228.95	33 %
440 - Rents	0.00	2,496.00	0.00	2,000.00	2,000.00	(2,000.00)	0 %
460 - Investment Income	28,332.80	13,522.38	5,000.00	2,117.20	12,965.05	(7,965.05)	-159 %
470 - Miscellaneous Revenues	0.00	0.00	0.00	0.00	1,790.00	(1,790.00)	0 %
480 - Other Financing Uses	11,235.18	0.00	0.00	0.00	0.00	0.00	0 %
<b>631 - WASTEWATER Totals:</b>	<b>1,800,165.53</b>	<b>1,834,696.36</b>	<b>2,730,209.00</b>	<b>243,425.82</b>	<b>1,847,735.10</b>	<b>0.00</b>	<b>32 %</b>
<b><u>641 - WATER</u></b>							
420 - Charges for Services	1,192,460.69	1,299,989.50	1,986,183.84	139,226.43	1,321,175.53	665,008.31	33 %
440 - Rents	29,643.95	31,307.70	41,903.00	3,670.60	30,196.92	11,706.08	28 %
460 - Investment Income	25,503.22	16,104.05	5,000.00	3,274.32	20,725.63	(15,725.63)	-315 %
470 - Miscellaneous Revenues	20,275.30	19,229.24	5,000.00	2,612.08	18,977.40	(13,977.40)	-280 %
<b>641 - WATER Totals:</b>	<b>1,267,883.16</b>	<b>1,366,630.49</b>	<b>2,038,086.84</b>	<b>148,783.43</b>	<b>1,391,075.48</b>	<b>0.00</b>	<b>32 %</b>
<b><u>651 - ELECTRIC</u></b>							
460 - Investment Income	14,745.28	6,967.57	5,000.00	1,087.29	7,076.28	(2,076.28)	-42 %
470 - Miscellaneous Revenues	1,906,646.76	2,025,796.38	2,900,000.00	237,168.21	2,009,782.88	890,217.12	31 %
<b>651 - ELECTRIC Totals:</b>	<b>1,921,392.04</b>	<b>2,032,763.95</b>	<b>2,905,000.00</b>	<b>238,255.50</b>	<b>2,016,859.16</b>	<b>0.00</b>	<b>31 %</b>
<b><u>661 - STORMWATER</u></b>							
412 - Intergovernmental	0.00	3,684.92	0.00	0.00	0.00	0.00	0 %
420 - Charges for Services	76,783.52	82,185.69	134,400.00	12,766.24	92,267.33	42,132.67	31 %
460 - Investment Income	5,557.18	2,724.02	1,000.00	457.06	2,879.34	(1,879.34)	-188 %
470 - Miscellaneous Revenues	14,210.40	8,517.83	12,000.00	0.00	10,349.05	1,650.95	14 %
480 - Other Financing Uses	25,000.00	25,000.00	50,000.00	0.00	25,000.00	25,000.00	50 %
<b>661 - STORMWATER Totals:</b>	<b>121,551.10</b>	<b>122,112.46</b>	<b>197,400.00</b>	<b>13,223.30</b>	<b>130,495.72</b>	<b>0.00</b>	<b>34 %</b>
<b><u>713 - CASH &amp; INVESTMENT POOL</u></b>							
460 - Investment Income	0.00	0.00	0.00	909.73	0.00	0.00	0 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	May 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
470 - Miscellaneous Revenues	(5.51)	9.09	0.00	0.00	(23.55)	23.55	0 %
<b>713 - CASH &amp; INVESTMENT POOL Totals:</b>	<b>(5.51)</b>	<b>9.09</b>	<b>0.00</b>	<b>909.73</b>	<b>(23.55)</b>	<b>0.00</b>	<b>0 %</b>
<b><u>721 - GIS SERVICES</u></b>							
460 - Investment Income	953.39	480.29	300.00	46.95	354.80	(54.80)	-18 %
480 - Other Financing Uses	52,787.50	25,000.00	50,000.00	0.00	25,000.00	25,000.00	50 %
<b>721 - GIS SERVICES Totals:</b>	<b>53,740.89</b>	<b>25,480.29</b>	<b>50,300.00</b>	<b>46.95</b>	<b>25,354.80</b>	<b>0.00</b>	<b>50 %</b>
<b><u>725 - CENTRAL GARAGE</u></b>							
420 - Charges for Services	66,039.13	86,690.18	0.00	0.00	0.00	0.00	0 %
480 - Other Financing Uses	0.00	95,000.00	475,000.00	0.00	476,518.76	(1,518.76)	0 %
<b>725 - CENTRAL GARAGE Totals:</b>	<b>66,039.13</b>	<b>181,690.18</b>	<b>475,000.00</b>	<b>0.00</b>	<b>476,518.76</b>	<b>0.00</b>	<b>0 %</b>
<b><u>811 - UNEMPLOYMENT COMP</u></b>							
460 - Investment Income	688.16	321.86	250.00	50.23	326.89	(76.89)	-31 %
<b>811 - UNEMPLOYMENT COMP Totals:</b>	<b>688.16</b>	<b>321.86</b>	<b>250.00</b>	<b>50.23</b>	<b>326.89</b>	<b>0.00</b>	<b>-31 %</b>
<b><u>812 - HEALTH INSURANCE</u></b>							
460 - Investment Income	24,038.27	13,634.53	5,000.00	2,469.77	16,431.52	(11,431.52)	-229 %
470 - Miscellaneous Revenues	1,402,066.50	1,494,684.46	2,581,000.00	201,052.92	1,628,928.29	952,071.71	37 %
<b>812 - HEALTH INSURANCE Totals:</b>	<b>1,426,104.77</b>	<b>1,508,318.99</b>	<b>2,586,000.00</b>	<b>203,522.69</b>	<b>1,645,359.81</b>	<b>0.00</b>	<b>36 %</b>



## Actual to budget c/y & p/y - ALL FUNDS

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	May 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<b><u>111 - GENERAL</u></b>							
500 - Personnel	4,308,661.92	4,586,098.56	7,346,146.07	506,295.52	4,383,285.02	2,962,861.05	40 %
503 - Supplies	206,510.18	205,316.86	490,500.00	32,414.00	260,041.72	230,458.28	47 %
504 - Contract Services	1,084,255.11	1,140,753.04	2,318,099.00	119,183.27	1,220,151.49	1,097,947.51	47 %
550 - Capital Outlay	106,025.45	1,395,683.57	1,560,000.00	38,950.80	164,277.89	1,395,722.11	89 %
570 - Other Financing Uses	0.00	25,000.00	250,000.00	0.00	0.00	250,000.00	100 %
<b>111 - GENERAL Totals:</b>	<b>5,705,452.66</b>	<b>7,352,852.03</b>	<b>11,964,745.07</b>	<b>696,843.59</b>	<b>6,027,756.12</b>	<b>0.00</b>	<b>50 %</b>
<b><u>211 - REGIONAL LIBRARY</u></b>							
503 - Supplies	0.00	0.00	3,500.00	0.00	0.00	3,500.00	100 %
504 - Contract Services	0.00	0.00	3,000.00	0.00	0.00	3,000.00	100 %
550 - Capital Outlay	0.00	0.00	49,617.00	5,781.00	44,370.00	5,247.00	11 %
<b>211 - REGIONAL LIBRARY Totals:</b>	<b>0.00</b>	<b>0.00</b>	<b>56,117.00</b>	<b>5,781.00</b>	<b>44,370.00</b>	<b>0.00</b>	<b>21 %</b>
<b><u>212 - STREETS</u></b>							
500 - Personnel	621,895.99	693,694.74	1,118,985.03	70,953.29	704,447.95	414,537.08	37 %
503 - Supplies	92,597.83	168,277.34	324,150.00	11,502.68	119,022.14	205,127.86	63 %
504 - Contract Services	495,534.13	371,404.62	923,545.00	59,725.03	380,042.59	543,502.41	59 %
550 - Capital Outlay	49,178.47	366,609.50	542,500.00	13,686.28	1,494,133.05	(951,633.05)	-175 %
560 - Debt Service	850,827.97	875,298.38	827,181.56	21,915.86	827,181.56	0.00	0 %
570 - Other Financing Uses	27,837.50	52,250.00	450,000.00	0.00	244,509.38	205,490.62	46 %
<b>212 - STREETS Totals:</b>	<b>2,137,871.89</b>	<b>2,527,534.58</b>	<b>4,186,361.59</b>	<b>177,783.14</b>	<b>3,769,336.67</b>	<b>0.00</b>	<b>10 %</b>
<b><u>213 - CEMETERY</u></b>							
500 - Personnel	101,390.98	115,338.57	229,642.29	18,551.40	142,732.78	86,909.51	38 %
503 - Supplies	8,558.49	12,834.76	30,650.00	191.95	10,203.58	20,446.42	67 %
504 - Contract Services	14,603.12	12,939.64	31,115.00	572.75	12,592.76	18,522.24	60 %
550 - Capital Outlay	0.00	80,662.41	25,000.00	0.00	0.00	25,000.00	100 %
<b>213 - CEMETERY Totals:</b>	<b>124,552.59</b>	<b>221,775.38</b>	<b>316,407.29</b>	<b>19,316.10</b>	<b>165,529.12</b>	<b>0.00</b>	<b>48 %</b>
<b><u>214 - CEMETARY PERPETUAL CARE</u></b>							
570 - Other Financing Uses	70,000.00	175,000.00	150,000.00	0.00	75,000.00	75,000.00	50 %
<b>214 - CEMETARY PERPETUAL CARE Totals:</b>	<b>70,000.00</b>	<b>175,000.00</b>	<b>150,000.00</b>	<b>0.00</b>	<b>75,000.00</b>	<b>0.00</b>	<b>50 %</b>
<b><u>215 - SPECIAL PROJECTS</u></b>							

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	May 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
500 - Personnel	6,001.04	26,838.51	0.00	11,396.32	37,001.04	(37,001.04)	0 %
503 - Supplies	10,485.58	178,027.87	550,000.00	0.00	193,590.65	356,409.35	65 %
504 - Contract Services	47,894.48	39,778.50	2,656,234.00	0.00	46,381.46	2,609,852.54	98 %
550 - Capital Outlay	0.00	238,255.98	250,000.00	0.00	0.00	250,000.00	100 %
<b>215 - SPECIAL PROJECTS Totals:</b>	<b>64,381.10</b>	<b>482,900.86</b>	<b>3,456,234.00</b>	<b>11,396.32</b>	<b>276,973.15</b>	<b>0.00</b>	<b>92 %</b>
<b><u>216 - BUSINESS IMPROVEMENT</u></b>							
500 - Personnel	17,229.77	4,861.58	10,000.00	0.00	4,601.06	5,398.94	54 %
503 - Supplies	0.00	0.00	10,000.00	0.00	0.00	10,000.00	100 %
504 - Contract Services	6,115.20	5,518.48	62,500.00	4,130.42	10,197.63	52,302.37	84 %
550 - Capital Outlay	0.00	0.00	150,000.00	0.00	0.00	150,000.00	100 %
<b>216 - BUSINESS IMPROVEMENT Totals:</b>	<b>23,344.97</b>	<b>10,380.06</b>	<b>232,500.00</b>	<b>4,130.42</b>	<b>14,798.69</b>	<b>0.00</b>	<b>94 %</b>
<b><u>218 - PUBLIC SAFETY</u></b>							
503 - Supplies	11,815.20	19,288.53	14,500.00	2,755.00	8,006.58	6,493.42	45 %
504 - Contract Services	85,429.36	92,982.44	55,000.00	0.00	52,013.22	2,986.78	5 %
550 - Capital Outlay	159,970.31	109,041.52	110,000.00	5,481.71	13,239.70	96,760.30	88 %
570 - Other Financing Uses	0.00	0.00	150,000.00	0.00	0.00	150,000.00	100 %
<b>218 - PUBLIC SAFETY Totals:</b>	<b>257,214.87</b>	<b>221,312.49</b>	<b>329,500.00</b>	<b>8,236.71</b>	<b>73,259.50</b>	<b>0.00</b>	<b>78 %</b>
<b><u>219 - INDUSTRIAL SITES</u></b>							
504 - Contract Services	351.00	297.00	66,500.00	0.00	0.00	66,500.00	100 %
<b>219 - INDUSTRIAL SITES Totals:</b>	<b>351.00</b>	<b>297.00</b>	<b>66,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100 %</b>
<b><u>223 - KENO</u></b>							
503 - Supplies	14,109.74	1,683.00	13,500.00	0.00	0.00	13,500.00	100 %
504 - Contract Services	11,017.15	303.00	31,500.00	69.27	13,376.27	18,123.73	58 %
550 - Capital Outlay	9,050.00	0.00	35,000.00	0.00	0.00	35,000.00	100 %
<b>223 - KENO Totals:</b>	<b>34,176.89</b>	<b>1,986.00</b>	<b>80,000.00</b>	<b>69.27</b>	<b>13,376.27</b>	<b>0.00</b>	<b>83 %</b>
<b><u>224 - ECONOMIC DEVELOPMENT</u></b>							
500 - Personnel	71,328.95	97,836.62	214,341.15	17,120.49	123,197.43	91,143.72	43 %
503 - Supplies	2,355.97	1,002.62	4,250.00	317.35	5,172.54	(922.54)	-22 %
504 - Contract Services	858,939.77	992,991.41	3,629,686.00	8,495.40	864,819.74	2,764,866.26	76 %
<b>224 - ECONOMIC DEVELOPMENT Totals:</b>	<b>932,624.69</b>	<b>1,091,830.65</b>	<b>3,848,277.15</b>	<b>25,933.24</b>	<b>993,189.71</b>	<b>0.00</b>	<b>74 %</b>

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	May 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<b><u>225 - MUTUAL FIRE</u></b>							
503 - Supplies	11,977.25	32,384.34	31,000.00	0.00	18,130.79	12,869.21	42 %
504 - Contract Services	0.00	10,564.44	5,500.00	0.00	5,282.22	217.78	4 %
550 - Capital Outlay	5,365.00	0.00	0.00	0.00	0.00	0.00	0 %
570 - Other Financing Uses	0.00	0.00	100,000.00	0.00	0.00	100,000.00	100 %
<b>225 - MUTUAL FIRE Totals:</b>	<b>17,342.25</b>	<b>42,948.78</b>	<b>136,500.00</b>	<b>0.00</b>	<b>23,413.01</b>	<b>0.00</b>	<b>83 %</b>
<b><u>311 - DEBT SERVICE</u></b>							
504 - Contract Services	3,920.00	2,280.00	8,000.00	0.00	3,000.00	5,000.00	63 %
570 - Other Financing Uses	688,951.24	742,017.29	3,500,000.00	0.00	0.00	3,500,000.00	100 %
<b>311 - DEBT SERVICE Totals:</b>	<b>692,871.24</b>	<b>744,297.29</b>	<b>3,508,000.00</b>	<b>0.00</b>	<b>3,000.00</b>	<b>0.00</b>	<b>100 %</b>
<b><u>321 - CRA</u></b>							
503 - Supplies	0.00	0.00	0.00	0.00	125,000.00	(125,000.00)	0 %
504 - Contract Services	0.00	0.00	0.00	0.00	3,725.00	(3,725.00)	0 %
560 - Debt Service	34,921.63	43,824.34	479,324.00	70,689.76	203,481.86	275,842.14	58 %
<b>321 - CRA Totals:</b>	<b>34,921.63</b>	<b>43,824.34</b>	<b>479,324.00</b>	<b>70,689.76</b>	<b>332,206.86</b>	<b>0.00</b>	<b>31 %</b>
<b><u>411 - CDBG</u></b>							
504 - Contract Services	0.00	78.75	732,500.00	0.00	0.00	732,500.00	100 %
<b>411 - CDBG Totals:</b>	<b>0.00</b>	<b>78.75</b>	<b>732,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100 %</b>
<b><u>412 - LEASE CORPORATION</u></b>							
504 - Contract Services	15.00	20.00	0.00	0.00	0.00	0.00	0 %
560 - Debt Service	688,951.24	742,017.29	0.00	0.00	0.00	0.00	0 %
<b>412 - LEASE CORPORATION Totals:</b>	<b>688,966.24</b>	<b>742,037.29</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0 %</b>
<b><u>511 - CAPITAL PROJECTS FUND</u></b>							
550 - Capital Outlay	45,619.91	13,587.90	170,000.00	26,096.44	26,096.44	143,903.56	85 %
<b>511 - CAPITAL PROJECTS FUND Totals:</b>	<b>45,619.91</b>	<b>13,587.90</b>	<b>170,000.00</b>	<b>26,096.44</b>	<b>26,096.44</b>	<b>0.00</b>	<b>85 %</b>
<b><u>621 - ENVIRONMENTAL SERVICES</u></b>							
500 - Personnel	740,821.14	796,112.42	1,272,653.37	97,295.99	850,141.52	422,511.85	33 %
503 - Supplies	75,259.97	120,558.14	198,000.00	13,053.00	162,966.05	35,033.95	18 %
504 - Contract Services	464,008.87	512,653.72	901,090.00	54,205.87	543,050.84	358,039.16	40 %
550 - Capital Outlay	253,228.74	0.00	2,590,000.00	0.00	167,749.00	2,422,251.00	94 %

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	May 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
570 - Other Financing Uses	27,000.00	54,500.00	237,500.00	0.00	238,259.38	(759.38)	0 %
<b>621 - ENVIRONMENTAL SERVICES Totals:</b>	<b>1,560,318.72</b>	<b>1,483,824.28</b>	<b>5,199,243.37</b>	<b>164,554.86</b>	<b>1,962,166.79</b>	<b>0.00</b>	<b>62 %</b>
<b><u>631 - WASTEWATER</u></b>							
500 - Personnel	575,248.95	663,070.47	1,129,561.28	87,036.31	742,239.02	387,322.26	34 %
503 - Supplies	31,456.72	49,768.52	138,546.00	12,538.30	53,431.20	85,114.80	61 %
504 - Contract Services	325,856.85	351,750.90	673,438.00	29,380.86	362,106.22	311,331.78	46 %
550 - Capital Outlay	45,882.87	608,318.41	1,378,000.00	0.00	165,896.90	1,212,103.10	88 %
560 - Debt Service	168,979.30	168,979.33	67,144.00	0.00	33,571.97	33,572.03	50 %
570 - Other Financing Uses	71,225.00	66,375.00	668,750.00	0.00	170,534.60	498,215.40	74 %
<b>631 - WASTEWATER Totals:</b>	<b>1,218,649.69</b>	<b>1,908,262.63</b>	<b>4,055,439.28</b>	<b>128,955.47</b>	<b>1,527,779.91</b>	<b>0.00</b>	<b>62 %</b>
<b><u>641 - WATER</u></b>							
500 - Personnel	511,035.74	547,787.63	884,761.16	62,499.74	587,505.40	297,255.76	34 %
503 - Supplies	169,600.06	112,080.44	327,000.00	14,929.71	82,698.16	244,301.84	75 %
504 - Contract Services	248,057.42	219,996.75	427,956.00	16,790.91	219,551.21	208,404.79	49 %
550 - Capital Outlay	73,278.00	21,150.80	870,000.00	0.00	27,630.61	842,369.39	97 %
570 - Other Financing Uses	40,225.00	35,375.00	618,750.00	0.00	9,375.00	609,375.00	98 %
<b>641 - WATER Totals:</b>	<b>1,042,196.22</b>	<b>936,390.62</b>	<b>3,128,467.16</b>	<b>94,220.36</b>	<b>926,760.38</b>	<b>0.00</b>	<b>70 %</b>
<b><u>651 - ELECTRIC</u></b>							
570 - Other Financing Uses	1,906,646.76	2,025,796.38	2,900,000.00	237,168.21	2,009,782.88	890,217.12	31 %
<b>651 - ELECTRIC Totals:</b>	<b>1,906,646.76</b>	<b>2,025,796.38</b>	<b>2,900,000.00</b>	<b>237,168.21</b>	<b>2,009,782.88</b>	<b>0.00</b>	<b>31 %</b>
<b><u>661 - STORMWATER</u></b>							
503 - Supplies	2,439.59	12,237.57	14,570.00	49.28	3,399.02	11,170.98	77 %
504 - Contract Services	27,368.00	28,396.12	97,711.00	4,674.81	37,529.93	60,181.07	62 %
550 - Capital Outlay	12,750.00	0.00	130,000.00	0.00	14,812.50	115,187.50	89 %
560 - Debt Service	79,063.28	79,392.67	78,710.94	2,789.14	78,710.94	0.00	0 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
<b>661 - STORMWATER Totals:</b>	<b>121,620.87</b>	<b>120,026.36</b>	<b>570,991.94</b>	<b>7,513.23</b>	<b>134,452.39</b>	<b>0.00</b>	<b>76 %</b>
<b><u>721 - GIS SERVICES</u></b>							
500 - Personnel	28,634.34	35,096.48	55,975.76	4,413.70	37,375.50	18,600.26	33 %
503 - Supplies	957.67	3,222.29	3,300.00	0.00	10.00	3,290.00	100 %
504 - Contract Services	13,612.14	16,199.79	26,925.00	57.72	15,771.44	11,153.56	41 %
<b>721 - GIS SERVICES Totals:</b>	<b>43,204.15</b>	<b>54,518.56</b>	<b>86,200.76</b>	<b>4,471.42</b>	<b>53,156.94</b>	<b>0.00</b>	<b>38 %</b>

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	May 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<b><u>725 - CENTRAL GARAGE</u></b>							
500 - Personnel	99,581.39	107,488.68	0.00	0.00	0.00	0.00	0 %
503 - Supplies	17,425.15	19,923.36	0.00	0.00	0.00	0.00	0 %
504 - Contract Services	42,123.97	46,966.98	0.00	0.00	0.00	0.00	0 %
<b>725 - CENTRAL GARAGE Totals:</b>	<b>159,130.51</b>	<b>174,379.02</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0 %</b>
<b><u>811 - UNEMPLOYMENT COMP</u></b>							
504 - Contract Services	35.12	0.00	60,000.00	0.00	0.00	60,000.00	100 %
<b>811 - UNEMPLOYMENT COMP Totals:</b>	<b>35.12</b>	<b>0.00</b>	<b>60,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100 %</b>
<b><u>812 - HEALTH INSURANCE</u></b>							
504 - Contract Services	1,161,521.47	1,056,093.71	2,161,390.00	243,210.23	1,490,112.07	671,277.93	31 %
<b>812 - HEALTH INSURANCE Totals:</b>	<b>1,161,521.47</b>	<b>1,056,093.71</b>	<b>2,161,390.00</b>	<b>243,210.23</b>	<b>1,490,112.07</b>	<b>0.00</b>	<b>31 %</b>



## Actual to budget c/y & p/y - GENERAL FUND

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	May 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<b>111 - GENERAL</b>							
<b>111 - FINANCE</b>							
500 - Personnel	81,826.94	88,290.19	147,246.12	10,262.01	83,293.87	63,952.25	43 %
503 - Supplies	6,092.08	8,175.44	13,350.00	1,217.68	8,009.55	5,340.45	40 %
504 - Contract Services	66,790.46	39,980.98	70,143.00	2,662.26	47,106.67	23,036.33	33 %
550 - Capital Outlay	0.00	0.00	0.00	0.00	2,500.00	(2,500.00)	0 %
<b>111 - FINANCE Totals:</b>	<b>154,709.48</b>	<b>136,446.61</b>	<b>230,739.12</b>	<b>14,141.95</b>	<b>140,910.09</b>	<b>89,829.03</b>	<b>39 %</b>
<b>112 - PERSONNEL</b>							
500 - Personnel	11,312.91	11,795.42	17,788.75	0.00	10,829.59	6,959.16	39 %
503 - Supplies	1,104.82	2,878.87	2,250.00	120.21	869.78	1,380.22	61 %
504 - Contract Services	11,185.72	16,674.94	26,700.00	4,006.17	21,125.79	5,574.21	21 %
<b>112 - PERSONNEL Totals:</b>	<b>23,603.45</b>	<b>31,349.23</b>	<b>46,738.75</b>	<b>4,126.38</b>	<b>32,825.16</b>	<b>13,913.59</b>	<b>30 %</b>
<b>113 - COUNCIL</b>							
500 - Personnel	14,607.00	14,607.00	21,100.00	1,623.00	13,795.50	7,304.50	35 %
503 - Supplies	1,613.00	2,308.07	2,500.00	642.29	2,426.15	73.85	3 %
504 - Contract Services	2,241.04	1,395.00	5,500.00	0.00	663.00	4,837.00	88 %
570 - Other Financing Uses	0.00	0.00	250,000.00	0.00	0.00	250,000.00	100 %
<b>113 - COUNCIL Totals:</b>	<b>18,461.04</b>	<b>18,310.07</b>	<b>279,100.00</b>	<b>2,265.29</b>	<b>16,884.65</b>	<b>262,215.35</b>	<b>94 %</b>
<b>114 - CITY MANAGER</b>							
500 - Personnel	19,786.75	15,282.46	21,696.37	1,580.99	15,765.16	5,931.21	27 %
503 - Supplies	25,874.13	30,082.44	71,000.00	0.00	28,757.35	42,242.65	59 %
504 - Contract Services	107,107.27	112,429.63	700,125.00	26,035.10	140,933.95	559,191.05	80 %
<b>114 - CITY MANAGER Totals:</b>	<b>152,768.15</b>	<b>157,794.53</b>	<b>792,821.37</b>	<b>27,616.09</b>	<b>185,456.46</b>	<b>607,364.91</b>	<b>77 %</b>
<b>115 - CITY CLERK</b>							
500 - Personnel	8,261.65	9,054.20	14,180.57	1,119.20	9,454.48	4,726.09	33 %
503 - Supplies	667.12	640.40	1,000.00	0.00	372.47	627.53	63 %
504 - Contract Services	5,324.62	5,681.27	11,800.00	1,271.95	5,889.39	5,910.61	50 %
<b>115 - CITY CLERK Totals:</b>	<b>14,253.39</b>	<b>15,375.87</b>	<b>26,980.57</b>	<b>2,391.15</b>	<b>15,716.34</b>	<b>11,264.23</b>	<b>42 %</b>
<b>116 - MIS</b>							
503 - Supplies	35,597.47	7,148.12	40,000.00	6,250.24	10,321.18	29,678.82	74 %



	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	May 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
504 - Contract Services	40,755.81	47,964.24	72,000.00	5,173.50	44,504.56	27,495.44	38 %
550 - Capital Outlay	4,076.75	0.00	30,000.00	10,061.30	10,061.30	19,938.70	66 %
<b>116 - MIS Totals:</b>	<b>80,430.03</b>	<b>55,112.36</b>	<b>142,000.00</b>	<b>21,485.04</b>	<b>64,887.04</b>	<b>77,112.96</b>	<b>54 %</b>
<b>121 - DEVELOPMENT SERVICES</b>							
500 - Personnel	119,511.81	137,910.57	259,552.84	23,174.57	166,788.54	92,764.30	36 %
503 - Supplies	886.36	3,621.31	8,100.00	112.30	995.39	7,104.61	88 %
504 - Contract Services	39,073.68	52,264.80	77,867.00	1,373.02	42,459.86	35,407.14	45 %
550 - Capital Outlay	0.00	0.00	30,000.00	0.00	19,907.50	10,092.50	34 %
<b>121 - DEVELOPMENT SERVICES Totals:</b>	<b>159,471.85</b>	<b>193,796.68</b>	<b>375,519.84</b>	<b>24,659.89</b>	<b>230,151.29</b>	<b>145,368.55</b>	<b>39 %</b>
<b>141 - FIRE</b>							
500 - Personnel	1,042,084.07	1,173,379.04	1,699,987.44	126,545.33	1,098,671.05	601,316.39	35 %
503 - Supplies	28,235.59	25,306.55	45,200.00	3,510.48	30,635.27	14,564.73	32 %
504 - Contract Services	58,003.61	60,844.11	89,096.00	2,587.77	65,683.99	23,412.01	26 %
570 - Other Financing Uses	0.00	2,500.00	0.00	0.00	0.00	0.00	0 %
<b>141 - FIRE Totals:</b>	<b>1,128,323.27</b>	<b>1,262,029.70</b>	<b>1,834,283.44</b>	<b>132,643.58</b>	<b>1,194,990.31</b>	<b>639,293.13</b>	<b>35 %</b>
<b>142 - POLICE</b>							
500 - Personnel	2,173,761.13	2,337,466.84	3,721,094.20	243,232.30	2,209,047.44	1,512,046.76	41 %
503 - Supplies	56,551.22	46,637.27	116,350.00	7,718.60	53,416.50	62,933.50	54 %
504 - Contract Services	226,494.70	239,604.04	375,621.00	24,492.01	251,316.47	124,304.53	33 %
570 - Other Financing Uses	0.00	12,500.00	0.00	0.00	0.00	0.00	0 %
<b>142 - POLICE Totals:</b>	<b>2,456,807.05</b>	<b>2,636,208.15</b>	<b>4,213,065.20</b>	<b>275,442.91</b>	<b>2,513,780.41</b>	<b>1,699,284.79</b>	<b>40 %</b>
<b>143 - EMERGENCY MANAGEMENT</b>							
500 - Personnel	60,120.77	0.00	0.00	0.00	0.00	0.00	0 %
503 - Supplies	3,663.03	0.00	5,000.00	0.00	0.00	5,000.00	100 %
504 - Contract Services	5,149.62	17,629.21	29,500.00	226.81	14,685.53	14,814.47	50 %
<b>143 - EMERGENCY MANAGEMENT Totals:</b>	<b>68,933.42</b>	<b>17,629.21</b>	<b>34,500.00</b>	<b>226.81</b>	<b>14,685.53</b>	<b>19,814.47</b>	<b>57 %</b>
<b>151 - LIBRARY</b>							
500 - Personnel	353,956.48	330,292.59	544,722.93	38,732.26	312,161.12	232,561.81	43 %
503 - Supplies	20,659.34	46,398.74	82,300.00	6,380.98	37,841.57	44,458.43	54 %
504 - Contract Services	86,383.93	83,428.21	135,694.00	7,064.01	93,302.98	42,391.02	31 %
550 - Capital Outlay	0.00	130,595.00	0.00	0.00	0.00	0.00	0 %
<b>151 - LIBRARY Totals:</b>	<b>460,999.75</b>	<b>590,714.54</b>	<b>762,716.93</b>	<b>52,177.25</b>	<b>443,305.67</b>	<b>319,411.26</b>	<b>42 %</b>

	2019-2020 YTD Activity	2020-2021 YTD Activity	2021-2022 Budget	May 2021-2022 MTD Activity	2021-2022 YTD Activity	2021-2022 Budget Remaining	% Budget Remaining
<b>171 - PARKS</b>							
500 - Personnel	421,989.01	451,545.37	810,996.09	65,298.55	459,798.96	351,197.13	43 %
503 - Supplies	22,492.26	30,908.67	62,150.00	4,876.54	80,391.75	(18,241.75)	-29 %
504 - Contract Services	140,709.12	169,712.28	320,683.00	34,969.67	223,766.63	96,916.37	30 %
550 - Capital Outlay	101,948.70	1,265,088.57	1,500,000.00	28,889.50	131,809.09	1,368,190.91	91 %
570 - Other Financing Uses	0.00	10,000.00	0.00	0.00	0.00	0.00	0 %
<b>171 - PARKS Totals:</b>	<b>687,139.09</b>	<b>1,927,254.89</b>	<b>2,693,829.09</b>	<b>134,034.26</b>	<b>895,766.43</b>	<b>1,798,062.66</b>	<b>67 %</b>
<b>172 - RECREATION</b>							
500 - Personnel	1,443.40	16,474.88	87,780.76	(5,272.69)	3,679.31	84,101.45	96 %
503 - Supplies	3,073.76	1,210.98	41,300.00	1,584.68	6,004.76	35,295.24	85 %
504 - Contract Services	295,035.53	293,144.33	403,370.00	9,321.00	268,712.67	134,657.33	33 %
<b>172 - RECREATION Totals:</b>	<b>299,552.69</b>	<b>310,830.19</b>	<b>532,450.76</b>	<b>5,632.99</b>	<b>278,396.74</b>	<b>254,054.02</b>	<b>48 %</b>
<b>111 - GENERAL Totals:</b>	<b>5,705,452.66</b>	<b>7,352,852.03</b>	<b>11,964,745.07</b>	<b>696,843.59</b>	<b>6,027,756.12</b>	<b>0.00</b>	<b>50 %</b>
<b><u>211 - REGIONAL LIBRARY</u></b>							
<b>151 - LIBRARY</b>							
503 - Supplies	0.00	0.00	3,500.00	0.00	0.00	3,500.00	100 %
504 - Contract Services	0.00	0.00	3,000.00	0.00	0.00	3,000.00	100 %
550 - Capital Outlay	0.00	0.00	49,617.00	5,781.00	44,370.00	5,247.00	11 %
<b>151 - LIBRARY Totals:</b>	<b>0.00</b>	<b>0.00</b>	<b>56,117.00</b>	<b>5,781.00</b>	<b>44,370.00</b>	<b>11,747.00</b>	<b>21 %</b>
<b>211 - REGIONAL LIBRARY Totals:</b>	<b>0.00</b>	<b>0.00</b>	<b>56,117.00</b>	<b>5,781.00</b>	<b>44,370.00</b>	<b>0.00</b>	<b>21 %</b>
<b><u>212 - STREETS</u></b>							
<b>111 - FINANCE</b>							
500 - Personnel	20,380.50	24,076.97	33,245.06	3,259.70	26,685.02	6,560.04	20 %
504 - Contract Services	0.00	9.12	0.00	0.00	0.00	0.00	0 %
<b>111 - FINANCE Totals:</b>	<b>20,380.50</b>	<b>24,086.09</b>	<b>33,245.06</b>	<b>3,259.70</b>	<b>26,685.02</b>	<b>6,560.04</b>	<b>20 %</b>
<b>112 - PERSONNEL</b>							
500 - Personnel	7,541.83	7,863.72	11,831.36	0.00	7,219.74	4,611.62	39 %
<b>112 - PERSONNEL Totals:</b>	<b>7,541.83</b>	<b>7,863.72</b>	<b>11,831.36</b>	<b>0.00</b>	<b>7,219.74</b>	<b>4,611.62</b>	<b>39 %</b>
<b>114 - CITY MANAGER</b>							

# **City of Scottsbluff, Nebraska**

**Monday, June 20, 2022**

**Regular Meeting**

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

**Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class B Liquor License for Family Dollar, Inc., d/b/a Family Dollar Store #27573, 1412 East Overland, Scottsbluff, NE.**

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

## Agenda Statement

Item No.

For meeting of: June 20, 2022

**AGENDA TITLE:** Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class B Liquor License application from Family Dollar, Inc. d/b/a Family Dollar Store #27573, 1412 East Overland, 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 Family Dollar, Inc. d/b/a Family Dollar Store #27573, 1412 East Overland, Scottsbluff, NE.

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 ☐

Family Dollar, Inc.  
Attn: Alcohol/Tobacco Team (9<sup>th</sup> Floor)  
500 Volvo Pkwy  
Chesapeake, VA 23320-1604

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

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Rev 3/1/99CClerk

# APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL Exhibit 1

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

License  
Class: B

License Number:

**124922**

RECEIVED

APR 25 2022

NEBRASKA LIQUOR  
CONTROL COMMISSION

Office Use Only

NEW / REPLACING

Hot List Yes No

TOP Yes No

Initial: BH

## PLEASE READ CAREFULLY

See directions on the next page. 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.

APPLICANT NAME Family Dollar, Inc

TRADE (DBA) NAME Family Dollar Store #27573

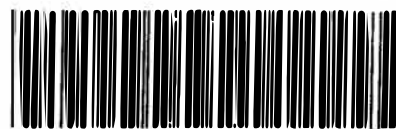
PREVIOUS TRADE (DBA) NAME N/A

CONTACT PHONE NUMBER 757-321-5493

CONTACT EMAIL ADDRESS ab-licensing@dollartree.com; agooger@taylorenghish.com

Office use only

PAYMENT TYPE ck 2/25396780  
AMOUNT \$400 RCPT \_\_\_\_\_  
RECEIVED: 4/25/22  
DATE DEPOSITED 4/25/22



2200005958

FORM 100  
REV 8/4/21

PAGE 1

RECEIVED

# DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission (301 Centennial Mall South, Lincoln, NE 68509-5046)
2. Enclose the appropriate application forms
  - Individual License (Form 104)
  - Partnership License (Form 105)
  - Corporate License (Form 101 & Form 103)
  - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. 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 Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
  - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

FORM 100  
REV 8/4/21  
PAGE 2

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

RETAIL LICENSE(S)

**Application Fee \$100 (non-refundable)**

**CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31**

**ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30**

- ☐ A BEER, ON SALE ONLY
- ☒ B BEER, OFF SALE ONLY\*\*
- ☐ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES ☐ NO ☒
- ☐ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*
- ☐ F BOTTLE CLUB,
- ☐ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES ☐ NO ☒
- ☐ 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 endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- ☐ Class G Growler endorsement (Submit Form 165) – Class C licenses only

\*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES ☐ NO ☒

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED**

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

- ☐ Individual License (requires insert FORM 104)
- ☐ Partnership License (requires insert FORM 105)
- ☒ Corporate License (requires FORM 101 & FORM 103)
- ☐ Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

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

Name James Balli (Agent) Phone Number 678-426-4623

Firm Name Taylor English Duma, LLP

Email address agooger@taylorenghish.com

Should we contact you with any questions on the application? YES ☒ NO ☐

FORM 100  
REV 8/4/21  
PAGE 3

**PREMISES INFORMATION**Trade Name (doing business as) Family Dollar Store #27573Street Address 1412 E OverlandCity Scottsbluff County Scotts Bluff County Zip Code 69361Premises Telephone number 308-562-6003Business e-mail address ab-licensing@dollartree.comIs this location inside the city/village corporate limits YES ☒ NO ☐**MAILING ADDRESS (where you want to receive mail from the Commission)**Check if same as premises ☐Name Family Dollar, Inc.Street Address Attn: Alcohol/Tobacco Team (9th Floor) 500 Volvo PkwyCity Chesapeake State VA Zip Code 23320-1604**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.

DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS

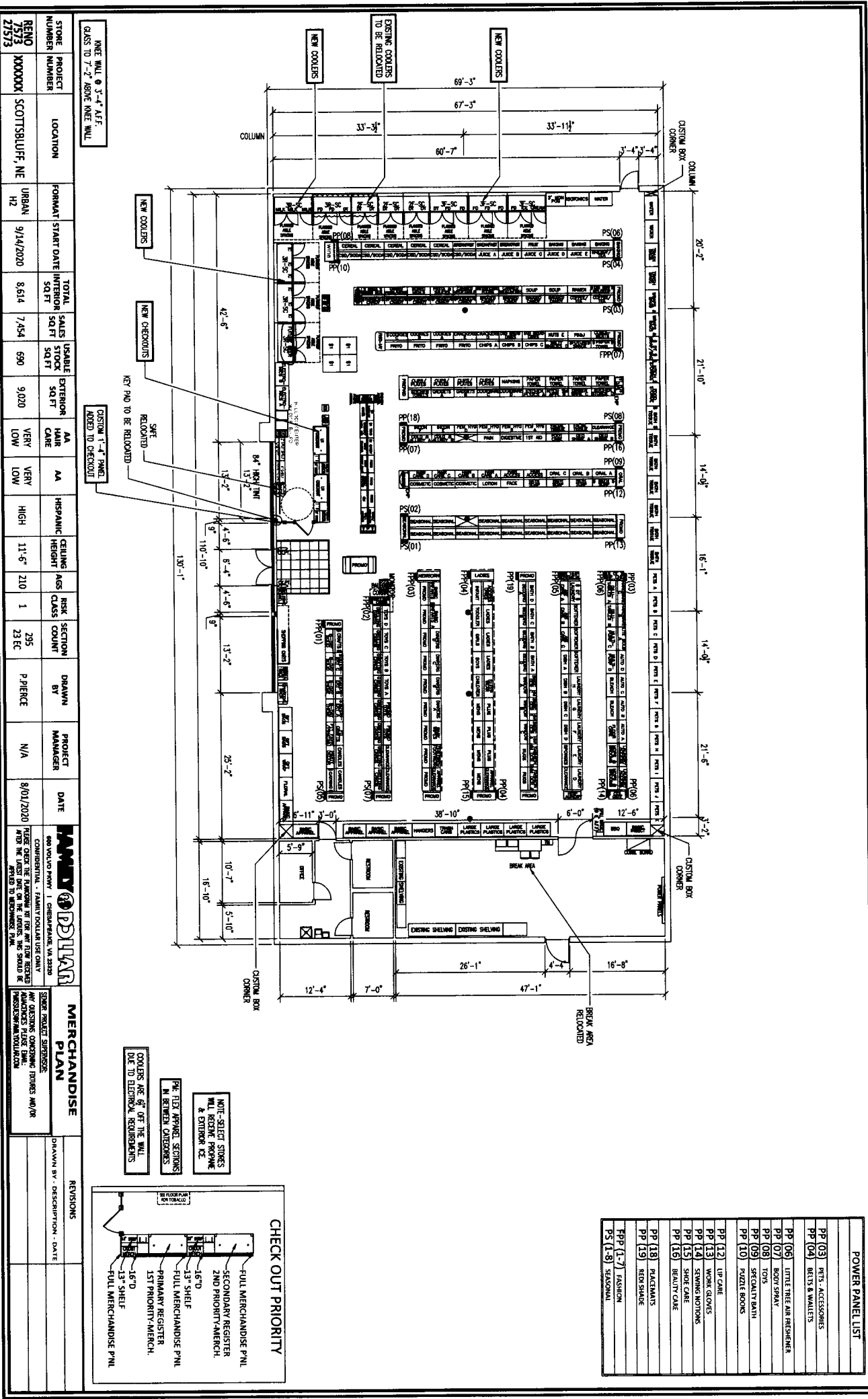
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH AND THE NUMBER OF FLOORS OF THE BUILDING.

Building length 130' x width 70' in feetIs there a basement? Yes ☐ No ☒ If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feetIs 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**

See attached floor plan





## 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
N/A				

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

\_\_\_\_\_ YES ☒ NO

If yes, provide business name and license number \_\_\_\_\_

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

\_\_\_\_\_ YES ☒ NO

If yes, give name of business and liquor license number \_\_\_\_\_

### 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)

a) Submit a copy of the business purchase 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

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** 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

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 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 (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

N/A

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

\_\_\_\_ YES ☒ NO

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

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

**Bank of America, Mike Witynski - CEO, Dollar Tree**

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.

**Family Dollar holds many licenses (See attached)**

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)
Jacob Eckles	10/2021	TIPS (See attached Certification)

**Experience**

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Jacob Eckles / Regional Director	Current	Family Dollar, Chesapeake, VA

13. If the property 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 be in the name of applicant as owner or lessee**

X Lease expiration date 12/31/2026  
 \_\_\_\_\_ Deed  
 \_\_\_\_\_ Purchase Agreement

14. When do you intend to open for business? Currently Open - Retail Variety Store Adding Beer Sales

15. What will be the main nature of business? Retail/Grocery Variety Store

16. What are the anticipated hours of operation? Monday - Saturday 9am - 10pm; Sunday 9am - 9pm

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 CITY & STATE	YEAR FROM TO		SPOUSE CITY & STATE	YEAR FROM TO	
Peter Barnett 329 Cavalier Dr., Virginia Beach, Va 23451	05/2019	Present	329 Cavalier Dr., Virginia Beach, Va 23451	05/2019	Present
Peter Barnett 332 Laskin Rd. #507, Virginia Beach, VA 23451	08/2018	05/2019	332 Laskin Rd. #507, Virginia Beach, VA 23451	08/2018	05/2019
Peter Barnett 314 Cawdor Crossing, Chesapeake, VA 23322	10/2013	08/2018	314 Cawdor Crossing, Chesapeake, VA 23322	10/2013	08/2018

**If necessary, attach a separate sheet**

FORM 100  
REV 8/4/21  
PAGE 7

**PERSONAL OATH AND CONSENT OF INVESTIGATION  
SIGNATURE PAGE –  
PLEASE READ CAREFULLY**

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).  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

  
\_\_\_\_\_  
Signature of **APPLICANT**  
(Do not sign until in the presence of the Notary Public)

**Peter Allan Barnett**

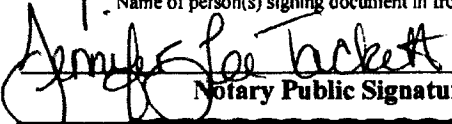
Printed Name of **APPLICANT**

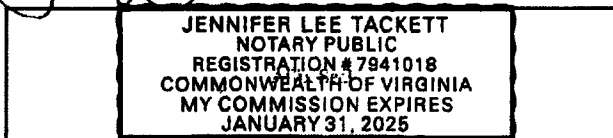
State of Virginia City County of Cherokee  
Nebraska


The foregoing instrument was acknowledged before me this

10/26/21  
(Date)

By Yvonne Barnett  
Name of person(s) signing document in front of Notary

  
\_\_\_\_\_  
Notary Public Signature



  
\_\_\_\_\_  
Signature of **SPOUSE**  
(Do not sign until in the presence of the Notary Public)

**Yvonne Barnett**

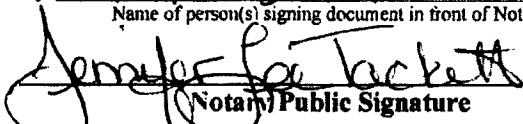
Printed Name of **SPOUSE**

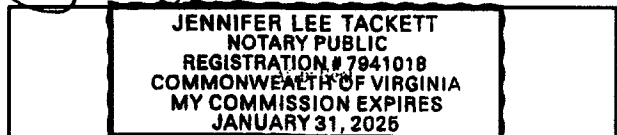
State of Virginia City County of Cherokee  
Nebraska

The foregoing instrument was acknowledged before me this

10/26/21  
(Date)

By Peter Barnett  
Name of person(s) signing document in front of Notary

  
\_\_\_\_\_  
Notary Public Signature



FORM 100  
REV 8/4/21  
PAGE 8

APPLICATION FOR LIQUOR LICENSE  
CORPORATION  
INSERT - FORM 3a

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

MAY 11 2022

NEBRASKA LIQUOR  
CONTROL COMMISSION

Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Officers, directors and stockholders 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 Incorporation (must show electronic stamp or barcode receipt by Secretary of States Office)

Name of Registered Agent: The Prentice Hall Corporation System, Inc.

Name of Corporation that will hold license as listed on the Articles

Family Dollar, Inc.

Corporation Address: Attn: Alcohol/Tobacco Team (9th Floor) 500 Volvo Pkwy

City: Chesapeake

State: VA

Zip Code: 23320

Corporation Phone Number: 757-321-5493

Fax Number \_\_\_\_\_

Total Number of Corporation Shares Issued: 100 Percent Shareholder

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: Barnett

First Name: Peter

MI: \_\_\_\_\_

Home Address: 329 Cavalier Dr

City: Virginia Beach

State: VA

Zip Code: 23451

Home Phone Number: 757-630-6683

  
Signature of President/CEO

ACKNOWLEDGEMENT

State of Virginia  
County of Chesapeake  
City Chesapeake  
Date 5/10/2022

The foregoing instrument was acknowledged before me this

by Peter Barnett

name of person acknowledge

Affix Seal

JENNIFER LEE TACKETT  
NOTARY PUBLIC  
REGISTRATION # 7941018  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
JANUARY 31, 2025

FORM 101  
REV JUNE 2015  
Page 1 of 4

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: **Barnett** First Name: **Peter** MI: **A**

Social Security Number: [REDACTED] *\*Spouse*

Title: **President** Number of Shares **0**

Spouse Full Name (indicate N/A if single): **Yvonne Izan Barnett**

Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Last Name: **Spencer** First Name: **Harry** MI: **R**

Title: **Assistant Secretary** Number of Shares **0** ✓

Spouse Full Name (indicate N/A if single): **Janeine Berryman Spencer**

Last Name: **Littler** First Name: **Todd** MI: **B**

Title: **Senior Vice President** Number of Shares **0** ✓

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

Last Name: **Mitchell, Jr.** First Name: **John** MI: **S**

Title: **Vice President/Assistant Secretary** Number of Shares **0** ✓

Spouse Full Name (indicate N/A if single): **Richard James Mitchell**

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: Elder First Name: Jonathan MI: L

Title: Vice President Number of Shares 0

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

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

Last Name: Dean First Name: Roger MI: W

Title: Vice President/Treasurer Number of Shares 0

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

Last Name: Family Dollar, Inc. First Name: N/A MI: N/A

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

Title: Shareholder Number of Shares 100%

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

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

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_



**LIST OF OFFICERS & DIRECTORS  
FOR  
FAMILY DOLLAR, INC.**

<b><u>Officer</u></b>	<b><u>Title</u></b>
✓ Peter Barnett .....	President
✓ Todd Littler .....	Senior Vice President
✓ Roger Dean .....	Vice President and Treasurer
✓ Jonathan Elder .....	Vice President – Tax
✓ John S. Mitchell, Jr. ....	Vice President and Secretary
✓ Harry R. Spencer .....	Assistant Secretary

**Directors**

Peter Barnett  
Roger Dean

Is the applying corporation controlled by another corporation/company?

☒ YES

☐ NO

If yes, complete controlling corporation insert form 185

---

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

Starting Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

---

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 101  
REV DEC 2015  
Page 4 of 4

## Nebraska Secretary of State

## FAMILY DOLLAR, INC.

Mon May 9 16:07:44 2022

## SOS Account Number

1598680

## Status

Active

## Principal Office Address

500 VOLVO PARKWAY  
CHESAPEAKE, VA 23320

## Registered Agent and Office Address

THE PRENTICE HALL CORPORATION SYSTEM, INC.  
233 SOUTH 13TH STREET  
SUITE 1900  
LINCOLN, NE 68508

## Nature of Business

RETAIL OPERATIONS

## Entity Type

Foreign Corp

## Date Filed

Dec 15 1997

## Next Report Due Date

Jan 01 2024

Corporation Position	Name	Address
President	PETER BARNETT	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Secretary	JOHN S MITCHELL, JR.-VICE PRESIDENT	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Director	PETER BARNETT	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Director	ROGER DEAN	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
VICE PRESIDENT AND TREASURER	ROGER DEAN	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
VICE PRESIDENT - TAX	JONATHAN ELDER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
SENIOR VICE PRESIDENT	TODD LITTLER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Assistant Secretary	HARRY R SPENCER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320

**CONTROLLING CORPORATION  
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**

APR 25 2022

NEBRASKA LIQUOR  
CONTROL COMMISSION

**Attach copy of Articles as filed with the Nebraska Secretary of State - §53-126**

**Name and address of the controlling corporation of the applying corporation**

Controlling Corporation Name: Family Dollar Stores, Inc.  
Controlling Corporation Address: Attn: Alcohol/Tobacco Team (9th Floor) 500 Volvo Pkwy  
City: Chesapeake State: VA Zip Code: 23320

**Provide the names of the top four officer/members of the controlling corporation**

1. Full Name: Michael Witynski  
Job Title: President and Chief Executive Officer
2. Full Name: Jennifer Hulett  
Job Title: Chief Human Resources Officer
3. Full Name: David Jacobs  
Job Title: Chief Strategy Officer
4. Full Name: Richard McNeely  
Job Title: Chief Merchandising Officer

## Nebraska Secretary of State

## FAMILY DOLLAR STORES, INC.

Mon May 9 16:08:11 2022

**SOS Account Number**

1912239291

**Status**

Active

**Principal Office Address**500 VOLVO PARKWAY  
CHESAPEAKE, VA 23320**Registered Agent and Office Address**THE PRENTICE-HALL CORPORATION SYSTEM, INC.  
SUITE 1900  
233 SOUTH 13TH STREET  
LINCOLN, NE 68508-0000**Nature of Business**

RETAIL HOLDING COMPANY

**Entity Type**

Foreign Corp

**Date Filed**

Dec 06 2019

**Next Report Due Date**

Jan 01 2024

Corporation Position	Name	Address
Secretary	CYNTHIA BERTUCCI-ASSISTANT SECRETARY	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Director	ROGER DEAN	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Director	WILLIAM A OLD JR.	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Director	BOB SASSER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
ZONE VICE PRESIDNT	JORGE AMADOR	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
VICE PRESIDENT, DEP GEN CNCL, ASST. SEC	BETH BERMAN	500 VOLVO PARKWAY CHESAPEAKE, VA 23320

Corporation Position	Name	Address
<b>VICE PRESIDENT, TREASURER</b>	ROGER DEAN	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA
<b>Vice President</b>	JONATHAN ELDER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>Vice President</b>	MENNO ENTERS	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA
<b>SENIOR VICE PRESIDENT</b>	STEVE FARRELL	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>Vice President</b>	RANDY GUILER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>Assistant Secretary</b>	DANA HAY	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>Vice President</b>	RYAN HILL	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>CHIEF HUMAN RESOURCES OFFICER</b>	JENNIFER HULETT	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>VICE PRESIDENT AND CONTROLLER</b>	BRADLEY HUNTER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>CHIEF STRATEGY OFFICER</b>	DAVID JACOBS	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA
<b>EXECUTIVE VICE PRESIDENT</b>	ALASDAIR JAMES	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>Vice President</b>	DAVID JEWELL	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>SENIOR VICE PRESIDENT</b>	TODD LITTLER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>SENIOR VICE PRESIDENT, CHIEF ACCOUNTING OFFICER</b>	KATHLEEN MALLAS	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA

Corporation Position	Name	Address
ZONE VICE PRESIDENT	LONNIE W MCCAFFETY	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
ZONE VICE PRESIDENT	MICHAEL MCKINLEY	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
CHIEF MERCHANDISING OFFICER	RICHARD MCNEELY	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Vice President	DEBORAH MILLER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
VICE PRESIDENT, SENIOR DEP GEN CNSL, ASST. SEC	JOHN S MITCHELL, JR.	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Vice President	MICHAEL NEWMAN	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
CHIEF OPERATING OFFICER	TOM O'BOYLE	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
SENIOR VICE PRESIDENT	ROBERT OBEROSLER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
SENIOR VP, CHF LGL OFF, GEN CNSL, SECRETARY	WILLIAM A OLD JR.	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA
CHIEF INFORMATION OFFICER	JAMES A PAISLEY	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
VICE PRESIDENT, ASSISTANT SECRETARY	DEREK REDMOND	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Assistant Secretary	HARRY R SPENCER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
Vice President	CHRISTOPHER TEETER	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
ZONE VICE PRESIDENT	JEROME G VICKERS	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
SENIOR VICE PRESIDENT	CHRISTOPHER WILLIAMS	500 VOLVO PARKWAY CHESAPEAKE, VA 23320

Corporation Position	Name	Address
<b>PRESIDENT AND CHIEF EXECUTIVE OFFICER</b>	MICHAEL WITYNSKI	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>Vice President</b>	DAVID YANDOW	500 VOLVO PARKWAY CHESAPEAKE, VA 23320
<b>Vice President</b>	KEITH ZANNI	500 VOLVO PARKWAY CHESAPEAKE, VA 23320

### Filed Documents

Filed documents for FAMILY DOLLAR STORES, INC. 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	
Foreign Authority	Dec 06 2019	\$3.60 = 8 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Occupation Tax Report	Feb 28 2020	\$1.80 = 4 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Amended Occupation Tax Report	Sep 29 2021	\$1.35 = 3 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Amended Occupation Tax Report	Jan 05 2022	\$1.35 = 3 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Occupation Tax Report	Feb 22 2022	\$1.80 = 4 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Amended Occupation Tax Report	Mar 29 2022	\$0.90 = 2 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

### Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

#### Online Certificate of Good Standing with Electronic Validation

This certificate is currently not available. Please contact the Nebraska Secretary of State's office by email at [sos.corp@nebraska.gov](mailto:sos.corp@nebraska.gov) or by calling (402) 471-4079 for information and instructions.

#### Certificate of Good Standing - USPS Mail Delivery

**\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)



**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**

APR 25 2022

**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

**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**

APR 25 2022

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: **Family Dollar, Inc.**

**Premise information**

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

Premise Trade Name/DBA: **Family Dollar Store #27573**

Premise Street Address: **1412 E Overland**

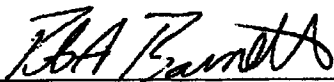
City: **Scottsbluff**

County: **Scottsbluff** Zip Code: **69361**

Premise Phone Number: **308-562-6003**

Premise Email address: **ab-licensing@dollartree.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)

Form 103  
Rev July 2018  
Page 2 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**

APR 25 2022

**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: Family Dollar, Inc.

**Premise information**

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

Family Dollar Store #27573

Premise Trade Name/DBA: \_\_\_\_\_

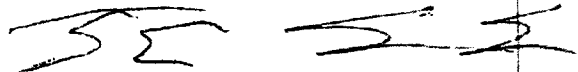
Premise Street Address: 1412 E Overland

City: Scottsbluff County Scottsbluff Zip Code: 69361

Premise Phone Number: 308-562-6003

Premise Email address: ab-licensing@dollartree.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)

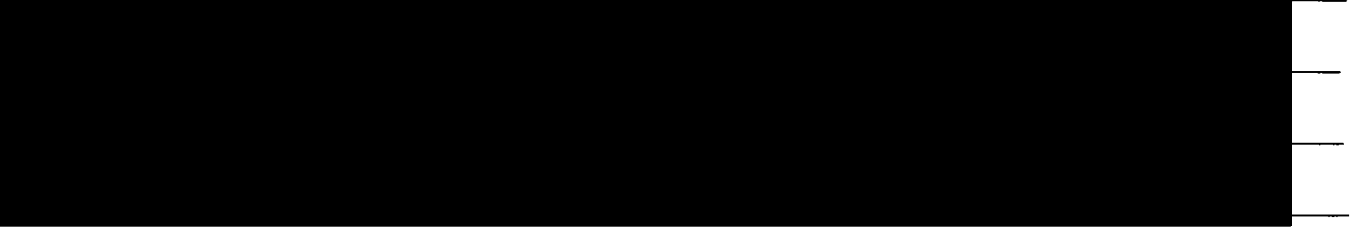
**Manager's information must be completed below PLEASE PRINT CLEARLY**

Last Name: Eckles First Name: Jacob MI: J

Home Address: 520 Bader Ave.

City: Seward County: Seward Zip Code: 68434

Home Phone Number: 402-646-8800



Email address: jaeckles@familydollar.com

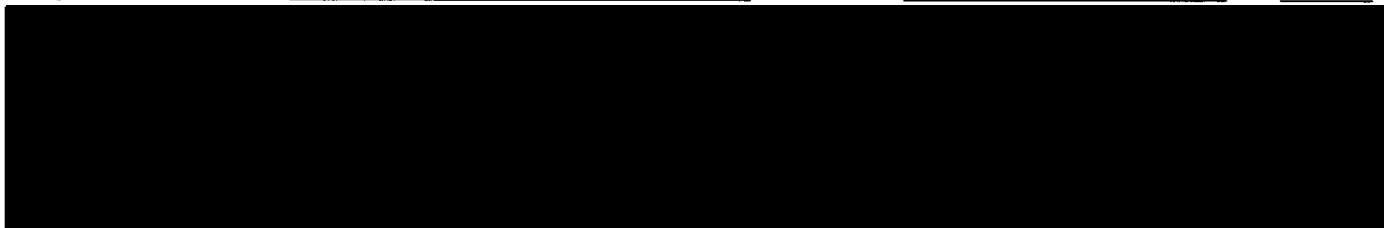
**Are you married? If yes, complete spouse's information (Spouse's information has been submitted)**

☒ YES

☐ NO

**Spouse's information**

Spouses Last Name: Eckles First Name: Heather MI: E



**APPLICANT & SPOUSE MUST HAVE RESIDED IN THE CITY FOR TEN (10) YEARS**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Seward, NE	2020	Present			
Goehner, NE	2014	2020			
Seward, NE	2013	2014			
Lincoln, NE	2011	2013			

# MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2020	Present	Family Dollar	Mike Huddleston	559-554-8647
2019	2020	Advantage Solutions	Zellem Henrequez	847-271-0925

## 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: 10/25/2021 Name on Certificate: Jacob Eckles

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Jacob Eckles	10/2021	TIPS (See attached certificate)

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Jacob Eckles / Regional Director	Current	Family Dollar, Chesapeake, VA

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

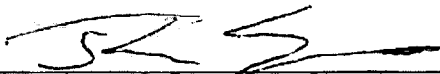
## PERSONAL OATH AND CONSENT OF INVESTIGATION

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.



Signature of Manager Applicant



Signature of Spouse

### ACKNOWLEDGEMENT

City Virginia  
State of ~~Nebraska~~ Virginia  
County of Chesapeake

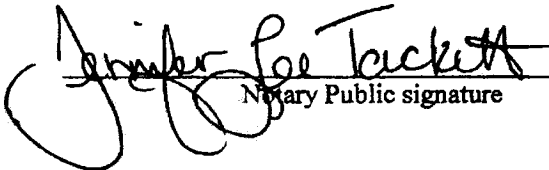
The foregoing instrument was acknowledged before me this

10/27/21  
date

by



NAME OF PERSON BEING ACKNOWLEDGED

  
Notary Public signature

Affix Seal

JENNIFER LEE TACKETT  
NOTARY PUBLIC  
REGISTRATION # 7941018  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
JANUARY 31, 2025

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.

**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**

APR 25 2022

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

☒ 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.

☒ 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.

*Heather Eckles*

Signature of **NON-PARTICIPATING SPOUSE**

*Heather Eckles*

Print Name

*Virginia City*  
State of ~~Nebraska~~, County of *Chesapeake*

The foregoing instrument was acknowledged before me

this 10/27/21 (date)

by *Heather Eckles*

Name of person acknowledged  
(Individual signing document)

*Jacob Eckles*

Signature of **APPLICANT**

*Jacob Eckles*

Print Name

*Virginia City*  
State of ~~Nebraska~~, County of *Chesapeake*

The foregoing instrument was acknowledged before me

this 10/27/21 (date)

by *Jacob Eckles*

Name of person acknowledged  
(Individual signing document)

*Jennifer Lee Tackett*  
Notary Public Signature

JENNIFER LEE TACKETT  
NOTARY PUBLIC  
REGISTRATION # 7941018  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
JANUARY 31, 2025

*Jennifer Lee Tackett*  
Notary Public Signature

JENNIFER LEE TACKETT  
NOTARY PUBLIC  
REGISTRATION # 7941018  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
JANUARY 31, 2025

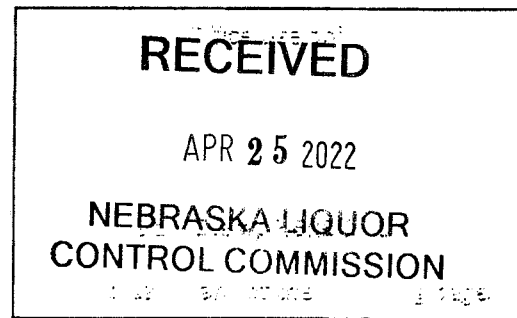
In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format.

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  
4600 Innovation Drive  
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 Family Dollar Store #24926

Name of Person Being Fingerprinted: Jacob Eckles

Date fingerprints were taken: 5/18/21

Location where fingerprints were taken: Open Doors Computer Services 2711 O Street Lincoln, NE 68510

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 ☒

  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147  
REV JUNE 2021

**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)

RECEIVED

APR 25 2022

NEBRASKA LIQUOR  
CONTROL COMMISSION

**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  
4600 Innovation Drive  
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 Family Dollar Store #24926

Name of Person Being Fingerprinted: Peter Allan Barnett

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 ☐

  
**SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED**

FORM 147  
REV JUNE 2021

**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**

APR 25 2022

NEBRASKA LIQUOR  
CONTROL COMMISSION

☒ 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.

☒ 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.

*Yvonne Barnett*

Yvonne Barnett

Print Name

State of Virginia City Nebraska, County of Chesapeake

The foregoing instrument was acknowledged before me

this 10/26/21 (date)

by Yvonne Barnett  
Name of person acknowledged  
(Individual signing document)

*Peter Barnett*

Signature of APPLICANT

Peter Allan Barnett

Print Name

State of Virginia City Nebraska, County of Chesapeake

The foregoing instrument was acknowledged before me

this 10/26/21 (date)

by Peter Barnett  
Name of person acknowledged  
(Individual signing document)

*Jennifer Lee Tackett*  
Notary Public Signature

JENNIFER LEE TACKETT  
NOTARY PUBLIC  
REGISTRATION # 7941018  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
JANUARY 31, 2025

*Jennifer Lee Tackett*  
Notary Public Signature

JENNIFER LEE TACKETT  
NOTARY PUBLIC  
REGISTRATION # 7941018  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
JANUARY 31, 2025

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

# Certificate of Completion

This Certificate of Completion of

**eTIPS Off Premise 3.1**

For coursework completed on October 25, 2021

provided by Health Communications, Inc.

is hereby granted to:

**Jacob Eckles**

Certification to be sent to:

**Family Dollar**

**520 Bader Ave**

**Seward NE, 68434-1128 USA**

**HCH**  
HEALTH COMMUNICATIONS, INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.



\*Admitted in GA and AL

James A. Balli, Partner\*  
Direct: 770.434.4335  
jballi@taylorenglish.com

May 10, 2022

RECEIVED

Nebraska Liquor Control Commission  
301 Centennial Mall South  
PO Box 95046  
Lincoln, NE 68509-5046

MAY 11 2022

NEBRASKA LIQUOR  
CONTROL COMMISSIONRe: Family Dollar, Inc. d/b/a Family Dollar Store #32888 at 4310 Ames Ave, Omaha, NE  
68111 ("Store").

To Whom it May Concern:

I represent Family Dollar, Inc. ("Family Dollar") in licensing matters. As part of the application process, it is requested that Family Dollar provide a simple business plan/description. Accordingly, I am submitting the following information and description.

**Business Plan/Description**

When it comes to delivering value on family essentials in a convenient neighborhood location, Family Dollar is THE one-stop shop! As one of the nation's fastest-growing retailers, we offer a compelling assortment of merchandise for the whole family. Families will find household cleaners, food, health and beauty aids, toys, apparel, home fashions, and more—all for everyday low prices. Many of our items are \$1 or less, and most items in the store are priced below \$10. We make shopping fun while keeping our shoppers' budgets top of mind.

As shoppers enter their neighborhood Family Dollar [such as the Store], they will discover great values on the name brands they trust in a clean, well-organized store staffed with friendly associates. Our relatively small footprint allows us to open new stores in rural areas, small towns, and large urban neighborhoods, meeting our shoppers right where they are. Family Dollar strives to be the best small-format value and convenience retailer, serving the needs of our shoppers in the neighborhoods we serve. We know how hard you work to provide for your family—so that's why we've made shopping for them easier. Whether you're preparing the perfect meal or snack, cleaning and re-organizing, looking for the perfect gift, or refreshing your home, count on Family Dollar to offer an abundance of products at affordable prices.

With regard to the proposed sale of alcohol for off-premise consumption, please be aware that Family Dollar takes the privilege of AB sales seriously and has a vigorous internal training and auditing program to ensure strict compliance and zero tolerance for failure to comply with all rules and regulations. In addition, Family Dollar locations are all equipped with surveillance cameras that monitor the cash registers, front doors, receiving and stockroom areas and always include at least one dedicated camera focused on beer and wine locations within the store. Based on these vigorous internal compliance matters and a culture of zero tolerance, Family Dollar is proud to say that from 2019 to 2021, the percentage rate of locations to violations received nationally is approximately less than four hundredths of one percent (.004%). Family Dollar remains committed to that standard of compliance excellence in Plainview, Nebraska.

02320478-1


[Name]  
May 10, 2022  
Page 2


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If you would like to obtain more information, please do not hesitate to contact me by email [jballi@taylorenghish.com](mailto:jballi@taylorenghish.com) or the assigned licensing specialist, Ashley Googer at [agooger@taylorenghish.com](mailto:agooger@taylorenghish.com).

Sincerely,

TAYLOR ENGLISH DUMA, LLP

  
James A. Balli

  
Ashley Googer, Junior Licensing Specialist  
[agooger@taylorenghish.com](mailto:agooger@taylorenghish.com)  
Drina Miller, Managing Licensing Specialist,  
[dmiller@taylorenghish.com](mailto:dmiller@taylorenghish.com)

02320478-1

STATE OF NEBRASKA

**SECOND AMENDMENT TO LEASE AGREEMENT**

COUNTY OF SCOTTS BLUFF

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (this "Amendment") is made and entered into this 28 day of September, 2021, by and between **JAMES J. DOMENICO FAMILY TRUST**, successor-in-interest to MRI AGA Conyers LLC, a Delaware limited liability company, successor-in-interest to Venture, LLC, an Alabama limited liability company ("Landlord"), and **FAMILY DOLLAR, INC.**, a North Carolina corporation, successor-in-interest to Family Dollar Stores of Texas, L.P., a Texas limited partnership ("Tenant").

**W I T N E S S E T H:**

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated July 24, 2006 (as amended by that certain First Amendment to Lease Agreement dated April 1, 2016 (the "First Amendment") and that certain letter agreement dated December 18, 2008 (the "Roof Repair Agreement"), collectively, the "Lease"), with respect to certain premises situated on the southern side of East Overland Drive, east of its intersection with 14<sup>th</sup> Avenue, in the City of Scottsbluff, County of Scotts Bluff, State of Nebraska (as further described in the Lease, the "Demised Premises") and identified by Tenant as Store #27573 (formerly Store #7573); and

WHEREAS, the current term of the Lease, being the first extended term, expires on December 31, 2021; and

WHEREAS, Landlord and Tenant have reached an agreement to extend the duration of the first extended term;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants hereinafter contained, Landlord and Tenant agree as follows:

**1. EXTENSION OF CURRENT TERM; MODIFICATION OF RENT; REMAINING EXTENDED TERMS.**

a. The current term of the Lease, being the first extended term, is scheduled to expire on December 31, 2021. Landlord and Tenant hereby agree that the first extended term is extended by five (5) years, such that the new expiration date of the first extended term shall be December 31, 2026. During the aforementioned five (5) year extension period, commencing on January 1, 2022 and ending on December 31, 2026, Tenant shall pay Landlord (i) a fixed rent of FIVE THOUSAND SIX HUNDRED EIGHTY-SEVEN AND 50/100 DOLLARS (\$5,687.50) per month (i.e., \$68,250.00 per annum), and (ii) percentage rent equal to three percent (3%) of the gross sales (as defined in Paragraph 1 of the Original Lease) in excess of \$2,275,000.00 made by Tenant on the Demised Premises during each lease year period.

b. The Lease provides for seven (7) remaining extended terms of five (5) years each (i.e., the second, third, fourth, fifth, sixth, seventh and eighth extended terms). The rent and other terms of the extended terms will be as set forth in Paragraph 6 of the Original Lease, as amended by Paragraph 2 of the First Amendment, except that the second extended term will commence on January 1, 2027, if Tenant does not cancel the same as provided in the Lease.



In recognition of the foregoing, the table in Paragraph 6 of the Original Lease, as amended by the table in Paragraph 2 of the First Amendment, is hereby amended and restated in its entirety as follows:

Extended Term	Period	Fixed Rent	Percentage Rent <sup>1</sup>
first extended term	01/01/2017-12/31/2021	\$5,416.67/month (\$65,000.04/annum)	3% over \$2,166,667.00/annum
	01/01/2022-12/31/2026	\$5,687.50/month (\$68,250.00/annum) <sup>2</sup>	3% over \$2,275,000.00/annum
second extended term	01/01/2027-12/31/2031	\$5,958.34/month (\$71,500.08/annum)	3% over \$2,383,333.00/annum
third extended term	01/01/2032-12/31/2036	\$6,554.17/month (\$78,650.04/annum)	3% over \$2,621,667.00/annum
fourth extended term	01/01/2037-12/31/2041	\$7,930.50/month (\$95,166.00/annum)	3% over \$3,172,200.00/annum
fifth extended term	01/01/2042-12/31/2046	\$8,723.59/month (\$104,683.08/annum)	3% over \$3,489,433.00/annum
sixth extended term	01/01/2047-12/31/2051	\$9,595.92/month (\$115,151.04/annum)	3% over \$3,838,367.00/annum
seventh extended term	01/01/2052-12/31/2056	\$10,075.71/month (\$120,908.52/annum)	3% over \$4,030,284.00/annum
eighth extended term	01/01/2057-12/31/2061	\$10,579.50/month (\$126,954.00/annum)	3% over \$4,231,800.00/annum

For all purposes under the Lease, as amended by this Amendment, the phrases "the term of this Lease" and "Lease term" will mean the current term, as extended, and any extended term that comes into effect pursuant to the Lease as amended.

2. **NOTICES.** Landlord's and Tenant's notice addresses in Paragraph 23 of the Lease are hereby deleted and replaced with the following:

As to Landlord:

James J. Domenico Family Trust  
34 Tamara Drive  
Littleton, Colorado 80127  
Telephone: (303) 638-3156

<sup>1</sup> Expressed as three percent (3%) of the gross sales (as defined in Paragraph 1 of the Original Lease) in excess of the stated amount made by Tenant on the Demised Premises during each lease year period.





**As to Tenant:**

Notices to: Family Dollar  
Attention: Lease Administration Department  
500 Volvo Parkway  
Chesapeake, VA 23320  
Telephone: (757) 321-5000  
Reference: Store No. 27573

Billing/Invoices to: Family Dollar  
500 Volvo Parkway  
Department 300  
Chesapeake, VA 23320  
Reference: Store No. 27573

3. **RECORDING.** In order to evidence the terms of this Amendment, Landlord agrees to execute an updated memorandum of lease or a short form lease (collectively, "Memorandum of Lease") reasonably acceptable to Landlord and Tenant which Tenant may record, at its expense, in the appropriate office for the recordation of real estate conveyances for the county or other jurisdiction in which the Demised Premises are located. Landlord also agrees to execute and deliver to Tenant any other affidavits, statements or documents needed to record the Memorandum of Lease.

4. **ELECTRONICALLY DELIVERED SIGNATURES/COUNTERPARTS.** This Amendment may be executed in any number of counterparts with the same effect as if all signatures on the counterpart pages appeared in the same instrument. When this Amendment is signed by Landlord or Tenant, Landlord or Tenant may deliver copies of this Amendment to the other party via electronic delivery, including, without limitation, e-mail or fax. Delivery of a party's signed counterpart of this Amendment via electronic delivery will be as valid and binding upon the parties as are original ink signatures.

5. **LANDLORD AND TENANT WARRANTIES.** Landlord represents and warrants that Landlord has full right and lawful authority to enter into this Amendment for the present term and all extensions; that Landlord is lawfully seized of the Demised Premises and has good, fee simple title thereto; and that no consent or approval of any mortgagee of the Demised Premises or any other entity is required for this Amendment to be a binding and enforceable obligation of Landlord, its heirs, successors and assigns.

Tenant represents and warrants that Tenant has full right and lawful authority to enter into this Amendment.

It is mutually understood and agreed that the Lease will remain in full force and effect except as specifically modified and amended by this Amendment. All covenants, terms, obligations and conditions of the Lease which are not modified or amended are hereby ratified and confirmed.

Landlord and Tenant have caused this Amendment to be duly signed and sealed.



WITNESSES:

LANDLORD

JAMES J. DOMENICO FAMILY TRUST

WITNESS:

[Signature]  
Print Name: Michael Vabry

By: [Signature] (SEAL)  
Name: Trustee  
Title: Kathleen Domenico  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

NOTARY

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the aforesaid State and County, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of JAMES J. DOMENICO FAMILY TRUST, personally appeared before me this day and that by the authority duly given, the foregoing instrument was signed and executed by him/her for the purposes therein expressed.

WITNESS my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

See Attached California  
Notarial Certificate

Printed Name: \_\_\_\_\_  
Notary Public

[SEAL]

My Commission Expires: 12-20-2021



# CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Marin

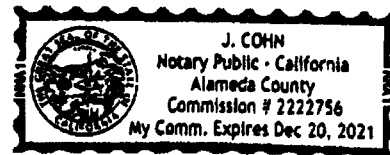
On Sept. 28, 2021 before me, J. Cohn Notary Public  
(Insert name and title of the officer)

personally appeared Kathleen Domenico  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature J Cohn (Seal)



Doc: Second Amendment to Lease Agreement  
Date: 9/28/2021

WITNESS:

TENANT

FAMILY DOLLAR, INC., a North Carolina corporation

Kanada Sturdivant  
Print Name: Kanada Sturdivant

By: Deborah E. Miller (SEAL)  
Deborah E. Miller, Vice President

Date: 9-9-21

COMMONWEALTH OF VIRGINIA

NOTARY

CITY OF CHESAPEAKE

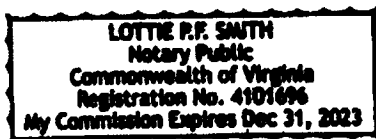
I, Lottie P. F. Smith, a Notary Public in and for the aforesaid Commonwealth and City, do hereby certify that DEBORAH E. MILLER, Vice President of FAMILY DOLLAR, INC., a North Carolina corporation, personally appeared before me this day and that by the authority duly given, the foregoing instrument was signed and executed by her for the purposes therein expressed.

WITNESS my hand and notarial seal this the 9<sup>th</sup> day of September, 2021.

Lottie P. F. Smith  
Printed Name: Lottie P. F. Smith  
Notary Public

[SEAL]

My Commission Expires: 12/31/23



STATE OF NEBRASKA

FIRST AMENDMENT TO LEASE AGREEMENT

COUNTY OF SCOTTS BLUFF

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this 1<sup>st</sup> day of April, 2016, by and between MRI AGA CONYERS LLC, successor-in-interest to VENTURE, LLC ("Landlord"), and FAMILY DOLLAR, INC. ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated July 24, 2006 (the "Lease") with respect to certain property situated on the southern side of East Overland Drive, east of its intersection with 14<sup>th</sup> Avenue, in the City of Scottsbluff, County of Scotts Bluff, State of Nebraska, as more specifically described in the Lease (the "demised premises") and identified by Tenant as Store #7573; and

WHEREAS, the current term of the Lease, being the initial term, expires on December 31, 2016, and Landlord desires that Tenant allow the lease term to be automatically extended through the next extended term (the first extended term), which Tenant is only willing to do if Landlord agrees to hold the current fixed rent and percentage rent during the first extended term and reduce the fixed rent and percentage rent during the second and third extended terms as set forth below;

NOW, THEREFORE, Landlord and Tenant amend the Lease as follows:

1. EXTENDED TERM; REDUCTION IN RENT. Landlord and Tenant agree that the Lease is hereby extended through the first extended term (January 1, 2017 through December 31, 2021), and that during the first extended term, Tenant shall pay fixed rent of FIVE THOUSAND FOUR HUNDRED SIXTEEN AND 67/100 DOLLARS per month (\$65,000.04/annum) and a percentage rent equal to three percent of gross sales in excess of \$2,166,667.00 made by Tenant on the demised premises for each year during said extended term. All other duties and obligations of the parties during said extended term shall remain as otherwise set forth in the Lease.

2. REMAINING EXTENDED TERMS; NEW EXTENDED TERMS. The Lease will continue to have five additional extended terms of five years each, with the next extended term, being the second extended term, commencing on January 1, 2022, unless the Lease is otherwise terminated as permitted in the Lease. Landlord and Tenant agree that all duties and obligations during the remainder of the extended terms shall be as set forth in the Lease, except that fixed rent and percentage rent during the second and third



Scottsbluff, NE #7573 – 1st Amend

extended terms will be reduced as set forth in the chart below. In addition, Landlord and Tenant hereby add two additional extended terms of five years each (the seventh and eighth extended terms) at the rent set forth below:

EXTENDED TERM	FIXED RENT	PERCENTAGE RENT
2nd	\$5,958.34/month (\$71,500.08/annum)	3% over \$2,383,333.00/annum
3rd	\$6,554.17/month (\$78,650.04/annum)	3% over \$2,621,667.00/annum
4th	\$7,930.50/month (\$95,166.00/annum)	3% over \$3,172,200.00/annum
5th	\$8,723.59/month (\$104,683.08/annum)	3% over \$3,489,433.00/annum
6th	\$9,595.92/month (\$115,151.04/annum)	3% over \$3,838,367.00/annum
7th	\$10,075.71/month (\$120,908.52/annum)	3% over \$4,030,284.00/annum
8th	\$10,579.50/month (\$126,954.00/annum)	3% over \$4,231,800.00/annum

3. AUTHORITY. Landlord represents and warrants that Landlord has full right and lawful authority to enter into this Amendment and that all required consents and approvals of any mortgagees of the demised premises and any other entities have been obtained.

It is mutually understood and agreed that the Lease will remain in full force and effect except as specifically modified and amended by this Amendment. All covenants, terms, obligations and conditions of the Lease, which are not modified or amended, are hereby ratified and confirmed.

(The remainder of this page has been deliberately left blank.)


Signature page to follow.



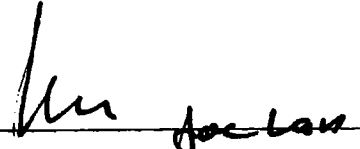
Landlord and Tenant have caused this Amendment to be duly signed and sealed.

WITNESSES:

LANDLORD  
MRI AGA CONYERS LLC (SEAL)

  
Name: Chris Perez


  
Name: Eli Sheng

  
By: \_\_\_\_\_  
Title: Manager

ATTEST:

TENANT  
FAMILY DOLLAR, INC.

  
Thomas E. Schoenheit  
Assistant Secretary

  
Robert L. Rogers  
Senior Vice President – Real Estate



STATE OF CA

NOTARY

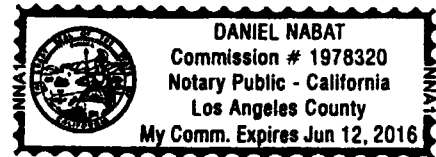
COUNTY OF Los Angeles

I, Daniel Nabat, a Notary Public in and for the aforesaid State and County, do hereby certify that Joan Taylor Carr of MRI AGA CONYERS LLC, personally appeared before me this day and acknowledged the foregoing instrument was signed and executed by him/her for the purposes therein expressed.

WITNESS my hand and notarial seal this the 1<sup>st</sup> day of April, 2016.

Daniel Nabat, Notary Public

My Commission Expires: 6/12/2016



STATE OF NORTH CAROLINA

NOTARY

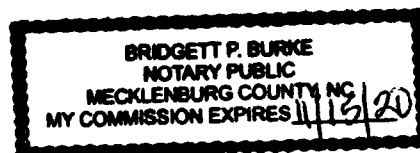
COUNTY OF MECKLENBURG

I, Bridgett P. Burke, a Notary Public in and for the aforesaid State and County, do hereby certify that Robert L. Rogers and Thomas E. Schoenheit, Senior Vice President – Real Estate and Assistant Secretary, respectively, of FAMILY DOLLAR, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 1<sup>st</sup> day of April, 2016.

Bridgett P. Burke  
Bridgett P. Burke, Notary Public

My Commission Expires: November 15, 2020





[THIS SPACE FOR USE BY RECORDING OFFICIAL]

Prepared by and mail after recording to:

Stephanie C. Wieboldt, Esquire  
Family Dollar, Inc.  
Post Office Box 1017  
Charlotte, NC 28201-1017

STATE OF NEBRASKA

**MEMORANDUM OF FIRST AMENDMENT  
TO LEASE AGREEMENT**

COUNTY OF SCOTTS BLUFF

THIS MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT (this "MEMORANDUM") is made this 1<sup>st</sup> day of April, 2016, by and between MRI AGA CONYERS LLC, successor-in-interest to VENTURE, LLC ("Landlord"), and FAMILY DOLLAR, INC. ("Tenant").

**WITNESSETH:**

Landlord demises to Tenant, and Tenant leases from Landlord that certain premises and improvements thereon situated on the southern side of East Overland Drive, east of its intersection with 14<sup>th</sup> Avenue, in the City of Scottsbluff, County of Scotts Bluff, State of Nebraska, and being that property together with a building that contains approximately 9,100 (130' x 70') square feet, together with the paved, marked and lighted parking, service and access areas as more specifically described in the Lease (the "demised premises") and identified by Tenant as Store #7573, as shown hatched on Exhibit B – Site Plan. The legal description of the demised premises is set forth on Exhibit A - Legal Description.

Tenant will have and hold the demised premises for a current term ending on the 31<sup>st</sup> day of December, 2021, upon the rents, terms, covenants and conditions contained in a certain Lease Agreement between the parties dated July 24, 2006, and that First Amendment to Lease Agreement of even date herewith (the Lease Agreement, as amended, is the "Lease"), which



Scottsbluff, NE #7573 – 1st Amend

Lease is incorporated herein by reference. The Lease provides for seven additional successive extensions of five years each.

Landlord's Address:  
MRI AGA CONYERS LLC  
307 N. Saltair Avenue  
Los Angeles, CA 90049

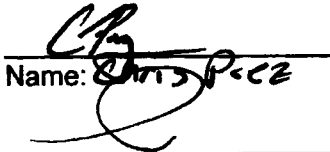
Tenant's Address:  
FAMILY DOLLAR, INC.  
P.O. Box 1017  
Charlotte, North Carolina 28201-1017  
Attn: Lease Administration Department

This MEMORANDUM amends any Memorandum of Lease between the parties for the Demised Premises previously recorded in the Public Records of Scotts Bluff County.

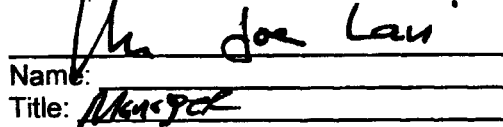
This MEMORANDUM has been duly executed by the parties in manner and form provided by law.

WITNESSES:

LANDLORD  
MRI AGA CONYERS LLC

  
Name: El. Shins

Name: El. Shins

  
Name: \_\_\_\_\_  
Title: Manager

ATTEST:

TENANT  
FAMILY DOLLAR, INC.

  
Thomas E. Schoenheit  
Assistant Secretary

By:   
Robert L. Rogers  
Senior Vice President – Real Estate



STATE OF CA  
COUNTY OF Los Angeles

NOTARY

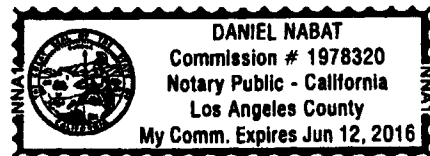
I, Daniel Nabat, a Notary Public, in and for the  
aforesaid State and County, do hereby certify that Joe Yehya Lewi,  
of MRI AGA CONYERS LLC, personally appeared  
before me this day and acknowledged the foregoing instrument was signed and executed  
by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 8 day of April, 2016.

[Signature]

Daniel Nabat, Notary Public

My Commission Expires: 6/12/16



STATE OF NORTH CAROLINA

NOTARY

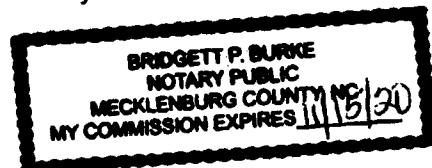
COUNTY OF MECKLENBURG

I, Bridgett P. Burke, a Notary Public in and for the aforesaid State and County, do  
hereby certify that ROBERT L. ROGERS and THOMAS E. SCHOENHEIT, Senior Vice  
President – Real Estate and Assistant Secretary, respectively, of FAMILY DOLLAR, INC.,  
personally appeared before me this day and that by the authority duly given and as the  
act of the corporation, the foregoing instrument was signed and executed by them for the  
purposes therein expressed.

WITNESS my hand and notarial seal this the 14 day of April, 2016.

[Signature]  
Bridgett P. Burke, Notary Public

My Commission Expires: November 15, 2020

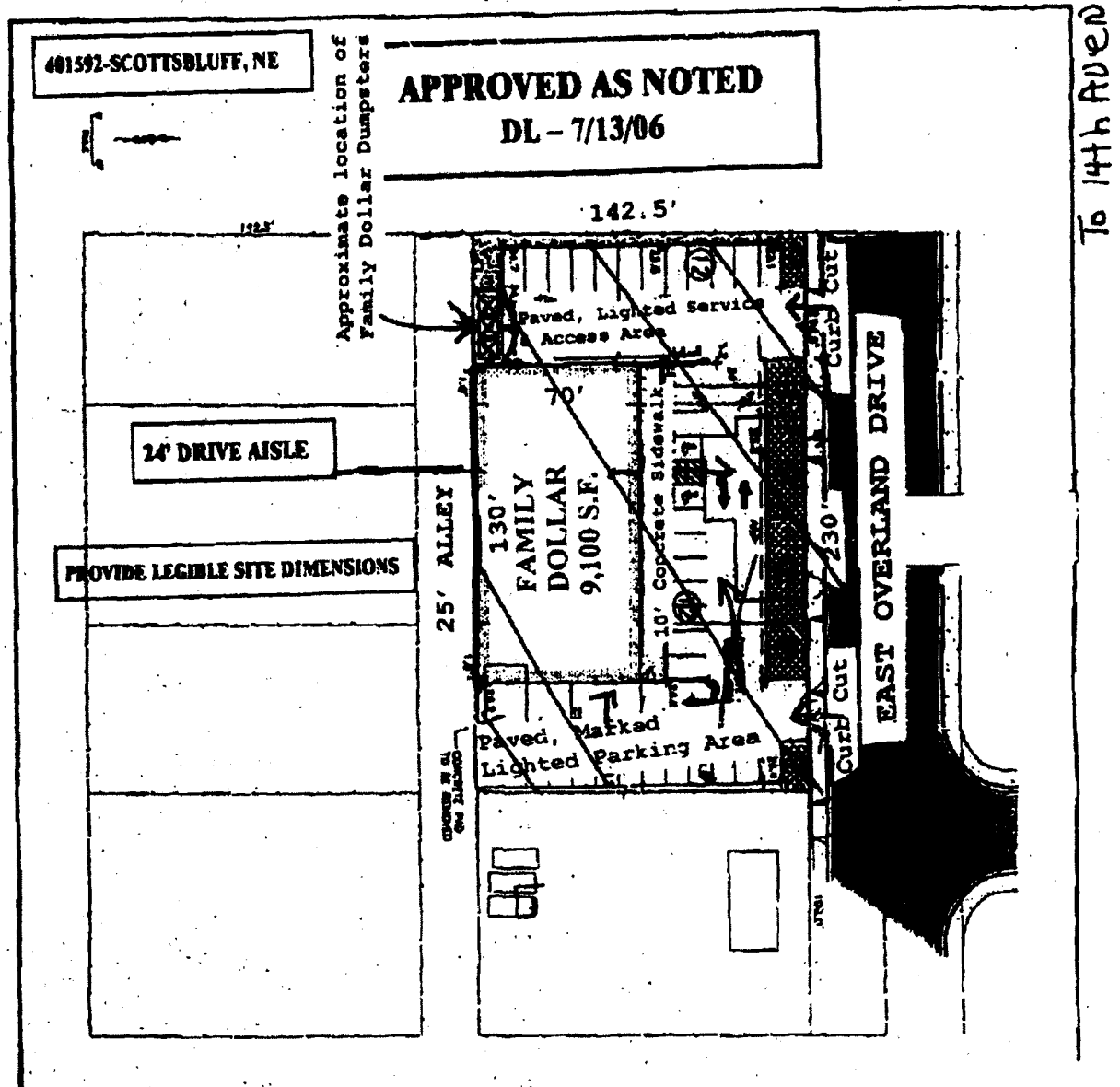


## **EXHIBIT A – LEGAL DESCRIPTION**

Block 1A, Camara Subdivision, A Replat of Lots 1, 2, and 3, Block 1,  
Camara Subdivision, A Subdivision in the City of Scottsbluff, Scotts Bluff  
County, Nebraska



## EXHIBIT B – SITE PLAN



**Exhibit B - Site Plan**



2(7573)

## ASSIGNMENT AND ASSUMPTION OF LEASES

This ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment") is made on December 26 2017 (the "Effective Date"), by and between MRI AGA Fort Walton LLC, a Delaware limited liability company ("Assignor"), and James J. Domenico Family Trust ("Assignee").

For a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, conveys, transfers and assigns to Assignee all of Assignor's right, title and interest, as landlord, in, to and under those certain leases (collectively, the "Leases"), for space within that certain real property located in the City of Scottsbluff, State of Nebraska and more particularly described in Schedule A attached hereto and incorporated herein by this reference (the "Real Property"), which Leases are set forth on Schedule B hereto, together with any and all rights, title, estates and interests of Assignor in and to the refundable security deposits and prepaid rents, if any, as has been paid to Assignor pursuant to such Lease and not previously applied pursuant to the Lease.

Assignee hereby accepts the foregoing assignment and agrees to assume, pay, perform and discharge, as and when due, all of the agreements and obligations of Assignor under the Leases, including any with respect to the security deposits and prepaid rents assigned hereby, to be performed from and after the Effective Date and agrees to be bound by all of the terms and conditions of the Leases from and after the Effective Date. Assignee hereby agrees to indemnify, protect, defend and hold Assignor harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or resulting from any breach or default by Assignee of Assignee's obligations to be performed under the terms of the Leases on or after the Effective Date.

Assignor represents and warrants that there are no pending or prospective lawsuits with respect to the Leases, and that this representation and warranty is valid through the Effective Date. Assignor hereby agrees to indemnify, protect, defend and hold Assignee harmless from and against any and all claims, demands, liabilities, losses, costs, damages or expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or resulting from any breach or default by Assignor of Assignor's obligations to be performed under the terms of the Leases on or before the Effective Date.

The provisions of this Assignment shall be binding upon, and shall inure to the benefit of, the permitted successors and assigns of Assignor and Assignee, respectively.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature and acknowledgment pages of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) and acknowledgment(s) thereon, provided such signature and acknowledgment pages are attached to any other counterpart identical thereto except having additional signature and acknowledgment pages executed and acknowledged by other parties to this Assignment attached thereto.

734626.01/LA  
C3333-001/12-26-17/gjl/gjl

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

"Assignor": MRI AGA Fort Walton LLC

By: 

Name: \_\_\_\_\_

Title: Managing Director

"Assignee": James J. Domenico Family Trust

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

"Assignor": MRI AGA Fort Walton LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"Assignee": James J. Domenico Family Trust

*Kathleen Domenico*

By: *Kathleen Domenico*  
Name: \_\_\_\_\_  
Title: *Trustee*



**EXHIBIT A**  
**LEGAL DESCRIPTION**

**BLOCK 1A, CAMARA SUBDIVISION, A REPLAT OF LOTS 1, 2 AND 3, BLOCK 1,  
CAMARA SUBDIVISION, A SUBDIVISION IN THE CITY OF SCOTTSBLUFF, SCOTTS  
BLUFF COUNTY, NEBRASKA.**

60700337.1

LEASE AGREEMENT

COUNTY OF SCOTTS BLUFF

THIS LEASE is made and entered into this 24th day of July, 2006, by and between VENTURE, LLC, an Alabama limited liability company (hereinafter called "Landlord"), and FAMILY DOLLAR, INC., a North Carolina corporation (hereinafter called "Tenant").

W I T N E S S E T H:

In consideration of the covenants hereinafter contained, to all of which Landlord and Tenant agree, Landlord hereby demises and lets to Tenant, and Tenant hereby rents and hires from Landlord the following described premises situated on the southern side of East Overland Drive, east of its intersection with 14<sup>th</sup> Avenue, in the City of Scottsbluff, County of Scotts Bluff, State of Nebraska, and being that property fronting approximately 230 feet on East Overland Drive and extending approximately 142.5 feet in a southerly direction to the rear as shown hatched on Exhibit B - Site Plan attached hereto and made a part hereof.

Together with a building containing 9,100 (130' x 70') square feet, which shall be constructed by Landlord, as hereinafter provided, on the above-described premises along with the paved, marked, lighted parking, service and access areas shown on Exhibit B - Site Plan (said premises and the building and other improvements thereon, upon completion of construction, are hereinafter called the "demised premises").

TO HAVE AND TO HOLD the demised premises together with all and singular the appurtenances, rights, privileges and easements thereunto belonging or in anywise appertaining, unto Tenant, its successors and assigns, for an initial term commencing as set forth in Paragraph 5 and ending on the 31st day of December, 2016.

1. RENT. Tenant hereby covenants and agrees to pay Landlord fixed rent at the rate of FIVE THOUSAND FOUR HUNDRED SIXTEEN AND



67/100 DOLLARS per month (\$65,000.04/annum) payable on or before the tenth day of each month beginning on the commencement date as set forth in Paragraph 5.

In addition to the fixed rent, Tenant shall pay Landlord a percentage rent equal to three percent (3%) of the gross sales in excess of \$2,166,667 made by Tenant on the demised premises during each lease year period. Tenant shall provide a statement of its gross sales signed by an officer of Tenant and pay any percentage rent due annually within ninety days after the end of each lease year. The term "lease year" shall mean the calendar year and shall always end on December 31. "Gross sales" shall mean all sales made from the demised premises excluding sales tax, excise tax, refunds, void sales and sales from vending machines.

2. COVENANT OF TITLE AND AUTHORITY. Landlord covenants and warrants that Landlord has full right and lawful authority to enter into this lease for the full initial term and all extensions; that as of the date Landlord delivers the demised premises to Tenant, Landlord will be lawfully seized of the demised premises and have good title thereto; that the alley located immediately to the south of the demised premises is a public alley; that there are no restrictions that will prevent Tenant from temporarily parking eighteen-wheel tractor-trailers in the alley to deliver inventory to the demised premises; that the demised premises are free and clear of all encumbrances (although Landlord may place a first mortgage or deed of trust on the demised premises so long as Tenant is provided a nondisturbance agreement that is consistent with Paragraph 21 of this lease); and that there are no laws, ordinances, government requirements or regulations or title restrictions or zoning or other matters which will restrict, limit or prevent the demised premises from being used for retail sales including the sale of merchandise typically



sold by variety stores, discount stores, dollar stores or variety discount stores.

3. USE OF PREMISES. Landlord warrants that the demised premises may be used, but not limited to such use, by Tenant, among others, for the conduct of a variety store, discount store, dollar store or variety discount store. Tenant shall not be obligated to continuously occupy or operate a business on the demised premises. Whether or not Tenant is occupying the demised premises or conducting business thereon, Tenant shall be responsible for paying the rent and other sums due Landlord under this lease and for performing Tenant's other obligations subject to and in accordance with the provisions of this lease.

4. CONSTRUCTION OF PREMISES.

A. DESIGN REQUIREMENTS. Landlord shall, at Landlord's expense, construct for Tenant a retail store building containing 9,100 (130' x 70') square feet of interior ground floor space, along with the paved, marked, lighted parking, service and access areas as shown on Exhibit B - Site Plan. Tenant's standard plans and specifications for a metal building are labeled Exhibit A, and constitute a part of this lease. (If Landlord chooses to erect a block building, Landlord shall notify Tenant and Tenant shall provide to Landlord Tenant's standard plans for a block building, which plans will be substituted for the attached Exhibit A.) Landlord shall prepare and submit three sets of construction drawings incorporating the requirements of Exhibit A and a fully engineered site plan to Tenant's Director of Store Planning for review prior to applying for site plan approval or building permits. Landlord shall erect and complete the building and all improvements to the demised premises in accordance with the drawings as modified and approved in writing by Tenant's Store Planning Department. Tenant's review of the construction drawings



shall be limited to insuring that they conform to Tenant's required design and appearance. Landlord shall have full responsibility for all other aspects of the construction drawings including but not limited to insuring that they comply with all applicable codes. In particular, Landlord shall ensure that the demised premises and all parking, service and access areas will be designed and constructed in accordance with the Standards for Accessible Design for new construction included in Appendix A to the Title III implementing regulations of the Americans with Disabilities Act of 1990. Upon completion of construction, Landlord (either on its own or through its architect, engineer or contractor) shall certify that the demised premises, including the parking, service and access areas, meet said standards by signing Exhibit C - ADA Certification.

There shall be no deviations from or changes to the construction drawings as approved by Tenant without the prior written approval of Tenant. If governmental officials require that changes or alterations be made, Landlord shall notify Tenant, and Landlord and Tenant shall work together in good faith to determine how best to accomplish the required changes or alterations. During the progress of construction, Tenant's representatives may from time to time inspect the work and materials to determine whether they are in accordance with the approved construction drawings. The failure of Tenant's representatives to object to any part of Landlord's construction shall not be deemed to be an acquiescence in or acceptance of any failure by Landlord to comply with the approved construction drawings. Landlord's failure to furnish construction drawings to Tenant as required by this lease shall constitute Landlord's commitment to construct Tenant's building strictly in accordance with Exhibit A. If Landlord fails to comply with the terms of



this Paragraph, Tenant shall not be obligated to accept possession of any building that does not conform to Tenant's design requirements.

B. CONSTRUCTION SCHEDULING. Landlord understands that the timely completion of construction is of utmost importance to Tenant. Accordingly, Landlord agrees to diligently perform the obligations Landlord is to perform under this Paragraph 4, and to keep Tenant informed of Landlord's progress of construction, including pre-construction matters. In particular, Landlord agrees to provide progress reports in the form attached as Exhibit D - Progress Report on a bi-monthly basis until Landlord is four weeks from completing the project, then on a weekly basis during the last four weeks of construction. Said reports shall be sent via e-mail or fax to Tenant's Construction Department. Tenant will e-mail the Exhibit D form to Landlord when this lease is signed. Promptly after this lease is signed, Landlord shall commence the tasks necessary for Landlord to commence construction, including but not limited to, ordering a survey, obtaining geotechnical information, and initiating civil plans.

At least twenty-eight (28) days prior to the date Landlord will give possession of the demised premises to Tenant, Landlord shall notify Tenant's Construction Department in writing of the date that Landlord will deliver the demised premises to Tenant with all construction completed (hereinafter called the "Delivery Date"). Landlord's notice shall be in the form attached as Exhibit E - Delivery Notice. The Delivery Notice (i) shall be sent to Tenant's Construction Department, (ii) may be sent via U. S. Mail, commercial delivery service or fax, and (iii) may be signed by any representative of Landlord who is knowledgeable of the status of Landlord's construction activities.



Landlord understands that the Delivery Notice will be binding on Landlord and that Tenant will rely on the Delivery Date set forth in the Delivery Notice to begin preparing to open its store. Tenant's preparations will include ordering store fixtures, buying advertising for Tenant's "grand opening" and hiring employees to open and operate the store. These preparations involve a substantial time commitment by Tenant's employees as well as significant out-of-pocket expenses. These internal activities and out-of-pocket expenses will have to be duplicated if the opening of Tenant's store is delayed and rescheduled. Therefore, if Landlord gives the Delivery Notice to Tenant, but fails to deliver the store with construction completed on or before the Delivery Date stated in the Delivery Notice, then Landlord will pay Tenant \$10,000 as liquidated damages to compensate Tenant for the costs and losses resulting from canceling and rescheduling the opening of Tenant's store. Landlord agrees that \$10,000 is reasonable compensation to Tenant for costs and losses resulting from delaying the opening of Tenant's store, and that it is not possible to calculate Tenant's exact losses and costs. If Landlord does not provide the Delivery Notice to Tenant within one year after the date this lease is signed by Landlord and Tenant, then Tenant shall have the right to terminate this lease. If Landlord signs this lease, but fails to make diligent and good faith efforts to construct the store for Tenant within fifteen months after the date this lease is signed by Landlord and Tenant, then Tenant shall also be entitled to collect from Landlord a lease termination fee of \$20,000.00, but Landlord shall not have any other liabilities for breach of this lease.

5. COMPLETION OF CONSTRUCTION, DELIVERY TO TENANT AND COMMENCEMENT OF RENT. Landlord shall deliver the demised premises to Tenant along with a certificate of occupancy upon completion of



all construction, provided that Tenant shall not be required to accept delivery of the demised premises during the period November 10 through January 5 of any years, or prior to the date Tenant and Landlord's mortgagee have entered into a nondisturbance agreement consistent with the terms of the Paragraph of this lease entitled SUBORDINATION TO MORTGAGES and Landlord has provided the certification attached as Exhibit C - ADA Certification.

If Landlord sends the Delivery Notice to Tenant and delivers the demised premises to Tenant with construction completed on or before the Delivery Date set forth in the Delivery Notice, the fixed rent will begin to accrue on the earlier of (i) thirty days after Landlord delivers the demised premises fully completed to Tenant, or (ii) the date Tenant opens for business.

If Landlord does not provide the Delivery Notice to Tenant at least twenty-eight (28) days prior to completing construction, but otherwise completes Landlord's obligations set forth in Paragraph 4, Tenant shall have the right to accept possession of the demised premises and open for business. The fixed rent will begin to accrue thirty days after Landlord notifies Tenant in writing that the demised premises are available for possession and Tenant accepts the demised premises with all construction fully completed. If Landlord sends the Delivery Notice but fails to complete construction by the Delivery date set forth in the Delivery Notice, then fixed rent will begin to accrue on the date Tenant opens for business, but Tenant shall collect the \$10,000 liquidated damages by deducting it from the first payments of fixed rent due Landlord.

6. TERM EXTENSIONS. The term of this lease shall be automatically extended one period at a time for six successive periods of five years each unless Tenant shall give written notice to Landlord canceling the next extended term at least sixty days





before such extended term is scheduled to begin. If Tenant gives such notice, this lease will expire the day before such extended term is scheduled to begin. All of the terms, covenants and conditions of this lease shall apply to each such extended term except the amount of rent set forth below shall be substituted for the amount of rent set forth in Paragraph 1:

EXTENDED TERM	FIXED RENT	PERCENTAGE RENT
1 <sup>st</sup>	\$5,958.34/month(\$71,500.08/annum)	3% over \$2,383,333/annum
2 <sup>nd</sup>	\$6,554.17/month(\$78,650.04/annum)	3% over \$2,621,667/annum
3 <sup>rd</sup>	\$7,209.59/month(\$86,515.08/annum)	3% over \$2,883,833/annum
4 <sup>th</sup>	\$7,930.50/month(\$95,166.00/annum)	3% over \$3,172,200/annum
5 <sup>th</sup>	\$8,723.59/month(\$104,683.08/annum)	3% over \$3,489,433/annum
6 <sup>th</sup>	\$9,595.92/month(\$115,151.04/annum)	3% over \$3,838,367/annum

For all purposes under this lease, the phrases "the term of this lease" and "lease term" shall mean the initial term and any extension which comes into effect pursuant to this Paragraph.

7. ALTERATIONS BY TENANT. Tenant shall have the right at all times after the date of this lease to make, at its own expense, such changes, improvements and alterations to the demised premises, including additions to the building thereon, as Tenant may desire except that Tenant will not make any structural alterations or improvements, other than relocating windows and doors, without Landlord's prior written consent, which consent will not be unreasonably withheld or delayed. If any mechanic's or other lien is filed against the demised premises arising out of any labor or material furnished to Tenant pursuant to a contract with Tenant, Tenant shall promptly commence efforts to discharge the lien and shall diligently pursue such efforts until the lien is discharged.

8. FIXTURES. Tenant shall have the right to install on the demised premises such fixtures and equipment as Tenant desires for



the operation of its business. Tenant shall, on termination of this lease, and may at any time during the lease term, remove from the demised premises all shelving, fixtures and equipment which Tenant installed at its own expense or otherwise acquired. Tenant shall also remove Tenant's merchandise from the demised premises on termination of this lease.

9. UTILITIES. Landlord shall ensure that electricity, water, sanitary sewer service, gas (if available) and telephone service are properly connected to the demised premises in adequate supply and separately metered. Tenant shall pay directly to the utility provider all charges for all utilities used by Tenant in the demised premises. Except to the extent specifically stated in this lease, Tenant shall have no obligation to pay to Landlord any charges or fees billed to Landlord by any utility provider.

10. DAMAGE AND DESTRUCTION. Should the building or the parking, service or access areas on the demised premises be damaged or destroyed by fire or other casualty, Landlord shall promptly, at Landlord's expense, remove all debris and repair, restore or rebuild so that thereafter the demised premises will be substantially the same as prior to such damage or destruction. Landlord's obligation shall include performing all work necessary to cause the demised premises to comply with then currently applicable building and fire codes. In such event, rents and other charges shall cease and abate on the date of the damage or destruction in proportion to the area of the building on the demised premises rendered unusable and any rent paid in advance by Tenant will be refunded to Tenant. Such rents and other charges will begin to re-accrue upon the expiration of thirty days following the date the building and parking, service and access areas on the demised premises have been repaired, restored or rebuilt and possession tendered to Tenant. If Landlord does not



repair, restore or rebuild the demised premises within 180 days, then Tenant may, at its option, terminate and cancel this lease.

Notwithstanding the foregoing, if the demised premises should be so extensively damaged as to require rebuilding and such damage occurs during the last year of the initial term of this lease or the last year of any extension thereof, then prior to Landlord's commencement of rebuilding Landlord may request in writing that Tenant agree to extend the then current term so that there will be five calendar years remaining from the date Tenant reopens for business in the demised premises. If Tenant refuses to agree to so extend the then current term, then Landlord shall not be obligated to rebuild the demised premises, and if Landlord elects not to rebuild, then either Landlord or Tenant may terminate this lease by giving written notice to the other party.

11. INSURANCE. (a) Landlord agrees to keep the demised premises insured to their full replacement cost against loss or damage by perils covered by "Causes of Loss - Special Form" insurance.

(b) Tenant shall maintain a commercial general liability insurance policy with a minimum single limit of \$1,000,000 for bodily injury, death and property damage.

(c) The insurance required to be carried by subparagraphs (a) and (b) above will be issued by financially responsible insurers duly authorized to do business in the state where the demised premises are located. Certificates of such coverages from the insurers providing that the insurer will endeavor to give thirty days' written notice to Landlord or Tenant, as the case may be, prior to cancellation of any such insurance shall be furnished to Landlord or Tenant upon written request of either.

(d) Beginning on the rent commencement date, Tenant shall reimburse Landlord for the insurance premium for the insurance



Landlord is required to carry by subparagraph (a) of this Paragraph. All premiums shall be reasonable and at competitive rates. The amount of premiums to be reimbursed by Tenant shall be reduced on a per diem basis for any partial lease years.

Landlord shall furnish Tenant with a copy of the premium and the paid invoice annually after the end of each lease year or partial lease year. In no event shall Tenant be responsible for reimbursing Landlord for any insurance premium unless Tenant has received such documentation and written request for reimbursement from Landlord within ninety days after the earlier of the date Landlord paid such premium or the date such premium was due and payable.

12. MAINTENANCE AND REPAIRS. Landlord shall remedy any defect in workmanship, materials or equipment furnished by Landlord pursuant to Paragraph 4 of this lease provided Tenant notifies Landlord of the defect within twelve months of the rent commencement date. Landlord shall maintain and keep in good repair and replace when necessary the roof and all structural portions of the building, whether interior or exterior. Landlord shall also be responsible for making all repairs made necessary by the settling of the building constituting a part of the demised premises and all repairs to exterior (including under slab) plumbing and electrical lines. Landlord shall keep the parking, service and access areas (and other exterior areas, if any) in a good state of repair and properly lighted; however, Tenant shall be responsible for maintaining the existing landscaping including mowing, snow plowing, removing trash and debris from the parking, service and access areas and landscaped areas, restriping the parking area, and repairing parking area lights. In addition, Tenant shall be responsible for asphalt and concrete repairs until the aggregate costs equal \$1,500 in any lease year. Landlord



shall promptly reimburse Tenant for any costs incurred by Tenant in excess of \$1,500, and Landlord shall have full responsibility for making, at Landlord's expense, any and all concrete and asphalt repairs for the remainder of such lease year. For the purpose of determining the responsible party, any repair expense shall be attributed to the lease year in which the repair is made.

Tenant shall, for the term of the lease, maintain and repair all non-structural portions of the building, except for repairs Landlord is required to make as specifically set forth above, and Tenant shall maintain and repair the interior plumbing, interior electrical and the heating and air conditioning systems, except that during the last year of the lease term, Tenant shall not be obligated to replace any major components of the heating and air conditioning systems including but not limited to any compressor, condenser, coils, controls, motor or heat exchanger. Tenant's election not to replace a major component shall impose no obligation on Landlord to do so, it being agreed that except for Landlord's one year guarantee of such systems as set forth above, Landlord shall have no obligation to make any repairs to the heating and air conditioning systems.

13. TAXES. Landlord shall pay all taxes, assessments and other charges which may be levied, assessed or charged against the demised premises, and will make all payments required to be made under the terms of any mortgage or deed of trust which is now or hereafter becomes a lien on the demised premises.

Tenant shall pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and other personal property. Beginning on the rent commencement date, Tenant shall reimburse Landlord for real estate taxes on the demised premises. The amount of such taxes to be reimbursed by Tenant shall be reduced on a per diem basis for



partial lease years.

After receiving notification of any planned increase in the assessed value or the real estate taxes on the demised premises in excess of seven percent (7%), Landlord agrees to notify Tenant in writing at least thirty days before the last day to contest the increase at the lowest level administrative proceeding. Tenant shall have the right to contest, by appropriate proceedings in Landlord's or Tenant's name, the validity or amount of any such increase. Landlord agrees to cooperate with Tenant in contesting any such increase. If Landlord fails to give written notice of an increase in excess of seven percent to Tenant within the required period, and Landlord does not contest the increase, then Tenant shall not be responsible for reimbursing Landlord for any resulting tax increase. Landlord shall promptly apply for and diligently pursue any exemption from or abatement of real estate taxes or any increase in such taxes available for newly constructed projects through any state or local programs, including but not limited to relief from increases in real estate taxes resulting from an increased assessment of the demised premises due to construction of the building or other improvements on the demised premises.

Landlord shall provide Tenant with a copy of the tax billing with evidence of Landlord's payment for each year beginning with the year in which the lease term commences and any other necessary information Tenant may require. In no event shall Tenant be responsible for reimbursing Landlord for any real estate taxes unless Tenant has received a copy of the tax bill with evidence of payment thereof and written request for reimbursement from Landlord within ninety days after the last day such taxes were due without penalty or interest.

14. UNPERFORMED COVENANTS. If Landlord fails to perform any



affirmative covenant to be performed by Landlord pursuant to this lease, or if Landlord fails to make any payment which Landlord has agreed to make, and Landlord does not cure such failure within thirty days after Tenant gives written notice of such failure to Landlord, or in the event of an emergency (any roof leak or any damage to the demised premises which compromises the security of the demised premises shall constitute an emergency), after such notice from Tenant as is reasonable under the circumstances, including notice by e-mail, fax or telephone, then Tenant may, at its option, perform such affirmative covenant or make any such payment as Landlord's agent and in Tenant's sole discretion as to the necessity therefor, and the full and reasonable amount of the cost incurred or the payment so made shall immediately be owing by Landlord to Tenant. In particular, if roof leaks occur more than two times in any twelve-month period, and Tenant has notified Landlord in writing after each of the first two occurrences, then whether or not Landlord has made repairs after the previously reported leaks, Tenant shall have the right to perform any required repairs or replacement. If Landlord does not reimburse Tenant for said amount within thirty (30) days after Tenant sends Landlord a written request therefor along with documentation of the amount expended by Tenant, then Tenant shall have the right to deduct all amounts expended by Tenant pursuant to this Paragraph, without being in default, out of rents then due or thereafter coming due hereunder. The rights granted in this Paragraph shall not release Landlord from any obligation to perform any of the covenants to be performed by Landlord under this lease and shall be in addition to any other rights Tenant may have by reason of any default by Landlord. Landlord shall have the right to dispute any deduction made by Tenant, and may bring suit to recover all sums withheld. Tenant shall not be in default for failure to pay



any sums withheld unless Tenant fails to pay the amount of any final judgment in Landlord's favor within thirty days after the judgment is entered.

15. SIGNS. Tenant shall have the right to erect its standard building sign and freestanding road sign (or signs as similar to Tenant's standard signs as are allowed by local ordinances, including variances therefrom obtained by Tenant). Tenant shall repair any damage resulting from the installation or removal of its signs. Tenant may also erect a small sign or decal designating its hours of operation on the exterior of the demised premises. Tenant shall obtain all governmental permits required in order to erect its signs. Tenant's road sign may be located anywhere on the demised premises. Landlord shall cooperate with Tenant to obtain any governmental permits and approvals needed to erect Tenant's signs.

16. CONDEMNATION. If the building on the demised premises, or any part thereof, or any part of the demised premises necessary for Tenant's eighteen-wheel tractor-trailer trucks to access Tenant's delivery area, or more than ten percent of the parking area shall be taken in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, or if Tenant is prohibited from temporarily parking its eighteen-wheel tractor-trailer vehicles in the public alley shown on Exhibit B - Site Plan in order to deliver its inventory to the demised premises, Tenant shall have the right to terminate this lease, in which case any unearned rent shall be refunded to Tenant. If only a portion of the demised premises shall be taken by condemnation or other proceeding, and if Tenant elects not to terminate this lease, then the rent shall be reduced in the same proportion that the demised premises are reduced by such condemnation or other proceeding. Landlord shall restore the





demised premises to as close to their condition as existed prior to the taking as is feasible. Tenant shall have the right to participate in any proceeding pertaining to condemnation of the demised premises whether or not Tenant elects to terminate this lease and Landlord and Tenant shall each be entitled to their separate claims based on their respective interests even if a single award for all damages is given by the condemning authority.

17. TENANT'S DEFAULT. The following shall constitute events of default:

(a) Tenant shall fail to pay any installment of fixed rent when due and such failure shall continue for twenty days after Tenant receives written notice of default from Landlord, or Tenant shall fail to pay any other sums due Landlord under this lease when due and such failure shall continue for thirty days after Tenant receives written notice of default from Landlord; or

(b) Tenant shall fail to perform or observe any other material agreement or condition on its part to be performed or observed, and Tenant shall fail to commence to cure such default within thirty days after receipt of notice of said default from Landlord or having commenced to cure such default, Tenant shall fail to diligently pursue the curing of the default thereafter.

Upon the occurrence of an event of default, Landlord may declare the term ended and enter into the demised premises by due process of law, and expel Tenant and repossess and enjoy the demised premises as though this lease had by its terms expired. Should the lease term at any time be ended by Landlord under the terms and conditions of this Paragraph, Tenant shall peaceably surrender the demised premises to Landlord. Provided that Landlord uses its best efforts to relet the demised premises for the highest obtainable rent taking into consideration the condition of the demised premises and general market conditions,



no termination of this lease shall relieve Tenant from the obligation to pay rent and other charges due under this lease for the remainder of the then current term as though this lease had not been terminated for as long as the demised premises are vacant and for any deficiency between the rent and other charges due under this lease for the remainder of the then current term and the rent and other charges due under any new lease if the demised premises are relet with any such rent or deficiency in rent and other charges to be paid as such obligations become due hereunder in monthly or other periodic installments. In addition, Tenant shall be liable for the reasonable costs of reletting the demised premises, but such costs shall not include any attorneys' fees to negotiate a lease with a new tenant or any costs to alter or improve the demised premises for a new tenant.

18. SURRENDER OF POSSESSION. Upon the termination of this lease, Tenant shall surrender the demised premises in good repair, ordinary wear and tear, damage by fire or other casualty and Landlord's maintenance and repair obligations excepted.

19. EXCLUSIVE USE. Landlord agrees that Landlord and any entity controlled by Landlord or any partner or principal of Landlord shall not lease (or permit the leasing or subleasing of) or sell any space on any property contiguous with or connected to the demised premises that is owned or controlled by Landlord or any partner or principal of Landlord or within two miles of the demised premises to any variety store, variety discount store, discount department store, dollar store, liquidation or close-out store, thrift store, any store selling used clothing, or any store similar to Tenant in operation or merchandising. This Paragraph is not intended to prohibit Landlord from leasing or selling space to a drugstore, toy store, hobby store, sporting goods store, card and gift store, hardware store, home improvement store, auto



supply store, electronics store, office supply store or any other store selling a single category of merchandise even though the category may be a broad one such as toys or hardware.

If there is a breach of this Paragraph by Landlord, Tenant's rights and remedies shall include, but not be limited to, the right at any time thereafter to elect to terminate this lease, and upon such election, this lease shall be terminated and Tenant shall be released and discharged of and from all further liability hereunder. So long as such breach exists and Tenant has not terminated this lease, Tenant's only obligation with respect to rent shall be the payment of the lesser of (i) the fixed rent set forth in Paragraph 1 or 6 above, with no percentage rent, or (ii) percentage rent of two percent (2%) of Tenant's gross sales (as defined in Paragraph 1 above), with no fixed rent, such percentage rent to be payable within ninety days after the end of each lease year. Such rights and remedies shall not be exclusive of Tenant's rights to damages or any other rights or remedies.

20. MUTUAL WAIVER. Landlord and Tenant hereby release all claims and waive all rights of recovery against the other and their directors, officers, agents, employees, successors, sublessees or assigns, for any loss or damage to each party's respective property caused by or resulting from fire or other casualty of whatsoever origin even if caused by negligence, to the extent that the same is covered by insurance or is required by the terms of this lease to be covered by insurance; provided, however, nothing contained in this Paragraph shall affect Landlord's obligation to repair or rebuild the demised premises as otherwise stated in this lease. All policies insuring the property of Landlord or Tenant shall contain or be endorsed to contain a provision whereby the insurer thereunder waives all rights of subrogation against the other party to this lease and their



directors, officers, agents, employees, successors, sublessees and assigns.

21. SUBORDINATION TO MORTGAGES. Upon Landlord's request, Tenant shall sign, acknowledge and deliver to Landlord Tenant's standard form Subordination, Non-Disturbance and Attornment Agreement. Such agreement shall provide that this lease shall be subordinated to the lien of the mortgage or deed of trust (hereinafter called "Mortgage") which Landlord is placing on the demised premises, but that Tenant's rights under this lease will not be impaired or diminished, its tenancy shall not be disturbed or affected by any default under the Mortgage and in the event of foreclosure, this lease shall continue in full force and effect, and Tenant's rights, including any rights to extend the term as provided herein, shall survive. During the term of this lease, Tenant shall provide one such agreement free of charge. All subsequent subordination documentation provided by Tenant shall be subject to a processing fee payable to Tenant. Landlord's request for any subsequent subordination documentation shall be accompanied by Landlord's check in the amount of \$100.00. Landlord agrees to provide to Tenant free of charge within thirty days after the date of this lease such agreements from all present Mortgagees.

22. HOLDING OVER. If Tenant remains in possession after the expiration of the term of this lease, Tenant shall occupy the demised premises as a tenant from month-to-month, but both Landlord and Tenant shall otherwise be subject to all of the provisions of this lease applicable during the last year of the lease term.

23. NOTICES. All notices provided for in this lease shall be in writing and unless otherwise stated shall be deemed to have been given when addressed as set forth below and (i) deposited in



the United States mail sent via Certified Mail, Return Receipt Requested, and any notice sent in this manner shall be deemed given even if the party to whom such notice is sent refuses to accept delivery, or (ii) sent by commercial overnight national delivery service capable of providing written proof of delivery:

As to Landlord:

VENTURE, LLC  
501 Chesnut Bypass  
P. O. Box 65  
Centre, AL 35960

As to Tenant:

For U.S. Mail:

Lease Administration Department  
FAMILY DOLLAR, INC.  
Post Office Box 1017  
Charlotte, North Carolina 28201-1017

-or-

For Overnight  
Delivery:

Lease Administration Department  
FAMILY DOLLAR, INC.  
10301 Monroe Road  
Matthews, North Carolina 28105

Either Landlord or Tenant may change the address to which notices are to be sent by giving notice to the other party of such change of address as provided in this Paragraph. All payments of rents shall be mailed to the Landlord at the address designated above. Tenant shall not be obligated to pay rent to any person or entity other than Landlord until Tenant receives a written statement signed by Landlord and acceptable to Tenant designating the person or entity to receive rent, and if applicable, providing notice of the transfer of the Landlord's interest in the demised premises.

24. RECORDING. Landlord agrees at Landlord's expense to cause a memorandum of this lease or a short form lease (hereinafter called the "Memorandum") reasonably acceptable to Landlord and Tenant to be recorded in the appropriate office for the recordation of real estate conveyances for the county or other jurisdiction in which the demised premises are located and Landlord shall return the recorded Memorandum to Tenant within sixty days after execution of this lease. Landlord shall furnish



an accurate legal description of the demised premises if needed to record the Memorandum. If Landlord fails to return the recorded Memorandum to Tenant within said sixty day period, then Tenant may proceed to record on behalf of Landlord and Landlord shall promptly reimburse Tenant for all expenses in connection with recordation.

25. QUIET ENJOYMENT. Landlord covenants and warrants that Tenant shall have and enjoy during the term of this lease the quiet and undisturbed possession of the demised premises together with all appurtenances appertaining thereto. Rents and other charges due under this lease shall abate during any period of time Tenant is deprived of the use of the demised premises.

26. COMPLIANCE WITH LAWS. Landlord warrants that an investigation of the demised premises sufficient to comply with all applicable environmental laws has been made to satisfy Landlord that the demised premises is free of contamination from any hazardous or toxic substances. Landlord shall defend, indemnify and hold Tenant harmless from any claims, losses or damages resulting from any contamination of the demised premises. Landlord shall, at Landlord's sole expense throughout the term of this lease, comply with the requirements of all county, municipal, state and federal laws and regulations now in force, or which may hereafter be in force, which pertain to the physical or environmental condition of the demised premises, including without limitation laws pertaining to disabled persons, radon, hazardous substances and sprinkler systems including maintenance and monitoring of such systems.

Tenant shall, at Tenant's sole expense, comply with all of the requirements of all county, municipal, state and federal laws and regulations now in force, or which may hereafter be in force, which pertain to the manner in which Tenant operates its business



on the demised premises including, without limitation, Tenant's handling, storage, transportation, use and disposal of toxic or hazardous or flammable materials.

27. ASSIGNMENT/SUBLETTING. Tenant shall have the right to assign this lease in writing or sublet the demised premises or any part thereof provided that no assignment or the acceptance of rent by Landlord from any assignee shall relieve, release or in any manner affect the liability of Tenant; any assignee shall, in writing, assume and agree to keep, observe and perform all of the agreements, conditions, covenants and terms of this lease on the part of Tenant to be kept, observed and performed and shall be jointly and severally liable with Tenant for the non-performance thereof from the date the assignment becomes effective; no further or additional assignment of the lease shall be made except upon compliance with and subject to the provisions of this Paragraph; and any sublease shall be subordinate to all of the terms, conditions, and covenants of this lease.

28. PARAGRAPH HEADINGS; ETC. The numbered sections of this lease are referred to as Paragraphs, and the phrase "this Paragraph" shall mean the entire numbered Paragraph and not just a grammatical paragraph contained within a numbered Paragraph. The Paragraph headings throughout this lease are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this lease. If any provision of this lease is held to be invalid or unenforceable, the remainder of this lease shall not be affected, and all other provisions shall be valid and enforceable to the fullest extent permitted by law. If any words are stricken from this lease, whether such words are preprinted, typewritten or handwritten, no inferences shall be drawn as to the parties' intent in striking the deleted words and this lease and the parties' intent shall be interpreted as if the stricken words had never appeared. This



lease is a negotiated agreement in which Landlord and Tenant have had equal power in determining its terms, and Landlord and Tenant agree that any rule of construction that a document is to be construed against the party who prepared it shall not be applied. The term "lease year" shall mean the calendar year and shall always end on December 31.

29. FACSIMILE SIGNATURES. When this lease is signed by Landlord or Tenant, Landlord or Tenant may deliver this lease to the other party via electronic facsimile ("fax") or other electronic means. Facsimile or electronic signatures shall be as valid and binding upon the parties as are original ink signatures. If a party (referred to in the remainder of this Paragraph as the "Sender", whether Landlord or Tenant) who receives a signed lease from the other (whether such signed lease is an original document or an electronic facsimile) signs this lease and returns via fax or other electronic means only the signature page of this lease to the other party (referred to in the remainder of this Paragraph as the "Receiver"), then the sending of the signature page shall constitute a declaration by the Sender that this lease has been signed in the form and content received by the Sender without modification unless the Sender simultaneously notifies the Receiver that the Sender has made revisions to this lease and sends the revised pages or a letter describing the revisions along with the signature page. The facsimile or electronic signature shall not be deemed binding upon the parties if the Receiver notifies the Sender that the Receiver rejects any part of or all of the revisions made to this lease by the Sender. Without in any way affecting the validity or finality of this lease, the Receiver of a facsimile lease or signature page may request that the Sender sign and return one or more original ink counterparts of this





lease with the Sender's signature notarized and witnessed, or attested if applicable, and the Sender shall promptly comply with the request.

30. CONFIDENTIALITY OF LEASE TERMS AND SALES INFORMATION.

Landlord agrees that all terms of this lease as well as any information provided to Landlord pertaining to Tenant's gross sales shall remain confidential and shall not be divulged by Landlord without the written consent of Tenant to anyone other than Landlord's mortgagees or prospective mortgagees and to bona fide prospective purchasers of the demised premises.

31. LEASE BINDING ON HEIRS. All covenants and agreements herein made shall extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest, and assigns of both the Landlords and Tenant.

32. ENTIRE AGREEMENT. This lease constitutes the entire agreement between Landlord and Tenant and all understandings and agreements between Landlord and Tenant are merged in this lease. This lease may not be modified, amended or supplemented except by an agreement in writing signed by Landlord and Tenant.

The remainder of this page is intentionally left blank.



IN WITNESS WHEREOF, Landlord and Tenant have caused this  
lease to be duly executed and sealed, as of the day and year first  
above written.

Witnesses:

Cynthia Russell  
Jane Cethman

LANDLORD  
VENTURE, LLC (SEAL)

By: Jay Machleit  
Jay Machleit, Managing Member

ATTEST:

TENANT  
FAMILY DOLLAR, INC.

Thomas E. Schoenheit  
Thomas E. Schoenheit  
Assistant Secretary

By: Thomas M. Nash  
Thomas M. Nash  
Senior Vice President-New Stores



STATE OF ALABAMA

NOTARY

COUNTY OF Cherokee

I, Sabrina Oliver, a Notary Public in and for the aforesaid State and County, do hereby certify that JAY MACHLEIT, Managing Member, personally appeared before me this day and that by the authority duly given and on behalf of VENTURE, LLC, the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 7th day of August, 2006.

Sabrina Oliver  
Printed Name: Sabrina Oliver  
Notary Public



My Commission Expires:  
My Commission  
expires 4/07/2009

\*\*\*\*\*

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

NOTARY

I, Darnell A. Stallings, a Notary Public in and for the aforesaid State and County, do hereby certify that THOMAS M. NASH and THOMAS E. SCHOENHEIT, Senior Vice President-New Stores and Assistant Secretary, respectively, of FAMILY DOLLAR, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 24th day of July, 2006.

Darnell A. Stallings  
Darnell A. Stallings  
Notary Public

My Commission Expires:  
August 8, 2009



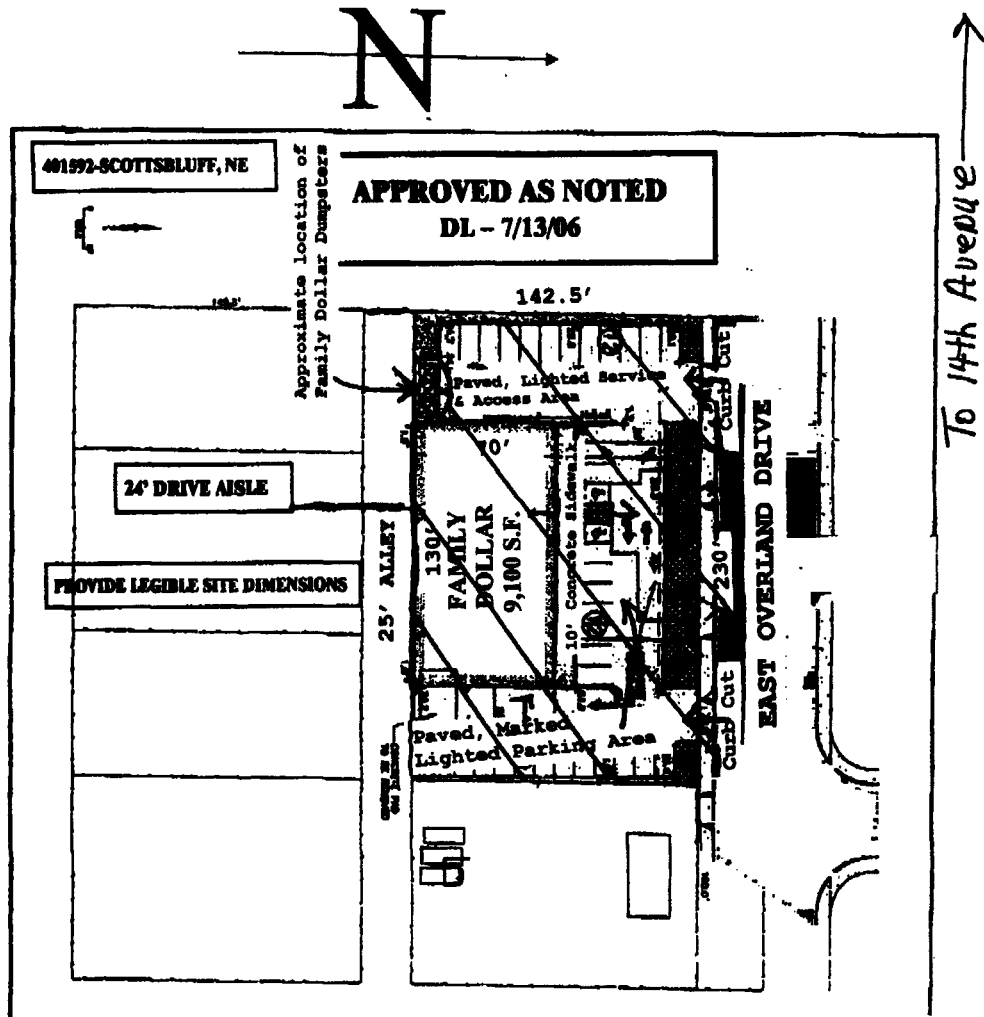


Exhibit B - Site Plan  
 Lease Agreement Dated: July 24, 2026  
 Project # 401592  
 Location: Scottsbluff, NE  
 Landlord: JM Tenant: SCW

Project #401592  
Address: East Overland Drive  
Scottsbluff, NE

EXHIBIT C - ADA CERTIFICATION

The undersigned certifies that the construction by Landlord of the demised premises complies with the Standards for Accessible Design for new construction included in Appendix A to the Title III implementing regulations for the Americans with Disabilities Act of 1990, and that the paved parking, service and access areas meet those standards.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witnesses (or ATTEST)

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

When construction is completed, this certification is to be dated, signed, witnessed and mailed to Lease Administration Department, Family Dollar Stores, Inc., P. O. Box 1017, Charlotte, NC 28201-1017.

**EXHIBIT C - ADA CERTIFICATION**  
**PROJECT #401592**  
**LEASE DATED: July 24, 2006**  
**LOCATION: Scottsbluff, NE**





Landlord/Developer Name: \_\_\_\_\_ Phone # \_\_\_\_\_  
Project Location (City and State): \_\_\_\_\_ Family Dollar Project #: \_\_\_\_\_

(Landlord/Developer to E-mail or Fax back to Family Dollar every Thursday, one Project per sheet)  
Please email to: [tblsh@familydollar.com](mailto:tblsh@familydollar.com) or send by fax to 704-814-4282 Attn: B's Administrator

PROJECT UPDATES FOR WEEK :  
DO YOU HAVE FINANCING?

Yes	No	Ordered (Fulfilled)	Date Ordered	Received Date	Any Problems
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SURVEY - Boundary/Plat:  
PHASE I:  
PHASE II (if required):  
GEO SURVEY:  
ARCHITECTURAL PLANS:  
CIVIL PLANS:  
BUILDING PERMIT:  
DOT PERMIT:  
DRAINAGE PERMIT:  
FROM RECEIPT OF BUILDING PERMIT, HOW MANY WEEKS TO COMPLETE PROJECT: \_\_\_\_\_ Weeks

Landlord/Developer Comments

Do you need any assistance from FDS?

Yes	No	If Yes, Please Describe
-----	----	-------------------------

Note: All Architectural, Site and DOT Plans must be approved by Family Dollar Stores - Director of Store Planning (Mike Mahoney - 704-814-3428) prior to applying for Permits.

Family Dollar Stores will not take possession of the space without the following: Parking Lot Complete including 2 ADA parking spaces with signs on pole, Permanent Power to space, HVAC and Restrooms are 100% complete.

EXHIBIT D- D

EXHIBIT D- PROGRESS REPORT  
LEASE AGREEMENT DATED: July 24, 2006  
PROJECT #401592  
LOCATION: Scottsbluff, NE

LANDLORD: JM TENANT: sch

Exhibit E - DELIVERY NOTICE

To: Family Dollar Construction Department  
Attn: Build to Suit Administrator  
(see address choices below)

Re: Lease Agreement between VENTURE, LLC, as  
Landlord and FAMILY DOLLAR, INC., as Tenant, for a new  
Family Dollar Store located on the southern side of East  
Overland Drive, east of its intersection with 14<sup>th</sup>  
Avenue, in the City of Scottsbluff, County of Scotts  
Bluff, State of Nebraska  
**Family Dollar Project #401592**

Landlord hereby certifies that construction of the Family Dollar store identified above, including parking areas, driveways, landscaped areas and storm sewer and/or water retention areas, will be 100% complete and will be delivered to Tenant along with a certificate of occupancy on or before \_\_\_\_\_ ("the Delivery Date"). Landlord understands that Tenant will rely on this DELIVERY NOTICE to prepare to open its business at the referenced location and that the Lease Agreement provides for compensation to Tenant in the event Landlord fails to deliver a fully completed project to Tenant on or before the Delivery Date.

Very truly yours,  
VENTURE, LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Jay Machleit  
Title: Managing Member  
Landlord

This Delivery Notice may be sent via certified mail, return receipt requested to the following address:

Family Dollar Construction Department  
P. O. Box 1017  
Charlotte, NC 28201-1017

Or by Overnight Delivery to:

Family Dollar Construction Department  
10301 Monroe Road  
Matthews, NC 28105

Or by facsimile: Family Dollar Construction Department  
(704) 814-4282

**EXHIBIT E- DELIVERY NOTICE**  
**PROJECT #401592**  
**LEASE DATED: July 24, 2006**  
**LOCATION: Scottsbluff, NE**



**Family Dollar, Inc.**

<b>Name</b>	<b>Title</b>	<b>Address</b>
Christopher Williams	Senior Vice President	500 Volvo Parkway, Chesapeake, VA 23320
Dana Hay	Assistant Secretary	500 Volvo Parkway, Chesapeake, VA 23320
Deborah Miller	Vice President	500 Volvo Parkway, Chesapeake, VA 23320
Harry R. Spencer	Assistant Secretary	500 Volvo Parkway, Chesapeake, VA 23320
John S. Mitchell Jr.	Vice President and Assistant Secretary	500 Volvo Parkway, Chesapeake, VA 23320
Jonathan Elder	Vice President	500 Volvo Parkway, Chesapeake, VA 23320
Peter Barnett	President	500 Volvo Parkway, Chesapeake, VA 23320
Roger Dean	Director	500 Volvo Parkway, Chesapeake, VA 23320
Roger Dean	Vice President and Treasurer	500 Volvo Parkway, Chesapeake, VA 23320
Sandra L. Boscia	Assistant Secretary	500 Volvo Parkway, Chesapeake, VA 23320
Todd Littler	Senior Vice President	500 Volvo Parkway, Chesapeake, VA 23320
William A. Old Jr.	Director	500 Volvo Parkway, Chesapeake, VA 23320
William A. Old Jr.	Senior Vice President, Chief Legal Officer, General Counsel and Secretary	500 Volvo Parkway, Chesapeake, VA 23320



FD Store #	Address	City	County	State	Zip
6521	601 N 2ND AVE	AJO	PIMA	AZ	85321-2003
12313	14438 S. SUNLAND GIN RD	ARIZONA CITY	PINAL	AZ	85123
4979	1101 S NACO HWY STE 105	BISBEE	COCHISE	AZ	85603-9729
5602	1437 N PINAL AVE	CASA GRANDE	PINAL	AZ	85222-3307
5024	1027 N ARIZONA AVE	CHANDLER	MARICOPA	AZ	85225-6693
6147	355 N CORONADO BLVD	CLIFTON	GREENLEE	AZ	85533
6861	26645 SOUTH HIGHWAY 89	CONGRESS	YAVAPAI	AZ	85332
10406	19660 HITCHING POST WAY	CORDES LAKE	YAVAPAI	AZ	86333
7697	415 WEST PIMA AVE.	GILA BEND	MARICOPA	AZ	85337
10071	5846 N 43RD AVENUE	GLENDALE	MARICOPA	AZ	85301
4767	4275 US HIGHWAY 68	GOLDEN VALLEY	MOHAVE	AZ	86413-8555
6559	90 ACOMA BLVD N	LAKE HAVASU CITY	MOHAVE	AZ	86403-5923
6880	3125 EAST BEAVER CREEK RD	LAKE MONTEZUMA	YAVAPAI	AZ	86335
6862	10062 SOUTH HWY 69	MAYER	YAVAPAI	AZ	86333
3914	255 E. SOUTHERN AVENUE SUITE 9	MESA	MARICOPA	AZ	85210-5345
5218	865 S. DOBSON RD.	MESA	MARICOPA	AZ	85202-1157
10219	550 N. COUNTRY CLUB DRIVE	MESA	MARICOPA	AZ	85201
10037	8920 S. HIGHWAY 95	MOHAVE VALLEY	MOHAVE	AZ	86440
4567	1321 N GRAND AVE	NOGALES	SANTA CRUZ	AZ	85621
6721	2857 HIGHWAY 260	OVERGAARD	NAVAJO	AZ	85933
6863	2604 E WHITE MOUNTAIN BLVD	PINETOP	NAVAJO	AZ	85935
6076	7700 E STATE ROUTE 69 STE 1E	PRESCOTT VALLEY	YAVAPAI	AZ	86314
6649	470 E MAIN ST	QUARTSITE	LA PAZ	AZ	85346
6848	1283 W FRONTAGE RD	RIO RICO	SANTA CRUZ	AZ	85648-6222
9045	66952 HOPE LANE	SALOME	LA PAZ	AZ	85348
5918	4155 S HWY 92	SIERRA VISTA	COCHISE	AZ	85650-9510
7362	15564 W AJO HIGHWAY	THREE POINTS	PIMA	AZ	85735
6101	9602 W VAN BUREN ST	TOLLESON	MARICOPA	AZ	85353
5793	2960 W VALENCIA RD	TUCSON	PIMA	AZ	85746-8426
7243	3191 S KINNEY RD	TUCSON	PIMA	AZ	85713
8955	6641 N. SANDARIO ROAD	TUCSON	PIMA	AZ	85743
10887	9776 S. NOGALES HIGHWAY	TUCSON	PIMA	AZ	85756
4712	850 W REX ALLEN DRIVE	WILLCOX	COCHISE	AZ	85643
8777	2110 NILES STREET	BAKERSFIELD	KERN	CA	93305-5008
10001	2151 S. CHESTER AVENUE	BAKERSFIELD	KERN	CA	93304-5243
8775	9567 CALIFORNIA CITY BLVD	CALIFORNIA CITY	KERN	CA	93505
9258	1111 S FOURTH ST	EL CENTRO	IMPERIAL	CA	92243-4741
9064	2340 N BLACKSTONE AVENUE	FRESNO	FRESNO	CA	93703-2114
9128	4819 EAST OLIVE AVENUE	FRESNO	FRESNO	CA	93727-1808
9171	23921 SUNNYMEAD BLVD STE A	MORENO VALLEY	RIVERSIDE	CA	92553
9245	1150 PARK BLVD.	ORANGE COVE	FRESNO	CA	93646
8968	885 E. MANNING AVENUE, SUITE 2	PARLIER	FRESNO	CA	93648
9291	2108 HWY 86 SERVICE RD	SALTON CITY	IMPERIAL	CA	92275
9307	655 TUCKER RD	TEHACHAPI	KERN	CA	93561
8774	1108 E. BARDSLEY AVE.	TULARE	TULARE	CA	93274
11028	111 N MAIN STREET	ABERDEEN	BINGHAM	ID	83210

9143	157 W GRAND AVENUE	ARCO	BUTTE	ID	83213
11130	177 MAIN STREET	ASHTON	FREMONT	ID	83420
10097	747 N. MAIN ST.	BELLEVUE	BLAINE	ID	83313
6896	415 BROADWAY AVE S	BUHL	TWIN FALLS	ID	83316-1310
10349	340 N MAIN STREET	CASCADE	VALLEY	ID	83611
9358	780 SOUTH US HIGHWAY 93	CHALLIS	CUSTER	ID	83226
6641	120 W CHUBBUCK	CHUBBUCK	BANNOCK	ID	83202-2315
10353	505 HIGHWAY 30	FILER	TWIN FALLS	ID	83328
6808	1902 STATE HIGHWAY 46	GOODING	BEAR LAKE	ID	83330-5301
7059	330 W IDAHO AVE	HOMEDALE	OWYHEE	ID	83628-3131
6537	145 N WOODRUFF AVE	IDAHO FALLS	BONNEVILLE	ID	83401-4302
7198	349 E AVALON ST	KUNA	ADA	ID	83634-2132
8427	255 E. 50TH S	MALAD CITY	ONEIDA	ID	83252
10526	150 MAIN STREET	MARSING	CANYON	ID	83639
6790	130 N. 4TH STREET	MONTPELIER	BEAR LAKE	ID	83254
7513	208 HOLLY ST	NAMPA	CANYON	ID	83686-5104
10025	204 11TH AVENUE N	NAMPA	CANYON	ID	83687-3950
6941	1244 16TH ST.	PAYETTE	PAYETTE	ID	83661-3404
6349	197 S STATE ST	PRESTON	FRANKLIN	ID	83263-1240
7267	411 E GROVE AVENUE	PUMA	CANYON	ID	83660
10121	1315 MAIN STREET	SALMON	LEMHI	ID	83467-4410
6982	560 S STATE ST	SHELLEY	BINGHAM	ID	83274-1470
11264	910 S GREENWOOD STREET	SHOSHONE	LINCOLN	ID	83352
6586	156 E 2ND ST	SODA SPRINGS	CARIBOU	ID	83276-1410
6921	1746 ADDISON AVE E	TWIN FALLS	TWIN FALLS	ID	83301-5301
7436	597 S IDAHO ST	WENDELL	GOODING	ID	83355-5242
1347	616 W 10TH ST	METROPOLIS	MASSAC	IL	62960-1405
2317	755 S 10TH STREET	MOUNT VERNON	JEFFERSON	IL	62864
2786	119 W ADAMS STREET	RUSHVILLE	SCHUYLER	IL	62681-1010
11169	205 N CHESTNUT ST	WENONA	LASALLE	IL	61377
1984	1313 N SUMMIT STREET	ARKANSAS CITY	COWLEY	KS	67005-1425
12675	1610 MILITARY AVENUE	BAXTER SPRINGS		KS	66713
12710	1218 28th St	Belleville	Republic	KS	66935
12638	815 E RIVER STREET	EUREKA		KS	67045
12628	1801 E. WASHINGTON STREET	FREDONIA		KS	66736
6505	1303 N TAYLOR AVE	GARDEN CITY	FINNEY	KS	67846-4022
12742	9 South Broadway	Herington	Dickinson	KS	67449-2433
12741	52 W K-4 Hwy	Holsington	Barton	KS	67544
8726	1200 N 7TH STREET	KANSAS CITY	WYANDOTTE	KS	66101
10647	1999 N 63RD DRIVE	KANSAS CITY	WYANDOTTE	KS	66102-1101
10758	8049 LEAVENWORTH ROAD	KANSAS CITY	WYANDOTTE	KS	66109-1502
11247	800 KANSAS AVENUE	KANSAS CITY	WYANDOTTE	KS	66105-1316
11511	4601 PARALLEL PKWY	KANSAS CITY	WYANDOTTE	KS	66104-3447
10707	305 E. OKLAHOMA AVENUE	ULYSSES	GRANT	KS	67880
1826	1546 S BROADWAY STREET	WICHITA	SEDGWICK	KS	67211-3130
8457	3040 E. PAWNEE ST.	WICHITA	SEDGWICK	KS	67211-5602
8542	2201 E. CENTRAL AVE.	WICHITA	SEDGWICK	KS	67214-4405

9405	1330 N OLIVER AVENUE	WICHITA	SEDGWICK	KS	67208
12136	406 N SENECA ST	WICHITA	SEDGWICK	KS	67203
12504	1755 SOUTH WEBB ROAD	WICHITA	SEDGWICK	KS	67207
11396	850 MINOT AVENUE	AUBURN	ANDROSCOGGIN	ME	4210
7827	138 MAIN ST.	BELFAST	WALDO	ME	4915
12061	28 SOUTH ST	BLUE HILL	HANCOCK	ME	04614
8028	191 PORTLAND ROAD	BRIDGTON	CUMBERLAND	ME	4009
4424	33 SPRING ST	DEXTER	PENOBSCOT	ME	04930-1312
9392	89 MAIN ST.	FAIRFIELD	SOMERSET	ME	04937-1541
8060	415 WATER ST.	GARDINER	KENNEBEC	ME	4345
10912	470 ROUTE 202	GREENE	ANDROSCOGGIN	ME	4236
6858	310 NORTH ST	HOULTON	AROOSTOOK	ME	4730
10785	960 SABATTUS STREET	LEWISTON	ANDROSCOGGIN	ME	04240-3333
12079	20 EAST AVENUE	LEWISTON	ANDROSCOGGIN	ME	04240-6652
8003	580 LISBON STREET	LISBON FALLS	ANDROSCOGGIN	ME	04252-1109
7098	76 DUBLIN ST	MACHIAS	WASHINGTON	ME	04654-1330
7467	92 PRESQUE ISLE RD	MARS HILL	AROOSTOOK	ME	04758-3416
8420	56 MAIN ST.	MILBRIDGE	WASHINGTON	ME	4658
4254	438 SOMERSET AVENUE	PITTSFIELD	SOMERSET	ME	04967-4928
11033	1 MIDDLE ROAD	SABATTUS	ANDROSCOGGIN	ME	4280
4180	6 MAIN ST	SKOWHEGAN	SOMERSET	ME	04976-1673
8245	371 ROUTE 3	SOUTH CHINA	KENNEBEC	ME	4358
2019	193 MAIN STREET	SOUTH PARIS	OXFORD	ME	04281-1621
5758	73 MAIN ST STE 102	VAN BUREN	AROOSTOOK	ME	4785
12063	1009D MAIN ST	WATERBORO	YORK	ME	4087
10120	225 W MAIN STREET	CROSBY	CROW WING	MN	56441
10058	1105 3RD AVE.	INTERNATIONAL FALLS	KOOCHICHING	MN	56649-2955
5436	1816 NICOLLET AVE	MINNEAPOLIS	HENNEPIN	MN	55403-3744
8395	4016 BLOOMINGTON AVE.	MINNEAPOLIS	HENNEPIN	MN	55407-3331
10851	300 HIGHWAY 65 S	MORA	KANABEC	MN	55051-1619
7425	102 MARKET DR	PERHAM	OTTER TAIL	MN	56573
7811	105 2ND AVE, NW	STAPLES	TODD	MN	56479
11275	315 E COMMERCIAL AVENUE	ANACONDA	DEER LODGE	MT	59711-2325
10618	330 WEST 1ST AVENUE	BIG TIMBER	SWEET GRASS	MT	59011-7895
11231	4188 STATE AVENUE	BILLINGS	YELLOWSTONE	MT	59101-3550
12374	1301 HARRISON AVE	BUTTE	SILVER BOW	MT	59701
10669	444 N. 9TH ST	COLUMBUS	STILLWATER	MT	59019
11294	806 N MAIN STREET	DARBY	RAVALLI	MT	59829
10686	580 N MONTANA STREET	DILLON	BEAVERHEAD	MT	59725-3315
10939	4945 US HIGHWAY 287 N	ENNIS	MADISON	MT	59729
12333	63417 HWY 93	RONAN	LAKE	MT	59865-3005
12433	402 E. HOLLY STREET	SIDNEY	ROOSEVELT	MT	59270
12491	600 US HWY 2 W.	WOLF POINT	ROOSEVELT	MT	59201
1881	48 ALLENSTOWN RD	ALLENSTOWN	MERRIMACK	NH	03275-1830
4929	234 WHITE MOUNTAIN HWY STE 9	CONWAY	CARROLL	NH	03818-4209
2878	785 CENTRAL STREET	FRANKLIN	MERRIMACK	NH	03235-2025
3045	690 S. MAST RD.	GOFFSTOWN	HILLSBOROUGH	NH	3102

3815	183 MAIN STREET	LANCASTER	COOS	NH	03584-3034
8789	403 SECOND ST.	MANCHESTER	HILLSBOROUGH	NH	3102
12564	93 SOUTH MAPLE STREET	MANCHESTER	DOUGHERTY	NH	3103
8837	351 DANIEL WEBSTER HWY	MEREDITH	BELKNAP	NH	03253-6210
8353	38 EAST HOLLIS ST.	NASHUA	HILLSBOROUGH	NH	03060-2948
8186	8 ROCHESTER RD.	NORTHWOOD	ROCKINGHAM	NH	3261
8638	549 MAIN ST	WALPOLE	CHESHIRE	NH	3608
6628	39 W MAIN	DELTA	MILLARD	UT	84624-9441
12263	610 HWY 6	HELPER	CARBON	UT	84526
6282	7260 W 3500 SOUTH	MAGNA	SALT LAKE	UT	84044-2447
6141	3531 HARRISON BLVD S	OGDEN	WEBER	UT	84403-2005
6287	775 N OREM BLVD	OREM	UTAH	UT	84057-8806
12499	819 N. MAIN	PAYSON	UTAH	UT	84651
6224	725 N MAIN ST	TOOELE	TOOELE	UT	84074-1612
6223	3171 S REDWOOD RD	WEST VALLEY	SALT LAKE	UT	84119-3201
6187	1638 S 500 W	WOODS CROSS	DAVIS	UT	84087



November 29, 2021

To Whom It May Concern:

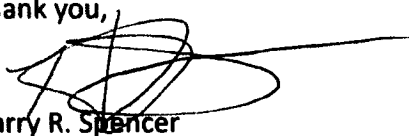
I, Harry R. Spencer, Assistant Secretary of Family Dollar Stores, Inc., duly authorize the employees, attorneys, and agents of Taylor English Duma LLP to act on behalf of Family Dollar Stores, Inc. and its related entities, for all activities concerning the filing and updating of permits and licenses held by our company. This authorization includes, but is not limited to, acquiring any information regarding the license or permit and signing any necessary forms, applications or documents.

Additionally, we request any correspondence relating to the application process be sent to the following address:

Taylor English Duma LLP  
ATTN: Drina Miller  
1600 Parkwood Circle, Suite 200  
Atlanta, GA 30339  
[dmiller@taylorenghish.com](mailto:dmiller@taylorenghish.com)

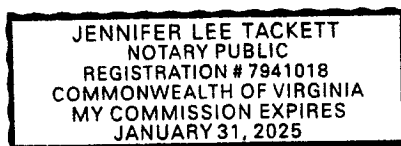
Should there be any questions or concerns regarding this authorization, please contact Ms. Sharon Wesselhoft of Family Dollar at 757-991-5008 x.14008 or [swesselh@dollartree.com](mailto:swesselh@dollartree.com). Ms. Wesselhoft can also be reached via mail at 500 Volvo Parkway, Chesapeake, VA 23320.

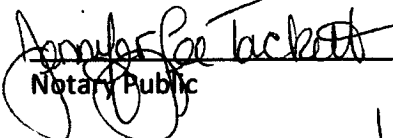
Thank you,

  
Harry R. Spencer  
Assistant Secretary

Before me, Harry Spencer on this day personally appeared, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29 day of November, 2021.



  
Notary Public  
My Commission Expires: 1/31/2025

(SEAL)

STORE SUPPORT CENTER  
500 Volvo Parkway | Chesapeake, Virginia 23320 | Tel 757-321-5000 | [www.dollartree.com](http://www.dollartree.com)

\*Admitted in GA and AL

James A. Balli, Partner\*  
Direct: 770.434.4335  
[jballi@taylorenghish.com](mailto:jballi@taylorenghish.com)

April 22, 2022

**VIA FEDERAL EXPRESS**

Nebraska Liquor Control Commission  
301 Centennial Mall South  
PO Box 95046  
Lincoln, NE 68509-5046

Re: Family Dollar, Inc. d/b/a Family Dollar Store #27573 at 1412 E Overland, Scottsbluff,  
NE 69361.

To Whom It May Concern:

Our firm is representing Family Dollar, Inc. in regard to a Class B License – Beer Only for the  
above referenced location. Enclosed, please find the following documents:

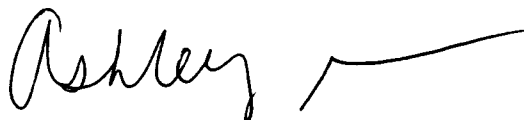
- 1.) Check for the application fee of \$400.00, made payable to Nebraska Liquor Control  
Commission
- 2.) Application for Class B License Application (Forms 100)
- 3.) Application for Liquor License Corporation (Form 101)
- 4.) Controlling Corporation Insert (Form 185)
- 5.) Manager Application Insert (Form 103)
- 6.) Privacy Act Statement/Submission of Fingerprints
  - a. Fingerprint cards included for Peter Allan Barnett
  - b. Fingerprint cards included for Jacob Eckles
- 7.) Spousal Affidavit of Non-Participation Insert (Form 116)
- 8.) Store Lease

Please note that this application contains private, confidential, and protected personal information  
of agents of the applicant. The Applicant would greatly appreciate you taking all possible steps/redaction  
to protect unnecessary disclosure of any private information provided in perpetuity.

Please do not hesitate to email me ([agooger@taylorenghish.com](mailto:agooger@taylorenghish.com)) or give me a call (678-426-4623)  
if you have any questions.

Sincerely,

TAYLOR ENGLISH DUMA, LLP  
James A. Balli



Ashley Googer, Paralegal,  
[agooger@taylorenghish.com](mailto:agooger@taylorenghish.com)  
Drina Miller, Managing Licensing Specialist,  
[dmiller@taylorenghish.com](mailto:dmiller@taylorenghish.com)

02306599-1

Serial Number

1387482

0000031

DATE 07/23/2013

# Nebraska Department of Revenue

•To cancel, see instructions on reverse

STATE IDENTIFICATION NO  
001-009927794

SALES TAX PERMIT FOR THIS LOCATION

LOCATION ADDRESS

FAMILY DOLLAR 7573  
FAMILY DOLLAR INC  
1412 E. OVERLAND  
SCOTTSSBLUFF NE 69361

MAILING ADDRESS

FAMILY DOLLAR INC  
PO BOX 1017  
CHARLOTTE NC 28201-1017

DISPLAY PROMINENTLY AT BUSINESS LOCATION

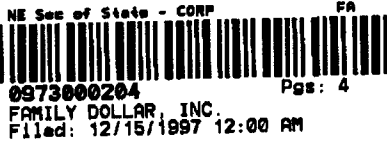
*Wayne A. Egan*  
Tax Commissioner

7573

1598680

DEC 15 1997

# APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS



Scott Moore, Secretary of State  
Room 1301 State Capitol, P.O. Box 94608  
Lincoln, NE 68509

STATE OF NEBRASKA  
SECRETARY'S OFFICE  
Received filed and recorded on

Submit in Duplicate

9-130  
2781  
84423  
150 PM 145pm

Attach a certificate of good standing duly authenticated by the official having custody of the corporate records in the state or country under whose law the corporation is incorporated. Such certificate shall not be more than 60 days old. A certified copy of the articles of incorporation should not be submitted and is not acceptable in lieu of such certificate.

Name of Corporation FAMILY DOLLAR, INC.

Fictitious Name of Corporation \_\_\_\_\_  
(to be used only if actual corporate name is unavailable for use or does not comply with Nebraska law)

Incorporated under the laws of NORTH CAROLINA

Date Incorporation NOVEMBER 17 19 97

Period of Duration PERPETUAL

Address of Principal Office MAILING ADDRESS: P.O. Box 1017, Charlotte, NC 28201-1017  
10401 Old Monroe Road, Matthews, NC 28105  
Street Address City State Zip

Registered Agent THE PRENTICE-HALL CORPORATION SYSTEM, INC.

Registered Office 1900 FIRST BANK BUILDING  
233 SOUTH 13TH STREET LINCOLN NE 68508  
Street Address City Zip

DATED December 10, 1997

C. Martin Sowers  
Signature

C. MARTIN SOWERS, SENIOR VICE PRESIDENT  
Printed Name/Title

NOTE: The Business Corporation Act requires that every filing be signed by the chairperson of the board of directors, the president, or one of the officers of the corporation. If the corporation has not yet been formed or directors have not yet been selected, the filing shall be signed by an incorporator. If the corporation is in the hands of a receiver, trustee, or other court appointed fiduciary, the filing shall be signed by that fiduciary.

NOTE To complete this form, you must list officers and directors on back

FILING FEE: \$145.00 plus \$5.00 for each page listing additional officers and directors

Revised 1-1-96

Neb Rev Stat 21-20,170

204



# ASSISTANT SECRETARIES:

# DIRECTORS:

SECRETARY & OFFICE

Chairman/Treasurer/Director

Leon Levine-Chairman/Treasurer/Director

10401 Old Monroe Rd. P.O.Box 1017  
Charlotte, NC 28201-1017

Name 10401 Old Monroe Rd. P.O.Box 1017  
Charlotte, NC 28201-1017

Address

Howard R. Levine-President/Chief Operating Officer

Name

10401 Old Monroe Rd. P.O.Box 1017  
Charlotte, NC 28201-1017

Address

R. James Kelly, Jr.  
Vice Chairman-Chief Financial & Adm Officer

Name/Title

Name

10401 Old Monroe Rd. P.O.Box 1017  
Charlotte, NC 28201-1017

Address

George R. Mahoney, Jr. and Secretary  
Executive Vice President A

Name/Title

Name

10401 Old Monroe Rd. P.O.Box 1017  
Charlotte, NC 28201 - 1017

Address

C. Martin Sowers  
Sr. Vice President/Finance

Name/Title

Name

10401 Old Monroe Rd. P.O.Box 1017  
Charlotte, NC 28201-1017

Address

Gilbert A. LaFare  
Vice President - Real Estate

Name/Title

Name

10401 Old Monroe Rd. P.O.Box 1017  
Charlotte, NC 28201-1017

Address

Janice B. Burris  
Assistant Secretary

Name/Title

Name

10401 Old Monroe Rd. P.O.Box 1017  
Charlotte, NC 28201-1017

Address

John G. Clifford  
Assistant Secretary

Name/Title

Name

10401 Old Monroe Rd. P.O.Box 1017  
Charlotte, NC 28201-1017

Address

Thomas E. Schoenheit  
Assistant Secretary

Name/Title

Name

10401 Old Monroe Rd. P.O.Box 1017  
Charlotte, NC 28201-10 7

Address

Please copy this page and submit additional pages if needed.

**OFFICERS:****DIRECTORS:**

Send: a B. Hollenbach -Div. Vice President, Taxation

Name/Title  
 10401 Old Monroe Rd. P.O. Box 1017  
 Charlotte, NC 28201-1017

Address

Name

Address

Name/Title

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# STATE OF NORTH CAROLINA



Department of The  
Secretary of State

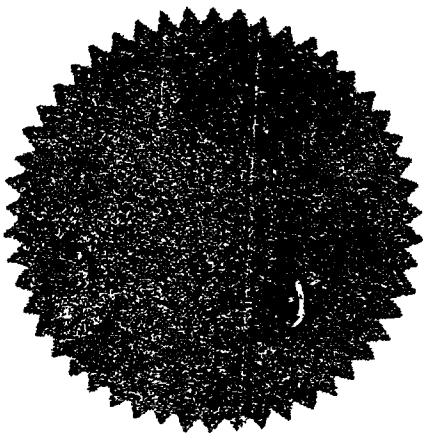
## CERTIFICATE OF EXISTENCE

**I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that**

**FAMILY DOLLAR, INC.**

*is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 17th day of November, 1997, with its period of duration being perpetual.*

**I FURTHER** *certify that the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.*



**IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 2nd day of December, 1997.**

*Elaine F. Marshall*

Secretary of State

000062226

207

0-0442678  
**FILED**  
3:40pm

NOV 17 1997

97321 9029

**ARTICLES OF INCORPORATION  
OF**

EFFECTIVE  
**ELAINE F. MARSHALL**  
SECRETARY OF STATE  
NORTH CAROLINA

**FAMILY DOLLAR, INC.**

The undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation pursuant to the provisions of Section 55-2-02 of the General Statutes of North Carolina, and to that end does hereby set forth the following:

**ARTICLE I**

The name of the corporation (the "Corporation") is Family Dollar, Inc.

**ARTICLE II**

The class of shares, the par value per share and the aggregate number of shares of such class which the Corporation shall have authority to issue are as follows:

<u>Class</u>	<u>No. of Shares</u>	<u>Par Value</u>
Common	10,000	\$ .10

**ARTICLE III**

The street address of the registered office of the corporation is 10401 Old Monroe Road, Mecklenburg County, Matthews, North Carolina 28105, and the mailing address of the registered office of the corporation is P.O. Box 1017, Mecklenburg County, Charlotte, North Carolina 28201-1017. The name of the registered agent is Leon Levine.

**ARTICLE IV**

The name and address of the incorporator are:

Nancy E. LeCroy  
2500 Charlotte Plaza  
Charlotte, North Carolina 28244

FPAD-CH1/248550.1

## ARTICLE V

The duration of the Corporation shall be perpetual.

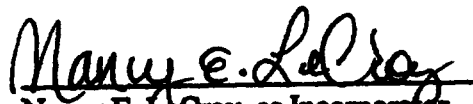
## ARTICLE VI

The purpose of the Corporation shall be to engage in any lawful business or any lawful act or activity for which a corporation may be organized under Chapter 55 of the General Statutes of North Carolina.

## ARTICLE VII

To the fullest extent permitted by the North Carolina Business Corporation Act as it exists or may hereafter be amended, persons acting as directors and/or incorporators of the Corporation shall not be liable to the Corporation or any of its shareholders for monetary damages for their activities performed in connection with the organization of the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles this 14<sup>th</sup> day of November, 1997.

  
Nancy E. LeCroy, as Incorporator

Drawn by, return to:  
Parker, Poe, Adams & Bernstein L.L.P.  
2500 Charlotte Plaza  
Charlotte, North Carolina 28244  
Attn: Nancy E. LeCroy, Esq.

## Amendment or Correction to Biennial Report

Robert B. Evnen, Secretary of State  
P.O. Box 94608  
Lincoln, NE 68509  
[www.sos.nebraska.gov](http://www.sos.nebraska.gov)

1) Exact Name of Corporation (exact name as stated in articles of incorporation or certificate of authority filed with the Nebraska Secretary of State):  
**FAMILY DOLLAR, INC.**

2) Amendment or Correction applies to the following type of Biennial Report (check only one box):  
☒ Foreign Corporation ☐ Domestic Corporation

3) Years of Biennial Report being corrected (found on Report form): 2020 - 2021  
(note you must file a separate form for each reporting period being corrected)

4) Amendment or Correction is correcting or adding names of (check boxes as applicable):  
☒ Officer and indicate title of office and/or ☒ Director (attach additional page if necessary)

☐ PLEASE SEE ATTACHED SHEET FOR CORRECT LIST OF OFFICERS & DIRECTORS  
(Indicate whether change or addition is Officer (give title) or Director and provide both name and address of same)

☐  
(Indicate whether change or addition is Officer (give title) or Director and provide both name and address of same)

5) Amendment or Correction is correcting Principal Office:

Street Address	City	State	Zip
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6) Amendment or Correction is correcting name of state or jurisdiction under whose laws the corporation is formed: \_\_\_\_\_

7) Amendment or Correction is correcting Nature of Business conducted in Nebraska: \_\_\_\_\_

8) Amendment or Correction is changing Location of Property Owned or Used in Nebraska: \_\_\_\_\_

9) ☐ Amendment or Correction is changing the Actual Value of Real Estate and Personal Property in Nebraska (if Foreign Corporation only): from \$ \_\_\_\_\_ to \$ \_\_\_\_\_. (Enclose additional occupation tax due for Corporation or if refund is due contact Secretary of State for refund form. Attach explanation of increase or decrease in Actual Value of Real Estate or Personal Property.)

OR

☐ Amendment or Correction is changing the Amount of Paid Up Capital Stock (if Domestic Corporation only): from \$ \_\_\_\_\_ to \$ \_\_\_\_\_. (Enclose additional occupation tax due for Corporation or if refund is due, contact Secretary of State for refund form. Attach explanation of increase or decrease in Amount of Paid Up Capital Stock.)

DATED 9/23/21

John S. Mitchell, Jr.  
Signature

John S. Mitchell, Jr. VP/Assistant Secretary  
Printed Name/Title

FILING FEES: \$30.00  
Revised 07/01/2021

Neb. Rev. Stat. § 21-301, 21-304

**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 E Spencer, Chief of Police  
**Date:** 6/16/2022  
**Re:** Application for Class B Liquor License, number 124922 in the name of Family Dollar Inc., dba: Family Dollar Store #27573, 1412 E Overland, Scottsbluff, Nebraska 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:**

A background investigation was conducted on Jacob Eckles, the Family Dollar Store Regional Director of Operations, as a means to determine his fitness to manage the Family Dollar Store liquor license. Jacob currently is the manager of the Alliance, Valentine, and five or six Omaha, Nebraska Family Dollar Store liquor licenses and works in Seward, Nebraska. Jacob reported that he did not have any criminal convictions including convictions for traffic violations. While conducting the background I discovered that Jacob had the following unreported traffic violation convictions, No-valid registration, and speeding on June 1, 2021. I did not find any other convictions for Jacob.

Considering the information gathered during the background investigation I find no reason to believe the applicant is not fit to hold a liquor license.

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

Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices.

On Thursday, June 9, 2022, I contacted the Scottsbluff Family Dollar Store Manager Lawanda Wanner to discuss this application and the store's processes to ensure compliance with the Nebraska Liquor Control Act. Lawanda told me that she does have prior experience with alcohol retail sales, having worked at a convenience store in Oklahoma for two years. Lawanda told me that it is the store policy that all customers who appear to be under forty years of age will have to provide a current valid form of identification adding that the register will interrupt the sale of alcohol until the clerk either scans the identification or enters a date of birth. Lawanda told me that the beer will be stored on a floor display in line of sight of the register and she will conduct the ordering and inventory. Lawanda stated that all employees are required to take Family Dollar online alcohol training.



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

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

Lawanda stated that the store does have security cameras that continuously record the interior of the store and an after-hours intrusion alarm. Lawanda stated that she will be responsible for the inventory and ordering all of the beer. Lawanda said that any employee who would sell alcohol to a minor would be terminated.

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

The business is a variety store that has existed at this location for several years.

**SPECIFIC ISSUES COMMISSION MAY CONSIDER**

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

There have been no known citizen protests of this business.

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

The business is located at 1412 E Overland, Scottsbluff, Nebraska. It is the type of business that will attract customers when open, seven days a week Sunday through Saturday. Its location is easily accessible and convenient for customers. I would not anticipate any issues with the location.

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

There are other businesses in the area that have a liquor license.

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

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

- (I) The adequacy of existing law enforcement:**

The Scottsbluff Police Department is allowed 33 full-time officers in the department and handled approximately 17,073 calls for service in 2021. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a

priority to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

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

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

**EXHIBIT IV**

# Memo

**Date:** June 20, 2022

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

**From:** Kimberley Wright, City Clerk

**CC:** Elizabeth Loutzenhiser & Kevin Spencer, Interim City Managers

**Re:** Family Dollar, Inc. d/b/a Family Dollar Store #27573, 1412 East Overland, Scottsbluff, NE.

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

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

**Class of License**

Class A	Beer only, for consumption on premises
Class B	Beer only, for consumption off premises
Class C	Alcoholic liquors, for consumption on and off premises
Class D	Alcoholic liquors, including beer, for consumption off premises
Class I	Alcoholic liquors, for consumption on the premises
Class 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
---	------------------

**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)  
27<sup>th</sup> Street Bro's, LLC d/b/a Brothers 27<sup>th</sup> Street Wings and  
Burgers (Catering)

802 21<sup>st</sup> Avenue  
1823 Ave. A  
1619 East Overland  
1824 Broadway  
2621 5<sup>th</sup> Avenue

### **Hotel/Motel**

Holiday Inn Express

1821 Frontage Rd.

### **Taverns/Lounges**

Hight's Tavern  
Bob's Garage & Bar  
RSK Frontside, LLC dba Frontside  
Racks Sports Bar, LLC (Catering)

20 West 18<sup>th</sup> Street  
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            13**

## **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  
Shortstop d/b/a Grass Retail, LLC  
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 (Catering)  
Applebees  
Chili's Grill & Bar  
Wonderful House Restaurant  
Ole, LLC  
San Pedro Mexican Restaurant  
Sam & Louie's Pizzeria (Catering)  
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  
1007 West 27<sup>th</sup> St.  
305 West 27<sup>th</sup> St.  
1818 1<sup>st</sup> Ave.

**Hotel/Motel**

Hampton Inn & Suites  
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26  
902 Wintercreek Dr.

**TOTAL CLASS I LICENSES** 12

**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	13
Class D	16
Class I	12
Class IB	1
Class L	1
Class W	1
Class Z	1
<b>TOTAL LICENSES</b>	<b>46</b>

# Memo

## Exhibit V

**Date:** May 11, 2022  
**To:** Honorable Mayor and City Council  
**From:** Staff, Development Services  
**CC:** Kevin Spencer, Elizabeth Loutzenhiser  
**Re:** Class "B" Liquor License Application  
Family Dollar, #27573  
1412 East Overland  
Scottsbluff, NE 69361

**Action:**

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The owners of Family Dollar Store, #27573, have applied for a new license in the name of Peter and Yvonne Barnett.

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 1412 East Overland, Scottsbluff, Ne. is situated in a C-3 (Heavy Commercial) zoning district where a retail store is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances. All areas surrounding 1412 East Overland are zoned C-3 (Heavy Commercial).
- (2) There are off-street parking requirements in a C-3 (Heavy Commercial) zone. Code requires 1 parking space for every 500 sq. ft. of gross floor area of the structure. Family Dollar Store has 9,020 sq. ft. for total of 19 required parking stalls. The lot does not have painted stalls, but it appears to have more than the required 19.
- (3) The use of this property is consistent with the surrounding neighborhood, which is generally commercial retail in nature.
- (4) There are no schools, or other similar institutions within 300 feet of the subject property. However, there is a church located at 1402 12<sup>th</sup> Ave., which is approximately 266 ft. from Family Dollar.
- (5) The existing population of Scottsbluff is approximately 14,417.

● Page 2



City of Scottsbluff  
Liquor License Holders Investigatory Board  
Regular Meeting  
June 15, 2022 – 2:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Wednesday, June 15, 2022 at 2:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on June 12, 2022 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: Police Chief/Interim City Manager, Kevin Spencer; Kim Wright, City Clerk, Libby Stobel, City Attorney, Russ Knight, Chairman, and Andrea Margheim, Flyover Brewery. Absent: Kelli Larson, Panhandle Prevention Coalition, Matt Huck, Scottsbluff Public Schools and Norman Coley, WNCC,
2. Open Meeting Act – Chairman Knight welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.
3. Call Meeting to Order - The meeting was called to order and Wright recorded the proceedings.
4. Changes or additions to the agenda – None.
5. Approve the February 24, 2022 Regular Meeting Minutes – Motion by Spencer, Second by Margheim to approve the February 24, 2022 Regular Meeting Minutes, motion passed unanimously.
6. New Application.
  - a. Mr. Dan Weigel, Family Dollar Attorney and Ms. Bonnie Weisbarg, Family Dollar District Manager of the Scottsbluff store were present via Zoom to answer questions regarding the Class B Liquor License for Family Dollar Inc. d/b/a Family Dollar Store #27573. Mr. Weigel started by reading a statement regarding how serious Family Dollar takes its responsibilities regarding all applicable rules and regulations. He added Family Dollar has a vigorous internal training and auditing program, they have a zero tolerance policy, have surveillance cameras and proprietary software.

Chairman Knight asked if Ms. Weisbarg or store employees have taken the training with the State of Nebraska. Ms. Weisbarg stated they take in house training offered by the store, but have not taken any state training, adding they would take the training offered by the State, since it is recommended by the committee.

During discussion, Police Chief Spencer added he did go and talk to the store manager

and did a walk through; they do have good policies in place. He also asked Ms. Weisbarg if she would be attending the council meeting on June 20<sup>th</sup>, commenting it would be helpful to have someone in attendance to answer questions. Ms. Weisbarg stated she would attend.

Legal Counsel Stobel asked who was listed as the manager on the application. Mr. Weigel answered, Jacob Eckles, who is a regional manager for Family Dollar based out of Seward, Nebraska. Chairman Knight explained it is helpful to have someone locally or who lives in Nebraska to be listed as the responsible entity for the license, citing they need to visit the stores and assume the responsibility. Ms. Stobel also added it would be helpful for the committee to visit with Mr. Eckles rather than persons who do not have oversight of the license. Ms. Weisbarg explained she visits the store every two weeks and they follow the chain of command starting with Mr. Eckles and then he addresses her with any issues.

Chairman Knight followed by addressing the idea of having the regional executive as the liquor license manager of all of the stores throughout the state, questioning how often that person actually visits the stores. With that statement, Mr. Weigel suggested changing the liquor license manager to Ms. Weisbarg. The committee was in favor of that suggestion as Mr. Eckles will probably never visit the store in Scottsbluff.

After discussion, which included the suggestions made to the applicant, Committee Member Margheim moved to send a positive recommendation to Council regarding the Class B Liquor License for Family Dollar, Inc. d/b/a Family Dollar Store #27573, 1412 East Overland, Scottsbluff, NE. The motion was seconded by Police Chief Spencer. Motion passed unanimously.

- b. Mr. Eric Reichert, Liquor License Manager of Essential Fuel Stores located at 837 W. 27<sup>th</sup> Street and 822 S. Beltline Hwy, Scottsbluff was present to answer questions regarding his two applications.

Concerning the application for the store at 837 W. 27<sup>th</sup> Street, Mr. Reichert stated it is going to have a similar layout as their current store; same beer cave, liquor on the shelf with overstock liquor being held upstairs in a locked room, beer in a back room by the cooler. The store manager, Adrianna, will do the ordering and will use the same processes and equipment that they currently have in place, which includes scanners.

Regarding the location on Beltline, they do not have scanners but they are on order and will be implemented. Mr. Reichert stated they will be changing some processes as they have had issues in the past. They plan on remodeling the store next year and will address where the liquor is held. The current staff will stay in place and they will be implementing the Essential Fuels handbook; employees that sell to minors will be terminated and they do have video at both stores. Concerning overstock there is a designated room for it at this location.

Legal Counsel Stobel informed the committee that she would have to declare a conflict of interest as her firm represents Mr. Reichert and she helped with the application process.

She will abstain from voting. Because Ms. Stobel abstained, a quorum was not present and therefore a recommendation could not be given to Council regarding the two liquor license applications for Essential Fuel, LLC d/b/a Essential Fuel at 837 W. 27<sup>th</sup> Street and 822 S. Beltline Hwy, Scottsbluff.

7. New Manager Application.

- a. Ms. Lacey McConkey manager applicant for McDermid Management Co. LLC, d/b/a Holiday Inn Express, 1821 Frontage Road, Scottsbluff, NE came forward to answer questions. Ms. McConkey started by introducing herself explaining she has experience in the liquor industry as she was the previous manager of Pizza Hut. She added the liquor license at the hotel is for Happy Hour. They serve complimentary beer and wine from 5:00 p.m. to 7:00 p.m. Monday through Thursday nights to their guests of legal age. The inventory consists of a few kegs and boxes of wine, which is kept in a back room. They do ID guests and she has a hostess that is in charge of Happy Hour. All hostesses, as well as she, has taken the training and they retrieve the alcohol for guests, there is no self-serve.

Committee Member Margheim moved to send a positive recommendation to Council regarding naming Lacey McConkey as the liquor license manager for McDermid Management Co. LLC, d/b/a Holiday Inn Express, 1821 Frontage Road, Scottsbluff, NE. The motion was seconded by Stobel and passed unanimously.

8. Liquor License Compliance Issue.

- a. Git N Split – Ms. Angela Coffee, liquor license manager, approached the Committee regarding the violation. She explained the employee carded the customer, but did not scan. Because of this she is now having employees take the training by the State of Nebraska and is trying to do the right thing. She added the employee was not terminated, but has since resigned.
- b. Kelley's Liquor – Mr. Corey Kilpatrick owner and manager of Kelley's Liquor Store came forward. He stated the employee was new and commented that she had taken medication for insomnia and was not thinking clearly. He added the employee has since been terminated, as well as the employee who was training. The immediate changes they have since implemented are employees who are friends cannot work together. They also stress carding everyone regardless of their physical stature and looks. The employee working that day manually cleared the screen and bypassed the point of sale and did not ask for ID. He will have all his employees take the training offered by the State.
- c. Prime Cut – Mr. Marty Manley, owner came forward regarding the violation they received. He explained the employee checked the ID, but was not in the proper frame of mind and served the minor anyway. He added it was a mistake; they do not sell a lot of

liquor and will require employees to retake the training. He added the employee has not been terminated as he understands her situation. He has talked to her however.

- d. Cigarette Chain – Mr. Jerry Gealy, owner, respectfully declined to come to the meeting.

9. Other Business – None

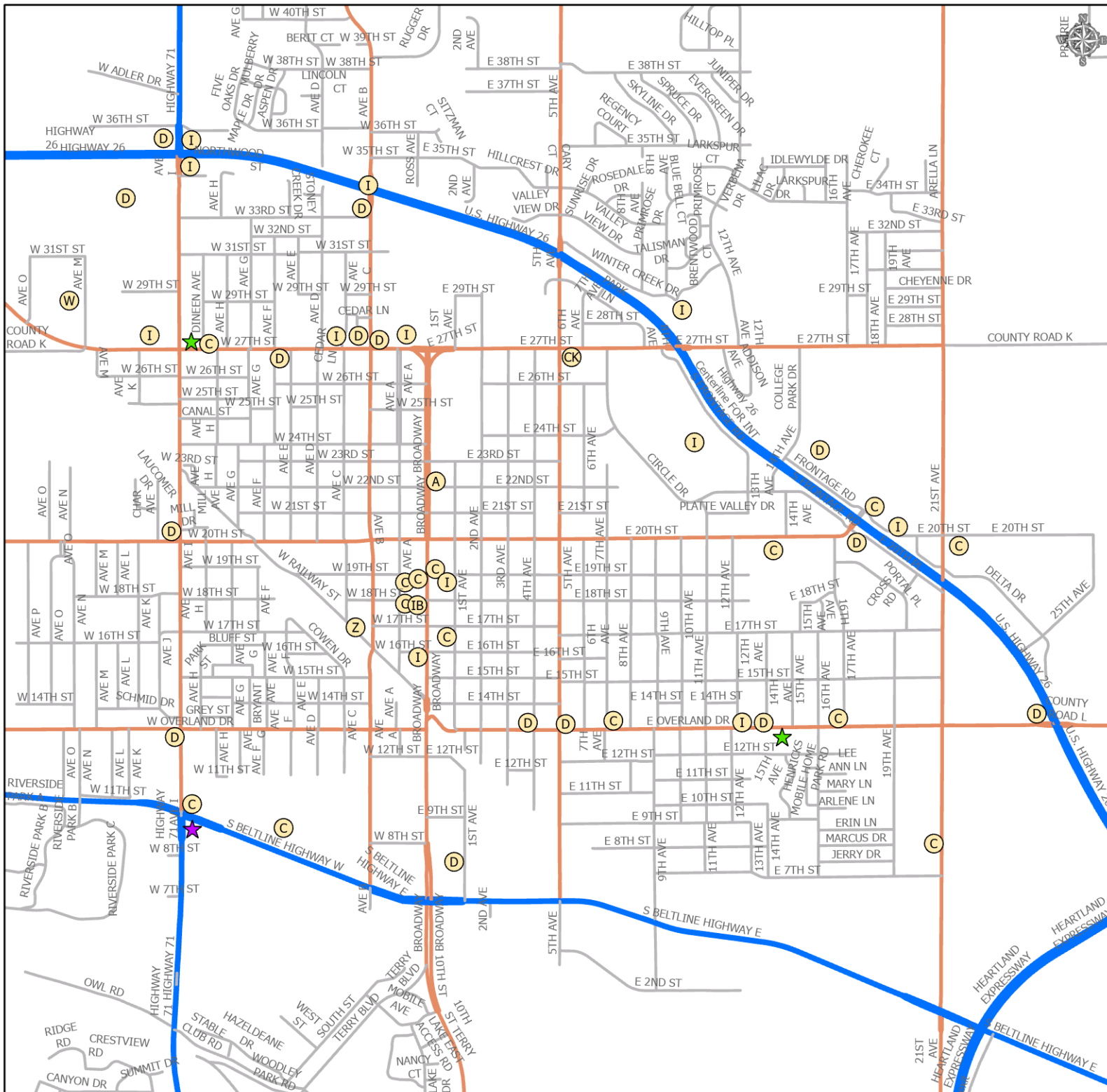
- 10. Adjourn – Police Chief Spencer moved, seconded by Committee Member Margheim to adjourn the meeting at 2:53 p.m. The motion passed unanimously by the board.

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Russ Knight, Chairman

---

Kim Wright, Secretary



# **City of Scottsbluff, Nebraska**

**Monday, June 20, 2022**

**Regular Meeting**

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

**Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming Jacob J. Eckles as the Liquor License Manager of Family Dollar Store #27573, 1412 East Overland, Scottsbluff, NE.**

Staff Contact: Kim Wright, City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, June 20, 2022**

**Regular Meeting**

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

**Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class D Liquor License for Essential Fuel, LLC d/b/a Essential Fuel, 822 S. Beltline Hwy West, Scottsbluff, NE.**

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

## Agenda Statement

Item No.

For meeting of: June 20, 2022

**AGENDA TITLE:** Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class D Liquor License application from Essential Fuel, LLC d/b/a Essential Fuel, 822 S. Beltline Hwy West, 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 Essential Fuel, LLC d/b/a Essential Fuel, 822 S. Beltline Hwy West, Scottsbluff, NE.

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 ☐

Essential Fuel, LLC  
1502 19<sup>th</sup> Avenue  
Scottsbluff, NE 69361

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

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Rev 3/1/99CClerk



822 S. Beltline Hwy West. = Store #3

**APPLICATION FOR LIQUOR  
LICENSE CHECKLIST RETAIL** Exhibit 1

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

License  
Class: D

License Number :

**124974**

**RECEIVED**

MAY 13 2022  
Date Stamp HERE ONLY  
Do not stamp any of the following pages

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

Office Use Only

NEW (REPLACING) 113000

TOP (Yes) No

Hot List Yes (No)

Initial:

KF

**PLEASE READ CAREFULLY**

See directions on the next page. 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.

APPLICANT NAME Essent id Fuel, LLC

TRADE (DBA) NAME Essential Fuel, LLC

PREVIOUS TRADE (DBA) NAME \_\_\_\_\_

CONTACT NAME AND PHONE NUMBER Katie Pierce 308-633-6746

CONTACT EMAIL ADDRESS kpierce@eric-inc.com

Cum hx

5-19-2024

9707

o

Need phone#

Office use only

PAYMENT TYPE 5/11/22 PayPort

AMOUNT \$400 - RCPT \_\_\_\_\_

RECEIVED: 5/13/22

DATE DEPOSITED \_\_\_\_\_



2200006295

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PAGE 1

# DIRECTIONS

Each item must be included with your application

1. ✓ Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
  - Individual License (Form 104)
  - Partnership License (Form 105)
  - Corporate License (Form 101 & Form 103)
  - ✓ Limited Liability Company (LLC) (Form 102 & Form 103)  
Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. ✓ 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 Applicant Guidelines for further assistance
4. ✓ Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
  - ✓ a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - ✓ b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - ✓ c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - ✓ d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. ✗ If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. ✓ If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. ✓ Submit a copy of your business plan.

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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)

**CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31**

**ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30**

- ☐ A BEER, ON SALE ONLY
- ☐ B BEER, OFF SALE ONLY\*\*
- ☐ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES ☐ NO ☐
- ☒ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*
- ☐ F BOTTLE CLUB,
- ☐ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES ☐ NO ☐
- ☐ 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 endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- ☐ Class G Growler endorsement (Submit Form 165) – Class C licenses only

\*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES ☐ NO ☐

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED**

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

- ☐ Individual License (requires insert FORM 104)
- ☐ Partnership License (requires insert FORM 105)
- ☐ Corporate License (requires FORM 101 & FORM 103)
- ☒ Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

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

Name  Phone Number

Firm Name

Email address

Should we contact you with any questions on the application? YES ☐ NO ☐

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**PREMISES INFORMATION**

Trade Name (doing business as) Essential Fuel, LLC  
Street Address 822 S. Beltline Hwy. W  
City Scottsbluff County Scottsbluff Zip Code 69361 +1321  
Premises Telephone number n/a  
Business e-mail address kpierce@eric-inc.com  
Is this location inside the city/village corporate limits YES X NO       

**MAILING ADDRESS (where you want to receive mail from the Commission)**Check if same as premises       

Name Essential Fuel, LLC  
Street Address 1502 19th Ave  
City Scottsbluff State NE Zip Code 69361 +2738

**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.  
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS  
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)  
INDICATE THE DIRECTION OF NORTH

Building length 75 x width 76 in feet  
Is there a basement? Yes        No X If yes, length        x width        in feet  
Is there an outdoor area? Yes        No X If yes, length        x width        in feet  
Number of floors of the building 1

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

See attached. Shaded areas indicate where the alcohol will be located for retail sale.

FORM 100  
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## 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.

X 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
see attached				

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

X YES \_\_\_\_\_ NO

If yes, provide business name and license number Western Travel Terminal #113000

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

X YES \_\_\_\_\_ NO

If yes, give name of business and liquor license number Western Travel Terminal #113000

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

X YES \_\_\_\_\_ NO

If yes

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

a) Submit a copy of the business purchase agreement X

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

c) Submit a list of the furniture, fixtures and equipment x

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) Cornerstone Bank

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** 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

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 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 (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

☐ YES ☒ NO

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

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

Great Western Bank: Eric Reichert, Katie Pierce

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.

Essential Fuel, LLC 2319 E Overland, Scottsbluff, NE 69361

License #122050

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)

**Experience**

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

13. If the property 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 be in the name of applicant as owner or lessee**

x Lease expiration date May 19, 2024  
Deed  
Purchase Agreement

14. When do you intend to open for business? May 20, 2022

15. What will be the main nature of business? Convenience Store

16. What are the anticipated hours of operation? 24 hours

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 CITY & STATE	YEAR FROM TO		SPOUSE CITY & STATE	YEAR FROM TO	
Minatare, NE	2009	2012	Bozeman, MT	2009	2010
Scottsbluff, NE	2012	2019	Scottsbluff, NE	2010	2019
Minatare, NE	2019	2021	Minatare, NE	2019	2021
Scottsbluff, NE	2021	current	Scottsbluff, NE	2021	current

**If necessary, attach a separate sheet**



**PERSONAL OATH AND CONSENT OF INVESTIGATION**

**SIGNATURE PAGE –**

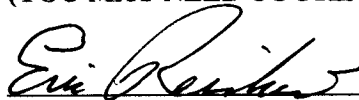
**PLEASE READ CAREFULLY**

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 by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**



Signature of **APPLICANT**

(Do not sign until in the presence of the Notary Public)

**Eric Reichert**

Printed Name of **APPLICANT**

State of Nebraska, County of **Scottsbluff**

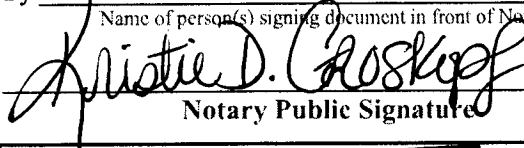
The foregoing instrument was acknowledged before me this

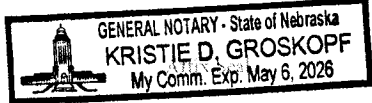
**5-11-22**

(Date)

By 

Name of person(s) signing document in front of Notary

  
Notary Public Signature





Signature of **SPOUSE**

(Do not sign until in the presence of the Notary Public)

**Brandy Reichert**

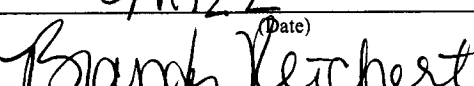
Printed Name of **SPOUSE**

State of Nebraska, County of **Scottsbluff**

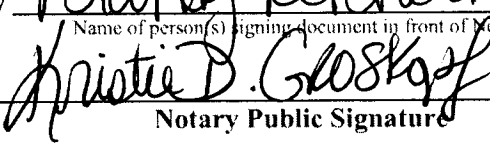
The foregoing instrument was acknowledged before me this

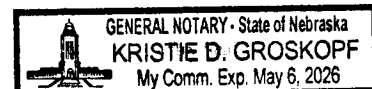
**5/11/22**

(Date)

By 

Name of person(s) signing document in front of Notary

  
Notary Public Signature



## Conviction Record

Name of Applicant	Date of Conviction	Where Convicted	Description of Charge
Eric Reichert	February 2019		No Fed/State waterfowl stamp
Eric Reichert	July 2017	Harrisburg, NE	Speeding
Eric Reichert	July 2016	Gering, NE	Speeding
Eric Reichert	July 2016	Gering, NE	Driving under suspension
Eric Reichert	June 2016	Gering, NE	Speeding
Eric Reichert	June 2016	Gering, NE	Failure to comply
Eric Reichert	June 2016		Reinstatement
Eric Reichert	April 2015	Gering, NE	Speeding
Eric Reichert	April 2015	Gering, NE	No occupant protection system
Eric Reichert	March 2012		Passing on the right/ no insurance proof
Eric Reichert	March 2010		Shoot wildlife from roadway
Eric Reichert	September 2009		Speeding
Eric Reichert	December 2008		Speeding
Eric Reichert	August 2008		Open container
Eric Reichert	January 2008		Speeding
Eric Reichert	October 2004		Speeding
Brandy Reichert	March 2018	Gering, NE	Speeding
Brandy Reichert	June 2016	Alliance, NE	Speeding
Brandy Reichert	November 2015	Alliance, NE	Speeding
Brandy Reichert	March 2012		Speeding

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

Last Name: Reichert First Name: Eric MI: M

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

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

Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Percentage of member ownership 100% 50%

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 50%

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: 01/01/2022 Ending Date: 12/31/2022

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.

## Nebraska Secretary of State

## ESSENTIAL FUEL, LLC

Fri May 13 13:00:20 2022

**SOS Account Number**

1904105380

**Status**

Active

**Principal Office Address**

1502 19TH AVE  
SCOTTSBLUFF, NE 69361  
USA

**Registered Agent and Office Address**

ERIC REICHERT

1502 19TH AVENUE  
SCOTTSBLUFF, NE 69361

**Designated Office Address**

1502 19TH AVENUE  
SCOTTSBLUFF, NE 69361

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Apr 04 2019

**Next Report Due Date**

Jan 01 2023

**Filed Documents**

Filed documents for ESSENTIAL FUEL, 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	Apr 04 2019	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Proof of Publication	May 13 2019	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Biennial Report	Mar 23 2021	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

**Good Standing Documents**

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

**CERTIFICATE OF ORGANIZATION  
OF  
ESSENTIAL FUEL, LLC**


1. **Name:** The name of the Company shall be Essential Fuel, LLC.
2. **Initial Designated Office:** The initial designated office of the Company shall be:

1502 19<sup>th</sup> Avenue  
Scottsbluff, NE 69361

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

Eric Reichert  
1502 19<sup>th</sup> Avenue  
Scottsbluff, NE 69361

Dated: March 31, 2019.

  
Eric Reichert, Organizer/Member

**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 13 2022

**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

**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**

MAY 13 2022

**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: Essential Fuel, LLC

**Premise information**

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

Premise Trade Name/DBA: Essential Fuel, LLC

Premise Street Address: 822 S. Beltline Highway West

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Premise Phone Number: 308-635-7374

Premise Email address: kpierce@eric-inc.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)



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 13 2022

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: Eric Reichert

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

Essential Fuel, LLC

LLC Address: 1502 19th Ave

City: Scottsbluff State: NE Zip Code: 69361 + 2738

LLC Phone Number: 308-633-3595 LLC Fax Number: 308-633-3594

Name of Managing/Contact Member

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

Last Name: Reichert First Name: Eric MI: M

Home Address: 90834 Enterprise Drive City: Scottsbluff

State: NE Zip Code: 69361 + 7503 Home Phone Number: 308-641-7958

Eric Reichert

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska  
County of Scottsbluff

The foregoing instrument was acknowledged before me this

by Eric Reichert

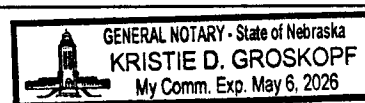
name of person acknowledge

Date

May 11, 2022

Kristie D. Groskopf

Affix Seal



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

Last Name: Reichert First Name: Eric MI: M  
Home Address: 90834 Enterprise Drive  
City: Scottsbluff County: Scottsbluff Zip Code: 69361+7503  
Home Phone Number: 308-641-7958  
Driver's License Number & State: NE [REDACTED]  
Social Security Number: [REDACTED]  
Date Of Birth [REDACTED] Place Of Birth: Scottsbluff  
Email address: ereichert@eric-inc.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: Reichert First Name: Brandy MI: M  
Social Security Number [REDACTED]  
Driver's License Number & State: NE [REDACTED]  
Date Of Birth [REDACTED] Place Of Birth: Billings, MT

**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
Minatare, NE	2009	2012	Bozeman, MT	2009	2010
Scottsbluff, NE	2012	2019	Scottsbluff, NE	2010	2019
Minatare, NE	2019	2021	Minatare, NE	2019	2021
Scottsbluff, NE	2021	current	Scottsbluff, NE	2021	current

# MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2005	2005	Superior Siding	Shaun Houchin	308-641-1073
2006	current	Self-Employed	Eric Reichert Insulation & Construction, Inc.	308-633-3595

## 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
see attached				

## 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):

Essential Fuel, LLC

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

☒ YES ☐ NO

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

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

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

\*For list of NLCC Certified Training Programs see training

Experience:

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

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.

Eric Reichert  
Signature of Manager Applicant

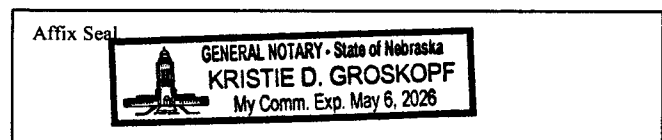
Brandy Reichert  
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska  
County of Scottsbluff The foregoing instrument was acknowledged before me this

May 11, 2022 by Eric + Brandy Reichert  
date NAME OF PERSON BEING ACKNOWLEDGED

Kristie D. Groskopf  
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.



## **Business Plan**

The business plan at 822 S. Beltline Hwy West, Scottsbluff, NE is to take over the current business operations of the convenience store currently known as Western Travel Terminal. Once the business has been acquired, the location will be branded as Essential Fuels and sell branded Sinclair fuel.

Essential Fuel, LLC is a fuel and convenience store that carries the typical convenient items to include: packaged and hot food, packaged and dispensed non-alcoholic beverages, beer, wine and liquor, and other general merchandise. The alcohol specific items will be housed in two areas: (1) on two eight-foot shelves that will store liquor, wine, and warm beer, and (2) a refrigerated section, "The Beer Cave" that will store cold beer, wine coolers and malt liquor.

This location will accommodate for both diesel fuel and gas vehicles by featuring "pure gas" and 10% ethanol blend at the outside fuel islands, in a drive-in configuration. The building will accommodate its customers by providing a fast-food area, public restrooms, ATM, and Wifi.

# Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective May 6, 2022, by and between 26 Group, LLC ("Landlord") and Essential Fuel, LLC ("Tenant"). ✓

Landlord is the owner of land and improvements commonly known and numbered as 822 South Beltline Hwy W, Scottsbluff, NE 69361 and legally described as follows (the "Building"): LT A BLK 2, COUNTY ADD. REPLAT OF LT 1-2, BLK 2

Landlord makes available for lease a portion of the Building designated as 5,000 SQFT (Convenience Store Portion)

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

## 1. Term

✓ A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning May 20, 2022 and ending May 19, 2024. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of Two Years. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

## 2. Rental

A. Tenant shall pay to Landlord during the Initial Term rental of \$360,000.00 per year, payable in installments of \$30,000.00 per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 822 South Beltline Hwy W, Scottsbluff, NE 69361 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of 0.00.

### **3. Use**

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

### **4. Sublease and Assignment**

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

### **5. Repairs**

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

### **6. Alterations and Improvements**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

### **7. Property Taxes**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

### **8. Insurance**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are



under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

## **9. Utilities**

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

## **10. Signs**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

## **11. Entry**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

## **12. Parking**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Separated structured parking, if any, located about the Building is reserved for tenants of the Building who rent such parking spaces. Tenant hereby leases from Landlord **N/A** spaces in such structural parking area, such spaces to be on a first come-first served basis. In consideration of the leasing to Tenant of such spaces, Tenant shall pay a monthly rental of **N/A** per space throughout the term of the Lease. Such rental shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

## **13. Building Rules**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

## **14. Damage and Destruction**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

## **15. Default**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

## **16. Quiet Possession**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

## **17. Condemnation**

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

## **18. Subordination**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates

to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

#### **19. Security Deposit**

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

#### **20. Notice**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

**26 Group, LLC  
1502 19<sup>th</sup> Ave. Scottsbluff, NE 69361**

If to Tenant to:

**Essential Fuel, LLC  
1502 19<sup>th</sup> Ave. Scottsbluff, NE 69361**

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

## **21. Brokers**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

## **22. Waiver**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

## **23. Memorandum of Lease**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

## **24. Headings**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

## **25. Successors**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

## **26. Consent**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

## **27. Performance**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

## 28. Compliance with Law

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

## 29. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

## 30. Governing Law

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Nebraska.

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



(Tenant)



(Landlord)

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

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

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

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

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

---

\*OTHER COUNCIL CONCERNS

## Memorandum

**To:** THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**From:** Kevin Spencer, Chief of Police  
**Date:** 6/16/2022  
**Re:** Application for a Class D (Alcohol Liquor Off Sale) Liquor License Number D-124974, Essential Fuel LLC dba Essential Fuel, 822 South Beltline Highway West, Scottsbluff, Scotts Bluff County, 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 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 background checks on Eric Reichert and his wife Brandy Reichert as a means to determine their fitness to have and manage a liquor license. Eric Reichert reported the following convictions:

Eight Speeding convictions; Oct. 2004, Jan. 2008, Dec. 2008, Sept. 2009, April 2015, June 2016, July 2016, and July 2017. Open Alcohol Container in August 2008, Shoot Wildlife from Roadway March 2010, Passing on the Right, No Proof of Insurance March 2012, and No Federal or State Waterfowl Stamp Feb. 2019.

Brandy Reichert reported four Speeding convictions; March 2012, Nov. 2015, June 2016, and March 2018.

While the accumulation of convictions reported by Eric is considerable, they do not disqualify him from obtaining a Nebraska Liquor License or being the manager. Additionally, Eric owns and is the manager of the East Overland Essential Fuels store. In checking the history of that store there have not been any violations in the two and a half years it has been opened.

On Wednesday, June 15, 2022, at 2:00 P. M., the City of Scottsbluff Liquor License Holders Investigatory Board (LLHIB) convened to meet with Eric Reichert to discuss the South Beltline Highway West Essential Fuel liquor license application. Eric explained that he recently purchased the WTT Truck Stop adding that the current staff will remain, but he is in the process of changing their procedures to mirror his other stores. The LLHIB approved Eric and the Essential Fuels Liquor License but could not formally take action because there was not a quorum.

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



Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices.

Eric explained that the Beltline Essential Fuel will have the same policies and procedures as his other stores. Eric stated that he is in the process of implementing point-of-sale registers that interrupt the sale of alcohol and require the clerk to scan a driver's license. Eric said that they will encourage employees to scan the license of any customer that looks under 30 years of age. Eric said that the store does have video cameras that monitor the activities inside the store. Eric told us that he will remodel the store in the future to provide employees with an open view of the store. Eric said that the alcohol overstock is kept in a locked room. Eric added that any employee that would sell 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.

**(C) 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:**

Eric told us that the current store manager will be responsible for the day-to-day operation, including ordering and inventorying the alcohol, and has experience in retail alcohol sales.

The new Beltline Essential Fuels convenience store is applying for a license for offsite alcohol sales only.

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

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

The establishment will be opened seven days a week 24 hours a day, and oversight and accountability will be a priority for the applicants as it relates to the sale of alcoholic beverages.

**SPECIFIC ISSUES COMMISSION MAY CONSIDER**

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

There have been no known citizen protests of this business.

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

The business is located at 822 South Beltline Highway West, Scottsbluff, NE. It is a Convenience Store that will attract customers at all hours. Its location is easily accessible and convenient for customers. I would not anticipate any issues with the location.

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

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

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

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

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

The Scottsbluff Police Department is allowed 33 full-time officers in the department and handled approximately 17,073 calls for service in 2021. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a concern to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

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

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

**EXHIBIT IV**

# Memo

**Date:** June 20, 2022

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

**From:** Kimberley Wright, City Clerk

**CC:** Elizabeth Loutzenhiser & Kevin Spencer, Interim City Managers

**Re:** Essential Fuel, LLC d/b/a Essential Fuel, 822 South Beltline Hwy West, Scottsbluff, NE 69361

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
---	------------------

**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)  
27<sup>th</sup> Street Bro's, LLC d/b/a Brothers 27<sup>th</sup> Street Wings and  
Burgers (Catering)

802 21<sup>st</sup> Avenue  
1823 Ave. A  
1619 East Overland  
1824 Broadway  
2621 5<sup>th</sup> Avenue

### **Hotel/Motel**

Holiday Inn Express

1821 Frontage Rd.

### **Taverns/Lounges**

Hight's Tavern  
Bob's Garage & Bar  
RSK Frontside, LLC dba Frontside  
Racks Sports Bar, LLC (Catering)

20 West 18<sup>th</sup> Street  
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            13**

## **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  
Shortstop d/b/a Grass Retail, LLC  
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 (Catering)  
Applebees  
Chili's Grill & Bar  
Wonderful House Restaurant  
Ole, LLC  
San Pedro Mexican Restaurant  
Sam & Louie's Pizzeria (Catering)  
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  
1007 West 27<sup>th</sup> St.  
305 West 27<sup>th</sup> St.  
1818 1<sup>st</sup> Ave.

**Hotel/Motel**

Hampton Inn & Suites  
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26  
902 Wintercreek Dr.

**TOTAL CLASS I LICENSES** 12

**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	13
Class D	16
Class I	12
Class IB	1
Class L	1
Class W	1
Class Z	1
<b>TOTAL LICENSES</b>	<b>46</b>

# Memo

**Date:** May 23<sup>rd</sup>, 2022  
**To:** Honorable Mayor and City Council  
**From:** Staff, Development Services  
**CC:** Kevin Spencer & Elizabeth Loutzenhiser  
**Re:** Class "D" Liquor License Application  
Essential Fuel, LLC  
822 S. Beltline Hwy West  
Scottsbluff, NE 69361

**Action:**

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The owners of Essential Fuel, LLC. have applied for a replacement license in the name of Eric Reichert.

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 822 S. Beltline Hwy West is situated in a C-3 (Heavy Commercial) zoning district where convenient stores with dispensing gasoline are allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances. The properties to the north, south, east, and west are zoned C-3 (Heavy Commercial). The property situated north/west of the intersection is C-2 (Neighborhood and Retail Commercial).
- (2) The off-street parking requirements are 1 space for every 500 square feet of building space is required for general commercial use. The convenient store and restaurant are a combined 6,171 square feet. The occupancy will need access to at least 13 off street parking spaces as required by ordinance. The property meets the parking requirements. This requirement is found in 25-5-1 (18) of the City's Municipal Code of Ordinances.
- (3) The use of this property is consistent with a C-3 zone.
- (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 14,417 per 2020 census.

# **City of Scottsbluff, Nebraska**

**Monday, June 20, 2022**

**Regular Meeting**

## **Item Pub. Hear.4**

**Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class D Liquor License for Essential Fuel, LLC d/b/a Essential Fuel, 837 27th Street, Scottsbluff, NE.**

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



## Agenda Statement

Item No.

For meeting of: June 20, 2022

**AGENDA TITLE:** Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class D Liquor License application from Essential Fuel, LLC d/b/a Essential Fuel, 814 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 Essential Fuel, LLC d/b/a Essential Fuel, 814 West 27<sup>th</sup> Street, Scottsbluff, NE.

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 ☐

Essential Fuel, LLC  
1502 19<sup>th</sup> Avenue  
Scottsbluff, NE 69361

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

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Rev 3/1/99CClerk

814 W. 27<sup>th</sup> Street = Store #2

Store #2

# APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

Exhibit #1

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

License  
Class: D

License Number:

**124975**

**RECEIVED**

Office Use only  
MAY 13 2022

Date Stamp: 11-13-22  
Do not  
**NEBRASKA LIQUOR  
CONTROL COMMISSION**

Office Use Only

NEW / REPLACING

TOP Yes No

Hot List Yes No

Initial: KF

## PLEASE READ CAREFULLY

See directions on the next page. 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.

APPLICANT NAME Essential Fuel, LLC

TRADE (DBA) NAME Essential Fuel, LLC

PREVIOUS TRADE (DBA) NAME \_\_\_\_\_

CONTACT NAME AND PHONE NUMBER Katie Pierce 308-633-6746

CONTACT EMAIL ADDRESS kpierce@eric-inc.com

Sum h x

7-31-2024

202

0

Need phone #

Office use only

PAYMENT TYPE 5/11/22 PayPort

AMOUNT \$400- RCPT \_\_\_\_\_

RECEIVED: 5/13/22

DATE DEPOSITED \_\_\_\_\_



2200006190

FORM 100  
REV 1/10/2022  
PAGE 1

# DIRECTIONS

Each item must be included with your application

1. ✓ Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
  - Individual License (Form 104)
  - Partnership License (Form 105)
  - Corporate License (Form 101 & Form 103)
  - ✓ Limited Liability Company (LLC) (Form 102 & Form 103)  
Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. ✓ 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 Applicant Guidelines for further assistance
4. ✓ Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. ✗ If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
  - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. ✗ If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. ✓ If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. ✓ Submit a copy of your business plan.

FORM 100  
REV 1/10/2022  
PAGE 2

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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)  
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31  
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- ☐ A BEER, ON SALE ONLY
- ☐ B BEER, OFF SALE ONLY\*\*
- ☐ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES ☐ NO ☐
- ☒ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*
- ☐ F BOTTLE CLUB,
- ☐ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES ☐ NO ☐
- ☐ 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 endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- ☐ Class G Growler endorsement (Submit Form 165) – Class C licenses only
- \*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES ☐ NO ☐

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED**

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

- ☐ Individual License (requires insert FORM 104)
- ☐ Partnership License (requires insert FORM 105)
- ☐ Corporate License (requires FORM 101 & FORM 103)
- ☒ Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

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

Name  Phone Number

Firm Name

Email address

Should we contact you with any questions on the application? YES ☐ NO ☐

FORM 100  
REV 1/10/2022  
PAGE 3

**PREMISES INFORMATION**Trade Name (doing business as) Essential Fuel, LLCStreet Address 814 West 27th StreetCity ScottsbluffCounty NE21Zip Code 69361 +4413Premises Telephone number n/aBusiness e-mail address kpierce@eric-inc.com

Is this location inside the city/village corporate limits

YES

X

NO

**MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

Name Essential Fuel, LLCStreet Address 1502 19th AveCity ScottsbluffState NEZip Code 69361 +2738**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.

DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

Building length 71 x width 112 in feetIs there a basement? Yes \_\_\_\_\_ No X

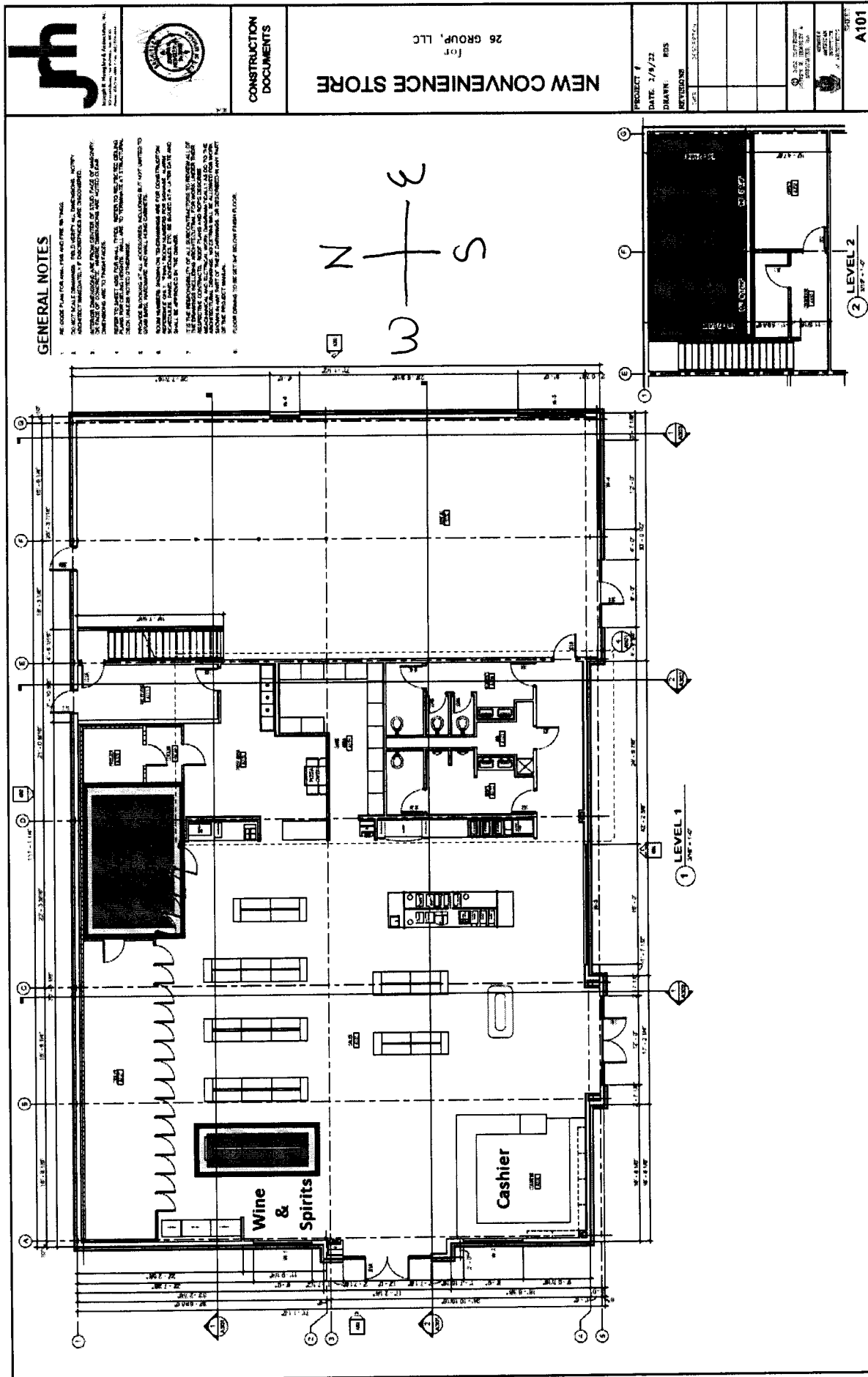
If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

Is there an outdoor area? Yes \_\_\_\_\_ No X

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

Number of floors of the building 2**PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET**

See attached. The shaded areas indicate where the alcohol will be located for retail sale and backstock storage.



## 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
see attached				

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

\_\_\_\_\_ YES ☒ \_\_\_\_\_ NO

If yes, provide business name and license number \_\_\_\_\_

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

\_\_\_\_\_ YES ☒ \_\_\_\_\_ NO

If yes, give name of business and liquor license number \_\_\_\_\_

### 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)

a) Submit a copy of the business purchase 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 \_\_\_\_\_

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) Sandhills State Bank

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** 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

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 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 (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

---

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

☐ YES ☒ NO

---

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

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

Great Western Bank: Eric Reichert, Katie Pierce

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.

Essential Fuel, LLC 2319 E Overland, Scottsbluff, NE 69361

License #122050



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)

**Experience**

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

13. If the property 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 be in the name of applicant as owner or lessee**

x Lease expiration date July 31, 2024  
Deed  
Purchase Agreement

14. When do you intend to open for business? August 1, 2022

15. What will be the main nature of business? Convenience Store

16. What are the anticipated hours of operation? 24 hours

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

<b>RESIDENCES FOR THE PAST 10 YEARS</b>					
APPLICANT CITY & STATE	YEAR FROM TO		SPOUSE CITY & STATE	YEAR FROM TO	
Minatare, NE	2009	2012	Bozeman, MT	2009	2010
Scottsbluff, NE	2012	2019	Scottsbluff, NE	2010	2019
Minatare, NE	2019	2021	Minatare, NE	2019	2021
Scottsbluff, NE	2021	current	Scottsbluff, NE	2021	current

**If necessary, attach a separate sheet**

**PERSONAL OATH AND CONSENT OF INVESTIGATION**  
**SIGNATURE PAGE –**  
**PLEASE READ CAREFULLY**

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 by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**



Signature of **APPLICANT**

(Do not sign until in the presence of the Notary Public)

**Eric Reichert**

Printed Name of **APPLICANT**

State of Nebraska, County of **Scottsbluff**

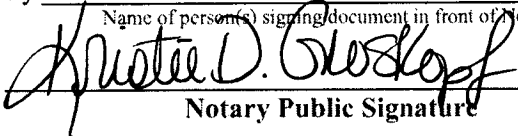
The foregoing instrument was acknowledged before me this

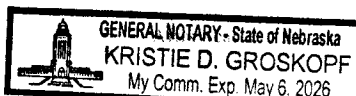
**5-11-2022**

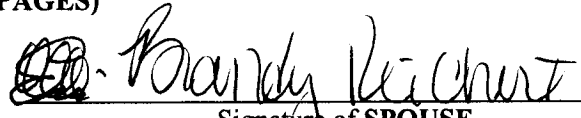
(Date)

By **Eric Reichert**

Name of person(s) signing document in front of Notary

  
Notary Public Signature





Signature of **SPOUSE**

(Do not sign until in the presence of the Notary Public)

**Brandy Reichert**

Printed Name of **SPOUSE**

State of Nebraska, County of **Scottsbluff**

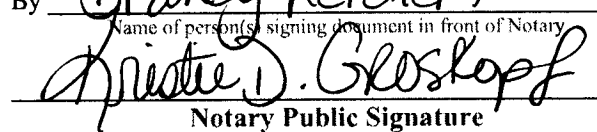
The foregoing instrument was acknowledged before me this

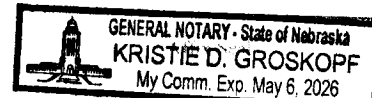
**5-11-2022**

(Date)

By **Brandy Reichert**

Name of person(s) signing document in front of Notary

  
Notary Public Signature



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 13 2022

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: Eric Reichert

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

Essential Fuel, LLC

LLC Address: 1502 19th Ave

City: Scottsbluff

State: NE

Zip Code: 69361 + 2738

LLC Phone Number: 308-633-3595

LLC Fax Number: 308-633-3594

Name of Managing/Contact Member

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

Last Name: Reichert

First Name: Eric

MI: M

Home Address: 90834 Enterprise Drive

City: Scottsbluff

State: NE

Zip Code: 69361 + 7503

Home Phone Number: 308-641-7958

Eric Reichert

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska  
County of Scottsbluff

The foregoing instrument was acknowledged before me this

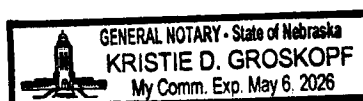
by Eric Reichert  
name of person acknowledge

Date

May 11, 2022

Kristie D. Groskopf

Affix Seal



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

Last Name: Reichert First Name: Eric MI: M

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

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

Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Percentage of member ownership 100% 50%

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 50%

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: 01/01/2022 Ending Date: 12/31/2022

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  
Page 4 of 4

## Nebraska Secretary of State

## ESSENTIAL FUEL, LLC

Fri May 13 13:00:20 2022

**SOS Account Number**

1904105380

**Status**

Active

**Principal Office Address**1502 19TH AVE  
SCOTTSBLUFF, NE 69361  
USA**Registered Agent and Office Address**ERIC REICHERT1502 19TH AVENUE  
SCOTTSBLUFF, NE 69361**Designated Office Address**1502 19TH AVENUE  
SCOTTSBLUFF, NE 69361**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Apr 04 2019

**Next Report Due Date**

Jan 01 2023

**Filed Documents**

Filed documents for ESSENTIAL FUEL, 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	Apr 04 2019	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Proof of Publication	May 13 2019	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Biennial Report	Mar 23 2021	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

**Good Standing Documents**

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

**CERTIFICATE OF ORGANIZATION  
OF  
ESSENTIAL FUEL, LLC**

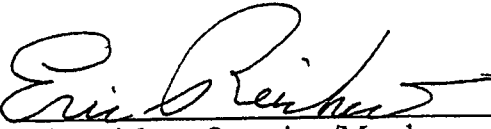
1. **Name:** The name of the Company shall be Essential Fuel, LLC.
2. **Initial Designated Office:** The initial designated office of the Company shall be:

1502 19<sup>th</sup> Avenue  
Scottsbluff, NE 69361

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

Eric Reichert  
1502 19<sup>th</sup> Avenue  
Scottsbluff, NE 69361

Dated: March 31, 2019.

  
Eric Reichert, Organizer/Member

**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 13 2022

**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



**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 13 2022

**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: Essential Fuel, LLC

**Premise information**

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

Premise Trade Name/DBA: Essential Fuel, LLC

Premise Street Address: 814 West 27th Street

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Premise Phone Number: n/a +4413

Premise Email address: kpierce@eric-inc.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: Reichert First Name: Eric MI: M  
Home Address: 90834 Enterprise Drive  
City: Scottsbluff County: Scottsbluff Zip Code: 69361 +7503  
Home Phone Number: 308-641-7958  
Driver's License Number & State: NE [REDACTED]  
Social Security Number: [REDACTED]  
Date Of Birth: [REDACTED] Place Of Birth: Scottsbluff  
Email address: ereichert@eric-inc.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: Reichert First Name: Brandy MI: M  
Social Security Number: [REDACTED]  
Driver's License Number & State: NE [REDACTED]  
Date Of Birth: [REDACTED] Place Of Birth: Billings, MT

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
Minatare, NE	2009	2012	Bozeman, MT	2009	2010
Scottsbluff, NE	2012	2019	Scottsbluff, NE	2010	2019
Minatare, NE	2019	2021	Minatare, NE	2019	2021
Scottsbluff, NE	2021	current	Scottsbluff, NE	2021	current

# MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2005	2005	Superior Siding	Shaun Houchin	308-641-1073
2006	current	Self-Employed	Eric Reichert Insulation & Construction, Inc.	308-633-3595

## 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
see attached				

## 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):

Essential Fuel, LLC

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

☒ YES ☐ NO

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

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

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

\*For list of NLCC Certified Training Programs see training

Experience:

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

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.



Signature of Manager Applicant



Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska  
County of

Scottsbluff

The foregoing instrument was acknowledged before me this

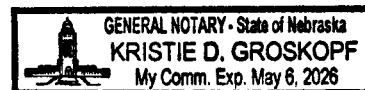
May 11, 2022  
date

by

Eric + Brandy Reichert  
NAME OF PERSON BEING ACKNOWLEDGED

  
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.

## Conviction Record

Name of Applicant	Date of Conviction	Where Convicted	Description of Charge
Eric Reichert	February 2019		No Fed/State waterfowl stamp
Eric Reichert	July 2017	Harrisburg, NE	Speeding
Eric Reichert	July 2016	Gering, NE	Speeding
Eric Reichert	July 2016	Gering, NE	Driving under suspension
Eric Reichert	June 2016	Gering, NE	Speeding
Eric Reichert	June 2016	Gering, NE	Failure to comply
Eric Reichert	June 2016		Reinstatement
Eric Reichert	April 2015	Gering, NE	Speeding
Eric Reichert	April 2015	Gering, NE	No occupant protection system
Eric Reichert	March 2012		Passing on the right/ no insurance proof
Eric Reichert	March 2010		Shoot wildlife from roadway
Eric Reichert	September 2009		Speeding
Eric Reichert	December 2008		Speeding
Eric Reichert	August 2008		Open container
Eric Reichert	January 2008		Speeding
Eric Reichert	October 2004		Speeding
Brandy Reichert	March 2018	Gering, NE	Speeding
Brandy Reichert	June 2016	Alliance, NE	Speeding
Brandy Reichert	November 2015	Alliance, NE	Speeding
Brandy Reichert	March 2012		Speeding



## **Business Plan**

The redevelopment plan at 814 West 27th Street is to remove all current structures located at the site and replace them with a new +/- 5,000 sq ft imaged building occupied by the company, Essential Fuel, LLC.

Essential Fuel, LLC is a fuel and convenience store that carries the typical convenient items to include: packaged and hot food, packaged and dispensed non-alcoholic beverages, beer, wine and alcohol, and other general merchandise. The alcohol specific items will be housed in two areas: (1) on two eight-foot shelves that will store liquor, wine and warm beer, and (2) a refrigerated section, "The Beer Cave" that will store cold beer, wine coolers and malt liquor.

This location will accommodate for both diesel fuel and gas vehicles by featuring "pure gas" and 10% ethanol blend at the outside fuel islands, in a drive-in configuration. The building will accommodate its customers by providing a co-branded fast-food area, public restrooms, ATM, and Wifi.

# Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective August 1, 2022, by and between 26 Group, LLC ("Landlord") and Essential Fuel, LLC ("Tenant"). ✓

✓ Landlord is the owner of land and improvements commonly known and numbered as 814 West 27<sup>th</sup> Street, Scottsbluff, NE 69361 and legally described as follows (the "Building"): LOT 1 BLK 1. WESTERN ADD TO THE CITY OF SCOTTSBLUFF

Landlord makes available for lease a portion of the Building designated as 5,000 SQFT (Convenience Store Portion)

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

## 1. Term

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning August 1, 2022 and ending July 31, 2024. ✓ Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of Two Years. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

## 2. Rental

A. Tenant shall pay to Landlord during the Initial Term rental of \$360,000.00 per year, payable in installments of \$30,000.00 per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 1502 19<sup>th</sup> Ave. Scottsbluff, NE 69361 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of 0.00.



### **3. Use**

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

### **4. Sublease and Assignment**

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

### **5. Repairs**

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

### **6. Alterations and Improvements**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

### **7. Property Taxes**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

### **8. Insurance**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are

under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

## **9. Utilities**

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

## **10. Signs**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

## **11. Entry**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

## **12. Parking**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Separated structured parking, if any, located about the Building is reserved for tenants of the Building who rent such parking spaces. Tenant hereby leases from Landlord **N/A** spaces in such structural parking area, such spaces to be on a first come-first served basis. In consideration of the leasing to Tenant of such spaces, Tenant shall pay a monthly rental of **N/A** per space throughout the term of the Lease. Such rental shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

## **13. Building Rules**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

## **14. Damage and Destruction**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

## **15. Default**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

## **16. Quiet Possession**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

## **17. Condemnation**

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

## **18. Subordination**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates

to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

#### **19. Security Deposit**

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

#### **20. Notice**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

**26 Group, LLC  
1502 19<sup>th</sup> Ave. Scottsbluff, NE 69361**

If to Tenant to:

**Essential Fuel, LLC  
1502 19<sup>th</sup> Ave. Scottsbluff, NE 69361**

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

## **21. Brokers**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

## **22. Waiver**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

## **23. Memorandum of Lease**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

## **24. Headings**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

## **25. Successors**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

## **26. Consent**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

## **27. Performance**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

## 28. Compliance with Law

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

## 29. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

## 30. Governing Law

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Nebraska.

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



(Tenant)



(Landlord)

**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:** 6/16/2022  
**Re:** Application for a Class D (Alcohol Liquor Off Sale) Liquor License Number D-124975, Essential Fuel LLC dba Essential Fuel, 837 W 27<sup>th</sup> Street, Scottsbluff, Scotts Bluff County, NE. 69361 (D – Alcohol Liquor Off Sale)

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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 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 background checks on Eric Reichert and his wife Brandy Reichert as a means to determine their fitness to have and manage a liquor license. Eric Reichert reported the following convictions:

Eight Speeding convictions; Oct. 2004, Jan. 2008, Dec. 2008, Sept. 2009, April 2015, June 2016, July 2016, and July 2017. Open Alcohol Container in August 2008, Shoot Wildlife from Roadway March 2010, Passing on the Right, No Proof of Insurance March 2012, and No Federal or State Waterfowl Stamp Feb. 2019.

Brandy Reichert reported four Speeding convictions; March 2012, Nov. 2015, June 2016, and March 2018.

While the accumulation of convictions reported by Eric is considerable, they do not disqualify him from obtaining a Nebraska Liquor License or being the manager. Additionally, Eric owns and is the manager of the East Overland Essential Fuels store. In checking the history of that store there have not been any violations in the two and a half years it has been opened.

On Wednesday, June 15, 2022, at 2:00 P. M., the City of Scottsbluff Liquor License Holders Investigatory Board (LLHIB) convened to meet with Eric Reichert to discuss the West 27<sup>th</sup> ST. Essential Fuel liquor license application. Eric explained that a trusted East Overland store employee will manage the 27th St store and be in charge of the day-to-day operations. The LLHIB approved Eric and the Essential Fuels Liquor License but could not formally take action because there was not a quorum.

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

Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices.

Eric explained that the W. 27<sup>th</sup> St. Essential Fuel will have the same policies and procedures as the current East Overland Store. Eric stated that the point-of-sale registers interrupt the sale of alcohol and require the clerk to scan a driver's license. Eric said that the clerk can bypass this feature, but they are encouraged to scan the license of any customer that looks under 30 years of age. Eric said that the store does have video cameras that monitor the activities inside the store. Eric said that the alcohol overstock will be kept in a would near the manager's office. Eric added that any employee that would sell 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.

**(C) 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:**

Eric told us that the new store manager will be responsible for the day-to-day operation, including ordering and inventorying the alcohol, and has experience in retail alcohol sales.

The West 27<sup>th</sup> St., Essential Fuels is a new convenience store that is applying for a license for offsite alcohol sales only.

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

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

The establishment will be opened seven days a week 24 hours a day, and oversight and accountability will be a priority for the applicants as it relates to the sale of alcoholic beverages.

**SPECIFIC ISSUES COMMISSION MAY CONSIDER**

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

There have been no known citizen protests of this business.

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

The business is located at 837 West 27<sup>th</sup> Street Scottsbluff, NE. It is a Convenience Store that will attract customers at all hours. Its location is easily accessible and convenient for customers. I would not anticipate any issues with the location.

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

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

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

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

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

The Scottsbluff Police Department is allowed 33 full-time officers in the department and handled approximately 17,073 calls for service in 2021. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a concern to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

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

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

**EXHIBIT IV**

# Memo

**Date:** June 20, 2022

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

**From:** Kimberley Wright, City Clerk

**CC:** Elizabeth Loutzenhiser & Kevin Spencer, Interim City Managers

**Re:** Essential Fuel, LLC d/b/a Essential Fuel, 814 W. 27<sup>th</sup> Street, Scottsbluff, NE 69361.

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)  
27<sup>th</sup> Street Bro's, LLC d/b/a Brothers 27<sup>th</sup> Street Wings and  
Burgers (Catering)

802 21<sup>st</sup> Avenue  
1823 Ave. A  
1619 East Overland  
1824 Broadway  
2621 5<sup>th</sup> Avenue

### **Hotel/Motel**

Holiday Inn Express

1821 Frontage Rd.

### **Taverns/Lounges**

Hight's Tavern  
Bob's Garage & Bar  
RSK Frontside, LLC dba Frontside  
Racks Sports Bar, LLC (Catering)

20 West 18<sup>th</sup> Street  
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            13**

## **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  
Shortstop d/b/a Grass Retail, LLC  
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 (Catering)  
Applebees  
Chili's Grill & Bar  
Wonderful House Restaurant  
Ole, LLC  
San Pedro Mexican Restaurant  
Sam & Louie's Pizzeria (Catering)  
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  
1007 West 27<sup>th</sup> St.  
305 West 27<sup>th</sup> St.  
1818 1<sup>st</sup> Ave.

**Hotel/Motel**

Hampton Inn & Suites  
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26  
902 Wintercreek Dr.

**TOTAL CLASS I LICENSES** 12

**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	13
Class D	16
Class I	12
Class IB	1
Class L	1
Class W	1
Class Z	1
<b>TOTAL LICENSES</b>	<b>46</b>

# Memo

## Exhibit V

**Date:** May 17<sup>th</sup>, 2022  
**To:** Honorable Mayor and City Council  
**From:** Staff, Development Services  
**CC:** Kevin Spencer & Elizabeth Loutzenhiser  
**Re:** Class "D" Liquor License Application  
Essential Fuel, LLC  
814 W. 27<sup>th</sup> St.  
Scottsbluff, NE 69361

**Action:**

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The owners of Essential Fuel, LLC. have applied for a new license in the name of Eric Reichert.

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 814 W. 27<sup>th</sup> St. is situated in a C-2 (Neighborhood & Retail Commercial) zoning district where convenient stores with dispensing gasoline are allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances. The properties to the east, south, and west are zoned C-2 (Neighborhood & Retail Commercial). The property to the north is zoned R-1a (Single-Family). The property situated south/west of the intersection is M-1 (Light Manufacturing and Industrial).
- (2) The off-street parking requirements are 1 space for every 500 square feet of building space is required for general commercial use. The building is 7,880 square feet. The occupancy will need access to at least 16 off street parking spaces as required by ordinance. The site plans confirm they meet the required parking spaces. This requirement is found in 25-5-1 (18) of the City's Municipal Code of Ordinances.
- (3) The use of this property is consistent with a C-2 zone.
- (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 14,417 per 2020 census.



## Kimberley Wright

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**From:** Frederick, Kim <Kim.Frederick@nebraska.gov>  
**Sent:** Wednesday, June 15, 2022 12:38 PM  
**To:** Kimberley Wright  
**Subject:** FW: 124975 Essential Fuel  
**Attachments:** 2200006190\_Redacted.pdf; RECEIPT 124975 Essential Fuel.pdf; LOCAL REPORT 124975 Essential Fuel.pdf

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

This updated address information was sent to me by the applicant for this location.

**INCORRECT**

814 W 27<sup>th</sup> Street  
Scottsbluff, NE 69361

**CORRECT**

837 27<sup>th</sup> Street  
Scottsbluff, NE 69361

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**From:** Frederick, Kim  
**Sent:** Tuesday, May 17, 2022 9:46 AM  
**To:** kwright@scottsbluff.org  
**Subject:** 124975 Essential Fuel

## *Kim Frederick*

Licensing Division  
**Nebraska Liquor Control Commission**  
301 Centennial Mall South  
Lincoln, NE 68509  
[kim.frederick@nebraska.gov](mailto:kim.frederick@nebraska.gov)  
(402) 471-4885  
(402) 471-2814 (Fax)  
<https://lcc.nebraska.gov>

# **City of Scottsbluff, Nebraska**

**Monday, June 20, 2022**

**Regular Meeting**

## **Item Pub. Hear.5**

**Council to discuss and consider action on making recommendations to the Nebraska Liquor Control Commission naming Eric M. Reichert as the Liquor License Manager of Essential Fuel locations at 822 S. Beltline Hwy West and 837 27th Street, Scottsbluff, NE.**

Staff Contact: Kim Wright, City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, June 20, 2022**

**Regular Meeting**

## **Item Pub. Hear.6**

**Council to conduct a public hearing set for this date at 6:00 p.m. to consider a Rezone of Lot 9, Block 3, East Lawn Subdivision from C-3 Heavy Commercial to R-1A Single Family Residential.**

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

## Agenda Statement

Item No.

For Meeting of: June 20, 2022

**AGENDA TITLE:** Council to consider the first reading of the Ordinance for the Rezone of Lot 9, Block 3, East Lawn Addition to R-1A Single-Family Residential to C-3 Heavy Commercial.

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

**PRESENTATION BY:** Zachary Glaubius, Planning Administrator

**SUMMARY EXPLANATION:** The Planning Commission reviewed this rezone request at the May 2022 Planning Commission meeting. The property is presently zoned C-3 and is adjacent to both C-3 Heavy Commercial zoning and R-1A Single-Family Residential. The site as well as the properties to the north, south, and east are single family dwellings. The property owner is requesting the rezone in order to refinance their house.

**BOARD/COMMISSION/STAFF RECOMMENDATION:** Positive recommendation on approval

**Does this item require the expenditure of funds?**

\_\_\_\_\_yes **X** no

**Are funds budgeted?**

\_\_\_\_\_yes **X** no

**If no, comments:**

**Estimated Amount**

**Amount Budgeted**

**Department**

**Account Description**

**Approval of funds available**

\_\_\_\_\_  
**City Finance Director**

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### EXHIBITS

Resolution ☐

Ordinance ☒

Contract ☐

Minutes ☒

Plan/Map ☒

Other (specify) \_\_\_\_\_

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

Please list names and addresses required for notification.

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_

\_\_\_\_\_  
City Manager

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Rev: 12/14/ City Clerk



# Scottsbluff City Zoning Map (Rezone) Application

2525 Circle Drive, Scottsbluff, NE 69361  
Telephone (308) 630-6243 Fax (308) 630-6204  
[www.scottsbluff.org](http://www.scottsbluff.org)

## Project Information

Application Date: <b>April 1, 2022</b>	Number (Office Use Only):	
Property Address: <b>909 and 909 1/2 EAST OVERLAND, Scottsbluff, NE. 69361</b>		
Current Zone: <b>COMMERCIAL</b>	Proposed Zone: <b>RESIDENTIAL</b>	Acreage of Property: <b>LOT SIZE 150' x 80'</b>
Comprehensive Plan Designation:	Comprehensive Plan Amendment Required?	

## Applicant Information

Applicant: <b>MARGARETA PIAZZA FRANKLIN</b>		Property Owner: <b>MARGARETA PIAZZA FRANKLIN</b>	
Address: <b>909 1/2 EAST OVERLAND</b>		Telephone: <b>308-641-5146</b>	
City: <b>Scottsbluff</b>	State: <b>NE</b>	Zip: <b>69361</b>	Alt. Telephone: <b>308-632-7034</b>

## City Development Process and Requirements

- Staff Review Time:** Approximately 4 to 5 weeks prior to the Public Hearing date.
- Planning Commission:** Held the second Monday of each month at 6:00 p.m.
- City Council:** Held the first and third Mondays of each month at 6:00 p.m.

All meetings are held in the City Council Chambers at 2525 Circle Drive in Scottsbluff.

### REQUIREMENTS

- ☐ Pre-application meeting with City Planner?
- ☒ Rezone Fees \$100.00 plus
- ☐ Cost of postage for everyone within 300 feet + \$3.00 per property owner
- ☒ Provide a list (in mailing label format) of property owners within 300 feet of the exterior boundaries of the property to be rezoned together with:
  - ☐ A map(s) that clearly show the ownership within the 300 feet

- ☒ A letter from the property owner giving permission that their property maybe rezoned.
- ☐ Legal description of the property - on disk or emailed to the City Development Service Department in Word format and a map of property to be rezoned.
- ☒ A Letter from the petitioner that the proposed use:
  - ☐ Would provide a service required by the neighborhood and/or community and be consistent with sound land use.
  - ☐ Would not be injurious to the adjacent properties or uses
  - ☐ That rezoning the property would not create special hazards or problems for the neighborhood or community
  - ☐ Would be harmonious and consistent with the plan for the area in the Comprehensive Plan
- ☒ Why the rezone of the property should be granted.

If any of these items are not submitted with the application City Staff maintains the right to return the application as incomplete.

## Rezone Process

After staff receives a completed application the staff will write a report to the Planning Commission including their recommendation. The Planning Commission will then hold a public hearing (which must be noticed in newspaper 10 days prior to the hearing) pertaining to the Zone Change and either recommend supporting the zone change or not to the City Council. After the Planning Commission the City Council will also hold a public hearing on the rezone request and either approve, approve with conditions or deny the request.

Page 1052  
April 1, 2022

To Whom it May Concern

I MARGARETA PIAZZA-FRANKLIN  
Give The City of Scottsbluff  
Permission to Rezone my  
Property located at 909 and  
909 1/2 EAST OVERLAND SCOTTSBLUFF  
NE. 69361. Lot 9, Block 3 East  
Lawn Addition City of Scottsbluff  
NE. 69361 County of Scotts Bluff  
State of Nebraska

I believe that this would not  
do any other properties around  
this location any harm  
also 3/4 of this property is  
residential and not commercial  
only one small building on the  
front of the property was used  
for commercial use it has not  
been used for that for 5 years it is  
now used for storage because of  
this property being commercial  
I can not get insurance or  
refinance because most of it is  
being used for residential this is  
why it needs to be rezoned



I AM ASKING THAT YOU PLEASE  
REZONE MY PROPERTY TO  
ALL RESIDENTIAL THERE ARE  
OTHER RESIDENTIAL ZONED  
PROPERTY RICH ACROSS THE  
SAME STREET FROM MY PROPERTY  
SO ONCE AGAIN PLEASE REZONE  
THIS PROPERTY FOR ME TO  
RESIDENTIAL

Signed / sputt Hoggan Eureka  
Dated April 1, 2022

## City of Scottsbluff Planning Commission

### Development Services Staff Report – Taylor Stephens

Prepared on: April 7, 2022 For Hearing of: May 9, 2022



#### I. GENERAL INFORMATION

- A. Applicant:** Margareta Piazza-Franklin  
909 ½ East Overland  
Scottsbluff, NE 69361
- B. Property Owner:** Same as Applicant
- C. Proposal:** Request to rezone Lot 9, Block 3, East Lawn Addition to R-1A Single Family Residential from C-3 Heavy Commercial
- D. Legal Description:** Lot 9, Block 3, East Lawn Addition
- E. Location:** 909 & 909 ½ East Overland
- F. Existing Zoning & Land Use:** C-3 Heavy Commercial
- G. Size of Site:** Approximately 7,000 square feet

#### 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	Residential	R-1A Single Family	Single-Family Dwellings
East	East Overland	C-3 Heavy Commercial	Single-Family Dwellings
South	East Overland	R-1A Single Family	Single-Family Dwellings
West	East Overland	C-3 Heavy Commercial	Commercial Building

##### B. Relevant Case History

1. N.A.

#### III. ANALYSIS

- A. Comprehensive Plan:** The Future Land Use Map of the Comprehensive Plan currently shows the site as East Overland Corridor and according to Comprehensive Plan, the East Overland Corridor



suggests the appropriate zones C-1, C-2, and R-1a. C-3 and R-1a are the most common zoning districts in the East Overland Corridor.

**B. Traffic & Access:**

1. Current access to Lot 9 is via East Overland Dr.
2. An alley is located along the north property line.

**C. Utilities:**

1. Lot 9 has access to Water, Wastewater, and Stormwater lines under East Overland Dr.

**IV. STAFF COMMENTS**

- A. The rezone is aligned with the 2016 Comprehensive Plan Future Land Use Map.
- B. The proposed rezone to R-1A is not a spot zone as the lot to the North and South of Lot 9 is zoned R-1A.
- C. The property has been used as a single-family dwelling for the known past.
- D. The property has been zoned C-3 since before 1974

**V. FINDINGS OF FACT**

**A. Findings of Fact to Recommend Its Approval May Include:**

1. The Comprehensive Plan identifies the area as East Overland and the rezone will permit residential development which is allowed in the East Overland Corridor.
2. The rezone is not a spot zone.

**B. Findings of Fact to Not Recommend Approval May Include:**

1. None

**VI. STAFF RECCOMENDATION**

- A. Staff recommends the Planning Commission make a positive recommendation to City Council to approve the rezone of Lot 9, Block 3, East Lawn Addition from C-3 Heavy Commercial to R-1A single family residential.

REZONE 909 E Overland Dr. Parcel: 010119523



- Proposed Changes
- Corporate Limits
- Extended Jurisdiction
- Parcel Boundaries

## City 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

## Street Centerlines

### CLASS

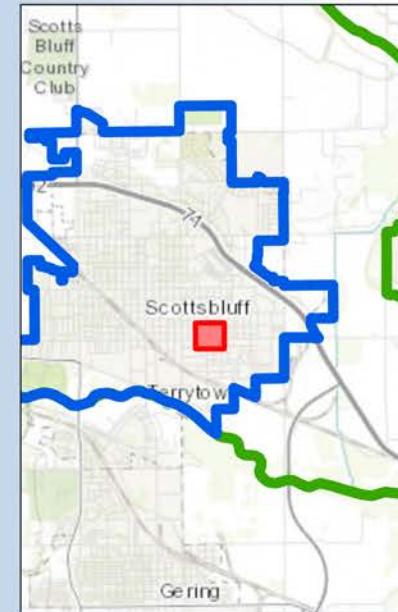
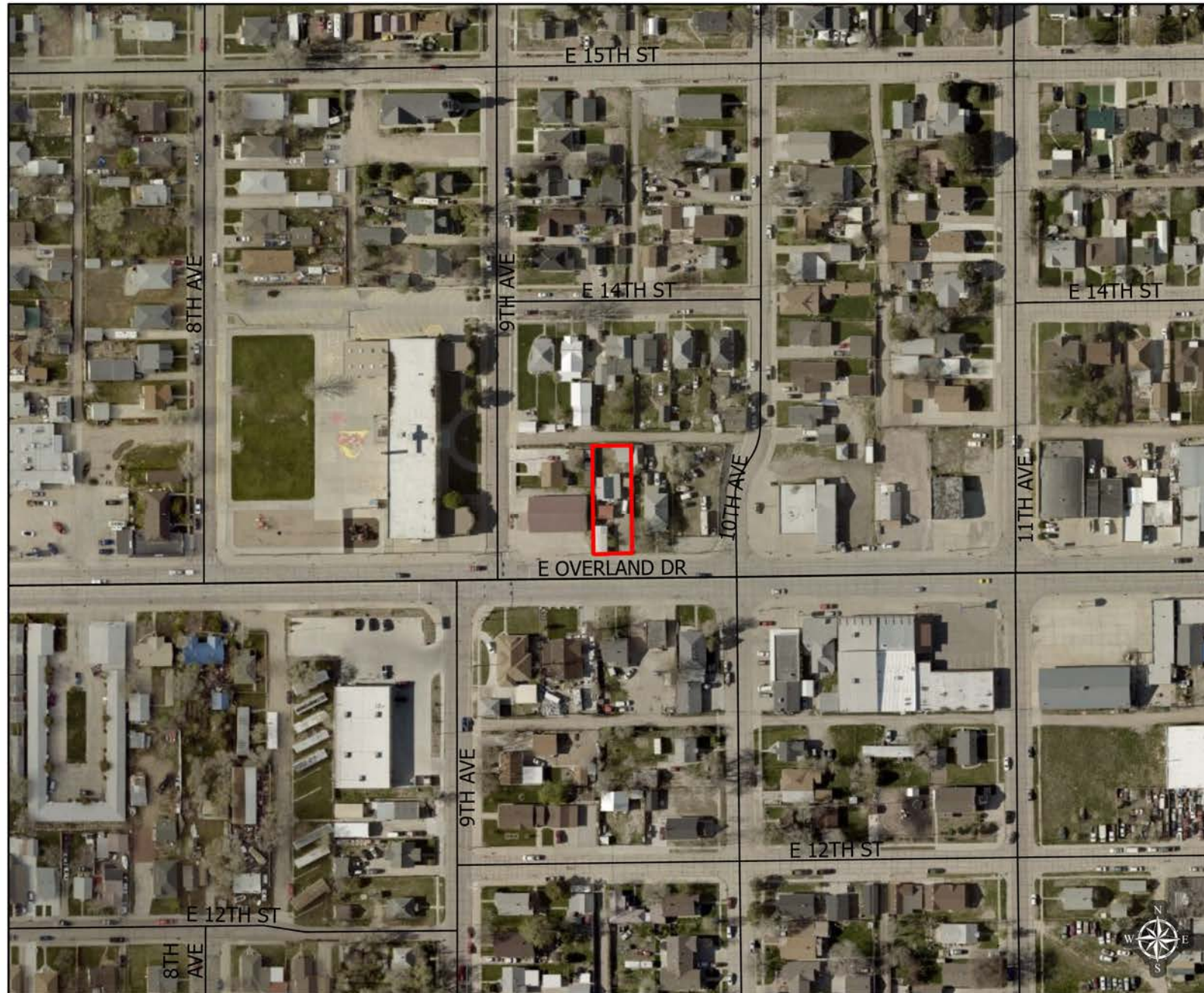
- Highway
- Main Road
- Residential/Rural

Taylor Stephens  
City of Scottsbluff GIS  
Created on 4/19/2022  
Coordinate System:  
NAD 1983 (2011) 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.



REZONE 909 E Overland Dr. Parcel: 010119523



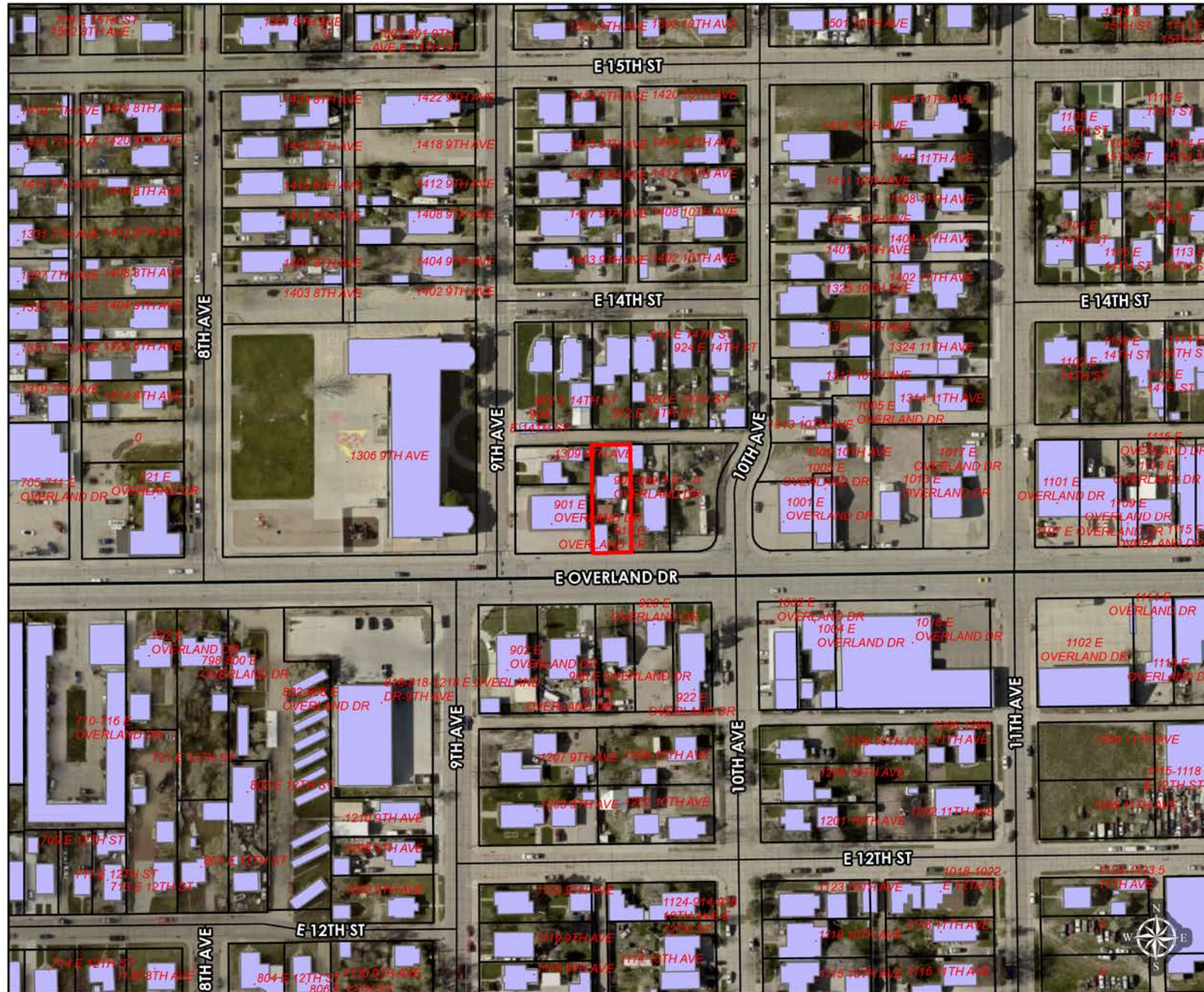
- Corporate Limits
- Extended Territory Jurisdiction
- Proposed Changes
- Street Centerline
- Highway
- Main Road
- Residential

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REZONE 909 E Overland Dr. Parcel: 010119523



Proposed Changes

Building

Street Centerlines

CLASS

Highway

Main Road

Residential/Rural

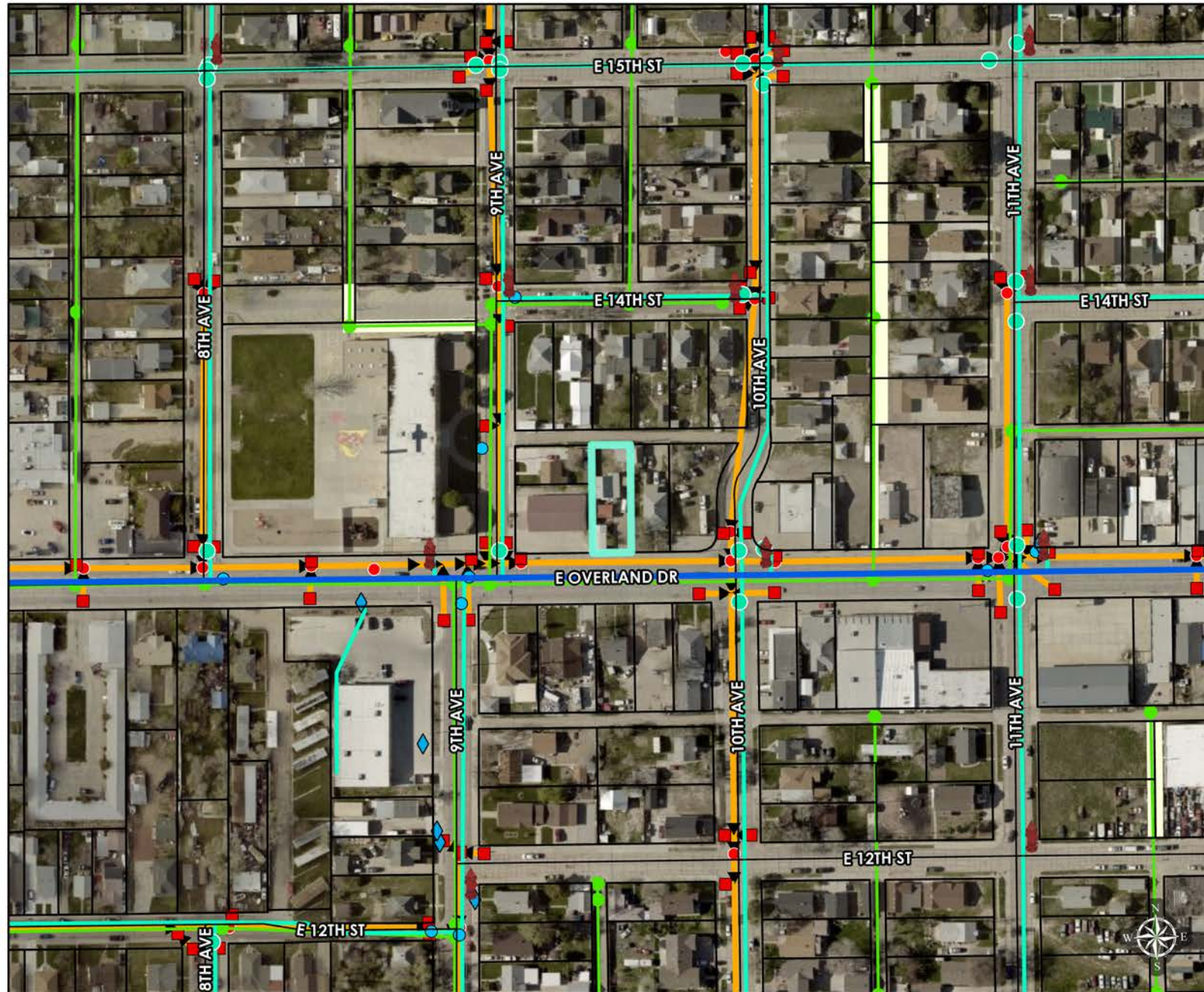
Parcel Boundaries

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REZONE 909 E Overland Dr. Parcel: 010119523



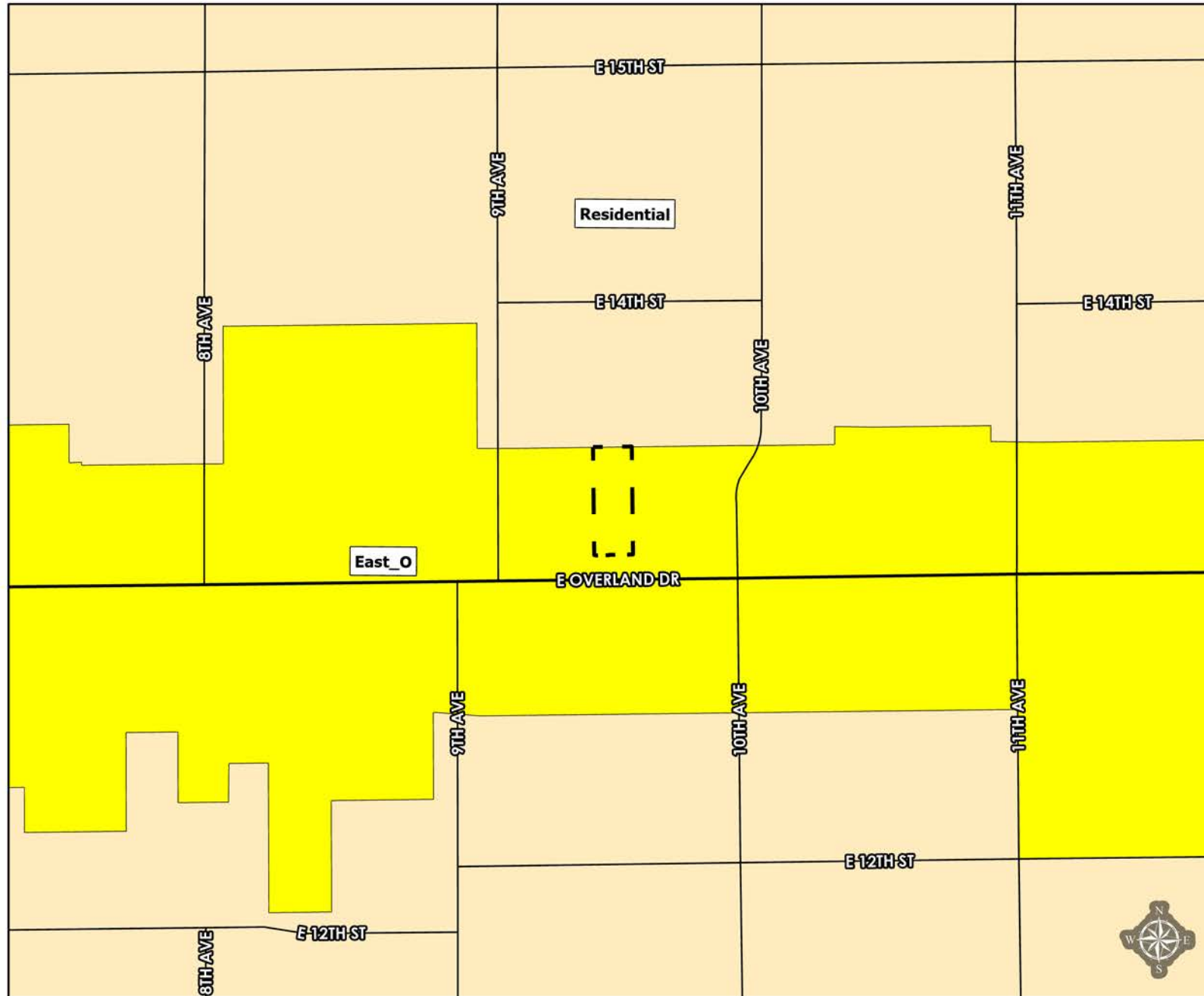
- Proposed Changes
- Street Centerlines
- CLASS
  - Highway
  - Main Road
  - Residential/Rural
- Fire Hydrants
- ◆ Water Curbstop
- Water Valve
- Water Manhole
- Water Lines
- Verified\_Manhole
- Wastewater Lines
- ▲ Outfall
- Stormwater Inlet
- Stormwater Manhole
- Stormwater Arc
- Easement
- GEODATA.GISMGR.Snow\_Routes
- Scotts\_Bluff\_County\_Parcels\_02142022

Taylor Stephens  
City of Scottsbluff GIS  
Created on 4/19/2022  
Coordinate System:  
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REZONE 909 E Overland Dr. Parcel: 010119523



Proposed Changes

## 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

## Street Centerlines

### CLASS

- Highway
- Main Road
- Residential/Rural

## 2016 Comp. Plan Development

- LTD (10 - 20 yrs)
- NTD (Less than 5 yrs)
- STD (5 - 10 yrs)

Taylor Stephens  
City of Scottsbluff GIS  
Created on 4/19/2022  
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PLANNING COMMISSION MINUTES  
REGULAR SCHEDULED MEETING  
MAY 9, 2022  
SCOTTSSLUFF, NEBRASKA

The Planning Commission for the City of Scottsbluff met in regular scheduled meeting on Monday, May 9, 2022 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 general circulation in the city, on April 30, 2022. The notice stated the date, time, and location of the meeting, that the meeting was open to the public, and that anyone with a disability desiring reasonable accommodation to attend should contact the Development Services office. An agenda was kept current and available for public inspection at the Development Services office, provided the Planning Commission can modify the agenda at the meeting if it is 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, Becky Estrada, Dave Gompert, Callen Wayman, Angie Aguillo, Jim Zitterkopf, Dana Weber, Linda Redfern (Alternate, Quorum present so excused). "Absent": Henry Huber, Mark Westphal, Anita Chadwick. City Officials present were Taylor Stephens, GIS Analyst/Acting Secretary, Zachary Glaubius, Planning Administrator
- 2 Vice Chairman Estrada 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 April 11, 2022 meeting were reviewed. Conclusion: a motion was made by Wayman and seconded by Gompert to approve the minutes from April 11, 2022 meeting. "Yeas" Aguillo, Wayman, Zitterkopf, Weber, Gompert, Estrada "Nays" "Absent": Huber, Westphal, Chadwick "Excused": Redfern (alt.) The motion carried.
- 6 Chairman Weber opened a public hearing at 6:01 PM for Item 6A regarding a public hearing to consider a rezone of East Lawn Subdivision, Block 3, Lot 9, a tract of land situated in the Southeast Quarter of Section 24, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M., Scotts Bluff County, NE from C-3 Heavy Commercial to R-1A Single Family Residential. Stephens stated that Ms. Margareta Piazza-Franklin approached city staff with the rezone proposal due to Ms. Piazza-Franklin refinancing her house and the bank requesting the house be properly zoned as residential. Stephens stated the property is along East Overland and is currently zoned as C-3. Stephens stated that R-1A zoning is to the northwest, north and south of the property. Stephens stated the property falls in the East Overland Corridor of the comprehensive plan which allows for commercial and residential zoning. Mr. Wayman asked about the use of the front building and Stephens stated that the front building would be used as storage. Mr. Wayman asked if they could run a business from that after the rezone. Glaubius said this would be fine with an application. Stephens stated that there has been no discouragement from the neighbors and that this has been zoned this way since the 1970's. Stephens stated that the city staff is recommending that the planning commission make a positive recommendation to the city council concerning this rezone. Chairman Weber closed the public hearing at 6:03
- 7 **Conclusion:** Motion by Gompert, seconded by Wayman to make a positive recommendation to the city council of the rezone from C-3 to R1-A at 909 E Overland Dr. "Yeas" Aguillo, Wayman,

Zitterkopf, Weber, Gompert, Estrada “Nays” “Absent”: Huber, Westphal, Chadwick “Excused”: Redfern (alt.) The motion carried.

8 Item 7: Glaubius stated that there may not be a need for a meeting in June as there has not been anything submitted yet.

9 Item 8: No Other Business

10 Weber introduced Item 9 regarding scheduling the next Planning Commission meeting on May 9, 2022.

11 Item 10: Adjournment

12 Adjournment: Motion by Estrada, seconded by Gompert to adjourn the meeting at 6:05 PM. “Yeas” Aguillo, Wayman, Zitterkopf, Weber, Gompert, Estrada “Nays” “Absent”: Huber, Westphal, Chadwick “Excused”: Redfern (alt.) The motion carried.

\_\_\_\_\_  
Chairman Dana Weber

\_\_\_\_\_  
Taylor Stephens, Acting Secretary



# **City of Scottsbluff, Nebraska**

**Monday, June 20, 2022**

**Regular Meeting**

## **Item Resolut.1**

**Council to consider the first reading of the Ordinance for the Rezone of Lot 9, Block 3, East Lawn Subdivision from C-3 Heavy Commercial to R-1A Single Family Residential.**

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

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

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOT 9, BLOCK 3, EAST LAWN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, CURRENTLY ZONED AS C-3 HEAVY COMMERCIAL, WILL NOW BE INCLUDED IN SINGLE FAMILY DISTRICT (R-1A), REPEALING PRIOR SECTION 25-1-4, 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 25-1-4 of the Municipal Code is amended to provide as follows:

“25-1-4. Zones; location; maps. The boundaries of the zoning districts created in this chapter are shown on the zoning district map which is made a part of this municipal code. The zoning district map and all information shown thereon shall have the same force and effect as if fully set forth and described herein. The official zoning district map shall be identified by the signature of the Mayor, attested by the City Clerk under the following statement:

This is to certify that this is the official zoning district map described in §25-1-4 of the Scottsbluff Municipal Code, passed this \_\_\_\_ day of \_\_\_\_\_, 2022.”

Section 2. Previously existing Section 25-1-4 and all other Ordinances and parts of Ordinances in conflict with this Ordinance, are repealed. Provided, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

(Seal)

Approved as to form:

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

# **City of Scottsbluff, Nebraska**

**Monday, June 20, 2022**

**Regular Meeting**

## **Item Resolut.2**

**Council to discuss and consider action on a Resolution extending the obligation of funding for ambulance services for an additional four years and authorize the Mayor to sign the Resolution.**

**Staff Contact: Kevin Spencer & Liz Loutzenhiser, Interim City Man**

## **RESOLUTION 22-06-05**

Be it resolved by the Mayor and City Council of the City of Scottsbluff, Nebraska that:

1. Effective September 8, 1998, the City of Scottsbluff, the City of Gering, and the County of Scotts Bluff, entered into an agreement for the funding of ambulance services under the Interlocal Cooperation Act, which agreement has been extended on several occasions.
2. Said agreement was last extended for four additional years by Resolution No. 18-07-02 on July 2, 2018 by the Vice-Mayor and City Council to be effective through June 30, 2022.
3. Public safety, convenience, and welfare will be enhanced by the continuation of the agreement for an additional period of four years.
4. The City of Scottsbluff now notifies the County Clerk of Scotts Bluff County, Nebraska, and the City Clerk of the City of Gering, Nebraska, of its agreement to continue the obligation of funding ambulance services for an additional period of four years, subject to the same terms and provisions that existed in the agreement of September 8, 1998, which agreement is attached to this Resolution and incorporated by this reference. This obligation will continue through June 30, 2026.
5. This resolution shall become effective immediately upon its adoption.

Passed and approved 20th day of June, 2022.

---

MAYOR

Attest:

---

CITY CLERK

“SEAL”

“EXHIBIT A”

AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July 2022, by and between the County of Scotts Bluff, in the State of Nebraska, a governmental subdivision of the State of Nebraska (hereinafter referred to as SCOTTS BLUFF COUNTY) and Valley Ambulance Services, Inc., a Nebraska Corporation, (hereinafter referred to as CONTRACTOR):

WITNESSETH:

A. Definitions:

1. SERVICE AREA shall be defined as the area of the State of Nebraska comprised within the boundaries of Scotts Bluff County, Nebraska.
2. FEDERAL REQUIREMENTS as used herein shall refer to the laws of the United States of America and regulation promulgated by agencies of the United States of America, effective as of the date of this agreement, to include those applicable to the operation of an ambulance service, in accordance with the Centers of Medicare and Medicaid Services, (CMS).
3. Emergency Medical Services, (ambulance) are considered essential services by SCOTTS BLUFF COUNTY in the same respect as law enforcement and fire.

B. Scope and Purpose:

1. There presently exists in Scotts Bluff County an urgent need for the furnishing of essential Emergency Medical Services (ambulance) which comply with FEDERAL REQUIREMENTS for the reason that various fire departments and allied rescue services have limited resources and basic training to provide emergency medical services in this area. SCOTTS BLUFF COUNTY is desirous of contracting for Advanced Life Support Ambulance Services in and outside of Scotts Bluff County to provide essential medical services.
2. CONTRACTOR has evidence a desire to provide such services, both in and outside of Scotts Bluff County, Nebraska, and in accordance with STATE and FEDERAL REQUIREMENTS for a specified sum or sums indicated below.

NOW THEREFORE, it is specifically agreed between the parties hereto as follows:

1. CONTRACTOR will furnish for the use in the SERVICE AREA three fully equipped Advance Life Support Ambulances that will meet The STATE OF NEBRASKA and FEDERAL REQUIREMENTS to include personnel qualified under such and will always have available an ambulance crew together with a standby crew in accordance with those provisions. CONTRACTOR will furnish and be responsible for all operating expenses, including, but not limited to, repairs, maintenance, professional liability

insurance, workers compensation and such necessary supplies under STATE and FEDERAL requirements necessary for the ambulance service.

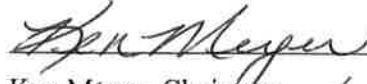
2. The term of this contract will be for forty-eight (48) months commencing July, 1<sup>st</sup> 2022. It may be cancelled by either party for nonperformance upon ninety (90) days written notice.
3. The fees and charges, for service shall be:
  - a. The monthly fee shall be \$3,625.00
  - b. In addition thereto, fees may be charged by CONTRACTOR for calls as follows:
    - i. CONTRACTOR agrees to provide service pursuant to this agreement to inmates at the Scotts Bluff County Jail and Juvenile Detention Section at no additional cost to Scotts Bluff County, Nebraska.
    - ii. SCOTTS BLUFF COUNTY shall be responsible for \$3625.00 per month and no more. (\$43,500.00 per year).
    - iii. CONTRACTOR will retain all receipts and charges for services and be responsible for all billing and collections for services provided to patients or other entities.
    - iv. CONTRACTOR will submit to SCOTTS BLUFF COUNTY an annual report of their operations, call volume and current billing schedule.
    - v. Emergency services pursuant to this agreement will not be denied any person in Scotts Bluff County by CONTRACTOR based upon ability to pay.

4. The patient will be transported to the nearest appropriate hospital as approved by medical control/direction.
5. It is distinctly and particularly understood and agreed between the parties hereto that Scotts Bluff County is in no way associated with or otherwise connected with the actual performance of this contract on the part of the CONTRACTOR, nor as to the employment of labor or in incurring of other expenses; that CONTRACTOR is an independent contractor within the meaning of the law in the performance of each and every part of this contract and agreement and solely and personally liable for all labor and expenses in connection therewith and for any and all damages which may be occasioned on account of the operation of this contract, whether the same be for personal injuries or damages of any kind. The CONTRACTOR will hold harmless SCOTTS BLUFF COUNTY for damage by reason of loss or claims made by a third person arising through or as a result of this agreement.
6. No erasures or changes in this agreement, or waiver of any of its provisions, shall be valid unless added hereto in writing and signed by the legal representatives of the parties hereto.
7. SCOTTS BLUFF COUNTY agrees to receive calls requesting essential Emergency Medical Services (ambulance) and to provide dispatch services to the CONTRACTOR at no cost to the CONTRACTOR.


IN WITNESS WHEREOF, the parties hereto have signed this agreement, to be effective the date and year first above written.

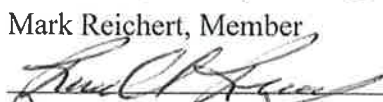



THE COUNTY OF SCOTTS BLUFF, IN  
THE STATE OF NEBRASKA

  
Ken Meyer, Chairman

  
Mark Harris, Vice Chairman

  
Mark Reichert, Member

  
Russ Reisig, Member

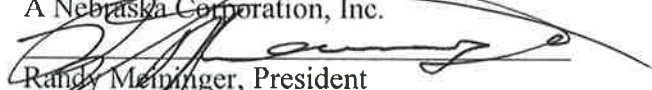
  
Charlie Knapper, Member



Attest:  
  
Kelly Sides, Scotts Bluff County Clerk

CONTRACTOR:

VALLEY AMBULANCE SERVICES, INC.  
A Nebraska Corporation, Inc.

  
Randy Meininger, President

STATE OF NEBRASKA                    )  
COUNTY OF SCOTTS BLUFF        )ss.

Before me, the County Clerk qualified for said County, personally came Ken Meyer, Mark Harris, Mark Reichert, Russ Reisig and Charlie Knapper, Board of Commissioners of the County of Scotts Bluff, State of Nebraska, a governmental subdivision of the State of Nebraska, and a body corporate, known to me to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of said Corporation and governmental subdivision.

WITNESS my hand and seal this 6<sup>th</sup> day of June 2022.



  
Kelly Sides, Scotts Bluff County Clerk

STATE OF NEBRASKA                    )  
COUNTY OF SCOTTS BLUFF        ) ss.

Before me, a notary public qualified for said County, personally came Randy Meininger, President of Valley Ambulance Services, Inc. known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal on the 6<sup>th</sup> day of June, ~~2018~~ 2022.



  
Notary Public

VALLEY AMBULANCE SERVICES INC.  
JANUARY 1<sup>ST</sup> 2022  
BILLING SCHEDULE

DESCRIPTION	CHARGE
A0428 BASIC LIFE SUPPORT NON-EMERGENCY	\$800.00
A0429 BASIC LIFE SUPPORT EMERGENCY	\$1000.00
A0426 ADVANCED LIFE SUPPORT NON-EMER	\$1000.00
A0427 ADVANCED LIFE SUPPORT EMERGENCY	\$2000.00
A0432 PARAMEDIC INTERCEPT	\$400.00
A0433 ADVANCED LIFE SUPPORT LEVEL 2	\$2500.00
A0434 SPECIALTY CARE TRANSPORT	\$3000.00
A0425 GROUND MILEAGE PER LOADED MILE	\$ 30.00
A0998 AMBULANCE RSPN TREAT AND RELEASE	\$ 95.00
WAITING/ STANDBY TIME      PER MIN	\$ 2.00

**AGREEMENT FOR THE FUNDING OF AMBULANCE  
SERVICES WITHIN SERVICE AREA UNDER THE  
INTERLOCAL COOPERATION ACT**

THIS AGREEMENT, made and entered into this 8th day of September, 1998, by and between the County of Scotts Bluff, the City of Scottsbluff and the City of Gering, all being governmental subdivisions of the State of Nebraska:

**A. Definitions:**

1. SERVICE AREA shall be defined as that area of the State of Nebraska, comprised within the boundaries of Scotts Bluff County, Nebraska, and that area comprised within the boundaries of the corporate limits of the cities of Scottsbluff and Gering, Nebraska.

2. AMBULANCE SERVICES, as used herein, shall be those services agreed to be performed by Valley Ambulance Service, Inc. in that certain agreement under date of the 1st day of July, 19<sup>98</sup>, a copy of which agreement, marked Exhibit A, is attached to this Agreement for purposes of information only. It is understood that the cities of Scottsbluff and Gering, Nebraska, are contracting herein only for the purpose of reimbursing the County of Scotts Bluff, in part, for the cost of service for which the letter has assumed liability under the agreement marked Exhibit A and that none of the parties hereto does by these presents assume any liabilities to or in favor of any person or governmental agency in connection with the operation of the ambulance services provided for in such agreement.

3. INTERLOCAL COOPERATION ACT shall refer to the act set forth in sections 13-801 to 13-827, inclusive, R.R.S. Nebraska 1943, as amended.

**B. Scope and purposes:**

1. There is presently existing in Service Area an urgent need for the furnishing of ambulance service which will comply with Federal Requirements for the reason that various fire departments and allied rescue services have ceased to operate in this area. That the contracting parties herein are desirous of funding the contracting for such services in the Service Area.

2. Scotts Bluff County has contracted for such services, agreeing to pay therefore a specified sum and the other contracting parties herein agree to pay certain sums.

3. The contracting parties, and each of them, have complied with the provisions of section 13-303 R.R.S. Neb. 1943, as amended, having held public hearings and giving notice required by law and the various governing boards of the contracting parties have determined that the funding of such Ambulance Service in the Service Area is necessary.

**C. Interlocal Cooperation Agreements:**

1. The term of this agreement shall extend from July 1, 1998 to and including June 30, 2002. Prior to June 30, 2002, the contracting parties herein will negotiate further concerning the continuation of such service. In the event that negotiations are not had and the contracting parties herein desire to continue with the plan and funding herein set forth, then the governing bodies of the contracting parties shall notify the County Clerk of Scotts Bluff County, Nebraska, by resolution, thirty days prior to July 1, 2002, of their intention to continue the obligation of funding of said Ambulance Services for a period of four years from July 1, 1998 to June 30, 2002, and that this agreement may be continued for like periods of time thereafter by the same such notification. It is understood, however, that the contract set forth in Exhibit A, has a provision for cancellation upon ninety (90) days notice; that this agreement is subject to that provision, so that in the event the agreement between Contractor and Scotts Bluff County is terminated or canceled for any reason, the obligations as between the contracting parties herein shall likewise terminate.

2. No separate legal or administrative entity is created by this agreement. Payments shall be distributed by appropriate county officer - 13-805 (4) (a) requires an administrator or joint board responsible for the administering the undertaking.

3. For the purpose of funding the cost of the service to be supplied by Valley Ambulance Services, Inc. under the agreement marked Exhibit A, the parties hereto, other than the County of Scotts Bluff, shall pay to the County of Scotts Bluff the following amounts at the following times:

- a. The City of Scottsbluff, Nebraska, shall pay the sum of \$10,564.44 per year.
- b. The City of Gering, Nebraska, shall pay the sum of \$3,794.76 per year.

IN WITNESS WHEREOF the parties hereto have executed this agreement the 8th day  
of September, 1988.

SCOTTS BLUFF COUNTY  
BOARD OF COMMISSIONERS

Barbara Eisenach  
Barbara Eisenach, Chairman

Ed Martin  
Ed Martin

Carol L. Johnson  
Carol L. Johnson

ATTEST:

Vera Dulaney  
Vera Dulaney, County Clerk



ATTEST:

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

ATTEST:

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

\_\_\_\_\_  
Esther J. Benson

\_\_\_\_\_  
Roger L. Green

CITY OF GERING, NEBRASKA

\_\_\_\_\_  
Mayor

CITY OF SCOTTSBLUFF, NEBRASKA

\_\_\_\_\_  
Mayor

IN WITNESS WHEREOF the parties hereto have executed this agreement the 8th day  
of September, 1998.

SCOTTS BLUFF COUNTY  
BOARD OF COMMISSIONERS

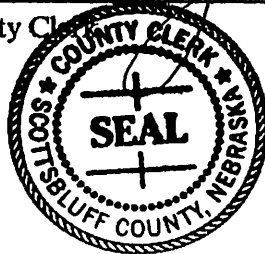
Barbara Eisenach  
Barbara Eisenach, Chairman

Ed Martin  
Ed Martin

Carol L. Johnson  
Carol L. Johnson

ATTEST:

Vera Dulaney  
Vera Dulaney, County Clerk



Esther J. Benson

Roger L. Green

CITY OF GERING, NEBRASKA

Douglas C. Lutz  
Mayor



ATTEST:

Pamela K. Richter  
City Clerk

CITY OF SCOTTSBLUFF, NEBRASKA

Mayor

ATTEST:

City Clerk

IN WITNESS WHEREOF the parties hereto have executed this agreement the 8th day  
of September, 198.

SCOTTS BLUFF COUNTY  
BOARD OF COMMISSIONERS

Barbara Eisenach  
Barbara Eisenach, Chairman

Ed Martin  
Ed Martin

Carol L. Johnson  
Carol L. Johnson

ATTEST:

Vera Dulaney  
Vera Dulaney, County Clerk



Esther J. Benson

Roger L. Green

CITY OF GERING, NEBRASKA

Mayor

ATTEST:

City Clerk

CITY OF SCOTTSBLUFF, NEBRASKA

Mark Huns  
Mayor

ATTEST:

Linda N. Huns  
Deputy City Clerk





# **City of Scottsbluff, Nebraska**

**Monday, June 20, 2022**

**Regular Meeting**

## **Item Public Inp1**

**Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming Lacey H. McConkey as the Liquor License Manager of McDermid Management Co. LLC d/b/a Holiday Inn Express, 1821 Frontage Road, Scottsbluff, NE.**

Staff Contact: Kim Wright, City Clerk

079276

**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**

**MAY 12 2022**

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

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

**MANAGER MUST:**

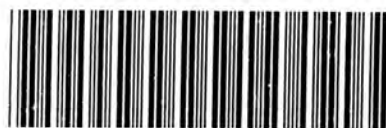
- ✓ Complete all sections of the application. Be sure it is signed by a member or corporate officer, corporate officer or member must be an individual on file with the Liquor Control Commission
- ✓ Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in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



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0066  
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0019  
5/20

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 12 2022**

**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: McDermid Management CO LLC

**Premise information**

Liquor License Number: 079276 Class Type C (if new application leave blank)

Premise Trade Name/DBA: Holiday Inn Express

Premise Street Address: 1821 Frontage Rd

City: Scottsbluff County: Scotts Bluff Zip Code: 69361

Premise Phone Number: (308) 632-1000

Premise Email address: hiexpressscottsbluff@yahoo.com

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

✓ Charles D. McDermid

**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

(Faxed signatures are acceptable)



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

Last Name: McConkey <sup>*\* spouse*</sup> First Name: Lacee MI: H  
Home Address: 120321 CR 34  
City: Minatare County: Scotts Bluff Zip Code: 69356  
Home Phone Number: (308) 641-4806  
Driver's License Number & State: [REDACTED]  
Social Security Number: [REDACTED]  
Date Of Birth: [REDACTED] Place Of Birth: Scottsbluff, NE  
Email address: laceemc21@gmail.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: McConkey First Name: Matthew MI: W  
Social Security Number: [REDACTED]  
Driver's License Number & State: [REDACTED]  
Date Of Birth: [REDACTED] Place Of Birth: Oshkosh NE

**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
Minatare Nebraska	2000	2022			

# MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016	2022	Holiday Inn Express	Jennifer Heindold	(308) 632-3022
1996	2022	Pizza Hut	Barry Ingalls	(620) 874-4411

## 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
Lacey McConkey	3/2018	Kimball NE	Speeding	Guilty

## 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):

Pizza Hut, Scottsbluff Pizza Hut, Gering Pizza Hut, Kimball

## 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: RB-0149609 Name on Certificate: Lacee H. McConkey

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Lacee McConkey	03/2022	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:
Lacee McConkey	6/17/96-	Pizza Hut
Managers / Area Coach	1/16/2022	1675 10 <sup>th</sup>
		Gering, NE 69341

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.

Lacey McConkey  
Signature of Manager Applicant

Matthew McConkey  
Signature of Spouse

### ACKNOWLEDGEMENT

State of Nebraska  
County of Scotts Bluff The foregoing instrument was acknowledged before me this

6<sup>th</sup> day of May 2022 by Lacey McConkey  
date NAME OF PERSON BEING ACKNOWLEDGED  
Matthew McConkey

Sharisa Spehar  
Notary Public signature

Affix Seal

SHARISA SPEHAR  
General Notary - State of Nebraska  
My Commission Expires Oct 16, 2025

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.



**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

**RECEIVED**

Office Use

**MAY 12 2022**

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**MM**

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.

**LM**

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.

*Matthew McConkey*

Signature of **NON-PARTICIPATING SPOUSE**

Matthew McConkey

Print Name

*Lacee McConkey*

Signature of **APPLICANT**

Lacee McConkey

Print Name

State of Nebraska, County of Scotts Bluff

The foregoing instrument was acknowledged before me

this 6<sup>th</sup> of May 2022 (date)

by Matthew McConkey  
Name of person acknowledged  
(Individual signing document)

*Sharisa Spehar*

Notary Public Signature

SHARISA SPEHAR  
General Notary - State of Nebraska  
My Commission Expires Oct 16, 2025

State of Nebraska, County of Scotts Bluff

The foregoing instrument was acknowledged before me

this 6<sup>th</sup> of May 2022 (date)

by Lacee McConkey  
Name of person acknowledged  
(Individual signing document)

*Sharisa Spehar*

Notary Public Signature

SHARISA SPEHAR  
General Notary - State of Nebraska  
My Commission Expires Oct 16, 2025

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)

**RECEIVED**

MAY 12 2022

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**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  
4600 Innovation Drive  
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 Holiday Inn Express

Name of Person Being Fingerprinted: Lacee McConkey

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

Date fingerprints were taken: 3/28/2022

Location where fingerprints were taken: 4500 Ave I Scottsbluff, NE 69361

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 ☐

Lacee McConkey  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147  
REV JUNE 2021



General	Credential	Number	Earned	Expires
Lacey H Mcconkey 120321 cr 34 Minatare NE 69361	STATE ALCOHOL	RB-0149609	03-24-2022	03-24-2025

# Memo

**To:** Mayor and Council  
**From:** Kevin E Spencer, Chief of Police  
**CC:** liquor file  
**Date:** June 9, 2022  
**Re:** Manager application- Lacey H. McConkey – Holiday Inn Express, License C - 079276, 1821 Frontage Rd Scottsbluff, NE 69361

---

This applicant, Lacey H. McConkey, was investigated for suitability as the Holiday Inn Express liquor license manager. Lacey reported one conviction for speeding in March of 2018 in Kimball County. I did not find any unreported convictions. I discovered nothing prohibiting Lacey from holding a manager's position under the license.

I contacted Lacey by telephone on Thursday, June 9, 2022, to discuss her application. Lacey explained the Holiday Inn Express' rules and procedures related to alcohol sales. Lacey said that the Holiday Inn Express serves keg beer and wine only, Monday thru Thursday, from 5:00 P.M. to 7:00 P.M. Lacey told me that they card any customer to verify age, that she does all of the ordering and the inventory, adding that they do have a born-on calendar to help employees determine the age. Lacey further explained that she has two hostesses that serve the alcohol and are required to attend an online alcohol service training. Lacey said she completed the Responsible Beverage Service Training in March of this year.

Lacey is also scheduled to appear before the Liquor License Holders' Investigatory Board on Wednesday, June 15, at 2:00 P.M.

Respectfully,

Kevin E Spencer  
Chief of Police  
City of Scottsbluff

# **City of Scottsbluff, Nebraska**

**Monday, June 20, 2022**

**Regular Meeting**

## **Item Reports1**

**Council to discuss and consider action on the Economic Development Assistance Agreement with J. D. Skiles, Inc., d/b/a Scottsbluff Industries and authorize the Economic Development Program Administrator to sign the Agreement.**

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

## ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on June 20, 2022, between the City of Scottsbluff, Nebraska (the “City”) and J.D. Skiles, Inc., d/b/a Scottsbluff Industries (the “Applicant”).

### **Recitals:**

- a. The City has adopted an Economic Development Program (the “Program”) pursuant to the Nebraska Local Option Municipal Economic Development Act;
- b. The Applicant has made application for assistance from the Program (the “Application”);
- c. The Administrator of the Program (the “Administrator”) and the City Economic Development Application Review Committee have reviewed the Application and negotiated the terms of a grant (the “Grant”) which has been approved by the City Council (the “Council”); and
- d. The parties now desire to enter into this Agreement for the purpose of setting out the terms and conditions of the Grant.

### **Agreement:**

#### **1. Purpose of Grant:**

The Applicant is expanding an existing business located in Scotts Bluff County, Nebraska for the manufacture of trailers and agricultural spraying products the “Business”). The Grant is to be used to fund the Business expansion, in order to retain and create jobs.

#### **2. Amount of Grant:**

The Grant shall be in the amount of \$100,000 (the “Grant Amount”) which assumes that the Applicant will create 5 Eligible FTE’s (as defined below) over a ten-year period to earn credits against the Grant Amount provided. The Grant Amount shall be payable to the Applicant from the City of Scottsbluff Economic Development Fund (the “Fund”) at the Closing (as provided for below).

#### **3. Closing:**

The Grant Amount shall be scheduled as a claim at a Council determined in the discretion of the City following the approval of this Agreement. The “Closing” shall occur at a reasonable time, after claim approval and following the satisfaction of all conditions to Closing as provided for below.

#### **4. Possible Grant Repayment:**

The Grant Amount shall be subject to repayment to the City if the Applicant does not fully earn the Job Credits (as provided for below). In connection with the calculation of the Job Credits:

a. The “Effective Date” of this Agreement for Job Credit calculation purposes shall be October 1, 2022 (the “Effective Date”).

b. The term of this Agreement shall begin on the Effective Date and shall continue for 10 years from the Effective Date (the “Term”).

c. A “Year” shall mean the 12-month period ending as of the day prior to each annual anniversary of the Effective Date.

#### **5. Employee Definitions:**

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

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

c. “Full Time Equivalent” Employees (the “FTE's”) shall be the total of (i) the number of Eligible Full Time Employees which are paid based on a salary, plus (ii) with respect to hourly Eligible Full Time Employees, the number arrived at by dividing the total hours paid by the Applicant to its hourly Eligible Full Time Employees during a Year divided by 2,080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one hourly Eligible Full Time Employee shall not exceed 2,080 hours.

d. “Eligible FTE's” shall mean the FTE's calculated for a Year, less 20. It is anticipated that 5 Eligible FTE's over 20 shall be created.

#### **6. Job Credits:**

As long as the Applicant is not in default of the Note, this Agreement, or any other document entered into pursuant to this Agreement, the Applicant shall be eligible for credit

against the balance due under the Grant for Job Credits earned during a Year. “Annual Job Credits” shall be calculated as follows:

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

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

<u>Additional Credit</u>	<u>Hourly Rate (Based on 2080 hours)</u>	<u>Annual Salary</u>
\$400	\$14.00 to \$17.99	\$29,120 to \$37,439
\$800	\$18.00 to \$21.99	\$37,440 to \$45,759
\$1200	\$22.00 to \$25.99	\$45,760 to \$54,079
\$1600	\$26.00 to \$29.99	\$54,080 to \$62,399
\$2000	\$30.00 and above	\$62,400 and above

In calculating the hourly rate or salary rate for purposes of the above table, the Applicant is entitled to add the hourly equivalent or annual cost of the following fringe benefits provided to the applicable employee by the Applicant: 401k Plan, profit sharing or equivalent retirement benefits, health insurance, and life and disability insurance. Further, in determining eligibility for Additional Annual Credits, the Applicant shall, in good faith, identify which Eligible FTE’s are those created by the expansion of the Business contemplated by this Agreement.

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

d. The amount of the Annual Job Credit may not exceed \$20,000 per Year (the “Maximum Annual Credit”). If the Applicant earns credits in excess of the Maximum Annual Credit in any one Year, the excess credits may be carried back to one or more prior Years where the Maximum Annual Credit was not earned, as long as the Maximum Annual Credit is not exceeded for any one Year. Excess credits may not be carried forward.



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

## **7. Grant Repayment:**

At the end of Year of the Term, the total of the Annual Job Credits will be subtracted from the Grant Amount. At the end of the Term, the total of all cumulative Annual Job Credits shall be subtracted from the Grant Amount. Any balance of the Grant Amount unearned shall be repaid to the Fund within 90 days of the end of the Term (the "Repayment"), and any amount not paid within this time period shall then carry interest at the rate of 7% per annum until paid. If there is no balance, then the Applicant shall be considered as having satisfied its obligations under the Grant and this Agreement and no repayment shall be due.

## **8. Representations and Warranties of the Applicant:**

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

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

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

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

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

## **9. Representations and Warranties of the City:**

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

a. The City is a municipal corporation organized and existing under the laws of

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

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

#### **10. Conditions to Closing:**

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

- a. All representations and warranties of the Applicant shall be true as of the Closing.
- b. The Applicant shall have delivered to the City:
  - (1) A Certificate or Letter of Good Standing from the Kansas Secretary of State;
  - (2) A copy of the current and correct Articles of Organization and Bylaws of the Applicant certified by the secretary of the Applicant to be correct;
  - (3) Shareholder minutes of the Shareholders of the Applicant authorizing this Agreement and providing for signature authority.
- c. In order to secure the repayment, the Applicant shall have delivered to the City the following:
  - (1) a guaranty (the "Guaranty") of the Jerry Skiles and Skiles Industries, Inc., which guaranties the obligations of this Agreement;
  - (2) a deed of trust (the "Deed of Trust") executed by Skiles Properties, LLC, providing the City a lien on the real estate of the Business to be expanded, second in priority only to Platte Valley Bank;
  - (3) a security agreement (the "Security Agreement"), providing to the City an interest in all personal property of the Applicant, second in priority only to Platte Valley Bank;
  - (4) a promissory note (the "Note") executed to promise the payment and performance of the Grant Amount.

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

e. The Applicant shall have closed on the purchase of the Business, and shall have closed on the loan with Platte Valley Bank in an amount of at least \$350,000.

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

#### **11. Annual Reports:**

The Applicant shall annually, within 90 days of the end of each Year, provide to the Administrator a report in form and substance acceptable to the Administrator which calculates the Annual Job Credit (the "Annual Report"). The Administrator shall have the right at any time to (i) require that the Annual Reports be reviewed at the Applicant's expense by a Certified Public Accountant reasonably acceptable to the Administrator, or (ii) hire, at the Administrator's own expense, an independent Certified Public Accountant or other business or financial expert, to review the books and records of the Applicant pertaining to the Annual Report and any other terms and conditions as provided for in this Agreement. If after a review or audit of the Applicant's records it is discovered that the Annual Job Credit claimed on the Annual Job Credit Report exceeds 10% of the Annual Job Credit as determined by the Administrator, then the Administrator may require the Applicant to reimburse the Fund for the actual cost of the audit.

#### **12. Early Termination:**

a. The Applicant shall have the right at any time to terminate its participation in the Program by notifying the Administrator in writing of its desire to do so.

b. The Administrator shall have the right to terminate the Applicant's participation in the Program if the Applicant is in default of any of the terms and conditions of this Agreement, which default is not cured within 30 days of written notice by the Administrator.

c. In the event of a termination as described in this paragraph, the total of the Annual Job Credits as of the end of the Year immediately preceding the termination will be subtracted from the Grant Amount. This amount shall then be immediately due and payable to the Fund. Interest shall accrue at the rate of 7% per annum on any amounts not immediately paid.

d. If the Annual Job Credit determined for any Year is less than 20% of the Maximum Annual Credit, then the Administrator may require repayment of the difference between that Year's Annual Job Credit and the Maximum Annual Credit. Any balance shall be repaid to the Fund within 30 days of written demand of the Administrator, and any amount not

paid within this time period shall then carry interest at the rate of 7% per annum until paid. If the amount repaid pursuant to this subparagraph is later earned by the Applicant, then the City shall pay the amount so earned to the Applicant within 30 days of the determination by the Administrator that the amount previously repaid has been earned.

**13. Default:**

The Applicant shall be in default if any of the following happen:

- a. Failure to comply with any of the terms of this Agreement to include an assignment not permitted under this Agreement.
- b. Any warranty, representation or statement made or given to the City by the Applicant proves to have been false in any material respect when made or given.
- c. Dissolution or liquidation of the Applicant, the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant.
- d. The Applicant ceases to operate the Business, or the Applicant employs less than 10 full-time employees at any one time at the Business location in Scotts Bluff County, Nebraska.
- e. The Applicant intentionally or materially misstates the Annual Job Credit on an Annual Report. A material misstatement shall be considered to have occurred if the Annual Job Credit claimed on the Annual Report exceeds 10% of Annual Job Credit as reasonably determined by the Administrator.

**14. Assignability:**

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

**15. Confidentiality:**

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

**16. Notices:**

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

a. If to the City:

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

b. If to the Applicant:

JD Skiles, Inc.  
250109 Skyport Drive  
Scottsbluff, NE 69361  
Attention: Jerry Skiles

**17. Miscellaneous:**

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

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

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

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

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

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

[Signature Page]

City of Scottsbluff, Nebraska

JD Skiles, Inc.

By: \_\_\_\_\_  
Economic Development  
Program Administrator

By: \_\_\_\_\_  
Jerry Skiles, President