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

Regular Meeting
August 7, 2017
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 (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.):
   a) Approve the minutes of the July 17, 2017, Regular Meeting.
   b) Set a public hearing for August 21, 2017, 6:05 p.m. to consider the Class D Liquor License application for AMSI, LLC dba Cheema's Gas and Liquor, 2002 Ave. I, Scottsbluff, NE.
   c) Council to set August 21, 2017 at 6:05 p.m. as the date for a Public Hearing for the FY 2017-2018 Budget.
7. Claims:
   a) Regular claims
8. Public Hearings:
   a) Council to conduct a public hearing at 6:05 p.m. to consider the Class I Liquor License application for Boozy Brushes, LLC, 2419 Ave. I, Scottsbluff, NE.
   b) Council to make a recommendation to the Nebraska Liquor Control Commission naming Emily Pugmire as the Liquor License Manager of Boozy Brushes.
9. Petitions, Communications, Public Input:
   a) Council to receive a presentation from the Cirrus House on the implementation of the Nebraska Youth System of Care Initiative.
   b) Council to receive a presentation from the Panhandle Humane Society.

c) Council to receive a presentation from the Monument Prevention Coalition.

d) Council to receive a presentation from the Scottsbluff Senior Center.

10. Reports from Staff, Boards & Commissions:

a) Council to consider renewing a three-year contract of the Employee Assistance Program to Continuum and authorize the Mayor to execute the contract.

b) Council to approve the letter of support for the 23 Club Renovations and authorize Mayor to sign the letter.

c) Council to consider a contract with Jo Mikesell as program coordinator for the City's fall kickball league and authorize the Mayor to execute the contract.

d) Council to consider an Economic Development Assistance Agreement with M R Housing and authorize the City Manager to execute the agreement as the Economic Development Program Administrator.

e) Council to consider an Economic Development Assistance Agreement with Flyover Brewery and authorize the City Manager to execute the agreement as the Economic Development Program Administrator.

11. Resolution & Ordinances:

a) Council to consider an amended Pay Resolution for fiscal year 2017-2018.

b) Council to consider a Resolution rescinding Resolution No. 17-07-02 regarding the transfer of funds from the Industrial Sites Fund to the Community Development Block Grant Fund.

c) Council to consider a Resolution extending the date for written notice of termination in participation in the League Association of Risk Management (LARM) and consider the contribution credits for multi-year commitments.

d) Council to consider an Ordinance approving the sale of approximately 365.34 acres of city-owned property to Croell, Inc., an Iowa Corporation (second reading).

e) Council to consider the contract selling approximately 365.34 acres of city-owned property to Croell, Inc., an Iowa Corporation in the amount of $548,010.00 and authorize the Mayor to execute the contract.

12. Closed Session (Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.)

a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.

13. 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

14. Council reports (informational only):

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

16. Adjournment.

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Consent1

Approve the minutes of the July 17, 2017, Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

Regular Meeting
July 17, 2017

The Scottsbluff City Council met in a regular meeting on July 17, 2017 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 July 14, 2017, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on July 14, 2017.

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: Randy Meininger, Scott Shaver, Mark McCarthy, Raymond Gonzales and Jordan Colwell. Also present was City Manager Johnson and City Attorney Kent Hadenfeldt. Absent: None. Mayor Meininger asked if there were any changes to the agenda. There were no changes.

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.

Moved by Council Member McCarthy seconded by Mayor Meininger that:

1. "The minutes of the July 3, 2017 Regular Meeting be approved,"
2. "The July 31, 2017 Regular Council meeting be cancelled as two regular meetings will have already been held in the month of July,"
3. "Bid specifications for Menards public improvement paving project be approved and authorize the City Clerk to advertise for bids to be received by August 8, 2017, 11:00 a.m.,"
4. "A public hearing be set for August 7, 2017, 6:05 p.m., to consider the Class I Liquor License application for Boozy Brushes, LLC, 2419 Ave. I, Scottsbluff, NE,"
5. "Council authorize Mayor to sign real estate lien release for a housing rehabilitation project,"
6. "Council approve the City Manager's appointment of Anne Radford to fill the vacated Library Board position," "YEAS", Colwell, Meininger, McCarthy, and Gonzales, "NAYS", Shaver. Absent: None.

Moved by Council Member Shaver, seconded by Mayor Meininger, "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 July 17, 2017, as on file with the City Clerk and submitted to the City Council," "YEAS", Colwell, Meininger, McCarthy, Shaver and Gonzales, "NAYS", None. Absent: None.

CLAIMS

ACTION COMMUNICATIONS INC., PROGRAMMED/OPTIMIZED 29 RADIOS, 4513.38; ALLO COMMUNICATIONS, LLC,LOCAL TELEPHONE CHARGES, 4344.41; ANITA'S GREENSCAPING INC, BID-PRKNG LOTS,1261.11;ASSOCIATED SUPPLY CO, INC,EQUIP MAINT, 537.83; ASSURITY LIFE INSURANCE CO, LIFE INS, 32.95;AUTOZONE STORES, INC,EQUIP MTNC,411.65;B & H INVESTMENTS, INC, DEPT SUPPLIES, 230;BIBEROS JOSEPH, CONTRACTUAL, 54; BLUFFS BROADCASTING, DEPT SUPP, 2500; BLUFFS SANITARY SUPPLY INC., BLDG MAINT, 435.26; BRIDGER TWOMBLY, SCHOOLS & CONF, 209; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS.,349.03; CARR- TRUMBULL LUMBER CO, INC., BLDG MAINT, 992;CASH WA DISTRIBUTING, CONCESSIONS, 2372.75; CELLCO PARTNERSHIP, MONTHLY CELL PHONE -FIRE,449.3;CENTURION HOLDINGS LLC,CONT. SRVCS.,225;CHARTER COMMUNICATIONS HOLDINGS LLC,TV BOX -FIRE,24.24;CHILD SUPPORT, CHILD SUPPORT,37;CHRISREYES, ECLIPSE GLASSES,120; CITIBANK N.A., DEPARTMENT SUPPLIES, 371.77;CITIBANK, N.A.,RANGE,179; CITY OF GERING, DISPOSAL FEES, 45340.69; CITY OF SCB,PETTY CASH,90.49; CLARK PRINTING LLC,DEPT SUP,223.45; COMPUTER CONNECTION INC,EQUIP MAINT,79;CONSOLIDATED MANAGEMENT COMPANY, SCHOOLS/CONF,95.14; CONTRACTORS MATERIALS INC.,DEPT SUP,88.38; CREDIT BUREAU OF COUNCIL BLUFFS,PRE-EMPL.CHECKS & MONTHLY FEES (JUNE '17),71; CROELL INC., CONCRETE FOR STREET REPAIR, 1930;CYNTHIA GREEN,DEPT SUP,82.5;DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,4048.84;DEAVER TYSON,CONTRACTUAL,162;DUANE E. WOHLERS,DISPOSAL FEES,450;ELLIOTT EQUIPMENT COMPANY INC.,DEPT SUPPLIES,1326.5; ENVIRONMENTAL ANALYSIS SOUTH, INC, CONTRACTUAL SVC,575.8;FASTENAL COMPANY, BLDG MAINT,42.51; FLOYD'S TRUCK CENTER, INC,EQUIP MTNC,14.63; FRANCISCO MAREZ, CONTRACTUAL, 234; FREMONT MOTOR SCOTTSBLUFF, LLC,NEW PICKUP FOR DEPUTY PUBLIC WORKS DIRECTOR, 21593.56;GENERAL ELECTRIC CAPITAL CORPORATION, PRGM., 155.42; GILBERT CARRIZALES, CONTRACTUAL,144; GLOBAL EQUIPMENT COMPANY INC, DEPT SUPP, 3929;GRAY TELEVISON GROUP INC,CONTRACTUAL SVC,695;GREAT LAKES HIGHER EDUCATION GUARANTY CORP,WAGE ATTACHMENT,185.82; HAWKINS, INC., CHEMICALS, 1379.8;HIRERITE LLC,PRE-EMPLOYMENT CHECK - JUNE 2017,143;HOA SOLUTIONS, INC, ELECTRICAL MAINT, 253.77; HOLIDAY INN - KEARNEY,SCHOOLS/CONF,91; IDEAL LAUNDRY AND CLEANERS, INC.,SUPP - MATS, TOWELS, SOAP,1263.46; INDEPENDENT PLUMBING AND HEATING, INC,DEPT SUP,187.68;INGRAM LIBRARY SERVICES INC,BKS., 970.96; INTERNAL REVENUE SERVICE, WITHHOLDINGS, 66035.77;INTERNATIONAL ASSOCIATION OF PLUMBING & MECHANICAL OFFICIALS, DEPT MMBRSHP, 150; INTRALINKS, INC, CONTRACT SERVICES - JUNE 2017, 1755.74; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL,54.95;JOHN DEERE FINANCIAL,DEPT SUPP,65.97;KAMAN CHERYL,CONTRACTUAL,1000; KENNEDY GLORIA,POOL PARTY REFUND,62.5;KENNETH LEROY DODGE,EQUIP MAINT,106; KIRK BERNHARDT, CONTRACTUAL,162;KNOW HOW LLC,EQUIP MTNC, 808.13;KRIZ-DAVIS COMPANY,DEPT BOOKS,346.57;LEAGUE ASSOCIATION OF RISK MANAGEMENT,VEHICLE INSURANCE,146.35;LEXISNEXIS RISK DATA MANAGEMENT,CONTRACT,100;M.C. SCHAFF & ASSOCIATES, INC,CONTRACTUAL

SVC,260;MADISON NATIONAL LIFE,LIFE INS,1870.71;MARIO SOLORZANO III, CONTRACTUAL, 108; MAXWELL FLOORING,BLDG MAIN.,90;MENARDS, INC,GROUND MAINT, 488.07;MICHAELS CHRIS, TREE REBATE,114.98;MIDWEST CARD & ID SOLUTIONS, CARD PRINTER LAMINATION,335.13;MIDWEST MOTOR SUPPLY CO INC,DEPT SUPPLIES, 27.67;MIKESELL L JO,CONTRACTUAL,400;NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1536.18;NE DEPT OF REVENUE,WITHHOLDING,28567.4; NEBRASKA MACHINERY CO,SUPP - GREASE AND GREASE GUN,58.57; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,41450.54;NEBRASKA STATEWIDE ARBORETUM, DEPT SUP, 218.02;NEMNICH AUTOMOTIVE,EQUIP MTNC,202.33;NETWORKFLEET, INC, GPS SERVICE, 18.95; NEWMAN, TIMOTHY,CONFERENCE TRAVEL EXPENSES,120;NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT,145.52;OCLC ONLINE COMPUTER LIBRARY CENTER, INC, CONT. SRVCS., 339.44;ONE CALL CONCEPTS, INC, CONTRACTUAL, 162.69;OREGON TRAIL PLUMBING, HEATING & COOLING INC,BLDG MAINT, 1055; PANHANDLE COOPERATIVE ASSOCIATION, GASOLINE, 3672.1; PANHANDLE ENVIRONMENTAL SERVICES INC, CONTRACTUAL SVC, 398;PAUL REED CONSTRUCTION & SUPPLY, INC,STRUCTURE,130806.48;PEPSI COLA OF WESTERN NEBRASKA, LLC,CONCESSIONS, 744; PLATTE VALLEY BANK,HSA SAVINGS,14593.49; POSTMASTER, POSTAGE,892.86; RAMADA INN-KEARNEY,HOTEL - DROUGHT THIRA - TIM NEWMAN,79; REAMS SPRINKLER SUPPLY CO.,GROUND MAINT,97.01;REGANIS AUTO CENTER, INC,EQUIP MTNC,2277.15;REGIONAL CARE INC,CLAIMS,98012.86;RICHARD P CASTILLO, CONTRACTUAL,144;ROBERT GOMEZ,CONTRACTUAL,108;S M E C,EMPL- DEDUCTION,188.5; SANDBERG IMPLEMENT, INC,EQUIP MAINT,227.76; SCB COUNTY,GIS MAPPING,3826.67; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,225;SCOTTIES POTTIES INC,CONTRACTUAL,850;SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,552;SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,DEPT SUPP, 56; SCOTTSBLUFF SENIOR CENTER,CONTRACT,5750;SCOTTSBLUFF WINSUPPLY COMPANY, GROUND MAINT,1855.39;SHERWIN WILLIAMS,DRIVESIDE BRG AND MOUNT FOR GRINDLAZR,829.65; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES,12071.11; SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,4373.5; SNELL SERVICES INC.,BLDG MAIN.,150; SOCIETY FOR HUMAN RESOURCE MANAGEMENT,FY 17-18 ANNUAL MEMBERSHIP,199;THE CHICAGO LUMBER COMPANY OF OMAHA INC, DEPT SUPPLIES, 22.27;TRANS IOWA EQUIPMENT LLC,EQUIP MTNC,40.56;UNIQUE MANAGEMENT SERVICES, INC,CONT. SRVCS.,250.6;US BANK,ADMIN FEES,1900;US BANK,YEARLY SUBSCRIPTION - N. JOHNSON,443.53;VANTAGEPOINT TRANSFER AGENTS-300793,DEF COMP,1420.38;VANTAGEPOINT TRANSFER AGENTS-705437,ROTH IRA,516;WELLS FARGO BANK, N.A.,RETIREMENT,32177.93; WESTERN COOPERATIVE COMPANY, EQUIP MAINT,40.08;WESTERN COOPERTATIVE COMPANY,DEPT SIUPP,561.25;WESTERN NE COMMUNITY COLLEGE, PRGRM.,160;WESTERN PATHOLOGY CONSULTANTS, INC, JUNE 2017 RANDOM DOT TESTS,76; WYOMING FIRST AID & SAFETY SUPPLY, LLC,FIRST AID KIT SUPPLIES, 112.29;YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,1692.5; REFUNDS: JILL COMPTON 51.78; NATHAN SCHLOTHAUER 20.01; OWEN

ORAL & IMPLANT SURGERY 9.30; DYLAN KING 78.10; SONIA SCHUMACHER 15.65; DON KRUG 17.86; CATHERINE EICH 8.97; CLIFF HILBERT 13.20; BOB HERGENREDER 17.85.

City Manager Johnson presented the June 2017 Financial Report; reporting that the City is now 75% through the 2016-2017 budget year and the current report shows a number of debt service payments.

Council reviewed the Memorandum of Understanding with Panhandle Public Health District to provide tobacco compliance checks enforcement. Mr. Johnson explained that Panhandle Public Health will reimburse the City of Scottsbluff $1500.00 per year for the next two years for tobacco compliance checks. Council Member Shaver asked if this will negatively impact the Police Department, which Mr. Johnson said it will not. Moved by Council Member Shaver, seconded by Council Member Colwell, "to approve the Memorandum of Understanding with Panhandle Public Health District to provide tobacco compliance checks enforcement from July 2017 to June 30, 2019," "YEAS", Colwell, Meininger, McCarthy, Shaver and Gonzales, "NAYS", None. Absent: None.

Ms. Terry Rajewich with Nebraska Public Power District presented the Council with the updated Community Guide Lite, which the City chose to update this year. This document is used to attract additional businesses and for economic development recruitment. In addition, Ms. Rajewich presented the City Council with a picture of the ribbon cutting for the Community Solar project of which the City of Scottsbluff is the first community to complete the solar project with NPPD.

Mayor Meininger opened the public hearing at 6:10 p.m., to consider the Class DK Liquor License application for STL of Nebraska Inc. dba Target Store T-0831, 1401 Frontage Road, Scottsbluff, NE.

Mr. Scott Marsh, Target Store Manager, and Police Chief Kevin Spencer were sworn in to testify on the liquor license. Moved by Mayor Meininger, seconded by Council Member McCarthy, "that the following exhibits, presented on behalf of the City Council, be entered into the record: 1) STL of Nebraska Inc. dba Target Store T-0831 Liquor License application; 2) City Council check list for section 53-132 cum supp 2010; 3) written statement of Police Chief Kevin Spencer dated July 12, 2017; 4) written statement of City Clerk dated July 17, 2017; 5) written statement from the Development Services Department dated June 26, 2017; "YEAS", Meininger, Gonzales, Shaver, Colwell and McCarthy, "NAYS" None. Absent: None.

Mr. Marsh explained that Target would like to expand their business to become a "one stop shop". He explained that the alcohol sales won't be a major part of their store, but will give their guests more options in shopping. There are 14 stores in the State of Nebraska, and the Scottsbluff store is the only one that does not have a liquor license. Mr. Marsh said that his team and he will be responsible for doing the inventory for the license. Mr. Patrick Dytrych is the manager for all liquor licenses in the state of Nebraska. Mr. Marsh was not aware of any violation issues with the stores in Nebraska. He explained that they have a Point of Sale (POS) Locking System which locks the system until an ID is keyed into the register. If alcohol is sold to someone who is underage, the employee is instantly terminated. Target has a very sophisticated surveillance system, which would reveal the details of a transaction. Employee training is conducted in-house for all employees; currently 100% of the employees at the Scottsbluff Target have received the training. Council Member Shaver asked why they were applying for a catering license. Mr. Marsh explained that it may be for future use or possibly for wine tasting at a later date.

Police Chief Spencer explained that the Police Department conducted extensive background checks on all names listed on the liquor license, looking for specific reasons why any of the individuals would

not be fit, willing or able to hold a liquor license. No one reported criminal activity on the application and the investigation did not show any criminal activity. Mr. Marsh appeared before the Liquor License Investigatory Board and presented Target's procedures regarding alcohol sales. They are very thorough, including the Point Of Sale (POS) requirement to show ID's with all liquor sales. The Liquor License Investigatory Board forwarded a positive recommendation regarding the Target Liquor License. Chief Spencer did note that in 2003 and 2013 there were violations at a store in Omaha and a store in Kearney. With 13 stores holding liquor licenses since 1995, this low number of violations is a good indication of good business practices.

Mayor Meininger read a letter which was submitted by Mr. Dana Weber asking the City Council to make a negative recommendation to the Nebraska Liquor Control Commission because Target is a family oriented general merchandise store with children and teens as frequent shoppers. He added that the application is not consistent with the public interest. This letter will be submitted to the Nebraska Liquor Control Commission. Council Member Shaver questioned if the catering portion of the license could be added a later date. Chief Spencer investigated this and found that all Target licenses have included catering, most likely for the opportunity to have wine tastings if they wish.

Chief Spencer reiterated that the sale of alcohol is always a concern with the Police Department; however, he credits the law enforcement with the decreasing numbers of DUI's and managing the situation. There were no further comments from the public. Council Member Shaver commented that Target has a very good process in place, however he is concerned about the large number of liquor licenses in our community.

Mayor Meininger closed the public hearing at 6:25 p.m. Moved by Council Member McCarthy, seconded by Council Member Gonzales, "to forward a favorable recommendation to the Nebraska Liquor Control Commission for STL OF NEBRASKA INC., dba TARGET STORE T-0831 Class DK liquor license pursuant to Nebraska §53-132 (2)a, (2)b, (2)c, and (2)d," "YEAS", Gonzales, Meininger, Shaver, Colwell and McCarthy. "NAYS" None. Absent: None.

RESOLUTION NO. 17-07-01

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

1. On July 17, 2017, the matter of the application of a Class DK liquor license for STL OF NEBRASKA INC., dba TARGET STORE T-0831, 1401 Frontage Road, Scottsbluff, NE 69361 came on for consideration by the Council. The following exhibits were offered and received:

   Exhibit 1 - Application of Class D liquor license for STL OF NEBRASKA INC., dba TARGET STORE T-0831, 1401 Frontage Road, Scottsbluff, NE 69361
   Exhibit 2 - City Council Check List for Section 53-132 (Reissue 2010)
   Exhibit 3 - Written statement of Police Chief dated July 12, 2017
   Exhibit 4 - Written statement of City Clerk dated July 17, 2017
   Exhibit 5 - Written statement of Development Services Department dated June 26, 2017

   Letter protesting the license application from Dana Weber was received and read into the record.

2. Witnesses were sworn and testimony was received in support of the application at the public hearing on this date from Scott Marsh, Target Manager; 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. (2010) 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.
   Based on the above findings, the City Council approves the application and recommends to the Nebraska Liquor Control Commission that a Retail Class DK liquor license be issued to STL OF NEBRASKA INC., dba TARGET STORE T-0831, at the premises described in the application.
5. The City Clerk shall transmit a copy of this Resolution to the Commission.
6. Cost of publication: $14.12.

Passed and approved this 17th day of July, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

"seal"

Moved by Mayor Meininger, seconded by Council Member Colwell, "to submit a positive recommendation for Patrick Dytrych as manager of the Class DK Liquor License for TARGET STORE T-0831," "YEAS", Gonzales, Meininger, Colwell, and McCarthy. "NAYS" Shaver. Absent: None.

Jeff Kelley, Panhandle Area Development District (PADD) Executive Director, gave the Council an update on the East Overland project. All project funds have been used for Phase I, Predevelopment portion of this project. He explained that the top four recommended activities noted in the East Overland Revitalization Plan were: 1. Code Enforcement, 2. Building Facade assistance, 3. Landscape improvement assistance, and 4. Improve the intersection by Roosevelt School. The only activities qualifying for grant assistance in Phase II are Code Enforcement and Building Facade assistance. The maximum grant amount for Phase II is $700,000.00 which can be used over two years, with $350,000.00 each year. This grant requires a 25% match and 25% leverage from the City.

Mayor Meininger voiced his concern regarding the 50% matching funds required for Phase II with only two qualifying items in the top four of Phase I being eligible for Phase II. City Manager Johnson

explained that Phase I was developing the plan for the East Overland Corridor. The Phase II Implementation Plan is not necessarily lining up as anticipated in the plan, so moving forward, Mr. Johnson is proposing creating our own plan. We could empower the Community Redevelopment Authority to develop our own grant program. Council Member Gonzales suggested having a follow up meeting with the East Overland Steering Committee to get their input. Council Member Shaver added that it is important to develop the plan so it fits as eligible grant activities, and to find out how many people are interested in facade grants. Staff will meet with the Steering Committee and move forward.

Moved by Mayor Meininger, seconded by Council Member Shaver, "to remove the item from the table dealing with the Resolution to transfer funds from the Industrial Sites Fund to the Community Development Block Grant Fund (tabled May 30, 2017)," "YEAS", Gonzales, Meininger, Shaver, Colwell and McCarthy. "NAYS" None. Absent: None.

City Manager Johnson explained that the Resolution to transfer funds is to provide budget authority to transfer funds to be used as cash match for the Phase II East Overland development grant. Mr. Johnson noted that this is necessary to adequately budget for the CDBG grant.

Moved by Council Member Shaver, seconded by Council Member McCarthy, "to approve Resolution No. 17-07-02 authorizing the transfer of funds from the Industrial Sites Fund to the Community Development Block Grant Fund," "YEAS", Gonzales, Meininger, Shaver, Colwell and McCarthy. "NAYS" None. Absent: None.

RESOLUTION NO. 17-07-02

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

The City Council of the City of Scottsbluff, Nebraska ("**City**") has, pursuant to Ordinance #4060, created an Industrial Sites Fund ("**Fund")** wherein the **City** committed sources of revenue from the sale of farm assets to the **Fund** for the purpose of paying the costs of operating the farm assets. The **City** has determined and now declares pursuant to Neb. Rev. Stat. §16-721 it would be unwise and impracticable to leave idle funds remaining in the **Fund** where the purpose of the **Fund** has been accomplished and there is no indebtedness incurred on account of the **Fund**.

BE IT RESOLVED by the City Council that a transfer from the **Fund** is hereby appropriated and directed as follows:

TRANSFER OF FUNDS:

Fund – transfer out	($153,500.00)
Community Development Block Grant Fund – transfer in	$153,500.00

This Resolution shall become effective upon its passage and approval upon a three-fourths vote.

Passed and Approved on July 17, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

City Manager Johnson presented a letter of support for the 23 Club Renovations, as directed at the July 3, 2017 City Council Meeting. The letter commits the City as the general contractor for the project. Council Member Gonzales commented that we should specify the amount of support. Mr. B.J. Kinsey, 23 Club Board Member agreed that it would be helpful to have a dollar amount of the support. Moved by Mayor Meininger, seconded by Council Member Shaver, "to send the letter back to staff to tabulate the monetary limits for the 23 Club Renovation project, and amend the letter to the 23 Club," "YEAS", Gonzales, Meininger, Shaver, Colwell and McCarthy. "NAYS" None. Absent: None.

Regarding the initial negotiations of selling city owned property, Mayor Meininger expressed his appreciation to City Manager Johnson and staff for working with the City of Gering in accordance with the Economic Development Master Plan, to bring a new business to our region.

City Manager Johnson explained that there are several items before the council tonight, dealing with this potential land sale to Croell Concrete, which includes an Ordinance authorizing the sale of the property conditional upon no remonstrance against the sale being filed, and the sales contract. Regarding the background of this property, the City has owned this land for a number of years, it was a previous landfill site; it has been mined for gravel and aggregate by Cementers Concrete. Cementer has been sold to Croell, Inc. Included in the City Council's packet is a purchase agreement to sell property to Croell, Inc. Staff feels it is in the best interest of the City to look at all options. The appraisal value is $547,000.00 and the purchase offer from Croell is $548,010.00 This is a great opportunity for the City to sell this property and create Economic Development for our area.

Brian Marchant, General Manager from Croell, Inc. was present to explain their business plans. Mr. Marchant thanked City Manager Johnson and Mayor Meininger for helping locate this property for their business. He explained that Croell is a family owned business which started in Iowa. They currently have plants surrounding Scottsbluff consisting of 22 aggregate pits and 23 ready mix plants. They purchased Cementers a few months ago. Having an aggregate pit by the ready-mix operation will help cut down on costs with lower costs to the consumer. The benefits of purchasing this property is to put it back on the tax rolls, create employees, generate sales tax, and lower consumer prices.

Regarding any potential environmental issues, since the ready-mix can create emissions at every point the conveyer is dropped, their plant will include a big vacuum that collects dust and recaptures cement that would go into the air. Both the ready-mix and asphalt operations are governed by the Environmental Protection Agency and the State of Nebraska.

The regional office for Croell, Inc., would be located at this location with a large repair shop; the Regional Manager and approximately 15 employees would work out of this facility. They would like to proceed with the purchase of the property so they can do their due diligence on the site.

Council Member Shaver asked if there were chemicals emitted from the asphalt or cement; Mr. Marchant responded that there are not. Council Member McCarthy asked how many trucks they would expect each day; Mr. Marchant said the average is 10-15 per day. Mayor Meininger asked Gering Mayor Tony Kaufman if he supported the regional concept of this development. Mayor Kaufman responded that he supported this development.

Comments from the public included Beth Everett and Nathan Clark, owners of Meadowlark Hearth, an organic seed and vegetable farm located 145 feet from the proposed property. Their property has been a family owned farm for many years and they plan to pass this property on as a public resource to

promote plant and animal knowledge. Their business includes dairy, compost, organic vegetables and seeds. Ms. Everett asked the City Council to table this item and conduct more research about this development.

Additional Public Comments supporting the environmental concerns of the Meadowlark Hearth were received from: Rae Anne Schmitz, Astrid Munn, Lisa Betz-Marquez, Bob Watson, Katie Bradshaw, Anne Radford, Brittany Rodriquez, Tracy Zayac, Louis West, Shawn Collier and Becky McMillen.

Mr. Kirk Arnold commented that he has property next to Simon's and they have proven to be good neighbors. He does not believe that the cement company would impact the wildlife or the organic gardens.

Mayor Meininger announced there would be a 5 minute break at 7:40 p.m. The Council resumed at 7:45 p.m. The following Council Members were present: Randy Meininger, Scott Shaver, Mark McCarthy, Raymond Gonzales and Jordan Colwell.

Mayor Meininger continued discussion regarding the sale of city owned property to Croell, Inc. He explained that the proposed Ordinance starts the process, which needs to go forward before the remonstrance period can begin. He added that all comments are valuable, and it is important that we work together as a community and a region. Council Member Shaver was concerned about the impact of the concrete plant on Meadowlark Hearth regarding the ability to obtain their organic certification.

Mayor Meininger introduced the Ordinance regarding the sale of approximately 365.34 acres of city-owned property to Croell, Inc., an Iowa Corporation which was read by title on first reading: **AN ORDINANCE AUTHORIZING THE SALE OF PART OF THE NE1/4, PART OF THE SE1/4, PART OF THE SW1/4 (NORTH OF THE CANAL) IN SECTION 34, TOWNSHIP 22 NORTH, RANGE 54 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA.**

City Manager Nathan Johnson commented that we need to be environmentally sensitive and business friendly. We can look at funding mechanisms to help provide a barrier of some sort around the plant as a buffer, to further help the Meadowlark Hearth farm and help Croell, Inc. Staff would like to consider solutions to help both businesses. For Economic Development growth we need concrete batch plants to keep costs competitive. Council Member Gonzales suggested the concrete operation develop plans to locate their plant on the proposed property, as far away from the farm as possible, to help protect their organic certification.

Ms. Everett suggested that the Council look for other properties to locate Croell, and asked if others could bid on the property to purchase. Mr. Johnson responded that staff has looked for other locations and this is the only one in the region that fits the needs of the plant. Regarding bids on the property, he informed Ms. Everett that there are no statutory requirements for the city to request bids on city owned property. Croell, Inc. have presented a reasonable offer on the property, therefore, the Ordinance and contract were placed on the agenda for Council's consideration.

Moved by Mayor Meininger, seconded by Council Member Gonzales, "that the statutory rule requiring the Ordinance to be read by title on three different days be suspended," "YEAS", Meininger, McCarthy, and Gonzales, "NAYS": Colwell, Shaver. Absent: None. The motion did not pass, as three-fourths of the Council Members must approve the suspension of the readings.

Council introduced Ordinance No 4217 annexing a tract of land known as a part of the SE ¼ of the SE ¼ of Section 15, Township 22 North, Range 55 West of the 6TH P.M., Scotts Bluff County, Nebraska which was read by title on third reading: **AN ORDINANCE OF THE CITY OF SCOTTSBUFF, NEBRASKA, ANNEXING A TRACT OF LAND KNOWN AS PART OF THE SE**

¼ SE ¼ OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM. Moved by Mayor Meininger, seconded by Council Member Gonzales, "to approve Ordinance No. 4217," "YEAS", Gonzales, Meininger, , Colwell and McCarthy. "NAYS" Shaver. Absent: None.

City Manager Johnson explained that the State has approved the 2017 National Electric Code, which goes into effect August 1, 2017; staff is recommending that the City Council adopt the National Electric Code to remain in compliance with the State.

Mayor Meininger introduced Ordinance No. 4218 updating the Scottsbluff Municipal Code to include the 2017 National Electric Code which was read by title on first reading: **AN ORDINANCE DEALING WITH ELECTRICITY, AMENDING THE SCOTTSBLUFF MUNICIPAL CODE SECTION 4-2-33, ADOPTING THE 2017 NATIONAL ELECTRICAL CODE, SUBJECT TO CERTAIN STIPULATED MODIFICATIONS, REPEALING THE FORMER SECTION, AND PROVIDING FOR AN EFFECTIVE DATE.** Moved by Mayor Meininger, seconded by Council Member McCarthy, "that the statutory rule requiring the Ordinance to be read by title on three different days be suspended," "YEAS", Colwell, Meininger, McCarthy, and Gonzales, "NAYS" Shaver. Absent: None.

The motion carried having been approved by three-fourths of the Council Members. Moved by Mayor Meininger, seconded by Council Member Gonzales, "that Ordinance No. 4218 be adopted," "YEAS", Colwell, Meininger, McCarthy, and Gonzales, "NAYS" Shaver. Absent: None.

Under Council Reports, Mr. Johnson introduced Starr Lehl, who has been hired as the City's new Economic Development Director. Council Member Gonzales reported that the WNED will meet this Thursday. Mayor Meininger reported that the 911 Task Force is ready to make a recommendation regarding the records management company. Council Member Shaver reported that there were a number of Scottsbluff High School tours during the past weekend.

Moved by Council Member Shaver, seconded by Council Member Colwell, "to adjourn the meeting at 7:50 p.m.," "YEAS", Colwell, Meininger, McCarthy, Shaver and Gonzales, "NAYS", None. Absent: None.

_____
Mayor

Attest:

_____
City Clerk
"SEAL"

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Consent2

Set a public hearing for August 21, 2017, 6:05 p.m. to consider the Class D Liquor License application for AMSI, LLC dba Cheema's Gas and Liquor, 2002 Ave. I, Scottsbluff, NE.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Consent3

Council to set August 21, 2017 at 6:05 p.m. as the date for a Public Hearing for the FY 2017-2018 Budget.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska
Monday, August 7, 2017
Regular Meeting

Item Claims1

Regular claims

Staff Contact: Liz Hilyard, Finance Director

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00743 - 3M COMPANY					
Fund: 212 - TRANSPORTATION					
PAVEMENT MARKING TAPE	STREET REPAIR SUPPLIES				1,633.50
PAVEMENT MARKING TAPE	STREET REPAIR SUPPLIES				5,188.05
				Fund 212 - TRANSPORTATION Total:	**6,821.55**
				Vendor 00743 - 3M COMPANY Total:	**6,821.55**
Vendor: 00393 - ACTION COMMUNICATIONS INC.					
Fund: 212 - TRANSPORTATION					
NEW TWO WAY RADIO FOR SU...	EQUIPMENT				714.98
				Fund 212 - TRANSPORTATION Total:	**714.98**
Fund: 621 - ENVIRONMENTAL SERVICES					
INTERNET SERVICE (8/1/17 - 8/...	DEPARTMENT SUPPLIES				27.50
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**27.50**
Fund: 631 - WASTEWATER					
INTERNET SERVICE (8/1/17 - 8/...	DEPARTMENT SUPPLIES				27.50
				Fund 631 - WASTEWATER Total:	**27.50**
				Vendor 00393 - ACTION COMMUNICATIONS INC. Total:	**769.98**
Vendor: 09021 - AIRGAS USA, LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				27.48
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**27.48**
				Vendor 09021 - AIRGAS USA, LLC Total:	**27.48**
Vendor: 05887 - ALLO COMMUNICATIONS,LLC					
Fund: 111 - GENERAL					
LOCAL TELEPHONE CHARGES	TELEPHONE				267.76
LOCAL TELEPHONE CHARGES	TELEPHONE				69.48
LOCAL TELEPHONE CHARGES	TELEPHONE				67.98
LOCAL TELEPHONE CHARGES	TELEPHONE				37.16
LOCAL TELEPHONE CHARGES	TELEPHONE				160.00
LOCAL TELEPHONE CHARGES	TELEPHONE				176.70
LOCAL TELEPHONE CHARGES	TELEPHONE				361.74
LOCAL TELEPHONE CHARGES	TELEPHONE				1,584.32
LOCAL TELEPHONE CHARGES	TELEPHONE				519.14
LOCAL TELEPHONE CHARGES	TELEPHONE				198.10
LOCAL TELEPHONE CHARGES	TELEPHONE				14.70
				Fund 111 - GENERAL Total:	**3,457.08**
Fund: 212 - TRANSPORTATION					
LOCAL TELEPHONE CHARGES	TELEPHONE				286.75
				Fund 212 - TRANSPORTATION Total:	**286.75**
Fund: 213 - CEMETERY					
LOCAL TELEPHONE CHARGES	TELEPHONE				69.48
				Fund 213 - CEMETERY Total:	**69.48**
Fund: 621 - ENVIRONMENTAL SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				164.69
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**164.69**
Fund: 631 - WASTEWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				135.95
				Fund 631 - WASTEWATER Total:	**135.95**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				102.72
				Fund 641 - WATER Total:	**102.72**
Fund: 661 - STORMWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.75
				Fund 661 - STORMWATER Total:	**34.75**
Fund: 721 - GIS SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.16
				Fund 721 - GIS SERVICES Total:	**34.16**
Fund: 725 - CENTRAL GARAGE					
LOCAL TELEPHONE CHARGES	TELEPHONE				62.45
				Fund 725 - CENTRAL GARAGE Total:	**62.45**
				Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:	**4,348.03**
Vendor: 03711 - AMAZON.COM HEADQUARTERS					
Fund: 111 - GENERAL					
Misc.	DEPARTMENT SUPPLIES				84.80
Misc.	JANITORIAL SUPPLIES				42.15
Misc.	AUDIOVISUAL SUPPLIES				125.26
Misc.	BOOKS				284.30
Misc.	PROGRAMMING				34.99
				Fund 111 - GENERAL Total:	**571.50**
				Vendor 03711 - AMAZON.COM HEADQUARTERS Total:	**571.50**
Vendor: 02618 - ANTHONY HARRIS					
Fund: 621 - ENVIRONMENTAL SERVICES					
contractual services	CONTRACTUAL SERVICES				20.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**20.00**
				Vendor 02618 - ANTHONY HARRIS Total:	**20.00**
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				36.07
equip mtnc	EQUIPMENT MAINTENANCE				-36.07
				Fund 725 - CENTRAL GARAGE Total:	**0.00**
				Vendor 04575 - AUTOZONE STORES, INC Total:	**0.00**
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				4.75
BLDG MAINT	BUILDING MAINTENANCE				4.75
BLDG MAINT	BUILDING MAINTENANCE				9.50
BLDG MAINT	BUILDING MAINTENANCE				9.50
BLDG MAINT	BUILDING MAINTENANCE				4.75
BLDG MAINT	BUILDING MAINTENANCE				4.75
Dep. sup. - LIBRARY	DEPARTMENT SUPPLIES				59.50
				Fund 111 - GENERAL Total:	**97.50**
Fund: 212 - TRANSPORTATION					
WATER FOR DRINKING	DEPARTMENT SUPPLIES				37.50
WATER FOR DRINKING	DEPARTMENT SUPPLIES				23.50
WATER FOR DRINKING	DEPARTMENT SUPPLIES				44.50
				Fund 212 - TRANSPORTATION Total:	**105.50**
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				16.50
dept supplies	DEPARTMENT SUPPLIES				21.50
dept supplies	DEPARTMENT SUPPLIES				16.50
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**54.50**
				Vendor 00295 - B & H INVESTMENTS, INC Total:	**257.50**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09793 - BIBEROS JOSEPH					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				54.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
				Fund 111 - GENERAL Total:	**126.00**
				Vendor 09793 - BIBEROS JOSEPH Total:	**126.00**
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC					
Fund: 111 - GENERAL					
Monthly Energy Bill	HEATING FUEL				26.58
Monthly Energy Bill	HEATING FUEL				41.76
Monthly Energy Bill	HEATING FUEL				41.75
Monthly Energy Bill	HEATING FUEL				32.19
Monthly Energy Bill	HEATING FUEL				72.84
Monthly Energy Bill	HEATING FUEL				14.67
Monthly Energy Bill	HEATING FUEL				2,282.52
				Fund 111 - GENERAL Total:	**2,512.31**
Fund: 212 - TRANSPORTATION					
Monthly Energy Bill	HEATING FUEL				181.91
				Fund 212 - TRANSPORTATION Total:	**181.91**
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Energy Bill	HEATING FUEL				7.49
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**7.49**
Fund: 641 - WATER					
Monthly Energy Bill	HEATING FUEL				136.85
				Fund 641 - WATER Total:	**136.85**
Fund: 725 - CENTRAL GARAGE					
Monthly Energy Bill	HEATING FUEL				28.35
				Fund 725 - CENTRAL GARAGE Total:	**28.35**
				Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:	**2,866.91**
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
Vacuum part	DEPARTMENT SUPPLIES				52.60
Jan. sup.	JANITORIAL SUPPLIES				140.90
DEPT SUPP	DEPARTMENT SUPPLIES				78.23
DEPT SUPP	DEPARTMENT SUPPLIES				257.49
Jan. sup.	JANITORIAL SUPPLIES				158.97
DEPT SUPP	DEPARTMENT SUPPLIES				25.29
DEPT SUPP	DEPARTMENT SUPPLIES				64.39
DEPT & JANIT SUPPL	DEPARTMENT SUPPLIES				146.79
DEPT & JANIT SUPPL	DEPARTMENT SUPPLIES				146.79
DEPT & JANIT SUPPL	JANITORIAL SUPPLIES				26.25
DEPT & JANIT SUPPL	JANITORIAL SUPPLIES				26.24
supplies - EMS gloves	DEPARTMENT SUPPLIES				153.00
				Fund 111 - GENERAL Total:	**1,276.94**
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				27.49
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**27.49**
				Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:	**1,304.43**
Vendor: 09636 - BRANDT APPRAISAL CO INC					
Fund: 219 - INDUSTRIAL SITES					
APPRAISAL SERVICES	CONTRACTUAL SERVICES				6,000.00
				Fund 219 - INDUSTRIAL SITES Total:	**6,000.00**
				Vendor 09636 - BRANDT APPRAISAL CO INC Total:	**6,000.00**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				33.00
				Fund 111 - GENERAL Total:	**33.00**
				Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:	**33.00**
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.					
Fund: 212 - TRANSPORTATION					
SUPP - HEM FIR	DEPARTMENT SUPPLIES				63.25
				Fund 212 - TRANSPORTATION Total:	**63.25**
Fund: 223 - KENO					
KENO	DEPARTMENT SUPPLIES				978.96
				Fund 223 - KENO Total:	**978.96**
				Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:	**1,042.21**
Vendor: 00787 - CASH WA DISTRIBUTING					
Fund: 111 - GENERAL					
CONCESSIONS	CONCESSION SUPPLIES				515.50
				Fund 111 - GENERAL Total:	**515.50**
				Vendor 00787 - CASH WA DISTRIBUTING Total:	**515.50**
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 111 - GENERAL					
CELL PHONES	TELEPHONE				308.36
fire cell phones	CELLULAR PHONE				215.40
				Fund 111 - GENERAL Total:	**523.76**
				Vendor 07911 - CELLCO PARTNERSHIP Total:	**523.76**
Vendor: 09768 - CHARTER COMMUNICATIONS HOLDINGS LLC					
Fund: 111 - GENERAL					
TV box for fire	EQUIPMENT MAINTENANCE				7.81
				Fund 111 - GENERAL Total:	**7.81**
				Vendor 09768 - CHARTER COMMUNICATIONS HOLDINGS LLC Total:	**7.81**
Vendor: 09736 - CHILD SUPPORT					
Fund: 713 - CASH & INVESTMENT POOL					
CHILD SUPPORT	CHILD SUPPORT EE PAY				37.00
				Fund 713 - CASH & INVESTMENT POOL Total:	**37.00**
				Vendor 09736 - CHILD SUPPORT Total:	**37.00**
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				15.07
POSTAGE	POSTAGE				16.86
				Fund 111 - GENERAL Total:	**31.93**
				Vendor 02396 - CITIBANK N.A. Total:	**31.93**
Vendor: 05859 - CITIBANK, N.A.					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				14.97
DEPT SUPP	DEPARTMENT SUPPLIES				-24.96
EQUIP MAINT	EQUIPMENT MAINTENANCE				-36.12
EQUIP MAINT	EQUIPMENT MAINTENANCE				33.29
				Fund 111 - GENERAL Total:	**-12.82**
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				59.94
				Fund 213 - CEMETERY Total:	**59.94**
				Vendor 05859 - CITIBANK, N.A. Total:	**47.12**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00484 - CITY OF GERING					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				12.16
				Fund 111 - GENERAL Total:	**12.16**
				Vendor 00484 - CITY OF GERING Total:	**12.16**
Vendor: 01976 - CLARK PRINTING LLC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				243.15
				Fund 111 - GENERAL Total:	**243.15**
				Vendor 01976 - CLARK PRINTING LLC Total:	**243.15**
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY					
Fund: 713 - CASH & INVESTMENT POOL					
SUPPLEMENTAL INS	LIFE INS EE PAYABLE				22.75
SUPPLEMENTAL INS	DIS INC INS EE PAYABLE				25.95
				Fund 713 - CASH & INVESTMENT POOL Total:	**48.70**
				Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:	**48.70**
Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				69.17
SCHOOLS & CONF	SCHOOL & CONFERENCE				69.17
SCHOOLS & CONF	SCHOOL & CONFERENCE				77.66
				Fund 111 - GENERAL Total:	**216.00**
				Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:	**216.00**
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				125.35
				Fund 111 - GENERAL Total:	**125.35**
Fund: 212 - TRANSPORTATION					
SUPP - RED CHALK	DEPARTMENT SUPPLIES				20.09
SUPP - PAINT, SCREED BOARD, ...	DEPARTMENT SUPPLIES				528.22
SUPP - JOINT SEALANT	DEPARTMENT SUPPLIES				34.79
SUPP - CHALK REFILL	DEPARTMENT SUPPLIES				14.21
				Fund 212 - TRANSPORTATION Total:	**597.31**
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				109.76
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**109.76**
				Vendor 00267 - CONTRACTORS MATERIALS INC. Total:	**832.42**
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS					
Fund: 111 - GENERAL					
CONTRACT SERVICES	CONSULTING SERVICES				60.50
				Fund 111 - GENERAL Total:	**60.50**
				Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:	**60.50**
Vendor: 09767 - CROELL INC					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				892.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				148.50
				Fund 212 - TRANSPORTATION Total:	**1,041.00**
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				300.14
DEPT SUP	DEPARTMENT SUPPLIES				136.43
				Fund 641 - WATER Total:	**436.57**
				Vendor 09767 - CROELL INC Total:	**1,477.57**
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
Dep. sup.	DEPARTMENT SUPPLIES				128.00

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Dep. sup.	DEPARTMENT SUPPLIES				118.00
Dep. sup.	DEPARTMENT SUPPLIES				116.45
DEPT SUPP	DEPARTMENT SUPPLIES				45.99
DEPT SUPPLIES	DEPARTMENT SUPPLIES				31.96
DEPT SUPPP	DEPARTMENT SUPPLIES				69.90
				Fund 111 - GENERAL Total:	**510.30**
				Vendor 07689 - CYNTHIA GREEN Total:	**510.30**
Vendor: 00234 - D & H ELECTRONICS INC.					
Fund: 212 - TRANSPORTATION					
SWITCH FOR 5TH & E. OVLD. TR...	DEPARTMENT SUPPLIES				4.65
FAN FOR BELTLINE & AVE. I	DEPARTMENT SUPPLIES				25.51
				Fund 212 - TRANSPORTATION Total:	**30.16**
				Vendor 00234 - D & H ELECTRONICS INC. Total:	**30.16**
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 212 - TRANSPORTATION					
TIRE REPAIR FOR SWEEPER	EQUIPMENT MAINTENANCE				63.50
				Fund 212 - TRANSPORTATION Total:	**63.50**
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				33.50
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**33.50**
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				38.99
EQUIP MAINT	EQUIPMENT MAINTENANCE				80.00
				Fund 631 - WASTEWATER Total:	**118.99**
				Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:	**215.99**
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE					
Fund: 111 - GENERAL					
Monthly Long Distance	TELEPHONE				8.58
Monthly Long Distance	TELEPHONE				1.59
Monthly Long Distance	TELEPHONE				0.47
Monthly Long Distance	TELEPHONE				6.43
Monthly Long Distance	TELEPHONE				0.94
Monthly Long Distance	TELEPHONE				4.28
Monthly Long Distance	TELEPHONE				10.82
Monthly Long Distance	TELEPHONE				43.45
Monthly Long Distance	TELEPHONE				20.89
Monthly Long Distance	TELEPHONE				7.50
Monthly Long Distance	TELEPHONE				2.35
LONG DISTANCE	TELEPHONE				6.47
				Fund 111 - GENERAL Total:	**113.77**
Fund: 212 - TRANSPORTATION					
Monthly Long Distance	TELEPHONE				6.39
				Fund 212 - TRANSPORTATION Total:	**6.39**
Fund: 213 - CEMETERY					
Monthly Long Distance	TELEPHONE				6.10
				Fund 213 - CEMETERY Total:	**6.10**
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Long Distance	TELEPHONE				6.45
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**6.45**
Fund: 631 - WASTEWATER					
Monthly Long Distance	TELEPHONE				2.16
				Fund 631 - WASTEWATER Total:	**2.16**
Fund: 641 - WATER					
Monthly Long Distance	TELEPHONE				4.54
				Fund 641 - WATER Total:	**4.54**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 661 - STORMWATER					
Monthly Long Distance	TELEPHONE				2.91
				Fund 661 - STORMWATER Total:	**2.91**
Fund: 721 - GIS SERVICES					
Monthly Long Distance	TELEPHONE				0.47
				Fund 721 - GIS SERVICES Total:	**0.47**
				Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:	**142.79**
Vendor: 09795 - DEAVER TYSON					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
				Fund 111 - GENERAL Total:	**54.00**
				Vendor 09795 - DEAVER TYSON Total:	**54.00**
Vendor: 09451 - DIGITAL HIGHWAY, INC					
Fund: 111 - GENERAL					
Data antenna for new rescue	DEPARTMENT SUPPLIES				210.75
				Fund 111 - GENERAL Total:	**210.75**
				Vendor 09451 - DIGITAL HIGHWAY, INC Total:	**210.75**
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				450.00
disposal fees	DISPOSAL FEES				800.00
disposal fees	DISPOSAL FEES				450.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**1,700.00**
				Vendor 07421 - DUANE E. WOHLERS Total:	**1,700.00**
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				78.23
				Fund 725 - CENTRAL GARAGE Total:	**78.23**
				Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:	**78.23**
Vendor: 09479 - ENGINEERED EQUIPMENT SOLUTIONS INC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				2,007.50
				Fund 631 - WASTEWATER Total:	**2,007.50**
				Vendor 09479 - ENGINEERED EQUIPMENT SOLUTIONS INC Total:	**2,007.50**
Vendor: 00069 - ENVIRONMENTAL ANALYSIS SOUTH, INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				750.60
				Fund 631 - WASTEWATER Total:	**750.60**
				Vendor 00069 - ENVIRONMENTAL ANALYSIS SOUTH, INC Total:	**750.60**
Vendor: 07574 - FAT BOYS TIRE AND AUTO					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				30.65
equip mtnc	EQUIPMENT MAINTENANCE				60.00
equip mtnc	EQUIPMENT MAINTENANCE				56.00
equip mtnc	EQUIPMENT MAINTENANCE				182.84
				Fund 725 - CENTRAL GARAGE Total:	**329.49**
				Vendor 07574 - FAT BOYS TIRE AND AUTO Total:	**329.49**
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 631 - WASTEWATER					
POSTAGE	POSTAGE				102.36
				Fund 631 - WASTEWATER Total:	**102.36**
Fund: 641 - WATER					
POSTAGE	POSTAGE				111.82

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
POSTAGE	POSTAGE				182.22
				Fund 641 - WATER Total:	**294.04**
				Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	**396.40**
Vendor: 07993 - FELSBURG HOLT & ULLEVIG, INC					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				1,250.00
				Fund 661 - STORMWATER Total:	**1,250.00**
				Vendor 07993 - FELSBURG HOLT & ULLEVIG, INC Total:	**1,250.00**
Vendor: 00794 - FLOYD'S TRUCK CENTER, INC					
Fund: 212 - TRANSPORTATION					
REPAIRS TO DUMP TRUCK	VEHICLE MAINTENANCE				414.62
				Fund 212 - TRANSPORTATION Total:	**414.62**
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				545.19
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**545.19**
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				41.24
equip mtnc	EQUIPMENT MAINTENANCE				218.06
equip mtnc	EQUIPMENT MAINTENANCE				295.49
equip mtnc	EQUIPMENT MAINTENANCE				20.62
				Fund 725 - CENTRAL GARAGE Total:	**575.41**
				Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:	**1,535.22**
Vendor: 09646 - FRANCISCO MAREZ					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				54.00
CONTRACTUAL	CONTRACTUAL SERVICES				90.00
CONTRACTUAL	CONTRACTUAL SERVICES				54.00
CONTRACTUAL	CONTRACTUAL SERVICES				72.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
				Fund 111 - GENERAL Total:	**342.00**
				Vendor 09646 - FRANCISCO MAREZ Total:	**342.00**
Vendor: 05600 - GALLS INC					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				164.97
				Fund 111 - GENERAL Total:	**164.97**
				Vendor 05600 - GALLS INC Total:	**164.97**
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
Prgm.	PROGRAMMING				31.26
CONCESSIONS	CONCESSION SUPPLIES				48.83
supplies	DEPARTMENT SUPPLIES				49.06
JANIT SUPPL	JANITORIAL SUPPLIES				16.39
Dep. sup.	DEPARTMENT SUPPLIES				7.98
Dep. sup.	DEPARTMENT SUPPLIES				29.76
Dep. sup.	DEPARTMENT SUPPLIES				19.80
Prgrm.	PROGRAMMING				19.98
				Fund 111 - GENERAL Total:	**223.06**
Fund: 215 - SPECIAL PROJECTS					
CAR SEATS	DEPARTMENT SUPPLIES				101.84
				Fund 215 - SPECIAL PROJECTS Total:	**101.84**
Fund: 621 - ENVIRONMENTAL SERVICES					
uniforms & clothing	DEPARTMENT SUPPLIES				36.85
uniforms & clothing	UNIFORMS & CLOTHING				56.48

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
dept supplies	DEPARTMENT SUPPLIES				11.68
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**105.01**
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				332.77
				Fund 641 - WATER Total:	**332.77**
				Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:	**762.68**
Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC					
Fund: 212 - TRANSPORTATION					
TRAFFIC SIGNAL SUPP - CABLE ...	DEPARTMENT SUPPLIES				413.60
				Fund 212 - TRANSPORTATION Total:	**413.60**
				Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total:	**413.60**
Vendor: 09058 - GILBERT CARRIZALES					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				72.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				54.00
				Fund 111 - GENERAL Total:	**198.00**
				Vendor 09058 - GILBERT CARRIZALES Total:	**198.00**
Vendor: 09806 - GRACE CHAPEL					
Fund: 111 - GENERAL					
REFUND	MISCELLANEOUS				50.00
				Fund 111 - GENERAL Total:	**50.00**
				Vendor 09806 - GRACE CHAPEL Total:	**50.00**
Vendor: 09776 - GREAT LAKES HIGHER EDUCATION GUARANTY CORP					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				185.82
				Fund 713 - CASH & INVESTMENT POOL Total:	**185.82**
				Vendor 09776 - GREAT LAKES HIGHER EDUCATION GUARANTY CORP Total:	**185.82**
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				2,588.30
CHEMICALS	CHEMICALS				3,705.25
CHEMICALS	CHEMICALS				2,288.25
				Fund 641 - WATER Total:	**8,581.80**
				Vendor 04371 - HAWKINS, INC. Total:	**8,581.80**
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				153.19
				Fund 641 - WATER Total:	**153.19**
				Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:	**153.19**
Vendor: 03619 - HELENA CHEMICAL COMPANY					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				343.75
				Fund 631 - WASTEWATER Total:	**343.75**
				Vendor 03619 - HELENA CHEMICAL COMPANY Total:	**343.75**
Vendor: 00096 - HOLIDAY INN - KEARNEY					
Fund: 631 - WASTEWATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				199.90
				Fund 631 - WASTEWATER Total:	**199.90**
				Vendor 00096 - HOLIDAY INN - KEARNEY Total:	**199.90**
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				94.00

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
BLDG MAINT	BUILDING MAINTENANCE				129.00
				Fund 111 - GENERAL Total:	**223.00**
				Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:	**223.00**
Vendor: 06423 - HYDROTEX PARTNERS, LTD					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				564.28
equip mtnc	EQUIPMENT MAINTENANCE				402.76
oil & antifreeze	OIL & ANTIFREEZE				1,474.34
				Fund 725 - CENTRAL GARAGE Total:	**2,441.38**
				Vendor 06423 - HYDROTEX PARTNERS, LTD Total:	**2,441.38**
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
JANITORIAL SUPP	JANITORIAL SUPPLIES				75.70
Jan. sup.	JANITORIAL SUPPLIES				87.55
DEPT SUPP	DEPARTMENT SUPPLIES				202.56
DEPT SUPP	DEPARTMENT SUPPLIES				56.68
JANITORIAL SUPP	JANITORIAL SUPPLIES				82.71
JANITORIAL SUPP	JANITORIAL SUPPLIES				18.47
JANITORIAL SUPP	JANITORIAL SUPPLIES				26.00
Jan. sup.	JANITORIAL SUPPLIES				88.70
DEPT SUPP	DEPARTMENT SUPPLIES				60.72
				Fund 111 - GENERAL Total:	**699.09**
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				29.52
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				56.84
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				29.88
				Fund 212 - TRANSPORTATION Total:	**116.24**
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				66.23
dept supplies	DEPARTMENT SUPPLIES				62.74
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**128.97**
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				33.90
				Fund 641 - WATER Total:	**33.90**
Fund: 725 - CENTRAL GARAGE					
uniforms & clothing	DEPARTMENT SUPPLIES				25.16
uniforms & clothing	UNIFORMS & CLOTHING				7.96
uniforms & clothing	DEPARTMENT SUPPLIES				25.60
uniforms & clothing	UNIFORMS & CLOTHING				7.96
uniforms & clothing	DEPARTMENT SUPPLIES				84.65
uniforms & clothing	UNIFORMS & CLOTHING				7.96
				Fund 725 - CENTRAL GARAGE Total:	**159.29**
				Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	**1,137.49**
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				73.52
GROUND MAINT	GROUNDS MAINTENANCE				2.03
GROUND MAINT	GROUNDS MAINTENANCE				1.87
GROUND MAINT	GROUNDS MAINTENANCE				23.56
GROUND MAINT	GROUNDS MAINTENANCE				65.40
BLDG MAINT	BUILDING MAINTENANCE				3.24
GROUNDS MAINT	GROUNDS MAINTENANCE				18.30
BLDG MAINT	BUILDING MAINTENANCE				33.95
				Fund 111 - GENERAL Total:	**221.87**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				12.34
				Fund 213 - CEMETERY Total:	**12.34**
				Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:	**234.21**
Vendor: 02578 - INFINITY CONSTRUCTION, INC.					
Fund: 212 - TRANSPORTATION					
PAYMENT 5 FOR BULB OUT PRO…	STREET PROJECTS				72,089.80
				Fund 212 - TRANSPORTATION Total:	**72,089.80**
				Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:	**72,089.80**
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks.	BOOKS				187.71
Bks.	BOOKS				110.40
Bks.	BOOKS				23.35
				Fund 111 - GENERAL Total:	**321.46**
				Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:	**321.46**
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,794.68
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,794.68
WITHHOLDINGS	FICA W/H EE PAYABLE				14,223.13
WITHHOLDINGS	FICA W/H EE PAYABLE				14,223.13
WITHHOLDINGS	FED W/H EE PAYABLE				26,454.56
				Fund 713 - CASH & INVESTMENT POOL Total:	**62,490.18**
				Vendor 08154 - INTERNAL REVENUE SERVICE Total:	**62,490.18**
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
SOFTWARE FOR NEW SERVER	EQUIPMENT				5,076.14
DELL POWEREDGE R730 SERVER	EQUIPMENT				3,554.94
DEPT SUPPLIES	DEPARTMENT SUPPLIES				32.63
DEPT. SUPPLIES	DEPARTMENT SUPPLIES				156.38
DEPT SUPPLIES	DEPARTMENT SUPPLIES				359.00
CONTRACT SERVICES - JULY 2017	CONTRACTUAL SERVICES				1,500.00
				Fund 111 - GENERAL Total:	**10,679.09**
Fund: 224 - ECONOMIC DEVELOPMENT					
DELL LATITUDE 5580 LAPTOP	DEPARTMENT SUPPLIES				1,095.78
				Fund 224 - ECONOMIC DEVELOPMENT Total:	**1,095.78**
Fund: 621 - ENVIRONMENTAL SERVICES					
SOFTWARE FOR NEW SERVER	EQUIPMENT				2,538.07
DELL POWEREDGE R730 SERVER	EQUIPMENT				1,777.46
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**4,315.53**
Fund: 631 - WASTEWATER					
SOFTWARE FOR NEW SERVER	EQUIPMENT				2,538.07
DELL POWEREDGE R730 SERVER	EQUIPMENT				1,777.46
				Fund 631 - WASTEWATER Total:	**4,315.53**
Fund: 641 - WATER					
SOFTWARE FOR NEW SERVER	EQUIPMENT				2,538.07
DELL POWEREDGE R730 SERVER	EQUIPMENT				1,777.46
				Fund 641 - WATER Total:	**4,315.53**
				Vendor 08525 - INTRALINKS, INC Total:	**24,721.46**
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				54.95
				Fund 111 - GENERAL Total:	**54.95**
				Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:	**54.95**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 212 - TRANSPORTATION					
SUPP - ROUND UP	DEPARTMENT SUPPLIES				99.98
SUPP - SNAPS	DEPARTMENT SUPPLIES				10.56
				Fund 212 - TRANSPORTATION Total:	**110.54**
				Vendor 06131 - JOHN DEERE FINANCIAL Total:	**110.54**
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				117.96
				Fund 631 - WASTEWATER Total:	**117.96**
				Vendor 08067 - JOHN DEERE FINANCIAL Total:	**117.96**
Vendor: 09474 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				28.36
				Fund 111 - GENERAL Total:	**28.36**
Fund: 213 - CEMETERY					
EQUIP MAINT	EQUIPMENT MAINTENANCE				431.37
EQUIP MAINT	EQUIPMENT MAINTENANCE				15.00
				Fund 213 - CEMETERY Total:	**446.37**
				Vendor 09474 - JOHN DEERE FINANCIAL Total:	**474.73**
Vendor: 09185 - JONATHAN P VAN GALDER					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
				Fund 111 - GENERAL Total:	**18.00**
				Vendor 09185 - JONATHAN P VAN GALDER Total:	**18.00**
Vendor: 09371 - KIRK BERNHARDT					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				54.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				800.00
				Fund 111 - GENERAL Total:	**926.00**
				Vendor 09371 - KIRK BERNHARDT Total:	**926.00**
Vendor: 09747 - KNOW HOW LLC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				25.99
vehicle parts	VEHICLE MAINTENANCE				9.96
EQUIP MAINT	EQUIPMENT MAINTENANCE				42.06
supplies	DEPARTMENT SUPPLIES				21.98
				Fund 111 - GENERAL Total:	**99.99**
Fund: 212 - TRANSPORTATION					
FILTERS FOR EQUIPMENT	EQUIPMENT MAINTENANCE				87.36
				Fund 212 - TRANSPORTATION Total:	**87.36**
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				65.81
				Fund 213 - CEMETERY Total:	**65.81**
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				6.20
dept supplies	DEPARTMENT SUPPLIES				37.38
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**43.58**
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				113.28
EQUIP MAINT	VEHICLE MAINTENANCE				12.58
				Fund 631 - WASTEWATER Total:	**125.86**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				11.03
equip mtnc	EQUIPMENT MAINTENANCE				11.80
dept supplies	DEPARTMENT SUPPLIES				22.77
equip mtnc	EQUIPMENT MAINTENANCE				39.95
equip mtnc	EQUIPMENT MAINTENANCE				14.93
equip mtnc	EQUIPMENT MAINTENANCE				32.35
equip mtnc	EQUIPMENT MAINTENANCE				10.64
equip mtnc	EQUIPMENT MAINTENANCE				28.02
dept supplies	DEPARTMENT SUPPLIES				11.98
equip mtnc	EQUIPMENT MAINTENANCE				7.64
equip mtnc	EQUIPMENT MAINTENANCE				11.03
dept supplies	DEPARTMENT SUPPLIES				25.74
equip mtnc	EQUIPMENT MAINTENANCE				97.70
equip mtnc	EQUIPMENT MAINTENANCE				9.67
equip mtnc	EQUIPMENT MAINTENANCE				2.04
equip mtnc	EQUIPMENT MAINTENANCE				12.65
equip mtnc	EQUIPMENT MAINTENANCE				8.83
equip mtnc	EQUIPMENT MAINTENANCE				21.06
equip mtnc	EQUIPMENT MAINTENANCE				20.06
equip mtnc	EQUIPMENT MAINTENANCE				19.56
equip mtnc	EQUIPMENT MAINTENANCE				98.11
equip mtnc	EQUIPMENT MAINTENANCE				16.92
equip mtnc	EQUIPMENT MAINTENANCE				2.60
equip mtnc	EQUIPMENT MAINTENANCE				11.03
equip mtnc	EQUIPMENT MAINTENANCE				2.92
equip mtnc	EQUIPMENT MAINTENANCE				56.74
equip mtnc	EQUIPMENT MAINTENANCE				8.70
equip mtnc	EQUIPMENT MAINTENANCE				63.11
equip mtnc	EQUIPMENT MAINTENANCE				11.03
equip mtnc	EQUIPMENT MAINTENANCE				2.21
equip mtnc	EQUIPMENT MAINTENANCE				-61.73
equip mtnc	EQUIPMENT MAINTENANCE				-11.03
				Fund 725 - CENTRAL GARAGE Total:	**620.06**
				Vendor 09747 - KNOW HOW LLC Total:	**1,042.66**
Vendor: 09805 - KRIEG JACOB					
Fund: 223 - KENO					
TREE REBATE	CONTRACTUAL SERVICES				134.98
				Fund 223 - KENO Total:	**134.98**
				Vendor 09805 - KRIEG JACOB Total:	**134.98**
Vendor: 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES					
Fund: 111 - GENERAL					
17-18 MEMBERSHIP DUES	MEMBERSHIPS				30,270.00
				Fund 111 - GENERAL Total:	**30,270.00**
				Vendor 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES Total:	**30,270.00**
Vendor: 08653 - LOGOZ LLC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				180.00
				Fund 111 - GENERAL Total:	**180.00**
				Vendor 08653 - LOGOZ LLC Total:	**180.00**
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				6,603.25
				Fund 111 - GENERAL Total:	**6,603.25**
Fund: 212 - TRANSPORTATION					
ENGINEERING SERV. FOR BULB ...	STREET PROJECTS				6,687.00
				Fund 212 - TRANSPORTATION Total:	**6,687.00**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 224 - ECONOMIC DEVELOPMENT					
PROFESSIONAL SERVICES - AIR...	ECONOMIC DEVELOPMENT				4,513.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	**4,513.00**
				Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:	**17,803.25**
Vendor: 07838 - MAILFINANCE INC					
Fund: 111 - GENERAL					
MONTHLY LEASE POSTAGE MA...	RENT-MACHINES				148.76
Cont. srvcs. - LIBRARY	CONTRACTUAL SERVICES				366.00
				Fund 111 - GENERAL Total:	**514.76**
				Vendor 07838 - MAILFINANCE INC Total:	**514.76**
Vendor: 03221 - MAIN STREET APPLIANCE					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				140.00
				Fund 111 - GENERAL Total:	**140.00**
				Vendor 03221 - MAIN STREET APPLIANCE Total:	**140.00**
Vendor: 09644 - MARIO SOLORZANO III					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
CONTRACTUAL	CONTRACTUAL SERVICES				18.00
CONTRACTUAL	CONTRACTUAL SERVICES				72.00
				Fund 111 - GENERAL Total:	**108.00**
				Vendor 09644 - MARIO SOLORZANO III Total:	**108.00**
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 641 - WATER					
RENT MACHINES	RENT-MACHINES				48.79
RENT MACHINES	RENT-MACHINES				49.99
				Fund 641 - WATER Total:	**98.78**
				Vendor 08317 - MATHESON TRI-GAS INC Total:	**98.78**
Vendor: 06530 - M-B CO, INC					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				98.97
				Fund 725 - CENTRAL GARAGE Total:	**98.97**
				Vendor 06530 - M-B CO, INC Total:	**98.97**
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
suppies	DEPARTMENT SUPPLIES				13.98
DEPT SUPP	DEPARTMENT SUPPLIES				23.92
GROUND MAINT	GROUNDS MAINTENANCE				36.86
BLDG MAINT	BUILDING MAINTENANCE				91.83
BLDG MAINT	BUILDING MAINTENANCE				37.98
BLDG MAINT	BUILDING MAINTENANCE				63.48
supplies AM	DEPARTMENT SUPPLIES				41.12
GROUND MAINT	GROUNDS MAINTENANCE				207.76
repairs to Vacuum	EQUIPMENT MAINTENANCE				1.97
DEPT SUPP	DEPARTMENT SUPPLIES				43.44
DEPT SUPP	DEPARTMENT SUPPLIES				39.98
GROUND MAINT	GROUNDS MAINTENANCE				155.88
supplies - filters	BUILDING MAINTENANCE				57.36
				Fund 111 - GENERAL Total:	**815.56**
Fund: 212 - TRANSPORTATION					
SUPP - STRAP, COPPER, CONDU...	DEPARTMENT SUPPLIES				24.42
SUPP - CONCRETE MIX	DEPARTMENT SUPPLIES				9.00
				Fund 212 - TRANSPORTATION Total:	**33.42**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				11.43
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**11.43**
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				11.22
				Fund 631 - WASTEWATER Total:	**11.22**
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				42.79
				Fund 641 - WATER Total:	**42.79**
Fund: 661 - STORMWATER					
DEPT SUP	DEPARTMENT SUPPLIES				7.99
				Fund 661 - STORMWATER Total:	**7.99**
				Vendor 07628 - MENARDS, INC Total:	**922.41**
Vendor: 09354 - MIDWEST FARM SERVICE-ALLIANCE					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				100.79
				Fund 111 - GENERAL Total:	**100.79**
				Vendor 09354 - MIDWEST FARM SERVICE-ALLIANCE Total:	**100.79**
Vendor: 06145 - MIDWEST MOTOR SUPPLY CO INC					
Fund: 725 - CENTRAL GARAGE					
dept supplies	DEPARTMENT SUPPLIES				319.61
				Fund 725 - CENTRAL GARAGE Total:	**319.61**
				Vendor 06145 - MIDWEST MOTOR SUPPLY CO INC Total:	**319.61**
Vendor: 00278 - MONUMENT CAR WASH INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				387.30
				Fund 111 - GENERAL Total:	**387.30**
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				10.00
				Fund 631 - WASTEWATER Total:	**10.00**
Fund: 641 - WATER					
VEHICLE MAINT	VEHICLE MAINTENANCE				23.97
				Fund 641 - WATER Total:	**23.97**
				Vendor 00278 - MONUMENT CAR WASH INC Total:	**421.27**
Vendor: 08967 - MONUMENT PREVENTION COALITION					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				939.94
				Fund 111 - GENERAL Total:	**939.94**
				Vendor 08967 - MONUMENT PREVENTION COALITION Total:	**939.94**
Vendor: 08071 - MUNICIPAL PIPE TOOL CO, LLC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				398.39
				Fund 631 - WASTEWATER Total:	**398.39**
				Vendor 08071 - MUNICIPAL PIPE TOOL CO, LLC Total:	**398.39**
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,536.18
				Fund 713 - CASH & INVESTMENT POOL Total:	**1,536.18**
				Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:	**1,536.18**
Vendor: 08083 - NE COLORADO CELLULAR, INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				21.37
				Fund 631 - WASTEWATER Total:	**21.37**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				54.11
				Fund 641 - WATER Total:	**54.11**
				Vendor 08083 - NE COLORADO CELLULAR, INC Total:	**75.48**
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 111 - GENERAL					
SALE TAX	SALES TAX PAYABLE				3,479.89
LODGING TAX	LEGAL FEES				633.16
				Fund 111 - GENERAL Total:	**4,113.05**
Fund: 641 - WATER					
SALE TAX	SALES TAX PAYABLE				12,302.64
SALE TAX	SALES TAX PAYABLE				9,660.17
				Fund 641 - WATER Total:	**21,962.81**
Fund: 661 - STORMWATER					
SALE TAX	SALES TAX PAYABLE				395.01
				Fund 661 - STORMWATER Total:	**395.01**
				Vendor 00797 - NE DEPT OF REVENUE Total:	**26,470.87**
Vendor: 01156 - NE LIBRARY COMMISSION					
Fund: 111 - GENERAL					
Cont. srvcs.	CONTRACTUAL SERVICES				750.00
Subscrip.	SUBSCRIPTIONS				1,487.50
				Fund 111 - GENERAL Total:	**2,237.50**
				Vendor 01156 - NE LIBRARY COMMISSION Total:	**2,237.50**
Vendor: 00402 - NEBRASKA MACHINERY CO					
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtnc	EQUIPMENT MAINTENANCE				30.71
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**30.71**
				Vendor 00402 - NEBRASKA MACHINERY CO Total:	**30.71**
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 631 - WASTEWATER					
ELECTRIC	ELECTRIC POWER				14,186.55
ELECTRIC	ELECTRIC POWER				138.56
				Fund 631 - WASTEWATER Total:	**14,325.11**
Fund: 641 - WATER					
ELECTRIC	ELECTRIC POWER				5,444.03
ELECTRIC	ELECTRIC POWER				13,024.22
				Fund 641 - WATER Total:	**18,468.25**
				Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	**32,793.36**
Vendor: 01785 - NEBRASKA STATEWIDE ARBORETUM					
Fund: 661 - STORMWATER					
MEMBERSHIPS	MEMBERSHIPS				45.00
				Fund 661 - STORMWATER Total:	**45.00**
				Vendor 01785 - NEBRASKA STATEWIDE ARBORETUM Total:	**45.00**
Vendor: 04198 - NEBRASKALAND TIRE, INC					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				137.02
				Fund 725 - CENTRAL GARAGE Total:	**137.02**
				Vendor 04198 - NEBRASKALAND TIRE, INC Total:	**137.02**
Vendor: 09509 - NEMNICH AUTOMOTIVE					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				125.45
				Fund 725 - CENTRAL GARAGE Total:	**125.45**
				Vendor 09509 - NEMNICH AUTOMOTIVE Total:	**125.45**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09487 - NEWMAN, TIMOTHY					
Fund: 111 - GENERAL					
TRAVEL MEALS	SCHOOL & CONFERENCE				36.00
				Fund 111 - GENERAL Total:	**36.00**
				Vendor 09487 - NEWMAN, TIMOTHY Total:	**36.00**
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				44.42
				Fund 111 - GENERAL Total:	**44.42**
				Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:	**44.42**
Vendor: 08840 - ONE CALL CONCEPTS, INC					
Fund: 212 - TRANSPORTATION					
CONTRACTUAL	CONTRACTUAL SERVICES				68.87
				Fund 212 - TRANSPORTATION Total:	**68.87**
Fund: 631 - WASTEWATER					
CONTRACTUAL	CONTRACTUAL SERVICES				68.87
				Fund 631 - WASTEWATER Total:	**68.87**
Fund: 641 - WATER					
CONTRACTUAL	CONTRACTUAL SERVICES				68.87
				Fund 641 - WATER Total:	**68.87**
				Vendor 08840 - ONE CALL CONCEPTS, INC Total:	**206.61**
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				49.00
BLDG MAINT	BUILDING MAINTENANCE				49.00
				Fund 111 - GENERAL Total:	**98.00**
				Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:	**98.00**
Vendor: 00815 - PANHANDLE AREA DEVELOPMENT DISTRICT					
Fund: 411 - CDBG					
CONTRACT SERVICES	GRANT EXPENSE				1,500.00
				Fund 411 - CDBG Total:	**1,500.00**
				Vendor 00815 - PANHANDLE AREA DEVELOPMENT DISTRICT Total:	**1,500.00**
Vendor: 06852 - PANHANDLE CARTAGE CO INC					
Fund: 215 - SPECIAL PROJECTS					
ELECTRICAL EQUIPMENT	DEPARTMENT SUPPLIES				50.00
				Fund 215 - SPECIAL PROJECTS Total:	**50.00**
				Vendor 06852 - PANHANDLE CARTAGE CO INC Total:	**50.00**
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
DEPT FUEL	GASOLINE				58.90
DEPT FUEL	GASOLINE				62.04
Monthly Furel - Fire	GASOLINE				79.41
FUEL	GASOLINE				1,689.62
FUEL	OTHER FUEL				1,778.56
				Fund 111 - GENERAL Total:	**3,668.53**
Fund: 212 - TRANSPORTATION					
UNLEADED FUEL	GASOLINE				1,081.26
UNLEADED FUEL	OTHER FUEL				2,125.35
				Fund 212 - TRANSPORTATION Total:	**3,206.61**
Fund: 213 - CEMETERY					
FUEL	OTHER FUEL				562.80
				Fund 213 - CEMETERY Total:	**562.80**
Fund: 621 - ENVIRONMENTAL SERVICES					
other fuel	GASOLINE				157.12

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
other fuel	OTHER FUEL				8,036.38
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**8,193.50**
Fund: 631 - WASTEWATER					
FUEL	GASOLINE				604.01
FUEL	OTHER FUEL				382.29
				Fund 631 - WASTEWATER Total:	**986.30**
Fund: 641 - WATER					
FUEL	GASOLINE				1,141.54
FUEL	OTHER FUEL				63.00
				Fund 641 - WATER Total:	**1,204.54**
				Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:	**17,822.28**
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				90.50
				Fund 631 - WASTEWATER Total:	**90.50**
Fund: 641 - WATER					
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				40.00
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				40.00
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				40.00
				Fund 641 - WATER Total:	**336.00**
				Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:	**426.50**
Vendor: 00017 - PANHANDLE HUMANE SOCIETY					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				5,023.88
				Fund 111 - GENERAL Total:	**5,023.88**
				Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:	**5,023.88**
Vendor: 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC					
Fund: 111 - GENERAL					
CONCESSIONS	CONCESSION SUPPLIES				167.70
CONCESSIONS	CONCESSION SUPPLIES				24.50
CONCESSIONS	CONCESSION SUPPLIES				145.40
				Fund 111 - GENERAL Total:	**337.60**
				Vendor 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC Total:	**337.60**
Vendor: 06790 - PIERCE, GERALD					
Fund: 212 - TRANSPORTATION					
REIMBURSEMENT - JURY DUTY...	MISCELLANEOUS				6.42
				Fund 212 - TRANSPORTATION Total:	**6.42**
				Vendor 06790 - PIERCE, GERALD Total:	**6.42**
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HSA SAVINGS	HSA EE PAYABLE				12,992.24
HSA SAVINGS	HSA ER PAYABLE				1,281.25
				Fund 713 - CASH & INVESTMENT POOL Total:	**14,273.49**
				Vendor 01276 - PLATTE VALLEY BANK Total:	**14,273.49**
Vendor: 09807 - POLYDYNE INC					
Fund: 631 - WASTEWATER					
CHEMICALS	CHEMICALS				5,198.00
				Fund 631 - WASTEWATER Total:	**5,198.00**
				Vendor 09807 - POLYDYNE INC Total:	**5,198.00**
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				119.14

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Postage	POSTAGE				94.98
Postage	POSTAGE				146.62
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**360.74**
Fund: 631 - WASTEWATER					
Postage	POSTAGE				119.14
Postage	POSTAGE				94.98
Postage	POSTAGE				146.62
				Fund 631 - WASTEWATER Total:	**360.74**
Fund: 641 - WATER					
Postage	POSTAGE				119.14
Postage	POSTAGE				94.98
Postage	POSTAGE				146.62
				Fund 641 - WATER Total:	**360.74**
				Vendor 00272 - POSTMASTER Total:	**1,082.22**
Vendor: 00796 - POWERPLAN					
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtnc	EQUIPMENT MAINTENANCE				216.38
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**216.38**
				Vendor 00796 - POWERPLAN Total:	**216.38**
Vendor: 01920 - PRAISE WINDOWS INC					
Fund: 111 - GENERAL					
Bldg. main.	BUILDING MAINTENANCE				420.00
				Fund 111 - GENERAL Total:	**420.00**
				Vendor 01920 - PRAISE WINDOWS INC Total:	**420.00**
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				19.16
DEPT SUPPL	DEPARTMENT SUPPLIES				15.15
DEPT SUPP	DEPARTMENT SUPPLIES				179.94
				Fund 111 - GENERAL Total:	**214.25**
				Vendor 00266 - QUILL CORPORATION Total:	**214.25**
Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				629.18
				Fund 111 - GENERAL Total:	**629.18**
				Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:	**629.18**
Vendor: 04576 - REGANIS AUTO CENTER, INC					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				241.40
equip mtnc	EQUIPMENT MAINTENANCE				-241.40
				Fund 725 - CENTRAL GARAGE Total:	**0.00**
				Vendor 04576 - REGANIS AUTO CENTER, INC Total:	**0.00**
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
CLAIMS	CLAIMS EXPENSE				21,056.47
HEALTH INSURANCE PREMIUM	PREMIUM EXPENSE				37,925.41
CLAIMS	CLAIMS EXPENSE				52,886.75
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				660.00
CLAIMS	CLAIMS EXPENSE				16,761.34
				Fund 812 - HEALTH INSURANCE Total:	**129,289.97**
				Vendor 04089 - REGIONAL CARE INC Total:	**129,289.97**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 07641 - REGIONAL WEST PHYSICIANS CLINIC					
Fund: 111 - GENERAL					
CONSULTING	CONSULTING SERVICES				26.00
				Fund 111 - GENERAL Total:	**26.00**
				Vendor 07641 - REGIONAL WEST PHYSICIANS CLINIC Total:	**26.00**
Vendor: 00798 - REGISTER OF DEEDS					
Fund: 111 - GENERAL					
LEGAL	LEGAL FEES				22.00
				Fund 111 - GENERAL Total:	**22.00**
Fund: 213 - CEMETERY					
QUIT CLAIM DEED	MISCELLANEOUS				16.00
DEED OF BURIAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
LEGAL	LEGAL FEES				10.00
				Fund 213 - CEMETERY Total:	**46.00**
				Vendor 00798 - REGISTER OF DEEDS Total:	**68.00**
Vendor: 03067 - RICHARD CELLI					
Fund: 111 - GENERAL					
repairs to sea doo	EQUIPMENT MAINTENANCE				46.99
				Fund 111 - GENERAL Total:	**46.99**
				Vendor 03067 - RICHARD CELLI Total:	**46.99**
Vendor: 09519 - RICHARD P CASTILLO					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
				Fund 111 - GENERAL Total:	**216.00**
				Vendor 09519 - RICHARD P CASTILLO Total:	**216.00**
Vendor: 04257 - RIGHT BRAIN UNLIMITED					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				373.20
				Fund 111 - GENERAL Total:	**373.20**
				Vendor 04257 - RIGHT BRAIN UNLIMITED Total:	**373.20**
Vendor: 09068 - ROBERT GOMEZ					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
CONTRACTUAL	CONTRACTUAL SERVICES				36.00
				Fund 111 - GENERAL Total:	**180.00**
				Vendor 09068 - ROBERT GOMEZ Total:	**180.00**
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT					
Fund: 641 - WATER					
ELECTRIC POWER	ELECTRIC POWER				2,009.14
				Fund 641 - WATER Total:	**2,009.14**
				Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:	**2,009.14**
Vendor: 09740 - ROTARY CLUB OF SCOTTSBLUFF/GERING					
Fund: 111 - GENERAL					
DUES - NATHAN JOHNSON	MEMBERSHIPS				360.00
				Fund 111 - GENERAL Total:	**360.00**
				Vendor 09740 - ROTARY CLUB OF SCOTTSBLUFF/GERING Total:	**360.00**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00564 - RUSCH'S GENERAL CONTRACTING, LLC					
Fund: 111 - GENERAL					
Bldg. main.	BUILDING MAINTENANCE				1,848.00
BLDG MAINT	EQUIPMENT MAINTENANCE				508.00
				Fund 111 - GENERAL Total:	**2,356.00**
				Vendor 00564 - RUSCH'S GENERAL CONTRACTING, LLC Total:	**2,356.00**
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
EMPLOYEE DEDUCTION	SMEC EE PAYABLE				188.50
				Fund 713 - CASH & INVESTMENT POOL Total:	**188.50**
				Vendor 00026 - S M E C Total:	**188.50**
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				10.93
EQUIP MAINT	EQUIPMENT MAINTENANCE				343.19
EQUIP MAINT	EQUIPMENT MAINTENANCE				40.90
				Fund 111 - GENERAL Total:	**395.02**
Fund: 212 - TRANSPORTATION					
PARTS FOR WEED EATER	EQUIPMENT MAINTENANCE				3.15
				Fund 212 - TRANSPORTATION Total:	**3.15**
Fund: 213 - CEMETERY					
DEPT SUPP	DEPARTMENT SUPPLIES				42.24
				Fund 213 - CEMETERY Total:	**42.24**
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				17.90
				Fund 631 - WASTEWATER Total:	**17.90**
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				10.80
equip mtnc	EQUIPMENT MAINTENANCE				106.87
equip mtnc	EQUIPMENT MAINTENANCE				29.48
				Fund 725 - CENTRAL GARAGE Total:	**147.15**
				Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	**605.46**
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				225.00
				Fund 713 - CASH & INVESTMENT POOL Total:	**225.00**
				Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:	**225.00**
Vendor: 09759 - SCOTTIES POTTIES INC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				850.00
				Fund 111 - GENERAL Total:	**850.00**
				Vendor 09759 - SCOTTIES POTTIES INC Total:	**850.00**
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
LEGAL FEES	LEGAL FEES				102.00
				Fund 111 - GENERAL Total:	**102.00**
				Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:	**102.00**
Vendor: 00111 - SCOTTSBLUFF BODY & PAINT					
Fund: 111 - GENERAL					
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				110.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				95.00
TOW SERVICE	CONTRACTUAL SERVICES				105.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				-5.00
				Fund 111 - GENERAL Total:	**1,895.00**
				Vendor 00111 - SCOTTSBLUFF BODY & PAINT Total:	**1,895.00**
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				552.00
				Fund 713 - CASH & INVESTMENT POOL Total:	**552.00**
				Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	**552.00**
Vendor: 00108 - SCOTTSBLUFF WINSUPPLY COMPANY					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				20.58
GROUND MAINT	GROUNDS MAINTENANCE				577.91
GROUND MAINT	GROUNDS MAINTENANCE				283.59
GROUND MAINT	GROUNDS MAINTENANCE				1,200.80
				Fund 111 - GENERAL Total:	**2,082.88**
				Vendor 00108 - SCOTTSBLUFF WINSUPPLY COMPANY Total:	**2,082.88**
Vendor: 00684 - SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
LEGAL FEES	LEGAL FEES				104.70
				Fund 111 - GENERAL Total:	**104.70**
				Vendor 00684 - SHERIFF'S OFFICE Total:	**104.70**
Vendor: 00786 - SHERWIN WILLIAMS					
Fund: 212 - TRANSPORTATION					
DRUM FOR GRIND/LAZER	EQUIPMENT MAINTENANCE				4,950.00
				Fund 212 - TRANSPORTATION Total:	**4,950.00**
				Vendor 00786 - SHERWIN WILLIAMS Total:	**4,950.00**
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				4,167.18
				Fund 111 - GENERAL Total:	**4,167.18**
				Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:	**4,167.18**
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				566.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				901.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				721.00
BASE GRAVEL	STREET REPAIR SUPPLIES				198.80
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				515.00
BASE GRAVEL	STREET REPAIR SUPPLIES				194.18
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				1,133.00

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				618.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				328.25
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				334.75
				Fund 212 - TRANSPORTATION Total:	**5,510.73**
				Vendor 01031 - SIMON CONTRACTORS Total:	**5,510.73**
Vendor: 01787 - SIRCHIE ACQUISITION COMPANY, LLC					
Fund: 111 - GENERAL					
INVEST SUPPL	INVESTIGATIVE EXPENSES				254.27
				Fund 111 - GENERAL Total:	**254.27**
				Vendor 01787 - SIRCHIE ACQUISITION COMPANY, LLC Total:	**254.27**
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
ELECTRICAL	ELECTRICAL MAINTENANCE				3,047.50
ELECTRICAL	ELECTRICAL MAINTENANCE				242.50
Bldg. main.	BUILDING MAINTENANCE				1,702.40
Bldg. main.	BUILDING MAINTENANCE				278.50
				Fund 111 - GENERAL Total:	**5,270.90**
				Vendor 00513 - SNELL SERVICES INC. Total:	**5,270.90**
Vendor: 09809 - STANDS ALEX					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				45.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				580.00
				Fund 111 - GENERAL Total:	**625.00**
				Vendor 09809 - STANDS ALEX Total:	**625.00**
Vendor: 00054 - STATE HEALTH LAB					
Fund: 641 - WATER					
SAMPLES	SAMPLES				38.00
				Fund 641 - WATER Total:	**38.00**
				Vendor 00054 - STATE HEALTH LAB Total:	**38.00**
Vendor: 09810 - STERSON KELLY					
Fund: 111 - GENERAL					
REFUND	CAMPGROUND FEES				250.00
				Fund 111 - GENERAL Total:	**250.00**
				Vendor 09810 - STERSON KELLY Total:	**250.00**
Vendor: 09789 - STOP STICK LTD					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				22.00
				Fund 111 - GENERAL Total:	**22.00**
				Vendor 09789 - STOP STICK LTD Total:	**22.00**
Vendor: 01967 - SWANK MOTION PICTURES INC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				413.00
				Fund 111 - GENERAL Total:	**413.00**
				Vendor 01967 - SWANK MOTION PICTURES INC Total:	**413.00**
Vendor: 09508 - SWBC					
Fund: 224 - ECONOMIC DEVELOPMENT					
ANNUAL JOB CREDIT - LB840	ECONOMIC DEVELOPMENT				50,000.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	**50,000.00**
				Vendor 09508 - SWBC Total:	**50,000.00**
Vendor: 00325 - TEXAS PNEUDRAULIC INC					
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				86.29

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
equip mtnc	EQUIPMENT MAINTENANCE				249.43
				Fund 725 - CENTRAL GARAGE Total:	**335.72**
				Vendor 00325 - TEXAS PNEUDRAULIC INC Total:	**335.72**
Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION					
Fund: 218 - PUBLIC SAFETY					
HIDTA CAR LEASE	DEPARTMENT SUPPLIES				365.69
				Fund 218 - PUBLIC SAFETY Total:	**365.69**
				Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:	**365.69**
Vendor: 08796 - TRI-STATE SPRINKLER SYSTEMS, LLC					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				373.19
				Fund 661 - STORMWATER Total:	**373.19**
				Vendor 08796 - TRI-STATE SPRINKLER SYSTEMS, LLC Total:	**373.19**
Vendor: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 111 - GENERAL					
UB ONLINE FEES 8/1/17 - 8/31/...	CONTRACTUAL SERVICES				87.00
				Fund 111 - GENERAL Total:	**87.00**
Fund: 621 - ENVIRONMENTAL SERVICES					
UB ONLINE FEES 8/1/17 - 8/31/...	CONTRACTUAL SERVICES				87.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**87.00**
Fund: 631 - WASTEWATER					
UB ONLINE FEES 8/1/17 - 8/31/...	CONTRACTUAL SERVICES				87.00
				Fund 631 - WASTEWATER Total:	**87.00**
Fund: 641 - WATER					
UB TRANSACTION FEES	BANK FEES				1,816.25
UB ONLINE FEES 8/1/17 - 8/31/...	CONTRACTUAL SERVICES				87.00
				Fund 641 - WATER Total:	**1,903.25**
				Vendor 08821 - TYLER TECHNOLOGIES, INC Total:	**2,164.25**
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
SOS CYBERsitter	SUBSCRIPTIONS				199.00
Supplies-AM card	DEPARTMENT SUPPLIES				17.26
CONFERENCE REGISTRATION	SCHOOL & CONFERENCE				75.00
GASOLINE	GASOLINE				35.50
GASOLINE	GASOLINE				31.00
LODGING - LEPC CONFERENCE	SCHOOL & CONFERENCE				529.08
GASOLINE	GASOLINE				34.00
NAFI annual membership-AM c...	MEMBERSHIPS				55.00
				Fund 111 - GENERAL Total:	**975.84**
Fund: 223 - KENO					
KENO	DEPARTMENT SUPPLIES				1,817.83
				Fund 223 - KENO Total:	**1,817.83**
Fund: 224 - ECONOMIC DEVELOPMENT					
CONFERENCE - AUG. 24-25, 201...	SCHOOL & CONFERENCE				490.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	**490.00**
Fund: 661 - STORMWATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				38.34
SCHOOLS & CONF	SCHOOL & CONFERENCE				15.25
SCHOOLS & CONF	SCHOOL & CONFERENCE				118.36
SCHOOLS & CONF	SCHOOL & CONFERENCE				35.03
TAXES	SCHOOL & CONFERENCE				-15.36
				Fund 661 - STORMWATER Total:	**191.62**
				Vendor 08828 - US BANK Total:	**3,475.29**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09412 - US COMPOSTING COUNCIL					
Fund: 631 - WASTEWATER					
MEMBERSHIPS	MEMBERSHIPS				295.00
				Fund 631 - WASTEWATER Total:	**295.00**
				Vendor 09412 - US COMPOSTING COUNCIL Total:	**295.00**
Vendor: 00166 - Vantagepoint Transfer Agents-300793					
Fund: 713 - CASH & INVESTMENT POOL					
DEF COMP	DEFERRED COMP EE PAY				1,420.38
				Fund 713 - CASH & INVESTMENT POOL Total:	**1,420.38**
				Vendor 00166 - Vantagepoint Transfer Agents-300793 Total:	**1,420.38**
Vendor: 09614 - Vantagepoint Transfer Agents-705437					
Fund: 713 - CASH & INVESTMENT POOL					
ROTH IRA	DEFERRED COMP EE PAY				516.00
				Fund 713 - CASH & INVESTMENT POOL Total:	**516.00**
				Vendor 09614 - Vantagepoint Transfer Agents-705437 Total:	**516.00**
Vendor: 09448 - VERIZON WIRELESS-LERT B					
Fund: 111 - GENERAL					
INVEST SUPPL	INVESTIGATIVE EXPENSES				50.00
				Fund 111 - GENERAL Total:	**50.00**
				Vendor 09448 - VERIZON WIRELESS-LERT B Total:	**50.00**
Vendor: 00110 - VOGEL WEST, INC					
Fund: 212 - TRANSPORTATION					
SUPP - PAINT STRAINERS	DEPARTMENT SUPPLIES				52.50
				Fund 212 - TRANSPORTATION Total:	**52.50**
				Vendor 00110 - VOGEL WEST, INC Total:	**52.50**
Vendor: 04529 - W & R INC					
Fund: 641 - WATER					
ELECTRICAL MAINT	ELECTRICAL MAINTENANCE				70.00
				Fund 641 - WATER Total:	**70.00**
				Vendor 04529 - W & R INC Total:	**70.00**
Vendor: 03674 - WELLS FARGO BANK, N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT	REGULAR RETIRE EE PAY				6,808.34
RETIREMENT	REGULAR RETIRE EE PAY				7,369.90
RETIREMENT	RETIRE FIRE EE PAYABLE				4,310.44
RETIREMENT	RETIRE FIRE EE PAYABLE				2,552.20
RETIREMENT	RETIRE POLICE EE PAY				4,758.16
RETIREMENT	RETIRE POLICE EE PAY				4,437.69
				Fund 713 - CASH & INVESTMENT POOL Total:	**30,236.73**
				Vendor 03674 - WELLS FARGO BANK, N.A. Total:	**30,236.73**
Vendor: 00268 - WESTERN COOPRTATIVE COMPANY					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				84.75
				Fund 111 - GENERAL Total:	**84.75**
				Vendor 00268 - WESTERN COOPRTATIVE COMPANY Total:	**84.75**
Vendor: 01168 - WESTERN LIBRARY SYSTEM					
Fund: 111 - GENERAL					
Cont. srvcs.	CONTRACTUAL SERVICES				20.25
				Fund 111 - GENERAL Total:	**20.25**
				Vendor 01168 - WESTERN LIBRARY SYSTEM Total:	**20.25**
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC					
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				96.00
				Fund 631 - WASTEWATER Total:	**96.00**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
VEHICLE MAINT	VEHICLE MAINTENANCE				26.00
				Fund 641 - WATER Total:	**26.00**
				Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:	**122.00**
Vendor: 09801 - WORLD TRADE PRESS					
Fund: 111 - GENERAL					
Subscrp.	SUBSCRIPTIONS				560.00
				Fund 111 - GENERAL Total:	**560.00**
				Vendor 09801 - WORLD TRADE PRESS Total:	**560.00**
Vendor: 09750 - WYOMING WATER DEVELOPMENT OFF					
Fund: 641 - WATER					
PAWS FEASIBILITY STUDY	CONTRACTUAL SERVICES				2,577.25
				Fund 641 - WATER Total:	**2,577.25**
				Vendor 09750 - WYOMING WATER DEVELOPMENT OFF Total:	**2,577.25**
Vendor: 03379 - ZM LUMBER INC					
Fund: 111 - GENERAL					
GROUND MAINT	GROUNDS MAINTENANCE				26.95
				Fund 111 - GENERAL Total:	**26.95**
				Vendor 03379 - ZM LUMBER INC Total:	**26.95**
				Grand Total:	**634,518.99**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	103,635.27	4,113.05
212 - TRANSPORTATION	103,663.16	0.00
213 - CEMETERY	1,311.08	0.00
215 - SPECIAL PROJECTS	151.84	0.00
218 - PUBLIC SAFETY	365.69	0.00
219 - INDUSTRIAL SITES	6,000.00	0.00
223 - KENO	2,931.77	0.00
224 - ECONOMIC DEVELOPMENT	56,098.78	0.00
411 - CDBG	1,500.00	0.00
621 - ENVIRONMENTAL SERVICES	16,216.90	360.74
631 - WASTEWATER	30,214.46	360.74
641 - WATER	63,636.41	22,323.55
661 - STORMWATER	2,300.47	395.01
713 - CASH & INVESTMENT POOL	111,709.98	111,709.98
721 - GIS SERVICES	34.63	0.00
725 - CENTRAL GARAGE	5,458.58	0.00
812 - HEALTH INSURANCE	129,289.97	91,364.56
Grand Total:	**634,518.99**	**230,627.63**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	3,479.89	3,479.89
111-42201-171	CAMPGROUND FEES	250.00	0.00
111-52111-111	DEPARTMENT SUPPLIES	445.19	0.00
111-52111-116	DEPARTMENT SUPPLIES	548.01	0.00
111-52111-141	DEPARTMENT SUPPLIES	730.46	0.00
111-52111-142	DEPARTMENT SUPPLIES	181.10	0.00
111-52111-151	DEPARTMENT SUPPLIES	564.29	0.00
111-52111-171	DEPARTMENT SUPPLIES	629.57	0.00
111-52111-172	DEPARTMENT SUPPLIES	1,033.42	0.00
111-52114-172	CONCESSION SUPPLIES	901.93	0.00
111-52121-141	JANITORIAL SUPPLIES	26.25	0.00
111-52121-142	JANITORIAL SUPPLIES	42.63	0.00
111-52121-151	JANITORIAL SUPPLIES	518.27	0.00
111-52121-171	JANITORIAL SUPPLIES	202.88	0.00
111-52163-142	INVESTIGATIVE EXPENSES	304.27	0.00
111-52181-142	UNIFORMS & CLOTHING	164.97	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	125.26	0.00
111-52222-151	BOOKS	605.76	0.00
111-52223-151	PROGRAMMING	86.23	0.00
111-52225-151	SUBSCRIPTIONS	2,246.50	0.00
111-52311-114	MEMBERSHIPS	30,630.00	0.00
111-52311-141	MEMBERSHIPS	55.00	0.00
111-52411-142	POSTAGE	16.86	0.00
111-52511-121	GASOLINE	120.94	0.00
111-52511-141	GASOLINE	79.41	0.00
111-52511-143	GASOLINE	100.50	0.00
111-52511-171	GASOLINE	1,689.62	0.00
111-52521-171	OTHER FUEL	1,778.56	0.00
111-52999-171	MISCELLANEOUS	50.00	0.00
111-53111-116	CONTRACTUAL SERVICES	1,587.00	0.00
111-53111-121	CONTRACTUAL SERVICES	6,603.25	0.00
111-53111-142	CONTRACTUAL SERVICES	12,059.00	0.00
111-53111-151	CONTRACTUAL SERVICES	1,136.25	0.00
111-53111-171	CONTRACTUAL SERVICES	850.00	0.00
111-53111-172	CONTRACTUAL SERVICES	2,222.95	0.00
111-53121-112	CONSULTING SERVICES	60.50	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53121-142	CONSULTING SERVICES	26.00	0.00
111-53211-114	LEGAL FEES	22.00	0.00
111-53211-142	LEGAL FEES	206.70	0.00
111-53211-171	LEGAL FEES	633.16	633.16
111-53421-141	BUILDING MAINTENANCE	125.36	0.00
111-53421-142	BUILDING MAINTENANCE	68.00	0.00
111-53421-151	BUILDING MAINTENANCE	4,248.90	0.00
111-53421-171	BUILDING MAINTENANCE	453.48	0.00
111-53431-171	ELECTRICAL MAINTENAN…	3,290.00	0.00
111-53441-111	EQUIPMENT MAINTENAN…	140.00	0.00
111-53441-141	EQUIPMENT MAINTENAN…	56.77	0.00
111-53441-142	EQUIPMENT MAINTENAN…	22.00	0.00
111-53441-171	EQUIPMENT MAINTENAN…	589.39	0.00
111-53441-172	EQUIPMENT MAINTENAN…	508.00	0.00
111-53451-141	VEHICLE MAINTENANCE	9.96	0.00
111-53451-142	VEHICLE MAINTENANCE	387.30	0.00
111-53471-171	GROUNDS MAINTENANCE	3,853.69	0.00
111-53521-111	HEATING FUEL	26.58	0.00
111-53521-141	HEATING FUEL	41.76	0.00
111-53521-142	HEATING FUEL	73.94	0.00
111-53521-151	HEATING FUEL	72.84	0.00
111-53521-171	HEATING FUEL	14.67	0.00
111-53521-172	HEATING FUEL	2,282.52	0.00
111-53561-111	TELEPHONE	276.34	0.00
111-53561-112	TELEPHONE	71.07	0.00
111-53561-114	TELEPHONE	68.45	0.00
111-53561-115	TELEPHONE	43.59	0.00
111-53561-116	TELEPHONE	160.94	0.00
111-53561-121	TELEPHONE	180.98	0.00
111-53561-141	TELEPHONE	372.56	0.00
111-53561-142	TELEPHONE	1,936.13	0.00
111-53561-143	TELEPHONE	6.47	0.00
111-53561-151	TELEPHONE	540.03	0.00
111-53561-171	TELEPHONE	205.60	0.00
111-53561-172	TELEPHONE	17.05	0.00
111-53571-141	CELLULAR PHONE	215.40	0.00
111-53631-111	RENT-MACHINES	148.76	0.00
111-53711-142	SCHOOL & CONFERENCE	841.00	0.00
111-53711-143	SCHOOL & CONFERENCE	640.08	0.00
111-54411-116	EQUIPMENT	8,631.08	0.00
212-49111-212	MISCELLANEOUS	6.42	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,522.52	0.00
212-52171-212	STREET REPAIR SUPPLIES	7,214.53	0.00
212-52511-212	GASOLINE	1,081.26	0.00
212-52521-212	OTHER FUEL	2,125.35	0.00
212-53111-212	CONTRACTUAL SERVICES	68.87	0.00
212-53441-212	EQUIPMENT MAINTENAN…	5,104.01	0.00
212-53451-212	VEHICLE MAINTENANCE	414.62	0.00
212-53491-212	STREET MAINTENANCE	6,158.75	0.00
212-53521-212	HEATING FUEL	181.91	0.00
212-53561-212	TELEPHONE	293.14	0.00
212-54322-212	STREET PROJECTS	78,776.80	0.00
212-54411-212	EQUIPMENT	714.98	0.00
213-52111-213	DEPARTMENT SUPPLIES	180.33	0.00
213-52521-213	OTHER FUEL	562.80	0.00
213-52999-213	MISCELLANEOUS	16.00	0.00
213-53211-213	LEGAL FEES	30.00	0.00
213-53441-213	EQUIPMENT MAINTENAN…	446.37	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
213-53561-213	TELEPHONE	75.58	0.00
215-52111-142	DEPARTMENT SUPPLIES	101.84	0.00
215-52111-143	DEPARTMENT SUPPLIES	50.00	0.00
218-52111-142	DEPARTMENT SUPPLIES	365.69	0.00
219-53111-111	CONTRACTUAL SERVICES	6,000.00	0.00
223-52111-171	DEPARTMENT SUPPLIES	2,796.79	0.00
223-53111-113	CONTRACTUAL SERVICES	134.98	0.00
224-52111-113	DEPARTMENT SUPPLIES	1,095.78	0.00
224-53711-113	SCHOOL & CONFERENCE	490.00	0.00
224-59111-114	ECONOMIC DEVELOPME…	54,513.00	0.00
411-54991-411	GRANT EXPENSE	1,500.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	479.24	0.00
621-52181-621	UNIFORMS & CLOTHING	56.48	0.00
621-52411-621	POSTAGE	360.74	360.74
621-52511-621	GASOLINE	157.12	0.00
621-52521-621	OTHER FUEL	8,036.38	0.00
621-53111-621	CONTRACTUAL SERVICES	107.00	0.00
621-53193-621	DISPOSAL FEES	1,700.00	0.00
621-53441-621	EQUIPMENT MAINTENAN…	247.09	0.00
621-53451-621	VEHICLE MAINTENANCE	578.69	0.00
621-53521-621	HEATING FUEL	7.49	0.00
621-53561-621	TELEPHONE	171.14	0.00
621-54411-621	EQUIPMENT	4,315.53	0.00
631-52111-631	DEPARTMENT SUPPLIES	500.43	0.00
631-52311-631	MEMBERSHIPS	295.00	0.00
631-52411-631	POSTAGE	463.10	360.74
631-52511-631	GASOLINE	604.01	0.00
631-52521-631	OTHER FUEL	382.29	0.00
631-52611-631	CHEMICALS	5,198.00	0.00
631-53111-631	CONTRACTUAL SERVICES	1,018.34	0.00
631-53441-631	EQUIPMENT MAINTENAN…	2,656.06	0.00
631-53451-631	VEHICLE MAINTENANCE	118.58	0.00
631-53531-631	ELECTRIC POWER	14,325.11	0.00
631-53561-631	TELEPHONE	138.11	0.00
631-53711-631	SCHOOL & CONFERENCE	199.90	0.00
631-54411-631	EQUIPMENT	4,315.53	0.00
641-21311	SALES TAX PAYABLE	21,962.81	21,962.81
641-52111-641	DEPARTMENT SUPPLIES	965.32	0.00
641-52117-641	SAMPLES	374.00	0.00
641-52411-641	POSTAGE	654.78	360.74
641-52511-641	GASOLINE	1,141.54	0.00
641-52521-641	OTHER FUEL	63.00	0.00
641-52611-641	CHEMICALS	8,581.80	0.00
641-53111-641	CONTRACTUAL SERVICES	2,821.13	0.00
641-53151-641	BANK FEES	1,816.25	0.00
641-53431-641	ELECTRICAL MAINTENAN…	70.00	0.00
641-53451-641	VEHICLE MAINTENANCE	49.97	0.00
641-53521-641	HEATING FUEL	136.85	0.00
641-53531-641	ELECTRIC POWER	20,477.39	0.00
641-53561-641	TELEPHONE	107.26	0.00
641-53631-641	RENT-MACHINES	98.78	0.00
641-54411-641	EQUIPMENT	4,315.53	0.00
661-21311	SALES TAX PAYABLE	395.01	395.01
661-52111-661	DEPARTMENT SUPPLIES	7.99	0.00
661-52311-661	MEMBERSHIPS	45.00	0.00
661-53111-661	CONTRACTUAL SERVICES	1,623.19	0.00
661-53561-661	TELEPHONE	37.66	0.00
661-53711-661	SCHOOL & CONFERENCE	191.62	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
713-21512	MEDICARE W/H EE PAYAB…	7,589.36	7,589.36
713-21513	FICA W/H EE PAYABLE	28,446.26	28,446.26
713-21514	FED W/H EE PAYABLE	26,454.56	26,454.56
713-21517	POL UNION DUES EE PAY	552.00	552.00
713-21518	FIRE UNION DUES EE PAY	225.00	225.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	188.50	188.50
713-21527	WAGE ATTACHMENT EE …	185.82	185.82
713-21528	REGULAR RETIRE EE PAY	14,178.24	14,178.24
713-21529	DEFERRED COMP EE PAY	1,936.38	1,936.38
713-21531	RETIRE FIRE EE PAYABLE	6,862.64	6,862.64
713-21533	RETIRE POLICE EE PAY	9,195.85	9,195.85
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	1,573.18	1,573.18
713-21541	HSA EE PAYABLE	12,992.24	12,992.24
713-21741	HSA ER PAYABLE	1,281.25	1,281.25
721-53561-721	TELEPHONE	34.63	0.00
725-52111-725	DEPARTMENT SUPPLIES	515.51	0.00
725-52181-725	UNIFORMS & CLOTHING	23.88	0.00
725-52531-725	OIL & ANTIFREEZE	1,474.34	0.00
725-53441-725	EQUIPMENT MAINTENAN…	3,354.05	0.00
725-53521-725	HEATING FUEL	28.35	0.00
725-53561-725	TELEPHONE	62.45	0.00
812-53861-112	PREMIUM EXPENSE	37,925.41	0.00
812-53862-112	CLAIMS EXPENSE	90,704.56	90,704.56
812-53863-112	FLEXIBLE BENFT EXPENSES	660.00	660.00
	Grand Total:	**634,518.99**	**230,627.63**

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	630,981.02	230,627.63
2122852111	101.84	0.00
2123153111	134.98	0.00
2124452111	50.00	0.00
21852111142	365.69	0.00
6002052111	7.99	0.00
6002052311	45.00	0.00
6002053111	1,623.19	0.00
6002053561	37.66	0.00
6002053711	191.62	0.00
7000852111	180.00	0.00
7000853111	800.00	0.00
Grand Total:	**634,518.99**	**230,627.63**

UTILITY REFUNDS 8-7-17

Account #	Status	Contact	Service Address	Refund Amount
050-4872-02	Inactive	OLIVIA BLANCO	1818 9TH AVE SCOTTSBLUFF NE 69361	23.86
020-1923-05	Inactive	JUSTIN R SHADDICK	705 W 25TH ST SCOTTSBLUFF NE 69361	3.87
015-5331-04	Inactive	SCOTTSBLUFF PAR 5 LLC	538 W 42ND ST SCOTTSBLUFF NE 69361	10.6
040-3518-05	Inactive	WOODY WILLET	1205 AVE Q SCOTTSBLUFF NE 69361	10.6
025-1748-06	Inactive	COLBY J BOWER-SMITH	2101 AVE N SCOTTSBLUFF NE 69361	51.22
060-5256-01	Inactive	HENKELS MACHINE & WELDIN	604 9TH AVE SCOTTSBLUFF NE 69361	20.36
Total				
6				$120.51

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing at 6:05 p.m. to consider the Class I Liquor License application for Boozy Brushes, LLC, 2419 Ave. I, Scottsbluff, NE.

Staff Contact: Cindy Dickinson, City Clerk

Agenda Statement

Item No.

For meeting of: August 7, 2017

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:05 p.m. for a Class I Liquor License for Boozy Brushes 2419 Ave. I, Scottsbluff, NE.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

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

EXHIBITS

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

Other (specify) ☐ Application, Memorandums, Exhibits

Exhibit #1 – Application of Boozy Brushes LLC, dba Boozy Brushes, 2419 Ave. I, Scottsbluff, NE.
Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2010
Exhibit #3 – Written Statement of Police Chief
Exhibit #4 – Written Statement of City Clerk
Exhibit #5 – Written Statement of City Planner

NOTIFICATION LIST: Yes ☑ No ☐ Further Instructions ☐

Emily Pugmire, Boozy Brushes

EXHIBIT #1

APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL

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

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Hot List: YES / NO	New/Replacing #
Class Type I	Initial BH

121753

Applicant name Emily Pugmire Boozy Brushes LLC

Trade name Boozy Brushes, LLC

Previous trade name _____

Contact email address boozybrushes@gmail.com

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

6/27. Misc Dep

Office use only
PAYMENT TYPE CK 1000
AMOUNT: 400
Received: jm

1700008391

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[redacted]

Signature

9/15/17
Date

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NEBRASKA LIQUOR
CONTROL COMMISSION

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PAGE 2

[redacted]

LLC Phone Number: 970 412 5115 LLC Fax Number _____

Name of Managing/Contact Member
Name and information of contact member must be listed on following page

Last Name: Pugmire First Name: Emily MI: M

Home Address: 2814 Ave H City: Scottsbluff

State: Ne Zip Code: 69361 Home Phone Number: 970·412·5773

Emily Pugmire
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Scotts Bluff

The foregoing instrument was acknowledged before me this

20, June, 2017
Date

by Emily Pugmire
name of person acknowledge

Amanda D Grubbs

Affix Seal

GENERAL NOTARY
State of Nebraska
Amanda D. Grubbs
Comm. Exp 4/20/20

FORM 102
REV JUNE 2015
Page 3 of 4

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

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

Applicant Notification and Record Challenge: *Your fingerprints will be used to check the criminal history records of the* FBI. *You have the opportunity to complete or challenge the accuracy of the information contained in* FBI *identification record. The procedures for obtaining a change, correction, or updating an* FBI *identification record are set forth in Title 28, CFR, 16.34.*

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

Emily Pugmire
Signature of Applicant

Signature of Spouse

Emily Pugmire
Print Name

Print Name

Signature of Applicant

Signature of Spouse

Print Name

Print Name

ACKNOWLEDGEMENT

State of Nebraska
County of Scotts Bluff

The foregoing instrument was acknowledged before me this

20, June, 2017
date

by Emily Pugmire
name of person(s) acknowledged (individual(s) signing)

Amanda D. Grubbs
Notary Public signature

GENERAL NOTARY
State of Nebraska
Amanda D. Grubbs
Comm. Exp. 4/20/20

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.

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Emily Agmire	06/2017	Nebraska Alcohol Server / Seller Certification

List of NLCC certified training programs

Experience:

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

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

X Lease: expiration date 07/2019

_____ Deed

_____ Purchase Agreement

14. When do you intend to open for business? 9-1-17

15. What will be the main nature of business? Conduct group painting lessons while drinking.

16. What are the anticipated hours of operation? W/F 530pm-8pm Sa/Su - 11am - 8pm

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS: APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM	TO	SPOUSE: CITY & STATE	YEAR FROM	TO
Scottsbluff, NE	2017				
Aurora, CO	2015	2017			
Castle Rock, CO	2012	2015			
Highlands Ranch, CO	2009	2012			
Englewood, CO	2008	2009			

If necessary attach a separate sheet.

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

_____YES __X__NO

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If yes, list the lender(s)_____

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

_____YES __X__NO

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

No silent partners

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

_____YES __X__NO

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

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

_____YES __X__NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)
Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

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

_____YES __X__NO

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

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.
a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

First State Bank-Scottsbluff / Emily Pugmire

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

N/A

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

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

__X__ YES _____ NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Emily Pugmire	08/2005	Denver, CO	speeding in a School Zone	Paid a fine

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

_____ YES __X__ NO

If yes, give name of business and liquor license number N/A

a) Submit a copy of the sales agreement
b) Include a list of alcohol being purchased, list the name brand, container size and how many
c) Submit a list of the furniture, fixtures and equipment

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

_____ YES __X__ NO

If yes, give name and license number N/A

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

_____ YES __X__ NO

If yes:

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

103'
35.75
25'75
35.75
15'5
Alle I
100'
Front Room
Mens Restroom
Womens Restroom
Office 1
Office 2
Office 3
Furnace Room
Storage Room
Back Room
N
S
E
W
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Trade Name (doing business as) Boozy Brushes, LLC

Street Address #1 2419 Ave I

Street Address #2

City Scottsbluff County Scottsbluff (21) Zip Code 69361

Premises Telephone number

Business e-mail address BoozyBrushes@gmail.com

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

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

Name Emily Pugmire, DBA Boozy Brushes, LLC

Street Address #1 2814 Ave H

Street Address #2

City Scottsbluff State NE Zip Code 69361

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. **Be sure to indicate the direction north and number of floors of the building.**

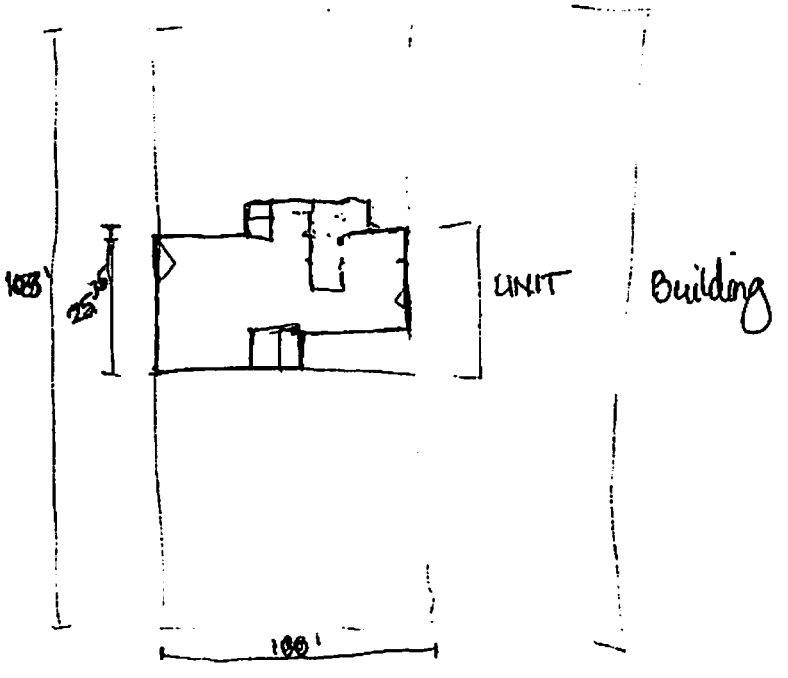
**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

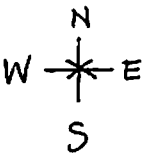
Building: length 34 x width 76 in feet

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

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

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





FORM 100
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PAGE 4

APPLICATION FOR LIQUOR LICENSE
RETAIL

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

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

____	A	BEER, ON SALE ONLY
____	B	BEER, OFF SALE ONLY
____	C	BEER, WINE, DISTILLED SPIRTS, ON AND OFF SALE
____	D	BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
✓	I	BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
____	J	LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
____	AB	BEER, ON AND OFF SALE
____	AD	BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
____	IB	BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

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

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

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

Name_____ Phone number:_____

Firm Name_____

Certificate of Organization

Boozy Brushes, LLC

A Nebraska Limited Liability Company

Article 1: Name of Company
The name of the limited liability company is:

Boozy Brushes, LLC

(Must contain the words "Limited Liability Company" or "Limited Company", or the abbreviation "L.L.C.", "LLC", "L.C.", or "LC". "Limited" may be abbreviated as "Ltd.", and "Company" may be abbreviated as "Co.")

Article 2: Initial Designated Office
The street address of the initial designated office is:

2814 Ave H
Scottsbluff, NE 69361

(Must be a street address located in Nebraska. PO Boxes are not allowed).

Article 3: Initial Agent for Service of Process
The name of the initial agent for service of process is: Emily Pugmire

The street address of the initial agent for service of process is:

2814 Ave H
Scottsbluff, NE 69361

(Must be a street address located in Nebraska. PO Boxes are not allowed).

Article 4: Members
The Company has at least one Member.

Article 5: Purpose
The purpose for which the Company is organized is to engage in any and all lawful business for which a limited liability company may be organized under the laws of the State of Nebraska.

Article 6: Management
The Company shall be member-managed. The name and address of the initial member(s) is as follows:

Emily Pugmire
2814 Ave H
Scottsbluff, NE 69361

Article 7: Effective Date of Filing
This Certificate or Organization shall be effective when filed, unless a delayed effective date is entered:

May 3rd 2017. (A delayed effective date can be no more than 90-days from current date)

IN WITNESS WHEREOF, the undersigned Organizer has executed this Certificate of Organization on the date below.

5-3-2017
Date

Emily Pugmire
Signature of Organizer

Emily Pugmire
Printed Name of Organizer

www.llcuniversity.com

Nebraska Secretary of State

BOOZY BRUSHES, LLC

Thu Jun 29 11:06:23 2017

SOS Account Number
1024293S
Status
Active

Principal Office Address
No address on file
Registered Agent and Office Address
EMILY PUGMIRE
2814 AVE H
SCOTTSBLUFF, NE 69361
Designated Office Address
2814 AVE H
SCOTTSBLUFF, NE 69361

Nature of Business
Not Available
Entity Type
Domestic LLC
Qualifying State: NE
Date Filed
May 04 2017

Filed Documents

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

Code	Document	Date Filed	Price	
CRTO	Certificate of Organization	May 04 2017	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions.

Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation
$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

Purchase Now

Certificate of Good Standing - USPS Mail Delivery
$10.00

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

Continue to Order

Back to Top

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

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

MANAGER MUST:

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

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

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

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

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

BARCODE

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

MUST BE:

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

Corporation/LLC Information

Name of Corporation/LLC: Boozy brushes, LLC

Premises Information

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

Premises Trade Name/DBA: Boozy brushes

Premises Street Address: 2419 Ave I

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Premises Phone Number: 970-412-5773

Premises Email address: boozybrushes@gmail.com

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

Emily Pugmire

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

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Pugmire First Name: Emily MI: M

Home Address: 2814 Ave H

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Home Phone Number: 970·412·5773

Driver's License Number & State:

Social Security Number:

Date Of Birth: 05/10/1986 Place Of Birth: Denver, Colorado

Email address: emilyPugmire09@gmail.com

Are you married? If so, complete spouse's information even if a prior application has been submitted.

☒ YES ☐ NO

Spouse information

Spouses Last Name: Pugmire First Name: Terry MI: L

Social Security Number:

Driver's License Number & State:

Date Of Birth: 03·03·1983 Place Of Birth: Scottsbluff, NE

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Scottsbluff, NE	2017	Current	Scottsbluff, NE	2017	Current
Aurora, CO	2015	2017	Aurora CO	2015	2017
Castle Rock, CO	2012	2015	Castle Rock, CO	2012	2015
Highlands Ranch, CO	2009	2012	Highlands Ranch, CO	2009	2012
Englewood, CO	2008	2009	Scottsbluff, NE	2010	2010
Denver, CO	2008	2006	Lincoln, NE	2006	2010

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

*NLCC Training Certificate Issued: 06/08/2017 Name on Certificate: Emily Pugmire

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Emily Pugmire	06/2017	Nebraska alcohol Server / Seller certification

*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

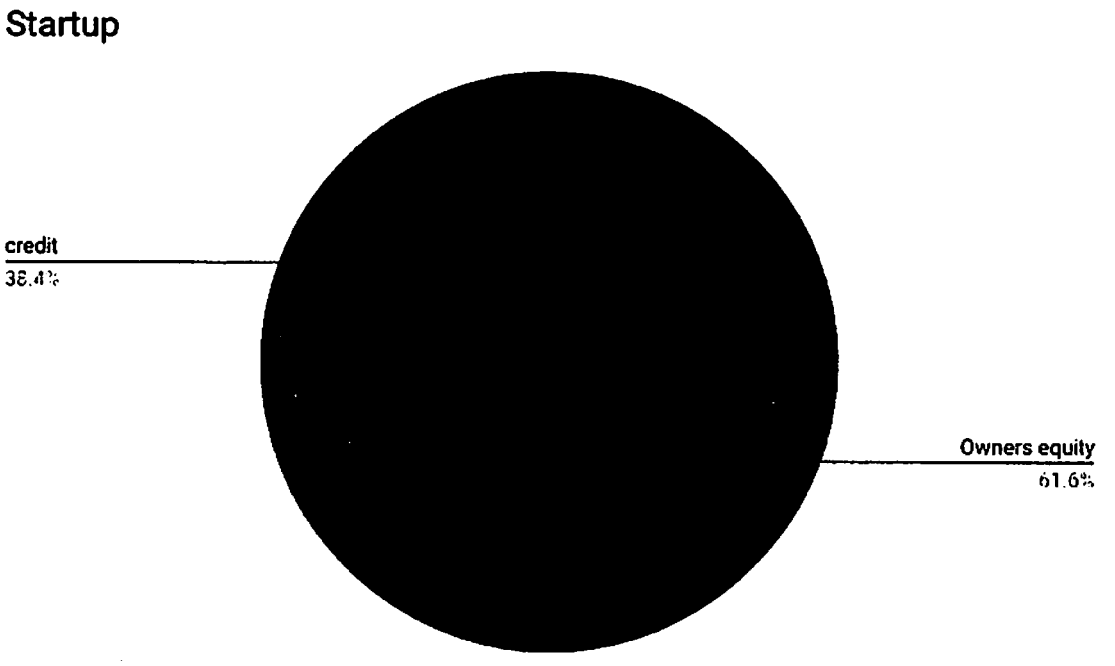
☒ YES ☐ NO

The sole owner of Boozy Brushes is Emily Pugmire.

Start up:

Boozy Brushes is estimated to cost $8115 to startup.

This includes: 5000 in studio setup and supplies
2000 in rent and deposit fees
565 in licensing
550 for signage and marketing



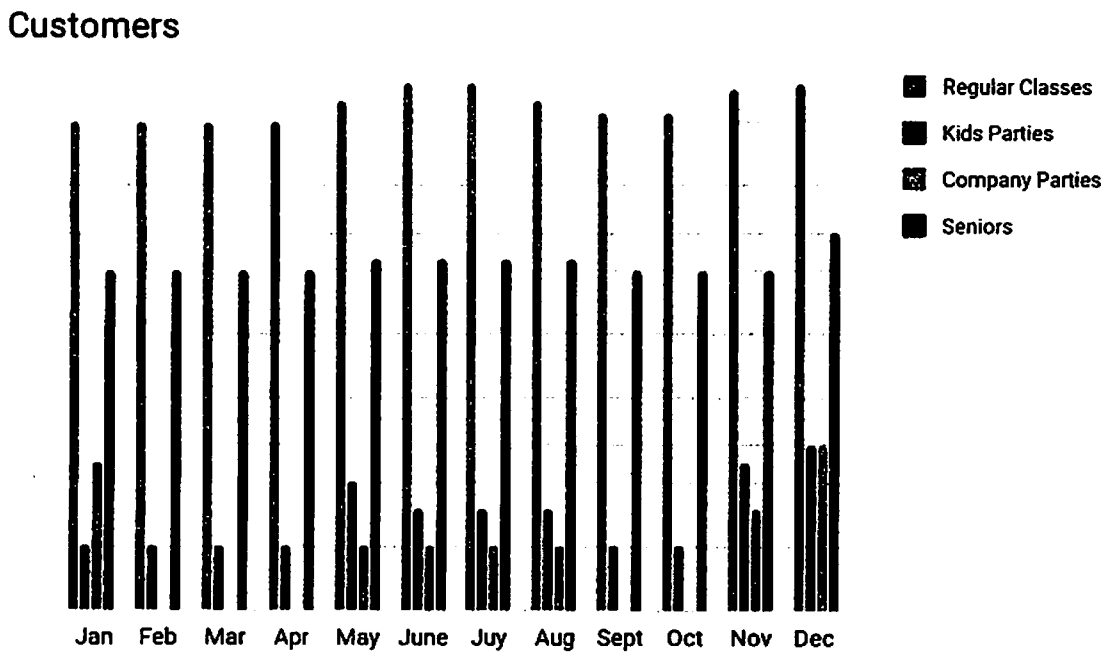
Products and Services:

Boozy Brushes offers canvas painting classes at $35 a person.Private parties are $30 a person with minimum of 5 people. Parties are to include but not limited to birthdays, bachelorette, holiday, girls night out, school events, and business parties. Kids parties are offered at $20 a kid and personally customizable. More options will be available later in time including outdoor signs at $40 a person, wine glasses for $30 a person and couples specials for $65 a couple. Available to purchase will be displayed art and crafts. Alcoholic beverages will be offered and will have a variety of beer, liquor, and wine. Non Alcoholic beverages will also be offered including soda, coffee, water, and seasonal changing specialties. The menu will also include snacks.Home made goods from local vendors will eventually be added to the menu. Snacks will include candy, cheeses and crackers, chips, cupcakes and other pastries.

Market Analysis:

Scottsbluff county has a population of 36684 and Morrill county has 4875 bringing the population to 41558. My target market is females, ages 18- 61. 51% of Scottsbluff population is female and 10729 people are in the target market.
Scottsbluff does not currently have a full time paint and sip studio. This gives me a good upper hand in grabbing a customer base. With minimal options for kids parties and private parties in the area, this gives Boozy Brushes another target market.
Only 3 other paint and sip classes could be found and are only offered on a sporadic basis. Boozy Brushes will have a calendar that is released the prior month to accommodate schedules for everyone.

Strategy:
Boozy Brushes will include different targets including: kids, businesses, couples, and seniors. Marketing to schools and birthday parties will target kids. Company parties will be marketed to businesses in town. Couples night will be offered on a twice a month basis to attract a more male crowd. Sunday brunch classes will be offered to attract seniors. Marketing tools will include fliers, social media including facebook, instagram and twitter, website, and outdoor signage.



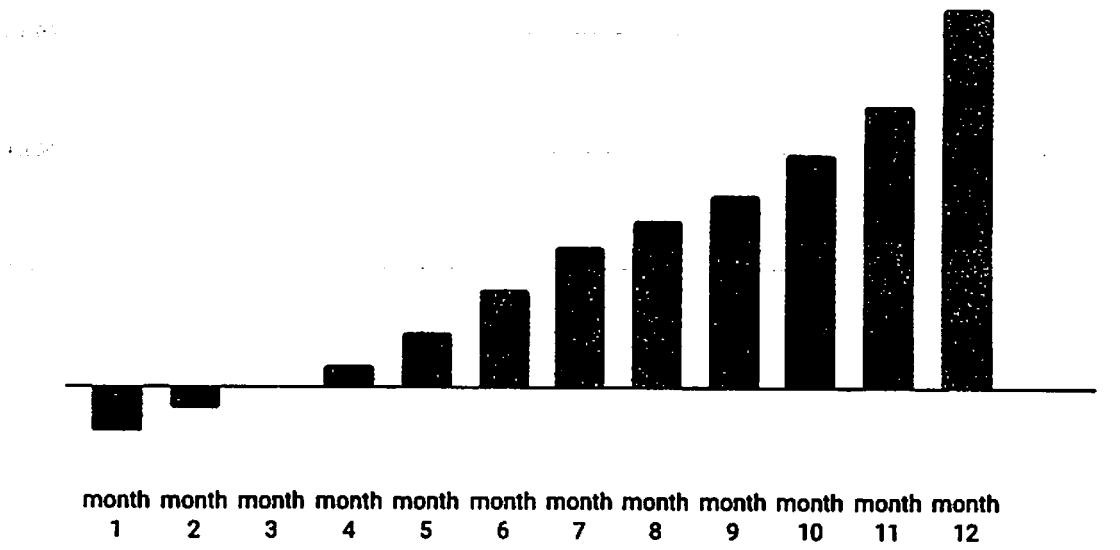
Management:
Emily Pugmire will be the manager of Boozy Brushes. Boozy Brushes will need 1 to 2 other people to assist with classes. Only 1 other person is needed on a daily basis but will not be a full time job so a 2nd person might be needed for availability

Payroll Projection			
	Year 1	Year 2	Year 3
Manager	34560	40320	46080
Assistant	14976	16128	17280
Total	49536	56448	63360

Financial Plan:

Estimated profit for the first year as shown below.

Profit for first year



	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Dec	Year
Class and party sales	9,600	9,000	9,000	9,000	11,526	13,125	13,125	11,376	9,700	9,700	12,920	14,850	132,922
Drink sales	1,120	1,040	1,040	1,040	1,488	1,689	1,689	1,467	1,250	1,250	1,669	1,920	16,662

Income	10,720	10,040	10,040	10,040	13,014	14,764	14,764	12,843	10,950	10,950	14,589	16,770	149,484
Rent/utilities/regular expenses	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	15,120
Payroll for classes	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	34,560
Parties payroll	688	344	344	344	688	602	602	602	344	344	946	1,290	7,138
Canvas	1,120	1,040	1,040	1,040	1,340	1,520	1,520	1,320	1,120	1,120	1,508	1,740	15,428
Other supplies	226	260	260	260	321	357	357	317	276	276	355	402	3,667
Drinks/ food	680	520	520	520	744	844	844	733	625	625	834	960	8,449
Profit	3,866	3,736	3,736	3,736	5,781	7,301	7,301	5,731	4,445	4,445	6,806	8,238	65,122

EXHIBIT #2

CHECK LIST

Neb. Rev. Stat. §53-132 (Reissue 2010)

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

(2)(a) Applicant is fit, willing and able to provide the service proposed.

(2)(b) Applicant can conform to all laws.

(2)(c) Applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure conformance with law.

(2)(d) Issuance of the license is or will be required by the present or future public convenience and necessity.

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

(3)(b) Citizen's protest.

(3)(c) Existing population/growth.

(3)(d) The nature of the neighborhood around the location.

(3)(e) Existence of other licenses.

(3)(f) Existing motor vehicle and pedestrian traffic in the vicinity.

(3)(g) Adequacy of existing law enforcement.

(3)(h) Zoning restrictions.

(3)(i) Sanitary conditions.

(3)(j) Whether the type of business or activity proposed will be consistent with the public interest.

*OTHER COUNCIL CONCERNS

EXHIBIT #3

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

From: Brian Wasson, Captain o/b/o, Kevin Spencer, Chief of Police

Date: 8/2/2017

Re: Application for a Class I Liquor License number I-121753, Emily Pugmire, Boozy Brushes LLC, dba "Boozy Brushes," 2419 Avenue I Scottsbluff, NE 69361

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

COMMENTARY

53-132: Section 2

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

Kevin Spencer, Chief of Police, conducted a background check on Emily Pugmire as a means to determine her fitness to hold a liquor license. Emily disclosed one traffic offense and this background confirmed this. Emily was cited for speeding in a school zone in Denver Colorado in August of 2005. No other arrests or citations were found for Ms. Pugmire.

Although Emily has no previous experience in the alcohol industry, I found nothing in Emily's background that would disqualify her or cause me to believe that she is unfit 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.

Emily Pugmire completed Nebraska Alcohol Server / Seller Certification Training in June 2017. Emily reports that she will have two to three additional employees at times when the need is present and that those persons will also complete the Nebraska Server Training prior to their work with Boozy Brushes. Emily states that she will be responsible for the inventory within the business.

Emily said that identifications will be checked at the door when parties enter the establishment. Emily also plans to use colored cups to identify alcoholic beverages and require minors to wear wristbands to identify them as under aged.

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

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

While Emily has no immediate plans for a security system she is interested in security of the premises and alcohol inventory. The room in which the alcohol inventory will be stored is a locked room in which Emily will have the only key to.

Emily states she will have a zero-tolerance policy for employee violations of the liquor control act. Emily plans to maintain a relatively small inventory and secure it in a locked cabinet. Emily will have sole control over the inventory. Emily estimated her inventory to be between 30-60 bottles.

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:

Boozy Brushes plans to be opened four days a week for conducting painting classes. The establishment will also be opened as parties and activities are booked as well. The establishment caters to privately booked parties of not more than 30 people at one time. The establishment does have plans in their model for youth birthday parties as well.

Oversight and accountability will be a priority for the applicant 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:

Emily Pugmire appeared before the Liquor License Holders Investigatory Board on July 20th, 2017. At that time no protests were made by members of the public nor are any known protests in existence. The board interviewed Ms. Pugmire and voted to forward a favorable recommendation to the council.

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

The business is located at 2419 Ave I Scottsbluff, NE. It is located within a small strip type building with other businesses on either side. The business is located on a heavily used corridor for vehicular traffic within the community. 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 in the immediate area with a liquor license.

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

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

(H) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 31 full time officers in the department and handled approximately 14,602 calls for service, not including traffic citations during 2016. 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.

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

The Police Department would reserve making any statement 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
City Clerk

EXHIBIT IV

Memo

Date: August 7, 2017

To: Honorable Mayor Meininger and Members of the City Council

From: Cindy Dickinson, City Clerk

CC: Nathan Johnson, City Manager

Re: Boozy Brushes, LLC dba Boozy Brushes, 2419 Ave. I, Scottsbluff, NE

Class I -121753 License

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

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

Class of License

Class A	Beer only, for consumption on premises
Class B	Beer only, for consumption off premises
Class C	Alcoholic liquors, for consumption on and off premises
Class D	Alcoholic liquors, including beer, for consumption off premises
Class I	Alcoholic liquors, for consumption on the premises
Class W	Wholesale beer
Catering	Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

Class A Licenses

Restaurants

Pizza Hut of Scottsbluff, Inc.	726 West 27th Street
Mast Enterprises, Inc. dba Godfather Pizza	2203-07 Broadway

Total Class A Licenses **2**

Class B Licenses

Convenience Stores

Total Class B Licenses **0**

Class C Licenses

Restaurants	
El Charrito Restaurant & Lounge, Inc .	802 21st Avenue
Tangled Tumbleweed	1823 Ave. A
MJ's Restaurant	2615 5th Ave.
Las VII Americas Tortilleria	1619 East Overland
16th Empire	1605 Ave. A
Hotel/Motel	
Holiday Inn Express	1821 Frontage Rd.
Candlelight Inn & Lounge	1822 East 20th Place
Taverns/Lounges	
Hight's Tavern	20 West 18th Street
Silver Saddle Lounge	1901-B 21st Ave.
Shots Bar and Grill	1722 Broadway
Bob's Garage & Bar	1907 Broadway
Lucky Keno LLC dba FrontSide	1001 Avenue I
Backaracks Bar & Grille	1402 East 20th St.- Suite B
Retail	
Racks (Catering)	1402 East 20th St.- Suite A
Panhandle Cooperative Assn. (Catering)	401 S. Beltline Hwy West
Kelley's Liquor (Catering)	817 West 27th Street
A Lil Bit of Everything	1610 Broadway
Clubs	
Elks BPO Lodge 1367 (Catering)	1614 1st Avenue
Bowling Alleys	
Valley Bowl Fun Center	1702 17th Ave.

TOTAL CLASS C LICENSES **19**

Class D Licenses

Grocery Stores	
Safeway of Western Nebraska	601 Broadway
Panhandle Coop Assn.	3302 Ave. B
Convenience Stores	
5th & O Eastco	503 East Overland
Scottsbluff Watering Hole	121 W 27th Street
Big Bats	902 West Overland
Git N Split	506 West 27th Street
Cheema's Gas & Liquor **(PENDING)**	2002 Avenue I
Route 26 Mart	1722 E 20th Street
Maverik Stores Inc.,	920 West 36th St.,
Walgreens	205 West 27th Street
Liquor Stores	
Dermer's	1311 E Overland Dr.
Cigarette Chain	323 East Overland

Discount/Grocery Stores

Target (PENDING)	1401 Frontage Rd.
Wal-Mart Supercenter #867	3322 Avenue I

TOTAL CLASS D LICENSES 14 (Two pending applications)

CLASS I LICENSES

Restaurants

Applebees	2302 Frontage Rd.
Rosita's	1205 East Overland
Chili's Grill & Bar	826 West 36th St.
Wonderful House Restaurant	829 Ferdinand Plaza
Taco de Oro	2601 Avenue I
Whiskey Creek Steakhouse	1802 E 20th Place
Ole, LLC	1901 East 20th Street
Emporium Coffeehouse & Cafe	1818 1st Avenue
San Pedro Mexican Restaurant	23 West 27th St.
Sam & Louie's Pizzeria	1522 Broadway
Taco Town	1007 West 27th St.
Prime Cut	305 West 27th St.
The Shed	18 West 16th St.

Art Studio

Boozy Brushes (New Application)	2419 Ave. I

Hotel/Motel

Hampton Inn & Suites	301 W Hwy 26

TOTAL CLASS I LICENSES 15 (One pending application)

Class W Licenses

Wholesale

High Plains Budweiser	2810 Ave M

TOTAL CLASS W LICENSES 1

TOTAL LICENSES

Class A	2
Class B	0
Class C	19
Class D	14 (2 Pending Applications)
Class I	15 (1 New Application)
Class W	1

TOTAL LICENSES 51 (1 NEW APPLICATION – 2 Pending)

CITY OF SCOTTSBLUFF
DEVELOPMENT
SERVICES

EXHIBIT
#5

Memo

Date: July 14, 2017

To: Honorable Mayor and City Council

From: Staff, Development Services

CC: Nathan Johnson

Re: Class "I" Liquor License Application
Boozy Brushes
2419 Ave. I
Scottsbluff, NE 69361

Action:

The owners of Boozy Brushes have applied for a new license in the name of Emily Pugmire.

The Development Services Department is required by Article 1, Chapter 11 of the Scottsbluff Municipal Code to report specific information to the Mayor and City Council whenever a liquor license application hearing is held. In accordance with that directive the following information is offered:

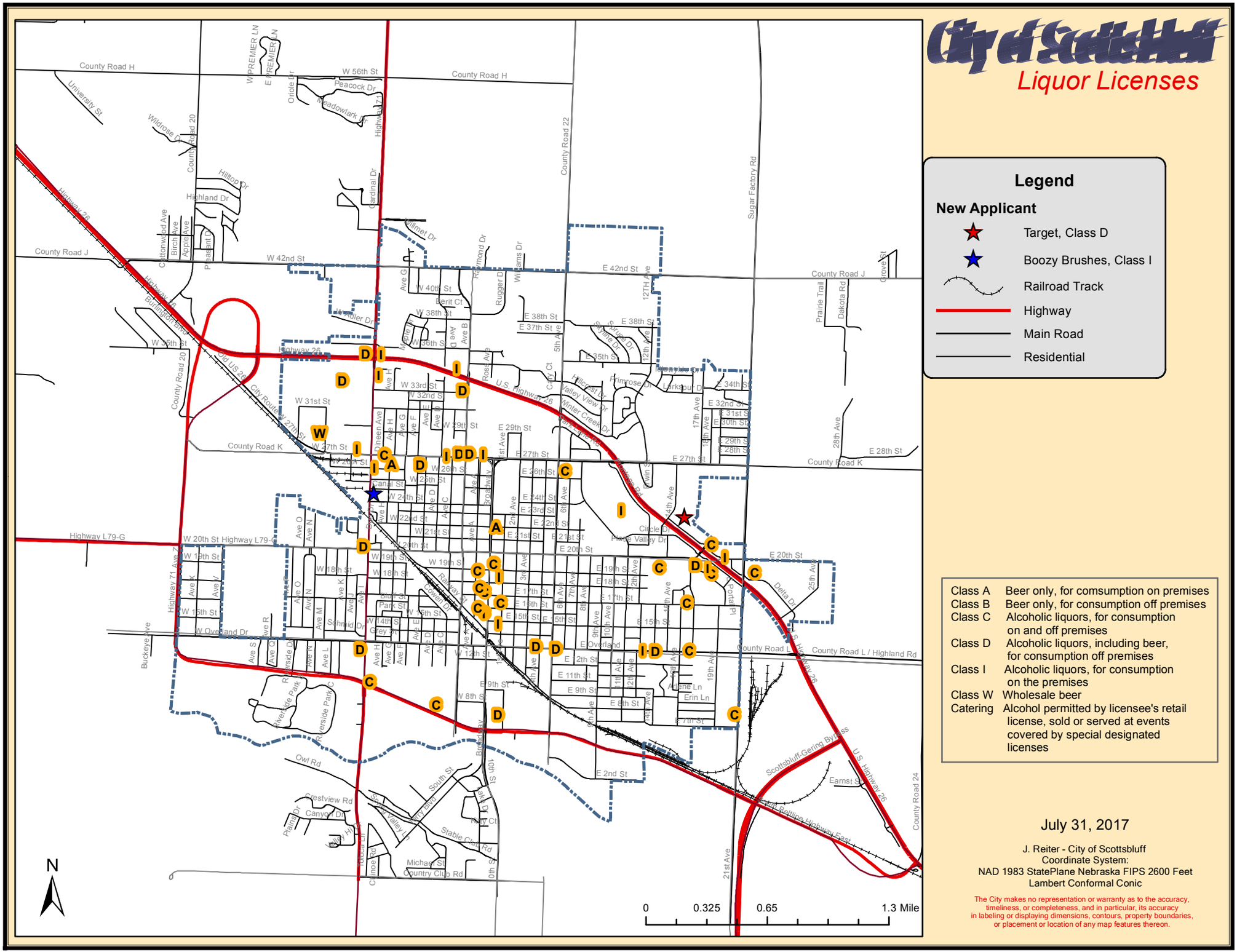
(1) The property at 2419 Avenue I is situated in a C-2 (Neighborhood and Retail Commercial) zoning district where a restaurant/bar/tavern are allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances. The property to the south is zoned O & P (Office and Professional), the property to the east is zoned R-1a (Single Family), and the properties to the North and West are zoned C-3 (Heavy Commercial).

(2) The off street parking requirements are 1 space for every 500 square feet of building space is required for general commercial use. The building is 2257 square feet. The occupancy has access to at least 5 off street parking spaces as required by ordinance. This requirement is found in 25-5-1 (18) of the City's Municipal Code of Ordinances.

(3) The use of this property is consistent with the surrounding neighborhood, which is generally business retail and commercial in nature, except for the residential area to the east. The hours of operation for this business are unknown to city staff.

(4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.

(5) The existing population of Scottsbluff is approximately 15,039.


City of Scottsbluff
Liquor Licenses
Legend
New Applicant
Target, Class D
Boozy Brushes, Class I
Railroad Track
Highway
Main Road
Residential
Class A Beer only, for comsumption on premises
Class B Beer only, for consumption off premises
Class C Alcoholic liquors, for consumption on and off premises
Class D Alcoholic liquors, including beer, for consumption off premises
Class I Alcoholic liquors, for consumption on the premises
Class W Wholesale beer
Catering Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses
July 31, 2017
J. Reiter - City of Scottsbluff
Coordinate System:
NAD 1983 StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic
The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.
N
0
0.325
0.65
1.3 Mile

City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
July 20, 2017 - 4:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Thursday, July 20, 2017 at 4:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on July 16, 2017 in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the committee could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each committee member.

1. Roll Call - The following Board Members were present: Bob Scripter, Racks; Mike Halley, Scottsbluff Public Schools; Libby Stobel, City Attorney; Police Chief Kevin Spencer; Cindy Dickinson, City Clerk. Absent: Nathan Johnson, City Manager, Russ Knight, Dietrich Distributing; Kelli Larson, Panhandle Prevention Coalition; Schavalla Rivers, WNCC.

2. Open Meeting Act – Acting Chairman Dickinson welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.

3. Call Meeting to Order - The meeting was called to order and Dickinson recorded the proceedings.

4. There were no changes to the agenda.

5. Minutes of the June 15, 2017 meeting - Motion by Spencer, second by Stobel, "to approve the June 15, 2017 Minutes," motion passed unanimously.

6. New Liquor License applications:

   a) Class I Liquor License Application for Boozy Brushes, LLC., 2419 Ave. I, Scottsbluff, NE.

      Emily Pugmire, owner of Boozy Brushes, LLC, explained that her business will be a "paint and sip" offering painting lessons and a beer and wine bar with occasional specialty drinks. She does not have previous experience serving alcohol, but is willing to learn and follow all laws pertaining to the sale of alcohol.

      She will have two different color serving glasses to distinguish drinks containing alcohol. In addition, she will check ID's and use wrist bands. Ms. Pugmire added that all employees will receive the responsible alcohol server training, and her employee manual includes a "no tolerance" policy. She will hire 2 – 3 employees.

      Ms. Pugmire will store the alcohol in a locked cabinet and she will be the only one with access. Her inventory will be small, with only about 30-60 bottles. She will check with Budweiser to obtain a clock and calendar with the "born on" date.

      Chief Kevin Spencer will arrange another interview with Ms. Pugmire prior to the public hearing with the City Council on August 7, 2017.

Moved by Halley, seconded by Scripter, “to forward a favorable recommendation to the City Council regarding the Class I liquor license for Boozy Brushes, LLC, 2419 Ave. I, Scottsbluff, NE” motion passed unanimously.

Moved by Spencer, seconded by Stobel, “to adjourn the meeting at 4:32 p.m.,” motion passed unanimously.

_____

Chairperson

_____

Cindy Dickinson, Secretary

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Pub. Hear.2

Council to make a recommendation to the Nebraska Liquor Control Commission naming Emily Pugmire as the Liquor License Manager of Boozy Brushes.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Public Inp1

Council to receive a presentation from the Cirrus House on the implementation of the Nebraska Youth System of Care Initiative.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Public Inp2

Council to receive a presentation from the Panhandle Humane Society.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Public Inp3

Council to receive a presentation from the Monument Prevention Coalition.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Public Inp4

Council to receive a presentation from the Scottsbluff Senior Center.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Reports1

Council to consider renewing a three-year contract of the Employee Assistance Program to Continuum and authorize the Mayor to execute the contract.

Staff Contact: Jana Bode, HR Director

Agenda Statement

Item No.

For Meeting of:
August 7, 2017

AGENDA TITLE: Council to consider renewing a three-year contract of the Employee Assistance Program to Continuum and authorize Mayor to execute the contract.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Nathan Johnson

SUMMARY EXPLANATION: 3 year service contract – EAP and HelpNet services. Continuum agreed to reduce our yearly payment from $5,500 to $5,000 for our three year contract period. (All services provided by Continuum in prior contract period remain the same with contract renewal.)

- Contract duration October 2017 – Sept 2020

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS

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

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

CONTINUUM EMPLOYEE ASSISTANCE ♦ TRAINING ♦ CONSULTING
Three-Year Contract October 1, 2017 – September 30, 2020
CITY OF SCOTTSBLUFF

This contract is entered into by and between City of Scottsbluff, 1st Party, hereinafter called the "City" and Continuum Employee Assistance ♦ Training ♦ Consulting, a non-profit corporation, 2nd party, hereinafter called "EAP".

WITNESSETH:

WHEREAS, EAP has established a program of consultation for personnel problems and assessment and referral for a variety of personal problems, and

WHEREAS, it is in the best interest of the City and its employees to have a program to improve job performance and to assist and rehabilitate employees with personal problems, and

NOW THEREFORE, IN CONSIDERATION OF the mutual promises and agreements hereinafter contained it is agreed between the parties as follows:

EAP services will be made available to all employees actively employed on the first of each month and immediate family members. Immediate family members are defined as follows:

-employee's spouse

-unmarried dependent children under age 19

-unmarried dependent children under age 24 if attending school full-time

-physically and mentally handicapped dependent children regardless of age who are incapable of self-support

-other close relationships to an active employee, such as a significant other, may be included at the discretion of the Human Resources Director and/or the City Manager.

EAP agrees to provide the following services as appropriate and/or as requested by the City Human Resources Department.

A. COMPANY SERVICES

1. Assistance in developing and maintaining an Employee Assistance Program policy statement regarding employees with job performance problems and/or with personal problems which may affect job performance.

2. Assistance in integrating the Employee Assistance Program with existing City policies and procedures. Upon request of the City, and EAP Consultant will participate in scheduled meetings with supervisory personnel as a resource person for job performance and EAP related issues.

3. Review of the City's insurance options currently available to the employee.

4. EAP Management/Supervisory Orientations are available on-line.

5. EAP Employee Orientations are available on-line.

6. On-line training programs on workplace and personal topics are available to all employees and family members through Continuum Help*Net*.

7. Personalized Training Programs: These are topical training programs selected by the City from EAP's training options and personalized to your employee groups. Formats include "live" programs held on-site and/or webinars. Programs can be designed as Lunch and Learn sessions or 1-2 hour interactive programs. The EAP consultant will consult regarding your training goals to help select the program and format that best meets those goals. Upon the City's request, EAP will provide personalized training or longer program formats, when available, at EAP's member company discount rates, plus expenses.

8. The City may request services with respect to "catastrophic events". The EAP shall bill the City for reasonable out of pocket expenses incurred by the provision of trauma related services. EAP will notify and obtain prior approval from the City Manager of the amount of such expenses to be paid by the City prior to providing services

9. Consultation Services for all managers/supervisors on how to deal with an employee who is not performing satisfactorily. Consultation services include assistance in how to document job performance problems, how to set targets for improvement, how to prepare for a corrective interview, how to evaluate subsequent work performance and when and how to refer an employee to the Employee Assistance Program. Consultation services on human resource and other workplace policies and issues is also available.

10. DOT (SAP) and Non-DOT alcohol/drug services are available with providers in Lincoln,NE.

11. Publicity materials for employees and family members, such as personal letters, brochures, posters, wallet cards, and monthly newsletters and articles for the City's publication are available.

12. Ongoing coordination with the designated contact person(s) of the City to maintain the program and evaluate its effectiveness.

13. Semi-annual and annual reports summarizing the use and activities of the program, client demographics, nature of problems and outcome data.

B. CLIENT SERVICES

1. Counseling services for employees and their family members for a variety of personal problems. EAP direct client services include the following services: assessment, 4-6 session short-term problem resolution, referral to an appropriate community resource for continued care, SAP services for positive drug screens under DOT regulations, consultation as needed with the supervisor or manager noted in the signed release and ongoing consultation and follow-up with

the referral source and client to monitor progress. EAP referrals for specialized treatment or ongoing personal counseling will be made to insurance qualified Third Party resources. In case of any referral to an Insurance Qualified Third-Party as provided in this Contract, the EAP shall not pay or be responsible for any costs or expenses charged or incurred in connection with the referral, by the Insurance Qualified Third-Party or otherwise.

2. Counseling services are provided in the EAP's offices. Telephone problem-solving is available upon client request when appropriate. EAP's toll-free line is available to City employees and their immediate families.

3. Twenty-four hour emergency telephone and counseling service to the City's employees and their immediate family members.

4. Work/Life Consultation Services include information, education, and resources on work/life topics such as child care, eldercare, and parenting. Services may be provided via telephone, mail, e-mail, or face-to face.

5. Financial and Legal Services include a free initial consultation per problem and 25% discounts when networked attorneys or financial experts are retained. These services are not available for matters involving disputes or actions between the employee and the City.

6. Wellness Coaching to support an individual's wellness goals.

C. CONTINUUM HELP*NET* - WEB-BASED WORK/LIFE SERVICES

1. Continuum Online Interactive Service, known as Continuum Help*Net*, provides employees and family members with access to information, skill building, and assessments in such areas as emotional wellness, family, personal development, health and fitness, school, and management and workplace issues. EAP will provide the City reports on the level of use of these services.

These on-line services are not meant to nor can replace the specialized training and judgment of health, mental health, legal, financial or other professionals. This Service is not a substitute for professional treatment or services.

License Terms are as follows:

A. EAP sublicense shall grant the City the non-transferable, non-exclusive right to sublicense access to and use of the website found at the URL www.4Continuum.com (the "Website") for City employees and eligible family members.

B. The City shall acknowledge that the Website is proprietary in nature and that WorkPlace Options claims all copyright, patent, trade secret and trademark rights granted by law. The sublicense shall prohibit the City from removing any copyright or trademark notices or confidential legends or identification from the Website.

C. The City shall expressly and conspicuously disclaim all express or implied warranties of merchantability and fitness for a particular purpose, shall exclude liabilities for consequential damages and lost profits and shall limit the obligations to the City to recovery or refund of the sublicense fee paid by the City.

D. The sublicense shall state that: City shall not reverse engineer, disassemble, decompile or otherwise decode by any method the Website in whole or in part for any purpose whatsoever

E. EAP shall have the right to terminate the sublicense in the event the City: (a) modifies, distributes or uses Website in a manner not expressly authorized by the sublicense; (b) makes any

representations regarding the Website that are not true and correct, or (c) becomes insolvent or commits any act of bankruptcy.

F. City agrees that it shall comply with all applicable laws.

D. CITY RESPONSIBILITIES

The City agrees to participate in the following activities that are intended to enhance the effectiveness of its Employee Assistance Program.

1. Ongoing distribution of publicity material provided by EAP to notify employees and family members of the availability of the program.

2. Maintenance of a separate, confidential filing system for confidential correspondence relating to City employees.

3. Maintain a pattern of communication with EAP staff to monitor progress of the program; consultation with supervisory personnel to encourage referrals to the EAP and subsequent follow-up.

4. Internal coordination and scheduling of supervisory and employee orientations and training programs

E. LAWS OF GOVERNANCE

This agreement is being made and delivered, and EAP and the City intend that it shall be construed and enforced in accordance with the laws of the State of Nebraska.

F. CONTRACT TERMS

Fees for EAP Services:

Each contract year's fee will be billed at the beginning of the contract year and due within 30 days of the billing.

Year One: October 1, 2017 - September 30, 2018
Fee: $5000.00

Year Two: October 1, 2018 - September 30, 2019
Fee: $5000.00

Year Three: October 1, 2019 - September 30, 2020
Fee: $5000.00

In connection with the carrying out of this Contract, EAP shall not discriminate against employees or applicants for employment because of race, color, religion, sex, disability, national

origin, age or marital status. During the term of this contact, EAP agrees to comply with the requirements of the Immigration Reform and Control Act of 1986.

The nature of services to be provided pursuant to this Contract is such that it is impossible to warrant that the services rendered by any Third-Party will actually improve job performance or result in resolution of the problem presented in any particular case. Therefore, EAP disclaims any express or implied warranty with respect to any Third-Party or any services rendered. Furthermore, EAP shall have no liability or obligation arising out of its election or decision not to disclose any information to the City or any Third-Party.

EAP will obtain a minimum of $1,000,000 each claim and $1,000,000 annual aggregate professional liability insurance for all acts, errors and omissions during the term of this Contract and extensions thereof. EAP will furnish satisfactory proof of the existence of such insurance to the City. To be satisfactory, the proof must contain the assurance of the insurer that the policy is in existence and that it will not be canceled, nor will the insurance company fail to renew it, without first giving (30) days written notice to the City at 1818 Avenue A, Scottsbluff, NE 69361. Third-Party resources utilized by the EAP maintain professional liability insurance coverage.

The failure of either party to enforce any of the provisions of this Contract or to require any act or performance, shall not be construed to be a waiver to require performance of the provision, nor in any way to affect the validity of this Contract of the right of either party to enforce each and every provision or right to performance.

If any portion of this Contract is held invalid, the remainder hereof shall not be affected if such remainder would then continue to conform to the terms and requirements of the applicable law.

This Contract represents the entire and integrated agreement between the City and EAP and supersedes all prior negotiations, representations or agreements, either written or oral. This contract may be amended or assigned upon written agreement of the parties and signed by the City and EAP.

The terms of this contract shall be for October 1, 2017 to September 30, 2020. In addition, either party may terminate this Contract, at any time upon thirty (30) days written notice to the other party. In

addition, if any payment required under this Contract is not paid when due, the EAP shall be entitled to terminate this Contract effective upon fifteen (15) days written notice to the City or to exercise any other remedy available to the EAP under applicable law, and all such remedies shall be cumulative.

IN WITNESS WHEREOF the parties have hereto caused this Contract to be executed this _____ day of _____, 20____.

ATTEST:
City of Scottsbluff, Nebraska
a municipal corporation

_____
Mayor

_____
Date

Continuum Employee Assistance
a non-profit corporation

_____
Continuum Executive Director

_____
Continuum Board President

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Reports2

Council to approve the letter of support for the 23 Club Renovations and authorize Mayor to sign the letter.

Staff Contact: Nathan Johnson, City Manager

CITY OF
SCOTTSBLUFF
NEBRASKA

308-632-4136
2525 Circle Drive
Scottsbluff, NE 69361

August 7, 2017

RE: 23 Club Remodel

To Whom It May Concern,

The City of Scottsbluff supports the 23 Club's efforts to remodel the facilities that are located on City owned property. The City is committed to being the Project Manager for all phases throughout the entire remodeling process. In addition, the City is committed to giving in-kind labor support to accomplish demolition, landscaping, grading and concrete work; value not to exceed $300,000.00.

On behalf of the Scottsbluff City Council and staff, we look forward to making the plan a reality.

Sincerely,

Randy Meininger, Mayor

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Reports3

Council to consider a contract with Jo Mikesell as program coordinator for the City's fall kickball league and authorize the Mayor to execute the contract.

Staff Contact: Triniti Burgner, Recreation Supervisor

AGREEMENT

This Agreement entered into by and between JO MIKESELL, hereinafter referred to as "MIKESELL" and the CITY OF SCOTTSBLUFF, NEBRASKA, hereinafter referred to as "CITY."

MIKESELL agrees to act as the program coordinator for the CITY's fall kickball league.

The parties agree that the CITY will provide a kickball field ("kickball area") and equipment. The parties further agree that this AGREEMENT shall be renewable, annually, for each successive kickball season, until either party terminates this AGREEMENT upon thirty (30) days written notice.

MIKESELL'S responsibilities as the program coordinator are as follows:

1. Coordinate with the CITY's Recreation Supervisor in the advertising and promotion of the CITY's fall kickball league;

2. Prepare and disseminate rules and regulations;

3. Assist with meetings, registration, and rosters;

4. Develop a schedule for all teams in the fall kickball league. Kickball games will be played one night a week, with three (3) games a night at 6:00, 7:00 and 8:00;

5. Notify and post postponed games and other schedule changes so as to maintain continuity and harmony within the game schedules and to enable each team to have the same number of games;

6. Maintain and provide the CITY with records, standings and expenditures, including but not limited to equipment needs and program expenses;

7. Communicate with the CITY's Recreation Supervisor, or their designee, regarding past, current or future recommended program changes;

8. Be at the kickball area or have a designee at the kickball area to address issues and concerns, act as umpires, schedule changes, prepare and post information, interpret rules and regulations, and resolve disputes;

9. Establish, develop and maintain uniformity and parity in the level of play, regarding the various provisions of play;

10. Insure that all equipment is properly secured and all electrical equipment turned off after the conclusion of the final game;

11. Notify the CITY's Recreation Supervisor of any program or equipment needs;

12. Address other program needs or issues that the CITY may deem necessary, including maintenance, upkeep and concessions, if any.

All fees paid to the CITY for the fall kickball league will be collected at Scottsbluff City Hall, 2525 Circle Drive, between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. MIKESELL will not accept any payments unless specifically directed to do so by the City's Recreation Supervisor.

The CITY is responsible for kickball area preparations.

MIKESELL will act as an independent contractor and not as an employee of the CITY. MIKESELL'S compensation will be as set forth in this AGREEMENT and will not include any benefits of any type which are payable to CITY employees. The CITY shall have no right to control the manner in which MIKESELL accomplishes her responsibilities. MIKESELL may employ assistants to assist in carrying out her responsibilities. Other than the kickball area and equipment, all other things reasonably necessary for MIKESELL to carry out her responsibilities under this AGREEMENT will be provided by MIKESELL.

During the term of this AGREEMENT, MIKESELL will maintain public liability insurance in an amount of not less than $1,000,000.00. Such insurance policy will show the CITY as an additional insured. A certificate in a form acceptable to the CITY will be furnished to the CITY before MIKESELL begins the performance of her responsibilities.

CITY's responsibilities are as follows:

1. CITY reserves the right to access financial and schedule records to insure actual games and payment information.

2. For her services, MIKESELL will be paid the sum of $1,000.00 in two equal installments. Such payments will be made after the following dates:

$500.00 – August 29, 2017
$500.00 – September 26, 2017

[SIGNATURE PAGE WILL FOLLOW]

IN WITNESS WHEREOF the parties have hereunto set their hands and seal this ____ day of _____, 2017.

CITY OF SCOTTSBLUFF, NEBRASKA,

_____
JO MIKESELL

By_____
Mayor

ATTEST:

_____
City Clerk

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Reports4

Council to consider an Economic Development Assistance Agreement with M R Housing and authorize the City Manager to execute the agreement as the Economic Development Program Administrator.

Staff Contact: Nathan Johnson, City Manager

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on August ___, 2017, between the City of Scottsbluff, Nebraska (the "City") and Millennium Resilient International, Inc. (the "Applicant").

Recitals:

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

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

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

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

Agreement:

1. Purpose of Assistance:

The Applicant has started a business which is or will be engaged in (i) the manufacturing of building components for domestic and international sales, and (ii) local development and construction of work force affordable housing (the "Business"). The proceeds of the Loan will be used for the purchase of equipment to be identified by the Applicant (the "Equipment"). The initial location of the Business is 3500 North 10th Street, Gering, Nebraska.

2. Amount of Assistance:

The Loan shall be in the maximum amount of $310,000 and shall be disbursed from the City's Economic Development Fund (the "Fund") to the Applicant as provided for below. The Loan shall be represented by a promissory note (the "Note") to be signed at the Loan Closing in the form of the attached "Exhibit A". The terms of the Note are as follows:

a. The Note shall carry interest from January 1, 2018 (the "Note Interest Date") at the Applicable Federal Mid-Term rate for the month of the Loan Closing. Interest shall be charged only on the principal balance outstanding.

b. Interest payments shall be made on a quarterly basis, with the interest for each quarter due on the first day of a calendar quarter. The first interest payment shall be due on April 1, 2018.

c. Principal payments may be required if the Annual Job Credit for a year does not equal at least 10% of the Maximum Annual Credit; in which case, a principal payment shall be payable in an amount equal to the difference between the Maximum Annual Credit and the actual Annual Job Credit for the year. Any such principal payment shall be due on or before April 1 of the Year following the Year for which the Job Credits were deficient. If not sooner paid, the entire remaining balance of the Note shall be payable on or before March 31, 2023.

3. Loan Disbursement and Loan Closing:

The Applicant shall have the right to request disbursements of the Note as it purchases the Equipment. All draw requests shall be requested in writing and shall be accompanied by a list of the Equipment being purchased along with the price. The first disbursement shall be considered the "Loan Closing". As long as the Applicant has satisfied the conditions to the Loan Closing, the amount of a disbursement shall be scheduled as a claim at the next Council meeting for which the matter may be reasonably scheduled. Disbursement of the Loan proceeds shall be made within 10 business days after the Council has approved a claim for the Loan. The last date for requesting a disbursement shall be one year from the Loan Closing.

4. Job Credits:

As long as the Applicant is not in default of the Note, this Agreement, or any other document entered into pursuant to this Agreement, the Applicant shall receive a credit against the balance due under the Note for Job Credits earned during a Year. A "Year" shall mean the 12-month period ending on each December 31, with the first Year beginning January 1, 2018. "Annual Job Credits" shall be calculated as follows:

a. The Applicant is eligible to receive a "Base Annual Job Credit" during a Year equal to the FTE's for a Year multiplied by $1000.

b. If at the end of a Year, (1) the Annual Report (as provided for below) indicates that the Applicant has any FTE's that have average earnings for the Year of at least (i) $14 per hour in the case of hourly employees, or (ii) $29,120 in the case of salaried employees, and (2) such employees are eligible for the Applicant's fringe benefit plan, then the Applicant may earn additional job credits (the "Additional Annual Credits") as calculated on a per employee basis based on the following table:

Additional Credit	Hourly Rate (Based on 2080 hours)	Annual Salary
$200	$14.00 to $17.99	$29,120 to $37,439

$400	$18.00 to $21.99	$37,440 to $45,759
$600	$22.00 to $25.99	$45,760 to $54,079
$800	$26.00 to $29.99	$54,080 to $62,399
$1,000	$30.00 and above	$62,400 and above

In calculating the hourly rate or salary rate for purposes of the above table, the Applicant is entitled to add the hourly equivalent or annual cost of the following fringe benefits provided to the applicable employee by the Applicant: 401k Plan, profit sharing or equivalent retirement benefits, health insurance, and life and disability insurance.

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

d. The amount of the Annual Job Credit may not exceed $62,000 per Year (the "Maximum Annual Credit"); provided, however, if the full amount of the Note has not been disbursed to the Applicant, then the Maximum Annual Credit shall be equal to 20% of the total amount disbursed to the Applicant. If the Applicant earns credits in excess of the Maximum Annual Credit in any one Year, the excess credits may be carried back to one or more prior Years where the Maximum Annual Credit was not earned, as long as the Maximum Annual Credit is not exceeded for any one Year. Excess credits may not be carried forward.

d. In order to receive Annual Job Credits, the Applicant must file an Annual Report as provided for below. Annual Job Credits shall be applied against the principal balance of the Note.

5. Employee Definitions:

a. "Full Time Employee" shall mean a bona fide employee of the Applicant who (1) is classified by the Applicant as full time; and (2) subject to normal and reasonable waiting periods, is eligible for the employer's normal fringe benefit package.

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

c. "Full Time Equivalent" Employees (the "FTE's") shall be the number arrived at by dividing the total hours paid by the Applicant to their Eligible Full Time Employees during a Year divided by 2080 hours, and then rounded down to the nearest tenth; provided, however, the

maximum hours paid that can be counted for any one Eligible Full Time Employee shall not exceed 40 hours per week. Salaried employees shall be presumed to have been paid on the basis of 40 hours per week.

6. Representations and Warranties of the Applicant:

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

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

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

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

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

7. Representations and Warranties of the City:

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

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

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

8. Certification of the Applicant:

The Applicant certifies to the City that it has not filed an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for the Business. In the event that the Application files such an application, it shall advise the City in writing, and the City shall have the option to review the status of the Loan, to include determining that the Note is due and payable if the Applicant is awarded incentives under the Nebraska Advantage Act.

9. Conditions to Loan Closing:

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

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

b. The Applicant shall have delivered to the City:

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

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

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

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

(1) a Security Agreement (the "Security Agreement") covering the Equipment. The Security Agreement shall be in the form of the attached "Exhibit B".

(2) a guaranty (the "Guaranty") of Amy Westphal, Mark Westphal and Rod Russell. The Guaranty shall be in the form of the attached "Exhibit C".

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

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

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

10. **Annual Reports:**

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

11. Default:

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

a. Failure to comply with any of the terms of this Agreement, the Note or the Security Agreement, to include an assignment not permitted under this Agreement.

b. Any warranty, representation or statement made or given to the City by the Applicant proves to have been false in any material respect when made or given.

c. Dissolution or liquidation of any of the Applicant, the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant.

d. The Applicant ceases to conduct its business or moves the Business outside of Scotts Bluff County.

12. Assignability:

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

13. Confidentiality:

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

14. Notices:

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

a. If to the City:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
Fax: (308) 632-2916
Attention: City Manager

b. If to the Applicant:

Millennium Resilient International, Inc.
3500 North 10th Street
PO Box 567
Scottsbluff, NE 69361
Attention: Amy Westphal, President

15. Miscellaneous:

a. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and may only be modified by a writing signed by both of the parties.

b. The City's waiver of any one default shall not be a waiver of the same or any other default in the future. In addition, the City's failure to exercise any right given to it by this Agreement shall not be a waiver of any later exercise of that right.

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

d. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.

e. This Agreement shall be governed by the laws of Nebraska.

f. This Agreement shall be binding on the successors and assigns of the parties.

[Signature page to follow]

Signature Page to Economic Development Assistance Agreement between the City of Scottsbluff, Nebraska and Millennium Resilient International, Inc.

City of Scottsbluff, Nebraska

By: _____
Economic Development
Program Administrator

Millennium Resilient International, Inc.

By: _____
Amy Westphal, President

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Reports5

Council to consider an Economic Development Assistance Agreement with Flyover Brewery and authorize the City Manager to execute the agreement as the Economic Development Program Administrator.

Staff Contact: Nathan Johnson, City Manager

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on August ___, 2017, between the City of Scottsbluff, Nebraska (the "City") and BDS3C, L.L.C. (the "Applicant").

Recitals:

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

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

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

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

Agreement:

1. Purpose of Loan:

The Applicant is establishing a craft brewpub in downtown Scottsbluff doing business as "Flyover Brewing Company" (the "Business"). The proceeds of the Loan will be used primarily for the purchase of brewing equipment to be used in the Business.

2. Amount of Loan:

The Loan shall be in the amount of $515,000 and shall be disbursed from the City's Economic Development Fund (the "Fund") to the Applicant as provided for below. The Loan shall be represented by a promissory note (the "Note") to be signed at the Loan Closing in the form of the attached "Exhibit A". The Note shall carry interest from January 1, 2018 (the "Note Interest Date"), at which time it shall carry interest at the Applicable Federal Mid-Term rate for the month of the Loan Closing and shall be repaid over 108 equal monthly payments of principal and interest with the first payment due on July 1, 2018, with each additional payment due on the first day of each subsequent month until the Note is paid in full.

3. Loan Disbursement and Loan Closing:

As soon as the Applicant has satisfied the conditions to the Loan Closing, the amount of the Loan shall be scheduled as a claim at the next Council meeting for which the matter may be reasonably scheduled. Disbursement of the Loan proceeds shall be made within 10 business after the Council has approved a claim for the Loan. The disbursement of the Loan proceeds shall constitute the "Loan Closing".

4. Job Credits:

As long as the Applicant is not in default of the Note, this Agreement, or any other document entered into pursuant to this Agreement, for the first 5 Years, the Applicant shall be eligible for credit against the balance due under the Note for Job Credits earned during a Year. The Applicant shall advise the City in writing as to the date (which shall correspond with the first day of a calendar quarter) that it desires for the effective date for Job Credit calculation purposes (the "Job Credit Effective Date"); provided, however, the Job Credit Effective Date shall be no later than July 1, 2018. A "Year" shall mean the 12-month beginning on the Job Credit Effecgive Date, and each annual anniversary of that date. "Annual Job Credits" shall be calculated as follows:

a. The Applicant is eligible to receive a "Base Annual Job Credit" during a Year equal to the FTE's for a Year multiplied by $1000.

b. If at the end of a Year, (1) the Annual Report (as provided for below) indicates that the Applicant has any FTE's that have average earnings for the Year of at least (i) $14 per hour in the case of hourly employees, or (ii) $29,120 in the case of salaried employees, and (2) such employees are eligible for the Applicant's fringe benefit plan, then the Applicant may earn additional job credits (the "Additional Annual Credits") as calculated on a per employee basis based on the following table:

Additional Credit	Hourly Rate (Based on 2080 hours)	Annual Salary
$200	$14.00 to $17.99	$29,120 to $37,439
$400	$18.00 to $21.99	$37,440 to $45,759
$600	$22.00 to $25.99	$45,760 to $54,079
$800	$26.00 to $29.99	$54,080 to $62,399
$1,000	$30.00 and above	$62,400 and above

In calculating the hourly rate or salary rate for purposes of the above table, the Applicant is entitled to add the hourly equivalent or annual cost of the following fringe benefits provided to

the applicable employee by the Applicant: 401k Plan, profit sharing or equivalent retirement benefits, health insurance, and life and disability insurance.

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

d. The amount of the Annual Job Credit may not exceed $25,000 per Year (the "Maximum Annual Credit"). If the Applicant earns credits in excess of the Maximum Annual Credit in any one Year, the excess credits may be carried back to one or more prior Years where the Maximum Annual Credit was not earned, as long as the Maximum Annual Credit is not exceeded for any one Year. Excess credits may not be carried forward.

In order to receive Annual Job Credits, the Applicant must file an Annual Report as provided for below. Annual Job Credits shall be applied against the principal balance of the Note as prepayments, which prepayments shall not alter the amount of the monthly payment due under the Note. If at any time, the Annual Job Credits exceed the balance of the Note, then the City shall refund the excess to the Applicant.

5. Employee Definitions:

a. "Full Time Employee" shall mean a bona fide employee of the Applicant who (1) is classified by the Applicant as full time; (2) subject to normal and reasonable waiting periods, is eligible for the employer's normal fringe benefit package; and (3) is primarily employed to work in the Applicant's brewing operation and/or in the wholesale distribution of products produced by the Applicant at the Business.

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

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

6. Representations and Warranties of the Applicant:

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

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

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

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

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

7. Representations and Warranties of the City:

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

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

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

8. Certification of the Applicant:

The Applicant certifies to the City that it has not filed nor does it intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for the Business.

9. Conditions to Loan Closing:

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

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

b. The Applicant shall have delivered to the City:

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

(2) A copy of the current and correct Certificate of Organization and Operating Agreement of the Applicant certified by the members (the "Members") to be correct;

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

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

(1) a security agreement (the "Security Agreement") covering the Applicant's assets which shall be second in priority to the Applicant's primary lender. The Security Agreement shall be in the form of the attached "Exhibit B".

(2) a deed of trust (the "Deed of Trust") covering the Applicant's real estate which shall be second in priority to an existing lien. The Deed of Trust shall be in the form of the attached "Exhibit C".

(3) a guaranty (the "Guaranty") of the Members. The Guaranty shall be in the form of the attached "Exhibit D".

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

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

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

10. **Annual Reports:**

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

11. Default:

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

a. Failure to comply with any of the terms of this Agreement, the Note, the Security Agreement or the Guaranty to include an assignment not permitted under this Agreement.

b. Any warranty, representation or statement made or given to the City by the Applicant proves to have been false in any material respect when made or given.

c. Dissolution or liquidation of any of the Applicant, the termination of existence, insolvency, buisness failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant.

d. The Applicant ceases to conduct its Business or moves its Business outside of the City.

12. Assignability:

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

13. Confidentiality:

It is agreed that this Agreement and its terms are public record and are not confidential. However, the City agrees to take reasonable steps to insure that any financial and proprietary

information provided in connection with this Agreement by the Applicant shall remain confidential and shall not be revealed or disclosed to outside sources unless the information is public knowledge, is independently developed, or is required to be disclosed by law or legal process.

14. Notices:

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

a. If to the City:

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

b. If to the Applicant:

BDS3C, L.L.C.
2745 Club House Drive
Gering, NE 69341
Attention: Andrea Margheim

15. Miscellaneous:

a. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and may only be modified by a writing signed by both of the parties.

b. The City's waiver of any one default shall not be a waiver of the same or any other default in the future. In addition, the City's failure to exercise any right given to it by this Agreement shall not be a waiver of any later exercise of that right.

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

d. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.

e. This Agreement shall be governed by the laws of Nebraska.

f. This Agreement shall be binding on the successors and assigns of the parties.

Signature Page to Economic Development Assistance Agreement between the City of Scottsbluff, Nebraska and BDS3C, L.L.C.

City of Scottsbluff, Nebraska	BDS3C, L.L.C.
By: _____	By: _____
Economic Development Program Administrator	Title: _____

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Resolut.1

Council to consider an amended Pay Resolution for fiscal year 2017-2018.

Staff Contact: Jana Bode, HR Director

Agenda Statement

Item No.

For Meeting of:
August 7, 2017

AGENDA TITLE: Council to consider amended pay resolution 2017-2018

SUBMITTED BY DEPARTMENT/ORGANIZATION: Human Resources

PRESENTATION BY: Nathan Johnson

SUMMARY EXPLANATION:

3% cost of living increase for general employee's and fire. 1% cost of living for police.

SUMMARY: AMEND PAY RESOLUTION

HOURLY POSITIONS:

- Assistant Pool Manager – eliminated
- Event Coordinator – eliminated & job description revised. *(see Recreation Supervisor-exempt status)*
- HR Assistant/Deputy City Clerk – eliminated & job description revised. *(see-Administrative Services Coordinator-exempt status)*
- FIRE - *Revised pay scale. Removed the first step for a total of 7 steps.*
- Police Corporal – Added

EXEMPT POSITIONS:

- Recreation Supervisor – Added
- Planning Administrator - eliminated
- Director of Parks/Recreation – eliminated
- Exempt position of Assistant City Manager – eliminated
- Economic Development Director – update classification/Grade 26 to Grade 27
- Exempt position – new: Deputy Public Works Director

Explanation of changes of workforce by Department:

ADM/CITY HALL:

- *Reduced the number of Administrative Services Assistant (hourly Grade 12) positions at City Hall from a total of three (3) full-time employees to two full-time (2).*
- *Combined the positions of HR Assistant/Deputy City Clerk (hourly Grade 20) and Administrative Services Coordinator (exempt Grade 22). The Adm. Serv. Coordinator job description was revised and due to additional duties and responsibilities this position moved to Grade 24 on the Pay Resolution.*

DEVELOPMENT SERVICES:

- *Planning Administrator – (retirement occurred/position was eliminated).*

PARK & RECREATION:

- *Assistant Pool Manager was eliminated – Splash facility changes occurred, eliminating the need for this position.*
- *Director of Parks & Recreation – (resignation occurred/position was eliminated).*
- *Position of Event Coordinator (Hourly Grade 17) was eliminated and job title changed to Recreation Supervisor (Exempt Grade 19). The Recreation Supervisor's job description includes prior duties of the Event Coordinator, as well as additional duties and responsibilities added due to the elimination of the*

Director of Parks & Recreation position.

- *The Park Supervisor job description was revised to include additional duties and responsibilities due to the elimination of the Director of Parks & Recreation position. Park Supervisor position was moved from Grade 22 to Grade 24.*
- *Part-time Seasonal Laborer positions – both Cemetery & Park Divisions reduced number of part-time positions for 2017 summer season for budget reasons*

TRANSPORTATION:

- *Deputy Public Works Director created – purpose/succession planning.*
- *Motor Equipment Operator - with the addition of the Central Garage Division of the Public Works Department, the total number of Motor Equipment Operator positions were reduced from six (6) to five (5) due to the department restructure.*

EVINORMENTAL SERVICES:

- *Solid Waste Operator – with resignation, the number of Solid Waste Oper. is currently eleven (11). This open position will remain unfilled pending evaluation of staffing needs.*

WASTEWATER:

- *Crew Leader - (resignation occurred/position was eliminated).*

WATER DEPT:

- *Water System Operator I – total number of Water System Operator I positions has been reduced from four (4) full-time to three (3) full-time positions.*

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Note: addition positions that have been completely eliminated over the past few years or have had duties combined with other positons due to a department restructure &/or budgetary needs.

Director of IT (eliminated) & Network Administrator (eliminated) - these two (2) positions eliminated due to contractual service agreement with local IT company.

Account Payable & Accounts Receivable - these two (2) positions were eliminated and the duties of both positions were combined into one (1) position, which is now titled Account Clerk.

Library Page - reduced from a total of four (4) part-time year round positions to three (3) part-time positions.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

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

RESOLUTION NO.

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

1. That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved August 7, 2017 and effective October 2, 2017.

PAY SCHEDULE
HOURLY RATES (Based on 40 hour work week)

Grade	A	B	C	D	E	L1	L2
2	8.90	9.35	9.82	10.31	10.83	11.37	11.94
3	9.35	9.82	10.31	10.83	11.37	11.94	12.54
4	9.82	10.31	10.83	11.37	11.94	12.54	13.17
5	10.31	10.83	11.37	11.94	12.54	13.17	13.83
6	10.83	11.37	11.94	12.54	13.17	13.83	14.52
7	11.37	11.94	12.54	13.17	13.83	14.52	15.25
8	11.94	12.54	13.17	13.83	14.52	15.25	16.01
9	12.54	13.17	13.83	14.52	15.25	16.01	16.81
10	13.17	13.83	14.52	15.25	16.01	16.81	17.65
11	13.83	14.52	15.25	16.01	16.81	17.65	18.53
12	14.52	15.25	16.01	16.81	17.65	18.53	19.46
13	15.25	16.01	16.81	17.65	18.53	19.46	20.43
14	16.01	16.81	17.65	18.53	19.46	20.43	21.45
15	16.81	17.65	18.53	19.46	20.43	21.45	22.52
16	17.65	18.53	19.46	20.43	21.45	22.52	23.65
17	18.53	19.46	20.43	21.45	22.52	23.65	24.83
18	19.46	20.43	21.45	22.52	23.65	24.83	26.07
19	20.43	21.45	22.52	23.65	24.83	26.07	27.37
20	21.45	22.52	23.65	24.83	26.07	27.37	28.74

BI-WEEKLY RATES

18	1553.73	1631.42	1712.99	1798.64	1888.57	1983.00	2082.15
19	1631.42	1712.99	1798.64	1888.57	1983.00	2082.15	2186.26
20	1712.99	1798.64	1888.57	1983.00	2082.15	2186.26	2295.57
21	1798.64	1888.57	1983.00	2082.15	2186.26	2295.57	2410.35
22	1888.57	1983.00	2082.15	2186.26	2295.57	2410.35	2530.87
23	1983.00	2082.15	2186.26	2295.57	2410.35	2530.87	2657.41
24	2082.15	2186.26	2295.57	2410.35	2530.87	2657.41	2790.28
25	2186.26	2295.57	2410.35	2530.87	2657.41	2790.28	2929.79
26	2295.57	2410.35	2530.87	2657.41	2790.28	2929.79	3076.28
27	2410.35	2530.87	2657.41	2790.28	2929.79	3076.28	3230.09
28	2530.87	2657.41	2790.28	2929.79	3076.28	3230.09	3391.60
29	2657.41	2790.28	2929.79	3076.28	3230.09	3391.60	3561.18
30	2790.28	2929.79	3076.28	3230.09	3391.60	3561.18	3739.24
31	2929.79	3076.28	3230.09	3391.60	3561.18	3739.24	3926.20

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

HOURLY POSITIONS

Grade	Class Titles
7	Library Technician
7	Waterpark Manager
9	Building & Grounds Custodian
9	Compliance Officer
10	Library Assistant
11	Record Technician
11	Humane Officer
12	Admin. Services Assistant
12	Admin. Records Technician
13	Account Clerk
13	Administrative Assistant
13	Maintenance Worker
13	Motor Equipment Operator
14	Wastewater Plant Operator I
14	Water System Operator I
14	Heavy Equipment Operator
14	Solid Waste Equip. Operator
15	Crew leader
16	Maintenance Mechanic
16	Fire Prevention Officer
17	Wastewater Plant Operator II
17	Water System Operator II
17	Construction-Locator Spec.
18	Utilities Adm. Coordinator
18	Lead Maintenance Mechanic
18	Cemetery Supervisor
19	Stormwater Program Specialist
20	Code Administrator I

EXEMPT POSITIONS

Professional, Administrative and Executive

18	Librarian
19	Recreation Supervisor
20	GIS Analyst
22	Transportation Supervisor
22	Water System Supervisor
22	Wastewater Plant Supervisor
22	Environmental Services Supervisor
22	Code Administrator II
22	Planning Coordinator
24	Administrative Services Coordinator
24	Park Supervisor
24	City Clerk/Risk Manager
24	Library Director
24	Public Safety/Em Mgmt Dir
26	Police Captain
26	Deputy Public Works Dir
27	Economic Develop. Director
27	Director of Human Resources
28	Director of Public Works
29	Fire Chief
30	Police Chief
31	Director of Finance

3. That the following pay schedule for officers and employees in Unclassified Positions of the city is approved September 5, 2016 and effective October 3, 2016.

Position	Salary Minimum	Salary Maximum
City Manager	Established by City Council	

Seasonal and Part-time
Hourly Rates

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
School Crossing Guard	$9.00	$9.50	$10.00	$10.20	$10.40	$10.60	$10.80
Library Page	$9.00	$9.50	$10.00	$10.20	$10.40	$10.60	$10.80
Laborer	$9.00	$9.50	$10.00	$10.20	$10.40	$10.60	$10.80
Field Mntc. Groundskeeper	$9.40	$9.90	$10.40	$10.60	$10.80	$11.00	$11.20

Waterpark Aide	$9.00	$9.50	$10.00	$10.20	$10.40	$10.60	$10.80

*Lifeguard	$9.00	$9.50	$10.00	$10.20	$10.40	$10.60	$10.80

*Lifeguard with Nebraska Certified Pool Operator's License & assigned to the maintenance of the waterpark facility will receive an additional 30 cents per hour.

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

4. The Pay Schedule for the position of Firefighters and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the Mayor and City Council on August 7, 2017 and effective October 2, 2017.

Class Title	Hourly Pay Schedule (56 hour week)						
	1	**2**	**3**	**4**	**5**	**6**	**7**
Firefighter	13.95	14.65	15.38	16.15	16.96	17.81	18.70
Fire Captain	18.07	18.97	19.92	20.92	21.97	23.07	24.22

5. That the Pay Schedule for the position of Patrol Officer, Corporal and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on August 7, 2017 to be effective October 2, 2017.

Class Title	**Hourly Pay Schedule**						
	1	**2**	**3**	**4**	**5**	**6**	**7**
Patrol Officer	19.30	20.27	21.28	22.34	23.46	24.63	25.86
Police Corporal	20.91	21.96	23.06	24.21	25.42	26.69	28.03
Police Sergeant	23.06	24.21	25.42	26.69	28.03	29.43	30.90

6. Resolution No. 16-08-03 and all other resolutions in conflict with this resolution are repealed.

Passed and approved this 7th day of August, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Resolut.2

Council to consider a Resolution rescinding Resolution No. 17-07-02 regarding the transfer of funds from the Industrial Sites Fund to the Community Development Block Grant Fund.

Staff Contact: Nathan Johnson, City Manager

RESOLUTION NO. _____

WHEREAS, the City Council of the City of Scottsbluff, Nebraska ("**City**") passed and approved Resolution 17-07-02 on July 17, 2017 with the intent to authorize the transfer of funds from the Industrial Sites Fund ("**Fund**") to the Community Development Block Grant Fund for the purpose of using the funds for grant matching purposes.

WHEREAS, the City Council has now determined that it would not be in the best interest of the **City** to ~~apply for the proposed grant~~ transfer the funds into the Community Development Block Grant and therefore ~~wishes to~~now rescinds Resolution 17-07-02 and replace it with the following resolution:

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

The City Council of the City of Scottsbluff, Nebraska ("**City**") has, pursuant to Ordinance #4060, created an Industrial Sites Fund ("**Fund")** wherein the **City** committed sources of revenue from the sale of farm assets to the **Fund** for the purpose of paying the costs of operating the farm assets. The **City** has determined and now declares pursuant to Neb. Rev. Stat. §16-721 it would be unwise and impracticable to leave idle funds remaining in the **Fund** where the purpose of the **Fund** has been accomplished and there is no indebtedness incurred on account of the **Fund**.

BE IT RESOLVED by the City Council that a transfer from the **Fund** is hereby appropriated and directed as follows:

TRANSFER OF FUNDS:

Fund – transfer out	($153,500.00)
General Fund – transfer in	$153,500.00

This Resolution shall become effective upon its passage and approval upon a three-fourths vote.

Passed and Approved on August___, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Resolut.3

Council to consider a Resolution extending the date for written notice of termination in participation in the League Association of Risk Management (LARM) and consider the contribution credits for multi-year commitments.

Staff Contact: Cindy Dickinson, City Clerk

League Association of Risk Management
2017-18 Renewal Resolution

RESOLUTION NO. _____

WHEREAS, The City of Scottsbluff is a member of the League Association of Risk Management (LARM);

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of The City of Scottsbluff, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

☑ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2020. (180 day and 3 year commitment; 5% discount)

O Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30,2019. (180 day and 2 year commitment; 4% discount)

O Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30,2018. (180 day notice only; *2%* discount)

O Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2020. (90 day notice and 3 year commitment only; *2%* discount)

O Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30,2019. (2 year commitment only; 1%)

O Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30,2018. (90 day Notice only)

Adopted this 7th day of August, 2017.

Signature: _____

Title: **Mayor**

ATTEST: _____

Title: **City Clerk**

Proposal For : City of Scottsbluff
Effective Date: 10/01/2017

COVERAGE	LIMITS AND APPLICABLE DEDUCTIBLES	CONTRIBUTION
Workers' Compensation	Statutory Limits $500,000 Employers Liability	$243,633
General Liability	$5,000,000/$5,000,000 Per Occurrence/Aggregate $0 Deductible	$101,793
Errors & Omissions	$5,000,000/$5,000,000 Per Occurrence/Aggregate $2,500 Deductible	$22,192
Law Enforcement Liability	$5,000,000/$5,000,000 Per Occurrence/Aggregate $2,500 Deductible	$29,010
Auto Liability	$5,000,000 Combined Single Limit $0 Deductible	$22,438
Auto Physical Damage	106 Vehicle(s) $ Varies on Deductible	$96,843
Commercial Property	$60,177,329 $1,000 Deductible	$189,620
TOTAL ANNUAL CONTRIBUTION:		$705,529

Contribution Credit Options

	180 Day Notice, 3 Year Commitment	180 Day Notice, 2 Year Commitment	180 Day Notice Only	90 Day Notice, 3 Year Commitment	90 Day Notice, 2 Year Commitment	90 Day Notice Only
Commitment Discount :	5%	4%	2%	2%	1%	0%
Property & Liability :	$438,801.70	$443,420.67	$452,658.60	$452,658.60	$457,277.56	$461,896.53
Workers' Compensation :	$231,451.13	$233,887.46	$238,760.11	$238,760.11	$241,196.44	$243,632.77
Total Contributions :	$670,252.83	$677,308.12	$691,418.71	$691,418.71	$698,474.00	$705,529.30

LEAGUE ASSOCIATION of RISK MANAGEMENT

1335 L Street, Suite 200
Lincoln, NE 68508
Phone: (402) 742-2601
Fax: (402) 476-4089
www.larmpool.org

July 6, 2017

Dear LARM Member:

Attached, please find your Renewal Coverage Proposal for the 2017-18 Pool Year. This proposal is itemized by line of coverage to represent your specific limits, deductibles, annualized contributions and to outline LARM's contribution credit options available for the new term.

As always, LARM continues to seek certainty on upcoming Member commitments to allow us to accurately forecast our financial position. Requiring all Members to make annual elections by means of the Renewal Resolution affords us the fiscal confidence to structure a more stable program year-over-year. In return, LARM is able to translate this financial benefit to our Members in the form of corresponding contribution credits. Because predictability is strongest when estimates have future value, completing a new resolution each year delivers the best opportunity for this objective. In addition, members are able to elect a Renewal Resolution at the three (3) year commitment at each new Pool Year, by doing so, they are able to receive the maximum 5% contribution credit available on an annual basis.

An important note regarding processing your annual Renewal Resolution if you are a Member that desires to competitively bid your coverage every three (3) years, or in the next three (3) years:

- If you already have a three (3) year Renewal Resolution at the 5% discount;
  - Execute a two (2) year Renewal Resolution at the 4% discount at the upcoming.
- If you already have a two (2) year Renewal Resolution at the 4% discount;
  - Execute a one (1) year Renewal Resolution for either the 2% or 0% discount.
- If you already have a one (1) year renewal Resolution, you must provide written notice of termination in accordance with the necessary days identified in the Renewal Resolution prior to the desired termination date.

An important note if you do not execute/return a Renewal Resolution for the new Pool Year:

- You will automatically drop to the next lower commitment/contribution credit for that Pool Year (for example: If you were at a three (3) year commitment and do not execute/return a Renewal Resolution for the new Pool Year, you will automatically drop to a two (2) year commitment).

The enclosed Renewal Resolution form for the new term is made available for your use in designating the annual selection for the 2017-18 Pool Year. Once you have elected your contribution credit option, please authorize the Renewal Resolution and return to LARM to the address provided on the form. In order that LARM is able to issue process invoices as quickly as possible and prior to inception of the 2017-18 Pool Year, LARM requests that the fully executed Renewal Resolution be received no later than **August 14, 2017**. Once the Renewal Resolution has been received by LARM, complete renewal packet materials (invoices, coverage documents, auto ID cards, etc.) will be prepared and delivered to you. We are happy to review and discuss any questions or concerns you may have regarding this important process; therefore, we encourage you to contact your agent or LARM customer Service if you need assistance.

Finally, the information presented in this communication packet does not include any potential mono-line insurance placements that are not part of the formal LARM Property, General Liability or Workers' Compensation coverages (such as Bonds, Special Events Coverage, Liquor Liability, etc.) Renewal details for such policies will continue to be provided under separate cover according to their respective effective dates. In addition, please be advised that your proposal may not reflect and endorsements recently processed, and bear in mind, that your final invoice amount may vary from the renewal packet based on such services that require contribution adjustment over the next several weeks.

As always, the LARM Board and staff are very pleased that your community will continue to support LARM as we move into our 22nd year of unparalleled commitment to serving our Members. On behalf of each of us, I thank you for making our partnership a mutual success.

Sincerely,
LEAGUE ASSOCIATION OF RISK MANAGEMENT

Tracy Juranek

Tracy Juranek
Customer Service Specialist

LEAGUE ASSOCIATION of RISK MANAGEMENT

1335 L Street, Suite 200
Lincoln, NE 68508
Phone: (402) 742-2601
Fax: (402) 476-4089
www.larmpool.org

Important Postscript: **As a LARM member, if the municipality or agency decides to voluntarily terminate its participation in LARM, the member must provide WRITTEN NOTICE to the Director of the Nebraska Department of Insurance and all other LARM members at least NINETY days prior to the desired termination date. The member's decision to terminate participation in LARM is subject to the approval of the Director of the Nebraska Department of Insurance.**

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Resolut.4

Council to consider an Ordinance approving the sale of approximately 365.34 acres of city-owned property to Croell, Inc., an Iowa Corporation (second reading).

Staff Contact: Nathan Johnson, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF PART OF THE NE1/4, PART OF THE SE1/4, PART OF THE SW1/4 (NORTH OF THE CANAL) IN SECTION 34, TOWNSHIP 22 NORTH, RANGE 54 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA.

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

Section 1. The City of Scottsbluff ("City") owns the following described real estate:

> Part of the NE1/4, part of the SE1/4, part of the SW1/4 (North of the Canal), Section 34, Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County, Nebraska.

Section 2. An offer has been made by Croell, Inc. to purchase the real estate The City is willing to accept this offer.

Section 3. Either, the Mayor, City Clerk or City Manager are authorized to sign an Agreement, Deed and any other documents required to convey the above described real estate to Croell, Inc., on the following terms:

a. The purchase price shall be $548,010.00 paid at closing.

b. Closing of the sale is conditional upon no remonstrance against the sale being filed. Closing shall take place within 30 days after the expiration of the time for filing a remonstrance against the sale.

c. All real estate taxes and special assessments shall be prorated to date of closing. The closing costs and owner's title insurance shall be equally divided. Buyer shall pay any finance costs.

Section 4. The Clerk shall, immediately after the passage and publication of this Ordinance, publish notice of the sale and its terms for three consecutive weeks in the Star-Herald.

Section 5. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED AND APPROVED ON July ___, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

(Seal)

Approved as to form:

_____
Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Resolut.5

Council to consider the contract selling approximately 365.34 acres of city-owned property to Croell, Inc., an Iowa Corporation in the amount of $548,010.00 and authorize the Mayor to execute the contract.

Staff Contact: Nathan Johnson, City Manager

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made on _____ between Croell, Inc., an Iowa Corporation ("Buyer") and the City of Scottsbluff, Nebraska, a Municipal Corporation ("Seller").

1. Description:

On the terms and subject to the conditions set forth in this Agreement, the Seller shall sell to the Buyer real estate described as follows:

PT NE, PT SE, PT SW (N of Canal), 34-22-54 in Scotts Bluff County, Nebraska containing approximately 365.34 acres (Scotts Bluff County Parcel ID 01003131)

subject to easements, restrictions, reservations and rights-of-way of record ("Real Estate").

(The exact legal description of the Real Estate will be obtained from the title commitment and used in the warranty deed.)

2. Purchase Price:

The purchase price for the Real Estate shall be $548,010.00 payable by Buyer to Seller in cash or certified funds at closing.

3. Closing and Possession:

The closing shall take place on or before October 1, 2017. Closing shall be at a place in Scotts Bluff County and at a time as mutually agreed upon by the parties. At the closing, the Seller shall deliver to the Buyer a warranty deed conveying the Real Estate to Buyer free and clear of all liens and encumbrances, excepting easements, restrictions, reservations and rights-of-way of record.

4. Evidence of Title:

Within 20 days after the execution of this Agreement, the Seller shall furnish to the Buyer a title insurance commitment. If the title insurance commitment shows any title defect or other condition (which can include easements, restrictions, reservations, and rights-of-way) unsatisfactory to Buyer, or any other unsatisfactory title defect or condition is discovered, then Buyer shall notify Seller and Seller, at Seller's expense, shall have a reasonable time to correct any title defects and/or unsatisfactory conditions and the closing shall be delayed accordingly. If it is impossible for Seller to perfect title or correct or cure unsatisfactory conditions, or if the defects and unsatisfactory conditions which exist will require court action or an unreasonable expense or time to cure, then Buyer and Seller shall each have the right to rescind this Agreement in writing unless Buyer waives the defects and unsatisfactory conditions and elects to close, accepting the Real Estate subject to the defects and unsatisfactory conditions.

5. Taxes:

Seller shall be responsible for and shall pay real estate taxes and assessments levied against the Real Estate for all years prior to the date of closing (if any). Real estate taxes for the year of closing shall be prorated to the date of closing based on the most recent assessment available. Seller shall be responsible for that portion of the real estate taxes for the year of closing attributable to that period of time prior to closing (if any). The real estate taxes for the remainder of the year of closing and all subsequent years shall be paid for by Buyer.

6. Seller's Representations:

Seller represents to Buyer that to the best of Seller's knowledge:

a. There are no latent defects in the Real Estate.

b. No sources of contamination exist on or adjacent to the Real Estate which would obligate Buyer to clean up expenses under Federal or State environmental laws and regulation, and Seller has received no notice of the existence of such contamination. In addition, Seller has received no notice of any action or proposed action by governmental authorities concerning contamination of the Real Estate.

c. Seller has not done or performed, and until conveyance of the Real Estate in accordance with the terms of this Agreement, Seller will not intentionally do or perform, any act which would in any way interfere with or adversely affect the ability of Seller to complete the conveyance required under this Agreement.

d. Seller has received no notices and no notices have been issued from any governmental authority, indicating that the real estate is in violation of any zoning, building, environmental, fire or health codes or similar statutes or that the current operation of the Real Estate does not comply with all applicable governmental laws, rules, and regulations.

e. There is no actual or threatened suit or claim resulting from any controversy which may adversely affect the Real Estate or its ownership.

f. No undertaking by Seller under this Agreement will constitute a default by Seller under agreements to which Seller is a party. No other party has an option to purchase the Real Estate and Seller is not obligated to give any other party a right of first refusal prior to selling the Real Estate to Buyer.

g. There are no claims for construction liens or any unpaid amounts for labor or material which would give rise to construction liens on the Real Estate.

h. There are no current leases on the Real Estate. Seller, without Buyer's written consent, from the date hereof until the closing date, will not execute any leases in connection with the Real Estate.

i. There are no existing oil, gas, mineral, sand, gravel or similar leases on the Real Estate and Seller is not reserving any rights to oil, gas, minerals, sand, gravel or similar material on the Real Estate.

7. Buyer's Representations:

Buyer represents to Seller that:

a. Buyer is a Corporation duly organized, validly existing in good standing in the State of Iowa and authorized to do business in the State of Nebraska and Buyer has all requisite power and authority to own real estate and operate its property and business in Nebraska and to perform its obligations under this Agreement.

b. This Agreement is a valid and binding obligation of the Buyer and is enforceable against the Buyer in accordance with its terms.

8. Conditions of Closing:

a. Buyer's obligation to close under this Agreement shall be subject to the following conditions, any of which may be waived by Buyer.

(i) Seller's representations and covenants in this Agreement shall be true in all material respects through the date of closing and Seller shall have performed its obligations under this Agreement.

(ii) The Real Estate shall be properly zoned, or Buyer shall obtain, to Buyer's satisfaction, a conditional use permit from all appropriate government authorities, for Buyer's intended use of the Real Estate to include an asphalt plant and concrete plant, mining of sand, gravel, and other aggregate material, crushing and screening of such aggregate material, pumping and dredging, other uses ancillary to the foregoing uses, and buildings suitable for Buyer's business.

(iii) Buyer shall obtain all necessary permits and approvals from all appropriate government authorities for Buyer's intended use of the Real Estate including without limitation a permit for pumping and dredging activities.

(iv) The Real Estate shall contain adequate sand, gravel, and other aggregate material for Buyer's intended use of the Real Estate, which shall be determined in Buyer's sole discretion. Buyer shall have up to and including (60) days (the "Inspection Period") following the date of this Agreement to conduct tests upon, within and under and otherwise to inspect the Real Estate, at Buyer's expense, for any condition or any reason whatsoever. Such inspections shall reveal the Real Estate, including without limitation the soils and all other aspects of the Real Estate, to be acceptable to Buyer, in Buyer's sole and uncontrolled discretion, for Buyer's intended uses of the Real Estate. Seller agrees that Buyer and Buyer's authorized representatives shall have access to the Real Estate during the Inspection Period, upon reasonable prior notice to Seller, to make such tests, assessments, surveys, studies and investigations as Buyer desires. Such inspections may include, but shall not be limited to soils and/or groundwater tests and analyses and testing to determine the presence, if any, of Hazardous Substances (as hereinafter defined) located in, on or about the Real Estate (except in de minimis amounts handled and disposed of in accordance with all applicable laws). The term "Hazardous Substances" shall mean any waste, substance, constituent or material identified as hazardous, radioactive, dangerous or toxic by any office, agency, department, commission, board, bureau or instrumentality of the United States of America, the State

of Nebraska having or exercising jurisdiction over such waste, substance, or material including, without limitation, (i) those substances included within the definitions of "Hazardous Substances," "Hazardous Materials," "Regulated Substances," "Toxic Substances" or "Solid Waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 USC Sections 9601 et seq., the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), 42 USC Sections 6801 et seq., and the Hazardous Materials Transportation Act, 49 USC Sections 1801 et seq., and in the regulations promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended) or by the Environmental Protection Agency (or any successor agency) as "Hazardous Substances" (40 CFR Part 302, as amended); (iii) any material, waste or substance which is (a) petroleum, (b) asbestos, (c) polychlorinated biphenyls, (d) designated as a "Hazardous Substance" pursuant to Section 311 of the Clean Water Act, as amended, 33 USC 1251 et seq., (33 USC 1321) or listed pursuant to Section 307 of the Clean Water Act (33 USC 1317), (e) Flammable Explosive, or (f) Radioactive materials; and (g) such other substances, materials and waste which are or become regulated under applicable local, state or federal law, or the United States of America government, or which are classified as hazardous or toxic under federal, state or local laws and regulations. If the Buyer is not satisfied with the condition of the Real Estate, then Seller shall have the option, upon written notice delivered to Seller within the Inspection Period, to declare this entire transaction to be null and void and terminate this Agreement. Buyer shall be responsible for the expense of returning the Real Estate to its condition prior to Buyer's inspections.

(v) Buyer shall obtain approval from all appropriate government authorities of a plat of the Real Estate, proposed by Buyer, detailing rights of way, easements, areas to be improved, and areas to be mined.

(vi) Buyer and Seller shall have agreed in writing to the division of costs between Buyer and Seller for providing 3 phase electric power to the Real Estate.

(vii) Seller shall pass an ordinance, provide notice, and publish terms of this Agreement in accordance with NEB. REV. STAT. § 16-202 and Seller shall not have received a legitimate remonstrance petition against the sale which is sufficient to stop the sale pursuant to NEB. REV. STAT. § 16-202.

If any of the conditions in this Section 8(a) are not met prior to closing, then Buyer may, at Buyer's option, rescind this Agreement in a writing delivered to Seller, in which case this Agreement shall be null and void. Buyer may waive any of these conditions and proceed to close.

b. Seller's obligation to close under this Agreement shall be subject to the following conditions, any of which may be waived by Seller (if legally permissible).

(i) Buyer's representations and covenants in this Agreement shall be true in all material respects through the date of closing and Buyer shall have performed its obligations under this Agreement.

(ii) Seller shall pass an ordinance, provide notice, and publish terms of this Agreement in accordance with NEB. REV. STAT. § 16-202 and Seller shall not have

received a legitimate remonstrance petition against the sale which is sufficient to stop the sale pursuant to NEB. REV. STAT. § 16-202.

If any of the conditions in this Section 8(b) are not met prior to closing, then Seller may, at Seller's option, rescind this Agreement in a writing delivered to Buyer, in which case this Agreement shall be null and void. Seller may waive any of these conditions and proceed to close.

c. Closing may be delayed for a reasonable time if necessary for any of the conditions set forth in this Section 8 to be satisfied.

9. Inspection and Disclosures:

Buyer has had and prior to closing will have opportunities to inspect the Real Estate and is entering into this Agreement and will close based on those inspection and not any representation or warranties, express or implied, made by Seller, except those specifically set forth in this Agreement. At closing, Buyer will accept the Real Estate in an "AS IS" condition, with all faults.

10. Expenses of Sale:

The fees associated with any loan obtained by Buyer, including the cost of a lender's policy, shall be paid for by Buyer. The cost of the owner's title insurance coverage and closing costs shall be divided equally between the parties. Buyer shall pay for the cost of recording the Warranty Deed.

11. Damages:

In the event the parties fail to close this Agreement as agreed, because of default by either Buyer or Seller, the non-defaulting party shall have those remedies available to it in either equity, law, or otherwise, including the right to enforce this Agreement by an action for specific performance.

12. No Brokers:

Neither Seller nor Buyer have entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of the other party to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby.

13. Notices:

Any notices or other communication required under this Agreement shall be in writing and shall either be delivered in person or sent by certified or registered mail, return receipt requested, or by recognized overnight delivery service, to the addresses set out below, or to such other address as the Seller or the Buyer may designate, from time to time, by written notice to the other. A notice shall be deemed effective upon receipt.

a. If to the Seller: City of Scottsbluff
Attn: City Manager
2525 Circle Drive
Scottsbluff, NE 69361

b. If to the Buyer: Croell, Inc.
Attn: Kurt Croell
2010 Kenwood Avenue
PO Box 430
New Hampton, IA 50659

14. General Provisions:

a. This Agreement shall not be assignable by either party without the consent of the other party.

b. As used in this Agreement, a "reasonable time" shall not exceed 90 days without mutual agreement of both parties.

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

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

e. All covenants contained in this Agreement or in any certificate, document or other instrument delivered pursuant to this Agreement or in connection with the closing shall be deemed a covenant, representation and warranty. All covenants, representations and warranties shall survive the closing and recording of the deed or deeds from the Seller to the Buyer. All such covenants, representations and warranties shall be true, bona fide and accurate as of the date of closing, notwithstanding that any of said covenants, representations and warranties by the language used in this Agreement may refer to a state of facts as of a date prior to the closing and not as of the closing. **Each party (the "Indemnitor") agrees to indemnify and hold the other party (the "Indemnitee") harmless from any breach by the Indemnitor of covenants, representations and warranties contained herein, including, but not limited to, all claims, demands, actions, investigations, proceedings, judgments or loss of any nature, including costs, expenses and attorney's fees incurred by the Indemnitee.**

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

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

h. This Agreement contains the entire agreement of the parties. This Agreement may be amended only in writing signed by all parties.

i. Each party, without further consideration, promises to execute and deliver such other documents and take such other actions as may be necessary to consummate the intent and purpose of this Agreement, provided that this Agreement shall be effective regardless of whether any additional documents are executed or any further actions are taken.

j. If for any reason, whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such

circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

k. The provisions, covenants, representations, and warranties of this Agreement shall survive the closing and shall not be merged into the deed transferred pursuant hereto.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

CROELL, INC., an Iowa Corporation

By:_____
Kurt Croell, President

CITY OF SCOTTSBLUFF, NEBRASKA, a
Municipal Corporation

By_____
Randy Meininger, Mayor

Attest:_____
Cindy Dickinson, City Clerk

State of _____, County of _____:

This Agreement was acknowledged before me on _____, 2017, by Kurt Croell, President of Croell, Inc., an Iowa Corporation, for and on behalf of the corporation, Buyer.

_____
Notary Public

State of _____, County of _____:

This Agreement was acknowledged before me on _____, 2017, by Randy Meininger, Mayor of the City of Scottbluff, Nebraska, Seller.

_____
Notary Public

City of Scottsbluff, Nebraska

Monday, August 7, 2017

Regular Meeting

Item Exec1

Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.

Staff Contact: