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

Regular Meeting
November 4, 2013
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Consent Calendar:
   a) Approve the minutes of the October 21, 2013 Regular Meeting.
   b) Set a public hearing for November 18, 2013, 6:05 p.m., regarding the acquisition of property located at 1308 17th Street, Scottsbluff.
   c) Approve the City Manager’s appointment of Megan Heyward to the Parks, Recreation and Cemetery Board.
   d) Approve the City Manager’s appointment of David Gompert to the Planning Commission.
7. Claims:
   a) Regular claims
8. Petitions, Communications, Public Input:
   a) Council to remove from the table the manager application for Applebee’s liquor license.
   b) Council to consider a new manager application for Margaret Stine for the Applebee’s liquor license located at 2621 5th Ave., Scottsbluff.
   c) Council to consider the staff recommendation regarding a claim from Jim Graff in the amount of $850.00 for alley maintenance of the 1700 Block of Ave. E.
9. Bids & Awards:
   a) Council to consider awarding the bid for a new, six wheel street sweeper for the Transportation Department to Nebraska Environmental in the amount of $126,306.00.

10. Reports from Staff, Boards & Commissions:

   a) Council to consider approval of credit card merchant agreement with ETS and approval of terminal rental agreement with ETS.

   b) Council to consider authorzing the Mayor to sign the contract with Seewald for work on the Westmoor Pool.

   c) Council to consider the Keno Remote Location Operating Agreements at Backaracks, 1402 East 20th Street and the Sugar Club, 705 East Overland and authorize the Mayor to execute the agreements.

   d) Council to consider an Ordinance dealing with a change in fees charged for water, wastewater, environmental services and various fee changes.

   e) Council to acknowledge and express appreciation of the service of Council Member Deibert.

11. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person

12. Council reports (informational only):

13. Scottsbluff Youth Council Representative report (informational only):

14. Adjournment.

City of Scottsbluff, Nebraska

Monday, November 4, 2013

Regular Meeting

Item Consent1

Approve the minutes of the October 21, 2013 Regular Meeting.

Staff Contact: Cindy Dickinson

Regular Meeting
October 21, 2013

The Scottsbluff City Council met in a regular meeting on Monday, October 21, 2013 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 October 18, 2013, in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the council meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the 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 delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on October 18, 2013. An agenda kept continuously current was available for public inspection at the office of the city clerk at all times from publication of the notice to the time of the meeting.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Raymond Gonzales, Randy Meininger, Mike Deibert, and Scott Shaver (arrived at 6:05 p.m.). Absent: None.

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

City Clerk Dickinson announced that Mark McCarthy is qualified to be seated as a member of the City Council and acknowledged that the appropriate bond is in process. Mr. McCarthy read his pledge of Oath of Office and took his seat as a City Council Member. Roll call was taken, the following Council Members were present: Raymond Gonzales, Randy Meininger, Mike Deibert, Scott Shaver, and Mark McCarthy. Absent: None.

Mayor Meininger announced the following vacancies on boards due to the resignation of Dave Boeckner: Scottsbluff Drain Operating Committee; Resource, Conservation & Development Board; Riverside Discovery Center Board; and the League Association of Risk Management Board.

Moved by Mayor Meininger, seconded by Council Member Deibert, " to make the following appointments to Boards: Scottsbluff Drain Operating Committee – Randy Meininger; Resource, Conservation & Development Board – Mark McCarthy; Riverside Discovery Center Board – Mark McCarthy ; and League Association of Risk Management Board – no representation from the Scottsbluff City Council," "YEAS", Gonzales, McCarthy, Meininger, Deibert and Shaver "NAYS": none. Absent: None.

Moved by Council Member Deibert, seconded by Council Member Gonzales, that:

a) "The minutes of the October 7, 2013 Regular Meeting be approved,"

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b) “The City Manager’s appointment of Mark Westphal to the Planning Commission be approved,” “YEAS”, Gonzales, McCarthy, Meininger, and Deibert “NAYS”: Shaver. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Gonzales, “that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated October 21, 2013, as on file with the City Clerk and submitted to the City Council,” “YEAS”, Gonzales, Deibert, Shaver, McCarthy and Meininger, “NAYS” None. Absent: None.

3M CENTER-TRAFFIC CONTROL $190.40 SUPP; 911 CUSTOM $796.99 PARTS; ACCURINT $100.00 TECH ASST; ADAMS ELECTRIC SERVICES $196.42 REPAIRS; AIRGAS USA, LLC $4,829.34 MISC; ALAMAR UNIFORMS $2,693.63 UNIFORMS; AM WATER WORKS $180.00 CONF EXP; ANITAS GREENSCAPING $66.00 MAINT; ASSOC SUPPLY CO $1,125.97 SUPP; ASSURITY LIFE INSURANCE CO $72.21 INS; B&C STEEL $330.35 SUPP; BAKER & TAYLOR $63.80 BOOKS; BLUFFS SAN SUPPLY $18.76 SUPP; BNSF RAILWAY COMPANY $34,589.90 QUIET ZONE; FARM PLAN $324.58 SUPP; MELINDA BROWN $75.70 REFUND; BROWN/NELSON ELECTRIC $111.88 REPAIRS; BROWN SHOE FIT CO $491.97 UNIFORM; BUMPER TO BUMPER INC. $150.00 CONTRACTUAL; CAPITAL BUSINESS SYST $92.50 MAINT; CEMENTERS $418.90 SUPP; CNTR POINT LARGE PRNT $1,538.64 SUPP; CHEYENNE RADIOLOGY GROUP PC $55.48 PHYSICAL; CITY OF GERING $38,865.12 CONTRACTUAL; CITY OF SCOTTSBLUFF $39.92 REPAIRS, MISC; CONNECTING POINT $47.17 COPIER; CONTRACTORS MAT $144.69 SUPP; CNTY COURT SCB CNTY $1,576.00 COURT COSTS; COURTYARD BY MARRIOTT $218.00 CONF EXP; FACTUAL DATA-MIDWEST $19.00 BKGRND CHKS; CREDIT MANAGEMENT SERVICES INC $203.42 WAGE ATTACH; CRESCENT ELECT SUPPLY $354.97 SUPP; CULLIGAN $239.60 MAINT; DALES TIRE & RETREAD $1,578.17 PARTS; DANKO EMERGENCY EQUIP CO $952.49 SUPP, UNIF; MICHAEL DOWNEY $125.00 TREE REBATE; DUHAMEL BROADCASTING ENT. $325.00 PUB EDUC; EBSCO PUB $3,645.00 SUBSCPT; J G ELLIOTT $875.00 BOND; ELLIOTT EQUIP $49.29 PARTS; ENVIRO SERV $240.00 SAMPLES; GARRETT ESCALERA $46.80 WITNESS; FASTENAL $1,209.07 REPAIRS; FEDERAL EXPRESS $290.95 SHPNG EXP; FELSBURG, HOLT & ULLEVIG $243.97 CONTRACTUAL; FIRST STATE BANK $170,496.58 WARRANTS; FLOYDS SALES & SERV $122,772.00 NEW TRUCK; FRANK IMP $775.51 REPAIRS; FRONT RANGE FIRE APPARATUS $656.06 PARTS; FYR-TEK $1,801.90 SUPP; GALE GROUP $250.00 SUBSCPT; GERING VALLEY PLUMBING & HTG. $20,643.00 MAINT; GOLD WATCH LLC $750.00 CONTRACTUAL; JANIE GONZALES $77.47 REFUND; GRAPHIC SCREEN PRINTING $552.00 UNIFORMS; HAMPTON INN $242.85 CONF FEE; CHELSY D HAUCK $6.54 REFUND; HAWKINS $5,333.85 SUPP; HD SUPPLY WATERWORKS, LTD $11,025.77 PARTS; HEILBRUN FARM IND SUPP $2,483.82 PARTS; NICHOLE L HENDERSON $81.65 REFUND; JERRY HIGEL $1,642.51 TRAFFIC SIGNAL; TECHNICAL MAINTENANCE & SVC CO $998.32 REPAIRS; HOLIDAY INN EXP $400.00 TRNG EXP; HOME DEPOT CREDIT SERVICES $496.45 SUPP; HYDROTEX $1,582.92 SUPP; ICMA RETIREMENT TRUST $1,106.94 RETIREMENT; IDEAL LINEN $1,201.20 SUPP; IND PLMBG & HTG $271.79 REPAIRS; INTRALINKS $300.00 CONTRACTUAL; JIRDON AGRI CHEM $90.40 SUP; NATHAN JOHNSON $118.53 CONF EXP; KEEP SCOTTSBLUFF-GERING BEAUTI $10,209.18 RECYCLE PROGRAMS; CORY KILPATRICK $45.22 REFUND; KRIZ DAVIS $934.47 PARTS; LOGAN CONTRACT SUPPLY $18,675.00 SUPP; PERRY MADER $62.00 TRL EXP; MADISON NATIONAL LIFE $1,996.92 INS; HASLER FINANCIAL SVC,LLC $153.09 LEASE; MARIES EMBROIDERY $59.00 UNIFORMS; JIM MASSEY $257.33 REFUND; MENARDS $3,089.14 SUPP; METALMASTERS AUTOMATED TARGET $634.25 SUPP; MID-CONTINENT SAFETY LLC $216.50 SUPP; MONEY WISE OFFICE SUPPLIES $200.59 SUPP; ALICIA MONTANEZ $35.10 WITNESS FEES; MONUMENT CAR

WASH $25.14 CAR WASHES; MONUMENT PREVENTION COALITION $880.00 FUNDING; MURDOCHS RANCH & HOME SUPPLY $1,511.85 UNIFORMS, SUPP; NE DEPT OF REV $165.60 LODGING TAX; NE LIBRARY COMMISSION $1,513.90 SUPP, TRNG; NEBR MACHINERY $2,597.77 REPAIRS; NE SAFETY & FIRE EQUIP $336.80 PARTS; NE STATE VOL FIRFITER $400.00 MBERSHIP; NEBR ENVIRONMENTAL PRODUCTS $62.88 PARTS; NEBRASKA CODE OFFICIALS ASSN $250.00 CONF FEES; NORTHERN SAFETY CO $345.79 UNIFORMS; UPSTART ENTERPRISES, LLC $139.98 SUPP; OREGON TRAIL PLBG & HTG $88.00 REPAIRS; PANHANDLE CONCRETE $372.00 PARTS; PANHANDLE COOP $27,707.47 FUEL; PANHANDLE HUMANE SOC $4,881.32 FUNDING SUPPORT; PLATTE VALLEY NATL BANK $640.00 FEES; POPULAR SUBSCRIPTION SVC $2,349.01 SUBSCPTIONS; POSTMASTER $397.91 POSTAGE; PRO TIRE $1,416.85 MAINT; PROTEX CNTRL $694.64 INSPECT; PUBLIC AGENCY TRAINING COUNCIL $295.00 INVESTIGATION; QUILL CORP $9,760.19 MAINT; RAILROAD MANAGEMENT CO III,LLC $265.74 UTILITY CROSSING; REAMS SPRINKLER SUPP $1,320.00 PARTS; RGN 1 OFC HUMAN DVLPMNT $825.00 CONTRACTUAL; REG WEST PHYSICIANS $316.00 PHYSICAL; WY FIRST AID/SAFETY $68.99 SUPP; ROBINSON ELECTRIC $2,825.63 UTILITIES; SMEC $261.50 UNITED WAY; SANDBERG IMPLEMENT $493.11 SUPP; SCOTTSBLUFF BODY & PAINT $1,167.00 CONTRACTUAL; SCB FIREFIGHTERS UNION LOCAL 1 $195.00 DUES; SCOTTSBLUFF LANDSCAPING $425.00 MAINT; SCB POLICE OFFICERS ASS'N $396.00 DUES; SCB PUB SCHOOLS $23,598.72 LICENSE FEES; SCB SCREENPRINTING $284.00 UNIFORMS; SCB TENT & AWNING $32.50 REPAIRS; MC SCHAFF $37,536.25 CONTRACTUAL; CHARLOTTE SCHANEMAN $52.50 WITNESS FEES; CODY SCOTT $438.43 TRVL EXP; SHERIFFS OFFICE $567.71 PAPERS SERVED; SIMMONS, OLSEN, EDIGER, SELZER $11,329.62 CONTRACTUAL; SIMON CONT $4,717.25 REPAIRS; STAPLES $532.38 SUPP; STAR HERALD $1,039.90 LEGAL NOTICES; STATE HEALTH LAB $5,322.00 SAMPLES; ROBERT STRAUB $244.00 TRNG EXP; SWANK MOTION PICTURES $221.00 MOVIE; TLC $35.76 SUPP; THOMMY JOHNNYS $1,265.00 SUPP; TOTAL FUNDS BY HASLER $1,000.00 POSTAGE; TWIN CITY DEV ASSN $25,000.00 FUNDING SUPPORT; TWIN CITY AUTO $202.03 REPAIRS; TYLER TECHNOLOGIES, INC $4,187.50 TECH FEES; U S BANK $1,450.00 FEES; UNDERWRITERS LABORATORIES $1,662.05 TESTING; UNIQUE MANAGEMENT SERVICES, IN $1,449.90 FEES; US BANK-CPS $637.21 SUPP, FEES; USA BLUEBOOK $2,398.00 PARTS; VERIZON WIRELESS $128.53 PHONE; WALMART $1,126.19 SUPP; WATCHGUARD VIDEO $1,570.00 MAINT; WEST NE COMM COLLEGE $792.65 TRNG; WESTERN PATHOLOGY $178.00 TESTING; WESTERN PLAINS BUSINESS FORMS $64.24 MAINT; YMCA $2,086.20 FITNESS; BECKY ZLOMKE $23.40 WITNESS FEES; ZMLUMBER $112.96 MAINT.

City Manager Kuckkahn presented the request for payment of outstanding warrant principal and interest at First State Bank and approve the Resolution.

Council Member Shaver declared a conflict of interest regarding the payment to First State Bank. Moved by Mayor Meininger, seconded by Council Member McCarthy, “to declare a conflict of interest for Council Member Shaver regarding payments to First State Bank for warrant payments and excuse him from voting on or discussing these items,” “YEAS”, Deibert, Shaver, Gonzales, McCarthy and Meininger “NAYS” None. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Gonzales, “to approve the request for payment of outstanding warrant principal and interest at First State Bank and approve Resolution No. 13-10-3,” “YEAS”, Deibert, Gonzales, McCarthy and Meininger “NAYS” None. Absent: None. Abstain: Shaver.

RESOLUTION NO. 13-10-03

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

That the claim of First State Bank in the amount of $16,542.26, to payoff outstanding warrant principal and $37,151.21 to pay warrant interest to 9-30-13 for the Cirrus House TIF Project, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of $42,641.64, to payoff outstanding warrant principal and $2,286.06 to pay warrant interest to 9-30-13 for the Paving District #300, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of $26,394.36, to payoff outstanding warrant principal to 9-30-13 for the Paving District #306, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of $27,768.55, to payoff outstanding warrant principal to 9-30-13 for the Paving District #307, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of $15,829.51, to payoff outstanding warrant principal and $57.90 to pay warrant interest to 9-30-13 for the Paving District #308, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of $26,822.01, to payoff outstanding warrant principal and $564.26 to pay warrant interest to 9-30-13 for the Paving District #309, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of $11,067.03, to payoff outstanding warrant principal to 9-30-13 for the Paving District #310, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of $11,008.44, to payoff outstanding warrant principal and $1,835.07 to pay warrant interest to 9-30-13 for the Sewer District #163, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of $14,558.75, to payoff outstanding warrant principal and $4,878.21 to pay warrant interest to 9-30-13 for the Sewer District #164, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of $1,339.84, to payoff outstanding warrant principal and $250.22 to pay warrant interest to 9-30-13 for the Sewer District #166, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of $9,219.56, to payoff outstanding warrant principal and $1,152.65 to pay warrant interest to 9-30-13 for the Water District #97, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of $25,188.88, to payoff outstanding warrant principal and $8,443.63 to pay warrant interest to 9-30-13 for the Water District #99, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of $16,049.76, to payoff outstanding warrant principal and $2,120.61 to pay warrant interest to 9-30-13 for the Water District #101, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

That the claim of First State Bank in the amount of $6,546.83, to payoff outstanding warrant principal to 9-30-13 for the Water District #102, is approved and the city clerk is authorized to issue warrants for the payment of such claims.

Passed and approved this 21st day of October, 2013.

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Mayor

ATTEST:

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City Clerk
"seal"

Mayor Meininger opened the public hearing at 6:10 p.m. as scheduled for this date to consider the Liquor License for Valley Bowl Fun Center. Marlin and Sandie Duncan, owners, and Police Chief Kevin Spencer were sworn in to testify on the liquor license. Moved by Council Member Deibert, seconded by Mayor Meininger, "That the following exhibits, presented on behalf of the City Council, be entered into the record: 1) Valley Bowl, dba Valley Bowl Fun Center Application; 2) City Council Check List for Section 53-132 Cum Supp 2002; 3) Written Statement of Police Chief Kevin Spencer dated October 15, 2013 ; 4) Written Statement of City Clerk dated October 21, 2013; 5) Written Statement of Planning Administrator Urdiales dated September 27, 2013; "YEAS", Gonzales, McCarthy, Shaver, Deibert and Meininger, "NAYS" None. Absent: None.

Marlin and Sandie Duncan approached the Council and explained that they purchased the Valley Bowl business in August, 2013. They plan to utilize the existing lounge as demographics show that serving alcohol is part of the bowling business. Mr. Duncan is retired from his military career and Mrs. Duncan has experience working in food and liquor sales, as well as a degree in alcohol and drug counseling. They have a company handbook which includes policy for dealing with the prevention of the sale of alcohol to minors. They have received the alcohol server training and will have all personnel take the training as well. They understand that their facility is large, serving a wide range of age groups. They will use wristbands for customers who are 21 or older and will use constant vigilance in monitoring the sale and consumption of alcohol. The Duncan's and bar personnel are the only ones who will have access to the bar inventory. The entire bowling alley plus outdoor fenced area will be licensed.

Mr. Kuckkahn added that the owners had appeared at the recent Liquor License Investigatory Board Meeting and received some guidance from the board regarding the prevention of alcohol sales to minors.

Chief Spencer conducted an interview and extensive background research of the Duncan's, and found nothing that would prevent them from holding a liquor license.

Mayor Meininger closed the public hearing at 6:20 p.m. Moved by Council Member Deibert, seconded by Council Member Gonzales, "to forward a positive recommendation to the Nebraska Liquor License Commission regarding the Class C Liquor License for Valley Bowl, dba Valley Bowl Fun Center, 1702 17th Ave., Scottsbluff, NE" "YEAS", Gonzales, McCarthy, Meininger, Deibert and Shaver "NAYS": none. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Shaver, “to approve the appointment of Marlin Duncan as the manager of Valley Bowl, dba Valley Bowl Fun Center, Class C Liquor License,” “YEAS”, Gonzales, McCarthy, Meininger, Deibert and Shaver “NAYS”: none. Absent: None.

RESOLUTION NO. 13-10-04

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

1. On October 21, 2013 the matter of the application of a Class C liquor license for Valley Bowl LLC, dba Valley Bowl Fun Center, 1702 17th Ave., Scottsbluff, NE 69361 came on for consideration by the Council. The following exhibits were offered and received:

   Exhibit 1 - Application of Class I liquor license for Class C liquor license for Valley Bowl LLC, dba Valley Bowl Fun Center
   Exhibit 2 - City Council Check List for Section 53-132 R.R.S. (2002)
   Exhibit 3 - Written statement of Police Chief dated October 15, 2013
   Exhibit 4 - Written statement of City Clerk dated October 21, 2013
   Exhibit 5 - Written statement of Development Services Director dated September 27, 2013

2. Witnesses were sworn and testimony was received in support of the application at the public hearing on this date from Marlin and Sandy Duncan, owners. Police Chief Kevin Spencer spoke on behalf of the City.

3. Upon consideration of the evidence and the criterion to be considered by the City Council pursuant to law, the City Council finds as follows:

   a. Applicant has demonstrated a fitness, willingness, and ability to properly serve or sell liquor in conformance to the rules and regulations of the Nebraska Liquor Control Act.

   b. Applicant has met its burden with regard to the check list provided by Section 53-132 R.R.S. (1984) and demonstrates a willingness and ability to properly serve or sell liquor in conformance to the rules and regulations of the Nebraska Liquor Control Act and its management and control appears to be sufficient to insure compliance with such rules and regulations.

4. By reason of the above, the Applicant has met the burden of proof and persuasion in producing evidence pertaining to the criterion prescribed in the Nebraska Statutes.

5. Based on the above findings, the City Council approves the application and recommends to the Nebraska Liquor Control Commission that a Retail Class C liquor license be issued to Valley Bowl LLC, dba Valley Bowl Fun Center, at the premises described in the application.

6. The City Clerk shall transmit a copy of this Resolution to the Commission.

7. Cost of publication: $17.17.

Passed and approved this 21st day of October, 2013.

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Mayor

ATTEST:

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City Clerk

"seal"

Council acknowledged the receipt of the claim from Mr. Jim Graff for $850.00 for alley maintenance at the 1700 block of Ave. E and referred the issue to staff.

Council received the following quotes for interest rates on warrants: First National Bank 1.34%; First State Bank 1.31%; and Platte Valley Bank 1.19%. These rates are good for one year. Moved by Council Member Deibert, seconded by Council Member Gonzales, "to award the bid for warrants based on quotes for interest rates for the period 10-22-13 through 9-30-14 to Platte Valley Bank," "YEAS", Gonzales, McCarthy, Meininger, Deibert and Shaver "NAYS": none. Absent: None.

Council reviewed the request from the Silver Saddle Lounge to change the location of their liquor license to 1901 – B 21st Ave. from their current location on 27th St. Mr. Kuckkahn pointed out that one requirement of the new location, is the construction of a partition between the bar area and the kitchen. Moved by Mayor Meininger, seconded by Council Member Deibert, "to forward a positive recommendation to the Nebraska Liquor Control Commission regarding the change of location of the Silver Saddle Lounge Class C Liquor Licence to 1901 –B 21st Ave., conditional upon construction of a separation wall between the bar area and the kitchen," "YEAS", Gonzales, McCarthy, Meininger, Deibert and Shaver "NAYS": none. Absent: None.

Regarding the new manager application for Elks Lodge 1367 naming Brett Armstrong as the Liquor License Manger, City Manager Kuckkahn explained that the Liquor License Investigatory Board interviewed Mr. Armstrong regarding this position. They recommended that he make a practice to check all ID's, and to be especially careful during special events at the Elks that include a wide variety of age groups. Chief Spencer told the Council that he has met with Mr. Armstrong two times and his major concern is his lack of experience in the bar business. There is nothing in his background that would prevent him from being a liquor license manager, and Chief Spencer offered the Police Department's assistance with any issues or concerns he may have. Mr. Armstrong has signed up to take the State Patrol Liquor License training and will be responsible for any other employees who are hired to serve alcohol. Moved by Mayor Meininger, seconded by Council Member Deibert, "to make a positive recommendation to the Nebraska Liquor Control Commission regarding the appointment of Brett Armstrong as manager of the Elks BPO Lodge 1367 liquor license located at 1614 1st Ave., Scottsbluff," "YEAS", Gonzales, McCarthy, Meininger, and Deibert "NAYS": Shaver. Absent: None.

City Attorney Howard Olsen explained that his staff has been helping the Scottsbluff Drain Board with the purchase of the property at 1308 East 17th St., The Scottsbluff Drain Board is organized to acquire assets of the District and make improvements to the drain location. There are a couple of properties which are located over the top of the drain, and the property at 1308 East 17th actually has the sewer draining into the Scottsbluff drain. The Board met recently to discuss ways to improve the drain and eliminate possible liability. They have negotiated a purchase price of this particular property of $15,000.00, which is the assessed value of this property. They believe it is in the best interest of the Drain Board and the City to purchase this property and make the necessary improvements. They have the funds to purchase this property, which is within the city limits. Moved by Mayor Meininger, seconded by Council Member Deibert, "to direct staff to proceed with the necessary steps to allow for the purchase of 1308 East 17th St. for improvements to the Scottsbluff Drain," "YEAS", Gonzales, McCarthy, Meininger, Deibert and Shaver "NAYS": none. Absent: None.

City Manager Kuckkahn presented his revised contract for Council's review. He noted that the necessary changes had been made regarding his retirement and his salary, which will now be $104,000.00. Council discussed the expectations and deliverables which were discussed during his annual review and asked if this should be added to the contract. City Attorney Olsen advised that the Council could adopt the contract subject to the addition of the deliverables and timeframes. Moved by Mayor Meininger, seconded by Council Member Gonzales, "to approve the revised contract with City Manager Rick Kuckkahn, subject to the expectations and timeframes added as an addendum to the contract, and authorize the Mayor to execute the contract " "YEAS", Gonzales, McCarthy, Meininger, Deibert and Shaver "NAYS": none. Absent: None.

Council Member Deibert explained that it is necessary for him to resign from the Scottsbluff City Council due to a change of location with his job. His resignation will be effective November 8, 2013. Mayor Meininger complimented Council Member Deibert on being a great asset to the Council for the past three years. Moved by Mayor Meininger, seconded by Council Member McCarthy, "to acknowledge the receipt of the resignation of Council Member Deibert effective November 8, 2013 and direct staff to begin the process to fill the vacancy," "YEAS", Gonzales, McCarthy, Meininger, Deibert and Shaver "NAYS": none. Absent: None.

Moved by Council Member McCarthy, seconded by Council Member Deibert, "to adjourn the meeting at 6:40 p.m.," "YEAS", Gonzales, McCarthy, Meininger, Deibert and Shaver "NAYS": none. Absent: None.

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Mayor

ATTEST:

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City Clerk

"SEAL"

City of Scottsbluff, Nebraska

Monday, November 4, 2013

Regular Meeting

Item Consent2

Set a public hearing for November 18, 2013, 6:05 p.m., regarding the acquisition of property located at 1308 17th Street, Scottsbluff.

Staff Contact: Rick Kuckkahn, City Manager

City of Scottsbluff, Nebraska

Monday, November 4, 2013

Regular Meeting

Item Consent3

Approve the City Manager’s appointment of Megan Heyward to the Parks, Recreation and Cemetery Board.

Staff Contact: **Perry Mader, Park and Rec Director**

A g e n d a   S t a t e m e n t

Item No.

For meeting of: November 4th, 2012

AGENDA TITLE: Council to appoint Megan Heyward to Parks, Recreation and Cemetery Board.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Scottsbluff Parks and Recreation

PRESENTATION BY: City Manager Rick Kuckkahn

SUMMARY EXPLANATION:

The Scottsbluff Parks and Recreation Department is seeking approval and installation of Megan Heyward to the Parks, Recreation and Cemetery Board. Ms. Heyward meets the criteria in that she resides in Scotts Bluff County and works in Scottsbluff for Joseph R. Hewgley as an architect.

EXHIBITS

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

Other (specify) ____________________

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: ____________________
City Manager

Rev 3/1/99CClerk

City of Scottsbluff, Nebraska
Monday, November 4, 2013
Regular Meeting

Item Consent4

Approve the City Manager’s appointment of David Gompert to the Planning Commission.

Staff Contact: Annie Urdiales

David Gompert, 1624 2nd Ave, Scottsbluff, NE. 308-641-1379

I currently work for Westco as the Safety Manager

mongompert@allophone.com

Professional experience

6-18-07 to 3-30-2013: Ames Construction
Safety Supervisor
Conduct : Railroad Contractor Training
Site Safety Management
Safety Audits
CPR/First Aid/AED Instructor
Conduct 10 and 30 hour for Construction(Expired on 2-28-11)
Conduct 10 and 30 hour for General Industry

MSHA : (IS) MSHA Instructor

4-30-08 to 2-22-09 -Ames Safety Manager at Climax, Co.
11-27-10 to 8-1-11 – Ames safety Manager at Climax, Co.
Managing 6 Safety personnel with 250 employees.

Ames Safety Manager start up at CC&V
AngloGold Mine at Cripple Creek/Victor

3-1-06 to 6-15-07- Walton Construction
Site Safety Manager
Wal-Mart Mechanized Distribution Center, Cheyenne Wy

3-1-2005 – 11-1-2005 The Tuner/Lathrop Company
Windsor, Co
Safety Engineer
O-I Bottle Plant
CCIP Project

1998 – 2004 Badger Ind. Cont. Inc. Fletcher,NC

Safety Director

Coordinate with Client Safety Director And Badger Safety Supervisor
Assure OSHA Compliance
Daily Audit and Inspections
Address Disciplinary actions
First Aid
Daily Safety meetings
Instruct 10 and 30 hour Construction courses

1999 – 2008 Federal Emergency Management Agency

Flood Mitigation Specialist

Disaster Assistance Employee for Region VII

2000 – Present HOME Real Estate, Scottsbluff, Ne

Realtor

2002 – 2007 Western Nebraska Community College

Math Tutor

Math, Algebra, Geometry, Trig

1990 – 1997 City of Scottsbluff Scottsbluff, Ne

Firefighter/EMT

- Fire Suppression
- Commercial and Industrial Building Code Inspections
- Arson Investigations
- HAZMAT Incident Control
- NFPA Compliance and Training
- Search and Rescue
- HAZMAT Technician
- High Angle Rescue
- Emergency Medical Technician

1975-2007 Mitchell, Ne

Farmer-Owner/Operator

Training

- April, 23 2009

Received Approval from MSHA for Code IS (Instructor Surface)

- April, 10 2008 **OSHA Course 501**

OSHA General Industry Outreach Trainer

- April, 10 2008

HAZWOPER Refresher

- May 30, 2008

New Minor Training Part 48 – 24 Hour

- May 22, 2007

MSHA Part 46 Trained

- February, 2007 **OSHA Course 502**

OSHA Construction Outreach Trainer Update

Red Rocks Community College, Lakewood Co

- November, 2003 **OSHA Course 502**

OSHA Construction Outreach Trainer Update

Red Rocks Community College, Lakewood, Co.

- November 4, 1999 **OSHA Course 500**

Outreach Trainer course for the 10 and 30 Hour OSHA Courses

Red Rocks Community College, Lakewood, Co.

- July 29, 1999 **OSHA Course #521**

Red Rocks Community College, Lakewood, Co.

- January 15, 1998 **OSHA Course #510**

Maple Woods Community College, Kansas City, Mo.

- August 12-23, 1996 **Hazardous Material Technician**

Association Of American Railroads Tech. Center, Pueblo, Co.

- April 26, 1996 **Trench Rescue**

Safety Line Consultants, Scottsbluff, Ne.

- February 26, 1995 **Managing Company Tactical Operations**

National Fire Academy

- September 3, 1994 **HAZMAT Training for First Responders**

Western Nebraska Community College, Scottsbluff, Ne.

- July 10, 1994 **Building Construction**

Colorado Springs Fire Department, Colorado Springs, Co.

- April 19, 1993 **HAZMAT Operations Level**

Scottsbluff Fire Department, Scottsbluff, Ne.

- February 19, 1993 **Advanced Arson Investigation**

Denver Fire Department, Denver, Co.

- June 15, 1992 **Completion of Firefighter Apprenticeship**

Scottsbluff Fire Department, Scottsbluff, Ne.

- January 28,1992 **Emergency Medical Technician(inactive)**

Nebraska State Health Department, Scottsbluff, Ne.

- September 7, 1991 **Incident Command System**

National Emergency Training Center

- April 10, 1990 **Radiological Monitoring**

Emergency Management Institute

- May, 1990 **Forest Firefighter " Red Card"**

Bureau Of Land Management

City of Scottsbluff, Nebraska

Monday, November 4, 2013

Regular Meeting

Item Claims1

Regular claims

<u>Staff Contact: Renae Griffiths, Finance Director</u>

Expense Approval Report

City of Scottsbluff, NE

By Vendor Name

Post Dates 10/22/2013 - 11/4/2013

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: ABBIGAIL YELLMAN					
Fund: 211 - REGIONAL LIBRARY					
REIMB	BOOKS				27.13
				Fund 211 - REGIONAL LIBRARY Total:	**27.13**
				Vendor ABBIGAIL YELLMAN Total:	**27.13**
Vendor: ACTION COMMUNICATION INC.					
Fund: 212 - TRANSPORTATION					
PAGER RENT	CONTRACTUAL SERVICES				19.53
				Fund 212 - TRANSPORTATION Total:	**19.53**
				Vendor ACTION COMMUNICATION INC. Total:	**19.53**
Vendor: AIR CYCLE					
Fund: 621 - ENVIRONMENTAL SERVICES					
Disposal Fee	DISPOSAL FEES				996.80
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**996.80**
				Vendor AIR CYCLE Total:	**996.80**
Vendor: AIRPORT DEVELOPMENT,LLC					
Fund: 321 - TIF PROJECTS					
bond payment	DEBT SVC(INT) - TIF				17,573.21
				Fund 321 - TIF PROJECTS Total:	**17,573.21**
				Vendor AIRPORT DEVELOPMENT,LLC Total:	**17,573.21**
Vendor: ANITA'S GREENSCAPING					
Fund: 661 - STORMWATER					
Rain gdn maint/improve	CONTRACTUAL SERVICES				390.98
				Fund 661 - STORMWATER Total:	**390.98**
				Vendor ANITA'S GREENSCAPING Total:	**390.98**
Vendor: BAKER & TAYLOR CO					
Fund: 211 - REGIONAL LIBRARY					
BOOKS	BOOKS				99.19
BOOKS	BOOKS				231.34
				Fund 211 - REGIONAL LIBRARY Total:	**330.53**
				Vendor BAKER & TAYLOR CO Total:	**330.53**
Vendor: BATTERY ZONE					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				63.95
				Fund 111 - GENERAL Total:	**63.95**
				Vendor BATTERY ZONE Total:	**63.95**
Vendor: BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
JAN. SUPP	JANITORIAL SUPPLIES				66.52
				Fund 111 - GENERAL Total:	**66.52**
Fund: 621 - ENVIRONMENTAL SERVICES					
Dept supplies	DEPARTMENT SUPPLIES				95.35
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**95.35**
				Vendor BLUFFS SANITARY SUPPLY INC. Total:	**161.87**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: BROWN NELSON ELECTRIC					
Fund: 631 - WASTEWATER					
Effluent bldg maint	BUILDING MAINTENANCE				90.86
				Fund 631 - WASTEWATER Total:	**90.86**
				Vendor BROWN NELSON ELECTRIC Total:	**90.86**
Vendor: CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				76.07
				Fund 111 - GENERAL Total:	**76.07**
				Vendor CAPITAL BUSINESS SYSTEMS INC. Total:	**76.07**
Vendor: CARR TRUMBULL LBR INC.					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				5.40
				Fund 111 - GENERAL Total:	**5.40**
Fund: 212 - TRANSPORTATION					
BUILD. MAIN.	BUILDING MAINTENANCE				80.95
SUPP	DEPARTMENT SUPPLIES				58.08
				Fund 212 - TRANSPORTATION Total:	**139.03**
Fund: 641 - WATER					
Maint sup	DEPARTMENT SUPPLIES				4.91
				Fund 641 - WATER Total:	**4.91**
				Vendor CARR TRUMBULL LBR INC. Total:	**149.34**
Vendor: CEMENTER'S INC					
Fund: 641 - WATER					
Cement	DEPARTMENT SUPPLIES				139.64
Cement	DEPARTMENT SUPPLIES				93.10
				Fund 641 - WATER Total:	**232.74**
				Vendor CEMENTER'S INC Total:	**232.74**
Vendor: CENTURY LUMBER CENTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Dept Supplies	DEPARTMENT SUPPLIES				52.00
Dept Supplies	BUILDING MAINTENANCE				2.59
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**54.59**
				Vendor CENTURY LUMBER CENTER Total:	**54.59**
Vendor: CIRRUS HOUSE APT LLP					
Fund: 223 - KENO					
Tree Rebate	CONTRACTUAL SERVICES				99.98
				Fund 223 - KENO Total:	**99.98**
				Vendor CIRRUS HOUSE APT LLP Total:	**99.98**
Vendor: CITY OF GERING					
Fund: 215 - SPECIAL PROJECTS					
HIDTA REIMB	GRANT EXPENSE				2,363.08
HIDTA REIMB	GRANT EXPENSE				358.05
				Fund 215 - SPECIAL PROJECTS Total:	**2,721.13**
				Vendor CITY OF GERING Total:	**2,721.13**
Vendor: COLONIAL LIFE & ACCIDENT INS CORP, I					
Fund: 713 - CASH & INVESTMENT POOL					
Conversion Invoice	LIFE INS EE PAYABLE				22.75
Conversion Invoice	DIS INC INS EE PAYABLE				25.95
				Fund 713 - CASH & INVESTMENT POOL Total:	**48.70**
				Vendor COLONIAL LIFE & ACCIDENT INS CORP, I Total:	**48.70**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: COMFORT INN-GRAND ISLAND					
Fund: 111 - GENERAL					
TRAINING	SCHOOL & CONFERENCE				73.91
				Fund 111 - GENERAL Total:	**73.91**
				Vendor COMFORT INN-GRAND ISLAND Total:	**73.91**
Vendor: CONSOLIDATED MANAGEMENT					
Fund: 111 - GENERAL					
TRAINING	SCHOOL & CONFERENCE				209.25
				Fund 111 - GENERAL Total:	**209.25**
				Vendor CONSOLIDATED MANAGEMENT Total:	**209.25**
Vendor: CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				92.40
				Fund 111 - GENERAL Total:	**92.40**
Fund: 641 - WATER					
Equip maint	EQUIPMENT MAINTENANCE				134.82
				Fund 641 - WATER Total:	**134.82**
				Vendor CONTRACTORS MATERIALS INC. Total:	**227.22**
Vendor: CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
Conversion Invoice	WAGE ATTACHMENT EE PAY				203.42
				Fund 713 - CASH & INVESTMENT POOL Total:	**203.42**
				Vendor CREDIT MANAGEMENT SERVICES INC. Total:	**203.42**
Vendor: CULLIGAN INC.					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				8.10
BLDG MAINT	BUILDING MAINTENANCE				8.10
				Fund 111 - GENERAL Total:	**16.20**
				Vendor CULLIGAN INC. Total:	**16.20**
Vendor: D&D COMMUNICATIONS					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				350.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				111.05
				Fund 111 - GENERAL Total:	**461.05**
				Vendor D&D COMMUNICATIONS Total:	**461.05**
Vendor: DALE'S TIRE & RETREADING, INC.					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				25.78
				Fund 111 - GENERAL Total:	**25.78**
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	EQUIPMENT MAINTENANCE				215.75
vehicle mtnc	VEHICLE MAINTENANCE				3,644.10
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**3,859.85**
				Vendor DALE'S TIRE & RETREADING, INC. Total:	**3,885.63**
Vendor: ELLIOTT EQUIPMENT COMPANY INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				401.72
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**401.72**
				Vendor ELLIOTT EQUIPMENT COMPANY INC. Total:	**401.72**
Vendor: ENERGY LABORATORIES, INC					
Fund: 641 - WATER					
Samples	SAMPLES				108.00
				Fund 641 - WATER Total:	**108.00**
				Vendor ENERGY LABORATORIES, INC Total:	**108.00**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: ENVIRO SERV INC					
Fund: 641 - WATER					
Samples	SAMPLES				75.00
Samples	SAMPLES				60.00
				Fund 641 - WATER Total:	**135.00**
				Vendor ENVIRO SERV INC Total:	**135.00**
Vendor: FASTENAL CO.					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				15.48
				Fund 212 - TRANSPORTATION Total:	**15.48**
				Vendor FASTENAL CO. Total:	**15.48**
Vendor: FEDERAL EXPRESS CORP.					
Fund: 641 - WATER					
Shipping fees	POSTAGE				45.58
Shipping fees	POSTAGE				53.26
				Fund 641 - WATER Total:	**98.84**
				Vendor FEDERAL EXPRESS CORP. Total:	**98.84**
Vendor: FLOYD'S SALES & SERV INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
Vehicle Mtnc	VEHICLE MAINTENANCE				81.67
Vehicle Mtnc	VEHICLE MAINTENANCE				4.82
Vehicle Mtnc	VEHICLE MAINTENANCE				9.15
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**95.64**
				Vendor FLOYD'S SALES & SERV INC. Total:	**95.64**
Vendor: FRED PRYOR SEMINARS					
Fund: 621 - ENVIRONMENTAL SERVICES					
Schooling	SCHOOL & CONFERENCE				199.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**199.00**
				Vendor FRED PRYOR SEMINARS Total:	**199.00**
Vendor: FREMONT MOTOR SCOTTSBLUFF,LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				46.05
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**46.05**
				Vendor FREMONT MOTOR SCOTTSBLUFF,LLC Total:	**46.05**
Vendor: GENERAL TRAFFIC CONTROLS, INC					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				572.09
				Fund 212 - TRANSPORTATION Total:	**572.09**
				Vendor GENERAL TRAFFIC CONTROLS, INC Total:	**572.09**
Vendor: GOLD WATCH LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
Disposal Fees	DISPOSAL FEES				750.00
Disposal Fees	DISPOSAL FEES				750.00
Disposal Fees	DISPOSAL FEES				750.00
Disposal Fees	DISPOSAL FEES				750.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**3,000.00**
				Vendor GOLD WATCH LLC Total:	**3,000.00**
Vendor: HARRIS COMPUTER SYSTEMS					
Fund: 111 - GENERAL					
Tech Spprt	EQUIPMENT MAINTENANCE				592.93
Tech Spprt	EQUIPMENT MAINTENANCE				592.91
				Fund 111 - GENERAL Total:	**1,185.84**
Fund: 621 - ENVIRONMENTAL SERVICES					
Tech Spprt	EQUIPMENT MAINTENANCE				592.91

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Tech Spprt	EQUIPMENT MAINTENANCE				592.93
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**1,185.84**
Fund: 631 - WASTEWATER					
Tech Spprt	EQUIPMENT MAINTENANCE				592.93
Tech Spprt	EQUIPMENT MAINTENANCE				592.93
				Fund 631 - WASTEWATER Total:	**1,185.86**
Fund: 641 - WATER					
Tech Spprt	EQUIPMENT MAINTENANCE				592.93
Tech Spprt	EQUIPMENT MAINTENANCE				592.93
				Fund 641 - WATER Total:	**1,185.86**
				Vendor HARRIS COMPUTER SYSTEMS Total:	**4,743.40**
Vendor: HAWKINS, INC.					
Fund: 641 - WATER					
Chlorine	CHEMICALS				1,308.10
				Fund 641 - WATER Total:	**1,308.10**
				Vendor HAWKINS, INC. Total:	**1,308.10**
Vendor: HD SUPPLY WATERWORKS, LTD					
Fund: 641 - WATER					
Meter sup	METERS				516.95
Meter sup	METERS				51,409.10
				Fund 641 - WATER Total:	**51,926.05**
				Vendor HD SUPPLY WATERWORKS, LTD Total:	**51,926.05**
Vendor: HEILBRUN FARM IND SUPP.INC.					
Fund: 111 - GENERAL					
EQUIP MAINT	VEHICLE MAINTENANCE				4.33
BLDG MAINT	BUILDING MAINTENANCE				33.12
				Fund 111 - GENERAL Total:	**37.45**
Fund: 631 - WASTEWATER					
Equip maint	EQUIPMENT MAINTENANCE				259.76
				Fund 631 - WASTEWATER Total:	**259.76**
				Vendor HEILBRUN FARM IND SUPP.INC. Total:	**297.21**
Vendor: HOME DEPOT CREDIT SERVICES					
Fund: 111 - GENERAL					
Bldg Maint	BUILDING MAINTENANCE				9.54
Bldg Maint	BUILDING MAINTENANCE				62.00
Bldg Maint	BUILDING MAINTENANCE				15.96
Bldg Maint	BUILDING MAINTENANCE				8.52
Bldg Maint	BUILDING MAINTENANCE				2.99
				Fund 111 - GENERAL Total:	**99.01**
				Vendor HOME DEPOT CREDIT SERVICES Total:	**99.01**
Vendor: HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				4.00
DEPT SUP	DEPARTMENT SUPPLIES				3.75
				Fund 111 - GENERAL Total:	**7.75**
				Vendor HULLINGER GLASS & LOCKS INC. Total:	**7.75**
Vendor: HYDROTEX					
Fund: 212 - TRANSPORTATION					
FUEL SUPP	OIL & ANTIFREEZE				732.35
				Fund 212 - TRANSPORTATION Total:	**732.35**
				Vendor HYDROTEX Total:	**732.35**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: ICMA RETIREMENT TRUST-457					
Fund: 713 - CASH & INVESTMENT POOL					
Conversion Invoice	DEFERRED COMP EE PAY				1,106.94
				Fund 713 - CASH & INVESTMENT POOL Total:	**1,106.94**
				Vendor ICMA RETIREMENT TRUST-457 Total:	**1,106.94**
Vendor: IDEAL LINEN SUP INC.					
Fund: 111 - GENERAL					
Janitorial Supp	JANITORIAL SUPPLIES				29.80
Janitorial supp	JANITORIAL SUPPLIES				29.80
DEPT SUP	DEPARTMENT SUPPLIES				54.38
DEPT SUP	DEPARTMENT SUPPLIES				27.19
Janitorial Supp	JANITORIAL SUPPLIES				29.80
				Fund 111 - GENERAL Total:	**170.97**
Fund: 213 - CEMETERY					
CONT SERVICES	CONTRACTUAL SERVICES				8.64
				Fund 213 - CEMETERY Total:	**8.64**
Fund: 641 - WATER					
Mats	CONTRACTUAL SERVICES				20.38
				Fund 641 - WATER Total:	**20.38**
				Vendor IDEAL LINEN SUP INC. Total:	**199.99**
Vendor: INDEPENDENT PLUMBING & HEATING, INC					
Fund: 212 - TRANSPORTATION					
BUILD. MAIN	BUILDING MAINTENANCE				80.00
				Fund 212 - TRANSPORTATION Total:	**80.00**
				Vendor INDEPENDENT PLUMBING & HEATING, INC Total:	**80.00**
Vendor: INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
Fed,Fica,Med W/H	MEDICARE W/H EE PAYABLE				3,517.38
Fed,Fica,Med W/H	FICA W/H EE PAYABLE				13,016.39
Fed,Fica,Med W/H	FED W/H EE PAYABLE				25,572.05
Fed,Fica,Med W/H	MEDICARE W/H ER PAYABLE				3,517.38
Fed,Fica,Med W/H	FICA W/H ER PAYABLE				13,016.39
				Fund 713 - CASH & INVESTMENT POOL Total:	**58,639.59**
				Vendor INTERNAL REVENUE SERVICE Total:	**58,639.59**
Vendor: JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				1,334.60
UNIFORMS	UNIFORMS & CLOTHING				104.50
DEPT SUP	DEPARTMENT SUPPLIES				64.99
				Fund 111 - GENERAL Total:	**1,504.09**
Fund: 212 - TRANSPORTATION					
UNIFORMS	UNIFORMS & CLOTHING				2,248.25
				Fund 212 - TRANSPORTATION Total:	**2,248.25**
				Vendor JOHN DEERE FINANCIAL Total:	**3,752.34**
Vendor: KIMBALL MIDWEST					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				583.56
SUPP	DEPARTMENT SUPPLIES				475.05
				Fund 212 - TRANSPORTATION Total:	**1,058.61**
				Vendor KIMBALL MIDWEST Total:	**1,058.61**
Vendor: KRIZ-DAVIS COMPANY INC.					
Fund: 212 - TRANSPORTATION					
ELECT. SUPP	DEPARTMENT SUPPLIES				162.63
				Fund 212 - TRANSPORTATION Total:	**162.63**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 631 - WASTEWATER					
Equip/elect maint	ELECTRICAL MAINTENANCE				99.75
				Fund 631 - WASTEWATER Total:	**99.75**
				Vendor KRIZ-DAVIS COMPANY INC. Total:	**262.38**
Vendor: LEAGUE ASSOC OF RISK MANAGEMENT					
Fund: 111 - GENERAL					
Ins.renewal-Liab	LIABILITY INSURANCE				8,935.00
Ins.renewal-Liab	LIABILITY INSURANCE				11,324.00
Ins.renewal-Liab	LIABILITY INSURANCE				4,038.00
Ins.renewal-Liab	LIABILITY INSURANCE				30,306.00
Ins.renewal-Liab	LIABILITY INSURANCE				1,888.00
Ins.renewal-Liab	LIABILITY INSURANCE				7,505.00
Ins.renewal-Liab	LIABILITY INSURANCE				1,301.00
ins. renewal-prop	FIRE INSURANCE				4,135.00
ins. renewal-prop	FIRE INSURANCE				2,899.00
ins. renewal-prop	FIRE INSURANCE				3,977.00
ins. renewal-prop	FIRE INSURANCE				8,162.00
ins. renewal-prop	FIRE INSURANCE				14,097.00
Ins.renewal-vehicles	VEHICLE INSURANCE				799.00
Ins.renewal-vehicles	VEHICLE INSURANCE				1,227.00
Ins.renewal-vehicles	VEHICLE INSURANCE				1,840.00
Ins.renewal-vehicles	VEHICLE INSURANCE				17,415.00
Ins.renewal-vehicles	VEHICLE INSURANCE				4,555.00
Ins.renewal	WORKERS COMPENSATION				1,197.21
Ins.renewal	WORKERS COMPENSATION				4,982.00
Ins.renewal	WORKERS COMPENSATION				69,314.17
Ins.renewal	WORKERS COMPENSATION				49,245.44
Ins.renewal	WORKERS COMPENSATION				695.76
Ins.renewal	WORKERS COMPENSATION				10,257.37
Ins.renewal	WORKERS COMPENSATION				6,599.05
				Fund 111 - GENERAL Total:	**266,694.00**
Fund: 212 - TRANSPORTATION					
Ins.renewal-Liab	LIABILITY INSURANCE				24,627.00
ins. renewal-prop	FIRE INSURANCE				9,551.00
Ins.renewal-vehicles	VEHICLE INSURANCE				16,098.00
Ins.renewal	WORKERS COMPENSATION				28,266.40
				Fund 212 - TRANSPORTATION Total:	**78,542.40**
Fund: 213 - CEMETERY					
Ins.renewal-Liab	LIABILITY INSURANCE				519.00
ins. renewal-prop	FIRE INSURANCE				1,314.00
Ins.renewal-vehicles	VEHICLE INSURANCE				503.00
Ins.renewal	WORKERS COMPENSATION				3,598.97
				Fund 213 - CEMETERY Total:	**5,934.97**
Fund: 621 - ENVIRONMENTAL SERVICES					
Ins.renewal-Liab	LIABILITY INSURANCE				5,762.00
ins. renewal-prop	FIRE INSURANCE				6,915.00
Ins.renewal-vehicles	VEHICLE INSURANCE				25,349.00
Ins.renewal	WORKERS COMPENSATION				31,849.81
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**69,875.81**
Fund: 631 - WASTEWATER					
Ins.renewal-Liab	LIABILITY INSURANCE				5,781.00
ins. renewal-prop	FIRE INSURANCE				37,118.00
Ins.renewal-vehicles	VEHICLE INSURANCE				15,522.00
Ins.renewal	WORKERS COMPENSATION				7,337.22
				Fund 631 - WASTEWATER Total:	**65,758.22**
Fund: 641 - WATER					
Ins.renewal-Liab	LIABILITY INSURANCE				13,060.00
ins. renewal-prop	FIRE INSURANCE				21,557.00

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Ins.renewal-vehicles	VEHICLE INSURANCE				5,670.00
Ins.renewal	WORKERS COMPENSATION				15,680.09
				Fund 641 - WATER Total:	**55,967.09**
Fund: 721 - GIS SERVICES					
Ins.renewal	WORKERS COMPENSATION				93.51
				Fund 721 - GIS SERVICES Total:	**93.51**
				Vendor LEAGUE ASSOC OF RISK MANAGEMENT Total:	**542,866.00**
Vendor: LOGAN CONTRACTORS SUPPLY INC					
Fund: 212 - TRANSPORTATION					
PARTS	EQUIPMENT MAINTENANCE				61.65
				Fund 212 - TRANSPORTATION Total:	**61.65**
				Vendor LOGAN CONTRACTORS SUPPLY INC Total:	**61.65**
Vendor: LYNN GARTON					
Fund: 631 - WASTEWATER					
ADV TRAVEL	SCHOOL & CONFERENCE				89.00
				Fund 631 - WASTEWATER Total:	**89.00**
				Vendor LYNN GARTON Total:	**89.00**
Vendor: M.C. SCHAFF & ASSOC, INC					
Fund: 661 - STORMWATER					
SB Drain redesign	CONTRACTUAL SERVICES				1,767.50
				Fund 661 - STORMWATER Total:	**1,767.50**
				Vendor M.C. SCHAFF & ASSOC, INC Total:	**1,767.50**
Vendor: MAILFINANCE INC					
Fund: 111 - GENERAL					
RENT MACHINE	RENT-MACHINES				345.00
				Fund 111 - GENERAL Total:	**345.00**
				Vendor MAILFINANCE INC Total:	**345.00**
Vendor: MATHESON TRI-GAS INC					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				120.73
SUPP	DEPARTMENT SUPPLIES				60.37
				Fund 212 - TRANSPORTATION Total:	**181.10**
				Vendor MATHESON TRI-GAS INC Total:	**181.10**
Vendor: MATTHEW M HUTT, PH-D					
Fund: 111 - GENERAL					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				450.00
				Fund 111 - GENERAL Total:	**450.00**
				Vendor MATTHEW M HUTT, PH-D Total:	**450.00**
Vendor: MB COMPANIES, INC					
Fund: 212 - TRANSPORTATION					
PARTS	EQUIPMENT MAINTENANCE				201.07
PARTS	EQUIPMENT MAINTENANCE				198.14
				Fund 212 - TRANSPORTATION Total:	**399.21**
				Vendor MB COMPANIES, INC Total:	**399.21**
Vendor: MENARDS					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				30.44
BLDG MAINT	BUILDING MAINTENANCE				18.26
BLDG MAINT	BUILDING MAINTENANCE				21.18
BLDG MAINT	BUILDING MAINTENANCE				32.04
BLDG MAINT	BUILDING MAINTENANCE				67.79
Dept Supl	DEPARTMENT SUPPLIES				5.70
Dept Supl	EQUIPMENT MAINTENANCE				6.44
				Fund 111 - GENERAL Total:	**181.85**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				26.00
SUPP	DEPARTMENT SUPPLIES				7.67
SUPP - BREAKER	DEPARTMENT SUPPLIES				-1.23
SUPP	DEPARTMENT SUPPLIES				16.64
				Fund 212 - TRANSPORTATION Total:	**49.08**
Fund: 621 - ENVIRONMENTAL SERVICES					
bldg mtnc	BUILDING MAINTENANCE				39.99
dept supplies	DEPARTMENT SUPPLIES				19.97
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**59.96**
Fund: 641 - WATER					
Maint sup	DEPARTMENT SUPPLIES				7.04
				Fund 641 - WATER Total:	**7.04**
				Vendor MENARDS Total:	**297.93**
Vendor: MID-CONTINENT SAFETY					
Fund: 111 - GENERAL					
Equip Repair	EQUIPMENT MAINTENANCE				23.19
				Fund 111 - GENERAL Total:	**23.19**
				Vendor MID-CONTINENT SAFETY Total:	**23.19**
Vendor: MIDWEST MAILING SYSTEMS INC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				170.00
				Fund 111 - GENERAL Total:	**170.00**
				Vendor MIDWEST MAILING SYSTEMS INC Total:	**170.00**
Vendor: MONEY WISE OFFICE SUPPLIES					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				30.00
DEPT SUPP	DEPARTMENT SUPPLIES				124.00
DEPT SUPPL	DEPARTMENT SUPPLIES				14.00
DEPT SUPPLIES	DEPARTMENT SUPPLIES				155.00
				Fund 111 - GENERAL Total:	**323.00**
				Vendor MONEY WISE OFFICE SUPPLIES Total:	**323.00**
Vendor: NAT'L REC & PARK ASSOC.					
Fund: 111 - GENERAL					
MEMBERSHIPS	MEMBERSHIPS				260.00
MEMBERSHIPS	MEMBERSHIPS				130.00
				Fund 111 - GENERAL Total:	**390.00**
				Vendor NAT'L REC & PARK ASSOC. Total:	**390.00**
Vendor: NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
CHILD SUPPORT	CHILD SUPPORT EE PAY				2,217.16
				Fund 713 - CASH & INVESTMENT POOL Total:	**2,217.16**
				Vendor NE CHILD SUPPORT PAYMENT CENTER Total:	**2,217.16**
Vendor: NE DEPT OF REVENUE					
Fund: 713 - CASH & INVESTMENT POOL					
STATE PYRL W/H	STATE W/H EE PAYABLE				17,740.11
				Fund 713 - CASH & INVESTMENT POOL Total:	**17,740.11**
				Vendor NE DEPT OF REVENUE Total:	**17,740.11**
Vendor: NE LAW ENFORCEMENT TRAINING CENTER					
Fund: 111 - GENERAL					
TRAINING	SCHOOL & CONFERENCE				10.00
				Fund 111 - GENERAL Total:	**10.00**
				Vendor NE LAW ENFORCEMENT TRAINING CENTER Total:	**10.00**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: NE LIFE MAGAZINE					
Fund: 111 - GENERAL					
SUBSCRIPTIONS	SUBSCRIPTIONS				24.00
				Fund 111 - GENERAL Total:	**24.00**
				Vendor NE LIFE MAGAZINE Total:	**24.00**
Vendor: NEBRASKA MACHINERY COMPANY					
Fund: 212 - TRANSPORTATION					
PARTS	EQUIPMENT MAINTENANCE				147.71
PARTS	EQUIPMENT MAINTENANCE				818.44
				Fund 212 - TRANSPORTATION Total:	**966.15**
Fund: 631 - WASTEWATER					
Equip maint	EQUIPMENT MAINTENANCE				3,468.05
				Fund 631 - WASTEWATER Total:	**3,468.05**
				Vendor NEBRASKA MACHINERY COMPANY Total:	**4,434.20**
Vendor: NEBRASKA MUNICIPAL CLERKS' ASSOC.					
Fund: 111 - GENERAL					
ANN DUES	MEMBERSHIPS				35.00
				Fund 111 - GENERAL Total:	**35.00**
				Vendor NEBRASKA MUNICIPAL CLERKS' ASSOC. Total:	**35.00**
Vendor: NEBRASKA SALT AND GRAIN					
Fund: 212 - TRANSPORTATION					
DE-ICER	STREET REPAIR SUPPLIES				472.50
				Fund 212 - TRANSPORTATION Total:	**472.50**
				Vendor NEBRASKA SALT AND GRAIN Total:	**472.50**
Vendor: NEBRASKA STATEWIDE ARBORETUM					
Fund: 661 - STORMWATER					
Rain garden plants	DEPARTMENT SUPPLIES				192.00
				Fund 661 - STORMWATER Total:	**192.00**
				Vendor NEBRASKA STATEWIDE ARBORETUM Total:	**192.00**
Vendor: NORTHWEST PIPE FITTINGS, INC. OF SCB					
Fund: 111 - GENERAL					
GROUNDS MAINT	GROUNDS MAINTENANCE				32.80
EQUIP MAINT	EQUIPMENT MAINTENANCE				5.67
GROUNDS MAINT	GROUNDS MAINTENANCE				21.61
GROUNDS MAINT	GROUNDS MAINTENANCE				8.70
				Fund 111 - GENERAL Total:	**68.78**
				Vendor NORTHWEST PIPE FITTINGS, INC. OF SCB Total:	**68.78**
Vendor: NPPD					
Fund: 111 - GENERAL					
Electric	ELECTRICITY				628.38
Electric	ELECTRICITY				827.24
Electric	ELECTRICITY				726.42
Electric	ELECTRICITY				1,772.04
Electric	ELECTRICITY				132.07
Electric	ELECTRICITY				2,428.62
Electric	ELECTRICITY				2,301.88
Electric	STREET LIGHTS				100.40
				Fund 111 - GENERAL Total:	**8,917.05**
Fund: 212 - TRANSPORTATION					
Electric	ELECTRICITY				650.10
Electric	ELECTRIC POWER				2,021.72
Electric	STREET LIGHTS				27,988.63
				Fund 212 - TRANSPORTATION Total:	**30,660.45**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 213 - CEMETERY					
Electric	ELECTRICITY				245.52
				Fund 213 - CEMETERY Total:	**245.52**
Fund: 216 - BUSINESS IMPROVEMENT					
Electric	STREET LIGHTS				85.42
				Fund 216 - BUSINESS IMPROVEMENT Total:	**85.42**
Fund: 621 - ENVIRONMENTAL SERVICES					
Electric	ELECTRICITY				823.14
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**823.14**
Fund: 631 - WASTEWATER					
Electric	ELECTRICITY				542.05
Electric	ELECTRIC POWER				14,883.99
				Fund 631 - WASTEWATER Total:	**15,426.04**
Fund: 641 - WATER					
Electric	ELECTRICITY				24.22
Electric	ELECTRIC POWER				7,768.73
				Fund 641 - WATER Total:	**7,792.95**
				Vendor NPPD Total:	**63,950.57**
Vendor: OREGON TRAIL PLBG & HTG INC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				218.00
				Fund 111 - GENERAL Total:	**218.00**
				Vendor OREGON TRAIL PLBG & HTG INC Total:	**218.00**
Vendor: PANHANDLE AREA DEVELOP DIST.					
Fund: 111 - GENERAL					
membership	CONTRACTUAL SERVICES				11,656.60
				Fund 111 - GENERAL Total:	**11,656.60**
				Vendor PANHANDLE AREA DEVELOP DIST. Total:	**11,656.60**
Vendor: PANHANDLE RC&D					
Fund: 111 - GENERAL					
Dues	MEMBERSHIPS				300.00
				Fund 111 - GENERAL Total:	**300.00**
				Vendor PANHANDLE RC&D Total:	**300.00**
Vendor: PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HSA EE & ER	HSA EE PAYABLE				9,833.46
HSA EE & ER	HSA ER PAYABLE				2,142.50
				Fund 713 - CASH & INVESTMENT POOL Total:	**11,975.96**
				Vendor PLATTE VALLEY BANK Total:	**11,975.96**
Vendor: POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				85.43
Postage	POSTAGE				75.22
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**160.65**
Fund: 631 - WASTEWATER					
Postage	POSTAGE				85.43
Postage	POSTAGE				75.22
				Fund 631 - WASTEWATER Total:	**160.65**
Fund: 641 - WATER					
Postage	POSTAGE				85.42
Postage	POSTAGE				75.21
				Fund 641 - WATER Total:	**160.63**
				Vendor POSTMASTER Total:	**481.93**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: PRINT BROKER					
Fund: 111 - GENERAL					
Dept supp	DEPARTMENT SUPPLIES				275.00
Dept supp	DEPARTMENT SUPPLIES				225.00
				Fund 111 - GENERAL Total:	**500.00**
Fund: 621 - ENVIRONMENTAL SERVICES					
Dept supp	DEPARTMENT SUPPLIES				353.27
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**353.27**
Fund: 631 - WASTEWATER					
Dept supp	DEPARTMENT SUPPLIES				353.27
				Fund 631 - WASTEWATER Total:	**353.27**
Fund: 641 - WATER					
Dept supp	DEPARTMENT SUPPLIES				353.28
				Fund 641 - WATER Total:	**353.28**
				Vendor PRINT BROKER Total:	**1,559.82**
Vendor: PRINT EXPRESS					
Fund: 111 - GENERAL					
500 - EPM permits	DEPARTMENT SUPPLIES				203.90
				Fund 111 - GENERAL Total:	**203.90**
				Vendor PRINT EXPRESS Total:	**203.90**
Vendor: QUILL CORP					
Fund: 111 - GENERAL					
SUPPLIES	DEPARTMENT SUPPLIES				72.58
SUPPLIES	INVESTIGATION SUPPLIES				51.38
SUPPLIES	INVESTIGATION SUPPLIES				133.72
				Fund 111 - GENERAL Total:	**257.68**
				Vendor QUILL CORP Total:	**257.68**
Vendor: RCI					
Fund: 812 - HEALTH INSURANCE					
Flex & Medical	CLAIMS EXPENSE				11,965.47
Flex & Medical	CLAIMS EXPENSE				6,883.06
Flex & Medical	FLEXIBLE BENFT EXPENSES				207.36
Flex & Medical	FLEXIBLE BENFT EXPENSES				100.00
Health prem	PREMIUM EXPENSE				38,489.54
				Fund 812 - HEALTH INSURANCE Total:	**57,645.43**
				Vendor RCI Total:	**57,645.43**
Vendor: RED BARN SHOP LLC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				135.00
				Fund 111 - GENERAL Total:	**135.00**
				Vendor RED BARN SHOP LLC Total:	**135.00**
Vendor: REGIONAL WEST MEDICAL CENTER					
Fund: 111 - GENERAL					
dept sup	CONTRACTUAL SERVICES				246.20
				Fund 111 - GENERAL Total:	**246.20**
				Vendor REGIONAL WEST MEDICAL CENTER Total:	**246.20**
Vendor: REGISTER OF DEEDS					
Fund: 111 - GENERAL					
Sugar Factory Subd-MC Schaff	DEPARTMENT SUPPLIES				22.00
				Fund 111 - GENERAL Total:	**22.00**
Fund: 213 - CEMETERY					
LEGAL FEES	LEGAL FEES				30.00
				Fund 213 - CEMETERY Total:	**30.00**
				Vendor REGISTER OF DEEDS Total:	**52.00**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: RESPOND FIRST AID SYSTEMS					
Fund: 621 - ENVIRONMENTAL SERVICES					
Dept Supplies	DEPARTMENT SUPPLIES				68.99
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**68.99**
				Vendor RESPOND FIRST AID SYSTEMS Total:	**68.99**
Vendor: S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
EMPLOYEE DEDUCTIONS	SMEC EE PAYABLE				261.50
				Fund 713 - CASH & INVESTMENT POOL Total:	**261.50**
				Vendor S M E C Total:	**261.50**
Vendor: SANDBERG IMPLEMENT, INC					
Fund: 213 - CEMETERY					
EQUIP MAINT	EQUIPMENT MAINTENANCE				102.87
				Fund 213 - CEMETERY Total:	**102.87**
				Vendor SANDBERG IMPLEMENT, INC Total:	**102.87**
Vendor: SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
UNION DUES	FIRE UNION DUES EE PAY				195.00
				Fund 713 - CASH & INVESTMENT POOL Total:	**195.00**
				Vendor SCB FIREFIGHTERS UNION LOCAL 1454 Total:	**195.00**
Vendor: SCB POLICE OFFICERS ASS'N					
Fund: 713 - CASH & INVESTMENT POOL					
UNION DUES	POL UNION DUES EE PAY				396.00
				Fund 713 - CASH & INVESTMENT POOL Total:	**396.00**
				Vendor SCB POLICE OFFICERS ASS'N Total:	**396.00**
Vendor: SCB TENT & AWNING					
Fund: 111 - GENERAL					
Equip Repair	EQUIPMENT MAINTENANCE				54.00
				Fund 111 - GENERAL Total:	**54.00**
				Vendor SCB TENT & AWNING Total:	**54.00**
Vendor: SENSUS METERING SYSTEMS					
Fund: 641 - WATER					
Software support	CONTRACTUAL SERVICES				1,732.50
				Fund 641 - WATER Total:	**1,732.50**
				Vendor SENSUS METERING SYSTEMS Total:	**1,732.50**
Vendor: SHERIFF'S OFFICE					
Fund: 215 - SPECIAL PROJECTS					
HIDTA OT REIMB	GRANT EXPENSE				1,573.37
HIDTA OT REIMB	GRANT EXPENSE				1,506.13
				Fund 215 - SPECIAL PROJECTS Total:	**3,079.50**
				Vendor SHERIFF'S OFFICE Total:	**3,079.50**
Vendor: SLAFTER OIL CO INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
Other Fuel	OTHER FUEL				146.90
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**146.90**
				Vendor SLAFTER OIL CO INC. Total:	**146.90**
Vendor: SOURCE GAS					
Fund: 111 - GENERAL					
Monthly Fuel	HEATING FUEL				83.45
Monthly Fuel	HEATING FUEL				55.32
Monthly Fuel	HEATING FUEL				55.33
Monthly Fuel	HEATING FUEL				26.83
Monthly Fuel	HEATING FUEL				116.23
Monthly Fuel	HEATING FUEL				233.39

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Monthly Fuel	HEATING FUEL				63.92
				Fund 111 - GENERAL Total:	**634.47**
Fund: 212 - TRANSPORTATION					
Monthly Fuel	HEATING FUEL				110.65
Monthly Fuel	HEATING FUEL				180.61
Monthly Fuel	HEATING FUEL				47.46
Monthly Fuel	HEATING FUEL				78.57
Monthly Fuel	HEATING FUEL				66.01
				Fund 212 - TRANSPORTATION Total:	**483.30**
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Fuel	HEATING FUEL				67.40
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**67.40**
Fund: 641 - WATER					
Monthly Fuel	HEATING FUEL				26.12
Monthly Fuel	HEATING FUEL				27.58
Monthly Fuel	HEATING FUEL				27.20
Monthly Fuel	HEATING FUEL				27.58
Monthly Fuel	HEATING FUEL				28.28
				Fund 641 - WATER Total:	**136.76**
				Vendor SOURCE GAS Total:	**1,321.93**
Vendor: STAPLES					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				46.99
Conversion Invoice	DEPARTMENT SUPPLIES				224.69
DEPT SUP	DEPARTMENT SUPPLIES				22.48
Dept Supl	DEPARTMENT SUPPLIES				121.73
				Fund 111 - GENERAL Total:	**415.89**
				Vendor STAPLES Total:	**415.89**
Vendor: STATE HEALTH LAB					
Fund: 641 - WATER					
Samples	SAMPLES				950.00
				Fund 641 - WATER Total:	**950.00**
				Vendor STATE HEALTH LAB Total:	**950.00**
Vendor: STATE OF NE.					
Fund: 111 - GENERAL					
CONTRACT SVCS	CONTRACTUAL SERVICES				105.00
CONTRACT SVCS	CONTRACTUAL SERVICES				105.00
CONTRACT SVCS	CONTRACTUAL SERVICES				105.00
CONTRACT SVCS	CONTRACTUAL SERVICES				105.00
CONTRACT SVCS	CONTRACTUAL SERVICES				105.00
CONTRACT SVCS	CONTRACTUAL SERVICES				105.00
CONTRACT SVCS	CONTRACTUAL SERVICES				105.00
CONTRACT SVCS	CONTRACTUAL SERVICES				105.00
CONTRACT SVCS	CONTRACTUAL SERVICES				105.00
				Fund 111 - GENERAL Total:	**945.00**
				Vendor STATE OF NE. Total:	**945.00**
Vendor: STATE OF NEBR-DEPT OF ADMIN SVC					
Fund: 111 - GENERAL					
Monthly Long Distance-Oct	TELEPHONE				7.52
Monthly Long Distance-Oct	TELEPHONE				5.21
Monthly Long Distance-Oct	TELEPHONE				0.80
Monthly Long Distance-Oct	TELEPHONE				4.53
Monthly Long Distance-Oct	TELEPHONE				0.94
Monthly Long Distance-Oct	TELEPHONE				4.69
Monthly Long Distance-Oct	TELEPHONE				18.36
Monthly Long Distance-Oct	TELEPHONE				47.44
Monthly Long Distance-Oct	TELEPHONE				17.44

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Monthly Long Distance-Oct	TELEPHONE				5.50
Monthly Long Distance-Oct	TELEPHONE				2.68
				Fund 111 - GENERAL Total:	**115.11**
Fund: 212 - TRANSPORTATION					
Monthly Long Distance-Oct	TELEPHONE				7.94
				Fund 212 - TRANSPORTATION Total:	**7.94**
Fund: 213 - CEMETERY					
Monthly Long Distance-Oct	TELEPHONE				2.93
				Fund 213 - CEMETERY Total:	**2.93**
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Long Distance-Oct	TELEPHONE				4.01
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**4.01**
Fund: 631 - WASTEWATER					
Monthly Long Distance-Oct	TELEPHONE				3.29
				Fund 631 - WASTEWATER Total:	**3.29**
Fund: 641 - WATER					
Monthly Long Distance-Oct	TELEPHONE				3.16
				Fund 641 - WATER Total:	**3.16**
Fund: 661 - STORMWATER					
Monthly Long Distance-Oct	TELEPHONE				2.87
				Fund 661 - STORMWATER Total:	**2.87**
Fund: 721 - GIS SERVICES					
Monthly Long Distance-Oct	TELEPHONE				1.90
				Fund 721 - GIS SERVICES Total:	**1.90**
				Vendor STATE OF NEBR-DEPT OF ADMIN SVC Total:	**141.21**
Vendor: STATE PATROL					
Fund: 215 - SPECIAL PROJECTS					
HIDTA OT REIMB	GRANT EXPENSE				2,491.62
HIDTA OT REIMB	GRANT EXPENSE				870.14
				Fund 215 - SPECIAL PROJECTS Total:	**3,361.76**
				Vendor STATE PATROL Total:	**3,361.76**
Vendor: STEVE SCHANAMAN					
Fund: 641 - WATER					
ADV TRAVEL	SCHOOL & CONFERENCE				110.00
				Fund 641 - WATER Total:	**110.00**
				Vendor STEVE SCHANAMAN Total:	**110.00**
Vendor: THE SHERWIN-WILLIAMS CO					
Fund: 111 - GENERAL					
DEPT SUP	DEPARTMENT SUPPLIES				48.34
				Fund 111 - GENERAL Total:	**48.34**
				Vendor THE SHERWIN-WILLIAMS CO Total:	**48.34**
Vendor: TOYOTA FINANCIAL SVCS					
Fund: 111 - GENERAL					
HIDTA CAR LEASE	RENT-MACHINES				383.99
				Fund 111 - GENERAL Total:	**383.99**
				Vendor TOYOTA FINANCIAL SVCS Total:	**383.99**
Vendor: TYLER TECHNOLOGIES, INC					
Fund: 111 - GENERAL					
consult services	EQUIPMENT				1,625.00
				Fund 111 - GENERAL Total:	**1,625.00**
				Vendor TYLER TECHNOLOGIES, INC Total:	**1,625.00**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: U S WELDING,INC					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				3.16
				Fund 212 - TRANSPORTATION Total:	**3.16**
Fund: 621 - ENVIRONMENTAL SERVICES					
Dept Supplies	DEPARTMENT SUPPLIES				48.62
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**48.62**
				Vendor U S WELDING,INC Total:	**51.78**
Vendor: UPSTART ENTERPRISES, LLC					
Fund: 111 - GENERAL					
DEPT SUPPLIES	DEPARTMENT SUPPLIES				18.49
DEPT SUPPLIES	DEPARTMENT SUPPLIES				7.49
				Fund 111 - GENERAL Total:	**25.98**
				Vendor UPSTART ENTERPRISES, LLC Total:	**25.98**
Vendor: US BANK-CPS					
Fund: 111 - GENERAL					
Equip Repair	EQUIPMENT MAINTENANCE				14.42
TRAINING	GASOLINE				51.51
TRAINING	GASOLINE				51.12
TRAINING	SCHOOL & CONFERENCE				223.04
FUEL	GASOLINE				40.17
FUEL	GASOLINE				44.13
				Fund 111 - GENERAL Total:	**424.39**
				Vendor US BANK-CPS Total:	**424.39**
Vendor: VERIZON WIRELESS					
Fund: 111 - GENERAL					
CELL PHONES	TELEPHONE				459.02
CELL PHONES	TELEPHONE				22.34
				Fund 111 - GENERAL Total:	**481.36**
				Vendor VERIZON WIRELESS Total:	**481.36**
Vendor: VIAERO WIRELESS					
Fund: 631 - WASTEWATER					
Diggers locates	CONTRACTUAL SERVICES				18.70
				Fund 631 - WASTEWATER Total:	**18.70**
Fund: 641 - WATER					
Diggers locates	CONTRACTUAL SERVICES				18.69
				Fund 641 - WATER Total:	**18.69**
				Vendor VIAERO WIRELESS Total:	**37.39**
Vendor: VOGEL PAINT - TED'S COOK PAINT					
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				16.70
				Fund 212 - TRANSPORTATION Total:	**16.70**
				Vendor VOGEL PAINT - TED'S COOK PAINT Total:	**16.70**
Vendor: WALMART COMMUNITY/GEMB					
Fund: 111 - GENERAL					
Dept supl	DEPARTMENT SUPPLIES				39.41
				Fund 111 - GENERAL Total:	**39.41**
				Vendor WALMART COMMUNITY/GEMB Total:	**39.41**
Vendor: WELLS FARGO BANK N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
Retirement	REGULAR RETIRE EE PAY				6,819.30
Retirement	RETIRE FIRE EE PAYABLE				2,301.55
Retirement	RETIRE POLICE EE PAY				4,421.42
Retirement	REGULAR RETIRE ER PAY				6,436.18
Retirement	RETIRE-FIRE ER PAYABLE				3,973.08

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Retirement	RETIRE-POLICE ER PAY				4,301.92
				Fund 713 - CASH & INVESTMENT POOL Total:	**28,253.45**
				Vendor WELLS FARGO BANK N.A. Total:	**28,253.45**
Vendor: WESTERN PATHOLOGY CONSULTANTS, INC					
Fund: 111 - GENERAL					
CONT SVC	CONTRACTUAL SERVICES				200.00
dept sup	CONTRACTUAL SERVICES				75.00
				Fund 111 - GENERAL Total:	**275.00**
				Vendor WESTERN PATHOLOGY CONSULTANTS, INC Total:	**275.00**
Vendor: WINKLER ELECTRIC INC					
Fund: 111 - GENERAL					
ELECT MAINT	ELECTRICAL MAINTENANCE				159.08
				Fund 111 - GENERAL Total:	**159.08**
				Vendor WINKLER ELECTRIC INC Total:	**159.08**
Vendor: WINTER EQUIPMENT CO, INC					
Fund: 212 - TRANSPORTATION					
PARTS	VEHICLE MAINTENANCE				2,532.50
				Fund 212 - TRANSPORTATION Total:	**2,532.50**
				Vendor WINTER EQUIPMENT CO, INC Total:	**2,532.50**
				Grand Total:	**925,877.47**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	300,893.91	224.69
211 - REGIONAL LIBRARY	357.66	0.00
212 - TRANSPORTATION	119,404.11	0.00
213 - CEMETERY	6,324.93	0.00
215 - SPECIAL PROJECTS	9,162.39	0.00
216 - BUSINESS IMPROVEMENT	85.42	0.00
223 - KENO	99.98	0.00
321 - TIF PROJECTS	17,573.21	0.00
621 - ENVIRONMENTAL SERVICES	81,543.59	160.65
631 - WASTEWATER	86,913.45	160.65
641 - WATER	122,386.80	160.63
661 - STORMWATER	2,353.35	0.00
713 - CASH & INVESTMENT POOL	121,037.83	121,037.83
721 - GIS SERVICES	95.41	0.00
812 - HEALTH INSURANCE	57,645.43	19,155.89
Grand Total:	**925,877.47**	**140,900.34**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-51261-111	WORKERS COMPENSATI…	1,197.21	0.00
111-51261-121	WORKERS COMPENSATI…	4,982.00	0.00
111-51261-141	WORKERS COMPENSATI…	69,314.17	0.00
111-51261-142	WORKERS COMPENSATI…	49,245.44	0.00
111-51261-151	WORKERS COMPENSATI…	695.76	0.00
111-51261-171	WORKERS COMPENSATI…	10,257.37	0.00
111-51261-172	WORKERS COMPENSATI…	6,599.05	0.00
111-52111-111	DEPARTMENT SUPPLIES	879.69	224.69
111-52111-112	DEPARTMENT SUPPLIES	18.49	0.00
111-52111-115	DEPARTMENT SUPPLIES	7.49	0.00
111-52111-121	DEPARTMENT SUPPLIES	255.90	0.00
111-52111-141	DEPARTMENT SUPPLIES	166.84	0.00
111-52111-142	DEPARTMENT SUPPLIES	256.58	0.00
111-52111-151	DEPARTMENT SUPPLIES	187.95	0.00
111-52111-171	DEPARTMENT SUPPLIES	317.53	0.00
111-52111-172	DEPARTMENT SUPPLIES	77.43	0.00
111-52121-111	JANITORIAL SUPPLIES	89.40	0.00
111-52121-151	JANITORIAL SUPPLIES	66.52	0.00
111-52163-142	INVESTIGATION SUPPLIES	185.10	0.00
111-52181-171	UNIFORMS & CLOTHING	1,439.10	0.00
111-52225-151	SUBSCRIPTIONS	24.00	0.00
111-52311-114	MEMBERSHIPS	300.00	0.00
111-52311-115	MEMBERSHIPS	35.00	0.00
111-52311-171	MEMBERSHIPS	260.00	0.00
111-52311-172	MEMBERSHIPS	130.00	0.00
111-52511-142	GASOLINE	186.93	0.00
111-53111-112	CONTRACTUAL SERVICES	725.00	0.00
111-53111-114	CONTRACTUAL SERVICES	246.20	0.00
111-53111-142	CONTRACTUAL SERVICES	945.00	0.00
111-53421-111	BUILDING MAINTENANCE	317.01	0.00
111-53421-141	BUILDING MAINTENANCE	8.10	0.00
111-53421-142	BUILDING MAINTENANCE	8.10	0.00
111-53421-171	BUILDING MAINTENANCE	172.39	0.00
111-53431-151	ELECTRICAL MAINTENAN…	159.08	0.00
111-53441-116	EQUIPMENT MAINTENAN…	1,185.84	0.00
111-53441-141	EQUIPMENT MAINTENAN…	98.05	0.00
111-53441-142	EQUIPMENT MAINTENAN…	542.52	0.00
111-53441-171	EQUIPMENT MAINTENAN…	166.45	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53451-171	VEHICLE MAINTENANCE	4.33	0.00
111-53471-171	GROUNDS MAINTENANCE	63.11	0.00
111-53511-111	ELECTRICITY	628.38	0.00
111-53511-141	ELECTRICITY	827.24	0.00
111-53511-142	ELECTRICITY	726.42	0.00
111-53511-151	ELECTRICITY	1,772.04	0.00
111-53511-171	ELECTRICITY	2,560.69	0.00
111-53511-172	ELECTRICITY	2,301.88	0.00
111-53521-111	HEATING FUEL	83.45	0.00
111-53521-141	HEATING FUEL	55.32	0.00
111-53521-142	HEATING FUEL	82.16	0.00
111-53521-151	HEATING FUEL	116.23	0.00
111-53521-171	HEATING FUEL	233.39	0.00
111-53521-172	HEATING FUEL	63.92	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	TELEPHONE	7.52	0.00
111-53561-112	TELEPHONE	5.21	0.00
111-53561-114	TELEPHONE	0.80	0.00
111-53561-115	TELEPHONE	4.53	0.00
111-53561-116	TELEPHONE	0.94	0.00
111-53561-121	TELEPHONE	4.69	0.00
111-53561-141	TELEPHONE	18.36	0.00
111-53561-142	TELEPHONE	506.46	0.00
111-53561-143	TELEPHONE	22.34	0.00
111-53561-151	TELEPHONE	17.44	0.00
111-53561-171	TELEPHONE	5.50	0.00
111-53561-172	TELEPHONE	2.68	0.00
111-53631-142	RENT-MACHINES	383.99	0.00
111-53631-151	RENT-MACHINES	345.00	0.00
111-53711-142	SCHOOL & CONFERENCE	516.20	0.00
111-53821-111	FIRE INSURANCE	4,135.00	0.00
111-53821-141	FIRE INSURANCE	2,899.00	0.00
111-53821-142	FIRE INSURANCE	3,977.00	0.00
111-53821-151	FIRE INSURANCE	8,162.00	0.00
111-53821-171	FIRE INSURANCE	14,097.00	0.00
111-53831-111	LIABILITY INSURANCE	8,935.00	0.00
111-53831-121	LIABILITY INSURANCE	11,324.00	0.00
111-53831-141	LIABILITY INSURANCE	4,038.00	0.00
111-53831-142	LIABILITY INSURANCE	30,306.00	0.00
111-53831-151	LIABILITY INSURANCE	1,888.00	0.00
111-53831-171	LIABILITY INSURANCE	7,505.00	0.00
111-53831-172	LIABILITY INSURANCE	1,301.00	0.00
111-53841-111	VEHICLE INSURANCE	799.00	0.00
111-53841-121	VEHICLE INSURANCE	1,227.00	0.00
111-53841-141	VEHICLE INSURANCE	1,840.00	0.00
111-53841-142	VEHICLE INSURANCE	17,415.00	0.00
111-53841-171	VEHICLE INSURANCE	4,555.00	0.00
111-54411-111	EQUIPMENT	1,625.00	0.00
111-91100-191	CONTRACTUAL SERVICES	11,656.60	0.00
211-52222-151	BOOKS	357.66	0.00
212-51261-212	WORKERS COMPENSATI…	28,266.40	0.00
212-52111-212	DEPARTMENT SUPPLIES	2,116.93	0.00
212-52171-212	STREET REPAIR SUPPLIES	472.50	0.00
212-52181-212	UNIFORMS & CLOTHING	2,248.25	0.00
212-52531-212	OIL & ANTIFREEZE	732.35	0.00
212-53111-212	CONTRACTUAL SERVICES	19.53	0.00
212-53421-212	BUILDING MAINTENANCE	160.95	0.00
212-53441-212	EQUIPMENT MAINTENAN…	1,427.01	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
212-53451-212	VEHICLE MAINTENANCE	2,532.50	0.00
212-53511-212	ELECTRICITY	650.10	0.00
212-53521-212	HEATING FUEL	483.30	0.00
212-53531-212	ELECTRIC POWER	2,021.72	0.00
212-53551-212	STREET LIGHTS	27,988.63	0.00
212-53561-212	TELEPHONE	7.94	0.00
212-53821-212	FIRE INSURANCE	9,551.00	0.00
212-53831-212	LIABILITY INSURANCE	24,627.00	0.00
212-53841-212	VEHICLE INSURANCE	16,098.00	0.00
213-51261-213	WORKERS COMPENSATI…	3,598.97	0.00
213-53111-213	CONTRACTUAL SERVICES	8.64	0.00
213-53211-213	LEGAL FEES	30.00	0.00
213-53441-213	EQUIPMENT MAINTENAN…	102.87	0.00
213-53511-213	ELECTRICITY	245.52	0.00
213-53561-213	TELEPHONE	2.93	0.00
213-53821-213	FIRE INSURANCE	1,314.00	0.00
213-53831-213	LIABILITY INSURANCE	519.00	0.00
213-53841-213	VEHICLE INSURANCE	503.00	0.00
215-54991-142	GRANT EXPENSE	9,162.39	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
223-93001-171	CONTRACTUAL SERVICES	99.98	0.00
321-95802-111	DEBT SVC(INT) - TIF	17,573.21	0.00
621-51261-621	WORKERS COMPENSATI…	31,849.81	0.00
621-52111-621	DEPARTMENT SUPPLIES	638.20	0.00
621-52411-621	POSTAGE	160.65	160.65
621-52521-621	OTHER FUEL	146.90	0.00
621-53193-621	DISPOSAL FEES	3,996.80	0.00
621-53421-621	BUILDING MAINTENANCE	42.58	0.00
621-53441-621	EQUIPMENT MAINTENAN…	1,401.59	0.00
621-53451-621	VEHICLE MAINTENANCE	4,187.51	0.00
621-53511-621	ELECTRICITY	823.14	0.00
621-53521-621	HEATING FUEL	67.40	0.00
621-53561-621	TELEPHONE	4.01	0.00
621-53711-621	SCHOOL & CONFERENCE	199.00	0.00
621-53821-621	FIRE INSURANCE	6,915.00	0.00
621-53831-621	LIABILITY INSURANCE	5,762.00	0.00
621-53841-621	VEHICLE INSURANCE	25,349.00	0.00
631-51261-631	WORKERS COMPENSATI…	7,337.22	0.00
631-52111-631	DEPARTMENT SUPPLIES	353.27	0.00
631-52411-631	POSTAGE	160.65	160.65
631-53111-631	CONTRACTUAL SERVICES	18.70	0.00
631-53421-631	BUILDING MAINTENANCE	90.86	0.00
631-53431-631	ELECTRICAL MAINTENAN…	99.75	0.00
631-53441-631	EQUIPMENT MAINTENAN…	4,913.67	0.00
631-53511-631	ELECTRICITY	542.05	0.00
631-53531-631	ELECTRIC POWER	14,883.99	0.00
631-53561-631	TELEPHONE	3.29	0.00
631-53711-631	SCHOOL & CONFERENCE	89.00	0.00
631-53821-631	FIRE INSURANCE	37,118.00	0.00
631-53831-631	LIABILITY INSURANCE	5,781.00	0.00
631-53841-631	VEHICLE INSURANCE	15,522.00	0.00
641-51261-641	WORKERS COMPENSATI…	15,680.09	0.00
641-52111-641	DEPARTMENT SUPPLIES	597.97	0.00
641-52116-641	METERS	51,926.05	0.00
641-52117-641	SAMPLES	1,193.00	0.00
641-52411-641	POSTAGE	259.47	160.63
641-52611-641	CHEMICALS	1,308.10	0.00
641-53111-641	CONTRACTUAL SERVICES	1,771.57	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
641-53441-641	EQUIPMENT MAINTENAN...	1,320.68	0.00
641-53511-641	ELECTRICITY	24.22	0.00
641-53521-641	HEATING FUEL	136.76	0.00
641-53531-641	ELECTRIC POWER	7,768.73	0.00
641-53561-641	TELEPHONE	3.16	0.00
641-53711-641	SCHOOL & CONFERENCE	110.00	0.00
641-53821-641	FIRE INSURANCE	21,557.00	0.00
641-53831-641	LIABILITY INSURANCE	13,060.00	0.00
641-53841-641	VEHICLE INSURANCE	5,670.00	0.00
661-52111-661	DEPARTMENT SUPPLIES	192.00	0.00
661-53111-661	CONTRACTUAL SERVICES	2,158.48	0.00
661-53561-661	TELEPHONE	2.87	0.00
713-21512	MEDICARE W/H EE PAYAB...	3,517.38	3,517.38
713-21513	FICA W/H EE PAYABLE	13,016.39	13,016.39
713-21514	FED W/H EE PAYABLE	25,572.05	25,572.05
713-21515	STATE W/H EE PAYABLE	17,740.11	17,740.11
713-21517	POL UNION DUES EE PAY	396.00	396.00
713-21518	FIRE UNION DUES EE PAY	195.00	195.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	261.50	261.50
713-21527	WAGE ATTACHMENT EE ...	203.42	203.42
713-21528	REGULAR RETIRE EE PAY	6,819.30	6,819.30
713-21529	DEFERRED COMP EE PAY	1,106.94	1,106.94
713-21531	RETIRE FIRE EE PAYABLE	2,301.55	2,301.55
713-21533	RETIRE POLICE EE PAY	4,421.42	4,421.42
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	2,217.16	2,217.16
713-21541	HSA EE PAYABLE	9,833.46	9,833.46
713-21712	MEDICARE W/H ER PAYAB...	3,517.38	3,517.38
713-21713	FICA W/H ER PAYABLE	13,016.39	13,016.39
713-21728	REGULAR RETIRE ER PAY	6,436.18	6,436.18
713-21731	RETIRE-FIRE ER PAYABLE	3,973.08	3,973.08
713-21733	RETIRE-POLICE ER PAY	4,301.92	4,301.92
713-21741	HSA ER PAYABLE	2,142.50	2,142.50
721-51261-721	WORKERS COMPENSATI...	93.51	0.00
721-53561-721	TELEPHONE	1.90	0.00
812-53861-112	PREMIUM EXPENSE	38,489.54	0.00
812-53862-112	CLAIMS EXPENSE	18,848.53	18,848.53
812-53863-112	FLEXIBLE BENFT EXPENSES	307.36	307.36
	Grand Total:	**925,877.47**	**140,900.34**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		915,997.16	140,900.34
2117753511		132.07	0.00
21554991142		9,162.39	0.00
6002052111		192.00	0.00
6002053111		390.98	0.00
6002053561		2.87	0.00
	Grand Total:	**925,877.47**	**140,900.34**

City of Scottsbluff, Nebraska

Monday, November 4, 2013

Regular Meeting

Item Public Inp1

Council to remove from the table the manager application for Applebee's liquor license.

Staff Contact: Rick Kuckkahn

City of Scottsbluff, Nebraska

Monday, November 4, 2013

Regular Meeting

Item Public Inp2

Council to consider a new manager application for Margaret Stine for the Applebee's liquor license located at 2621 5th Ave., Scottsbluff.

Staff Contact: Rick Kuckkahn, City Manager

Dave Heineman
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION
Hobert B. Rupe
Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TRS USER 800 833-7352 (TTY)
web address: http://www.lcc.ne.gov/

September 6, 2013

SCOTTSBLUFF CITY CLERK
2525 CIRCLE DR
SCOTTSBLUFF NE 69361

RE: Applebee's

LICENSE #I-101602

Dear Clerk:

Enclosed is a copy of a manager application for Margaret Stine in connection with the Applebee's located in Scottsbluff.

Please present this application for manager to your City/Village Council or County Commissioners and send us the results of their action.

Sincerely,

Jacqueline Rodriguez
Licensing Division
NEBRASKA LIQUOR CONTROL COMMISSION
402-471-2572

encl.

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

RECEIVED
AUG 12 2013
NEBRASKA LIQUOR
CONTROL COMMISSION

Corporate manager, including their spouse, are required to adhere to the following requirements JR

1) **Must be a citizen of the United States**
2) **Must be a Nebraska resident (Chapter 2 – 006) and must provide proof of voter registration in the State of Nebraska**
3) **Must provide a copy of one of the following: state issued US birth certificate, naturalization paper or US passport**
4) **Must submit fingerprints (unless a non-participating spouse) (2 cards per person) and fees of $38 per person, made payable to Nebraska State Patrol**
5) **Must be 21 years of age or older**
6) **May be required to take a training course**

Corporation/LLC information

Name of Corporation/LLC: RMH Franchise Corporation

Premise information

Premise License Number: 101602
(if new application leave blank)

Premise Trade Name/DBA: Applebee's Neighborhood Grill & Bar

Premise Street Address: 2621 5th Ave

City: Scottsbluff State: NE Zip Code: 69361

Premise Phone Number: 308-635-7750

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.
http://www.lcc.ne.gov/license_search/licsearch.cgi

Margaret Stine
CORPORATE OFFICER/MANAGING MEMBER SIGNATURE
(Faxed signatures are acceptable)

Form 103
Rev 11/2012
Page 2 of 5

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
12/27/12	present	RMH Franchise Holdings	Jeffrey Neumann	201-891-1008
7/12/04	12/27/12	Concord Hospitality	Lawrence Bird	402-421-2551

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY. Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

(X) YES ( ) NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Margaret Stine	6/2012	Manhattan, KS	Improper lane change	Fine
Margaret Stine	4/2010	Nebraska City, NE	Speeding	Fine
Margaret Stine	7/2008	Nebraska City, NE	Speeding	Fine
Margaret Stine	6/2005	Lincoln, NE	Speeding	Fine

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? (X) YES ( ) NO
IF YES, list the name of the premise.
Applebee's Neighborhood Grill & Bar

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business? ( ) YES (X) NO

4. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application? (Check or money order made payable to the **Nebraska State Patrol for $38.00 per person**)
( ) YES (X) NO ON FILE CURRENTLY

5. List any alcohol related training and/or experience (when and where).
April 2012; Lincoln NE, Responsible Hospitality Commission

Form 103
Rev 11/2012
Page 4 of 5

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

Margaret Stine — Signature of Manager Applicant

[signature] — Signature of Spouse

RECEIVED
AUG 12 2013
NEBRASKA LIQUOR CONTROL COMMISSION

ACKNOWLEDGEMENT

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

8th day of August, 2013 (date) by Tom and Margaret Stine (name of person acknowledged)

[signature] Notary Public signature

Affix Seal

GENERAL NOTARY-State of Nebraska
KELLY S. ROBERTS
My Comm. Exp. Oct. 13, 2014

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

Form 103
Rev 11/2012
Page 5 of 5

Print Form

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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

RECEIVED
AUG 12 2013
NEBRASKA LIQUOR CONTROL COMMISSION

Office Use
RECEIVED
FEB 23 2012
NEBRASKA LIQUOR CONTROL COMMISSION

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required, however, I am obligated to sign and disclose any information on all applications needed to process this application.

[signature]
Signature of spouse asking for waiver
(Spouse of individual listed below)

Thomas E. Stine
Printed name of spouse asking for waiver

State of Nebraska

County of Lancaster

The foregoing instrument was acknowledged before me this February 20, 2012, (date) by Thomas E. Stine (name of person acknowledged)

[signature]
Notary Public signature

Affix seal
GENERAL NOTARY-State of Nebraska
KELLY S. ROBERTS
My Comm. Exp. Oct. 13, 2014

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

Margaret E Stine
Signature of individual involved with application
(Spouse of individual listed above)

Margaret E. Stine
Printed name of applying individual

State of Nebraska

County of Lancaster

The foregoing instrument was acknowledged before me this February 20, 2012 (date) by Margaret E. Stine (name of person acknowledged)

[signature]
Notary Public signature

Affix Seal
GENERAL NOTARY-State of Nebraska
KELLY S. ROBERTS
My Comm. Exp. Oct. 13, 2014

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

FORM 35-4178
Revised 1/2008

HOME | REGISTRATION | POLLING PLACE | PROVISIONAL BALLOT | ABSENTEE BALLOT | Select Language

Registrant Search Information

Registrant Detail

Name: Margaret Stine
Party: Republican
Polling Place: Wood Bridge Apt. Clubhouse
7011 S 22nd St
(Clubhouse Meeting Room)
Lincoln, NE 68512

Districts

DISTRICT NAME	DISTRICT TYPE
Lincoln Public Schools	School District
Southeast Com College Dist 5	Community College District
Southeast Com College At Large	Community College District
U.S. Congressional District 1	U.S. Congressional District
Appeals Court Judge Dist 1	Judge of Appeals Court Dist.
County Judge Dist 3	Judge of County Court Dist.
District Judge, Dist 3	Judge of Distict Court Dist.
Juv Crt Judge, Lancaster Co.	Judge of Juvenile Court
Supreme Court Judge Dist 1	Judge of Supreme Court Dist.
Legislative District 27	Legislative District
Lower Platte South NRD SubD 10	Natural Resources District
PSC District 1	Public Service Comm District
Board of Regents District 1	Board of Regents
Lincoln City Council DIST 03	City Council (Ward)
Mayor of Lincoln	Mayor
County Commissioner DIST 03	County Board (Commiss./Superv)
LPS School Board DIST 07	School Board Ward
State Board of Education Dist1	State Board of Education
City of Lincoln	City Council (Ward)
Lower Platte South NRD At Larg	Natural Resources District

Registration Information Polling Place Provisional Ballot Absentee Ballot

RECEIVED
AUG 12 2013
NEBRASKA LIQUOR
CONTROL COMMISSION

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

From: Kevin Spencer, Chief of Police

Date: 10/4/2013

Re: Application for Corporate Manager Margaret Stine RMH Holdings dba: / Applebee's Neighborhood Bar & Grill License Class I number I-101602.

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

COMMENTARY

53-132: Section 2

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

A background check was conducted on Margaret Stine as a means to determine her fitness to hold a liquor license. Margaret reported receiving four convictions for traffic infractions three for speeding in 2005, 2008, and 2010 and a forth for improper lane change in 2012.

I called Margaret Stine by telephone as she is a resident of Lincoln, Nebraska. I asked Margaret about her experience with alcohol sales. Margaret told me that her name is currently on 11 Liquor Licenses in the state of Nebraska. Margaret told me that she has worked for RMH Holdings for quite some time and is currently the Chief Administrative Officer for the Corporation. Margaret stated that she has also held the office of Corporate Vice President and Vice President of Operations. After talking to Margaret it was obvious that she has extensive experience in this hospitality business.

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

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

Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices. Margaret Stine reported that Applebee's requires all of their employees to attend alcohol related training twice a year. Margaret advised that if there is a violation the offender is immediately terminated and the violation automatically triggers a store retrain, meaning all of the employees have to attend alcohol training again after the event.

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

1

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

Margaret Stine reported that the business has a locked room that is designed to store the alcohol, and the cabinets below the bar lock. Margaret stated that all of the alcohol is inventoried once a week by the bar manager with the general managers oversight.

The applicant stated that the business does have video cameras on the interior that record the bar area.

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

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

The hours of operation of the establishment will be from 11:00 am to 12:00 am Thursday thru Saturday, 11:00 am to 11:00 pm Sunday through Wednesday.

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

SPECIFIC ISSUES COMMISSION MAY CONSIDER

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

There have been no known citizen protests of this business.

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

The business is located at 2621 5th Avenue Scottsbluff, NE. It is a business that will attract customers during the lunch and dinner hours seven days a week Sunday through Saturday. Its location is easily accessible and convenient for customers. I would not anticipate any issues with location.

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

There are no other businesses of this nature in the immediate area.

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

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

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 32 full time officers in the department and handled approximately 15,000 incidents, not including traffic citations during 2012. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a concern to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

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

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

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

City of Scottsbluff, Nebraska

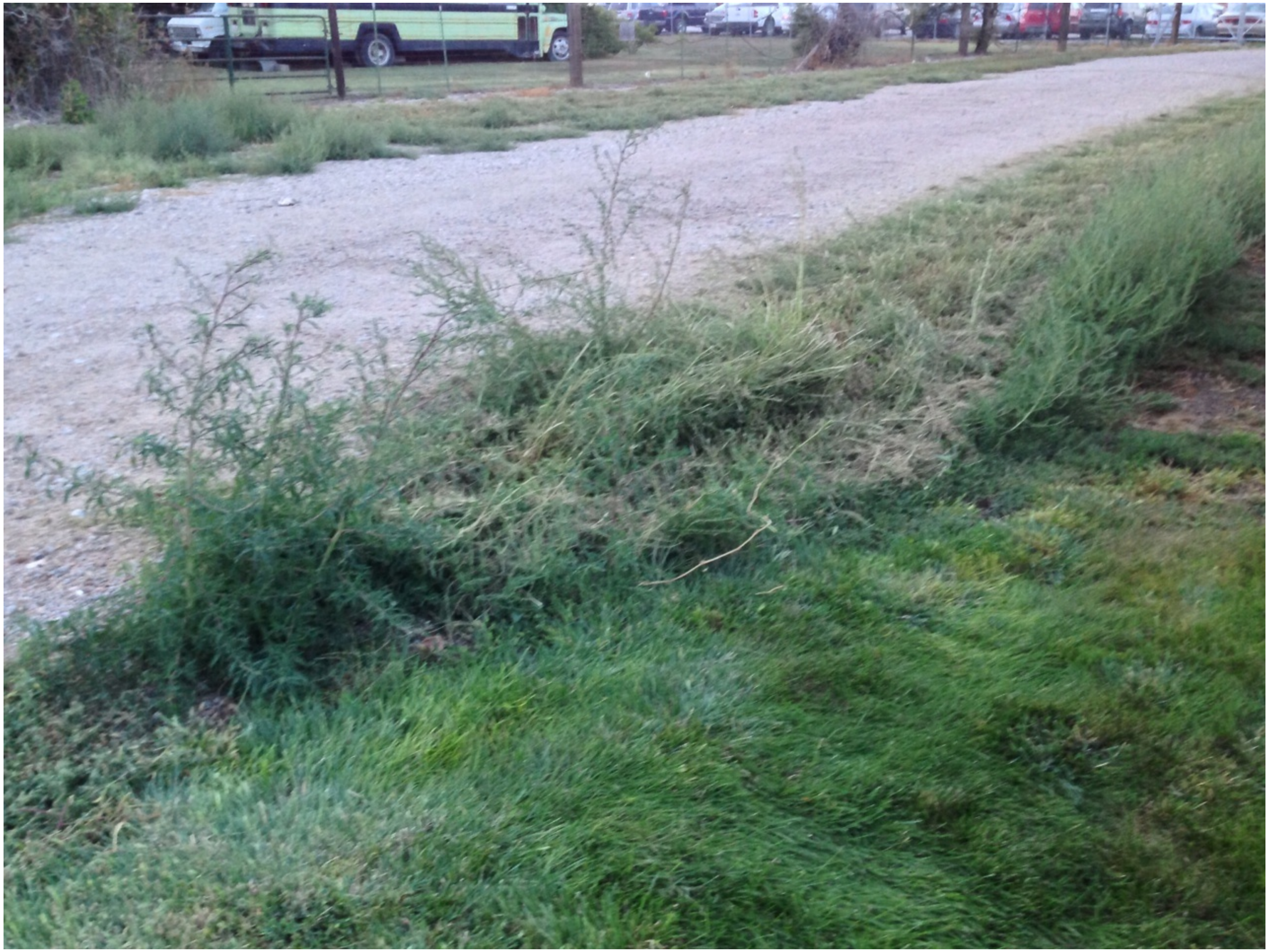
Monday, November 4, 2013

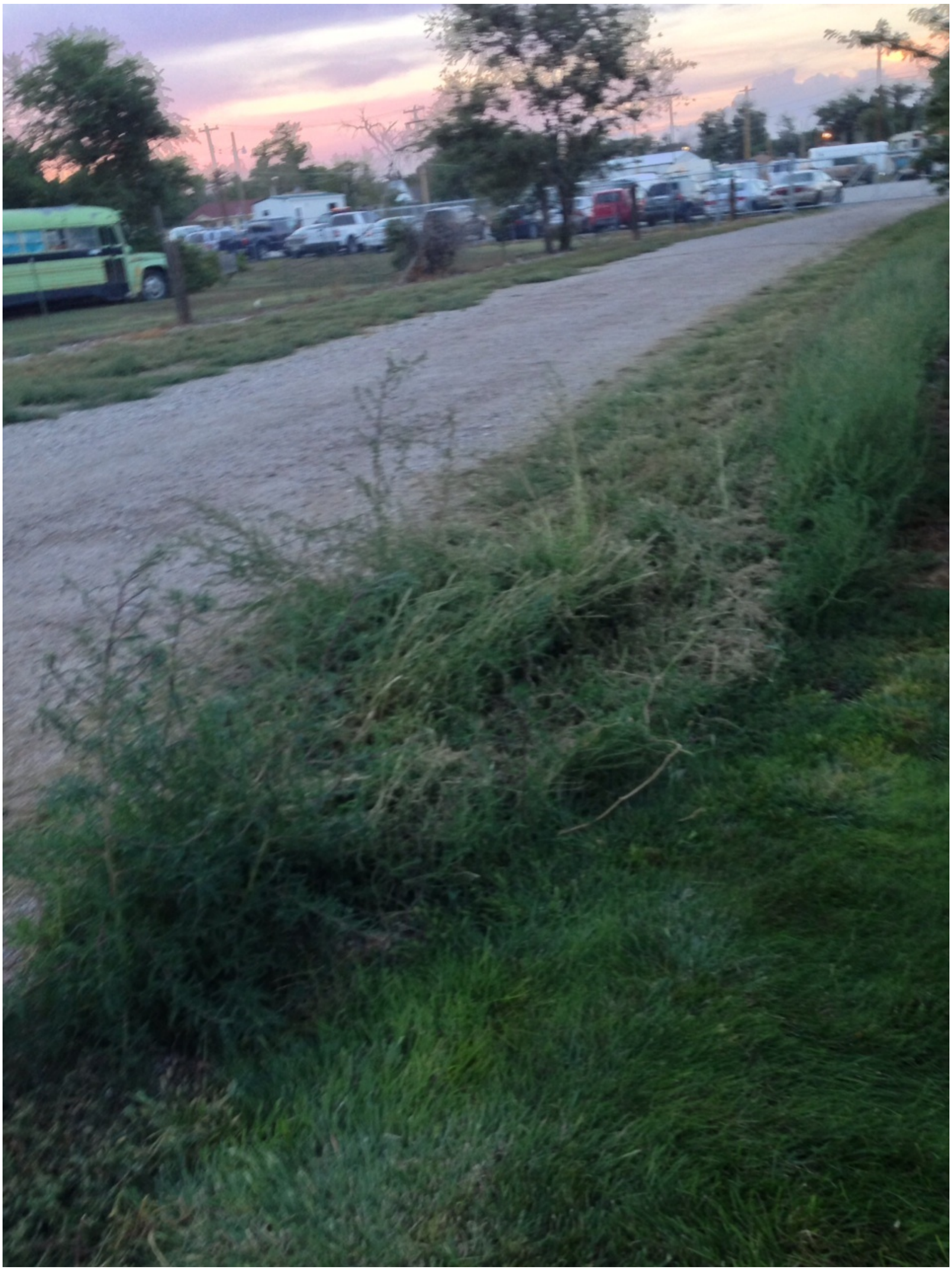
Regular Meeting

Item Public Inp3

Council to consider the staff recommendation regarding a claim from Jim Graff in the amount of $850.00 for alley maintenance of the 1700 Block of Ave. E.

Staff Contact: Annie Urdiales





J.R. PIONEER ENTERPRISES, LLC.

P.O. Box 953 Scottsbluff, NE 69363-0953
Cell: 308-631-4104 Fax: 308-635-8446
pioneerrecovery@allophone.com
RESPONSIBLE, RELIABLE, PROFESSIONAL

Date 10/3/2013

To : City of Scottsbluff

Agrigate put on 1700 Block of Ave E in Scottsbluff.

TOTAL **$850.00**

Notes: thanks

RECEIVED
OCT 07 2013

City of Scottsbluff, Nebraska

Monday, November 4, 2013

Regular Meeting

Item Bids1

Council to consider awarding the bid for a new, six wheel street sweeper for the Transportation Department to Nebraska Environmental in the amount of $126,306.00.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For Meeting of: November 4, 2013

AGENDA TITLE: Consideration of bid tabulation for one, new, six wheel street sweeper with conveyor and hopper for the Transportation Department.

SUBMITTED BY: Mark Bohl, Director of Public Works

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION: One bid was received and opened on October 28, 2013 at 11:00 A.M. for one, new six wheel street sweeper with squeegee style conveyor and high dump hopper. Nebraska Environmental Products bid did meet or exceed all the specifications. Please see bid tabulation below:

	Bid Price	Less Trade-ins	Total
Nebraska Environmental	**$186,306.00**	**$60,000.00**	**$126,306.00**
Alternate Bid (Demo)			
Nebraska Environmental	**$183,806.00**	**$60,000.00**	**$123,806.00**

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Award bid to Nebraska Environmental Products for one, new Street Sweeper with Squeegee Style Conveyor and High Dump Hopper meeting all specifications for $126,306.00.

EXHIBITS

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

Other (specify) **X Bid Sheets**

Notification List: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: ___________________________________

City Manager

Alternate Bid

PROPOSAL FOR FURNISHING
ONE (1), NEW SIX WHEEL BROOM STREET SWEEPER WITH SQUEEGEE STYLE CONVEYOR AND HIGH DUMP HOPPER
For The
TRANSPORTATION DEPARTMENT

Mayor and City Council
Scottsbluff, Nebraska

Gentlemen:

I (we) have examined the Notice to Bidders, dated October 7, 2013, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish one (1), new Six Wheel Broom Street Sweeper With Squeegee Style Conveyor and High Dump Hopper for the Transportation Department.

2013	Elgin	Broom Badger - Demo
Year	Make	Model #

Less Trade-In: 2003 Elgin Street Sweeper
Model: Pelican, Ser.# P4059

Trade-In Value: $ 20,000.00

And
Less Trade-In: 2007 Elgin Pelican Sweeper
Model: P, Ser.# NP 0210 D

Trade-in Value: $ 40,000.00

Price With Trade-Ins: $ 123,806.00

My Bid for the described Six Wheel Broom Street Sweeper With Trade-Ins:

One Hundred Twenty Three Thousand, Eight Hundred Six Dollars
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before:
2-4 weeks ARO which meets the above specifications.
Month Day Year

Signature of Bidder: [signature]

Name of Bidder: Greg Oliverius

Company Represented by Bidder: Nebraska Environmental Products

Address of Bidder: 5360 Alvo Rd., Lincoln, NE

Telephone and FAX Number of Bidder: 402-435-0061 / 402-435-0644

PROPOSAL FOR FURNISHING
ONE (1), NEW SIX WHEEL BROOM STREET SWEEPER WITH SQUEEGEE STYLE CONVEYOR AND HIGH DUMP HOPPER
For The
TRANSPORTATION DEPARTMENT

Mayor and City Council
Scottsbluff, Nebraska

Gentlemen:

I (we) have examined the Notice to Bidders, dated October 7, 2013, Instructions to Bidders, and the Specifications, and submit the following proposal to furnish one (1), new Six Wheel Broom Street Sweeper With Squeegee Style Conveyor and High Dump Hopper for the Transportation Department.

2014 — Year   Elgin — Make   Broom Badger — Model #

Less Trade-In: 2003 Elgin Street Sweeper
Model: Pelican, Ser.# P4059   Trade-In Value: $ 20,000.00

And
Less Trade-In: 2007 Elgin Pelican Sweeper
Model: P, Ser.# NP 0210 D   Trade-in Value: $ 40,000.00

Price With Trade-Ins: $ 126,306.00

My Bid for the described Six Wheel Broom Street Sweeper With Trade-Ins:

One Hundred Twenty Six Thousand, Three Hundred Six Dollars
(amount written out fully)

If the City places an order with my firm for the specified equipment, I hereby certify I will deliver a new unit on or before:
60-90 Days ARO. which meets the above specifications.
Month Day Year

Signature of Bidder: [signature]

Name of Bidder: Greg Oliverius

Company Represented by Bidder: Nebraska Environmental Products

Address of Bidder: 5360 Alvo Rd., Lincoln, NE

Telephone and FAX Number of Bidder: 402-435-0061 / 402-435-0644

City of Scottsbluff, Nebraska
Monday, November 4, 2013
Regular Meeting

Item Reports1

Council to consider approval of credit card merchant agreement with ETS and approval of terminal rental agreement with ETS.

Staff Contact: Renae Griffiths, Finance Director

A g e n d a   S t a t e m e n t

Item No.

For meeting of: **November 4, 2013**

AGENDA TITLE: Approval of credit card merchant agreement with ETS and approval of terminal rental agreement with ETS.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance

PRESENTATION BY: Rick Kuckkahn

SUMMARY EXPLANATION: ETS is a credit card merchant that will offer lower credit card processing fees along with being a merchant in which their servicing works seamlessly with the new software. This agreement is to switch our credit card servicing to ETS. The terminal rental agreement is due to the fact that we'll process utility payments on the separate terminal. Application will be made with Visa's utility program that will allow for even lower fees for utility payments made. There may be another agreement to sign later on but this gets the process started.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends approval of both agreements.

EXHIBITS

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

Other (specify) ☒ ETS agreement & terminal rental agreement

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: ____________________________
City Manager

Rev 3/1/99CClerk

ETS — Merrick Bank

Merchant Application and Agreement

Merchant #: 394750525839 — MCC: 9399

MERCHANT NAME (DBA or Trade Name): CITY OF SCOTTSBLUFF	CORPORATE/LEGAL NAME (if Different):
LOCATION ADDRESS: 2525 CIRCLE DR	CORPORATE ADDRESS (if Different): 2525 CIRCLE DR
CITY: SCOTTSBLUFF; State: NE; Zip: 69361	CITY: SCOTTSBLUFF; State: NE; Zip: 69361
Location Phone: (308) 630-6220; Location Fax: (308) 630-6294	Corporate Phone: (308) 630-6220; Corporate Fax: (308) 630-6294
CONTACT NAME: CINDY DICKINSON; CONTACT EMAIL ADDRESS: CDICKINS@SCOTTSBLUFF.ORG	CONTACT PHONE: (308) 630-6221; FEDERAL TAX ID#: 47-6006350

DOES THIS LOCATION CURRENTLY TAKE PAYMENT CARDS? ☐ No ☒ Yes (if yes please provide)

HAS MERCHANT OR OWNERS/PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING PAYMENT CARDS FROM ANY PAYMENT NETWORK FOR THIS BUSINESS OR ANY OTHER BUSINESSES? ☒ No ☐ Yes (if yes please explain)

PRINCIPLES

Principle #1 Name:
First: RENAE Middle Init: Last: GRIFFITHS SSN: % Ownership: Title: DIRECTOR OF FINANCE
Home Address: City: State: Zip: Date of Birth:
Home Phone: (308) 630-6212 DL# / State: Email Address: RGRIFFITHS@SCOTTSBLUFF.ORG

Principle #2 Name:
First: Middle Init: Last: SSN: % Ownership: Title:
Home Address: City: State: Zip: Date of Birth:
Home Phone: DL# / State: Email Address:

TYPE OF BUSINESS

☐ Individual/Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC State:
☐ Non-Profit (Must Provide 503-C) ☐ Private ☐ Publicly Traded ☒ Government
☐ Board Run/Operated

Length of time in business: 113 Years 0 Months

Product or Service being offered:

NATURE OF BUSINESS

☒ Retail ☐ Retail w/Tip ☐ Mail/Phone Order ☐ Internet ☐ Restaurant ☐ Fast Food
☐ Lodging ☐ QSR ☐ Convenience ☐ Public Sector ☐ Petroleum ☐ Utility
☐ Other

Seasonal Sales: ☐ Yes ☒ No If so, please indicate high volume months
J ☐ F ☐ M ☐ A ☐ M ☐ J ☐ J ☐ A ☐ S ☐ O ☐ N ☐ D ☐

Method of Acceptance: (Totals to equal 100%)

Credit Cards Swiped: 90 % MO/TO 5 %
Key Entered: 5 % Internet: 0 % (URL:)

* Merchants processing less than 70% swipe transactions must complete the MO/TO Questionnaire (over)

Annual VMC Volume: $ 432,000.00 Monthly Payment Card Volume: $ 36,000.00
Ave. Ticket: $ 150.00 High Ticket: $ 600.00

Merchant's URL(s):

Merchant Name to appear on Statement: ☒ DBA Name ☐ Legal Name
Other:

DOES MERCHANT USE AN INDEPENDENT SERVICER THAT STORES, MAINTAINS OR TRANSMITS CARDHOLDER INFORMATION: ☐ No ☒ Yes (if yes, please provide:)
NAME: EMONEY VERSION NUMBER: 4.7

DOES MERCHANT USE A FULFILLMENT HOUSE TO FULFILL PRODUCT: ☒ No ☐ Yes (if yes, please provide:)
NAME: PHONE NUMBER:

HAS MERCHANT OR OWNERS/PRINCIPALS EVER FILED BUSINESS BANKRUPTCY and/or PERSONAL BANKRUPTCY ☒ No ☐ Yes (if yes, please provide:)
Explanation:

BANK ACCOUNT INFORMATION: ☐ Checking Account ☐ Savings Account Bank Name:

Attach voided check for the operating account where funds are to be deposited

Transit # (ABA Routing): Account # (DDA): Contact: Phone #:

* By providing the above referenced information, you are authorizing Bank to initiate ACH debit and credit transactions to said account

SCHEDULE A: VISA/MASTERCARD/DISCOVER® DISCOUNT RATES & FEES:

CARD FEES:

INTERCHANGE (COST) PLUS:		
CREDIT:	**% Markup**	**P/I Markup**
Visa BPS	0.20 %	$0.10
MC BPS	0.20 %	$0.10
Discover BPS	0.50 %	$0.10
DEBIT:	**% Markup**	**P/I Markup**
Offline Debit	0.30 %	$0.10
Online Debit	0.10 %	$0.10

OTHER FEES:

Application Fee	$0.00	ECP Net Fee	$0.00
Monthly Minimum Fee	$25.00	Chargeback Fee	$15.00
Equipment Reprogramming Fee	$0.00	Annual PCI Fee	$108.00
PMoney Setup Fee	$0.00	Monthly PCI Fee	$0.00
Statement Fee	$7.50	EMoney Setup Fee	$0.00
ACH Fee	$0.00	**T & E**	**Auth Fee**
EMoney User Fee	$0.00	AMEX	$0.20
EMoney Monthly Fee	$0.00	Diners	$0.20

If you currently accept American Express please write your existing account number on the line provided ; if you do not currently accept American Express and would like to, please check the box to apply.

American Express (10 digits): ☐ Apply

You have the option of accepting MasterCard credit cards, Visa credit cards, credit cards issued by Discover, MasterCard signature debit cards (MasterMoney Cards) or Visa signature debit cards (Check Cards), or debit cards issued by Discover. You may elect to accept any or all of these card types for payment. If you do not specifically indicate otherwise, your application will be processed to accept ALL MasterCard, Discover, and Visa card types.

Elected Visa, Discover, or MC card types NOT to accept:

Site Inspection:

Merchant: ☒ Owns ☐ Rents Landlord:
Building Type: ☐ Shopping Cntr. ☐ Office Building ☐ Industrial Building ☐ Residence
Area Zoned: ☒ Commercial ☐ Industrial ☐ Residential
Square Footage: ☐ 0-500 ☐ 501 - 2500 ☐ 2501 - 5000 ☒ 5001 - 10000+

Based upon your review, does Merchant have the appropriate facilities, equipment, inventory, personnel and license or permit to operate their business? ☐ No ☒ Yes

Comments:

* By signing below, inspector is certifying he/she has visited the location and information provided is true & correct

Inspector Name: SEAN LYNCH Inspector Date: Signature:

MO/TO QUESTIONNAIRE: COMPLETE THIS SECTION IF PROCESSING LESS THAN 70% CARD PRESENT:

What percentage of sales are to: Businesses Consumer ____________ % Individual Consumer ____________ %

Method of Marketing: ☐ Newspaper/magazine ☐ Television/Radio ☐ Internet ☐ Direct Mail, Brochure and/or Catalog ☐ Outbound Telemarketing Sales ☐ Other: ____________

Percentage of products sold via: Telephone Orders ____________ % Mail Fax Orders ____________ % Internet Orders ____________ % Other: ____________ %

Who processes the order? ☐ Merchant ☐ Fufillment Center ☐ Other ____________

Who enters credit card information into the processing system? ☐ Merchant ☐ Fufillment Center ☐ Consumer ☐ Other ____________

If credit card payment information taken over the Internet, is payment channel encrypted by SSL or better? ☐ No ☐ Yes

If Merchant is an e-commerce Merchant, is a Merchant Certificate utilized? ☐ No ☐ Yes if yes please provide the following:

Merchant Certificate Number ____________ Certificate Issuer ____________ Exp. Date: ____________ Is Certificate ☐ Individual ☐ Shared

Do you own the product/Inventory? ☐ No ☐ Yes Is the product stored at your business location? ☐ No ☐ Yes If no, where is it stored? ____________

After charge authorization, how long until product ships? ____________ days Who ships the product ____________

Product shipped by: ☐ Merchant ☐ Other ____________ Delivery receipt requested? ☐ Yes ☐ No

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask for a copy of your driver's license or other identifying documents.

MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE (Capitalized terms not defined in this Acceptance section have the meanings set forth in the Terms and Conditions section)

"By executing this Merchant Application on behalf of the merchant described above ("Merchant"), the undersigned individual(s) represent(s), warrant(s), and acknowledges(s) that: (i) All information contained in this Merchant Application ("Application") is true, correct and complete as of the date of this Application; (ii) If the Merchant is a corporation, limited liability company, or partnership, the individual(s) executing this Application have the requisite legal power and authority to complete and submit this Application on behalf of the Merchant and to make and provide the acknowledgements, authorizations and agreements set forth herein on behalf of the Merchant and individually; (iii) The information contained in this Application is provided for the purpose of obtaining, or maintaining, a merchant account for the Merchant with the Sponsor Bank ("BANK") and BANK will rely on the information provided herein in its approval process and in settling the applicable Discount Rate, Approved Average Ticket, and Approved Monthly Bankcard Volume; (iv) BANK is authorized to investigate, either through its own agents or through credit bureaus/agencies, the credit of the Merchant and each person listed on this Application; (v) BANK will determine all rates, fees and charges and notify Merchant of the approved fees and by Merchant's submission and acceptance of Merchant's first settled transaction. Merchant agrees to pay such approved fees; (vi) The Merchant Agreement will not take effect until Merchant has been approved by BANK and a merchant number has been issued to merchant; and (vii) The undersigned has received, read, understood, the Merchant Agreement, which is incorporated herein by reference thereto, and agrees on behalf of the merchant to be bound by the terms of such Merchant Agreement. The merchant on whose behalf this Application is being submitted acknowledges that if this Application is being submitted to Merrick Bank as the Sponsor Bank, ETS CORPORATION will may also be a party to this Merchant Agreement. In such case, Merchant acknowledges that ETS CORPORATION will rely on the representations and warranties set forth in this Application for Merchant Agreement and unless otherwise specified or prohibited by Association or applicable law , ETS CORPORATION will have all the rights of BANK under this Application and Agreement

MERCHANT:

Principal #1: X ____________

Print Name: RENAE GRIFFITHS Date: ____________

Principal #2: X ____________

Print Name: ____________ Date: ____________

BANK:

By: ____________ Date: ____________

Name and Title: ____________

ETS CORPORATION:

By: ____________ Date: ____________

Name and Title: HADI AKKAD - VP

CONTINUING PERSONAL GUARANTY PROVISION – PERSONAL GUARANTOR (Capitalized terms not defined in this Guaranty section have the meanings set forth below in the Terms and Conditions section)

By signing below, each individual or entity ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to ETS CORPORATION and BANK the prompt payment and full and complete performance of all obligations of the Merchant identified above under the Merchant Agreement, as amended from time to time, including, without limitation, all promises and covenants of the Merchant, and all amounts payable by the Merchant under the Merchant Agreement, including, without limitation, charges, interest, costs and other expenses, such as attorney's fees and court costs. This means, among other things, that ETS CORPORATION or BANK can demand performance or payment from any Guarantor if the Merchant fails to perform any obligation or pay what the Merchant owes under the Agreement. Each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (1) the Merchant Agreement cannot be enforced against the Merchant for any reason, including, without limitation, bankruptcy proceedings; (2) either ETS CORPORATION or BANK agrees to changes or modifications to the Merchant Agreement, with or without notice to Guarantor; (3) ETS CORPORATION or BANK releases any other Guarantor or the Merchant from any obligation under the Merchant Agreement; (4) any law, regulation, or order of any public authority affects the rights of either ETS CORPORATION, Merchant, or BANK under the Merchant Agreement; and/or (5) anything else happens that may affect the rights of either ETS CORPORATION or BANK against the Merchant or any other Guarantor. Each Guarantor further agrees that: (a) ETS CORPORATION and BANK each may delay enforcing any of its rights under this guaranty without losing such rights and hereby waives any applicable Statute of Limitations; (b) ETS CORPORATION and BANK each can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor or from any security held by the BANK; and (c) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by either ETS CORPORATION or the BANK in connection with the enforcement of the Merchant Agreement or this Guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court. If the Merchant is a corporation or limited liability company, this Guaranty must be executed by a principal or affiliate of Merchant.

Principal #1: ____________

Print Name: X RENAE GRIFFITHS Date: ____________

Principal #2: ____________

Print Name: X ____________ Date: ____________

BANK DISCLOSURE

Member Bank Information: Merrick Bank, 135 Crossways Park Dr North, Suite A100 Woodbury, NY 11797 • Phone (800) 267-2256

Important Bank Responsibilities:

1. Merrick Bank is the only entity approved to extend acceptance of Visa products directly to a Merchant.
2. Merrick Bank is responsible for educating Merchants on pertinent Visa operating regulations with whichMerchants must comply.
3. Merrick Bank, not ETS CORPORATION must hold, administer and control all reserve funds derived from settlement.
4. Merrick Bank, not ETS CORPORATION, must hold, administer and control settlement funds for the Merchant.
5. Merrick Bank must be a principal (signer) to the Merchant Agreement

Merchant Information: Refer to Merchant Application

Important Merchant Responsibilities:

1. Complying with cardholder data security and storage requirements
2. Maintaining fraud and chargebacks below established thresholds.
3. Reviewing and understanding the Merchant Agreement.
4. Complying with Visa's operating regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member - Merrick Bank - is the ultimate authority should the Merchant have any problems.

Principal #1: X____________________ Principal #2: X____________________

Print Name: RENAE GRIFFITHS Date: __________ Print Name: ____________________ Date: __________

TERMS AND CONDITIONS

Subject to the requirements of applicable Card Association rules, ETS CORPORATION and Bank may allocate their respective duties and obligations between themselves as they deem appropriate at their sole discretion, and ETS CORPORATION or Bank may jointly or individually assert or exercise the rights or remedies provided to the Bank hereunder. In consideration of the mutual covenants herein, Bank, ETS CORPORATION and Merchant have agreed as follows

ARTICLE I - DEFINITIONS

1.01 "**Account**" means a commercial checking account or demand deposit maintained by Merchant as set forth in Section 5.16 for the crediting of collected funds and the debiting of fees and charges under this Agreement.

1.02 "**ACH**" means the Automated Clearing House paperless entry system controlled by the Federal Reserve Board.

1.03 "**Agreement**" means these terms and conditions and any supplementary documents indicated herein, and valid schedules and amendments to the foregoing.

1.04 "**Authorization**" means a computerized function or a direct phone call to a designated number to examine individual Transactions to obtain approval from the Card Issuer to charge the Card for the amount of the sale.

1.05 "**Card**" means (i) a valid credit card in the form issued under license from Visa U.S.A., Inc. Visa International, Inc. or MasterCard International, Inc. ("Bank Card") or Discover®; or (ii) any other valid credit card accepted by Merchant by agreement with Bank and ETS CORPORATION.

1.06 "**Card Association**" means Visa U.S.A., Inc., Visa International, Inc., MasterCard International, Inc. or Discover or any other Card Issuers that provide Cards that are accepted by Merchant by agreement with Bank and ETS CORPORATION.

1.07 "**Card Issuer**" means the financial institution or company which has provided a Card to a Cardholder.

1.08 "**Card Not Present (CNP)**" means that an Imprint of the Card is not obtained at the point-of-sale.

1.09 "**Cardholder**" means the person whose name is embossed upon the face of the Card.

1.10 "**Cardholder Information**" means any non-public, sensitive information about a Cardholder, including any combination of Cardholder name plus the Cardholder's social security number, driver's license or other identification number or credit or debit card number, or other bank account number.

1.11 "**Chargeback**" means the procedure by which a Sales Draft (or disputed portion thereof) is returned to Bank by a Card Issuer because such item does not comply with the applicable Card plan's operating regulations.

1.12 "**Credit Voucher**" means a document executed by a Merchant evidencing any refund or price adjustment relating to Cards to be credited to a Cardholder account.

1.13 "**Imprint**" means (i) an impression on a Sales Draft manually obtained from a Card through the use of an imprinter, or (ii) the electronic equivalent obtained by swiping a Card through a terminal and electronically capturing Card Data and printing a Sales Draft.

1.14 "**Mid or Non-Qualifying Transaction**" means any sale Transaction that fails to qualify for lowest interchange rate assigned by the applicable Card Association for the standard card industry code of Merchant and which may be charged fees as set forth in Schedule A.

1.15 "**Sales Draft**" means the paper form, whether electronically or manually imprinted, evidencing a sale Transaction.

1.16 "**Transaction**" means any sale of products or services, or credit for such, from a Merchant for which the Cardholder makes payment through the use of any Card and which is presented to Bank for collection.

1.17 "**Voice Authorization**" means a direct phone call to a designated number to obtain credit approval on a Transaction from the Card Issuer, whether by voice or voice-activated systems.

ARTICLE II - CARD ACCEPTANCE

2.01 Honoring Cards.

(a) Merchant will accept all valid Cards when properly presented by Cardholders in payment for goods or services, subject to applicable Card Association rules requiring Merchant to elect whether it will accept credit only, debit only or both debit and credit Cards. Merchant's election is set forth in the Application. (b) Merchant will not establish minimum or maximum amounts for Card sales as a condition for accepting any Card. (c) Merchant will not require any Cardholder to pay as a surcharge any part of any discount or charge imposed upon Merchant by this Agreement, whether through any increase in price or otherwise require a Cardholder presenting a Card to pay any charge or price as a condition of sale that is not also required from a customer paying cash. However, Merchant may not, by this term, be prevented from offering discounts to customers for cash purchases. (d) Merchant will not engage in a Card Transaction (other than a mail order, telephone order, ecommerce or preauthorized sale to the extent permitted under this Agreement) if the person seeking to charge the purchase to his or her Card account does not present the Card to permit Merchant to compare the signature on the Card to the signature on the Sales Draft and obtain an Imprint or otherwise use the physical Card to complete the Transaction.

2.02 Advertising.

(a) Merchant agrees to prominently display the promotional materials provided by Bank and ETS CORPORATION in its place (s) of business. Use of promotional materials and use of any trade name, trademark, service mark or logo type ("Marks") associated with Card(s) will be limited to informing the public that Card(s) will be accepted at Merchant's place(s) of business. Merchants' use of promotional materials and Marks is subject to the direction of Bank and ETS CORPORATION. (b) Merchant may use promotional materials and Marks only during the term of this Agreement and will immediately cease use and return any inventory to Bank or ETS CORPORATION upon any termination thereof. (c) Merchant will not use any promotional materials or Marks associated with Visa, MasterCard or Discover in any way which suggests or implies that either endorses any goods or services other than Card payment services.

2.03 Card Acceptance. When accepting a Card, Merchant will follow the steps provided by Bank and ETS CORPORATION for accepting Cards and will:

(a) Determine in good faith and to the best of its ability that the Card is valid on its face; (b) Obtain Authorization from the Card Issuer to charge the Cardholder's account; (c) Unless the Sales Draft is electronically generated or is the result of a mail, phone or preauthorized order, (i) obtain an Imprint of the Card including embossed data from the merchant imprinter plate; and (ii) obtain the Cardholder's signature on the Sales Draft and compare that signature to the signature on the Card; (d) Enter a description of the goods or services sold and the price thereof (including any applicable taxes); (e) Deliver a true and completed copy of the Sales Draft to the Cardholder at the time of delivery of the goods or performance of the services, or, if the Sales Draft is prepared by a point-of-sale terminal, at the time of the sale; (f) Offer the Sales Draft to Bank for purchase according to Bank's procedures and the terms of this Agreement; and (g) Make an Imprint of the Card, if the Transaction is not based upon a mail, phone or pre-authorized order.

2.04 Authorization. Merchant will obtain an Authorization for all Card sales. If Merchant cannot, for any reason, obtain an electronic Authorization through the use of a terminal, Merchant will request a Voice Authorization from Bank's designated authorization center and will legibly print the authorization number on the Sales Draft. Merchant will not obtain or attempt to obtain authorization from Bank's authorization center unless Merchant intends to submit to Bank a Transaction for the authorized amount if Authorization for the Transaction is given. Merchant may not divide a single Transaction between two or more Sales Drafts on a single Card to avoid Authorization limits that may be set by the Card Issuer. Merchant acknowledges that an Authorization provides only that the Cardholder account has sufficient credit available to cover the amount of the current sale and that an Authorization is not a guarantee that the Transaction will not be subject to dispute or Chargeback and does not warranty the Cardholder's identity. Merchant may not attempt to obtain an authorization by successively decreasing the sale amount. Bank or ETS CORPORATION may refuse to purchase or process any Sales Draft presented by Merchant: (a) unless a proper authorization or approval code has been recorded on the Sales Draft; (b) if Bank or ETS CORPORATION determines that the Sales Draft is or is likely to become uncollectible from the Cardholder to which the transaction would otherwise be charged; or (c) if Bank or ETS CORPORATION has reason to believe that the Sales Draft was prepared in violation of any provision of this Agreement. Merchant will use, and may not circumvent, fraud identification tools requested by Bank or ETS CORPORATION, including Address Verification System processing and CVV2 processing, and acknowledges that the use of these tools may prevent Merchant from accepting certain Cards as payment. Merchant acknowledges that its use of fraud identification tools may not prevent fraudulent Card usage, and agrees that any fraudulent Transaction may ultimately result in a Chargeback, for which Merchant retains full liability under this Agreement.

2.05 Retention and Retrieval of Cards.

(a) Merchant will use its best efforts, by reasonable and peaceful means, to retain or recover a Card (i) when receiving such instructions when making a request for Authorization or (ii) if Merchant has reasonable grounds to believe the Card is counterfeit, fraudulent or stolen. (b) The obligation of Merchant imposed by this section to retain or recover a Card does not authorize a breach of the peace or any injury to persons or property, and Merchant will hold Bank and ETS CORPORATION harmless from any claim arising from any injury to person or property or other breach of the peace in connection with the retention or recovery of a Card.

2.06 Multiple Transaction Records; Partial Consideration.

Merchant will not prepare more than one Sales Draft for a single sale or for a single item but will include all items of goods and services purchased in a single Transaction in the total amount on a single Sales Draft except under the following circumstances: (i) For purchases in separate departments of a multiple department store; (ii) For partial payment, installment payment, delayed delivery or an advance deposit; or (iii) For delayed or amended charges governed by rules for travel and entertainment merchants and Transactions.

2.07 Telephone Orders, Mail Orders, eCommerce, Preauthorized Orders and Installment Orders.

(a) Unless Merchant has been approved by Bank to accept mail, phone or ecommerce orders, Merchant warrants that it is a walk-in trade business, located in a retail business place where the public moves in and out freely in order to purchase merchandise or obtain services. If Bank and ETS CORPORATION determines Merchant has accepted unapproved Card Transactions without Bank's authorization, which are placed by telephone, generated through telephone solicitation, mail order or other means that does not create a Sales Draft that bears the Card imprint and Cardholder's signature, this Agreement will be immediately terminated and the value of all Sales Drafts collected from the first day of processing may be charged back to Merchant and all funds therefrom will be held pursuant to Article IV . (b) Unless approved by Bank, this Agreement does not contemplate regular acceptance of Cards for sales accepted by telephone, mail or ecommerce nor through preauthorized orders. If an occasional Card Transaction is made by mail, phone or preauthorized order, the Sales Draft may be completed without the Cardholder's signature or an Imprint, but in such case Merchant will create a Sales Slip containing Cardholder data, an Authorization number, the sale amount and the letters "MO", 'TO" or "PO", as appropriate. Receiving an Authorization will not relieve the Merchant of liability for Chargeback on any Transaction for which the Merchant did not obtain an Imprint or the Cardholder's signature.

2.08 Lodging and Vehicle Rental Transactions.

(a) Merchant must estimate and obtain Authorization for the amount of the Transaction based upon the Cardholder 's intended length of stay or rental. Additional Authorization must be obtained and recorded for charges actually incurred in excess of the estimated amount . (b) Regardless of the terms and conditions of any written preauthorization form, the Sales Draft amount for any lodging or vehicle rental Transaction will include only that portion of the sale , including any applicable taxes, evidencing a bona fide rental of real or personal property by Merchant to the Cardholder and will not include any consequential charges . Nothing contained herein is intended to restrict Merchant from enforcing the terms and conditions of its preauthorization form through means other than a Card Transaction .

2.09 Returns and Adjustments; Credit Vouchers.

(a) Merchant's policy for the exchange or return of goods sold and the adjustment for services rendered will be established and posted in accordance with operating regulations of the applicable Card Association's regulations. Merchant agrees to disclose, if applicable, to a Cardholder before a Card sale is made, that if merchandise is returned: (i) no refund, or less than a full refund, will be given; (ii) returned merchandise will only be exchanged for similar merchandise of comparable value; (iii) only a credit toward purchases will be given; or (iv) special conditions or circumstances apply to the sale (e.g., late delivery, delivery charges, or other non-credit terms). (b) If Merchant does not make these disclosures, a full refund in the form of a credit to the cardholder's Card account must be given. Disclosures must be made on all copies of Sales Drafts or invoices in letters approximately 1/4" high in close proximity to the space provided for the Cardholder's signature or on an invoice issued at the time of the sale or on an invoice being presented for the Cardholder's signature. (c) Any change in Merchant’s return or cancellation policy must be submitted in writing to Bank and ETS CORPORATION not less than fourteen (14) days prior to the change. Bank or ETS CORPORATION reserves the rights to refuse to process any Sales Draft made subject to a revised return or cancellation policy of which Bank and ETS CORPORATION have not been notified as required herein.

2.10 Cash Payments. Merchant will not receive any payments from a Cardholder for charges included in any Transaction resulting from the use of any Card nor receive any payment from a Cardholder to prepare and present a Transaction for the purpose of effecting a deposit to the Cardholder 's Card account.

2.11 Cash Advances; Scrip Purchases. Merchant will not deposit any Transaction for the purpose of obtaining or providing a cash advance either on Merchant 's Card or the Card of any other party and will not accept any Card at a scrip terminal. Merchant agrees that either such action will be grounds for immediate termination of this Agreement .

2.12 Duplicate Transactions. Merchant will not deposit duplicate Transactions. Merchant will be debited for any adjustments for duplicate Transactions and will be liable for any Chargebacks which may result therefrom.

2.13 Deposit of Fraudulent Transactions. Merchant will not accept or deposit any fraudulent Transaction and may not under any circumstances present for processing or credit , directly or indirectly, a Transaction which originated with any other merchant or any other source other than Transactions arising from bona fide purchases from Merchant for the goods and services for which Merchant has been approved under this Agreement . If Merchant deposits any prohibited Transaction, Merchant may be immediately terminated, and Bank may hold funds and/or demand an Escrow pursuant to Sections 4.02 and 5.06; further, Merchant may be subject to the Visa and MasterCard and Discover reporting requirements under the terms of this Agreement. Merchant understands and agrees that it is responsible for its employees’ action , whether negligent or fraudulent, while in its employ.

2.14 Collection of Pre-existing Debt. Merchant will not prepare and present to Bank for purchase any Transaction representing the refinancing of an exiting obligation of a Cardholder including , but not limited to, obligations (i) previously owed to Merchant, (ii) rising from the dishonor of a Cardholder's personal check, Chargeback, and/or (iii) representing the collection of any other pre-existing indebtedness, including collection of delinquent accounts on behalf of third parties.

2.15 Data Security/Personal Cardholder Information. Merchant may not, as a condition of sale, impose a requirement on Cardholders to provide any personal information as a condition for honoring Cards unless such information is required to provide delivery of goods or services or Merchant has reason to believe the identity of the person presenting the Card may be different than that of the Cardholder. Merchant will not, under any circumstances, release, sell or otherwise disclose any Cardholder Information to any person other than Bank or ETS CORPORATION or the applicable Card Association, except as expressly authorized in writing by the Cardholder, or as required by law.

(a) Safeguards. Merchant will maintain appropriate administrative, technical and physical safeguards for all Cardholder Information. These safeguards will (i) insure the confidentiality of Cardholder Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Cardholder Information; (iii) protect against unauthorized access to or use of Cardholder Information that could result in substantial harm or inconvenience to any Cardholder; and (iv) properly dispose of all Cardholder Information to ensure no unauthorized access to Cardholder Information. Merchant will maintain all such safeguards applicable to Merchant or Bank or ETS CORPORATION in accordance with applicable federal and state laws, rules, regulations and guidance.

(b) Compliance with Card Association Rules. Merchant represents, warrants and covenants that it is and will remain throughout the term of this Agreement in compliance with Card Association bylaws, operating regulations and rules related to data security, data integrity and the safeguarding of Cardholder Information including the Payment Card Industry Data Security Standard (“PCI”), Discover Information Security Compliance (“DISC”), MasterCard’s Site Data Protection Program (“SDP”), and Visa’s Customer Information Security Program (“CISP”), in effect and as may be amended, supplemented or replaced. Merchant will cause all of its service providers, subcontractors and agents to comply with PCI, SDP, DISC and CISP requirements at all times. Merchant will report any non-compliance immediately to Bank or ETS CORPORATION. To accomplish the foregoing, Merchant will encrypt all debit, credit or stored value card numbers whether in storage, transport or backup and will not store data security codes on its systems, network or software.

(c) Annual Certification. Merchant will provide an annual certification to Bank or ETS CORPORATION if requested by Bank or ETS CORPORATION (in a form acceptable to Bank or ETS CORPORATION) certifying compliance with the data security provisions of this Agreement , including compliance with applicable Card Association requirements such as PCI , SDP and CISP. Merchant will provide annual certifications for Merchant’s service providers , subcontractors and agents.

(d) Information Use Limitations. Merchant may not sell, disclose, or otherwise make Cardholder Information available, in whole or in part, in a manner not provided for in this Agreement, without Bank’s or ETS CORPORATION's prior written consent. Merchant may, however, disclose Cardholder Information to its service providers, subcontractors and agents who have a need to know such information to provide the Services described in this Agreement , provided that those individuals or entities have assumed confidentiality obligations in accordance with this Agreement, or as may be required by legal process or applicable federal and state laws, rules, regulations and guidance and have entered into a written agreement with Merchant containing Merchant’s and such individuals’ or entities’ agreement to the foregoing data security provisions including compliance with Card Association rules, regulations or bylaws.

(e) Response to Unauthorized Access. Merchant will notify Bank or ETS CORPORATION within 24 hours after it knows of any breach in security resulting in an unauthorized access to Cardholder Information. Merchant will provide any assistance that Bank or ETS CORPORATION , the issuing bank of any Cardholder, and their regulators and the Card Associations deem necessary to contain and control the incident to prevent further unauthorized access to or use of Cardholder Information. Such assistance may include, but not be limited to, preserving records and other evidence and compiling information to enable Bank or ETS CORPORATION and the issuing bank (s) or the Card Associations to investigate the incident and provide assistance and cooperation to: (a) file suspicious activity reports (as applicable); (b) notify their regulators (as applicable); and (c) notify the affected Cardholder (as required). Unless the unauthorized access was due to Bank’s acts or omissions , Merchant will bear the cost of notifying affected Cardholder.

(f) Miscellaneous. Merchant may not make a claim against Bank or ETS CORPORATION or hold Bank or ETS CORPORATION liable for the acts or omissions of other merchants , service providers, Card Associations, financial institutions or others that do not have a written contractual relationship with Bank or ETS CORPORATION or over which Bank or ETS CORPORATION has no control. These provisions supplement, augment and are in addition to obligations of indemnification, audit, confidentiality and other similar provisions contained in this Agreement. This Section 2.15 and each of its subsections will survive this Agreement’s termination. Merchant may not store in any system or in any manner discretionary Card read data including without limitation CVV2 data, PIN data, address verification data or any other information prohibited by Card Association Rules .

2.16 Compliance with Card Association Rules. Merchant will comply with and conduct its Card activities in accordance with all applicable Card Association rules and regulations . Failure to comply with such rules and regulations may result in Merchant being terminated for cause and listed on various Card Association and industry databases , including the Terminated Merchant File and the Merchant Alert to Control High Risk Merchants file ("MATCH"). With respect to MasterCard, Discover, or Visa USA, Merchant may not: (a) accept Cardholder payments for previous Card charges incurred at the Merchant location; (b) establish a minimum or maximum transaction amount as a condition for honoring a Card; (c) require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number , card expiration date, signature, or any other card account data in plain view when mailed; (d) add any surcharge to transactions; (e) add any tax to transactions, unless applicable law expressly requires that Merchant be permitted to impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately); (f) enter into interchange any transaction receipt for a transaction that was previously charged back to Bank and subsequently returned to Merchant, irrespective of Cardholder approval (Merchant may pursue payment from the Cardholder outside the Card Association system); (g) request or use an account number of any purpose other than as payment for its goods or services; (h) disburse funds in the form of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Merchant; (i) disburse funds in the form of cash, unless: (i) Merchant is a lodging or cruise line merchant disbursing cash to a Cardholder, (ii) Merchant is dispensing funds in the form of travelers cheques, Cards, or foreign currency, or (iii) Merchant is participating in the Card Association cash back service; (j) accept a Card for the purchase or scrip; (k) accept a Card for manual cash disbursement; (l) accept a Card to collect or refinance existing debt that has been deemed uncollectible by the Merchant providing the associated goods or services; or (m) enter into a Transaction that represents collection of a dishonored check . Merchant will pay all Card Association fines, fees, penalties and all other assessments or indebtedness levied by Card Associations to Bank or ETS CORPORATION which are attributable , at the Bank's or ETS CORPORATION'S discretion, to Merchant's Transaction processing or business. (n) accept a Card for an unlawful Internet gambling transaction. Merchant will pay all Card Association fines, fees, penalties and all other assessments or indebtedness levied by Card Associations to Bank or ETS CORPORATION which are attributable , at the Bank's or ETS CORPORATION'S discretion, to Merchant's Transaction processing or business.

2.17 Merchant's Business. Merchant will notify Bank or ETS CORPORATION immediately if it intends to (a) transfer or sell any substantial part of its total assets, or liquidate; (b) change the basic nature of its business, including selling any products or services not related to its current business; (c) change majority ownership or transfer control of its business; (d) enter into any joint venture, partnership or similar business arrangement whereby any person or entity not a party to this Agreement assumes any interest in Merchant 's business; (e) alter in any way Merchant's approved monthly volume, average, or maximum ticket; or (f) changes its return policies or to another fulfillment house different from those identified in Merchant Application. Merchant will notify Bank or ETS CORPORATION promptly in writing if it becomes subject to any voluntary or involuntary bankruptcy or insolvency petition or proceeding. Merchant's failure to provide notice as required above may be deemed a material breach and will be sufficient grounds for termination of Merchant and for Bank's or ETS CORPORATION'S exercise of all its rights and remedies provided by this Agreement. If any change listed above occurs, Bank or ETS CORPORATION may immediately terminate this Agreement.

2.18 Merchant's Warranties. Merchant represents and covenants that: (a) all information contained in the Merchant Application or any other documents delivered to Bank or ETS CORPORATION in connection therewith is true and complete and properly reflects Merchant's business, financial condition and principal partners, owners or officers; (b) Merchant has power to execute, deliver and perform this Agreement, and this Agreement is duly authorized, and will not violate any provisions of law, or conflict with any other agreement to which Merchant is subject; (c) Merchant holds all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (d) there is no action, suit or proceeding at law or in equity now pending or to Merchant's knowledge, threatened by or against or affecting Merchant which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations; (e) each Sales Draft presented to Bank or ETS CORPORATION for collection is genuine and is not the result of any fraudulent or prohibited Transaction or is not being deposited on behalf of any business other than Merchant as authorized by this Agreement ; (f) each Sales Draft is the result of a bona fide Card Transaction for the purchase of goods or services from Merchant by the Cardholder in the total amount stated on the Sales Draft ; (g) Merchant has performed or will perform all of its obligations to the Cardholder in connection with the Card Transaction evidenced thereby ; (h) Merchant has complied with Bank's or ETS CORPORATION'S procedures for accepting Cards, and the Card Transaction itself does not involve any element of credit for any other purposes other than as set forth in this Agreement , and is not subject to any defense, dispute, offset or counterclaim which may be raised by any Cardholder under the Card Associations' rules, the Consumer Credit Protection Act (15 USC §1601) or other relevant state or federal statutes or regulations; and (i) any Credit Voucher which it issues represents a bona fide refund or adjustment on a Card sale by Merchant with respect to which a Sales Draft has been accepted by Bank or ETS CORPORATION .

ARTICLE III - PRESENTMENT, PAYMENT, CHARGEBACK

3.01 Acceptance. Bank will accept from Merchant all Sales Drafts deposited by Merchant under the terms of this Agreement and will present the same to the appropriate Card Issuers for collection against Cardholder accounts. Merchant is required to transmit Sales Drafts and Credit Vouchers to Bank or its processing vendor on the same of next business immediately following the day that such Sales Drafts and Credit Vouchers have been originated. All presentment and assignment of Sales Drafts, collection therefore and re-assignment or rejection of such Sales Drafts are subject to the terms of this Agreement and regulations of the Card Associations. Bank will only provisionally credit the value of collected Sales Drafts to Merchant's Account and reserves the right to adjust amounts collected to reflect the value of Chargebacks (actual and anticipated), fees, penalties, late submission charges, Reserve deposits, negative Sales Draft batch deposits and items for which Bank did not receive final payment.

3.02 Endorsement. The presentment of Sales Drafts to Bank for collection and payment is Merchant's agreement to sell and assign all its right, title and interest in each Sales Draft completed in conformity with Bank's acceptance procedures and shall constitute an endorsement by Merchant to Bank of such Sales Drafts. Merchant hereby authorizes Bank to supply such endorsement on Merchant's behalf.

3.03 Prohibited Payments. Bank will have the sole right to receive payment of any Sales Draft presented by Merchant and paid by Bank unless and until there is a Chargeback . Unless specifically unauthorized in writing by Bank, Merchant will not make or attempt to make any collections on any Sales Draft, including Chargebacks, and will hold in trust for Bank and will promptly deliver in kind to Bank any payment Merchant receives, in whole or in part, of the amount of any accepted Transaction, together with the Cardholder's name and account number and any correspondence accompanying the payment.

3.04 Chargebacks. Merchant will accept for chargeback any sale for which the Cardholder disputes the validity of the sale according to prevailing Card Association regulations , or a Card issuer or Bank or ETS CORPORATION determines that Merchant has in any way failed to comply with Card Association regulations or Bank 's or ETS CORPORATION's procedures in accepting a Card and presenting the resulting Sales Draft to Bank for purchase. Section 2.03 notwithstanding, Bank may charge back the amount of a Card sale for which the Cardholder disputes that authorizing the charge if Merchant failed to obtain the Card Imprint or the Cardholder's signature . Merchant may not initiate a sale Transaction in an attempt to collect a Chargeback. Merchant will pay the current published fees for each Chargeback as listed on Schedule A.

3.05 Chargeback Reserve Account. Notwithstanding anything to the contrary in this Agreement, Bank or ETS CORPORATION may establish (without notice to Merchant) and Merchant agrees to fund a non-interest bearing chargeback reserve account (the "Reserve Account"), or demand other security or raise any discount, transaction or other fees. This account may be established at any time or for any reason. Specific examples might include: (a) Merchant engages in any charge processing that creates an overcharge to a Cardholder by duplicating charges; (b) any activity designed by Merchant to circumvent a "call center" message when attempting to process a transaction; (c) Merchant breaches this Agreement, violates any representation, covenant or warranty herein, violates any applicable Card Association rule or applicable law; (d) Merchant's application is in any way inaccurate or becomes inaccurate subsequent to Bank's approval of the application; (e) Merchant changes its type of business without Bank's prior written approval; (f) fraud, Merchant processes an unauthorized charge, or other action that violates Bank's or ETS CORPORATION's applicable risk management standards or is likely to cause a loss ; (g) Merchant has chargebacks exceeding 1% of the total number of transactions completed by Merchant in any 30 calendar day period; (h) excessive numbers of requests from consumers or issuing banks to retrieve documentation; (i) Merchant's financial stability is in question or Merchant ceases doing business; or (j) Merchant terminates this Agreement. Once the Reserve Account is established, collected funds will be placed in the Reserve Account. Before releasing funds after this Agreement is terminated, Merchant will pay any equipment cancellation fees and any outstanding charges, losses or amounts, and Chargebacks for which Merchant has provided indemnification under this Agreement . Further, Bank or ETS CORPORATION may require Merchant to deposit additional amounts based upon Merchant's processing history and/ or anticipated risk of loss to Bank or ETS CORPORATION into the Reserve Account. Once established, unless Bank or ETS CORPORATION determines otherwise at its sole discretion, the Reserve Account will remain in place for 180 days and a reasonable period thereafter during which Cardholder disputes may remain valid under applicable Card Association rules. The provisions of this Agreement relating to account debits and credits apply to the Reserve Account and survive this Agreement's termination until Bank terminates the Reserve Account. Any balance remaining after chargeback rights have expired and all of Bank's or ETS CORPORATION's other expenses, losses and damages have been paid will be disbursed to Merchant.

ARTICLE IV - TERMINATION AND EFFECT OF TERMINATION

4.01 **Term.** This Agreement will be effective once Bank and ETS CORPORATION accepts it and, unless otherwise terminated, will continue for three (3) years with automatic three-year renewals thereafter until Merchant provides written notice of non-renewal given not less than 30 days before the end of the then-current term.

4.02 **Termination.**

(a) Without Cause. Bank or ETS CORPORATION may terminate this Agreement, without cause, upon 30 days advance written notice to Merchant.

(b) For Cause. Bank or ETS CORPORATION may terminate this Agreement in its sole discretion, effective immediately, upon written or verbal notice, or by closing Merchant's point-of-sale terminal, if Bank or ETS CORPORATION reasonably determines that any of the following conditions exists: (i) Merchant has violated any provision of this Agreement; (ii) there is a material adverse change in Merchant's financial condition; (iii) if any case or proceeding is commenced by or against Merchant under any federal or state law dealing with insolvency, bankruptcy, receivership or other debt relief; (iv) any information which Merchant provided to Bank or ETS CORPORATION, including Application information, was false, incomplete or misleading when received; (v) at any time during the term of this Agreement, Merchant has had a monthly ratio of Chargebacks to total transactions exceeding Card Association requirements or 1%, or Chargebacks exceed 3% of any monthly dollar amount of total transactions; (vi) an overdraft in the settlement account exists for more than three days; (vii) Merchant or any of Merchant's officers or employees has been involved in processing transactions arising from fraudulent or otherwise unauthorized transactions ; (viii) Merchant is or will be unable or unwilling to perform its obligations under this Agreement or applicable law; (ix) Merchant has failed to timely pay Bank or ETS CORPORATION any amount due; (x) Merchant has failed to promptly perform or discharge any obligation under its settlement account or the Reserve Account ; (xi) any of Merchant's representations or warranties made in connection with this Agreement was not true or accurate when given; (xii) Merchant has defaulted on any agreement it has with the Bank or ETS CORPORATION; (xiii) Bank or ETS CORPORATION is served with legal process seeking to attach or garnish any of Merchant's funds or property in Bank's or ETS CORPORATION's possession , and Merchant does not satisfy or appeal the legal process within 15 days of such service; (xiv) any Card Association rules are amended in any way so that the continued existence of this Agreement would cause Bank or ETS CORPORATION to be in breach of those rules; (xv) any guaranty supporting Merchant's obligations is revoked, withdrawn, terminated or altered in any way; (xvi) if any circumstances arise regarding Merchant or its business that create harm or loss of goodwill to any Card Association ; (xvii) termination is necessary to prevent loss to Bank or ETS CORPORATION or Card Issuers; (xviii) Merchant's type of business indicated on the Application or as conducted by Merchant could endanger the Bank's or ETS CORPORATION's safety or soundness; (xix) Merchant's owner, officer, guarantor, or corporate entity has a separate relationship with the Bank or ETS CORPORATION and that relationship is terminated, (xx) Merchant appears on any Card Association's security reporting; or (xxi) Bank's or ETS CORPORATION's security for repayment becomes impaired.

4.03 **Effect of Bankruptcy.** Any account or security held by Bank or ETS CORPORATION will not be subject to any preference, claim or stay by reason of bankruptcy or similar law. The parties expressly agree that the acquisition of Card Transactions hereunder is a financial accommodation and if Merchant becomes a debtor in any bankruptcy or similar proceeding , this Agreement may not be assumed or enforced by any other person and Bank or ETS CORPORATION will be excused from performance hereunder .

4.04 **Effect of Termination.** When termination becomes effective, the parties' rights and obligations existing under this Agreement survive. If this Agreement is terminated, regardless of cause, Bank or ETS CORPORATION may withhold and discontinue the disbursement for all Cards and other Merchant Transactions in the process of being collected and deposited . If Merchant is terminated for cause, Merchant acknowledges that Bank or ETS CORPORATION may be required to report Merchant's business name and the names and other identification of its principals to the MATCH file maintained by Visa, Discover, and MasterCard. **Merchant expressly agrees and consents to such reporting if Merchant is terminated for any reason requiring listing on the MATCH file.** Merchant waives and will hold harmless Bank or ETS CORPORATION from any claims that Merchant may raise as a result of Bank's or ETS CORPORATION's MATCH file reporting. Merchant will also immediately cease requesting Authorizations. If Merchant obtains any Authorization after termination, the fact that any Authorization was requested or obtained will not reinstate this Agreement. Further, Merchant will return all Bank or ETS CORPORATION property, forms, or equipment. All obligations for Transactions prior to termination (including payment for Chargebacks and Bank's or ETS CORPORATION's expenses relating to Chargebacks) survive termination. Bank or ETS CORPORATION is not liable to Merchant for damages (including prospective sales or profits) due to termination. Following termination, Merchant will upon request provide Bank or ETS CORPORATION with all original and electronic copies of Sales Drafts and Credit Vouchers that have been retained by Merchant as of the date of termination . Upon termination, any amounts due to Bank or ETS CORPORATION will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever by Bank or ETS CORPORATION. The parties agree that if this Agreement is terminated before completion of the initial term of this Agreement for any reason other than a material uncured breach by Bank or ETS CORPORATION, Merchant will pay Bank or ETS CORPORATION damages determined by (a) computing the number of months remaining from the date of termination to the end of the then current term, and (b) multiplying that number by the average monthly processing fees and adding Bank's or ETS CORPORATION's costs and attorneys' fees . Merchant agrees that these damages are not a penalty but are a reasonable computation of the financial harm caused by the termination of this Agreement . Bank's or ETS CORPORATION's rights of termination are non-cumulative.

ARTICLE V - MISCELLANEOUS

5.01 **Account Monitoring.** Merchant acknowledges that ETS CORPORATION and/or Bank will monitor Merchant's daily deposit activity. Merchant agrees that Bank may upon reasonable grounds suspend the disbursement of Merchant's funds for any reasonable period of time required to investigate suspicious or unusual deposit activity. ETS CORPORATION and/or Bank will make good faith efforts to notify Merchant promptly. ETS CORPORATION and/or Bank will not be liability for any losses, either direct or indirect, which Merchant may attribute to any suspension of funds disbursement.

5.02 **Forms.** Merchant will use only such forms or modes of transmission of Sales Drafts and Credit Vouchers as are provided or approved in advance by Bank or ETS CORPORATION , and Merchant will not use such forms other than in connection with Card Transactions.

5.03 **Indemnification.** Merchant will defend, indemnify and hold Bank and ETS CORPORATION and its officers, directors, members, shareholders, partners, employees, agents, subcontractors and representatives harmless from and against any and all fines, penalties, claims, damages, expenses, liabilities or fees of any nature whatsoever, including attorneys' fees and costs ("Damages"), asserted against or incurred by Bank and ETS CORPORATION arising out of, relating to or resulting from, either directly or indirectly: (a) a breach of the security of the system safeguarding Cardholder Information resulting in unauthorized access to Cardholder Information; (b) a breach of any representation, warranty or term of this Agreement, including, but not limited to, the data security provisions by Merchant, or any service provider, subcontractor or agent of Merchant; (c) the negligence, gross negligence or willful misconduct of Merchant in the performance of its obligations under this Agreement, including, but not limited to, the data security provisions; (d) any violation of applicable federal and state laws, rules, regulations and guidance and Card Association rules by Merchant; and (e) all third party claims arising from the foregoing. Notwithstanding the preceding, Merchant is not liable to Bank or ETS CORPORATION if Damages are caused by, related to or arise out of Bank's or ETS CORPORATION's negligence, gross negligence or willful misconduct, or Bank's or ETS CORPORATION's breach of this Agreement. Merchant will promptly reimburse Bank or ETS CORPORATION for any assessments, fines, fees or penalties imposed by the Card Association in connection with this Agreement, including the data security provisions, and authorizes Bank or ETS CORPORATION to deduct any such sums from amounts to be cleared and settled with Merchant.

5.04 **Records.** In addition to any records merchants routinely furnished to Bank or ETS CORPORATION pursuant to this Agreement, Merchant will preserve a copy of the actual paper Sales Drafts and Credit Vouchers and any written authorization of the Cardholder for at least two (2) years after the date Merchant presents the Transaction to Bank.

5.05 **Requests for Copies.** Immediately upon receipt of any request by Bank or ETS CORPORATION, Merchant will provide either the actual paper Sales Draft or a legible copy thereof (in size comparable to the actual Sales Draft) and any other documentary evidence available to Merchant and reasonably requested by Bank or ETS CORPORATION to meet Bank 's and ETS CORPORATION's obligations under law (including its obligations under the Fair Credit Billing Act) or otherwise to respond to questions concerning Cardholder accounts.

5.06 **Compliance with Law.** Merchant will comply with all laws applicable to Merchant, Merchant's business and any Card Transaction, including without limitation all state and federal consumer credit and consumer protection statutes and regulations.

5.07 **Fees and Charges.** Merchant will pay to Bank or ETS CORPORATION the fees and charges set forth on Schedule A including any additional charges applied to transactions that fail to meet Card Association requirements for the lowest interchange levels. Merchant's Account will be debited through ACH or withheld from daily payments to Merchant for such amounts and for any other fees, charges or adjustments incurred by Merchant and associated with processing services. Bank or ETS CORPORATION may change fees, including adding fees for additional services utilized by Merchant, upon 30 days written notice to Merchant.

5.08 **Security Interest.** To secure payment of Merchant's obligations under this Agreement, Merchant grants to Bank and ETS CORPORATION a security interest in all now existing or hereafter acquired: (a) Transactions, Sales Drafts, Credit Vouchers and other items submitted to Bank and ETS CORPORATION for processing by or for Merchant; (b) accounts receivable and payment rights relating to or arising from this Agreement, including all amounts due Merchant (including any rights to receive credits or payments hereunder); (c) accounts (including without limitation all deposit accounts) maintained with the Bank or ETS CORPORATION or any institution other than Bank or ETS CORPORATION, including the Reserve Account, in the name of or for the benefit of, Merchant or any guarantor of Merchant's obligations under this Agreement; (d) deposits, regardless of source, to Merchant's or any guarantor's accounts with Bank or ETS CORPORATION or any institution other than Bank or ETS CORPORATION, including the Reserve Account; (e) all deposits and all other property and funds deposited by Merchant or withheld by Bank or ETS CORPORATION, including funds and property withheld as the result of security monitoring; and (f) proceeds of the foregoing. If Bank or ETS CORPORATION reasonably determines that Merchant has breached any obligation under this Agreement, or that proceeds of Merchant's future card sales are unlikely to cover anticipated Chargebacks, credits, fees and adjustments, as reasonably determined by Bank or ETS CORPORATION (whether because this Agreement has been terminated or for any other reason), Bank or ETS CORPORATION may setoff or otherwise exercise its security interest without notice or demand by immediately withdrawing from or freezing any account or otherwise exercising its rights under this Agreement or those rights available under applicable laws, including the Utah Uniform Commercial Code, or in equity. In addition to the collateral pledged above, Bank or ETS CORPORATION may require Merchant to furnish such other and different security as Bank or ETS CORPORATION deems appropriate in its sole discretion to secure Merchant's obligations under this Agreement. Bank or ETS CORPORATION may fully or partially prohibit withdrawal by Merchant of funds from Merchant's deposit accounts maintained with Bank or ETS CORPORATION or financial institutions other than Bank or ETS CORPORATION, pending Bank's or ETS CORPORATION's determination from time to time to exercise its rights as a secured party against such accounts in partial or full payment of Merchant's obligations to Bank or ETS CORPORATION. Merchant will execute any documents and take any actions required to comply with and perfect any security interest under this paragraph, at Merchant's cost. Merchant represents and warrants that no other party has a security interest or lien in any of the collateral pledged above, and Merchant will obtain Bank's or ETS CORPORATION's written consent before it grants a lien or security interest in that pledged collateral to any other person

5.09 **Modifications to Agreement.** This Agreement is subject to amendment to conform with Card Association regulations, as amended from time to time. From time to time Bank and ETS CORPORATION may amend any provision or provisions of this Agreement, including, without limitation, those relating to the discount rate or to other fees and charges payable by Merchant by mailing written notice to Merchant of the amendment at least thirty (30) days prior to the effective date of the amendments, and the amendment will become effective unless Bank or ETS CORPORATION receives Merchant's notice of termination of this Agreement before such effective date. Amendments required due to changes in either Card Association's rules and regulations or any law or judicial decision may become effective on such shorter period of time as Bank may specify if necessary to comply with the applicable rule, regulation, law or decision.

5.10 **Warranty Disclaimer.** ETS CORPORATION MAKES NO WARRANTIES REGARDING THE USE, OPERATION OR PERFORMANCE OR NON-PERFORMANCE OF SOFTWARE AND SYSTEMS UTILIZED FOR THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, AND ETS CORPORATION EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

5.11 **Limitation of Liability.** Bank's and ETS CORPORATION's liability with respect to any Card Transaction may not exceed the amount of the Sales Draft in connection with that Transaction less any applicable fees and charges. **Bank and ETS CORPORATION is not liable for any incidental or consequential damages whatsoever**. Merchant waives all claims against Bank and ETS CORPORATION for any loss, claim, demand, penalty, action, delay, cost or expense (including reasonable attorneys' fees) of any kind unless Merchant provides written notice to ETS CORPORATION or Bank of the occurrence that gave rise to the alleged liability within 30 days after Merchant knew or should have known of the occurrence. Merchant will indemnify and hold Bank and ETS CORPORATION harmless from any claim relating to any Sales Draft paid for by Bank as may be made by anyone by way of defense, dispute, offset, counterclaim or affirmative action, or for any damages of or losses that Bank or ETS CORPORATION may incur as a result of Merchant's breach of this Agreement. Further, Merchant will reimburse Bank or ETS CORPORATION for all expenses and costs, including attorneys' fees, with regard thereto.

5.12 **Waiver.** Failure by Bank or ETS CORPORATION to enforce one or more of the provisions of this Agreement will not constitute a waiver of the right to enforce the same or other provision in the future.

5.13 **Written Notices.** All written notices and other written communications required or permitted under this Agreement will be deemed delivered immediately when hand -delivered or sent via facsimile and the sender obtains a fax confirmation receipt, and upon mailing when sent first class mail, postage prepaid, addressed as follows:

(a) ETS CORPORATION, 10 Pidgeon Hill Drive, Suite 200, Sterling, VA 20165

(b) Bank: Merrick Bank Corporation, 10705 South Jordan Gateway, Suite 200, South Jordan, UT 84095, Attn: SVP of Merchant Services, Facsimile: (516)576-8741;

(c) If to Merchant: At the facsimile number or address provided as the billing address and to the contact listed on the Merchant Application.

5.14 **Choice of Law; Jurisdiction.** Utah law governs this Agreement. Any claim or cause of action arising out of this Agreement against Bank must be initiated and maintained exclusively in the state or federal courts located in Salt Lake County, Utah.

5.15 **Entire Agreement; Assignability.** This Agreement expresses the entire understanding of the parties with respect to the subject matter hereof and except as provided herein, may be modified only in writing executed by Bank and ETS CORPORATION and Merchant. This Agreement may not be assigned, directly or by operation of law, without Bank's and ETS CORPORATION's prior written consent. This Agreement will be binding upon and inure to the benefit of the parties' respective heirs, personal representatives, successors and assigns.

5.16 **Deposit Account.** Merchant will at all times maintain an Account at a bank that is a member of the Federal Reserve ACH system and will provide Bank and ETS CORPORATION with proper authorization to debit the Account. All credits for collected funds and debits for fees, payments and Chargebacks and other amounts for which Merchant is liable under the terms of this Agreement will be made to the Account. Merchant may not close or change the Account without written notice to Bank and ETS CORPORATION. Merchant will be solely liable for all fees and costs associated with the Account and for all overdrafts. Merchant hereby grants to Bank and ETS CORPORATION a security interest in the Account to the extent of any and all fees, payments and Chargebacks and other amounts due which may arise under this Agreement, and Merchant will execute any document and obtain any consents or waivers from the bank at which the Account is maintained as requested by Bank and ETS CORPORATION to protect its security interests therein.

5.17 **Credit and Financial Inquiries; Additional Locations; Inspections.** Bank or ETS CORPORATION may make, at any time, any credit inquires which it may consider necessary to accept or review acceptance of this Agreement or investigate Merchant's deposit or Card acceptance activities subsequent to acceptance of this Agreement. Such inquiries may include, but are not limited to, a credit and/or criminal check of the business including its proprietor, partners, principal owners or shareholders or officers. Upon Bank's or and ETS CORPORATION's request, Merchant will provide the written consent of any person for which an inquiry has been or is to be made if such person has not executed this Agreement and will provide any financial statements, income tax and business tax returns and other financial information as Bank or ETS CORPORATION may consider necessary to perform initial or periodic reviews of Merchant's financial stability and business practices. Merchant may accept Cards only at locations approved by Bank or ETS CORPORATION. Additional locations may be added, subject to Bank's or ETS CORPORATION's approval. Any party to this Agreement may delete any location by providing notice as provided herein. Merchant will permit Bank or ETS CORPORATION, at any time and from time to time, to inspect locations to confirm that Merchant has or is adhering to the terms of this Agreement and is maintaining the proper facilities, equipment, inventory, records and license or permit (where necessary) to conduct its business. However, nothing in this paragraph may be deemed to waive Merchant's obligation to comply in all respects with the terms of this Agreement. Bank or ETS CORPORATION, its internal and external auditors, and its regulators may audit compliance with this Agreement, compliance with federal and state laws, rules, regulations and guidance applicable to the services, Card acceptance and Transaction processing, and data security provisions, including Card Association compliance. Merchant will make available its records maintained and produced under this Agreement, and Merchant's facilities will be made accessible, upon notice during normal business hours for examination and audit. Nothing in this section may be construed to require Merchant to give access to its facilities, personnel or records in a manner that unreasonably interferes with its business operations. Each party will bear its expenses of any audit.

5.18 **Marketing of Non-Bankcard Services.** From time to time, Bank may offer to Merchant certain additional products and services which may or may not be related to the processing of credit card Transactions. If such offers are made, Merchant may decline the offers or be deemed to have accepted the offers and be liable for payment therefore.

5.19 **Force Majeure.** The parties will be released from liability hereunder if they fail to perform any obligation where the failure occurs by reason of any act of God, fire, flood, storm, earthquake, tidal wave, communications failure, sabotage, war, military operation, terrorism, national emergency, mechanical or electronic breakdown, civil commotion or the order, requisition, request or recommendation of any governmental authority, or either party's compliance therewith, or governmental regulation, or priority, or any other similar cause beyond either party's reasonable control.

5.20 **No Third Party Beneficiary.** No other person or entity may be deemed to be a third party beneficiary of this Agreement.

10 Pidgeon Hill Drive, Suite 200, Sterling, VA 20165
TEL: 800-834-7790 - FAX: 703-421-9158 - www.etsms.com

EQUIPMENT RENTAL AGREEMENT

AGREEMENT made between **ETS Corporation (Owner)** and **CITY OF SCOTTSBLUFF(Renter)**

1. Owner hereby rents to Renter the equipment described below:

   CITY OF SCOTTSBLUFF -- MID # 394750525839
   EQUINOX S/N: 235100107087

2. Renter shall pay the Owner the sum of **$0.00** as payment for the rental herein, said sum payable prior to equipment rental.

3. The Renter shall pay a security deposit of **$0.00**. The security deposit is in addition to the rental payment noted in Paragraph 2. Only after all equipment has been returned to the Owner and found to be in good condition and repair shall the security deposit be reimbursed to the Renter. The Renter agrees to pay the full retail value of any equipment that is not returned or is returned damaged. The full retail value of the equipment described in Paragraph 1 of this agreement is **$299.00.**

4. The Renter shall during the rental term keep and maintain the above described equipment in good condition and repair and shall be responsible for any loss, casualty, damage or destruction to said equipment notwithstanding how caused and the Renter agrees to return said property in its present condition, reasonable wear and tear excepted.

5. The rental period shall commence Oct 24, 2013 and upon processing through Incode will be returned, at which date the equipment shall be promptly returned as scheduled and pre-paid by the Renter.

6. Owner reserves the right to terminate this agreement at any time. At which point all equipment is to be returned within 10 calendar days.

7. Should the Renter choose to purchase the above-described equipment, the sum of the rental payment shall be applied towards the purchase. No other discounts or special promotions will apply. The purchase must commence within 10 calendar days from the termination of the equipment rental.

Signed this ______ day of ________________, 2013

(Legal Name) _**CITY OF SCOTTSBLUFF**

(Signer's Printed Name): RENAE GRIFFITHS

(Signer's Signature) X ____

(ETS Supervisor Signature) X ____

City of Scottsbluff, Nebraska

Monday, November 4, 2013

Regular Meeting

Item Reports2

Council to consider authorzing the Mayor to sign the contract with Seewald for work on the Westmoor Pool.

Staff Contact: Perry Mader, Park and Rec Director

Agenda Statement

Item No.

For meeting of: November 4th, 2012

AGENDA TITLE: Council to sign contract for work on Westmoor Swimming Pool

SUBMITTED BY DEPARTMENT/ORGANIZATION: Scottsbluff Parks and Recreation

PRESENTATION BY: City Manager Rick Kuckkahn

SUMMARY EXPLANATION:

The Scottsbluff Parks and Recreation Department is presenting the agreement from Seewald Construction for work to be done on the Westmoor Swimming Pool. Council has already approved the expenditure for the recoating of the swimming pool tub. Attached are the minutes regarding the approval of this expenditure from August 5th, 2013.

The first phase of this project will begin this fall with the second phase being completed in the spring of 2014.

Contract attached.

EXHIBITS

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

Other (specify) ______________________________

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: ______________________________
City Manager

Rev 3/1/99CClerk

SEEWALD
construction company

New and Renovated Custom Gunite Pools & Spas

Westmoor Pool
Scottsbluff, NE

October 23,2013

CONTRACT

Prepare total interior surface of one plunge pool and lazy river and one zero depth pool approximately 11,000 square feet (depths 0-4') by saw cutting around embedded items such as lights, return fittings, tile and etc. Acid wash total interior surface, followed by soda ash to neutralize the acid and ensure proper bonding. Apply one coat Bond Kote for bonding purposes.

PREPARATION FOR DIAMOND BRITE PRICE:	$ 56,085.00

Apply one coat Diamond Brite (Blue Quartz) 3/8 to 1/2inch thickness and trowel to a smooth finish. Wash back as needed to ensure proper exposure. Disposal of the acid to be provided by others.

DIAMOND BRITE PRICE:	$ 84,127.00
PREPARATION AND DIAMOND BRITE TOTAL	$ 140,212.00

NOTE: Seewald Construction Company will replace broken and hollow tiles on island in lazy river for cost of tile only. (approximately 70 pieces.)

19499 WCR 3 Berthoud, CO 80513 • Phone 970.532.3493 • Fax 970.532.2985

Agreed upon this ___ day of October 2013.

Westmoor Pool_______________________ for the City of Scottsbluff
Randy Meininger, Mayor
Seewald Construction Company By

Payment schedule as follows:

Upon start in fall of 2013	$ 42,063.60
Upon start in 2014	$ 42,063.60
Upon completion	$ 56,084.80

Page 2 of 2

19499 WCR 3 Berthoud, CO 80513 • Phone 970.532.3493 • Fax 970.532.2985

Council reviewed the projects at Westmoor Pool that need to be repaired using Capital Improvement Project funds. Perry Mader, Park and Recreation Director, explained the need for the Diamond Brite coating, gutter repairs, replacing locker doors and adding a new water feature. Moved by Mayor Meininger, seconded by Council Member Boeckner, "to approve the expenditure of Capital Improvement funds to make repairs to Westmoor pool in the amount of $139,000.00, "YEAS", Boeckner, Gonzales, Deibert, and Meininger, "NAYS" Shaver. Absent: None.

Council considered the Ordinance for the zone change, proposed Lot 1, Spengler subdivision, AND, proposed Block 1, King's Acres from Agricultural to Agricultural Residential (located east of Highway 71 and north of the Scotts Bluff Country Club).

Council introduced Ordinance No. 4108 on second reading: AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT PROPOSED LOT 1, SPENGLER SUBDIVISION, A REPLAT OF LOT 1, HESSLER SUBDIVISION AND UNPLATTED LAND SITUATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TM P.M., IN SCOTTS BLUFF COUNTY, AND PROPOSED BLOCK 1, KING'S ACRES SUBDIVISION SITUATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TM P.M., IN SCOTTS BLUFF COUNTY, BOTH OF WHICH ARE CURRENTLY ZONED AS A-AGRICULTURAL, WILL NOW BOTH BE INCLUDED IN THE AR-AGRICULTURAL RESIDENTIAL ZONE, AND REPEALING PRIOR SECTION 25-1-4.

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

The motion carried having been approved by three-fourths of the Council Members. Moved by Council Member Boeckner, seconded by Council Member Gonzales, "That Ordinance No. 4108 be adopted," "YEAS" Gonzales, Boeckner , Deibert, Shaver and Meininger, "NAYS" None. Absent: None.

Under Council reports, Council Member Boeckner reported that he attended the League of Nebraska Municipalities Budget Meeting.

Council Member Deibert complimented Mark Bohl and the Transportation Department on the nice work on Broadway. Mr. Kuckkahn added that work will continue on the parking lots, rain gardens and stormwater management.

Moved by Council Member Boeckner, seconded by Council Member Deibert, "to adjourn the meeting at 6:40 p.m.," "YEAS" Gonzales, Boeckner , Deibert, Shaver and Meininger, "NAYS" None. Absent: None.

____

Mayor

ATTEST:

____

Deputy City Clerk

"SEAL"

August 5, 2013

City of Scottsbluff, Nebraska

Monday, November 4, 2013

Regular Meeting

Item Reports3

Council to consider the Keno Remote Location Operating Agreements at Backaracks, 1402 East 20th Street and the Sugar Club, 705 East Overland and authorize the Mayor to execute the agreements.

Staff Contact: Rick Kuckkahn, City Manager

Scotts Bluff County
1825 10th Street Gering, NE 69341
Management Accountant (308) 436-6726 • Human Resources (308) 436-6718 • Fax (308) 436-7163

October 22, 2013

Cindy Dickinson
City Clerk
City of Scottsbluff
2525 Circle Drive
Scottsbluff NE 69361

Re: Remote Location Operation Agreement

Dear Cindy:

Enclosed are two original Remote Location Operation Agreements that allows Scotts Bluff County to operate Keno operations within the City of Scottsbluff for the next three years. Those locations are the Main facility at 1001 Avenue, Backarack"s at 1402 East 20th Street and the Sugar Club at 705 East Overland. The only change, outside of the date, is adding the Backarack's location and deleting the Valley Bowl location.

The County Board of Commissioners met last evening and signed both originals. Mayor Randy Meininger and you would need to sign both originals after the Council's approval and keep one and send one back to me please.

This has been a beneficial relationship between the City and the County for a number of years and we hope it continues for many more. If you or the Council would have any questions or concerns, please do not hesitate to contact me at 436-6726.

Sincerely,

Jerry

Jerry Crable
Management Accountant/HR Director

SCOTTS BLUFF COUNTY KENO

REMOTE LOCATION OPERATION AGREEMENT

Parties:

This Agreement made and entered into this 1st day of November, 2013, by and between Scotts Bluff County, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as OPERATOR, and the City of Scottsbluff, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as CITY.

Term:

The term of this Agreement shall be for three (3) years from the above date.

Equipment:

OPERATOR shall provide all equipment necessary for the operation of any keno lottery game operated within the CITY corporate limits. CITY is not required to participate in any way to receive the agreed contribution of proceeds.

Proceeds:

OPERATOR agrees to contribute to CITY one percent (1%) of the gross proceeds from OPERATOR'S main facility located at 1001 Avenue I, Scottsbluff, and five percent (5%) of the gross proceeds of each of the following satellite keno operations within the city corporate limits located at Rack's Wine & Spirits , 1402 East 20th Street, Scottsbluff, Nebraska 69361 and The Sugar Club located at 705 East Overland, Scottsbluff NE 69361.

From each and every additional satellite keno location commencing operation after November 1, 2010, within the CITY corporate limits, OPERATOR agrees to contribute to CITY during the term of this agreement in connection with the operation of any such satellite location as follows:

a) If year-to-date gross proceeds are less than five hundred thousand dollars ($500,000), OPERATOR will contribute to CITY three percent (3%) of gross proceeds;

b) If year-to-date gross proceeds equal or exceed five hundred thousand dollars ($500,000) during any of the first three years of operation, OPERATOR will contribute to CITY five percent (5%) of gross proceeds.

After the third year of operation of any and each satellite location, OPERATOR will contribute to CITY five percent (5%) of gross proceeds.

OPERATOR will remit to CITY on a monthly basis, and agrees to make available to CITY upon request all records sufficient so CITY can verify that the dollar amount of the proceeds by CITY from OPERATOR are as contracted for.

Consideration:

In consideration of the contribution of keno proceeds by OPERATOR, CITY agrees not to operate a keno game in competition with OPERATOR during the term of this Agreement.

Community Development:

All proceeds distributed pursuant to this Agreement shall be expended by each party solely for community betterment purposes, as defined and authorized by statute.

Hold Harmless and Indemnification:

The OPERATOR agrees to hold CITY harmless and indemnify such CITY from any and all claims, liabilities, expenses and costs, including but not limited to attorney fees and court costs, by reason of their operation of this and any remote keno locations within the corporate limits of CITY.

Default:

In the event of default of any of the obligations or required performance by the parties hereto, the parties shall have their remedies at law or equity.

Miscellaneous:

This Agreement is the complete, entire and exclusive statement of the agreement between OPERATOR and CITY with respect to the matters set forth herein, and supersedes all prior agreements as to such matters. No modification of the Agreement shall be binding unless agreed to in writing and signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted transferees and assigns. All notices or other communications that are required or permitted hereunder shall be in writing and sufficient if delivered personally, by prepaid courier, or registered or certified mail, postage prepaid, return receipt requested, addressed to the attention of the parties at the addresses noted on the last page of this Agreement, or such other addresses as may hereafter be designated in writing.

Dated this _____ day of _________________, 20___.

CITY OF SCOTTSBLUFF, NEBRASKA

By ________________________________ Mayor

ATTEST:

____
City Clerk

SCOTTS BLUFF COUNTY, NEBRASKA

By ______________________ Chairman of the Board

______________________ Member

______________________ Member

______________________ Member

______________________ Member

ATTEST:

____
County Clerk

COUNTY CLERK SEAL SCOTTSBLUFF COUNTY, NEBRASKA

4

City of Scottsbluff, Nebraska

Monday, November 4, 2013

Regular Meeting

Item Reports4

Council to consider an Ordinance dealing with a change in fees charged for water, wastewater, environmental services and various fee changes.

Staff Contact: Renae Griffiths, Finance Director

Agenda Statement

Item No.

For meeting of: **November 4, 2013**

AGENDA TITLE: Council to consider an ordinance dealing with a change in fees for proposed budgeted increase in fees charged for water, environmental services, proposed decrease in wastewater, and other various changes.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance Department

PRESENTATION BY: Rick Kuckkahn, City Manager

SUMMARY EXPLANATION:
The proposed ordinance reflects council's decisions at budget time as follows:
Environmental services – 7%
Water – 5%
Wastewater – 5.5% decrease

The overall dollar increase per month (before sales tax) for a minimum bill is $0.50 (1%).

There are also changes to increase the peddler permit fees, parking fines, police fees for handgun permits, intoxilizer breath test, blood test, copies, accident reports, and storage costs for impounded vehicles

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends that Council approve the proposed change in fees and authorize the Mayor to sign the official Ordinance Record.

EXHIBITS

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

Other (specify) ☐ ______________________________

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐
APPROVAL FOR SUBMITTAL: ______________________
City Manager

Rev 3/1/99CClerk

ORDINANCE NO. __________

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

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

Section 1. Section 6-6-17 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-17. Other licenses.
The following fees are hereby imposed for licenses required by the Municipal Code:

Bicycle registration	$5.00
Electric Personal Assistive Mobility Device registration	5.00
Public dances	
per day	5.00
six month license	50.00
one year license	100.00
Bingo permit	10.00
Peddling permit	
per week	20.00
per year	75.00
Pawnbrokers permit	50.00
new address permit	25.00
Application fee, taxi cab	25.00
Arborist permit	10.00

(Ord. 2597, 1998; Ord. 3968, 2008; Ord. 4048, 2011)

Section 2. Section 6-6-18 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-18. Occupation taxes.
The occupation tax referred to elsewhere in the municipal code shall be upon each of the following occupations and businesses (except as provided in such section) in amounts, respectively, as follows:

- A -

Alcohol, alcoholic liquors. Per year-

Manufacture of alcohol and spirits	$1,000.00
Catering Licensee	200.00
Manufacture of beer	500.00
Manufacture of wine	500.00
Alcoholic liquor (except beer) wholesaler	1,000.00
Beer wholesaler	250.00
A - retailer of beer only, for consumption on premises	200.00
B - retailer of beer only, for consumption off premises (sale in original packages only)	200.00
C - retailer of alcoholic liquors for consumption on premises and off premises (sale in original packages only), except nonprofit corporation which is a club	600.00
C - retailer of alcoholic liquors, including beer for consumption on the premises only, nonprofit corporation which is a club	150.00
D - retailer of alcoholic liquors, including beer, for consumption off premises (sale in original packages only)	400.00

I - retailer of alcoholic liquors, for consumption on premises only 500.00

Special Designated License, except for special designated license issued to a holder of a catering license .. .. 50.00 per day

Non-beverage User

Class 1	5.00
Class 2	25.00
Class 3	50.00
Class 4	100.00
Class 5	250.00

- B -

Billboard advertising, bill posting, thrust upon public view or attention from billboards located upon private property, or elsewhere, for pay or hire, by persons, firms or corporations -

Per Year .... $ 25.00

- D -

Dog kennels

Kennel authorized to keep less than five (5) dogs
Per Year 25.00

Kennel authorized to keep five (5) dogs or more
Per Year 50.00

- F -

Fire insurance company or association
Per Year 5.00

- H -

Hawkers and peddlers
Per Week 5.00
Per Year 25.00

- P -

Pawnbrokers
Per Year 100.00

Petroleum products, refineries of
Per Year 250.00

Pet shop
Per Year 50.00

(Ord 3835, 2005; Ord. 3991, 2009)

Section 3. Section 6-6-19 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-19. Minimum Charge.

Each user shall pay a sewer service charge in the minimum amount of $40.67 which shall cover the first 10,000 gallons of water consumed by the user during the bimonthly billing period as determined in Chapter 18. Each user shall pay an additional charge of $3.01 per each 1,000 gallons of water consumed in excess of 10,000 gallons during the applicable billing period. Provided, however, wholesale users shall pay 92.5% of the charges provided in this paragraph.

The rates and fees provided for in this section shall be effective with respect to all connections, installations and usage on or after January 1, 2014, and for usage for which billings are made on or after January 1, 2014.

Section 4. Section 6-6-20 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-20. Private water supply.

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

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

(2) Single-family residential users within the city limits shall pay $49.77 per bimonthly period.

(3) Single-family residential users outside the city limits shall pay $83.33 per bimonthly period.

(4) Multi-family residential users shall pay $71.65 per dwelling unit per bimonthly period.

The rates and fees provided for in this section shall be effective with respect to all connections, installations and usage on or after January 1, 2014, and for usage for which billings are made on or after January 1, 2014.

Section 5. Section 6-6-22 of the Scottsbluff Municipal Code is amended to provide as follows:

6-6-22. Surcharge.

(1) There will be a $0.50 per billing cycle surcharge fee to all residents of the city for stormwater regulatory requirements and the use, upkeep and maintenance of the city's stormwater collection system.

(2) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to $0.49 per pound for the first ten thousand (10,000) pounds of excess B.O.D. per billing cycle (or up to the limit of their contract with the City), and a surcharge of $0.99 for all additional excess B.O.D. per billing cycle. A contribution of more than twelve thousand (12,000) pounds of excess B.O.D. per billing cycle, in the absence of a contract, shall subject the user to the sanctions and penalties provided in this Chapter. Users with a contract who exceed the limits of their contract may also be subject to the sanctions and penalties provided in this Chapter.

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

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

(5) The rates and fees provided in this section shall be effective with respect to usage for which billings are made on or after January 1, 2014.

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

6-6-23. Residential.

The minimum monthly charges for collection and disposal service to residential units for solid waste contained in approved containers shall be as follows, effective for all billings made on and after January 1, 2014:

One-family unit (including mobile homes with an individual water or sewer connection) $17.82

One-family two container unit (including mobile homes with an individual water or sewer connection) $40.73

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

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

2 to 4 units	17.82
5 to 6 units	16.01
7 to 10 units	15.13
11 to 16 units	14.24
17 to 39 units	13.32
40 to 59 units	12.44
60 or more units	11.58

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

The rates and fees provided in this section shall be effective with respect to usage for which billings are made on or after January 1, 2014.

Section 7. Section 6-6-24 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-24. Institutional; business; commercial; industrial.
(a) The monthly charges for collection and disposal of solid waste of institutional, business, commercial and industrial establishments, and solid waste in required containers at construction sites, shall be based upon the number of approved containers collected per collection. Where an establishment has its own water or sewer connection, the fact that it shares a building with another establishment, or does not occupy the entire building, shall be of no significance. The charge per approved container per collection shall, effective for all billings made on and after January 1, 2014 be as follows:

	Each time container is emptied	**Monthly minimum**
90 gallon	$ 9.20	$36.80
1.5 cubic yard	12.28	49.12
3.0 cubic yard	23.37	93.48

The rates and fees provided in this section shall be effective with respect to usage for which billings are made on or after January 1, 2014. (Ord. 4063, 2011)

Section 8. Section 6-6-27 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-27. Special Collections and Additional Containers.
Upon request, the City may, but is not required to, make special collections of solid waste or deliver addition containers for residents having an event. When a special collection is made, the charges shall be as follows:

Residential 90 gallon roll-out trash container....................$10.00
Residential yard waste container....................$10.00
Each appliance....................$25.00
Pallets (price for each pallet)....................$ 5.00
Tires (price for each tire):
  Car....................$ 5.00
  Truck....................$10.00
  Tractor....................$22.00

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

90 gallon - $10.00 rental fee per container and $10.00 for dump per container
1.5CY - $12.28 rental fee per container and $12.28 for dump per container
3CY - $23.37 rental fee per container and $23.37 for dump per container

The charges for the collection of other solid waste shall be based on volume as measured by the capacity of a standard ½ ton pickup truck. There shall be a minimum charge of $10.00. If the volume of solid waste as estimated by the representative of the Sanitation Department exceeds to capacity of a standard ½ ton pickup truck, the charge shall be $30.00 for each pickup load.

Section 9. Section 6-6-28 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-28. Water service.
(1) Each user of the City water system located within the City limits shall pay charges based on bimonthly consumption as follows:

Gallons	Rate per Thousand Gallons
Up to 10,000	$2.172
10,001 to 20,000	1.767
20,001 to 60,000	1.760
60,001 to 100,000	1.740
Over 100,000	1.724

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

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

Water Meter Size	Minimum Charge	Gallons
5/8" or 3/4"	$21.72	10,000
1"	39.39	20,000
1½"	74.59	40,000
2"	100.99	55,000
3"	161.98	90,000
4"	248.35	140,000
6"	351.79	200,000
8"	524.19	300,000

Payment of the minimum charge shall constitute payment in full for any quantity of water not exceeding the amount shown in the "Gallons" column opposite the applicable "Minimum Charge." In the case of premises as to which the final date for connection of the plumbing has been deferred under section 22-1-8, there shall be a bimonthly charge for standby fire protection service of $6.00. Each user of the City water system located outside of the City limits shall pay the following:
For the first twenty (20) years of service through the City water
system located outside the City limits .... 2 times the minimum charges listed above
For 21-25 years .... 1.75 times the minimum charges listed above
For 26 years and over .... 1.5 times the minimum charges listed above
Provided, users of the City water system that are serviced by the airport water line shall pay triple the minimum charges listed above.

The rates and fees provided for in this section shall be effective with respect to all connections, installations, and usage on or after January 1, 2014.

Section 10. Section 6-6-30 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-30. Parking permits and fees.
The following fees are hereby imposed relating to the parking of vehicles:
Over parking
If paid within 24 hours after notice...$5.00
If paid more than 24 hours and less than 72 hours after notice.................$10.00
Limited time parking permit..$15.00

Section 11. Section 6-6-33.1 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-33.1. Towing and storage of motor vehicles.
(1) The storage cost of motor vehicles at the police warehouse or at the City/County impound lot shall be the sum of $5.00 per day. These storage fees shall be separate from, and in addition to, any fees charged for storage of the vehicle when actually in the private towing contractor's impound lot. These storage fees shall be retained by the City, less any payments made to Scotts Bluff County pursuant to the Inter Local Cooperation Agreement for vehicle storage.
(2) The fee for the following types of vehicle towing shall be:
a. From the police towing contractors lot to the City/County impound lot $18.00
b. From the police warehouse to the City/ County impound lot $18.00
c. Any other special tows requested by the Police Department during the normal business hours of the private towing contractor $18.00

These towing fees shall be in addition to any tower fees due the private towing contractor for any previous tows. (Ord. 3529, 1997)

Section 12. Section 6-6-33.2 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-33.2. Miscellaneous; police services.
From time to time, the Police Department provides certain services to the general public for which a fee is charged. The fees for the following services shall be as follows:
a. Criminal history checks: $7.50
b. Private security services: $50.00 per hour, per person
c. Fingerprints: $7.50 per card
d. Video/Audio duplication, including storage media: $20.00
e. Copies of police photographs: $20.00 plus processing costs

f. Hand gun permit: $5.00
g. Intoxilizer breath test: $75.00
h. Blood test: $125.00
i. Copies: $1.00 per page
j. Accident report copies by fax or mail: $4.00
(must provide self addressed, stamped envelope)

Section 13. Section 6-6-35 of the Scottsbluff Municipal Code is amended to provide as follows:
6-6-35. Obstruction of streets for carnivals, bazaars, or the sale of merchandise.
When applying for a permit to obstruct the sidewalk or street the sale of merchandise, or for any activity described in section 20-6-52, the applicant shall pay the following fee:

Permit to operate one of the activities described in Section 20-6-52 . . . . 25.00
(Ord. 3520, 1997)

Section 14. Existing Sections 6-6-17, 6-6-18, 6-6-19, 6-6-20, 6-6-22, 6-6-23, 6-6-24, 6-6-27, 6-6-28, 6-6-30, 6-6-33.1, 6-6-33.2, and 6-6-35 of the Scottsbluff Municipal Code are hereby repealed, provided however that the rates provided for in such prior sections shall remain effective until midnight, December 31, 2013. This Ordinance shall not be construed to effect any cause of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

Section 15. This Ordinance shall become effective January 1, 2014.

PASSED and APPROVED on _________________, 2013.

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Mayor

Attest:

____
City Clerk (Seal)

Approved as to Form:

____
Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, November 4, 2013

Regular Meeting

Item Reports5

Council to acknowledge and express appreciation of the service of Council Member Deibert.

Staff Contact: Mayor Meininger