



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

Regular Meeting
June 5, 2023
6:00 PM

1. **Roll Call**
2. **Pledge of Allegiance.**
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. **Notice of changes in the agenda by the city clerk** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. **Citizens with business not scheduled on the agenda** (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. **Closed Session**
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. **Scottsbluff Youth Council**
 - a) (informational only):
8. **Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)**
 - a) Council to approve the minutes of the May 15, 2023 Regular Meeting.
 - b) Council to set a public hearing for June 19, 2023 at 6:00 p.m. to receive information about making a recommendation to the Nebraska Liquor Control Commission on a Class D Liquor License for AS 22, LLC d/b/a Route 26 Mart, 1722 E 20th St., Scottsbluff, NE.
 - c) Council to set a public hearing for June 19, 2023 at 6:00 p.m. to receive information about making a recommendation to the Nebraska Liquor Commission on a Class IK Liquor License for Sweet V's, LLC d/b/a Sweet V's, 1818 1st Ave., Scottsbluff, NE.
 - d) Council to consider and take action on claims of the City.
9. **Public Hearings:**
 - a) Council to conduct a public hearing set for this date at 6:00 p.m. to consider the creation of Paving District 314 for portions of 28th Street and Avenue K in the SE Quarter of the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M.

- b) Council to conduct a public hearing set for this date at 6:00 p.m. to consider the creation of Sanitary Sewer District 167 located North of 27th Street and West of Avenue I in the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M.
10. **Resolution & Ordinances:**
- a) Council to consider action on the first reading of the Ordinance to consider the creation of Paving District 314 for portions of 28th Street and Avenue K in the SE Quarter of the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M.
 - b) Council to consider action on the first reading of the Ordinance to consider the creation of Sanitary Sewer District 167 located North of 27th Street and West of Avenue I in the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M.
11. **Petitions, Communications, Public Input:**
- a) Council to discuss and consider action on making a recommendation to the NE Liquor Control Commission regarding an Application for Change of Location to Liquor License for Brothers 27th St. Wings & Burgers from 2621 5th Ave. to 1702 17th Ave., Scottsbluff, NE.
 - b) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission on an application for Catering Endorsement (Class K) for Powerhouse on Broadway, LLC d/b/a Powerhouse Social, 1721 Broadway, Scottsbluff, NE.
 - i) and reconsider SDL applications for June 23; 2-10 p.m. for the Robidoux Rendevous Check-in and July 27th & Aug. 3rd, 4-10 p.m. for Bands on Broadway at the 18th Street Plaza.
 - c) Council to discuss and consider action on seven Special Designated Liquor Licenses for Rosita’s Restaurant to serve beer, wine, and distilled spirits at Bands on Broadway, June 22nd, 29th, July 6th, 13th, 20th, 27th, & Aug. 3rd from 4-10 p.m. at the 18th Street Plaza.
 - d) Council to receive an update on the Creative District.
12. **Reports from Staff, Boards & Commissions:**
- a) Council to discuss and consider action on a request from Jennifer Reisig, representing the WNCC Foundation, regarding funding for the 2023 Monument Marathon to assist with marketing of the event.
 - b) Council to discuss and consider action on the Non-Exclusive License and Management Agreement for the Use of Municipal Property for Softball League between the City and Christopher R. Guzman and authorize the Mayor to sign the Agreement.
13. **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.
14. **Adjournment.**

City of Scottsbluff, Nebraska

Monday, June 5, 2023

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 5, 2023

Regular Meeting

Item Youth Cou 1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Monday, June 5, 2023

Regular Meeting

Item Consent1

Council to approve the minutes of the May 15, 2023 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on May 15, 2023 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on May 12, 2023, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on May 12, 2023. 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 in attendance and encouraged all citizens to participate in the Council meeting asking those wishing to speak to come to the microphone and state their name and who they are representing for the record. Mayor McKerrigan 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, Matt Salomon, Angela Scanlan and Betsy Vidlak. Also present were City Manager Kevin Spencer and City Attorney Kent Hadenfeldt. Absent: None.

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

Moved by Council Member Scanlan, seconded by Council Member Salomon that,

- a) The minutes of the May 1, 2023 Regular Meeting be approved,
- b) A public hearing be set for June 5, 2023 at 6:00 p.m. to consider the creation of Paving District 314 for portions of 28th Street and Avenue K in the SE Quarter of the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M.,
- c) A public hearing be set for June 5, 2023 at 6:00 p.m. to consider the creation of Sanitary Sewer District 167 located North of 27th Street & West of Avenue I in the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M.,
- d) The May 30, 2023 Meeting be canceled as two Regular Meetings have been held in the month of May,
- e) A claim from National Subrogation Services regarding a February 9, 2023 incident at 2914 19th Ave., Scottsbluff, NE be acknowledged. City Council will withdraw and take no action on the claim which has been forwarded to the City's insurance carrier,
- f) The following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated May 15, 2023 as on file with the City Clerk and submitted to the City Council "YEAS," Colwell, Salomon, Vidlak, Scanlan, and McKerrigan, "NAYS," None. Absent: N o n e .

CLAIMS

ACCELERATEDRECEIVABLESOLUTIONS,WAGEATTACHMENT,209.68;ACTIONCOMMUNICATI
ONS INC.,BATTERIES AND PADLOCKS FOR TORNADO SIREN- NORTHWO,1434.72;
ADVANCE AUTO PARTS,VEH MAINT-PD,37.5;AE SERVICES, LLC,ELECTRICAL MAINT
CLEVELAND FIELD,3924.98; AHLERS BAKING INC,DEPT SUPPL-PD,39.98;AIRGAS USA,

LLC,DEPARTMENTSUPPLIES-SAN,189.02;ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4045.53;AUTOZONE STORES, INC,ALTERNATOR - BRUSH 1,203.99; B & H INVESTMENTS, INC,DEP. SUP. -LIBRARY,357.5; BEST PLUMBING HEATING & COOLING,BLDG MAINT PARK,1726.56;BLUFFS FACILITY SOLUTIONS,DEPARTMENT SUPPLIES-REC,2621.3; BULK TRANSPORT COMPANY WEST INC,GROUND MAINT PARK,2494.62; CAPITAL BUSINESS SYSTEMSINC.,CONTRACTUALPD,143.28;CELLCOPARTNERSHIP,CELLPHONE/CONTRACTUA LSVC,245.54;CITIBANK,N.A.,INVEST SUPPL-PD,214.18; CLARK PRINTING LLC,PRGMG.,992.25; COMPUTER CONNECTION INC,CONT. SRVCS.,284;CONSOLIDATED MANAGEMENT COMPANY,SCHOOLS & CONF-PD,60;CONTRACTORS MATERIALS INC.,ST. SUPP - FIBER EXP JOINT, NOZZLES,306.02;CORE & MAIN LP,DEPT SUP,598.09;CREDIT BUREAU OF COUNCIL BLUFFS,FEE - APRIL 2023,50;DXP ENTERPRISES INC,CALIBRATION GAS - HAZMAT MONITORS,963.48;EAKES INC,DEP. SUP.,466.8; EBSCO INDUSTRIES, INC,SBSCR.,1448; ELLIOTT EQUIPMENT COMPANY INC.,VEHICLE MAINTENANCE-SAN,315.64;ENERGY LABORATORIES, INC DEPT 6250,SAMPLES,216;ESSENTIAL FUEL LLC STORE #003,VEH MAINT-PD,240;FAT BOYS TIRE AND AUTO,VEH MAINT PARK,947.99;FEDERAL EXPRESS CORPORATION,POSTAGE,408.34;FLOYD'S TRUCK CENTER SCOTTSBLUFF,VEHICLE MAINTENANCE-SAN,1584.16;FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,1510;FUN EXPRESS, LLC,PRGRMG.,285.36;GALLS PARENT HOLDINGS, LLC,UNIFORMS-PD,460;GENERAL TRAFFIC CONTROLS, INC,SUPP - PEDESTRIAN PUSHBUTTONS,4825; GI HOSPITALITY,SCHOOLS & CONF-PD,490;GREAT PLAINS UNIFORMS LLC,CIP-BODY ARMOR-SWAT,9260.16;HARGESDANIEL,SCHOOLS&CONFPD,225;HAWKINS,INC.,CHEMICALS,5108.67; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,624.77;HULLINGER GLASS & LOCKS INC.,BLDG MAINT-PD,485;HYDRO-KLEAN LLC,STRUCTURES,55053.18; IDEAL LAUNDRY AND CLEANERS, INC.,JAN. SUP.,645.98;INDEPENDENT PLUMBING AND HEATING, INC,GROUND MAINT PARK,1081.01; INGRAM LIBRARY SERVICES INC,COLL.,989.57; INLAND TRUCK PARTS & SERVICE,DOOR LATCH KIT - TOWER 1,854.93;INTERNAL REVENUE SERVICE,WITHHOLDINGS,67715.08; INT'L INST OF MUNC CLKS,MEMBERSHIP IIMC,185; INTRALINKS, INC,DELL POWEREDGE T550 - SERVER - PD,16796.47; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL SVC,193.8; JERRY STRICKER,TREE REBATE - 2 TREES,224.85; KNOW HOW LLC,DEPARTMENT SUPPLIES-SAN,3051.05;KUHLMAN, BOBBI,SCHOOLS & CONF-PD,60; LEAGUE ASSOCIATION OF RISK MANAGEMENT,WORK COMP - FINAL AUDIT FY21-22 PREM.RENEWAL,806.11;LEE BHM CORP,LEGAL PUBLISHING,1992.69; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100;LORE BRIAN & LORI,CONTRACTUAL,1400;M.C. SCHAFF & ASSOCIATES, INC,PROF SERVICES - APRIL 2023,1400; MACQUEEN EQUIPMENT INC,EQUIP MAINT,952.4;MADISON NATIONAL LIFE,INSURANCE,3502.77;MATHESON TRI-GAS INC,RENT - MACHINES,68.79;MENARDS, INC,GROUND MAINT PARK,1520.45;MIDWEST CONNECT, LLC,UB PROCESSING - APRIL 2023,4221.44;MILLER'S HEARING AID CENTERS INC,CONSULTING-PD,40;MUNIMETRIX SYSTEMS CORP,CONTRACTUAL,39.99;NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1267.1;NE DEPT OF REVENUE,LODGING TAX,394.06;NEBRASKA MACHINERY CO,DEPT SUPP PARK PLAZA,271.01;NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,42664.01; NEBRASKA RURAL RADIO ASSOCIATION,STORMWATER KNEB TVAND INTERNET PSAS APRIL,475;NEBRASKA SAFETY & FIRE EQUIPMENT INC.,ANNUAL FIRE EXTINGUISHER INSPECTION,805.95; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT PARK,647.26;OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,404.05;ONE CALL CONCEPTS, INC,CONTRACTUAL,167;PAIGE MANNING,BID DOWNTOWN GARDEN MAINTENANCE APRIL,6690; PANHANDLE COOPERATIVE ASSOCIATION,FUEL/VEHICLE MAINT,2993.12;

PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,229;PARADISE PUMPERS LLC,CONTRACTUAL,620;PAUL REED CONSTRUCTION & SUPPLY, INC,KENO,1355.25; PLATTE VALLEY BANK,HEALTH SAVING ACCT,10137.52;POWERPLAN,EQUIP MAINT,230.05; PRAISE WINDOWS INC,BLDG. MAIN.,700;PRECISION AIR,SERVER ROOM AIR CONDENSOR REPLACEMENT,498.46;PT HOSE AND BEARING,HOSE & MALE END FOR PRESSURE WASHER,223.4;QA BALANCE SERVICES INC,CONTRACTUAL SVC,110; QUADIANT LEASING USA INC,CONT. SRVCS.,594.17;QUILL CORPORATION,DEPT SUPPL-PD,447.61;REAMS SPRINKLER SUPPLY CO.,GROUND MAINT PARK,3945.57; REGION 22 EMERGENCY MGMT,REGION 22 EMERGENCY MANAGEMENT FEE,7611.32;REGIONAL CARE INC,CLAIMS,104443.04;REGIONAL WEST MEDICAL CENTER,1CC SYRINGES - MEDICAL SUPPLIES,41.71;REZPLOT SYSTEM LLC,CONTRACTUAL,520.5;RHODE ISLAND NOVELTY, INC,PRGRMG.,523.61; ROOSEVELT PUBLIC POWER DISTRICT,ELECTRIC POWER,2113.09; RUSSEL'S AUTOMOTIVE,VEH MAINT-PD,650.14; S M E C,EMPLOYEE DEDUCTION,101.15; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300;SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,413.85;SCOTTSBLUFF BODY & PAINT,VEH MAINT-PD,1394.1; SCOTTSBLUFF MOTOR CO, INC,VEH MAINT ADM,644.58;SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,858;SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,UNIFORM CLOTHING,297.46;SHAGGY BUFFALO CARWASH LLC,VEHICLE MAINT,15; SHERWIN WILLIAMS,GROUND MAINT PARK,65.89;SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL,12052.19;SIMONCONTRACTORS,CONCRETEFORSTREETREPAIR,9205.52; SOUCIEANDREW,SCHOOLS&CONF-PD,225;SOUNDSLEEPERSECURITY INC.,CONTRACTUAL-PD,14.95;STANARD & ASSOCIATES INC.,POLICE OFFICER EXAM 4/28/23,217;TACTICAL MEDICAL SOLUTIONS LLC,EQUIP MAINT-PD,375.92;TERRY D SCOTT,VEH MAINT PARK,382.78;THE PEAVEY CORP,INVEST SUPPL-PD,93.6; TORRINGTON SOD FARMS,GROUND MAINT PARK,2799;UNION BANK & TRUST,RETIREMENT,36810.95;US COMPOSTING COUNCIL,MEMBERSHIPS,475;VERIZON CONNECT FLEET USA LLC,GPS SERVICE,244.66; W & R INC,BLDG MAINT-PD,573.41;WESTERN COOPERATIVE COMPANY,GROUND MAINT PARK,2588.78;WESTERN COOPERATIVE COMPANY,GROUND MAINT PARK,1752.57; WEX BANK,DIESEL FUEL-SAN,21973.1;WHITING SIGNS,CIP-EOD TRUCK,1258;WINTER CREEK CANAL COMPANY,POST CLOSURE/WATER RIGHTS,3075;WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08;YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,837; REFUNDS; GABRIEL MARTINEZ, 79.18; LUIS LOPEZ, 3.10

City Manager Spencer presented the April 2023 Financial Report. He explained this report shows the first seven months of the year with everything in place, commenting we are in good shape cash wise, everything is looking good.

Council Member Salomon moved, seconded by Council Member Scanlan to approve the April 2023 Financial Report, "YEAS," Salomon, Vidlak, Scanlan, McKerrigan, and Colwell. "NAYS," None. Absent: None.

Mayor McKerrigan read the Proclamation naming May 14-20, 2023 as Police Week. Mr. Spencer also acknowledged Peace Officer Memorial Day on Thursday, May 18th. There will be a ceremony at the Public Safety Building to honor this event at 11:00 a.m.

Mayor McKerrigan presented a Key to the City to Gilberto and Valeria Rodriquez to honor them being named the Grand Marshall's of the Cinco De Mayo Parade. Along with presenting the Key, she also read a short biography highlighting their achievements.

Mr. Paul Bruning with Nebraska Public Power District approached Council to give a transmission line update. He started his presentation by informing them that on May 11th a final route was selected for the project. In addition, he went over and reviewed the project benefits which include, a) meeting electrical demand; b) reducing congestion; and c) further enhancing the reliability and resiliency of the system. He then introduced selected right-of-way agents and surveyors that will begin contacting landowners to obtain Right-of-Entry Agreements, which will allow the district to conduct activities on their property such as survey and mapping.

In conclusion, Mr. Bruning stated he anticipates to start building in the fall of 2024, working through the winter and in April/May of 2025 they plan on project completion.

Ms. Nicole Egan, Marketing and Promotions Director with Flyover Brewing Company, came forward to receive approval on nine special designated liquor licenses; eight for the Bands on Broadway Summer Series and one for the Robidoux Road Race check-in held on June 23rd.

Ms. Egan explained they will ID and wristband at point of sale; they will also have people located at entry and exit points to make sure no one takes alcohol out of the Plaza. In addition, all new staff have taken the Etips training.

Council Member Scanlan moved, seconded by Council Member Colwell to approve nine Special Designated Liquor Licenses for Flyover Brewing Co. to serve beer, wine & distilled spirits at Bands on Broadway, June 15th, 22nd, 29th; July 6th, 13th, 20th, 27th & Aug. 3rd 4-10 p.m. & Robidoux Check-in June 23rd; 2-10 p.m. at 18th Street Plaza, "YEAS," Scanlan, McKerrigan, Salomon, Colwell, and Vidlak. "NAYS," None. Absent: None.

Ms. Kerri Schaff, representing Powerhouse on Broadway, LLC, approached Council to get approval for eight special designated liquor licenses to serve beer, wine and distilled spirits at the Bands on Broadway Summer Series. Ms. Schaff explained they have applied for their Class K catering license from the Nebraska Liquor Control Commission, but have not received the endorsement yet. Because of this, they are asking approval for the first six SDL licenses at this time, removing the applications of July 27th and August 3rd. She further explained their plan is to set up a bar on the outside patio and serve from there. They will have people at the entry/exit gates and will ID and wristband as well, adding their management company, Hotel Equities, does all their training for them.

Council Member Scanlan made a motion to approve six Special Designated Liquor Licenses for Powerhouse on Broadway, LLC to serve beer, wine, and distilled spirits at Bands on Broadway, June 15th, 22nd, 29th, July 6th, 13th and 20th from 4-10 p.m. at the 18th Street Plaza, "YEAS," Vidlak, Colwell, McKerrigan, Salomon, and Scanlan. "NAYS," None. Absent: None.

Mr. Mark Bohl, Public Works Director, presented the bid for a new three-quarter ton truck with service body for the Water Department to Transwest Ford, LLC in the amount of \$61,115. He explained this was the only bid received and did exceed the amount budgeted of \$51,000. However, since the truck will not be delivered until next fiscal year, additional funds will be budgeted. Staff is recommending approval of the bid.

Council Member Colwell moved, seconded by Council Member Vidlak to award the bid for a new three-quarter ton truck with service body for the Water Department to Transwest Ford, LLC in the amount of \$61,115, "YEAS," McKerrigan, Scanlan, Colwell, Vidlak, and Salomon, "NAYS," None. Absent: None.

Regarding the Micro Tif application from Tom and Becky Horne for property located at 19 East 15th St, Ms. Sharaya Toof, Economic Development Director, approached Council and explained this is the first application received for this type of funding. Tom and Becky Horne want to implement the property to be Prime Fifteen Suites, adding the building and area have met the qualifications needed to be considered for Micro Tif. These qualifications include being located in a substandard and blighted area within the

corporate limits of the city for at least sixty years; involving the rehabilitation of an existing structure, being located in a county with a population of less than 100,000; and the assessed value of the property, when completed, is estimated to be no more than \$1.5M for a commercial structure.

Ms. Becky Horne came forward and explained their vision for the building which includes parking, privacy and easy location, adding, she, as well as her daughter, will house their businesses there. They will also offer professional suites to be rented out, complimenting the space with a 1920's theme.

Council Member Scanlan moved, seconded by Council Member Colwell to approve the Micro Tif application for Tom and Becky Horne for property located at 19 East 15th St., Scottsbluff, NE and authorized the Mayor to sign Resolution No. 23-05-01, "YEAS," Colwell, Salomon, Vidlak, Scanlan and McKerrigan, "NAYS," None. Absent: None.

RESOLUTION NO. 23-05-01

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

Recitals:

a. On December 7, 2020, the City Council elected, by Resolution 20-12-02, to allow expedited reviews of redevelopment plans that meet the requirements in Section 18-2155(2) of the Community Development Law (NEB. REV. STAT. § 18-2101 *et seq.*).

b. Tom and Becky Horne (the "Redevelopers") have submitted an Application for Expedited Review of Community Redevelopment Plan (the "Plan") for the *Prime Fifteen Professional Studio Suites Project* (the "Project"), dated April 21, 2023. The Redevelopers have paid the application fee for the Plan and obtained a building permit for the Project.

c. The Plan proposes to redevelop an area of the City that the City Council has declared to be blighted and substandard and in need of redevelopment. The Plan includes the use of tax increment financing.

d. The City Manager and the Economic Development Director have conducted an expedited review of the Plan, determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law, and recommended approval of the Plan.

Resolved:

1. The City Council has determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law.

2. The City Council approves the Plan and the Project.

3. The City Manager and designees and the Community Redevelopment Authority are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Plan according to Section 18-2155 of the Community Development Law.

4. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on May 15, 2023.

Mayor

ATTEST:

City Clerk (Seal)

Mr. Mark Bohl, Public Works Director, presented the Interlocal Agreements with the City of Terrytown for paint striping and street sweeping services. Mr. Bohl explained one change implemented was to have the Agreements expire in three years, to run in conjunction with the Sewer Jetting Agreement we currently have with the City of Terrytown. Another change administered with the paint striping Agreement is to bill for the paint and beads after the work is done, due to the volatility of pricing right now. He added these services are performed twice a year, with Terrytown giving us ten days advance notice before work is to be performed.

Council Member Colwell made a motion to approve the Interlocal Agreements with the City of Terrytown for paint striping and street sweeping services for terms to end December 31, 2026 and authorize the Mayor to sign the Agreements. The motion was seconded by Council Member Salomon. "YEAS," Scanlan, McKerrigan, Salomon, Colwell, and Vidlak. "NAYS," None. Absent: None.

Mr. Spencer came forward to explain the Land Lease Agreement with Verizon Wireless for their tower located at Highway 92 and County Road 19. He stated we are currently in year eight of a twenty-year Agreement where they pay us monthly. Verizon is re-evaluating all of their leases and terms with the goal to reduce payments, costs and extend terms. They want to change the amount paid to \$875.00/month with 15% increase after each 5-year term and extend the Agreement to 35 years. Mr. Spencer added he recommends the changes and if Council approves Verizon will then send an amendment to the Agreement to be voted on at the June 5th meeting.

Council Member Colwell moved, seconded by Council Member Vidlak to approve the proposed modification to the Land Lease Agreement with Verizon Wireless for their tower located at Highway 92 and County Road 19, "YEAS," Vidlak, Colwell, McKerrigan, Salomon, and Scanlan. "NAYS," None. Absent: None.

Regarding the bi-annual evaluation of the City Manager's job performance in the first year of employment, each Council Member gave a brief explanation of their thoughts on the performance evaluation of Mr. Spencer.

Council Member Salomon started by stating he sees no issues or concerns; he thinks Mr. Spencer is doing a great job.

Council Member Vidlak shared it is hard as a new Council Member to review, but she has heard positive things throughout the community. She appreciates that Mr. Spencer listens and hears what people say. She added, in the future, to communicate his transition plan between Police Chief and current position.

Council Member Colwell likes Mr. Spencer's motto of "people first". He has noticed a change in morale at city hall and with city staff. He has brought leadership and renewed trust. He has a concern with work life balance and encourages Mr. Spencer to enjoy life outside of the office.

Council Member Scanlan appreciates the smooth and harmonious atmosphere and feels everyone is moving in the same direction.

Mayor McKerrigan added Mr. Spencer does a great job managing his time with both positions. She likes how he is building strong relationships with staff and community members. She also likes that Mr. Spencer lets department heads make decisions, helping them feel empowered and responsible.

Mr. Spencer commented he appreciates Council's support and he feels he can do more helping Council prepare for meetings. He gave thanks to department heads for their help and accomplishments. He is not concerned with burn out and looks forward to good things to come.

Under Council Reports, Mr. Spencer stated there was a PADD meeting last week; they are still looking for someone to do their audit. He also commented TCD did receive the Rural Workforce funding and that is great news.

Council Member Salomon added the Zoo is finishing the final touches for the June inspection, with Gering High School delivering the bed for the bears. The Discovery Center is going to be remodeled and they are seeing lots of schools visiting the Zoo.

Council Member Scanlan reported she and Sharaya Toof graduated from Leadership Scottsbluff.

Council Member Colwell moved, seconded by Council Member Vidlak to adjourn the meeting at 6:58 p.m., "YEAS," Colwell, Salomon, Vidlak, Scanlan, and McKerrigan. "NAYS," None. Absent: None.

Mayor

Attest:

City Clerk

"SEAL"

City of Scottsbluff, Nebraska

Monday, June 5, 2023

Regular Meeting

Item Consent2

Council to set a public hearing for June 19, 2023 at 6:00 p.m. to receive information about making a recommendation to the Nebraska Liquor Control Commission on a Class D Liquor License for AS 22, LLC d/b/a Route 26 Mart, 1722 E 20th St., Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, June 5, 2023

Regular Meeting

Item Consent3

Council to set a public hearing for June 19, 2023 at 6:00 p.m. to receive information about making a recommendation to the Nebraska Liquor Commission on a Class IK Liquor License for Sweet V's, LLC d/b/a Sweet V's, 1818 1st Ave., Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, June 5, 2023

Regular Meeting

Item Consent4

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 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	209.68
		209.68
Fund 713 - CASH & INVESTMENT POOL Total:		209.68
Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:		209.68
Vendor: 08144 - AE SERVICES, LLC		
Fund: 111 - GENERAL		
ELECTRICAL PARKS	ELECTRICAL MAINTENANCE	1,079.40
		1,079.40
Fund 111 - GENERAL Total:		1,079.40
Vendor 08144 - AE SERVICES, LLC Total:		1,079.40
Vendor: 07593 - AIRPORT DEVELOPMENT,LLC		
Fund: 321 - CRA		
TIF 4/30/23 AIRPORT REDEV	TIF PASS THRU - PRINCIPAL	3,231.22
TIF 4/30/23 AIRPORT REDEV	TIF PASS THRU - INTEREST	4,934.86
		8,166.08
Fund 321 - CRA Total:		8,166.08
Vendor 07593 - AIRPORT DEVELOPMENT,LLC Total:		8,166.08
Vendor: 10212 - AKAJRV 314, LLC		
Fund: 321 - CRA		
TIF 4/30/23 AULICK REDEV	TIF PASS THRU - INTEREST	23,504.87
		23,504.87
Fund 321 - CRA Total:		23,504.87
Vendor 10212 - AKAJRV 314, LLC Total:		23,504.87
Vendor: 09492 - ALTEC INDUSTRIES INC		
Fund: 212 - STREETS		
CHECK & REPAIR UNIT TOOL C...	VEHICLE MAINTENANCE	111.25
		111.25
Fund 212 - STREETS Total:		111.25
Vendor 09492 - ALTEC INDUSTRIES INC Total:		111.25
Vendor: 10169 - AMERICAN LEGAL PUBLISHING CORPORATION		
Fund: 111 - GENERAL		
2023 S-2 SUPPLEMENT PAGES...	CONTRACTUAL SERVICES	3,172.96
		3,172.96
Fund 111 - GENERAL Total:		3,172.96
Fund: 661 - STORMWATER		
2023 S-2 SUPPLEMENT PAGES...	DEPARTMENT SUPPLIES	235.00
		235.00
Fund 661 - STORMWATER Total:		235.00
Vendor 10169 - AMERICAN LEGAL PUBLISHING CORPORATION Total:		3,407.96
Vendor: 00295 - B & H INVESTMENTS, INC		
Fund: 111 - GENERAL		
Dep. Sup. -LIBRARY	DEPARTMENT SUPPLIES	72.50
Dep. Sup. -LIBRARY	DEPARTMENT SUPPLIES	59.00
DEPT SUPP	DEPARTMENT SUPPLIES	43.00
		174.50
Fund 111 - GENERAL Total:		174.50
Fund: 212 - STREETS		
SUPP - WATER	DEPARTMENT SUPPLIES	33.50
		33.50
Fund 212 - STREETS Total:		33.50
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	24.00
Contractual Services-SAN	CONTRACTUAL SERVICES	25.26
Department Supplies-SAN	DEPARTMENT SUPPLIES	43.00
Department Supplies-SAN	DEPARTMENT SUPPLIES	43.00
DEPT SUP	DEPARTMENT SUPPLIES	12.00

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
DEPT SUP	DEPARTMENT SUPPLIES	7.25
Contractual Services-SAN	CONTRACTUAL SERVICES	26.00
		Fund 621 - ENVIRONMENTAL SERVICES Total: 180.51
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	12.00
DEPT SUP	DEPARTMENT SUPPLIES	7.25
		Fund 631 - WASTEWATER Total: 19.25
		Vendor 00295 - B & H INVESTMENTS, INC Total: 407.76
Vendor: 10311 - BEST PLUMBING HEATING & COOLING		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	313.00
		Fund 111 - GENERAL Total: 313.00
		Vendor 10311 - BEST PLUMBING HEATING & COOLING Total: 313.00
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	185.53
Monthly Energy Bill	HEATING FUEL	88.43
Monthly Energy Bill	HEATING FUEL	88.42
Monthly Energy Bill	HEATING FUEL	45.16
Monthly Energy Bill	HEATING FUEL	107.95
Monthly Energy Bill	HEATING FUEL	192.48
Monthly Energy Bill	HEATING FUEL	38.60
Monthly Energy Bill	HEATING FUEL	81.71
		Fund 111 - GENERAL Total: 828.28
Fund: 212 - STREETS		
Monthly Energy Bill	HEATING FUEL	397.52
		Fund 212 - STREETS Total: 397.52
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	154.85
		Fund 621 - ENVIRONMENTAL SERVICES Total: 154.85
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	154.40
		Fund 641 - WATER Total: 154.40
		Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total: 1,535.05
Vendor: 10426 - BLOSSOM SHOP		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	140.00
		Fund 111 - GENERAL Total: 140.00
		Vendor 10426 - BLOSSOM SHOP Total: 140.00
Vendor: 09909 - BLUFFS PHYSICAL THERAPY, LLC		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	85.00
		Fund 111 - GENERAL Total: 85.00
		Vendor 09909 - BLUFFS PHYSICAL THERAPY, LLC Total: 85.00
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	189.89
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	105.58
CONTRACTUAL-PD	CONTRACTUAL SERVICES	80.34
		Fund 111 - GENERAL Total: 375.81
Fund: 212 - STREETS		
COPIER SERVICE	CONTRACTUAL SERVICES	30.90
		Fund 212 - STREETS Total: 30.90
		Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total: 406.71

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
IPADS, GRIDSMART, CELL PH...	DEPARTMENT SUPPLIES	42.75
IPADS, GRIDSMART, CELL PH...	PHONE & INTERNET	20.04
MAY CELLULAR DATA	CELLULAR PHONE	272.40
CELL PHONES-PD	PHONE & INTERNET	1,469.64
	Fund 111 - GENERAL Total:	1,804.83
Fund: 212 - STREETS		
IPADS, GRIDSMART, CELL PH...	PHONE & INTERNET	693.59
	Fund 212 - STREETS Total:	693.59
Fund: 621 - ENVIRONMENTAL SERVICES		
IPADS, GRIDSMART, CELL PH...	PHONE & INTERNET	80.16
	Fund 621 - ENVIRONMENTAL SERVICES Total:	80.16
Fund: 631 - WASTEWATER		
IPADS, GRIDSMART, CELL PH...	PHONE & INTERNET	30.06
	Fund 631 - WASTEWATER Total:	30.06
Fund: 641 - WATER		
IPADS, GRIDSMART, CELL PH...	PHONE & INTERNET	30.06
	Fund 641 - WATER Total:	30.06
Fund: 721 - GIS SERVICES		
IPADS, GRIDSMART, CELL PH...	PHONE & INTERNET	10.02
	Fund 721 - GIS SERVICES Total:	10.02
	Vendor 07911 - CELLCO PARTNERSHIP Total:	2,648.72
Vendor: 03785 - CENTRAL STATES WIRE PRODUCTS INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	2,820.00
	Fund 621 - ENVIRONMENTAL SERVICES Total:	2,820.00
	Vendor 03785 - CENTRAL STATES WIRE PRODUCTS INC. Total:	2,820.00
Vendor: 07376 - CHRIS BURBACH		
Fund: 111 - GENERAL		
EXPENSE - TYLER CONNECT C...	SCHOOL & CONFERENCE	1,799.90
	Fund 111 - GENERAL Total:	1,799.90
	Vendor 07376 - CHRIS BURBACH Total:	1,799.90
Vendor: 02396 - CITIBANK N.A.		
Fund: 212 - STREETS		
MAILING - POSTAGE	POSTAGE	22.12
	Fund 212 - STREETS Total:	22.12
Fund: 224 - ECONOMIC DEVELOPMENT		
DEPT SUPP ED	DEPARTMENT SUPPLIES	34.99
	Fund 224 - ECONOMIC DEVELOPMENT Total:	34.99
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	139.94
Department Supplies-SAN	DEPARTMENT SUPPLIES	30.27
	Fund 621 - ENVIRONMENTAL SERVICES Total:	170.21
Fund: 721 - GIS SERVICES		
Stylus Gel Pens	DEPARTMENT SUPPLIES	16.39
	Fund 721 - GIS SERVICES Total:	16.39
	Vendor 02396 - CITIBANK N.A. Total:	243.71
Vendor: 05859 - CITIBANK, N.A.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	90.94
DEPT SUPP PARK	DEPARTMENT SUPPLIES	32.30
GROUND MAINT PARK	GROUNDS MAINTENANCE	71.00
GROUND MAINT PARK	GROUNDS MAINTENANCE	150.00

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
GROUND MAINT PARK RENTAL..	GROUNDS MAINTENANCE	-150.00
	Fund 111 - GENERAL Total:	<u>194.24</u>
	Vendor 05859 - CITIBANK, N.A. Total:	<u>194.24</u>
Vendor: 00484 - CITY OF GERING		
Fund: 621 - ENVIRONMENTAL SERVICES		
Disposal Fees-SAN	DISPOSAL FEES	64,944.62
	Fund 621 - ENVIRONMENTAL SERVICES Total:	<u>64,944.62</u>
	Vendor 00484 - CITY OF GERING Total:	<u>64,944.62</u>
Vendor: 00367 - CITY OF SCB		
Fund: 111 - GENERAL		
LEGAL FEES/DEPT SUPPL-PD	DEPARTMENT SUPPLIES	140.24
LEGAL FEES/DEPT SUPPL-PD	LEGAL FEES	14.00
PETTY CASH	DEPARTMENT SUPPLIES	20.00
	Fund 111 - GENERAL Total:	<u>174.24</u>
	Vendor 00367 - CITY OF SCB Total:	<u>174.24</u>
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY		
Fund: 713 - CASH & INVESTMENT POOL		
INSURANCE	LIFE INS EE PAYABLE	22.75
	Fund 713 - CASH & INVESTMENT POOL Total:	<u>22.75</u>
	Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:	<u>22.75</u>
Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	92.50
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	93.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	103.75
	Fund 111 - GENERAL Total:	<u>289.25</u>
	Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:	<u>289.25</u>
Vendor: 00267 - CONTRACTORS MATERIALS INC.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	17.64
	Fund 111 - GENERAL Total:	<u>17.64</u>
Fund: 212 - STREETS		
RED INVERTED PAINT	DEPARTMENT SUPPLIES	26.85
	Fund 212 - STREETS Total:	<u>26.85</u>
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	396.16
	Fund 641 - WATER Total:	<u>396.16</u>
Fund: 661 - STORMWATER		
Silt socks for Transportation w...	DEPARTMENT SUPPLIES	441.00
	Fund 661 - STORMWATER Total:	<u>441.00</u>
	Vendor 00267 - CONTRACTORS MATERIALS INC. Total:	<u>881.65</u>
Vendor: 09824 - CORE & MAIN LP		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	861.39
DEPT SUP	DEPARTMENT SUPPLIES	887.62
DEPT SUP	DEPARTMENT SUPPLIES	3,818.26
DEPT SUP	DEPARTMENT SUPPLIES	4,611.15
	Fund 641 - WATER Total:	<u>10,178.42</u>
	Vendor 09824 - CORE & MAIN LP Total:	<u>10,178.42</u>
Vendor: 10354 - CORNERSTONE BANK		
Fund: 321 - CRA		
TIF 4/30/23 26 GROUP FUEL S...	TIF PASS THRU - INTEREST	29,169.61
	Fund 321 - CRA Total:	<u>29,169.61</u>
	Vendor 10354 - CORNERSTONE BANK Total:	<u>29,169.61</u>

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	303.68
	Fund 631 - WASTEWATER Total:	303.68
	Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:	303.68
Vendor: 09767 - CROELL INC		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	494.88
DEPT SUP	DEPARTMENT SUPPLIES	498.35
DEPT SUP	DEPARTMENT SUPPLIES	293.72
	Fund 641 - WATER Total:	1,286.95
	Vendor 09767 - CROELL INC Total:	1,286.95
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE		
Fund: 111 - GENERAL		
Monthly Long Distance	PHONE & INTERNET	3.59
Monthly Long Distance	PHONE & INTERNET	0.94
Monthly Long Distance	PHONE & INTERNET	1.25
Monthly Long Distance	PHONE & INTERNET	0.61
Monthly Long Distance	PHONE & INTERNET	2.92
Monthly Long Distance	PHONE & INTERNET	3.39
Monthly Long Distance	PHONE & INTERNET	22.42
Monthly Long Distance	PHONE & INTERNET	6.33
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	2.35
	Fund 111 - GENERAL Total:	46.15
Fund: 212 - STREETS		
Monthly Long Distance	PHONE & INTERNET	6.62
	Fund 212 - STREETS Total:	6.62
Fund: 213 - CEMETERY		
Monthly Long Distance	PHONE & INTERNET	1.19
	Fund 213 - CEMETERY Total:	1.19
Fund: 224 - ECONOMIC DEVELOPMENT		
Monthly Long Distance	PHONE & INTERNET	0.47
	Fund 224 - ECONOMIC DEVELOPMENT Total:	0.47
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Long Distance	PHONE & INTERNET	1.89
	Fund 621 - ENVIRONMENTAL SERVICES Total:	1.89
Fund: 631 - WASTEWATER		
Monthly Long Distance	PHONE & INTERNET	2.00
	Fund 631 - WASTEWATER Total:	2.00
Fund: 641 - WATER		
Monthly Long Distance	PHONE & INTERNET	1.94
	Fund 641 - WATER Total:	1.94
Fund: 661 - STORMWATER		
Monthly Long Distance	PHONE & INTERNET	3.32
	Fund 661 - STORMWATER Total:	3.32
Fund: 721 - GIS SERVICES		
Monthly Long Distance	PHONE & INTERNET	0.47
	Fund 721 - GIS SERVICES Total:	0.47
	Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:	64.05
Vendor: 10369 - DATA443 RISK MITIGATION INC		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	597.31
	Fund 111 - GENERAL Total:	597.31
	Vendor 10369 - DATA443 RISK MITIGATION INC Total:	597.31

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
Vendor: 10279 - EAKES INC		
Fund: 721 - GIS SERVICES		
Stylus Gel Pens	DEPARTMENT SUPPLIES	21.56
		Fund 721 - GIS SERVICES Total: 21.56
		Vendor 10279 - EAKES INC Total: 21.56
Vendor: 09345 - ELIZABETH LOUTZENHISER		
Fund: 111 - GENERAL		
EXPENSE-TYLER CONNECT CO...	SCHOOL & CONFERENCE	1,894.98
		Fund 111 - GENERAL Total: 1,894.98
		Vendor 09345 - ELIZABETH LOUTZENHISER Total: 1,894.98
Vendor: 09479 - ENGINEERED EQUIPMENT SOLUTIONS INC		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	21,232.45
		Fund 631 - WASTEWATER Total: 21,232.45
		Vendor 09479 - ENGINEERED EQUIPMENT SOLUTIONS INC Total: 21,232.45
Vendor: 04918 - ENVIRONMENTAL RESOURCE ASSOCIATES		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	1,292.79
		Fund 631 - WASTEWATER Total: 1,292.79
		Vendor 04918 - ENVIRONMENTAL RESOURCE ASSOCIATES Total: 1,292.79
Vendor: 09927 - FARMERS STATE BANK		
Fund: 321 - CRA		
TIF 4/30/23 ELITE HEALTH RE...	TIF PASS THRU - PRINCIPAL	53,502.14
TIF 4/30/23 ELITE HEALTH RE...	TIF PASS THRU - INTEREST	36,012.32
		Fund 321 - CRA Total: 89,514.46
		Vendor 09927 - FARMERS STATE BANK Total: 89,514.46
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	33.22
		Fund 641 - WATER Total: 33.22
		Vendor 00548 - FEDERAL EXPRESS CORPORATION Total: 33.22
Vendor: 10347 - FIRST NATIONAL BANK OF OMAHA		
Fund: 321 - CRA		
TIF 4/30/23 REGANIS REDEV	TIF PASS THRU - PRINCIPAL	9,376.95
TIF 4/30/23 REGANIS REDEV	TIF PASS THRU - INTEREST	10,889.49
		Fund 321 - CRA Total: 20,266.44
		Vendor 10347 - FIRST NATIONAL BANK OF OMAHA Total: 20,266.44
Vendor: 10436 - FIRST STATE BANK - GOTHENBURG		
Fund: 321 - CRA		
TIF 4/30/23 YOLO PROPERTIES...	TIF PASS THRU - INTEREST	2,233.97
		Fund 321 - CRA Total: 2,233.97
		Vendor 10436 - FIRST STATE BANK - GOTHENBURG Total: 2,233.97
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
		Fund 111 - GENERAL Total: 1,780.00
		Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total: 1,780.00
Vendor: 05600 - GALLS PARENT HOLDINGS, LLC		
Fund: 111 - GENERAL		
UNIFORMS/EQUIP MAINT-PD	UNIFORMS & CLOTHING	549.98
UNIFORMS/EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	1,126.30
		Fund 111 - GENERAL Total: 1,676.28
		Vendor 05600 - GALLS PARENT HOLDINGS, LLC Total: 1,676.28
Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC		
Fund: 212 - STREETS		
TRAFFIC SIGNAL CONTROLLER,...ELECTRICAL MAINTENANCE		6,610.00
		Fund 212 - STREETS Total: 6,610.00
		Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total: 6,610.00
Vendor: 10330 - GERING MULITPURPOSE SENIOR CENTER		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	1,000.00
		Fund 111 - GENERAL Total: 1,000.00
		Vendor 10330 - GERING MULITPURPOSE SENIOR CENTER Total: 1,000.00
Vendor: 09469 - GI HOSPITALITY		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	490.00
		Fund 111 - GENERAL Total: 490.00
		Vendor 09469 - GI HOSPITALITY Total: 490.00
Vendor: 09610 - GRAY TELEVISION GROUP INC		
Fund: 661 - STORMWATER		
Tri-City Stormwater NBC Nebr...	CONTRACTUAL SERVICES	200.00
Tri-City Stormwater NBC Nebr...	CONTRACTUAL SERVICES	500.00
Tri-City Stormwater NBC Nebr...	CONTRACTUAL SERVICES	1,095.00
		Fund 661 - STORMWATER Total: 1,795.00
		Vendor 09610 - GRAY TELEVISION GROUP INC Total: 1,795.00
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	2,702.22
CHEMICALS	CHEMICALS	1,843.82
		Fund 641 - WATER Total: 4,546.04
		Vendor 04371 - HAWKINS, INC. Total: 4,546.04
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	1,935.26
		Fund 641 - WATER Total: 1,935.26
		Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total: 1,935.26
Vendor: 00609 - HENNINGS CONSTRUCTION, INC.		
Fund: 661 - STORMWATER		
WESTERN SUGAR IRR. LATERAL	STRUCTURES	38,940.28
		Fund 661 - STORMWATER Total: 38,940.28
		Vendor 00609 - HENNINGS CONSTRUCTION, INC. Total: 38,940.28
Vendor: 05667 - HOA SOLUTIONS, INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	1,902.90
		Fund 631 - WASTEWATER Total: 1,902.90
		Vendor 05667 - HOA SOLUTIONS, INC Total: 1,902.90

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
Vendor: 09305 - HONEY WAGON EXPRESS		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	225.00
CONTRACTUAL PARK	CONTRACTUAL SERVICES	225.00
		Fund 111 - GENERAL Total: 450.00
		Vendor 09305 - HONEY WAGON EXPRESS Total: 450.00
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	222.00
		Fund 111 - GENERAL Total: 222.00
		Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total: 222.00
Vendor: 08793 - HYDRONIC WATER MANAGEMENT		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	450.00
		Fund 111 - GENERAL Total: 450.00
		Vendor 08793 - HYDRONIC WATER MANAGEMENT Total: 450.00
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	30.26
		Fund 631 - WASTEWATER Total: 30.26
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	30.26
		Fund 641 - WATER Total: 30.26
		Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total: 60.52
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	47.32
GROUND MAINT PARK	GROUNDS MAINTENANCE	25.50
GROUND MAINT PARK	GROUNDS MAINTENANCE	78.40
GROUND MAINT PARK	GROUNDS MAINTENANCE	72.00
GROUND MAINT PARK	GROUNDS MAINTENANCE	12.05
GROUND MAINT PARK	GROUNDS MAINTENANCE	20.90
BLDG MAINT PARK	BUILDING MAINTENANCE	1,332.39
BLDG MAINT PARK	BUILDING MAINTENANCE	175.00
GROUND MAINT PARK	GROUNDS MAINTENANCE	12.36
BLDG MAINT PARK	BUILDING MAINTENANCE	72.81
		Fund 111 - GENERAL Total: 1,848.73
		Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total: 1,848.73
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	543.16
Coll.	COLLECTIONS	219.66
Coll.	COLLECTIONS	52.92
		Fund 111 - GENERAL Total: 815.74
		Vendor 09291 - INGRAM LIBRARY SERVICES INC Total: 815.74
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,381.38
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,381.38
WITHHOLDINGS	FICA W/H EE PAYABLE	16,382.55
WITHHOLDINGS	FICA W/H EE PAYABLE	16,382.55
WITHHOLDINGS	FED W/H EE PAYABLE	26,846.89
		Fund 713 - CASH & INVESTMENT POOL Total: 68,374.75
		Vendor 08154 - INTERNAL REVENUE SERVICE Total: 68,374.75

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
DATTO ALTO - MAY 2023 ADM... CONTRACTUAL SERVICES		2,298.00
	Fund 111 - GENERAL Total:	2,298.00
Fund: 641 - WATER		
DATTO ALTO - MAY 2023 ADM... CONTRACTUAL SERVICES		119.00
	Fund 641 - WATER Total:	119.00
	Vendor 08525 - INTRALINKS, INC Total:	2,417.00
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC		
Fund: 111 - GENERAL		
Internet-REC	PHONE & INTERNET	25.20
	Fund 111 - GENERAL Total:	25.20
	Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:	25.20
Vendor: 00192 - J G ELLIOTT CO.INC.		
Fund: 111 - GENERAL		
NOTARY BLANKET E & O REN...	DEPARTMENT SUPPLIES	48.75
NOTARY BLANKET E & O REN...	BONDING	16.25
NOTARY BLANKET E & O REN...	BONDING	16.25
NOTARY BLANKET E & O REN...	BONDING	308.75
	Fund 111 - GENERAL Total:	390.00
Fund: 213 - CEMETERY		
NOTARY BLANKET E & O REN...	BONDING	16.25
	Fund 213 - CEMETERY Total:	16.25
	Vendor 00192 - J G ELLIOTT CO.INC. Total:	406.25
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
Department Supplies-REC	DEPARTMENT SUPPLIES	14.99
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	32.99
	Fund 111 - GENERAL Total:	47.98
Fund: 212 - STREETS		
SUPP - NITRILE GLOVES	DEPARTMENT SUPPLIES	24.99
	Fund 212 - STREETS Total:	24.99
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	53.48
	Fund 213 - CEMETERY Total:	53.48
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	63.94
	Fund 631 - WASTEWATER Total:	63.94
Fund: 641 - WATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	256.79
	Fund 641 - WATER Total:	256.79
	Vendor 06131 - JOHN DEERE FINANCIAL Total:	447.18
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	19.86
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	11.48
DEPT SUPP PARK	DEPARTMENT SUPPLIES	78.94
DEPT SUPP PARK	DEPARTMENT SUPPLIES	47.96
DEPT SUPP PARK	DEPARTMENT SUPPLIES	37.95
DEPT SUPP PARK	DEPARTMENT SUPPLIES	95.93
DEPT SUPP PARK	DEPARTMENT SUPPLIES	-5.00
DEPT SUPP PARK	DEPARTMENT SUPPLIES	4.08
	Fund 111 - GENERAL Total:	291.20

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
Fund: 213 - CEMETERY		
ELECTRICAL MAINT CEM	ELECTRICAL MAINTENANCE	386.99
		Fund 213 - CEMETERY Total:
		386.99
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	200.44
		Fund 641 - WATER Total:
		200.44
		Vendor 08067 - JOHN DEERE FINANCIAL Total:
		878.63
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	579.68
		Fund 111 - GENERAL Total:
		579.68
Fund: 213 - CEMETERY		
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	22.95
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	294.62
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	28.17
		Fund 213 - CEMETERY Total:
		345.74
		Vendor 09474 - JOHN DEERE FINANCIAL Total:
		925.42
Vendor: 09872 - KRIZ DAVIS		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	63.60
		Fund 641 - WATER Total:
		63.60
		Vendor 09872 - KRIZ DAVIS Total:
		63.60
Vendor: 10321 - LAW ENFORCEMENT RISK MANAGEMENT GROUP INC		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	-425.00
		Fund 111 - GENERAL Total:
		-425.00
		Vendor 10321 - LAW ENFORCEMENT RISK MANAGEMENT GROUP INC Total:
		-425.00
Vendor: 03941 - LAWSON PRODUCTS, INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	23.63
		Fund 111 - GENERAL Total:
		23.63
		Vendor 03941 - LAWSON PRODUCTS, INC Total:
		23.63
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT		
Fund: 111 - GENERAL		
ENDORS.#19 LIGHTS-23 CLUB	PROP & EQUIP INSURANCE	626.44
		Fund 111 - GENERAL Total:
		626.44
Fund: 621 - ENVIRONMENTAL SERVICES		
ENDORS.#18 2007 FREIGHTLI...	VEHICLE INSURANCE	-639.20
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		-639.20
		Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:
		-12.76
Vendor: 10228 - LORE BRIAN & LORI		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	1,400.00
		Fund 111 - GENERAL Total:
		1,400.00
		Vendor 10228 - LORE BRIAN & LORI Total:
		1,400.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 111 - GENERAL		
18TH ST. PLAZA IMPROV.	STRUCTURES	18,161.64
23 CLUB LIGHTING PROJECT	STRUCTURES	7,503.00
		Fund 111 - GENERAL Total:
		25,664.64
Fund: 212 - STREETS		
20TH STREET M&O	STREET PROJECTS	11,754.00
		Fund 212 - STREETS Total:
		11,754.00

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
Fund: 661 - STORMWATER		
WESTERN SUGAR IRRIG.LATE...	STRUCTURES	5,250.00
		Fund 661 - STORMWATER Total:
		5,250.00
		Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:
		42,668.64
Vendor: 09760 - MACQUEEN EQUIPMENT INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	221.09
		Fund 631 - WASTEWATER Total:
		221.09
		Vendor 09760 - MACQUEEN EQUIPMENT INC Total:
		221.09
Vendor: 10410 - MARK CHRISMAN TRUCKING INC		
Fund: 111 - GENERAL		
18TH ST PLAZA IMPROV.	STRUCTURES	43,603.45
		Fund 111 - GENERAL Total:
		43,603.45
		Vendor 10410 - MARK CHRISMAN TRUCKING INC Total:
		43,603.45
Vendor: 10462 - MARSH FAMILY PAINTING		
Fund: 111 - GENERAL		
18TH ST. PLAZA IMPROV.	STRUCTURES	1,500.00
		Fund 111 - GENERAL Total:
		1,500.00
		Vendor 10462 - MARSH FAMILY PAINTING Total:
		1,500.00
Vendor: 08317 - MATHESON TRI-GAS INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	120.36
		Fund 111 - GENERAL Total:
		120.36
		Vendor 08317 - MATHESON TRI-GAS INC Total:
		120.36
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	25.97
DEPT SUPP PARK	DEPARTMENT SUPPLIES	79.88
DEPT SUPP PARK	DEPARTMENT SUPPLIES	59.80
DEPT SUPP PARK	DEPARTMENT SUPPLIES	10.83
DEPT SUPP PARK	DEPARTMENT SUPPLIES	13.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	34.37
DEPT SUPP PARK	DEPARTMENT SUPPLIES	33.32
DEPT SUPP PARK	DEPARTMENT SUPPLIES	32.57
DEPT SUPP PARK	DEPARTMENT SUPPLIES	145.95
DEPT SUPP PARK	DEPARTMENT SUPPLIES	6.28
CHAINSAW BAR AND CHAIN, 2...	DEPARTMENT SUPPLIES	53.44
DEPT SUPP PARK	DEPARTMENT SUPPLIES	49.65
BLDG MAINT PARK	BUILDING MAINTENANCE	59.98
Department Supplies-REC	DEPARTMENT SUPPLIES	32.88
Bldg. Main.	BUILDING MAINTENANCE	52.92
DEPT SUPP PARK	DEPARTMENT SUPPLIES	36.67
		Fund 111 - GENERAL Total:
		728.50
Fund: 212 - STREETS		
SUPP - BLADES, BLACK SPRAY	DEPARTMENT SUPPLIES	21.43
SUPP - PLASTIC BONDER	DEPARTMENT SUPPLIES	7.46
SUPP - SCREWDRIVER & BON...	DEPARTMENT SUPPLIES	12.44
SUPP - USB PLUG IN	DEPARTMENT SUPPLIES	7.49
		Fund 212 - STREETS Total:
		48.82
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	246.40
DEPT SUPP CEM	DEPARTMENT SUPPLIES	135.06
DEPT SUPP CEM	DEPARTMENT SUPPLIES	38.87
DEPT SUPP CEM	DEPARTMENT SUPPLIES	44.80
		Fund 213 - CEMETERY Total:
		465.13

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	8.94
Department Supplies-SAN	DEPARTMENT SUPPLIES	29.99
Department Supplies-SAN	DEPARTMENT SUPPLIES	100.83
Department Supplies-SAN	DEPARTMENT SUPPLIES	49.44
DEPT SUP	DEPARTMENT SUPPLIES	26.09
Building Maintenance-SAN	BUILDING MAINTENANCE	19.99
Department Supplies-SAN	DEPARTMENT SUPPLIES	220.96
Fund 621 - ENVIRONMENTAL SERVICES Total:		456.24
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	26.10
EQUIP MAINT	EQUIPMENT MAINTENANCE	93.77
DEPT SUP	DEPARTMENT SUPPLIES	55.93
Fund 631 - WASTEWATER Total:		175.80
Vendor 07628 - MENARDS, INC Total:		1,874.49
Vendor: 10460 - MUSCO CORPORATION		
Fund: 111 - GENERAL		
LIGHTING MATERIALS - 23 CL... STRUCTURES		373,000.00
Fund 111 - GENERAL Total:		373,000.00
Vendor 10460 - MUSCO CORPORATION Total:		373,000.00
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,267.10
Fund 713 - CASH & INVESTMENT POOL Total:		1,267.10
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		1,267.10
Vendor: 00942 - NE DEPT OF ENVIRONMENTAL QUALITY		
Fund: 631 - WASTEWATER		
LOAN PAYMENT	ADMIN COSTS & FEES	119.69
LOAN PAYMENT	DEBT SERVICE-PRINCIPAL	23,937.95
LOAN PAYMENT	DEBT SERVICE-INTEREST	359.07
Fund 631 - WASTEWATER Total:		24,416.71
Vendor 00942 - NE DEPT OF ENVIRONMENTAL QUALITY Total:		24,416.71
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 111 - GENERAL		
TAX	SALES TAX PAYABLE	977.00
Fund 111 - GENERAL Total:		977.00
Fund: 621 - ENVIRONMENTAL SERVICES		
TAX	SALES TAX PAYABLE	63.37
Fund 621 - ENVIRONMENTAL SERVICES Total:		63.37
Fund: 631 - WASTEWATER		
TAX	SALES TAX PAYABLE	14,440.36
Fund 631 - WASTEWATER Total:		14,440.36
Fund: 641 - WATER		
TAX	SALES TAX PAYABLE	2,511.29
Fund 641 - WATER Total:		2,511.29
Fund: 661 - STORMWATER		
TAX	SALES TAX PAYABLE	892.80
Fund 661 - STORMWATER Total:		892.80
Vendor 00797 - NE DEPT OF REVENUE Total:		18,884.82
Vendor: 00402 - NEBRASKA MACHINERY CO		
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIP MAINT	EQUIPMENT MAINTENANCE	1,521.83
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,521.83

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	1,521.83
		Fund 631 - WASTEWATER Total: 1,521.83
		Vendor 00402 - NEBRASKA MACHINERY CO Total: 3,043.66
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 631 - WASTEWATER		
ELECTRICITY	ELECTRIC POWER	12,108.14
ELECTRICITY	ELECTRIC POWER	154.37
		Fund 631 - WASTEWATER Total: 12,262.51
Fund: 641 - WATER		
ELECTRICITY	ELECTRIC POWER	3,329.62
ELECTRICITY	ELECTRIC POWER	2,540.01
		Fund 641 - WATER Total: 5,869.63
		Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total: 18,132.14
Vendor: 09737 - NEDA		
Fund: 224 - ECONOMIC DEVELOPMENT		
MEMBERSHIP SHARAYA	MEMBERSHIPS	200.00
		Fund 224 - ECONOMIC DEVELOPMENT Total: 200.00
		Vendor 09737 - NEDA Total: 200.00
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF		
Fund: 111 - GENERAL		
GRUND MAINT PARK	GROUNDS MAINTENANCE	85.62
GROUND MAINT PARK	GROUNDS MAINTENANCE	32.69
GROUND MAINT PARK	GROUNDS MAINTENANCE	15.09
GROUND MAINT PARK	GROUNDS MAINTENANCE	58.05
GROUND MAINT PARK	GROUNDS MAINTENANCE	54.65
GROUND MAINT PARK	GROUNDS MAINTENANCE	111.28
GROUND MAINT PARK	GROUNDS MAINTENANCE	124.46
		Fund 111 - GENERAL Total: 481.84
		Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total: 481.84
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC		
Fund: 111 - GENERAL		
Building Maintenance-REC	BUILDING MAINTENANCE	64.00
Building Maintenance-REC	BUILDING MAINTENANCE	313.00
		Fund 111 - GENERAL Total: 377.00
		Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total: 377.00
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	215.00
		Fund 631 - WASTEWATER Total: 215.00
Fund: 641 - WATER		
SAMPLES	SAMPLES	100.00
SAMPLES	SAMPLES	100.00
SAMPLES	SAMPLES	100.00
		Fund 641 - WATER Total: 300.00
		Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total: 515.00
Vendor: 00314 - PANHANDLE GEOTECHNICAL & ENVIRONMENTAL INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	564.50
		Fund 621 - ENVIRONMENTAL SERVICES Total: 564.50
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	564.50
		Fund 631 - WASTEWATER Total: 564.50
		Vendor 00314 - PANHANDLE GEOTECHNICAL & ENVIRONMENTAL INC Total: 1,129.00

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
Vendor: 00017 - PANHANDLE HUMANE SOCIETY		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	5,656.07
		Fund 111 - GENERAL Total:
		5,656.07
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:		
5,656.07		
Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	2,293.50
GROUND MAINT PARK	GROUNDS MAINTENANCE	260.63
BLDG MAINT-PD	BUILDING MAINTENANCE	104.25
BLDG MAINT-PD	BUILDING MAINTENANCE	104.25
BLDG MAINT-PD	BUILDING MAINTENANCE	26.07
BLDG MAINT-PD	BUILDING MAINTENANCE	26.06
		Fund 111 - GENERAL Total:
		2,814.76
Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total:		
2,814.76		
Vendor: 09119 - PEACEFUL PRAIRIE NURSERY, INC		
Fund: 223 - KENO		
KENO	DEPARTMENT SUPPLIES	99.14
		Fund 223 - KENO Total:
		99.14
Vendor 09119 - PEACEFUL PRAIRIE NURSERY, INC Total:		
99.14		
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 321 - CRA		
TIF 4/30/23 FAIRFIELD INN RE...	TIF PASS THRU - PRINCIPAL	40,471.48
TIF 4/30/23 FAIRFIELD INN RE...	TIF PASS THRU - INTEREST	15,914.90
TIF PLATTE VALLEY BANK ADD...	TIF PASS THRU - INTEREST	11,744.07
TIF 4/30/23 SCOOTERS	TIF PASS THRU - INTEREST	1,226.72
		Fund 321 - CRA Total:
		69,357.17
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	10,137.52
		Fund 713 - CASH & INVESTMENT POOL Total:
		10,137.52
Vendor 01276 - PLATTE VALLEY BANK Total:		
79,494.69		
Vendor: 09744 - PT HOSE AND BEARING		
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIP MAINT	EQUIPMENT MAINTENANCE	51.05
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		51.05
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	51.04
		Fund 631 - WASTEWATER Total:
		51.04
Vendor 09744 - PT HOSE AND BEARING Total:		
102.09		
Vendor: 07838 - QUADIENT LEASING USA INC		
Fund: 111 - GENERAL		
RENT-MACHINES-PD	RENT-MACHINES	219.56
		Fund 111 - GENERAL Total:
		219.56
Vendor 07838 - QUADIENT LEASING USA INC Total:		
219.56		
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	340.63
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	206.07
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	66.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	10.83
		Fund 111 - GENERAL Total:
		623.53
Vendor 00266 - QUILL CORPORATION Total:		
623.53		

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
Vendor: 06780 - RAILROAD MANAGEMENT CO III, LLC		
Fund: 212 - STREETS		
POWER LINE CROSSING	RENT-LAND	344.67
		Fund 212 - STREETS Total: 344.67
		Vendor 06780 - RAILROAD MANAGEMENT CO III, LLC Total: 344.67
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	570.00
CLAIMS	CLAIMS EXPENSE	84,150.13
CLAIMS	CLAIMS EXPENSE	39,492.05
HEALTH INS. PREMIUM - JUNE...	PREMIUM EXPENSE	43,601.96
		Fund 812 - HEALTH INSURANCE Total: 167,814.14
		Vendor 04089 - REGIONAL CARE INC Total: 167,814.14
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT		
Fund: 641 - WATER		
ELECTRIC POWER	ELECTRIC POWER	2,279.96
		Fund 641 - WATER Total: 2,279.96
		Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total: 2,279.96
Vendor: 10235 - RUSSEL'S AUTOMOTIVE		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	201.34
VEH MAINT-PD	VEHICLE MAINTENANCE	119.04
VEH MAINT-PD	VEHICLE MAINTENANCE	18.00
VEH MAINT-PD	VEHICLE MAINTENANCE	676.13
		Fund 111 - GENERAL Total: 1,014.51
		Vendor 10235 - RUSSEL'S AUTOMOTIVE Total: 1,014.51
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	101.15
		Fund 713 - CASH & INVESTMENT POOL Total: 101.15
		Vendor 00026 - S M E C Total: 101.15
Vendor: 00156 - SAFETYLINE CONSULTANTS, INC		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	10.63
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	10.62
		Fund 111 - GENERAL Total: 21.25
		Vendor 00156 - SAFETYLINE CONSULTANTS, INC Total: 21.25
Vendor: 09877 - SCB COUNTY MUTUAL AID ASSOC.		
Fund: 111 - GENERAL		
ANNUAL DUES	MEMBERSHIPS	100.00
		Fund 111 - GENERAL Total: 100.00
		Vendor 09877 - SCB COUNTY MUTUAL AID ASSOC. Total: 100.00
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: VEN01493 - SCHANK ROOFING		
Fund: 631 - WASTEWATER		
BUILDING MAINT	BUILDING MAINTENANCE	108.00
		Fund 631 - WASTEWATER Total: 108.00

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
Fund: 641 - WATER		
BUILDING MAINT	BUILDING MAINTENANCE	108.00
		Fund 641 - WATER Total: 108.00
		Vendor VEN01493 - SCHANK ROOFING Total: 216.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	215.00
		Fund 111 - GENERAL Total: 215.00
		Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total: 215.00
Vendor: 08615 - SCOTTS BLUFF COUNTY		
Fund: 111 - GENERAL		
FY22 - 23 COMMUNICATIONS ... CONTRACTUAL SERVICES		6,343.34
		Fund 111 - GENERAL Total: 6,343.34
Fund: 212 - STREETS		
FY22 - 23 COMMUNICATIONS ... CONTRACTUAL SERVICES		9,867.42
		Fund 212 - STREETS Total: 9,867.42
Fund: 218 - PUBLIC SAFETY		
FY22 - 23 COMMUNICATIONS ... CONTRACTUAL SERVICES		28,420.00
		Fund 218 - PUBLIC SAFETY Total: 28,420.00
Fund: 621 - ENVIRONMENTAL SERVICES		
FY22 - 23 COMMUNICATIONS ... CONTRACTUAL SERVICES		7,752.99
		Fund 621 - ENVIRONMENTAL SERVICES Total: 7,752.99
Fund: 631 - WASTEWATER		
FY22 - 23 COMMUNICATIONS ... CONTRACTUAL SERVICES		6,695.75
		Fund 631 - WASTEWATER Total: 6,695.75
Fund: 641 - WATER		
FY22 - 23 COMMUNICATIONS ... CONTRACTUAL SERVICES		4,581.30
		Fund 641 - WATER Total: 4,581.30
		Vendor 08615 - SCOTTS BLUFF COUNTY Total: 63,660.80
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC		
Fund: 218 - PUBLIC SAFETY		
HIDTA-CAR LEASE-PD	DEPARTMENT SUPPLIES	375.00
		Fund 218 - PUBLIC SAFETY Total: 375.00
		Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total: 375.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	858.00
		Fund 713 - CASH & INVESTMENT POOL Total: 858.00
		Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total: 858.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 111 - GENERAL		
2022 SERVICE AWARDS	DEPARTMENT SUPPLIES	32.00
2022 SERVICE AWARDS	DEPARTMENT SUPPLIES	134.00
2022 SERVICE AWARDS	DEPARTMENT SUPPLIES	192.00
2022 SERVICE AWARDS	DEPARTMENT SUPPLIES	66.00
		Fund 111 - GENERAL Total: 424.00
Fund: 212 - STREETS		
2022 SERVICE AWARDS	DEPARTMENT SUPPLIES	148.00
		Fund 212 - STREETS Total: 148.00
Fund: 621 - ENVIRONMENTAL SERVICES		
2022 SERVICE AWARDS	DEPARTMENT SUPPLIES	38.00
		Fund 621 - ENVIRONMENTAL SERVICES Total: 38.00

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
Fund: 631 - WASTEWATER		
2022 SERVICE AWARDS	DEPARTMENT SUPPLIES	47.00
		Fund 631 - WASTEWATER Total:
		47.00
Fund: 641 - WATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	207.58
		Fund 641 - WATER Total:
		207.58
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:		
		864.58
Vendor: 09270 - SEEWALD CONSTRUCTION COMPANY		
Fund: 111 - GENERAL		
POOL REPAIR	CONTRACTUAL SERVICES	6,200.00
		Fund 111 - GENERAL Total:
		6,200.00
Vendor 09270 - SEEWALD CONSTRUCTION COMPANY Total:		
		6,200.00
Vendor: 10396 - SHARAYA TOOF		
Fund: 224 - ECONOMIC DEVELOPMENT		
NEDA CONF EXPENSE	SCHOOL & CONFERENCE	39.62
		Fund 224 - ECONOMIC DEVELOPMENT Total:
		39.62
Vendor 10396 - SHARAYA TOOF Total:		
		39.62
Vendor: 00684 - SHERIFF'S OFFICE		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	36.48
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES--PD	LEGAL FEES	27.90
LEGAL FEES-PD	LEGAL FEES	25.92
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	21.96
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	21.96
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	21.96
LEGAL FEES-PD	LEGAL FEES	9.00
		Fund 111 - GENERAL Total:
		201.18
Vendor 00684 - SHERIFF'S OFFICE Total:		
		201.18
Vendor: 00786 - SHERWIN WILLIAMS		
Fund: 212 - STREETS		
SWITCH FOR PAINT GUN	EQUIPMENT MAINTENANCE	38.99
		Fund 212 - STREETS Total:
		38.99
Vendor 00786 - SHERWIN WILLIAMS Total:		
		38.99
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	37.28
		Fund 111 - GENERAL Total:
		37.28
Fund: 212 - STREETS		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	2,630.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	3,793.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	4,690.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	3,310.58
ROAD GRAVEL	STREET REPAIR SUPPLIES	541.94
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	2,653.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,761.00
		Fund 212 - STREETS Total:
		19,380.02
Vendor 01031 - SIMON CONTRACTORS Total:		
		19,417.30

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
Vendor: 10461 - SMITH KARIN		
Fund: 213 - CEMETERY		
QUIT CLAIM DEED	MISCELLANEOUS	1,100.00
		<u>1,100.00</u>
		Fund 213 - CEMETERY Total: 1,100.00
		Vendor 10461 - SMITH KARIN Total: 1,100.00
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	495.00
Bldg. Main.	BUILDING MAINTENANCE	746.00
		<u>1,241.00</u>
		Fund 111 - GENERAL Total: 1,241.00
Fund: 213 - CEMETERY		
ELECTRICAL MANT CEM	ELECTRICAL MAINTENANCE	819.45
		<u>819.45</u>
		Fund 213 - CEMETERY Total: 819.45
Fund: 631 - WASTEWATER		
ELECTRICAL MAINT	ELECTRICAL MAINTENANCE	1,040.08
		<u>1,040.08</u>
		Fund 631 - WASTEWATER Total: 1,040.08
		Vendor 00513 - SNELL SERVICES INC. Total: 3,100.53
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	600.00
		<u>600.00</u>
		Fund 631 - WASTEWATER Total: 600.00
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	600.00
		<u>600.00</u>
		Fund 641 - WATER Total: 600.00
		Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total: 1,200.00
Vendor: 02275 - STANARD & ASSOCIATES INC.		
Fund: 111 - GENERAL		
POLICE PROMOTIONAL TESTI...	RECRUITMENT	472.00
		<u>472.00</u>
		Fund 111 - GENERAL Total: 472.00
		Vendor 02275 - STANARD & ASSOCIATES INC. Total: 472.00
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	667.00
		<u>667.00</u>
		Fund 641 - WATER Total: 667.00
		Vendor 00054 - STATE HEALTH LAB Total: 667.00
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	840.00
		<u>840.00</u>
		Fund 111 - GENERAL Total: 840.00
		Vendor 01235 - STATE OF NE. Total: 840.00
Vendor: 00677 - TERRY D SCOTT		
Fund: 111 - GENERAL		
VEHI MAINT PARK	VEHICLE MAINTENANCE	257.39
		<u>257.39</u>
		Fund 111 - GENERAL Total: 257.39
		Vendor 00677 - TERRY D SCOTT Total: 257.39
Vendor: 00325 - TEXAS PNEUDRAULIC INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	102.54
Department Supplies-SAN	DEPARTMENT SUPPLIES	341.97
		<u>444.51</u>
		Fund 621 - ENVIRONMENTAL SERVICES Total: 444.51
		Vendor 00325 - TEXAS PNEUDRAULIC INC Total: 444.51

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
Vendor: 09836 - THE MEAT SHOPPE INC		
Fund: 111 - GENERAL		
EMPLOYEE APPRECIATION BR...	MISCELLANEOUS	1,650.00
		Fund 111 - GENERAL Total:
		1,650.00
		Vendor 09836 - THE MEAT SHOPPE INC Total:
		1,650.00
Vendor: 01325 - THE PEAVEY CORP		
Fund: 111 - GENERAL		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	46.00
		Fund 111 - GENERAL Total:
		46.00
		Vendor 01325 - THE PEAVEY CORP Total:
		46.00
Vendor: 10139 - TITAN MACHINERY, INC.		
Fund: 631 - WASTEWATER		
EQUIPMENT	EQUIPMENT	3,250.00
EQUIPMENT	EQUIPMENT	3,250.00
		Fund 631 - WASTEWATER Total:
		6,500.00
		Vendor 10139 - TITAN MACHINERY, INC. Total:
		6,500.00
Vendor: 09076 - TORRINGTON SOD FARMS		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	233.00
		Fund 111 - GENERAL Total:
		233.00
		Vendor 09076 - TORRINGTON SOD FARMS Total:
		233.00
Vendor: 09865 - UNION BANK & TRUST		
Fund: 111 - GENERAL		
FEES - DEF. COMP. 3/31/23	CONTRACTUAL SERVICES	180.00
FEES - FIRE PENSION 3/31/23	CONTRACTUAL SERVICES	620.01
FEES - GENERAL PENSION 3/3...	CONTRACTUAL SERVICES	1,022.01
FEES - POLICE PENSION 3/31/...	CONTRACTUAL SERVICES	728.01
		Fund 111 - GENERAL Total:
		2,550.03
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	9,454.53
RETIREMENT	REGULAR RETIRE EE PAY	8,654.30
RETIREMENT	DEFERRED COMP EE PAY	2,380.62
RETIREMENT	DEFERRED COMP EE PAY	107.70
RETIREMENT	DEFERRED COMP EE PAY	1,598.62
RETIREMENT	RETIRE FIRE EE PAYABLE	2,848.59
RETIREMENT	RETIRE POLICE EE PAY	6,738.56
RETIREMENT	RETIRE POLICE EE PAY	7,614.17
		Fund 713 - CASH & INVESTMENT POOL Total:
		39,397.09
		Vendor 09865 - UNION BANK & TRUST Total:
		41,947.12
Vendor: 09840 - UNITED STATES WELDING		
Fund: 621 - ENVIRONMENTAL SERVICES		
Contractual Service-SAN	CONTRACTUAL SERVICES	53.50
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		53.50
		Vendor 09840 - UNITED STATES WELDING Total:
		53.50
Vendor: 08828 - US BANK		
Fund: 111 - GENERAL		
TIME VALUE DESKTOP MAINT...	DEPARTMENT SUPPLIES	35.00
Prgmg.	PROGRAMMING	9.95
AIRLINE LUGGAGE FEE DEPAR...	SCHOOL & CONFERENCE	35.00
HOTEL TRAVEL TO FDIC - GABIS	SCHOOL & CONFERENCE	102.35
GFOA VIRTUAL TRAINING - LIZ ..	SCHOOL & CONFERENCE	315.00
RAMADA INNS ROOM INCIDE...	SCHOOL & CONFERENCE	100.00
Prgmg.	PROGRAMMING	18.54
CAR RENTAL - TYLER CONNECT	SCHOOL & CONFERENCE	317.16
Prgmg.	PROGRAMMING	17.96
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	47.85

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
AIRLINE LUGGAGE FEE RETUR...	SCHOOL & CONFERENCE	35.00
FUEL RETURN TRAVEL - GABIS	GASOLINE	43.43
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	47.30
HOTEL AT FDIC - GABIS	SCHOOL & CONFERENCE	1,249.56
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	77.98
BACKGROUND CHECK THROU...	DEPARTMENT SUPPLIES	46.38
Prgmg.	PROGRAMMING	49.88
Equip. Main.	EQUIPMENT MAINTENANCE	294.00
Prgmg.	PROGRAMMING	28.99
Prgmg.	PROGRAMMING	11.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	49.53
Coll.	COLLECTIONS	131.70
Coll.	COLLECTIONS	33.98
Coll.	COLLECTIONS	15.99
Dep. Sup.	DEPARTMENT SUPPLIES	9.41
Cont. Srvc.	CONTRACTUAL SERVICES	139.00
Prgmg.	PROGRAMMING	29.98
Prgmg.	PROGRAMMING	24.55
Prgmg.	PROGRAMMING	48.38
BAGGAGE FEE - C. BURBACH	SCHOOL & CONFERENCE	35.00
BAGGAGE FEE - UNITED C.HU...	SCHOOL & CONFERENCE	35.00
BAGGAGE FEE - L.LOUTZENHI...	SCHOOL & CONFERENCE	35.00
BAGGAGE FEE - M. LOUTZENH...	SCHOOL & CONFERENCE	35.00
HOLIDAY INN - TYLER CONF.	SCHOOL & CONFERENCE	187.84
HOLIDAY INN - TYLER CONF.	SCHOOL & CONFERENCE	187.84
HOLIDAY INN - TYLER CONF.	SCHOOL & CONFERENCE	187.84
EMT APPLICATION FEE - HARSH	SCHOOL & CONFERENCE	104.00
MEMBERSHIP RENEWAL - NE ...	MEMBERSHIPS	200.00
Uniform & Clothing-REC	UNIFORMS & CLOTHING	943.60
Uniform & Clothing-REC	UNIFORMS & CLOTHING	963.52
Prgmg.	PROGRAMMING	21.82
Bldg. Main.	BUILDING MAINTENANCE	163.47
Dep. Sup.	DEPARTMENT SUPPLIES	186.63
REFUND - CAR RENTAL (TYLER...	SCHOOL & CONFERENCE	-317.16
RAMADA INNS ROOM INCIDE...	SCHOOL & CONFERENCE	-100.00
CREDIT - HOL.INN - BURBACH	SCHOOL & CONFERENCE	-36.79
HOLIDAY INN - TYLER CONF.	SCHOOL & CONFERENCE	-36.79
HOLIDAY INN - TYLER CONF.	SCHOOL & CONFERENCE	-36.79
		<u>-36.79</u>
	Fund 111 - GENERAL Total:	6,124.87
Fund: 224 - ECONOMIC DEVELOPMENT		
SCHOOL & CONF ED	SCHOOL & CONFERENCE	80.00
SCHOOL & CONF ED	SCHOOL & CONFERENCE	360.56
SCHOOL & CONF ED	SCHOOL & CONFERENCE	40.03
SCHOOL & CONF ED	SCHOOL & CONFERENCE	<u>26.66</u>
	Fund 224 - ECONOMIC DEVELOPMENT Total:	507.25
Fund: 621 - ENVIRONMENTAL SERVICES		
Postage-SAN	POSTAGE	<u>9.65</u>
	Fund 621 - ENVIRONMENTAL SERVICES Total:	9.65
Fund: 721 - GIS SERVICES		
Emabassy Suites Tax Refund	SCHOOL & CONFERENCE	<u>-66.57</u>
	Fund 721 - GIS SERVICES Total:	-66.57
	Vendor 08828 - US BANK Total:	6,575.20
Vendor: 00022 - WALMART		
Fund: 111 - GENERAL		
AA BATTERIES	DEPARTMENT SUPPLIES	19.98
Prgmg.	PROGRAMMING	96.41
DISHWASHER DETERGENT AN...	DEPARTMENT SUPPLIES	45.66

Expense Approval Report

Post Dates: 5/16/2023 - 6/5/2023

Description (Payable)	Account Name	Amount
RECOGNITION DINNER	MISCELLANEOUS	77.40
Fund 111 - GENERAL Total:		239.45
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	130.41
Fund 641 - WATER Total:		130.41
Vendor 00022 - WALMART Total:		369.86
Vendor: 00262 - WESTERN NE COMMUNITY COLLEGE		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	30.00
Fund 111 - GENERAL Total:		30.00
Vendor 00262 - WESTERN NE COMMUNITY COLLEGE Total:		30.00
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC		
Fund: 111 - GENERAL		
RANDOM DOT TESTING - APRI...	CONTRACTUAL SERVICES	246.00
Fund 111 - GENERAL Total:		246.00
Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:		246.00
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: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	307.28
GROUND MAINT PARK	GROUNDS MAINTENANCE	105.57
Fund 111 - GENERAL Total:		412.85
Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total:		412.85
Grand Total:		1,381,912.71

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	511,643.23	977.00
212 - STREETS	49,539.26	0.00
213 - CEMETERY	3,188.23	0.00
218 - PUBLIC SAFETY	28,795.00	0.00
223 - KENO	99.14	0.00
224 - ECONOMIC DEVELOPMENT	782.33	0.00
321 - CRA	242,212.60	0.00
621 - ENVIRONMENTAL SERVICES	78,668.68	63.37
631 - WASTEWATER	93,737.00	14,440.36
641 - WATER	36,487.71	2,511.29
661 - STORMWATER	47,557.40	892.80
713 - CASH & INVESTMENT POOL	121,406.12	121,406.12
721 - GIS SERVICES	-18.13	0.00
812 - HEALTH INSURANCE	167,814.14	124,212.18
Grand Total:	1,381,912.71	264,503.12

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	977.00	977.00
111-52111-111	DEPARTMENT SUPPLIES	130.00	0.00
111-52111-141	DEPARTMENT SUPPLIES	310.09	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,251.07	0.00
111-52111-151	DEPARTMENT SUPPLIES	442.29	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,665.90	0.00
111-52111-172	DEPARTMENT SUPPLIES	47.87	0.00
111-52163-142	INVESTIGATIVE EXPENSES	156.97	0.00
111-52181-142	UNIFORMS & CLOTHING	549.98	0.00
111-52181-172	UNIFORMS & CLOTHING	1,907.12	0.00
111-52222-151	COLLECTIONS	997.41	0.00
111-52223-151	PROGRAMMING	358.45	0.00
111-52311-111	MEMBERSHIPS	200.00	0.00
111-52311-141	MEMBERSHIPS	100.00	0.00
111-52511-141	GASOLINE	43.43	0.00
111-52999-112	MISCELLANEOUS	1,727.40	0.00
111-53111-112	CONTRACTUAL SERVICES	1,448.01	0.00
111-53111-116	CONTRACTUAL SERVICES	2,298.00	0.00
111-53111-121	CONTRACTUAL SERVICES	3,172.96	0.00
111-53111-141	CONTRACTUAL SERVICES	620.01	0.00
111-53111-142	CONTRACTUAL SERVICES	9,084.42	0.00
111-53111-151	CONTRACTUAL SERVICES	926.20	0.00
111-53111-171	CONTRACTUAL SERVICES	8,193.34	0.00
111-53111-172	CONTRACTUAL SERVICES	7,200.00	0.00
111-53121-142	CONSULTING SERVICES	85.00	0.00
111-53211-142	LEGAL FEES	430.18	0.00
111-53421-141	BUILDING MAINTENANCE	130.32	0.00
111-53421-142	BUILDING MAINTENANCE	130.31	0.00
111-53421-151	BUILDING MAINTENANCE	1,907.39	0.00
111-53421-171	BUILDING MAINTENANCE	1,953.18	0.00
111-53421-172	BUILDING MAINTENANCE	377.00	0.00
111-53431-171	ELECTRICAL MAINTENA...	1,079.40	0.00
111-53441-111	EQUIPMENT MAINTENA...	105.58	0.00
111-53441-142	EQUIPMENT MAINTENA...	1,126.30	0.00
111-53441-151	EQUIPMENT MAINTENA...	294.00	0.00
111-53441-171	EQUIPMENT MAINTENA...	591.16	0.00
111-53451-142	VEHICLE MAINTENANCE	1,014.51	0.00
111-53451-171	VEHICLE MAINTENANCE	257.39	0.00
111-53471-171	GROUNDS MAINTENAN...	3,751.35	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53521-111	HEATING FUEL	185.53	0.00
111-53521-141	HEATING FUEL	88.43	0.00
111-53521-142	HEATING FUEL	133.58	0.00
111-53521-151	HEATING FUEL	107.95	0.00
111-53521-171	HEATING FUEL	192.48	0.00
111-53521-172	HEATING FUEL	120.31	0.00
111-53561-111	PHONE & INTERNET	3.59	0.00
111-53561-112	PHONE & INTERNET	0.94	0.00
111-53561-114	PHONE & INTERNET	1.25	0.00
111-53561-115	PHONE & INTERNET	0.61	0.00
111-53561-121	PHONE & INTERNET	22.96	0.00
111-53561-141	PHONE & INTERNET	3.39	0.00
111-53561-142	PHONE & INTERNET	1,492.06	0.00
111-53561-151	PHONE & INTERNET	6.33	0.00
111-53561-171	PHONE & INTERNET	2.35	0.00
111-53561-172	PHONE & INTERNET	27.55	0.00
111-53571-141	CELLULAR PHONE	272.40	0.00
111-53631-142	RENT-MACHINES	219.56	0.00
111-53711-111	SCHOOL & CONFERENCE	4,603.03	0.00
111-53711-141	SCHOOL & CONFERENCE	1,525.91	0.00
111-53711-142	SCHOOL & CONFERENCE	384.25	0.00
111-53811-111	BONDING	16.25	0.00
111-53811-115	BONDING	16.25	0.00
111-53811-142	BONDING	308.75	0.00
111-53821-171	PROP & EQUIP INSURAN...	626.44	0.00
111-53913-112	RECRUITMENT	472.00	0.00
111-54311-171	STRUCTURES	443,768.09	0.00
212-52111-212	DEPARTMENT SUPPLIES	282.16	0.00
212-52171-212	STREET REPAIR SUPPLIES	541.94	0.00
212-52411-212	POSTAGE	22.12	0.00
212-53111-212	CONTRACTUAL SERVICES	9,898.32	0.00
212-53431-212	ELECTRICAL MAINTENA...	6,610.00	0.00
212-53441-212	EQUIPMENT MAINTENA...	38.99	0.00
212-53451-212	VEHICLE MAINTENANCE	111.25	0.00
212-53491-212	STREET MAINTENANCE	18,838.08	0.00
212-53521-212	HEATING FUEL	397.52	0.00
212-53561-212	PHONE & INTERNET	700.21	0.00
212-53611-212	RENT-LAND	344.67	0.00
212-54322-212	STREET PROJECTS	11,754.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	518.61	0.00
213-52999-213	MISCELLANEOUS	1,100.00	0.00
213-53431-213	ELECTRICAL MAINTENA...	1,206.44	0.00
213-53441-213	EQUIPMENT MAINTENA...	345.74	0.00
213-53561-213	PHONE & INTERNET	1.19	0.00
213-53811-213	BONDING	16.25	0.00
218-52111-142	DEPARTMENT SUPPLIES	375.00	0.00
218-53111-142	CONTRACTUAL SERVICES	28,420.00	0.00
223-52111-171	DEPARTMENT SUPPLIES	99.14	0.00
224-52111-113	DEPARTMENT SUPPLIES	34.99	0.00
224-52311-114	MEMBERSHIPS	200.00	0.00
224-53561-113	PHONE & INTERNET	0.47	0.00
224-53711-113	SCHOOL & CONFERENCE	546.87	0.00
321-57221-111	TIF PASS THRU - PRINCIP...	106,581.79	0.00
321-57222-111	TIF PASS THRU - INTERE...	135,630.81	0.00
621-21311	SALES TAX PAYABLE	63.37	63.37
621-52111-621	DEPARTMENT SUPPLIES	3,935.68	0.00
621-52411-621	POSTAGE	9.65	0.00
621-53111-621	CONTRACTUAL SERVICES	8,422.25	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
621-53193-621	DISPOSAL FEES	64,944.62	0.00
621-53421-621	BUILDING MAINTENANCE	19.99	0.00
621-53441-621	EQUIPMENT MAINTENA...	1,572.88	0.00
621-53451-621	VEHICLE MAINTENANCE	102.54	0.00
621-53521-621	HEATING FUEL	154.85	0.00
621-53561-621	PHONE & INTERNET	82.05	0.00
621-53841-621	VEHICLE INSURANCE	-639.20	0.00
631-21311	SALES TAX PAYABLE	14,440.36	14,440.36
631-52111-631	DEPARTMENT SUPPLIES	21,444.67	0.00
631-53111-631	CONTRACTUAL SERVICES	9,398.30	0.00
631-53195-631	ADMIN COSTS & FEES	119.69	0.00
631-53421-631	BUILDING MAINTENANCE	108.00	0.00
631-53431-631	ELECTRICAL MAINTENA...	1,040.08	0.00
631-53441-631	EQUIPMENT MAINTENA...	4,094.31	0.00
631-53531-631	ELECTRIC POWER	12,262.51	0.00
631-53561-631	PHONE & INTERNET	32.06	0.00
631-54411-631	EQUIPMENT	6,500.00	0.00
631-57110-631	DEBT SERVICE-PRINCIPAL	23,937.95	0.00
631-57115-631	DEBT SERVICE-INTEREST	359.07	0.00
641-21311	SALES TAX PAYABLE	2,511.29	2,511.29
641-52111-641	DEPARTMENT SUPPLIES	14,191.24	0.00
641-52117-641	SAMPLES	967.00	0.00
641-52181-641	UNIFORMS & CLOTHING	464.37	0.00
641-52411-641	POSTAGE	33.22	0.00
641-52611-641	CHEMICALS	4,546.04	0.00
641-53111-641	CONTRACTUAL SERVICES	5,330.56	0.00
641-53421-641	BUILDING MAINTENANCE	108.00	0.00
641-53521-641	HEATING FUEL	154.40	0.00
641-53531-641	ELECTRIC POWER	8,149.59	0.00
641-53561-641	PHONE & INTERNET	32.00	0.00
661-21311	SALES TAX PAYABLE	892.80	892.80
661-52111-661	DEPARTMENT SUPPLIES	676.00	0.00
661-53111-661	CONTRACTUAL SERVICES	1,795.00	0.00
661-53561-661	PHONE & INTERNET	3.32	0.00
661-54311-661	STRUCTURES	44,190.28	0.00
713-21512	MEDICARE W/H EE PAY...	8,762.76	8,762.76
713-21513	FICA W/H EE PAYABLE	32,765.10	32,765.10
713-21514	FED W/H EE PAYABLE	26,846.89	26,846.89
713-21517	POL UNION DUES EE PAY	858.00	858.00
713-21518	FIRE UNION DUES EE PAY	300.00	300.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	101.15	101.15
713-21527	WAGE ATTACHMENT EE ...	209.68	209.68
713-21528	REGULAR RETIRE EE PAY	18,108.83	18,108.83
713-21529	DEFERRED COMP EE PAY	4,086.94	4,086.94
713-21531	RETIRE FIRE EE PAYABLE	2,848.59	2,848.59
713-21533	RETIRE POLICE EE PAY	14,352.73	14,352.73
713-21539	CHILD SUPPORT EE PAY	2,005.18	2,005.18
713-21541	HSA EE PAYABLE	10,137.52	10,137.52
721-52111-721	DEPARTMENT SUPPLIES	37.95	0.00
721-53561-721	PHONE & INTERNET	10.49	0.00
721-53711-721	SCHOOL & CONFERENCE	-66.57	0.00
812-53861-112	PREMIUM EXPENSE	43,601.96	0.00
812-53862-112	CLAIMS EXPENSE	123,642.18	123,642.18
812-53863-112	FLEXIBLE BENFT EXPENS...	570.00	570.00
	Grand Total:	1,381,912.71	264,503.12

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,139,321.79	264,503.12
21852111142	375.00	0.00
3121657221	3,231.22	0.00
3121657222	4,934.86	0.00
3121757221	9,376.95	0.00
3121757222	10,889.49	0.00
3121857221	40,471.48	0.00
3121857222	15,914.90	0.00
3122057221	53,502.14	0.00
3122057222	36,012.32	0.00
3122257222	11,744.07	0.00
3122357222	29,169.61	0.00
3122557222	1,226.72	0.00
3122657222	23,504.87	0.00
3122757222	2,233.97	0.00
6002053561	3.32	0.00
Grand Total:	1,381,912.71	264,503.12

UTILITY REFUNDS 6-5-23

Account #	Contact	Service Address	Refund Amount
030-3378-08	TRISTAN JAY KING	425 W 16TH ST SCOTTSBLUFF NE 69361	17.07
045-7009-03	SLEEP MEDICINE LLC WESTERN	1001 19TH AVE SCOTTSBLUFF NE 69361	93.52
2			\$110.59

City of Scottsbluff, Nebraska

Monday, June 5, 2023

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing set for this date at 6:00 p.m. to consider the creation of Paving District 314 for portions of 28th Street and Avenue K in the SE Quarter of the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M.

Staff Contact: Zachary Glaubius, Development Services Director

City of Scottsbluff, Nebraska

Monday, June 5, 2023

Regular Meeting

Item Pub. Hear.2

Council to conduct a public hearing set for this date at 6:00 p.m. to consider the creation of Sanitary Sewer District 167 located North of 27th Street and West of Avenue I in the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M.

Staff Contact: Zachary Glaubius, Development Services Director

City of Scottsbluff, Nebraska

Monday, June 5, 2023

Regular Meeting

Item Resolut.1

Council to consider action on the first reading of the Ordinance to consider the creation of Paving District 314 for portions of 28th Street and Avenue K in the SE Quarter of the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M.

Staff Contact: Zachary Glaubius, Development Services Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA CREATING PAVING DISTRICT NO. 314; DEFINING THE SAME AND THE LIMITS THEREOF; PROVIDING FOR PAVING, GRADING, CURBING AND GUTTERING, OR SUCH OTHER WORK AS IS NECESSARY AND INCIDENTAL THERETO; PROVIDING FOR PLANS, SPECIFICATIONS, ESTIMATES OF COST AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR ASSESSMENT OF THE COST OF SAID IMPROVEMENTS AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITTED THEREBY IN PROPORTION TO SAID BENEFITS; PROVIDING FOR THE ISSUANCE OF DISTRICT IMPROVEMENT WARRANTS AND DISTRICT AND INTERSECTION IMPROVEMENT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; PROVIDING FOR THE REPEALING OF ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND THE TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. Pursuant to the provisions of Section 16-617, *et seq.*, Reissue Revised Statutes of Nebraska, as amended, Paving District No. 314 (the "District") of the City of Scottsbluff, Nebraska (the "City") is hereby created.

Section 2. Said District shall include and encompass the designated portions of the following streets in the City and the limits, boundaries and improvements are defined and established as follows:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE WESTERLY ON THE SOUTH LINE OF SAID SECTION 15, ON AN ASSUMED BEARING OF N88°24'41"W A DISTANCE OF 767.85 FEET; THENCE N02°04'46"E A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT OF WAY LINE OF WEST 27TH STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF BLOCK 1, ALF ADDITION, AND SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ON THE WEST LINE OF BLOCK 1, ALF ADDITION, BEARING N02°04'46"E A DISTANCE OF 316.71 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 1, ALF ADDITION; THENCE BEARING N88°25'29"W A DISTANCE OF 160.00 FEET TO A POINT IN UNPLATTED LANDS, SAID POINT BEING WEST 130.00 FEET AND PARALLEL WITH THE SOUTHERLY EXTENSION OF THE CENTERLINE OF AVENUE K ; THENCE BEARING N02°04'46"E ON A LINE BEING 130.00 FEET WEST OF AND PARALLEL WITH THE SOUTHERLY EXTENSION OF THE CENTERLINE OF AVENUE K, IN UNPLATTED LANDS, A DISTANCE OF 430.89 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 4, BLOCK 1, FRANK PROPERTIES ; THENCE BEARING S88°21'39"E ON THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 160.00 FEET TO THE NORTHWEST CORNER OF LOT 4, BLOCK 1, FRANK PROPERTIES; THENCE CONTINUING ON THE NORTH LINE OF SAID LOT 4, BEARING S88°21'39"E A DISTANCE OF 109.02 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE BEARING S02°04'49"W, ON THE EAST LINE OF SAID LOT 4, A DISTANCE OF

220.00 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK 1, FRANK PROPERTIES; THENCE EASTERLY ON THE NORTH LINE OF LOTS 5-9, BLOCK 1, FRANK PROPERTIES, BEARING S88°21'39"E A DISTANCE OF 430.03 FEET; THENCE BEARING N02°05'00"E ON THE NORTH LINE OF LOT 9, BLOCK 1, FRANK PROPERTIES, A DISTANCE OF 17.01 FEET; THENCE BEARING S88°21'16"E ON THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 19.85 FEET TO THE NORTHWEST CORNER OF LOT A, A REPLAT OF VACATED LOTS 2, 3, AND 4, REPLAT OF BALTES ADDITION; THENCE BEARING S88°19'33"E ON THE NORTH LINE OF SAID LOT A, A DISTANCE OF 162.06 FEET TO THE NORTHEAST CORNER OF SAID LOT A, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF AVENUE I; THENCE BEARING S01°56'09"W ON THE WEST RIGHT OF WAY LINE OF AVENUE I AND THE EAST LINE OF SAID LOT A, A DISTANCE OF 160.65 FEET TO THE SOUTHEAST CORNER OF SAID LOT A; THENCE BEARING S01°56'09"W ON THE WEST RIGHT OF WAY LINE OF AVENUE I, A DISTANCE OF 66 FEET TO THE NORTHEAST CORNER OF LOT B, A REPLAT OF VACATED LOTS 2, 3, AND 4, REPLAT OF BALTES ADDITION; THENCE BEARING S02°02'27"W ON THE WEST RIGHT OF WAY LINE OF AVENUE I AND THE EAST LINE OF SAID LOT B, A DISTANCE OF 250.47 FEET TO THE SOUTHEAST CORNER OF SAID LOT B; THENCE BEARING S43°48'24"W ON THE WEST RIGHT OF WAY LINE OF AVENUE I AND THE SOUTHWESTERLY LINE OF SAID LOT B, A DISTANCE OF 89.93 FEET TO THE SOUTHEAST CORNER OF SAID LOT B, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF WEST 27TH STREET; THENCE BEARING N88°24'41"W ON THE NORTH RIGHT OF WAY LINE OF WEST 27TH STREET, A DISTANCE OF 661.84 FEET, TO THE POINT OF BEGINNING.

THE STREET TO BE IMPROVED BY PAVING, GRADING, CURBING AND GUTTERING, DRAINAGE AND STORM SEWER, AND INCIDENTAL WORK CONNECTED THEREWITH IS:

THE PAVING DISTRICT WILL INCLUDE AVENUE K BEGINNING AT THE PRESENT END OF AVENUE K JUST SOUTH OF 29TH STREET AND CONTINUING SOUTH THROUGH THE INTERSECTION OF 28TH STREET. THE PAVING DISTRICT WILL ALSO INCLUDE 28TH STREET FROM AVENUE K CONTINUING EAST TO THE INTERSECTION OF AVENUE I.

THE FOLLOWING PARCELS OF LAND ARE INCLUDED IN SAID DISTRICT AND ARE SUBJECT TO ASSESSMENT:

LOTS 5-9, BLOCK 1, FRANK PROPERTIES; LOTS A AND B, A REPLAT OF VACATED LOTS 2, 3, AND 4 REPLAT OF BALTES ADDITION; LOTS 1-4A, BLOCK 5, BALTES 2ND ADDITION; BLOCK 1, ALF ADDITION; THAT PART OF UNPLATTED LANDS AS DESCRIBED ABOVE LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., ALL SAID PROPERTIES BEING IN THE CITY OF SCOTTSBLUFF.

Section 3. The City's special engineers, M. C. Schaff and Associates, Scottsbluff, Nebraska, shall make detailed plans and specifications for said improvements and an estimate of the cost thereof, and shall submit the same to the City Council. Upon approval of the same by the City Council, bids for construction of said work shall be provided by advertisement. On acceptance of any bid therefor, the Mayor and City Clerk are authorized to enter into a contract on behalf of the City for such work, and such contract shall be executed by said Mayor and attested by said City Clerk. The City Council shall have and hereby reserves the right to reject any and all bids received.

Section 4. The work and improvements shall be made at public cost, but special assessments on the properties especially benefitted thereby shall be levied to reimburse the City to the extent provided by law. Property included within the boundaries and limits of said District as hereinbefore described and defined is hereby declared to be benefitted by said work and improvements to the extent as will be determined by the City Council as provided by law and special assessments against the same to be made as hereinafter prescribed.

Section 5. For the purpose of paying for the paving, grading, curbing and guttering, sidewalks, drainage and storm sewer, or such other necessary improvements incidental thereto, the Mayor and City Council may borrow funds or issue district improvement warrants or bond anticipation notes of the City in the form and manner provided by law.

Section 6. To effect the final payment and retirement of said loan, warrants and bond anticipation notes, and to pay for the cost of paving, grading, curbing and guttering, sidewalks, drainage and storm sewer, or other necessary improvements incidental thereto, the Mayor and City Council shall issue bonds in the form and manner provided by law, and may assess the cost of said work to the property in said District in proportion to the benefits derived therefrom.

Section 7. After the passage and publication of this ordinance as in Section 10 provided, there shall be published at least once each week for not less than twenty (20) days, as provided by law, in the Scottsbluff Star-Herald, a newspaper of general circulation in the City, a notice with respect to the District created by the terms of this ordinance, which notice shall provide, among other things, that if the owners of record title representing more than fifty percent (50%) of the front footage of the property abutting or adjoining any continuous or extended street, cul de sac, or alley of the district, or portion thereof which is closed at one end, and who were such owners at the time the ordinance creating the District was published shall file with the City Clerk within twenty (20) days from the first publication of this notice written objections to the improvement of such District, said improvements shall not be made under said Ordinance in such District and said Ordinance shall be repealed. If sufficient objections are not filed against such District in the time and manner aforesaid, the Mayor and City Council shall forthwith proceed to construct such improvements in said District as provided in said Ordinance.

Section 8. The project described in this Ordinance is subject to limited referendum for a period of thirty days from the date of passage of this Ordinance. After the expiration of this thirty-day period, the project and measures related to it will not be subject to any further right of referendum.

Section 9. All provisions of any ordinance adopted prior hereto by the City and in conflict herewith are hereby repealed.

Section 10. This ordinance shall take effect and be in full force from and after its passage, approval and publication, which shall be in pamphlet form.

PASSED AND APPROVED THIS ____ DAY OF _____, 2023.

ATTEST:

Mayor

City Clerk

City Attorney

City of Scottsbluff, Nebraska

Monday, June 5, 2023

Regular Meeting

Item Resolut.2

Council to consider action on the first reading of the Ordinance to consider the creation of Sanitary Sewer District 167 located North of 27th Street and West of Avenue I in the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M.

Staff Contact: Zachary Glaubius, Development Services Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA CREATING SANITARY SEWER DISTRICT NO. 167; DEFINING THE SAME AND THE LIMITS THEREOF; PROVIDING THE CONSTRUCTION OF NECESSARY IMPROVEMENTS AND SUCH OTHER WORK AS IS NECESSARY AND INCIDENTAL THERETO; PROVIDING FOR PLANS, SPECIFICATIONS, ESTIMATES OF COST AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR ASSESSMENT OF THE COST OF SAID IMPROVEMENTS AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITTED THEREBY IN PROPORTION TO SAID BENEFITS; PROVIDING FOR THE ISSUANCE OF DISTRICT IMPROVEMENT WARRANTS AND DISTRICT AND INTERSECTION IMPROVEMENT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND THE TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. The city does hereby resolve to act pursuant to the provisions of Section 18-401 to 18-411, Reissue Revised States of Nebraska, as amended, in creating a sanitary sewer district. Sanitary Sewer District No. 167 (the ADistrict@) of the City of Scottsbluff, Nebraska (the ACity@) is hereby created.

Section 2. The outer boundaries of such district are as follows:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE WESTERLY ON THE SOUTH LINE OF SAID SECTION 15, ON AN ASSUMED BEARING OF N88°24=41@W, A DISTANCE OF 767.85 FEET; THENCE BEARING N02°04=46@E, A DISTANCE OF 415.71 FEET TO THE SOUTHWEST CORNER OF LOT 5, BLOCK 1, FRANK PROPERTIES, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ON THE WEST LINE OF LOT 4 AND LOT 5, BLOCK 1, FRANK PROPERTIES, BEARING N02°04=46@E A DISTANCE OF 364.71 FEET TO THE NORTHWEST CORNER OF LOT 4, BLOCK 1, FRANK PROPERTIES; THENCE BEARING S88°21=39@E, ON THE NORTH LINE OF LOTS 2-4, BLOCK 1, FRANK PROPERTIES, A DISTANCE OF 327.06 TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1, FRANK PROPERTIES; THENCE BEARING S02°05=00@W, ON THE EAST LINE OF LOT 2 AND LOT 7, BLOCK 1, FRANK PROPERTIES, A DISTANCE OF 364.32 FEET TO THE SOUTHEAST CORNER OF LOT 7, BLOCK 1, FRANK PROPERTIES; THENCE BEARING N88°25=50@W, ON THE SOUTH LINE OF LOTS 5-7, BLOCK 1, FRANK PROPERTIES, A DISTANCE OF 327.05 FEET, TO THE POINT OF BEGINNING.

THE SANITARY SEWER TO BE IMPROVED BY PLACEMENT OF MANHOLES, SANITARY SEWER MAIN, AND INCIDENTAL WORK

CONNECTED THEREWITH IS: THE SANITARY SEWER DISTRICT WILL INCLUDE AN 8-INCH PVC SANITARY SEWER MAIN THAT WILL TIE INTO THE SANITARY MANHOLE ON THE SOUTHEAST CORNER OF 28TH & AVENUE K AND CONTINUE NORTH IN THE AVENUE K RIGHT OF WAY TO THE NORTH SIDE OF LOT 5, BLOCK 1 FRANK PROPERTIES AND THEN CONTINUE EASTERLY IN A DEDICATED EASEMENT ALONG THE SOUTH SIDE OF LOTS 2-4, BLOCK 1, FRANK PROPERTIES.

THE FOLLOWING PARCELS OF LAND ARE INCLUDED IN SAID DISTRICT AND ARE SUBJECT TO ASSESSMENT:

LOTS 2-7, BLOCK 1 FRANK PROPERTIES TO THE CITY OF SCOTTSBLUFF.

Section 3. The City's special engineers, M.C. Schaff & Associates, shall make detailed plans and specifications for said improvements and an estimate of the cost thereof, and shall submit the same to the City Council. Upon approval of the same by the City Council, bids for construction of said work shall be provided by advertisement. On acceptance of any bid therefor, the Mayor and City Clerk are authorized to enter into a contract on behalf of the City for such work, and such contract shall be executed by said Mayor and attested by said City Clerk. The City Council shall have and hereby reserves the right to reject any and all bids received.

Section 4. The work and improvements shall be made at public cost, but special assessments on the properties especially benefitted thereby shall be levied to reimburse the City to the extent provided by law. Property included within the boundaries and limits of said District as hereinbefore described and defined is hereby declared to be benefitted by said work and improvements to the extent as will be determined by the City Council as provided by law and special assessments against the same to be made as hereinafter prescribed.

Section 5. For the purpose of paying for such improvements, the Mayor and City Council may borrow funds or issue district improvement warrants or bond anticipation notes of the City in the form and manner provided by law.

Section 6. To effect the final payment and retirement of said loan, warrants and bond anticipation notes, and to pay for the cost of such sanitary sewer improvements, the Mayor and City Council shall issue bonds in the form and manner provided by law, and may assess the cost of said work to the property in said District in proportion to the benefits derived therefrom.

Section 7. After the passage and publication of this ordinance as in Section 10 provided, there shall be published as provided by law in the Scottsbluff Star-Herald, a newspaper of general circulation in the City, a notice with respect to the District created by the terms of this ordinance, which notice shall be addressed generally to the owners of the real estate within the District, notifying them of the creation of the District and of the ordering of the creation. The notice shall further provide that if owners of record title representing a majority of the front footage of taxable property in such District file with the City Clerk within thirty (30) days after the first publication of said Notice, written protest to the creation of such District, the improvements in such District shall not be made as provided in this ordinance. of sanitary sewer improvements.

Section 8. The project described in this Ordinance is subject to limited referendum for a period of thirty days from the date of passage of this Ordinance. After the expiration of this thirty-day period, the project and measures related to it will not be subject to any further right of referendum.

Section 9. All provisions of any ordinance adopted prior hereto by the City and in conflict herewith are hereby repealed.

Section 10. This ordinance shall take effect and be in full force from and after its passage, approval and publication, which shall be in pamphlet form.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

Mayor

ATTEST:

City Clerk

Approved:

City Attorney

City of Scottsbluff, Nebraska

Monday, June 5, 2023

Regular Meeting

Item Public Inp1

Council to discuss and consider action on making a recommendation to the NE Liquor Control Commission regarding an Application for Change of Location to Liquor License for Brothers 27th St. Wings & Burgers from 2621 5th Ave. to 1702 17th Ave., Scottsbluff, NE.

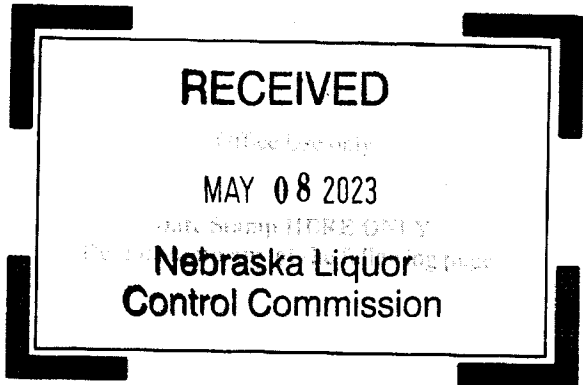
Staff Contact: Kim Wright, City Clerk

APPLICATION FOR CHANGE OF LOCATION

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
 WEBSITE: www.lcc.nebraska.gov

License
 Class: CK

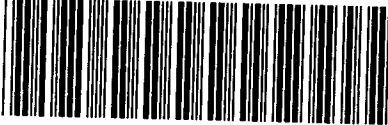
License Number:
124511



Application Requirements:

- Fee of \$45.00 – You may pay online at www.ne.gov/go/NLCCpayport or include a check made payable to the Nebraska Liquor Control Commission
- Must include a copy of the lease, deed or purchase agreement showing ownership of new location in the name of the applicant
- Must include simple hand drawn sketch of new location, must include dimensions in feet (not square feet), showing direction North
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
- Check with your local governing body for any additional requirements that may be necessary
- If moving to a different jurisdiction (i.e., city or county); a new application will need to be filed.

LICENSEE NAME Chad Leeling 27th Street Bros, LLC
 TRADE NAME ~~27th St Bros LLC~~ Brothers 27th St Wings & Burgers
 CURRENTLY LICENSED ADDRESS 2621 5th Ave Scottsbluff
 CITY Scottsbluff ZIP CODE 68361 COUNTY Scottsbluff
 CONTACT PERSON Chad Leeling
 PHONE NUMBER OF CONTACT PERSON 308-225-3433
 EMAIL ADDRESS OF CONTACT PERSON Chad.Leeling@yahoo.com

Office use only	
PAYMENT TYPE <u>PayPort</u> <u>WY</u>	 2300004718
AMOUNT <u>\$45</u> RCPT	
RECEIVED: <u>5.4.23</u>	
DATE DEPOSITED	

FORM 111
 REV Dec. 22, 22
 Page 1 of 3

NEW PREMISES INFORMATION

Street Address #1 1702 17th Ave

Street Address #2 _____

Zip Code 69361 New Premise Phone Number 308-225-3433

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

Business e-mail address Chad.Leeling@yahoo.com

MAILING ADDRESS FOR NEW LOCATION

Name Chad Leeling

Street Address #1 1702 17th Ave

Street Address #2 _____

City Scottsbluff State NE Zip Code 69361

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

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

Building length 165 x width 100 in feet

Is there a basement? Yes No If yes, length _____ x width _____ in feet

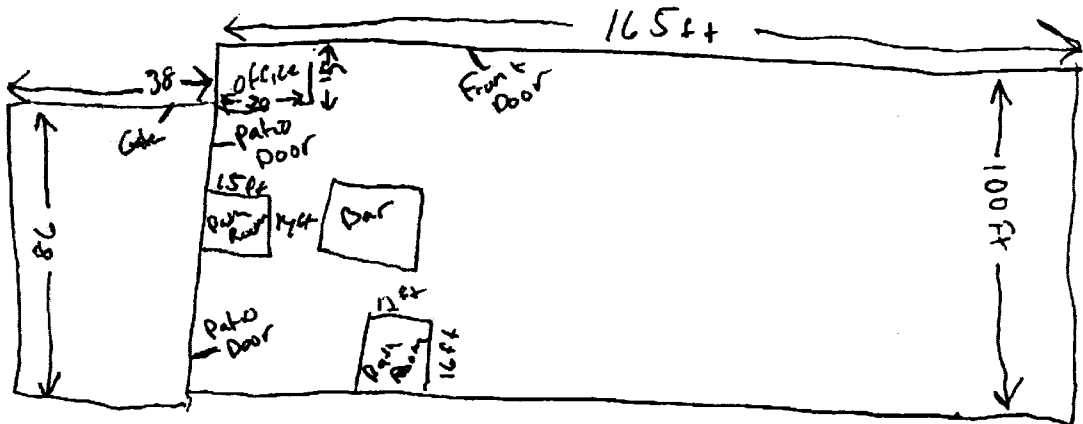
Is there an outdoor area? Yes No If yes, length 86 x width 38 in feet

*If adding an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

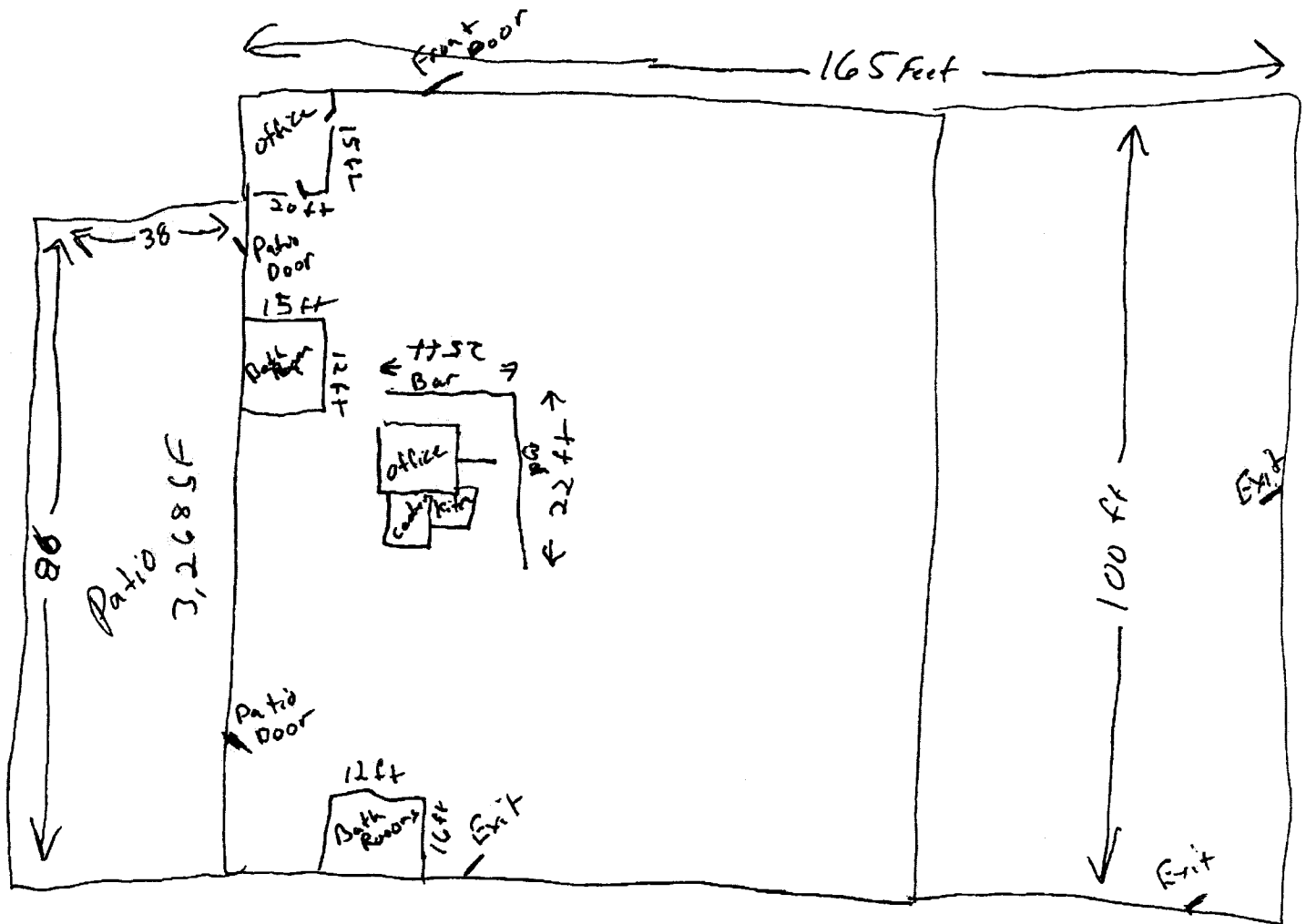
PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

Whole Area to be covered



FORM 111
REV Dec. 22, 22
Page 2 of 3

Whole Area to Be Covered By License



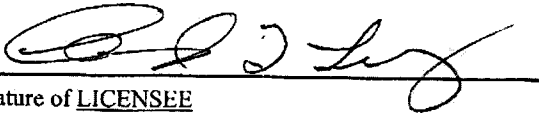
1. Is the premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

____ YES X 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**

2. When do you expect on moving into the new location? 5-1-2023

I acknowledge that the premises to comply in all respects with the requirements of the act Neb Rev Stat §53-129



Signature of LICENSEE

Chad L Leeling

Printed Name of LICENSEE

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1 day of May 2023 by and between CHEEMA INVESTMENTS, LLC, a Nebraska Limited Liability company, referred to hereafter as "LANDLORD", and ^{ST. Q. VS} 27th BRO'S LLC and CHAD LEELING, collectively and jointly and severally. TENANT herein.

WITNESSETH:

PREMISES

Landlord leases to Tenant and Tenant leases from Landlord the premises located at 1702 17th Avenue, Scottsbluff, Nebraska, legally described as:

Block 4, EAST PORTAL ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska, and, Lot 2, Subdivision of Block 9, EAST PORTAL ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska

The premises has been operated as a bowling alley, and included in the lease is all bowling equipment, pins, pin setting infrastructure, and all shoes, bowling balls, and miscellaneous equipment currently located on or in the premises. Also included is all restaurant equipment and appliances, office equipment, and all other miscellaneous personal property currently located in the premises. Parties shall complete an inventory of personal property located on or in the premises at the time possession under this lease is given to Tenant.

USE OF PREMISES

The Premises shall be used by Tenant for the purpose of operating a bowling alley, restaurant, and family entertainment center, and for such purposes as Tenant shall elect, provided Tenant shall not use or occupy, or permit the use or occupancy of the leased Premises, or any part thereof, in any unlawful manner or for any illegal purpose or

in such manner as to constitute a nuisance or in violation of any provision of this lease, the terms and conditions of any certificate of occupancy applicable to the Premises, or for any purpose or in a manner which may cause structural injury, and shall not use or occupy, or permit the use or occupancy of the Premises, for any purpose not permitted by the laws, rules, regulations, and ordinances of the applicable governmental authorities. The premises, and all equipment and personal property included in this lease shall be maintained by Tenant in a good and serviceable condition, and shall, at the expiration of this lease or any extension or renewal term thereof, be restored to Landlord in its present condition, reasonable wear and tear associated with normal use excepted.

TERM OF LEASE

The Term of this lease shall commence on the date possession of the premises is given to Tenant, and shall continue for a period of TWO (2) years, commencing on the 1st day of MAY 2023 and continuing for 24 months thereafter. Landlord and Tenant agree that they will discuss renewal or extension of the lease, and or purchase of the premises by Tenant, sixty days before the expiration of the term of this lease, and if a renewal, extension or purchase is agreed to, the parties shall execute a new lease or agreement for the same.

RENT

Tenant shall pay to Landlord as rent for the leased premises, the sum of \$48000, which sum shall be paid in monthly installments of \$2000.00 each, commencing on MAY 1, 2023, and a like amount of \$2000.00 on the first day of each month thereafter for the full 24 month period.

PAYMENT OF RENT

Tenant shall pay all Rental payments when due and payable, without any setoff, deduction or prior demand therefor whatsoever. Any Rental, or other sum due Landlord under the terms of this Lease, not paid when due shall bear interest from the original due date at the rate of not less than 14% per annum until paid.

TENANTS MAINTENANCE AND REPAIR OF BUILDING

Tenant shall maintain the interior and exterior of the building in a neat and orderly fashion, and shall not allow waste or neglect to diminish the value of the building or detract from its appearance. Tenant shall be responsible for making all necessary repairs to the plumbing, electrical and lighting, and maintenance of the heating system in the building, and to the pin setting equipment, bowling lanes, fire protection system and all other improvements, fixtures, appliances, equipment, and personal property located in the premises. Tenant shall have the responsibility of replacing light bulbs and florescent lighting as the same shall be required during the term of the lease, and keeping and maintaining the parking lot, sidewalks and exterior of the building, including the roof, in good condition. Tenant shall keep the parking lot and walkways free of snow and ice, and in a safe condition for customer and patron use. This lease is to be a "Tripple Net" lease, with the Tenant responsible for all necessary repairs and maintenance of the premises, and the parties specifically acknowledge that the amount of rent to be paid to Landlord for the premises for a building of the size and included improvements as the current premises, has been set and agreed to with recognition of the obligations of Tenant in mind.

ALTERATIONS TO THE PREMISES

Tenant shall not, without the written consent of Landlord, be permitted to make any structural modification to or remodeling of the premises, including by way of example but not limitation, removal or relocating of interior walls, doorways, windows or hallways, removal of wall or floor coverings, lighting fixtures or plumbing fixtures, removal of any bowling alley infrastructure, including lanes and pin setting equipment. Landlord will consider any request of Tenant for permission to remodel or make structural modifications to the premises, and will not unreasonably withhold such consent provided the same shall not diminish the value or utility of the premises, and provided further that Tenant shall provide Landlord with a detailed description of the proposed work and Tenant's plan for restoring the premises at the expiration of the term of this lease. All improvement to the building and premises shall remain with the premises at the expiration of this lease, and shall be the property of Landlord.

UTILITIES

Tenant shall pay all utility charges for water, gas, electricity, sewer, trash removal and other city services and utility charge, accruing during the term of the lease or any extension or renewal thereof, promptly when the same shall be due. In the event any deposits for utilities shall be required, Tenant shall pay the same, and shall cause the utility accounts to be established in Tenant's name.

ASSIGNMENT AND SUBLEASE

Tenant shall not be permitted, without the consent of Landlord, to assign or sublet the premises or any portion thereof, except to a subsidiary or other division of Tenant. Any assignment or sublease shall not relieve Tenant of its obligations to Landlord provided for herein.

TAXES

Landlord shall be responsible for and agrees to pay all real estate taxes and assessments accruing before or during the term of the lease.

INSURANCE

Tenant shall, during the term of this lease agreement, keep in effect casualty and hazard insurance, insuring the premises against loss from fire, flood and other occurrence. Tenant shall additionally purchase and maintain public premises liability insurance in an amount not less than \$1,000,000.00. Tenant shall be responsible for any renters insurance, insuring Tenant's contents and personal property located within the premises. The premium cost for premises liability insurance and casualty and hazard insurance shall be split between the parties. Tenant shall, at the commencement of this lease, provide Landlord with a certificate of insurance demonstration that tenant has in full force and effect the required insurance, and the casualty and hazard insurance shall identify Landlord as having the insurable interest. Tenant shall at the time of renewal of such insurance provide Landlord with additional certificates of insurance.

LANDLORD'S RIGHT TO ENTER THE PREMISES

During the term of this lease, Landlord shall have the right to enter the premises at reasonable times to view and inspect the premises, make repairs and alterations which are the responsibility of Landlord, and take such other action as shall be necessary to protect and preserve the integrity and value of the premises.

PURCHASE OF REPLACEMENT PROPERTY

Tenant may, during the term of this lease, purchase additional bowling balls, shoes or other equipment, or purchase additional appliances or other items of personal property to be used in the operation of the bowling alley and restaurant. Personal property, equipment or appliances purchased to replace damaged or destroyed personal property currently in the premises, shall remain in the premises at the expiration of the lease, and be the property of Landlord. Any additional personal property, equipment, appliances, games, arcade property, or other personal property, not affixed to the real estate, shall remain the property of Tenant at the expiration of this lease, and Tenant shall be entitled to remove the same (as long as removal does not cause damage to the premises). Personal property affixed to the real estate, e.g. water softener, water heater, air conditioner units, ceiling lighting, signage, wall and floor coverings, shall remain with the premises at the expiration of the lease, and shall be the property of Landlord. Tenant shall purchase and replace any such personal property and equipment, damaged or destroyed during the term of this lease.

DEFAULT AND TERMINATION

In the event Tenant:

1. Fails or refuses to perform any of its obligations under this lease; including without limitation, the obligation to pay rent;
2. Breaches any covenant or condition of this lease;
3. Abandons the premises;
4. Files or has filed against it, any case under the Federal Bankruptcy Act;
5. Suffers or allows any event to occur which reasonably impairs its ability to perform the terms of this lease or the value of the premises;

Landlord may terminate this lease effective fifteen (15) days after notice of termination is given Tenant unless Tenant shall, within such period, cure any breach, failure to perform, or cause to be eliminated any condition impairing the premises or Tenant's ability to perform the terms of this lease without interruption. In the event Landlord shall terminate this lease as provided for herein, Tenant shall immediately restore possession of the premises to Landlord, and agrees to and by these presents does assign to Landlord all rents and profits of the premises. Upon termination of the lease as provided for herein, Landlord shall be entitled to maintain any action at law or in equity available to Landlord arising out of the default by Tenant.

RESTORATION OF PREMISES


At the expiration of the term of this lease, unless extended or renewed. Tenant shall restore possession of the premise to Landlord in a clean, neat and orderly fashion, and in the same condition as the same are presently in, reasonable wear and tear associated with normal use excepted, and excepting further any change in condition of the premises caused by remodeling if agreed to by Landlord as provided for herein

LIMITATION OF LANDLORD'S PERSONAL LIABILITY

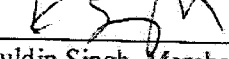
Tenant specifically agrees to, and by the presents does indemnify and hold Landlord harmless for any claim, cause of action or damage sustained by Landlord arising out of the possession of or use of the premises by Tenant.

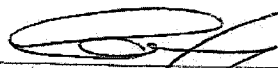
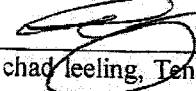
ENTIRE AGREEMENT-BINDING EFFECT

This Lease contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. This agreement shall bind the parties, their heirs, assigns except as provided for herein, personal representatives and successors in interest.

Dated this 2 day of May, 2023 

Cheema Investments, LLC, Landlord

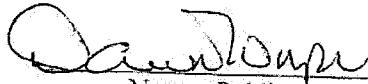
By: 
Kuldip Singh, Member/Manager


27th St bro's LLC, Tenant

chad leeling, Tenant

STATE OF NEBRASKA)
) ss

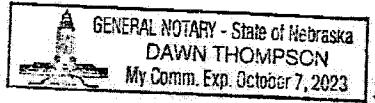
COUNTY OF SCOTTS BLUFF)

The foregoing Lease Agreement was acknowledged before me this day of
MAY, 1, 2021, by Kuldip Singh, for and on behalf of Cheema Investments, LLC,
LANDLORD herein.



Notary Public

My Commission Expires:



STATE OF NEBRASKA)

) ss

COUNTY OF SCOTTS BLUFF)

The foregoing Lease Agreement was acknowledged before me this day of
MAY 1, by 27TH ST BRO'S and CHAD LEELING, Tenants herein.

Notary Public

My Commission Expires:

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
brenda.hiland@nebraska.gov
OTC Local Ref ID: 81990766
5/4/2023 12:11 PM

Status: **APPROVED**
Customer Name: Anne DeMaranville
Type: Visa
Credit Card Number: **** * 9489

Items	Quantity	TPE Order ID	Total Amount
Change of Location	1	78192564	\$45.00
License Number:: 124511			
Trade Name (DBA):: Brothers 27th st wings and burgers			
Address:: 2521 5th ave			
City:: Scottsbluff			
State:: NE			
Zip Code:: 69361			
Phone Number:: 3082253433			
Email Address:: chad.leeling@yahoo.com			
Total remitted to the Nebraska Liquor Control Commission			\$45.00
Total Amount Charged			\$46.12

City of Scottsbluff, Nebraska

Monday, June 5, 2023

Regular Meeting

Item Public Inp2

Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission on an application for Catering Endorsement (Class K) for Powerhouse on Broadway, LLC d/b/a Powerhouse Social, 1721 Broadway, Scottsbluff, NE.

and reconsider SDL applications for June 23; 2-10 p.m. for the Robidoux Rendevous Check-in and July 27th & Aug. 3rd, 4-10 p.m. for Bands on Broadway at the 18th Street Plaza.

Staff Contact: Kim Wright, City Clerk

APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

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

License
Class: K

License
Number: 125015



- Application fee \$100.00
- Please pay online at: www.ne.gov/go/NLCCpayport
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission

LICENSEE

Powerhouse On Broadway

TRADE NAME

Powerhouse Social

PREMISES ADDRESS

1721 Broadway

CITY

ZIP CODE

Scottsbluff 693101

CONTACT PERSON

Kerri Schaff

PHONE NUMBER

308-641-8008

EMAIL

Kerri@mcscchaff.com

Kerri H Schaff
Signature of **APPLICANT**

Kerri H Schaff
Printed Name of **APPLICANT**

Office use only

PAYMENT TYPE _____

AMOUNT _____ RCPT _____

RECEIVED: _____

DATE DEPOSITED _____



PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
brenda.hiland@nebraska.gov
OTC Local Ref ID: 82228098
5/10/2023 03:57 PM

Status: **APPROVED**
Customer Name: Kersch LLC, Kerri Schaff
Account Number: *****4218
Routing Number: 104900721

	Items	Quantity	TPE Order ID	Total Amount
Catering Endorsement (Class K)		1	78316288	\$100.00

License Number:: **125015**

Trade Name (DBA):: **Powerhouse Social**

Address:: **1721 Broadway**

City:: **Scottsbluff**

State:: **NE**

Zip Code:: **69361**

Phone Number:: **(308)641-8068**

Email Address:: **Kerri@mcschaff.com**

Total remitted to the Nebraska Liquor Control Commission	\$100.00
Total Amount Charged	\$101.75

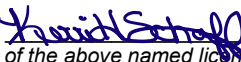
I authorize "" to electronically debit my account.

Customer Copy

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Powerhouse Social
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)
1721 Broadway, Scottsbluff, NE 69361
Retail Liquor License Address or Non-Profit Business Address
125015
Retail License Number or Non-Profit Federal ID #
Consecutive Dates only
Event Date(s): June 23, 2023
Event Start Time(s): 2p
Event End Time(s): 10p
Alternate Date: _____
Alternate Location Building & Address: _____
Event Building Name: 18th Street Plaza
Event Street Address/City: 18th Street, Scottsbluff
Indoor area to be licensed in length & width: _____ X _____
Outdoor area to be licensed in length & width: 260' X 155' (Diagram Form #109 must be attached)
Type of Event: Robidoux Rendevous Check-In Estimate # of attendees: 300
Type of alcohol to be served: Beer X Wine X Distilled Spirits X
(If not marked, you will not be able to serve this type of alcohol)
Event Contact Name: Aaron Raines Event Contact Phone Number: _____
Event Contact Email: Aaron.Raines@specialized.com

*Signature Authorized Representative:  Printed Name Kerri Schaff
I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:
The local governing body for the City/Village of _____ **OR** County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature Date

**Special Designated License
Local Recommendation (Form 200)**
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

POWERHOUSE ON BROADWAY LLC

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1721 Broadway, Scottsbluff

Retail Liquor License Address or Non-Profit Business Address

125015

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): July 27, 2023 _____

Event Start Time(s): 4p _____

Event End Time(s): 10p _____

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: 18th Street Plaza

Event Street Address/City: 18th Street, Scottsbluff

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 260' X 155' (Diagram Form #109 must be attached)

Type of Event: Bands On Broadway Estimate # of attendees: 300

Type of alcohol to be served: Beer X Wine X Distilled Spirits X
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Sharaya Toof Event Contact Phone Number: 308-632-0052

Event Contact Email: Stoof@scottsbluff.org

*Signature Authorized Representative: Herri Schaff Printed Name Herri Schaff
I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**Special Designated License
Local Recommendation (Form 200)**
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

POWERHOUSE ON BROADWAY LLC

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1721 Broadway, Scottsbluff

Retail Liquor License Address or Non-Profit Business Address

125015

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): Aug. 3, 2023 _____

Event Start Time(s): 4p _____

Event End Time(s): 10p _____

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: 18th Street Plaza

Event Street Address/City: 18th Street, Scottsbluff

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 260' X 155' (Diagram Form #109 must be attached)

Type of Event: Bands On Broadway Estimate # of attendees: 300

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Sharaya Toof Event Contact Phone Number: 308-632-0052

Event Contact Email: Stoof@scottsbluff.org

*Signature Authorized Representative: Herri Schaff Printed Name Herri Schaff

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

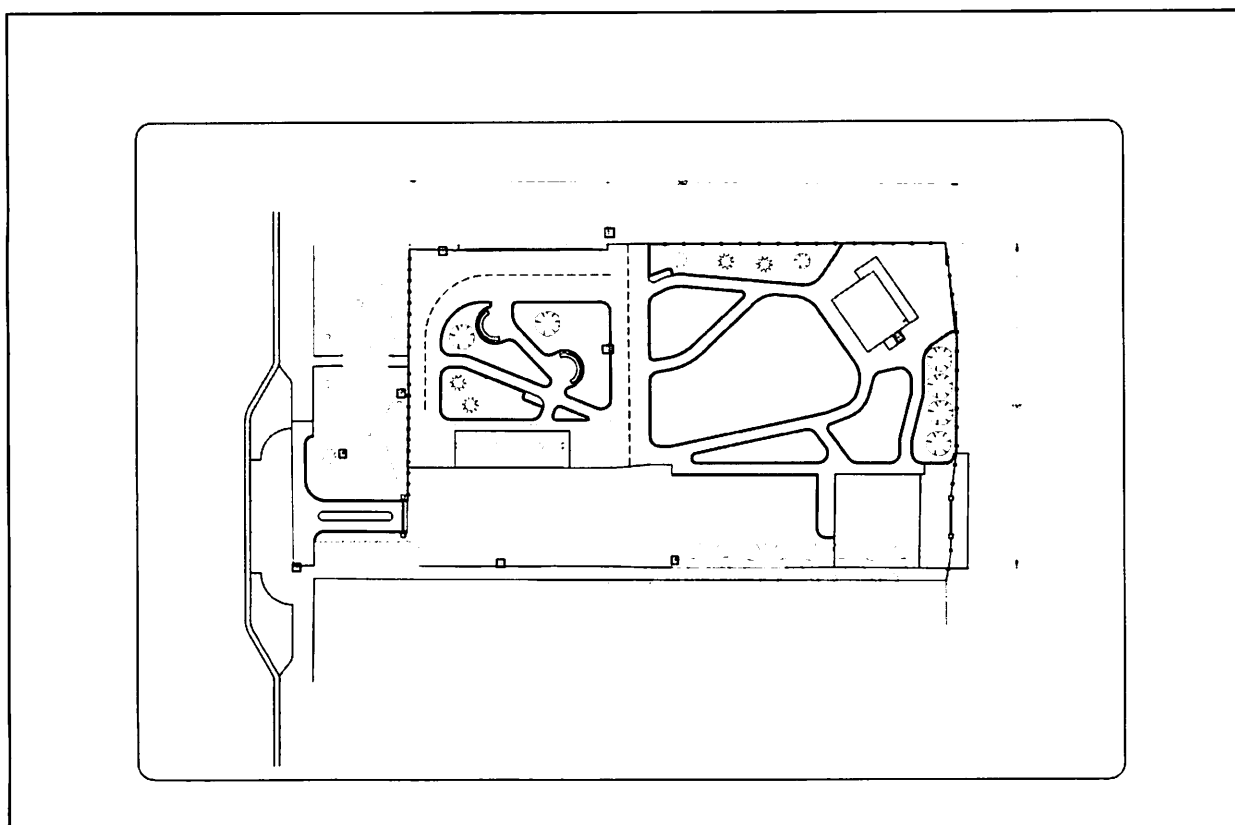
Date

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Area is enclosed by fencing & an employee will be at each entrance.

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



Form 109
Rev Nov 2016

City of Scottsbluff, Nebraska

Monday, June 5, 2023

Regular Meeting

Item Public Inp3

Council to discuss and consider action on seven Special Designated Liquor Licenses for Rosita's Restaurant to serve beer, wine, and distilled spirits at Bands on Broadway, June 22nd, 29th, July 6th, 13th, 20th, 27th, & Aug. 3rd from 4-10 p.m. at the 18th Street Plaza.

Staff Contact: Kim Wright, City Clerk

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Rosita's Restaurant

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1205 East Overland

Retail Liquor License Address or Non-Profit Business Address

025711

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): June 22nd, 2023

Event Start Time(s): 4:00 pm

Event End Time(s): 10:00 pm

Alternate Date:

Alternate Location Building & Address:

Event Building Name: 18th Street Plaza

Event Street Address/City: 18th Street Scottsbluff

Indoor area to be licensed in length & width: ___ X ___

Outdoor area to be licensed in length & width: 160 X 245 (Diagram Form #109 must be attached)

Type of Event: Bands on Broadway Estimate # of attendees: 500

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rosy Florez Event Contact Phone Number: 308-641-0038

Event Contact Email: Rosyflrz@gmail.com

*Signature Authorized Representative: [Signature] Printed Name Rosemary Florez

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Rosita's Restaurant

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1205 E. Overland

Retail Liquor License Address or Non-Profit Business Address

025711

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

June 29th, 2023

Event Start Time(s):

4pm

Event End Time(s):

10pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name:

18th Street Plaza

Event Street Address/City:

18th Street Scottsbluff

Indoor area to be licensed in length & width: ___ X ___

Outdoor area to be licensed in length & width: 160 X 245 (Diagram Form #109 must be attached)

Type of Event:

Bands on Broadway

Estimate # of attendees: _____

Type of alcohol to be served:

Beer Wine Distilled Spirits

(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name:

Rosy Florez

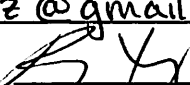
Event Contact Phone Number:

308-641-0038

Event Contact Email:

rosyflrz@gmail.com

*Signature Authorized Representative:



Printed Name

Rosemary Florez

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Rosita's Restaurant

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1205 East Overland

Retail Liquor License Address or Non-Profit Business Address

025711

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): July 6th, 2023

Event Start Time(s): 4pm

Event End Time(s): 10pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: 18th Street Plaza

Event Street Address/City: 18 Street Scottsbluff

Indoor area to be licensed in length & width: X

Outdoor area to be licensed in length & width: 160 X 245 (Diagram Form #109 must be attached)

Type of Event: Bands on Broadway Estimate # of attendees: 500

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rosy Florez Event Contact Phone Number: 308-641-0038

Event Contact Email: RosyF1r2@gmail.com

*Signature Authorized Representative: [Signature] Printed Name Rosemary Florez

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Rosida's Restaurant

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1205 E. Overland

Retail Liquor License Address or Non-Profit Business Address

025711

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): July 13th, 2023

Event Start Time(s): 4pm

Event End Time(s): 10pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: 18th Street Plaza

Event Street Address/City: 18th Street Scottsbluff

Indoor area to be licensed in length & width: ___ X ___

Outdoor area to be licensed in length & width: 160 X 245 (Diagram Form #109 must be attached)

Type of Event: Bands on Broadway Estimate # of attendees: 500

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rosy Florez Event Contact Phone Number: (308) 641-0038

Event Contact Email: rosyf1r3@gmail.com

*Signature Authorized Representative: [Signature] Printed Name Rosemary Florez

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

**Special Designated License
Local Recommendation (Form 200)**
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Rosita's Restaurant
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1205 East Overland
Retail Liquor License Address or Non-Profit Business Address

025711
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): July 20th, 2023

Event Start Time(s): 4pm

Event End Time(s): 10pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: 18th Street Plaza

Event Street Address/City: 18th Street ~~808~~ Scottsbluff

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 1100 X 245 (Diagram Form #109 must be attached)

Type of Event: Bands on Broadway Estimate # of attendees: 500

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rosy Florez Event Contact Phone Number: 308-641-0038

Event Contact Email: rosyflr2@gmail.com

*Signature Authorized Representative: [Signature] Printed Name Rosemary Florez

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Rosita's Restaurant

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1205 E. Overland

Retail Liquor License Address or Non-Profit Business Address

685711

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): July 27th, 2023

Event Start Time(s): 4pm

Event End Time(s): 10pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: 18th Street Plaza

Event Street Address/City: 18th St. Scottsbluff

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 1100 X 245 (Diagram Form #109 must be attached)

Type of Event: Bands on Broadway Estimate # of attendees: 500

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rosy Florez Event Contact Phone Number: (308) 641-0038

Event Contact Email: rosyflrz@gmail.com

*Signature Authorized Representative: [Signature] Printed Name Rosemary Florez

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Rosita's Restanmat

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

1205 E. Overland

Retail Liquor License Address or Non-Profit Business Address

025711

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): Aug. 3rd, 2023

Event Start Time(s): 4pm

Event End Time(s): 10pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: 18th Street Plaza

Event Street Address/City: 18th Street Scottsbluff

Indoor area to be licensed in length & width: _____ X _____

Outdoor area to be licensed in length & width: 160 X 245 (Diagram Form #109 must be attached)

Type of Event: Bards on Broadway Estimate # of attendees: 500

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Rosy Florez Event Contact Phone Number: (308) 641 0038

Event Contact Email: rosyf1r7@gmail.com

*Signature Authorized Representative: Rosy Printed Name Rosemary Florez

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license

*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

City of Scottsbluff, Nebraska

Monday, June 5, 2023

Regular Meeting

Item Public Inp4

Council to receive an update on the Creative District.

Staff Contact: Sharaya Toof, Economic Development Director

City of Scottsbluff, Nebraska

Monday, June 5, 2023

Regular Meeting

Item Reports1

Council to discuss and consider action on a request from Jennifer Reisig, representing the WNCC Foundation, regarding funding for the 2023 Monument Marathon to assist with marketing of the event.

Staff Contact: Sharaya Toof, Economic Development Director



REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting or forwarded to City staff for appropriate action.

Name: _____

Address: _____

Telephone #: _____

Date of Request: _____

Description of Requested Topic: _____



**City of Scottsbluff
Community Funds Request**

Applicant Information:

WNCC Foundation
PVC Monument Marathon
1601 E 27th Street

Jennifer Reisig, WNCC Foundation Executive Director
308-630-6550
reisigj1@wncc.edu

Funding Request: \$7,500

Intended Use of Funding: Target marketing/re-marketing through social media and Google.

Organization Information

The WNCC Foundation is a 501c3 non-profit supporting the mission of Western Nebraska Community College. The Foundation provides financial support for scholarships, programs, student emergency funding, and capital improvements.

Description of Event

On September 30, 2023, the 12th annual Platte Valley Companies (PVC) Monument Marathon will showcase the scenic beauty of Western Nebraska from the Wildcat Hills State Recreation Area, through Mitchell Pass alongside the Oregon Trail, and around the Scotts Bluff National Monument. The Monument Marathon is a multi-distance event, with a full marathon (26.2 miles), half-marathon (13.1 miles), 5K, and a half-marathon 3-person relay. From the beginning, the goals of the Monument Marathon, have remained constant:

- Promote a healthy lifestyle
- Introduce and promote scenic Western Nebraska
- Bring outside tourism dollars into the communities of Scotts Bluff County
- Raise funds to support the students at Western Nebraska Community College

Proceeds from the Monument Marathon serve as the major annual fund raiser for the WNCC Foundation in support of student scholarships, programs, and emergency student needs at Western Nebraska Community College (WNCC). The WNCC Foundation awards over \$300,000 in scholarships and student emergency funds annually, in addition to supporting programs, capital projects and student success initiatives. To date, over half a million dollars has been raised by the Monument Marathon since 2012.

The 2022 Monument Marathon had 554 registrations, a 12% increase over 2021. The total number of registrations was higher than the previous five-year average. Our 2023 goal is to maintain the steady increase in race participation by continuing to build on the strong foundation of marketing and the excellent reputation our event has established.

2023 Marketing & Tourism

We began marketing for the 2023 Monument Marathon during the 2022 Monument Marathon Expo with a save-the-date magnet for “Nebraska’s Most Beautiful Race” in every runner bag. We promote “Nebraska like you’ve never seen it”, displaying the natural landmarks, the pine-covered hills, rugged badlands, and peaceful rural landscapes through professional video and photography in all our marketing.

In 2022, the event saw a 40% increase in the number of participants that learned of the Monument Marathon through targeted social media/digital marketing. Participants registered for the Monument Marathon represented 33 different states, 206 different cities, and 5 different countries. Of the 2022 participants, 367 or 66% were new to the event. Each year we have the challenge of replacing “one-time runners” and increasing total participation to grow the overall event numbers, making our digital marketing reach extremely important.

Grant funding will provide us with the capacity to run continuous digital marketing throughout the 2023 campaign, keeping our event in front of our target audience. We will be able to continue to contract with third-party professionals who can better target our preferred audience, increase our digital marketing reach, as well as boost our marketing targeted specifically toward areas within a few hours to a day’s drive. (Please see attached map.)

Increasing our exposure and targeting from 100 miles to 450 miles outside Scotts Bluff County through social media, Google Targeting & Remarketing, live race expos, and Colorado Runner Magazine are our best sources of marketing. Grant funding for the 2023 event will allow us to continue to build on our social media and digital presence in this targeted area and bring new people to the valley.

Our principal target audience is US Runners. As a USATF sanctioned event, our race provides an opportunity for competitive runners to qualify for the Boston Marathon. In addition to competitive runners, we target full/half marathon runners who have set a goal to run in all 50 states. Our goal is for our target audience to consider the Monument Marathon as more than an individual event – but instead consider it an opportunity to bring their family and/or friends to enjoy the rich history, immense beauty, and unique opportunities of Western Nebraska.

Local and Regional Support

The Monument Marathon is coordinated by the WNCC Foundation Staff as well as community volunteers that make up a Steering Committee overseeing the event organization. Additional volunteers serve on a Race Crew that oversees the course. The event has over 300 volunteers that serve as expo personnel, course marshals, bike marshals, and parking attendants – just to name a few. Volunteers from community organizations, student groups from local high schools, and WNCC students work at aid stations, along the course, and start/finish line areas. Other sources of support include sponsorships and in-kind donations from local businesses.

The day prior to the Monument Marathon, the Gering Civic Center hosts our pre-race expo for runner check-in and includes sponsors, small local businesses, and local tourism attractions. Five Rocks Amphitheater, Robidoux RV Park, Wildcat Hills Nature Center, Scotts Bluff National Monument, Flyover Brewery, Scotts Bluff County Roads, and City of Gering Roads all collaborate with us to make the event possible. The safety of our runners is made a priority through partnerships with Region 22 Emergency Management, Valley Ambulance, and our local city/county law enforcement agencies as well as the state, county, and local road entities. Local medical professionals volunteer their time to provide post-race recovery assistance.

With the assistance of community funding from the City of Scottsbluff, we can continue to grow our reach through increased targeted digital marketing. This premier event showcases the historical beauty of Western Nebraska, bringing not only additional runners, but their friends and families to experience all we have to offer. The Monument Marathon Steering Committee and Race Crew, along with the WNCC Foundation and College appreciate the opportunity to partner with the City of Scottsbluff as a Monument Marathon supporter.

Below are just a few of the comments we have received from our participants when asked what they like most about this event:

“The beautiful course and the helpful, friendly volunteers!”

“I really appreciated all of the volunteers who helped out - parking lot, bag drop, sidelines, bike assistants, the sign-up/swag pick-up event the day before...the whole thing was inspiring.”

“I love the community support! The beauty of the race is certainly a draw.”

“It was so beautiful, the weather was perfect, I loved all the variety in surfaces.”

“Everything, the scenery, people, and event are awesome. It is such a well-run event.”

“Great, great course and outstanding runner support.”

Targeted Marketing Area Map



Sample of marketing photography taken during 2022 Monument Marathon.

Snapshots of new video footage filmed during 2022 Monument Marathon.





City of Scottsbluff, Nebraska

Monday, June 5, 2023

Regular Meeting

Item Reports2

Council to discuss and consider action on the Non-Exclusive License and Management Agreement for the Use of Municipal Property for Softball League between the City and Christopher R. Guzman and authorize the Mayor to sign the Agreement.

Staff Contact: Kevin Spencer, City Manager

Non-Exclusive License and Management Agreement for Use of Municipal Property for Softball League

This Non-Exclusive License and Management Agreement (the "License"), dated for reference purposes only as of the 18th day of May, 2023, is entered into by and between the City of Scottsbluff, Nebraska, a Municipal Corporation ("Licensor") and Christopher R. Guzman ("Licensee").

RECITALS

- A. Licensor owns the real estate known as Lacy Park.
- B. The Premises includes several softball playing fields, a concession stand and associated improvements and structures (the "Premises").
- C. Licensee is interested in managing a community softball league, to include several adult teams.
- D. Licensee desires to utilize the Premises for an adult softball league (the "softball league") and is willing to enter into this License in order to manage the softball league on the Premises in accordance with the License.
- E. Licensor desires to enter into this non-exclusive License whereby Licensee shall license and use the Premises for a softball league subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Premises. Licensor desires to license to Licensee the Premises. Such area includes the ball field(s) and the improvements associated with the ball field(s), including, but not limited to, the bleachers, stands, restroom facilities and concession stand. Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licensor, for the License Term, and Licensee agrees to pay the license fee, and to perform all of Licensee's obligations described herein. The parties agree that Licensee shall have the non-exclusive right to use the Premises and such other portions of the Premises as is necessary for Licensee to access and use the Premises for a softball league. Licensee understands the license is not exclusive. Licensor will attempt to give him priority for use of the Premises, however, Lacy Park as well as the Premises will remain open to other leagues organized by the public and approved by the Licensor. Lacy Park shelters and fields may be used by the public when not needed for softball league games and tournaments. The Licensor may grant other licenses to use the Premises for activities and Licensee agrees to cooperate with Licensor to schedule activities on the Licensed Premises for shared use.

2. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation and management of the softball league during the License Term. Licensee recognizes the Premises maybe utilized for other organized activities licensed by Licensor. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including health and safety regulations as well as all resolutions and ordinances of Licensor (the "Rules"), including the ban on possession and consumption of alcohol. Licensee represents and covenants to Licensor that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all coaches or appropriate personnel utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all team managers to ensure that the Rules are followed.

3. Term. The License shall be for a term of four (4) months commencing effective as of May 1, 2023. Either party shall have the right to terminate this License by providing the other party with no less than thirty (30) days prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensor determines, in Licensor's discretion, that Licensee has failed to manage and operate the softball league in accordance with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.

4. License Fee. The parties agree the License Fee for the term of this License shall be \$2,000.00, payable on or before June 6, 2023.

5. Acceptance of Premises. By using the Premises for the softball league, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's softball league. Licensee shall secure Licensor's permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor's sole discretion.

6. Quiet Enjoyment. Upon Licensee observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee hereunder, Licensee shall have the non-exclusive right to use the Premises for the softball league, subject to all of the provisions of this License.

7. Maintenance. a. Licensee shall, during the term of this License, and at his sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for the purposes set forth in this License. Such obligation shall include, but not be limited to, cleaning restroom facilities while players and fans are present and after softball league use so they are left as they were found. Licensee shall also ensure that the concession stand, if any, is only allowed open if all requirements set forth in the Rules are followed. Licensee shall ensure that the stands or bleachers or other facilities are only utilized in accordance with the applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules. Licensor shall be responsible for any mowing, irrigation, or application of fertilizer or weed control on the Premises in accordance with past practices of Licensor and as set forth below.

b. Licensor shall prepare four (2) fields on the Premises, two (2) times per week which is approximately thirty-six (36) times throughout the term. Licensor will mark the batter's box and foul lines to the outfield fence for scheduled games. Licensor will also fill, pack, rake and drag the infields prior to chalking to ensure all low spots are filled in around the batter's box, area surrounding the bases and any other areas that do not represent a level playing surface. The Licensor will maintain proper moisture levels to minimize dust and erosion of the playing surface and to expedite the packing of the soil as desired, secure bases in a level position, and make a reasonable attempt to prepare the Premises during wet and rainy conditions. The decision on whether or not to play softball on the fields will be made by the Licensee and shall take place on the day of the scheduled game, but only after consultation with the Licensor. The Licensor will begin preparing the Premises at approximately 7:00 a.m. on the day of scheduled games and will not be responsible for poor field conditions caused by others after the completion of the preparation of the Premises for that day. Licensor will provide the materials for the operation and maintenance of the fields. However, the Licensee must keep the restrooms and concession stand clean, neat and orderly and only operated according to the Rules, if they are allowed to be operated. Licensee agrees to promptly notify Licensor of any maintenance or repair that is the responsibility of Licensor hereunder. Provided, however, Licensee shall be responsible for any of the same if they are caused by Licensee's misuse or damage to the Premises. If Licensee has a tournament, he must notify Licensee in advance so other activities may be scheduled, and Licensee must provide his own materials and machines to pull the drag mat, but may use the Licensor's chalk applicator, batter box template and mat drag and arrange to have the septic system pumped out.

8. Insurance. During the License Term, Licensee shall, at his own cost and expense, procure and continue in force such insurance policies as are required by Licensor. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000. Licensor shall be named as an additional named insured on all such policies of

insurance. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with Licensor prior to the commencement date of the term hereof.

9. Licensee's Indemnification. Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof, whether the same are raised during the term hereof or after.

10. Assignment. Licensee shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

11. No Re-license. Licensor's consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Licensor agrees in writing. The collection or acceptance of rent or other payment by Licensor from any person other than Licensee shall not be deemed the acceptance of any assignee or sub-licensee as the Licensee hereunder or a release of Licensee from any obligation under this License.

12. Default. A Default shall occur upon the failure by Licensee to observe or perform any of the provisions of this License if such failure continues for a period of ten (10) days, or such other period if this License specifically provides a different period for a particular failure, after written notice by Licensor to Licensee of such failure. However, with respect to any failure which cannot reasonably be cured within ten (10) days, a Default shall not be considered to have occurred if Licensee commences to cure such failure within such ten (10) day period and continues to proceed diligently with the cure of such failure.

13. Remedies. On the occurrence of a Default, Licensor may at any time thereafter, with or without notice or demand and without limiting Licensor in the exercise of a right or remedy which Licensor may have by reason of such default or breach, exercise any rights or remedies Licensor may have at law or in equity, including, but not limited to, one or more of the following:

- A. declare the License at an end and terminated;
- B. sue for the rent due and to become due under the License;
- C. sue for any damages sustained by Licensor;

D. cure any breaches of Licensee's obligations to pay utilities, provide insurance, or properly maintain the Premises.

14. Non-Exclusive Remedies. The remedies of Licensor set forth in Section 13 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein.

15. Default by Licensor. Licensor shall not be liable to Licensee if Licensor is unable to fulfill any of its obligations under this License, if Licensor is prevented, delayed, or curtailed from so doing by reason of any cause beyond Licensor's reasonable control. Licensor shall not be in default unless Licensor fails to perform obligations required of Licensor within a reasonable time, but in no event later than thirty (30) days after written notice by Licensee to Licensor, specifying Licensor's failure to perform such obligation; provided, however, that if the nature of Licensor's obligation is such that more than thirty (30) days are required for performance, then Licensor shall not be in default if Licensor commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation.

16. Entry by Licensor. Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as Licensor requires.

17. Notices. Any notices required or permitted to be given under this License shall be in writing and may be delivered personally or by certified mail to the other party at the address set forth below. Any notice given by mail shall be deemed received two (2) business days following the date such notice is mailed as provided in this Section. Any notice given by electronic mail or personally delivered shall be effective upon receipt. Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

- a. Licensor's Address: 2525 Circle Drive
Scottsbluff, NE 69361
- b. Licensee's Address: 180397 Experiment Farm Road
Mitchell, NE 69357

18. Applicable Laws. This License shall be governed by and construed in accordance with the laws of the State of Nebraska.

19. Modification. This License contains all of the terms and conditions agreed upon by the Licensor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and any other contemporaneous documents. This License may not be modified or changed except by written instrument signed by Licensor and Licensee.

20. Relationship of Parties. Neither the method of computation of the License Fee nor any other provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee, other than the relationship of Licensor and Licensee.

21. Waiver. The acceptance of the License Fee or other payments by Licensor, or the endorsement or statement on any check or any letter accompanying any check for the license fee or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Licensee regardless of whether Licensor had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

22. Partial Invalidity. If any term or provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

23. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this License but shall be interpreted according to the application of rules of interpretation of contracts generally.

24. Memorandum of License. Licensee shall not be permitted to file a memorandum of the License or other documents in the real estate records of the County including the Premises.

25. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensor, Licensee, and their respective successors and assignees.

26. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Execution Page

“LICENSEE”

Chris Guzman

"LICENSOR"
City of Scottsbluff, Nebraska,
A Municipal Corporation,

By: Jeanne McKerrigan, Mayor