CITY OF SCOTTSBLUFF
City of Scottsbluff Council Chambers
2525 Circle Dr., Scottsbluff, NE 69341
CITY COUNCIL AGENDA

Regular Meeting
December 19, 2016
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 December 5, 2016 Regular Meeting.
   b) Approve the minutes of the December 7, 2016 Special Joint City Council Meeting with Gering.
   c) Set a public hearing for January 3, 2017 at 6:05 p.m. to consider a Class Z Liquor License application for Great Plains distillery LLC dba Great Plains Distillery, 213 West Railway, Scottsbluff, NE.
   d) Council to set a public hearing for January 3, 2017 at 6:05 p.m. for the Board of Equalization to assess payments for Paving District 312 and Water District 105.
   e) Council to set a public hearing for January 3, 2017 at 6:05 p.m. to consider a rezone of properties located at 2214, 2218, and 2222 1st Ave. situated in the NE ¼ of Block 22, North Scottsbluff Addition, City of Scottsbluff, Nebraska, from R-1a Residential to C-1 Central Business District.
7. Claims:
   a) Regular claims
   b) Council to consider a request for payment of claims by warrant for Paving District #313, Owen/Avenue G Subdivision, and approve the Resolution.
8. Public Hearings:
   a) Council to conduct a public hearing at 6:05 p.m. to consider the Class C Liquor License application for Las VII Americas LLC dba Las VII Americas

Tortilleria, 1619 East Overland, Scottsbluff, NE.

b) Council to conduct a public hearing at 6:05 p.m. to consider the purchase of property with the City of Gering, generally located in Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, identified as follows: Section 36: East ½ South East ¼.

c) Council to consider action on the purchase of property located in Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, identified as follows: Section 36: East ½ South East ¼.

9. Petitions, Communications, Public Input:

a) Council to consider a community festival permit for the Scottsbluff Celtic Gathering event on May 20 and 21, 2017 at Frank Park.

10. Reports from Staff, Boards & Commissions:

a) Council to consider approval of the OneLibrary Interlocal agreement, and authorize the Mayor to execute the agreement.

b) Council to consider the amended Fire Contract ARTICLE XXI Health Insurance and authorize the Mayor to execute the agreement.

c) Council to consider approval of acceptance of the ASPCA Emergency Pet Shelter Grant in the amount of $2,000 and authorize the Emergency Manager to electronically sign the agreement.

d) Council to consider the renewal of a Lease Agreement with Inventive Wireless LLC, dba Vistabeam for their wireless antenna system on the Coke Plant Water Tower and authorize the Mayor to execute the agreement.

e) Council to authorize the Mayor to sign the Release of Lien resulting from the assessments for Paving district No. 306.

f) Council to consider approval of the Economic Development Assistance Agreement with Webb Orthodontics and authorize execution of related documents.

g) Council to consider approval of the Economic Development Assistance Agreement with Jason Webb, OD, PC and authorize execution of related documents.

h) Council to consider approval of the Economic Development Assistance Agreement with Klein Family Trucking and authorize execution of related documents.

11. Resolution & Ordinances:

a) Council to consider a Resolution authorizing the removal of the traffic signal located at Ave. D and 27th Street to replace the signal located at Ave. I and 27th Street.

b) Council to consider a Resolution regarding authorized signatures on banking transactions.

12. Executive Session

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, December 19, 2016

Regular Meeting

Item Consent1

Approve the minutes of the December 5, 2016 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

Reorganizational Meeting
December 5, 2016

The Scottsbluff City Council met in a regular meeting on Monday, December 5, 2016 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 December 2, 2016, 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 December 2, 2016.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Raymond Gonzales, Mark McCarthy, Jordan Colwell, Randy Meininger, and Scott Shaver. Absent: None. Also present was City Manager Nathan Johnson, City Attorney Howard Olsen, Scottsbluff Student Council representatives Chance Parker and Jacob Krul.

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

City Clerk Dickinson reported that Council Members-elect Raymond Gonzales and Scott Shaver are qualified to be seated as members of the City Council and their bond applications are in process.

Council Members elect Raymond Gonzales and Scott Shaver read their Oath of Office and were seated as City Council Members. Roll call was taken and the following Council Members were present: Raymond Gonzales, Jordan Colwell, Randy Meininger, Mark McCarthy, and Scott Shaver. Absent: None.

Moved by Council Member Meininger, seconded by Council Member Shaver, "That Council nominate City Clerk Dickinson to serve as temporary Chairperson." Nominations were closed as no other nominations were made and a unanimous ballot was cast. "YEAS" Gonzales, Colwell, Meininger, McCarthy and Shaver, "NAYS" None. Absent: None.

Chairperson Dickinson called for nominations for Mayor. Council Member Meininger nominated himself as President / Mayor of the City Council. Council Member Shaver nominated himself as President / Mayor of the City Council.

Council Member Gonzales asked for a job description of the office of Mayor. City Attorney Olsen informed the Council that the Mayor's duties include a presence at all ceremonial activities, representing the City, as the face of the City Council. The Mayor does not have any more power than the other Council Members, however he does preside at the meetings of the City Council. The role of the Mayor is different in Scottsbluff from Gering, as we have a City Manager form of government and Gering has a Mayor and Council form of government, in which the Mayor has more responsibility in the day to day operations of the City.

Moved by Council Member Gonzales, seconded by Council Member Colwell, “that nominations for the office of Mayor cease” “YEAS” Gonzales, Colwell, Meininger, McCarthy and Shaver, “NAYS” None. Absent: None.

Both nominees explained why they were interested in the office of Mayor. Council Member Meininger explained that the City has a tremendous amount of work to do in the upcoming years to build valuable partnerships. He thinks we need leadership to protect these partnerships and relationships and continue to grow.

Council Member Shaver commented that it is time to take a new direction, as we have had the same leadership for six years. He understands that the Council determines the direction. He stated he has had issues with some items over the past years and would like to step up to a leadership role.

Since Council Member Meininger was the first to nominate himself, Chairman Dickinson asked for a role call vote for Council Member Meininger as Mayor of the City of Scottsbluff: “Yes”: Gonzales, Colwell, McCarthy, Meininger. “No”: Shaver. Council Member Meininger received a majority of the votes for Mayor, Chairman Dickinson declared Council Member Meininger as Mayor of the City of Scottsbluff for another term.

Council Member Meininger took his seat as Mayor of the City of Scottsbluff.

Mayor Meininger called for nominations for Vice-President of the Council. Council Member Colwell nominated himself for the office of Vice-President of the Council. Moved by Council Member Gonzales, seconded by Council Member McCarthy, “that nominations for the office of Vice Mayor cease” “YEAS” Gonzales, Colwell, Meininger, and McCarthy “NAYS” Shaver. Absent: None.

Moved by Mayor Meininger, seconded by Council Member Gonzales, “That Council Member Colwell be appointed Vice-President of the City Council. “YEAS” Gonzales, Colwell, Meininger, and McCarthy, “NAYS” Shaver, Absent: None. Council Member Colwell was elected to serve as Vice-President of the Council.

At this time, each of the Council Members selected the committees they wished to represent. Moved by Mayor Meininger seconded by Council Member Shaver, “to make the following committee appointments:

a) Twin Cities Development (TCD) – City Manager (liaison); Colwell and Shaver
b) Panhandle Area Development District – City Manager or designee; Gonzales
c) Scottsbluff Drain Operating Committee – Shaver
d) Panhandle Humane Society – Animal Control Officer Bornschlegl
e) Technical Advisory Committee –Shaver and Colwell
f) NPPD Retail Community Customer Committee – City Manager or designee (primary)
g) Public Alliance for Community Energy (PACE) – City Manager or designee (primary)
h) Senior Center – Meininger
i) Youth Council – Shaver
j) Resource, Conservation & Development Board (RC&D) - Colwell (primary)
k) Riverside Discovery Center Board – McCarthy (ex-officio)
l) 911 Steering Committee – Meininger and Shaver (alternate)
m) Western Nebraska Economic Development Committee – Gonzales and Shaver (alternate)
n) Revenue Committee – Gonzales and Shaver

“YEAS”, Gonzales, Colwell, Meininger, McCarthy and Shaver, “NAYS” None. Absent: None.

At 6:20 p.m., Mayor Meininger moved, seconded by Council Member Shaver “to adjourn the Regular Meeting and convene as the Scottsbluff Leasing Corporation,” “YEAS” Gonzales, Colwell, Meininger, McCarthy and Shaver, “NAYS” None. Absent: None.

(Minutes of the Scottsbluff Leasing Corporation are under separate file)

At 6:30 p.m., moved by Council Member Gonzales, seconded by Council Member McCarthy, "to reconvene the regular meeting," "YEAS" Gonzales, Colwell, Meininger, McCarthy and Shaver, "NAYS" None. Absent: None The following Council Members were present: Raymond Gonzales, Mark McCarthy, Jordan Colwell, Randy Meininger, and Scott Shaver. Absent: None.

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

1. "The minutes of the November 21, 2016 Regular Meeting be approved,"
2. "A special joint meeting be set with the City of Gering on Wednesday, December 7, 2016, noon, at the Gering City Hall, 1025 P Street, Gering, NE to consider the purchase of real estate,"
3. "A public hearing be set for December 19, 2016 at 6:05 p.m. to consider the joint purchase of property with the City of Gering for use as an industrial site,"
4. "A public hearing be set for December 19, 2016, 6:05 p.m. to consider the Class C Liquor License application for Las VII Americas LLC dba Las VII Americas Tortilleria, 1619 East Overland, Scottsbluff, NE, "YEAS" Gonzales, Colwell, Meininger, and McCarthy "NAYS" Shaver. Absent: None.

Moved by Council Member Shaver, seconded by Council Member Gonzales, "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated December 5, 2016, as on file with the City Clerk and submitted to the City Council," "YEAS", Gonzales, Colwell, Meininger, McCarthy and Shaver, "NAYS" None. Absent:None.

CLAIMS

ALLO COMMUNICATIONS,LLC,DVDS,4704.45; AMAZON.COM HEADQUARTERS,LIFE INSURANCE,1656.69; ASSURITY LIFE INSURANCE CO,VEHICLE REPAIR PARTS,34.36; AUTOZONE STORES, INC,DEPT SUPP,30.32; B & H INVESTMENTS, INC,ENERGY FUEL,176.04; BLACK HILLS GAS DISTRIBUTION LLC,JAN. SUP.,1527.59; BLUFFS SANITARY SUPPLY INC.,SCHOOLS & CONF,159.61; CALM NIGHTS, LLC,SUPP - PROPANE, TORCH KIT,91; CARR- TRUMBULL LUMBER CO, INC.,CELL PHONES,34.09; CELLCO PARTNERSHIP,DEPT SUP,746.88; CEMENTER'S INC,BKS,231.4; CENTER POINT INC,DEPT SUPP,1596.24; CITIBANK N.A.,INVEST SUPPL,474.77; CITIBANK, N.A.,SCHOOLS & CONF,47.56; CONSOLIDATED MANAGEMENT COMPANY,SUPP - SAND BAGS, DELIN. POSTS, BASE,92.81; CONTRACTORS MATERIALS INC.,ELECT. SUPP - BALLASTS, BULBS,1047.95; CRESCENT ELECT. SUPPLY COMP INC,DEPT SUPP,292.58; CYNTHIA GREEN,EQUIP MAINT,73.49; DALE'S TIRE & RETREADING, INC.,MONTHLY LONG DISTANCE,65.05; DAS STATE ACCOUNTING-CENTRAL FINANCE,OIL & ANTIFREEZE,165.51; DOOLEY OIL INC,SAMPLES,75.5; ENERGY LABORATORIES, INC,VEHICLE MTNC,135; FAT BOYS TIRE AND AUTO,POSTAGE,809.66; FEDERAL EXPRESS CORPORATION,AIR LINE REPAIR TO ENGINE TWO,226.35; FLOYD'S TRUCK CENTER, INC,EQUIP MTNC,325.93; FREMONT MOTOR SCOTTSBLUFF, LLC,UNIFORMS,160.57; GALLS INC,SPECIAL EVENT,173.98; GENERAL ELECTRIC CAPITAL CORPORATION,DEPT SUP,439.6; H D SUPPLY WATERWORKS LTD,SCHOOLS & CONF,12497.19; HANSEN, JOSH,DEPT SUP,39; HD SUPPLY FACILITIES MAINTENANCE LTD,EQUIP MAINT,2960.33; HEILBRUN'S INC.,REPAIR QUICK CONNECTS ON LOADER,1415.16; HENKEL'S MACHINE AND WELDING,FRAMES - DISPLAY

OF FLAG,2075.75; HOBBY LOBBY STORES INC,EQUIP MAINT,40.29; HULLINGER GLASS & LOCKS INC.,OIL & ANTIFREEZE,100.75; HYDROTEX PARTNERS, LTD,SUPP - MATS, TOWELS, CVRLLS,1993.18; IDEAL LAUNDRY AND CLEANERS, INC.,BLDG MAINT,377.17; INDEPENDENT PLUMBING AND HEATING, INC,BKS,11.82; INGRAM LIBRARY SERVICES INC,WITHHOLDINGS,32.75; INTERNAL REVENUE SERVICE,BLDG MAINT,68092.06; JOHN DEERE FINANCIAL,REPAIR - SENIOR CENTER,17.43; KENNETH LEROY DODGE,SCHOOLS & CONF,89; KITE, LANCE,SUPP - PLUG FUSES,240; KRIZ-DAVIS COMPANY,EQUIP MTNC,67.83; LOGAN CONTRACTORS SUPPLY INC,SCHOOLS & CONF,1993.74; LOPEZ STEVE,SCHOOL & CONF,89; MADER, PERRY,INSURANCE,51; MADISON NATIONAL LIFE,MONTHLY LEASE,1870.18; MAILFINANCE INC,SUPP - SHOP LIGHT,148.76; MENARDS, INC,LEGAL PUBLISHING,267.15; MIDLANDS NEWSPAPERS, INC,DEPT SUPPLIES,3937.39; MIDWEST MOTOR SUPPLY CO INC,CONTRACTUAL,478.69; MONUMENT PREVENTION COALITION,EQUIPMENT,939.94; MUNICIPAL PIPE TOOL CO, LLC,DEPT SUP,33670.3; MUNICIPAL SUPPLY INC. OF NEBRASKA,MEMBERSHIP,1110.66; NATIONAL RECREATION & PARK ASSOCIATION, INC.,MEMBERSHIP,330; NCMA,NE CHILD SUPPORT PYBLE,352; NE CHILD SUPPORT PAYMENT CENTER,CONTRACTUAL SVC,1492.93; NE COLORADO CELLULAR, INC,LOAN PAYMENT,74.74; NE DEPT OF ENVIRONMENTAL QUALITY,ELECTRIC,329399.1; NEBRASKA PUBLIC POWER DISTRICT,EQUIP MTNC,18589.21; NEMNICH AUTOMOTIVE,GROUND MAINT,111.95; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,CONTRACTUAL,5.87; ONE CALL CONCEPTS, INC,COLLECTION SYS REP,134.67; PANHANDLE CONCRETE PRODUCTS, INC,SAMPLES,593; PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL,72; PANHANDLE HUMANE SOCIETY,EQUIP MAINT,5023.88; PATTLEN ENTERPRISE, INC,SPECIAL EVENT,1754.32; PHOTOFUNK PHOTOGRAPHY,HEALTH SAVINGS,200; PLATTE VALLEY BANK,POSTAGE,13796.18; POSTMASTER,REPAIR LOADER COUPLER DAMAGE,869.95; POWERPLAN,DEPT SUPPL,5583.56; QUILL CORPORATION,EQUIP MTNC,142.57; REGANIS AUTO CENTER, INC,CLAIMS,670.75; REGIONAL CARE INC,CONTRACTUAL,112635.16; REVIZE LLC,ELECTRIC POWER,2568; ROOSEVELT PUBLIC POWER DISTRICT,EMPLOYEE DEDUCTION,2007.19; S M E C,EQUIP MAINT,179.5; SANDBERG IMPLEMENT, INC,FIRE EE DUES,190.2; SCB FIREFIGHTERS UNION LOCAL 1454,ROOF REPAIRS ON DRYER VENT LEAK,165; SCHANK ROOFING,POLICE EE DUES,103.16; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,UNIFORM & CLOTHING,528; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,SCHOOLS & CONF,108; SCOTTSBLUFF/GERING CHAMBER OF COMMERCE,EQUIP MTNC,10; SHERWIN WILLIAMS,CONCRETE FOR SIDEWALK REPAIR,473.45; SIMON CONTRACTORS,BUILD. MNTC.,2470; SNELL SERVICES INC.,SPECIAL EVENT,75; STABLE PRODUCTIONS INC,SAMPLES,1000; STATE HEALTH LAB,CONTRACTUAL,279; STATE OF NE.,HIDTA CAR LEASE,105; TOYOTA MOTOR CREDIT CORPORATION,VEH MAINT,365.69; TRANS IOWA EQUIPMENT LLC,CONTRACTUAL,29.1; UNITED RENTALS (NORTH AMERICA), INC,UNIFORM SHIRTS,1749.91; US BANK,DEFERRED COMP,1163.51; VANTAGEPOINT TRANSFER AGENTS-300793,ROTH IRA,655; VANTAGEPOINT TRANSFER AGENTS-705437,RETIREMENT,530; WELLS FARGO BANK, N.A.,DEPT SUPP,34489.68; WESTERN COOPRTATIVE COMPANY,FIRST AID KIT SUPPLIES,398.57; WYOMING FIRST AID & SAFETY SUPPLY, LLC,YMCA,125.14; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,1553.75; REFUNDS: NANCE 180.56; 1ST CHURCH OF GOD 18.32; BENTANCOURT 24.28; BARAJAS 14.48; STREETS 86.84.

City Manager Johnson presented Resolution No. 16-12-01, request for reimbursement of expenses related to engineering expenses to Baker and Associates for Paving District #313. Moved by

Mayor Meininger, seconded by Council Member Gonzales, “to approve the request for payment of a claim to Baker and Associates by warrant for Paving District #313, Owen/Avenue G Subdivision and approve Resolution No. 16-12-01,” “YEAS”, Gonzales, Colwell, Meininger, McCarthy and Shaver, “NAYS” None. Absent: None.

RESOLUTION NO. 16-12-01

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

That the claim of Baker & Associates in the amount of $4,995.00, being the sixth pay estimate for Paving District #313, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

Passed and approved this 5th day of December, 2016.

____
Mayor

ATTEST:

____
City Clerk

“seal”

City Manager Johnson presented the following bids with trade-in credit for a new industrial tractor with loader and backhoe: Nebraska Machinery $72,500.00; Murphy Tractor $81,191.00; and Titan Machinery $83,293.84. After review of the bids, staff is recommending awarding the bid from Nebraska Machinery as the best and lowest bid. Moved by Council Member Gonzales, seconded by Council Member Colwell, “to award the bid to Nebraska Machinery for the purchase of One, New Industrial Tractor with Loader and Backhoe in the amount of $72,500.00 with trade-in,” “YEAS”, Gonzales, Colwell, Meininger, McCarthy and Shaver, “NAYS” None. Absent: None.

Tom West with Thomas P. Miller and Associates (TPMA) was present to discuss their partnership with the City and their building process. The Strategic Plan and community assessments are complete with recommendation for improvements to the economic development process and site selection. The Areas of Focus include Organization; Business Recruitment, Retention & Expansion; Quality of Place; and Talent/Workforce Quality. TPMA has provided consulting services for the City of Scottsbluff, focusing on regionalism and implementation of the Strategic Plan.

Phase III will focus on developing Scottsbluff’s business recruitment outcomes through increased marketing to reach site selectors. The components for site selection include website best practices, site and building database best practices, conferences and trade shows, and utilization of a site selector database. Mr. West stressed the importance of a strong economic development website. TPMA will remain available to support Scottsbluff as needed.

Mayor Meininger commented that the top two priorities for the City will be to hire an Economic Development Director who is held accountable and has passion for our community growth; as we go through the plan, it's important to use the implementation matrix. Council Member Gonzales commented that he feels we have had a good working relationship with TPMA and our area is better because of them. Mayor Meininger asked about the average national time frame before we would see results from implementation of this strategic plan. Mr. West commented that we need to look at sustainability and stability - spending resources to help companies grow roots. In order for something to happen in twenty years, we need to get started now. It's imperative to focus on the next generation and avoid "brain drain".

Council reviewed the letter of interest and resume from Cathy Eastman to fill the vacated position of Seth Covalt on the Community Redevelopment Agency. Ms. Eastman explained that she has been very involved with the Pathway project and sees the importance of improving our biking and walking paths. These are amenities that help draw people to our area. She is a retired veterinarian and her leadership experience includes serving on a wide variety of youth organizations, including School Board President of Community Christian School and Riverside Discovery Center Board member. She is interested in community projects to improve the vitality and growth of our area. Moved by Mayor Meininger, seconded by Council Member Shaver, "to appoint Cathy Eastman to fill the position vacated by Seth Covalt on the Community Redevelopment Authority," "YEAS", Gonzales, Colwell, Meininger, McCarthy and Shaver, "NAYS" None. Absent: None.

City Manager Johnson presented the eCenter contract with Twin Cities Development (TCD) for council's consideration. He explained that there are some significant changes to the agreement including the provisions to meet the needs of entrepreneurs such as workshops, seminars and access to industry specific experts. Resources will be provided through outside partnerships with WNCC, Nebraska Business Development Center (NBDC) and Service Corps of Retired Executives (SCORE). In addition, workspace will also be provided for each tenant will include utilities, internet access, administrative support, copier and fax machine, post office drop box, and any other items required to assist tenants.

An eligible tenant needs to be considered a "Qualifying Business" under the Program, which currently precludes any retail businesses; it must be a service or manufacturing business. A start-up business must also be a new business. Council Member Shaver asked how long a business can remain as a "start-up" business. Mr. Johnson commented that this is something they are working on, with adding a potential graduation date from the eCenter. TCD will need to provide information showing how the support payments are benefitting the eCenter. He added that TPMA emphasized the importance of promoting entrepreneurism as a program. They focused on the value of recruiting young businesses, and providing services.

City Manager Johnson added that the administrative part of the contract is what we need; however, we want to emphasize that this is providing a program, not necessarily the real estate. Mr. Johnson noted that we do not have a budget from TCD regarding the eCenter agreement, so he is not comfortable recommending approval of the agreement, unless it is "conditional" upon receipt of the budget.

Council Member Shaver commented that he would like a timeline and progress reports from those using the eCenter. In addition, we need clarification and accountability regarding use of the funds. We should not be subsidizing rent with this project. Council Member Gonzales added that we need the same accountability that we require from our other LB840 recipients. Mayor Meininger commented that we need to have a time frame for the assistance at the eCenter. Tom West with TPMA commented that the time frame for most businesses to complete their entrepreneurial training is no longer than three years.

Council agreed that the agreement is in need of additional clarification regarding definitions of a start-up business or new business. City Attorney Olsen commented that an existing business can decide to create with in its own business, a subsidiary or start-up of another business, or a derivative of what they are doing. City Manager Johnson added that we need to make sure the eCenter is sustainable.

Council Member Gonzales commented that if TCD had knowledge of the components of an eCenter, they would create the contract using their Economic Development expertise. He feels we are wasting our time creating a contract for them, they should be creating the contract. Mayor Meininger added that a template from an existing eCenter would be helpful.

Mayor Meininger commented that it appears to be the consensus of the Council to send the agreement back to staff, and ask WNCC for assistance. Mr. West agreed that there are many models out there and WNCC is a great resource. Mr. Olsen informed the Council that WNCC has an Advisory Council with members who have business and educational experience to give guidance. Mayor Meininger suggested having the individual businesses apply directly to the LB840 Application Review Committee for entrepreneurial assistance, then we can hold the business accountable, like we structure other LB840 agreements.

Nathan Green, citizen, asked if we could use the Economic Development Director position to oversee the progression. Tom West recommended a process where the business would graduate out of program and move forward. The Economic Development director can definitely assist with this process.

Moved by Mayor Meininger, seconded by Council Member Shaver, "to have the businesses seeking entrepreneurial assistance apply directly to the LB840 Application Review Committee," "YEAS", Gonzales, Colwell, Meininger, McCarthy and Shaver, "NAYS" None. Absent: None.

City Manager Johnson presented the Tax Increment Financing document. The Program Criteria requires the project to be located within a designated Blighted and Substandard area, if the property is not located in this designation, the applicant may submit a request to conduct a study to determine if it qualifies as Blighted and Substandard. The City wants to use these studies to decrease the cost for developers and assist in driving the development and growth. The document includes guidelines for the application process, which includes a $250.00 application fee. Only projects that can support a $50,000.00 TIF bond will be considered. The processing fee schedule will be conducive to the development. These fees will cover the administrative costs, with any additional revenue going to the Community Redevelopment Authority (CRA) to assist with additional projects.

Joanne Philips, CRA Board Member, commented that the board looked at other communities to compare and see how they fund themselves. This Tax Increment Financing document is the best plan for our community. During some of the neighborhood meetings, it was evident that the community is supportive of improvements, and the CRA would like to make improvements if there are additional funds available. Council Member Shaver added that he agrees that the developers pay the Application and Processing fees, not the taxpayers. Moved by Mayor Meininger, seconded by Council Member Colwell, "to approve the Tax Increment Financing Document," "YEAS", Gonzales, Colwell, Meininger, McCarthy and Shaver, "NAYS" None. Absent: None.

Mr. Johnson presented the contract for copier maintenance for the Water and Wastewater office. Moved by Council Member Shaver, seconded by Council Member McCarthy, "to approve the copier Service Contract for the Water and Wastewater office copier and authorize the Mayor to sign the contract," "YEAS", Gonzales, Colwell, Meininger, McCarthy and Shaver, "NAYS" None. Absent: None.

City Manager Johnson presented the request from the Public Safety Department to reallocate the balance of Capital Improvement funds to purchase a new server for the Public Safety Department. The current server has failed, and the department is experiencing a lack of sufficient back up. They would like to allocate the remaining funds from their patrol vehicle budget to purchase the server to be used by Police and Fire. The approved CIP budget was $90,000.00 for the purchase of new patrol cars; the actual amount used to date is $75,680.00, leaving a balance of $14,320.00. The Public Safety Department is requesting reallocation of this amount to purchase a new server.

Captain Brian Wasson reported that their current server is at capacity. The new one they are looking at allows for additional memory and will accommodate the Fire Department's new record's management program. Council Member Shaver commented that it's important to purchase a server with adequate back-up. Mayor Meininger added, that this agenda item calls for the reallocation of funds to provide for the purchase, which can be authorized by the City Manager. Moved by Mayor Meininger, seconded by Council Member Gonzales, "to approve the reallocation of Capital Improvement funds to purchase a new server for the Public Safety Department," "YEAS", Gonzales, Colwell, Meininger, McCarthy and Shaver, "NAYS" None. Absent: None.

Regarding the traffic signal Resolution, City Manager Johnson explained that a recent wind storm broke the mast arm of the traffic signal located at Avenue I and West 27th Street, and city staff replaced it with the mast arm located at the pedestrian crossing at West 27th Street and Avenue D. This mast arm fit the intersection at Avenue I, which is an extremely busy intersection. The mast arms from Broadway are too small for this intersection.

Katie Bradshaw, resident, asked if there would be a replacement for this crossing, as she feels it's an important crossing. Mark Bohl, Public Works Director, added that this is an old traffic light and does not keep a count of the use. When a study was done a few years ago, the intersection did not warrant a light. Ms. Bradshaw's concern was that 27th Street is a barrier for walking paths and this was one place people could cross. Mayor Meininger asked if we could request a traffic study at that intersection. Mr. Bohl stated that we can do the study with our engineers, and possibly install a flashing light. Captain Wasson will inform the police officers to watch closely at the pedestrian. Moved by Council Member Shaver, seconded by Council Member Colwell, "to deny the Resolution authorizing the removal of the traffic signal located at Ave. D and 27th Street to replace the signal located at Ave. I and 27th Street." Council agreed to rescind the motion because the traffic signal has already been removed.

City Attorney Olsen suggested acknowledging the removal of the traffic signal as an emergency action, and bringing another Resolution back to Council which includes the findings of the traffic study at Avenue D and West 27th Street.

Moved by Council Member Shaver, seconded by Mayor Meininger, "to acknowledge the removal of the traffic signal located at the intersection of Avenue D and West 27th Street as an emergency action, using it to replace the traffic signal at the Avenue I and West 27th Street intersection; and directed staff to bring back another resolution to incorporate findings of the traffic study to determine the future of the Avenue D and West 27th Street traffic signal," "YEAS", Gonzales, Colwell, Meininger, McCarthy and Shaver, "NAYS" None. Absent: None.

City Manager Johnson explained that as part of the downtown bulb-out project and development of the downtown plaza, the Block of 18th Street from Broadway to 1st Avenue has been closed. The resolution is to acknowledge the blocking of this street. Moved by Council Member Colwell, seconded by Mayor Meininger, "to approve Resolution No. 16-12-02, authorizing the closure of 18th Street from Broadway to 1st Avenue, "YEAS", Gonzales, Colwell, Meininger, and McCarthy, "NAYS" Shaver. Absent: None.

RESOLUTION NO. 16-12-02

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

A. WHEREAS, the City of Scottsbluff has completed numerous public improvements, in particular along Broadway, as part of new design to downtown Scottsbluff, including the addition of a public plaza on 18th Street.

B. WHEREAS, the City Council of the City of Scottsbluff, through its authority under Chapters 20 and 22 of the Scottsbluff Municipal Code find that the public safety, convenience and welfare require that a portion of 18th Street from Broadway east to 1st Avenue, be closed and no longer used for vehicular traffic.

NOW, THEREFORE, BE IT RESOLVED by the City Council that vehicular traffic on 18th Street from Broadway east to 1st Avenue shall be prohibited and the area shall be used as part of the public plaza in the improvements made in the downtown Scottsbluff area. Appropriate barriers are ordered to be constructed to prevent vehicular traffic on this portion of 18th Street which shall be closed to vehicular traffic until further order of the City Council.

This Resolution shall become effective following its passage and approval.

Passed and approved on ___________________, 2016.

____
Mayor

ATTEST:

____

City Clerk

City Manager Johnson presented a revised sewer user fee Ordinance, correcting some errors found in the previously adopted Ordinance. Mayor Meininger introduced Ordinance 4201 which was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE IN REGARD TO SEWER USER FEES OUTSIDE OF CITY LIMITS AND CORRECTING THE WATER SERVICE RATE PER THOUSAND GALLONS UP TO TEN THOUSAND GALLONS, AT CHAPTER 6 ARTICLE 6, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, PROVIDING FOR PUBLICATION BY PAMPHLET FORM 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 Colwell, "that Ordinance No. 4201 be adopted," "YEAS", Colwell, Meininger, McCarthy, and Gonzales, "NAYS", Shaver. Absent: None.

Under Council Reports, Mayor Meininger reported that there will be a Senior Center Meeting on December 6th; Council Member Gonzales reported that PADD will meet on December 8th; Council Member Shaver commented on the success of the Christmas Parade downtown.

Under Student Council Reports, Student Representative Chance Parker gave the Council an update on activities at Scottsbluff High School. Jacob Krul, Student Representative, was also present.

Moved by Council Member Shaver, seconded by Council Member Colwell, “to adjourn the meeting at 7:55 p.m.,” “YEAS”, Gonzales, Colwell, Meininger, McCarthy and Shaver, “NAYS” None. Absent: None.

____

Mayor

Attest:

____

City Clerk

“SEAL”

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Consent2

Approve the minutes of the December 7, 2016 Special Joint City Council Meeting with Gering.

Staff Contact: Cindy Dickinson, City Clerk

THE OFFICIAL PROCEEDINGS OF THE JOINT SPECIAL MEETING OF THE GERING CITY COUNCIL AND THE SCOTTSBLUFF CITY COUNCIL
December 7, 2016

A special meeting of the Gering City Council and the Scottsbluff City Council, Nebraska was held in open session on December 7, 2016 at 12:00 p.m. at Gering City Hall, 1025 P Street, Gering, NE. Present for the City of Gering were Mayor Kaufman and Councilmembers Smith, Christensen, Gibbs, Holliday, O'Neal, Morrison and Cowan. Also present were City Administrator Lane Danielzuk, City Clerk Kathy Welfl and City Attorney Jim Ellison. Absent was Councilmember Allred. Notice of the meeting was given in advance by publication in the Gering Citizen, the designated method of giving notice.

A notice of the meeting of the Scottsbluff City Council had been published on December 2, 2016, 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 December 2, 2016.

Present for the City of Scottsbluff were Mayor Meininger and Councilmembers Gonzales, Shaver, McCarthy and Colwell. Also present were City Manager Nathan Johnson, City Clerk Cindy Dickinson and City Attorney Kent Hadenfeldt.

All proceedings hereafter were taken while the meeting was open to the attendance of the public except as otherwise indicated.

CALL TO ORDER
Mayor Kaufman called the meeting to order at 12:00 p.m. The Mayor stated that there was a quorum of the Councils and City business could be conducted.

1. Recital of the Pledge of Allegiance
2. Roll Call

OPEN MEETINGS ACT - NEB.REV.STAT. CHAPTER 84, ARTICLE 14
Mayor Kaufman stated: As required by State Law, public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room. Agenda items may be moved up or down on the agenda at the discretion of the Mayor. As required by State Law, additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless they are considered under this section of the agenda and Council determines that the matter requires emergency action.

There were no changes to the agenda.

CURRENT BUSINESS:

1. **Consider the purchase of real estate - generally located in Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, identified as follows: Section 36: East ½ South East ¼.**

Mayor Kaufman entertained a motion by the Gering City Council regarding the purchase of real estate generally located in Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, identified as follows: Section 36: East ½ South East ¼.

> **Councilmember Smith moved that the Gering City Council consider the potential purchase of real estate consisting of approximately 83 acres owned by Leo Hoehn generally located in the E ½ (half) of SE ¼ (quarter) including government lot 5 of Section 36, Township 22 North, Range 55 West of the 6th Principle Meridian in Scotts Bluff County from the City's LB840 Economic Development Fund for an industrial site subject to all statutory requirements for cities of the first class. Second by Councilmember Morrison.**

Discussion: Councilmember Christensen asked if $726,000 is the asking price. Administrator Danielzuk replied that that is the price that has been put into the purchase agreement, correct. Councilmember Christensen asked how the $726,000 will be recouped. Mayor Kaufman replied that we would recoup that through the sale of the future development of that site. Funds can also be recouped because it is an agricultural use; once the acquisition is acquired we could go out and get a financing activity and replenish a portion of the funds utilized for the acquisition to replenish the LB840 funds. From the cash rent on the property that would make that debt service payment which would not burden anybody's budget going forward and then we could leverage our LB840 funds to make the acquisition. Councilmember Christensen asked if we'd be able to recover all those costs or would we have to renegotiation with the buyer. Mayor Kaufman replied that he would hope we would be able to recover all those costs. Councilmember Christensen said he thinks all our Councilmembers received an email from Jean Bauer who had resources to report to us that that property was purchased for $630,000 and he's curious as to whether or not our number is a bit high. Mayor Kaufman replied that typically when cities purchase properties they have an appraisal done because we want fair market value for properties and we've done all of that. Councilmember Christensen stated that to him that's a pretty good spread between what it was purchased for by the owner and what we are now paying for it. He hopes we are not setting a precedent for future buys of those parcels that will be required for this industrial park. He thinks the industrial park idea between Scottsbluff and Gering is great and a very huge undertaking but he thinks we should be really careful of the dollars involved. He thinks Jean Bauer has a legitimate concern. Mayor Kaufman replied "Duly noted".

> **The Clerk called the roll. "AYES": Smith, Christensen, Gibbs, Holliday, O'Neal, Morrison. "NAYS": Cowan. Abstaining: None. Absent: Allred. Motion Carried.**

Mayor Meininger entertained a motion by the Scottsbluff City Council to consider the potential purchase of real estate consisting of approximately 83 acres owned by Leo Hoehn generally located in the E ½ (half) of SE ¼ (quarter) including government lot 5 of Section 36, Township 22 North, Range 55 West of the 6th Principle Meridian in Scotts Bluff County from the City's LB840 Economic Development Fund for an industrial site subject to all statutory requirements for cities of the first class.

> **Motion by Councilmember Gonzales to consider the potential purchase of real estate consisting of approximately 83 acres owned by Leo Hoehn generally located in the E ½ (half) of SE ¼ (quarter) including government lot 5 of Section 36, Township 22 North, Range 55 West of the 6th Principle Meridian in Scotts Bluff County from the City's LB840**

Economic Development Fund for an industrial site subject to all statutory requirements for cities of the first class. Second by Councilmember McCarthy. There was no discussion. The Clerk called the roll. "AYES": Gonzales, Colwell, Meininger, McCarthy, "NAYS": Shaver. Abstaining: None. Absent: None. Motion Carried.

CLOSED SESSION:
(Council reserves the right to enter into closed session if deemed necessary.)

ADJOURN

Motion by Councilmember Morrison to adjourn. Second by Councilmember Cowan. There was no discussion. The Clerk called the roll. "AYES": Smith, Christensen, Gibbs, Holliday, O'Neal, Morrison and Cowan. "NAYS": None. Abstaining: None. Absent: Allred. Motion Carried.

Motion by Councilmember Shaver to adjourn, second by Councilmember Colwell. There was no discussion. The Clerk called the roll. "AYES": Gonzales, Colwell, Meininger, Shaver, McCarthy. "NAYS": None. Abstaining: None. Absent: None. Motion Carried.

Meeting adjourned at 12:10 p.m.

____
Randy Meininger, Mayor

ATTEST:

____
Cynthia A. Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Consent3

Set a public hearing for January 3, 2017 at 6:05 p.m. to consider a Class Z Liquor License application for Great Plains distillery LLC dba Great Plains Distillery, 213 West Railway, Scottsbluff, NE.

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Consent4

Council to set a public hearing for January 3, 2017 at 6:05 p.m. for the Board of Equalization to assess payments for Paving District 312 and Water District 105.

Staff Contact: Liz Hilyard, Finance Director

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Consent5

Council to set a public hearing for January 3, 2017 at 6:05 p.m. to consider a rezone of properties located at 2214, 2218, and 2222 1st Ave. situated in the NE ¼ of Block 22, North Scottsbluff Addition, City of Scottsbluff, Nebraska, from R-1a Residential to C-1 Central Business District.

Staff Contact: **Annie Folck, City Planner**

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Liz Hilyard, Finance Director

Expense Approval Report

By Vendor Name

Post Dates 12/06/2016 - 12/19/2016

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00393 - ACTION COMMUNICATIONS INC.					
Fund: 111 - GENERAL					
800 radio repair	EQUIPMENT MAINTENANCE				398.00
				Fund 111 - GENERAL Total:	**398.00**
Fund: 218 - PUBLIC SAFETY					
CIP-PO#1	EQUIPMENT				625.00
				Fund 218 - PUBLIC SAFETY Total:	**625.00**
Fund: 621 - ENVIRONMENTAL SERVICES					
INTERNET SERVICE	DEPARTMENT SUPPLIES				27.50
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**27.50**
Fund: 631 - WASTEWATER					
INTERNET SERVICE	DEPARTMENT SUPPLIES				27.50
				Fund 631 - WASTEWATER Total:	**27.50**
				Vendor 00393 - ACTION COMMUNICATIONS INC. Total:	**1,078.00**
Vendor: 09669 - ALVARO SILVA					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				250.00
CONTRACTUAL	CONTRACTUAL SERVICES				810.00
CONTRACTUAL	CONTRACTUAL SERVICES				245.00
				Fund 111 - GENERAL Total:	**1,305.00**
				Vendor 09669 - ALVARO SILVA Total:	**1,305.00**
Vendor: 09713 - AMERICAN FUTURE SYSTEMS INC					
Fund: 111 - GENERAL					
PUBLICATIONS	PUBLICATIONS				124.95
				Fund 111 - GENERAL Total:	**124.95**
				Vendor 09713 - AMERICAN FUTURE SYSTEMS INC Total:	**124.95**
Vendor: 02118 - ANITA'S GREENSCAPING INC					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				272.22
				Fund 111 - GENERAL Total:	**272.22**
Fund: 216 - BUSINESS IMPROVEMENT					
PRKNG LOT MNTNCE	CONTRACTUAL SERVICES				758.89
				Fund 216 - BUSINESS IMPROVEMENT Total:	**758.89**
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				230.00
				Fund 661 - STORMWATER Total:	**230.00**
				Vendor 02118 - ANITA'S GREENSCAPING INC Total:	**1,261.11**
Vendor: 04575 - AUTOZONE STORES, INC					
Fund: 111 - GENERAL					
Diesel Def fluid	VEHICLE MAINTENANCE				25.00
VEH MAINT	VEHICLE MAINTENANCE				70.28
				Fund 111 - GENERAL Total:	**95.28**
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				56.48
equip mtnc	EQUIPMENT MAINTENANCE				117.04
equip mtnc	EQUIPMENT MAINTENANCE				122.08
equip mtnc	EQUIPMENT MAINTENANCE				39.79

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
equip mtnc	EQUIPMENT MAINTENANCE				32.15
				Fund 725 - CENTRAL GARAGE Total:	**367.54**
				Vendor 04575 - AUTOZONE STORES, INC Total:	**462.82**
Vendor: 00295 - B & H INVESTMENTS, INC					
Fund: 111 - GENERAL					
Jan. sup.	JANITORIAL SUPPLIES				29.50
BLDG MAINT	BUILDING MAINTENANCE				10.25
BLDG MAINT	BUILDING MAINTENANCE				10.25
				Fund 111 - GENERAL Total:	**50.00**
				Vendor 00295 - B & H INVESTMENTS, INC Total:	**50.00**
Vendor: 00271 - B&C STEEL CORPORATION					
Fund: 212 - TRANSPORTATION					
IRON FOR 18TH ST. PIPE BALLA...	STREET MAINTENANCE				387.04
				Fund 212 - TRANSPORTATION Total:	**387.04**
				Vendor 00271 - B&C STEEL CORPORATION Total:	**387.04**
Vendor: 00538 - BARCO MUNICIPAL PRODUCTS INC					
Fund: 212 - TRANSPORTATION					
SUPP - 42" CONES	DEPARTMENT SUPPLIES				1,373.30
				Fund 212 - TRANSPORTATION Total:	**1,373.30**
				Vendor 00538 - BARCO MUNICIPAL PRODUCTS INC Total:	**1,373.30**
Vendor: 09717 - BEHAVIORAL MEDICINE ASSOC LLC					
Fund: 111 - GENERAL					
PRE-EMPLOYMENT SCREENING ..	CONTRACTUAL SERVICES				416.00
				Fund 111 - GENERAL Total:	**416.00**
				Vendor 09717 - BEHAVIORAL MEDICINE ASSOC LLC Total:	**416.00**
Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
Jan. sup.	JANITORIAL SUPPLIES				135.46
DEPT SUPPL	DEPARTMENT SUPPLIES				113.19
DEPT SUPPL	DEPARTMENT SUPPLIES				113.19
				Fund 111 - GENERAL Total:	**361.84**
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				74.60
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**74.60**
				Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:	**436.44**
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
Cont. svcs.	CONTRACTUAL SERVICES				99.10
EQUIPMENT MAINT	EQUIPMENT MAINTENANCE				108.06
				Fund 111 - GENERAL Total:	**207.16**
				Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:	**207.16**
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.					
Fund: 212 - TRANSPORTATION					
SUPP - SNAP LINKS, EYE BOLTS	DEPARTMENT SUPPLIES				13.36
SUPP - QUICK LINK	DEPARTMENT SUPPLIES				8.48
				Fund 212 - TRANSPORTATION Total:	**21.84**
				Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:	**21.84**
Vendor: 07911 - CELLCO PARTNERSHIP					
Fund: 212 - TRANSPORTATION					
CELL PHONE FOR ON CALL	TELEPHONE				16.05
				Fund 212 - TRANSPORTATION Total:	**16.05**
Fund: 631 - WASTEWATER					
CELL PHONES	CELLULAR PHONE				48.71
				Fund 631 - WASTEWATER Total:	**48.71**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
CELL PHONES	CELLULAR PHONE				84.83
				Fund 641 - WATER Total:	**84.83**
				Vendor 07911 - CELLCO PARTNERSHIP Total:	**149.59**
Vendor: 00363 - CEMENTER'S INC					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				304.96
				Fund 641 - WATER Total:	**304.96**
				Vendor 00363 - CEMENTER'S INC Total:	**304.96**
Vendor: 03785 - CENTRAL STATES WIRE PRODUCTS INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				1,590.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**1,590.00**
				Vendor 03785 - CENTRAL STATES WIRE PRODUCTS INC. Total:	**1,590.00**
Vendor: 07250 - CHRIS REYES					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				431.99
				Fund 111 - GENERAL Total:	**431.99**
				Vendor 07250 - CHRIS REYES Total:	**431.99**
Vendor: 02396 - CITIBANK N.A.					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				43.77
				Fund 111 - GENERAL Total:	**43.77**
Fund: 212 - TRANSPORTATION					
SUPP - LAMINATE SNOW ROUTE..	DEPARTMENT SUPPLIES				19.37
				Fund 212 - TRANSPORTATION Total:	**19.37**
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				20.99
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**20.99**
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				227.18
				Fund 641 - WATER Total:	**227.18**
				Vendor 02396 - CITIBANK N.A. Total:	**311.31**
Vendor: 00484 - CITY OF GERING					
Fund: 111 - GENERAL					
CONTRACTUAL	CONTRACTUAL SERVICES				42.27
				Fund 111 - GENERAL Total:	**42.27**
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				39,604.20
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**39,604.20**
				Vendor 00484 - CITY OF GERING Total:	**39,646.47**
Vendor: 00367 - CITY OF SCB					
Fund: 111 - GENERAL					
PETTY CASH	DEPARTMENT SUPPLIES				19.88
PETTY CASH	POSTAGE				9.75
PETTY CASH	POSTAGE				6.30
				Fund 111 - GENERAL Total:	**35.93**
Fund: 641 - WATER					
PETTY CASH	LICENSE/PERMITS				57.50
				Fund 641 - WATER Total:	**57.50**
				Vendor 00367 - CITY OF SCB Total:	**93.43**
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY					
Fund: 713 - CASH & INVESTMENT POOL					
INSURANCE	LIFE INS EE PAYABLE				22.75

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
INSURANCE	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: 00706 - COMPUTER CONNECTION INC					
Fund: 111 - GENERAL					
RENT-MACH	RENT-MACHINES				49.80
				Fund 111 - GENERAL Total:	**49.80**
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				2,247.00
				Fund 631 - WASTEWATER Total:	**2,247.00**
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				2,247.00
				Fund 641 - WATER Total:	**2,247.00**
				Vendor 00706 - COMPUTER CONNECTION INC Total:	**4,543.80**
Vendor: 00267 - CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				41.18
DEPT SUPP	DEPARTMENT SUPPLIES				62.72
				Fund 111 - GENERAL Total:	**103.90**
Fund: 212 - TRANSPORTATION					
SUPP - NYLON SLINGS, TARP ST...	DEPARTMENT SUPPLIES				98.00
				Fund 212 - TRANSPORTATION Total:	**98.00**
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				109.76
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**109.76**
				Vendor 00267 - CONTRACTORS MATERIALS INC. Total:	**311.66**
Vendor: 00146 - COURT ADMINISTRATORS OFFICE					
Fund: 111 - GENERAL					
2016 NE STATUTE UPDATES	DEPARTMENT SUPPLIES				137.50
				Fund 111 - GENERAL Total:	**137.50**
				Vendor 00146 - COURT ADMINISTRATORS OFFICE Total:	**137.50**
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY				211.08
				Fund 713 - CASH & INVESTMENT POOL Total:	**211.08**
				Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:	**211.08**
Vendor: 07689 - CYNTHIA GREEN					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				119.99
				Fund 111 - GENERAL Total:	**119.99**
				Vendor 07689 - CYNTHIA GREEN Total:	**119.99**
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				1,044.36
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**1,044.36**
				Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:	**1,044.36**
Vendor: 00302 - DITCH-WITCH OF WEST TEXAS INC					
Fund: 213 - CEMETERY					
EQUIP MAINT	EQUIPMENT MAINTENANCE				489.46
				Fund 213 - CEMETERY Total:	**489.46**
				Vendor 00302 - DITCH-WITCH OF WEST TEXAS INC Total:	**489.46**
Vendor: 07421 - DUANE E. WOHLERS					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				450.00

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
disposal fees	DISPOSAL FEES				450.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**900.00**
				Vendor 07421 - DUANE E. WOHLERS Total:	**900.00**
Vendor: 08173 - DXP ENTERPRISES INC					
Fund: 111 - GENERAL					
calibration gas for monitors	EQUIPMENT MAINTENANCE				254.70
				Fund 111 - GENERAL Total:	**254.70**
				Vendor 08173 - DXP ENTERPRISES INC Total:	**254.70**
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				13,104.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**13,104.00**
				Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:	**13,104.00**
Vendor: 00069 - ENVIRONMENTAL ANALYSIS SOUTH, INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				437.90
CONTRACTUAL SVC	CONTRACTUAL SERVICES				468.00
				Fund 631 - WASTEWATER Total:	**905.90**
				Vendor 00069 - ENVIRONMENTAL ANALYSIS SOUTH, INC Total:	**905.90**
Vendor: 01790 - ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				300.00
				Fund 631 - WASTEWATER Total:	**300.00**
				Vendor 01790 - ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC Total:	**300.00**
Vendor: 00222 - FARMERS IRRIGATION DISTRICT					
Fund: 111 - GENERAL					
2017 O & M ASSESSMENT	CONTRACTUAL SERVICES				2,028.00
				Fund 111 - GENERAL Total:	**2,028.00**
				Vendor 00222 - FARMERS IRRIGATION DISTRICT Total:	**2,028.00**
Vendor: 02460 - FASTENAL COMPANY					
Fund: 111 - GENERAL					
VEHICLE MAINT	VEHICLE MAINTENANCE				22.98
VEHI MAINT	VEHICLE MAINTENANCE				30.18
				Fund 111 - GENERAL Total:	**53.16**
				Vendor 02460 - FASTENAL COMPANY Total:	**53.16**
Vendor: 00548 - FEDERAL EXPRESS CORPORATION					
Fund: 641 - WATER					
POSTAGE	POSTAGE				51.60
POSTAGE	POSTAGE				55.05
				Fund 641 - WATER Total:	**106.65**
				Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	**106.65**
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC					
Fund: 111 - GENERAL					
VEHICLE MAINT	VEHICLE MAINTENANCE				270.00
				Fund 111 - GENERAL Total:	**270.00**
				Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:	**270.00**
Vendor: 05600 - GALLS INC					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				41.99
UNIFORMS	UNIFORMS & CLOTHING				119.97
UNIFORMS	UNIFORMS & CLOTHING				26.60
UNIFORMS	DEPARTMENT SUPPLIES				38.37
UNIFORMS	UNIFORMS & CLOTHING				-41.99

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
UNIFORMS	UNIFORMS & CLOTHING				-119.97
				Fund 111 - GENERAL Total:	**64.97**
				Vendor 05600 - GALLS INC Total:	**64.97**
Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				36.60
				Fund 111 - GENERAL Total:	**36.60**
				Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:	**36.60**
Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC					
Fund: 212 - TRANSPORTATION					
SUPP - COLLAR ASSY FOR AVE. B	DEPARTMENT SUPPLIES				103.46
				Fund 212 - TRANSPORTATION Total:	**103.46**
				Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total:	**103.46**
Vendor: 00397 - GFOA					
Fund: 111 - GENERAL					
MEMBERSHIP - N. JOHNSON	MEMBERSHIPS				150.00
				Fund 111 - GENERAL Total:	**150.00**
				Vendor 00397 - GFOA Total:	**150.00**
Vendor: 09610 - GRAY TELEVISON GROUP INC					
Fund: 661 - STORMWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				760.00
				Fund 661 - STORMWATER Total:	**760.00**
				Vendor 09610 - GRAY TELEVISON GROUP INC Total:	**760.00**
Vendor: 06671 - H D SUPPLY WATERWORKS LTD					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				1,098.00
METERS	METERS				216.28
				Fund 641 - WATER Total:	**1,314.28**
				Vendor 06671 - H D SUPPLY WATERWORKS LTD Total:	**1,314.28**
Vendor: 04371 - HAWKINS, INC.					
Fund: 641 - WATER					
CHEMICALS	CHEMICALS				921.45
				Fund 641 - WATER Total:	**921.45**
				Vendor 04371 - HAWKINS, INC. Total:	**921.45**
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				1,507.19
				Fund 631 - WASTEWATER Total:	**1,507.19**
				Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:	**1,507.19**
Vendor: 00861 - HEILBRUN'S INC.					
Fund: 111 - GENERAL					
new batteries for dive bus	VEHICLE MAINTENANCE				330.64
EQUIP MAINT	EQUIPMENT MAINTENANCE				15.84
BLDG MAINT	BUILDING MAINTENANCE				44.10
				Fund 111 - GENERAL Total:	**390.58**
Fund: 212 - TRANSPORTATION					
SUPP - IMPACT SOCKET	DEPARTMENT SUPPLIES				23.26
				Fund 212 - TRANSPORTATION Total:	**23.26**
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtnc	EQUIPMENT MAINTENANCE				189.90
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**189.90**
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				52.92

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUP	DEPARTMENT SUPPLIES				14.70
				Fund 631 - WASTEWATER Total:	**67.62**
Fund: 725 - CENTRAL GARAGE					
equip mtnc	EQUIPMENT MAINTENANCE				2.80
equip mtnc	EQUIPMENT MAINTENANCE				2.80
equip mtnc	EQUIPMENT MAINTENANCE				11.99
equip mtnc	EQUIPMENT MAINTENANCE				22.95
equip mtnc	EQUIPMENT MAINTENANCE				21.74
equip mtnc	EQUIPMENT MAINTENANCE				11.99
equip mtnc	EQUIPMENT MAINTENANCE				98.60
oil & antifreeze	OIL & ANTIFREEZE				228.34
equip mtnc	EQUIPMENT MAINTENANCE				11.99
equip mtnc	EQUIPMENT MAINTENANCE				23.89
dept supplies	DEPARTMENT SUPPLIES				24.75
EQUIP MTNC	EQUIPMENT MAINTENANCE				21.08
equip mtnc	EQUIPMENT MAINTENANCE				21.31
equip mtnc	EQUIPMENT MAINTENANCE				43.35
equip mtnc	EQUIPMENT MAINTENANCE				21.54
equip mtnc	EQUIPMENT MAINTENANCE				12.83
equip mtnc	EQUIPMENT MAINTENANCE				477.84
equip mtnc	EQUIPMENT MAINTENANCE				26.70
equip mtnc	EQUIPMENT MAINTENANCE				13.02
equip mtnc	EQUIPMENT MAINTENANCE				26.49
equip mtnc	EQUIPMENT MAINTENANCE				-43.35
				Fund 725 - CENTRAL GARAGE Total:	**1,082.65**
				Vendor 00861 - HEILBRUN'S INC. Total:	**1,754.01**
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				16.50
				Fund 111 - GENERAL Total:	**16.50**
Fund: 212 - TRANSPORTATION					
SUPP - PADLOCKS & KEYS CUT	DEPARTMENT SUPPLIES				58.00
SUPP - KEYS CUT	DEPARTMENT SUPPLIES				11.00
				Fund 212 - TRANSPORTATION Total:	**69.00**
				Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:	**85.50**
Vendor: 09464 - HYATT PLACE LINCOLN/DOWNTOWN-HAYMARKET					
Fund: 661 - STORMWATER					
SCHOOLS & CONF	SCHOOL & CONFERENCE				101.00
				Fund 661 - STORMWATER Total:	**101.00**
				Vendor 09464 - HYATT PLACE LINCOLN/DOWNTOWN-HAYMARKET Total:	**101.00**
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				89.25
UNIFORMS	UNIFORMS & CLOTHING				89.25
UNIFORMS	UNIFORMS & CLOTHING				89.25
JANITORIAL SUPP	JANITORIAL SUPPLIES				72.80
UNIFORMS	UNIFORMS & CLOTHING				102.00
Jan. sup.	JANITORIAL SUPPLIES				81.92
DEPT SUPP	DEPARTMENT SUPPLIES				54.72
				Fund 111 - GENERAL Total:	**579.19**
Fund: 212 - TRANSPORTATION					
SUPP - MATS, TOWELS, CVRLLS	DEPARTMENT SUPPLIES				149.42
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES				51.04
				Fund 212 - TRANSPORTATION Total:	**200.46**
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				61.08
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**61.08**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				25.57
CONTRACTUAL SVC	CONTRACTUAL SERVICES				30.59
CONTRACTUAL SVC	CONTRACTUAL SERVICES				24.96
				Fund 641 - WATER Total:	**81.12**
Fund: 725 - CENTRAL GARAGE					
dept supplies	DEPARTMENT SUPPLIES				33.77
				Fund 725 - CENTRAL GARAGE Total:	**33.77**
				Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	**955.62**
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				81.21
				Fund 111 - GENERAL Total:	**81.21**
				Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:	**81.21**
Vendor: 02578 - INFINITY CONSTRUCTION, INC.					
Fund: 212 - TRANSPORTATION					
PAYMENT FOR BULB OUT CONS…	STREET PROJECTS				112,333.93
				Fund 212 - TRANSPORTATION Total:	**112,333.93**
				Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:	**112,333.93**
Vendor: 09291 - INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				2,203.63
				Fund 111 - GENERAL Total:	**2,203.63**
				Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:	**2,203.63**
Vendor: 08154 - INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,594.91
WITHHOLDINGS	MEDICARE W/H EE PAYABLE				3,594.91
WITHHOLDINGS	FICA W/H EE PAYABLE				13,337.30
WITHHOLDINGS	FICA W/H EE PAYABLE				13,337.30
WITHHOLDINGS	FED W/H EE PAYABLE				25,516.41
				Fund 713 - CASH & INVESTMENT POOL Total:	**59,380.83**
				Vendor 08154 - INTERNAL REVENUE SERVICE Total:	**59,380.83**
Vendor: 08525 - INTRALINKS, INC					
Fund: 111 - GENERAL					
CONTRACT SERVICES	CONTRACTUAL SERVICES				768.75
CONTRACT SERVICES	CONTRACTUAL SERVICES				468.75
				Fund 111 - GENERAL Total:	**1,237.50**
				Vendor 08525 - INTRALINKS, INC Total:	**1,237.50**
Vendor: 00192 - J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
BOND RENEWAL - DEPUTY CITY…	BONDING				875.00
PUBLIC OFFICIAL BOND (GONZA…	BONDING				100.00
PUBLIC OFFICIAL BOND (SHAVE…	BONDING				100.00
PUBLIC OFFICIAL BOND (MCCA…	BONDING				100.00
				Fund 111 - GENERAL Total:	**1,175.00**
				Vendor 00192 - J G ELLIOTT CO.INC. Total:	**1,175.00**
Vendor: 06131 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				8.99
EQUIP MAINT	EQUIPMENT MAINTENANCE				8.99
DEPT SUPP	DEPARTMENT SUPPLIES				22.35
DEPT SUPP	DEPARTMENT SUPPLIES				12.98
DEPT SUPP	DEPARTMENT SUPPLIES				59.99
				Fund 111 - GENERAL Total:	**113.30**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
SUPP - ZIP TIES	DEPARTMENT SUPPLIES				19.98
SUPP - SNOW SHOVELS	DEPARTMENT SUPPLIES				125.94
				Fund 212 - TRANSPORTATION Total:	**145.92**
Fund: 213 - CEMETERY					
SUPPLIES/UNIFORM	DEPARTMENT SUPPLIES				799.99
SUPPLIES/UNIFORM	UNIFORMS & CLOTHING				70.00
				Fund 213 - CEMETERY Total:	**869.99**
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				34.86
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**34.86**
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				55.98
UNIFORM & CLOTHING	UNIFORMS & CLOTHING				109.98
UNIFORM & CLOTHING	UNIFORMS & CLOTHING				-7.00
				Fund 631 - WASTEWATER Total:	**158.96**
				Vendor 06131 - JOHN DEERE FINANCIAL Total:	**1,323.03**
Vendor: 08067 - JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				71.96
				Fund 111 - GENERAL Total:	**71.96**
				Vendor 08067 - JOHN DEERE FINANCIAL Total:	**71.96**
Vendor: 00639 - KRIZ-DAVIS COMPANY					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				60.95
				Fund 111 - GENERAL Total:	**60.95**
Fund: 212 - TRANSPORTATION					
SUPP - ELECT. WIRE	DEPARTMENT SUPPLIES				113.42
HOLE SEALS FOR CONDUIT AT 2…	DEPARTMENT SUPPLIES				28.81
				Fund 212 - TRANSPORTATION Total:	**142.23**
Fund: 725 - CENTRAL GARAGE					
bldg mtnc	BUILDING MAINTENANCE				28.58
				Fund 725 - CENTRAL GARAGE Total:	**28.58**
				Vendor 00639 - KRIZ-DAVIS COMPANY Total:	**231.76**
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT					
Fund: 111 - GENERAL					
CONSULTING	CONSULTING SERVICES				100.00
				Fund 111 - GENERAL Total:	**100.00**
				Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total:	**100.00**
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC					
Fund: 212 - TRANSPORTATION					
ENG. SERVICES FOR DOWNTO…	STREET PROJECTS				17,425.00
				Fund 212 - TRANSPORTATION Total:	**17,425.00**
				Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:	**17,425.00**
Vendor: 08317 - MATHESON TRI-GAS INC					
Fund: 641 - WATER					
RENT - MACHINES	RENT-MACHINES				45.58
				Fund 641 - WATER Total:	**45.58**
				Vendor 08317 - MATHESON TRI-GAS INC Total:	**45.58**
Vendor: 07628 - MENARDS, INC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				19.98
DEPT SUPP	DEPARTMENT SUPPLIES				50.34
DEPT SUPP	DEPARTMENT SUPPLIES				16.98

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
DEPT SUPP	DEPARTMENT SUPPLIES				119.00
				Fund 111 - GENERAL Total:	**206.30**
Fund: 212 - TRANSPORTATION					
SUPP - WIREGARD	DEPARTMENT SUPPLIES				12.22
SUPP - CARTRIDGE FUSE	DEPARTMENT SUPPLIES				26.54
SUPP - BLUE FEMALE DISC	DEPARTMENT SUPPLIES				13.98
INSTANT CEMENT	DEPARTMENT SUPPLIES				11.53
				Fund 212 - TRANSPORTATION Total:	**64.27**
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				200.26
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**200.26**
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				15.98
DEPT SUP	DEPARTMENT SUPPLIES				14.99
DEPT SUP	DEPARTMENT SUPPLIES				5.97
DEPT SUP	DEPARTMENT SUPPLIES				-0.98
				Fund 631 - WASTEWATER Total:	**35.96**
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				60.95
				Fund 641 - WATER Total:	**60.95**
				Vendor 07628 - MENARDS, INC Total:	**567.74**
Vendor: 08071 - MUNICIPAL PIPE TOOL CO, LLC					
Fund: 631 - WASTEWATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				428.48
EQUIP MAINT	EQUIPMENT MAINTENANCE				3,625.81
				Fund 631 - WASTEWATER Total:	**4,054.29**
				Vendor 08071 - MUNICIPAL PIPE TOOL CO, LLC Total:	**4,054.29**
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,492.93
				Fund 713 - CASH & INVESTMENT POOL Total:	**1,492.93**
				Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:	**1,492.93**
Vendor: 00797 - NE DEPT OF REVENUE					
Fund: 713 - CASH & INVESTMENT POOL					
TAX WITHHOLDING	STATE W/H EE PAYABLE				18,395.10
				Fund 713 - CASH & INVESTMENT POOL Total:	**18,395.10**
				Vendor 00797 - NE DEPT OF REVENUE Total:	**18,395.10**
Vendor: 05998 - NEBRASKA FLOODPLAIN & STORMWATER MANAGERS ASSOC					
Fund: 661 - STORMWATER					
MEMBERSHIPS	MEMBERSHIPS				35.00
				Fund 661 - STORMWATER Total:	**35.00**
				Vendor 05998 - NEBRASKA FLOODPLAIN & STORMWATER MANAGERS ASSOC Total:	**35.00**
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT					
Fund: 111 - GENERAL					
Electric	ELECTRICITY				414.11
Electric	ELECTRICITY				158.92
Electric	ELECTRICITY				464.51
Electric	ELECTRICITY				464.50
Electric	ELECTRICITY				63.45
Electric	ELECTRICITY				1,703.31
Electric	ELECTRICITY				237.27
Electric	ELECTRICITY				2,993.33
Electric	ELECTRICITY				47.99
Electric	STREET LIGHTS				100.40
				Fund 111 - GENERAL Total:	**6,647.79**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 212 - TRANSPORTATION					
Electric	ELECTRICITY				495.95
Electric	ELECTRIC POWER				1,767.78
Electric	STREET LIGHTS				28,297.70
				Fund 212 - TRANSPORTATION Total:	**30,561.43**
Fund: 213 - CEMETERY					
Electric	ELECTRICITY				276.00
				Fund 213 - CEMETERY Total:	**276.00**
Fund: 216 - BUSINESS IMPROVEMENT					
Electric	STREET LIGHTS				85.42
				Fund 216 - BUSINESS IMPROVEMENT Total:	**85.42**
Fund: 621 - ENVIRONMENTAL SERVICES					
Electric	ELECTRICITY				504.16
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**504.16**
Fund: 631 - WASTEWATER					
Electric	ELECTRICITY				27.25
Electric	ELECTRIC POWER				471.24
				Fund 631 - WASTEWATER Total:	**498.49**
Fund: 641 - WATER					
Electric	ELECTRICITY				27.24
Electric	ELECTRIC POWER				268.57
				Fund 641 - WATER Total:	**295.81**
Fund: 725 - CENTRAL GARAGE					
Electric	ELECTRICITY				114.45
				Fund 725 - CENTRAL GARAGE Total:	**114.45**
				Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	**38,983.55**
Vendor: 09413 - NEOPOST					
Fund: 111 - GENERAL					
Pstg.	POSTAGE				6.10
				Fund 111 - GENERAL Total:	**6.10**
				Vendor 09413 - NEOPOST Total:	**6.10**
Vendor: 09409 - NETWORKFLEET, INC					
Fund: 212 - TRANSPORTATION					
SUPP - GPS SERVICE	DEPARTMENT SUPPLIES				18.95
				Fund 212 - TRANSPORTATION Total:	**18.95**
				Vendor 09409 - NETWORKFLEET, INC Total:	**18.95**
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				1,096.33
BLDG MAINT	BUILDING MAINTENANCE				4.51
BLDG MAINT	BUILDING MAINTENANCE				37.07
BLDG MAINT	BUILDING MAINTENANCE				24.26
BLDG MAINT	BUILDING MAINTENANCE				3.73
BLDG MAINT	BUILDING MAINTENANCE				14.15
BLDG MAINT	BUILDING MAINTENANCE				23.32
BLDG MAINT	BUILDING MAINTENANCE				5.16
BLDG MAINT	BUILDING MAINTENANCE				48.90
				Fund 111 - GENERAL Total:	**1,257.43**
				Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:	**1,257.43**
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC					
Fund: 111 - GENERAL					
Cont. svcs.	CONTRACTUAL SERVICES				339.44
				Fund 111 - GENERAL Total:	**339.44**
				Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:	**339.44**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION					
Fund: 111 - GENERAL					
DEPT FUEL	GASOLINE				56.28
FUEL	GASOLINE				1,082.40
FUEL	GASOLINE				-59.98
FUEL	OTHER FUEL				1,199.50
FUEL	GASOLINE				-0.80
FUEL	GASOLINE				8.78
GASOLINE	GASOLINE				2,789.14
GASOLINE	GASOLINE				67.00
monthly fuel fire	GASOLINE				34.23
				Fund 111 - GENERAL Total:	**5,176.55**
Fund: 212 - TRANSPORTATION					
UNLEADED GASOLINE	GASOLINE				657.79
UNLEADED GASOLINE	OTHER FUEL				1,593.54
				Fund 212 - TRANSPORTATION Total:	**2,251.33**
Fund: 213 - CEMETERY					
FUEL	GASOLINE				67.18
				Fund 213 - CEMETERY Total:	**67.18**
Fund: 621 - ENVIRONMENTAL SERVICES					
other fuel	GASOLINE				404.29
other fuel	OTHER FUEL				5,859.28
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**6,263.57**
Fund: 631 - WASTEWATER					
FUEL	EQUIPMENT MAINTENANCE				622.25
FUEL	GASOLINE				478.67
FUEL	OTHER FUEL				357.36
				Fund 631 - WASTEWATER Total:	**1,458.28**
Fund: 641 - WATER					
FUEL	GASOLINE				991.01
FUEL	OTHER FUEL				73.12
				Fund 641 - WATER Total:	**1,064.13**
				Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:	**16,281.04**
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				72.00
SAMPLES	SAMPLES				54.00
SAMPLES	SAMPLES				36.00
				Fund 641 - WATER Total:	**162.00**
				Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:	**162.00**
Vendor: 00314 - PANHANDLE GEOTECHNICAL & ENVIRONMENTAL INC					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				450.00
				Fund 111 - GENERAL Total:	**450.00**
				Vendor 00314 - PANHANDLE GEOTECHNICAL & ENVIRONMENTAL INC Total:	**450.00**
Vendor: 01276 - PLATTE VALLEY BANK					
Fund: 219 - INDUSTRIAL SITES					
DEVELOPMENT	DEVELOPMENT				20,353.75
				Fund 219 - INDUSTRIAL SITES Total:	**20,353.75**
Fund: 713 - CASH & INVESTMENT POOL					
HEALTH SAVING	HSA EE PAYABLE				12,502.43
HEALTH SAVING	HSA ER PAYABLE				1,293.75
				Fund 713 - CASH & INVESTMENT POOL Total:	**13,796.18**
				Vendor 01276 - PLATTE VALLEY BANK Total:	**34,149.93**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00272 - POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				83.32
Postage	POSTAGE				129.87
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**213.19**
Fund: 631 - WASTEWATER					
Postage	POSTAGE				83.32
Postage	POSTAGE				129.87
				Fund 631 - WASTEWATER Total:	**213.19**
Fund: 641 - WATER					
Postage	POSTAGE				83.32
Postage	POSTAGE				129.88
				Fund 641 - WATER Total:	**213.20**
				Vendor 00272 - POSTMASTER Total:	**639.58**
Vendor: 00796 - POWERPLAN					
Fund: 212 - TRANSPORTATION					
INSTALL SHIMS ON LOADER	EQUIPMENT MAINTENANCE				141.20
				Fund 212 - TRANSPORTATION Total:	**141.20**
				Vendor 00796 - POWERPLAN Total:	**141.20**
Vendor: 01920 - PRAISE WINDOWS INC					
Fund: 111 - GENERAL					
Build. mntc.	BUILDING MAINTENANCE				645.00
				Fund 111 - GENERAL Total:	**645.00**
				Vendor 01920 - PRAISE WINDOWS INC Total:	**645.00**
Vendor: 00266 - QUILL CORPORATION					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				179.40
DEPT SUPPL	DEPARTMENT SUPPLIES				153.99
DEPT SUPPL	DEPARTMENT SUPPLIES				199.99
DEPT SUPPL	DEPARTMENT SUPPLIES				392.85
DEPT SUPPL	DEPARTMENT SUPPLIES				224.59
DEPT SUPPL	DEPARTMENT SUPPLIES				12.29
				Fund 111 - GENERAL Total:	**1,163.11**
				Vendor 00266 - QUILL CORPORATION Total:	**1,163.11**
Vendor: 06780 - RAILROAD MANAGEMENT CO III, LLC					
Fund: 641 - WATER					
RENT - LAND	RENT-LAND				194.55
				Fund 641 - WATER Total:	**194.55**
Fund: 661 - STORMWATER					
RENT - LAND	RENT-LAND				597.02
				Fund 661 - STORMWATER Total:	**597.02**
				Vendor 06780 - RAILROAD MANAGEMENT CO III, LLC Total:	**791.57**
Vendor: 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT					
Fund: 621 - ENVIRONMENTAL SERVICES					
contractual services	CONTRACTUAL SERVICES				825.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**825.00**
				Vendor 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT Total:	**825.00**
Vendor: 04089 - REGIONAL CARE INC					
Fund: 812 - HEALTH INSURANCE					
FLEX FUNDING	FLEXIBLE BENFT EXPENSES				80.00
CLAIMS	CLAIMS EXPENSE				136,567.74
CLAIMS	CLAIMS EXPENSE				104,463.90
				Fund 812 - HEALTH INSURANCE Total:	**241,111.64**
				Vendor 04089 - REGIONAL CARE INC Total:	**241,111.64**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 00364 - REGIONAL WEST MEDICAL CENTER					
Fund: 812 - HEALTH INSURANCE					
2016 HEALTH FAIR LAB	CLAIMS EXPENSE				7,251.40
				Fund 812 - HEALTH INSURANCE Total:	**7,251.40**
				Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:	**7,251.40**
Vendor: 00798 - REGISTER OF DEEDS					
Fund: 213 - CEMETERY					
legal	LEGAL FEES				10.00
				Fund 213 - CEMETERY Total:	**10.00**
				Vendor 00798 - REGISTER OF DEEDS Total:	**10.00**
Vendor: 00026 - S M E C					
Fund: 713 - CASH & INVESTMENT POOL					
employee deduction	SMEC EE PAYABLE				179.50
				Fund 713 - CASH & INVESTMENT POOL Total:	**179.50**
				Vendor 00026 - S M E C Total:	**179.50**
Vendor: 00257 - SANDBERG IMPLEMENT, INC					
Fund: 111 - GENERAL					
EQUIP MAIINT	EQUIPMENT MAINTENANCE				219.80
EQUIP MAINT	EQUIPMENT MAINTENANCE				330.60
				Fund 111 - GENERAL Total:	**550.40**
				Vendor 00257 - SANDBERG IMPLEMENT, INC Total:	**550.40**
Vendor: 00637 - SARGENT IRRIGATION INC.					
Fund: 641 - WATER					
EQUIPMENT	EQUIPMENT				12,333.12
				Fund 641 - WATER Total:	**12,333.12**
				Vendor 00637 - SARGENT IRRIGATION INC. Total:	**12,333.12**
Vendor: 00841 - SCB COUNTY					
Fund: 111 - GENERAL					
DEPT CNTRCL SRVCS	CONTRACTUAL SERVICES				78.00
				Fund 111 - GENERAL Total:	**78.00**
				Vendor 00841 - SCB COUNTY Total:	**78.00**
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454					
Fund: 713 - CASH & INVESTMENT POOL					
FIRE EE DUES	FIRE UNION DUES EE PAY				165.00
				Fund 713 - CASH & INVESTMENT POOL Total:	**165.00**
				Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:	**165.00**
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT					
Fund: 111 - GENERAL					
LEGAL	LEGAL FEES				170.00
				Fund 111 - GENERAL Total:	**170.00**
				Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:	**170.00**
Vendor: 00111 - SCOTTSBLUFF BODY & PAINT					
Fund: 111 - GENERAL					
TOW SERVICE	CONTRACTUAL SERVICES				75.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				100.00
TOW SERVICE	CONTRACTUAL SERVICES				100.00
TOW SERVICE	CONTRACTUAL SERVICES				110.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				100.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00
TOW SERVICE	CONTRACTUAL SERVICES				105.00
TOW SERVICE	CONTRACTUAL SERVICES				100.00
TOW SERVICE	CONTRACTUAL SERVICES				90.00

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
TOW SERVICE	CONTRACTUAL SERVICES				105.00
TOW SERVICE	CONTRACTUAL SERVICES				115.00
TOW SERVICE	CONTRACTUAL SERVICES				105.00
TOW SERVICE	CONTRACTUAL SERVICES				105.00
TOW SERVICE	CONTRACTUAL SERVICES				115.00
TOW SERVICE	CONTRACTUAL SERVICES				115.00
TOW SERVICE	CONTRACTUAL SERVICES				110.00
TOW SERVICE	CONTRACTUAL SERVICES				110.00
TOW SERVICE	CONTRACTUAL SERVICES				115.00
TOW SERVICE	CONTRACTUAL SERVICES				95.00
				Fund 111 - GENERAL Total:	**2,230.00**
				Vendor 00111 - SCOTTSBLUFF BODY & PAINT Total:	**2,230.00**
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION					
Fund: 713 - CASH & INVESTMENT POOL					
POLICE EE DUES	POL UNION DUES EE PAY				528.00
				Fund 713 - CASH & INVESTMENT POOL Total:	**528.00**
				Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	**528.00**
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC					
Fund: 111 - GENERAL					
SPECIAL EVENT	SPECIAL EVENTS				2,099.00
				Fund 111 - GENERAL Total:	**2,099.00**
				Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:	**2,099.00**
Vendor: 00338 - SCOTTSBLUFF SENIOR CENTER					
Fund: 111 - GENERAL					
CONTRACT	CONTRACTUAL SERVICES				5,750.00
				Fund 111 - GENERAL Total:	**5,750.00**
				Vendor 00338 - SCOTTSBLUFF SENIOR CENTER Total:	**5,750.00**
Vendor: 00684 - SHERIFF'S OFFICE					
Fund: 111 - GENERAL					
LEGAL FEES	LEGAL FEES				199.28
				Fund 111 - GENERAL Total:	**199.28**
				Vendor 00684 - SHERIFF'S OFFICE Total:	**199.28**
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.					
Fund: 111 - GENERAL					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				6,264.61
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				4,167.18
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				688.50
				Fund 111 - GENERAL Total:	**11,120.29**
Fund: 219 - INDUSTRIAL SITES					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				391.50
				Fund 219 - INDUSTRIAL SITES Total:	**391.50**
Fund: 224 - ECONOMIC DEVELOPMENT					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				958.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				1,012.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				335.34
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				567.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				600.00
				Fund 224 - ECONOMIC DEVELOPMENT Total:	**3,473.34**
Fund: 631 - WASTEWATER					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				775.00
				Fund 631 - WASTEWATER Total:	**775.00**
Fund: 641 - WATER					
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES				1,567.50
				Fund 641 - WATER Total:	**1,567.50**
				Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:	**17,327.63**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 01031 - SIMON CONTRACTORS					
Fund: 212 - TRANSPORTATION					
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE				171.00
2 LOADS DE - ICER	STREET REPAIR SUPPLIES				94.11
				Fund 212 - TRANSPORTATION Total:	**265.11**
				Vendor 01031 - SIMON CONTRACTORS Total:	**265.11**
Vendor: 00513 - SNELL SERVICES INC.					
Fund: 111 - GENERAL					
BLDG MAINT	BUILDING MAINTENANCE				281.09
				Fund 111 - GENERAL Total:	**281.09**
				Vendor 00513 - SNELL SERVICES INC. Total:	**281.09**
Vendor: 09718 - SPECTRUM PHOTO					
Fund: 111 - GENERAL					
CITY COUNCIL PHOTOS	DEPARTMENT SUPPLIES				150.00
				Fund 111 - GENERAL Total:	**150.00**
				Vendor 09718 - SPECTRUM PHOTO Total:	**150.00**
Vendor: 01208 - STATE ELECTRICAL DIV					
Fund: 631 - WASTEWATER					
LICENSE & PERMITS	LICENSE/PERMITS				24.00
				Fund 631 - WASTEWATER Total:	**24.00**
				Vendor 01208 - STATE ELECTRICAL DIV Total:	**24.00**
Vendor: 09720 - TEN FINGERS CRYSTAL					
Fund: 111 - GENERAL					
LEGAL FEES	LEGAL FEES				20.00
				Fund 111 - GENERAL Total:	**20.00**
				Vendor 09720 - TEN FINGERS CRYSTAL Total:	**20.00**
Vendor: 05431 - THE WESTERN SUGAR COOPERATIVE					
Fund: 111 - GENERAL					
VEHICLE MAINT	VEHICLE MAINTENANCE				162.00
				Fund 111 - GENERAL Total:	**162.00**
				Vendor 05431 - THE WESTERN SUGAR COOPERATIVE Total:	**162.00**
Vendor: 09379 - THOMAS P MILLER & ASSOCIATES, LLC					
Fund: 224 - ECONOMIC DEVELOPMENT					
PROFESSIONAL SERVICES	CONTRACTUAL SERVICES				8,847.53
				Fund 224 - ECONOMIC DEVELOPMENT Total:	**8,847.53**
				Vendor 09379 - THOMAS P MILLER & ASSOCIATES, LLC Total:	**8,847.53**
Vendor: 00568 - TWIN CITY AUTO, INC					
Fund: 111 - GENERAL					
CIP/EQUIP MAINT	EQUIPMENT MAINTENANCE				612.00
				Fund 111 - GENERAL Total:	**612.00**
Fund: 511 - CAPITAL PROJECTS FUND					
CIP/EQUIP MAINT	EQUIPMENT				6,000.00
				Fund 511 - CAPITAL PROJECTS FUND Total:	**6,000.00**
				Vendor 00568 - TWIN CITY AUTO, INC Total:	**6,612.00**
Vendor: 08821 - TYLER TECHNOLOGIES, INC					
Fund: 111 - GENERAL					
FEES - UB ONLINE 12/1/16 - 12/...	CONTRACTUAL SERVICES				87.00
				Fund 111 - GENERAL Total:	**87.00**
Fund: 621 - ENVIRONMENTAL SERVICES					
FEES - UB ONLINE 12/1/16 - 12/...	CONTRACTUAL SERVICES				87.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**87.00**
Fund: 631 - WASTEWATER					
FEES - UB ONLINE 12/1/16 - 12/...	CONTRACTUAL SERVICES				87.00
				Fund 631 - WASTEWATER Total:	**87.00**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
FEES - UB ONLINE 12/1/16 - 12/…	CONTRACTUAL SERVICES				87.00
				Fund 641 - WATER Total:	**87.00**
				Vendor 08821 - TYLER TECHNOLOGIES, INC Total:	**348.00**
Vendor: 09239 - UNIQUE MANAGEMENT SERVICES, INC					
Fund: 111 - GENERAL					
Cont. svcs.	CONTRACTUAL SERVICES				205.85
				Fund 111 - GENERAL Total:	**205.85**
				Vendor 09239 - UNIQUE MANAGEMENT SERVICES, INC Total:	**205.85**
Vendor: 00195 - UNITED STATES WELDING, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				37.85
				Fund 621 - ENVIRONMENTAL SERVICES Total:	**37.85**
				Vendor 00195 - UNITED STATES WELDING, INC Total:	**37.85**
Vendor: 08887 - UPSTART ENTERPRISES, LLC					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				60.57
DEPT SUPPL	DEPARTMENT SUPPLIES				31.00
VEHICLE MAINT	VEHICLE MAINTENANCE				63.10
DEPT SUPPL	DEPARTMENT SUPPLIES				31.00
				Fund 111 - GENERAL Total:	**185.67**
				Vendor 08887 - UPSTART ENTERPRISES, LLC Total:	**185.67**
Vendor: 08828 - US BANK					
Fund: 111 - GENERAL					
SCHOOL & CONF	SCHOOL & CONFERENCE				7.10
SPECAIL EVENT	SPECIAL EVENTS				93.89
GASOLINE	GASOLINE				30.00
GASOLINE	GASOLINE				29.00
SCHOOL & CONF	SCHOOL & CONFERENCE				115.00
SCHOOL & CONF	SCHOOL & CONFERENCE				27.30
SCHOOL & CONF	SCHOOL & CONFERENCE				59.37
SCHOOL & CONF	SCHOOL & CONFERENCE				60.00
SCHOOL & CONF	SCHOOL & CONFERENCE				60.00
SCHOOL & CONF	SCHOOL & CONFERENCE				60.00
SCHOOL & CONF	SCHOOL & CONFERENCE				60.00
SCHOOL & CONF	SCHOOL & CONFERENCE				60.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				102.13
SCHOOLS & CONF	SCHOOL & CONFERENCE				29.00
PROFESSIONAL ETHICS 2016 U…	SCHOOL & CONFERENCE				49.00
GFOA ANNUAL CONFERENCE	SCHOOL & CONFERENCE				860.00
INTL. ECON.DEV. COUNCIL - JOB…	RECRUITMENT				875.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				29.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				415.32
GASOLINE	GASOLINE				25.68
SCHOOLS & CONF	SCHOOL & CONFERENCE				25.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				25.00
				Fund 111 - GENERAL Total:	**3,096.79**
				Vendor 08828 - US BANK Total:	**3,096.79**
Vendor: 00166 - Vantagepoint Transfer Agents-300793					
Fund: 713 - CASH & INVESTMENT POOL					
DEF COMP	DEFERRED COMP EE PAY				655.00
				Fund 713 - CASH & INVESTMENT POOL Total:	**655.00**
				Vendor 00166 - Vantagepoint Transfer Agents-300793 Total:	**655.00**

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 09614 - Vantagepoint Transfer Agents-705437					
Fund: 713 - CASH & INVESTMENT POOL					
ROTH IRA	DEFERRED COMP EE PAY				530.00
				Fund 713 - CASH & INVESTMENT POOL Total:	**530.00**
				Vendor 09614 - Vantagepoint Transfer Agents-705437 Total:	**530.00**
Vendor: 03674 - WELLS FARGO BANK, N.A.					
Fund: 713 - CASH & INVESTMENT POOL					
retirement	REGULAR RETIRE EE PAY				6,852.31
retirement	REGULAR RETIRE EE PAY				7,253.92
retirement	RETIRE FIRE EE PAYABLE				2,320.23
retirement	RETIRE FIRE EE PAYABLE				3,846.51
retirement	RETIRE POLICE EE PAY				4,711.93
retirement	RETIRE POLICE EE PAY				5,124.04
				Fund 713 - CASH & INVESTMENT POOL Total:	**30,108.94**
				Vendor 03674 - WELLS FARGO BANK, N.A. Total:	**30,108.94**
Vendor: 00213 - WESTERN COOPERATIVE COMPANY					
Fund: 111 - GENERAL					
VEHICLE MAINT	VEHICLE MAINTENANCE				29.40
				Fund 111 - GENERAL Total:	**29.40**
Fund: 212 - TRANSPORTATION					
OIL FOR D. TRUCK	OIL & ANTIFREEZE				6.00
				Fund 212 - TRANSPORTATION Total:	**6.00**
				Vendor 00213 - WESTERN COOPERATIVE COMPANY Total:	**35.40**
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC					
Fund: 111 - GENERAL					
RANDOM DOT TESTING - PRE-...	CONTRACTUAL SERVICES				95.50
				Fund 111 - GENERAL Total:	**95.50**
				Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:	**95.50**
Vendor: 00209 - WESTERN PLAINS BUSINESS FORMS INC					
Fund: 631 - WASTEWATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				92.44
				Fund 631 - WASTEWATER Total:	**92.44**
Fund: 641 - WATER					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				92.43
				Fund 641 - WATER Total:	**92.43**
				Vendor 00209 - WESTERN PLAINS BUSINESS FORMS INC Total:	**184.87**
Vendor: 04430 - WESTERN TRAVEL TERMINAL, LLC					
Fund: 631 - WASTEWATER					
VEH MAINT	VEHICLE MAINTENANCE				33.60
				Fund 631 - WASTEWATER Total:	**33.60**
				Vendor 04430 - WESTERN TRAVEL TERMINAL, LLC Total:	**33.60**
Vendor: 03379 - ZM LUMBER INC					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				14.96
DEPT SUPP	DEPARTMENT SUPPLIES				64.30
GROUND MAINT	GROUNDS MAINTENANCE				10.08
DEPT SUPP	DEPARTMENT SUPPLIES				114.96
				Fund 111 - GENERAL Total:	**204.30**
				Vendor 03379 - ZM LUMBER INC Total:	**204.30**
				Grand Total:	**740,309.31**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	56,301.14	0.00
212 - TRANSPORTATION	165,667.15	0.00
213 - CEMETERY	1,712.63	0.00
216 - BUSINESS IMPROVEMENT	844.31	0.00
218 - PUBLIC SAFETY	625.00	0.00
219 - INDUSTRIAL SITES	20,745.25	0.00
224 - ECONOMIC DEVELOPMENT	12,320.87	0.00
511 - CAPITAL PROJECTS FUND	6,000.00	0.00
621 - ENVIRONMENTAL SERVICES	64,892.28	213.19
631 - WASTEWATER	12,535.13	213.19
641 - WATER	21,461.24	213.20
661 - STORMWATER	1,723.02	0.00
713 - CASH & INVESTMENT POOL	125,491.26	125,491.26
725 - CENTRAL GARAGE	1,626.99	0.00
812 - HEALTH INSURANCE	248,363.04	241,111.64
Grand Total:	**740,309.31**	**367,242.48**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-52111-111	DEPARTMENT SUPPLIES	786.10	0.00
111-52111-112	DEPARTMENT SUPPLIES	36.60	0.00
111-52111-113	DEPARTMENT SUPPLIES	150.00	0.00
111-52111-115	DEPARTMENT SUPPLIES	137.50	0.00
111-52111-121	DEPARTMENT SUPPLIES	19.88	0.00
111-52111-141	DEPARTMENT SUPPLIES	113.19	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,197.27	0.00
111-52111-171	DEPARTMENT SUPPLIES	831.02	0.00
111-52121-151	JANITORIAL SUPPLIES	246.88	0.00
111-52121-171	JANITORIAL SUPPLIES	72.80	0.00
111-52134-172	SPECIAL EVENTS	2,192.89	0.00
111-52181-142	UNIFORMS & CLOTHING	396.35	0.00
111-52211-142	PUBLICATIONS	124.95	0.00
111-52222-151	BOOKS	2,203.63	0.00
111-52311-114	MEMBERSHIPS	150.00	0.00
111-52411-141	POSTAGE	16.05	0.00
111-52411-151	POSTAGE	6.10	0.00
111-52511-121	GASOLINE	64.26	0.00
111-52511-141	GASOLINE	34.23	0.00
111-52511-142	GASOLINE	2,873.82	0.00
111-52511-143	GASOLINE	67.00	0.00
111-52511-171	GASOLINE	1,022.42	0.00
111-52521-171	OTHER FUEL	1,199.50	0.00
111-53111-112	CONTRACTUAL SERVICES	511.50	0.00
111-53111-114	CONTRACTUAL SERVICES	6,264.61	0.00
111-53111-116	CONTRACTUAL SERVICES	1,324.50	0.00
111-53111-121	CONTRACTUAL SERVICES	528.00	0.00
111-53111-142	CONTRACTUAL SERVICES	7,085.68	0.00
111-53111-151	CONTRACTUAL SERVICES	644.39	0.00
111-53111-171	CONTRACTUAL SERVICES	3,647.49	0.00
111-53111-172	CONTRACTUAL SERVICES	5,750.00	0.00
111-53121-142	CONSULTING SERVICES	100.00	0.00
111-53211-142	LEGAL FEES	389.28	0.00
111-53421-141	BUILDING MAINTENANCE	10.25	0.00
111-53421-142	BUILDING MAINTENANCE	10.25	0.00
111-53421-151	BUILDING MAINTENANCE	645.00	0.00
111-53421-171	BUILDING MAINTENANCE	1,680.33	0.00
111-53441-111	EQUIPMENT MAINTENAN...	108.06	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53441-141	EQUIPMENT MAINTENAN…	652.70	0.00
111-53441-171	EQUIPMENT MAINTENAN…	1,202.19	0.00
111-53451-141	VEHICLE MAINTENANCE	355.64	0.00
111-53451-142	VEHICLE MAINTENANCE	70.28	0.00
111-53451-171	VEHICLE MAINTENANCE	577.66	0.00
111-53471-171	GROUNDS MAINTENANCE	10.08	0.00
111-53511-111	ELECTRICITY	414.11	0.00
111-53511-141	ELECTRICITY	623.43	0.00
111-53511-142	ELECTRICITY	527.95	0.00
111-53511-151	ELECTRICITY	1,703.31	0.00
111-53511-171	ELECTRICITY	3,230.60	0.00
111-53511-172	ELECTRICITY	47.99	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53631-142	RENT-MACHINES	49.80	0.00
111-53711-111	SCHOOL & CONFERENCE	909.00	0.00
111-53711-142	SCHOOL & CONFERENCE	625.45	0.00
111-53711-171	SCHOOL & CONFERENCE	508.77	0.00
111-53811-113	BONDING	300.00	0.00
111-53811-115	BONDING	875.00	0.00
111-53913-112	RECRUITMENT	875.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	2,280.06	0.00
212-52171-212	STREET REPAIR SUPPLIES	94.11	0.00
212-52511-212	GASOLINE	657.79	0.00
212-52521-212	OTHER FUEL	1,593.54	0.00
212-52531-212	OIL & ANTIFREEZE	6.00	0.00
212-53441-212	EQUIPMENT MAINTENAN…	141.20	0.00
212-53491-212	STREET MAINTENANCE	558.04	0.00
212-53511-212	ELECTRICITY	495.95	0.00
212-53531-212	ELECTRIC POWER	1,767.78	0.00
212-53551-212	STREET LIGHTS	28,297.70	0.00
212-53561-212	TELEPHONE	16.05	0.00
212-54322-212	STREET PROJECTS	129,758.93	0.00
213-52111-213	DEPARTMENT SUPPLIES	799.99	0.00
213-52181-213	UNIFORMS & CLOTHING	70.00	0.00
213-52511-213	GASOLINE	67.18	0.00
213-53211-213	LEGAL FEES	10.00	0.00
213-53441-213	EQUIPMENT MAINTENAN…	489.46	0.00
213-53511-213	ELECTRICITY	276.00	0.00
216-53111-121	CONTRACTUAL SERVICES	758.89	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
218-54411-142	EQUIPMENT	625.00	0.00
219-53111-116	CONTRACTUAL SERVICES	391.50	0.00
219-59112-116	DEVELOPMENT	20,353.75	0.00
224-53111-113	CONTRACTUAL SERVICES	8,847.53	0.00
224-53111-114	CONTRACTUAL SERVICES	3,473.34	0.00
511-54411-111	EQUIPMENT	6,000.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	15,260.90	0.00
621-52411-621	POSTAGE	213.19	213.19
621-52511-621	GASOLINE	404.29	0.00
621-52521-621	OTHER FUEL	5,859.28	0.00
621-53111-621	CONTRACTUAL SERVICES	912.00	0.00
621-53193-621	DISPOSAL FEES	40,504.20	0.00
621-53441-621	EQUIPMENT MAINTENAN…	189.90	0.00
621-53451-621	VEHICLE MAINTENANCE	1,044.36	0.00
621-53511-621	ELECTRICITY	504.16	0.00
631-52111-631	DEPARTMENT SUPPLIES	3,888.33	0.00
631-52181-631	UNIFORMS & CLOTHING	102.98	0.00
631-52411-631	POSTAGE	213.19	213.19

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
631-52511-631	GASOLINE	478.67	0.00
631-52521-631	OTHER FUEL	357.36	0.00
631-53111-631	CONTRACTUAL SERVICES	1,860.34	0.00
631-53441-631	EQUIPMENT MAINTENAN…	4,976.54	0.00
631-53451-631	VEHICLE MAINTENANCE	86.52	0.00
631-53511-631	ELECTRICITY	27.25	0.00
631-53531-631	ELECTRIC POWER	471.24	0.00
631-53571-631	CELLULAR PHONE	48.71	0.00
631-59211-631	LICENSE/PERMITS	24.00	0.00
641-52111-641	DEPARTMENT SUPPLIES	3,938.09	0.00
641-52116-641	METERS	216.28	0.00
641-52117-641	SAMPLES	162.00	0.00
641-52411-641	POSTAGE	319.85	213.20
641-52511-641	GASOLINE	991.01	0.00
641-52521-641	OTHER FUEL	73.12	0.00
641-52611-641	CHEMICALS	921.45	0.00
641-53111-641	CONTRACTUAL SERVICES	1,828.05	0.00
641-53511-641	ELECTRICITY	27.24	0.00
641-53531-641	ELECTRIC POWER	268.57	0.00
641-53571-641	CELLULAR PHONE	84.83	0.00
641-53611-641	RENT-LAND	194.55	0.00
641-53631-641	RENT-MACHINES	45.58	0.00
641-54411-641	EQUIPMENT	12,333.12	0.00
641-59211-641	LICENSE/PERMITS	57.50	0.00
661-52311-661	MEMBERSHIPS	35.00	0.00
661-53111-661	CONTRACTUAL SERVICES	990.00	0.00
661-53611-661	RENT-LAND	597.02	0.00
661-53711-661	SCHOOL & CONFERENCE	101.00	0.00
713-21512	MEDICARE W/H EE PAYAB…	7,189.82	7,189.82
713-21513	FICA W/H EE PAYABLE	26,674.60	26,674.60
713-21514	FED W/H EE PAYABLE	25,516.41	25,516.41
713-21515	STATE W/H EE PAYABLE	18,395.10	18,395.10
713-21517	POL UNION DUES EE PAY	528.00	528.00
713-21518	FIRE UNION DUES EE PAY	165.00	165.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75
713-21524	SMEC EE PAYABLE	179.50	179.50
713-21527	WAGE ATTACHMENT EE …	211.08	211.08
713-21528	REGULAR RETIRE EE PAY	14,106.23	14,106.23
713-21529	DEFERRED COMP EE PAY	1,185.00	1,185.00
713-21531	RETIRE FIRE EE PAYABLE	6,166.74	6,166.74
713-21533	RETIRE POLICE EE PAY	9,835.97	9,835.97
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	1,492.93	1,492.93
713-21541	HSA EE PAYABLE	12,502.43	12,502.43
713-21741	HSA ER PAYABLE	1,293.75	1,293.75
725-52111-725	DEPARTMENT SUPPLIES	58.52	0.00
725-52531-725	OIL & ANTIFREEZE	228.34	0.00
725-53421-725	BUILDING MAINTENANCE	28.58	0.00
725-53441-725	EQUIPMENT MAINTENAN…	1,197.10	0.00
725-53511-725	ELECTRICITY	114.45	0.00
812-53862-112	CLAIMS EXPENSE	248,283.04	241,031.64
812-53863-112	FLEXIBLE BENFT EXPENSES	80.00	80.00
	Grand Total:	**740,309.31**	**367,242.48**

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	733,318.13	367,242.48
2117753111	2,838.00	0.00

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
2117753511		237.27	0.00
6002052311		35.00	0.00
6002053111		1,587.02	0.00
6002053711		101.00	0.00
70010-52134		2,192.89	0.00
	Grand Total:	**740,309.31**	**367,242.48**

UTILITY REFUNDS 12-19-16

Account #	Status	Contact	Service Address	Refund Amount
060-0685-03	Inactive	NICOLE E SARNIRAND	509 E 9TH ST SCOTTSBLUFF NE 69361	25.66
020-1806-03	Inactive	ELIZABETH SCHMER	805 MILL DR SCOTTSBLUFF NE 69361	6.39
080-0125-07	Inactive	HEIDI R MOORE	1702 1/2 3RD AVE SCOTTSBLUFF NE 69361	100
035-6343-03	Inactive	7 WONDERS LLC	1202 AVE C SCOTTSBLUFF NE 69361	10.42
040-1258-03	Inactive	JAMES W COUALT	1022 AVE Q SCOTTSBLUFF NE 69361	65.12
010-3057-07	Inactive	TRISHA A. FROSSARD	2012 AVE E SCOTTSBLUFF NE 69361	26.92
Total				
6				$234.51

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Claims2

Council to consider a request for payment of claims by warrant for Paving District #313, Owen/Avenue G Subdivision, and approve the Resolution.

Staff Contact: Liz Hilyard, Finance Director

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MB

Baker & Associates, Inc.
120 East 16th Street, Suite A
Scottsbluff, NE 69361

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

Invoice number 28141
Date 11/30/2016

Project 002-166-16 CITY OF SCOTTSBLUFF - AVENUE G STREET DISTRICT (ZACK OWEN)

Invoice Summary

Description		Contract Amount	Prior Billed	Current Billed	Remaining	Total Billed
SITE SURVEY & EXISTING SITE PLAN		1,750.00	1,755.00	0.00	-5.00	1,755.00
DESIGN		8,750.00	8,747.50	0.00	2.50	8,747.50
CONSTRUCTION SERVICES		8,000.00	4,995.00	2,635.00	370.00	7,630.00
	Total	18,500.00	15,497.50	2,635.00	367.50	18,132.50

Professional Fees

	Hours	Rate	Billed Amount
Principal	2.00	150.00	300.00
Professional Level 1	0.50	135.00	67.50
Technician Level 1	19.50	100.00	1,950.00
Technician Level 2	0.50	95.00	47.50
Professional Fees subtotal	22.50		2,365.00

Reimbursables

	Units	Rate	Billed Amount
Per Cylinders	18.00	15.00	270.00

Invoice total **2,635.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
28091	10/26/2016	4,995.00		4,995.00			
28141	11/30/2016	2,635.00	2,635.00				
	Total	7,630.00	2,635.00	4,995.00	0.00	0.00	0.00

Approved by:

Jack W. Baker
President

RESOLUTION NO. ________________

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

That the claim of Baker & Associates in the amount of $2,635.00, being the seventh pay estimate for Paving District #313, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

Passed and approved this 19th day of December, 2016.

____
Mayor

ATTEST:

____
City Clerk

"seal"

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing at 6:05 p.m. to consider the Class C Liquor License application for Las VII Americas LLC dba Las VII Americas Tortilleria, 1619 East Overland, Scottsbluff, NE.

Staff Contact: **Cindy Dickinson, City Clerk**

Agenda Statement

Item No.

For meeting of: December 19, 2016

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:05 p.m. for a Class C Liquor License for Las VII Americas Tortilleria, 1619 East Overland, Scottsbluff, NE.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

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

EXHIBITS

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

Other (specify) ☐ Application, Memorandums, Exhibits

Exhibit #1 – Application of Las VII Americas Tortilleria, 1619 East Overland, 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 ☐

Las VII Americas Tortilleria
1619 East Overland
Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: ____________________________
City Manager

EXHIBIT

PENGAD-Bayonne, N. J.

#1

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

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

Office Use

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

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

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

Name of Registered Agent: ______

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

LAS VII AMERICAS ~~TORTILLERIA~~ LL.C

LLC Address: 1619 E. Overland

City: Scottsbluff State: NE Zip Code: 69361

LLC Phone Number: 308-632-2206 LLC Fax Number 308-633-3715

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

Last Name: Orona First Name: Cesar MI: O

Home Address: 2902 Primrose Dr City: Scottsbluff

State: NE Zip Code: 69361 Home Phone Number: cell - 308-765-0154
308-765-0126.

Cesar Orona

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Scotts Bluff

11-23-16
Date

Melissa A. Hernandez

The foregoing instrument was acknowledged before me this Cesar Orona

by Melissa A. Hernandez
name of person acknowledge

Affix Seal

GENERAL NOTARY - State of Nebraska
MELISSA A HERNANDEZ
My Comm. Exp. April 22, 2019

FORM 102
REV JUNE 2015
Page 1 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. <u>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.</u>

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NEBRASKA LIQUOR CONTROL COMMISSION

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 <u>guideline</u> for required signatures

Cesar Orona
Signature of Applicant

Signature of Spouse

CESAR ORONA
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

11-23-16
date

by Cesar Orona
name of person(s) acknowledged (individual(s) signing)

Melissa A. Hernandez
Notary Public signature

GENERAL NOTARY - State of Nebraska
MELISSA A HERNANDEZ
My Comm. Exp. April 22, 2019

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

FORM 100
REV AUG 2016
PAGE 8

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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NEBRASKA LIQUOR CONTROL COMMISSION

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

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

_____	A	BEER, ON SALE ONLY
_____	B	BEER, OFF SALE ONLY
✓	C	BEER, WINE, DISTILLED 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 OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application

Name_______________ Phone number: 308-765-0154

Firm Name_______________

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PAGE 3

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NEBRASKA LIQUOR
CONTROL COMMISSION

1. _____Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form MUST be included with your application.

2. _____Enclose application fee of $400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.

3. _____Enclose the appropriate application forms;
   Individual License (requires insert form 1)
   Partnership License (requires insert form 2)
   Corporate License (requires insert form 3a & 3c)
   Limited Liability Company (LLC) (requires form 3b & 3c)

4. _____If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.

5. _____If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

6. _____If buying the business of a current liquor license holder:
   a. Provide a copy of the purchase agreement from the seller (must read applicants name)
   b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
   c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)

7. _____If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).

8. _____Enclose a list of any inventory or property owned by other parties that are on the premises.

9. _____For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
   a. For residency enclose proof of registered voter in Nebraska
   b. If permanent resident include Employment Authorization Card or Permanent Resident Card
   c. See guideline for further assistance

10. _____Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.

11. _____Submit a copy of your business plan.

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

Cesar Orona
Signature

11-23-16
Date

FORM 100
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PAGE 2

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NEBRASKA LIQUOR CONTROL COMMISSION

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)

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Cesar Orona	7-3-2006	LAS VII AMERICAS TORTILLERIA LLC.
owner		1619 E Overland Scottsbluff NE 69361

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

_______ Lease: expiration date ______________________________

_______ Deed

___X___ Purchase Agreement

14. When do you intend to open for business? IS Open know

15. What will be the main nature of business? TORTILERIA FACTORY AND RESTAURANT

16. What are the anticipated hours of operation? 7 AM TO 8 PM

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM	TO	SPOUSE: CITY & STATE	YEAR FROM	TO
1516 7th Ave	2006	2012	Scottsbluff NE 69361		
2902 Primrose Dr.	2012	2016	Scottsbluff NE 69361		

If necessary attach a separate sheet.

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

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______YES __X__NO

NOV 28 2016

If yes, list the lender(s)____

NEBRASKA LIQUOR CONTROL COMMISSION

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.

Platte Valley Bank. ?

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

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APPLICANT INFORMATION

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NEBRASKA LIQUOR CONTROL COMMISSION

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

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

______YES ___X___NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

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

______YES ___X___NO

If yes, give name of business and liquor license number______________________

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______________________

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.

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PAGE 5

PREMISES INFORMATION

Trade Name (doing business as) LAS VII AMERICAS TORTILLERIA LLC.

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NEBRASKA LIQUOR CONTROL COMMISSION

Street Address #1 1619 E. Overland

Street Address #2 ____________________

City Scottsbluff County NE Zip Code 69361

Premises Telephone number 308-632-2206

Business e-mail address CesarOrona80@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 CESAR ORONA

Street Address #1 2902 Primrose Dr.

Street Address #2 ____________________

City Scottsbluff State NE Zip Code 69361

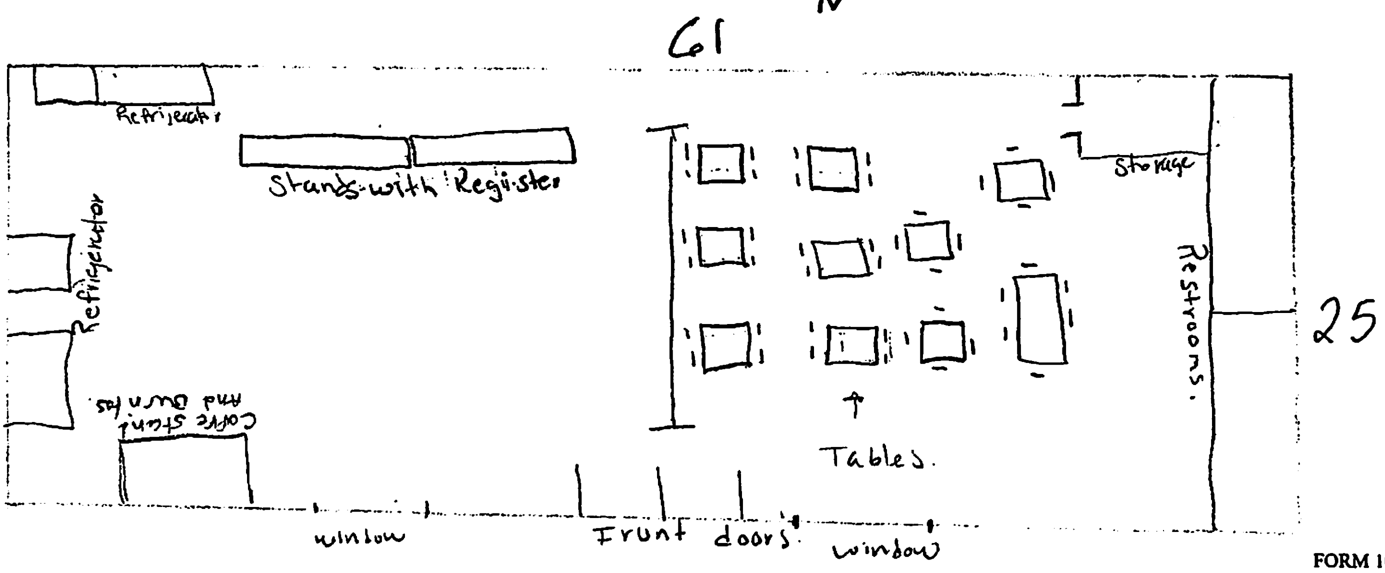
DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED READ CAREFULLY

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

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

Building: length 61 x width 25 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
REV AUG 2016
PAGE 4

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

Last Name: Orona First Name: Cesar MI: O

Social Security Number:____ ______ Date of Birth: 1-20-1973

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

Spouse Social Security Number:______________________ Date of Birth: NOV 28 2016

Percentage of member ownership 100% NEBRASKA LIQUOR CONTROL COMMISSION

Last Name:______________________ First Name:______________ MI:______

Social Security Number:______________________ Date of Birth:______________

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

Spouse Social Security Number:______________________ Date of Birth:______________

Percentage of member ownership______________________

Last Name:______________________ First Name:______________ MI:______

Social Security Number:______________________ Date of Birth:______________

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

Spouse Social Security Number:______________________ Date of Birth:______________

Percentage of member ownership______________________

Last Name:______________________ First Name:______________ MI:______

Social Security Number:______________________ Date of Birth:______________

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

Spouse Social Security Number:______________________ Date of Birth:______________

Percentage of member ownership______________________

FORM 102
REV JUNE 2015
Page 3 of 4

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

☐YES ☒NO

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NEBRASKA LIQUOR CONTROL COMMISSION

If yes, provide the following:

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

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

Starting Date:______________________ Ending Date:______________________

Is this a Non Profit Corporation?

☐YES ☒NO

If yes, provide the Federal ID #.______________________________

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

FORM 102
REV JUNE 2015
Page 4 of 4

Page 1

NE Sec of State John A. Gale CORP - CRTO
9000120102 - Page 1 of 1
LAS VII AMERICAS, LLC
Filed: 01/20/2015 03:12:58 PM

CERTIFICATE OF ORGANIZATION
OF
LAS VII AMERICAS, LLC

1. **Name:** The name of the company shall be Las VII Americas, LLC

2. **Initial Designated Office:** The street and mailing address of the initial designated office of the company shall be:

    1619 East Overland
    Scottsbluff, NE 69361

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

    Simmons Olsen Law Firm, P.C.
    1502 2nd Avenue
    Scottsbluff, NE 69361

Dated: January 19, 2015.

Cesar Orona
Cesar Orona, Organizer

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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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: LAS VII AMERICAS ~~TORTILLERIA~~ L.L.C.

Premises information

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

Premises Trade Name/DBA: LAS VII AMERICAS TORTILLERIA L.L.C.

Premises Street Address: 1619 E. Overland

City: Scottsbluff County: NE Zip Code: 69361

Premises Phone Number: 308-632-2206

Premises Email address: CesarOrona80@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.

Applicant

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

Form 103
REV AUG 2016
Page 2 of 6

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

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NOV 28 2016
NEBRASKA LIQUOR
CONTROL COMMISSION

Last Name: Orona First Name: Cesar MI: O

Home Address: 2902 Primrose Dr.

City: Scottsbluff County: NE Zip Code: 69361

Home Phone Number: 308-765-0164 - 308-765-0126.

Driver's License Number & State:

Social Security Number:

Date Of Birth: 1-20-73 Place Of Birth: Mexico

Email address: CesarOrona80@gmail.com.

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

☐ YES ☒ NO

Spouse's information

Spouses Last Name: First Name: MI:

Social Security Number:

Driver's License Number & State:

Date Of Birth: Place Of Birth:

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

APPLICANT **SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO

Form 103
REV AUG 2016
Page 3 of 6

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NOV 28 2016

NEBRASKA LIQUOR CONTROL COMMISSION

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2004	2006	LAS IV AMERICAS TORTILLERIA	Alfonzo P[illegible]	[illegible]-[illegible]-4017
2006	2016	LAS VII AMERICAS TORTILLERIA	Owner	308-632-2206

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

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

☐ YES ☒ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

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

   ☐ YES ☒ NO

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

   ____

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

   ☒ YES ☐ NO

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REV AUG 2016
Page 4 of 6

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

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NEBRASKA LIQUOR CONTROL COMMISSION

*NLCC Training Certificate Issued: ____________ Name on Certificate: ____________________

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

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Cesar Orona owner	2006 to 2016	1619 E. Overland LAS VII AMERICAS TORTILLERIA L.L.C.

5. Have you enclosed form 147 regarding fingerprints?

[X] YES [ ] NO

Form 103
REV AUG 2016
Page 5 of 6

PERSONAL OATH AND CONSENT OF INVESTIGATION

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NOV 28 2016

NEBRASKA LIQUOR CONTROL COMMISSION

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

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

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

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

Cesar Orona

Signature of Manager Applicant **Signature of Spouse**

ACKNOWLEDGEMENT

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

11-23-16 by Cesar Orona
date NAME OF PERSON BEING ACKNOWLEDGED

Melissa A. Hernandez
Notary Public signature

Affix Seal
GENERAL NOTARY - State of Nebraska
MELISSA A HERNANDEZ
My Comm. Exp. April 22, 2019

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

Form 103
REV AUG 2016
Page 6 of 6

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NOV 29 2016

NEBRASKA LIQUOR CONTROL COMMISSION

Commercial Gross Lease

1. Names. This lease is made by Cesar Corona, Landlord, and Las Americas LLC, Tenant.

2. Premises Being Leased. Landlord is leasing to Tenant and Tenant is leasing from Landlord the following premises:

____.

3. Term of Lease. This lease begins on 11-29-16 and ends on 11-29-2026.

4. Rent. Tenant will pay rent in advance on the 1 day of each month. Tenant's first rent payment will be on 1-12-16 in the amount of $600.00. Tenant will pay rent of $________ per month thereafter.

☒ Tenant will pay this rental amount for the entire term of the lease.

☐ Rent will increase each year, on the anniversary of the starting date in paragraph 3, as follows: ______________________________.

5. Option to Extend Lease

☐ First Option. Landlord grants Tenant the option to extend this lease for an additional 10 years. To exercise this option, Tenant must give Landlord written notice on or before 11-29-2026. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: N/A ______________________.

☐ Second Option. If Tenant exercises the option granted above, Tenant will then have the option to extend this lease for ______ years beyond the first option period. To exercise this option, Tenant must give Landlord written notice on or before ____________________. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease except as follows: ______________________________.

6. Security Deposit. Tenant has deposited $____________ with Landlord as security for Tenant's performance of this lease. Landlord will refund the full security deposit to Tenant within 14 days following the end of the lease if Tenant returns the premises to Landlord in good condition (except for reasonable wear and tear) and Tenant has paid Landlord all sums due under this lease. Otherwise, Landlord may deduct any amounts required to place the premises in good condition and to pay for any money owed to Landlord under the lease.

7. Improvements by Landlord

☒ Before the lease term begins, Landlord (at Landlord's expense) will make the repairs and improvements listed in Attachment 1 to this contract.

☒ Tenant accepts the premises in "as is" condition. Landlord need not provide any repairs or improvements before the lease term begins.

8. Improvements by Tenant. Tenant may make alterations and improvements to the premises after obtaining the Landlord's written consent, which will not be unreasonably withheld. At any time before this lease ends, Tenant may remove any of Tenant's alterations and improvements, as long as Tenant repairs any damage all oral agreements between the parties, as well as any prior writings.

24. Successors and Assignees. This lease binds and benefits the heirs, successors, and assignees of the parties.

25. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- [x] in person
- [ ] via email, at the addresses provided below
- [ ] by certified mail, or
- [ ] by overnight courier.

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NOV 29 2016

NEBRASKA LIQUOR CONTROL COMMISSION

26. Governing Law. This lease will be governed by and construed in accordance with the laws of the state of Nebraska.

27. Counterparts. The parties may sign several identical counterparts of this lease. Any fully signed counterpart shall be treated as an original.

28. Modification. This lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

29. Waiver. If one party waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

30. Severability. If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Dated: 11-29-16

LANDLORD
Name of Business:
at
By:
Printed Name: Cesar Orona
Title: Owner
Address: 2902 Primrose dr. Scottsbluff NE
Email: Cesarorona80@gmail.com

TENANT
Name of Business: Las VII Americas LLC
at
By:
Printed Name: Cesar Orona
Title: Owner
Address: 1619 E. Overland Scottsbluff, NE 69361
Email Cesarorona80@gmail.com

- [ ] GUARANTOR

By signing this lease, I personally guarantee the performance of all financial obligations of ______ under this lease.

Dated:
Printed Name: Title:
Address:
Email:

LF218P Commercial Gross Lease 3-15, Pg.4

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

PENGAD-Bayonne, N. J.

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

From: Kevin Spencer, Chief of Police

Date: 12/16/2016

Re: Application for a Class C Retail Liquor License number C-121080 in the name of Cesar O Orona Las VII Americas dba Las VII Americas Tortilleria, 1619 E Overland 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:

A background check was conducted on Cesar O Orona as a means to determine his fitness to hold a liquor license. As part of this process the applicant is asked if they have ever been convicted of or pled guilty to any charge, meaning any felony, misdemeanor, violation of a federal or state law; a violation of a local ordinance or resolution, including traffic violations. Cesar reported nothing. In conducting this investigation I found that Cesar pled guilty to speeding in Kimball County April 22nd, 2015 and Registration; license plates; required June 5th, 2015.

Cesar Orona appeared before the City of Scottsbluff Liquor License Holders Investigatory Board on December 15th, 2016 at 04:00 pm to discuss this liquor license. Cesar had an employee Carmen Moreno with him who explained that Cesar speaks English but not that well. I asked Cesar why he had not reported the traffic violations. Cesar said through Carmen that he did not realize he was required to report traffic citations. I asked Cesar if there was anything else that he needed to report. Cesar told us that he had a charge in Colorado years ago but it was not a conviction.

Based on the available information, I found nothing to disqualify Cesar or a reason to believe he is not fit to hold a liquor license.

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

Any operator must adhere to the existing laws while doing business in the community and adhere to acceptable business practices. Cesar Orona reported that he will manage the business adding that he will have 5 other employees besides himself. Cesar told me that he has 3 years of experience working in the alcohol industry. Cesar said that he will attend alcohol server training and will require it of all his employees.

Cesar stated that it will "probably" be his policy to terminate any employee that sells alcohol to a minor.

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:

Cesar reported that he will be responsible for the entire alcohol inventory and ordering. Cesar said that there is a locked cabinet in an office where the liquor overstock is kept. Cesar said that he does have cameras on the interior of the business as well as an intrusion alarms for after hours. Cesar said that he is interested in adding cameras both to the inside and the exterior of the business.

Cesar reported that he will have a born on date calendar to help his employees determine customers ages and it will be his policy to check everyone's identification.

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

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

The hours of operation of the establishment will be Monday, Tuesday, and Thursday, Friday 07:00 am to 08:00 pm, closed Wednesday, Saturday and Sunday 07:00 am to 02:00 pm. Cesar told us that the liquor will only be served in the restaurant which is only open until 02:00 pm and it will not be for offsite sales only by the drink. Cesar said that beer will be available for offsite sales when open.

Oversight and accountability will be a priority for the applicant as it relates to the sale of alcoholic beverages. The Liquor License Holders Investigatory Board did endorse a positive recommendation.

SPECIFIC ISSUES COMMISSION MAY CONSIDER

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

There have been no known citizen protests of this business.

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

The business is located at 1619 East Overland Scottsbluff, NE. It is a business that will attract customers during the hours of operation. 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 establishments of this nature in the immediate area.

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

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

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 31 full time officers in the department and handled approximately 13,550 calls for service, not including traffic citations during 2015. The number of liquor licenses within the jurisdictional boundaries of the police department, regardless of the class, continues to be a concern to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

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

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

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

CITY OF SCOTTSBLUFF
City Clerk

EXHIBIT IV

Memo

Date: December 19, 2016

To: Honorable Mayor Meininger and Members of the City Council

From: Cindy Dickinson, City Clerk

CC: Nathan Johnson, City Manager

Re: Las VII Americas Tortilleria, 1619 East Overland, Scottsbluff, NE Class C-121080 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**

• Page 1

Class C Licenses

Restaurants	
El Charrito Restaurant & Lounge, Inc .	802 21st Avenue
Tangled Tumbleweed	1823 Ave. A
MJ's Restaurant	2615 5th Ave.
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
16th Empire (PENDING)	1605 Ave. A
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
Clubs	
Elks BPO Lodge 1367	1614 1st Avenue
Bowling Alleys	
Valley Bowl Fun Center	1702 17th Ave.

TOTAL CLASS C LICENSES 17 (1 pending)

Class D Licenses

Grocery Stores	
Safeway of Western Nebraska	601 Broadway
Convenience Stores	
5th & O Eastco	503 East Overland
Scottsbluff Watering Hole	121 W 27th Street
Big Bats	902 West Overland
Panhandle Coop Assn.	3302 Ave. B
Git N Split	506 West 27th Street
Cheema's Gas & Liquor	2002 Avenue I
Route 26 Mart	1722 E 20th Street
Maverik Stores Inc.,	920 West 36th St.,
La Bamba	721 East Overland
Walgreens	205 West 27th Street
Liquor Stores	
Dermer's	1311 E Overland Dr.
Cigarette Chain	323 East Overland
Discount/Grocery Stores	
Big Kmart #7024	802 East 27th Street
Wal-Mart Supercenter #867	3322 Avenue I

TOTAL CLASS D LICENSES 15

CLASS I LICENSES

Restaurants	
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
Oriental House	1502 E. 20th St.
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.
Theater	
Hotel/Motel	
Hampton Inn & Suites	301 W Hwy 26

TOTAL CLASS I LICENSES 14

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	17	(1 pending)
Class D	15	
Class I	14	
Class W	1	

TOTAL LICENSES 49 (1 pending)

CITY OF SCOTTSBLUFF
DEVELOPMENT
SERVICES

EXHIBIT
#5

Memo

Date: November 30, 2016

To: Honorable Mayor and City Council

From: Staff, Development Services

CC: Nathan Johnson

Re: Class "C" Liquor License Application
Las VII Americas LLC
1619 E Overland
Scottsbluff, NE 69361

Action:

Las VII Americas Tortilleria has applied for a Class C Liquor License for their location at 1619 East Overland.

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 1619 East Overland is situated in a C-3 (Heavy Commercial) zoning district where restaurant/bar/taverns are allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.

(2) For the proposed use as a restaurant, there is one parking space required per 3 square feet of retail space, so for the applicant, 14 parking spaces are required. There is not adequate parking available on the same lot as the restaurant, but the owner also owns the adjacent lot to the west of the property, which has plenty of space for parking. The owner has indicated that he intends to use the adjacent property for parking, which should provide the required 14 parking spaces.

(3) The use of this property is consistent with the surrounding neighborhood, which is generally commercial in nature.

(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, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Pub. Hear.2

Council to conduct a public hearing at 6:05 p.m. to consider the purchase of property with the City of Gering, generally located in Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, identified as follows: Section 36: East ½ South East ¼.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Pub. Hear.3

Council to consider action on the purchase of property located in Section 36, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, identified as follows: Section 36: East ½ South East ¼.

Staff Contact: Nathan Johnson, City Manager

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Public Inp1

Council to consider a community festival permit for the Scottsbluff Celtic Gathering event on May 20 and 21, 2017 at Frank Park.

Staff Contact: Triniti Burgner, Recreation Supervisor

APPLICATION
COMMUNITY FESTIVAL, BUSINESS PROMOTIONAL EVENT, CARNIVAL PERMIT

To be filed with the city Clerk at least 14 days, but no more than one year before proposed event.

1. The Celtic Gathering Committee
(name of sponsoring organization)

2930 Old Oregon Trail Rd. Gering, NE 69341 (308)633-1808
(street) (city) (state) (telephone number)

Andrew Hunzeker (308) 641-7576
(chairperson responsible for event) (day telephone number)

2. Scotts Bluff County & City of Scottsbluff
(name of co-sponsoring organization)

27th & 2nd Street NE (308) 633-1808
(street) (city) (state) (telephone number)

Brenda Leisy & Trinity Burgner (308) 632-0059
(contact person) (day telephone number)

3. **Event Information**

The Scottsbluff Celtic Gathering
(name of event)

May-20/21 2017 May 20 from 3:00 - May 21 @ midnight.
(date(s) of event) (time(s) of event)

Frank Park
(location of event)

4. **Activity Information**
Describe general activities including whether there will be any vendors, music, loudspeakers. Serving or selling of alcoholic beverages*, etc.)

music, bands, dancing, vendors, games, Kids activities
Special permit request for alcohol needed

*If alcoholic beverages will be sold or served, a special permit will be required. The applicant should contact the City Clerk for more information.

5. **Street Closure**

none
Please note any streets to be closed and the times required for closure

6. **Flags/Banners/Signs**

yes

7. **Carnivals - If event includes a carnival, the next sheet should be completed.**

8. Have you provided for a public liability insurance policy naming the City as additional insured? Yes __________ No __________

Community Festival/Business Promotion	Street Carnival
$200,000 for one person	$ 800,000 for one person
$500,000 for any one accident	$2,000,000 for any one accident
$ 50,000 for injuries to property	$ 200,000 for injuries to property

9. Have you provided either a $2,500.00 cash deposit or surety bond for clean up. (This will be returned after it is determined that no repairs or clean up is required by City).

Yes ________________ No __________________

I (We) agree to abide by all regulations as stated in the Scottsbluff Municipal code regulating this permit.

Dated: 11/01/14

Signed:

Andrew Hunzeker
(name of sponsoring organization)

(signature of authorized representative of sponsoring organization)

Triniti Burgner
(name of co-sponsoring organization)

Timothy Burgner
(signature of authorized representative of co-sponsoring organization)


MAP LEGEND
Temporary Restroom
Permanent Restroom
Stage
Celtic Gathering Event Tents
Movie In The Park
Fire Pit
Beer Garden
Other Vendors Area
A
B
C

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Reports1

Council to consider approval of the OneLibrary Interlocal agreement, and authorize the Mayor to execute the agreement.

Staff Contact: **Noelle Thompson, Library Director**

Agenda Statement

Item No.

For Meeting of: December 19, 2016

AGENDA TITLE: OneLibrary Interlocal Agreement

SUBMITTED BY DEPARTMENT/ORGANIZATION: Library

PRESENTATION BY: City Manager, Nathan Johnson

SUMMARY EXPLANATION: The Library requests the Mayor's signature and authorization on our amended Interlocal Agreement with OneLibrary Consortium.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: The Library Director requests the Mayor's signature and authorization to continue our agreement and participation with the OneLibrary Consortium.

EXHIBITS

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

Other (specify) ____________________

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐
Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: ____________________
City Manager

Rev: 11/15/12 City Clerk

ONELIBRARY CONSORTIUM

INTERLOCAL AGREEMENT

The basis on which the OneLibrary Consortium was established is the Interlocal Agreement, made and entered into on January 16, 2001 by and between the City of Norfolk, Nebraska, the City of Columbus, Nebraska and the Northeast Community College, Norfolk Nebraska. Execution of this Agreement by the City of Norfolk, the City of Columbus, the City of Wayne, the City of Schuyler, the City of Scottsbluff, Northeast Community College and Central Community College, shall serve to terminate the prior Interlocal agreement dated January 16, 2001.

1.0 ONELIBRARY CONSORTIUM ESTABLISHMENT AND GOALS:

1.1 OneLibrary is a consortium of publicly funded libraries in the State of Nebraska. Its mission is to enrich the collections, share the resources, enhance the services and strengthen support for its member libraries. The mission is achieved through supporting a unified catalog of library resources, an efficient materials request and delivery system, and other activities that enable its members to provide library services efficiently and effectively.

1.2. Startup funds for the OneLibrary project were provided by grants from the Nebraska Library Commission, the Nebraska Information Technology Commission and the Peter Kiewit Foundation, in addition to each library's contribution of funds. Each participating library contributed budgeted funds for data processing expenses and for local equipment purchases.

1.3. Each member's goal shall be to maintain and enhance a strong working relationship with member libraries. All member libraries shall subscribe to the goals and primary functions of OneLibrary as noted below.

1.4. OneLibrary is based on integrated library software and computer equipment located at each member institution and linked via the Internet and the union catalog.

1.5. The functions of OneLibrary are listed below, not necessarily in priority order of importance:

a. To provide access to the union catalog of the member libraries;

b. To allow patrons to request needed materials from the collections of member libraries;

c. To enhance cooperative electronic and physical document delivery of materials held by member libraries;

d. To provide potential access to electronic databases other than the union catalog to member libraries and their patrons; and

e. To support cooperative collection development activities by member libraries.

1.6 This Agreement and the OneLibrary project shall be perpetual and shall continue so long as at least two (2) parties remain participating in this Interlocal Agreement.

2.0 THE ONELIBRARY COUNCIL AND GOVERNANCE STRUCTURE:

2.1 OneLibrary is governed by a governing board of representatives from each member institution. That board, called the OneLibrary Council, shall consist of the library directors of member libraries.

2.2 The OneLibrary Council will elect a President. The term of service and obligations of office shall be published in the OneLibrary Bylaws.

2.3 Each member institution shall have one vote on the OneLibrary Council.

2.4 The Council shall develop and maintain bylaws governing OneLibrary activities and services.

2.5 The Council shall approve OneLibrary budgets and expenditures plans.

2.6 The Council shall set policies for OneLibrary and its relationship with member libraries.

2.7 The OneLibrary Council shall establish other advisory groups or ad-hoc committees as needed.

2.8 Should any member leave the OneLibrary consortium, the leaving member shall forfeit any interest it may have in the property owned by OneLibrary to the remaining OneLibrary members. Except as otherwise provided in this Agreement, in the event all OneLibrary members shall agree to disband the OneLibrary consortium, any property owned by OneLibrary shall be distributed equally between the disbanding members.

3.0 NORFOLK PUBLIC LIBRARY RESPONSIBILITIES:
3.1 The Norfolk Public Library shall serve as the business agent for OneLibrary and shall provide administrative and technical support for the consortium as follows:

3.2 Budget and accounting activities for OneLibrary shall be maintained by the City of Norfolk.

3.3 The staff of the Norfolk Public Library shall provide the OneLibrary Council with all necessary management information, including but not limited to technical and financial reports.

3.4 The Norfolk Public Library shall draft an annual report subject to the approval of the OneLibrary Council.

3.5 The Norfolk Public Library shall be the official repository for OneLibrary documentation, correspondence and other business records.

4.0 MEMBER LIBRARIES DUTIES:

4.1 Each member library shall be responsible for purchasing and maintaining its own local system hardware and software.

4.2 Each member library shall provide, at its expense, all costs to link and ensure reliable access from the library's local system to the union catalog.

4.3 The ongoing expenses associated with the delivery of services by OneLibrary shall be a pro-rata amount for software maintenance, supplies and reserve costs. The pro-rata costs for annual software maintenance charges will be figured as a proportion of the number of materials held in each individual library compared to the overall total number of materials held by the consortium.

4.4 Each new member library shall provide to OneLibrary automation vendor a copy of its bibliographic, authority and holdings databases for loading into the central system. The member library shall be responsible for all expenses associated with the profiling and migration of its database.

4.5 Each member library shall provide to OneLibrary additional records added to the above mentioned databases using mutually acceptable catalog rules and procedures.

4.6 Each member library shall participate in interlibrary loan circulation according to each library's respective current circulation policy. Provision of the widest possible Interlibrary Loan circulation of materials under these policies shall be a goal of the consortium.

4.7 Each member library shall participate in the OneLibrary electronic and physical document delivery services that support the circulation noted in section 4.8 and other cooperative services and activities as approved by the OneLibrary Council.

4.8 Each member library shall actively participate in the general management and advisory activities of OneLibrary by maintaining active participation in the OneLibrary Council and in additional groups established by the OneLibrary Council including but not limited to standing committees, ad-hoc committees, task forces, and advisory bodies. Travel costs are the responsibility of the member library.

4.9 The OneLibrary Council may terminate a member library's OneLibrary membership only if the institution materially breaches its duties and such duties remain breached for 180 days after notification by OneLibrary or if to continue participation would violate laws of the State of Nebraska.

4.10 Each member library can at its discretion withdraw from the OneLibrary consortium. Such withdrawal will be effective upon 60 days written notice. The withdrawing member library will not receive any refund of monies paid to automation vendor and is responsible for the cost of removing their holdings from the OneLibrary database. The withdrawing library will continue to pay software costs until all records are removed.

4.11 Each member library shall be responsible for verifying copyright and/or fair use status and/or obtaining copyright permission prior to its placing or introducing any information, text, graphics or data into the OneLibrary database(s). Member libraries agree they shall be solely responsible and shall indemnify the other parties to this Agreement and hold them harmless from any claim, loss, liability or expense due to loading of copyrighted materials in the OneLibrary database(s) by the employees or agents of the member library where such loading or subsequent use, viewing, printing, downloading or recopying is alleged to be infringing.

5.0 DATA RIGHTS AND OBLIGATIONS

5.1 Data obtained by the union catalog site from each member library shall hereby be contributed to OneLibrary for use in achievement of OneLibrary's goals, subject to any third-party license restrictions attached to such data.

5.2 Data obtained by each member library from the union catalog shall hereby be contributed to the member library, subject to any third-party license restrictions attached to such data.

6.0 MISCELLANEOUS

6.1 Except as otherwise limited by Nebraska law, each party shall be responsible for its tortious act or omissions and those of its officers or employees arising out of, or in any way connected with the performance or obligations of each party under this Agreement.

6.2 This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent or waiver of terms of this Agreement shall bind either party, unless in writing and signed by all parties. Any such amendment, consent or waiver shall be effective only in the specific instance and for the specific purpose given. The parties, by the signature below of their authorized representatives, acknowledge having read and understood the agreement and to be bound by its terms and conditions.

THE CITY OF NORFOLK, NEBRASKA
A Municipal Corporation,

ATTEST: ___________________________________

Mayor

____
City Clerk

(S E A L)

Approved as to form: _______________________________
Norfolk City Attorney

THE CITY OF COLUMBUS, NEBRASKA
A Municipal Corporation,

ATTEST: ______________________________________
Mayor

____
City Clerk

(S E A L)

Approved as to form: _________________________________
Columbus City Attorney

NORTHEAST COMMUNITY COLLEGE
A Nebraska Community College

By: ______________________________________
Its President

CENTRAL COMMUNITY COLLEGE
A Nebraska Community College

By: ______________________________________
Its President

THE CITY OF WAYNE, NEBRASKA
A Municipal Corporation,

ATTEST: ______________________________________
Mayor

____
City Clerk

(S E A L)

Approved as to form: _________________________________
Wayne City Attorney

THE CITY OF SCHUYLER, NEBRASKA
A Municipal Corporation,

ATTEST: ______________________________________
Mayor

____

City Clerk

(S E A L)

Approved as to form: ________________________________
Schuyler City Attorney

THE CITY OF SCOTTSBLUFF, NEBRASKA
A Municipal Corporation,

ATTEST: ____________________________________
Mayor

____
City Clerk

(S E A L)

Approved as to form: ________________________________
Scottsbluff City Attorney

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Reports2

Council to consider the amended Fire Contract ARTICLE XXI Health Insurance and authorize the Mayor to execute the agreement.

Staff Contact: Jana Bode, HR Director

Agenda Statement

Item No.

For meeting of: December 19, 2016

AGENDA TITLE: Council to consider amended Fire Contract ARTICLE XXI Health Insurance.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Human Resources

PRESENTATION BY: City Manager, Nathan Johnson

SUMMARY EXPLANATION: Effective Jan. 1, 2017
DENTAL PREMIUM INCREASE FOR CALENDER YEAR 2017:
Dental premium increased to $25.00 per month for single coverage (prior amount $15 per month) and $50.00 per month for family coverage (prior amount $30.00). This premium is consistent with the amount charged to all other employee groups.

BOARD /COMMISION RECOMMENDATION

STAFF RECOMMENDATION

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

Other (specify)

Notification List: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: ______________________________
City Manager

AMENDED CONTRACT

ARTICLE XXI
HEALTH AND DENTAL INSURANCE

SCOTTSBLUFF FIREFIGHTERS LOCAL #1454

FOR THE YEAR JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

This document is an addendum to Article XXI of the Contract between the City of Scottsbluff and the Scottsbluff Firefighters Local #1454.

HEALTH AND DENTAL INSURANCE

The City will provide a choice of health insurance plans to members. Participation in these plans shall be subject to policies and procedures as established in the City Personnel Manual and/or Administrative Regulations. Members are provided with information to assist in making their plan selection. The members of the Firefighters' Union shall pay the following rates for the calendar year of 2017:

Plan D $ 0 per month for single $ 0 per month for family

The City will contribute to the employee's Health Savings Account: $12.50 per month for single and $25.00 per month for family, if requirements of the Preventive Care Incentive Program have been met. (refer to the Preventive Care Incentive Program for details)

The Dental insurance premium beginning 2017 calendar year shall be $25 per month for single dental coverage and $50 per month for family dental coverage.

IN WITNESS THEREOF, the parties hereto have set their hands this ____ day of _________________________, 2011.

CITY OF SCOTTSBLUFF, NEBRASKA SCOTTSBLUFF FIREFIGHTERS LOCAL #1454

_______________________________ _______________________________________

Mayor President

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Reports3

Council to consider approval of acceptance of the ASPCA Emergency Pet Shelter Grant in the amount of $2,000 and authorize the Emergency Manager to electronically sign the agreement.

Staff Contact: Tim Newman, Emergency Management Director

Agenda Statement

Item No.

For meeting of: December 19, 2016

AGENDA TITLE: Council to consider approval of acceptance of the ASPCA Emergency Pet Shelter Grant in the amount of $2,000 and authorize the Emergency Manager to electronically sign the agreement.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Tim Newman, Region 22 Emergency Management Director

SUMMARY EXPLANATION:. A few weeks ago, Emergency Management submitted an application for a small grant from the ASPCA to purchase portable kennels, food and water bowls, and other assorted equipment to be used by the Region 22 Disaster Force in case of disaster for a temporary pet shelter. On December 13th, Emergency Management was notified that the grant will be awarded.

Most shelters for humans will not accept pets and this becomes a problem if an area is evacuated and people will not leave because they cannot bring their pets. In 2006, the US passed a law called the Pets Evacuation and Transportation Standards (PETS) Act. This was due to the spotlight that Hurricane Katrina placed on the issue of taking care of pets during disasters. This $2,000 will be used solely for the purpose of purchasing supplies and equipment to house pets during a disaster or emergency.

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

GRANT AGREEMENT REFERENCE:

NAME: **Region 22 Emergency Management**
PROJECT: **Equipment for Region 22 Volunteer Disaster Response Force**
AMOUNT: **$2,000.00**
GRANT NUMBER: **2016-1893**
GRANT TERM: **December 13, 2016 - June 13, 2017**
ASPCA GRANT OFFICER: **Matt Stern**

GRANT ACCOUNT LOGIN: **https://www.grantrequest.com/SID_900?SA=AM**

December 13, 2016

Mr. Timothy Newman
Region 22 Emergency Management
1801 Avenue B
Scottsbluff, NE 69361

Dear Mr. Newman,

The American Society for the Prevention of Cruelty to Animals (the "ASPCA") is deeply honored to be able to grant to Region 22 Emergency Management (the "Grantee," and together with the ASPCA, the "parties" and each a "party") the amount of $2,000.00 (the "Grant"). These funds are designated for the purpose set forth below and as outlined in your grant request and as further described in this agreement (this "Agreement") and, if applicable, its amendments: Equipment for Region 22 Volunteer Disaster Response Force (the "Project").

Unless otherwise noted in the payment schedule below, the ASPCA shall pay the grant to the Grantee approximately two to six weeks following receipt of your online acknowledgement of this Agreement. By endorsing and depositing the Grant check, you represent and warrant that Grantee will meet the obligations specified in this Agreement.

Intending to be legally bound and in consideration of the Grant provided to the Grantee and the desire of the Grantee to conduct the Project, the parties hereby agree to the following terms and conditions as of the first date listed above (the "Effective Date"):

1. Grantee Requirements.

Type	Notes	Schedule Date
Acknowledgement of Award Letter		January 13, 2017

Final Report		June 13, 2017
Financial Report		June 13, 2017

The Grantee shall communicate with Matt Stern (matt.stern@aspca.org) (the "ASPCA Grant Officer") according to the schedule and additional instructions (if applicable) to review and evaluate the use of the Grant funds. (Grant Agreement acknowledgements are required and should be made online by accessing your ASPCA Grants account*; formal letters of acknowledgement and thank you letters are optional and should be mailed or emailed to your ASPCA Grant Officer.)

*** Requirements must be submitted through your ASPCA Grants account at: https://www.grantrequest.com/SID_900?SA=AM**

An explanation of additional grant requirements you may be asked to fulfill are described in Schedule 1 and on our website at aspcapro.org/grants.

You are required to provide additional information relating to this Grant upon the ASPCA's request. Such additional information may include but is not limited to: receipts (up to three years after the Grant end date), photographs, and press information. In addition, you are required to provide access to the ASPCA upon the ASPCA's request so that the ASPCA may conduct a site visit of your location(s) during standard business hours, or at a day and time mutually agreed upon by the ASPCA and the Grantee. The ASPCA will provide you with reasonable notice of any such request unless otherwise mutually agreed upon.

You may submit requirements upon completion at any point during the grant term. Organizations that fail to submit required documentation in a timely manner may jeopardize future grants and/or grant payments. Should you need a due date extension, please forward your request, prior to the due date, to matt.stern@aspca.org with the requirement type (e.g. Final Report, Financial Report, etc.), an explanation for your request (including the reason for the anticipated delay) and your preferred new due date.

2. Use of Grant Funds. The ASPCA shall pay the Grant to the Grantee according to the following schedule:

Payment Number	Total # of Payments	Approximate Schedule Date	Amount
1	1	December 13, 2016	$2,000

The Project shall consist of the activities outlined in the Grant request submitted to the ASPCA ("Equipment for Region 22 Volunteer Disaster Response Force"). The Project shall also include the following:

The Grantee agrees that it is the sole employer of all individuals who are compensated in whole or in part with Grant funds, or whose employment, fellowship or internship position arises in any way as a direct or indirect result of the Grant (each a "Funded Position"). The Grantee further agrees that it is exclusively responsible for the classification and engagement of any contractors whose fees and/or expenses are paid in whole or in part with Grant funds ("Funded Contractor"). Accordingly, the Grantee agrees that with respect to any Funded Position and/or any Funded Contractor, the Grantee is exclusively responsible for compliance with, and will comply with, any and all applicable federal, state and local employment laws, regulations and rules, including, but not limited to, any employer obligations to: (a) timely pay all wages or other compensation due; (b) withhold and remit employment taxes; (c) administer any required discipline; (d) provide insurance coverages; (e) prohibit discrimination or harassment based on any protected characteristic; and (f) provide any required leave or accommodation. The Grantee acknowledges and agrees that the parties to this Agreement are in the relationship of Grantor and Grantee, and the use of Grant funds for Funded Positions and/or Funded Contractors does not constitute a joint venture, affiliation, or joint employment relationship of any kind.

The Grantee acknowledges and agrees that the grant shall be used exclusively for costs incurred directly in connection with the Project and as set forth in this Agreement, and that failure to do so will result in the Grantee having to return the grant to the ASPCA within ten (10) days of the ASPCA's request to do so.

The Grantee agrees that at no time will any funds it receives from the ASPCA be used to attempt to influence the outcome of any selection, nomination, election, or appointment of any individual to any public office or office of a political organization within the meaning of Internal Revenue Code Section 527(e)(2), and shall furthermore not use any of the funds it receives from the ASPCA to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

The Grantee hereby grants to the ASPCA a license to use the Grantee's name and trademarks on materials directly related to the activities of the Project and/or the Grant. The Grantee Key Contact is Mr. Timothy Newman (the "Grantee Key Contact"), and the Grantee Key Contact shall communicate with Matt Stern (matt.stern@aspca.org) monthly to review and evaluate the progress of the Project.

3. <u>Acknowledgment of ASPCA Support</u>. In consideration of the grant, the Grantee shall publicly acknowledge that the Project was made possible through a generous grant from the ASPCA and shall reference the ASPCA in all "Project Materials." "Project Materials" shall include, but not be limited to, all copy, script, text, graphics, photographs, video, audio, promotional and advertising materials, and all other editorial matter(s) or press releases relating to the Project. The Grantee shall submit the Project Materials for review and approval by the ASPCA Grant Officer prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project Materials shall be instituted by the Grantee without the prior written approval of the ASPCA Grant Officer. The ASPCA hereby grants to the Grantee a license to use the ASPCA Trademarks on materials directly related to the activities of the Project. "ASPCA Trademarks" are: "ASPCA®", which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and "The American Society for the Prevention of Cruelty to Animals®". The ASPCA has the right in its sole discretion to require the Grantee to remove all references to the ASPCA's involvement if the ASPCA determines that the Grantee is not fulfilling its obligations under this Agreement or if for any other reason the ASPCA determines that it is no longer in the ASPCA's best interest to be referenced in such manner.

Jpegs of the ASPCA logo are embedded below for your cut-and-paste use on your website or other collateral. Additional logos and badges can be found here: http://aspcapro.org/badges. Instructions regarding links to the ASPCA's website can be found at this URL: http://www.aspca.org/about-us/linking-policy.

For assistance regarding recognition of your Grant, including press releases, advisories, or general media outreach, please contact the ASPCA's Media Department at press@aspca.org. A suggested press release template is provided as Schedule 2 as a helpful guide. Social media tips are also provided on Schedule 3.

4. Records. The Grantee will keep accurate books and records with respect to the grant in accordance with generally accepted accounting principles and business practices. The Grantee will maintain its books and records in such a manner that the receipts and expenditures of the Grant funds will be shown separately on such books and records in any easily checked form. The Grantee will keep records of receipts and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three years after completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of the Grantee's acceptance of the Grant through such period.

5. Maintenance of Tax-Exempt Status. In carrying out the Project, the Grantee shall comply with all applicable federal, state and local laws and regulations. If the Grantee is a 501(c)(3) organization, the Grantee certifies that it is in good standing with the Internal Revenue Service and shall notify the ASPCA immediately of any change in, or challenge by the Internal Revenue Service to, its status as a 501(c)(3) tax-exempt organization.

6. Termination. The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion the situation has been corrected or (ii) declare the Grant terminated in any of the following circumstances:

(a) If, as the result of the consideration of reports and information submitted to it by the Grantee or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA's mission to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission") or that the Project is not being executed in substantial compliance with the grant request (or work plan as revised) or that the Grantee is incapable of satisfactorily completing the work of the Project;
(b) In the case of any violation by the Grantee of the terms and conditions of this Agreement;
(c) In the event of any change in, or challenge by the Internal Revenue Service to, the Grantee's status as a 501(c)(3) tax-exempt organization if applicable; or
(d) If it is revealed that, during the Project, the Grantee is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission.

If the ASPCA terminates the Grant, it shall so notify the Grantee, whereupon it, if so requested by the ASPCA, shall promptly refund and pay back to the ASPCA any unexpended balance of the Grant funds in the Grantee's hands or under its control.

Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds and the Grantee shall, at the option of the ASPCA, repay to the ASPCA any portion of the Grant funds that were not spent for the Project. All such determinations by the ASPCA under this Section 6 will be final, binding and conclusive upon the Grantee.

7. Unspent Grant Balance. If the Grantee anticipates not spending or committing to spend the full grant amount within the Grant Term, the Grantee may request an extension to allow for more time to complete the Project without requesting additional funds. To request an extension, the Grantee must provide the following 30 days prior to the grant end date or earlier: 1) a brief (2-3 sentence) explanation for why the extension is necessary, 2) any proposed changes to the Project budget line items, if applicable, and 3) a proposed new end date for the grant. The request should be emailed to the Grant Officer and grants@aspca.org.

The ASPCA, in its sole discretion, may approve the extension request and extend the grant term to a date different from the Grantee's proposed new end date. If the ASPCA declines the request for an extension, or if the Project is completed but carries a balance of unspent funds, the Grantee shall promptly refund and pay back to the ASPCA the unexpended balance.

8. Future Funding. The Grantee acknowledges that the ASPCA and its representatives have made no actual or implied promise of funding except for the amounts specified in this

Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that the ASPCA will have no further obligation to the Grantee in connection with this Grant as a result of such return or rescission.

9. Modification. No amendment or modification of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto.

10. Miscellaneous. This Agreement is intended to be binding upon the Grantee and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between the Grantee and the ASPCA. This Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles thereof. The parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in New York, New York with respect to any action or proceeding brought in connection with this Agreement. This Agreement may be executed by the parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

By endorsing and depositing the Grant check, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.

We extend our best wishes to you for continued success and look forward to hearing about your accomplishments during the year. It is a pleasure to be among your current supporters.

Sincerely,

Michael Barrett
Vice President, ASPCA Grants

CC: grants@aspca.org

Schedule 1: Grant Reporting Requirements

We require ASPCA grantees to fulfill a variety of requirements based on the grant size and purpose. We make every effort to minimize the reporting burden on grantees while employing best practices in all of our grants programs.

Please follow these guidelines when submitting requirements:

- Submit ALL requirements online by logging into your ASPCA Grant Account at **https://www.grantrequest.com/SID_900?SA=AM**

- Please adhere to the due dates – you may submit fulfilled requirements at any point during the grant term. Should you need extra time to submit any particular requirement, please contact the ASPCA Contact on your award letter prior to the due date with 1) a request for a due date extension, 2) the preferred due date and 3) an explanation for the request.

Grantees will be asked to submit some or all of the following requirements:

- **Acknowledgement of Award Letter** – all grant awards in the amount of $5,000 or less must be acknowledged online as your official indication that you intend to use the funds as instructed in the grant agreement.
- **Final Report –** indication of results/outcomes and an analysis of your project plus an estimation or exact indication, if measurable, of the number of animals impacted by the grant. Narrative text entry and/or upload.
- **Financial Report/Receipts** – a comprehensive list of expenditures for which grant money had been used (typically best submitted in a spreadsheet). Financial Reports for projects that produce accurate, easily measurable outputs, such as targeted spay/neuter programs, should identify the cost per animal as part of a detailed report on the project. Receipts and/or invoices should be uploaded when appropriate.. Narrative text entry and/or upload.
- **Photos –** Generally, we ask for photos that show pictorial evidence of the intended use of funds; we may also ask for photos associated with human interest stories for promotional purposes. Narrative text entry for captions plus uploads.
- **Press Information** – links to or uploads of press releases, clips or links showing recognition of the ASPCA's grant for your project. You can also include stories, anecdotes, quotes, and social media posts that could be used for promotional purposes including human interest stories with accompanying photos. Narrative text entry and/or upload.
- **Progress Report** – an interim report designed to inform your grant officer on the status of the project. Narrative text entry and/or upload.
- **Signed Amendment** – occasionally the purpose or amount of a grant will change during the grant term. In some cases,this will require a signed amendment to the contract.
- **Signed Contract** – payments of all grant awards that exceed $5,000 are contingent upon your submission of two signed contracts mailed to ASPCA, Attn: Grants Department, 520 8th Avenue, 7th Floor, New York, NY 10018.
- **Site Visit –** indicates that a grant officer wishes to make a physical site visit of your facility during the grant term, sometimes as a condition of payment or to provide your organization with additional non-cash outreach and resources.

Schedule 2: Press Release Template (Optional)

Your Organization's Logo Here

[DATE]

Media Contact: [NAME]
[PHONE] / [EMAIL]

Headline

Subheader

[City], [State]—The [Organization] today announced (general information about the initiative/program/event/grant)

"Compelling opening statement about a problem," said Spokesperson, title. "Quote that includes more information about how the funding will assist in impacting animals." (Example: "Many families have sadly had to part with their pets in recent years as a result of the economic downturn," observes Jane Doe, director of shelter operations. "These funds will help expand our safety net program in order to keep more families together.")

*Optional quote from the ASPCA (must contact ASPCA Media Department **press@aspca.org**)*

Paragraph with detailed information about initiative/program/event/grant.

For more information, please visit [website].

About [Organization]

History and background of your organization.

###

Schedule 3: Social Media Tip Sheet for Grantees

Why Use Social Media?

Using social media tools such as Facebook, Twitter, YouTube, and blogs to spread the word about your organization and the great work it does can be a powerful and cost-effective strategy for capturing the attention of potential and existing adopters and donors. If you aren't already using social media, here are three of the most compelling reasons to do so:

- ***The potential reach of social media is immense***. In contrast to more conventional publicity vehicles, such as printed advertisements, nearly everyone has equal access to your message, and your audiences can easily and immediately share that message with their audiences, helping it go exponentially farther. Social media tools make it easier to see who you're reaching and easier to interact with your constituents, and thereby build and strengthen connections with them.
- ***Social media tools are free***. There is no cost to sign up for accounts on Facebook, Twitter, YouTube, or blogging sites such as WordPress or Blogger, which eliminates barriers to entry for cash-conscious organizations. Social-media-savvy volunteers can provide *pro bono* assistance in promoting your organization's work with these tools.
- ***Brevity is a virtue***. In the social media realm, lengthy appeals can be counterproductive – usually a few words or lines, a brief story, a photo, or a video can be ideal for generating substantial interest in your efforts. There's no need to use every available social media platform – choose only the one(s) that best fit your organization's communication style.

ASPCA Grant Publicity Guidelines

Social media tools make it easy to share news about your ASPCA grant and the project it is supporting! Updates on your successes that engage readers, along with clear and colorful photos and videos that showcase those successes, will help your group to attract more followers. We encourage you to publicize your funded project – and if you do, please loop in your grant officer to let him/her know!

Connect with us…

…on **Twitter** at **@aspca and @aspcapro**
Using the **#aspcagrants** hashtag to share news of your ASPCA grant and its impact makes it easy for adopters and donors across the Twitterverse to catch wind of your success, whether or not they're already followers.

…on **Facebook** at **facebook.com/aspca** and **facebook.com/ASPCApro**
Becoming a "fan" of ours and creating a "fan" page of your own makes it easy for the ASPCA, other organizations, and the general public to learn about your organization and the great work you do, and to share your success with others. We hope you'll "like" us!

…on **YouTube** at **youtube.com/ASPCA** and **youtube.com/ASPCApro**
Many smartphones make it easy to shoot and upload videos to YouTube, which provides a powerful platform for your audiences to literally see your work in action. Subscribe to the ASPCA's channel and see how other animal welfare organizations are using YouTube to bring their efforts to life.

Resources

- **ASPCAPro Resource Library** (http://www.aspcapro.org/resource-library) – This repository of articles, tip sheets, and webinars has been developed specifically to serve the needs of our grantees.
- ***The Social Animal*** (http://www.thesocialanimal.com/) – A blog focused on helping animal welfare advocates use social media tools to accomplish their mission more effectively.
- ***Beth Kanter's Blog*** (http://www.bethkanter.org/) – A blog focused on helping nonprofits use social media and other digital tools to achieve social change.

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Reports4

Council to consider the renewal of a Lease Agreement with Inventive Wireless LLC, dba Vistabeam for their wireless antenna system on the Coke Plant Water Tower and authorize the Mayor to execute the agreement.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Meeting Date: December 19, 2016

AGENDA TITLE: Council to consider the renewal of a Lease Agreement with Inventive Wireless LLC, dba Vistabeam for their wireless antenna system on the Coke Plant Water Tower.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works Department

PRESENTATION BY: Nathan Johnson, City Manager

SUMMARY EXPLANATION: Inventive Wireless LLC, dba Vistabeam of Scottsbluff has an existing Lease Agreement with the City for renting space on the Coke Plant Water Tower (1604 21st Ave) for their wireless internet service equipment.

Legal reviewed the renewal and we've updated a couple areas with the most notable change extending the term from 3 years to 5 years. The rental fee is $150.00 a month.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Staff recommends that Council approve the renewal of the Lease Agreement with Inventive Wireless LLC, dba Vistabeam.

EXHIBITS

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

Please provide all visual presentation materials.

Other (specify) ☐ ____

NOTIFICATION LIST: Yes ☐ No ☑ Further Instructions ☐

City of Scottsbluff
Office of the City Manager
Effective date: August 1, 2015

LEASE

This Lease is made January 1, 2017, between the City of Scottsbluff, Nebraska, a Municipal Corporation ("City") and Inventive Wireless of Nebraska, LLC d/b/a Vistabeam, a Nebraska limited liability company ("Vistabeam").

1. **Description.**

City owns the following described real estate upon which is located a water tower ("tower site"):

> 1604 21st Avenue, Scottsbluff, Nebraska, in Section Twenty Four (24), Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska

Vistabeam has mounted:

1 2ft Dish and backhaul radio, 1 1ft Dish and backhaul radio, 1 2x2ft Dish and backhaul radio, 6 Access Point antennas and radios, and an enclosure at the base containing a router and battery backup system…

which is used in the furtherance of its business operations as a distributor of wireless internet service ("Transmission Equipment") on the City's water tower. The City agrees to lease space on its water tower at the tower site to Vistabeam for the purpose of maintaining and operating the Transmission Equipment.

2. **Term and Rent.**

The term of this Lease shall be for five (5) years from the date of this Lease, unless terminated earlier by either party. Either party has the right to terminate this lease upon giving sixty (60) days written notice to the other party, at which time provision 5.e. will apply. Vistabeam agrees to pay rent in the amount of $150.00 per month, payable in advance, for each month of the term of this Lease.

3. **Access.**

Vistabeam, upon notice during normal business hours of the City, shall have a right of reasonable access at all reasonable times to the tower site for construction, maintenance and repair of the Transmission Equipment. Provided, its activities will not interfere with the City's use and maintenance of the water tower or tower site.

4. **Use.**

Vistabeam agrees to use the tower site for the purposes intended by this Lease. Vistabeam represents that the addition of its Transmission Equipment to the water tower on the tower site adds no more than 10 feet to the existing height of the water tower, and no obstruction marking signal will be required for Vistabeam's Transmission Equipment. If for any reason, any obstruction making signal is later required which would not have been necessary but for Vistabeam's Transmission Equipment, Vistabeam agrees to pay the cost of the signal and it's installation.

5. **Vistabeam's Representations.**

Vistabeam warrants and represents that the installation, use and maintenance of its Transmission Equipment will not interfere with the City's use of the water tower and any other equipment thereon. Vistabeam's use shall not be exclusive and the City shall have the right to lease space on the water tower at the tower site to anyone else as long as the additional lease(s) do not interfere with each other uses. Vistabeam also warrants and represents that:

a. It will be responsible for and shall indemnify and hold harmless the City for any damage caused to City by Vistabeam's use of the water tower.

b. It will carry liability insurance for property damage in the amount of $1,000,000.00 and bodily injury in the amount of $1,000,000,00. Proof of such insurance shall be furnished to the City by Vistabeam giving the City a certificate of insurance for the then current policy period.

c. It will keep its Transmission Equipment and improvements in good repair.

d. Its use of the water tower and operation of its Transmission Equipment will not be in violation of any law or regulation, nor will its use disrupt or interfere with any of the City's communication activities or the City's other activities, whether or not located at the tower site.

e. Upon the termination of this Lease for any reason, Vistabeam will, within 30 days, remove its Transmission Equipment and improvements, and leave the water tower and tower site in as good a condition as when entered, subject to reasonable wear and tear and for damage due to causes beyond Vistabeam's control, if the Transmission Equipment and improvements are not removed within 30 days, then it shall, at the option of the City, be considered abandoned and become City property.

f. It will not assign this Lease without City's consent.

g. Vistabeam shall be responsible for the cost of installing and maintaining all power lines and equipment necessary for its use.

6. **City's Obligations and Conduct.**

City agrees that it will not intentionally cause any damage or interference with Vistabeam's Transmission Equipment or its operation. The City makes no representations to the suitability of the location of the water tower or tower site for the use intended by Vistabeam.

7. **Default.**

It shall be deemed a default by Vistabeam if there is a violation of any provision of this Lease where the violation continues for 30 days from the date of written notification by City, delivered in person to Vistabeam, or by mail, to Vistabeam, at 1225 Sage Street, Gering, Nebraska 69341. Upon declaration of a default, City shall have all legal remedies available to it to include the right to render Vistabeam's Transmission Equipment inoperable and to remove all its equipment from the tower site.

8. **Entire Agreement, Amendment and Binding Effect.**

This Agreement shall constitute the entire agreement of the parties. It shall not be amended and no provisions shall be considered as waived unless in writing signed by all parties. It shall be binding upon the heirs, personal representatives, successors and assigns of the parties.

CITY OF SCOTTSBLUFF, NEBRASKA,
A Municipal Corporation,

By ______________________________
Mayor

ATTEST:

____
City Clerk
(Seal)

INVENTIVE WIRELESS OF NEBRASKA, LLC, D/B/A VISTABEAM,
A Nebraska limited liability company

By Matt Larsen
Matthew Larsen, Authorized Member

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Reports5

Council to authorize the Mayor to sign the Release of Lien resulting from the assessments for Paving district No. 306.

Staff Contact: Liz Hilyard, Finance Director

RELEASE OF LIEN FOR SPECIAL ASSESSMENTS

In consideration of the payment of the special assessments in favor of the City of Scottsbluff, a Nebraska municipal corporation (the "City"), the City hereby releases any and all liens resulting from the assessments set forth in Ordinance No. 3881, dated November 21, 2005 for improvements made by the City in Paving District No. 306, on the following described property:

Lot 1, Bjorling Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska.

Dated: December ___, 2016.

CITY OF SCOTTSBLUFF,
A Nebraska Municipal Corporation,

By ______________________________
Randy Meininger
Mayor

ATTEST:

____
City Clerk

STATE OF NEBRASKA, SCOTTS BLUFF COUNTY:

The above RELEASE OF LIEN FOR SPECIAL ASSESSMENTS was acknowledged before me on December ___, 2016, by Randy Meininger, Mayor of the City of Scottsbluff, a Nebraska municipal corporation, on behalf of the City.

____
Notary Public

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Reports6

Council to consider approval of the Economic Development Assistance Agreement with Webb Orthodontics and authorize execution of related documents.

Staff Contact: Nathan Johnson, City Manager

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on December ____, 2016, between the City of Scottsbluff, Nebraska (the "City") and Webb Orthodontics, LLP (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 relocating its orthodontic practice (the "Practice") to the Elite Health Center building. The proceeds of the Loan will be used primarily for the construction of leasehold improvements for the relocated Practice.

2. Amount of Loan:

The Loan shall be in the amount of $300,000 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 April 1, 2017 (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. The first payment shall be due one month after the Note Interest Date, 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. A "Year" shall mean the 12-month period ending on each June 30, with the first Year beginning July 1, 2017. "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 $40,000 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. Once the Note is paid in full, no further Job Credits may be earned.

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 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 partnership 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 Practice.

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 Statement of Qualification as a Limited Liability Partnership and Partnership Agreement of the Applicant certified by the partners (the "Partners") to be correct;

(3) Certified resolutions of the Partners 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 guaranty (the "Guaranty") of the Partners. 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:**

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 Practice 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 Practice or moves its Practice 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 Partners 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:

Webb Orthodontics, LLP
313 West 38th Street, Suite 1
Scottsbluff, NE 69361
Fax: (308) 630-0701
Attention: Sami Webb

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 Webb Orthodontics, LLP

City of Scottsbluff, Nebraska

By: ______________________________
Economic Development
Program Administrator

Webb Orthodontics, LLP

By: ______________________________
Sami Webb, Partner

By: ______________________________
Bronsen Schliep, Partner

PROMISSORY NOTE

$300,000 Date: January ___, 2017

Webb Orthodontics, LLP (the "Borrower") promises to pay to the order of the City of Scottsbluff, Nebraska (the "Lender") the sum of Three Hundred Thousand Dollars ($300,000). Interest shall accrue at the rate of ____% per annum from April 1, 2017, and shall be payable over 108 equal monthly amortized installments of principal and interest of $____. The first payment shall be due on May 1, 2017, with each additional payment then due on the first day of each subsequent month until paid in full. The Borrower shall have the right to prepay all or any part of the principal at any time.

This Note is being made pursuant to an Economic Development Assistance Agreement between the Lender and the Borrower, the terms of which are incorporated in this Note by reference. This Note is secured by a Guaranty of the Borrower, as well as a Security Agreement covering certain assets of the Borrower.

The Borrower waives presentment, demand for payment, notice of dishonor, notice of protest, and all other notices or demands in connection with the delivery, acceptance, performance, default or endorsement of this Note.

If default is made in any payment when due, then, at the option of the Lender, the entire balance due shall become due and payable. In the event that a default is declared, the entire remaining balance at that time shall bear interest at the rate of 7% per annum until paid. In the event that legal action is necessary to enforce payment of this Note, the Borrower shall be liable for reasonable attorney fees and costs of suit. This Note shall be governed by the laws of Nebraska.

Webb Orthodontics, LLP

By: ______________________________
Sami Webb, Partner

By: ______________________________
Bronsen Schliep, Partner

SECURITY AGREEMENT

This Security Agreement is made on January ____, 2017, between the following parties:

The "Secured Party":

City of Scottsbluff
~~1818 Avenue A~~ 2525 Circle Drive
Scottsbluff, NE 69361

The "Debtor":

Webb Orthodontics, LLP
313 West 38th Street, Suite 1
Scottsbluff, NE 69361

1. Security Interest and Collateral:

a. The Debtor grants a security interest to the Secured Party in the following assets (collectively referred to as the "Collateral") of the Debtor's practice (the "Practice"), now owned or that the Debtor may own in the future, together with all parts, accessories, repairs, improvements, and accessions to the Collateral, wherever it is located, and all proceeds and products from the Collateral:

(1) Inventory: All inventory which the Debtor holds for ultimate sale, lease, or use or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in the Practice.

(2) Equipment: All equipment, furniture, fixtures, leasehold improvements, office and recordkeeping equipment.

(3) Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights the Debtor has now or may have in the future to the payment of money including, but not limited to (i) payment for goods sold or leased, for services rendered, whether or not the Debtor has earned such payment by performance; and (ii) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable. This shall include any rights and interests (including all liens and security interests) which the Debtor may have by law or agreement against any account the Debtor or obligor of the Debtor.

b. This Security Agreement is given to secure the following obligations (collectively the "Obligations"):

(1) The "Note" as provided for in an Economic Development Assistance Agreement between the Secured Party and the Debtor dated December __, 2016 (the "EDA Agreement").

(2) Any extensions or renewals of the Note and the payment of any amounts which may be advanced later to the Debtor or any amounts paid by the Secured Party on the Debtor's behalf pursuant to the terms of this Security Agreement. The making of advances or payments shall be at the Secured Party's option and shall carry interest at the default rate as set out in the Note.

2. The Debtor's Status and Use of the Collateral:

a. The Debtor is a limited liability partnership properly organized and currently existing under the laws of Nebraska. The signing of this Agreement and the granting of this security interest are within the Debtor's powers, have been properly authorized, and do not violate any of its organizational documents or any other agreement binding on it. The person(s) signing this Agreement have the authority to act for the Debtor.

b. The Collateral will be used primarily for business purposes.

3. The Debtor Represents, Warrants and Agrees that:

a. The Debtor is the owner of the Collateral and that there are no other liens, security interests or encumbrances against the Collateral prior to this Security Agreement, except for a security agreement granted to ________________ (the "Permitted Lien"). The Debtor will defend the Collateral against all claims and demands of any other person claiming any interest in it.

b. Except for the Permitted Lien, no financing statement covering the Collateral or proceeds of the Collateral is on file in any public office which has priority over the lien created by this Security Agreement. The Secured Party is authorized to file any and all financing statements that it determines necessary in order to perfect its security interest.

c. The Debtor's business address is at the address shown on the first page of this Agreement. The Debtor shall immediately notify the Secured Party in writing if the principal place of business changes, or if the Debtor changes its name.

d. The Collateral is located in Nebraska. The Debtor will not remove the Collateral to any other state where a financing statement is required, but has not been filed, in order to perfect the Secured Party's security interest.

e. Except for the Permitted Lien, the Debtor shall not allow any other lien, security interest or encumbrance against the Collateral which is prior to the lien created by this Security Agreement. The Debtor will not let the Collateral be attached or replevied.

f. The Debtor will not allow any Collateral to become part of or attached to real estate without making sure to the Secured Party's satisfaction that the Secured Party's security interest will be prior to any interest in or lien against the real estate.

g. In the event of a default, the Secured Party shall have the right to regularly request lists of one or more of the Debtor's accounts receivable. At the time of each request, the Debtor shall deliver a current list of accounts receivable within the time period requested by the Secured Party. The accounts reported will be valid accounts representing undisputed amounts owed to one or more Debtor. The amounts reported shall reflect any possible discounts which may be claimed and the accounts shall not be subject to counterclaim or set-off. After default, the Secured Party shall have the right at any time to demand that the accounts be paid to the Secured Party. Upon receipt of that demand, the Debtor shall notify the accounts that all amounts owed shall be paid to the Secured Party. Any amounts received by the Debtor after that demand shall be turned over to the Secured Party each day in the exact form that they are received. The proceeds received by the Secured Party shall not be considered as payment of the Obligations. However, the Secured Party shall have the right to apply collected funds to the payment of the Obligations in the order determined by the Secured Party.

h. The Debtor may sell any inventory in the ordinary course of business. A sale in the ordinary course of business does not include a transfer to satisfy a debt. Until default, the Debtor may use the inventory in any lawful manner not in violation of this Agreement or any insurance policy covering the inventory.

i. The Debtor shall immediately notify the Secured Party of any loss of or material damage to any Collateral or of any adverse change in the condition of the Collateral.

j. The Debtor will keep the Collateral in good repair and condition and shall make all necessary and proper repairs, renewals, replacements, additions and improvements.

k. Except as otherwise permitted under this Agreement, the Debtor will not sell, offer to sell or in any way transfer the Collateral or any interest in the Collateral without first receiving the Secured Party's written consent.

l. The Secured Party shall have the right through any of its officers, employees, attorneys, accountants or agents to inspect the Collateral at any reasonable time, to include the right to make copies of the Debtor's books and records and to arrange for verification of accounts receivable. Upon default, the Debtor will furnish to the Secured Party when requested all notes or other documents evidencing receivables, guarantees, security interests held, securities or other related documents and information.

m. In order to evidence the Secured Party's rights under this Agreement, the Debtor agrees to assign or endorse the Collateral or proceeds to the Secured Party when requested. The Secured Party shall have the power to collect, compromise, endorse, sell, or deal with the Collateral or proceeds in any other way in either the Secured Party's or the Debtor's name. The Debtor shall pay to the Secured Party on demand any amounts spent by the Secured Party in the collection or attempted collection of the Collateral and in protecting and enforcing the Obligations and any other of the Secured Party's rights.

n. The Debtor shall not use or transfer any part of the Collateral or proceeds for personal purposes except with the Secured Party's written consent. The Debtor shall not commingle funds or other business assets with personal assets and shall keep separate accountings for business and personal needs.

o. The Debtor shall pay all taxes and assessments that may be levied against the Collateral before they become delinquent.

p. The Debtor shall at the Debtor's expense provide fire, theft, and extended coverage insurance in an amount equal to the value of the tangible Collateral. This insurance shall remain in effect until all amounts secured are paid and shall provide for loss payable to the Secured Party as its interest may appear. The Debtor will on demand furnish proof of insurance to the Secured Party. In case of an insured loss where the Debtor is in default, the Secured Party shall be entitled to use the insurance proceeds to pay all or any portion of the amount secured whether or not the Obligations are due at that time.

q. At the Secured Party's option, and after 15 days written demand is made on the Debtor to do so which demand is not complied with by the Debtor, the Secured Party may pay taxes and assessments, discharge liens, security interests or other encumbrances placed against the Collateral which threaten the continued use of the Collateral by the Debtor, and may pay for any necessary repairs, maintenance or other expenses to maintain and preserve the Collateral. The Debtor agrees to reimburse the Secured Party on demand for any advances made for these items by the Secured Party. Until paid by the Debtor, the advances shall be added to the indebtedness secured, shall carry interest at the default rate as provided for in the EDA Agreement, and shall be secured by this Security Agreement.

r. The Debtor agrees not to use the Collateral in violation of any appropriate statutes, regulations or ordinances.

4. Default:

a. Until default, the Debtor may have possession of the Collateral and use it in any way that does not violate the terms of this Agreement.

b. The Debtor shall be in default if any of the following happen:

(1) Failure to pay the Obligations.

(2) Failure to comply with any of the terms of this Agreement or the terms of the Obligations (to include a default under the EDA Agreement).

(3) Any warranty, representation or statement made or given to the Secured Party by the Debtor or on its behalf proves to have been false in any material respect when made or given.

(4) Default by the Debtor in the payment of any other obligation, note, security agreement or other agreement between the Debtor and the Secured Party.

(5) Any event resulting in the acceleration of the maturity of any debts of the Debtor to others.

(6) Loss, theft, damage or destruction to any of the Collateral needed to operate the Practice which is not repaired or replaced within a reasonable time.

(7) Encumbrance, levy, seizure, garnishment or attachment of any of the Collateral.

(8) Sale or disposition of the Collateral without the Secured Party's prior written consent unless the Collateral is (a) obsolete and of minimal value, or (b) replaced by items of comparable or greater value.

(9) The Debtor's insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy.

(10) The Debtor suspends or stops the transaction of its usual business.

(11) The Secured Party in good faith believes that repayment, or performance of any of the Obligations or realization on the Collateral is impaired.

c. Upon default or if the Secured Party deems itself insecure, the Secured Party may declare the Obligations immediately due and payable. Subject to any rights of the holder of the Permitted Lien, the Secured Party shall have the remedies of a Secured Party under the Nebraska Uniform Commercial Code. In addition, the Secured Party shall have the following rights:

(1) To require the Debtor to assemble the Collateral and deliver or make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties.

(2) To enter the Debtor's premises without liability for damages, take possession of the Collateral without judicial process, and use and occupy the premises.

(3) Have access to the Debtor's books and records concerning the Collateral.

(4) If reasonable notice of any public sale, private sale, or other disposition of the Collateral is required by law, this requirement shall be met if the notice is mailed to the Debtor at the addresses shown in this Agreement at least 5 calendar days before the time of the sale or disposition.

(5) The Secured Party may hold, use, operate, manage and control the Collateral (or any part of it) and may collect all earnings, proceeds or amounts owed to the Debtor. The Secured Party shall have to account only for the net earnings from the use deducting all expenses incurred during the use.

(6) The Secured Party may sell all or any part of the Collateral at public or private sale, for cash or on credit, and at a price or prices as the Secured Party may deem satisfactory. The sale may be a sale of the Collateral in its entirety or in separate parts, as determined by the Secured Party. The Secured Party may be the purchaser of any or all of the Collateral sold by public sale, and thereafter hold the Collateral free from any right or claim of any kind.

(7) The Secured Party shall have the right to apply all amounts realized on the sale or disposition of the Collateral on the Obligations in the order determined by the Secured Party and regardless of the existence of any other security held by the Secured Party.

d. All expenses of recovering possession of the Collateral and enforcement of this Security Agreement to include the Secured Party's reasonable attorney fees and legal expenses shall be additional obligations of the Debtor. These expenses shall be included in the Obligations, shall be immediately payable by the Debtor and may be recovered by the Secured Party out of the proceeds of any sale or disposition.

5. Miscellaneous:

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

b. The Secured Party's taking of this Security Agreement shall not waive or impair any other security that the Secured Party may have or later acquire for the payment of the indebtedness secured by this agreement.

c. Upon the full discharge and satisfaction of the Obligations, all rights assigned to the Secured Party shall terminate, and all right, title and interest of the Secured Party in the Collateral shall revert to the Debtor. The Secured Party shall file all requisite termination statements and do all other acts as are reasonably required of it to evidence the termination of the security interests granted by this Security Agreement.

d. All notices required under this Security Agreement shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, at the addresses shown on the first page of this Security Agreement. Any party may change its address for receiving notice by written notice to the other party.

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

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

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

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

City of Scottsbluff, Nebraska	Webb Orthodontics, LLP
By: ______________________________	By: ______________________________
Economic Development Program Administrator	Sami Webb, Partner
	By: ______________________________
	Bronsen Schliep, Partner

GUARANTY

This Guaranty is given by Sami Webb and Bronsen Schliep (the "Guarantors") to guarantee certain obligations of Webb Orthodontics, LLP (the "Applicant") to the City of Scottsbluff, Nebraska (the "City").

Recitals:

a. The Applicant has entered into an Economic Development Assistance Agreement with the City dated December ___, 2016 (the "EDA Agreement"). Capitalized terms not otherwise defined in this Guaranty shall have the same meaning as provided for in the EDA Agreement.

b. One of the conditions to the EDA Agreement is that the Guarantors enter into this Guaranty.

Guaranty:

1. Obligations Guaranteed:

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

a. The "Note" as defined in the EDA Agreement;

b. Any and all other obligations of the Applicant under the EDA Agreement and any other documents entered into pursuant to the EDA Agreement;

c. All costs, expenses and attorney fees paid or incurred by the City in collecting the Repayment, and in enforcing this Guaranty.

2. Guarantee of Payment:

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

3. Exercise of Rights/Waiver:

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

a. Change the manner, place or terms of payment and/or change or extend the time or payment of, renew or alter, any of the Obligations, any security, or any debt, liability or obligation incurred directly or indirectly with respect to the Obligations and this Guaranty shall continue to apply to the Obligations as changed, extended, renewed or altered;

b. Exercise or refrain from exercising any rights against the Applicant or others (including the Guarantors);

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

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

4. Primary Obligation:

a. This Guaranty is a primary obligation of the Guarantors. The Guarantors' obligations under this Guaranty shall be joint and several. The Guarantors' obligation shall not be affected by the illegality, invalidity, irregularity or unenforceability of all or any part of the Obligations or of any security for the Obligations, or by the violation of any applicable usury laws, forgery, or any other circumstances which make the Obligations unenforceable against the Applicant which actions are the responsibility of the Applicant.

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

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

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

5. Miscellaneous:

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

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

c. Unless and until the Obligations are satisfied in full, the Guarantors waive all present and future claims, rights, and remedies against the Applicant or any other party obligated for the Obligations. This waiver includes, but is not limited to, the rights of contribution, reimbursement, indemnification, subrogation, exoneration, and any right to participate in any claim or remedy that the City may have.

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

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

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

g. This Guaranty shall be binding upon the successors and assigns of the Guarantors.

Dated: January ____, 2017.

____
Sami Webb

____
Bronsen Schliep

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Reports7

Council to consider approval of the Economic Development Assistance Agreement with Jason Webb, OD, PC and authorize execution of related documents.

Staff Contact: Nathan Johnson, City Manager

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on December ____, 2016, between the City of Scottsbluff, Nebraska (the "City") and Jason Webb, O.D., P.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 relocating its optometry practice (the "Practice") to the Elite Health Center building. The proceeds of the Loan will be used primarily for the construction of leasehold improvements for the relocated Practice.

2. Amount of Loan:

The Loan shall be in the amount of $200,000 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 April 1, 2017 (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. The first payment shall be due one month after the Note Interest Date, 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. A "Year" shall mean the 12-month period ending on each June 30, with the first Year beginning July 1, 2017. "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 $26,500 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. Once the Note is paid in full, no further Job Credits may be earned.

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 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 partnership 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 Practice.

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 the President or Secretary of the Applicant to be correct;

(3) Certified resolutions of the Partners 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 guaranty (the "Guaranty") of Jason A. Webb. 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:**

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 Practice 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 Practice or moves its Practice 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 Partners 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:

Jason Webb, O.D., P.C.
1602 West 42nd Street
Scottsbluff, NE 69361
Fax: (308) 630-0701
Attention: Jason A. Webb

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 Jason Webb, O.D., P.C.

City of Scottsbluff, Nebraska	Jason Webb, O.D., P.C.
By: ______________________________	By: ______________________________
Economic Development Program Administrator	Jason A. Webb, President

PROMISSORY NOTE

$200,000 Date: January ___, 2017

Jason Webb, O.D., P.C. (the "Borrower") promises to pay to the order of the City of Scottsbluff, Nebraska (the "Lender") the sum of Two Hundred Thousand Dollars ($200,000). Interest shall accrue at the rate of ____% per annum from April 1, 2017, and shall be payable over 108 equal monthly amortized installments of principal and interest of $____. The first payment shall be due on May 1, 2017, with each additional payment then due on the first day of each subsequent month until paid in full. The Borrower shall have the right to prepay all or any part of the principal at any time.

This Note is being made pursuant to an Economic Development Assistance Agreement between the Lender and the Borrower, the terms of which are incorporated in this Note by reference. This Note is secured by a Guaranty of the Borrower, as well as a Security Agreement covering certain assets of the Borrower.

The Borrower waives presentment, demand for payment, notice of dishonor, notice of protest, and all other notices or demands in connection with the delivery, acceptance, performance, default or endorsement of this Note.

If default is made in any payment when due, then, at the option of the Lender, the entire balance due shall become due and payable. In the event that a default is declared, the entire remaining balance at that time shall bear interest at the rate of 7% per annum until paid. In the event that legal action is necessary to enforce payment of this Note, the Borrower shall be liable for reasonable attorney fees and costs of suit. This Note shall be governed by the laws of Nebraska.

Jason Webb, O.D., P.C.

By: ______________________________
Jason A. Webb, President

SECURITY AGREEMENT

This Security Agreement is made on January ____, 2017, between the following parties:

The "Secured Party":

City of Scottsbluff
~~1818 Avenue A~~ 2525 Circle Drive
Scottsbluff, NE 69361

The "Debtor":

Jason A. Webb, O.D., P.C.
1602 West 42nd Street
Scottsbluff, NE 69361

1. Security Interest and Collateral:

a. The Debtor grants a security interest to the Secured Party in the following assets (collectively referred to as the "Collateral") of the Debtor's practice (the "Practice"), now owned or that the Debtor may own in the future, together with all parts, accessories, repairs, improvements, and accessions to the Collateral, wherever it is located, and all proceeds and products from the Collateral:

(1) Inventory: All inventory which the Debtor holds for ultimate sale, lease, or use or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in the Practice.

(2) Equipment: All equipment, furniture, fixtures, leasehold improvements, office and recordkeeping equipment.

(3) Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights the Debtor has now or may have in the future to the payment of money including, but not limited to (i) payment for goods sold or leased, for services rendered, whether or not the Debtor has earned such payment by performance; and (ii) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable. This shall include any rights and interests (including all liens and security interests) which the Debtor may have by law or agreement against any account the Debtor or obligor of the Debtor.

b. This Security Agreement is given to secure the following obligations (collectively the "Obligations"):

(1) The "Note" as provided for in an Economic Development Assistance Agreement between the Secured Party and the Debtor dated December __, 2016 (the "EDA Agreement").

(2) Any extensions or renewals of the Note and the payment of any amounts which may be advanced later to the Debtor or any amounts paid by the Secured Party on the Debtor's behalf pursuant to the terms of this Security Agreement. The making of advances or payments shall be at the Secured Party's option and shall carry interest at the default rate as set out in the Note.

2. The Debtor's Status and Use of the Collateral:

a. The Debtor is a limited liability partnership properly organized and currently existing under the laws of Nebraska. The signing of this Agreement and the granting of this security interest are within the Debtor's powers, have been properly authorized, and do not violate any of its organizational documents or any other agreement binding on it. The person(s) signing this Agreement have the authority to act for the Debtor.

b. The Collateral will be used primarily for business purposes.

3. The Debtor Represents, Warrants and Agrees that:

a. The Debtor is the owner of the Collateral and that there are no other liens, security interests or encumbrances against the Collateral prior to this Security Agreement, except for a security agreement granted to ________________ (the "Permitted Lien"). The Debtor will defend the Collateral against all claims and demands of any other person claiming any interest in it.

b. Except for the Permitted Lien, no financing statement covering the Collateral or proceeds of the Collateral is on file in any public office which has priority over the lien created by this Security Agreement. The Secured Party is authorized to file any and all financing statements that it determines necessary in order to perfect its security interest.

c. The Debtor's business address is at the address shown on the first page of this Agreement. The Debtor shall immediately notify the Secured Party in writing if the principal place of business changes, or if the Debtor changes its name.

d. The Collateral is located in Nebraska. The Debtor will not remove the Collateral to any other state where a financing statement is required, but has not been filed, in order to perfect the Secured Party's security interest.

e. Except for the Permitted Lien, the Debtor shall not allow any other lien, security interest or encumbrance against the Collateral which is prior to the lien created by this Security Agreement. The Debtor will not let the Collateral be attached or replevied.

f. The Debtor will not allow any Collateral to become part of or attached to real estate without making sure to the Secured Party's satisfaction that the Secured Party's security interest will be prior to any interest in or lien against the real estate.

g. In the event of a default, the Secured Party shall have the right to regularly request lists of one or more of the Debtor's accounts receivable. At the time of each request, the Debtor shall deliver a current list of accounts receivable within the time period requested by the Secured Party. The accounts reported will be valid accounts representing undisputed amounts owed to one or more Debtor. The amounts reported shall reflect any possible discounts which may be claimed and the accounts shall not be subject to counterclaim or set-off. After default, the Secured Party shall have the right at any time to demand that the accounts be paid to the Secured Party. Upon receipt of that demand, the Debtor shall notify the accounts that all amounts owed shall be paid to the Secured Party. Any amounts received by the Debtor after that demand shall be turned over to the Secured Party each day in the exact form that they are received. The proceeds received by the Secured Party shall not be considered as payment of the Obligations. However, the Secured Party shall have the right to apply collected funds to the payment of the Obligations in the order determined by the Secured Party.

h. The Debtor may sell any inventory in the ordinary course of business. A sale in the ordinary course of business does not include a transfer to satisfy a debt. Until default, the Debtor may use the inventory in any lawful manner not in violation of this Agreement or any insurance policy covering the inventory.

i. The Debtor shall immediately notify the Secured Party of any loss of or material damage to any Collateral or of any adverse change in the condition of the Collateral.

j. The Debtor will keep the Collateral in good repair and condition and shall make all necessary and proper repairs, renewals, replacements, additions and improvements.

k. Except as otherwise permitted under this Agreement, the Debtor will not sell, offer to sell or in any way transfer the Collateral or any interest in the Collateral without first receiving the Secured Party's written consent.

l. The Secured Party shall have the right through any of its officers, employees, attorneys, accountants or agents to inspect the Collateral at any reasonable time, to include the right to make copies of the Debtor's books and records and to arrange for verification of accounts receivable. Upon default, the Debtor will furnish to the Secured Party when requested all notes or other documents evidencing receivables, guarantees, security interests held, securities or other related documents and information.

m. In order to evidence the Secured Party's rights under this Agreement, the Debtor agrees to assign or endorse the Collateral or proceeds to the Secured Party when requested. The Secured Party shall have the power to collect, compromise, endorse, sell, or deal with the Collateral or proceeds in any other way in either the Secured Party's or the Debtor's name. The Debtor shall pay to the Secured Party on demand any amounts spent by the Secured Party in the collection or attempted collection of the Collateral and in protecting and enforcing the Obligations and any other of the Secured Party's rights.

n. The Debtor shall not use or transfer any part of the Collateral or proceeds for personal purposes except with the Secured Party's written consent. The Debtor shall not commingle funds or other business assets with personal assets and shall keep separate accountings for business and personal needs.

o. The Debtor shall pay all taxes and assessments that may be levied against the Collateral before they become delinquent.

p. The Debtor shall at the Debtor's expense provide fire, theft, and extended coverage insurance in an amount equal to the value of the tangible Collateral. This insurance shall remain in effect until all amounts secured are paid and shall provide for loss payable to the Secured Party as its interest may appear. The Debtor will on demand furnish proof of insurance to the Secured Party. In case of an insured loss where the Debtor is in default, the Secured Party shall be entitled to use the insurance proceeds to pay all or any portion of the amount secured whether or not the Obligations are due at that time.

q. At the Secured Party's option, and after 15 days written demand is made on the Debtor to do so which demand is not complied with by the Debtor, the Secured Party may pay taxes and assessments, discharge liens, security interests or other encumbrances placed against the Collateral which threaten the continued use of the Collateral by the Debtor, and may pay for any necessary repairs, maintenance or other expenses to maintain and preserve the Collateral. The Debtor agrees to reimburse the Secured Party on demand for any advances made for these items by the Secured Party. Until paid by the Debtor, the advances shall be added to the indebtedness secured, shall carry interest at the default rate as provided for in the EDA Agreement, and shall be secured by this Security Agreement.

r. The Debtor agrees not to use the Collateral in violation of any appropriate statutes, regulations or ordinances.

4. Default:

a. Until default, the Debtor may have possession of the Collateral and use it in any way that does not violate the terms of this Agreement.

b. The Debtor shall be in default if any of the following happen:

(1) Failure to pay the Obligations.

(2) Failure to comply with any of the terms of this Agreement or the terms of the Obligations (to include a default under the EDA Agreement).

(3) Any warranty, representation or statement made or given to the Secured Party by the Debtor or on its behalf proves to have been false in any material respect when made or given.

(4) Default by the Debtor in the payment of any other obligation, note, security agreement or other agreement between the Debtor and the Secured Party.

(5) Any event resulting in the acceleration of the maturity of any debts of the Debtor to others.

(6) Loss, theft, damage or destruction to any of the Collateral needed to operate the Practice which is not repaired or replaced within a reasonable time.

(7) Encumbrance, levy, seizure, garnishment or attachment of any of the Collateral.

(8) Sale or disposition of the Collateral without the Secured Party's prior written consent unless the Collateral is (a) obsolete and of minimal value, or (b) replaced by items of comparable or greater value.

(9) The Debtor's insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy.

(10) The Debtor suspends or stops the transaction of its usual business.

(11) The Secured Party in good faith believes that repayment, or performance of any of the Obligations or realization on the Collateral is impaired.

c. Upon default or if the Secured Party deems itself insecure, the Secured Party may declare the Obligations immediately due and payable. Subject to any rights of the holder of the Permitted Lien, the Secured Party shall have the remedies of a Secured Party under the Nebraska Uniform Commercial Code. In addition, the Secured Party shall have the following rights:

(1) To require the Debtor to assemble the Collateral and deliver or make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties.

(2) To enter the Debtor's premises without liability for damages, take possession of the Collateral without judicial process, and use and occupy the premises.

(3) Have access to the Debtor's books and records concerning the Collateral.

(4) If reasonable notice of any public sale, private sale, or other disposition of the Collateral is required by law, this requirement shall be met if the notice is mailed to the Debtor at the addresses shown in this Agreement at least 5 calendar days before the time of the sale or disposition.

(5) The Secured Party may hold, use, operate, manage and control the Collateral (or any part of it) and may collect all earnings, proceeds or amounts owed to the Debtor. The Secured Party shall have to account only for the net earnings from the use deducting all expenses incurred during the use.

(6) The Secured Party may sell all or any part of the Collateral at public or private sale, for cash or on credit, and at a price or prices as the Secured Party may deem satisfactory. The sale may be a sale of the Collateral in its entirety or in separate parts, as determined by the Secured Party. The Secured Party may be the purchaser of any or all of the Collateral sold by public sale, and thereafter hold the Collateral free from any right or claim of any kind.

(7) The Secured Party shall have the right to apply all amounts realized on the sale or disposition of the Collateral on the Obligations in the order determined by the Secured Party and regardless of the existence of any other security held by the Secured Party.

d. All expenses of recovering possession of the Collateral and enforcement of this Security Agreement to include the Secured Party's reasonable attorney fees and legal expenses shall be additional obligations of the Debtor. These expenses shall be included in the Obligations, shall be immediately payable by the Debtor and may be recovered by the Secured Party out of the proceeds of any sale or disposition.

5. Miscellaneous:

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

b. The Secured Party's taking of this Security Agreement shall not waive or impair any other security that the Secured Party may have or later acquire for the payment of the indebtedness secured by this agreement.

c. Upon the full discharge and satisfaction of the Obligations, all rights assigned to the Secured Party shall terminate, and all right, title and interest of the Secured Party in the Collateral shall revert to the Debtor. The Secured Party shall file all requisite termination statements and do all other acts as are reasonably required of it to evidence the termination of the security interests granted by this Security Agreement.

d. All notices required under this Security Agreement shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, at the addresses shown on the first page of this Security Agreement. Any party may change its address for receiving notice by written notice to the other party.

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

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

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

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

City of Scottsbluff, Nebraska	Jason Webb, O.D., P.C.
By: ______________________________	By: ______________________________
Economic Development Program Administrator	Jason A. Webb, President

GUARANTY

This Guaranty is given by Jason A. Webb (the "Guarantor") to guarantee certain obligations of Jason Webb, O.D., P.C. (the "Applicant") to the City of Scottsbluff, Nebraska (the "City").

Recitals:

a. The Applicant has entered into an Economic Development Assistance Agreement with the City dated December ___, 2016 (the "EDA Agreement"). Capitalized terms not otherwise defined in this Guaranty shall have the same meaning as provided for in the EDA Agreement.

b. One of the conditions to the EDA Agreement is that the Guarantor enter into this Guaranty.

Guaranty:

1. Obligations Guaranteed:

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

a. The "Note" as defined in the EDA Agreement;

b. Any and all other obligations of the Applicant under the EDA Agreement and any other documents entered into pursuant to the EDA Agreement;

c. All costs, expenses and attorney fees paid or incurred by the City in collecting the Repayment, and in enforcing this Guaranty.

2. Guarantee of Payment:

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

3. Exercise of Rights/Waiver:

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

a. Change the manner, place or terms of payment and/or change or extend the time or payment of, renew or alter, any of the Obligations, any security, or any debt, liability or obligation incurred directly or indirectly with respect to the Obligations and this Guaranty shall continue to apply to the Obligations as changed, extended, renewed or altered;

b. Exercise or refrain from exercising any rights against the Applicant or others (including the Guarantor);

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

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

4. Primary Obligation:

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

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

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

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

5. Miscellaneous:

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

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

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

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

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

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

g. This Guaranty shall be binding upon the successors and assigns of the Guarantors.

Dated: January ____, 2017.

____

Jason A. Webb

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Reports8

Council to consider approval of the Economic Development Assistance Agreement with Klein Family Trucking and authorize execution of related documents.

Staff Contact: Nathan Johnson, City Manager

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made on December ____, 2016, between the City of Scottsbluff, Nebraska (the “City”) and Klein Family Trucking, 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 grant (the “Grant”) be made 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 Grant.

Agreement:

1. Purpose of Grant:

The Applicant is constructing a terminal and repair facility for its Fedex Ground delivery service business (the “Business”). The real estate upon which the Business is being located, along with other nearby real estate in the airport industrial park which is occupied by other Qualifying Businesses (as defined in the Plan), is adversely impacted by storm water runoff from adjoining airport runway and taxiway. The proceeds of the Grant will be used for a storm drainage project which is designed to remediate the storm water runoff (the “Project”).

2. Description of Project:

The Project will consist of a large diameter underground pipe with inlets to collect surface water runoff, as shown on the attached “Exhibit A”. The runoff will be transported away from the Business location and underneath Skyport Drive to an area west of the existing sanitary sewer main.

3. Amount of Grant and Disbursement:

The Grant shall be in the maximum amount of 434,000 and shall be disbursed from the City's Economic Development Fund (the "Fund") according to the City's requirements for construction projects of this size. Payments will be made directly to the contractor selected to complete the Project.

4. Representations and Warranties of the Applicant:

The Applicant represents and warrants the following:

a. The Applicant is a corporation organized, existing, and in good standing under the laws of Nebraska. The Applicant has full power and authority to enter into this Agreement. The Applicant's execution, delivery and performance of this Agreement has been authorized by all necessary action on the part of the Applicant. This Agreement is the legal and binding obligation of the Applicant, enforceable against the Applicant in accordance with its terms.

b. The Applicant is engaged in the sales of services in interstate commerce.

c. 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.

d. 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 it is bound.

5. Representations and Warranties of the City:

The City represents and warrants the following:

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.

6. 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.

7. 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.

8. 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:

Klein Family Trucking, Inc.
322 Hillcrest Drive
Scottsbluff, NE 69361
Attention: LaWayne Klein

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

c. 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.

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

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

City of Scottsbluff, Nebraska	Klein Family Trucking, Inc.
By: ______________________________	By: ______________________________
Economic Development Program Administrator	LaWayne Klein, President

Exhibit A

ALTERNATIVE #1

- Proposed Inlet
- Proposed Energy Disapator Outlet Structure
- Proposed 72-inch Storm MH
- Proposed Storm Pipe, 60-inch RCCP

ESTIMATED QUANTITIES

990 LF 60-inch RCCP
1 - Storm Inlet
3 - Storm MHs (72-inch)
1 - Outlet Structure with Energy Disapator

Concrete-Proposed
Sanitary Sewer Structure
Structure-Proposed
Contour-Index
Contour-Intermediate
Asphalt-Existing
Concrete-Existing
Electric-Existing
Electric UG-Existing
Fence-Existing
Flowline
Natural Gas Existing
Storm Drain Existing
Slope Toe
Slope Top

Path: P:\GIS\Airport\WNRA\Maps\Utilities Projects\Scottsbluff Storm Water Pipe at WNRA Option 1.mxd

Alternative #1 - North to South Interceptor

1 inch = 100 feet

mcs family of companies

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Resolut.1

Council to consider a Resolution authorizing the removal of the traffic signal located at Ave. D and 27th Street to replace the signal located at Ave. I and 27th Street.

Staff Contact: Nathan Johnson, City Manager

RESOLUTION NO. _______

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

A. WHEREAS, the City Council of the City of Scottsbluff had placed a traffic signal for a pedestrian crossing at the intersection of Avenue D and 27th Street within the City of Scottsbluff, Nebraska.

B. WHEREAS, as a result of wind damage, the City of Scottsbluff must use the mast arm of that traffic signal for replacement of a mast arm for the traffic signal at the intersection of Avenue I and 27th Street within the City of Scottsbluff.

C. WHEREAS, the City Council of the City of Scottsbluff wants to consider a pedestrian and traffic study at the intersection of Avenue D and 27th Street before making a final decision about whether to replace the traffic signal or mark the pedestrian crossing in another way.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsbluff, that the mast arm of the traffic signal located at Avenue D and 27th Street should be used to replace the broken mast arm at the intersection of Avenue I and 27th Street, and

BE IT FURTHER RESOLVED that pursuant to the above referenced Code sections and pursuant to the findings of the pedestrian and traffic study conducted, the City Council determines that public safety, convenience or welfare require or warrant that a pedestrian crossing should be located at the intersection of Avenue D and 27th Street and that appropriate markings on the pavement and pedestrian crossing signs should be placed at that location, but the traffic signal which was removed should not be replaced. The City Council instructs the director of public works to make the appropriate markings on the pavement and signage as prescribed by the Nebraska Manual of Uniform Traffic and Control Devises for streets and highways issued by the Department of Roads of the State of Nebraska for signage and markings to identify the pedestrian crossing, however, the traffic signal located at Avenue D and 27th Street shall be removed.

This Resolution shall become effective following its passage and approval.

Passed and approved on December _____, 2016.

____
Mayor

ATTEST:

____
City Clerk

Pedestrian Signal Warrant Analysis

27th Street and Avenue D

PROFESSIONAL CIVIL ENGINEER
DAVID A. SCHAFF
E-10206
STATE OF NEBRASKA
12/15/16

Prepared for:
City of Scottsbluff, Nebraska

Prepared by:
MCS Family of Companies

December 12, 2016

M.C. SCHAFF AND ASSOCIATES, INC. | PGE PANHANDLE GEOTECHNICAL & ENVIRONMENTAL | ENVIRO SERVICE

Introduction

MCS has prepared a traffic signal warrant analysis for the intersection of 27th Street and Avenue D in Scottsbluff, Nebraska. Figure 1 shows the intersection location. The analysis was recommended by the Scottsbluff City Council. This study includes assessment of applicable traffic signal warrants detailed in the Manual on Uniform Traffic Control Devices (MUTCD).

The first week of December, the region experienced a significant exposure to gusty wind conditions. During that time, the traffic signal at the intersection of Avenue I and 27th Street lost a mast arm on the northwest corner signal pole. Due to the significant traffic volumes at this intersection, it was imperative for the City to keep the functionality of the intersection running as smooth as possible. For this reason, it was determined that the mast arm utilized for the pedestrian signal on 27th and Avenue D could be utilized as a replacement. This decision was made after exhausting all possibilities of finding a replacement arm in a reasonable time frame.

The signal light is for pedestrian crossing only. Signal heads are located on 27th Street only. Avenue D is considered an offset intersection meaning that the centerline for Avenue D on the North side of 27th is offset approximately 65-feet to the East of the centerline of Avenue D on the south. These types of intersections are no longer permissible in the City Development Standards. The signal is activated by a pedestrian push button located on the signal poles. There is one marked cross walk on the east side of the intersection crossing 27th Street. In the past, a crossing guard was positioned at this intersection to help during peak school hours, however, due to a minimal amount of pedestrians, the guard was no longer necessary.

Figure 1 Location Map

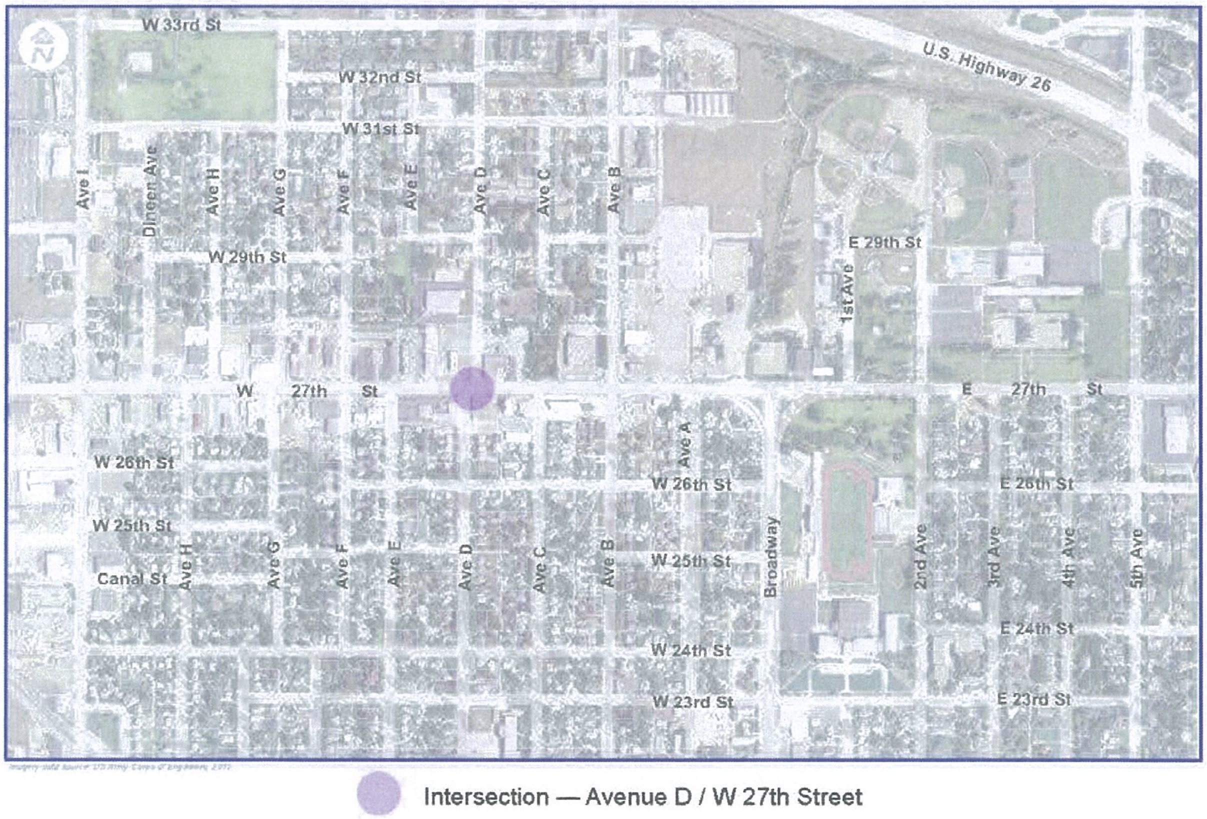


Figure 2 Existing Intersection

Site Conditions

27th Street is one of the busiest arterial streets in the City of Scottsbluff and includes a five-lane configuration, 2-lanes east, 2-lanes west and a center turn lane. Avenue D runs north/south and the intersection has offset centerlines by 65-feet. Lane configurations for Avenue D are not marked and parking is allowed on both sides of the street. Due to the offset intersection, the center turn lane is not marked for a larger portion of the road as turn lanes do not carry through intersections.

The intersection is located in a commercial district and includes the following businesses:

- NE corner – Action Communications
- NW corner – King Buffet
- SW corner – Steve's Auto Sales
- SE corner – Mister Money

The posted speed limit is 30 miles per hour on 27th Street and 25 miles per hour on Avenue D. The surface type is asphalt for 27th Street and Avenue D south and Portland Cement Concrete on Avenue D North. Sight distances for all directions appear to be adequate for all directions at the intersection.

Aside from the existing pedestrian activated signal at Avenue D, the next traffic signal on 27th Street to the west is located on Avenue I, approximately 1,600 feet. To the east, Avenue B is signaled which is approximately 720 feet.

Traffic Data

Existing traffic volumes were recorded at the intersections of 27th and Avenue I as well as Avenue B by the Nebraska Department of Roads in 2014. Volumes were recorded and averaged for the 24-hour average daily traffic (ADT). The number depicts the total number of vehicles recorded at the intersection. Direction of flow is not depicted, meaning that the number represents the total traffic going both directions on the north/south/east/west side of the intersection.

Figure 3 Traffic Counts (2014 NDOR)

No counts have been taken directly at the intersection of concern. However, due to the majority of the businesses being restaurants west of Avenue D, the counts on the west side of Avenue B should be considered accurate for the intersection of 27th and Avenue D.

Peak hour traffic volumes are typically estimated to be between 10-15 percent of the average daily traffic. In rural areas, the 10 percent estimation is more likely. For the purpose of this evaluation, we are estimating the peak hour traffic volumes to be approximately 1,204 vehicles.

Pedestrian Data

Pedestrian traffic volumes are difficult to determine. This study was requested at the beginning of December and is necessary to determine the necessity of an existing pedestrian signal. Given the time constraints, a manual pedestrian count was conducted on December 7th and 8th and performed at what was perceived as the peak pedestrian hours of 7:15-8:15 AM and again from 2:45-3:45 PM. Temperatures on both of these days were somewhat extreme with temperatures below zero in the mornings and warmer, from 10-20 degrees, in the afternoons.

On both days, no pedestrian traffic was recorded during the peak morning hour and 2 and 3 pedestrians were recorded in the afternoon peak hours. We feel these numbers may increase slightly in the spring and fall due to weather conditions, however, not significantly enough to change opinions.

Crash History

Crashes reported by the City of Scottsbluff Police Department, Scotts Bluff County Sheriff's Office, and Nebraska State Patrol were assessed for the 18-year period starting 1998 and ending 2016. Crash History includes all reported crashes on 27th Street from 5th Avenue to Avenue I. Although the number of crashes are slightly higher at the intersection of concern to other intersections on 27th, we feel the slight increase is attributed to the offset centerline configuration and not the existing signal. In fact, there are no reported pedestrian crashes on 27th in the 18-year accident history provided.

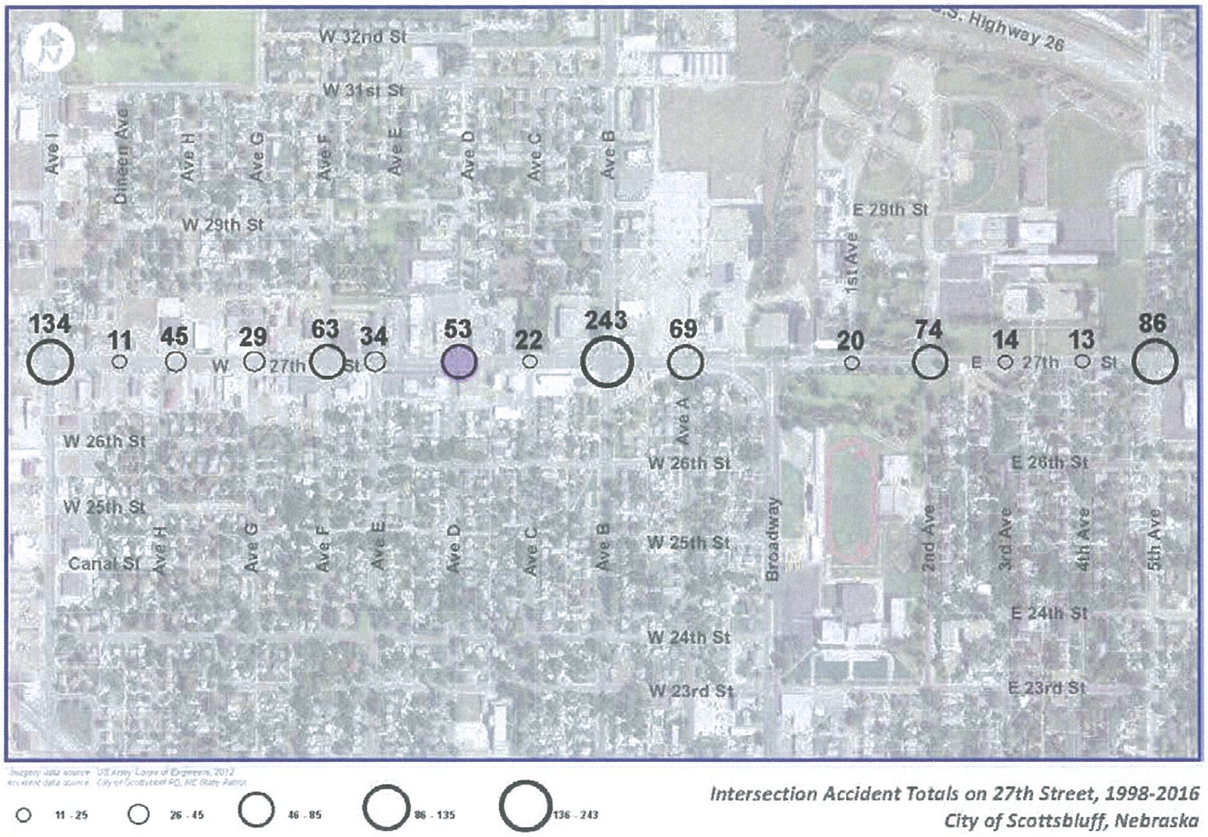


Figure 4 Crash History

Traffic Signal Warrant Analysis

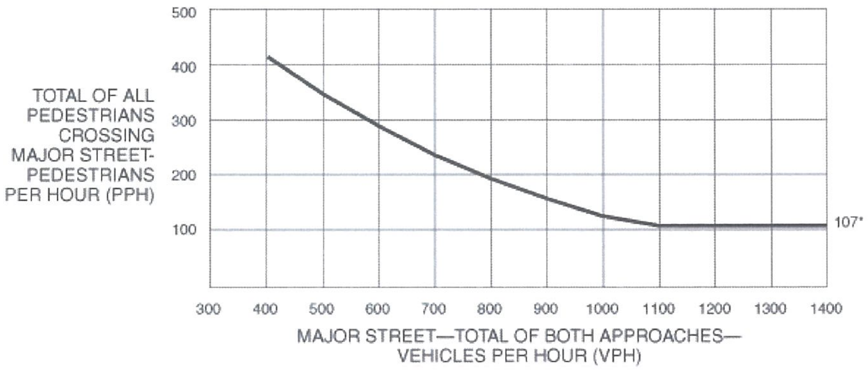
A signal warrant analysis for the intersection of 27th Street and Avenue D was performed for the background information described above.

The Pedestrian Volume signal warrant is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street.

Per the MUTCD, the need for a traffic control signal at an intersection or midblock crossing shall be considered if an engineering study finds that one of the following criteria is met:

A. For each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) all fall above the curve in Figure 4C-5;

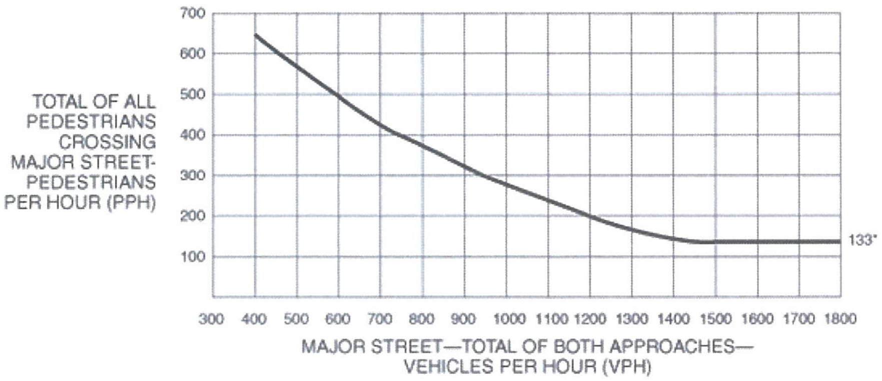
Figure 4C-5. Warrant 4, Pedestrian Four-Hour Volume



*Note: 107 pph applies as the lower threshold volume.

B. For 1 hour (any four consecutive 15-minute periods) of an average day, the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) falls above the curve in Figure 4C-7.

Figure 4C-7. Warrant 4, Pedestrian Peak Hour



*Note: 133 pph applies as the lower threshold volume.

If these warrants are met, the MUTCD also provides guidance as to how the signal should operate. If it is installed at an intersection or major driveway location, the traffic control signal should also control the minor-street or driveway traffic, should be traffic-actuated, and should include pedestrian detection.

Conclusion

Although the number of vehicles per hour is significant, the number of pedestrians crossing 27th Street does not warrant a pedestrian traffic signal. During the peak hour, the highest recorded pedestrians was 3, significantly lower than the total 133 necessary to warrant a pedestrian only signal.

The signal, as configured, also does not meet the geometric or operational requirements per the MUTCD. The traffic control signal only controlled the traffic on 27th Street. Avenue D traffic is controlled by STOP signs. Because this particular signal is activated by pedestrians, the configuration should meet the requirements of a midblock crossing signal and be located at least 100-feet from the intersection or major drive OR traffic lights should be installed to control Avenue D as well.

For these reasons, the signal is not warranted and should be removed/not replaced.

Recommendations

The existing traffic control signal is inadequate and does not meet the warrants for pedestrian crossings. The signal should not be replaced in its current configuration. With the pavement markings in place with a crosswalk, pedestrian signs should be installed.

Pedestrians crossing 27th Street is of particular concern due to the fact that it splits the Lincoln Heights school district, which is an elementary school. The MUTCD outlines traffic control for school areas in Chapter 7 of the 2009 Edition. Specific steps need to be taken in order to designate this area as a “School Zone” which includes ordinances, striping, and signage. If, after further evaluation, this area warrants the school zone designation, the 2009 MUTCD standards of practice should be followed.

City of Scottsbluff, Nebraska

Monday, December 19, 2016

Regular Meeting

Item Resolut.2

Council to consider a Resolution regarding authorized signatures on banking transactions.

Staff Contact: Liz Hilyard, Finance Director

RESOLUTION NO. _______

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

1. US Bank NA, First National Bank, First State Bank, Platte Valley Bank, Western States Bank, all with local branches in Scottsbluff, Nebraska, and the Nebraska Public Agency Investment Trust (NPAIT) as well as Wells Fargo Bank, NA and Wells Fargo Securities, LLC are designated as depositories and/or financial investment institutions for funds of the City.

   a. Depository funds of the City deposited in each bank shall be subject to withdrawal upon checks, notes, drafts, or other orders for the payment of money when signed on the City's behalf by any two of the following City officials:

      Randy Meininger OR
      Floyd J. "Jordan" Colwell AND

      Cynthia Dickinson OR
      Christine Burbach

   b. All investment funds of the City held as Government Money Market Funds, Certificates of Deposit, Treasury Notes, and other authorized securities purchased by the City shall be signed by the Finance Director for the City, Elizabeth Hilyard and one of the following City officials per the City's Investment Policy:

      Nathan Johnson OR
      Cynthia Dickinson

2. Provided, the Finance Director for the City, Elizabeth Hilyard, is authorized to make ACH drafts and withdrawals for payroll, electronic claims, utility payment drafts and debt payments on behalf of the City from any of the financial institutions named in paragraph 1. of this Resolution.

3. The banks are authorized to pay all orders and receive them for the credit of or in payment from the payee or any other holder without inquiring into the circumstances of the issue or the disposition of the proceeds.

4. US Bank is authorized to issue Visa credit cards to City personnel. The personnel to receive the cards and the credit limit on said cards shall be as approved by the City Manager or his/her designee.

5. This Resolution will revoke all prior banking resolutions and shall be delivered to all banks named in this Resolution. This Resolution will remain in effect until notice of revocation is delivered to any of these banks.

Passed, approved and effective this ____ day of December, 2016.

____
Mayor

ATTEST:

____
City Clerk

City of Scottsbluff, Nebraska

Monday, December 19, 2016

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: CITY COUNCIL