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

Regular Meeting
February 6, 2023
6:00 PM

1. **Roll Call**
2. **Pledge of Allegiance**.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. **Notice of changes in the agenda by the city clerk** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. **Citizens with business not scheduled on the agenda** (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. **Closed Session**
   a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. **Scottsbluff Youth Council**
   a) (informational only):
8. **Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only.**
   a) The Council will not take any action on the item except for referring it to staff to address for placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person.
9. **Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)**
   a) Council to approve the minutes of the January 17, 2023 Regular Meeting.
   b) Council to excuse the absence of Council Member Vidlak from the January 17, 2023 Regular Meeting.
   c) Council to consider approving a Change Order for the Sewer Main Lining Project at the Wastewater Treatment Plant in the amount of $13,970.67 and authorize the Mayor to sign the Change Order.
   d) Council to acknowledge receipt of and take no action on a liability claim from Sherri Everton, 1806 Avenue G, Scottsbluff, NE. The claim will be withdrawn and forwarded to the City's insurance carrier.

e) Council to consider and take action on claims of the City.

10. **Public Hearings:**

a) Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission on the Class D Liquor License for Montez Liquor, LLC d/b/a Montez Liquor, 1311 East Overland, Scottsbluff, NE.

b) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming Olga L. Montelongo as the Liquor License Manager of Montez Liquor, LLC d/b/a Montez Liquor.

11. **Reports from Staff, Boards & Commissions:**

a) Council to discuss and consider action on the Agreement with Brian and Lori Lore to be Campground Host and Manager of Riverside Park Campground, 1600 South Beltline Highway West, and authorize the Mayor to sign the Agreement.

b) Council to discuss and consider action on authorizing the Mayor to sign the Certificate of Compliance for Year 2022 regarding Maintenance Agreement No. 22 with the Nebraska Department of Transportation.

12. **Council reports** (informational only): This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.

13. **Adjournment.**

City of Scottsbluff, Nebraska

Monday, February 6, 2023

Regular Meeting

Item Closed1

Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.

Staff Contact:

City of Scottsbluff, Nebraska
Monday, February 6, 2023
Regular Meeting

Item Youth Cou 1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Monday, February 6, 2023

Regular Meeting

Item Publlc Com1

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

Staff Contact:

City of Scottsbluff, Nebraska

Monday, February 6, 2023

Regular Meeting

Item Consent1

Council to approve the minutes of the January 17, 2023 Regular Meeting.

Staff Contact: City Council

Regular Meeting
January 17, 2023

The Scottsbluff City Council met in a regular meeting on January 17, 2023 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. Since the regular meeting would fall on a City recognized holiday the meeting was moved to the following day, according to 6-1-12. A notice of the meeting had been published on January 13, 2023, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on January 13, 2023. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The Pledge of Allegiance was recited. Mayor McKerrigan welcomed everyone in attendance and encouraged all citizens to participate in the Council meeting asking those wishing to speak to come to the microphone and state their name and who they are representing for the record. Mayor McKerrigan informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Jeanne McKerrigan, Jordan Colwell, Angela Scanlan and Matt Salomon. Also present were City Manager Kevin Spencer and City Attorney Kent Hadenfeldt. Absent: Betsy Vidlak.

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

Ms. Elizabeth Roberts, representing Scottsbluff Youth Council, came forward to give a report of activities and highlights at the high school, which included Math Club, concerts and a dinner theater. She informed the school will also be hosting a job fair for students and local employers in the near future.

Council Member Salomon asked for clarification regarding item 9f) on the consent agenda regarding the bid specifications for the Western Sugar Irrigation Lateral. Public Works Director Mark Bohl came forward and explained there is a canal by Circle Drive and Platte Valley Bank that leaks during irrigation season, which the City has tried to repair to no avail. Mr. Bohl stated as of now, the irrigation pipe is laid out on top of the ground which impedes the Sugar Factory's beet trucks. The parties have agreed by putting the pipe underground, water will stop being ran through the canal, saving the Parks and the street intersection.

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

a) The minutes of the January 3, 2023 Regular Meeting be approved,
b) The absence of Council Member Vidlak from the January 3, 2023 Regular Meeting be excused,
c) The absence of Council Member Scanlan from the January 3, 2023 Regular Meeting be excused,
d) A public hearing be set for February 6, 2023 at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Commission regarding a Class D Liquor License for Montez Liquor, LLC d/b/a Montez Liquor, 1311 East Overland, Scottsbluff, NE,
e) The January 30, 2023 Meeting be canceled as two Regular Meetings will have been held in the month of January,
f) The bid specifications for the Western Sugar Irrigation Lateral and authorizing the city clerk to advertise for bids to be received by February 6, 2023 at 10:00 a.m. be approved,

g) The following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated January 17, 2023 as on file with the City Clerk and submitted to the City Council "YEAS," Colwell, Salomon, Scanlan, and McKerrigan, "NAYS," None. Absent: Vidlak.

CLAIMS

911 CUSTOM, LLC,CIP-PATROL CARS,5063.42;ACTION COMMUNICATIONS INC.,TOWER RESCUE CLASS - HARSH, WALTER, LAURUHN,1491.74; ADVANCE AUTO PARTS,AIR BRAKE ANTIFREEZE,93.45; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4053.09; ATLAS COPCO COMPRESSORS, LLC,EQUIP MAINT,165.86;AUTOZONE STORES, INC,VEH MAINT PARK,326.66;B & H INVESTMENTS, INC,DEP. SUP. -LIBRARY,255.5;B&C STEEL CORPORATION,DEPARTMENTSUPPLIESSAN,631.58;BESTPLUMBINGHEATING&COOLING,GROUND MAINT PARK,768.4;BLOSSOM SHOP,DEPT SUPP ADM,36.99;BLR c/o SIMPLIFY COMPLIANCE,FAIRLABORSTANDARDSHANDBOOK,536.99;BLUFFSFACILITYSOLUTIONS,JIT SUPPL-PD,480.78; BRIAN HAFEMAN,FACADE GRANT,7845.93;CAPITAL BUSINESS SYSTEMS INC.,CONTRACTUAL-PD,70.41;CARR- TRUMBULL LUMBER CO, INC.,GROUND MAINT PARK,649.26;CELLCO PARTNERSHIP,IPADS, TABLETS, CELL PHONES, GRIDSMART FOR TRANS,1480.66;CITIBANK, N.A.,EQUIP MAINT-PD,607.98;CITY OF GERING,DISPOSAL FEES-SAN,40932.93; COLE TOOL DISTRIBUTORS LLC,DEPARTMENT SUPPLIES-SAN,48.72; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,INSURANCE,22.75;COMPUTER CONNECTION INC,CONTRACTUAL-PD,44;CONTRACTORS MATERIALS INC.,SAFETY GLASSES,7.84; CORE & MAIN LP,METERS,13268.83;CREDIT BUREAU OF COUNCIL BLUFFS,FEE - DEC. 2022,50;CROELL INC,DEPT SUP,486.59;DOOLEY OIL INC,EQUIP MAINT,128.89;EAKES INC,DEPT SUPP ADM,487.39;ESSENTIAL FUEL LLC STORE #003,VEH MAINT-PD,158;FASTENAL COMPANY,EQUIP MAINT,39.11;FAT BOYS TIRE AND AUTO,EQUIP MAINT PARK,10;FLOYD'S TRUCK CENTER SCOTTSBLUFF,VEHICLE MAINTENANCE-SAN,5326.42;FORCE AMERICA DISTRIBUTING LLC,STEM KIT & CONNECTOR FOR D. TRUCK,269.51;FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,1510;FUN EXPRESS, LLC,PRGMG.,154.74; GALE/CENGAGE LEARNING,COLL.,22.06;GRAY TELEVISON GROUPINC,TRICITYSTORMWATERTVPSASOCTOBER,2095;HAWKINS,INC.,CHEMICALS,2248.71;HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,396.69;HOA SOLUTIONS, INC,CONTRACTUAL SVC,535;HOTSY EQUIPMENT CO INC,STRAINER FOR PRESSURE WASHER,27.61;HYDROTEX PARTNERS, LTD,POWER KLEEN,503.99; IDEAL LAUNDRY AND CLEANERS, INC.,DEPARTMENT SUPPLIES-SAN,627.87;INDEPENDENT PLUMBING AND HEATING, INC,BLDG MAINT PARK,166.14; INGRAM LIBRARY SERVICES INC,Coll.,1511.61; INLAND TRUCK PARTS & SERVICE,VEH MAINT PARK,641.25;INTERNAL REVENUE SERVICE,WITHHOLDINGS,82639.31; INTRALINKS, INC,BARRACUDA (1/1/23 - 12/31/23),8837.6; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL SVC,139.8;KNOW HOW LLC,DEPT SUP,3141.36;KUSTOMSIGNALS,INC,EQUIPMAINT-PD,157;LEEBHM CORP,PUBLISHING,669.97; LEXISNEXISRISKDATAMANAGEMENT,CONSULTINGPD,100;LOMBARDMATTHEW,UNIFORS-PD,104.5;M.C. SCHAFF & ASSOCIATES, INC,PROF. SERVICES - 20TH ST. OVERLAY 2023,34486.91; MADISON NATIONAL LIFE,INSURANCE,3706.51;MATHESON TRI-GAS INC,DEPT SUPP PARK,254.5;MCMASTER-CARR SUPPLY COMPANY,DEPT SUP,1120.66; MENARDS, INC,DEPT SUPP PARK,2928.1; MICHAEL B KEMBEL,BUILDING MAINTENANCE-SAN,103;MICHAELBEEBE,CITYHALLHVAC REPLACEMENT,33989;MIDLANDS NEWSPAPERS, INC,SBSCRP.,7.7;MID-STATES ORGANIZED CRIME INFORMATION CENTER,MEMBERSHIP-PD,200;MIDWEST CONNECT, LLC,UB PROCESSING - DEC 2022,1727.91; MMRO,REVIEW - FILE

015407-1 (LOHR),926.25;MUNIMETRIX SYSTEMS CORP,IMAGESILO - DEC. 2022,39.99; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1170.1;NEBRASKA MACHINERY CO,SWITCH FOR MOTOR GRADER,103.23;NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,43112;NEBRASKARURALRADIOASSOCIATION,TRICITYSTORMWATER PSAS KNEB TV AND INTERNET,475;NEBRASKA SALT AND GRAIN CO,2 LOADS ICE SLICER,8323.88;NETWORKFLEET, INC,GPS SERVICE,141.52;OCLC ONLINE COMPUTER LIBRARYCENTER,INC,CONT.SRVCS.,404.05;ONECALLCONCEPTS,INC,CONTRACTUAL,19.04; PANHANDLE COOPERATIVE ASSOCIATION,FUEL,4606.29; PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,287;PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,9777.8;POMPS TIRE SERVICE INC,TIRE REPAIR ON PICKUP,30;POWERPLAN,EQUIP MAINT,51.76;QUILLCORPORATION,DEPTSUPPLPD,444.89;REGIONALCAREINC,CLAIMS,5882. 48;REGIONALWESTMEDICALCENTER,CONSULTING-PD,85.7;REGISTEROFDEEDS,LEGAL,40; RIDGECRESTPRODUCTSINC,UNIFORMSPD,896;ROOSEVELTPUBLICPOWERDISTRICT,ELEC TRIC POWER,1939.37; ROUNDHOUSE BUNKER GEAR SERVICE,REPAIR BUNKER PANT - KELLEY,38.78; RUSSEL'S AUTOMOTIVE,VEH MAINT-PD,1367.95;S M E C,EMPLOYEE DEDUCTION,309.15; SAFELITE FULFILLMENT, INC,VEH MAINT PARK,354.98;SANDBERG IMPLEMENT, INC,EQUIP MAINT PARK,1799.57;SCB CO CLERK,JOINT PUBLIC HEARING - BUDGET,2739.87;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300;SCB IBEW 1597 UNIONDUES,SCBIBEW1597UNION DUES,413.92; SCOTTIES POTTIES INC,CONTRACTUAL,475; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,897; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL,12279.29; SIMON CONTRACTORS,SAND FOR ICE SLICER,141.36;SNELL SERVICES INC.,ELECTRICAL MAINT,90;SOUNDSLEEPER SECURITY INC.,CONTRACTUAL-PD,14.95; SOUTHERN UNIFORM AND TACTICAL INC,UNIFORM CLASS B SHIRTS,731.04;SPX FLOW INC,EQUIPMENT,77171.84;THE PEAVEY CORP,INVEST SUPPL-PD,308.83;TRANS-WEST INC,VEHICLE MAINT PARK,70;TWIN CITY AUTO, INC,MOTOR FOR D. TRUCK,446.66;TYLER TECHNOLOGIES, INC,UB TRANSACTION FEES - (10/1/22 - 12/31/22),3397.5;UNION BANK & TRUST,RETIREMENT,49211.72; VERIZON CONNECT FLEET USALLC,CONTRACTUALSERVICES-SAN,199.09;WEX BANK,UNLEADED GASOLINE,34809.11; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,1476.16;YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,788;REFUNDS; ASHLYNN BURGESS,9.53; KATHY BLAUVELT, 15.45; DAKOTA VIEW HOLDINGS LLC, 19.13

Mr. Spencer presented the December 2022 Financial Report. He explained we are at about 25% of this year's budget. He is pleased with the report and complimented department heads for budgeting fuel in uncertain times, adding gas and diesel are on track for the year.

Ms. Melody Baily, Retail Account Manager with Nebraska Public Power District, came forward to give a presentation on the Scotts Bluff County Trends Study and an overview of Nebraska Public Power District. Ms. Baily explained NPPD focuses on the three 'R's'; Rates, Reliability, and Relationships. She added they are in their 10th year with a zero-rate increase. She also briefly explained the Professional Operating Agreement, renewable energy sources and NPPD's top five priorities for 2023.

Regarding the Scotts Bluff County Trends Study, Ms. Baily highlighted five major areas including Labor Force and Employment, Residence and Work Flow Patterns, Population and Migration Trends, Retail Sales, and Income Levels. The study showed the population of Scottsbluff is declining; however, the pull factor of retail sales is 2.03%; signifying we are a strong retail hub for this area.

Ms. Sharaya Toof, Small Business Outreach/Public Relations Coordinator, came forward to present an update on the Creative District. Ms. Toof explained the steering committee has decided on the "Creative

Beet" as the name for the Scottsbluff Creative District due to the rich sugar beet history of the area. She also briefly updated Council on different planning meetings, the submitted workbook, and visit from the Nebraska Arts Council. Looking ahead they will be completing the strategic plan, having advisory committee meetings, and applying for more funding from the Nebraska Arts Council.

Council introduced the Ordinance to consider a Rezone of Lots 2-9, Block 1, Frank Properties from A-Agricultural to C-2 Neighborhood and Retail Commercial and was read by title on third reading: **AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOTS 2-9, BLOCK 1, FRANK PROPERTIES, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA CURRENTLY ZONED AS AGRICULTURAL (A), WILL NOW BE INCLUDED IN NEIGHBORHOOD AND RETAIL COMMERCIAL (C-2), REPEALING PRIOR SECTION 25-1-4, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council Member Colwell moved, seconded by Council Member Salomon to adopt Ordinance No. 4297 rezoning Lots 2-9, Block 1, Frank Properties from A-Agricultural to C-2 Neighborhood and Retail Commercial, "YEAS," Salomon, Scanlan, McKerrigan, and Colwell. "NAYS," None. Absent: Vidlak

Council introduced the Ordinance to revise municipal off-street parking lots and was read by title on third reading**: AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING §22-6-40 OF THE SCOTTSBLUFF MUNICIPAL CODE WHICH DESIGNATES MUNICIPAL PARKING LOTS, REMOVING FOUR PARKING LOTS FROM THE DESIGNATION AND ADDING ONE ADDITIONAL PARKING LOT, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council Member Salomon made a motion to adopt Ordinance No. 4298 revising municipal off-street parking lots. The motion was seconded by Council Member Scanlan, "YEAS," Scanlan, McKerrigan, Salomon, and Colwell. "NAYS," None. Absent: Vidlak.

Council introduced the revised Ordinance regarding the vacation of Lots 2A and 3A, Block 7, Fairway Estates and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA REPEALING ORDINANCE NO. 4292 AND VACATING LOT 2A, BLOCK 7, A REPLAT OF LOT 2, BLOCK 7 FAIRWAY ESTATES, AND LOT 3A, A REPLAT OF LOTS 3 AND 4, BLOCK 7, FAIRWAY ESTATES, AN ADDITION SITUATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, AND VACATING LOT 3A, A REPLAT OF LOTS 3 AND 4, BLOCK 7, FAIRWAY ESTATES, AN ADDITION SITUATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M. LOCATED IN SCOTTS BLUFF COUNTY, NEBRASKA, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Legal Counsel Hadenfeldt explained the Register of Deeds asked that we repeal the prior Ordinance No. 4292 and use this language; she wanted Lot 3A repeated twice.

Council Member Scanlan moved that the statutory rule regarding the revised Ordinance of the vacation of Lots 2A and 3A, Block 7, Fairway Estates to be read by title on three different days be suspended. The motion was seconded by Council Member Colwell, "YEAS," Colwell, McKerrigan, Salomon, and Scanlan. "NAYS," None. Absent: Vidlak.

Council Member Colwell moved, seconded by Council Member Salomon to adopt the revised Ordinance No. 4299 regarding the vacation of Lots 2A and 3A, Block 7, Fairway Estates, "YEAS," McKerrigan, Scanlan, Colwell, and Salomon. "NAYS," None. Absent: Vidlak

Council introduced the Ordinance to amend Section 23-4-3 of the Municipal Code for Backflow relating to the testing of Pressure Vacuum Breakers and was read by title on first reading**: AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING §23-4-3 OF THE SCOTTSBLUFF MUNICIPAL CODE, AS IT RELATES TO RESPONSIBILITY FOR IMPLEMENTATION AND TESTING PRESSURE VACUUM BREAKERS FOR BACKFLOW PREVENTION DEVICES, REPEALING THE PRIOR SECTION, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Mr. Spencer informed Council the State no longer requires these inspections; currently when a pressure vacuum breaker is installed it is inspected at that time.

Council Member Scanlan moved, seconded by Council Member Salomon that the statutory rule to amend Section 23-4-3 of the Municipal Code for Backflow relating to the testing of Pressure Vacuum Breakers to be read by title on three different days be suspended, "YEAS," Colwell, Salomon, Scanlan, and McKerrigan. "NAYS," None. Absent: Vidlak.

Council Member Colwell made a motion to adopt Ordinance No. 4300 amending Section 23-4-3 of the Municipal Code for Backflow relating to the testing of Pressure Vacuum Breakers. The motion was seconded by Council Member Scanlan, "YEAS," Scanlan, McKerrigan, Salomon, and Colwell. "NAYS, " None. Absent: Vidlak.

Mr. Zach Glaubius, Planning Administrator, and Mr. Tom Schingle, Fire Chief, approached Council regarding the bids for three 2022 or newer mid-sized four wheel crew cab drive pickup trucks. Mr. Glaubius explained the building inspectors are currently using pickups from 2003, each having over 100,000 miles on them. They are recommending switching to four wheel drive due to inclement weather and areas of travel.

Mr. Schingle explained the pickup for his department will be used by the Fire Marshal. He stated the truck currently used is two wheel drive, but is newer and can be used by another department. This vehicle will be different, however, because it will have a topper and slideout for investigation and inspection equipment.

Council Member Colwell moved, seconded by Council Member Scanlan to approve the bid from Transwest Ford in the amount of $105,640.42 for three 2022 or newer mid-sized four-wheel drive crew cab pickup trucks for Development Services and the Fire Department to include trade in of two current Development Services pickup trucks, "YEAS," Colwell, McKerrigan, Salomon, and Scanlan. "NAYS," None. Absent: Vidlak

Under Council Reports. Mr. Spencer commented that Taylor Stephens, GIS Analyst, attended the Tri Active Living Advisory Council meeting. Mr. Stephens informed Mr. Spencer they talked about doing a walkability study at Longfellow school and they are having conversations about signage on the Pathway. Mayor McKerrigan stated she, Mr. Spencer and Ms. Toof met with the Omaha and Nebraska State Chamber last week.

Council Member Scanlan moved, seconded by Council Member Salomon to adjourn the meeting at 6:50 p.m.,"YEAS," McKerrigan, Scanlan, Colwell, and Salomon. "NAYS," None. Absent: Vidlak.

_____
Mayor

Attest:

_____
City Clerk "SEAL"

City of Scottsbluff, Nebraska
Monday, February 6, 2023
Regular Meeting

Item Consent2

Council to excuse the absence of Council Member Vidlak from the January 17, 2023 Regular Meeting.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, February 6, 2023

Regular Meeting

Item Consent3

Council to consider approving a Change Order for the Sewer Main Lining Project at the Wastewater Treatment Plant in the amount of $13,970.67 and authorize the Mayor to sign the Change Order.

Staff Contact: City Council

Agenda Statement

Item No.

For Meeting of: February 6, 2023

AGENDA TITLE: Council to consider approving a Change Order for the Sewer Main Lining Project at the Wastewater Treatment Plant in the amount of $13,970.67.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works

PRESENTATION BY: Kevin Spencer, City Manager

SUMMARY EXPLANATION: As part of the Sewer Main Lining Project, the contractor took measurements to determine the actual pipe size. The measurements show that the pipe size varies from 30 to 34 inches throughout the 565 foot area to be lined. Given this fact, to make sure we meet the lining requirements, a 36 inch transitional liner is being recommended. This change in project scope will cost $13,970.67.

The original contract with Hydro-Klean, LLC is for $243,841.50. This change order will increase the cost to $257,812.17. The combined total falls within the $515,000 budgeted for this project.

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff recommends that Council approve the change order to increase the size of the liner to 36 inch at a cost of $13,970.67.

Does this item require the expenditure of funds? **_X yes __no**
Are funds budgeted? **_X yes __no**

If no, comments: _____
Estimated Amount _____
Amount Budgeted **$515,000 (Contract is $243,841.50 + $13,970.67 = $257,812.17)**
Department **Wastewater**
Account Description **Structures**

Approval of funds available _____
City Finance Director

EXHIBITS

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

Other (specify) Change Order

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

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 12/14/ City Clerk

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 1

Date of Issuance:	1/17/2023	Effective Date:	1/17/2023
Owner:	City of Scottsbluff	Owner's Contract No.:	
Contractor:	Hydro-Kleen, LLC	Contractor's Project No.:	PJ107753
Engineer:	M.C. Schaff & Associates, Inc.	Engineer's Project No.:	RM220094-00
Project:	Scottsbluff WWTF Trunk Line Lining	Contract Name:	Scottsbluff WWTF Trunk Line Lining

The Contract is modified as follows upon execution of this Change Order:

Description: Increase the size of the liner from 30" to 36".

Attachments: *Engineered Lining Systems, Change Order Request*

CHANGE IN CONTRACT PRICE	~~CHANGE IN CONTRACT TIMES~~ ~~*[note changes in Milestones if applicable]*~~
Original Contract Price: $ 243,841.50	~~Original Contract Times:~~ ~~Substantial Completion:~~ ~~Ready for Final Payment:~~ ~~days or dates~~
~~[Increase] [Decrease] from previously approved Change Orders No. __ to No. __:~~ ~~$~~	~~[Increase] [Decrease] from previously approved Change Orders No. __ to No. __:~~ ~~Substantial Completion:~~ ~~Ready for Final Payment:~~ ~~days~~
Contract Price prior to this Change Order: $ 243,841.50	~~Contract Times prior to this Change Order:~~ ~~Substantial Completion:~~ ~~Ready for Final Payment:~~ ~~days or dates~~
[Increase] ~~[Decrease]~~ of this Change Order: $ 13,970.67	~~[Increase] [Decrease] of this Change Order:~~ ~~Substantial Completion:~~ ~~Ready for Final Payment:~~ ~~days or dates~~
Contract Price incorporating this Change Order: $ 257,812.17	~~Contract Times with all approved Change Orders:~~ ~~Substantial Completion:~~ ~~Ready for Final Payment:~~ ~~days or dates~~

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized	Contractor (Authorized Signature)
Title: Project Engineer	Title: _____	Title _____
Date: 1/17/2023	Date: _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

ENGINEERED LINING SYSTEMS, Inc.
An HK Solutions Group Company
333 NW 49th Place
Des Moines, Iowa 50313
Office (904)378-0900 • Facsimile (904)378-0960

CHANGE ORDER REQUEST

CONTRACTOR:	City of Scottsbluff	DATE:	January 16, 2023
ADDRESS:	2525 Circle Drive	ATTN:	Lynn Garton
CITY,STATE,ZIP:	Scottsbluff, NE 69361	REQ #	1
JOB :	RM220094-00	JOB#:	PJ107753

ENGINEERED LINING SYSTEMS, INC. IS REQUESTING A WRITTEN CHANGE ORDER FOR THE FOLLOWING SCOPE CHANGE TO OUR CONTRACT. ENGINEERED LINING SYSTEMS CANNOT PERFORM OUT OF SCOPE WORK WITHOUT RECEIPT OF A WRITTEN CONTRACT MODIFICATION OR SIGNED ACCEPTANCE OF THIS REQUEST.

Item #	Description	Cost	
1	Special Build Transitional Liner for all pipe runs from 30" to 36"	$	13,970.67

TOTAL THIS CHANGE REQUEST: $ 13,970.67

Engineered Lining Systems

James Howell

ACCEPTANCE

COMPANY: _____

BY: _____

City of Scottsbluff, Nebraska

Monday, February 6, 2023

Regular Meeting

Item Consent4

Council to acknowledge receipt of and take no action on a liability claim from Sherri Everton, 1806 Avenue G, Scottsbluff, NE. The claim will be withdrawn and forwarded to the City's insurance carrier.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff
CITIZEN INCIDENT REPORT

All tort claims under the Political Subdivisions Tort Claims Act and sections 16-727, 16-728, 23-175, 39-809, and 79-610 shall be filed with the clerk, secretary, or other official whose duty it is to maintain the official records of the political subdivision, or the governing body of a political subdivision may provide that such claims may be filed with the duly constituted law department of such subdivision. It shall be the duty of the official with whom the claim is filed to present the claim to the governing body. All such claims shall be in writing and shall set forth the time and place of the occurrence giving rise to the claim and such other facts pertinent to the claim as are known to the claimant.

Date: Jan 30. 2023

Date and location of Incident: Jan 28. 2023, 22nd Ave G

Claimant Name: Sheri Everton Phone: (308) 762-8010.

Address: 1806 ave G City: Scottsbluff State and Zip: 69361

City Department Contact: _____

Narrative of what happened: was towing down 22nd towards ave G & 22nd & hit (a dip / pothole) so hard it hit my head and [redacted] it messed my [illegible] broke [illegible]

Estimated amount of damages $_____ (attach estimates)

Attachments: Photos: _____ Estimates: _____ Medical Bills: _____

Witnesses: _____ Contact Information: _____

Citizen insurance information: Farmers Insurance

Reported by (city staff): _____

Received Date: Jan 30 2023

Signature of Claimant(s): Sheri Everton

SUBMIT TO: KIM WRIGHT, CITY CLERK, CITY OF SCOTTSBLUFF
2525 CIRCLE DRIVE, SCOTTSBLUFF, NE 69361

Mike's Car Care
9252 W 36th
Scottsbluff NE

NAME Shamy Evarson | PHONE
ADDRESS
CITY, STATE, ZIP
2ND AUTHORIZED NAME | PHONE

MATERIAL: ALL PARTS NEW UNLESS SPECIFIED: U-USED, R-REBUILT, RC-RECONDITIONED

QTY.	PART NO.	NAME OF PART	PRICE		WARRANTY Y/N
1	used	abs unit	19500		
1		cat. converter	46000		
1		ex gaskets	2500		
1		brake fluid	1000		
		ESTMATE			
		Not diagnosed by us. Based on information provided			
		TOTAL PARTS	68000		

MECHANICS RECOMMENDATIONS

Estimated cost $_____ Estimate Charge _____ Basis for Charge _____

CUSTOMER'S INFORMATION

RECEIVED (DATE & TIME) A.M. P.M. | CUSTOMER'S ORDER NO. | PROMISED (DATE & TIME) A.M. P.M.

YEAR • MAKE • MODEL 2004 Monte Carlo SS | SERIAL #/VIN | MOTOR # 3.8

LICENSE NO. | ODOMETER | WRITTEN BY

☐ LUBE ☐ OIL CHANGE ☐ FLUSH TRANS. ☐ FLUSH DIFF. ☐ WASH ☐ POLISH

CHARGE FOR HAZARDOUS OR OTHER WASTE REMOVAL*

Replace abs unit 16000

Replace catalytic converter 6000

METHOD OF PAYMENT:
☐ CHECK ☐ CHARGE ☐ CASH

LABOR
☐ FLAT RATE ☐ HOURLY ☐ BOTH

☐ RETAIN PARTS
☐ DESTROY PARTS

Daily Storage fee after repair work has been completed and customer has been notified. No charges shall accrue or be due and payable for a period of 3 working days from date of notification.

GUARANTEED ITEM(S) _____

GUARANTEE EFFECTIVE UNTIL:
TIME _____
MILEAGE _____

AUTHORIZED BY

LABOR ONLY	22000
PARTS	69000
ACCESSORIES	
GAS, OIL & GREASE	
MISC. MERCHANDISE	
SUBLET REPAIRS	
STORAGE FEE	
TAX	4830
TOTAL ▶	95830

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:
I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE, INCLUDING A COMPLETION DATE, IF MY FINAL BILL WILL EXCEED $100. ($50 in MD)

___ I REQUEST A WRITTEN ESTIMATE. THE FINAL BILL MAY NOT EXCEED THIS ESTIMATE WITHOUT MY WRITTEN APPROVAL.

___ I DO NOT REQUEST A WRITTEN ESTIMATE, AS LONG AS THE REPAIR COSTS DO NOT EXCEED $_____. *THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.*

___ I DO NOT REQUEST A WRITTEN ESTIMATE.

*Checked lines apply (Preparer must check at least one):
___ This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.
___ This amount includes a charge of $ _____, which is required under _____ law.

You are entitled by law to the return of all parts replaced, except those for which there is a core charge, unless you agree otherwise by initialing the following: _____ I do not desire the return of any of the parts that are replaced during the authorized repairs.

Estimate good for 30 days. Not responsible for damage caused by theft, fire, or acts of nature. I authorize the above repairs, along with any necessary materials. I authorize you and your employees to operate my vehicle for the purpose of testing, inspection, and delivery at my risk. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of the repairs thereto. *If I cancel repairs prior to their completion for any reason, a tear-down and reassembly fee of $_____ will be applied.*

SIGNED _____

DATE 1-30-23

adams GT3870 09-11

City of Scottsbluff, Nebraska
Monday, February 6, 2023
Regular Meeting

Item Consent5

Council to consider and take action on claims of the City.

Staff Contact: Liz Loutzenhiser, Finance Director

Description (Payable)	Account Name		Amount
Vendor: 05887 - ALLO COMMUNICATIONS,LLC			
Fund: 111 - GENERAL			
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		240.61
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		72.20
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		35.44
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		38.44
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		160.00
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		144.41
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		332.39
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		1,172.05
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		430.32
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		237.01
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		30.47
		Fund 111 - GENERAL Total:	**2,893.34**
Fund: 212 - STREETS			
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		459.51
		Fund 212 - STREETS Total:	**459.51**
Fund: 213 - CEMETERY			
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		72.20
		Fund 213 - CEMETERY Total:	**72.20**
Fund: 224 - ECONOMIC DEVELOPMENT			
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		105.31
		Fund 224 - ECONOMIC DEVELOPMENT Total:	**105.31**
Fund: 621 - ENVIRONMENTAL SERVICES			
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		168.78
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**168.78**
Fund: 631 - WASTEWATER			
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		157.29
		Fund 631 - WASTEWATER Total:	**157.29**
Fund: 641 - WATER			
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		150.81
		Fund 641 - WATER Total:	**150.81**
Fund: 661 - STORMWATER			
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		35.62
		Fund 661 - STORMWATER Total:	**35.62**
Fund: 721 - GIS SERVICES			
LOCAL TELEPHONE CHARGES	PHONE & INTERNET		35.44
		Fund 721 - GIS SERVICES Total:	**35.44**
		Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:	**4,078.30**
Vendor: 03711 - AMAZON.COM HEADQUARTERS			
Fund: 111 - GENERAL			
DEPT SUPP CITY COUNCIL	DEPARTMENT SUPPLIES		22.59
Coll.	COLLECTIONS		162.15
		Fund 111 - GENERAL Total:	**184.74**
		Vendor 03711 - AMAZON.COM HEADQUARTERS Total:	**184.74**
Vendor: 06891 - ANDERSON-SHAW CONSTRUCTION, INC			
Fund: 224 - ECONOMIC DEVELOPMENT			
LB 840 FUNDING	ECONOMIC DEVELOPMENT		257,000.00
		Fund 224 - ECONOMIC DEVELOPMENT Total:	**257,000.00**
		Vendor 06891 - ANDERSON-SHAW CONSTRUCTION, INC Total:	**257,000.00**

Description (Payable)	Account Name		Amount
Vendor: 00295 - B & H INVESTMENTS, INC			
Fund: 111 - GENERAL			
DEPT SUPP ADM	DEPARTMENT SUPPLIES		32.00
BLDG MAINT-PD	BUILDING MAINTENANCE		27.50
BLDG MAINT-PD	BUILDING MAINTENANCE		27.50
Dep. Sup. -LIBRARY	DEPARTMENT SUPPLIES		17.50
DEPT SUPP ADM	DEPARTMENT SUPPLIES		32.00
BLDG MAINT-PD	BUILDING MAINTENANCE		15.00
BLDG MAINT-PD	BUILDING MAINTENANCE		15.00
		Fund 111 - GENERAL Total:	**166.50**
Fund: 212 - STREETS			
SUP - WATER & FINANCE CHAR...	DEPARTMENT SUPPLIES		50.46
		Fund 212 - STREETS Total:	**50.46**
Fund: 621 - ENVIRONMENTAL SERVICES			
Department Supplies-SAN	DEPARTMENT SUPPLIES		41.00
Department Supplies-SAN	DEPARTMENT SUPPLIES		44.50
Department Supplies-SAN	DEPARTMENT SUPPLIES		14.00
DEPT SUP	DEPARTMENT SUPPLIES		7.00
Contractual Services-SAN	CONTRACTUAL SERVICES		23.26
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**129.76**
Fund: 631 - WASTEWATER			
DEPT SUP	DEPARTMENT SUPPLIES		7.00
		Fund 631 - WASTEWATER Total:	**7.00**
		Vendor 00295 - B & H INVESTMENTS, INC Total:	**353.72**
Vendor: 10428 - BELSON OUTDOORS			
Fund: 111 - GENERAL			
DEPT SUPPL. - CENTENNIAL PA...	DEPARTMENT SUPPLIES		4,272.65
		Fund 111 - GENERAL Total:	**4,272.65**
		Vendor 10428 - BELSON OUTDOORS Total:	**4,272.65**
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC			
Fund: 111 - GENERAL			
Monthly Energy Bill	HEATING FUEL		381.59
Monthly Energy Bill	HEATING FUEL		378.39
Monthly Energy Bill	HEATING FUEL		120.58
Monthly Energy Bill	HEATING FUEL		378.39
Monthly Energy Bill	HEATING FUEL		497.39
Monthly Energy Bill	HEATING FUEL		661.95
Monthly Energy Bill	HEATING FUEL		37.34
Monthly Energy Bill	HEATING FUEL		169.34
		Fund 111 - GENERAL Total:	**2,624.97**
Fund: 212 - STREETS			
Monthly Energy Bill	HEATING FUEL		2,101.34
		Fund 212 - STREETS Total:	**2,101.34**
Fund: 621 - ENVIRONMENTAL SERVICES			
Monthly Energy Bill	HEATING FUEL		639.25
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**639.25**
Fund: 641 - WATER			
Monthly Energy Bill	HEATING FUEL		150.47
		Fund 641 - WATER Total:	**150.47**
		Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:	**5,516.03**
Vendor: 00405 - BLUFFS FACILITY SOLUTIONS			
Fund: 111 - GENERAL			
JANIT SUPPL-PD	JANITORIAL SUPPLIES		29.97
JANIT SUPPL-PD	JANITORIAL SUPPLIES		29.98
DEPT SUPP ADM	DEPARTMENT SUPPLIES		354.40
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		87.24

Description (Payable)	Account Name		Amount
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		87.24
DEPT SUPP PARK	DEPARTMENT SUPPLIES		32.00
Jan. Sup.	JANITORIAL SUPPLIES		580.91
		Fund 111 - GENERAL Total:	**1,201.74**
		Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:	**1,201.74**
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.			
Fund: 111 - GENERAL			
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE		0.65
Cont. Srvcs.	CONTRACTUAL SERVICES		61.64
CONTRACTUAL-PD	CONTRACTUAL SERVICES		70.04
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE		81.87
		Fund 111 - GENERAL Total:	**214.20**
Fund: 212 - STREETS			
COPY/PRINTER SERVICE	CONTRACTUAL SERVICES		30.90
		Fund 212 - STREETS Total:	**30.90**
		Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:	**245.10**
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.			
Fund: 111 - GENERAL			
GROUND MAINT PARK	GROUNDS MAINTENANCE		28.99
		Fund 111 - GENERAL Total:	**28.99**
		Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:	**28.99**
Vendor: 07911 - CELLCO PARTNERSHIP			
Fund: 111 - GENERAL			
JANUARY CELLULAR	CELLULAR PHONE		275.46
CELL PHONES-PD	PHONE & INTERNET		1,475.61
		Fund 111 - GENERAL Total:	**1,751.07**
		Vendor 07911 - CELLCO PARTNERSHIP Total:	**1,751.07**
Vendor: 02396 - CITIBANK N.A.			
Fund: 212 - STREETS			
SUPP - SELF ADHESIVE LAM	DEPARTMENT SUPPLIES		-80.22
SUPP - LAM, SELF ADHESIVE FI...	DEPARTMENT SUPPLIES		74.97
SUPP - LEAD REFILL, PLANNER	DEPARTMENT SUPPLIES		64.27
SUPP - SHARPIES, ADHESIVE FI...	DEPARTMENT SUPPLIES		58.97
SUPP - ORGANIZER	DEPARTMENT SUPPLIES		59.99
		Fund 212 - STREETS Total:	**177.98**
Fund: 213 - CEMETERY			
DEPT SUPP CEM	DEPARTMENT SUPPLIES		7.98
		Fund 213 - CEMETERY Total:	**7.98**
Fund: 621 - ENVIRONMENTAL SERVICES			
Department Supplies-SAN	DEPARTMENT SUPPLIES		170.94
Department Supplies-SAN	DEPARTMENT SUPPLIES		21.99
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**192.93**
		Vendor 02396 - CITIBANK N.A. Total:	**378.89**
Vendor: 05859 - CITIBANK, N.A.			
Fund: 111 - GENERAL			
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE		69.98
		Fund 111 - GENERAL Total:	**69.98**
Fund: 212 - STREETS			
ROTO ROOTER	DEPARTMENT SUPPLIES		614.00
WASHERS, SCREWS, HEX NUTS ...	DEPARTMENT SUPPLIES		74.38
		Fund 212 - STREETS Total:	**688.38**
		Vendor 05859 - CITIBANK, N.A. Total:	**758.36**

Description (Payable)	Account Name	Amount
Vendor: 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY		
Fund: 713 - CASH & INVESTMENT POOL		
INSURANCE	LIFE INS EE PAYABLE	22.75
	Fund 713 - CASH & INVESTMENT POOL Total:	**22.75**
	Vendor 03010 - COLONIAL LIFE & ACCIDENT INSURANCE COMPANY Total:	**22.75**
Vendor: 07359 - CONSERV FLAG COMPANY		
Fund: 111 - GENERAL		
Flags for City Hall	DEPARTMENT SUPPLIES	220.18
	Fund 111 - GENERAL Total:	**220.18**
	Vendor 07359 - CONSERV FLAG COMPANY Total:	**220.18**
Vendor: 00267 - CONTRACTORS MATERIALS INC.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	42.14
	Fund 111 - GENERAL Total:	**42.14**
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	250.62
	Fund 641 - WATER Total:	**250.62**
	Vendor 00267 - CONTRACTORS MATERIALS INC. Total:	**292.76**
Vendor: 09824 - CORE & MAIN LP		
Fund: 641 - WATER		
METERS	METERS	503.24
	Fund 641 - WATER Total:	**503.24**
	Vendor 09824 - CORE & MAIN LP Total:	**503.24**
Vendor: 09767 - CROELL INC		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	390.55
	Fund 641 - WATER Total:	**390.55**
	Vendor 09767 - CROELL INC Total:	**390.55**
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE		
Fund: 111 - GENERAL		
Monthly Long Distance	PHONE & INTERNET	4.62
Monthly Long Distance	PHONE & INTERNET	1.09
Monthly Long Distance	PHONE & INTERNET	1.95
Monthly Long Distance	PHONE & INTERNET	0.74
Monthly Long Distance	PHONE & INTERNET	5.66
Monthly Long Distance	PHONE & INTERNET	8.45
Monthly Long Distance	PHONE & INTERNET	26.44
Monthly Long Distance	PHONE & INTERNET	8.45
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	2.35
	Fund 111 - GENERAL Total:	**62.10**
Fund: 212 - STREETS		
Monthly Long Distance	PHONE & INTERNET	7.87
	Fund 212 - STREETS Total:	**7.87**
Fund: 213 - CEMETERY		
Monthly Long Distance	PHONE & INTERNET	1.24
	Fund 213 - CEMETERY Total:	**1.24**
Fund: 224 - ECONOMIC DEVELOPMENT		
Monthly Long Distance	PHONE & INTERNET	2.56
	Fund 224 - ECONOMIC DEVELOPMENT Total:	**2.56**
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Long Distance	PHONE & INTERNET	2.04
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**2.04**

Description (Payable)	Account Name		Amount
Fund: 631 - WASTEWATER			
Monthly Long Distance	PHONE & INTERNET		1.94
		Fund 631 - WASTEWATER Total:	**1.94**
Fund: 641 - WATER			
Monthly Long Distance	PHONE & INTERNET		5.37
		Fund 641 - WATER Total:	**5.37**
Fund: 661 - STORMWATER			
Monthly Long Distance	PHONE & INTERNET		3.35
		Fund 661 - STORMWATER Total:	**3.35**
Fund: 721 - GIS SERVICES			
Monthly Long Distance	PHONE & INTERNET		0.47
		Fund 721 - GIS SERVICES Total:	**0.47**
		Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:	**86.94**
Vendor: 10427 - DICK LEE & BONNIE			
Fund: 111 - GENERAL			
CONTRACTUAL-PD	CONTRACTUAL SERVICES		806.45
		Fund 111 - GENERAL Total:	**806.45**
		Vendor 10427 - DICK LEE & BONNIE Total:	**806.45**
Vendor: 09692 - DOOLEY OIL INC			
Fund: 621 - ENVIRONMENTAL SERVICES			
EQUIP MAINT	EQUIPMENT MAINTENANCE		143.03
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**143.03**
Fund: 631 - WASTEWATER			
EQUIP MAINT	EQUIPMENT MAINTENANCE		143.03
		Fund 631 - WASTEWATER Total:	**143.03**
		Vendor 09692 - DOOLEY OIL INC Total:	**286.06**
Vendor: 10279 - EAKES INC			
Fund: 111 - GENERAL			
DEPT SUPP ADM	DEPARTMENT SUPPLIES		9.25
DEPT SUPP ADM	DEPARTMENT SUPPLIES		27.18
DEPT SUPP ADM	DEPARTMENT SUPPLIES		6.49
DEPT SUPP ADM	DEPARTMENT SUPPLIES		197.99
		Fund 111 - GENERAL Total:	**240.91**
		Vendor 10279 - EAKES INC Total:	**240.91**
Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250			
Fund: 641 - WATER			
SAMPLES	SAMPLES		216.00
		Fund 641 - WATER Total:	**216.00**
		Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:	**216.00**
Vendor: 07574 - FAT BOYS TIRE AND AUTO			
Fund: 621 - ENVIRONMENTAL SERVICES			
Vehicle Maintenace-SAN	VEHICLE MAINTENANCE		643.44
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**643.44**
		Vendor 07574 - FAT BOYS TIRE AND AUTO Total:	**643.44**
Vendor: 00548 - FEDERAL EXPRESS CORPORATION			
Fund: 641 - WATER			
POSTAGE	POSTAGE		198.32
POSTAGE	POSTAGE		35.27
		Fund 641 - WATER Total:	**233.59**
		Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	**233.59**
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF			
Fund: 212 - STREETS			
ROCKER SWITCH FOR D. TRUCK	VEHICLE MAINTENANCE		46.02
PARTS FOR D. TRUCK - 5/8 UNI...	VEHICLE MAINTENANCE		84.66

Description (Payable)	Account Name		Amount
SUPP - ELBOWS	DEPARTMENT SUPPLIES		8.00
ATF FOR D. TRUCK	OIL & ANTIFREEZE		37.48
WATER PUMP & RADIATOR FOR...	VEHICLE MAINTENANCE		1,589.65
HOSES FOR D. TRUCK	VEHICLE MAINTENANCE		58.83
BATTERIES FOR SNOW BLOWER	EQUIPMENT MAINTENANCE		239.58
		Fund 212 - STREETS Total:	**2,064.22**
Fund: 621 - ENVIRONMENTAL SERVICES			
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE		6.17
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE		6.17
Department Supplies-SAN	DEPARTMENT SUPPLIES		148.34
Department Supplies-SAN	DEPARTMENT SUPPLIES		83.17
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE		13.31
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE		38.08
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**295.24**
		Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:	**2,359.46**
Vendor: 09563 - FORCE AMERICA DISTRIBUTING LLC			
Fund: 212 - STREETS			
CUSHION VALVE FOR D. TRUCK	VEHICLE MAINTENANCE		300.28
		Fund 212 - STREETS Total:	**300.28**
		Vendor 09563 - FORCE AMERICA DISTRIBUTING LLC Total:	**300.28**
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC			
Fund: 111 - GENERAL			
TOW SERVICE-PD	CONTRACTUAL SERVICES		170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES		170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES		220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES		170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES		220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES		170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES		75.00
TOW SERVICE-PD	CONTRACTUAL SERVICES		205.00
CAR 4-MVA	VEHICLE MAINTENANCE		27,767.59
		Fund 111 - GENERAL Total:	**29,167.59**
		Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:	**29,167.59**
Vendor: 00887 - FYR-TEK INC			
Fund: 111 - GENERAL			
REPAIR TWO SCBA PACKS - BAD...	EQUIPMENT MAINTENANCE		571.32
		Fund 111 - GENERAL Total:	**571.32**
		Vendor 00887 - FYR-TEK INC Total:	**571.32**
Vendor: 00602 - GENERAL TRAFFIC CONTROLS, INC			
Fund: 212 - STREETS			
SWITCH PACK FLASHER UNIT F...	ELECTRICAL MAINTENANCE		418.00
GRIDSMART CAMERA & PROCE...	EQUIPMENT		21,855.00
		Fund 212 - STREETS Total:	**22,273.00**
		Vendor 00602 - GENERAL TRAFFIC CONTROLS, INC Total:	**22,273.00**
Vendor: 10330 - GERING MULITPURPOSE SENIOR CENTER			
Fund: 111 - GENERAL			
CONTRACTUAL	CONTRACTUAL SERVICES		1,000.00
		Fund 111 - GENERAL Total:	**1,000.00**
		Vendor 10330 - GERING MULITPURPOSE SENIOR CENTER Total:	**1,000.00**
Vendor: 09610 - GRAY TELEVISON GROUP INC			
Fund: 661 - STORMWATER			
Tri-City Stormwater TV PSAs	CONTRACTUAL SERVICES		1,445.00
Tri-City Stormwater OTT PSAs	CONTRACTUAL SERVICES		500.00

Description (Payable)	Account Name	Amount
Tri-City Stormwater Internet PS...	CONTRACTUAL SERVICES	200.00
	Fund 661 - STORMWATER Total:	**2,145.00**
	Vendor 09610 - GRAY TELEVISON GROUP INC Total:	**2,145.00**
Vendor: 10431 - GWIN SEAN		
Fund: 111 - GENERAL		
PER DIEM AND CLASS REGISTRA...	SCHOOL & CONFERENCE	326.00
	Fund 111 - GENERAL Total:	**326.00**
	Vendor 10431 - GWIN SEAN Total:	**326.00**
Vendor: 00200 - HANDLEY INDUSTRIES, INC		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	4,755.43
	Fund 641 - WATER Total:	**4,755.43**
	Vendor 00200 - HANDLEY INDUSTRIES, INC Total:	**4,755.43**
Vendor: 10430 - HARD HEAD VETERANS LLC		
Fund: 218 - PUBLIC SAFETY		
CIP-BODY ARMOR	DEPARTMENT SUPPLIES	1,594.50
	Fund 218 - PUBLIC SAFETY Total:	**1,594.50**
	Vendor 10430 - HARD HEAD VETERANS LLC Total:	**1,594.50**
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	4,329.88
	Fund 641 - WATER Total:	**4,329.88**
	Vendor 04371 - HAWKINS, INC. Total:	**4,329.88**
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	345.75
	Fund 631 - WASTEWATER Total:	**345.75**
	Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:	**345.75**
Vendor: 00180 - HERSTEAD MONUMENT COMP. INC		
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	110.00
	Fund 213 - CEMETERY Total:	**110.00**
	Vendor 00180 - HERSTEAD MONUMENT COMP. INC Total:	**110.00**
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 212 - STREETS		
KEYS CUT	DEPARTMENT SUPPLIES	9.00
	Fund 212 - STREETS Total:	**9.00**
	Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:	**9.00**
Vendor: 06423 - HYDROTEX PARTNERS, LTD		
Fund: 212 - STREETS		
ESSENTIAL LUBE	OIL & ANTIFREEZE	426.72
	Fund 212 - STREETS Total:	**426.72**
	Vendor 06423 - HYDROTEX PARTNERS, LTD Total:	**426.72**
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	60.70
Jan. Sup.	JANITORIAL SUPPLIES	99.11
DEPT SUPP ADM	DEPARTMENT SUPPLIES	60.70
	Fund 111 - GENERAL Total:	**220.51**
Fund: 212 - STREETS		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	56.82
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	56.82
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	56.82
	Fund 212 - STREETS Total:	**170.46**

Description (Payable)	Account Name	Amount
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	29.93
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**29.93**
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	30.26
CONTRACTUAL SVC	CONTRACTUAL SERVICES	29.94
	Fund 631 - WASTEWATER Total:	**60.20**
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	30.26
	Fund 641 - WATER Total:	**30.26**
	Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	**511.36**
Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC		
Fund: 212 - STREETS		
PLUG, TEE, ELBOW FOR DRAIN ...	BUILDING MAINTENANCE	61.19
	Fund 212 - STREETS Total:	**61.19**
	Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total:	**61.19**
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	446.63
Coll.	COLLECTIONS	44.06
Coll.	COLLECTIONS	34.73
Coll.	COLLECTIONS	51.09
Coll.	COLLECTIONS	86.92
	Fund 111 - GENERAL Total:	**663.43**
	Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:	**663.43**
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,375.65
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,375.65
WITHHOLDINGS	FICA W/H EE PAYABLE	16,090.32
WITHHOLDINGS	FICA W/H EE PAYABLE	16,090.32
WITHHOLDINGS	FED W/H EE PAYABLE	28,080.70
	Fund 713 - CASH & INVESTMENT POOL Total:	**69,012.64**
	Vendor 08154 - INTERNAL REVENUE SERVICE Total:	**69,012.64**
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
CONTR.SERV.LIBR. - OCT 2022	CONTRACTUAL SERVICES	652.50
DATTO ALTO- LIBR. NOV. 2022	CONTRACTUAL SERVICES	218.00
CONTR.SERV. LIBR.-NOV. 2022	CONTRACTUAL SERVICES	157.50
DATTO ALTO - LIBR. DEC 2022	CONTRACTUAL SERVICES	218.00
CONTR.SERV. LIBR - DEC 2022	CONTRACTUAL SERVICES	315.00
DATTO ALTO - ADM/WA JAN. 2...	CONTRACTUAL SERVICES	2,498.00
DATTO ALTO - LIBR. JAN. 2023	CONTRACTUAL SERVICES	238.00
SUPPLIES - CITY CLERK LAPTOP	DEPARTMENT SUPPLIES	35.98
CONTR SERV. - POLICE - JAN. 20...	CONTRACTUAL SERVICES	708.75
CONTR.SERV. LIBR. - JAN 2023	CONTRACTUAL SERVICES	1,890.00
	Fund 111 - GENERAL Total:	**6,931.73**
Fund: 641 - WATER		
DATTO ALTO - ADM/WA JAN. 2...	CONTRACTUAL SERVICES	119.00
	Fund 641 - WATER Total:	**119.00**
	Vendor 08525 - INTRALINKS, INC Total:	**7,050.73**
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	51.95
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**51.95**

Description (Payable)	Account Name	Amount
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	51.95
	Fund 631 - WASTEWATER Total:	**51.95**
	Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:	**103.90**
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 631 - WASTEWATER		
UNIFORMS & CLOTHING	DEPARTMENT SUPPLIES	179.99
	Fund 631 - WASTEWATER Total:	**179.99**
	Vendor 06131 - JOHN DEERE FINANCIAL Total:	**179.99**
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	24.98
DEPT SUP	DEPARTMENT SUPPLIES	1.37
	Fund 641 - WATER Total:	**26.35**
	Vendor 08067 - JOHN DEERE FINANCIAL Total:	**26.35**
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	2,016.40
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,779.68
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	629.52
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	306.00
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,536.22
	Fund 111 - GENERAL Total:	**6,267.82**
Fund: 213 - CEMETERY		
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	-36.57
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	32.47
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	65.18
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	111.37
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	-22.86
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	18.30
	Fund 213 - CEMETERY Total:	**167.89**
	Vendor 09474 - JOHN DEERE FINANCIAL Total:	**6,435.71**
Vendor: 09872 - KRIZ DAVIS		
Fund: 631 - WASTEWATER		
ELECTRICAL MAINT	ELECTRICAL MAINTENANCE	75.64
	Fund 631 - WASTEWATER Total:	**75.64**
	Vendor 09872 - KRIZ DAVIS Total:	**75.64**
Vendor: 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT		
Fund: 111 - GENERAL		
DEDUCTIBLE - CLAIM # LARL111...	LIABILITY INSURANCE	2,500.00
ENDORS. #12 - PARKS - 3 NEW ...	PROP & EQUIP INSURANCE	595.28
	Fund 111 - GENERAL Total:	**3,095.28**
Fund: 621 - ENVIRONMENTAL SERVICES		
ENDORS.#13 ENV.SERV. - 2023 ...	VEHICLE INSURANCE	1,623.01
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**1,623.01**
	Vendor 04892 - LEAGUE ASSOCIATION OF RISK MANAGEMENT Total:	**4,718.29**
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 111 - GENERAL		
DS - Senior Staff Attendance	CONTRACTUAL SERVICES	1,000.00
18TH ST. PLAZA	STRUCTURES	6,727.50
	Fund 111 - GENERAL Total:	**7,727.50**
	Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:	**7,727.50**
Vendor: 09760 - MACQUEEN EQUIPMENT INC		
Fund: 212 - STREETS		
TAIL LIGHT & ASSY FOR SWEEP...	EQUIPMENT MAINTENANCE	153.05

Description (Payable)	Account Name	Amount
TAIL LIGHT FOR SWEEPER	EQUIPMENT MAINTENANCE	131.66
	Fund 212 - STREETS Total:	**284.71**
	Vendor 09760 - MACQUEEN EQUIPMENT INC Total:	**284.71**
Vendor: 08190 - MADISON NATIONAL LIFE		
Fund: 111 - GENERAL		
INSURANCE	DISABILITY INSURANCE	437.42
	Fund 111 - GENERAL Total:	**437.42**
Fund: 713 - CASH & INVESTMENT POOL		
INSURANCE	LIFE INS EE PAYABLE	771.13
INSURANCE	DIS INC INS EE PAYABLE	1,333.78
INSURANCE	LIFE INS ER PAYABLE	1,035.63
	Fund 713 - CASH & INVESTMENT POOL Total:	**3,140.54**
	Vendor 08190 - MADISON NATIONAL LIFE Total:	**3,577.96**
Vendor: 10410 - MARK CHRISMAN TRUCKING INC		
Fund: 111 - GENERAL		
18TH STREET PLAZA	STRUCTURES	64,680.27
	Fund 111 - GENERAL Total:	**64,680.27**
	Vendor 10410 - MARK CHRISMAN TRUCKING INC Total:	**64,680.27**
Vendor: 05099 - MARKETING CONSULTANTS		
Fund: 212 - STREETS		
SUPP - GLOVES	DEPARTMENT SUPPLIES	20.00
	Fund 212 - STREETS Total:	**20.00**
	Vendor 05099 - MARKETING CONSULTANTS Total:	**20.00**
Vendor: 08317 - MATHESON TRI-GAS INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	240.93
DEPT SUPP PARK	DEPARTMENT SUPPLIES	76.81
	Fund 111 - GENERAL Total:	**317.74**
	Vendor 08317 - MATHESON TRI-GAS INC Total:	**317.74**
Vendor: 07588 - MATTHEW M. HUTT		
Fund: 111 - GENERAL		
PRE EMPL.EVAL - CALEB SCOTT	CONTRACTUAL SERVICES	450.00
	Fund 111 - GENERAL Total:	**450.00**
	Vendor 07588 - MATTHEW M. HUTT Total:	**450.00**
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	895.96
GROUND MAINT PARK	GROUNDS MAINTENANCE	202.89
GROUND MAINT PARK	GROUNDS MAINTENANCE	362.50
GROUND MAINT PARK	DEPARTMENT SUPPLIES	25.45
DEPT SUPP PARK	DEPARTMENT SUPPLIES	30.57
GROUND MAINT PARK	GROUNDS MAINTENANCE	20.53
GROUND MAINT PARK	GROUNDS MAINTENANCE	43.28
GROUND MAINT PARK	GROUNDS MAINTENANCE	52.32
GROUND MAINT PARK	GROUNDS MAINTENANCE	256.77
GROUND MAINT PARK	GROUNDS MAINTENANCE	64.12
GROUND MAINT PARK	GROUNDS MAINTENANCE	1.71
DEPT SUPP PARK	DEPARTMENT SUPPLIES	192.66
	Fund 111 - GENERAL Total:	**2,148.76**
Fund: 212 - STREETS		
SUPP - 1/2" RATCH WRENCHES	DEPARTMENT SUPPLIES	15.28
SUPP - DEGREASER, WIPES, LEV...	DEPARTMENT SUPPLIES	11.54
ELBOWS & CPLGS FOR D. TRUC...	VEHICLE MAINTENANCE	11.86
SPRAY PAINT, ACETONE FOR S...	EQUIPMENT MAINTENANCE	54.27
	Fund 212 - STREETS Total:	**92.95**

Description (Payable)	Account Name		Amount
Fund: 621 - ENVIRONMENTAL SERVICES			
DEPT SUP	DEPARTMENT SUPPLIES		6.28
Department Supplies-SAN	DEPARTMENT SUPPLIES		18.00
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**24.28**
Fund: 631 - WASTEWATER			
DEPT SUP	DEPARTMENT SUPPLIES		6.29
DEPT SUP	DEPARTMENT SUPPLIES		106.55
DEPT SUP/VEH MAINT	DEPARTMENT SUPPLIES		219.57
DEPT SUP/VEH MAINT	VEHICLE MAINTENANCE		28.60
DEPT SUP	DEPARTMENT SUPPLIES		92.54
DEPT SUP	DEPARTMENT SUPPLIES		20.98
		Fund 631 - WASTEWATER Total:	**474.53**
Fund: 641 - WATER			
DEPT SUP water	DEPARTMENT SUPPLIES		17.69
		Fund 641 - WATER Total:	**17.69**
		Vendor 07628 - MENARDS, INC Total:	**2,758.21**
Vendor: 07253 - MICHAEL B KEMBEL			
Fund: 212 - STREETS			
REPAIR OVERHEAD DOOR IN H...	BUILDING MAINTENANCE		891.44
		Fund 212 - STREETS Total:	**891.44**
		Vendor 07253 - MICHAEL B KEMBEL Total:	**891.44**
Vendor: 10380 - MIDTOWN ANIMAL HOSPITAL P.C.			
Fund: 215 - SPECIAL PROJECTS			
K9 DUKE-BOARDING	CONTRACTUAL SERVICES		30.00
		Fund 215 - SPECIAL PROJECTS Total:	**30.00**
		Vendor 10380 - MIDTOWN ANIMAL HOSPITAL P.C. Total:	**30.00**
Vendor: 06145 - MIDWEST MOTOR SUPPLY CO INC			
Fund: 212 - STREETS			
SUPP - ULTRA CUT COMPOUND	DEPARTMENT SUPPLIES		158.28
		Fund 212 - STREETS Total:	**158.28**
		Vendor 06145 - MIDWEST MOTOR SUPPLY CO INC Total:	**158.28**
Vendor: 00748 - MOTOROLA SOLUTIONS, INC			
Fund: 218 - PUBLIC SAFETY			
CIP-PATROL CARS	EQUIPMENT		980.00
		Fund 218 - PUBLIC SAFETY Total:	**980.00**
		Vendor 00748 - MOTOROLA SOLUTIONS, INC Total:	**980.00**
Vendor: 07788 - MUNICIPAL EMERGENCY SERVICES INC			
Fund: 225 - MUTUAL FIRE			
SEEK FIREPROX PERSONAL THE...	DEPARTMENT SUPPLIES		3,069.00
		Fund 225 - MUTUAL FIRE Total:	**3,069.00**
		Vendor 07788 - MUNICIPAL EMERGENCY SERVICES INC Total:	**3,069.00**
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER			
Fund: 713 - CASH & INVESTMENT POOL			
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY		1,170.10
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY		1,170.10
		Fund 713 - CASH & INVESTMENT POOL Total:	**2,340.20**
		Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:	**2,340.20**
Vendor: 00797 - NE DEPT OF REVENUE			
Fund: 111 - GENERAL			
TAX	SALES TAX PAYABLE		671.55
		Fund 111 - GENERAL Total:	**671.55**
Fund: 621 - ENVIRONMENTAL SERVICES			
TAX	SALES TAX PAYABLE		143.29
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**143.29**

Description (Payable)	Account Name		Amount
Fund: 631 - WASTEWATER			
TAX	SALES TAX PAYABLE		13,266.82
		Fund 631 - WASTEWATER Total:	**13,266.82**
Fund: 641 - WATER			
TAX	SALES TAX PAYABLE		2,656.28
		Fund 641 - WATER Total:	**2,656.28**
Fund: 661 - STORMWATER			
TAX	SALES TAX PAYABLE		779.06
		Fund 661 - STORMWATER Total:	**779.06**
Fund: 713 - CASH & INVESTMENT POOL			
WITHHOLDINGS	MEDICARE W/H EE PAYABLE		4,174.96
WITHHOLDINGS	MEDICARE W/H EE PAYABLE		4,174.96
WITHHOLDINGS	FICA W/H EE PAYABLE		15,406.67
WITHHOLDINGS	FICA W/H EE PAYABLE		15,406.67
WITHHOLDINGS	FED W/H EE PAYABLE		26,117.38
		Fund 713 - CASH & INVESTMENT POOL Total:	**65,280.64**
		Vendor 00797 - NE DEPT OF REVENUE Total:	**82,797.64**
Vendor: 10384 - NEBRASKA GIS/LIS ASSOCIATION			
Fund: 721 - GIS SERVICES			
GIS Symposium Registration	SCHOOL & CONFERENCE		250.00
		Fund 721 - GIS SERVICES Total:	**250.00**
		Vendor 10384 - NEBRASKA GIS/LIS ASSOCIATION Total:	**250.00**
Vendor: 00402 - NEBRASKA MACHINERY CO			
Fund: 212 - STREETS			
SWITCH FOR GRADER	EQUIPMENT MAINTENANCE		115.29
SOCKET, PIN FOR GRADER	EQUIPMENT MAINTENANCE		1.55
HOUSING FOR GRADER	EQUIPMENT MAINTENANCE		4.47
CUTTING EDGES FOR GRADER	EQUIPMENT MAINTENANCE		1,355.52
CUTTING EDGES FOR GRADER	EQUIPMENT MAINTENANCE		1,355.52
		Fund 212 - STREETS Total:	**2,832.35**
Fund: 621 - ENVIRONMENTAL SERVICES			
EQUIP MAINT	EQUIPMENT MAINTENANCE		26.51
EQUIP MAINT	EQUIPMENT MAINTENANCE		7.40
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**33.91**
Fund: 631 - WASTEWATER			
EQUIP MAINT	EQUIPMENT MAINTENANCE		4,875.53
EQUIP MAINT	EQUIPMENT MAINTENANCE		26.52
EQUIP MAINT	EQUIPMENT MAINTENANCE		7.40
		Fund 631 - WASTEWATER Total:	**4,909.45**
Fund: 641 - WATER			
EQUIP MAINT	EQUIPMENT MAINTENANCE		1,621.87
		Fund 641 - WATER Total:	**1,621.87**
		Vendor 00402 - NEBRASKA MACHINERY CO Total:	**9,397.58**
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT			
Fund: 631 - WASTEWATER			
ELECTRICITY	ELECTRIC POWER		229.97
ELECTRICITY	ELECTRIC POWER		15,250.05
		Fund 631 - WASTEWATER Total:	**15,480.02**
Fund: 641 - WATER			
ELECTRICITY	ELECTRIC POWER		3,374.64
ELECTRICITY	ELECTRIC POWER		4,424.01
		Fund 641 - WATER Total:	**7,798.65**
		Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	**23,278.67**

Description (Payable)	Account Name		Amount
Vendor: 00722 - NEBRASKA SALT AND GRAIN CO			
Fund: 212 - STREETS			
1 LOAD ICE SLICER	STREET REPAIR SUPPLIES		4,380.64
		Fund 212 - STREETS Total:	**4,380.64**
		Vendor 00722 - NEBRASKA SALT AND GRAIN CO Total:	**4,380.64**
Vendor: 04198 - NEBRASKALAND TIRE, INC			
Fund: 111 - GENERAL			
VEH MAINT-PD	VEHICLE MAINTENANCE		787.96
		Fund 111 - GENERAL Total:	**787.96**
		Vendor 04198 - NEBRASKALAND TIRE, INC Total:	**787.96**
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF			
Fund: 111 - GENERAL			
BLDG MAINT PARK	BUILDING MAINTENANCE		2.53
		Fund 111 - GENERAL Total:	**2.53**
Fund: 641 - WATER			
DEPT SUP	DEPARTMENT SUPPLIES		50.36
		Fund 641 - WATER Total:	**50.36**
		Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:	**52.89**
Vendor: 00864 - OMAHA WORLD- HERALD COMPANY			
Fund: 661 - STORMWATER			
Nebraska H2O Website Hosting ...	CONTRACTUAL SERVICES		-220.00
Nebraska H2O Website Hosting...	CONTRACTUAL SERVICES		200.00
		Fund 661 - STORMWATER Total:	**-20.00**
		Vendor 00864 - OMAHA WORLD- HERALD COMPANY Total:	**-20.00**
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC			
Fund: 631 - WASTEWATER			
CONTRACTUAL SVC	CONTRACTUAL SERVICES		30.00
		Fund 631 - WASTEWATER Total:	**30.00**
Fund: 641 - WATER			
SAMPLES	SAMPLES		100.00
SAMPLES	SAMPLES		100.00
SAMPLES	SAMPLES		100.00
		Fund 641 - WATER Total:	**300.00**
		Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:	**330.00**
Vendor: 00017 - PANHANDLE HUMANE SOCIETY			
Fund: 111 - GENERAL			
CONTRACTUAL	CONTRACTUAL SERVICES		5,656.07
		Fund 111 - GENERAL Total:	**5,656.07**
		Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:	**5,656.07**
Vendor: 01276 - PLATTE VALLEY BANK			
Fund: 713 - CASH & INVESTMENT POOL			
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE		9,802.80
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE		9,692.80
		Fund 713 - CASH & INVESTMENT POOL Total:	**19,495.60**
		Vendor 01276 - PLATTE VALLEY BANK Total:	**19,495.60**
Vendor: 10341 - POMPS TIRE SERVICE INC			
Fund: 212 - STREETS			
TIRE REPAIR ON PICKUP	VEHICLE MAINTENANCE		35.17
		Fund 212 - STREETS Total:	**35.17**
Fund: 621 - ENVIRONMENTAL SERVICES			
VehicleMaintenace-SAN	VEHICLE MAINTENANCE		66.67
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**66.67**
		Vendor 10341 - POMPS TIRE SERVICE INC Total:	**101.84**

Description (Payable)	Account Name		Amount
Vendor: 10366 - POWER SCREENING LLC			
Fund: 621 - ENVIRONMENTAL SERVICES			
EQUIP MAINT	EQUIPMENT MAINTENANCE		90.86
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**90.86**
Fund: 631 - WASTEWATER			
EQUIP MAINT	EQUIPMENT MAINTENANCE		90.87
		Fund 631 - WASTEWATER Total:	**90.87**
		Vendor 10366 - POWER SCREENING LLC Total:	**181.73**
Vendor: 00796 - POWERPLAN			
Fund: 621 - ENVIRONMENTAL SERVICES			
EQUIP MAINT	EQUIPMENT MAINTENANCE		198.40
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**198.40**
Fund: 631 - WASTEWATER			
EQUIP MAINT	EQUIPMENT MAINTENANCE		198.40
		Fund 631 - WASTEWATER Total:	**198.40**
		Vendor 00796 - POWERPLAN Total:	**396.80**
Vendor: 01920 - PRAISE WINDOWS INC			
Fund: 111 - GENERAL			
Bldg. Main.	BUILDING MAINTENANCE		700.00
		Fund 111 - GENERAL Total:	**700.00**
		Vendor 01920 - PRAISE WINDOWS INC Total:	**700.00**
Vendor: 00471 - PRO OVERHEAD DOOR			
Fund: 631 - WASTEWATER			
CONTRACTUAL SVC	CONTRACTUAL SERVICES		175.00
		Fund 631 - WASTEWATER Total:	**175.00**
		Vendor 00471 - PRO OVERHEAD DOOR Total:	**175.00**
Vendor: 09744 - PT HOSE AND BEARING			
Fund: 212 - STREETS			
PARTS FOR SNOW BLOWER	EQUIPMENT MAINTENANCE		143.66
PARTS FOR D. TRUCK	VEHICLE MAINTENANCE		25.15
		Fund 212 - STREETS Total:	**168.81**
		Vendor 09744 - PT HOSE AND BEARING Total:	**168.81**
Vendor: 07838 - QUADIENT LEASING USA INC			
Fund: 111 - GENERAL			
Cont. Srvcs.	CONTRACTUAL SERVICES		390.35
		Fund 111 - GENERAL Total:	**390.35**
		Vendor 07838 - QUADIENT LEASING USA INC Total:	**390.35**
Vendor: 00266 - QUILL CORPORATION			
Fund: 111 - GENERAL			
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		18.13
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		85.77
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		39.69
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		121.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		27.62
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		344.16
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		68.35
		Fund 111 - GENERAL Total:	**705.71**
		Vendor 00266 - QUILL CORPORATION Total:	**705.71**
Vendor: 10187 - REGION 22 EMERGENCY MGMT			
Fund: 111 - GENERAL			
REGION 22 EMERGENCY MANA...	CONTRACTUAL SERVICES		7,201.56
		Fund 111 - GENERAL Total:	**7,201.56**
		Vendor 10187 - REGION 22 EMERGENCY MGMT Total:	**7,201.56**

Description (Payable)	Account Name		Amount
Vendor: 04089 - REGIONAL CARE INC			
Fund: 812 - HEALTH INSURANCE			
CLAIMS	CLAIMS EXPENSE		48,847.30
HEALTH INS. PREMIUM - FEB. 2...	PREMIUM EXPENSE		38,597.07
FLEX FUNDING	FLEXIBLE BENFT EXPENSES		157.70
CLAIMS	CLAIMS EXPENSE		7,294.84
		Fund 812 - HEALTH INSURANCE Total:	**94,896.91**
		Vendor 04089 - REGIONAL CARE INC Total:	**94,896.91**
Vendor: 02989 - RHODE ISLAND NOVELTY, INC			
Fund: 111 - GENERAL			
Prgmg.	PROGRAMMING		946.95
		Fund 111 - GENERAL Total:	**946.95**
		Vendor 02989 - RHODE ISLAND NOVELTY, INC Total:	**946.95**
Vendor: 03067 - RICHARD CELLI			
Fund: 111 - GENERAL			
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE		35.96
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE		116.15
		Fund 111 - GENERAL Total:	**152.11**
		Vendor 03067 - RICHARD CELLI Total:	**152.11**
Vendor: 01806 - RODNEY CLEAYS			
Fund: 212 - STREETS			
RE-IMBURSEMENT FOR CDL LIC...	MISCELLANEOUS		60.00
		Fund 212 - STREETS Total:	**60.00**
		Vendor 01806 - RODNEY CLEAYS Total:	**60.00**
Vendor: 02068 - ROHRER, JOSEPH			
Fund: 111 - GENERAL			
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE		153.00
		Fund 111 - GENERAL Total:	**153.00**
		Vendor 02068 - ROHRER, JOSEPH Total:	**153.00**
Vendor: 10036 - RON'S EQUIPMENT CO INC			
Fund: 213 - CEMETERY			
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE		266.30
		Fund 213 - CEMETERY Total:	**266.30**
		Vendor 10036 - RON'S EQUIPMENT CO INC Total:	**266.30**
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT			
Fund: 641 - WATER			
ELECTRIC POWER	ELECTRIC POWER		1,778.94
		Fund 641 - WATER Total:	**1,778.94**
		Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:	**1,778.94**
Vendor: 04311 - ROSE DREW, INC			
Fund: 111 - GENERAL			
Dep. Sup.	DEPARTMENT SUPPLIES		158.98
		Fund 111 - GENERAL Total:	**158.98**
		Vendor 04311 - ROSE DREW, INC Total:	**158.98**
Vendor: 00026 - S M E C			
Fund: 713 - CASH & INVESTMENT POOL			
EMPLOYEE DEDUCTION	SMEC EE PAYABLE		101.15
EMPLOYEE DEDUCTION	SMEC EE PAYABLE		101.15
		Fund 713 - CASH & INVESTMENT POOL Total:	**202.30**
		Vendor 00026 - S M E C Total:	**202.30**
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454			
Fund: 713 - CASH & INVESTMENT POOL			
FIRE EE DUES	FIRE UNION DUES EE PAY		300.00

Description (Payable)	Account Name	Amount
FIRE EE DUES	FIRE UNION DUES EE PAY	300.00
	Fund 713 - CASH & INVESTMENT POOL Total:	**600.00**
	Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:	**600.00**
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	226.00
	Fund 111 - GENERAL Total:	**226.00**
	Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:	**226.00**
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC		
Fund: 218 - PUBLIC SAFETY		
HIDTA CAR LEASE-PD	DEPARTMENT SUPPLIES	375.00
	Fund 218 - PUBLIC SAFETY Total:	**375.00**
	Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:	**375.00**
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	897.00
POLICE EE DUES	POL UNION DUES EE PAY	897.00
	Fund 713 - CASH & INVESTMENT POOL Total:	**1,794.00**
	Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:	**1,794.00**
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 111 - GENERAL		
T-SHIRT SCREENPRINTING	UNIFORMS & CLOTHING	572.00
	Fund 111 - GENERAL Total:	**572.00**
	Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:	**572.00**
Vendor: 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE		
Fund: 224 - ECONOMIC DEVELOPMENT		
AMBASSADOR DUES - SHARAYA...	MEMBERSHIPS	35.00
ANNUAL BANQUET TICKET - S.T...	SCHOOL & CONFERENCE	25.00
	Fund 224 - ECONOMIC DEVELOPMENT Total:	**60.00**
	Vendor 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE Total:	**60.00**
Vendor: 00684 - SHERIFF'S OFFICE		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	21.96
LEGAL FEES-PD	LEGAL FEES	21.96
LEGAL FEES-PD	LEGAL FEES	9.96
LEGAL FEES-PD	LEGAL FEES	19.32
	Fund 111 - GENERAL Total:	**73.20**
	Vendor 00684 - SHERIFF'S OFFICE Total:	**73.20**
Vendor: 00786 - SHERWIN WILLIAMS		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	115.58
GROUND MAINT PARK	GROUNDS MAINTENANCE	115.58
GROUND MAINT PARK	GROUNDS MAINTENANCE	115.58
DEPT SUPP PARK	DEPARTMENT SUPPLIES	13.58
GROUND MAINT PARK	GROUNDS MAINTENANCE	57.79
	Fund 111 - GENERAL Total:	**418.11**
	Vendor 00786 - SHERWIN WILLIAMS Total:	**418.11**
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 212 - STREETS		
SAND FOR ICE SLICER	STREET REPAIR SUPPLIES	127.08
SAND FOR ICE SLICER	STREET REPAIR SUPPLIES	124.70
	Fund 212 - STREETS Total:	**251.78**
	Vendor 01031 - SIMON CONTRACTORS Total:	**251.78**

Description (Payable)	Account Name	Amount
Vendor: 02918 - SIRSI CORPORATION		
Fund: 111 - GENERAL		
Cont. Srvcs.	CONTRACTUAL SERVICES	1,324.90
	Fund 111 - GENERAL Total:	**1,324.90**
	Vendor 02918 - SIRSI CORPORATION Total:	**1,324.90**
Vendor: 10429 - SITE SELECTION MAGAZINE		
Fund: 224 - ECONOMIC DEVELOPMENT		
CONTRACTUAL ED	CONTRACTUAL SERVICES	2,950.00
	Fund 224 - ECONOMIC DEVELOPMENT Total:	**2,950.00**
	Vendor 10429 - SITE SELECTION MAGAZINE Total:	**2,950.00**
Vendor: 09995 - SOUTHERN UNIFORM AND TACTICAL INC		
Fund: 111 - GENERAL		
UNIFORM JOB SHIRTS	UNIFORMS & CLOTHING	543.39
UNIFORM BELT AND JOB SHIRT	UNIFORMS & CLOTHING	116.44
	Fund 111 - GENERAL Total:	**659.83**
	Vendor 09995 - SOUTHERN UNIFORM AND TACTICAL INC Total:	**659.83**
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	125.00
	Fund 641 - WATER Total:	**125.00**
	Vendor 00054 - STATE HEALTH LAB Total:	**125.00**
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	420.00
	Fund 111 - GENERAL Total:	**420.00**
	Vendor 01235 - STATE OF NE. Total:	**420.00**
Vendor: 09426 - STATE OF WYOMING		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	355.00
	Fund 111 - GENERAL Total:	**355.00**
	Vendor 09426 - STATE OF WYOMING Total:	**355.00**
Vendor: 05693 - SYMBOLARTS, LLC		
Fund: 111 - GENERAL		
UNIFORM NAMEPLATES - WALT...	UNIFORMS & CLOTHING	50.00
UNIFORM BADGES - CAPTAIN A...	UNIFORMS & CLOTHING	250.00
	Fund 111 - GENERAL Total:	**300.00**
	Vendor 05693 - SYMBOLARTS, LLC Total:	**300.00**
Vendor: 01325 - THE PEAVEY CORP		
Fund: 111 - GENERAL		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	26.98
	Fund 111 - GENERAL Total:	**26.98**
	Vendor 01325 - THE PEAVEY CORP Total:	**26.98**
Vendor: 05431 - THE WESTERN SUGAR COOPERATIVE		
Fund: 212 - STREETS		
BED LINERS	DEPARTMENT SUPPLIES	70.32
	Fund 212 - STREETS Total:	**70.32**
	Vendor 05431 - THE WESTERN SUGAR COOPERATIVE Total:	**70.32**
Vendor: 10139 - TITAN MACHINERY, INC.		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	50.50
	Fund 111 - GENERAL Total:	**50.50**
	Vendor 10139 - TITAN MACHINERY, INC. Total:	**50.50**

Description (Payable)	Account Name		Amount
Vendor: 00568 - TWIN CITY AUTO, INC			
Fund: 212 - STREETS			
BLADES FOR SNOW PLOWS	EQUIPMENT MAINTENANCE		1,448.64
		Fund 212 - STREETS Total:	**1,448.64**
		Vendor 00568 - TWIN CITY AUTO, INC Total:	**1,448.64**
Vendor: 10383 - U AND U TRUCKING LLC			
Fund: 621 - ENVIRONMENTAL SERVICES			
Contractual Services-SAN	CONTRACTUAL SERVICES		1,102.00
Contractual Services-SAN	CONTRACTUAL SERVICES		1,102.00
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**2,204.00**
		Vendor 10383 - U AND U TRUCKING LLC Total:	**2,204.00**
Vendor: 09865 - UNION BANK & TRUST			
Fund: 713 - CASH & INVESTMENT POOL			
RETIREMENT	REGULAR RETIRE EE PAY		9,052.87
RETIREMENT	REGULAR RETIRE EE PAY		8,237.20
RETIREMENT	DEFERRED COMP EE PAY		107.70
RETIREMENT	DEFERRED COMP EE PAY		490.00
RETIREMENT	DEFERRED COMP EE PAY		1,423.62
RETIREMENT	RETIRE FIRE EE PAYABLE		5,212.86
RETIREMENT	RETIRE FIRE EE PAYABLE		2,809.46
RETIREMENT	RETIRE POLICE EE PAY		6,259.46
RETIREMENT	RETIRE POLICE EE PAY		7,051.22
RETIREMENT	REGULAR RETIRE EE PAY		8,553.31
RETIREMENT	REGULAR RETIRE EE PAY		9,371.99
RETIREMENT	DEFERRED COMP EE PAY		108.30
RETIREMENT	DEFERRED COMP EE PAY		490.00
RETIREMENT	DEFERRED COMP EE PAY		1,423.62
RETIREMENT	RETIRE FIRE EE PAYABLE		3,099.76
RETIREMENT	RETIRE FIRE EE PAYABLE		5,793.50
RETIREMENT	RETIRE POLICE EE PAY		6,746.50
RETIREMENT	RETIRE POLICE EE PAY		7,614.96
		Fund 713 - CASH & INVESTMENT POOL Total:	**83,846.33**
		Vendor 09865 - UNION BANK & TRUST Total:	**83,846.33**
Vendor: 09840 - UNITED STATES WELDING			
Fund: 621 - ENVIRONMENTAL SERVICES			
Contractual Services-SAN	CONTRACTUAL SERVICES		54.85
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**54.85**
		Vendor 09840 - UNITED STATES WELDING Total:	**54.85**
Vendor: 09549 - UNIVERSITY OF LOUISVILLE			
Fund: 111 - GENERAL			
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE		1,375.00
		Fund 111 - GENERAL Total:	**1,375.00**
		Vendor 09549 - UNIVERSITY OF LOUISVILLE Total:	**1,375.00**
Vendor: 08828 - US BANK			
Fund: 111 - GENERAL			
HELMET SHIELD FRONT	UNIFORMS & CLOTHING		113.18
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE		590.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE		590.00
NATIONAL REGISTRY EMT - HO...	MEMBERSHIPS		25.00
NATIONAL REGISTRY AEMT - G...	MEMBERSHIPS		144.00
SCHOOL & CONF PARK	SCHOOL & CONFERENCE		68.18
SCHOOL & CONF PARK	SCHOOL & CONFERENCE		182.69
MEMBERSHIP-PD	MEMBERSHIPS		190.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE		219.00
Prgmg.	PROGRAMMING		6.99
Prgmg.	PROGRAMMING		57.17
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		28.62

Description (Payable)	Account Name		Amount
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE		43.77
Coll.	COLLECTIONS		10.98
Coll.	COLLECTIONS		14.99
PEDIATRIC ADVANCED LIFE SUP...	SCHOOL & CONFERENCE		161.57
ADVANCED CARE LIFE SUPPORT ..	SCHOOL & CONFERENCE		161.57
MEMBERSHIP-PD	MEMBERSHIPS		130.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE		150.00
GFOA MEMBERSHIP - C.BURBA...	MEMBERSHIPS		150.00
Prgmg.	PROGRAMMING		76.88
Prgmg.	PROGRAMMING		19.95
SCHOOL & CONF CC	SCHOOL & CONFERENCE		223.00
NATIONAL REGISTRY EMT- GABIS	MEMBERSHIPS		25.00
Dep. Sup.	DEPARTMENT SUPPLIES		43.17
FUEL - GWIN TRAVEL TO GILLET...	GASOLINE		40.91
HOTEL FOR NAEMT TEST - GWIN	SCHOOL & CONFERENCE		138.88
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE		42.34
Prgmg.	PROGRAMMING		31.98
SCHOOL & CONF PARK	SCHOOL & CONFERENCE		95.00
SCHOOL & CONF PARK	SCHOOL & CONFERENCE		95.00
SCHOOL & CONF PARK	SCHOOL & CONFERENCE		95.00
SCHOOL & CONF PARK	SCHOOL & CONFERENCE		95.00
SCHOOL & CONF PARK	SCHOOL & CONFERENCE		95.00
		Fund 111 - GENERAL Total:	**4,154.82**
Fund: 212 - STREETS			
MOSQUITO SPRAYING RE-CERT -..	SCHOOL & CONFERENCE		95.00
MOSQUITO SPRAYING RE-CERT....	SCHOOL & CONFERENCE		95.00
MOS. CERT. FOR N. DOLBERG	SCHOOL & CONFERENCE		95.00
ROW PEST CONTROL FOR L. STE...	SCHOOL & CONFERENCE		95.00
ROW PEST CONTROL R. GARZA	SCHOOL & CONFERENCE		95.00
3 NIGHTS LODGING C. ROSSMAN	BUSINESS TRAVEL		240.00
3 NIGHTS LODGING - M. MURP...	BUSINESS TRAVEL		240.00
		Fund 212 - STREETS Total:	**955.00**
Fund: 224 - ECONOMIC DEVELOPMENT			
ADOBE PRO LIC. - ECON.DEV.	DEPARTMENT SUPPLIES		180.62
SCHOOL & CONF ED	SCHOOL & CONFERENCE		35.30
SCHOOL & CONF ED	SCHOOL & CONFERENCE		35.00
		Fund 224 - ECONOMIC DEVELOPMENT Total:	**250.92**
		Vendor 08828 - US BANK Total:	**5,360.74**
Vendor: 00022 - WALMART			
Fund: 111 - GENERAL			
Prgmg.	PROGRAMMING		5.45
COFFEE GRINDER AND IBUPROF...	DEPARTMENT SUPPLIES		48.90
Prgmg.	PROGRAMMING		22.48
DEPT SUPP ADM	DEPARTMENT SUPPLIES		18.98
DRINKING WATER	DEPARTMENT SUPPLIES		32.41
Prgmg.	PROGRAMMING		18.27
VACUUM AND DETERGENT	DEPARTMENT SUPPLIES		240.28
Prgmg.	PROGRAMMING		109.54
		Fund 111 - GENERAL Total:	**496.31**
Fund: 224 - ECONOMIC DEVELOPMENT			
DEPT SUPP ED	DEPARTMENT SUPPLIES		35.45
DEPT SUPP ED	DEPARTMENT SUPPLIES		34.96
		Fund 224 - ECONOMIC DEVELOPMENT Total:	**70.41**
		Vendor 00022 - WALMART Total:	**566.72**

Description (Payable)	Account Name	Amount
Vendor: 00262 - WESTERN NE COMMUNITY COLLEGE		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	30.00
	Fund 111 - GENERAL Total:	**30.00**
	Vendor 00262 - WESTERN NE COMMUNITY COLLEGE Total:	**30.00**
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC		
Fund: 111 - GENERAL		
DOT TESTING - DEC 2022	CONTRACTUAL SERVICES	103.00
	Fund 111 - GENERAL Total:	**103.00**
	Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total:	**103.00**
Vendor: 00085 - WILBURNS TRANSMISSION INC.		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	5,077.25
	Fund 111 - GENERAL Total:	**5,077.25**
	Vendor 00085 - WILBURNS TRANSMISSION INC. Total:	**5,077.25**
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT		
Fund: 713 - CASH & INVESTMENT POOL		
CHILD SUPPPORT	CHILD SUPPORT EE PAY	738.08
CHILD SUPPORT	CHILD SUPPORT EE PAY	738.08
	Fund 713 - CASH & INVESTMENT POOL Total:	**1,476.16**
	Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:	**1,476.16**
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE		
Fund: 713 - CASH & INVESTMENT POOL		
YMCA	YMCA PAY EE	780.00
	Fund 713 - CASH & INVESTMENT POOL Total:	**780.00**
	Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:	**780.00**
Vendor: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	1,014.96
GROUND MAINT PARK	GROUNDS MAINTENANCE	87.36
BLDG MAINT PARK	BUILDING MAINTENANCE	7.78
GROUND MAINT PARK	GROUNDS MAINTENANCE	55.74
DEPT SUPP PARK	DEPARTMENT SUPPLIES	37.36
DEPT SUPP PARK	DEPARTMENT SUPPLIES	6.78
GROUND MAINT PARK	GROUNDS MAINTENANCE	61.98
BLDG MAINT PARK	BUILDING MAINTENANCE	15.49
GROUND MAINT PARK	GROUNDS MAINTENANCE	113.83
GROUND MAINT PARK	GROUNDS MAINTENANCE	41.65
GROUND MAINT PARK	GROUNDS MAINTENANCE	35.86
GROUND MAINT PARK	GROUNDS MAINTENANCE	42.29
	Fund 111 - GENERAL Total:	**1,521.08**
	Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total:	**1,521.08**
	Grand Total:	**895,091.66**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	173,496.08	1,108.97
212 - STREETS	40,471.40	0.00
213 - CEMETERY	625.61	0.00
215 - SPECIAL PROJECTS	30.00	0.00
218 - PUBLIC SAFETY	2,949.50	0.00
224 - ECONOMIC DEVELOPMENT	260,439.20	0.00
225 - MUTUAL FIRE	3,069.00	0.00
621 - ENVIRONMENTAL SERVICES	6,735.62	143.29
631 - WASTEWATER	35,647.88	13,266.82
641 - WATER	25,510.36	2,656.28
661 - STORMWATER	2,943.03	779.06
713 - CASH & INVESTMENT POOL	247,991.16	247,991.16
721 - GIS SERVICES	285.91	0.00
812 - HEALTH INSURANCE	94,896.91	56,299.84
Grand Total:	**895,091.66**	**322,245.42**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	671.55	671.55
111-51281-142	DISABILITY INSURANCE	437.42	437.42
111-52111-111	DEPARTMENT SUPPLIES	1,019.87	0.00
111-52111-113	DEPARTMENT SUPPLIES	22.59	0.00
111-52111-116	DEPARTMENT SUPPLIES	35.98	0.00
111-52111-141	DEPARTMENT SUPPLIES	408.83	0.00
111-52111-142	DEPARTMENT SUPPLIES	821.57	0.00
111-52111-151	DEPARTMENT SUPPLIES	219.65	0.00
111-52111-171	DEPARTMENT SUPPLIES	4,970.93	0.00
111-52121-141	JANITORIAL SUPPLIES	29.97	0.00
111-52121-142	JANITORIAL SUPPLIES	29.98	0.00
111-52121-151	JANITORIAL SUPPLIES	680.02	0.00
111-52163-142	INVESTIGATIVE EXPENSES	26.98	0.00
111-52181-141	UNIFORMS & CLOTHING	1,645.01	0.00
111-52222-151	COLLECTIONS	851.55	0.00
111-52223-151	PROGRAMMING	1,295.66	0.00
111-52311-111	MEMBERSHIPS	150.00	0.00
111-52311-141	MEMBERSHIPS	194.00	0.00
111-52311-142	MEMBERSHIPS	320.00	0.00
111-52511-141	GASOLINE	40.91	0.00
111-53111-112	CONTRACTUAL SERVICES	553.00	0.00
111-53111-116	CONTRACTUAL SERVICES	6,895.75	0.00
111-53111-121	CONTRACTUAL SERVICES	1,000.00	0.00
111-53111-142	CONTRACTUAL SERVICES	8,352.56	0.00
111-53111-143	CONTRACTUAL SERVICES	7,201.56	0.00
111-53111-151	CONTRACTUAL SERVICES	1,776.89	0.00
111-53111-172	CONTRACTUAL SERVICES	1,000.00	0.00
111-53211-142	LEGAL FEES	299.20	0.00
111-53421-141	BUILDING MAINTENANCE	42.50	0.00
111-53421-142	BUILDING MAINTENANCE	42.50	0.00
111-53421-151	BUILDING MAINTENANCE	700.00	0.00
111-53421-171	BUILDING MAINTENANCE	25.80	0.00
111-53441-111	EQUIPMENT MAINTENAN...	82.52	0.00
111-53441-141	EQUIPMENT MAINTENAN...	571.32	0.00
111-53441-142	EQUIPMENT MAINTENAN...	156.09	0.00
111-53441-171	EQUIPMENT MAINTENAN...	6,470.43	0.00
111-53451-142	VEHICLE MAINTENANCE	28,555.55	0.00
111-53451-171	VEHICLE MAINTENANCE	5,077.25	0.00
111-53471-171	GROUNDS MAINTENANCE	3,787.27	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53521-111	HEATING FUEL	381.59	0.00
111-53521-141	HEATING FUEL	378.39	0.00
111-53521-142	HEATING FUEL	498.97	0.00
111-53521-151	HEATING FUEL	497.39	0.00
111-53521-171	HEATING FUEL	661.95	0.00
111-53521-172	HEATING FUEL	206.68	0.00
111-53561-111	PHONE & INTERNET	245.23	0.00
111-53561-112	PHONE & INTERNET	73.29	0.00
111-53561-114	PHONE & INTERNET	37.39	0.00
111-53561-115	PHONE & INTERNET	39.18	0.00
111-53561-116	PHONE & INTERNET	160.00	0.00
111-53561-121	PHONE & INTERNET	150.07	0.00
111-53561-141	PHONE & INTERNET	340.84	0.00
111-53561-142	PHONE & INTERNET	2,674.10	0.00
111-53561-151	PHONE & INTERNET	438.77	0.00
111-53561-171	PHONE & INTERNET	239.36	0.00
111-53561-172	PHONE & INTERNET	32.82	0.00
111-53571-141	CELLULAR PHONE	275.46	0.00
111-53711-115	SCHOOL & CONFERENCE	223.00	0.00
111-53711-141	SCHOOL & CONFERENCE	788.02	0.00
111-53711-142	SCHOOL & CONFERENCE	3,462.00	0.00
111-53711-171	SCHOOL & CONFERENCE	725.87	0.00
111-53821-171	PROP & EQUIP INSURANCE	595.28	0.00
111-53831-142	LIABILITY INSURANCE	2,500.00	0.00
111-54311-171	STRUCTURES	71,407.77	0.00
212-49111-212	MISCELLANEOUS	60.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,379.70	0.00
212-52171-212	STREET REPAIR SUPPLIES	4,632.42	0.00
212-52531-212	OIL & ANTIFREEZE	464.20	0.00
212-53111-212	CONTRACTUAL SERVICES	30.90	0.00
212-53421-212	BUILDING MAINTENANCE	952.63	0.00
212-53431-212	ELECTRICAL MAINTENAN…	418.00	0.00
212-53441-212	EQUIPMENT MAINTENAN…	5,003.21	0.00
212-53451-212	VEHICLE MAINTENANCE	2,151.62	0.00
212-53521-212	HEATING FUEL	2,101.34	0.00
212-53561-212	PHONE & INTERNET	467.38	0.00
212-53711-212	SCHOOL & CONFERENCE	475.00	0.00
212-53721-212	BUSINESS TRAVEL	480.00	0.00
212-54411-212	EQUIPMENT	21,855.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	117.98	0.00
213-53441-213	EQUIPMENT MAINTENAN…	434.19	0.00
213-53561-213	PHONE & INTERNET	73.44	0.00
215-53111-142	CONTRACTUAL SERVICES	30.00	0.00
218-52111-142	DEPARTMENT SUPPLIES	1,969.50	0.00
218-54411-142	EQUIPMENT	980.00	0.00
224-52111-113	DEPARTMENT SUPPLIES	251.03	0.00
224-52311-114	MEMBERSHIPS	35.00	0.00
224-53111-114	CONTRACTUAL SERVICES	2,950.00	0.00
224-53561-113	PHONE & INTERNET	107.87	0.00
224-53711-113	SCHOOL & CONFERENCE	95.30	0.00
224-59111-114	ECONOMIC DEVELOPME…	257,000.00	0.00
225-52111-141	DEPARTMENT SUPPLIES	3,069.00	0.00
621-21311	SALES TAX PAYABLE	143.29	143.29
621-52111-621	DEPARTMENT SUPPLIES	555.22	0.00
621-53111-621	CONTRACTUAL SERVICES	2,363.99	0.00
621-53441-621	EQUIPMENT MAINTENAN…	466.20	0.00
621-53451-621	VEHICLE MAINTENANCE	773.84	0.00
621-53521-621	HEATING FUEL	639.25	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
621-53561-621	PHONE & INTERNET	170.82	0.00
621-53841-621	VEHICLE INSURANCE	1,623.01	0.00
631-21311	SALES TAX PAYABLE	13,266.82	13,266.82
631-52111-631	DEPARTMENT SUPPLIES	978.67	0.00
631-53111-631	CONTRACTUAL SERVICES	317.15	0.00
631-53431-631	ELECTRICAL MAINTENAN…	75.64	0.00
631-53441-631	EQUIPMENT MAINTENAN…	5,341.75	0.00
631-53451-631	VEHICLE MAINTENANCE	28.60	0.00
631-53531-631	ELECTRIC POWER	15,480.02	0.00
631-53561-631	PHONE & INTERNET	159.23	0.00
641-21311	SALES TAX PAYABLE	2,656.28	2,656.28
641-52111-641	DEPARTMENT SUPPLIES	5,491.00	0.00
641-52116-641	METERS	503.24	0.00
641-52117-641	SAMPLES	641.00	0.00
641-52411-641	POSTAGE	233.59	0.00
641-52611-641	CHEMICALS	4,329.88	0.00
641-53111-641	CONTRACTUAL SERVICES	149.26	0.00
641-53441-641	EQUIPMENT MAINTENAN…	1,621.87	0.00
641-53521-641	HEATING FUEL	150.47	0.00
641-53531-641	ELECTRIC POWER	9,577.59	0.00
641-53561-641	PHONE & INTERNET	156.18	0.00
661-21311	SALES TAX PAYABLE	779.06	779.06
661-53111-661	CONTRACTUAL SERVICES	2,125.00	0.00
661-53561-661	PHONE & INTERNET	38.97	0.00
713-21512	MEDICARE W/H EE PAYAB…	17,101.22	17,101.22
713-21513	FICA W/H EE PAYABLE	62,993.98	62,993.98
713-21514	FED W/H EE PAYABLE	54,198.08	54,198.08
713-21517	POL UNION DUES EE PAY	1,794.00	1,794.00
713-21518	FIRE UNION DUES EE PAY	600.00	600.00
713-21523	LIFE INS EE PAYABLE	793.88	793.88
713-21524	SMEC EE PAYABLE	202.30	202.30
713-21528	REGULAR RETIRE EE PAY	35,215.37	35,215.37
713-21529	DEFERRED COMP EE PAY	4,043.24	4,043.24
713-21531	RETIRE FIRE EE PAYABLE	16,915.58	16,915.58
713-21533	RETIRE POLICE EE PAY	27,672.14	27,672.14
713-21534	DIS INC INS EE PAYABLE	1,333.78	1,333.78
713-21539	CHILD SUPPORT EE PAY	3,816.36	3,816.36
713-21540	YMCA PAY EE	780.00	780.00
713-21541	HSA EE PAYABLE	19,495.60	19,495.60
713-21723	LIFE INS ER PAYABLE	1,035.63	1,035.63
721-53561-721	PHONE & INTERNET	35.91	0.00
721-53711-721	SCHOOL & CONFERENCE	250.00	0.00
812-53861-112	PREMIUM EXPENSE	38,597.07	0.00
812-53862-112	CLAIMS EXPENSE	56,142.14	56,142.14
812-53863-112	FLEXIBLE BENFT EXPENSES	157.70	157.70
	Grand Total:	**895,091.66**	**322,245.42**

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	894,647.69	322,245.42
2122153111	30.00	0.00
21852111142	375.00	0.00
6002053561	38.97	0.00
Grand Total:	**895,091.66**	**322,245.42**

UTILITY REFUNDS 2-6-23

Account #	Contact	Service Address	Refund Amount
005-3628-01	DON KRUG	2102 AVE B SCOTTSBLUFF NE 69361	9.35
015-5454-04	LOFING REAL ESTATE INV LLC	544 W 42ND ST SCOTTSBLUFF NE 69361	128.28
020-5881-18	KAYLI BURBACK	1802 AVE F SCOTTSBLUFF NE 69361	44.77
3			$182.40

City of Scottsbluff, Nebraska

Monday, February 6, 2023

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission on the Class D Liquor License for Montez Liquor, LLC d/b/a Montez Liquor, 1311 East Overland, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

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

Item No.

For meeting of: February 6, 2023

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class D Liquor License application from Montez Liquor, LLC d/b/a Montez Liquor, 1311 East Overland, Scottsbluff, NE 69361.

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 Montez Liquor, LLC d/b/a Montez Liquor, 1311 East Overland, Scottsbluff, NE.
Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2022
Exhibit #3 – Written Statement of Police Chief
Exhibit #4 – Written Statement of City Clerk
Exhibit #5 – Written Statement of Development Services

NOTIFICATION LIST: Yes ☑ No ☐ Further Instructions ☐

Olga Montelongo
1323 10th Avenue
Scottsbluff, NE 69361-3302

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

Exhibit #1

APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL

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

RECEIVED
NOV 28 2022
NEBRASKA LIQUOR
CONTROL COMMISSION

Hot List: YES (NO)	New/Replacing # 0913102
Class Type D	125405 Initial MW

Applicant name Montez Liquor, LLC

Trade name Montez Liquor, LLC

Previous trade name

Contact email address Montelongo_Olga@yahoo.com

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

Office use only
PAYMENT TYPE 11/28/22 PayPort
AMOUNT: $400-
Received: 11/28/22

2200012845

FORM 100
REV MAY 2015
PAGE 1

1. X 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. X Enclose application fee of $400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport.
3. X 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. X If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. X 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. X 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. X For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
   a. For residency enclose proof of registered voter in Nebraska
   b. See guideline for further assistance http://www.lcc.nebraska.gov/brochures.html
10. X Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.
11. X 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.

Olga Montelongo
Signature

11/25/2022
Date

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/

RECEIVED
NOV 28 2022
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
X	D	BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
_____	I	BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
_____	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 form 1)
_____ Partnership License (requires insert form 2)
_____ Corporate License (requires insert form 3a & 3c)
X Limited Liability Company (LLC) (requires form 3b & 3c)

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 Jerald L. Ostdiek Phone number: (308) 632-7191

Firm Name Douglas, Kelly, Ostdiek, Snyder, Ossian and Vogl, PC

PREMISES INFORMATION

Trade Name (doing business as) Montez Liquor, LLC

Street Address #1 1311 E Overland

Street Address #2

City Scottsbluff County Scotts Bluff - 21 Zip Code 69361 - 3832

Premises Telephone number

Business e-mail address Montelongo_Olga@yahoo.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 Olga Montelongo

Street Address #1 1323 10th Ave

Street Address #2

City Scottsbluff State NE Zip Code 69361 - 3302

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.

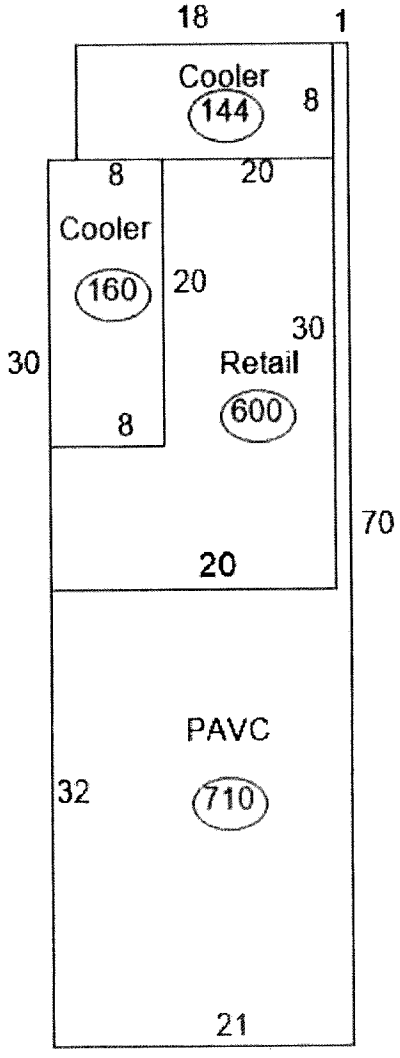
**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 69 x width 22 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


18
1
Cooler
144
8
8
20
Cooler
160
20
30
30
Retail
600
8
70
20
PAVC
32
710
21

APPLICANT INFORMATION

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

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

X YES _____NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Jose D. Montelongo	2016	Scottsbluff, NE	Speeding	Paid fine

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

X YES _____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?

X YES _____NO

If yes, give name and license number Dermer's, LLC, License #091362, Class D

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

X YES _____NO

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

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

X YES _____NO

If yes, list the lender(s) Platte Valley Bank, Scottsbluff, NE

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)

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; Olga Montelongo and Jose Montelongo

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.

None

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)
Olga Montelongo	10/22/22	Monument Prevention Program
		Certificate will be provided when received

For list of NLCC certified training programs see: www.lcc.ne.gov/traininginfo.html

Experience:

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

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

_____ Lease: expiration date _____

_____ Deed

X Purchase Agreement

14. When do you intend to open for business? _____

15. What will be the main nature of business? Liquor Sales

16. What are the anticipated hours of operation? Monday - Thursday 9 am - 9 pm, Friday - Sunday 8 am - 1 am

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
Jose D. Montelongo: Scottsbluff, NE	2002	2022			
Olga L. Montelongo: Scottsbluff, NE	2002	2022			

If necessary attach a separate sheet.

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures http://www.lcc.ne.gov/pdfs/New%20Application%20Guideline.pdf

Jose Montelongo
Signature of Applicant

Olga Montelongo
Signature of Spouse

Olga Montelongo
Print Name

Jose Montelongo
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

Nov. 25th 2022
date

by Olga Montelongo and Jose Montelongo
name of person(s) acknowledged (individual(s) signing)

Notary Public signature

GENERAL NOTARY - State of Nebraska
JERALD L OSTDIEK
My Comm. Exp. December 16, 2024

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 MAY 2015
PAGE 8

Nebraska Secretary of State

MONTEZ LIQUOR, LLC

Fri Dec 2 12:36:02 2022

SOS Account Number
2209171925
Status
Active

Principal Office Address
No address on file
Registered Agent and Office Address
JERALD L. OSTDIEK
105 EAST 16TH STREET
SCOTTSBLUFF, NE 69361
Designated Office Address
1323 10TH AVENUE
SCOTTSBLUFF, NE 69361

Nature of Business
Not Available
Entity Type
Domestic LLC
Qualifying State: NE
Date Filed
Sep 06 2022

Next Report Due Date
Jan 01 2023

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	Sep 06 2022	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now
Proof of Publication	Oct 13 2022	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation
$6.50

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

Purchase Now

Certificate of Good Standing - USPS Mail Delivery

$10.00

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

Continue to Order

Back to Top

RECEIVED

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

Office Use

NOV 28 2022

NEBRASKA LIQUOR CONTROL COMMISSION

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

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

Name of Registered Agent: Jerald L. Ostdiek

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

Montez Liquor, LLC

LLC Address: 1323 10th Avenue

City: Scottsbluff State: NE Zip Code: 69361

LLC Phone Number: (308) 765-9849 LLC Fax Number None

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

Last Name: Montelongo First Name: Olga MI: L

Home Address: 1323 10th Ave. City: Scottsbluff

State: NE Zip Code: 69361 Home Phone Number: (308) 765-9849

Olga M Montelongo
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

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

11-28-22
Date

by Olga Montelongo, Managing Member of Montez Liquor, LLC
name of person signing document in front of notary

Jerald L Ostdiek
Notary Public Signature

Affix Seal

GENERAL NOTARY - State of Nebraska
JERALD L OSTDIEK
My Comm. Exp. December 16, 2024

FORM 102
REV DEC 2015
Page 1 of 4

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

Last Name: Montelongo First Name: Olga MI: L

[redacted]

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

[redacted]

Percentage of member ownership 50% Interest

Last Name: Montelongo First Name: Jose MI: D

[redacted]

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

[redacted]

Percentage of member ownership 50% Interest

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 _____

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

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_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

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

Spouse Social Security Number:_____ Date of Birth:_____

Percentage of member ownership_____

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

☐YES ☒NO

If yes, complete controlling corporation insert form 185

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

Starting Date: January Ending Date: December

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.

NE Sec of State - Robert B. Evnen
Filing Document #: 9000788658 Pages: 1
Corporation Name: MONTEZ LIQUOR, LLC
Filing Date and Time: 09/06/2022 02:27 PM

CERTIFICATE OF ORGANIZATION
OF
MONTEZ LIQUOR, LLC

I.
NAME

The name of this limited liability company is: **MONTEZ LIQUOR, LLC**

II.
INITIAL DESIGNATED OFFICE AND AGENT FOR SERVICE

The address of the limited liability company's initial designated office in the state of Nebraska is: 1323 10th Avenue, Scottsbluff, Nebraska 69361.

The name and address of its initial agent for service of process in the state of Nebraska is: Jerald L. Ostdiek, 105 East 16th Street, Scottsbluff, Nebraska 69361.

III.
PURPOSE

The purpose for which the limited liability company is organized is the transaction of any and all lawful business for which limited liability companies may be formed under the Nebraska Uniform Limited Liability Company Act.

DATED this 31 day of August, 2022.

JOSE MONTELONGO, Organizing Member

OLGA MONTELONGO, Organizing Member

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

RECEIVED

NOV 28 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

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

MANAGER MUST:

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

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

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

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

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

BARCODE

MANAGER APPLICATION
INSERT - FORM 3c

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
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NEBRASKA LIQUOR CONTROL COMMISSION

MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: Montez Liquor, LLC

Premise information

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

Premise Trade Name/DBA: Montez Liquor, LLC

Premise Street Address: 1311 E Overland

City: Scottsbluff County: Scotts Bluff Zip Code: 69361 - 3832

Premise Phone Number: (308) 632-2337

Premise Email address: Montelongo_Olga@yahoo.com

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

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

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Montelongo First Name: Olga MI: L

Home Address: 1323 10th Ave

City: Scottsbluff County: Scotts Bluff Zip Code: 69361 - 3302

Home Phone Number: (308) 765-9849

[redacted]

Email address: Montelongo_Olga@yahoo.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: Montelongo First Name: Jose MI: D

[redacted]

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

APPLICANT **SPOUSE**

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Scottsbluff, NE	2002	2022			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2006	2014	Residency, Scottsbluff, NE	Shelly Martinez	(308) 632-4342
2006	2022	Montelongo Trucking & Son, LLC	Self	(308) 765-9849

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.

[x] YES [ ] NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Jose D. Montelongo	2016	Scottsbluff, NE	Speeding	Paid fine

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

[ ] YES [■] NO

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

_____

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

[■] YES [ ] NO

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

*NLCC Training Certificate Issued: 10/22/2022 Name on Certificate: Olga Montelongo

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Olga Montelongo	10/22/22	Monument Prevention Program
		certificate will be provided when received

*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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

Signature of Manager Applicant **Signature of Spouse**

ACKNOWLEDGEMENT

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

date by Olga Montelongo, Managing Member of Montez Liquor, LLC
NAME OF PERSON BEING ACKNOWLEDGED

Notary Public signature

Affix Seal GENERAL NOTARY - State of Nebraska JERALD L OSTDIEK My Comm. Exp. December 16, 2024

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.

PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID

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

RECEIVED
NOV 28 2022
NEBRASKA LIQUOR
CONTROL COMMISSION
Do not stamp any of the following pages

THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **$45.25 per person MUST** be made **DIRECTLY** to the Nebraska State Patrol;
  It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
  Or a check made payable to **NSP** can be mailed directly to the following address:
  Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
  The Nebraska State Patrol – CID Division
  4600 Innovation Drive
  Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
  Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
  Fingerprint cards should be submitted with the application.

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

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Montez Liquor, LLC

Name of Person Being Fingerprinted: Olga Montelongo

[redacted]

Date fingerprints were taken: 10/22/22
Location where fingerprints were taken: Scottsbluff State PatrolScottsbluff State Patrol
How was payment made to NSP?
☐NSP PAYPORT ■CASH ☐CHECK SENT TO NSP CK # _____
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

Olga Montelongo
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV JUNE 2021

PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID

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

Office Copy
RECEIVED
NOV 28 2022
NEBRASKA LIQUOR
CONTROL COMMISSION
Do not stamp any of the following pages

THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **$45.25 per person MUST** be made **DIRECTLY** to the Nebraska State Patrol;
  It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
  Or a check made payable to **NSP** can be mailed directly to the following address:
  Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License

  The Nebraska State Patrol – CID Division
  4600 Innovation Drive
  Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
  Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
  Fingerprint cards should be submitted with the application.

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

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Montez Liquor, LLC

Name of Person Being Fingerprinted: Jose Montelongo
Date of Birth: [redacted] Last 4 SSN: [redacted]
Date fingerprints were taken: 10/25/22
Location where fingerprints were taken: North Platte State Patrol
How was payment made to NSP?
☐NSP PAYPORT ■CASH ☐CHECK SENT TO NSP CK # _____
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

Jose Montelongo
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV JUNE 2021

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement" is made on ~~September~~ Oct. 11th, 2022 between Dermer's, LLC, a Nebraska Limited Liability Company (the "Seller") and Montez Liquor, LLC (the "Buyer").

1. Description:

On the terms and conditions set forth in this Agreement, the Seller agrees to sell to Buyer the furniture, fixtures, equipment, leasehold improvements and signage, listed on Exhibit "A," which is attached hereto and incorporated herein by reference (the "Equipment"), as well as the inventory of supplies and goods for sale listed on Exhibit "B" which is attached hereto and incorporated herein by reference (the "Inventory"), and the Real Estate which is legally described as follows:

> Lot A, Dermer Subdivision, a subdivision of Lot 3, Block 12, and the East Half of Lot 2, Block 12, Imperial Subdivision to the City of Scottsbluff, Scotts Bluff County, Nebraska (commonly known as 1311 East Overland, Scottsbluff 69361)

(the "Real Estate").

2. Purchase Price:

The Purchase Price shall be $95,000 costs payable at Closing in cash or certified funds. The Purchase Price shall be divided as follows:

a) $39,345.00 for Equipment and Inventory;

b) $55,655.00 for the Real Estate.

3. Closing and Possession:

The "Closing" shall take place on or before Oct. 1st, 2022. Inventory shall be valued at Closing. Regardless of the actual time of the Closing, it is agreed that the Closing will be considered effective as 12:01 a.m. on the date of Closing. At the Closing, the Seller shall execute and deliver to the Buyer a Bill of Sale and Warranty Deed to transfer titles to Buyer free and clear of all liens and encumbrances. Possession shall transfer to the Buyer at Closing.

4. Taxes:

The Seller shall be responsible for and shall pay any personal property taxes and assessments levied against the Assets for all years prior to 2022 along with all special assessments levied on the Assets in full. Taxes for 2022 shall be prorated between Buyer and Seller as of the date of Closing based on the most recent assessment available. Taxes for the remainder of the year of Closing and all subsequent years shall be paid for by the Buyer. The Seller has not received any notice of any special assessments which affect the Assets and to the Seller's knowledge, no such assessments are pending or contemplated.

5. Inspection and Condition of Assets:

a) The Buyer has personally inspected the Assets and Real Estate and is entering into this Agreement based on that inspection and not on any representations or warranties, express or implied, made by the Seller, except as otherwise provided for in this Agreement. At Closing, the Buyer will accept the Assets in an "as-is" condition ***with all faults.***

6. Risk of Loss:

The risk of loss of damage to the Assets or Real Estate shall remain with the Seller until the Closing. If, prior to Closing, any part of the Assets is damaged by fire or other casualty, and it not repaired to its prior condition, then the Buyer may rescind this agreement.

7. Contingencies:

The Closing of this transaction is contingent on following:

a) Buyer obtaining a loan or loans to finance the Purchase Price. Buyer shall Make application for any such loans within seven days of signing this Agreement. Buyer shall be responsible for all costs associated with the loans. Buyer agrees to use Buyer's best efforts to obtain the loans. The Buyer may have the Real Estate appraised either before or during the lending approval process, if any. If the Real Estate fails to appraise for an amount equal to or greater than the Purchase Price, and such failure affects the Buyer's ability to obtain financing, the Seller shall have the unilateral option of (i) rescinding and terminating this Agreement; (ii) accepting the appraised value as determined during the lender approval process, or (iii) before deciding upon options (i) or (ii) above, hiring at her own cost an independent appraiser and submitting the appraised valuation to the Buyer and the Buyer's lender.

b) Buyer obtaining a liquor license from the Nebraska Liquor Control Commission (the "Commission") covering the Real Estate, or a Temporary Operating Permit in order to operate under the Seller's existing license.

c) Seller receiving permission from the Commission to transfer the inventory of alcoholic liquors and beverages to Buyer and Buyer receiving permission from the Commission to make such purchase.

d) Prior to Closing, Seller furnishing to the Buyer a title insurance commitment binder showing that the Seller has merchantable title to the Real Estate. If it is impossible to perfect title or if defects exist which will require court action or an unreasonable expense or time to cure, the Seller shall have the option to terminate this Agreement in writing.

The closing may be extended for a reasonable time if such extension is necessary for the parties to satisfy the above contingencies. If the above contingencies are not met prior to Closing, and cannot be met on or before December 31, 2022, then either party may rescind this Agreement in writing. However, upon the agreement of both parties, the above contingencies may be waived and the parties may proceed to closing without one or more of the above contingencies being met

8. Employees:

Seller agrees that prior to closing, the employment of any and all employees employed by Seller for the Business shall terminate. Buyer is under no obligation to offer employment to any of Seller's employees. Buyer may offer employment to any of Seller's employees as Buyer may determine. Seller agrees not to interfere with Buyer's employment of such personnel and Seller agrees to release such personnel from any confidentiality obligation they may have to Seller to the extent necessary to allow them to use their full knowledge of the Business for Buyer's benefit.

9. Representation and Warranties:

The Buyer represents that this Agreement constitutes a legal, binding, and valid obligation of the Buyer, enforceable according to its terms and the performance of this Agreement by the Buyer will not violate any law, rule, regulation, contract, or agreement applicable to Buyer. The Seller represents that this Agreement constitutes a legal, binding, and valid obligation of the Seller, enforceable according to its terms and the performance of this Agreement by the Seller will not violate any law, rule, regulation, contract, or agreement applicable to Seller.

10. Expenses of Sale:

Parties shall equally divide the cost of preparation of this Agreement, the Warranty Deed, all costs and fees associated with a closing agent, as well as recording fees, documentary stamp tax, and title insurance coverage. Buyer shall pay for all costs related to obtaining Buyer financing.

11. Default:

Time is of the essence. If either party shall default in the performance of this Agreement, the other party shall have all legal remedies available to them.

12. General Provisions:

a) This Agreement shall not be assignable by either party without the consent of the other party, except that the Buyer may assign this agreement to any corporation or limited liability company in which the Buyers constitute the sole shareholders or members.

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

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

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

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

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

Seller:	**Buyer:**
Dermer's, LLC, a Nebraska Limited Liability Company	Montez Liquor, LLC, A Nebraska Limited Liability Company
By: _____ Olivia Valladeres, Sole Member	By: _____

Business Purchase Agreement

Purchase Date 11/28/22

Name of Business Purchased Dermer's LLC

Address of Business:
1311 E Overland, Scottsbluff, NE 69361

Applicant:
Montez Liquor, LLC

Current Licensee
Dermer's, LLC

Signature of Seller (licensee)

12-7-2022
Date

Signature of Purchaser (applicant)

12/7/2022
Date

Montez Liquor, LLC
BUSINESS PLAN

Montez Liquor, LLC, will continue with the same business as the previous owner, Dermer's, LLC

Montez Liquor, LLC, will be a retail liquor store selling packaged liquor, beer and wine, soda beverages, and snacks.

EXHIBIT #2

CHECK LIST

Neb. Rev. Stat. §53-132 (Reissue 2022)

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

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

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

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

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

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

(3)(b) Citizen's protest.

(3)(c) Existing population/growth.

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

(3)(e) Existence of other licenses.

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

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

(3)(h) Zoning restrictions.

(3)(i) Sanitary conditions.

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

_____

*OTHER COUNCIL CONCERNS

Exhibit #3

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

From: Kevin Spencer, City Manager/Chief of Police

Date: 02/03/2023

Re: Application for a Class D Liquor License Number D - 125405, Montez Liquor, LLC, dba: Montez Liquor, 1323 10th Ave. Scottsbluff, Nebraska 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 the Commission may consider in granting a liquor license.

COMMENTARY

53-132: Section 2

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

I conducted a background check on Olga and Jose Montelongo to determine their fitness to hold a liquor license. Olga reported not having any criminal convictions. I did not find any. Jose reported having one speeding ticket in 2016 in Scottsbluff, NE. I did not find any information that would disqualify either Olga or Jose.

After consideration, I have concluded that the applicant is fit to hold a liquor license.

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

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

On Wednesday, February 1, 2022, Olga and Jose appeared before the Liquor License Holders Investigatory Board to discuss their application. Olga explained that they have a policy that requires employees to check all customers' identification to determine their age when making an alcohol purchase. Olga told the board they had purchased a scanner to help determine a customer's age and a flashlight that would help them determine if the ID was valid. Olga added that the store has security cameras that record, located inside and outside. Olga told the board that if an employee sold alcohol to a minor they would have to be retrained.

The applicant appears to be able and willing to conform to language within the Nebraska Liquor Control Act.

(C) The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensed business can conform to

all provisions, requirements, rules, and regulations provided for in the Nebraska Liquor Control Act:

Olga told the board that the alcohol would be stored in a cooler inside of the store. Olga said that her son, Jose Montelongo Jr. and herself will order and inventory the alcohol. Olga said that they currently employ five people all family, and that she requires them all to attend training.

After hearing Olga and Jose's plan, and after answering several questions the board voted unanimously to send a positive recommendation to the Nebraska Liquor Commission.

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 business will be opened seven days a week, opening at 10:00 A. M. and closing at 10:00 P. M., maybe later on the weekends. Montez Liquor is in a location that has been a liquor store for many years, lastly Dermer's Liquor.

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

SPECIFIC ISSUES COMMISSION MAY CONSIDER

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

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 1323 10th Ave, Scottsbluff, NE. It will is a liquor store that will attract customers when opened. Its location is easily accessible and convenient for customers. I would not anticipate any issues with its location.

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

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

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

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

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 33 full-time officers in the department and handled approximately 17,073 calls for service, not including traffic citations during 2021. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a priority to the Police Department, and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell

alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties, and their wide jurisdiction generally precludes any particular focus in the city.

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

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: February 6, 2023

To: Honorable Mayor McKerrigan and Members of the City Council

From: Kimberley Wright, City Clerk

CC: Kevin Spencer, City Manager

Re: Montez Liquor, LLC d/b/a Montez Liquor, 1311 East Overland, Scottsbluff, NE

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

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

Class of License

Class A	Beer only, for consumption on premises
Class B	Beer only, for consumption off premises
Class C	Alcoholic liquors, for consumption on and off premises
Class D	Alcoholic liquors, including beer, for consumption off premises
Class I	Alcoholic liquors, for consumption on the premises
Class IB	Alcoholic liquors, for consumption on the premises and beer only for consumption off premises.
Class L	Craft Brewery (Brew Pub)
Class W	Wholesale beer
Class Z	Microdistillery
Catering	Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses

Class A Licenses

Restaurants

Mast Enterprises, Inc. dba Arthur's Pizza	2203-07 Broadway

Total Class A Licenses **1**

Class B Licenses

Retail

Family Dollar Store #27573	1412 East Overland

Total Class B Licenses **1**

Class C Licenses

Restaurants

El Charrito Restaurant & Lounge, Inc .	802 21st Avenue
Tangled Tumbleweed	1823 Ave. A
Las VII Americas Tortilleria	1619 East Overland
Flyover Brewing Company (Catering)	1824 Broadway
27th Street Bro's, LLC d/b/a Brothers 27th Street Wings and Burgers (Catering)	2621 5th Avenue
Power House on Broadway, LLC d/b/a Power House Social	1721 Broadway

Hotel/Motel

Holiday Inn Express	1821 Frontage Rd.

Taverns/Lounges

Hight's Tavern	20 West 18th Street
Bob's Garage & Bar	1907 Broadway
RSK Frontside, LLC dba Frontside	1001 Avenue I
Racks Sports Bar, LLC (Catering)	1402 East 20th St.- Suite B

Retail

Panhandle Cooperative Assn. (Catering)	401 S. Beltline Hwy West
Kelley's Liquor (Catering)	817 West 27th Street

Clubs

Elks BPO Lodge 1367 (Catering)	1614 1st Avenue

Bowling Alleys

TOTAL CLASS C LICENSES 14

Class D Licenses

Grocery Stores

Safeway of Western Nebraska	601 Broadway
Panhandle Coop Assn.	3302 Ave. B

Convenience Stores

East "O" Watering Hole	503 East Overland
Scottsbluff Watering Hole	121 W 27th Street
Big Bats	902 West Overland
Git N Split	506 West 27th Street
Grass Retail, LLC d/b/a Shortstop	2002 Avenue I
Route 26 Mart	1722 E 20th Street
Maverik Stores Inc.,	920 West 36th St.,
Walgreens	205 West 27th Street
Essential Fuel	822 South Beltline Hwy W
Essential Fuel	2319 East Overland

Liquor Stores

Dermer's	1311 E Overland Dr.
Cigarette Chain	323 East Overland

Discount/Grocery Stores

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

TOTAL CLASS D LICENSES 16

CLASS I LICENSES

Restaurants

Rosita's (Catering)	1205 East Overland
Applebees	2302 Frontage Rd.
Chili's Grill & Bar	826 West 36th St.
Wonderful House Restaurant	829 Ferdinand Plaza
Ole, LLC	1901 East 20th Street
San Pedro Mexican Restaurant	23 West 27th St.
Sam & Louie's Pizzeria (Catering)	1522 Broadway
Taco Town	1007 West 27th St.
Prime Cut	305 West 27th St.
Goonies Sports Bar & Grill	1818 1st Ave.

Hotel/Motel

Hampton Inn & Suites	301 W Hwy 26
2627 Lodging dba Fairfield Inn & Suites	902 Wintercreek Dr.

TOTAL CLASS I LICENSES 12

CLASS IB LICENSES

Nightclub

Marez, LLC d/b/a Oasis	1722 Broadway

TOTAL CLASS IB LICENSES 1

Class L Licenses

Flyover Brewing Company	1824 Broadway

TOTAL CLASS L LICENSES 1

Class W Licenses

Wholesale

High Plains Budweiser	2810 Ave M

TOTAL CLASS W LICENSES 1

Class Z Licenses

Great Plains Distillery (Catering)	213 West Railway St.

TOTAL CLASS Z LICENSES 1

TOTAL LICENSES	
Class A	1
Class B	1
Class C	14
Class D	16
Class I	12
Class IB	1
Class L	1
Class W	1
Class Z	1
TOTAL LICENSES	**48**

CITY OF SCOTTSBLUFF
DEVELOPMENT
SERVICES

Memo

EXHIBIT V

Date: December 15, 2022

To: Honorable Mayor and City Council

From: Staff, Development Services

CC: Kevin Spencer

Re: Class "D" Liquor License Application
Montez Liquor
1311 E. Overland
Scottsbluff, NE 69361

Action:

The owners of Montez Liquor have applied for a new license in the name of Olga Montelongo.

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 1311 E. Overland is situated in a C-3 (Heavy Commercial) zoning district where retail stores and services are allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances. The properties to the north are zoned R-1a (Single Family Medium Density) and the properties to the east, south and west are zoned C-3 (Heavy Commercial).

(2) The off-street parking requirements are 1 space for every 250 square feet of building space is required for retail use. The building has 600 square feet of retail space. The occupancy will need access to at least 3 off street parking spaces as required by ordinance. This requirement is found in 25-5-1 (18) of the City's Municipal Code of Ordinances.

(3) The use of this property is consistent with the C-3 zone.

(4) The Lakota Lutheran Center is situated within approximately 290 feet from the subject property.

(5) The existing population of Scottsbluff is approximately 14,282.

City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
February 1, 2023 – 2:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Wednesday, February 1, 2023 at 2:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on January 27, 2023 in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the committee could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each committee member.

1. Roll Call - The following Board Members were present: Russ Knight, Chairman; Andrea Margheim, Member; Kevin Spencer; Police Chief/City Manager; Kim Wright, City Clerk; and Matt Huck, Scottsbluff Public Schools. Absent: Kelli Larson, Panhandle Prevention Coalition and Libby Stobel City Attorney

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

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

4. Changes or additions to the agenda – None.

5. Approve the July 20, 2022 Regular Meeting Minutes – Motion by Margheim, second by Spencer to approve the July 20, 2022 Regular Meeting Minutes, motion passed unanimously.

6. New Application.

    a. Ms. Olga and Mr. Jose Montelongo were present to answer questions regarding the Class D Liquor License Application for Montez Liquor, LLC d/b/a Montez Liquor, 1311 East Overland, Scottsbluff, NE. Ms. Montelongo explained they decided to purchase the business after they saw it was for sale; they currently have a trucking business and rentals, adding they have been in the community for 45 years.

    Police Chief Spencer asked if they had any experience in the alcohol industry. Ms. Montelongo stated they have no experience; however, her family will help her run the business and they all are taking the alcohol training offered by the State. There are five family members that will help with the business that will be open seven days a week from 10:00 a.m. to 10:00 p.m. Ms. Montelongo also commented in the future they will probably be open on the weekends until 11:00 or 12:00 p.m., noting the business has 9-

10 security cameras located inside, around the cooler, freezer and front desk. There are cameras located outside as well.

Chairman Knight asked who would be ordering the inventory for the business. Ms. Montelongo answered it would either be herself or her two sons, who are over the age of 21. All overstock is kept in a freezer in a different room and brought out to a cooler as needed.

Ms.Montelongo was asked what would happen if an employee sold to a minor. She stated the employee would be retrained and not allowed behind the register for a period of time. She did mention she has a Point of Sale machine on order as the one that was there previously was not working. At this time, they are checking ID's and have a driver's license book available for reference.

Committee Member Margheim moved, seconded by Mr. Spencer to make a positive recommendation to the Nebraska Liquor Control Commission regarding the Class D Liquor License for Montez Liquor, LLC d/b/a Montez Liquor. Motion passed unanimously.

7. Liquor License Compliance Issue

- Git N Split – Ms. Becky Fulton, manager with Git N Split came forward to explain their compliance violation. Ms. Fulton explained the employee did not ID the customer and they are no longer employed with the business. She went on to state the current seven employees have taken the RBST training and she brought along copies of their certificates. Mr. Knight asked if they have corporate training since this seems to be a pattern; they have had violations in the past. Ms. Fulton stated she would check with corporate to see what could be done.

- Maverik – Manager Carolyn was present and stated she stresses carding everyone, especially now since the violation. She added with their violation the employee typed their own birthdate in the POS system to override the machine. The employee has since been let go and is no longer working there. She also commented all new hires are required to take computer-based alcohol and tobacco management courses.

- Panhandle Coop – Manager Eric King and Marketing Director Susan Wiedeman were present to discuss the violation. Mr. King stated the associate carded the customer, but punched her own birthdate in the machine. They have a zero-tolerance policy and the employee was terminated. Since the violation, all liquor and front end employees have been retrained with Lanette Richards from Monument Prevention Coalition.

- Cigarette Chain – A representative declined to come to the meeting.

8. The meeting adjourned at 2:45 p.m. with a motion by Margheim and second by Spencer. Motion passed unanimously.

_____
Kevin Spencer, Acting Chairman

_____
Kim Wright, Secretary

City of Scottsbluff, Nebraska

Monday, February 6, 2023

Regular Meeting

Item Pub. Hear.2

Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming Olga L. Montelongo as the Liquor License Manager of Montez Liquor, LLC d/b/a Montez Liquor.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, February 6, 2023

Regular Meeting

Item Reports1

Council to discuss and consider action on the Agreement with Brian and Lori Lore to be Campground Host and Manager of Riverside Park Campground, 1600 South Beltline Highway West, and authorize the Mayor to sign the Agreement.

Staff Contact: Mark Bohl, Public Works Director

AGREEMENT

This Agreement is made on February 23, 2023, between the City of Scottsbluff, Nebraska (the "City") and Brian Lore and Lori Lore, husband and wife, (the "Manager").

Recitals:

a. The City owns and operates a rental campground service in Riverside Park, 1600 South Beltline Highway West, Scottsbluff (the "Campground").

b. The City is in need of a campground host and manager for the Campground and the Manager is willing to act as a host and manage the Campground as provided for in this Agreement.

Agreement:

1. Manager Responsibilities:

The Manager shall be responsible for the general management of the Campground during the Term (as described below and all of which shall be referred to as ("Manager's responsibilities") and in so doing, will report to the City's Park Supervisor or their designate (the "Supervisor"). In managing the Campground, the Manager shall be responsible for the following:

a. Completion and collection of rental Campground Registration Forms to include name, address and zip code for future marketing purposes.

b. Completing a daily cash receipts and turning over Registration and rental proceeds to the Supervisor weekly.

c. Enforcement of Campground rules and regulations.

d. Care and upkeep of the Campground to include trash clean up, fire ring cleaning, branch and twig removal, watering grass and trees, changing fuses, unclogging minor sewer backups, and chemically treating the drain field as needed.

e. Daily cleaning, disinfecting and stocking of the Campground restroom/shower facilities.

f. Customer service duties including providing directions to and information on, various tourist attractions, restaurants and recreational opportunities in the area.

g. Reporting to the Supervisor any and all maintenance items that are not able to be completed by the Manager.

h. Reporting to the City Police Department any theft or damage of City property or unwanted behavior within the Campground that may cause a potential health or safety hazard to those in and around the Campground.

i. Any other management responsibilities as reasonably assigned by the Supervisor.

2. Term:

This Agreement shall be effective as of May 1, 2023 and shall continue until October 1, 2023 (the "Term"). The City may, however, terminate this Agreement immediately in the event that the Manager:

a. Acts with gross negligence or willful misconduct in connection with the performance of the Manager's responsibilities;

b. Defaults in the performance of the Manager's responsibilities and has not corrected the default within 15 days of receipt of written notice to do so;

c. Acts against the best interests of the City in any material respect or commits a material act of fraud against the City;

d. Is convicted of a felony or an offense involving controlled substances, or is determined to be under the influence of alcohol or illegal controlled substances while performing the Manager's responsibilities;

e. Has been found to have a material substance abuse problem;

f. Is no longer needed to host the Campground for reasons decided solely by the City.

3. Compensation:

As consideration for the services to be provided under this Agreement, Manager shall be paid $ 1,400.00 per month. Except for the last month, this amount shall be payable on or before the 15th day of the month after which services are rendered and shall be prorated for partial months based on a thirty (30) day month. For the last month, payment will be made after October 1st or the end of the Term.

4. Living Quarters:

The Manager shall provide the Manager's own living quarters (camper or comparable alternative) at the Campground. As part of the consideration for this Agreement, the City will provide to the Manager space for the Manager's living quarters at no charge to the Manager. Although the Manager is not required to spend all of the Manager's time at the Campground, the Manager must be at the Campground a sufficient amount of time to perform the Manager's responsibilities in a timely manner. Absences in excess of one day, however, must be approved

in advance by the Supervisor and the Manager shall be responsible for providing coverage during the Manger's absence. During any absence, the Manager must designate an agent to undertake the Manager's responsibilities. The Manager must advise the Supervisor of the name and contact information of the agent as well as the time the agent will be at the Campground.

5. Independent Contractor Status:

The Manager shall be considered as an independent contractor with respect to the City. The Manager compensation will be as set forth in this Agreement and will not include any benefits of any type which are payable to City employees. The City shall have no right to control the hours of work or the manner of performing the Manager's responsibilities under this Agreement. The Manager does, however, agree to provide the Manager's responsibilities in a timely manner.

6. Miscellaneous:

a. In the event that the Manager has any agents or employees which are required to be covered by Workmen's Compensation Insurance, the Manager shall obtain appropriate insurance and provide proof of insurance to the City. In addition Manager agrees to carry public liability insurance in an amount of not less than $500,000.00 per occurrence with the insurance showing the City as an additional insured. The Manager agrees to provide a certificate of insurance to the City.

b. This Agreement is and shall be personal to the Manager and may not be assigned by the Manager.

c. This Agreement is the entire agreement of the parties concerning its subject matter, and may not be changed or amended except in writing.

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

e. This Agreement will be construed and enforced according to the laws of Nebraska.

f. The City's waiver of a breach of any provision of this Agreement shall not be construed to be a waiver of any subsequent breach.

g. This Agreement is binding upon the parties and their respective successors.

h. The provisions of this Agreement are severable. The invalidity of any provision shall not affect the validity of any other provision.

[SIGNAGURE PAGE WILL FOLLOW]

City of Scottsbluff, Nebraska

By: _____
Jeanne McKerrigan, Mayor

Attest:

_____
City Clerk

_____
Brian Lore

_____
Lori Lore

City of Scottsbluff, Nebraska

Monday, February 6, 2023

Regular Meeting

Item Reports2

Council to discuss and consider action on authorizing the Mayor to sign the Certificate of Compliance for Year 2022 regarding Maintenance Agreement No. 22 with the Nebraska Department of Transportation.

Staff Contact: Mark Bohl, Public Works Director

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 22 QE 2241 Supp 000
Maintenance Agreement between the Nebraska Department of Transportation and the Municipality of Scottsbluff
Municipal Extensions in Scottsbluff

We hereby certify that all roadway surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Doug Hoevet, Department of Transportation, Gering, Nebraska.

ATTEST: _____ day of _____ , 2023.

_____ _____
City Clerk *Mayor/Designee*

I hereby certify that all roadway surface maintenance was performed as per the above listed agreement and payment for the same should be made.

_____
District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: $ _____

NDOT Form 508, January 2018

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Scottsbluff

Date: 1/1/22

☒ Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 17.52 lane miles. Pursuant to Sections 1c, 8b, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of $2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

17.52 lane miles x $2,100.00 per lane mile = $36,792.00.

☐ Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of $ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

lane miles x $ per lane mile = $

☐ Other *(Explain)*

NDOT Form 504, August 17

QE 2241

EXHIBIT "C"

City of SCOTTSBLUFF

STATE OF NEBRASKA
DEPARTMENT OF ROADS

RESPONSIBILITY FOR SURFACE MAINTENANCE OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339 and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	WIDTH OF STREET	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY STATE	CITY
EAST CITY LIMITS TO WEST CITY LIMITS	26	21.78	25.18	3.40	48'	4	13.60	13.24	.36
W. JCT 71/26 TO NORTH CITY LIMITS	71	62.91	63.63	.72	40'	2	1.44	1.26	.18
WEST CITY LIMITS TO SOUTH LIMITS	S79H	.56	2.07	1.51	40'	2	3.02	3.02	
TOTAL LANE MILES				5.63			18.06	17.52	.54

QE 2241
<Q