



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

Regular Meeting
June 19, 2023
6:00 PM

1. **Roll Call**
2. **Pledge of Allegiance.**
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. **Notice of changes in the agenda by the city clerk** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. **Citizens with business not scheduled on the agenda** (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. **Closed Session**
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. **Scottsbluff Youth Council**
 - a) (informational only):
8. **Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)**
 - a) Council to approve the minutes of the June 5, 2023 Regular Meeting.
 - b) Council to set a public hearing for July 3, 2023 at 6:00 p.m. to receive information about the purchase of property located at 1301 East 10th St., Scottsbluff, NE.
 - c) Council to approve the appointment of Emily Norman, Dean of Students at WNCC, as a member of the Liquor License Investigatory Board.
 - d) Council to approve the bid specifications for 20th Street Improvements-Cleveland Field to 17th Avenue-Concrete Repairs and authorize the city clerk to advertise for bids to be received by July 12, 2023 at 2:30 p.m.
 - e) Council to consider and take action on claims of the City.
9. **Financial Report**
 - a) Council to receive the May 2023 Financial Report.
10. **Public Hearings:**
 - a) Council to conduct a public hearing set for this date at 6:00 p.m. to receive

information on a Class D Liquor License for AS 22, LLC d/b/a Route 26 Mart, 1722 E. 20th St., Scottsbluff, NE.

- b) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission regarding the Class D Liquor License for AS 22, LLC d/b/a Route 26 Mart and naming Anthony O. Parra as Liquor License Manager.
- c) Council to conduct a public hearing set for this date at 6:00 p.m. to receive information regarding a Class IK Liquor License for Sweet V's, LLC d/b/a Sweet V's, 1818 1st Ave., Scottsbluff, NE.
- d) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission regarding the Class IK Liquor License for Sweet V's, LLC d/b/a Sweet V's and naming Mark A. Villagrana as Liquor License Manager.

11. **Resolution & Ordinances:**

- a) Council to consider action on the second reading of the Ordinance to consider the creation of Paving District No. 314 for portions of 28th Street and Avenue K in the SE Quarter of the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M.
- b) Council to consider action on the second reading of the Ordinance to consider the creation of Sanitary Sewer District No. 167 located North of 27th Street and West of Avenue I in the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M.

12. **Petitions, Communications, Public Input:**

- a) Council to remove from the table approving seven Special Designated Liquor Licenses for Rosita's Restaurant to serve beer, wine, and distilled spirits at Bands on Broadway, June 22nd, 29th, July 6th, 13th, 20th, 27th, & Aug. 3rd from 4-10 p.m. at the 18th Street Plaza.
- b) Council to discuss and consider action on five Special Designated Liquor Licenses for Rosita's Restaurant to serve beer, wine, and distilled spirits at Bands on Broadway, July 6th, 13th, 20th, 27th, & Aug. 3rd from 4-10 p.m. at the 18th Street Plaza.
- c) Council to discuss and consider action on two Special Designated Liquor Licenses for Schluter Eats, Inc., to serve wine at Bands on Broadway, July 13th and 27th from 4-10 p.m. at the 18th Street Plaza.
- d) Council to discuss and consider action on a Community Festival Permit for Friends of the Midwest Theater on July 10th from 5-11 p.m. for a Marquee Lighting Celebration to include vendors, noise permit and street closure of the 1700-1800 blocks of Broadway.
- e) Council to discuss and consider action on a Special Designated Liquor License for Powerhouse on Broadway, LLC to serve beer, wine, and distilled spirits at the Marquee Lighting Celebration for the Midwest Theater on July 10th from 5-11 p.m. on the 1700-1800 Blocks of Broadway.

13. **Bids & Awards:**

- a) Council to discuss and consider action on awarding the bid for the 23 Club

Musco Lighting Installation to Adams Electric Services in the amount of \$301,589.

14. **Reports from Staff, Boards & Commissions:**
 - a) Council to discuss and consider action on the Workforce Housing Investment Fund Local Match Agreement between the City and Twin Cities Development Association, Inc and authorize the Mayor to sign the Agreement.
 - b) Council to discuss and consider action on the Amended and Restated Economic Development Assistance Agreement with Prime Metal Products, Inc. and authorize the Economic Development Program Administrator to sign the Agreement.
15. **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.
16. **Adjournment.**

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Closed1

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

Staff Contact:

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Youth Cou 1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Consent1

Council to approve the minutes of the June 5, 2023 Regular Meeting.

Staff Contact: City Council

The Scottsbluff City Council met in a regular meeting on June 5, 2023 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on June 2, 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 June 2, 2023. Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The meeting was called to order and The Pledge of Allegiance was recited. Mayor McKerrigan welcomed everyone in attendance and encouraged all citizens to participate in the Council meeting asking those wishing to speak to come to the microphone and state their name and who they are representing for the record. Mayor McKerrigan informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Jeanne McKerrigan, Matt Salomon, Angela Scanlan and Betsy Vidlak. Also present were City Manager Kevin Spencer and City Attorney Kent Hadenfeldt. Absent: Jordan Colwell.

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

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

- a) The minutes of the May 15, 2023 Regular Meeting be approved,
- b) A public hearing be set for June 19, 2023 at 6:00 p.m. to receive information about making a recommendation to the Nebraska Liquor Control Commission on a Class D Liquor License for AS 22, LLC d/b/a Route 26 Mart, 1722 E. 20th St., Scottsbluff, NE.
- c) A public hearing be set for June 19, 2023 at 6:00 p.m. to receive information about making a recommendation to the Nebraska Liquor Control Commission on a Class IK Liquor License for Sweet V's, LLC d/b/a Sweet V's, 1818 1st Ave., Scottsbluff, NE.
- d) The following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated June 5, 2023 as on file with the City Clerk and submitted to the City Council "YEAS," Salomon, Vidlak, Scanlan, and McKerrigan. "NAYS," None. Absent: Colwell.

CLAIMS

ACCELERATED RECEIVABLES SOLUTIONS, WAGE ATTACHMENT, 209.68; AE SERVICES, LLC, ELECTRICALPARKS,1079.4;AIRPORTDEVELOPMENT,LLC,TIF4/30/23 AIRPORT REDEV,8166.08; AKAJRV 314, LLC,TIF 4/30/23 AULICK REDEV,23504.87;ALTEC INDUSTRIES INC,CHECK & REPAIR UNIT TOOL CIRCUIT,111.25; AMERICAN LEGAL PUBLISHING CORPORATION,2023 S-2 SUPPLEMENT PAGES & HARD COPY,3407.96;B & H INVESTMENTS, INC,DEP. SUP. - LIBRARY,407.76;BEST PLUMBING HEATING & COOLING,BLDG MAINT PARK,313;BLACK HILLS GAS DISTRIBUTION LLC,MONTHLY ENERGY BILL,1535.05;BLOSSOM SHOP,DEPT SUPPL-PD,140;BLUFFS PHYSICAL THERAPY, LLC,CONSULTING-PD,85;BRIDGECREST

ACCEPTANCE CORPORATION, CONTRACTUAL-PD, 0; CAPITAL BUSINESS SYSTEMS INC., CONT. SRVCS., 406.71; CELLCO PARTNERSHIP, CELL PHONES-PD, 2648.72; CENTRAL STATES WIRE PRODUCTS INC., DEPARTMENT SUPPLIES-SAN, 2820; CHRIS BURBACH, EXPENSE - TYLER CONNECT CONF., 1799.9; CITIBANK N.A., DEPARTMENT SUPPLIES-SAN, 243.71; CITIBANK, N.A., GROUND MAINT PARK, 194.24; CITY OF GERING, DISPOSAL FEES-SAN, 64944.62; CITY OF SCB, LEGAL FEES/DEPT SUPPL-PD, 174.24; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY, INSURANCE, 22.75; CONSOLIDATED MANAGEMENT COMPANY, SCHOOLS & CONF-PD, 289.25; CONTRACTORS MATERIALS INC., SILT SOCKS FOR TRANSPORTATION WASH AREA, 881.65; CORE & MAIN LP, DEPT SUP, 10178.42; CORNERSTONE BANK, TIF 4/30/23 26 GROUP FUEL ST., 29169.61; CRESCENT ELECT. SUPPLY COMP INC, EQUIP MAINT, 303.68; CROELL INC, DEPT SUP, 1286.95; DAS STATE ACCOUNTING-CENTRAL FINANCE, MONTHLY LONG DISTANCE, 64.05; DATA443 RISK MITIGATION INC, CONT. SRVCS., 597.31; EAKES INC, STYLUS GEL PENS, 21.56; ELIZABETH LOUTZENHISER, EXPENSE-TYLER CONNECT CONF., 1894.98; ENGINEERED EQUIPMENT SOLUTIONS INC, DEPT SUP, 21232.45; ENVIRONMENTAL RESOURCE ASSOCIATES, CONTRACTUAL SVC, 1292.79; FARMERS STATE BANK, TIF 4/30/23 ELITE HEALTH REDEV, 89514.46; FEDERAL EXPRESS CORPORATION, POSTAGE, 33.22; FIRST NATIONAL BANK OF OMAHA, TIF 4/30/23 REGANIS REDEV, 20266.44; FIRST STATE BANK - GOTHENBURG, TIF 4/30/23 YOLO PROPERTIES CARWASH, 2233.97; FRANCISCO'S BUMPER TO BUMPER INC, TOW SERVICE-PD, 1780; GALLS PARENT HOLDINGS, LLC, UNIFORMS/EQUIP MAINT-PD, 1676.28; GENERAL TRAFFIC CONTROLS, INC, TRAFFIC SIGNAL CONTROLLER, PED BUTTONS, 6610; GERING MULTIPURPOSE SENIOR CENTER, CONTRACTUAL, 1000; GI HOSPITALITY, SCHOOLS & CONF-PD, 490; GRAY TELEVISION GROUP INC, TRI-CITY STORMWATER NBC NEBRASKA INTERNET PSAs, 1795; HAWKINS, INC., CHEMICALS, 4546.04; HD SUPPLY FACILITIES MAINTENANCE LTD, DEPT SUP, 1935.26; HENNING'S CONSTRUCTION, INC., WESTERN SUGAR IRR. LATERAL, 38940.28; HOA SOLUTIONS, INC, EQUIP MAINT, 1902.9; HONEY WAGON EXPRESS, CONTRACTUAL PARK, 450; HULLINGER GLASS & LOCKS INC., DEPT SUPP PARK, 222; HYDRONIC WATER MANAGEMENT, BLDG. MAIN., 450; IDEAL LAUNDRY AND CLEANERS, INC., CONTRACTUAL SVC, 60.52; INDEPENDENT PLUMBING AND HEATING, INC, BLDG MAINT PARK, 1848.73; INGRAM LIBRARY SERVICES INC, COLL., 815.74; INTERNAL REVENUE SERVICE, WITHHOLDING S, 68374.75; INTRALINKS, INC, DATTO ALTO - MAY 2023 ADM/WATER, 2417; INVENTIVE WIRELESS OF NE, LLC, INTERNET-REC, 25.2; J G ELLIOTT CO. INC., NOTARY BLANKET E & O RENEWAL PREM. (24), 406.25; JOHN DEERE FINANCIAL, UNIFORMS & CLOTHING, 447.18; JOHN DEERE FINANCIAL, ELECTRICAL MAINT CEM, 878.63; JOHN DEERE FINANCIAL, EQUIP MAINT PARK, 925.42; KRIZ DAVIS, DEPT SUP, 63.6; LAW ENFORCEMENT RISK MANAGEMENT GROUP INC, SCHOOLS & CONF-PD, -425; LAWSON PRODUCTS, INC, DEPT SUPP PARK, 23.63; LORE BRIAN & LORI, CONTRACTUAL, 1400; M.C. SCHAFF & ASSOCIATES, INC, 18TH ST. PLAZA IMPROV., 42668.64; MACQUEEN EQUIPMENT INC, EQUIP MAINT, 221.09; MARK CHRISMAN TRUCKING INC, 18TH ST PLAZA IMPROV., 43603.45; MARSH FAMILY PAINTING, 18TH ST. PLAZA IMPROV., 1500; MATHESON TRI-GAS INC, DEPT SUPP PARK, 120.36; MENARDS, INC, DEPT SUPP CEM, 1874.49; MUSCO CORPORATION, LIGHTING MATERIALS - 23 CLUB, 373000; NE CHILD SUPPORT PAYMENT CENTER, NE CHILD SUPPORT PYBLE, 1267.1; NE DEPT OF ENVIRONMENTAL QUALITY, LOAN PAYMENT, 24416.71; NE DEPT OF REVENUE, TAX, 18884.82; NEBRASKA MACHINERY CO, EQUIP MAINT, 3043.66; NEBRASKA PUBLIC POWER DISTRICT, ELECTRICITY, 18132.14; NEDA, MEMBERSHIP SHARAYA, 200; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF, GROUND MAINT PARK, 481.84; OREGON TRAIL PLUMBING, HEATING & COOLING INC, BUILDING MAINTENANCE REC, 377; PANHANDLE ENVIRONMENTAL

SERVICES INC, CONTRACTUAL SVC, 515; PANHANDLE GEOTECHNICAL & ENVIRONMENTAL INC, CONTRACTUAL SVC, 1129; PANHANDLE HUMANE SOCIETY, CONTRACTUAL, 5656.07; PAUL REED CONSTRUCTION & SUPPLY, INC, GROUND MAINT PARK, 2814.76; PEACEFUL PRAIRIE NURSERY, INC, KENO, 99.14; PLATTE VALLEY BANK, TIF 4/30/23 FAIRFIELD INN REDEV, 79494.69; PT HOSE AND BEARING, EQUIP MAINT, 102.09; QUADIENT LEASING USA INC, RENT-MACHINES-PD, 219.56; QUILL CORPORATION, DEPT SUPPL-PD, 623.53; RAILROAD MANAGEMENT CO III, LLC, POWER LINE CROSSING, 344.67; REGIONAL CARE INC, CLAIMS, 167244.14; ROOSEVELT PUBLIC POWER DISTRICT, ELECTRIC POWER, 2279.96; RUSSEL'S AUTOMOTIVE, VEH MAINT-PD, 1014.51; S M E C, EMPLOYEE DEDUCTION, 101.15; SAFETYLINE CONSULTANTS, INC, DEPT SUPPL-PD, 21.25; SCB COUNTY MUTUAL AID ASSOC., ANNUAL DUES, 100; SCB FIREFIGHTERS UNION LOCAL 1454, FIRE EE DUES, 300; SCB IBEW 1597 UNION DUES, SCB IBEW 1597 UNION DUES, 413.85; SCHANK ROOFING, BUILDING MAINT, 216; SCOTTS BLUFF COUNTY, FY22 - 23 COMMUNICATIONS INTER-LOCAL AGREEMENT, 82418; SCOTTS BLUFF COUNTY COURT, LEGAL FEES-PD, 215; SCOTTSBLUFF MOTOR CO, INC, HIDTA-CAR LEASE-PD, 375; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION, POLICE EE DUES, 858; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC, 2022 SERVICE AWARDS, 864.58; SEEWALD CONSTRUCTION COMPANY, POOL REPAIR, 6200; SHARAYA TOOF, NEDA CONF EXPENSE, 39.62; SHERIFF'S OFFICE, LEGAL FEES-PD, 201.18; SHERWIN WILLIAMS, SWITCH FOR PAINT GUN, 38.99; SIMON CONTRACTORS, CONCRETE FOR STREET REPAIR, 19417.3; SMITH KARIN, QUIT CLAIM DEED, 1100; SNELL SERVICES INC., ELECTRICAL MAINT, 3100.53; SOUNDSLEEPER SECURITY INC., CONTRACTUAL SVC, 1200; STANARD & ASSOCIATES INC., POLICE PROMOTIONAL TESTING 3-31-23, 472; STATE HEALTH LAB, SAMPLES, 667; STATE OF NE., CONTRACTUAL-PD, 840; TERRY D SCOTT, VEHI MAINT PARK, 257.39; TEXAS PNEUDRAULIC INC, DEPARTMENT SUPPLIES-SAN, 444.51; THE MEAT SHOPPE INC, EMPLOYEE APPRECIATION BREAKFAST, 1650; THE PEAVEY CORP, INVEST SUPPL-PD, 46; TITANMACHINERY, INC., EQUIPMENT, 6500; TORRINGTON SOD FARMS, GROUND MAINT PARK, 233; UNION BANK & TRUST, RETIREMENT, 41947.12; UNITED STATES WELDING, CONTRACTUAL SERVICE-SAN, 53.5; US BANK, HOTEL AT FDIC - GABIS, 6575.2; WALMART, DEPT SUP, 369.86; WESTERN NE COMMUNITY COLLEGE, SCHOOLS & CONF-PD, 30; WESTERN PATHOLOGY CONSULTANTS, INC, RANDOM DOT TESTING - APRIL 2023, 246; WYOMING CHILD SUPPORT ENFORCEMENT, CHILD SUPPORT, 738.08; ZM LUMBER CO CAPITAL ONE TRADE CREDIT, DEPT SUPP PARK, 412.85; REFUNDS; TRISTAN JAY KING, 17.07; SLEEP MEDICINE LLC WESTERN, 93.52

Mayor McKerrigan opened the public hearing at 6:02 p.m. to consider the creation of Paving District 314 for portions of 28th Street and Avenue K in the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M.

Mr. Brendan Rice, representing Frank Properties, came forward to request the City agree with the creation of the paving district for planned development in the area South of Home Depot. The estimate of cost, which includes road work, is \$850,000 which will come across as a special assessment to property owners in the area based on their proportional linear lot line.

Council Member Colwell entered the meeting at 6:03 p.m.

Mr. Dan Charron, with Contryman Associates P.C., approached Council and stated his concern is, if he has to pay for the paving district, he wants to know if he would have access to the road and asked if he could get a diagram to view of where it lies; stating he is attending the hearing for information.

There were no other comments from the public. Mayor McKerrigan closed the public hearing at 6:05 p.m.

Mayor McKerrigan opened the public hearing at 6:06 p.m. to consider the creation of Sanitary Sewer District 167 located North of 27th Street and West of Avenue I in the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M.

Mr. Brendan Rice came forward again to explain his client, Frank Properties, due to the creation of the development South of Home Depot, is required to put in a sanitary sewer system. The approximated cost is \$39,284 and will be assessed entirely against his client.

There were no other comments from the public. Mayor McKerrigan closed the public hearing at 6:07 p.m.

Before the reading of the Ordinance to consider the creation of Paving District 314, Legal Counsel Hadenfeldt explained this is the statutory procedure for improvement districts. There are three ways to follow this procedure, which is a traditional improvement district method, beginning with the passing of an Ordinance. Mr. Hadenfeldt added our City is a little unique, because due to a Resolution passed years ago, we hold a public hearing and send notice of the potential creation of an improvement district to property owners that may be subject to a levy or assessment once the project is completed.

Secondly, once the Ordinance is passed, we need to publish notice three times over a twenty-day period and after the first date of publication, the clerk can receive objections of the creation of the district which would then be brought back to council.

Thirdly, the project is put out for bid and constructed. After completion, Council will set as the Board of Equalization figuring out values and determining the properties are specially benefitted following the project. From there, another Ordinance is passed assessing those values, which are recorded at the Register of Deeds office.

Council introduced the Ordinance to consider the creation of Paving District 314 for portions of 28th Street and Avenue K in the SE Quarter of the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M. and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA CREATING PAVING DISTRICT NO. 314; DEFINING THE SAME AND THE LIMITS THEREOF; PROVIDING FOR PAVING, GRADING, CURBING AND GUTTERING, OR SUCH OTHER WORK AS IS NECESSARY AND INCIDENTAL THERETO; PROVIDING FOR PLANS, SPECIFICATIONS, ESTIMATES OF COST AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR ASSESSMENT OF THE COST OF SAID IMPROVEMENTS AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITTED THEREBY IN PROPORTION TO SAID BENEFITS; PROVIDING FOR THE ISSUANCE OF DISTRICT IMPROVEMENT WARRANTS AND DISTRICT AND INTERSECTION IMPROVEMENT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; PROVIDING FOR THE REPEALING OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND THE TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.**

Council introduced the Ordinance to consider the creation of Sanitary Sewer District 167 located North of 27th Street and West of Avenue I in the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M. and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA CREATING SANITARY SEWER DISTRICT NO. 167; DEFINING THE SAME AND THE LIMITS THEREOF; PROVIDING THE CONSTRUCTION OF NECESSARY IMPROVEMENTS AND SUCH OTHER WORK AS IS NECESSARY AND INCIDENTAL THERETO; PROVIDING FOR PLANS, SPECIFICATIONS, ESTIMATES OF**

COST AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR ASSESSMENT OF THE COST OF SAID IMPROVEMENTS AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITTED THEREBY IN PROPORTION TO SAID BENEFITS; PROVIDING FOR THE ISSUANCE OF DISTRICT IMPROVEMENT WARRANTS AND DISTRICT AND INTERSECTION IMPROVEMENT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND THE TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

Mr. Chad Leeling, of Brothers 27th St. Wings and Burgers, approached Council regarding a Change of Location to Liquor License. Mr. Leeling is moving his business from 2621 5th Ave. to 1702 17th Ave. He explained the reason for the move is to open another country bar similar to the one he owned previously. He added he will use only half of the building at this time in hopes of converting the bowling alley section into an events center.

Police Chief Kevin Spencer came forward and stated Mr. Leeling has held a liquor license for a number of years with no problems, adding he has done a good job abiding by rules and regulations associated with the license.

Council Member Colwell asked Mr. Leeling how he will assure minors will not be able to get alcohol and who will have access to the inventory. Mr. Leeling stated only himself and his bar manager will have access and the business will only be open on Thursday, Friday, and Saturdays. He will have security at the door who will ID patrons to make sure minors are not served.

Council Member Scanlan moved, seconded by Council Member Salomon to approve the Change of Location to Liquor License for Brother's 27th Street Wings & Burgers from 2621 5th Ave. to 1702 17th Ave., Scottsbluff, NE, "YEAS," Salomon, Scanlan, McKerrigan, and Colwell. "NAYS," Vidlak. Absent: None.

Mr. Dave Schaff, representing Powerhouse Social, was present to answer questions regarding the application for Catering Endorsement (Class K) for Powerhouse on Broadway, LLC d/b/a Powerhouse Social and for the reconsidering of three Special Designated Liquor Licenses for June 23rd, 2-10 p.m. Robidoux Rendezvous Check-in and July 27th and August 3rd, 4-10 p.m. for Bands on Broadway. Mr. Schaff explained they have applied for a catering endorsement to be able to obtain more than the six Special Designated Liquor Licenses allotted by the Liquor Control Commission, due to the number of events they would like to cater downtown. Mr. Schaff reiterated with their protocol regarding minors and alcohol, they will use wristbands and check Id's on all patrons. Mr. Spencer also added there are no issues as he has checked the license and found no violations.

Council Member Colwell moved to send a positive recommendation to the Nebraska Liquor Control Commission on an application for Catering Endorsement (Class K) for Powerhouse on Broadway, LLC d/b/a Powerhouse Social, 1721 Broadway, Scottsbluff, NE and also approve three SDL applications for June 23rd; 2-10 p.m. for the Robidoux Rendezvous Check-in; July 27th and August 3rd, 4-10 p.m. for Bands on Broadway at the 18th Street Plaza. The motion was seconded by Council Member Scanlan. "YEAS," Scanlan, McKerrigan, Salomon, Colwell, and Vidlak. "NAYS," None. Absent: None.

Council Member Colwell moved to table the agenda item of considering action on seven Special Designated Liquor Licenses for Rosita's Restaurant to serve beer, wine, and distilled spirits at Bands on Broadway, June 22nd, 29th, July 6th, 13th, 20th, 27th, and August 3rd from 4-10 p.m. at the 18th Street Plaza to the June 19th meeting because a representative was not present to speak on behalf of the item. The motion

was seconded by Council Member Vidlak. “YEAS,” Vidlak, Colwell, McKerrigan, Salomon, and Scanlan. “NAYS,” None. Absent: None.

Ms. Sharaya Toof, Economic Development Director, Ms Cathy McDaniel, Executive Director of the Oregon Trail Community Foundation and Ms. Tina Worthman, Executive Director of the Midwest Theater approached Council to give an update on the Creative District. They formally announced that the Creative District has been officially designated by the Nebraska Arts Council and they will have a booth at the first Bands on Broadway event on June 15th to answer questions from the public and promote the designation. They have received the initial \$10,000 which will be used for marketing and will also be applying for a few more grants to help continue the project. They hope to create a PowerPoint to help the public understand the full capabilities and benefits of having a district in their community.

Ms. Sharaya Toof came forward to introduce Jennifer Reisig of the WNCC Foundation. Ms. Reisig gave a short presentation on the 2023 Monument Marathon, highlighting that it is already in its twelfth year. She added one of the main goals of the event is to promote a healthy lifestyle as well as showcase the beautiful scenery of Western Nebraska. In addition, many outside dollars are funneled throughout the community, including supporting the students of WNCC.

Ms. Reisig then explained how much they rely on marketing and tourism to get the word out about the marathon, as they need to reach a new group of people every year. Currently, they have runners registered from five different countries and 23 states, commenting they are already trending very well this year to reach people outside of the area. In addition, they would like to increase runner participation by 20-30 percent and can do this by raising funds to help promote the event through marketing.

Council Member Scanlan moved, seconded by Council Member Salomon to approve the funding request of \$7,500 to the 2023 Monument Marathon to help with marketing of the event, “YEAS,” McKerrigan, Scanlan, Colwell, Vidlak, and Salomon. “NAYS,” None. Absent: None.

Ms. Ashley Guzman approached Council on behalf of her husband Christopher Guzman regarding the Non-Exclusive License Agreement for the Use of Municipal Property for Softball League. Ms. Guzman explained this is the second year they have ran the league and this year are requesting to change the amount they pay to \$2,000 due to the decline of teams registered for the league. In addition, there are only two fields being prepped this year instead of the four fields that were prepped last year; in total, the fields are prepped thirty-six times through August.

Council Member Colwell made a motion, seconded by Council Member Vidlak to approve the Non-Exclusive License and Management Agreement for the Use of Municipal Property for Softball League between the City and Christopher R. Guzman and authorized the Mayor to sign the Agreement, “YEAS,” Colwell, Salomon, Vidlak, Scanlan, and McKerrigan. “NAYS,” None. Absent: None.

Under Council Reports, Council Member Salomon stated the Zoo had their splash pad kickoff with great business support and attendance. City Manager Spencer introduced Richard Landreth, the new Library Director for the City.

Council Member Scanlan moved, seconded by Council Member Colwell to adjourn the meeting at 6:47 p.m., “YEAS,” Colwell, Salomon, Vidlak, Scanlan, and McKerrigan. “NAYS,” None. Absent: None.

Mayor

Attest:

City Clerk

“SEAL”

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Consent2

Council to set a public hearing for July 3, 2023 at 6:00 p.m. to receive information about the purchase of property located at 1301 East 10th St., Scottsbluff, NE.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Consent3

Council to approve the appointment of Emily Norman, Dean of Students at WNCC, as a member of the Liquor License Investigatory Board.

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Consent4

Council to approve the bid specifications for 20th Street Improvements-Cleveland Field to 17th Avenue-Concrete Repairs and authorize the city clerk to advertise for bids to be received by July 12, 2023 at 2:30 p.m.

Staff Contact: City Council

Advertisement for Bids
City of Scottsbluff
20th Street Improvements – Cleveland Field to 17th Avenue
Concrete Repairs

Owner: City of Scottsbluff

Address: 2525 Circle Drive, Scottsbluff, NE 69361

Sealed Bids for the construction of the 20th Street Improvements – Cleveland Field to 17th Avenue – Concrete Repairs will be received by the Kimberley Wright, City Clerk at the office of the City of Scottsbluff, Nebraska until 2:30 P.M., Mountain Time on July 12, 2023, and then at said office publicly opened and read aloud.

The project consists of the removal and replacement of deteriorated concrete curb, gutter, sidewalk, pavement, intersections radii and related work. The project also will add curb and gutter and sidewalk along the south side of 20th from Cleveland Field to Avenue I.

The Contract Documents may be examined at the following locations:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

M.C. Schaff & Associates
818 South Beltline Highway East
Scottsbluff, NE 69361

Copies of the Contract Documents may be obtained at the office of M.C. Schaff & Associates located at 818 South Beltline Highway East, Scottsbluff, NE 69361 upon payment of \$25.00 for each set, none of which will be refunded.

/s/ Kimberley Wright
City Clerk

PUBLISH: June 22, 2023
 June 29, 2023
 July 6, 2023

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Consent5

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

Staff Contact: Liz Loutzenhiser, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
Vendor: 00743 - 3M COMPANY		
Fund: 212 - STREETS		
YELLOW PAVEMENT MARKING.. STREET REPAIR SUPPLIES		657.84
		657.84
	Fund 212 - STREETS Total:	657.84
	Vendor 00743 - 3M COMPANY Total:	657.84
Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	209.68
		209.68
	Fund 713 - CASH & INVESTMENT POOL Total:	209.68
	Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:	209.68
Vendor: 00393 - ACTION COMMUNICATIONS INC.		
Fund: 111 - GENERAL		
OUTDOOR WARNING SIREN ...	CONTRACTUAL SERVICES	899.86
		899.86
	Fund 111 - GENERAL Total:	899.86
	Vendor 00393 - ACTION COMMUNICATIONS INC. Total:	899.86
Vendor: 02583 - ADVANCE AUTO PARTS		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	23.44
		23.44
	Fund 111 - GENERAL Total:	23.44
	Vendor 02583 - ADVANCE AUTO PARTS Total:	23.44
Vendor: 05887 - ALLO COMMUNICATIONS,LLC		
Fund: 111 - GENERAL		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	239.01
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	71.67
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.19
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	38.19
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	160.00
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	143.34
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	330.79
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	1,215.54
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	428.18
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	200.34
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	40.42
		2,902.67
	Fund 111 - GENERAL Total:	2,902.67
Fund: 212 - STREETS		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	458.17
		458.17
	Fund 212 - STREETS Total:	458.17
Fund: 213 - CEMETERY		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	71.67
		71.67
	Fund 213 - CEMETERY Total:	71.67
Fund: 224 - ECONOMIC DEVELOPMENT		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	104.50
		104.50
	Fund 224 - ECONOMIC DEVELOPMENT Total:	104.50
Fund: 621 - ENVIRONMENTAL SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	167.97
		167.97
	Fund 621 - ENVIRONMENTAL SERVICES Total:	167.97
Fund: 631 - WASTEWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	156.43
		156.43
	Fund 631 - WASTEWATER Total:	156.43

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
Fund: 641 - WATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	150.00
		Fund 641 - WATER Total:
		150.00
Fund: 661 - STORMWATER		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.41
		Fund 661 - STORMWATER Total:
		35.41
Fund: 721 - GIS SERVICES		
LOCAL TELEPHONE CHARGES	PHONE & INTERNET	35.19
		Fund 721 - GIS SERVICES Total:
		35.19
		Vendor 05887 - ALLO COMMUNICATIONS,LLC Total:
		4,082.01
Vendor: 10169 - AMERICAN LEGAL PUBLISHING CORPORATION		
Fund: 111 - GENERAL		
CHANGES TO ONLINE CODE B...	CONTRACTUAL SERVICES	225.00
		Fund 111 - GENERAL Total:
		225.00
		Vendor 10169 - AMERICAN LEGAL PUBLISHING CORPORATION Total:
		225.00
Vendor: 04575 - AUTOZONE STORES, INC		
Fund: 111 - GENERAL		
HEADLIGHT LAMP AND MOT...	DEPARTMENT SUPPLIES	38.75
		Fund 111 - GENERAL Total:
		38.75
Fund: 213 - CEMETERY		
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	4.15
		Fund 213 - CEMETERY Total:
		4.15
		Vendor 04575 - AUTOZONE STORES, INC Total:
		42.90
Vendor: 00271 - B&C STEEL CORPORATION		
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	9.24
Department Supplies-SAN	DEPARTMENT SUPPLIES	3,848.75
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		3,857.99
		Vendor 00271 - B&C STEEL CORPORATION Total:
		3,857.99
Vendor: 10326 - BLEISCH ELAINE		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	39.58
		Fund 111 - GENERAL Total:
		39.58
		Vendor 10326 - BLEISCH ELAINE Total:
		39.58
Vendor: 10426 - BLOSSOM SHOP		
Fund: 224 - ECONOMIC DEVELOPMENT		
DEPT SUPP ED	DEPARTMENT SUPPLIES	2.25
		Fund 224 - ECONOMIC DEVELOPMENT Total:
		2.25
		Vendor 10426 - BLOSSOM SHOP Total:
		2.25
Vendor: 00405 - BLUFFS FACILITY SOLUTIONS		
Fund: 111 - GENERAL		
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	321.15
Jan. Sup.	JANITORIAL SUPPLIES	241.37
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	103.50
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES	132.59
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES	132.58
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES	24.98
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES	24.98
BLDG MAINT PARK	BUILDING MAINTENANCE	24.33
RECOGNITION BREAKFAST	MISCELLANEOUS	234.00
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	104.52
LARGE AND X-LARGE NITRILE ...	DEPARTMENT SUPPLIES	181.14
BLDG MAINT PARK	BUILDING MAINTENANCE	27.76
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	59.25
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	277.70

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
Jan. Sup.	JANITORIAL SUPPLIES	308.37
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	91.62
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	105.34
DEPT SUPP PARK	DEPARTMENT SUPPLIES	118.50
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	-11.88
Fund 111 - GENERAL Total:		2,501.80
Fund: 212 - STREETS		
SUPP - CENTER PULL TOWELS	DEPARTMENT SUPPLIES	140.50
Fund 212 - STREETS Total:		140.50
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	131.89
Fund 621 - ENVIRONMENTAL SERVICES Total:		131.89
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	138.72
Fund 631 - WASTEWATER Total:		138.72
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	138.72
Fund 641 - WATER Total:		138.72
Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:		3,051.63
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	0.69
Fund 111 - GENERAL Total:		0.69
Fund: 212 - STREETS		
COPIER SERVICE	CONTRACTUAL SERVICES	22.38
Fund 212 - STREETS Total:		22.38
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		23.07
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.		
Fund: 212 - STREETS		
SUPP - DRIMIX CONCRETE	STREET REPAIR SUPPLIES	22.20
Fund 212 - STREETS Total:		22.20
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:		22.20
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
TABLETS, IPAD, CELL PHONES,...	DEPARTMENT SUPPLIES	43.27
TABLETS, IPAD, CELL PHONES,...	PHONE & INTERNET	20.04
Fund 111 - GENERAL Total:		63.31
Fund: 212 - STREETS		
TABLETS, IPAD, CELL PHONES,...	PHONE & INTERNET	693.55
Fund 212 - STREETS Total:		693.55
Fund: 621 - ENVIRONMENTAL SERVICES		
TABLETS, IPAD, CELL PHONES,...	PHONE & INTERNET	80.16
Fund 621 - ENVIRONMENTAL SERVICES Total:		80.16
Fund: 631 - WASTEWATER		
CELL PHONE/CONTRACTUAL S...	CONTRACTUAL SERVICES	99.99
CELL PHONE/CONTRACTUAL S...	CELLULAR PHONE	42.75
TABLETS, IPAD, CELL PHONES,...	PHONE & INTERNET	30.06
Fund 631 - WASTEWATER Total:		172.80
Fund: 641 - WATER		
CELL PHONE/CONTRACTUAL S...	CONTRACTUAL SERVICES	60.05
CELL PHONE/CONTRACTUAL S...	CELLULAR PHONE	42.75
TABLETS, IPAD, CELL PHONES,...	PHONE & INTERNET	30.06
Fund 641 - WATER Total:		132.86

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
Fund: 721 - GIS SERVICES		
TABLETS, IPAD, CELL PHONES,...	PHONE & INTERNET	10.02
		Fund 721 - GIS SERVICES Total:
		10.02
		Vendor 07911 - CELLCO PARTNERSHIP Total:
		1,152.70
Vendor: 00484 - CITY OF GERING		
Fund: 621 - ENVIRONMENTAL SERVICES		
Disposal Fee-SAN	DISPOSAL FEES	23,626.78
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		23,626.78
		Vendor 00484 - CITY OF GERING Total:
		23,626.78
Vendor: 00706 - COMPUTER CONNECTION INC		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	44.00
		Fund 111 - GENERAL Total:
		44.00
		Vendor 00706 - COMPUTER CONNECTION INC Total:
		44.00
Vendor: 02995 - CONSOLIDATED MANAGEMENT COMPANY		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	76.25
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	104.75
		Fund 111 - GENERAL Total:
		181.00
		Vendor 02995 - CONSOLIDATED MANAGEMENT COMPANY Total:
		181.00
Vendor: 00267 - CONTRACTORS MATERIALS INC.		
Fund: 212 - STREETS		
SUPP - EXP JOINT, SAFETY GLA...	DEPARTMENT SUPPLIES	200.90
SAFETY GLASSES	UNIFORMS & CLOTHING	101.82
		Fund 212 - STREETS Total:
		302.72
		Vendor 00267 - CONTRACTORS MATERIALS INC. Total:
		302.72
Vendor: 09824 - CORE & MAIN LP		
Fund: 641 - WATER		
METERS	METERS	8,617.42
DEPT SUP	DEPARTMENT SUPPLIES	2,128.09
		Fund 641 - WATER Total:
		10,745.51
		Vendor 09824 - CORE & MAIN LP Total:
		10,745.51
Vendor: 05709 - CREDIT BUREAU OF COUNCIL BLUFFS		
Fund: 111 - GENERAL		
FEES & EMPL.SCREEN - MAY 2...	CONSULTING SERVICES	88.25
		Fund 111 - GENERAL Total:
		88.25
		Vendor 05709 - CREDIT BUREAU OF COUNCIL BLUFFS Total:
		88.25
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	386.63
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		386.63
		Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:
		386.63
Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250		
Fund: 641 - WATER		
SAMPLES	SAMPLES	213.00
		Fund 641 - WATER Total:
		213.00
		Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:
		213.00
Vendor: 09479 - ENGINEERED EQUIPMENT SOLUTIONS INC		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	2,712.21
		Fund 631 - WASTEWATER Total:
		2,712.21
		Vendor 09479 - ENGINEERED EQUIPMENT SOLUTIONS INC Total:
		2,712.21

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
Vendor: 10372 - ESSENTIAL FUEL LLC STORE #003		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	288.00
		Fund 111 - GENERAL Total:
		288.00
Fund: 641 - WATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	13.00
		Fund 641 - WATER Total:
		13.00
		Vendor 10372 - ESSENTIAL FUEL LLC STORE #003 Total:
		301.00
Vendor: 07574 - FAT BOYS TIRE AND AUTO		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	56.65
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	303.99
		Fund 111 - GENERAL Total:
		360.64
Fund: 213 - CEMETERY		
VEH MAINT CEM	EQUIPMENT MAINTENANCE	10.00
		Fund 213 - CEMETERY Total:
		10.00
		Vendor 07574 - FAT BOYS TIRE AND AUTO Total:
		370.64
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	83.91
		Fund 641 - WATER Total:
		83.91
		Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:
		83.91
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	218.96
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	229.74
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	327.94
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	26.43
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	30.49
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	1,005.99
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		1,839.55
		Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:
		1,839.55
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
		Fund 111 - GENERAL Total:
		390.00
		Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:
		390.00
Vendor: 00751 - GALE/CENGAGE LEARNING		
Fund: 111 - GENERAL		
Sbscrp.	SUBSCRIPTIONS	1,266.45
		Fund 111 - GENERAL Total:
		1,266.45
		Vendor 00751 - GALE/CENGAGE LEARNING Total:
		1,266.45
Vendor: 09610 - GRAY TELEVISION GROUP INC		
Fund: 661 - STORMWATER		
STORMWATER TV ADVERTISI...	CONTRACTUAL SERVICES	1,395.00
STORMWATER TV ADVERTISI...	CONTRACTUAL SERVICES	200.00
STORMWATER TV ADVERTISI...	CONTRACTUAL SERVICES	500.00
		Fund 661 - STORMWATER Total:
		2,095.00
		Vendor 09610 - GRAY TELEVISION GROUP INC Total:
		2,095.00
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	1,389.79

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
CHEMICALS	CHEMICALS	1,352.19
	Fund 641 - WATER Total:	2,741.98
	Vendor 04371 - HAWKINS, INC. Total:	2,741.98
Vendor: 05667 - HOA SOLUTIONS, INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	150.00
	Fund 631 - WASTEWATER Total:	150.00
	Vendor 05667 - HOA SOLUTIONS, INC Total:	150.00
Vendor: 09597 - HOBBY LOBBY STORES INC		
Fund: 212 - STREETS		
SUPP - FILM FOR PED BRIDGE ...	DEPARTMENT SUPPLIES	8.97
	Fund 212 - STREETS Total:	8.97
	Vendor 09597 - HOBBY LOBBY STORES INC Total:	8.97
Vendor: 09305 - HONEY WAGON EXPRESS		
Fund: 111 - GENERAL		
CONTRACTUAL PARKS	CONTRACTUAL SERVICES	225.00
CONTRACTUAL PARKS	CONTRACTUAL SERVICES	225.00
CONTRACTUAL PARKS	CONTRACTUAL SERVICES	225.00
	Fund 111 - GENERAL Total:	675.00
	Vendor 09305 - HONEY WAGON EXPRESS Total:	675.00
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
Jan. Sup.	JANITORIAL SUPPLIES	99.11
	Fund 111 - GENERAL Total:	319.62
Fund: 212 - STREETS		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	56.82
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	56.82
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:	284.10
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	97.57
CONTRACTUAL SVC	CONTRACTUAL SERVICES	29.94
Department Supplies-SAN	DEPARTMENT SUPPLIES	97.57
	Fund 621 - ENVIRONMENTAL SERVICES Total:	225.08
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	29.93
	Fund 631 - WASTEWATER Total:	29.93
	Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:	858.73
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	98.17
Coll.	COLLECTIONS	611.23
Coll.	COLLECTIONS	1,257.21
Coll.	COLLECTIONS	276.38
Coll.	COLLECTIONS	48.49
Coll.	COLLECTIONS	167.41
Coll.	COLLECTIONS	18.82
	Fund 111 - GENERAL Total:	2,477.71
	Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:	2,477.71

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
Vendor: 00733 - INLAND TRUCK PARTS & SERVICE		
Fund: 111 - GENERAL		
ENGINE 1 MOTOR REPLACEM...	VEHICLE MAINTENANCE	47,006.85
		<u>Fund 111 - GENERAL Total: 47,006.85</u>
		Vendor 00733 - INLAND TRUCK PARTS & SERVICE Total: 47,006.85
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,904.04
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,904.04
WITHHOLDINGS	FICA W/H EE PAYABLE	17,723.67
WITHHOLDINGS	FICA W/H EE PAYABLE	17,723.67
WITHHOLDINGS	FED W/H EE PAYABLE	32,263.78
		<u>Fund 713 - CASH & INVESTMENT POOL Total: 77,519.20</u>
		Vendor 08154 - INTERNAL REVENUE SERVICE Total: 77,519.20
Vendor: 00806 - INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS		
Fund: 111 - GENERAL		
MEMBERSHIP DS	MEMBERSHIPS	120.00
		<u>Fund 111 - GENERAL Total: 120.00</u>
		Vendor 00806 - INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS Total: 120.00
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
OPTIPLEX 7000 COMPUTERS (...	DEPARTMENT SUPPLIES	10,031.88
BATTERY BACKUPS - ADM	DEPARTMENT SUPPLIES	172.48
CONTR.SERV. - MAY 2023	CONTRACTUAL SERVICES	1,110.00
CONTR.SERV. - MAY 2023	EQUIPMENT	300.00
CONTR.SERV. MAY 2023 - PD	CONTRACTUAL SERVICES	525.00
DELL LATITUDE 3440 - POOL L...	DEPARTMENT SUPPLIES	1,476.84
		<u>Fund 111 - GENERAL Total: 13,616.20</u>
		Fund 111 - GENERAL Total: 13,616.20
		<u>Fund 212 - STREETS Total: 50.00</u>
		Fund 212 - STREETS Total: 50.00
		<u>Fund 213 - CEMETERY Total: 1,924.34</u>
		Fund 213 - CEMETERY Total: 1,924.34
		<u>Fund 218 - PUBLIC SAFETY Total: 244.44</u>
		Fund 218 - PUBLIC SAFETY Total: 244.44
		<u>Fund 631 - WASTEWATER Total: 2,319.51</u>
		Fund 631 - WASTEWATER Total: 2,319.51
		<u>Fund 641 - WATER Total: 4,645.39</u>
		Fund 641 - WATER Total: 4,645.39
		<u>Fund 721 - GIS SERVICES Total: 167.00</u>
		Fund 721 - GIS SERVICES Total: 167.00
		Vendor 08525 - INTRALINKS, INC Total: 22,966.88
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC		
Fund: 111 - GENERAL		
INTERNET CAMPGROUND	PHONE & INTERNET	71.95
Internet-REC	PHONE & INTERNET	77.95
		<u>Fund 111 - GENERAL Total: 149.90</u>

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
Fund: 213 - CEMETERY		
INTERNET	PHONE & INTERNET	296.90
		Fund 213 - CEMETERY Total: 296.90
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	51.95
		Fund 621 - ENVIRONMENTAL SERVICES Total: 51.95
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	51.95
		Fund 631 - WASTEWATER Total: 51.95
		Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total: 550.70
Vendor: 00192 - J G ELLIOTT CO.INC.		
Fund: 111 - GENERAL		
NOTARY-PD	BONDING	70.00
		Fund 111 - GENERAL Total: 70.00
		Vendor 00192 - J G ELLIOTT CO.INC. Total: 70.00
Vendor: 10010 - KIESLER POLICE SUPPLY INC		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	54.00
		Fund 111 - GENERAL Total: 54.00
		Vendor 10010 - KIESLER POLICE SUPPLY INC Total: 54.00
Vendor: 09747 - KNOW HOW LLC		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	34.68
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	53.70
EQUIP MAINT PAR	EQUIPMENT MAINTENANCE	71.98
Department Supplies-REC	DEPARTMENT SUPPLIES	25.31
		Fund 111 - GENERAL Total: 185.67
Fund: 212 - STREETS		
SUPP - MOTOR TUNE UP	DEPARTMENT SUPPLIES	59.43
SUPP - MOTOR TUNE UP	EQUIPMENT MAINTENANCE	23.62
BATTERY FOR GRINDLZR	EQUIPMENT MAINTENANCE	45.33
		Fund 212 - STREETS Total: 128.38
Fund: 213 - CEMETERY		
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	54.81
		Fund 213 - CEMETERY Total: 54.81
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	320.95
EQUIP MAINT	EQUIPMENT MAINTENANCE	159.57
Department Supplies-SAN	DEPARTMENT SUPPLIES	168.36
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	19.08
Department Supplies-SAN	DEPARTMENT SUPPLIES	101.00
Department Supplies-SAN	DEPARTMENT SUPPLIES	1,024.47
DEPT SUP	DEPARTMENT SUPPLIES	88.50
Department Supplies-SAN	DEPARTMENT SUPPLIES	143.19
EQUIP MAINT	EQUIPMENT MAINTENANCE	26.73
		Fund 621 - ENVIRONMENTAL SERVICES Total: 2,051.85
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	159.57
EQUIP MAINT	EQUIPMENT MAINTENANCE	18.76
EQUIP MAINT	EQUIPMENT MAINTENANCE	3.10
DEPT SUP	DEPARTMENT SUPPLIES	88.50
EQUIP MAINT	EQUIPMENT MAINTENANCE	26.72
EQUIP MAINT	EQUIPMENT MAINTENANCE	3.90
		Fund 631 - WASTEWATER Total: 300.55
		Vendor 09747 - KNOW HOW LLC Total: 2,721.26

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
Vendor: 09746 - LEAL NOHEMI		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	35.00
		Fund 111 - GENERAL Total: 35.00
		Vendor 09746 - LEAL NOHEMI Total: 35.00
Vendor: 10134 - LEE BHM CORP		
Fund: 111 - GENERAL		
LEGAL PUBLISHING	LEGAL PUBLICATIONS	35.68
LEGAL PUBLISHING	LEGAL PUBLICATIONS	293.65
LEGAL PUBLISHING	LEGAL PUBLICATIONS	44.75
LEGAL PUBLISHING	LEGAL PUBLICATIONS	13.43
LEGAL PUBLISHING	LEGAL PUBLICATIONS	66.31
		Fund 111 - GENERAL Total: 453.82
Fund: 631 - WASTEWATER		
LEGAL PUBLISHING	LEGAL PUBLICATIONS	10.84
		Fund 631 - WASTEWATER Total: 10.84
Fund: 641 - WATER		
LEGAL PUBLISHING	LEGAL PUBLICATIONS	28.21
		Fund 641 - WATER Total: 28.21
		Vendor 10134 - LEE BHM CORP Total: 492.87
Vendor: 09590 - LEXISNEXIS RISK DATA MANAGEMENT		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	100.00
		Fund 111 - GENERAL Total: 100.00
		Vendor 09590 - LEXISNEXIS RISK DATA MANAGEMENT Total: 100.00
Vendor: 09462 - LIGHTHOUSE ELECTRICAL CONTRACTORS, LLC		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	1,484.94
		Fund 111 - GENERAL Total: 1,484.94
		Vendor 09462 - LIGHTHOUSE ELECTRICAL CONTRACTORS, LLC Total: 1,484.94
Vendor: 07607 - LINCOLN JOURNAL STAR		
Fund: 111 - GENERAL		
Sbscrp.	SUBSCRIPTIONS	714.00
		Fund 111 - GENERAL Total: 714.00
		Vendor 07607 - LINCOLN JOURNAL STAR Total: 714.00
Vendor: 09760 - MACQUEEN EQUIPMENT INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	865.00
		Fund 631 - WASTEWATER Total: 865.00
		Vendor 09760 - MACQUEEN EQUIPMENT INC Total: 865.00
Vendor: 08190 - MADISON NATIONAL LIFE		
Fund: 111 - GENERAL		
INSURANCE	DISABILITY INSURANCE	968.86
		Fund 111 - GENERAL Total: 968.86
Fund: 713 - CASH & INVESTMENT POOL		
INSURANCE	LIFE INS EE PAYABLE	814.98
INSURANCE	DIS INC INS EE PAYABLE	1,316.92
INSURANCE	LIFE INS ER PAYABLE	1,072.08
		Fund 713 - CASH & INVESTMENT POOL Total: 3,203.98
		Vendor 08190 - MADISON NATIONAL LIFE Total: 4,172.84

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
Vendor: 10410 - MARK CHRISMAN TRUCKING INC		
Fund: 111 - GENERAL		
18TH STREET PLAZA IMPROV.	STRUCTURES	25,756.05
		Fund 111 - GENERAL Total: 25,756.05
		Vendor 10410 - MARK CHRISMAN TRUCKING INC Total: 25,756.05
Vendor: 08317 - MATHESON TRI-GAS INC		
Fund: 641 - WATER		
RENT MACHINES	RENT-MACHINES	70.48
		Fund 641 - WATER Total: 70.48
		Vendor 08317 - MATHESON TRI-GAS INC Total: 70.48
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
Department Supplies-REC	DEPARTMENT SUPPLIES	74.98
Department Supplies-REC	DEPARTMENT SUPPLIES	11.42
Department Supplies-REC	DEPARTMENT SUPPLIES	123.81
Department Supplies-REC	DEPARTMENT SUPPLIES	28.67
Building Maintenance-REC	BUILDING MAINTENANCE	73.76
Department Supplies-REC	DEPARTMENT SUPPLIES	21.03
Department Supplies-REC	DEPARTMENT SUPPLIES	41.56
Department Supplies-REC	DEPARTMENT SUPPLIES	49.98
Building Maintenance-REC	BUILDING MAINTENANCE	109.04
Building Maintenance-REC	BUILDING MAINTENANCE	134.50
GROUND MAINT PARK	GROUNDS MAINTENANCE	85.10
Prgmg.	PROGRAMMING	89.52
		Fund 111 - GENERAL Total: 843.37
Fund: 212 - STREETS		
SUPP - CARB CLEANER & GRE...	DEPARTMENT SUPPLIES	40.71
SUPP - HITCH BALL	DEPARTMENT SUPPLIES	12.99
SUPP - BRACKETS AND POWER..	DEPARTMENT SUPPLIES	98.46
		Fund 212 - STREETS Total: 152.16
Fund: 218 - PUBLIC SAFETY		
CIP-PO-EOD TRUCK-PD	DEPARTMENT SUPPLIES	119.99
		Fund 218 - PUBLIC SAFETY Total: 119.99
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	47.90
		Fund 621 - ENVIRONMENTAL SERVICES Total: 47.90
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	47.90
DEPT SUP	DEPARTMENT SUPPLIES	140.39
ELECTRICAL MAINT	ELECTRICAL MAINTENANCE	7.77
DEPT SUP	DEPARTMENT SUPPLIES	99.94
DEPT SUP	DEPARTMENT SUPPLIES	87.97
DEPT SUP	DEPARTMENT SUPPLIES	14.58
EQUIP MAINT	EQUIPMENT MAINTENANCE	17.14
		Fund 631 - WASTEWATER Total: 415.69
Fund: 641 - WATER		
DEPT SUP WTR	DEPARTMENT SUPPLIES	207.79
DEPT SUP WATER	DEPARTMENT SUPPLIES	340.26
DEPT SUPP WATER	DEPARTMENT SUPPLIES	75.63
		Fund 641 - WATER Total: 623.68
		Vendor 07628 - MENARDS, INC Total: 2,202.79
Vendor: 07253 - MICHAEL B KEMBEL		
Fund: 212 - STREETS		
SUPP - PHOTO EYES	DEPARTMENT SUPPLIES	143.85
		Fund 212 - STREETS Total: 143.85
		Vendor 07253 - MICHAEL B KEMBEL Total: 143.85

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
Vendor: 07938 - MIDWEST CONNECT, LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
UB PROCESSING - MAY 2023	CONTRACTUAL SERVICES	1,947.67
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		1,947.67
Fund: 631 - WASTEWATER		
UB PROCESSING - MAY 2023	CONTRACTUAL SERVICES	1,947.67
		Fund 631 - WASTEWATER Total:
		1,947.67
Fund: 641 - WATER		
UB PROCESSING - MAY 2023	CONTRACTUAL SERVICES	1,947.67
		Fund 641 - WATER Total:
		1,947.67
		Vendor 07938 - MIDWEST CONNECT, LLC Total:
		5,843.01
Vendor: 00748 - MOTOROLA SOLUTIONS, INC		
Fund: 218 - PUBLIC SAFETY		
CIP-PO-BODY CAMS-PD	DEPARTMENT SUPPLIES	14,975.00
		Fund 218 - PUBLIC SAFETY Total:
		14,975.00
		Vendor 00748 - MOTOROLA SOLUTIONS, INC Total:
		14,975.00
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP		
Fund: 111 - GENERAL		
IMAGE SILO - MAY 2023	CONTRACTUAL SERVICES	39.99
		Fund 111 - GENERAL Total:
		39.99
		Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:
		39.99
Vendor: 09543 - NATIONAL TELEPHONE MESSAGE CORP		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	298.22
		Fund 111 - GENERAL Total:
		298.22
		Vendor 09543 - NATIONAL TELEPHONE MESSAGE CORP Total:
		298.22
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,267.10
		Fund 713 - CASH & INVESTMENT POOL Total:
		1,267.10
		Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:
		1,267.10
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 111 - GENERAL		
LODGING TAX	LEGAL FEES	473.75
		Fund 111 - GENERAL Total:
		473.75
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	STATE W/H EE PAYABLE	23,691.36
		Fund 713 - CASH & INVESTMENT POOL Total:
		23,691.36
		Vendor 00797 - NE DEPT OF REVENUE Total:
		24,165.11
Vendor: 04460 - NEBRASKA INTERACTIVE, LLC		
Fund: 111 - GENERAL		
DRIVERS LIC REQ. - MAY 2023	CONSULTING SERVICES	15.00
		Fund 111 - GENERAL Total:
		15.00
		Vendor 04460 - NEBRASKA INTERACTIVE, LLC Total:
		15.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 111 - GENERAL		
Electric	ELECTRICITY	328.73
Electric	ELECTRICITY	569.85
Electric	ELECTRICITY	37.04
Electric	ELECTRICITY	87.91
Electric	ELECTRICITY	569.85
Electric	ELECTRICITY	226.75
Electric	ELECTRICITY	2,535.18
Electric	ELECTRICITY	3,348.81
Electric	ELECTRICITY	329.55

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
Electric	ELECTRICITY	146.27
Electric	STREET LIGHTS	100.40
Fund 111 - GENERAL Total:		8,280.34
Fund: 212 - STREETS		
Electric	ELECTRICITY	618.44
Electric	ELECTRIC POWER	1,568.97
Electric	STREET LIGHTS	26,870.73
Fund 212 - STREETS Total:		29,058.14
Fund: 213 - CEMETERY		
Electric	ELECTRICITY	270.86
Fund 213 - CEMETERY Total:		270.86
Fund: 216 - BUSINESS IMPROVEMENT		
Electric	STREET LIGHTS	85.42
Fund 216 - BUSINESS IMPROVEMENT Total:		85.42
Fund: 621 - ENVIRONMENTAL SERVICES		
Electric	ELECTRICITY	548.93
Fund 621 - ENVIRONMENTAL SERVICES Total:		548.93
Fund: 631 - WASTEWATER		
Electric	ELECTRICITY	910.65
Electric	ELECTRIC POWER	415.15
Fund 631 - WASTEWATER Total:		1,325.80
Fund: 641 - WATER		
Electric	ELECTRICITY	294.99
Electric	ELECTRIC POWER	209.39
Fund 641 - WATER Total:		504.38
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		40,073.87
Vendor: 00632 - NEBRASKA RURAL RADIO ASSOCIATION		
Fund: 661 - STORMWATER		
STORMWATER - RADIO SPOTS	CONTRACTUAL SERVICES	475.00
Fund 661 - STORMWATER Total:		475.00
Vendor 00632 - NEBRASKA RURAL RADIO ASSOCIATION Total:		475.00
Vendor: 05373 - NEBRASKA SAFETY & FIRE EQUIPMENT INC.		
Fund: 111 - GENERAL		
RECHARGE EXTINGUISHER - R...	DEPARTMENT SUPPLIES	55.00
Fund 111 - GENERAL Total:		55.00
Vendor 05373 - NEBRASKA SAFETY & FIRE EQUIPMENT INC. Total:		55.00
Vendor: 04198 - NEBRASKALAND TIRE, INC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	21.00
Fund 111 - GENERAL Total:		21.00
Fund: 641 - WATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	21.28
Fund 641 - WATER Total:		21.28
Vendor 04198 - NEBRASKALAND TIRE, INC Total:		42.28
Vendor: 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	403.99
Fund 111 - GENERAL Total:		403.99
Vendor 01757 - OCLC ONLINE COMPUTER LIBRARY CENTER, INC Total:		403.99
Vendor: 08840 - ONE CALL CONCEPTS, INC		
Fund: 212 - STREETS		
CONTRACTUAL WW WTR PW	CONTRACTUAL SERVICES	76.53
Fund 212 - STREETS Total:		76.53

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
Fund: 631 - WASTEWATER		
CONTRACTUAL WW WTR PW	CONTRACTUAL SERVICES	76.52
		Fund 631 - WASTEWATER Total:
		76.52
Fund: 641 - WATER		
CONTRACTUAL WW WTR PW	CONTRACTUAL SERVICES	76.53
		Fund 641 - WATER Total:
		76.53
		Vendor 08840 - ONE CALL CONCEPTS, INC Total:
		229.58
Vendor: 01807 - OREGON TRAIL COMMUNITY FOUNDATION, INC		
Fund: 111 - GENERAL		
COMMUNITY SUPPORT - OWBF	COMMUNITY PROGRAMMING	20,000.00
		Fund 111 - GENERAL Total:
		20,000.00
		Vendor 01807 - OREGON TRAIL COMMUNITY FOUNDATION, INC Total:
		20,000.00
Vendor: 10173 - PAIGE MANNING		
Fund: 216 - BUSINESS IMPROVEMENT		
Downtown Garden Maintena...	CONTRACTUAL SERVICES	3,390.00
		Fund 216 - BUSINESS IMPROVEMENT Total:
		3,390.00
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	522.00
		Fund 641 - WATER Total:
		522.00
Fund: 661 - STORMWATER		
Downtown Garden Maintena...	CONTRACTUAL SERVICES	3,030.00
		Fund 661 - STORMWATER Total:
		3,030.00
		Vendor 10173 - PAIGE MANNING Total:
		6,942.00
Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION		
Fund: 111 - GENERAL		
FUEL	OTHER FUEL	19.03
		Fund 111 - GENERAL Total:
		19.03
Fund: 621 - ENVIRONMENTAL SERVICES		
Other Fuel-SAN	OTHER FUEL	53.85
Other Fuel-SAN	OTHER FUEL	52.06
Other Fuel-SAN	OTHER FUEL	55.29
FUEL	OTHER FUEL	1,044.69
FUEL	CONTRACTUAL SERVICES	34.29
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		1,240.18
Fund: 631 - WASTEWATER		
FUEL	OTHER FUEL	1,044.69
FUEL	CONTRACTUAL SERVICES	34.29
		Fund 631 - WASTEWATER Total:
		1,078.98
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	4,970.28
		Fund 641 - WATER Total:
		4,970.28
		Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:
		7,308.47
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	75.00
		Fund 641 - WATER Total:
		75.00
		Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:
		75.00
Vendor: 08638 - PANHANDLE PUBLIC HEALTH DISTRICT		
Fund: 411 - CDBG		
LEAD BASED PAINT INSPECTI...	GRANT EXPENSE	3,000.00
		Fund 411 - CDBG Total:
		3,000.00
		Vendor 08638 - PANHANDLE PUBLIC HEALTH DISTRICT Total:
		3,000.00

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
Vendor: 10259 - PARADISE PUMPERS LLC		
Fund: 111 - GENERAL		
CONTRACTUAL PARKS	CONTRACTUAL SERVICES	665.00
		Fund 111 - GENERAL Total: 665.00
		Vendor 10259 - PARADISE PUMPERS LLC Total: 665.00
Vendor: 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC		
Fund: 111 - GENERAL		
Concession Supplies-REC	CONCESSION SUPPLIES	427.52
Concessions Supplies-REC	CONCESSION SUPPLIES	190.78
		Fund 111 - GENERAL Total: 618.30
		Vendor 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC Total: 618.30
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	10,253.91
		Fund 713 - CASH & INVESTMENT POOL Total: 10,253.91
		Vendor 01276 - PLATTE VALLEY BANK Total: 10,253.91
Vendor: 09807 - POLYDYNE INC		
Fund: 631 - WASTEWATER		
CHEMICALS	CHEMICALS	5,379.93
		Fund 631 - WASTEWATER Total: 5,379.93
		Vendor 09807 - POLYDYNE INC Total: 5,379.93
Vendor: 10341 - POMPS TIRE SERVICE INC		
Fund: 212 - STREETS		
TIRE REPAIR ON D. TRUCK	VEHICLE MAINTENANCE	61.00
		Fund 212 - STREETS Total: 61.00
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	319.60
		Fund 621 - ENVIRONMENTAL SERVICES Total: 319.60
		Vendor 10341 - POMPS TIRE SERVICE INC Total: 380.60
Vendor: 10114 - POSITIVE PROMOTIONS INC		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	290.80
		Fund 111 - GENERAL Total: 290.80
		Vendor 10114 - POSITIVE PROMOTIONS INC Total: 290.80
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
DEPT/INVEST SUPPL-PD	DEPARTMENT SUPPLIES	50.42
DEPT/INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	23.52
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	76.90
		Fund 111 - GENERAL Total: 150.84
		Vendor 00266 - QUILL CORPORATION Total: 150.84
Vendor: 10000 - RAAJ LINCOLN LESSE, LLC		
Fund: 111 - GENERAL		
HOTEL FOR CPR CLASS - GLENN SCHOOL & CONFERENCE		100.04
		Fund 111 - GENERAL Total: 100.04
		Vendor 10000 - RAAJ LINCOLN LESSE, LLC Total: 100.04
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
CLAIMS	CLAIMS EXPENSE	20,539.44
		Fund 812 - HEALTH INSURANCE Total: 20,539.44
		Vendor 04089 - REGIONAL CARE INC Total: 20,539.44

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
Vendor: 00798 - REGISTER OF DEEDS		
Fund: 111 - GENERAL		
LEGAL	LEGAL FEES	16.00
		Fund 111 - GENERAL Total:
		16.00
Fund: 213 - CEMETERY		
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
QUITCLAIM DEED	MISCELLANEOUS	10.00
		Fund 213 - CEMETERY Total:
		60.00
		Vendor 00798 - REGISTER OF DEEDS Total:
		76.00
Vendor: 10233 - REZPLOT SYSTEM LLC		
Fund: 111 - GENERAL		
CONTRACTUAL PARK	CONTRACTUAL SERVICES	635.00
		Fund 111 - GENERAL Total:
		635.00
		Vendor 10233 - REZPLOT SYSTEM LLC Total:
		635.00
Vendor: 10235 - RUSSEL'S AUTOMOTIVE		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	65.86
VEH MAINT-PD	VEHICLE MAINTENANCE	40.85
VEH MAINT-PD	VEHICLE MAINTENANCE	97.68
VEH MAINT-PD	VEHICLE MAINTENANCE	58.85
		Fund 111 - GENERAL Total:
		263.24
		Vendor 10235 - RUSSEL'S AUTOMOTIVE Total:
		263.24
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	101.15
		Fund 713 - CASH & INVESTMENT POOL Total:
		101.15
		Vendor 00026 - S M E C Total:
		101.15
Vendor: 00257 - SANDBERG IMPLEMENT, INC		
Fund: 212 - STREETS		
FILTERS FOR WALK BEHIND PA...EQUIPMENT MAINTENANCE		31.76
		Fund 212 - STREETS Total:
		31.76
Fund: 213 - CEMETERY		
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	98.70
		Fund 213 - CEMETERY Total:
		98.70
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIP MAINT	EQUIPMENT MAINTENANCE	183.06
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		183.06
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	183.07
EQUIP MAINT	EQUIPMENT MAINTENANCE	951.06
		Fund 631 - WASTEWATER Total:
		1,134.13
		Vendor 00257 - SANDBERG IMPLEMENT, INC Total:
		1,447.65
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	300.00
		Fund 713 - CASH & INVESTMENT POOL Total:
		300.00
		Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:
		300.00
Vendor: 08869 - SCOTTS BLUFF COUNTY COMMUNICATIONS CENTER		
Fund: 111 - GENERAL		
RADIOS PURCHASES - 1ST PMT	EQUIPMENT	3,605.21
		Fund 111 - GENERAL Total:
		3,605.21

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
Fund: 212 - STREETS		
RADIOS PURCHASES - 1ST PMT	EQUIPMENT	8,687.81
		Fund 212 - STREETS Total: 8,687.81
Fund: 218 - PUBLIC SAFETY		
RADIOS PURCHASES - 1ST PMT	EQUIPMENT	27,276.21
RADIOS PURCHASES - 1ST PMT	EQUIPMENT	36,352.99
		Fund 218 - PUBLIC SAFETY Total: 63,629.20
Fund: 621 - ENVIRONMENTAL SERVICES		
RADIOS PURCHASES - 1ST PMT	EQUIPMENT	5,139.60
		Fund 621 - ENVIRONMENTAL SERVICES Total: 5,139.60
Fund: 631 - WASTEWATER		
RADIOS PURCHASES - 1ST PMT	EQUIPMENT	1,992.72
		Fund 631 - WASTEWATER Total: 1,992.72
Fund: 641 - WATER		
RADIOS PURCHASES - 1ST PMT	EQUIPMENT	1,628.46
		Fund 641 - WATER Total: 1,628.46
		Vendor 08869 - SCOTTS BLUFF COUNTY COMMUNICATIONS CENTER Total: 84,683.00
Vendor: 09652 - SCOTTS BLUFF COUNTY TOURISM		
Fund: 111 - GENERAL		
USA NAT'L GRAVEL GRINDER ...	COMMUNITY PROGRAMMING	10,000.00
		Fund 111 - GENERAL Total: 10,000.00
		Vendor 09652 - SCOTTS BLUFF COUNTY TOURISM Total: 10,000.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	858.00
		Fund 713 - CASH & INVESTMENT POOL Total: 858.00
		Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total: 858.00
Vendor: 00684 - SHERIFF'S OFFICE		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	21.96
LEGAL FEES-PD	LEGAL FEES	13.92
LEGAL FEES-PD	LEGAL FEES	13.92
LEGAL FEES-PD	LEGAL FEES	21.96
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	20.64
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	21.96
		Fund 111 - GENERAL Total: 150.36
		Vendor 00684 - SHERIFF'S OFFICE Total: 150.36
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	6,264.61
CONTRACTUAL	CONTRACTUAL SERVICES	1,593.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES	4,167.18
		Fund 111 - GENERAL Total: 12,024.79
Fund: 212 - STREETS		
CONTRACTUAL	CONTRACTUAL SERVICES	810.00
		Fund 212 - STREETS Total: 810.00
Fund: 224 - ECONOMIC DEVELOPMENT		
CONTRACTUAL	CONTRACTUAL SERVICES	1,050.00
CONTRACTUAL	CONTRACTUAL SERVICES	45.00
		Fund 224 - ECONOMIC DEVELOPMENT Total: 1,095.00

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
Fund: 321 - CRA		
CONTRACTUAL	CONTRACTUAL SERVICES	105.00
CONTRACTUAL	CONTRACTUAL SERVICES	52.50
CONTRACTUAL	CONTRACTUAL SERVICES	1,400.00
		1,400.00
		Fund 321 - CRA Total:
		1,557.50
Fund: 411 - CDBG		
CONTRACTUAL	CONTRACTUAL SERVICES	162.00
		162.00
		Fund 411 - CDBG Total:
		162.00
Fund: 631 - WASTEWATER		
CONTRACTUAL	CONTRACTUAL SERVICES	135.00
		135.00
		Fund 631 - WASTEWATER Total:
		135.00
		Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:
		15,784.29
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 111 - GENERAL		
Building Maintenance-REC	BUILDING MAINTENANCE	400.50
		400.50
		Fund 111 - GENERAL Total:
		400.50
Fund: 212 - STREETS		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,706.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	3,086.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,484.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	410.50
		410.50
		Fund 212 - STREETS Total:
		6,687.00
		Vendor 01031 - SIMON CONTRACTORS Total:
		7,087.50
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
ELECTRIC MAINT PARK	ELECTRICAL MAINTENANCE	3,915.91
Bldg. Main.	BUILDING MAINTENANCE	1,830.00
		1,830.00
		Fund 111 - GENERAL Total:
		5,745.91
		Vendor 00513 - SNELL SERVICES INC. Total:
		5,745.91
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	14.95
		14.95
		Fund 111 - GENERAL Total:
		14.95
Fund: 212 - STREETS		
SERVICE PACKAGE FOR SECUR...	EQUIPMENT MAINTENANCE	1,600.00
		1,600.00
		Fund 212 - STREETS Total:
		1,600.00
Fund: 621 - ENVIRONMENTAL SERVICES		
Contractual Services-SAN	CONTRACTUAL SERVICES	800.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES	350.00
		350.00
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		1,150.00
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	350.00
		350.00
		Fund 631 - WASTEWATER Total:
		350.00
		Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:
		3,114.95
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	9,654.00
RETIREMENT	REGULAR RETIRE EE PAY	8,851.58
RETIREMENT	DEFERRED COMP EE PAY	1,573.62
RETIREMENT	DEFERRED COMP EE PAY	108.30
RETIREMENT	DEFERRED COMP EE PAY	2,380.62
RETIREMENT	RETIRE FIRE EE PAYABLE	3,758.15
RETIREMENT	RETIRE POLICE EE PAY	7,448.89

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
RETIREMENT	RETIRE POLICE EE PAY	8,388.84
		Fund 713 - CASH & INVESTMENT POOL Total: 42,164.00
		Vendor 09865 - UNION BANK & TRUST Total: 42,164.00
Vendor: 01544 - VAN PELT FENCING CO, INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	650.00
		Fund 111 - GENERAL Total: 650.00
		Vendor 01544 - VAN PELT FENCING CO, INC Total: 650.00
Vendor: 10399 - VERIZON CONNECT FLEET USA LLC		
Fund: 212 - STREETS		
GPS SERVICE FOR TRANS	DEPARTMENT SUPPLIES	103.14
		Fund 212 - STREETS Total: 103.14
Fund: 621 - ENVIRONMENTAL SERVICES		
Contractual Services-SAN	CONTRACTUAL SERVICES	76.76
		Fund 621 - ENVIRONMENTAL SERVICES Total: 76.76
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	32.38
		Fund 631 - WASTEWATER Total: 32.38
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	32.38
		Fund 641 - WATER Total: 32.38
		Vendor 10399 - VERIZON CONNECT FLEET USA LLC Total: 244.66
Vendor: 04965 - WATER ENVIRONMENT FEDERATION		
Fund: 631 - WASTEWATER		
MEMBERSHIPS	MEMBERSHIPS	85.00
		Fund 631 - WASTEWATER Total: 85.00
		Vendor 04965 - WATER ENVIRONMENT FEDERATION Total: 85.00
Vendor: 00268 - WESTERN COOPERATIVE COMPANY		
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	506.00
		Fund 213 - CEMETERY Total: 506.00
		Vendor 00268 - WESTERN COOPERATIVE COMPANY Total: 506.00
Vendor: 06089 - WESTERN COOPERATIVE COMPANY		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	1,157.00
		Fund 111 - GENERAL Total: 1,157.00
Fund: 213 - CEMETERY		
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	18.13
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	361.98
		Fund 213 - CEMETERY Total: 380.11
		Vendor 06089 - WESTERN COOPERATIVE COMPANY Total: 1,537.11
Vendor: 00344 - WESTERN PATHOLOGY CONSULTANTS, INC		
Fund: 111 - GENERAL		
DOT TESTING - MAY 2023	CONTRACTUAL SERVICES	126.00
		Fund 111 - GENERAL Total: 126.00
		Vendor 00344 - WESTERN PATHOLOGY CONSULTANTS, INC Total: 126.00
Vendor: 10221 - WEX BANK		
Fund: 111 - GENERAL		
MAY DIESEL AND DEF	OTHER FUEL	1,507.34
MAY GASOLINE	GASOLINE	202.19
Gasoline May 2023 DS and SW	GASOLINE	95.16
FUEL	GASOLINE	1,687.94
FUEL	OTHER FUEL	2,646.89

Expense Approval Report

Post Dates: 6/6/2023 - 6/19/2023

Description (Payable)	Account Name	Amount
GASOLINE-PD	GASOLINE	5,653.77
		Fund 111 - GENERAL Total:
		11,793.29
Fund: 212 - STREETS		
UNLEADED GASOLINE	GASOLINE	1,750.81
UNLEADED GASOLINE	OTHER FUEL	2,730.90
		Fund 212 - STREETS Total:
		4,481.71
Fund: 224 - ECONOMIC DEVELOPMENT		
SCHOOL & CONF ED	SCHOOL & CONFERENCE	31.74
		Fund 224 - ECONOMIC DEVELOPMENT Total:
		31.74
Fund: 621 - ENVIRONMENTAL SERVICES		
Diesel Fuel-SAN	GASOLINE	230.24
Diesel Fuel-SAN	OTHER FUEL	8,433.88
FUEL	GASOLINE	73.03
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		8,737.15
Fund: 631 - WASTEWATER		
FUEL	GASOLINE	73.02
FUEL	GASOLINE	503.82
FUEL	OTHER FUEL	811.24
		Fund 631 - WASTEWATER Total:
		1,388.08
Fund: 641 - WATER		
FUEL	GASOLINE	1,474.67
FUEL	OTHER FUEL	87.08
		Fund 641 - WATER Total:
		1,561.75
Fund: 661 - STORMWATER		
Gasoline May 2023 DS and SW	GASOLINE	41.66
		Fund 661 - STORMWATER Total:
		41.66
		Vendor 10221 - WEX BANK Total:
		28,035.38
Vendor: 08851 - WHITING SIGNS		
Fund: 223 - KENO		
KENO DEPT SUPP PARK	DEPARTMENT SUPPLIES	1,432.00
		Fund 223 - KENO Total:
		1,432.00
		Vendor 08851 - WHITING SIGNS Total:
		1,432.00
Vendor: 10128 - WINCAN LLC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	7,500.00
		Fund 631 - WASTEWATER Total:
		7,500.00
		Vendor 10128 - WINCAN LLC Total:
		7,500.00
Vendor: 10463 - WNCC FOUNDATION		
Fund: 111 - GENERAL		
MONUMENT MARATHON SU...	COMMUNITY PROGRAMMING	7,500.00
		Fund 111 - GENERAL Total:
		7,500.00
		Vendor 10463 - WNCC FOUNDATION Total:
		7,500.00
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT		
Fund: 713 - CASH & INVESTMENT POOL		
CHILD SUPPORT	CHILD SUPPORT EE PAY	738.08
		Fund 713 - CASH & INVESTMENT POOL Total:
		738.08
		Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:
		738.08
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE		
Fund: 713 - CASH & INVESTMENT POOL		
YMCA	YMCA PAY EE	812.00
		Fund 713 - CASH & INVESTMENT POOL Total:
		812.00
		Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:
		812.00
		Grand Total:
		638,060.66

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	189,857.98	968.86
212 - STREETS	54,661.91	0.00
213 - CEMETERY	3,677.54	0.00
216 - BUSINESS IMPROVEMENT	3,475.42	0.00
218 - PUBLIC SAFETY	78,968.63	0.00
223 - KENO	1,432.00	0.00
224 - ECONOMIC DEVELOPMENT	1,233.49	0.00
321 - CRA	1,557.50	0.00
411 - CDBG	3,162.00	0.00
621 - ENVIRONMENTAL SERVICES	51,810.70	0.00
631 - WASTEWATER	29,749.84	0.00
641 - WATER	30,926.47	0.00
661 - STORMWATER	5,677.07	0.00
713 - CASH & INVESTMENT POOL	161,118.46	161,118.46
721 - GIS SERVICES	212.21	0.00
812 - HEALTH INSURANCE	20,539.44	20,539.44
Grand Total:	638,060.66	182,626.76

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-51281-142	DISABILITY INSURANCE	968.86	968.86
111-52111-111	DEPARTMENT SUPPLIES	121.40	0.00
111-52111-116	DEPARTMENT SUPPLIES	11,681.20	0.00
111-52111-141	DEPARTMENT SUPPLIES	407.48	0.00
111-52111-142	DEPARTMENT SUPPLIES	848.92	0.00
111-52111-151	DEPARTMENT SUPPLIES	39.58	0.00
111-52111-171	DEPARTMENT SUPPLIES	161.77	0.00
111-52111-172	DEPARTMENT SUPPLIES	376.76	0.00
111-52114-172	CONCESSION SUPPLIES	618.30	0.00
111-52121-141	JANITORIAL SUPPLIES	24.98	0.00
111-52121-142	JANITORIAL SUPPLIES	24.98	0.00
111-52121-151	JANITORIAL SUPPLIES	747.96	0.00
111-52121-171	JANITORIAL SUPPLIES	1,051.20	0.00
111-52163-142	INVESTIGATIVE EXPENSES	23.52	0.00
111-52222-151	COLLECTIONS	2,477.71	0.00
111-52223-151	PROGRAMMING	89.52	0.00
111-52225-151	SUBSCRIPTIONS	1,980.45	0.00
111-52311-121	MEMBERSHIPS	120.00	0.00
111-52511-121	GASOLINE	95.16	0.00
111-52511-141	GASOLINE	202.19	0.00
111-52511-142	GASOLINE	5,653.77	0.00
111-52511-171	GASOLINE	1,687.94	0.00
111-52521-141	OTHER FUEL	1,507.34	0.00
111-52521-171	OTHER FUEL	2,665.92	0.00
111-52999-112	MISCELLANEOUS	234.00	0.00
111-53111-112	CONTRACTUAL SERVICES	126.00	0.00
111-53111-114	CONTRACTUAL SERVICES	6,264.61	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-116	CONTRACTUAL SERVICES	1,635.00	0.00
111-53111-121	CONTRACTUAL SERVICES	225.00	0.00
111-53111-142	CONTRACTUAL SERVICES	6,209.13	0.00
111-53111-143	CONTRACTUAL SERVICES	899.86	0.00
111-53111-151	CONTRACTUAL SERVICES	403.99	0.00
111-53111-171	CONTRACTUAL SERVICES	1,975.00	0.00
111-53121-112	CONSULTING SERVICES	103.25	0.00
111-53121-142	CONSULTING SERVICES	135.00	0.00
111-53161-112	LEGAL PUBLICATIONS	35.68	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53161-115	LEGAL PUBLICATIONS	293.65	0.00
111-53161-121	LEGAL PUBLICATIONS	44.75	0.00
111-53161-151	LEGAL PUBLICATIONS	13.43	0.00
111-53161-171	LEGAL PUBLICATIONS	66.31	0.00
111-53211-121	LEGAL FEES	16.00	0.00
111-53211-142	LEGAL FEES	150.36	0.00
111-53211-171	LEGAL FEES	473.75	0.00
111-53421-151	BUILDING MAINTENANCE	3,314.94	0.00
111-53421-171	BUILDING MAINTENANCE	52.09	0.00
111-53421-172	BUILDING MAINTENANCE	717.80	0.00
111-53431-171	ELECTRICAL MAINTENA...	3,915.91	0.00
111-53441-111	EQUIPMENT MAINTENA...	0.69	0.00
111-53441-142	EQUIPMENT MAINTENA...	54.00	0.00
111-53441-171	EQUIPMENT MAINTENA...	521.00	0.00
111-53451-141	VEHICLE MAINTENANCE	47,006.85	0.00
111-53451-142	VEHICLE MAINTENANCE	595.68	0.00
111-53471-171	GROUNDS MAINTENAN...	1,892.10	0.00
111-53511-111	ELECTRICITY	328.73	0.00
111-53511-141	ELECTRICITY	606.89	0.00
111-53511-142	ELECTRICITY	657.76	0.00
111-53511-143	ELECTRICITY	226.75	0.00
111-53511-151	ELECTRICITY	2,535.18	0.00
111-53511-171	ELECTRICITY	3,678.36	0.00
111-53511-172	ELECTRICITY	146.27	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	PHONE & INTERNET	239.01	0.00
111-53561-112	PHONE & INTERNET	71.67	0.00
111-53561-114	PHONE & INTERNET	35.19	0.00
111-53561-115	PHONE & INTERNET	38.19	0.00
111-53561-116	PHONE & INTERNET	160.00	0.00
111-53561-121	PHONE & INTERNET	163.38	0.00
111-53561-141	PHONE & INTERNET	330.79	0.00
111-53561-142	PHONE & INTERNET	1,215.54	0.00
111-53561-151	PHONE & INTERNET	428.18	0.00
111-53561-171	PHONE & INTERNET	272.29	0.00
111-53561-172	PHONE & INTERNET	118.37	0.00
111-53711-141	SCHOOL & CONFERENCE	100.04	0.00
111-53711-142	SCHOOL & CONFERENCE	181.00	0.00
111-53752-114	COMMUNITY PROGRA...	37,500.00	0.00
111-53811-142	BONDING	70.00	0.00
111-54311-171	STRUCTURES	25,756.05	0.00
111-54411-116	EQUIPMENT	300.00	0.00
111-54411-171	EQUIPMENT	3,605.21	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,093.05	0.00
212-52171-212	STREET REPAIR SUPPLIES	680.04	0.00
212-52181-212	UNIFORMS & CLOTHING	101.82	0.00
212-52511-212	GASOLINE	1,750.81	0.00
212-52521-212	OTHER FUEL	2,730.90	0.00
212-53111-212	CONTRACTUAL SERVICES	958.91	0.00
212-53441-212	EQUIPMENT MAINTENA...	1,700.71	0.00
212-53451-212	VEHICLE MAINTENANCE	61.00	0.00
212-53491-212	STREET MAINTENANCE	6,687.00	0.00
212-53511-212	ELECTRICITY	618.44	0.00
212-53531-212	ELECTRIC POWER	1,568.97	0.00
212-53551-212	STREET LIGHTS	26,870.73	0.00
212-53561-212	PHONE & INTERNET	1,151.72	0.00
212-54411-212	EQUIPMENT	8,687.81	0.00
213-52111-213	DEPARTMENT SUPPLIES	2,052.34	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
213-52999-213	MISCELLANEOUS	10.00	0.00
213-53111-213	CONTRACTUAL SERVICES	378.00	0.00
213-53211-213	LEGAL FEES	50.00	0.00
213-53441-213	EQUIPMENT MAINTENA...	547.77	0.00
213-53511-213	ELECTRICITY	270.86	0.00
213-53561-213	PHONE & INTERNET	368.57	0.00
216-53111-171	CONTRACTUAL SERVICES	3,390.00	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
218-52111-142	DEPARTMENT SUPPLIES	15,339.43	0.00
218-54411-141	EQUIPMENT	27,276.21	0.00
218-54411-142	EQUIPMENT	36,352.99	0.00
223-52111-171	DEPARTMENT SUPPLIES	1,432.00	0.00
224-52111-113	DEPARTMENT SUPPLIES	2.25	0.00
224-53111-114	CONTRACTUAL SERVICES	1,095.00	0.00
224-53561-113	PHONE & INTERNET	104.50	0.00
224-53711-113	SCHOOL & CONFERENCE	31.74	0.00
321-53111-111	CONTRACTUAL SERVICES	1,557.50	0.00
411-53111-411	CONTRACTUAL SERVICES	162.00	0.00
411-54991-411	GRANT EXPENSE	3,000.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	5,758.44	0.00
621-52511-621	GASOLINE	303.27	0.00
621-52521-621	OTHER FUEL	9,639.77	0.00
621-53111-621	CONTRACTUAL SERVICES	3,290.61	0.00
621-53193-621	DISPOSAL FEES	23,626.78	0.00
621-53441-621	EQUIPMENT MAINTENA...	369.36	0.00
621-53451-621	VEHICLE MAINTENANCE	2,885.81	0.00
621-53511-621	ELECTRICITY	548.93	0.00
621-53561-621	PHONE & INTERNET	248.13	0.00
621-54411-621	EQUIPMENT	5,139.60	0.00
631-52111-631	DEPARTMENT SUPPLIES	5,649.72	0.00
631-52311-631	MEMBERSHIPS	85.00	0.00
631-52511-631	GASOLINE	576.84	0.00
631-52521-631	OTHER FUEL	1,855.93	0.00
631-52611-631	CHEMICALS	5,379.93	0.00
631-53111-631	CONTRACTUAL SERVICES	11,122.73	0.00
631-53161-631	LEGAL PUBLICATIONS	10.84	0.00
631-53431-631	ELECTRICAL MAINTENA...	7.77	0.00
631-53441-631	EQUIPMENT MAINTENA...	1,513.32	0.00
631-53511-631	ELECTRICITY	910.65	0.00
631-53531-631	ELECTRIC POWER	415.15	0.00
631-53561-631	PHONE & INTERNET	186.49	0.00
631-53571-631	CELLULAR PHONE	42.75	0.00
631-54411-631	EQUIPMENT	1,992.72	0.00
641-52111-641	DEPARTMENT SUPPLIES	7,065.88	0.00
641-52116-641	METERS	8,617.42	0.00
641-52117-641	SAMPLES	288.00	0.00
641-52411-641	POSTAGE	83.91	0.00
641-52511-641	GASOLINE	1,474.67	0.00
641-52521-641	OTHER FUEL	87.08	0.00
641-52611-641	CHEMICALS	2,741.98	0.00
641-53111-641	CONTRACTUAL SERVICES	8,078.91	0.00
641-53161-641	LEGAL PUBLICATIONS	28.21	0.00
641-53451-641	VEHICLE MAINTENANCE	34.28	0.00
641-53511-641	ELECTRICITY	294.99	0.00
641-53531-641	ELECTRIC POWER	209.39	0.00
641-53561-641	PHONE & INTERNET	180.06	0.00
641-53571-641	CELLULAR PHONE	42.75	0.00
641-53631-641	RENT-MACHINES	70.48	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
641-54411-641	EQUIPMENT	1,628.46	0.00
661-52511-661	GASOLINE	41.66	0.00
661-53111-661	CONTRACTUAL SERVICES	5,600.00	0.00
661-53561-661	PHONE & INTERNET	35.41	0.00
713-21512	MEDICARE W/H EE PAY...	9,808.08	9,808.08
713-21513	FICA W/H EE PAYABLE	35,447.34	35,447.34
713-21514	FED W/H EE PAYABLE	32,263.78	32,263.78
713-21515	STATE W/H EE PAYABLE	23,691.36	23,691.36
713-21517	POL UNION DUES EE PAY	858.00	858.00
713-21518	FIRE UNION DUES EE PAY	300.00	300.00
713-21523	LIFE INS EE PAYABLE	814.98	814.98
713-21524	SMEC EE PAYABLE	101.15	101.15
713-21527	WAGE ATTACHMENT EE ...	209.68	209.68
713-21528	REGULAR RETIRE EE PAY	18,505.58	18,505.58
713-21529	DEFERRED COMP EE PAY	4,062.54	4,062.54
713-21531	RETIRE FIRE EE PAYABLE	3,758.15	3,758.15
713-21533	RETIRE POLICE EE PAY	15,837.73	15,837.73
713-21534	DIS INC INS EE PAYABLE	1,316.92	1,316.92
713-21539	CHILD SUPPORT EE PAY	2,005.18	2,005.18
713-21540	YMCA PAY EE	812.00	812.00
713-21541	HSA EE PAYABLE	10,253.91	10,253.91
713-21723	LIFE INS ER PAYABLE	1,072.08	1,072.08
721-53111-721	CONTRACTUAL SERVICES	167.00	0.00
721-53561-721	PHONE & INTERNET	45.21	0.00
812-53862-112	CLAIMS EXPENSE	20,539.44	20,539.44
	Grand Total:	638,060.66	182,626.76

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	638,025.25	182,626.76
6002053561	35.41	0.00
	Grand Total:	638,060.66

UTILITY REFUNDS 6-19-23

Account #	Contact	Service Address	Refund Amount
080-5243-03	RUSSELL W KNIGHT JR	1907 3RD AVE SCOTTSBLUFF NE 69361	9.85
025-1683-01	JANET FRANKE	1819 AVE O SCOTTSBLUFF NE 69361	80
080-3779-02	SAMUEL P BRADLEY	2305 3RD AVE SCOTTSBLUFF NE 69361	24.21
010-2309-06	BARRY SCOTT PEYTON	2618 AVE E SCOTTSBLUFF NE 69361	35.24
065-5601-03	LAURA FORTNEY	1321 IDLEWYLDE DR SCOTTSBLUFF NE 69361	2.81
035-5048-08	IMELDA PIZANO	406 W 14TH ST SCOTTSBLUFF NE 69361	16.25
005-5730-09	BAILEE MOORE	334 W 19TH ST SCOTTSBLUFF NE 69361	24.65
035-5251-08	JESSY VALENTINE	124 W OVERLAND SCOTTSBLUFF NE 69361	11.01
005-4965-03	FRED & JACOB KRIEG	116 W 21ST ST SCOTTSBLUFF NE 69361	32.19
9			\$236.21

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Fin Rep1

Council to receive the May 2023 Financial Report.

Staff Contact: Liz Loutzenhiser, Finance Director

City of Scottsbluff
FUND EQUITY IN CASH - YEAR TO DATE
FOR THE EIGHT MONTHS ENDED MAY 31, 2023 AND 2022

Fund	Fund #	OCTOBER 1, 2021		OCTOBER 1, 2022	
		MAY 31, 2022		MAY 31, 2023	
		NET CHANGE IN CASH		NET CHANGE IN CASH	
General	111	\$ 408,199.01	\$	124,890.80	
Regional Library	211	(44,625.85)	\$	(658.01)	
Transportation	212	(1,641,441.73)	\$	(149,036.55)	DEBT PAYMENTS - 42ND STREET & 2020 CHIP SEAL
Cemetery	213	(6,482.54)	\$	(70,102.21)	OPERATIONS
Cemetery Perp Care	214	(33,726.41)	\$	(75,771.45)	TRANSFER TO CEMETERY OPERATING
Special Projects	215	(223,738.95)	\$	(36,399.04)	HAIL INS REPAIRS, RBOT PAID TO MALL OWNER
Business Improvement	216	17,503.72	\$	(6,123.57)	SNOW REMOVAL AND TRASH CLEAN UP
Public Safety	218	42,144.63	\$	119,701.09	
Scb Industrial Sites	219	(289.04)	\$	(39,927.95)	PURCHASE LOT 27TH & I
Keno	223	37,638.95	\$	(4,557.48)	PURCHASE PLAYGROUND EQUIP
Economic Development	224	(194,354.01)	\$	73,085.35	
Mutual Fire Organization	225	27,487.82	\$	(5,099.49)	BUDGETED CAPITAL PURCHASES
Debt Service	311	799,742.13	\$	(45,065.65)	TAX ACCRUALS
TIF	321	230,812.80	\$	(23,707.99)	TIF BONDHOLDER PAYMENTS
CDBG	411	(130.66)	\$	13,229.81	
Leasing Corporation	412	(28.44)	\$	(322.04)	
Capital Projects	511	82,816.88	\$	524,387.64	
Environmental Services	621	127,698.17	\$	(656.39)	
Wastewater	631	325,960.20	\$	97,132.41	
Water	641	317,900.15	\$	21,526.25	
Electric	651	(6,069.76)	\$	(62,768.30)	LEASE ACCRUALS
Stormwater	661	(26,601.22)	\$	(108,027.19)	DEBT PAYMENT - 42ND STREET
GIS	721	(29,122.36)	\$	(40,345.68)	ANNUAL GIS SOFTWARE SUPPORT PAYMENT
Central Garage	725	476,452.81	\$	(0.01)	
Unemployment Comp	811	(280.42)	\$	(3,164.78)	PAYMENTS TO STATE
Health Insurance	812	132,550.61	\$	380,232.02	
TOTAL		\$ 820,016.49	\$	682,451.59	

City of Scottsbluff

Fund Equity in Cash May 31, 2023

Fund	Fund #	2 YRS PRIOR May 31, 2021	PRIOR YEAR May 31, 2022	PRIOR MONTH April 30, 2023	CURRENT MONTH May 31, 2023	MONTHLY CHANGE IN CASH	
General	111	\$ 7,931,265.76	\$ 8,353,408.13	\$ 8,681,225.72	\$ 8,872,148.21	\$ 190,922.49	
Regional Library	211	56,847.33	14,738.61	14,113.07	14,144.76	\$ 31.69	
Transportation	212	3,886,963.87	2,146,278.00	1,908,396.69	2,139,651.42	\$ 231,254.73	1st half property taxes rec'd
Cemetery	213	142,769.06	238,346.73	184,566.82	171,411.72	\$ (13,155.10)	operations
Cemetery Perp Care	214	730,747.83	592,590.25	451,749.72	470,689.49	\$ 18,939.77	
Special Projects	215	764,416.47	1,774,318.85	2,834,554.84	2,849,362.27	\$ 14,807.43	
Business Improvement	216	293,428.84	315,157.84	303,271.19	314,588.74	\$ 11,317.55	
Public Safety	217	325,141.67	395,782.60	476,246.15	592,023.06	\$ 115,776.91	1st half property taxes rec'd
Scb Industrial Sites	218	71,542.58	71,461.60	31,773.36	31,844.71	\$ 71.35	
Keno	222	175,864.62	228,673.42	226,970.76	231,708.65	\$ 4,737.89	
Economic Development	223	2,312,489.69	1,925,215.95	1,895,933.85	2,043,335.36	\$ 147,401.51	
Mutual Fire Organization	224	499,980.45	517,790.56	572,096.82	555,481.41	\$ (16,615.41)	budgeted capital expenditures
Debt Service	311	3,281,069.38	4,463,698.86	4,809,250.92	4,831,424.94	\$ 22,174.02	
TIF	321	336,673.43	438,458.01	262,930.85	467,997.05	\$ 205,066.20	TIF property taxes rec'd
CDBG	411	32,478.38	32,442.18	29,891.97	29,783.20	\$ (108.77)	
Leasing Corporation	412	7,066.92	7,059.03	6,741.56	6,756.70	\$ 15.14	
Capital Projects	511	125,947.09	168,248.07	417,852.22	728,793.34	\$ 310,941.12	1st half property taxes rec'd
Environmental Services	621	3,565,676.09	3,404,780.48	2,949,262.18	3,143,152.32	\$ 193,890.14	
Wastewater	631	3,020,011.56	2,951,871.84	3,038,147.85	2,903,803.04	\$ (134,344.81)	Influent sewer main reline project
Water	641	3,689,668.20	4,565,174.11	5,100,239.43	5,208,909.58	\$ 108,670.15	
Electric	651	1,517,600.03	1,515,943.65	1,456,503.29	1,459,774.00	\$ 3,270.71	
Stormwater	661	618,292.27	637,244.28	627,415.15	568,534.02	\$ (58,881.13)	debt payment 42nd Street
GIS	721	92,890.96	65,456.91	35,866.79	27,456.57	\$ (8,410.22)	internal service fund
Central Garage	725	(525,546.45)	0.01	-	-	\$ -	
Unemployment Comp	811	70,105.48	70,028.93	67,018.48	67,168.98	\$ 150.50	
Health Insurance	812	3,134,720.80	3,443,436.47	3,809,720.37	3,812,462.50	\$ 2,742.13	
TOTAL		\$ 36,158,112.31	\$ 38,337,605.37	\$ 40,191,740.05	\$ 41,542,406.04	\$ 1,350,665.99	



Budget Report Account Summary

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - GENERAL						
Department: 000 - NULL						
Category: 400 - Taxes						
111-41111-000	PROPERTY TAX-GENERAL	175,000.00	175,000.00	52,412.67	91,518.41	-83,481.59 47.70 %
111-41112-000	CITY SALES TAX	5,300,460.00	5,300,460.00	484,643.43	3,726,352.13	-1,574,107.87 29.70 %
111-41115-000	FRANCHISE TAX	410,118.00	410,118.00	26,122.00	315,232.05	-94,885.95 23.14 %
111-41116-000	OTHER OCCUPATION TAX	20,000.00	20,000.00	3,380.00	20,555.00	555.00 102.78 %
111-41117-000	HOTEL OCCUPATION TAX	250,000.00	250,000.00	30,741.12	190,107.18	-59,892.82 23.96 %
111-41118-000	HOMESTEAD EXEMPTION	45,000.00	45,000.00	16,617.85	50,555.92	5,555.92 112.35 %
111-41119-000	PRORATE MTR VEH TAX	4,200.00	4,200.00	199.03	5,953.72	1,753.72 141.76 %
111-41130-000	STATE PROP. TAX CREDIT	6,000.00	6,000.00	0.00	7,960.70	1,960.70 132.68 %
111-41131-000	IN LIEU OF TAXES	65,000.00	65,000.00	0.00	105,426.09	40,426.09 162.19 %
111-41141-000	MOTOR VEHICLE TAX	20,000.00	20,000.00	1,773.03	15,396.08	-4,603.92 23.02 %
	Category: 400 - Taxes Total:	6,295,778.00	6,295,778.00	615,889.13	4,529,057.28	-1,766,720.72 28.06 %
Category: 412 - Intergovernmental						
111-41120-000	MUNI EQUALIZATION PMT	117,488.00	117,488.00	0.00	40,971.69	-76,516.31 65.13 %
	Category: 412 - Intergovernmental Total:	117,488.00	117,488.00	0.00	40,971.69	-76,516.31 65.13 %
Category: 460 - Investment Income						
111-47111-000	INTEREST EARNINGS	30,000.00	30,000.00	19,878.57	126,479.17	96,479.17 421.60 %
	Category: 460 - Investment Income Total:	30,000.00	30,000.00	19,878.57	126,479.17	96,479.17 321.60 %
Category: 470 - Miscellaneous Revenues						
111-49111-000	MISCELLANEOUS	0.00	0.00	40.57	185.44	185.44 0.00 %
	Category: 470 - Miscellaneous Revenues Total:	0.00	0.00	40.57	185.44	185.44 0.00 %
Category: 480 - Other Financing Uses						
111-45909-000	TRANSFER FROM ELECTRIC	3,039,635.00	3,039,635.00	258,067.62	2,301,575.92	-738,059.08 24.28 %
	Category: 480 - Other Financing Uses Total:	3,039,635.00	3,039,635.00	258,067.62	2,301,575.92	-738,059.08 24.28 %
	Department: 000 - NULL Total:	9,482,901.00	9,482,901.00	893,875.89	6,998,269.50	-2,484,631.50 26.20 %
Department: 111 - FINANCE						
Category: 470 - Miscellaneous Revenues						
111-49111-111	MISCELLANEOUS	100,000.00	100,000.00	49,088.06	118,039.43	18,039.43 118.04 %
	Category: 470 - Miscellaneous Revenues Total:	100,000.00	100,000.00	49,088.06	118,039.43	18,039.43 118.04 %
Category: 500 - Personnel						
111-51111-111	REGULAR SALARIES	94,316.57	94,316.57	5,293.70	44,500.12	49,816.45 52.82 %
111-51131-111	PART-TIME SALARIES	38,220.00	38,220.00	2,001.60	16,023.24	22,196.76 58.08 %
111-51211-111	SOCIAL SECURITY	10,139.00	10,139.00	529.06	4,402.69	5,736.31 56.58 %
111-51221-111	RETIREMENT	3,981.84	3,981.84	238.62	1,706.88	2,274.96 57.13 %
111-51231-111	HEALTH INSURANCE	33,537.98	33,537.98	1,278.54	10,226.71	23,311.27 69.51 %
111-51241-111	LIFE INSURANCE	203.50	203.50	0.00	57.14	146.36 71.92 %
111-51261-111	WORKERS COMPENSATION	590.00	590.00	-65.58	522.05	67.95 11.52 %
	Category: 500 - Personnel Total:	180,988.89	180,988.89	9,275.94	77,438.83	103,550.06 57.21 %
Category: 503 - Supplies						
111-52111-111	DEPARTMENT SUPPLIES	10,000.00	10,000.00	494.19	7,447.87	2,552.13 25.52 %
111-52121-111	JANITORIAL SUPPLIES	0.00	0.00	0.00	76.00	-76.00 0.00 %
111-52211-111	PUBLICATIONS	350.00	350.00	0.00	0.00	350.00 100.00 %
111-52311-111	MEMBERSHIPS	1,000.00	1,000.00	155.00	620.00	380.00 38.00 %
111-52411-111	POSTAGE	3,000.00	3,000.00	0.00	2,000.00	1,000.00 33.33 %
111-52511-111	GASOLINE	150.00	150.00	0.00	0.00	150.00 100.00 %
111-52521-111	OTHER FUEL	750.00	750.00	0.00	0.00	750.00 100.00 %
	Category: 503 - Supplies Total:	15,250.00	15,250.00	649.19	10,143.87	5,106.13 33.48 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Category: 504 - Contract Services						
111-53111-111	CONTRACTUAL SERVICES	2,000.00	2,000.00	90.00	4,691.16	-2,691.16 -134.56 %
111-53161-111	LEGAL PUBLICATIONS	250.00	250.00	0.00	40.38	209.62 83.85 %
111-53311-111	AUDIT	4,500.00	4,500.00	0.00	4,140.00	360.00 8.00 %
111-53421-111	BUILDING MAINTENANCE	10,000.00	10,000.00	372.71	1,308.33	8,691.67 86.92 %
111-53441-111	EQUIPMENT MAINTENANCE	1,500.00	1,500.00	317.93	1,964.57	-464.57 -30.97 %
111-53451-111	VEHICLE MAINTENANCE	750.00	750.00	644.58	814.24	-64.24 -8.57 %
111-53471-111	GROUNDS MAINTENANCE	0.00	0.00	0.00	-12.09	12.09 0.00 %
111-53511-111	ELECTRICITY	7,500.00	7,500.00	344.13	3,318.12	4,181.88 55.76 %
111-53521-111	HEATING FUEL	2,000.00	2,000.00	265.43	2,064.85	-64.85 -3.24 %
111-53561-111	PHONE & INTERNET	3,000.00	3,000.00	251.23	1,714.52	1,285.48 42.85 %
111-53631-111	RENT-MACHINES	1,200.00	1,200.00	0.00	0.00	1,200.00 100.00 %
111-53711-111	SCHOOL & CONFERENCE	6,000.00	6,000.00	0.00	3,977.10	2,022.90 33.72 %
111-53811-111	BONDING	1,500.00	1,500.00	0.00	1,312.50	187.50 12.50 %
111-53821-111	PROP & EQUIP INSURANCE	7,259.00	7,259.00	0.00	6,485.81	773.19 10.65 %
111-53831-111	LIABILITY INSURANCE	25,975.00	25,975.00	950.00	25,368.30	606.70 2.34 %
111-53841-111	VEHICLE INSURANCE	760.00	760.00	0.00	463.11	296.89 39.06 %
111-59611-111	BAD DEBT EXPENSE	500.00	500.00	168.30	687.44	-187.44 -37.49 %
Category: 504 - Contract Services Total:		74,694.00	74,694.00	3,404.31	58,338.34	16,355.66 21.90 %
Category: 550 - Capital Outlay						
111-54311-111	STRUCTURES	100,000.00	100,000.00	0.00	73,858.00	26,142.00 26.14 %
Category: 550 - Capital Outlay Total:		100,000.00	100,000.00	0.00	73,858.00	26,142.00 26.14 %
Department: 111 - FINANCE Surplus (Deficit):		-270,932.89	-270,932.89	35,758.62	-101,739.61	169,193.28 62.45 %
Department: 112 - PERSONNEL						
Category: 500 - Personnel						
111-51111-112	REGULAR SALARIES	14,515.00	14,515.00	960.72	8,229.12	6,285.88 43.31 %
111-51211-112	SOCIAL SECURITY	1,110.00	1,110.00	72.62	622.52	487.48 43.92 %
111-51221-112	RETIREMENT	871.00	871.00	57.64	407.26	463.74 53.24 %
111-51231-112	HEALTH INSURANCE	2,719.00	2,719.00	226.50	1,812.00	907.00 33.36 %
111-51241-112	LIFE INSURANCE	17.00	17.00	0.00	9.84	7.16 42.12 %
Category: 500 - Personnel Total:		19,232.00	19,232.00	1,317.48	11,080.74	8,151.26 42.38 %
Category: 503 - Supplies						
111-52111-112	DEPARTMENT SUPPLIES	800.00	800.00	779.98	1,028.19	-228.19 -28.52 %
111-52211-112	PUBLICATIONS	200.00	200.00	0.00	0.00	200.00 100.00 %
111-52225-112	SUBSCRIPTIONS	1,000.00	1,000.00	0.00	0.00	1,000.00 100.00 %
111-52311-112	MEMBERSHIPS	800.00	800.00	0.00	649.00	151.00 18.88 %
111-52411-112	POSTAGE	50.00	50.00	0.00	107.28	-57.28 -114.56 %
Category: 503 - Supplies Total:		2,850.00	2,850.00	779.98	1,784.47	1,065.53 37.39 %
Category: 504 - Contract Services						
111-53111-112	CONTRACTUAL SERVICES	10,000.00	10,000.00	733.00	6,809.98	3,190.02 31.90 %
111-53121-112	CONSULTING SERVICES	1,000.00	1,000.00	50.00	1,058.99	-58.99 -5.90 %
111-53161-112	LEGAL PUBLICATIONS	300.00	300.00	49.14	230.39	69.61 23.20 %
111-53561-112	PHONE & INTERNET	800.00	800.00	77.74	519.39	280.61 35.08 %
111-53711-112	SCHOOL & CONFERENCE	6,000.00	6,000.00	100.00	100.00	5,900.00 98.33 %
111-53741-112	TUITION SUPPORT	4,000.00	4,000.00	0.00	0.00	4,000.00 100.00 %
111-53913-112	RECRUITMENT	15,000.00	15,000.00	1,172.00	11,195.42	3,804.58 25.36 %
Category: 504 - Contract Services Total:		37,100.00	37,100.00	2,181.88	19,914.17	17,185.83 46.32 %
Department: 112 - PERSONNEL Total:		59,182.00	59,182.00	4,279.34	32,779.38	26,402.62 44.61 %
Department: 113 - COUNCIL						
Category: 500 - Personnel						
111-51131-113	PART-TIME SALARIES	19,600.00	19,600.00	1,507.68	12,815.28	6,784.72 34.62 %
111-51211-113	SOCIAL SECURITY	1,500.00	1,500.00	115.32	980.22	519.78 34.65 %
Category: 500 - Personnel Total:		21,100.00	21,100.00	1,623.00	13,795.50	7,304.50 34.62 %
Category: 503 - Supplies						
111-52111-113	DEPARTMENT SUPPLIES	500.00	500.00	0.00	695.62	-195.62 -39.12 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
111-52311-113	MEMBERSHIPS	2,000.00	2,000.00	0.00	1,652.00	348.00	17.40 %
	Category: 503 - Supplies Total:	2,500.00	2,500.00	0.00	2,347.62	152.38	6.10 %
	Category: 504 - Contract Services						
111-53711-113	SCHOOL & CONFERENCE	3,000.00	3,000.00	0.00	587.00	2,413.00	80.43 %
111-53721-113	BUSINESS TRAVEL	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
111-53811-113	BONDING	1,500.00	1,500.00	0.00	780.00	720.00	48.00 %
	Category: 504 - Contract Services Total:	5,500.00	5,500.00	0.00	1,367.00	4,133.00	75.15 %
	Category: 570 - Other Financing Uses						
111-58111-113	CONTINGENCY	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
	Category: 570 - Other Financing Uses Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
	Department: 113 - COUNCIL Total:	279,100.00	279,100.00	1,623.00	17,510.12	261,589.88	93.73 %
	Department: 114 - CITY MANAGER						
	Category: 500 - Personnel						
111-51111-114	REGULAR SALARIES	16,764.00	16,764.00	646.18	4,216.37	12,547.63	74.85 %
111-51211-114	SOCIAL SECURITY	1,282.00	1,282.00	46.84	325.62	956.38	74.60 %
111-51221-114	RETIREMENT	2,179.00	2,179.00	58.16	337.69	1,841.31	84.50 %
111-51231-114	HEALTH INSURANCE	1,813.00	1,813.00	90.60	540.00	1,273.00	70.22 %
111-51241-114	LIFE INSURANCE	11.00	11.00	0.00	1.47	9.53	86.64 %
	Category: 500 - Personnel Total:	22,049.00	22,049.00	841.78	5,421.15	16,627.85	75.41 %
	Category: 503 - Supplies						
111-52111-114	DEPARTMENT SUPPLIES	1,000.00	1,000.00	0.00	74.94	925.06	92.51 %
111-52311-114	MEMBERSHIPS	70,000.00	70,000.00	0.00	29,563.64	40,436.36	57.77 %
	Category: 503 - Supplies Total:	71,000.00	71,000.00	0.00	29,638.58	41,361.42	58.26 %
	Category: 504 - Contract Services						
111-53111-114	CONTRACTUAL SERVICES	120,000.00	120,000.00	6,264.61	49,397.02	70,602.98	58.84 %
111-53561-114	PHONE & INTERNET	750.00	750.00	36.43	257.65	492.35	65.65 %
111-53711-114	SCHOOL & CONFERENCE	5,000.00	5,000.00	0.00	687.00	4,313.00	86.26 %
111-53751-114	COMMUNITY DEVELOPMENT	100,000.00	100,000.00	0.00	40,295.93	59,704.07	59.70 %
111-53752-114	COMMUNITY PROGRAMMING	100,000.00	100,000.00	0.00	258.00	99,742.00	99.74 %
111-53811-114	BONDING	875.00	875.00	0.00	0.00	875.00	100.00 %
	Category: 504 - Contract Services Total:	326,625.00	326,625.00	6,301.04	90,895.60	235,729.40	72.17 %
	Department: 114 - CITY MANAGER Total:	419,674.00	419,674.00	7,142.82	125,955.33	293,718.67	69.99 %
	Department: 115 - CITY CLERK						
	Category: 470 - Miscellaneous Revenues						
111-49121-115	REFUND MISCELLANEOUS	0.00	0.00	58.35	362.09	362.09	0.00 %
	Category: 470 - Miscellaneous Revenues Total:	0.00	0.00	58.35	362.09	362.09	0.00 %
	Category: 500 - Personnel						
111-51111-115	REGULAR SALARIES	11,364.00	11,364.00	871.40	7,449.15	3,914.85	34.45 %
111-51211-115	SOCIAL SECURITY	869.00	869.00	63.80	546.39	322.61	37.12 %
111-51221-115	RETIREMENT	682.00	682.00	52.28	368.50	313.50	45.97 %
111-51231-115	HEALTH INSURANCE	2,719.00	2,719.00	226.50	1,812.00	907.00	33.36 %
111-51241-115	LIFE INSURANCE	17.00	17.00	0.00	9.83	7.17	42.18 %
	Category: 500 - Personnel Total:	15,651.00	15,651.00	1,213.98	10,185.87	5,465.13	34.92 %
	Category: 503 - Supplies						
111-52111-115	DEPARTMENT SUPPLIES	325.00	325.00	0.00	189.97	135.03	41.55 %
111-52311-115	MEMBERSHIPS	175.00	175.00	185.00	550.00	-375.00	-214.29 %
	Category: 503 - Supplies Total:	500.00	500.00	185.00	739.97	-239.97	-47.99 %
	Category: 504 - Contract Services						
111-53111-115	CONTRACTUAL SERVICES	500.00	500.00	39.99	1,719.92	-1,219.92	-243.98 %
111-53161-115	LEGAL PUBLICATIONS	5,500.00	5,500.00	483.11	3,810.83	1,689.17	30.71 %
111-53561-115	PHONE & INTERNET	500.00	500.00	39.84	274.58	225.42	45.08 %
111-53711-115	SCHOOL & CONFERENCE	500.00	500.00	0.00	874.22	-374.22	-74.84 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
111-53811-115	BONDING	875.00	875.00	0.00	1,312.50	-437.50	-50.00 %
	Category: 504 - Contract Services Total:	7,875.00	7,875.00	562.94	7,992.05	-117.05	-1.49 %
	Department: 115 - CITY CLERK Surplus (Deficit):	-24,026.00	-24,026.00	-1,903.57	-18,555.80	5,470.20	22.77 %
	Department: 116 - IT						
	Category: 503 - Supplies						
111-52111-116	DEPARTMENT SUPPLIES	42,000.00	42,000.00	0.00	8,505.10	33,494.90	79.75 %
	Category: 503 - Supplies Total:	42,000.00	42,000.00	0.00	8,505.10	33,494.90	79.75 %
	Category: 504 - Contract Services						
111-53111-116	CONTRACTUAL SERVICES	80,000.00	80,000.00	3,936.00	54,232.81	25,767.19	32.21 %
111-53561-116	PHONE & INTERNET	2,000.00	2,000.00	160.00	1,120.00	880.00	44.00 %
	Category: 504 - Contract Services Total:	82,000.00	82,000.00	4,096.00	55,352.81	26,647.19	32.50 %
	Category: 550 - Capital Outlay						
111-54411-116	EQUIPMENT	20,000.00	20,000.00	9,585.73	9,585.73	10,414.27	52.07 %
	Category: 550 - Capital Outlay Total:	20,000.00	20,000.00	9,585.73	9,585.73	10,414.27	52.07 %
	Department: 116 - IT Total:	144,000.00	144,000.00	13,681.73	73,443.64	70,556.36	49.00 %
	Department: 121 - DEVELOPMENT SERVICES						
	Category: 420 - Charges for Services						
111-42301-121	FILING FEES	2,500.00	2,500.00	350.00	900.00	-1,600.00	64.00 %
111-42302-121	PERMITS	75,000.00	75,000.00	5,677.50	70,979.90	-4,020.10	5.36 %
	Category: 420 - Charges for Services Total:	77,500.00	77,500.00	6,027.50	71,879.90	-5,620.10	7.25 %
	Category: 470 - Miscellaneous Revenues						
111-49111-121	MISCELLANEOUS	0.00	0.00	0.00	707.00	707.00	0.00 %
	Category: 470 - Miscellaneous Revenues Total:	0.00	0.00	0.00	707.00	707.00	0.00 %
	Category: 500 - Personnel						
111-51111-121	REGULAR SALARIES	186,227.00	186,227.00	12,514.88	109,361.07	76,865.93	41.28 %
111-51211-121	SOCIAL SECURITY	14,246.00	14,246.00	879.74	7,944.20	6,301.80	44.24 %
111-51221-121	RETIREMENT	9,331.00	9,331.00	632.70	4,406.81	4,924.19	52.77 %
111-51231-121	HEALTH INSURANCE	48,947.00	48,947.00	3,850.50	31,775.67	17,171.33	35.08 %
111-51241-121	LIFE INSURANCE	297.00	297.00	0.00	150.84	146.16	49.21 %
111-51261-121	WORKERS COMPENSATION	1,838.00	1,838.00	980.28	4,418.13	-2,580.13	-140.38 %
	Category: 500 - Personnel Total:	260,886.00	260,886.00	18,858.10	158,056.72	102,829.28	39.42 %
	Category: 503 - Supplies						
111-52111-121	DEPARTMENT SUPPLIES	5,000.00	5,000.00	20.00	865.90	4,134.10	82.68 %
111-52222-121	BOOKS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
111-52311-121	MEMBERSHIPS	1,000.00	1,000.00	0.00	40.00	960.00	96.00 %
111-52511-121	GASOLINE	1,000.00	1,000.00	0.00	499.45	500.55	50.06 %
	Category: 503 - Supplies Total:	8,000.00	8,000.00	20.00	1,405.35	6,594.65	82.43 %
	Category: 504 - Contract Services						
111-53111-121	CONTRACTUAL SERVICES	46,000.00	46,000.00	1,868.00	10,542.50	35,457.50	77.08 %
111-53161-121	LEGAL PUBLICATIONS	1,500.00	1,500.00	23.28	225.63	1,274.37	84.96 %
111-53211-121	LEGAL FEES	100.00	100.00	0.00	44.00	56.00	56.00 %
111-53421-121	BUILDING MAINTENANCE	0.00	0.00	415.37	415.37	-415.37	0.00 %
111-53441-121	EQUIPMENT MAINTENANCE	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
111-53451-121	VEHICLE MAINTENANCE	1,000.00	1,000.00	93.00	93.00	907.00	90.70 %
111-53561-121	PHONE & INTERNET	2,500.00	2,500.00	153.32	1,182.73	1,317.27	52.69 %
111-53711-121	SCHOOL & CONFERENCE	5,000.00	5,000.00	0.00	1,831.40	3,168.60	63.37 %
111-53831-121	LIABILITY INSURANCE	22,758.00	22,758.00	0.00	23,356.04	-598.04	-2.63 %
111-53841-121	VEHICLE INSURANCE	392.00	392.00	0.00	385.24	6.76	1.72 %
	Category: 504 - Contract Services Total:	80,250.00	80,250.00	2,552.97	38,075.91	42,174.09	52.55 %
	Department: 121 - DEVELOPMENT SERVICES Surplus (Deficit):	-271,636.00	-271,636.00	-15,403.57	-124,951.08	146,684.92	54.00 %
	Department: 141 - FIRE						
	Category: 412 - Intergovernmental						
111-43105-141	GRANT	0.00	0.00	0.00	3,283.79	3,283.79	0.00 %
	Category: 412 - Intergovernmental Total:	0.00	0.00	0.00	3,283.79	3,283.79	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Category: 420 - Charges for Services						
111-42501-141	FIRE INSPECTIONS	2,500.00	2,500.00	605.00	1,094.00	-1,406.00 56.24 %
Category: 420 - Charges for Services Total:		2,500.00	2,500.00	605.00	1,094.00	-1,406.00 56.24 %
Category: 500 - Personnel						
111-51111-141	REGULAR SALARIES	1,216,476.28	1,216,476.28	85,960.10	745,420.63	471,055.65 38.72 %
111-51121-141	OVERTIME SALARIES	59,110.62	59,110.62	3,130.90	51,863.01	7,247.61 12.26 %
111-51211-141	SOCIAL SECURITY	22,170.05	22,170.05	1,477.03	13,203.89	8,966.16 40.44 %
111-51221-141	RETIREMENT	152,216.04	152,216.04	276.72	60,540.60	91,675.44 60.23 %
111-51231-141	HEALTH INSURANCE	308,186.88	308,186.88	25,570.00	199,315.00	108,871.88 35.33 %
111-51241-141	LIFE INSURANCE	1,870.00	1,870.00	0.00	1,081.08	788.92 42.19 %
111-51261-141	WORKERS COMPENSATION	45,973.00	45,973.00	460.61	50,636.02	-4,663.02 -10.14 %
Category: 500 - Personnel Total:		1,806,002.87	1,806,002.87	116,875.36	1,122,060.23	683,942.64 37.87 %
Category: 503 - Supplies						
111-52111-141	DEPARTMENT SUPPLIES	26,000.00	26,000.00	1,713.74	13,454.18	12,545.82 48.25 %
111-52121-141	JANITORIAL SUPPLIES	500.00	500.00	83.90	450.94	49.06 9.81 %
111-52181-141	UNIFORMS & CLOTHING	8,000.00	8,000.00	0.00	7,548.82	451.18 5.64 %
111-52211-141	PUBLICATIONS	200.00	200.00	0.00	179.29	20.71 10.36 %
111-52311-141	MEMBERSHIPS	1,800.00	1,800.00	50.00	937.00	863.00 47.94 %
111-52411-141	POSTAGE	200.00	200.00	0.00	53.82	146.18 73.09 %
111-52511-141	GASOLINE	4,200.00	4,200.00	318.96	1,253.37	2,946.63 70.16 %
111-52521-141	OTHER FUEL	18,000.00	18,000.00	1,281.50	9,793.74	8,206.26 45.59 %
Category: 503 - Supplies Total:		58,900.00	58,900.00	3,448.10	33,671.16	25,228.84 42.83 %
Category: 504 - Contract Services						
111-53111-141	CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	8,151.33	-3,151.33 -63.03 %
111-53161-141	LEGAL PUBLICATIONS	100.00	100.00	26.86	26.86	73.14 73.14 %
111-53211-141	LEGAL FEES	100.00	100.00	0.00	0.00	100.00 100.00 %
111-53421-141	BUILDING MAINTENANCE	5,000.00	5,000.00	4,186.71	5,260.65	-260.65 -5.21 %
111-53441-141	EQUIPMENT MAINTENANCE	5,000.00	5,000.00	0.00	1,417.55	3,582.45 71.65 %
111-53451-141	VEHICLE MAINTENANCE	25,000.00	25,000.00	984.81	6,469.44	18,530.56 74.12 %
111-53511-141	ELECTRICITY	10,750.00	10,750.00	694.62	5,846.95	4,903.05 45.61 %
111-53521-141	HEATING FUEL	2,200.00	2,200.00	201.03	1,696.53	503.47 22.89 %
111-53561-141	PHONE & INTERNET	4,000.00	4,000.00	362.08	2,399.01	1,600.99 40.02 %
111-53571-141	CELLULAR PHONE	4,000.00	4,000.00	272.40	2,193.24	1,806.76 45.17 %
111-53711-141	SCHOOL & CONFERENCE	17,000.00	17,000.00	0.00	8,478.66	8,521.34 50.13 %
111-53821-141	PROP & EQUIP INSURANCE	4,560.00	4,560.00	0.00	4,116.94	443.06 9.72 %
111-53831-141	LIABILITY INSURANCE	9,600.00	9,600.00	0.00	10,240.25	-640.25 -6.67 %
111-53841-141	VEHICLE INSURANCE	16,490.00	16,490.00	0.00	15,270.15	1,219.85 7.40 %
Category: 504 - Contract Services Total:		108,800.00	108,800.00	6,728.51	71,567.56	37,232.44 34.22 %
Department: 141 - FIRE Surplus (Deficit):		-1,971,202.87	-1,971,202.87	-126,446.97	-1,222,921.16	748,281.71 37.96 %
Department: 142 - POLICE						
Category: 420 - Charges for Services						
111-42111-142	PHOTOCOPIES	2,500.00	2,500.00	333.00	2,760.75	260.75 110.43 %
111-42401-142	VEHICLE IMPOUNDING FEES	10,000.00	10,000.00	1,240.00	16,470.40	6,470.40 164.70 %
111-42402-142	FIREARMS RANGE FEES	500.00	500.00	0.00	0.00	-500.00 100.00 %
111-42403-142	FINGER PRINTS	500.00	500.00	67.50	640.00	140.00 128.00 %
111-42404-142	HANDGUN PERMITS	1,000.00	1,000.00	80.00	822.50	-177.50 17.75 %
111-42405-142	ALCOHOL TESTS	4,000.00	4,000.00	0.00	2,597.00	-1,403.00 35.08 %
111-42406-142	ALARMS	2,000.00	2,000.00	25.00	700.00	-1,300.00 65.00 %
111-42407-142	WITNESS FEES	300.00	300.00	0.00	67.50	-232.50 77.50 %
111-42410-142	POLICE SERV-TERRYTOWN	130,000.00	130,000.00	0.00	75,833.31	-54,166.69 41.67 %
111-42412-142	ATV PERMITS	200.00	200.00	75.00	450.00	250.00 225.00 %
111-43153-142	SCHOOL SRO MATCH	130,000.00	130,000.00	0.00	68,494.74	-61,505.26 47.31 %
Category: 420 - Charges for Services Total:		281,000.00	281,000.00	1,820.50	168,836.20	-112,163.80 39.92 %
Category: 470 - Miscellaneous Revenues						
111-46131-142	SALE OF ASSETS	0.00	0.00	1,695.68	27,545.24	27,545.24 0.00 %
111-49111-142	MISCELLANEOUS	0.00	0.00	123.00	28,306.00	28,306.00 0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
111-49224-142	REIMBURSEMENT-SCHOOL	0.00	0.00	0.00	9,252.03	9,252.03	0.00 %
	Category: 470 - Miscellaneous Revenues Total:	0.00	0.00	1,818.68	65,103.27	65,103.27	0.00 %
	Category: 500 - Personnel						
111-51111-142	REGULAR SALARIES	2,694,063.00	2,694,063.00	175,339.66	1,493,316.82	1,200,746.18	44.57 %
111-51121-142	OVERTIME SALARIES	200,000.00	200,000.00	21,976.97	200,796.55	-796.55	-0.40 %
111-51131-142	PART-TIME SALARIES	28,428.00	28,428.00	3,255.00	23,636.25	4,791.75	16.86 %
111-51211-142	SOCIAL SECURITY	223,571.00	223,571.00	14,177.82	122,463.05	101,107.95	45.22 %
111-51221-142	RETIREMENT	195,995.00	195,995.00	13,429.70	95,623.24	100,371.76	51.21 %
111-51231-142	HEALTH INSURANCE	688,888.00	688,888.00	51,744.00	400,705.78	288,182.22	41.83 %
111-51241-142	LIFE INSURANCE	4,180.00	4,180.00	0.00	2,182.40	1,997.60	47.79 %
111-51261-142	WORKERS COMPENSATION	81,024.00	81,024.00	3,000.62	97,424.89	-16,400.89	-20.24 %
111-51281-142	DISABILITY INSURANCE	5,907.00	5,907.00	436.35	3,525.52	2,381.48	40.32 %
	Category: 500 - Personnel Total:	4,122,056.00	4,122,056.00	283,360.12	2,439,674.50	1,682,381.50	40.81 %
	Category: 503 - Supplies						
111-52111-142	DEPARTMENT SUPPLIES	16,275.00	16,275.00	1,143.89	9,867.28	6,407.72	39.37 %
111-52121-142	JANITORIAL SUPPLIES	600.00	600.00	83.90	450.95	149.05	24.84 %
111-52161-142	FIREARMS RANGE SUPPLIES	1,000.00	1,000.00	0.00	1,151.30	-151.30	-15.13 %
111-52162-142	FIREARMS SUPPLIES	8,100.00	8,100.00	0.00	3,131.00	4,969.00	61.35 %
111-52163-142	INVESTIGATIVE EXPENSES	13,000.00	13,000.00	862.62	3,233.54	9,766.46	75.13 %
111-52181-142	UNIFORMS & CLOTHING	16,000.00	16,000.00	978.40	9,002.90	6,997.10	43.73 %
111-52211-142	PUBLICATIONS	650.00	650.00	0.00	632.35	17.65	2.72 %
111-52311-142	MEMBERSHIPS	1,000.00	1,000.00	130.00	1,118.00	-118.00	-11.80 %
111-52411-142	POSTAGE	4,900.00	4,900.00	0.00	3,773.85	1,126.15	22.98 %
111-52511-142	GASOLINE	70,000.00	70,000.00	3,986.83	31,964.00	38,036.00	54.34 %
	Category: 503 - Supplies Total:	131,525.00	131,525.00	7,185.64	64,325.17	67,199.83	51.09 %
	Category: 504 - Contract Services						
111-53111-142	CONTRACTUAL SERVICES	155,000.00	155,000.00	13,157.53	98,339.85	56,660.15	36.55 %
111-53121-142	CONSULTING SERVICES	2,000.00	2,000.00	140.00	1,273.24	726.76	36.34 %
111-53161-142	LEGAL PUBLICATIONS	1,000.00	1,000.00	64.52	309.84	690.16	69.02 %
111-53211-142	LEGAL FEES	7,000.00	7,000.00	385.32	2,960.20	4,039.80	57.71 %
111-53421-142	BUILDING MAINTENANCE	5,000.00	5,000.00	4,186.70	5,358.63	-358.63	-7.17 %
111-53441-142	EQUIPMENT MAINTENANCE	12,000.00	12,000.00	388.91	3,034.52	8,965.48	74.71 %
111-53451-142	VEHICLE MAINTENANCE	40,000.00	40,000.00	2,285.74	47,894.05	-7,894.05	-19.74 %
111-53511-142	ELECTRICITY	12,000.00	12,000.00	756.30	6,282.74	5,717.26	47.64 %
111-53521-142	HEATING FUEL	3,000.00	3,000.00	284.66	2,336.90	663.10	22.10 %
111-53561-142	PHONE & INTERNET	25,000.00	25,000.00	2,710.69	18,767.77	6,232.23	24.93 %
111-53631-142	RENT-MACHINES	1,000.00	1,000.00	0.00	439.12	560.88	56.09 %
111-53711-142	SCHOOL & CONFERENCE	28,000.00	28,000.00	635.00	11,249.60	16,750.40	59.82 %
111-53811-142	BONDING	850.00	850.00	70.00	250.00	600.00	70.59 %
111-53821-142	PROP & EQUIP INSURANCE	6,779.00	6,779.00	0.00	7,550.88	-771.88	-11.39 %
111-53831-142	LIABILITY INSURANCE	58,545.00	58,545.00	0.00	58,097.04	447.96	0.77 %
111-53841-142	VEHICLE INSURANCE	21,781.00	21,781.00	0.00	10,734.05	11,046.95	50.72 %
111-59611-142	BAD DEBT EXPENSE	1,050.00	1,050.00	0.00	50.00	1,000.00	95.24 %
	Category: 504 - Contract Services Total:	380,005.00	380,005.00	25,065.37	274,928.43	105,076.57	27.65 %
	Department: 142 - POLICE Surplus (Deficit):	-4,352,586.00	-4,352,586.00	-311,971.95	-2,544,988.63	1,807,597.37	41.53 %
	Department: 143 - EMERGENCY MANAGEMENT						
	Category: 503 - Supplies						
111-52111-143	DEPARTMENT SUPPLIES	0.00	0.00	1,434.72	1,434.72	-1,434.72	0.00 %
	Category: 503 - Supplies Total:	0.00	0.00	1,434.72	1,434.72	-1,434.72	0.00 %
	Category: 504 - Contract Services						
111-53111-143	CONTRACTUAL SERVICES	33,113.71	33,113.71	7,611.32	20,566.91	12,546.80	37.89 %
111-53511-143	ELECTRICITY	3,000.00	3,000.00	226.83	1,814.99	1,185.01	39.50 %
111-53821-143	PROP & EQUIP INSURANCE	50.00	50.00	0.00	47.50	2.50	5.00 %
	Category: 504 - Contract Services Total:	36,163.71	36,163.71	7,838.15	22,429.40	13,734.31	37.98 %
	Department: 143 - EMERGENCY MANAGEMENT Total:	36,163.71	36,163.71	9,272.87	23,864.12	12,299.59	34.01 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 151 - LIBRARY						
Category: 412 - Intergovernmental						
111-43105-151	GRANT	0.00	0.00	2,326.00	2,326.00	2,326.00 0.00 %
Category: 412 - Intergovernmental Total:		0.00	0.00	2,326.00	2,326.00	2,326.00 0.00 %
Category: 420 - Charges for Services						
111-42111-151	PHOTOCOPIES	5,000.00	5,000.00	466.93	3,874.82	-1,125.18 22.50 %
111-42112-151	LOST BOOKS & FINES	1,000.00	1,000.00	292.45	1,282.62	282.62 128.26 %
Category: 420 - Charges for Services Total:		6,000.00	6,000.00	759.38	5,157.44	-842.56 14.04 %
Category: 470 - Miscellaneous Revenues						
111-49111-151	MISCELLANEOUS	0.00	0.00	26.20	4,902.01	4,902.01 0.00 %
111-49121-151	REFUND MISCELLANEOUS	0.00	0.00	0.00	2.85	2.85 0.00 %
Category: 470 - Miscellaneous Revenues Total:		0.00	0.00	26.20	4,904.86	4,904.86 0.00 %
Category: 500 - Personnel						
111-51111-151	REGULAR SALARIES	349,644.00	349,644.00	21,576.81	186,705.33	162,938.67 46.60 %
111-51131-151	PART-TIME SALARIES	83,332.00	83,332.00	7,171.84	56,773.90	26,558.10 31.87 %
111-51211-151	SOCIAL SECURITY	33,123.00	33,123.00	2,130.11	18,137.24	14,985.76 45.24 %
111-51221-151	RETIREMENT	17,385.00	17,385.00	1,086.50	8,513.24	8,871.76 51.03 %
111-51231-151	HEALTH INSURANCE	130,526.00	130,526.00	9,795.00	78,290.00	52,236.00 40.02 %
111-51241-151	LIFE INSURANCE	770.00	770.00	0.00	425.88	344.12 44.69 %
111-51261-151	WORKERS COMPENSATION	394.00	394.00	-48.80	428.24	-34.24 -8.69 %
Category: 500 - Personnel Total:		615,174.00	615,174.00	41,711.46	349,273.83	265,900.17 43.22 %
Category: 503 - Supplies						
111-52111-151	DEPARTMENT SUPPLIES	14,000.00	14,000.00	1,225.53	7,315.21	6,684.79 47.75 %
111-52121-151	JANITORIAL SUPPLIES	6,000.00	6,000.00	198.22	3,462.96	2,537.04 42.28 %
111-52221-151	AUDIOVISUAL SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00 100.00 %
111-52222-151	COLLECTIONS	37,000.00	37,000.00	3,372.07	14,783.47	22,216.53 60.04 %
111-52223-151	PROGRAMMING	7,000.00	7,000.00	3,554.94	7,751.19	-751.19 -10.73 %
111-52225-151	SUBSCRIPTIONS	13,000.00	13,000.00	1,448.00	4,252.97	8,747.03 67.28 %
111-52311-151	MEMBERSHIPS	500.00	500.00	0.00	0.00	500.00 100.00 %
111-52411-151	POSTAGE	3,000.00	3,000.00	500.00	2,500.00	500.00 16.67 %
Category: 503 - Supplies Total:		83,000.00	83,000.00	10,298.76	40,065.80	42,934.20 51.73 %
Category: 504 - Contract Services						
111-53111-151	CONTRACTUAL SERVICES	27,000.00	27,000.00	1,623.44	25,086.04	1,913.96 7.09 %
111-53161-151	LEGAL PUBLICATIONS	300.00	300.00	13.43	67.50	232.50 77.50 %
111-53421-151	BUILDING MAINTENANCE	20,000.00	20,000.00	700.00	7,750.20	12,249.80 61.25 %
111-53441-151	EQUIPMENT MAINTENANCE	20,000.00	20,000.00	0.00	1,309.00	18,691.00 93.46 %
111-53511-151	ELECTRICITY	30,000.00	30,000.00	3,600.14	22,473.93	7,526.07 25.09 %
111-53521-151	HEATING FUEL	3,000.00	3,000.00	277.02	2,601.59	398.41 13.28 %
111-53561-151	PHONE & INTERNET	6,000.00	6,000.00	453.24	3,072.58	2,927.42 48.79 %
111-53711-151	SCHOOL & CONFERENCE	2,000.00	2,000.00	0.00	363.90	1,636.10 81.81 %
111-53721-151	BUSINESS TRAVEL	1,500.00	1,500.00	0.00	0.00	1,500.00 100.00 %
111-53821-151	PROP & EQUIP INSURANCE	25,069.00	25,069.00	0.00	22,017.09	3,051.91 12.17 %
111-53831-151	LIABILITY INSURANCE	4,046.00	4,046.00	0.00	3,992.61	53.39 1.32 %
Category: 504 - Contract Services Total:		138,915.00	138,915.00	6,667.27	88,734.44	50,180.56 36.12 %
Category: 550 - Capital Outlay						
111-54311-151	STRUCTURES	200,000.00	200,000.00	200.00	11,760.00	188,240.00 94.12 %
Category: 550 - Capital Outlay Total:		200,000.00	200,000.00	200.00	11,760.00	188,240.00 94.12 %
Department: 151 - LIBRARY Surplus (Deficit):		-1,031,089.00	-1,031,089.00	-55,765.91	-477,445.77	553,643.23 53.69 %
Department: 171 - PARKS						
Category: 412 - Intergovernmental						
111-43105-171	GRANT	0.00	0.00	0.00	7,500.00	7,500.00 0.00 %
Category: 412 - Intergovernmental Total:		0.00	0.00	0.00	7,500.00	7,500.00 0.00 %
Category: 420 - Charges for Services						
111-42201-171	CAMPGROUND FEES	60,000.00	60,000.00	10,940.00	20,040.00	-39,960.00 66.60 %
111-42206-171	PARK RENTAL FEES	2,500.00	2,500.00	575.00	975.00	-1,525.00 61.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
111-49231-171 BALLFIELD MAINT CHARGE	23,000.00	23,000.00	0.00	3,000.00	-20,000.00	86.96 %
Category: 420 - Charges for Services Total:	85,500.00	85,500.00	11,515.00	24,015.00	-61,485.00	71.91 %
Category: 470 - Miscellaneous Revenues						
111-46112-171 LEASE PAYMENTS	11,000.00	11,000.00	993.84	8,050.72	-2,949.28	26.81 %
111-49111-171 MISCELLANEOUS	0.00	0.00	485.41	24,385.06	24,385.06	0.00 %
Category: 470 - Miscellaneous Revenues Total:	11,000.00	11,000.00	1,479.25	32,435.78	21,435.78	194.87 %
Category: 500 - Personnel						
111-51111-171 REGULAR SALARIES	522,931.00	522,931.00	37,547.92	317,965.58	204,965.42	39.20 %
111-51121-171 OVERTIME SALARIES	2,000.00	2,000.00	105.53	800.49	1,199.51	59.98 %
111-51131-171 PART-TIME SALARIES	93,600.00	93,600.00	1,749.00	10,681.00	82,919.00	88.59 %
111-51211-171 SOCIAL SECURITY	47,317.00	47,317.00	2,788.19	23,692.96	23,624.04	49.93 %
111-51221-171 RETIREMENT	22,265.00	22,265.00	1,603.02	10,750.26	11,514.74	51.72 %
111-51231-171 HEALTH INSURANCE	190,351.00	190,351.00	15,080.03	123,660.28	66,690.72	35.04 %
111-51241-171 LIFE INSURANCE	1,155.00	1,155.00	0.00	679.85	475.15	41.14 %
111-51261-171 WORKERS COMPENSATION	9,996.00	9,996.00	-81.94	10,102.04	-106.04	-1.06 %
Category: 500 - Personnel Total:	889,615.00	889,615.00	58,791.75	498,332.46	391,282.54	43.98 %
Category: 503 - Supplies						
111-52111-171 DEPARTMENT SUPPLIES	55,000.00	55,000.00	694.00	14,923.82	40,076.18	72.87 %
111-52121-171 JANITORIAL SUPPLIES	6,000.00	6,000.00	113.28	336.31	5,663.69	94.39 %
111-52181-171 UNIFORMS & CLOTHING	5,000.00	5,000.00	0.00	2,524.56	2,475.44	49.51 %
111-52311-171 MEMBERSHIPS	200.00	200.00	0.00	0.00	200.00	100.00 %
111-52411-171 POSTAGE	150.00	150.00	0.00	0.00	150.00	100.00 %
111-52511-171 GASOLINE	18,000.00	18,000.00	1,819.71	13,124.72	4,875.28	27.08 %
111-52521-171 OTHER FUEL	30,000.00	30,000.00	0.00	5,929.69	24,070.31	80.23 %
Category: 503 - Supplies Total:	114,350.00	114,350.00	2,626.99	36,839.10	77,510.90	67.78 %
Category: 504 - Contract Services						
111-53111-171 CONTRACTUAL SERVICES	30,000.00	30,000.00	2,927.50	8,855.47	21,144.53	70.48 %
111-53161-171 LEGAL PUBLICATIONS	2,000.00	2,000.00	358.77	414.07	1,585.93	79.30 %
111-53211-171 LEGAL FEES	2,000.00	2,000.00	394.06	394.06	1,605.94	80.30 %
111-53421-171 BUILDING MAINTENANCE	26,000.00	26,000.00	4,486.04	11,112.69	14,887.31	57.26 %
111-53431-171 ELECTRICAL MAINTENANCE	33,000.00	33,000.00	4,113.98	4,113.98	28,886.02	87.53 %
111-53441-171 EQUIPMENT MAINTENANCE	40,000.00	40,000.00	117.35	40,848.48	-848.48	-2.12 %
111-53451-171 VEHICLE MAINTENANCE	42,000.00	42,000.00	1,593.86	19,762.95	22,237.05	52.95 %
111-53471-171 GROUNDS MAINTENANCE	98,000.00	98,000.00	19,742.37	55,307.43	42,692.57	43.56 %
111-53511-171 ELECTRICITY	50,000.00	50,000.00	3,482.35	29,608.95	20,391.05	40.78 %
111-53521-171 HEATING FUEL	5,000.00	5,000.00	357.49	3,293.61	1,706.39	34.13 %
111-53551-171 STREET LIGHTS	2,000.00	2,000.00	100.40	803.20	1,196.80	59.84 %
111-53561-171 PHONE & INTERNET	3,500.00	3,500.00	266.40	1,814.38	1,685.62	48.16 %
111-53631-171 RENT-MACHINES	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
111-53711-171 SCHOOL & CONFERENCE	2,000.00	2,000.00	0.00	1,090.87	909.13	45.46 %
111-53821-171 PROP & EQUIP INSURANCE	40,723.00	40,723.00	0.00	39,883.53	839.47	2.06 %
111-53831-171 LIABILITY INSURANCE	6,267.00	6,267.00	0.00	6,634.74	-367.74	-5.87 %
111-53841-171 VEHICLE INSURANCE	8,643.00	8,643.00	0.00	6,153.92	2,489.08	28.80 %
Category: 504 - Contract Services Total:	393,133.00	393,133.00	37,940.57	230,092.33	163,040.67	41.47 %
Category: 550 - Capital Outlay						
111-54311-171 STRUCTURES	1,000,000.00	1,000,000.00	101,985.94	521,479.58	478,520.42	47.85 %
Category: 550 - Capital Outlay Total:	1,000,000.00	1,000,000.00	101,985.94	521,479.58	478,520.42	47.85 %
Department: 171 - PARKS Surplus (Deficit):	-2,300,598.00	-2,300,598.00	-188,351.00	-1,222,792.69	1,077,805.31	46.85 %
Department: 172 - RECREATION						
Category: 420 - Charges for Services						
111-42203-172 POOL REVENUES	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %
111-42205-172 POOL PASSES	3,500.00	3,500.00	0.00	0.00	-3,500.00	100.00 %
111-42207-172 CONCESSION STAND SALES	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
Category: 420 - Charges for Services Total:	53,500.00	53,500.00	0.00	0.00	-53,500.00	100.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Category: 470 - Miscellaneous Revenues							
111-49111-172	MISCELLANEOUS	0.00	0.00	306.25	306.25	306.25	0.00 %
Category: 470 - Miscellaneous Revenues Total:		0.00	0.00	306.25	306.25	306.25	0.00 %
Category: 500 - Personnel							
111-51131-172	PART-TIME SALARIES	97,605.00	97,605.00	0.00	0.00	97,605.00	100.00 %
111-51211-172	SOCIAL SECURITY	7,467.00	7,467.00	0.00	0.00	7,467.00	100.00 %
111-51261-172	WORKERS COMPENSATION	1,206.00	1,206.00	888.71	2,241.17	-1,035.17	-85.83 %
Category: 500 - Personnel Total:		106,278.00	106,278.00	888.71	2,241.17	104,036.83	97.89 %
Category: 503 - Supplies							
111-52111-172	DEPARTMENT SUPPLIES	23,000.00	23,000.00	3,839.34	8,973.27	14,026.73	60.99 %
111-52114-172	CONCESSION SUPPLIES	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
111-52134-172	SPECIAL EVENTS	5,000.00	5,000.00	1,440.00	4,095.28	904.72	18.09 %
111-52181-172	UNIFORMS & CLOTHING	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
111-52311-172	MEMBERSHIPS	300.00	300.00	0.00	0.00	300.00	100.00 %
Category: 503 - Supplies Total:		41,800.00	41,800.00	5,279.34	13,068.55	28,731.45	68.74 %
Category: 504 - Contract Services							
111-53111-172	CONTRACTUAL SERVICES	350,000.00	350,000.00	1,000.00	246,656.07	103,343.93	29.53 %
111-53421-172	BUILDING MAINTENANCE	50,000.00	50,000.00	131.99	159.80	49,840.20	99.68 %
111-53441-172	EQUIPMENT MAINTENANCE	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
111-53511-172	ELECTRICITY	8,000.00	8,000.00	150.57	682.08	7,317.92	91.47 %
111-53521-172	HEATING FUEL	11,000.00	11,000.00	151.91	1,170.17	9,829.83	89.36 %
111-53561-172	PHONE & INTERNET	750.00	750.00	50.52	339.80	410.20	54.69 %
111-53711-172	SCHOOL & CONFERENCE	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
111-53831-172	LIABILITY INSURANCE	2,756.00	2,756.00	0.00	2,791.60	-35.60	-1.29 %
111-59211-172	LICENSE/PERMITS	750.00	750.00	0.00	80.00	670.00	89.33 %
Category: 504 - Contract Services Total:		439,756.00	439,756.00	1,484.99	251,879.52	187,876.48	42.72 %
Department: 172 - RECREATION Surplus (Deficit):		-534,334.00	-534,334.00	-7,346.79	-266,882.99	267,451.01	50.05 %
Fund: 111 - GENERAL Surplus (Deficit):		-2,211,623.47	-2,211,623.47	186,444.99	744,439.18	2,956,062.65	133.66 %
Report Surplus (Deficit):		-2,211,623.47	-2,211,623.47	186,444.99	744,439.18	2,956,062.65	133.66 %



Budget Report Account Summary

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 211 - REGIONAL LIBRARY						
Revenue						
Category: 460 - Investment Income						
211-47111-000	INTEREST EARNINGS	20.00	20.00	31.69	210.21	190.21 1,051.05 %
Category: 460 - Investment Income Total:		20.00	20.00	31.69	210.21	190.21 951.05 %
Revenue Total:		20.00	20.00	31.69	210.21	190.21 951.05 %
Expense						
Category: 503 - Supplies						
211-52111-151	DEPARTMENT SUPPLIES	14,000.00	14,000.00	0.00	0.00	14,000.00 100.00 %
Category: 503 - Supplies Total:		14,000.00	14,000.00	0.00	0.00	14,000.00 100.00 %
Expense Total:		14,000.00	14,000.00	0.00	0.00	14,000.00 100.00 %
Fund: 211 - REGIONAL LIBRARY Surplus (Deficit):		-13,980.00	-13,980.00	31.69	210.21	14,190.21 101.50 %
Fund: 212 - STREETS						
Revenue						
Category: 400 - Taxes						
212-41111-000	PROPERTY TAX-GENERAL	550,493.00	550,493.00	164,873.07	287,887.05	-262,605.95 47.70 %
212-41112-000	CITY SALES TAX	450,000.00	450,000.00	51,800.01	306,343.44	-143,656.56 31.92 %
212-41130-000	STATE PROP. TAX CREDIT	0.00	0.00	0.00	25,041.76	25,041.76 0.00 %
212-41141-000	MOTOR VEHICLE TAX	65,000.00	65,000.00	5,577.37	48,431.04	-16,568.96 25.49 %
212-41142-212	MOTOR VEHICLE FEES	110,000.00	110,000.00	0.00	101,445.34	-8,554.66 7.78 %
Category: 400 - Taxes Total:		1,175,493.00	1,175,493.00	222,250.45	769,148.63	-406,344.37 34.57 %
Category: 412 - Intergovernmental						
212-41122-212	HIGHWAY USER TAX	1,945,404.00	1,945,404.00	163,107.86	1,300,745.58	-644,658.42 33.14 %
212-43105-000	GRANT	320,884.00	320,884.00	0.00	359,775.81	38,891.81 112.12 %
Category: 412 - Intergovernmental Total:		2,266,288.00	2,266,288.00	163,107.86	1,660,521.39	-605,766.61 26.73 %
Category: 420 - Charges for Services						
212-43149-212	REIMBURSEMENT-STATE	36,792.00	36,792.00	0.00	36,792.00	0.00 0.00 %
212-46111-000	SALES & SERVICE	0.00	0.00	0.00	2,870.00	2,870.00 0.00 %
Category: 420 - Charges for Services Total:		36,792.00	36,792.00	0.00	39,662.00	2,870.00 7.80 %
Category: 460 - Investment Income						
212-47111-000	INTEREST EARNINGS	5,000.00	5,000.00	4,794.02	26,845.94	21,845.94 536.92 %
Category: 460 - Investment Income Total:		5,000.00	5,000.00	4,794.02	26,845.94	21,845.94 436.92 %
Category: 470 - Miscellaneous Revenues						
212-49111-212	MISCELLANEOUS	0.00	0.00	158.20	869.70	869.70 0.00 %
212-49227-000	DAMAGE REIMBURSEMENT	0.00	0.00	0.00	223.50	223.50 0.00 %
Category: 470 - Miscellaneous Revenues Total:		0.00	0.00	158.20	1,093.20	1,093.20 0.00 %
Category: 480 - Other Financing Uses						
212-45901-000	TRANS FROM OTHER FUNDS	0.00	0.00	0.00	0.01	0.01 0.00 %
Category: 480 - Other Financing Uses Total:		0.00	0.00	0.00	0.01	0.01 0.00 %
Revenue Total:		3,483,573.00	3,483,573.00	390,310.53	2,497,271.17	-986,301.83 28.31 %
Expense						
Category: 500 - Personnel						
212-51111-111	REGULAR SALARIES	20,852.00	20,852.00	2,082.16	17,685.16	3,166.84 15.19 %
212-51111-112	REGULAR SALARIES	9,677.00	9,677.00	640.48	5,486.08	4,190.92 43.31 %
212-51111-114	REGULAR SALARIES	16,764.00	16,764.00	0.00	0.00	16,764.00 100.00 %
212-51111-115	REGULAR SALARIES	7,577.00	7,577.00	580.94	4,966.16	2,610.84 34.46 %
212-51111-121	REGULAR SALARIES	10,650.00	10,650.00	829.90	6,876.31	3,773.69 35.43 %
212-51111-212	REGULAR SALARIES	733,618.00	733,618.00	54,587.23	456,579.62	277,038.38 37.76 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
212-51121-212	OVERTIME SALARIES	18,931.00	18,931.00	249.23	20,488.94	-1,557.94	-8.23 %
212-51211-111	SOCIAL SECURITY	1,595.00	1,595.00	147.76	1,173.59	421.41	26.42 %
212-51211-112	SOCIAL SECURITY	740.00	740.00	48.42	415.08	324.92	43.91 %
212-51211-114	SOCIAL SECURITY	1,282.00	1,282.00	0.00	0.00	1,282.00	100.00 %
212-51211-115	SOCIAL SECURITY	580.00	580.00	42.52	364.17	215.83	37.21 %
212-51211-121	SOCIAL SECURITY	815.00	815.00	50.68	485.88	329.12	40.38 %
212-51211-212	SOCIAL SECURITY	57,570.00	57,570.00	3,808.08	33,434.10	24,135.90	41.92 %
212-51221-111	RETIREMENT	1,251.00	1,251.00	124.96	873.98	377.02	30.14 %
212-51221-112	RETIREMENT	581.00	581.00	38.44	271.60	309.40	53.25 %
212-51221-114	RETIREMENT	2,179.00	2,179.00	0.00	0.00	2,179.00	100.00 %
212-51221-115	RETIREMENT	455.00	455.00	34.84	245.58	209.42	46.03 %
212-51221-121	RETIREMENT	639.00	639.00	49.80	337.98	301.02	47.11 %
212-51221-212	RETIREMENT	35,406.00	35,406.00	2,385.18	17,443.90	17,962.10	50.73 %
212-51231-111	HEALTH INSURANCE	3,626.00	3,626.00	302.00	2,416.01	1,209.99	33.37 %
212-51231-112	HEALTH INSURANCE	1,813.00	1,813.00	151.00	1,208.00	605.00	33.37 %
212-51231-114	HEALTH INSURANCE	1,813.00	1,813.00	0.00	0.00	1,813.00	100.00 %
212-51231-115	HEALTH INSURANCE	1,813.00	1,813.00	151.00	1,208.00	605.00	33.37 %
212-51231-121	HEALTH INSURANCE	2,719.00	2,719.00	226.50	1,791.19	927.81	34.12 %
212-51231-212	HEALTH INSURANCE	240,204.00	240,204.00	20,038.10	157,943.41	82,260.59	34.25 %
212-51241-111	LIFE INSURANCE	22.00	22.00	0.00	13.14	8.86	40.27 %
212-51241-112	LIFE INSURANCE	11.00	11.00	0.00	6.56	4.44	40.36 %
212-51241-114	LIFE INSURANCE	11.00	11.00	0.00	0.00	11.00	100.00 %
212-51241-115	LIFE INSURANCE	11.00	11.00	0.00	6.56	4.44	40.36 %
212-51241-121	LIFE INSURANCE	17.00	17.00	0.00	9.79	7.21	42.41 %
212-51241-212	LIFE INSURANCE	1,458.00	1,458.00	0.00	854.66	603.34	41.38 %
212-51261-212	WORKERS COMPENSATION	21,758.86	21,758.86	-6,948.13	10,783.55	10,975.31	50.44 %
Category: 500 - Personnel Total:		1,196,438.86	1,196,438.86	79,621.09	743,369.00	453,069.86	37.87 %
Category: 503 - Supplies							
212-52111-212	DEPARTMENT SUPPLIES	120,000.00	120,000.00	1,617.14	23,513.44	96,486.56	80.41 %
212-52171-212	STREET REPAIR SUPPLIES	150,000.00	150,000.00	612.60	92,930.85	57,069.15	38.05 %
212-52181-212	UNIFORMS & CLOTHING	6,000.00	6,000.00	0.00	3,809.84	2,190.16	36.50 %
212-52211-212	PUBLICATIONS	350.00	350.00	0.00	381.99	-31.99	-9.14 %
212-52311-212	MEMBERSHIPS	450.00	450.00	0.00	254.67	195.33	43.41 %
212-52411-212	POSTAGE	100.00	100.00	14.10	14.10	85.90	85.90 %
212-52511-212	GASOLINE	18,000.00	18,000.00	1,022.90	9,832.23	8,167.77	45.38 %
212-52521-212	OTHER FUEL	36,000.00	36,000.00	3,138.76	45,587.17	-9,587.17	-26.63 %
212-52531-212	OIL & ANTIFREEZE	4,000.00	4,000.00	0.00	1,255.82	2,744.18	68.60 %
212-52999-212	MISCELLANEOUS	300.00	300.00	0.00	120.00	180.00	60.00 %
Category: 503 - Supplies Total:		335,200.00	335,200.00	6,405.50	177,700.11	157,499.89	46.99 %
Category: 504 - Contract Services							
212-53111-212	CONTRACTUAL SERVICES	48,000.00	48,000.00	86.57	1,677.08	46,322.92	96.51 %
212-53121-212	CONSULTING SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
212-53161-212	LEGAL PUBLICATIONS	900.00	900.00	0.00	28.21	871.79	96.87 %
212-53195-212	ADMIN COSTS & FEES	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
212-53311-212	AUDIT	5,500.00	5,500.00	0.00	5,100.00	400.00	7.27 %
212-53421-212	BUILDING MAINTENANCE	5,000.00	5,000.00	0.00	3,083.74	1,916.26	38.33 %
212-53431-212	ELECTRICAL MAINTENANCE	75,000.00	75,000.00	4,825.00	13,571.00	61,429.00	81.91 %
212-53441-212	EQUIPMENT MAINTENANCE	40,000.00	40,000.00	6,857.80	18,156.59	21,843.41	54.61 %
212-53451-212	VEHICLE MAINTENANCE	65,000.00	65,000.00	410.32	14,633.80	50,366.20	77.49 %
212-53491-212	STREET MAINTENANCE	200,000.00	200,000.00	15,576.02	21,324.77	178,675.23	89.34 %
212-53511-212	ELECTRICITY	9,400.00	9,400.00	819.10	6,817.84	2,582.16	27.47 %
212-53521-212	HEATING FUEL	16,000.00	16,000.00	978.03	9,268.99	6,731.01	42.07 %
212-53531-212	ELECTRIC POWER	28,000.00	28,000.00	1,691.00	12,026.13	15,973.87	57.05 %
212-53551-212	STREET LIGHTS	355,000.00	355,000.00	26,870.73	216,201.53	138,798.47	39.10 %
212-53561-212	PHONE & INTERNET	13,000.00	13,000.00	464.64	8,111.05	4,888.95	37.61 %
212-53711-212	SCHOOL & CONFERENCE	2,000.00	2,000.00	0.00	843.63	1,156.37	57.82 %
212-53721-212	BUSINESS TRAVEL	0.00	0.00	0.00	480.00	-480.00	0.00 %
212-53821-212	PROP & EQUIP INSURANCE	19,857.00	19,857.00	0.00	21,485.39	-1,628.39	-8.20 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
212-53831-212	LIABILITY INSURANCE	15,540.00	15,540.00	0.00	15,635.84	-95.84 -0.62 %
212-53841-212	VEHICLE INSURANCE	27,463.00	27,463.00	0.00	13,827.94	13,635.06 49.65 %
212-59611-212	BAD DEBT EXPENSE	4,000.00	4,000.00	0.00	166.50	3,833.50 95.84 %
Category: 504 - Contract Services Total:		932,660.00	932,660.00	58,579.21	382,440.03	550,219.97 58.99 %
Category: 550 - Capital Outlay						
212-54211-212	BUILDINGS	0.00	0.00	0.00	8,862.12	-8,862.12 0.00 %
212-54212-212	ENGINEERING/DESIGN	0.00	0.00	0.00	36,342.00	-36,342.00 0.00 %
212-54322-212	STREET PROJECTS	0.00	0.00	14,450.00	14,450.00	-14,450.00 0.00 %
212-54411-212	EQUIPMENT	445,000.00	445,000.00	0.00	276,419.00	168,581.00 37.88 %
Category: 550 - Capital Outlay Total:		445,000.00	445,000.00	14,450.00	336,073.12	108,926.88 24.48 %
Category: 560 - Debt Service						
212-57110-212	DEBT SERVICE-PRINCIPAL	790,917.04	790,917.04	0.00	790,917.04	0.00 0.00 %
212-57115-212	DEBT SERVICE-INTEREST	37,764.70	37,764.70	0.00	37,764.70	0.00 0.00 %
Category: 560 - Debt Service Total:		828,681.74	828,681.74	0.00	828,681.74	0.00 0.00 %
Category: 570 - Other Financing Uses						
212-55600-212	TRANSFER TO GIS	12,500.00	12,500.00	0.00	6,250.00	6,250.00 50.00 %
212-58111-212	CONTINGENCY	200,000.00	200,000.00	0.00	0.00	200,000.00 100.00 %
Category: 570 - Other Financing Uses Total:		212,500.00	212,500.00	0.00	6,250.00	206,250.00 97.06 %
Expense Total:		3,950,480.60	3,950,480.60	159,055.80	2,474,514.00	1,475,966.60 37.36 %
Fund: 212 - STREETS Surplus (Deficit):		-466,907.60	-466,907.60	231,254.73	22,757.17	489,664.77 104.87 %
Fund: 213 - CEMETERY						
Revenue						
Category: 420 - Charges for Services						
213-42302-213	PERMITS	4,000.00	4,000.00	100.00	4,500.00	500.00 112.50 %
213-42601-213	RECORDINGS	2,000.00	2,000.00	250.00	1,400.00	-600.00 30.00 %
213-42602-213	OPENINGS	45,000.00	45,000.00	5,750.00	26,850.00	-18,150.00 40.33 %
Category: 420 - Charges for Services Total:		51,000.00	51,000.00	6,100.00	32,750.00	-18,250.00 35.78 %
Category: 460 - Investment Income						
213-47111-000	INTEREST EARNINGS	1,000.00	1,000.00	384.06	3,275.55	2,275.55 327.56 %
Category: 460 - Investment Income Total:		1,000.00	1,000.00	384.06	3,275.55	2,275.55 227.56 %
Category: 470 - Miscellaneous Revenues						
213-42603-213	FOUNDATION FEE	7,000.00	7,000.00	450.00	3,900.00	-3,100.00 44.29 %
213-46131-213	SALE OF PLOTS	50,000.00	50,000.00	4,250.00	29,200.00	-20,800.00 41.60 %
213-49111-213	MISCELLANEOUS	1,000.00	1,000.00	0.00	144.90	-855.10 85.51 %
Category: 470 - Miscellaneous Revenues Total:		58,000.00	58,000.00	4,700.00	33,244.90	-24,755.10 42.68 %
Category: 480 - Other Financing Uses						
213-45904-213	TRANS FROM CEM PERP	200,000.00	200,000.00	0.00	100,000.00	-100,000.00 50.00 %
Category: 480 - Other Financing Uses Total:		200,000.00	200,000.00	0.00	100,000.00	-100,000.00 50.00 %
Revenue Total:		310,000.00	310,000.00	11,184.06	169,270.45	-140,729.55 45.40 %
Expense						
Category: 500 - Personnel						
213-51111-213	REGULAR SALARIES	153,891.83	153,891.83	11,978.34	101,138.61	52,753.22 34.28 %
213-51121-213	OVERTIME SALARIES	1,500.00	1,500.00	363.28	686.39	813.61 54.24 %
213-51131-213	PART-TIME SALARIES	25,000.00	25,000.00	2,230.50	7,226.25	17,773.75 71.10 %
213-51211-213	SOCIAL SECURITY	13,799.98	13,799.98	1,026.47	7,706.01	6,093.97 44.16 %
213-51221-213	RETIREMENT	6,551.13	6,551.13	621.10	4,245.68	2,305.45 35.19 %
213-51231-213	HEALTH INSURANCE	54,385.92	54,385.92	4,510.00	36,080.00	18,305.92 33.66 %
213-51241-213	LIFE INSURANCE	330.00	330.00	0.00	196.56	133.44 40.44 %
213-51261-213	WORKERS COMPENSATION	3,903.25	3,903.25	943.88	4,695.09	-791.84 -20.29 %
Category: 500 - Personnel Total:		259,362.11	259,362.11	21,673.57	161,974.59	97,387.52 37.55 %
Category: 503 - Supplies						
213-52111-213	DEPARTMENT SUPPLIES	33,000.00	33,000.00	1,593.74	9,492.79	23,507.21 71.23 %
213-52181-213	UNIFORMS & CLOTHING	600.00	600.00	0.00	409.32	190.68 31.78 %
213-52225-213	SUBSCRIPTIONS	400.00	400.00	0.00	0.00	400.00 100.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
213-52311-213	MEMBERSHIPS	200.00	200.00	0.00	0.00	200.00	100.00 %
213-52411-213	POSTAGE	50.00	50.00	25.20	43.07	6.93	13.86 %
213-52511-213	GASOLINE	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
213-52521-213	OTHER FUEL	7,000.00	7,000.00	0.00	2,975.99	4,024.01	57.49 %
213-52999-213	MISCELLANEOUS	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
Category: 503 - Supplies Total:		44,750.00	44,750.00	1,618.94	12,921.17	31,828.83	71.13 %
Category: 504 - Contract Services							
213-53111-213	CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	210.00	1,290.00	86.00 %
213-53211-213	LEGAL FEES	600.00	600.00	0.00	256.00	344.00	57.33 %
213-53421-213	BUILDING MAINTENANCE	5,000.00	5,000.00	0.00	230.00	4,770.00	95.40 %
213-53431-213	ELECTRICAL MAINTENANCE	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
213-53441-213	EQUIPMENT MAINTENANCE	5,000.00	5,000.00	69.44	3,758.22	1,241.78	24.84 %
213-53451-213	VEHICLE MAINTENANCE	1,000.00	1,000.00	334.50	339.99	660.01	66.00 %
213-53511-213	ELECTRICITY	8,000.00	8,000.00	562.32	6,086.65	1,913.35	23.92 %
213-53561-213	PHONE & INTERNET	1,000.00	1,000.00	77.75	519.47	480.53	48.05 %
213-53711-213	SCHOOL & CONFERENCE	600.00	600.00	0.00	288.00	312.00	52.00 %
213-53811-213	BONDING	100.00	100.00	0.00	0.00	100.00	100.00 %
213-53821-213	PROP & EQUIP INSURANCE	2,853.00	2,853.00	0.00	2,827.74	25.26	0.89 %
213-53831-213	LIABILITY INSURANCE	1,414.00	1,414.00	0.00	1,571.42	-157.42	-11.13 %
213-53841-213	VEHICLE INSURANCE	1,590.00	1,590.00	0.00	816.00	774.00	48.68 %
Category: 504 - Contract Services Total:		30,657.00	30,657.00	1,044.01	16,903.49	13,753.51	44.86 %
Category: 550 - Capital Outlay							
213-54311-213	STRUCTURES	90,000.00	90,000.00	0.00	1,200.00	88,800.00	98.67 %
213-54411-213	EQUIPMENT	30,000.00	30,000.00	0.00	23,008.00	6,992.00	23.31 %
Category: 550 - Capital Outlay Total:		120,000.00	120,000.00	0.00	24,208.00	95,792.00	79.83 %
Expense Total:		454,769.11	454,769.11	24,336.52	216,007.25	238,761.86	52.50 %
Fund: 213 - CEMETERY Surplus (Deficit):		-144,769.11	-144,769.11	-13,152.46	-46,736.80	98,032.31	67.72 %
Fund: 214 - CEMETARY PERPETUAL CARE							
Revenue							
Category: 400 - Taxes							
214-41111-000	PROPERTY TAX-GENERAL	50,000.00	50,000.00	14,978.58	28,872.12	-21,127.88	42.26 %
214-41130-000	STATE PROP. TAX CREDIT	0.00	0.00	0.00	2,274.48	2,274.48	0.00 %
214-41141-000	MOTOR VEHICLE TAX	5,680.00	5,680.00	506.58	4,398.87	-1,281.13	22.56 %
Category: 400 - Taxes Total:		55,680.00	55,680.00	15,485.16	35,545.47	-20,134.53	36.16 %
Category: 420 - Charges for Services							
214-42604-213	PERPETUAL CARE CHARGES	20,000.00	20,000.00	2,400.00	12,200.00	-7,800.00	39.00 %
Category: 420 - Charges for Services Total:		20,000.00	20,000.00	2,400.00	12,200.00	-7,800.00	39.00 %
Category: 460 - Investment Income							
214-47111-000	INTEREST EARNINGS	1,500.00	1,500.00	1,054.61	6,880.29	5,380.29	458.69 %
Category: 460 - Investment Income Total:		1,500.00	1,500.00	1,054.61	6,880.29	5,380.29	358.69 %
Revenue Total:		77,180.00	77,180.00	18,939.77	54,625.76	-22,554.24	29.22 %
Expense							
Category: 570 - Other Financing Uses							
214-55201-213	TRANSFER TO CEMETERY	200,000.00	200,000.00	0.00	100,000.00	100,000.00	50.00 %
Category: 570 - Other Financing Uses Total:		200,000.00	200,000.00	0.00	100,000.00	100,000.00	50.00 %
Expense Total:		200,000.00	200,000.00	0.00	100,000.00	100,000.00	50.00 %
Fund: 214 - CEMETARY PERPETUAL CARE Surplus (Deficit):		-122,820.00	-122,820.00	18,939.77	-45,374.24	77,445.76	63.06 %
Fund: 215 - SPECIAL PROJECTS							
Revenue							
Category: 400 - Taxes							
215-41500-000	RETAIL BUSINESS OCC TAX	90,000.00	90,000.00	8,423.26	71,383.14	-18,616.86	20.69 %
Category: 400 - Taxes Total:		90,000.00	90,000.00	8,423.26	71,383.14	-18,616.86	20.69 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Category: 412 - Intergovernmental						
215-43105-142 GRANT	0.00	0.00	4,250.49	32,778.01	32,778.01	0.00 %
Category: 412 - Intergovernmental Total:	0.00	0.00	4,250.49	32,778.01	32,778.01	0.00 %
Category: 450 - Contributions & Donations						
215-44413-141 DONATIONS/GIFTS	0.00	0.00	0.00	500.00	500.00	0.00 %
215-44413-142 DONATIONS/GIFTS	0.00	0.00	0.00	4,000.00	4,000.00	0.00 %
Category: 450 - Contributions & Donations Total:	0.00	0.00	0.00	4,500.00	4,500.00	0.00 %
Category: 460 - Investment Income						
215-47111-000 INTEREST EARNINGS	5,000.00	5,000.00	6,384.17	40,354.54	35,354.54	807.09 %
Category: 460 - Investment Income Total:	5,000.00	5,000.00	6,384.17	40,354.54	35,354.54	707.09 %
Category: 470 - Miscellaneous Revenues						
215-49111-000 MISCELLANEOUS	500,000.00	500,000.00	0.00	0.00	-500,000.00	100.00 %
215-49111-171 MISCELLANEOUS	0.00	0.00	0.00	100,000.00	100,000.00	0.00 %
215-49119-111 INSURANCE CLAIMS	0.00	0.00	0.00	133,529.09	133,529.09	0.00 %
Category: 470 - Miscellaneous Revenues Total:	500,000.00	500,000.00	0.00	233,529.09	-266,470.91	53.29 %
Revenue Total:	595,000.00	595,000.00	19,057.92	382,544.78	-212,455.22	35.71 %
Expense						
Category: 500 - Personnel						
215-51121-142 OVERTIME SALARIES	0.00	0.00	3,707.36	28,380.29	-28,380.29	0.00 %
215-51211-142 SOCIAL SECURITY	0.00	0.00	283.61	2,171.09	-2,171.09	0.00 %
215-51221-142 RETIREMENT	0.00	0.00	259.52	1,986.62	-1,986.62	0.00 %
Category: 500 - Personnel Total:	0.00	0.00	4,250.49	32,538.00	-32,538.00	0.00 %
Category: 503 - Supplies						
215-52111-142 DEPARTMENT SUPPLIES	0.00	0.00	0.00	1,118.89	-1,118.89	0.00 %
215-52931-111 INSURED REPAIRS/REPLACE	100,000.00	100,000.00	0.00	125,737.17	-25,737.17	-25.74 %
215-52999-000 MISCELLANEOUS	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
Category: 503 - Supplies Total:	600,000.00	600,000.00	0.00	126,856.06	473,143.94	78.86 %
Category: 504 - Contract Services						
215-53111-111 CONTRACTUAL SERVICES	80,000.00	80,000.00	0.00	43,807.99	36,192.01	45.24 %
215-53111-142 CONTRACTUAL SERVICES	0.00	0.00	0.00	30.00	-30.00	0.00 %
215-53711-142 SCHOOL & CONFERENCE	0.00	0.00	0.00	182.00	-182.00	0.00 %
215-54991-113 GRANT EXPENSE	2,576,234.00	2,576,234.00	0.00	0.00	2,576,234.00	100.00 %
Category: 504 - Contract Services Total:	2,656,234.00	2,656,234.00	0.00	44,019.99	2,612,214.01	98.34 %
Category: 550 - Capital Outlay						
215-54311-171 STRUCTURES	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
Category: 550 - Capital Outlay Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
Expense Total:	3,506,234.00	3,506,234.00	4,250.49	203,414.05	3,302,819.95	94.20 %
Fund: 215 - SPECIAL PROJECTS Surplus (Deficit):	-2,911,234.00	-2,911,234.00	14,807.43	179,130.73	3,090,364.73	106.15 %
Fund: 216 - BUSINESS IMPROVEMENT						
Revenue						
Category: 400 - Taxes						
216-41111-000 PROPERTY TAX-GENERAL	54,100.00	54,100.00	14,538.11	27,347.55	-26,752.45	49.45 %
216-41119-000 PRORATE MTR VEH TAX	70.00	70.00	0.00	144.14	74.14	205.91 %
216-41130-000 STATE PROP. TAX CREDIT	0.00	0.00	0.00	1,647.50	1,647.50	0.00 %
Category: 400 - Taxes Total:	54,170.00	54,170.00	14,538.11	29,139.19	-25,030.81	46.21 %
Category: 460 - Investment Income						
216-47111-000 INTEREST EARNINGS	500.00	500.00	704.86	4,576.08	4,076.08	915.22 %
Category: 460 - Investment Income Total:	500.00	500.00	704.86	4,576.08	4,076.08	815.22 %
Revenue Total:	54,670.00	54,670.00	15,242.97	33,715.27	-20,954.73	38.33 %
Expense						
Category: 500 - Personnel						
216-51111-171 REGULAR SALARIES	5,000.00	5,000.00	0.00	4,539.47	460.53	9.21 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
216-51111-212	REGULAR SALARIES	5,000.00	5,000.00	0.00	1,245.70	3,754.30	75.09 %
	Category: 500 - Personnel Total:	10,000.00	10,000.00	0.00	5,785.17	4,214.83	42.15 %
	Category: 503 - Supplies						
216-52111-171	DEPARTMENT SUPPLIES	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
	Category: 503 - Supplies Total:	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
	Category: 504 - Contract Services						
216-53111-171	CONTRACTUAL SERVICES	54,000.00	54,000.00	3,840.00	6,709.57	47,290.43	87.57 %
216-53111-212	CONTRACTUAL SERVICES	9,000.00	9,000.00	0.00	5,819.83	3,180.17	35.34 %
216-53551-000	STREET LIGHTS	1,500.00	1,500.00	85.42	683.36	816.64	54.44 %
	Category: 504 - Contract Services Total:	64,500.00	64,500.00	3,925.42	13,212.76	51,287.24	79.52 %
	Category: 550 - Capital Outlay						
216-54311-121	STRUCTURES	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
	Category: 550 - Capital Outlay Total:	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
	Expense Total:	234,500.00	234,500.00	3,925.42	18,997.93	215,502.07	91.90 %
	Fund: 216 - BUSINESS IMPROVEMENT Surplus (Deficit):	-179,830.00	-179,830.00	11,317.55	14,717.34	194,547.34	108.18 %
Fund: 218 - PUBLIC SAFETY							
	Revenue						
	Category: 400 - Taxes						
218-41111-000	PROPERTY TAX-GENERAL	400,000.00	400,000.00	119,790.97	202,006.36	-197,993.64	49.50 %
218-41130-000	STATE PROP. TAX CREDIT	0.00	0.00	0.00	18,195.88	18,195.88	0.00 %
218-41141-000	MOTOR VEHICLE TAX	45,400.00	45,400.00	4,052.64	35,191.04	-10,208.96	22.49 %
	Category: 400 - Taxes Total:	445,400.00	445,400.00	123,843.61	255,393.28	-190,006.72	42.66 %
	Category: 412 - Intergovernmental						
218-43105-142	GRANT	0.00	0.00	1,500.00	8,400.00	8,400.00	0.00 %
	Category: 412 - Intergovernmental Total:	0.00	0.00	1,500.00	8,400.00	8,400.00	0.00 %
	Category: 460 - Investment Income						
218-47111-000	INTEREST EARNINGS	1,000.00	1,000.00	1,326.46	6,782.36	5,782.36	678.24 %
	Category: 460 - Investment Income Total:	1,000.00	1,000.00	1,326.46	6,782.36	5,782.36	578.24 %
	Revenue Total:	446,400.00	446,400.00	126,670.07	270,575.64	-175,824.36	39.39 %
	Expense						
	Category: 503 - Supplies						
218-52111-141	DEPARTMENT SUPPLIES	34,215.77	34,215.77	0.00	0.00	34,215.77	100.00 %
218-52111-142	DEPARTMENT SUPPLIES	95,389.07	95,389.07	10,893.16	17,888.51	77,500.56	81.25 %
	Category: 503 - Supplies Total:	129,604.84	129,604.84	10,893.16	17,888.51	111,716.33	86.20 %
	Category: 504 - Contract Services						
218-53111-141	CONTRACTUAL SERVICES	18,757.20	18,757.20	0.00	0.00	18,757.20	100.00 %
218-53111-142	CONTRACTUAL SERVICES	33,705.00	33,705.00	0.00	0.00	33,705.00	100.00 %
	Category: 504 - Contract Services Total:	52,462.20	52,462.20	0.00	0.00	52,462.20	100.00 %
	Category: 550 - Capital Outlay						
218-54411-141	EQUIPMENT	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
218-54411-142	EQUIPMENT	125,000.00	125,000.00	0.00	86,080.56	38,919.44	31.14 %
	Category: 550 - Capital Outlay Total:	175,000.00	175,000.00	0.00	86,080.56	88,919.44	50.81 %
	Category: 570 - Other Financing Uses						
218-58111-142	CONTINGENCY	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
	Category: 570 - Other Financing Uses Total:	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
	Expense Total:	507,067.04	507,067.04	10,893.16	103,969.07	403,097.97	79.50 %
	Fund: 218 - PUBLIC SAFETY Surplus (Deficit):	-60,667.04	-60,667.04	115,776.91	166,606.57	227,273.61	374.62 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 219 - INDUSTRIAL SITES						
Revenue						
Category: 460 - Investment Income						
219-47111-000	INTEREST EARNINGS	200.00	200.00	71.35	477.47	277.47 238.74 %
Category: 460 - Investment Income Total:		200.00	200.00	71.35	477.47	277.47 138.74 %
Revenue Total:		200.00	200.00	71.35	477.47	277.47 138.74 %
Expense						
Category: 504 - Contract Services						
219-53111-111	CONTRACTUAL SERVICES	500.00	500.00	0.00	525.72	-25.72 -5.14 %
219-59112-116	DEVELOPMENT	70,000.00	70,000.00	0.00	35,898.41	34,101.59 48.72 %
Category: 504 - Contract Services Total:		70,500.00	70,500.00	0.00	36,424.13	34,075.87 48.33 %
Expense Total:		70,500.00	70,500.00	0.00	36,424.13	34,075.87 48.33 %
Fund: 219 - INDUSTRIAL SITES Surplus (Deficit):		-70,300.00	-70,300.00	71.35	-35,946.66	34,353.34 48.87 %
Fund: 223 - KENO						
Revenue						
Category: 460 - Investment Income						
223-47111-000	INTEREST EARNINGS	500.00	500.00	519.16	3,242.16	2,742.16 648.43 %
Category: 460 - Investment Income Total:		500.00	500.00	519.16	3,242.16	2,742.16 548.43 %
Category: 470 - Miscellaneous Revenues						
223-48217-000	LOAN REPAYMENT	1,200.00	1,200.00	100.00	800.00	-400.00 33.33 %
223-49115-000	KENO PROCEEDS	65,000.00	65,000.00	5,698.83	54,613.93	-10,386.07 15.98 %
Category: 470 - Miscellaneous Revenues Total:		66,200.00	66,200.00	5,798.83	55,413.93	-10,786.07 16.29 %
Revenue Total:		66,700.00	66,700.00	6,317.99	58,656.09	-8,043.91 12.06 %
Expense						
Category: 503 - Supplies						
223-52111-113	DEPARTMENT SUPPLIES	3,000.00	3,000.00	0.00	2,452.05	547.95 18.27 %
223-52111-141	DEPARTMENT SUPPLIES	500.00	500.00	0.00	0.00	500.00 100.00 %
223-52111-171	DEPARTMENT SUPPLIES	10,000.00	10,000.00	1,355.25	2,927.88	7,072.12 70.72 %
Category: 503 - Supplies Total:		13,500.00	13,500.00	1,355.25	5,379.93	8,120.07 60.15 %
Category: 504 - Contract Services						
223-53111-113	CONTRACTUAL SERVICES	31,500.00	31,500.00	224.85	449.73	31,050.27 98.57 %
Category: 504 - Contract Services Total:		31,500.00	31,500.00	224.85	449.73	31,050.27 98.57 %
Category: 550 - Capital Outlay						
223-54411-113	EQUIPMENT	35,000.00	35,000.00	0.00	23,928.77	11,071.23 31.63 %
Category: 550 - Capital Outlay Total:		35,000.00	35,000.00	0.00	23,928.77	11,071.23 31.63 %
Expense Total:		80,000.00	80,000.00	1,580.10	29,758.43	50,241.57 62.80 %
Fund: 223 - KENO Surplus (Deficit):		-13,300.00	-13,300.00	4,737.89	28,897.66	42,197.66 317.28 %
Fund: 224 - ECONOMIC DEVELOPMENT						
Revenue						
Category: 400 - Taxes						
224-41112-000	CITY SALES TAX	1,149,540.00	1,149,540.00	107,237.19	806,152.00	-343,388.00 29.87 %
Category: 400 - Taxes Total:		1,149,540.00	1,149,540.00	107,237.19	806,152.00	-343,388.00 29.87 %
Category: 460 - Investment Income						
224-47111-000	INTEREST EARNINGS	5,000.00	5,000.00	4,578.22	26,206.66	21,206.66 524.13 %
Category: 460 - Investment Income Total:		5,000.00	5,000.00	4,578.22	26,206.66	21,206.66 424.13 %
Category: 470 - Miscellaneous Revenues						
224-48217-000	LOAN REPAYMENT-LB840	605,143.00	605,143.00	48,563.07	498,487.23	-106,655.77 17.62 %
224-49111-000	MISCELLANEOUS	0.00	0.00	935.00	935.00	935.00 0.00 %
Category: 470 - Miscellaneous Revenues Total:		605,143.00	605,143.00	49,498.07	499,422.23	-105,720.77 17.47 %
Revenue Total:		1,759,683.00	1,759,683.00	161,313.48	1,331,780.89	-427,902.11 24.32 %
Expense						
Category: 500 - Personnel						
224-51111-113	REGULAR SALARIES	172,965.00	172,965.00	7,547.78	82,690.82	90,274.18 52.19 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
224-51211-113	SOCIAL SECURITY	13,233.00	13,233.00	550.86	5,880.62	7,352.38	55.56 %
224-51221-113	RETIREMENT	9,292.00	9,292.00	541.60	2,820.47	6,471.53	69.65 %
224-51231-113	HEALTH INSURANCE	37,164.00	37,164.00	1,781.80	18,426.92	18,737.08	50.42 %
224-51241-113	LIFE INSURANCE	226.00	226.00	0.00	103.40	122.60	54.25 %
224-51261-113	WORKERS COMPENSATION	110.00	110.00	39.02	233.62	-123.62	-112.38 %
	Category: 500 - Personnel Total:	232,990.00	232,990.00	10,461.06	110,155.85	122,834.15	52.72 %
	Category: 503 - Supplies						
224-52111-113	DEPARTMENT SUPPLIES	5,000.00	5,000.00	0.00	667.81	4,332.19	86.64 %
224-52211-114	PUBLICATIONS	500.00	500.00	18.58	123.53	376.47	75.29 %
224-52311-114	MEMBERSHIPS	1,000.00	1,000.00	0.00	335.00	665.00	66.50 %
224-52511-113	GASOLINE	250.00	250.00	140.16	140.16	109.84	43.94 %
	Category: 503 - Supplies Total:	6,750.00	6,750.00	158.74	1,266.50	5,483.50	81.24 %
	Category: 504 - Contract Services						
224-53111-113	CONTRACTUAL SERVICES	0.00	0.00	0.00	2,269.50	-2,269.50	0.00 %
224-53111-114	CONTRACTUAL SERVICES	150,000.00	150,000.00	607.40	13,934.18	136,065.82	90.71 %
224-53311-111	AUDIT	5,500.00	5,500.00	0.00	5,100.00	400.00	7.27 %
224-53561-113	PHONE & INTERNET	2,000.00	2,000.00	103.15	747.44	1,252.56	62.63 %
224-53711-113	SCHOOL & CONFERENCE	8,000.00	8,000.00	656.86	3,615.18	4,384.82	54.81 %
224-59111-114	ECONOMIC DEVELOPMENT	2,431,302.00	2,431,302.00	0.00	507,000.00	1,924,302.00	79.15 %
	Category: 504 - Contract Services Total:	2,596,802.00	2,596,802.00	1,367.41	532,666.30	2,064,135.70	79.49 %
	Expense Total:	2,836,542.00	2,836,542.00	11,987.21	644,088.65	2,192,453.35	77.29 %
	Fund: 224 - ECONOMIC DEVELOPMENT Surplus (Deficit):	-1,076,859.00	-1,076,859.00	149,326.27	687,692.24	1,764,551.24	163.86 %
	Fund: 225 - MUTUAL FIRE						
	Revenue						
	Category: 460 - Investment Income						
225-47111-000	INTEREST EARNINGS	1,000.00	1,000.00	1,244.59	8,207.81	7,207.81	820.78 %
	Category: 460 - Investment Income Total:	1,000.00	1,000.00	1,244.59	8,207.81	7,207.81	720.78 %
	Category: 470 - Miscellaneous Revenues						
225-49111-141	MISCELLANEOUS	105,540.00	105,540.00	0.00	52,531.00	-53,009.00	50.23 %
	Category: 470 - Miscellaneous Revenues Total:	105,540.00	105,540.00	0.00	52,531.00	-53,009.00	50.23 %
	Revenue Total:	106,540.00	106,540.00	1,244.59	60,738.81	-45,801.19	42.99 %
	Expense						
	Category: 503 - Supplies						
225-52111-141	DEPARTMENT SUPPLIES	58,500.00	58,500.00	17,860.00	34,816.51	23,683.49	40.48 %
	Category: 503 - Supplies Total:	58,500.00	58,500.00	17,860.00	34,816.51	23,683.49	40.48 %
	Category: 504 - Contract Services						
225-53111-000	CONTRACTUAL SERVICES	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
	Category: 504 - Contract Services Total:	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
	Category: 550 - Capital Outlay						
225-54411-141	EQUIPMENT	71,500.00	71,500.00	0.00	0.00	71,500.00	100.00 %
	Category: 550 - Capital Outlay Total:	71,500.00	71,500.00	0.00	0.00	71,500.00	100.00 %
	Category: 570 - Other Financing Uses						
225-58111-141	CONTINGENCY	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
	Category: 570 - Other Financing Uses Total:	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
	Expense Total:	235,500.00	235,500.00	17,860.00	34,816.51	200,683.49	85.22 %
	Fund: 225 - MUTUAL FIRE Surplus (Deficit):	-128,960.00	-128,960.00	-16,615.41	25,922.30	154,882.30	120.10 %
	Fund: 311 - DEBT SERVICE						
	Revenue						
	Category: 400 - Taxes						
311-41111-111	PROPERTY TAX-GENERAL	0.00	0.00	40.07	92,746.36	92,746.36	0.00 %
311-41131-111	IN LIEU OF TAXES	0.00	0.00	0.00	637.41	637.41	0.00 %
	Category: 400 - Taxes Total:	0.00	0.00	40.07	93,383.77	93,383.77	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Category: 460 - Investment Income						
311-47111-000 INTEREST EARNINGS	15,000.00	15,000.00	10,825.10	71,206.97	56,206.97	474.71 %
Category: 460 - Investment Income Total:	15,000.00	15,000.00	10,825.10	71,206.97	56,206.97	374.71 %
Category: 470 - Miscellaneous Revenues						
311-48311-000 SPEC ASSESS-PRINCIPAL	53,462.00	53,462.00	7,364.93	33,555.18	-19,906.82	37.24 %
311-48313-000 SPEC ASSESS-INTEREST	22,158.00	22,158.00	3,943.92	26,011.38	3,853.38	117.39 %
Category: 470 - Miscellaneous Revenues Total:	75,620.00	75,620.00	11,308.85	59,566.56	-16,053.44	21.23 %
Category: 480 - Other Financing Uses						
311-49302-000 LOAN PROCEEDS	1,000,000.00	1,000,000.00	0.00	0.00	-1,000,000.00	100.00 %
Category: 480 - Other Financing Uses Total:	1,000,000.00	1,000,000.00	0.00	0.00	-1,000,000.00	100.00 %
Revenue Total:	1,090,620.00	1,090,620.00	22,174.02	224,157.30	-866,462.70	79.45 %
Expense						
Category: 504 - Contract Services						
311-53195-111 ADMIN COSTS & FEES	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
Category: 504 - Contract Services Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
Category: 570 - Other Financing Uses						
311-57310-111 LOAN EXPENSE	1,000,000.00	1,000,000.00	0.00	0.00	1,000,000.00	100.00 %
311-58111-111 CONTINGENCY	2,500,000.00	2,500,000.00	0.00	0.00	2,500,000.00	100.00 %
Category: 570 - Other Financing Uses Total:	3,500,000.00	3,500,000.00	0.00	0.00	3,500,000.00	100.00 %
Expense Total:	3,505,000.00	3,505,000.00	0.00	0.00	3,505,000.00	100.00 %
Fund: 311 - DEBT SERVICE Surplus (Deficit):	-2,414,380.00	-2,414,380.00	22,174.02	224,157.30	2,638,537.30	109.28 %
Fund: 321 - CRA						
Revenue						
Category: 400 - Taxes						
321-41111-111 TIF PROPERTY TAX	560,809.00	560,809.00	242,212.60	294,834.96	-265,974.04	47.43 %
Category: 400 - Taxes Total:	560,809.00	560,809.00	242,212.60	294,834.96	-265,974.04	47.43 %
Category: 460 - Investment Income						
321-47111-111 INTEREST EARNINGS	500.00	500.00	1,048.58	4,015.42	3,515.42	803.08 %
Category: 460 - Investment Income Total:	500.00	500.00	1,048.58	4,015.42	3,515.42	703.08 %
Category: 470 - Miscellaneous Revenues						
321-48215-111 PROGRAM INCOME	0.00	0.00	50.00	50.00	50.00	0.00 %
Category: 470 - Miscellaneous Revenues Total:	0.00	0.00	50.00	50.00	50.00	0.00 %
Category: 480 - Other Financing Uses						
321-49301-111 BOND PROCEEDS	150,000.00	150,000.00	0.00	0.00	-150,000.00	100.00 %
Category: 480 - Other Financing Uses Total:	150,000.00	150,000.00	0.00	0.00	-150,000.00	100.00 %
Revenue Total:	711,309.00	711,309.00	243,311.18	298,900.38	-412,408.62	57.98 %
Expense						
Category: 504 - Contract Services						
321-53111-111 CONTRACTUAL SERVICES	0.00	0.00	490.00	1,785.00	-1,785.00	0.00 %
Category: 504 - Contract Services Total:	0.00	0.00	490.00	1,785.00	-1,785.00	0.00 %
Category: 560 - Debt Service						
321-57221-111 TIF PASS THRU - PRINCIPAL	185,847.00	185,847.00	10,511.30	10,511.30	175,335.70	94.34 %
321-57222-111 TIF PASS THRU - INTEREST	374,962.00	374,962.00	27,243.68	42,111.06	332,850.94	88.77 %
Category: 560 - Debt Service Total:	560,809.00	560,809.00	37,754.98	52,622.36	508,186.64	90.62 %
Category: 570 - Other Financing Uses						
321-57312-111 BOND EXPENSE	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
Category: 570 - Other Financing Uses Total:	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
Expense Total:	710,809.00	710,809.00	38,244.98	54,407.36	656,401.64	92.35 %
Fund: 321 - CRA Surplus (Deficit):	500.00	500.00	205,066.20	244,493.02	243,993.02	18,798.60 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 411 - CDBG						
Revenue						
Category: 412 - Intergovernmental						
411-43151-411 CDBG GRANT GENERAL	732,500.00	732,500.00	0.00	14,000.00	-718,500.00	98.09 %
Category: 412 - Intergovernmental Total:	732,500.00	732,500.00	0.00	14,000.00	-718,500.00	98.09 %
Category: 460 - Investment Income						
411-47111-000 INTEREST EARNINGS	100.00	100.00	66.73	419.48	319.48	419.48 %
Category: 460 - Investment Income Total:	100.00	100.00	66.73	419.48	319.48	319.48 %
Revenue Total:	732,600.00	732,600.00	66.73	14,419.48	-718,180.52	98.03 %
Expense						
Category: 504 - Contract Services						
411-53111-411 CONTRACTUAL SERVICES	0.00	0.00	175.50	2,254.50	-2,254.50	0.00 %
411-53311-411 AUDIT	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
411-54991-411 GRANT EXPENSE	732,500.00	732,500.00	0.00	-16,000.00	748,500.00	102.18 %
Category: 504 - Contract Services Total:	742,500.00	742,500.00	175.50	-13,745.50	756,245.50	101.85 %
Expense Total:	742,500.00	742,500.00	175.50	-13,745.50	756,245.50	101.85 %
Fund: 411 - CDBG Surplus (Deficit):	-9,900.00	-9,900.00	-108.77	28,164.98	38,064.98	384.49 %
Fund: 412 - LEASE CORPORATION						
Revenue						
Category: 460 - Investment Income						
412-47111-000 INTEREST EARNINGS	30.00	30.00	15.14	100.63	70.63	335.43 %
Category: 460 - Investment Income Total:	30.00	30.00	15.14	100.63	70.63	235.43 %
Revenue Total:	30.00	30.00	15.14	100.63	70.63	235.43 %
Expense						
Category: 504 - Contract Services						
412-53111-111 CONTRACTUAL SERVICES	0.00	0.00	0.00	30.00	-30.00	0.00 %
Category: 504 - Contract Services Total:	0.00	0.00	0.00	30.00	-30.00	0.00 %
Expense Total:	0.00	0.00	0.00	30.00	-30.00	0.00 %
Fund: 412 - LEASE CORPORATION Surplus (Deficit):	30.00	30.00	15.14	70.63	40.63	-135.43 %
Fund: 511 - CAPITAL PROJECTS FUND						
Revenue						
Category: 400 - Taxes						
511-41111-111 PROPERTY TAX-GENERAL	999,081.00	999,081.00	299,185.93	492,066.37	-507,014.63	50.75 %
511-41112-000 LB357 SALES TAX	637,233.00	637,233.00	0.00	0.00	-637,233.00	100.00 %
511-41118-111 HOMESTEAD EXEMPTION	20,000.00	20,000.00	0.00	0.00	-20,000.00	100.00 %
511-41119-111 PRORATE MTR VEH TAX	2,500.00	2,500.00	0.00	0.00	-2,500.00	100.00 %
511-41130-111 STATE PROP. TAX CREDIT	0.00	0.00	0.00	45,447.88	45,447.88	0.00 %
511-41131-111 IN LIEU OF TAXES	40,600.00	40,600.00	0.00	0.00	-40,600.00	100.00 %
511-41141-111 MOTOR VEHICLE TAXES	110,000.00	110,000.00	10,122.28	87,896.71	-22,103.29	20.09 %
Category: 400 - Taxes Total:	1,809,414.00	1,809,414.00	309,308.21	625,410.96	-1,184,003.04	65.44 %
Category: 460 - Investment Income						
511-47111-111 INTEREST EARNINGS	300.00	300.00	1,632.91	5,672.83	5,372.83	1,890.94 %
Category: 460 - Investment Income Total:	300.00	300.00	1,632.91	5,672.83	5,372.83	1,790.94 %
Revenue Total:	1,809,714.00	1,809,714.00	310,941.12	631,083.79	-1,178,630.21	65.13 %
Expense						
Category: 550 - Capital Outlay						
511-54311-111 STRUCTURES	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
511-54411-121 EQUIPMENT	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
511-54411-151 EQUIPMENT	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
511-54411-171 EQUIPMENT	115,000.00	115,000.00	0.00	95,483.28	19,516.72	16.97 %
Category: 550 - Capital Outlay Total:	250,000.00	250,000.00	0.00	95,483.28	154,516.72	61.81 %
Expense Total:	250,000.00	250,000.00	0.00	95,483.28	154,516.72	61.81 %
Fund: 511 - CAPITAL PROJECTS FUND Surplus (Deficit):	1,559,714.00	1,559,714.00	310,941.12	535,600.51	-1,024,113.49	65.66 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 621 - ENVIRONMENTAL SERVICES						
Revenue						
Category: 420 - Charges for Services						
621-46111-621	SALES & SERVICE	3,217,543.95	3,217,543.95	273,098.05	2,018,861.31	-1,198,682.64 37.25 %
621-46118-000	UTILITY PENALTIES	30,000.00	30,000.00	3,212.20	22,037.79	-7,962.21 26.54 %
621-46211-621	COMPACTR/DUMSPTR LEASE	5,000.00	5,000.00	1,583.40	9,210.92	4,210.92 184.22 %
621-46321-621	RECYCLING SERVICE CHARG	50,000.00	50,000.00	5,137.35	38,437.66	-11,562.34 23.12 %
621-46322-621	SALE OF RECYCL MATERIAL	10,000.00	10,000.00	297.85	7,172.41	-2,827.59 28.28 %
	Category: 420 - Charges for Services Total:	3,312,543.95	3,312,543.95	283,328.85	2,095,720.09	-1,216,823.86 36.73 %
Category: 460 - Investment Income						
621-47111-000	INTEREST EARNINGS	5,000.00	5,000.00	13,548.57	75,962.52	70,962.52 1,519.25 %
	Category: 460 - Investment Income Total:	5,000.00	5,000.00	13,548.57	75,962.52	70,962.52 1,419.25 %
Category: 470 - Miscellaneous Revenues						
621-49111-621	MISCELLANEOUS	0.00	0.00	10.35	268.64	268.64 0.00 %
	Category: 470 - Miscellaneous Revenues Total:	0.00	0.00	10.35	268.64	268.64 0.00 %
	Revenue Total:	3,317,543.95	3,317,543.95	296,887.77	2,171,951.25	-1,145,592.70 34.53 %
Expense						
Category: 500 - Personnel						
621-51111-111	REGULAR SALARIES	80,046.94	80,046.94	7,048.60	59,423.68	20,623.26 25.76 %
621-51111-112	REGULAR SALARIES	24,192.64	24,192.64	1,601.20	13,715.20	10,477.44 43.31 %
621-51111-114	REGULAR SALARIES	41,908.85	41,908.85	0.00	0.00	41,908.85 100.00 %
621-51111-115	REGULAR SALARIES	18,941.29	18,941.29	1,452.34	12,415.31	6,525.98 34.45 %
621-51111-212	REGULAR SALARIES	26,655.76	26,655.76	2,043.58	17,422.93	9,232.83 34.64 %
621-51111-621	REGULAR SALARIES	728,377.35	728,377.35	58,955.93	475,849.74	252,527.61 34.67 %
621-51121-621	OVERTIME SALARIES	0.00	0.00	940.82	1,664.15	-1,664.15 0.00 %
621-51131-621	PART-TIME SALARIES	17,631.95	17,631.95	274.75	274.75	17,357.20 98.44 %
621-51211-111	SOCIAL SECURITY	6,123.59	6,123.59	500.77	4,041.30	2,082.29 34.00 %
621-51211-112	SOCIAL SECURITY	1,850.74	1,850.74	121.04	1,037.65	813.09 43.93 %
621-51211-114	SOCIAL SECURITY	3,206.03	3,206.03	0.00	0.00	3,206.03 100.00 %
621-51211-115	SOCIAL SECURITY	1,449.01	1,449.01	106.34	910.71	538.30 37.15 %
621-51211-212	SOCIAL SECURITY	2,039.17	2,039.17	144.20	1,242.29	796.88 39.08 %
621-51221-621	SOCIAL SECURITY	57,069.71	57,069.71	4,346.31	34,217.60	22,852.11 40.04 %
621-51221-111	RETIREMENT	4,076.54	4,076.54	329.61	2,295.58	1,780.96 43.69 %
621-51221-112	RETIREMENT	1,451.56	1,451.56	96.08	678.86	772.70 53.23 %
621-51221-114	RETIREMENT	5,448.15	5,448.15	0.00	0.00	5,448.15 100.00 %
621-51221-115	RETIREMENT	1,136.48	1,136.48	87.16	614.34	522.14 45.94 %
621-51221-212	RETIREMENT	1,599.35	1,599.35	122.60	866.08	733.27 45.85 %
621-51221-621	RETIREMENT	30,980.22	30,980.22	3,185.54	19,764.62	11,215.60 36.20 %
621-51231-111	HEALTH INSURANCE	19,942.00	19,942.00	1,656.04	13,248.31	6,693.69 33.57 %
621-51231-112	HEALTH INSURANCE	4,532.00	4,532.00	377.50	3,020.01	1,511.99 33.36 %
621-51231-114	HEALTH INSURANCE	4,532.00	4,532.00	0.00	0.00	4,532.00 100.00 %
621-51231-115	HEALTH INSURANCE	4,532.00	4,532.00	377.50	3,020.01	1,511.99 33.36 %
621-51231-212	HEALTH INSURANCE	4,532.00	4,532.00	377.50	3,020.00	1,512.00 33.36 %
621-51231-621	HEALTH INSURANCE	253,800.96	253,800.96	20,531.53	161,523.74	92,277.22 36.36 %
621-51241-111	LIFE INSURANCE	121.00	121.00	0.00	72.08	48.92 40.43 %
621-51241-112	LIFE INSURANCE	28.00	28.00	0.00	16.40	11.60 41.43 %
621-51241-114	LIFE INSURANCE	28.00	28.00	0.00	0.00	28.00 100.00 %
621-51241-115	LIFE INSURANCE	28.00	28.00	0.00	16.40	11.60 41.43 %
621-51241-212	LIFE INSURANCE	28.00	28.00	0.00	16.40	11.60 41.43 %
621-51241-621	LIFE INSURANCE	1,540.00	1,540.00	0.00	882.88	657.12 42.67 %
621-51261-621	WORKERS COMPENSATION	23,251.38	23,251.38	-1,770.89	26,278.90	-3,027.52 -13.02 %
	Category: 500 - Personnel Total:	1,371,080.67	1,371,080.67	102,906.05	857,549.92	513,530.75 37.45 %
Category: 503 - Supplies						
621-52111-621	DEPARTMENT SUPPLIES	142,000.00	142,000.00	8,614.00	53,124.92	88,875.08 62.59 %
621-52181-621	UNIFORMS & CLOTHING	5,500.00	5,500.00	0.00	2,441.54	3,058.46 55.61 %
621-52511-621	GASOLINE	3,000.00	3,000.00	128.03	1,358.96	1,641.04 54.70 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
621-52521-621	OTHER FUEL	164,000.00	164,000.00	9,170.72	70,639.48	93,360.52	56.93 %
	Category: 503 - Supplies Total:	314,500.00	314,500.00	17,912.75	127,564.90	186,935.10	59.44 %
	Category: 504 - Contract Services						
621-53111-621	CONTRACTUAL SERVICES	60,000.00	60,000.00	4,138.14	43,147.37	16,852.63	28.09 %
621-53151-621	BANK FEES	20,000.00	20,000.00	1,841.94	15,574.60	4,425.40	22.13 %
621-53161-621	LEGAL PUBLICATIONS	1,000.00	1,000.00	0.00	269.10	730.90	73.09 %
621-53193-621	DISPOSAL FEES	580,000.00	580,000.00	0.00	243,295.72	336,704.28	58.05 %
621-53194-621	POST CLOSURE CARE	5,000.00	5,000.00	3,075.00	3,075.00	1,925.00	38.50 %
621-53211-621	LEGAL FEES	6,700.00	6,700.00	0.00	0.00	6,700.00	100.00 %
621-53311-621	AUDIT	6,500.00	6,500.00	0.00	6,020.00	480.00	7.38 %
621-53421-621	BUILDING MAINTENANCE	4,000.00	4,000.00	291.00	1,466.36	2,533.64	63.34 %
621-53431-621	ELECTRICAL MAINTENANCE	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
621-53441-621	EQUIPMENT MAINTENANCE	40,000.00	40,000.00	1,369.67	12,948.38	27,051.62	67.63 %
621-53451-621	VEHICLE MAINTENANCE	95,000.00	95,000.00	12,286.29	44,968.17	50,031.83	52.67 %
621-53511-621	ELECTRICITY	10,000.00	10,000.00	739.04	5,980.00	4,020.00	40.20 %
621-53521-621	HEATING FUEL	6,500.00	6,500.00	493.56	4,839.65	1,660.35	25.54 %
621-53561-621	PHONE & INTERNET	4,000.00	4,000.00	170.08	1,751.07	2,248.93	56.22 %
621-53711-621	SCHOOL & CONFERENCE	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
621-53821-621	PROP & EQUIP INSURANCE	25,464.00	25,464.00	0.00	25,470.51	-6.51	-0.03 %
621-53831-621	LIABILITY INSURANCE	12,045.00	12,045.00	0.00	12,673.19	-628.19	-5.22 %
621-53841-621	VEHICLE INSURANCE	50,681.00	50,681.00	0.00	25,713.08	24,967.92	49.26 %
621-59611-621	BAD DEBT EXPENSE	15,000.00	15,000.00	1,657.59	7,678.05	7,321.95	48.81 %
	Category: 504 - Contract Services Total:	944,890.00	944,890.00	26,062.31	454,870.25	490,019.75	51.86 %
	Category: 550 - Capital Outlay						
621-54311-621	STRUCTURES	2,200,000.00	2,200,000.00	0.00	30,377.50	2,169,622.50	98.62 %
621-54411-621	EQUIPMENT	931,000.00	931,000.00	0.00	362,617.80	568,382.20	61.05 %
	Category: 550 - Capital Outlay Total:	3,131,000.00	3,131,000.00	0.00	392,995.30	2,738,004.70	87.45 %
	Expense Total:	5,761,470.67	5,761,470.67	146,881.11	1,832,980.37	3,928,490.30	68.19 %
	Fund: 621 - ENVIRONMENTAL SERVICES Surplus (Deficit):	-2,443,926.72	-2,443,926.72	150,006.66	338,970.88	2,782,897.60	113.87 %
	Fund: 631 - WASTEWATER						
	Revenue						
	Category: 420 - Charges for Services						
631-42122-631	CONNECTION CHARGES	1,000.00	1,000.00	1,600.00	2,000.00	1,000.00	200.00 %
631-42302-631	PERMITS	100.00	100.00	500.00	1,550.00	1,450.00	1,550.00 %
631-46111-631	SALES & SERVICE	2,733,444.00	2,733,444.00	236,235.56	1,761,034.37	-972,409.63	35.57 %
631-46118-000	UTILITY PENALTIES	35,000.00	35,000.00	3,188.53	20,792.65	-14,207.35	40.59 %
	Category: 420 - Charges for Services Total:	2,769,544.00	2,769,544.00	241,524.09	1,785,377.02	-984,166.98	35.54 %
	Category: 440 - Rents						
631-46117-631	RENT	0.00	0.00	0.00	2,982.00	2,982.00	0.00 %
	Category: 440 - Rents Total:	0.00	0.00	0.00	2,982.00	2,982.00	0.00 %
	Category: 460 - Investment Income						
631-47111-000	INTEREST EARNINGS	15,000.00	15,000.00	0.00	13,460.89	-1,539.11	10.26 %
	Category: 460 - Investment Income Total:	15,000.00	15,000.00	0.00	13,460.89	-1,539.11	10.26 %
	Category: 470 - Miscellaneous Revenues						
631-49111-631	MISCELLANEOUS	0.00	0.00	0.00	1,158.38	1,158.38	0.00 %
	Category: 470 - Miscellaneous Revenues Total:	0.00	0.00	0.00	1,158.38	1,158.38	0.00 %
	Revenue Total:	2,784,544.00	2,784,544.00	241,524.09	1,802,978.29	-981,565.71	35.25 %
	Expense						
	Category: 500 - Personnel						
631-51111-111	REGULAR SALARIES	80,035.20	80,035.20	7,048.60	59,423.68	20,611.52	25.75 %
631-51111-112	REGULAR SALARIES	24,192.64	24,192.64	1,601.20	13,715.20	10,477.44	43.31 %
631-51111-114	REGULAR SALARIES	41,908.85	41,908.85	0.00	0.00	41,908.85	100.00 %
631-51111-115	REGULAR SALARIES	18,941.29	18,941.29	1,452.34	12,415.31	6,525.98	34.45 %
631-51111-116	REGULAR SALARIES	8,558.31	8,558.31	650.26	5,527.21	3,031.10	35.42 %
631-51111-121	REGULAR SALARIES	10,649.62	10,649.62	829.90	6,876.31	3,773.31	35.43 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
631-51111-212	REGULAR SALARIES	26,655.76	26,655.76	2,043.58	17,422.93	9,232.83	34.64 %
631-51111-631	REGULAR SALARIES	608,491.37	608,491.37	47,027.21	380,302.65	228,188.72	37.50 %
631-51121-631	OVERTIME SALARIES	24,613.00	24,613.00	1,235.76	9,930.25	14,682.75	59.65 %
631-51131-631	PART-TIME SALARIES	17,631.95	17,631.95	274.75	274.75	17,357.20	98.44 %
631-51211-111	SOCIAL SECURITY	6,122.69	6,122.69	500.77	4,041.30	2,081.39	33.99 %
631-51211-112	SOCIAL SECURITY	1,850.74	1,850.74	121.04	1,037.65	813.09	43.93 %
631-51211-114	SOCIAL SECURITY	3,206.03	3,206.03	0.00	0.00	3,206.03	100.00 %
631-51211-115	SOCIAL SECURITY	1,449.01	1,449.01	106.34	910.71	538.30	37.15 %
631-51211-116	SOCIAL SECURITY	654.71	654.71	41.14	352.40	302.31	46.17 %
631-51211-121	SOCIAL SECURITY	814.70	814.70	50.68	485.88	328.82	40.36 %
631-51211-212	SOCIAL SECURITY	2,039.17	2,039.17	144.20	1,242.29	796.88	39.08 %
631-51221-631	SOCIAL SECURITY	49,781.32	49,781.32	3,396.24	27,522.65	22,258.67	44.71 %
631-51221-111	RETIREMENT	4,075.83	4,075.83	329.61	2,295.58	1,780.25	43.68 %
631-51221-112	RETIREMENT	1,451.56	1,451.56	96.08	678.86	772.70	53.23 %
631-51221-114	RETIREMENT	5,448.15	5,448.15	0.00	0.00	5,448.15	100.00 %
631-51221-115	RETIREMENT	1,136.48	1,136.48	87.16	614.34	522.14	45.94 %
631-51221-116	RETIREMENT	513.50	513.50	39.00	273.00	240.50	46.84 %
631-51221-121	RETIREMENT	319.49	319.49	49.80	337.98	-18.49	-5.79 %
631-51221-212	RETIREMENT	1,599.35	1,599.35	122.60	866.08	733.27	45.85 %
631-51221-631	RETIREMENT	30,756.28	30,756.28	2,542.62	18,481.46	12,274.82	39.91 %
631-51231-111	HEALTH INSURANCE	19,942.00	19,942.00	1,656.04	13,248.31	6,693.69	33.57 %
631-51231-112	HEALTH INSURANCE	4,532.00	4,532.00	377.50	3,020.01	1,511.99	33.36 %
631-51231-114	HEALTH INSURANCE	4,532.00	4,532.00	0.00	0.00	4,532.00	100.00 %
631-51231-115	HEALTH INSURANCE	4,532.00	4,532.00	377.50	3,020.01	1,511.99	33.36 %
631-51231-116	HEALTH INSURANCE	2,719.00	2,719.00	226.50	1,793.62	925.38	34.03 %
631-51231-121	HEALTH INSURANCE	2,719.00	2,719.00	226.50	1,791.19	927.81	34.12 %
631-51231-212	HEALTH INSURANCE	4,532.00	4,532.00	377.50	3,020.00	1,512.00	33.36 %
631-51231-631	HEALTH INSURANCE	208,479.36	208,479.36	16,796.49	119,679.29	88,800.07	42.59 %
631-51241-111	LIFE INSURANCE	121.00	121.00	0.00	72.08	48.92	40.43 %
631-51241-112	LIFE INSURANCE	28.00	28.00	0.00	16.40	11.60	41.43 %
631-51241-114	LIFE INSURANCE	28.00	28.00	0.00	0.00	28.00	100.00 %
631-51241-115	LIFE INSURANCE	28.00	28.00	0.00	16.40	11.60	41.43 %
631-51241-116	LIFE INSURANCE	17.00	17.00	0.00	9.64	7.36	43.29 %
631-51241-121	LIFE INSURANCE	17.00	17.00	0.00	9.79	7.21	42.41 %
631-51241-212	LIFE INSURANCE	28.00	28.00	0.00	16.40	11.60	41.43 %
631-51241-631	LIFE INSURANCE	1,265.00	1,265.00	0.00	646.33	618.67	48.91 %
631-51261-631	WORKERS COMPENSATION	7,315.00	7,315.00	3,224.87	12,134.97	-4,819.97	-65.89 %
Category: 500 - Personnel Total:		1,233,731.36	1,233,731.36	93,053.78	723,522.91	510,208.45	41.35 %
Category: 503 - Supplies							
631-52111-631	DEPARTMENT SUPPLIES	65,060.00	65,060.00	8,158.40	30,459.86	34,600.14	53.18 %
631-52181-631	UNIFORMS & CLOTHING	7,400.00	7,400.00	0.00	2,979.12	4,420.88	59.74 %
631-52311-631	MEMBERSHIPS	3,260.00	3,260.00	475.00	1,004.66	2,255.34	69.18 %
631-52411-631	POSTAGE	4,200.00	4,200.00	0.00	245.67	3,954.33	94.15 %
631-52511-631	GASOLINE	21,750.00	21,750.00	627.61	5,151.99	16,598.01	76.31 %
631-52521-631	OTHER FUEL	56,448.00	56,448.00	2,020.69	20,003.53	36,444.47	64.56 %
631-52611-631	CHEMICALS	40,000.00	40,000.00	0.00	10,759.86	29,240.14	73.10 %
Category: 503 - Supplies Total:		198,118.00	198,118.00	11,281.70	70,604.69	127,513.31	64.36 %
Category: 504 - Contract Services							
631-53111-631	CONTRACTUAL SERVICES	101,785.00	101,785.00	5,569.35	49,384.92	52,400.08	51.48 %
631-53151-631	BANK FEES	20,000.00	20,000.00	1,841.94	15,574.61	4,425.39	22.13 %
631-53161-631	LEGAL PUBLICATIONS	100.00	100.00	0.00	0.00	100.00	100.00 %
631-53195-631	ADMIN COSTS & FEES	403.00	403.00	0.00	283.30	119.70	29.70 %
631-53211-631	LEGAL FEES	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
631-53311-631	AUDIT	6,500.00	6,500.00	0.00	6,020.00	480.00	7.38 %
631-53421-631	BUILDING MAINTENANCE	5,000.00	5,000.00	0.00	681.74	4,318.26	86.37 %
631-53431-631	ELECTRICAL MAINTENANCE	11,000.00	11,000.00	0.00	2,795.57	8,204.43	74.59 %
631-53441-631	EQUIPMENT MAINTENANCE	142,550.00	142,550.00	2,601.48	28,868.05	113,681.95	79.75 %
631-53451-631	VEHICLE MAINTENANCE	10,050.00	10,050.00	174.78	6,039.00	4,011.00	39.91 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
631-53461-631	FACILITY REPAIRS	52,500.00	52,500.00	0.00	11,126.00	41,374.00	78.81 %
631-53466-631	SEWER BACKUP CLAIMS	10,000.00	10,000.00	0.00	270.00	9,730.00	97.30 %
631-53511-631	ELECTRICITY	18,800.00	18,800.00	1,400.23	12,178.89	6,621.11	35.22 %
631-53521-631	HEATING FUEL	6,000.00	6,000.00	0.00	2,093.44	3,906.56	65.11 %
631-53531-631	ELECTRIC POWER	220,500.00	220,500.00	13,204.99	93,564.30	126,935.70	57.57 %
631-53561-631	PHONE & INTERNET	3,600.00	3,600.00	162.40	1,323.04	2,276.96	63.25 %
631-53571-631	CELLULAR PHONE	1,620.00	1,620.00	42.75	627.39	992.61	61.27 %
631-53611-631	RENT-LAND	994.00	994.00	0.00	1,002.68	-8.68	-0.87 %
631-53631-631	RENT-MACHINES	0.00	0.00	0.00	903.71	-903.71	0.00 %
631-53711-631	SCHOOL & CONFERENCE	5,000.00	5,000.00	0.00	764.90	4,235.10	84.70 %
631-53821-631	PROP & EQUIP INSURANCE	78,430.00	78,430.00	0.00	77,915.86	514.14	0.66 %
631-53831-631	LIABILITY INSURANCE	14,476.00	14,476.00	0.00	15,447.48	-971.48	-6.71 %
631-53841-631	VEHICLE INSURANCE	22,366.00	22,366.00	0.00	11,045.85	11,320.15	50.61 %
631-59211-631	LICENSE/PERMITS	2,950.00	2,950.00	0.00	0.00	2,950.00	100.00 %
631-59611-631	BAD DEBT EXPENSE	15,000.00	15,000.00	1,606.70	8,558.70	6,441.30	42.94 %
Category: 504 - Contract Services Total:		751,624.00	751,624.00	26,604.62	346,469.43	405,154.57	53.90 %
Category: 550 - Capital Outlay							
631-54212-631	ENGINEERING/DESIGN	82,000.00	82,000.00	42,500.00	44,070.00	37,930.00	46.26 %
631-54311-631	STRUCTURES	516,000.00	516,000.00	215,529.52	215,529.52	300,470.48	58.23 %
631-54411-631	EQUIPMENT	1,170,000.00	1,170,000.00	0.00	94,417.43	1,075,582.57	91.93 %
Category: 550 - Capital Outlay Total:		1,768,000.00	1,768,000.00	258,029.52	354,016.95	1,413,983.05	79.98 %
Category: 560 - Debt Service							
631-57110-631	DEBT SERVICE-PRINCIPAL	56,660.00	56,660.00	0.00	32,722.07	23,937.93	42.25 %
631-57115-631	DEBT SERVICE-INTEREST	1,209.00	1,209.00	0.00	849.90	359.10	29.70 %
Category: 560 - Debt Service Total:		57,869.00	57,869.00	0.00	33,571.97	24,297.03	41.99 %
Category: 570 - Other Financing Uses							
631-55502-631	TRANSFER TO STORMWATER	50,000.00	50,000.00	0.00	25,000.00	25,000.00	50.00 %
631-55600-631	TRANSFER TO GIS	18,750.00	18,750.00	0.00	9,375.00	9,375.00	50.00 %
631-58111-631	CONTINGENCY	600,000.00	600,000.00	0.00	0.00	600,000.00	100.00 %
Category: 570 - Other Financing Uses Total:		668,750.00	668,750.00	0.00	34,375.00	634,375.00	94.86 %
Expense Total:		4,678,092.36	4,678,092.36	388,969.62	1,562,560.95	3,115,531.41	66.60 %
Fund: 631 - WASTEWATER Surplus (Deficit):		-1,893,548.36	-1,893,548.36	-147,445.53	240,417.34	2,133,965.70	112.70 %
Fund: 641 - WATER							
Revenue							
Category: 420 - Charges for Services							
641-42302-121	PERMITS	100.00	100.00	868.00	2,190.00	2,090.00	2,190.00 %
641-46111-641	SALES & SERVICE	1,880,448.00	1,880,448.00	149,520.18	1,327,906.44	-552,541.56	29.38 %
641-46114-641	WATER MAINS	1,000.00	1,000.00	0.00	586.00	-414.00	41.40 %
641-46115-641	METERS & REMOTES	1,000.00	1,000.00	2,664.00	7,146.00	6,146.00	714.60 %
641-46118-000	UTILITY PENALTIES	25,000.00	25,000.00	2,363.55	17,410.19	-7,589.81	30.36 %
Category: 420 - Charges for Services Total:		1,907,548.00	1,907,548.00	155,415.73	1,355,238.63	-552,309.37	28.95 %
Category: 440 - Rents							
641-46117-641	RENT	42,461.00	42,461.00	3,537.63	29,531.52	-12,929.48	30.45 %
Category: 440 - Rents Total:		42,461.00	42,461.00	3,537.63	29,531.52	-12,929.48	30.45 %
Category: 460 - Investment Income							
641-47111-000	INTEREST EARNINGS	15,000.00	15,000.00	11,670.88	75,549.29	60,549.29	503.66 %
Category: 460 - Investment Income Total:		15,000.00	15,000.00	11,670.88	75,549.29	60,549.29	403.66 %
Category: 470 - Miscellaneous Revenues							
641-46314-641	BAD DEBT COLLECTIONS	5,000.00	5,000.00	302.90	6,103.92	1,103.92	122.08 %
641-49111-641	MISCELLANEOUS	0.00	0.00	2,616.00	15,341.86	15,341.86	0.00 %
641-49227-000	DAMAGE REIMBURSEMENT	0.00	0.00	0.00	1,915.06	1,915.06	0.00 %
Category: 470 - Miscellaneous Revenues Total:		5,000.00	5,000.00	2,918.90	23,360.84	18,360.84	367.22 %
Revenue Total:		1,970,009.00	1,970,009.00	173,543.14	1,483,680.28	-486,328.72	24.69 %

Expense		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Category: 500 - Personnel							
641-51111-111	REGULAR SALARIES	80,046.94	80,046.94	7,048.52	59,423.08	20,623.86	25.76 %
641-51111-112	REGULAR SALARIES	24,192.64	24,192.64	1,601.18	13,715.03	10,477.61	43.31 %
641-51111-114	REGULAR SALARIES	41,908.85	41,908.85	0.00	0.00	41,908.85	100.00 %
641-51111-115	REGULAR SALARIES	18,941.29	18,941.29	1,452.32	12,415.14	6,526.15	34.45 %
641-51111-116	REGULAR SALARIES	5,705.54	5,705.54	433.50	3,684.75	2,020.79	35.42 %
641-51111-121	REGULAR SALARIES	10,649.62	10,649.62	829.92	6,876.48	3,773.14	35.43 %
641-51111-212	REGULAR SALARIES	26,655.76	26,655.76	2,043.56	17,422.76	9,233.00	34.64 %
641-51111-641	REGULAR SALARIES	445,421.83	445,421.83	31,553.56	277,965.78	167,456.05	37.59 %
641-51121-641	OVERTIME SALARIES	12,113.00	12,113.00	804.99	9,209.26	2,903.74	23.97 %
641-51211-111	SOCIAL SECURITY	6,123.59	6,123.59	500.59	4,040.12	2,083.47	34.02 %
641-51211-112	SOCIAL SECURITY	1,850.74	1,850.74	121.06	1,037.77	812.97	43.93 %
641-51211-114	SOCIAL SECURITY	3,206.03	3,206.03	0.00	0.00	3,206.03	100.00 %
641-51211-115	SOCIAL SECURITY	1,449.01	1,449.01	106.30	910.34	538.67	37.18 %
641-51211-116	SOCIAL SECURITY	436.47	436.47	27.42	234.88	201.59	46.19 %
641-51211-121	SOCIAL SECURITY	814.70	814.70	50.70	485.85	328.85	40.36 %
641-51211-212	SOCIAL SECURITY	2,039.17	2,039.17	144.14	1,242.05	797.12	39.09 %
641-51211-641	SOCIAL SECURITY	35,001.41	35,001.41	2,297.50	20,836.66	14,164.75	40.47 %
641-51221-111	RETIREMENT	4,076.54	4,076.54	329.41	2,295.09	1,781.45	43.70 %
641-51221-112	RETIREMENT	1,451.56	1,451.56	96.04	678.58	772.98	53.25 %
641-51221-114	RETIREMENT	5,448.15	5,448.15	0.00	0.00	5,448.15	100.00 %
641-51221-115	RETIREMENT	1,136.48	1,136.48	87.12	614.06	522.42	45.97 %
641-51221-116	RETIREMENT	342.33	342.33	26.00	182.00	160.33	46.83 %
641-51221-121	RETIREMENT	319.49	319.49	49.80	337.79	-18.30	-5.73 %
641-51221-212	RETIREMENT	1,599.35	1,599.35	122.64	866.06	733.29	45.85 %
641-51221-641	RETIREMENT	21,855.68	21,855.68	1,418.50	12,713.20	9,142.48	41.83 %
641-51231-111	HEALTH INSURANCE	19,942.00	19,942.00	1,655.85	13,246.83	6,695.17	33.57 %
641-51231-112	HEALTH INSURANCE	4,532.00	4,532.00	377.50	3,019.98	1,512.02	33.36 %
641-51231-114	HEALTH INSURANCE	4,532.00	4,532.00	0.00	0.00	4,532.00	100.00 %
641-51231-115	HEALTH INSURANCE	4,532.00	4,532.00	377.50	3,019.98	1,512.02	33.36 %
641-51231-116	HEALTH INSURANCE	1,813.00	1,813.00	151.00	1,195.75	617.25	34.05 %
641-51231-121	HEALTH INSURANCE	2,719.00	2,719.00	226.50	1,791.20	927.80	34.12 %
641-51231-212	HEALTH INSURANCE	4,532.00	4,532.00	377.50	3,020.00	1,512.00	33.36 %
641-51231-641	HEALTH INSURANCE	135,965.00	135,965.00	11,511.48	87,870.79	48,094.21	35.37 %
641-51241-111	LIFE INSURANCE	121.00	121.00	0.00	71.89	49.11	40.59 %
641-51241-112	LIFE INSURANCE	28.00	28.00	0.00	16.32	11.68	41.71 %
641-51241-114	LIFE INSURANCE	28.00	28.00	0.00	0.00	28.00	100.00 %
641-51241-115	LIFE INSURANCE	28.00	28.00	0.00	16.33	11.67	41.68 %
641-51241-116	LIFE INSURANCE	11.00	11.00	0.00	6.43	4.57	41.55 %
641-51241-121	LIFE INSURANCE	17.00	17.00	0.00	9.79	7.21	42.41 %
641-51241-212	LIFE INSURANCE	28.00	28.00	0.00	16.32	11.68	41.71 %
641-51241-641	LIFE INSURANCE	825.00	825.00	0.00	474.81	350.19	42.45 %
641-51261-641	WORKERS COMPENSATION	8,252.00	8,252.00	1,162.44	11,781.09	-3,529.09	-42.77 %
Category: 500 - Personnel Total:		940,691.17	940,691.17	66,984.54	572,744.24	367,946.93	39.11 %
Category: 503 - Supplies							
641-52111-641	DEPARTMENT SUPPLIES	140,000.00	140,000.00	5,777.44	69,016.70	70,983.30	50.70 %
641-52116-641	METERS	60,000.00	60,000.00	0.00	39,483.31	20,516.69	34.19 %
641-52117-641	SAMPLES	57,342.00	57,342.00	672.00	8,199.00	49,143.00	85.70 %
641-52181-641	UNIFORMS & CLOTHING	5,500.00	5,500.00	297.46	1,941.93	3,558.07	64.69 %
641-52311-641	MEMBERSHIPS	2,500.00	2,500.00	0.00	751.67	1,748.33	69.93 %
641-52411-641	POSTAGE	13,500.00	13,500.00	582.36	2,326.99	11,173.01	82.76 %
641-52511-641	GASOLINE	28,000.00	28,000.00	1,148.02	8,884.92	19,115.08	68.27 %
641-52521-641	OTHER FUEL	3,500.00	3,500.00	69.86	825.72	2,674.28	76.41 %
641-52611-641	CHEMICALS	86,000.00	86,000.00	11,619.84	41,971.79	44,028.21	51.20 %
Category: 503 - Supplies Total:		396,342.00	396,342.00	20,166.98	173,402.03	222,939.97	56.25 %
Category: 504 - Contract Services							
641-53111-641	CONTRACTUAL SERVICES	112,753.00	112,753.00	3,389.48	61,308.98	51,444.02	45.63 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
641-53151-641 BANK FEES	20,000.00	20,000.00	1,841.93	15,574.56	4,425.44	22.13 %
641-53161-641 LEGAL PUBLICATIONS	100.00	100.00	0.00	72.93	27.07	27.07 %
641-53211-641 LEGAL FEES	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
641-53311-641 AUDIT	6,500.00	6,500.00	0.00	6,020.00	480.00	7.38 %
641-53421-641 BUILDING MAINTENANCE	2,000.00	2,000.00	0.00	291.29	1,708.71	85.44 %
641-53431-641 ELECTRICAL MAINTENANCE	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
641-53441-641 EQUIPMENT MAINTENANCE	18,500.00	18,500.00	0.00	3,875.52	14,624.48	79.05 %
641-53451-641 VEHICLE MAINTENANCE	9,500.00	9,500.00	10.00	4,045.67	5,454.33	57.41 %
641-53461-641 FACILITY REPAIRS	30,000.00	30,000.00	0.00	3,510.00	26,490.00	88.30 %
641-53511-641 ELECTRICITY	2,640.00	2,640.00	451.98	1,951.23	688.77	26.09 %
641-53521-641 HEATING FUEL	5,000.00	5,000.00	154.40	1,687.92	3,312.08	66.24 %
641-53531-641 ELECTRIC POWER	170,000.00	170,000.00	6,917.97	64,424.78	105,575.22	62.10 %
641-53561-641 PHONE & INTERNET	2,760.00	2,760.00	151.39	1,287.08	1,472.92	53.37 %
641-53571-641 CELLULAR PHONE	1,612.00	1,612.00	42.75	299.43	1,312.57	81.42 %
641-53611-641 RENT-LAND	950.00	950.00	0.00	1,002.68	-52.68	-5.55 %
641-53631-641 RENT-MACHINES	1,150.00	1,150.00	134.18	476.72	673.28	58.55 %
641-53711-641 SCHOOL & CONFERENCE	3,500.00	3,500.00	0.00	2,400.00	1,100.00	31.43 %
641-53821-641 PROP & EQUIP INSURANCE	41,016.00	41,016.00	0.00	37,421.95	3,594.05	8.76 %
641-53831-641 LIABILITY INSURANCE	11,441.00	11,441.00	0.00	11,867.49	-426.49	-3.73 %
641-53841-641 VEHICLE INSURANCE	8,375.00	8,375.00	0.00	4,596.95	3,778.05	45.11 %
641-59211-641 LICENSE/PERMITS	200.00	200.00	0.00	77.41	122.59	61.30 %
641-59611-641 BAD DEBT EXPENSE	14,000.00	14,000.00	2,371.92	6,017.45	7,982.55	57.02 %
Category: 504 - Contract Services Total:	465,997.00	465,997.00	15,466.00	228,210.04	237,786.96	51.03 %
Category: 550 - Capital Outlay						
641-54212-641 ENGINEERING/DESIGN	75,000.00	75,000.00	0.00	9,539.33	65,460.67	87.28 %
641-54311-641 STRUCTURES	675,000.00	675,000.00	0.00	0.00	675,000.00	100.00 %
641-54411-641 EQUIPMENT	145,986.00	145,986.00	0.00	0.00	145,986.00	100.00 %
Category: 550 - Capital Outlay Total:	895,986.00	895,986.00	0.00	9,539.33	886,446.67	98.94 %
Category: 570 - Other Financing Uses						
641-55600-641 TRANSFER TO GIS	18,750.00	18,750.00	0.00	9,375.00	9,375.00	50.00 %
641-58111-641 CONTINGENCY	600,000.00	600,000.00	0.00	0.00	600,000.00	100.00 %
Category: 570 - Other Financing Uses Total:	618,750.00	618,750.00	0.00	9,375.00	609,375.00	98.48 %
Expense Total:	3,317,766.17	3,317,766.17	102,617.52	993,270.64	2,324,495.53	70.06 %
Fund: 641 - WATER Surplus (Deficit):	-1,347,757.17	-1,347,757.17	70,925.62	490,409.64	1,838,166.81	136.39 %
Fund: 651 - ELECTRIC						
Revenue						
Category: 460 - Investment Income						
651-47111-000 INTEREST EARNINGS	5,000.00	5,000.00	3,270.71	21,688.29	16,688.29	433.77 %
Category: 460 - Investment Income Total:	5,000.00	5,000.00	3,270.71	21,688.29	16,688.29	333.77 %
Category: 470 - Miscellaneous Revenues						
651-46112-000 LEASE PAYMENTS	3,039,635.00	3,039,635.00	258,067.62	2,301,575.92	-738,059.08	24.28 %
Category: 470 - Miscellaneous Revenues Total:	3,039,635.00	3,039,635.00	258,067.62	2,301,575.92	-738,059.08	24.28 %
Revenue Total:	3,044,635.00	3,044,635.00	261,338.33	2,323,264.21	-721,370.79	23.69 %
Expense						
Category: 570 - Other Financing Uses						
651-55100-111 TRANSFER TO GENERAL	3,039,635.00	3,039,635.00	258,067.62	2,301,575.92	738,059.08	24.28 %
Category: 570 - Other Financing Uses Total:	3,039,635.00	3,039,635.00	258,067.62	2,301,575.92	738,059.08	24.28 %
Expense Total:	3,039,635.00	3,039,635.00	258,067.62	2,301,575.92	738,059.08	24.28 %
Fund: 651 - ELECTRIC Surplus (Deficit):	5,000.00	5,000.00	3,270.71	21,688.29	16,688.29	-333.77 %
Fund: 661 - STORMWATER						
Revenue						
Category: 420 - Charges for Services						
661-42302-121 PERMITS	500.00	500.00	400.00	1,400.00	900.00	280.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
661-46120-000 STORMWATER SURCHARGE	157,734.00	157,734.00	13,129.44	94,272.83	-63,461.17	40.23 %
Category: 420 - Charges for Services Total:	158,234.00	158,234.00	13,529.44	95,672.83	-62,561.17	39.54 %
Category: 460 - Investment Income						
661-47111-000 INTEREST EARNINGS	1,000.00	1,000.00	1,273.83	9,135.56	8,135.56	913.56 %
Category: 460 - Investment Income Total:	1,000.00	1,000.00	1,273.83	9,135.56	8,135.56	813.56 %
Category: 470 - Miscellaneous Revenues						
661-49111-000 MISCELLANEOUS	12,000.00	12,000.00	0.00	6,000.00	-6,000.00	50.00 %
661-49111-661 MISCELLANEOUS	0.00	0.00	0.00	157.98	157.98	0.00 %
Category: 470 - Miscellaneous Revenues Total:	12,000.00	12,000.00	0.00	6,157.98	-5,842.02	48.68 %
Category: 480 - Other Financing Uses						
661-45907-000 TRANSFER FROM SEWER	50,000.00	50,000.00	0.00	25,000.00	-25,000.00	50.00 %
Category: 480 - Other Financing Uses Total:	50,000.00	50,000.00	0.00	25,000.00	-25,000.00	50.00 %
Revenue Total:	221,234.00	221,234.00	14,803.27	135,966.37	-85,267.63	38.54 %
Expense						
Category: 503 - Supplies						
661-52111-661 DEPARTMENT SUPPLIES	13,300.00	13,300.00	5.26	5.26	13,294.74	99.96 %
661-52117-661 SAMPLES	500.00	500.00	0.00	0.00	500.00	100.00 %
661-52181-661 UNIFORMS & CLOTHING	150.00	150.00	0.00	0.00	150.00	100.00 %
661-52311-661 MEMBERSHIPS	370.00	370.00	0.00	360.00	10.00	2.70 %
661-52411-661 POSTAGE	150.00	150.00	0.00	0.00	150.00	100.00 %
661-52511-661 GASOLINE	225.00	225.00	0.00	91.61	133.39	59.28 %
Category: 503 - Supplies Total:	14,695.00	14,695.00	5.26	456.87	14,238.13	96.89 %
Category: 504 - Contract Services						
661-53111-661 CONTRACTUAL SERVICES	89,747.50	89,747.50	5,666.00	28,798.71	60,948.79	67.91 %
661-53121-661 CONSULTING SERVICES	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
661-53211-661 LEGAL FEES	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
661-53441-661 EQUIPMENT MAINTENANCE	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
661-53451-661 VEHICLE MAINTENANCE	300.00	300.00	262.30	393.08	-93.08	-31.03 %
661-53461-661 FACILITY REPAIRS	15,000.00	15,000.00	0.00	688.00	14,312.00	95.41 %
661-53561-661 PHONE & INTERNET	500.00	500.00	36.10	258.15	241.85	48.37 %
661-53611-661 RENT-LAND	715.00	715.00	0.00	751.63	-36.63	-5.12 %
661-53711-661 SCHOOL & CONFERENCE	2,500.00	2,500.00	83.57	407.57	2,092.43	83.70 %
661-53841-661 VEHICLE INSURANCE	418.00	418.00	0.00	304.72	113.28	27.10 %
661-59611-661 BAD DEBT EXPENSE	600.00	600.00	133.91	510.79	89.21	14.87 %
Category: 504 - Contract Services Total:	116,780.50	116,780.50	6,181.88	32,112.65	84,667.85	72.50 %
Category: 550 - Capital Outlay						
661-54212-661 ENGINEERING/DESIGN	0.00	0.00	6,381.25	17,016.00	-17,016.00	0.00 %
661-54311-661 STRUCTURES	175,000.00	175,000.00	61,949.72	61,949.72	113,050.28	64.60 %
Category: 550 - Capital Outlay Total:	175,000.00	175,000.00	68,330.97	78,965.72	96,034.28	54.88 %
Category: 560 - Debt Service						
661-57110-661 DEBT SERVICE-PRINCIPAL	74,082.96	74,082.96	0.00	74,082.96	0.00	0.00 %
661-57115-661 DEBT SERVICE-INTEREST	4,707.80	4,707.80	0.00	4,707.80	0.00	0.00 %
Category: 560 - Debt Service Total:	78,790.76	78,790.76	0.00	78,790.76	0.00	0.00 %
Category: 570 - Other Financing Uses						
661-58111-661 CONTINGENCY	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
Category: 570 - Other Financing Uses Total:	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
Expense Total:	635,266.26	635,266.26	74,518.11	190,326.00	444,940.26	70.04 %
Fund: 661 - STORMWATER Surplus (Deficit):	-414,032.26	-414,032.26	-59,714.84	-54,359.63	359,672.63	86.87 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 713 - CASH & INVESTMENT POOL						
Revenue						
Category: 470 - Miscellaneous Revenues						
713-46132-000 OVER & SHORT	0.00	0.00	0.00	2.00	2.00	0.00 %
Category: 470 - Miscellaneous Revenues Total:	0.00	0.00	0.00	2.00	2.00	0.00 %
Revenue Total:	0.00	0.00	0.00	2.00	2.00	0.00 %
Fund: 713 - CASH & INVESTMENT POOL Total:	0.00	0.00	0.00	2.00	2.00	0.00 %
Fund: 721 - GIS SERVICES						
Revenue						
Category: 460 - Investment Income						
721-47111-000 INTEREST EARNINGS	100.00	100.00	61.52	635.26	535.26	635.26 %
Category: 460 - Investment Income Total:	100.00	100.00	61.52	635.26	535.26	535.26 %
Category: 480 - Other Financing Uses						
721-45901-721 TRANS FROM OTHER FUNDS	50,000.00	50,000.00	0.00	25,000.00	-25,000.00	50.00 %
Category: 480 - Other Financing Uses Total:	50,000.00	50,000.00	0.00	25,000.00	-25,000.00	50.00 %
Revenue Total:	50,100.00	50,100.00	61.52	25,635.26	-24,464.74	48.83 %
Expense						
Category: 500 - Personnel						
721-51111-721 REGULAR SALARIES	42,792.00	42,792.00	3,251.24	27,950.54	14,841.46	34.68 %
721-51211-721 SOCIAL SECURITY	3,274.00	3,274.00	205.70	1,782.58	1,491.42	45.55 %
721-51221-721 RETIREMENT	2,567.00	2,567.00	195.12	1,384.74	1,182.26	46.06 %
721-51231-721 HEALTH INSURANCE	13,596.00	13,596.00	1,132.50	9,060.00	4,536.00	33.36 %
721-51241-721 LIFE INSURANCE	83.00	83.00	0.00	49.12	33.88	40.82 %
721-51261-721 WORKERS COMPENSATION	40.45	40.45	1.75	51.44	-10.99	-27.17 %
Category: 500 - Personnel Total:	62,352.45	62,352.45	4,786.31	40,278.42	22,074.03	35.40 %
Category: 503 - Supplies						
721-52111-721 DEPARTMENT SUPPLIES	7,000.00	7,000.00	2,864.59	3,374.96	3,625.04	51.79 %
721-52511-721 GASOLINE	0.00	0.00	86.68	86.68	-86.68	0.00 %
Category: 503 - Supplies Total:	7,000.00	7,000.00	2,951.27	3,461.64	3,538.36	50.55 %
Category: 504 - Contract Services						
721-53111-721 CONTRACTUAL SERVICES	7,500.00	7,500.00	0.00	1,018.75	6,481.25	86.42 %
721-53441-721 EQUIPMENT MAINTENANCE	15,000.00	15,000.00	0.00	15,000.00	0.00	0.00 %
721-53561-721 PHONE & INTERNET	425.00	425.00	38.03	320.94	104.06	24.48 %
721-53711-721 SCHOOL & CONFERENCE	4,000.00	4,000.00	696.13	946.13	3,053.87	76.35 %
Category: 504 - Contract Services Total:	26,925.00	26,925.00	734.16	17,285.82	9,639.18	35.80 %
Expense Total:	96,277.45	96,277.45	8,471.74	61,025.88	35,251.57	36.61 %
Fund: 721 - GIS SERVICES Surplus (Deficit):	-46,177.45	-46,177.45	-8,410.22	-35,390.62	10,786.83	23.36 %
Fund: 725 - CENTRAL GARAGE						
Expense						
Category: 570 - Other Financing Uses						
725-55600-725 TRANSFER TO OTHER FUNDS	0.00	0.00	0.00	0.01	-0.01	0.00 %
Category: 570 - Other Financing Uses Total:	0.00	0.00	0.00	0.01	-0.01	0.00 %
Expense Total:	0.00	0.00	0.00	0.01	-0.01	0.00 %
Fund: 725 - CENTRAL GARAGE Total:	0.00	0.00	0.00	0.01	-0.01	0.00 %
Fund: 811 - UNEMPLOYMENT COMP						
Revenue						
Category: 460 - Investment Income						
811-47111-000 INTEREST EARNINGS	250.00	250.00	150.50	998.32	748.32	399.33 %
Category: 460 - Investment Income Total:	250.00	250.00	150.50	998.32	748.32	299.33 %
Revenue Total:	250.00	250.00	150.50	998.32	748.32	299.33 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense						
Category: 504 - Contract Services						
811-53851-112 PAYMENT TO STATE	60,000.00	60,000.00	0.00	261.63	59,738.37	99.56 %
Category: 504 - Contract Services Total:	60,000.00	60,000.00	0.00	261.63	59,738.37	99.56 %
Expense Total:	60,000.00	60,000.00	0.00	261.63	59,738.37	99.56 %
Fund: 811 - UNEMPLOYMENT COMP Surplus (Deficit):	-59,750.00	-59,750.00	150.50	736.69	60,486.69	101.23 %
Fund: 812 - HEALTH INSURANCE						
Revenue						
Category: 460 - Investment Income						
812-47111-000 INTEREST EARNINGS	5,000.00	5,000.00	8,542.05	53,495.56	48,495.56	1,069.91 %
Category: 460 - Investment Income Total:	5,000.00	5,000.00	8,542.05	53,495.56	48,495.56	969.91 %
Category: 470 - Miscellaneous Revenues						
812-45001-000 REVENUE FROM EMPLOYEES	321,000.00	321,000.00	24,900.00	190,412.50	-130,587.50	40.68 %
812-45002-000 REVENUE FROM EMPLOYER	2,405,376.00	2,405,376.00	193,290.00	1,517,040.00	-888,336.00	36.93 %
812-45003-000 FLEX REV. FROM EMPLOYEE	20,000.00	20,000.00	996.60	8,145.66	-11,854.34	59.27 %
812-45004-000 COBRA PYMTS - EMPLOYEES	1,000.00	1,000.00	0.00	9,616.20	8,616.20	961.62 %
812-49114-000 REVENUE-RE-INS CARRIER	0.00	0.00	2,370.00	16,650.64	16,650.64	0.00 %
Category: 470 - Miscellaneous Revenues Total:	2,747,376.00	2,747,376.00	221,556.60	1,741,865.00	-1,005,511.00	36.60 %
Revenue Total:	2,752,376.00	2,752,376.00	230,098.65	1,795,360.56	-957,015.44	34.77 %
Expense						
Category: 504 - Contract Services						
812-53111-112 CONTRACTUAL SERVICES	15,500.00	15,500.00	0.00	15,106.25	393.75	2.54 %
812-53711-112 SCHOOL & CONFERENCE	300.00	300.00	0.00	0.00	300.00	100.00 %
812-53861-112 PREMIUM EXPENSE	575,000.00	575,000.00	42,283.47	325,486.32	249,513.68	43.39 %
812-53862-112 CLAIMS EXPENSE	1,750,000.00	1,750,000.00	184,503.05	874,210.70	875,789.30	50.05 %
812-53863-112 FLEXIBLE BENFT EXPENSES	20,000.00	20,000.00	570.00	10,063.80	9,936.20	49.68 %
812-59913-112 TAX EXPENSE	720.00	720.00	0.00	0.00	720.00	100.00 %
Category: 504 - Contract Services Total:	2,361,520.00	2,361,520.00	227,356.52	1,224,867.07	1,136,652.93	48.13 %
Expense Total:	2,361,520.00	2,361,520.00	227,356.52	1,224,867.07	1,136,652.93	48.13 %
Fund: 812 - HEALTH INSURANCE Surplus (Deficit):	390,856.00	390,856.00	2,742.13	570,493.49	179,637.49	-45.96 %
Report Surplus (Deficit):	-11,862,998.71	-11,862,998.71	1,066,108.46	3,603,331.03	15,466,329.74	130.37 %

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing set for this date at 6:00 p.m. to receive information on a Class D Liquor License for AS 22, LLC d/b/a Route 26 Mart, 1722 E. 20th St., Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

Agenda Statement

Item No.

For meeting of: June 19, 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 AS 22, LLC d/b/a Route 26 Mart, 1722 E 20th St., Scottsbluff, NE.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

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

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Application, Memorandums, Exhibits

Exhibit #1 – Application of AS 22, LLC d/b/a Route 26 Mart, 1722 E 20th St., Scottsbluff, NE 69361.

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

Anthony O Parra
210760 W 42nd St.
Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046 **EXHIBIT #1**
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License
Class: D

License Number: **125555**



Office Use Only

NEW REPLACING 109312 TOP Yes / No

Hot List Yes No

Initial: HY

PLEASE READ CAREFULLY

See directions on the next page. 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.

APPLICANT NAME AS 22, LLC, a Nebraska limited liability company

TRADE (DBA) NAME Route 26 Mart

PREVIOUS TRADE (DBA) NAME Route 26 Mart

CONTACT NAME AND PHONE NUMBER Anthony Parra (308) 632-5058

CONTACT EMAIL ADDRESS office@route26mart.com

<p>AMOUNT <u>Payport</u> <u>\$400</u></p> <p>RECEIVED <u>2/23/2023</u></p>	 <p>2300004734</p>
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FORM 100
REV July/2022
PAGE 1

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

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

CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31

ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY**
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO
 - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
 - Class K Catering endorsement (Form 106 and \$100 application fee) expires with underlying retail license
 - Class G Growler endorsement (Form 165 and \$300 application fee) – Class C licenses only
- **Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name BRENDAN RICE Phone Number 308 435 5000

Firm Name HOLYOKE SNYDER LONGORIA REICHERT & RICE PC, LLO

Email address bjr@panhandlejustice.com

Should we contact you with any questions on the application? YES NO

FORM 100
REV July/2022
PAGE 3

PREMISES INFORMATION

Trade Name (doing business as) ROUTE 26 MART

Street Address 1722 E 20TH St

City SCOTTSBLUFF County SCOTTS BLUFF -21 Zip Code 69361 -2713

Premises Telephone number 3086325058

Business e-mail address OFFICE@ROUTE26MART.COM

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

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name _____

Street Address _____

City _____ State _____ Zip Code _____

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

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

Building length 125 x width 175 in feet

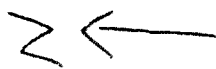
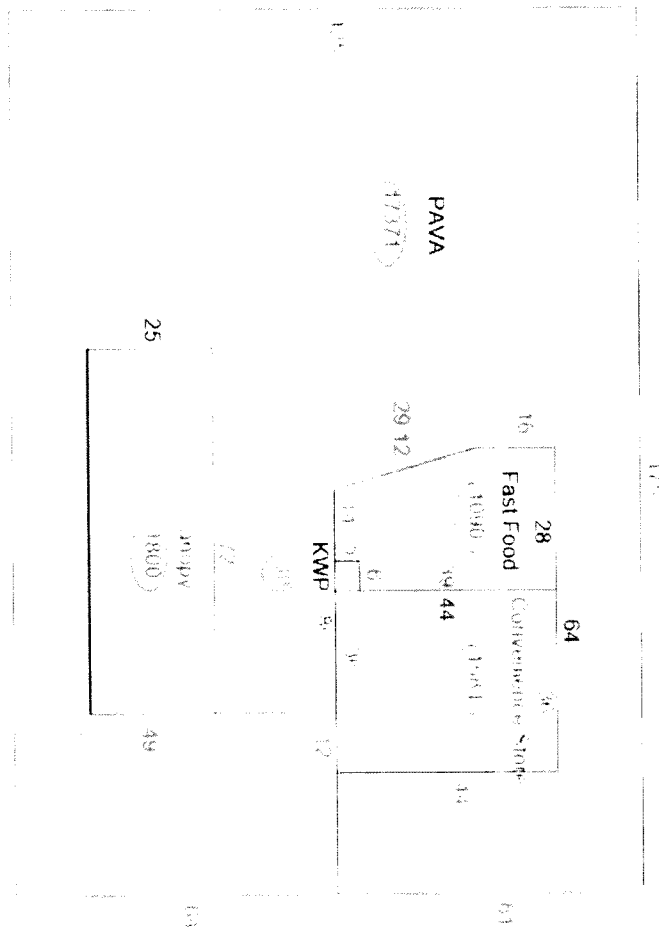
Is there a basement? Yes _____ No X If yes, length _____ x width _____ in feet

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

Number of floors of the building 1

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

SEE ATTACHED



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.

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
SIERRA PARRA	4/23/2022	GERRISON, NE	REGISTRATION, LICENSE PLATES	PAID FINE & COURT COSTS

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

YES NO

If yes, provide business name and license number 109312

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

YES NO

If yes, give name of business and liquor license number 109312

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

YES NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase 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 _____

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

YES NO

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

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

YES NO

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

Sierra Parra

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

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

YES 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 indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15)

YES NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Platte Valley Bank Anthony Parra, Sierra Parra

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

N/A

Equipment List

Description	Amount
True 3 Door Freezer	\$2,000.00
Ice o Matic Ice machine	\$1,800.00
Gilbarco POS (Printer PinPad)	\$10,000.00
La Marzocco 2 Group espresso Machine	\$14,000.00
Grind Master 3 group espresso Machine	\$5,000.00
Rancillio 2 Group Espresso Machine	\$2,000.00
Clover POS systems (2 stations , 1 Flex)	\$3,600.00
Kratos Prep table	\$2,000.00
True 2 door Freezer	\$2,500.00
Pratica oven	\$5,000.00
La Marzocco Swift Grinder	\$5,000.00
Mahlkonig Grinder	\$1,800.00
Security camera system	\$10,000.00
SSCS software	\$6,000.00
Total	\$70,700.00

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)
ANTHONY PARRA	09/03/2022	NEBRASKA ALCOHOL SERVER/SELLER CERTIFICATION

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
ANTHONY PARRA CASHIER	07/22/2014	ROUTE 26 MART 1722 E 20TH ST SCOTTSBLUFF NE 69361
ANTHONY PARRA MANAGER	07/21/2017	ROUTE 26 MART 1722 E 20TH ST SCOTTSBLUFF NE 69361

13. If the property 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 be in the name of applicant as owner or lessee

Lease expiration date _____
 Deed _____
 Purchase Agreement

14. When do you intend to open for business? 01/01/2023

15. What will be the main nature of business? PROVIDE RETAIL GOODS AND SERVICES

16. What are the anticipated hours of operation? 06:00-22:00 MONDAY - SATURDAY / 07:00-22:00 SUNDAY

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 CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
SCOTTSBLUFF NE	1996	CURRENT	SCOTTSBLUFF NE	2016	CURRENT
			GURUKA, PAPA NEW GUINEA	2010	2014

If necessary, attach a separate sheet

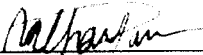
**PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE –
PLEASE READ CAREFULLY**

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

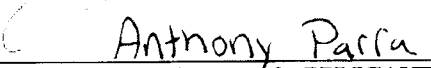
Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person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

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

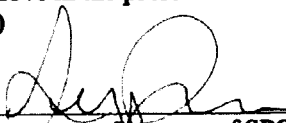
Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public (YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)



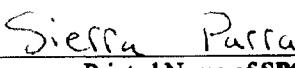
Signature of **APPLICANT**



Printed Name of **APPLICANT**



Signature of **SPOUSE**



Printed Name of **SPOUSE**

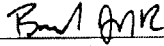
State of Nebraska, County of SCOTTSBUFF

State of Nebraska, County of SCOTTSBUFF

The foregoing instrument was acknowledged before me this
12/1/2022
(Date)

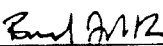
The foregoing instrument was acknowledged before me this
12/1/2022
(Date)

By ANTHONY PARRA

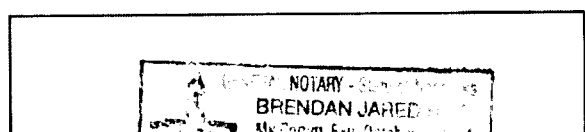
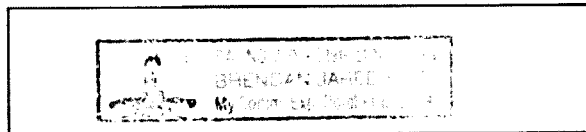


Notary Public Signature

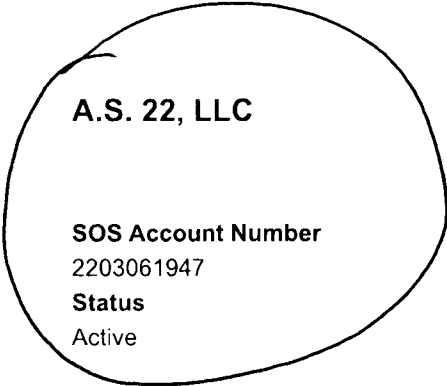
By SIERRA PARRA



Notary Public Signature



Nebraska Secretary of State



Fri Mar 3 10:03:39 2023

Principal Office Address

No address on file

Registered Agent and Office Address

ANTHONY PARRA
1902 EAST 28TH ST.
SCOTTSBLUFF, NE 69361

Designated Office Address

1722 EAST 20TH ST.
SCOTTSBLUFF, NE 69361

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Mar 08 2022

Next Report Due Date

Jan 01 2023

Filed Documents

Filed documents for A.S. 22, 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	Mar 08 2022	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Apr 05 2022	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

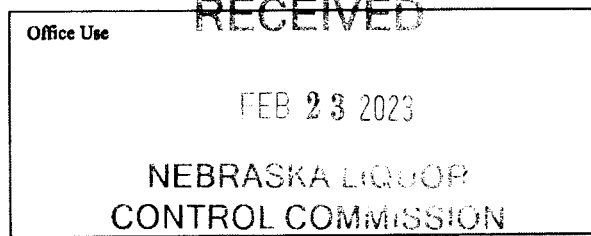
- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

Not available. The biennial report is now due and may be filed online. Once filed, return to Corporate & Business Search to obtain an Online Certificate of Good Standing.

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

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



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: Anthony Parra

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

AS 22 LLC

LLC Address: 1722 E 20th St

City: Scottsbluff State: Ne Zip Code: 69361-2713

LLC Phone Number: 308 632 5058 LLC Fax Number 308 635 6417

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Parra First Name: Anthony MI: 0

Home Address: 210760 W 42nd St City: Scottsbluff

State: Ne Zip Code: 69361-0000 Home Phone Number: 308 631 9285

Anthony Parra
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska

County of SCOTTS BLUFF

Date 7th DAY OF DECEMBER 2022

Date

Brendan Jared Rice
Notary Public Signature

The foregoing instrument was acknowledged before me this

by Anthony Parra

name of person signing document in front of notary

Affix Seal



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

Last Name: Parra First Name: Anthony MI: 0

Spouse Full Name (indicate N/A if single): Sierra R Parra

Percentage of member ownership 100%

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.

FORM 102
REV DEC 2015
Page 4 of 4

**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
	FEB 23 2023
	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

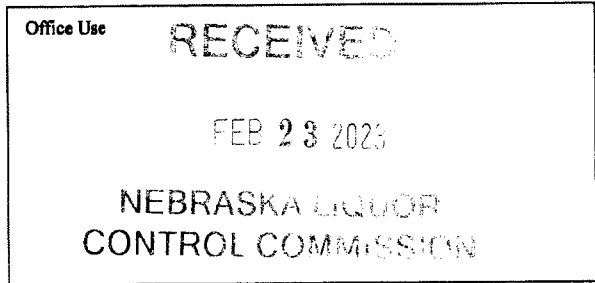
Spouse who **will** participate in the business, the **spouse must:**

- 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

Form 103
Rev July 2018
Page 1 of 6

**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



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: AS 22 LLC

Premise information

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

Premise Trade Name/DBA: ROUTE 26 MART

Premise Street Address: 1722 E 20TH ST

City: SCOTTSBLUFF County: SCOTTS BLUFF Zip Code: 69361

Premise Phone Number: 3086325058

Premise Email address: OFFICE@ROUTE26MART.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)

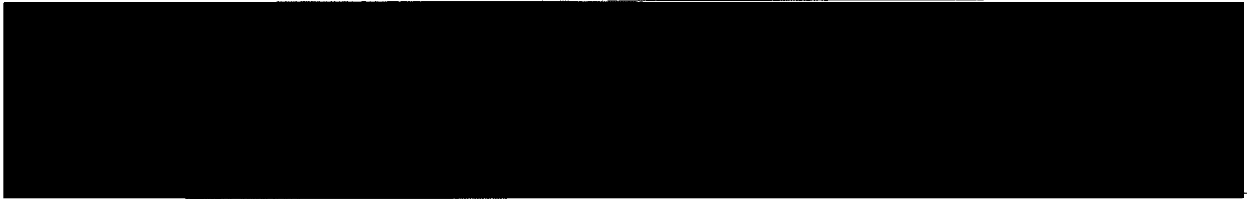
Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: PARRA First Name: ANTHONY MI: 0

Home Address: 210760 W 42ND ST

City: SCOTTSBLUFF County: SCOTTS BLUFF Zip Code: 69361-0000

Home Phone Number: 3086319285



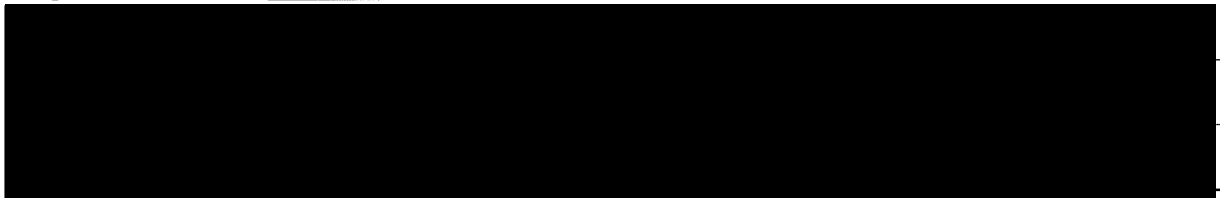
Email address: _____

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: PARRA First Name: SIERRA MI: R



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	1996	CURRENT	SCOTTSBLUFF NE	2016	CURRENT
			GOROKH, PAPA NEW GUINEA	2010	2016

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2014	2022	ROUTE 26 MART	ENEDELIA PARRA	3086412263

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
SIRENA PARRA	4/23/2018	GEEBING, NE	REGISTRATION, LICENSE PLATES	PAID FINE & COURT COSTS

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: 09/03/2022 Name on Certificate: ANTHONY PARRA

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
ANTHONY PARRA	09/03/2022	NEBRASKA ALCOHOL SERVER/SELLER CERTIFICATION

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
ANTHONY PARRA CASHIER	07/22/2014	ROUTE 26 MART 1722 E 20TH ST SCOTTSBLUFF NE 69361
ANTHONY PARRA MANAGER	07/21/2017	ROUTE 26 MART 1722 E 20TH ST SCOTTSBLUFF NE 69361

5. Have you enclosed form 147 regarding fingerprints?

YES NO

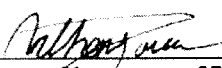
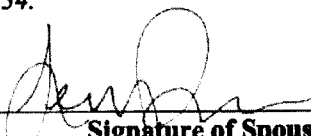
PERSONAL OATH AND CONSENT OF INVESTIGATION

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.

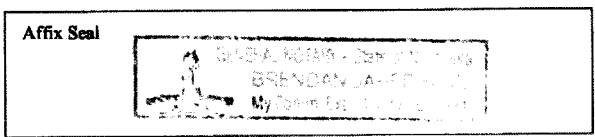
 _____ Signature of Manager Applicant
  _____ Signature of Spouse

ACKNOWLEDGEMENT

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

1st day of December 2022 by ANTHONY PARRA & SIERRA PARRA
date NAME OF PERSON BEING ACKNOWLEDGED

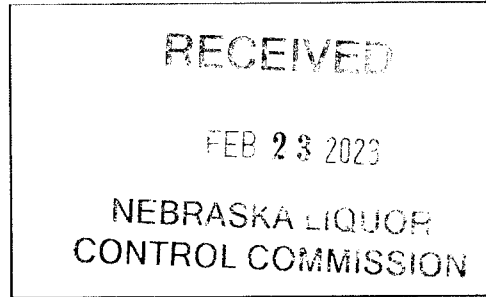
 _____
 Notary Public signature



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



**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 ROUTE 26 MART

Name of Person Being Fingerprinted: ANTHONY PARRA

Date fingerprints were taken: 10/27/2022 Tomera Leeling, Office Specialist

Location where fingerprints were taken: Nebraska State Patrol - Troop E, Scottsbluff

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



SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV JUNE 2021

Certificate of Completion

This is to certify that

Anthony Parra

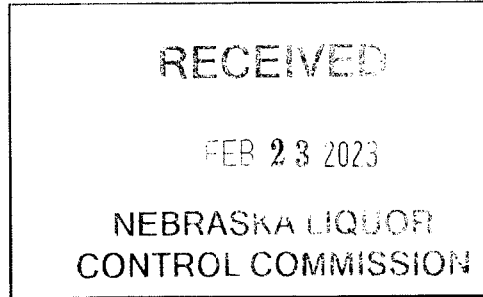
has successfully completed the following
HOSPITALITYexam.com course and examination
Course Name: Nebraska Alcohol Server/Seller Certification

Edward D McLean, Administrator
www.HOSPITALITYexam.com

Date: 09/03/2022
Expiration: 36 Months
Certificate #: 126932
Birth Date: 02/08/1996

**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



**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.

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

Trade Name ROUTE 26 MART

Name of Person Being Fingerprinted: SIERRA PARRA

Date fingerprints were taken: 10/27/2022 Tamera Leeling, Office Specialist
Location where fingerprints were taken: Nebraska State Patrol - Troop E, Scottsbluff

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


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV JUNE 2021

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made this 7th day of December, 2022, by and between **Antonio Parra and Enedelia Parra, husband and wife**, ("Sellers") and **A.S. 22, LLC, a Nebraska limited liability company**, ("22") and **A&S Properties, LLC, a Nebraska limited liability company** ("Properties"), collectively, the "Buyers".

WITNESSETH:

WHEREAS, Sellers own and operate a business known as "Route 26 Mart" which consists of a gas station and coffee shop (the "Entity")

WHEREAS, Sellers own the entirety of the interest in the Entity.

WHEREAS, Buyers desire to purchase and acquire from Sellers and Sellers desire to exchange, sell, and transfer to Buyers the assets of the Sellers comprising the Entity.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth it is agreed as follows:

1. ACQUISITION

1.01. NATURE OF TRANSACTION: Subject to the terms and conditions of this Agreement, at the Closing, Buyers will purchase and acquire from Seller good and marketable title to the Acquired Asset (as defined in Section 1.02 hereof) subject to certain liabilities as hereinafter specified, in exchange for the assumption of such liabilities and the transfer by Sellers to the Buyers of certain assets.

1.02. ACQUIRED ASSETS: The Acquired Assets shall consist solely of the following assets of Seller:

1.02.1. The real property and all buildings, and improvements located thereon (hereafter, collectively, the "Real Estate") described on Exhibit 1.02.1, attached hereto and incorporated herein.

1.02.2. The covenant not to compete from Sellers, as set forth in Section 5.02 (the "Covenant");

1.02.3. The equipment and personal property ("Equipment") used within the trade and business of the Entity identified on Exhibit 1.02.3, attached hereto and incorporated herein; and

1.02.4. All contracts Sellers may hold with vendors and tenants, subject to Buyers' review and acceptance (the "Contracts").

1.03. RETAINED ASSETS: Sellers is retaining all of its assets not specified in Section 1.02.

1.04. LIABILITIES AND OBLIGATIONS: Buyers shall not assume or undertake to pay, perform, satisfy or discharge any liabilities or obligations of Sellers, known or unknown, asserted or unasserted, claimed or unclaimed.

1.05. EMPLOYEES: Buyers may, at Buyers election, hire Sellers' employees working in the Entity, but Buyers shall not have any obligation to do so. Buyers will have the choice of

assuming Sellers' unemployment tax experience account and reserve or adding any employees that Buyers' may hire to its existing account.

2. CONSIDERATION

~~2.01. AGREED CONSIDERATION:~~ The agreed value of the Acquired Assets is ~~\$370,000.00~~ ^{\$50,000.00} (the "Purchase Price"), which amount of consideration will flow to Sellers in accordance with Sections 2.02 and 2.03 hereinbelow. The consideration shall be adjusted by:

2.01.1. The proration of real estate taxes on the Real Estate and utility charges to the date of Closing;

2.01.2. Recording costs and other usual closing items as reflected by the Closing Statement.

2.02. **PAYMENT OF PURCHASE PRICE:** The Purchase Price shall be paid in full at Closing by immediately available certified funds.

2.03. **ALLOCATION OF CONSIDERATION:** The consideration shall be allocated among the Acquired Assets as follows:

2.03.1. Real Estate: \$ _____

2.03.2. Covenant: \$ _____

2.03.3. Equipment: \$ _____

2.03.4. Contracts: \$ _____

Sellers and Buyers agree to use the Allocation of Consideration figures set forth immediately above in this Section 2.03 when filing Form 8594 with the Internal Revenue Service.

2.04. **FAIR MARKET VALUE:** The parties acknowledge that the total consideration under this Agreement represents Fair Market Value for assets as allocated and does not prejudice the rights of any creditors of Seller.

3. CLOSING

3.01. **CLOSING DATE:** The Closing shall take place at Ferguson Title Services, LLC, Scottsbluff, Nebraska, on September 15, 2022, or as soon thereafter as it may be scheduled between the parties.

3.02. **INTERIM OPERATIONS:** Between the date hereof and Closing, Sellers:

3.02.1. Shall conduct and carry on the business of the Entity in the ordinary and regular course in good faith and with due diligence including the ordering and purchasing of normal amounts of inventory and all items comprising the Inventory.

3.02.2. Shall not sell, assign, lease, mortgage, pledge or otherwise dispose of or encumber any of the Acquired Assets.

3.02.3. Shall not enter into any Contract, agreement, or arrangement with respect to the Acquired Assets, the Entity or its employees without the prior written consent of Buyer.

3.02.4. Shall maintain the Acquired Assets in the same condition as on the date hereof, ordinary wear and tear excepted.

3.02.5. Shall use its best efforts to preserve and protect the business and personnel of the Entities present relationships with suppliers and customers.

3.02.6. Shall keep the Acquired Assets insured against loss or damage under policies of insurance consistent with Seller's past practice.

3.02.7. Shall give Buyer prompt notice of any and all material changes which occur between the date hereof and Closing with respect to the operation of the Entity, the condition of the Acquired Assets or Seller's relationships with its employees, creditors, suppliers, customers or others having business relationships with it.

3.02.8. Shall remedy, at Seller's sole expense, all known violations of laws, ordinances, rules, regulations, orders or other requirements relating to the Entity and the Acquired Assets which have been imposed by any governmental authority having jurisdiction over the Entity and the Acquired Assets.

3.03. CONDITIONS PRECEDENT TO CLOSING. Closing shall be contingent upon the occurrence of the following:

3.03.1. Delivery by Seller to Buyer of an owner's title insurance policy issued by a title insurance company reasonably acceptable to Buyer in the amount of the Purchase Price showing title to the Real Estate in Seller free and clear of all liens and encumbrances and subject only to the covenants, easements and reservations of record which do not materially affect the use or value of the Real Estate. The cost of title insurance shall be paid one half by Seller and one half by Buyer. If the title commitment discloses defects in title or conditions unacceptable to Buyer, Seller shall have a reasonable amount of time to cure the same at its expense, Closing to be delayed accordingly if necessary. If Seller fails to so cure, Buyer may terminate this Agreement or may elect to take title as it then is.

3.03.2. The warranties and representations made herein by Seller shall be true and correct in all material respects on and as of the Closing with the same effect as if such warranties and representations had been made on and as of the Closing.

3.03.3. Termination of employment at the Entity of all persons whom Buyers do not elect to hire.

3.03.4. The issuance of a Temporary Operating Permit by the Nebraska Liquor * Control Commission.

3.03.5. The issuance of financing for Buyers in an amount necessary to close this transaction.

If any of the foregoing If any of the foregoing conditions do not occur by Closing, this Agreement shall be null and void and the transaction contemplated herein shall be canceled unless the parties agree otherwise.

3.04. DELIVERIES AT CLOSING:

3.04.1. At Closing, Sellers shall deliver to Buyers:

3.04.1.1. A Bill of Sale in sufficient form to convey all Equipment to Buyers free and clear of all liens and encumbrances.

3.04.1.2. An assignment of all Contracts assumed by Buyers.

3.04.1.3. A warranty deed in sufficient form for recording, conveying title to the Real Estate to Buyers free and clear of all liens and encumbrances.

3.04.2. At Closing, Buyers shall deliver to Sellers a cashier's check or other certified and immediately available funds in the amounts specified in Section 2.01.

3.05. POST CLOSING ASSURANCES: If at any time within two (2) years after the Closing either party shall consider or be advised that further assignments, conveyance, transfer, or assurances, or any other actions or things, may be necessary or appropriate in connection with the transaction contemplated in this Agreement, the parties hereto agree to execute and deliver any and all such further documents and take and do all actions as may be reasonably required in order to complete such transactions. The provisions of this Section 3.05 shall survive Closing.

4. WARRANTIES AND REPRESENTATIONS:

4.01. WARRANTIES AND REPRESENTATIONS OF BUYER: Buyer warrants and represents to Sellers as follows:

4.01.1. Buyer warrants and represents to Sellers as follows:

4.01.2. Power and Authority: Buyers have the requisite power and authority to enter into this Agreement and perform their obligations under this Agreement. In such event that Buyers assign their obligations under this Agreement to one (1) or more entities, such entities will have been duly formed and validly organized and existing with authority to operate in the State of Nebraska.

4.01.3. Due Execution and Delivery of Agreement. This Agreement has been duly executed and delivered by Buyers and constitutes the valid and legally binding obligation of Buyers in accordance with its terms.

4.01.4. No Broker. Neither this Agreement nor the transaction contemplated herein has been induced or procured through any person or entity acting as a broker, finder, or in a similar capacity on behalf of Buyers.

4.01.5. No Prohibition or Conflict. Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transaction contemplated thereby is prohibited by, or does or will conflict with, result in a violation, breach, or termination of or constitute a default under any contract, agreement, or obligation applicable to Buyers.

4.02. Warranties and Representations of Seller. Seller warrants and represents to Buyers:

4.02.1. Power and Authority to Enter into and Perform Agreement: Sellers are transacting business as a partnership and not as a formal corporation or limited liability company. Sellers are in compliance with the requirements of Nebraska law and Sellers' owners have the requisite power and authority to enter into and cause Sellers to perform its obligations under this Agreement, including the execution and delivery of all documents provided for herein. Real Estate Sellers have the authority to enter into and perform their obligations under this Agreement.

4.02.2. Due Execution and Delivery of Agreement: This Agreement has been duly executed and delivered by Sellers and constitutes the valid and legally binding obligation of Sellers in accordance with its terms. The Bill of Sale and other closing documents, including any deeds or other conveyance documents, will have been duly executed and delivered by Sellers and

constitute the valid and legally binding conveyance, transfer and assignment by Sellers in accordance with its terms and will be sufficient to sell, assign, convey, transfer, and set over to, vest, perfect, and confirm in Buyers all right, title, and interest of Sellers in and to the Acquired Assets. This Agreement has been duly executed and delivered by Sellers and constitutes the valid and legally binding obligation of Sellers in accordance with its terms.

4.02.3. No Prohibition or Conflict: Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transaction contemplated thereby is prohibited by, or does or will conflict with, result in a violation, breach, or termination of or constitute a default under any contract, agreement, or obligation applicable to Sellers.

4.02.4. No Broker: Neither this Agreement nor the transaction contemplated herein has been induced or procured through any person or entity acting as a broker, finder, or in a similar capacity on behalf of Sellers.

4.02.5. Good and Marketable Title to Acquired Assets: Sellers have good and marketable title to all of the Acquired Assets and at Closing hereunder, Buyers will have good and marketable title to the Acquired Assets.

4.03. Survival: All warranties and representations made herein shall survive the Closing.

5. COVENANT NOT TO COMPETE:

5.01. UNDERSTANDING AND ACKNOWLEDGMENT. The parties hereto acknowledge and agree that Buyers have a legitimate business interest in being protected from competition by Sellers with regard to the assets being purchased hereunder. The parties further acknowledge and agree that any competition by Sellers would be unfair because such competition would give Sellers the opportunity to appropriate that which is acquired by Buyers in accordance with this Agreement.

5.02. COVENANT NOT TO COMPETE: Sellers shall not, for a period of five (5) years after the Closing, engage directly or indirectly in any manner or capacity (including, but not limited to, owner [except publicly traded securities in which they own a minority interest], partner, stockholder, employee, officer, director, independent contractor, consultant, advisor, or in any other capacity calling for the making of investment or the rendition of services, advice, or acts of management, operation, or control) in any business operation of a similar or identical nature to that of Entity located within a 100 mile radius of Scottsbluff, Nebraska.

5.03. INVALIDITY OR UNENFORCEABILITY. The foregoing covenant is intended to be interpreted and construed in a manner which will make its provisions valid, and enforceable. In the event that any provision of such covenant is found to be partially or wholly invalid, illegal, or unenforceable, such provisions shall be deemed to be modified or restricted to the extent necessary to make such provision valid, legal, and enforceable or, if such provisions cannot be modified or restricted in such manner, then such provision shall be deemed to be excised from this Agreement and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

5.04. IRREPARABLE DAMAGE: Any failure of Sellers to comply with the provisions of Section 5.02 above will result in irreparable and continuing injury to Buyers for which there is no adequate remedy at law. Buyers shall therefore be entitled to, in addition to such other and further relief as may be proper, all types of equitable relief including, but not limited to, the issuance of a Temporary Restraining Order and/or temporary and/or permanent injunction as may be necessary or appropriate to cause Sellers to comply with the provisions of Section 5.02, and to restore Buyers its property and make Buyers whole and harmless.

6. INDEMNIFICATION:

6.01. INDEMNIFICATION OF BUYERS BY SELLERS. Sellers (the "Indemnifying Party") covenants and agrees to indemnify Buyers against, and hold Buyers harmless from, any and all losses, damages, costs, and expenses which Buyers may suffer or incur in connection with or relating to:

6.01.1. Any liability or obligation referred to in Section 1.2;

6.01.2. Any violation or breach under this Agreement and all of the documents, schedules, and exhibits referred to herein;

6.01.3. Any undisclosed liability of Sellers' which may be imputed to Buyers.

6.01.4. The Indemnifying Party shall satisfy its obligations of indemnification hereunder within 90 days after notice thereof from the Buyers to Sellers. In this connection, Buyers shall promptly notify the Indemnifying Party of any claim or demand which may give rise to a right of indemnification hereunder. If such claim or demand relates to a claim or demand asserted by any third party against Buyers, then, the Indemnifying Party may defend such claim or demand through counsel, Buyers to have the right to participate in such defense provided that its participation shall not in any way diminish or lessen the obligation of the Indemnifying Party hereunder. The failure of Buyers to promptly notify the Indemnifying Party of any claim or demand giving rise to a right of indemnification shall be considered a waiver of the Buyers' right to indemnification from the Indemnifying Party.

6.02. INDEMNIFICATION OF SELLERS BY BUYERS: Buyers (the "Indemnifying Party") covenants and agrees to indemnify Sellers against, and hold Sellers harmless from, any and all losses, damages, costs, and expenses which Sellers may suffer or incur in connection with or relating to:

6.02.1. Any obligation under Contracts assigned to Buyers arising after the Closing.

6.02.2. The Indemnifying Party shall satisfy its obligations of indemnification hereunder within 90 days after notice thereof from the Sellers to Buyers. In this connection, Sellers shall promptly notify the Indemnifying Party of any claim or demand which may give rise to a right of indemnification hereunder. If such claim or demand relates to a claim or demand asserted by any third party against Sellers, then, the Indemnifying Party may defend such claim or demand through counsel, Sellers to have the right to participate in such defense provided that its participation shall not in any way diminish or lessen the obligation of the Indemnifying Party hereunder. The failure of Sellers to promptly notify the Indemnifying Party of any claim or

demand giving rise to a right of indemnification shall be considered a waiver of the Sellers' right to indemnification from the Indemnifying Party.

7. MISCELLANEOUS:

7.01. TERMINATION OF AGREEMENT:

7.01.1. TERMINATION OF AGREEMENT BY BUYERS: Buyers may terminate this Agreement prior to Closing upon the occurrence of any of the following:

7.01.1.1. Any material portion of the Acquired Assets shall be damaged or destroyed by fire or other casualty, be stolen, or be the subject of any eminent domain proceeding or threatened proceeding.

7.01.1.2. The Sellers, either collectively or individually, is in default with any warranty or representation of Seller, or has otherwise misrepresented the characterization and nature of the Acquired Assets.

7.01.1.3. Any condition precedent to Closing is not satisfied as of the date of Closing.

7.01.2. TERMINATION OF AGREEMENT BY SELLERS: Sellers may terminate this Agreement prior to Closing upon the occurrence of any of the following:

7.01.2.1. Buyers are unable to secure financing for the transaction contemplated herein.

7.01.2.2. Buyers fail to satisfy any obligation of the Buyers set forth within this Agreement.

7.01.2.3. Buyers are in material breach of this Agreement.

7.01.2.4. In the event either party exercises its rights to terminate this Agreement as provided herein, the terminating party shall provide written notice of the election to terminate to the other party in accordance with the provisions of this Agreement.

7.02. RIGHT TO CURE: Upon receipt of a Notice of Termination from the terminating party, the other party shall have a reasonable period of time, which shall be no less than 30 days to determine whether such default is curable and whether it can be cured within a reasonable period of time. In such event that the party receiving Notice of Termination determines the default to be curable, such party shall notify the terminating party of the proposed process to cure such default in the estimated time to cure. In such event that the terminating party determines that the time required to cure the default is not reasonable, the terminating party may elect to proceed with terminating this Agreement.

7.03. COSTS AND EXPENSES: The parties hereto agree to equally split the costs and expenses of preparing this Agreement and the legal costs of any mutual work under this Agreement. Each party shall bear the costs and expenses of their own separate legal work. Each party shall pay their own accountant's fees. The costs and expenses to convey the Real Estate shall be as set forth in the Real Estate Purchase Agreement.

7.04. NOTICES: All notices provided for in this Agreement shall be given in writing and shall be mailed by United States Mail, certified, postage prepaid, and addressed as follows:

All notices shall be deemed to have been given on the date of the recipient's signature as reflected on the certified mail receipt. In such event that no date is given, such notice shall be deemed to have been given three (3) days after the date of mailing as reflected on the certified mail receipt. Any party may change the address for the purposes of notices by giving notice thereof in accordance with this section.

7.05. AMENDMENT AND MODIFICATION: Any amendment to this Agreement shall be made in a written document executed by all of the parties hereto.

7.06. SUCCESSORS AND ASSIGNS: Buyers may assign this Agreement, or any part of this Agreement, to one or more entities of their choosing. No such assignment shall relieve the Buyers of their obligations under this Agreement, unless the Sellers have consented to a release of the Buyers. This Agreement shall inure to the benefit of and be binding upon and enforceable against the successors and assigns of the respective parties hereto.

7.07. GOVERNING LAW: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nebraska and the appropriate jurisdiction and venue for any judicial proceeding which may arise under this Agreement shall be in the District or County Court of Scotts Bluff County, Nebraska, as further determined by Nebraska's jurisdictional limits pertaining to the amount in controversy.

7.08. SEVERABILITY: If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable or, if the foregoing is not possible, shall be deemed excised from this Agreement, the remainder of this Agreement to remain in full force and effect.


7.09. COUNTERPARTS: This Agreement may be executed in one or more counterparts which, when taken together, shall constitute the same agreement, each counterpart to be deemed an original hereof.


7.10. COMPLETENESS OF AGREEMENT. This Agreement expresses the entire agreement between the parties and supersedes any prior agreement, with no party relying on any statement or representation not contained herein.

7.11. PRESS RELEASE: Any press release or notification of this Agreement or the transaction contemplated herein shall be approved by both Sellers and Buyers.

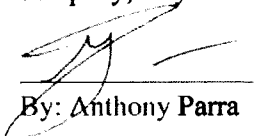
7.12. DEFAULT: In the event of default of this Agreement by either party, the non-defaulting party or parties may pursue any remedy available at law or in equity and the decision to so pursue shall not prevent a later simultaneous pursuit of any other remedy. The waiver or failure to act in the event of any default shall not be deemed a waiver of any subsequent default. In the event of Sellers' default, Buyers may elect to terminate this Agreement as provided in Section 7.1, subject to the Right to Cure as provided in Section 7.2. In the event of Buyers' default, Buyers shall immediately forfeit, as liquidated damages, any earnest money deposit provided under this Agreement. The forfeiture of earnest money shall not be construed to be a cap on damages which Buyers may be liable for.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement as of the day and year first set forth above.

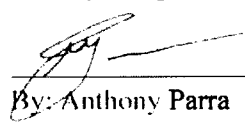

Antonio Parra, Seller


Enedelia Parra, Seller

A.S. 22, LLC, a Nebraska limited liability company, Buyer


By: Anthony Parra

A&S Properties, LLC, a Nebraska limited liability company, Buyer


By: Anthony Parra

A S LLC Business Plan to Purchase Route 26 Mart

Route 26 Mart is a gas station located in Scottsbluff Nebraska. We will offer refined petroleum products and lubricants for retail and commercial channels. We are committed to a better, safer, cleaner gas station. As well as a positive economic, social and environmental benefits. Our top priority is to serve the area of Scottsbluff Nebraska.

Products Served

Route 26 Mart's products and services are classified under the following categories:

- Gasoline**
- Diesel**
- Lubricants**
- Engine and Transmission Oils**
- Coolant**
- Brake & Engine Fluids**
- Snacks and Beverages**
- Alcohol and Liquor**

Customer Focus

Route 26 Mart will serve the residents of Nebraska and the immediate surrounding areas as well as those who work in Scottsbluff. The area we serve is populated

Management Team

Route 26 Mart is led by Anthony Parra who has been in the gas station business for 8 years. He has worked extensively at Route 26 Mart for the past 8 years. He began his career in 2014, right after graduating high school and was Guided by Antonio and Nellie Parra who have been in retail business for 26 years.

Success Factors

Route 26 Mart is uniquely qualified to succeed due to the following reasons:

- The Company will continue serving a need for gas station options in the growing community.**
- Our location is in a high-volume area with easy access from multiple residential and commercial district zones.**
- The management team has a track record of success in the gas station business.**

Financial Highlights

Capital Requirements and Use of Funds

A S LLC is seeking total funding of \$_____ of debt capital to launch its gas station. The capital will be used for funding capital expenditures and location build-out, hiring initial employees, marketing expenses and working capital.

Specifically, these funds will be used as follows:

- **Building/ Assets:\$** _____
- **Dispenser Updates: \$** _____
- **Working capital: \$** _____

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

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Kevin Spencer, City Manager/Chief of Police
Date: 06/15/2023
Re: Application for a Class D Liquor License Number D - 125555, AS 22, LLC, DBA: Route 26 Mart, 1722 E 20th St., 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 adequately provide the service proposed within the city where the premises described in the application are located:

A background check was conducted on the owners, Anthony Parra and Sierra Parra, to determine their fitness to hold a liquor license. Anthony reported not having any reportable convictions. However, two citations were found, one for speeding on 05/24/2015 and another for No Valid Registration and No Proof of Insurance on 10/31/2016. Sierra reported one citation for No Valid Registration. No other convictions were found for Sierra.

I found no information that would disqualify the applicants from having a liquor license.

After consideration, I have concluded that the applicants are 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, June 14, 2023, Anthony and Sierra appeared before the Liquor License Holders Investigatory Board to discuss the application. Anthony explained that he has been working at Route 26 Mart since 2014 and managing it since 2016. Anthony told the board that the point-of-sale registers would interrupt the sale of alcohol, and the business policy would then require the clerk to card anyone who appeared to be less than 45 years of age and enter their date of birth.

Anthony told the board that any employee selling alcohol to a minor would be terminated.

The applicant appears 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:

Anthony told the board that the alcohol would be stored in the walk-in cooler that does have a video camera aimed at the door. Anthony said he would be responsible for the inventory and ordering of the alcohol. Anthony said there are five employees, and all must take alcohol server training. Anthony explained that the store has a panic alarm, surveillance cameras, and an after-hour intrusion alarm.

After hearing Anthony's plan and answering questions, the board voted unanimously to send a positive recommendation to the Scottsbluff City Council.

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 open seven days a week, Monday thru Saturday, 6:00 am to 10:00 pm, and Sunday, 7:00 am to 10: pm. Route 26 Mart is in a location that has been a convenience store with a liquor license for many years.

Oversight and accountability will be a priority for the applicant regarding 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 1722 E 20th St, Scottsbluff, NE. It is a convenience 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 privileges within the neighborhood or community of the location or the proposed licensed premises.

Other similar businesses in the area with liquor licenses 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 and pedestrian traffic are not of concern now.

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 33 full-time officers in the department and handled approximately 18,559 calls for service, not including traffic citations, during 2022. 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 remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties, and their broad 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, training, and close supervision of patrons are essential. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.

Memo

Date: June 19, 2023
To: Honorable Mayor McKerrigan and Members of the City Council
From: Kimberley Wright, City Clerk
CC: Kevin Spencer, City Manager
Re: AS 22, LLC d/b/a Route 26 Mart, 1722 E. 20th St., Scottsbluff, NE 69361

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 21 st Avenue
Tangled Tumbleweed	1823 Ave. A
Las VII Americas Tortilleria	1619 East Overland
Flyover Brewing Company (Catering)	1824 Broadway
27 th Street Bro's, LLC d/b/a Brothers 27 th Street Wings and Burgers (Catering)	2621 5 th Avenue
Power House on Broadway, LLC d/b/a Power House Social (Catering)	1721 Broadway
Frank Eats, LLC d/b/a Taco De Oro	2601 Avenue I

Hotel/Motel

Holiday Inn Express	1821 Frontage Rd.
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Taverns/Lounges

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

Retail

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

Clubs

Elks BPO Lodge 1367 (Catering)	1614 1 st Avenue
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Bowling Alleys

TOTAL CLASS C LICENSES 15

Class D Licenses

Grocery Stores

Safeway of Western Nebraska
Panhandle Coop Assn.

Convenience Stores

East "O" Watering Hole	601 Broadway
Scottsbluff Watering Hole	3302 Ave. B
Big Bats	503 East Overland
Git N Split	121 W 27 th Street
Grass Retail, LLC d/b/a Shortstop	902 West Overland
Route 26 Mart	506 West 27 th Street
Maverik Stores Inc.,	2002 Avenue I
Walgreens	1722 E 20 th Street
Essential Fuel	920 West 36 th St.,
Essential Fuel	205 West 27 th Street 822
Essential Fuel	South Beltline Hwy W
	2319 East Overland
	837 27 th Street

Liquor Stores

Montez Liquor
Cigarette Chain
Discount/Grocery Stores
Target (Catering)
Wal-Mart Supercenter #867
TOTAL CLASS D LICENSES

17

1311 E Overland Dr.
323 East Overland

1401 Frontage Rd.
3322 Avenue I

CLASS I LICENSES

Restaurants
Rosita's (Catering)
Applebees
Chili's Grill & Bar
Wonderful House Restaurant
Ole, LLC
El Rancho Viejo Mexican Restaurant
Sam & Louie's Pizzeria (Catering)
Taco Town
Prime Cut
Goonies Sports Bar & Grill

1205 East Overland
2302 Frontage Rd.
826 West 36th St.
829 Ferdinand Plaza
1901 East 20th Street
23 West 27th St.
1522 Broadway
1007 West 27th St.
305 West 27th St.
1818 1st Ave.

Hotel/Motel
Hampton Inn & Suites
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26
902 Wintercreek Dr.

TOTAL CLASS I LICENSES 12

CLASS IB LICENSES

Nightclub
Marez, LLC d/b/a Oasis
TOTAL CLASS IB LICENSES

1

1722 Broadway

Class L Licenses

Flyover Brewing Company

TOTAL CLASS L LICENSES

1

1824 Broadway

Class W Licenses

Wholesale
High Plains Budweiser

TOTAL CLASS W LICENSES

1

2810 Ave M

Class Z Licenses

Great Plains Distillery (Catering)
TOTAL CLASS Z LICENSES

1

213 West Railway St.

TOTAL LICENSES	
Class A	1
Class B	1
Class C	15
Class D	17
Class I	12
Class IB	1
Class L	1
Class W	1
Class Z	1
TOTAL LICENSES	50

Memo

Exhibit V

Date: May 22nd, 2023
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Kevin Spencer
Re: Class "D" Liquor License Application
Route 26 Mart
1722 E. 20th St.
Scottsbluff, NE 69361

Action:

AS 22, LLC d/b/a Route 26 Mart have applied for a new liquor license.

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 1722 E. 20th St. is situated in a C-2 (Neighborhood and Retail 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 property is surrounded by C-2 (Neighborhood and Retail Commercial) zoning on all 4 sides.
- (2) The off-street parking requirements are 1 space for every 500 square feet of building space is required for general commercial use. The convenience store portion of the building is 1584 square feet. The occupancy has access to at least 4 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 a C-2 zone.
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) According to the 2022 census the population of Scottsbluff is approximately 14,283.

City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
June 14, 2023 – 2:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Wednesday, June 14, 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 June 8, 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, Vice-Chairman, Kevin Spencer, Police Chief/City Manager; Kim Wright, City Clerk; Jacob Swanson, City Attorney, Emily Norman, WNCC. Absent: Matt Huck, Scottsbluff Public Schools and Kelli Larson, Panhandle Prevention Coalition.
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. Welcome new committee member Emily Norman, Dean of Students, WNCC.
6. Approve the March 8, 2023 Regular Meeting Minutes – Motion by Spencer, second by Margheim to approve the March 8, 2023 Regular Meeting Minutes, motion passed unanimously.
7. New Application.
 - a. Mr. Anthony Parra, owner and liquor license manager applicant was present to answer questions regarding the Class D Liquor License Application for AS 22, LLC d/b/a Route 26 Mart, 1722 E. 20th St., Scottsbluff. Mr. Parra explained he purchased the business from his parents on May 30th and plans on keeping everything as usual, adding he started working there in 2016 as manager.

Police Chief Spencer asked what training is required by the business and if they have security cameras in place. Mr. Parra stated those who serve alcohol are required to take the Safe Serve Training offered by the State. They also card anyone who looks under

the age of 45 and they scan ID's verifying the information. As far as security cameras, they are placed throughout the business and in the area of the alcohol.

Mr. Parra was asked who would order and take care of the inventory. He answered it would be himself, adding they do not have much overstock as they only carry a limited selection of alcohol. Mr. Parra also commented if an employee sold to a minor they would be terminated immediately.

Committee Member Margheim moved, seconded by Police Chief Spencer to send a positive recommendation to Council regarding the Class D Liquor License for AS 22, LLC d/b/a Route 26 Mart. Motion passed unanimously.

Agenda item 7b) Class IK Application, Sweet V's, LLC d/b/a Sweet V's, 1818 1st Ave., Scottsbluff, NE; Mark Villagrana, Manager was moved after 8a) Board review and discussion of compliance checks.

8. Liquor License Compliance Issue:

a) Board Review and discussion of failed Compliance checks.

- Wal-Mart #867 – Mr. Doug Ferreyra, Liquor License Manager and Mr. Erik Schneider, ATF Compliance for Wal-Mart appearing via Zoom, were present to answer questions from the committee regarding the recent compliance violation. Mr. Ferreyra explained the violation happened in March and the cashier, who was a 25-year employee, was terminated. Mr. Ferreyra commented it happened 30 minutes before her shift ended and she approved the sale. Since the violation, they have added enhancements to the system and an employee cannot override the sale. The ID number is required before the transaction can be completed, so all who purchase alcohol must show their ID. Mr. Knight asked if someone was the head person for alcohol training in the store. Mr. Ferreyra stated that would be the Front-End Manager and all who run a register are required to take the training. The conversation shifted to Pick up Orders and Self-Checkout. Mr. Ferreyra stated the person who orders the alcohol online must be the person who picks up the alcohol. Also, with self-checkout, the system freezes the sale until a manager overrides the system and the system also alerts management if there is a shoplifter.
- Kelley's Liquor – Mr. Cory Kilpatrick came forward to explain his violation. Mr. Kilpatrick stated the employee thought they knew the customer and sold the alcohol to them without asking for ID. He added this was frustrating because the employee had taken the online alcohol training offered by the State and knew better. Because of this, the employee was terminated. Since then, Mr. Kilpatrick stated he has implemented that all ID's are checked, no exceptions. The ID is run through a scanner and the employee needs to put in the drivers license number. Mr. Kilpatrick commented, by doing this, they have alerted many customers who have expired ID's. He is also requiring all of his 4-5 employees to take in person training.

- East 'O' Watering Hole - Mr. Chris Bruckner approached the committee and stated his employee bypassed the Point of Sale Machine by punching in an ID number at random. He has since retrained all of his employees and did not terminate the employee who caused the violation because they did, after the fact, stop another violation and followed protocol. He feels sometimes his employees are pressured into selling and are afraid to say no to customers. He has told them to call him or the police if the sale gets out of hand.

7. New Application

b. Mr. Mark Villagrana, owner and liquor license manager applicant, was present to answer questions regarding the Class IK Liquor License Application for Sweet V's, LLC d/b/a Sweet V's, 1818 1st Ave., Scottsbluff, NE. Mr. Villagrana stated his business started out small selling cotton candy and fun non-alcoholic drinks. They saw the business continue to grow and because of that bought the old Goonies building located on 1st Avenue. He added they will not be a bar scene, but will offer unique drinks and an atmosphere where a meal can be enjoyed by family and friends.

Mr. Villagrana was asked about training and what measures he has in place to prevent underage drinking. Mr. Villagrana stated he will do online and in person training very soon and plans on getting in touch with Lannette Richards. He added all staff will ID, no exceptions, and they are implementing a handheld point of sale system to be used with all sales. He also will have born on calendars located in the establishment.

As far as security cameras, Mr. Villagrana stated they are located throughout the building and he also plans on implementing his own that he can view on his phone. With inventory and ordering, he stated he and his wife would do the ordering and all overstock will be kept upstairs in a locked room as well as in locked cupboards underneath the bar. He plans on offering six different types of beers, a couple different wines and gourmet style drinks showcasing shaved ice that will be served in different colored cups than the non-alcoholic drinks.

Legal Counsel Swanson left the meeting at 2:43 p.m.

Committee Member Margheim moved, seconded by Police Chief Spencer to send a positive recommendation to Council regarding the Class IK Liquor License for Sweet V's, LLC d/b/a Sweet V's. The motion passed unanimously.

There was no other business presented. The meeting adjourned at 3:01 p.m.

Russ Knight, Chairman

Kim Wright, Secretary

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Pub. Hear.2

Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission regarding the Class D Liquor License for AS 22, LLC d/b/a Route 26 Mart and naming Anthony O. Parra as Liquor License Manager.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Pub. Hear.3

Council to conduct a public hearing set for this date at 6:00 p.m. to receive information regarding a Class IK Liquor License for Sweet V's, LLC d/b/a Sweet V's, 1818 1st Ave., Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

Agenda Statement

Item No.

For meeting of: June 19, 2023

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class IK Liquor License application from Sweet V's, LLC d/b/a Sweet V's, 1818 1st Ave., Scottsbluff, NE.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

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

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Application, Memorandums, Exhibits

Exhibit #1 – Application of Sweet V's, LLC d/b/a Sweet V's, 1818 1st Ave., Scottsbluff, NE 69361.

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

Mark A. Villagrana
2502 Highland Drive
Scottsbluff, NE 69361-4815

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST RETAIL EXHIBIT #1**

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

License Class: I

License Number:
125769



Office Use Only

NEW REPLACING 122705 TOP Yes No

Hot List Yes No Initial: MW

PLEASE READ CAREFULLY

See directions on the next page. 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.

APPLICANT NAME Mark Villagrana Sweet Vs LLC

TRADE (DBA) NAME Sweet Vs

PREVIOUS TRADE (DBA) NAME N/A

CONTACT NAME AND PHONE NUMBER Mark Villagrana (308) 765-9382

CONTACT EMAIL ADDRESS mrkvillagrana@gmail.com

Spouse's info -
BC/Voter
Form 147
Lease
LLC?

<p>Office Use Only</p> <p>PAYMENT TYPE <u>Payport</u></p> <p>AMOUNT <u>100/400</u> RPT</p> <p>RECEIVED: <u>5/17/19</u></p> <p>DATE DEPOSITED</p>	<p>2300004971</p>
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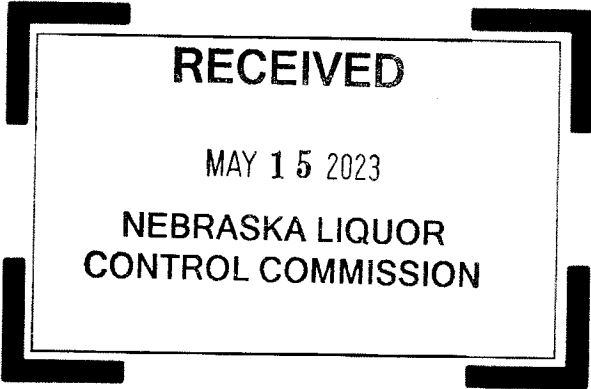
FORM 100
REV 12/7/2022
PAGE 1

APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

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

License
Class: **K**

License
Number:



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

LICENSEE

[Empty box for Licensee Name]

TRADE NAME

Sweet V's

PREMISES ADDRESS

1818 1st Avenue

CITY

ZIP CODE

Scotts bluff

CONTACT PERSON

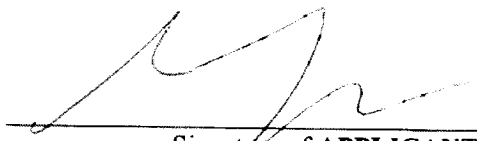
Mark Villagrana

PHONE NUMBER

(308) 765-9382

EMAIL

mrkvillagrana@gmail.com


 Signature of **APPLICANT**
 Mark Villagrana
 Printed Name of **APPLICANT**

Office use only	BARCODE
PAYMENT TYPE _____	
AMOUNT _____ TYPE _____	
RECEIVED: _____	
DATE DEPOSITED _____	

FORM 106
REV 12/2022

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
brenda.hiland@nebraska.gov
OTC Local Ref ID: 82484310
5/17/2023 02:23 PM

Status: **APPROVED**
Customer Name: Mark Villagrana
Account Number: *****3362
Routing Number: 104000029

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	78436000	\$400.00
Applicant Name:: Mark Villagrana			
Trade Name (DBA):: Sweet V's			
Address:: 1818 1st Ave.			
City:: Scottsbluff			
State:: NE			
Zip Code:: 69361			
Phone Number:: 3087659382			
Email Address:: sweetvs.69361@gmail.com			
Total remitted to the Nebraska Liquor Control Commission			\$400.00
Total Amount Charged			\$401.75

I authorize "" to electronically debit my account.

Customer Copy

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
brenda.hiland@nebraska.gov
OTC Local Ref ID: 82560838
5/19/2023 10:45 AM

Status: **APPROVED**
Customer Name: Allison Harder
Type: Visa
Credit Card Number: **** * 5047

Items	Quantity	TPE Order ID	Total Amount
Catering Endorsement (Class K)	1	78472224	\$100.00
License Number:: 125769			
Trade Name (DBA):: Sweet V's			
Address:: 1818 1st Ave.			
City:: Scottsbluff			
State:: NE			
Zip Code:: 69361			
Phone Number:: 3087659382			
Email Address:: sweetvs.69361@gmail.com			
Total remitted to the Nebraska Liquor Control Commission			\$100.00
Total Amount Charged			\$102.49

DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY**
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
 - F BOTTLE CLUB,
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO
 - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
 - Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
 - Class G Growler endorsement (Submit Form 165) – Class C licenses only
- **Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name _____ Phone Number _____
Firm Name _____
Email address _____
Should we contact you with any questions on the application? YES NO

FORM 100
REV 12/7/2022
PAGE 3

PREMISES INFORMATION

Trade Name (doing business as) Sweet V's

Street Address 1818 1st Avenue

City Scottsbluff County Scottsbluff Zip Code 69361-2403

Premises Telephone number (308) 637-2548

Business e-mail address ~~www~~ sweetvs.69361@gmail.com

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

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name

Street Address _____

City _____ State _____ Zip Code _____

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

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

Building length 95 x width 35 in feet

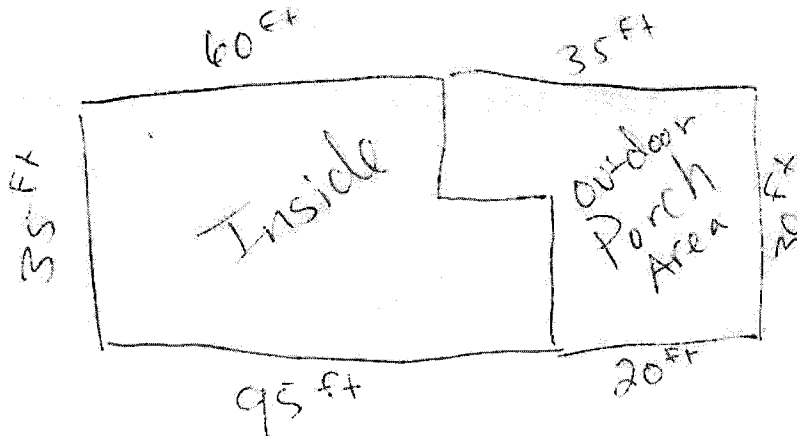
Is there a basement? Yes No If yes, length 15 x width 20 in feet

Is there an outdoor area? Yes No If yes, length 35 x width 30 in feet+

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

Number of floors of the building 3

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



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.

YES NO If yes, please explain below or attach a separate page

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

2. Was this premise licensed as liquor licensed business within the last two (2) years?
 YES NO

If yes, provide business name and license number Goonies

3. Are you buying the business of a current retail liquor license?
 YES NO

If yes, give name of business and liquor license number Goonies

4. Are you filing a temporary operating permit (TOP) to operate during the application process?
 YES NO

- If yes
- a) Attach temporary operating permit (TOP) (Form 125)
 - a) Submit a copy of the business purchase agreement
 - b) Include a list of alcohol being purchased, list the name brand, container size and how many None
 - c) Submit a list of the furniture, fixtures and equipment

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

____ YES NO

If yes, list the lender(s) _____

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

____ YES NO

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

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

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

____ YES 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 indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

____ YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

____ YES NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

U.S. Bank - Mark Villagrena, Allison Villagrena, Michelle Donato

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

N/A

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)
N/A		

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
N/A		

13. If the property 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 be in the name of applicant as owner or lessee

- Lease expiration date _____
- Deed _____
- Purchase Agreement _____

14. When do you intend to open for business? June 3, 2023

15. What will be the main nature of business? Restaurant

16. What are the anticipated hours of operation? 11am - 11pm

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 CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Scottsbluff NE	2012	2023	Scottsbluff NE	2019	2023
			Gering NE	2012	2019

If necessary, attach a separate sheet


**PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY**

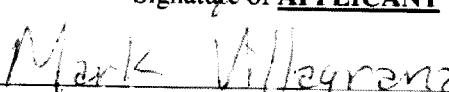
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s)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

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

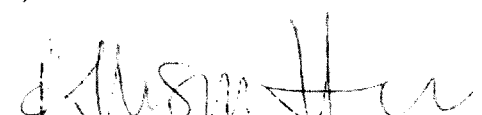
***Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction,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


**Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**



Signature of **APPLICANT**


Printed Name of **APPLICANT**



Signature of **SPOUSE**


Printed Name of **SPOUSE**

Signature of **APPLICANT**

Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

Nebraska Secretary of State

Thu May 18 11:00:46 2023

SWEET VS, LLC

SOS Account Number

2205119765

Status

Active

Principal Office Address

1625 1ST AVENUE
SCOTTSBLUFF, NE 69361
USA

Registered Agent and Office Address

MARK A VILLAGRANA
2502 HIGHLAND DR
SCOTTSBLUFF, NE 69361

Designated Office Address

1625 1ST AVENUE
SCOTTSBLUFF, NE 69361

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

May 19 2022

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for SWEET VS, 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	May 19 2022	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Jan 04 2023	\$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](#)

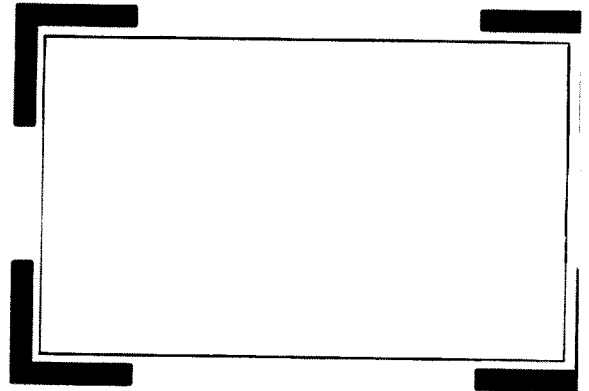
[↑ Back to Top](#)

LIMITED LIABILITY COMPANY (LLC)

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

License
Class: _____

License Number: _____



INSTRUCTIONS

1. All members and spouses must be listed
2. 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
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

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

Sweet Vs LLC

Name of Registered Agent: Mark A. Villagrana

LLC Address: 2502 Highland Drive

City: Scottsbluff State: NE Zip Code: 69361-4815

LLC Phone Number: (308) 637-2548 LLC Fax Number N/A

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Mark Villagrana First Name: Mark MI: A

Home Address: 2502 Highland Drive City: Scottsbluff

State: NE Zip Code: 69361-4815 Home Phone Number: (308) 765-9382

Signature of Managing/Contact Member

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

Last Name: Harder First Name: Allison MI: P



Spouse Full Name (indicate N/A if single): Mark Adam Villagrana



Percentage of member ownership 50%

Last Name: Villagrana First Name: Mark MI: A



Spouse Full Name (indicate N/A if single): Allison P Harder



Percentage of member ownership 50%

** See email for change*

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

FORM 102
REV 12/8/2022
Page 2

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES

NO

If yes, Form 185 is required

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

Starting Date: January 1 Ending Date: December 31

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

Wessel, Misty

From: Mark Villagrana <mrkvillagrana@gmail.com>
Sent: Tuesday, May 23, 2023 10:43 AM
To: Wessel, Misty
Subject: Re: 125769 Sweet v's

Allison and I are on the LLC so 50/50

Sent from my iPhone

On May 23, 2023, at 8:20 AM, Wessel, Misty <Misty.Wessel@nebraska.gov> wrote:

Good morning, I do have everything I need but I need to confirm do you own 100 percent or do you own 50 and Allison own 50?

Thank you,

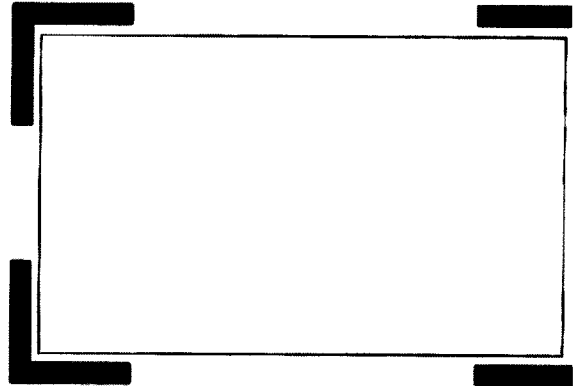
Misty Wessel
Licensing Division/Special Designated Licenses
Nebraska Liquor Control Commission
Direct Line: 402-471-4893
SDL Website Link: <https://lcc.nebraska.gov/special-designated-licenses>

MANAGER APPLICATION FORM 103

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

License
Class: _____

License Number: _____



MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: Sweet V's

PREMISES INFORMATION

Premises Trade Name/DBA: Sweet V's

Premises Street Address: 1818 1st Avenue SE

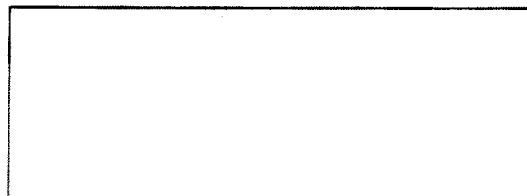
City: Scottsbluff County: Scottsbluff Zip Code: 69361-2403

Premises Phone Number: (308) 637-2548

Premises Email address: sweetvs.69361@gmail.com

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



FORM 103
REV 12/8/2022
PAGE 1

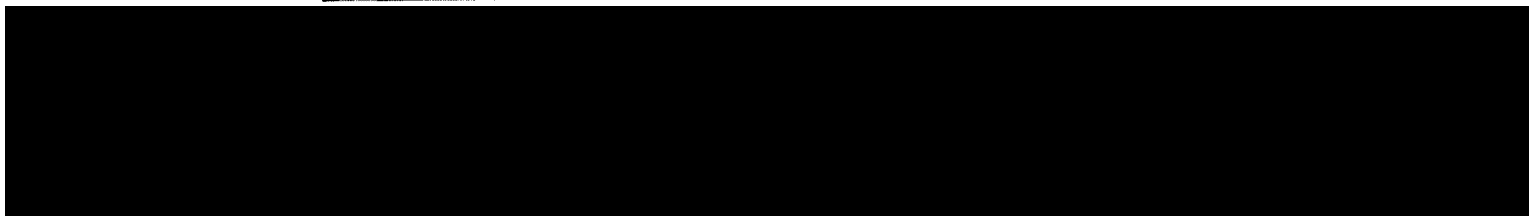
MANAGER INFORMATION

Last Name: Villagrana First Name: Mark MI: A

Home Address: 2502 Highland Drive

City: Scottsbluff County: Scottsbluff Zip Code: 69361-4815

Home Phone Number: (308) 765-9382



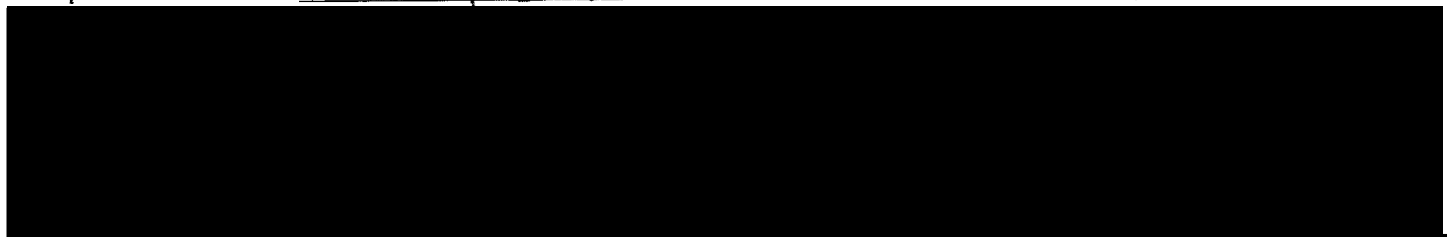
Email address: mrkvillagrana@gmail.com

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

YES NO

Spouse's information

Spouses Last Name: Villagrana First Name: ~~Mark~~ Allison MI: P



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	2012	2023	Scottsbluff NE	2019	2023
			Gering NE	2012	2019

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2014	Jan 2017	Spectrum	Gary Young	N/A
Jan 2017	Current	CenturyLink	Adam Dickson	

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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

YES NO *N/A*

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

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

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

YES NO

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

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

YES NO

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

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

*For list of NLCC Certified Training Programs see [training](#)

Experience:

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

5. Have you enclosed Form 147 regarding fingerprints?


YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

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.

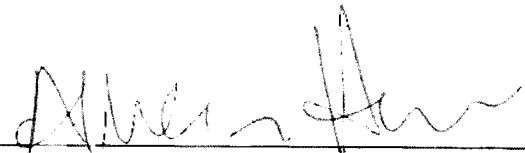
***Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction,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

Must be signed by applicant and spouse.



Signature of **APPLICANT**
Mark Villagrone

Printed Name of **APPLICANT**

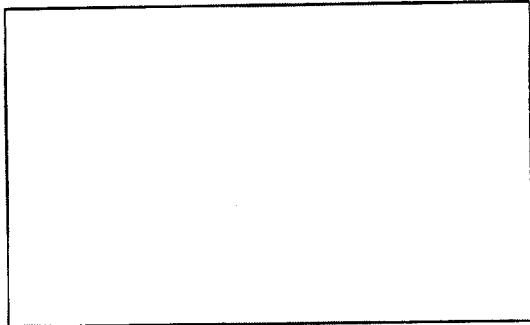


Signature of **SPOUSE**
Allison Hender

Printed Name of **SPOUSE**

**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



**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 Sweet V's

Name of Person Being Fingerprinted: Mark Villagrana

Date fingerprints were taken: May 8, 2023

Location where fingerprints were taken: State patrol (Scottsbluff NE)

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

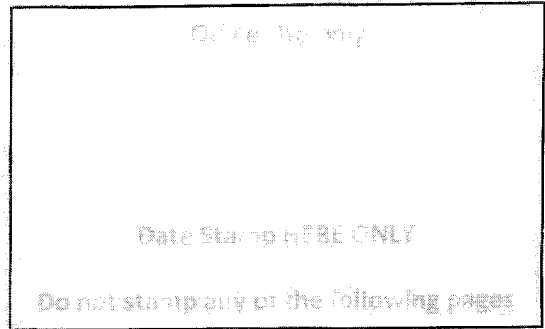
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

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



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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**
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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 Sweet V's

Name of Person Being Fingerprinted: Allison Paige Harder

Date fingerprints were taken: 5/16/20

Location where fingerprints were taken: SCOTTSBLUFF, NE

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

Allison Harder

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV JUNE 2021

Sweet V'S business plan

We plan on serving the community with great food in a great environment while also offering alcohol. Our hours of operation will be Monday-Thursday 10:30am to 10:00pm and Friday-Saturday 10:30am-11:00pm.



THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

The REALTOR[®] negotiating this agreement is a member of the Nebraska REALTORS[®] Association

And as such is governed by its Code of Ethics and Rules and Regulations.

Addendum to Purchase Agreement

The Seller and Buyer named in the Purchase Agreement dated 05/09/2023

for the sale of 1818 1ST AVE SCOTTSBLUFF NE 69361

agree to the following terms in addition to or as modifications of those stated in the Agreement:

Names for deed and Lessee to be Sweet V's LLC

Multiple horizontal lines for additional terms or conditions.

Dated May 15, 2023
[Signature]
Seller

Dated May 15, 2023
[Signature]
Buyer

Seller

Buyer

©1991 Nebraska REALTORS[®] Association

Serial#: 086885-900168-4180159

Prepared by: Charissa Johnson | Champion Realty LLC | charissa.johnson@championrealtyllc.net |



THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

The REALTOR® negotiating this agreement is a member of the Nebraska REALTORS® Association

And as such is governed by its Code of Ethics and Rules and Regulations.



Addendum to Purchase Agreement

The Seller and Buyer named in the Purchase Agreement dated 5-9-23
for the sale of 1818 1st Ave, Scottsbluff, NE 69361

agree to the following terms in addition to or as modifications of those stated in the Agreement:

Buyer & Sellers agree to the following for entire lease period

Buyers agree to pay a deposit of \$2800 (first & last month rent)

Buyers agree to pay \$1400/month for rent

Buyers agree to pay for liability insurance, all utilities

Sellers agree to pay hazard insurance

Buyers agree to begin lease June 1st 2023

Seller agrees to pay 1st half of years taxes

Buyers agree to pay 2nd half of years taxes

Dated

5/9/2023

Seller

Seller

Dated

5/9/23

Buyer

Buyer

THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.
The REALTOR® negotiating this Agreement is a member of the Nebraska REALTORS® Association
and as such is governed by its Code of Ethics and Rules and Regulations.



COMMERCIAL
PURCHASE AGREEMENT

Champion Realty LLC 1904 1st Ave, Scottsbluff, NE 69361 5/9/23
(Firm and address) (date)

Agency Confirmation: The following agency relationship(s) are hereby confirmed for this transaction.

Agent: Charissa Johnson
of Champion Realty LLC (company)
308.672.9355 (agent's cell)

Is the agent of: Seller exclusively Buyer exclusively both the Buyer and Seller (Limited Dual Agent)

Agent: _____
of _____ (company)
_____ (agent's cell)

Is the agent of: Seller exclusively Buyer exclusively both the Buyer and Seller (Limited Dual Agent)

The undersigned, as Buyer, agrees to purchase the following property on the following terms:

- 1. Address: 1818 1st Ave, Scottsbluff, NE 69361
 - 2. Legal Description: LT 2, Blk 3, Seventh Add.
- _____ (Property)

3. Personal Property. If checked, the purchase price includes all furniture and furnishings and any other personal property owned by Seller and used in the operation of the property per attached signed inventory, receipt of which is hereby acknowledged. The inventory is hereby made an integral part of this Agreement upon its execution by both parties. Said personal property is to be transferred by Bill of Sale in favor of Buyer at closing.

Including all fixtures and equipment permanently attached to Property owned by Seller provided Seller has a marketable title in fee simple. The only personal property included is as follows: _____

4. Price. Buyer agrees to pay \$ 265,000, allocated \$ _____ for land and buildings and \$ _____ for the personal property, on the following terms: an earnest money deposit of \$ _____ at this time as shown by the receipt herein. If paid by check, it will be cashed. If the selling broker is other than the listing broker the earnest money will be transferred to the listing broker upon acceptance. All monies shall be deposited in a trust account, to be held until the time of closing or until transferred to an escrow agent by Agreement of Buyer and Seller. Balance to be paid as shown in the following Paragraph(s) # _____:

A. Cash at Closing – No Financing Being Required: Balance of \$ _____ shall be paid in cash, or by certified or cashier's check at time of closing. Buyer to provide Seller a letter from a government regulated depository showing evidence of said funds within 10 calendar days of acceptance of this offer or this offer shall be null and void with the earnest money forfeited to the Seller

B. Conditional Upon Loan: Balance of \$ 265,000 shall be paid in cash, or certified or cashier's check at time of delivery of deed, contingent upon Buyer's ability to obtain a loan, to be secured by first mortgage or deed of trust, on above described Property in the amount of \$ _____ on the following terms: initial interest not exceeding _____ % per annum. amortized over not less than _____ years; points not to exceed _____ . Loan origination and all service fees shall be _____

Page 1 of 7

© 2018 Nebraska REALTORS® Association

Champion Realty, 1904 1st Ave Scottsbluff, NE 69361
Phone: 3087652212 Fax: _____

Elizabeth Sunblade

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road Fraser, Michigan 48026 www.zipLogix.com

Seller: [Signature] Buyer: [Signature]
Date: 5/5/2023 Date: 5/9/23

test

paid by Buyer. Buyer agrees to make application for the loan within ³²⁵~~150~~ ⁶⁰ days of acceptance of this offer, sign all papers, pay all costs, except as provided herein, and to establish escrow reserves for taxes and insurance if required by Lender. If processing of the application has not been completed by the lending agency by the closing date stated elsewhere in this Agreement, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection. Seller may cancel this Agreement any time after _____ unless Buyer shall have previously provided to Seller a copy of Buyer's written, non-contingent loan approval from a government regulated lender.

5. **Title.** Seller agrees to convey marketable title to Buyer by warranty deed or Nebraska free and clear of all liens, encumbrances, special assessments levied or assessed and subject to all easements and restrictions or covenants now of record. Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring good and marketable title. The cost of the title insurance shall be paid as follows:

- Title Insurance policy paid by: (select one) Seller Buyer Divided equally
- Lenders Policy paid by: (select one) Seller Buyer Divided equally
- Endorsements paid by: (select one) Seller Buyer Divided equally

6. **Real Estate Taxes/Prorations.** Seller shall pay all taxes to and including ~~Nebraska~~ ^{as} First half - Goomes (Paul Guhn) 2nd half ^{mark Villagrana} (date). Taxes for the calendar year _____, together with interest, rents, prepaid services, and other expenses of the property, if any, shall be prorated to the date of possession/closing. Taxes shall be prorated on the basis of the county assessor's valuation at the date of closing and the most recently certified mill levy.

7. **Compliance with Law.** Seller shall comply with all federal, state and local laws applicable to the sale or transfer of the property, including but not limited to installing smoke detectors or providing inspections.

8. **Maintenance/Repairs/Replacements, Cost to Seller.** Seller agrees to maintain the property in its condition on the date hereof until initial delivery of possession which maintenance shall include, but not be limited to, the building, lawn, parking lot, heating, air conditioning, water heater, sewer, plumbing, electrical system, and any appliances.

9. **Due Diligence.** This agreement is contingent upon Buyers satisfaction of the property after the opportunity for inspections. Buyer, or any designee, at Buyer's expense (or as otherwise agreed), shall have the right to any inspections desired of the real estate and personal property to be sold hereunder on or before 5-31-23 (date) (the "inspection deadline"). Buyer shall give written notice to the Seller of any unsatisfactory conditions of the property or rescission of this agreement on or before _____ days after the inspection deadline (the "rescission deadline"). If the Buyer fails to notify the Seller of any unsatisfactory conditions or rescission by such deadline, Buyer agrees to accept the property in its condition on the inspection deadline. If such a notice of unsatisfactory condition is received by the Seller as set forth above, this Agreement shall terminate _____ days after the rescission deadline (the "settlement deadline") unless Seller and Buyer have agreed to a settlement in writing or Buyer has waived such condition in writing.

If checked, Buyer requests a termite and wood destroying insect inspection of the property and all buildings thereon at Buyer's expense. Should evidence of termites or wood destroying insects be found, the property shall be treated at Seller's expense by a commercially licensed applicator who has met the certification requirement of the Nebraska Pesticide Act for treatment of termites and wood destroying insects. Buyer agrees to accept the treated property. If visible evidence of previously treated infestation, which is now inactive, is found, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repairs exceeds 1% of the purchase price, either Seller or Buyer may rescind this Agreement.

10. **Utilities.** Seller agrees to have the following utilities turned on, if not currently on, for inspections and/or appraisal.
 Electric Gas Water Other _____

11. **Access to Property.** Seller shall provide reasonable access to Buyer, Buyer's inspectors or agents to timely fulfill this Agreement and to representatives of Buyer's Lender to accommodate financing.

12. **Condition of Property.** Seller represents (1) that to the best of Seller's knowledge, there are no defects in the property that are not readily ascertainable and which significantly affect the desirability or value of the property, or which the Seller has not disclosed to Buyer in writing dated _____ and (2) that Seller has no notice of violations of any local state or federal laws, rules and regulations relating to the property.
 If checked, a disclosure is attached.

Seller: [Signature] Buyer: MAN
Date: 5/9/23 Date: 5/9/23

13. Risk of Loss. Risk of loss or damage to Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the Property is materially damaged by fire, explosion or any other cause, Buyer shall have the right: i) to require the premises to be restored to the condition at execution hereof; ii) to adjust the price to the value subject to the damage; or iii) to rescind this Agreement.

14. Possession and Closing. Closing of the sale shall be on June 30th 2024 (date) or within 10 days after loan approval, whichever shall last occur. Possession of Property shall be given on 6-1-23 (June 1st 2023) (date) but not before closing. This Agreement shall in no manner be construed to convey Property or to give any right of possession. Buyer shall have the right to make a final inspection of Property prior to closing to ascertain that all conditions of this Agreement have been met. Time is of the essence in this Agreement.

15. Escrow Closing. Buyer and Seller agree that the closing of the sale may be handled by an escrow agent. If so, the listing broker is authorized to transfer to the escrow agent the earnest money, other trust funds received by the listing broker and all documents and other items received by the listing broker in connection with the sale. After the transfer, the listing broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow agent will not be required to disburse funds or deliver or record any documents until it has received certified funds or other good, sufficient and collected funds, and all conditions, terms and provisions of this Agreement have been satisfied, performed and met. Escrow Agent shall be _____ (Title Company) and escrow closing charges shall be paid as follows: _____

16. Rescission, Termination or Default. If Buyer fails to consummate this purchase according to the terms of this Agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure. If this Agreement is rescinded or terminated by either party without fault as allowed hereby, each party shall bear his or her costs and the earnest money shall be refunded.

17. Foreign Investment and Real Property Tax Act (FIRPTA). The Foreign Investment and Real Property Tax Act requires a Buyer of real property to withhold ten percent (10%) of the sale price and to deposit that amount with the Internal Revenue Service upon closing, if the Seller is a foreign person, foreign corporation or partnership, or non-resident alien, unless the property qualifies for an exemption under the Act. Unless it is established that the transaction is exempt because the purchase price is \$300,000 or less and the Buyer intends to use the property as his primary residence, Seller agrees to: (a) Provide Broker with a Non-Foreign Seller Affidavit (PPC Form 101-V) stating under penalty of perjury that Seller is not a foreign person; or (b) Provide Broker with a Certificate from the Internal Revenue Service establishing that no federal income tax withholding is required; or (c) Subparagraphs (a) or (b) to be provided to Buyer within _____ days of acceptance or Seller consents to withholding ten percent (10%) from the sale proceeds, to be deposited with the Internal Revenue Service.

18. Tax Deferred Exchange. In the event the Seller wishes to enter into a tax deferred exchange for the real property described herein, or if Buyer wishes to enter into a tax deferred exchange with respect to property owned by him in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided that: (a) The other party shall not be obligated to delay the closing, (b) All additional costs in connection with the exchange should be borne by the party requesting the exchange, and (c) The other party shall not be obligated to execute any note, contract, deed, or other document providing for any personal liability which would survive the exchange, nor shall the other party be obligated to take title to any property other than the property described in this Agreement. The other party shall be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the acquisition of the exchange property.

19. Rights of Persons in Possession. If checked, this property is sold subject to the rights of persons in possession. Rents shall be prorated to date of closing. Security deposits, advance rentals or considerations involving future lease credits shall be credited to Buyer. Buyer acknowledges that trade fixtures located in the premises may belong to tenants and may be removed upon the conclusion of the tenancy.

If checked, purchase is subject to Buyer's inspection and approval of the leases which shall be treated as an inspection above. Promptly after execution hereof, Seller shall provide Buyer with copies of all leases and rental Agreements, notices to or from tenants, claims made to or by tenants, a statement of rents owing and damage or security deposits held and a summary of all oral agreements with tenants which affect the operation or ownership of the premises. Seller shall warrant the foregoing disclosures as true and correct.

Seller agrees that no changes in the existing leases or rental Agreements shall be made nor new leases or rental Agreements entered into nor shall any substantial repairs or alterations be commenced without the express written consent of the Buyer. Buyer's obligations hereunder are conditioned upon receipt at closing of an estoppel certificate from each tenant acknowledging that the lease or rental Agreement is in effect, that no lessor default exists, and stating the amount of any prepaid rent or deposits.

Page 3 of 7

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Seller: [Signature]

Date: 6/28/23

Buyer: MAV

Date: 5/9/23

20. **Income/Expense.** If checked, the purchase is subject to Buyer's inspection and approval of the operating statement of the premises. Promptly after execution hereof Seller shall provide a statement of rental income and expenses for the premises which Seller shall warrant as true and correct. Such inspection shall be treated as an inspection above. Buyer agrees to keep such statement confidential. Buyer agrees to use such statement only for the purpose of analysis of a purchase of the premises.

21. **Service Contracts.** Seller agrees to provide to Buyer a copy of any service and/or equipment contracts with respect to the property which extend beyond closing. Buyer agrees to assume such contracts.

22. **Environmental.** If checked, the purchase is contingent upon the satisfactory environmental quality of the Property. On or before the inspection deadline, Buyer may request a Phase I environmental review at Buyer's expense which shall be promptly ordered by Buyer or Buyer's Agent. If the results raise a question of environmental quality, Buyer may request further study and delay closing as necessary, accept the property as is or rescind the Agreement. If further study is requested, Buyer shall have ten days after receipt of the study results to accept the property as is or rescind this Agreement. Copies of all requests for environmental investigation and the results thereof shall be provided to both Buyer and Seller. If the environmental investigation is not completed by _____ (date), either party may rescind this Agreement.

23. **Use.** If checked, Buyer intends to use the premises for a specific purpose. Buyer may rescind this Agreement on or before the rescission deadline if Buyer determines that zoning or land use restriction prohibits such intended use. The purpose is as follows:

24. **Acceptance Date.** This offer is null and void if not accepted by Seller on or before 5-9-23 (date) at 4:00 o'clock PM.

25. **Counterparts, E-Mail and Fax Transmission:** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument. The facsimile or e-mail transmission of a signed copy hereof or any counter offer to the other party or their agent with confirmation of transmission shall constitute delivery. The parties agree to confirm delivery by mail or personal delivery of a signed copy to the other party or their agent.

26. **Other Provisions.** _____

- 27. **Addenda.** The attached addenda shall be made a part of the Purchase Agreement. (List Addenda) _____

(Seller: [Signature] / _____) (Buyer: [Signature] / _____)

28. **Mediation and Arbitration.** [If checked]
(a) Disputes. The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the brokerage relationship or the construction, interpretation, enforcement, or breach of the terms of this Agreement or any actions of the parties or their agents in the sale and purchase of the described property including claims of misrepresentation and claims under §21-2120 (Seller Property Condition Disclosure) of the Nebraska Revised Statutes.
(b) Mediation. In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the Dispute by giving 15 days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within 360 days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be held in Nebraska. Such mediation may be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.
(c) Arbitration. Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be held in Nebraska. Such arbitration may be administered by the American Arbitration Association or such other arbitration provider agreed to by the parties. It shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in

Page 4 of 7
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Seller: [Signature] Buyer: MAV
Date: 5/9/23 Date: 5/9/23

writing and must be given by personal delivery or certified mail, return receipt requested, within 360 days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within 60 days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorney's fees to the prevailing party. In determining prevailing party, prevailing party shall be that party for whom the result most closely, in the arbiter's opinion, resembles that party's last offer for settlement of the controversy.

(d) **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

(e) **Exclusions.** The terms of paragraph 28 shall not apply to:

- (1) Any complaint of violation of the Code of Ethics of the National Association of REALTORS®;
- (2) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; or
- (3) The filing or enforcement of a construction or similar lien including a commercial broker's lien.
- (4) An action filed and held in "Small Claims Court" as defined in Neb. Rev. Stat. 25-2801 to 25-2804, provided, however, any attempt to transfer a matter filed in small claims court to county court shall be subject to paragraph 28.

(f) **Waiver.** BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

29. Entire Agreement. This document contains the entire Agreement of the parties and supersedes all prior Agreements or representations oral or written with respect to the Property which are not expressly set forth herein or incorporated herein by reference. This Agreement may be modified only by a writing signed and dated by both parties. All express representations and warranties shall survive closing. Both parties acknowledge that they have not relied on any statements of the real estate agent or broker which are not herein expressed except _____

30. Authority to Sign. The undersigned Seller(s) and Buyer(s) each represent and warrant that they are duly empowered and/or authorized, whether individually, on behalf of any entity or as a fiduciary, to enter into this Purchase Agreement and create a valid and binding contract. Seller represents all parties required to transfer title to the Property are parties to this contract.

IF PARAGRAPH 28 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

BUYER _____ DATE 5/9/23

BUYER _____ DATE _____

ADDRESS _____ ZIP _____ PHONE _____

NAMES FOR DEED: Merk Villagrana

Check one: JTWROS Tenants in common Other _____

Check one: Husband and Wife Single Person Other _____

Page 5 of 7
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Seller: [Signature] Buyer: MAV
Date: 5/9/23 Date: 5/9/23

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AGREEMENT TO ENTER PROPERTY PRIOR TO CLOSING

Date: 5-9-23

Sellers Paul Guhn

Buyers Mark Villagrana

Property Address 1818 1st Ave Scottsbluff, NE 68301

This agreement is contingent upon Buyer(s) obtaining mortgage approval for the above property per the purchase agreement dated _____.

Buyer to occupy property. This agreement shall have the same terms as a 30 day rental agreement. Rent shall be 1400 and prorated from the date of entry to date of closing. All utilities will be placed in buyer's name.

Buyer to make repairs/changes only prior to closing.

Early entry date to be June 1st 2023 May 4th 2023

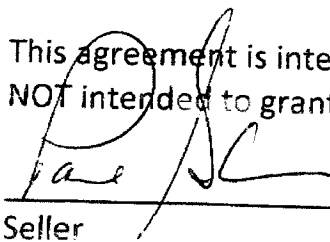
The buyer(s) agree that this action does not constitute any form of warranty on the property by the Realtor and/or Seller(s). Buyer(s) accept the property in "AS IS" condition.

Buyer(s) agree to release Seller(s) of all liability against himself or workers on said property. Buyer(s) must offer proof of insurance if requested by Seller(s).

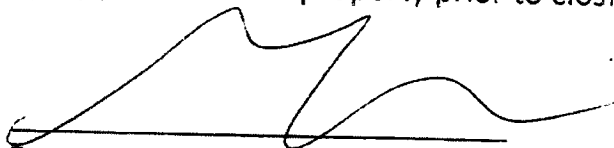
Buyer(s) agree that Seller(s) will not be held responsible for payment of work completed on property if any such work is done by buyer(s).

Should Buyer(s) place personal possessions on premises, it is agreed and understood that Seller(s) is released of all liability from damage or destruction to said possessions.

This agreement is intended solely to allow Buyer(s) to enter the property prior to closing and NOT intended to grant ownership.



Seller



Buyer

Seller

Buyer

RECEIPT FOR EARNEST MONEY

RECEIVED FROM: _____ the sum of \$ _____ by
[] check [] cash [] other _____ to apply to the purchase price of the
Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified
the earnest money shall be refunded.

REALTOR® By: _____

Complete only one of A, B or C below:

A: Acceptance of All Terms: Seller accepts all of the terms of the above Agreement and agrees to perform all of its terms.

IF PARAGRAPH 28 IS CHECKED, THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Seller [Signature] Date 4/29/2023

Seller _____ Date _____

B. Counter Offer #1 By Seller: In response to the above Purchase Agreement dated _____ for the sale of the Property,
all of the terms and conditions of the Purchase Agreement are accepted and shall remain the same with the exception of the following:

This Counter Offer shall expire _____ (date), at _____ o'clock _____ (hour in the time zone of the office
of the Seller's agent) and be automatically null and void unless, prior to the time of expiration, Buyer's written acceptance is delivered to
the Seller's Limited Agent or their Broker's office or the Seller.

If this Counter Offer is accepted, the Purchase Agreement as amended by this Counter Offer shall become a contract between the parties.

Seller reserves the right to withdraw this Counter Offer prior to acceptance. Withdrawal shall be complete if verbal notification of
withdrawal is made to the Buyer's Agent or Broker of the Buyer's Agent or Buyer before the delivery of Buyer's written acceptance.

Seller _____ Date _____ Seller _____ Date _____

[] accept [] reject this Counter Offer _____ (date), at _____ o'clock _____

Buyer _____ Date _____ Buyer _____ Date _____

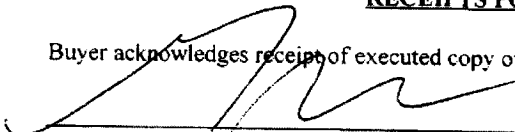
C. Rejection: The foregoing offer is rejected

Seller _____ Date _____ Seller _____ Date _____

Seller: [Signature] Buyer: [Signature]
Date: 4/29/2023 Date: 5/19/23

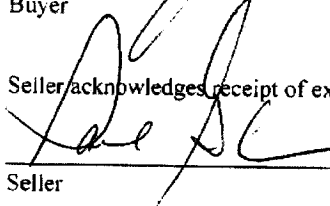
RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT

Buyer acknowledges receipt of executed copy of this Agreement.


Buyer _____ Date 5/9/23

Buyer _____ Date _____

Seller acknowledges receipt of executed copy of this Agreement.


Seller _____ Date May 09, 2023

Seller _____ Date _____

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

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Kevin Spencer, City Manager/Chief of Police
Date: 06/15/2023
Re: Application for a Class IK Liquor License Number IK - 125769, Sweet V's LLC, dba: Sweet V's, 1818 1st 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 adequately provide the service proposed within the city where the premises described in the application are located:

A background check was conducted on the owners, Mark Villagrana and Allison Harder, to determine their fitness to hold a liquor license. Mark and Allison both reported not having any criminal convictions. No history was found for Allison. Two arrests for Mark were found, one on 10/24/2011 for Disorderly Conduct and a second for Driving Under the Influence on 2/21/2012. I called Mark about his convictions and why he didn't report them. Mark told me he was in a hurry when he filled out the application and thought he had to report only felony convictions. Mark told me he reported this to the Nebraska State Patrol Investigator.

I found no information that would disqualify the applicants from having a liquor license.

After consideration, I have concluded that the applicants are 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, June 14, 2023, Mark Villagrana appeared before the Liquor License Holders Investigatory Board to discuss the application. Mark explained that he had no experience in the retail liquor business. Mark told the board that the business policy would be to card everyone, regardless of apparent age. Mark said all staff would have a "Born on Calendar," a flashlight, and a handheld device to scan identifications to determine one's age.

Mark told the board that any employee selling alcohol to a minor would be terminated.

The applicant appears 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:

Mark told the board that the alcohol would be stored in a locked upstairs room and cupboards below the bar. Mark said he would be responsible for the inventory and ordering of the alcohol. Mark said there would be 12 to 14 employees, and all employees handling alcohol must take online and in-person alcohol server training. Mark explained that the store had surveillance cameras and an after-hour intrusion alarm.

After hearing Mark's plan and answering questions, the board voted unanimously to send a positive recommendation to the Scottsbluff City Council.

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 open six days a week, Monday thru Saturday, 10:30 am to 10:00 pm. Sweet V's is in a location that has been a restaurant with a liquor license for many years.

Oversight and accountability will be a priority for the applicant regarding 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 1818 1st Ave, Scottsbluff, NE. It will be a restaurant 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 privileges within the neighborhood or community of the location or the proposed licensed premises.

Other similar businesses in the area with liquor licenses 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 and pedestrian traffic are not of concern now.

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 33 full-time officers in the department and handled approximately 18,559 calls for service, not including traffic citations, during 2022. 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 remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties, and their broad 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, training, and close supervision of patrons are essential. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.

Memo

Date: June 19, 2023
To: Honorable Mayor McKerrigan and Members of the City Council
From: Kimberley Wright, City Clerk
CC: Kevin Spencer, City Manager
Re: Sweet V's, LLC d/b/a Sweet V's, 1818 1st Ave., Scottsbluff, NE 69361

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 21 st Avenue
Tangled Tumbleweed	1823 Ave. A
Las VII Americas Tortilleria	1619 East Overland
Flyover Brewing Company (Catering)	1824 Broadway
27 th Street Bro's, LLC d/b/a Brothers 27 th Street Wings and Burgers (Catering)	2621 5 th Avenue
Power House on Broadway, LLC d/b/a Power House Social (Catering)	1721 Broadway
Frank Eats, LLC d/b/a Taco De Oro	2601 Avenue I

Hotel/Motel

Holiday Inn Express	1821 Frontage Rd.
---------------------	-------------------

Taverns/Lounges

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

Retail

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

Clubs

Elks BPO Lodge 1367 (Catering)	1614 1 st Avenue
--------------------------------	-----------------------------

Bowling Alleys

TOTAL CLASS C LICENSES 15

Class D Licenses

Grocery Stores

Safeway of Western Nebraska
Panhandle Coop Assn.

Convenience Stores

East "O" Watering Hole	601 Broadway
Scottsbluff Watering Hole	3302 Ave. B
Big Bats	503 East Overland
Git N Split	121 W 27 th Street
Grass Retail, LLC d/b/a Shortstop	902 West Overland
Route 26 Mart	506 West 27 th Street
Maverik Stores Inc.,	2002 Avenue I
Walgreens	1722 E 20 th Street
Essential Fuel	920 West 36 th St.,
Essential Fuel	205 West 27 th Street 822
Essential Fuel	South Beltline Hwy W
	2319 East Overland
	837 27 th Street

Liquor Stores

Montez Liquor
Cigarette Chain
Discount/Grocery Stores
Target (Catering)
Wal-Mart Supercenter #867
TOTAL CLASS D LICENSES

17

1311 E Overland Dr.
323 East Overland

1401 Frontage Rd.
3322 Avenue I

CLASS I LICENSES

Restaurants

Rosita's (Catering)
Applebees
Chili's Grill & Bar
Wonderful House Restaurant
Ole, LLC
El Rancho Viejo Mexican Restaurant
Sam & Louie's Pizzeria (Catering)
Taco Town
Prime Cut
Goonies Sports Bar & Grill

1205 East Overland
2302 Frontage Rd.
826 West 36th St.
829 Ferdinand Plaza
1901 East 20th Street
23 West 27th St.
1522 Broadway
1007 West 27th St.
305 West 27th St.
1818 1st Ave.

Hotel/Motel

Hampton Inn & Suites
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26
902 Wintercreek Dr.

TOTAL CLASS I LICENSES 12

CLASS IB LICENSES

Nightclub

Marez, LLC d/b/a Oasis
TOTAL CLASS IB LICENSES

1

1722 Broadway

Class L Licenses

Flyover Brewing Company

1824 Broadway

TOTAL CLASS L LICENSES 1

Class W Licenses

Wholesale

High Plains Budweiser
TOTAL CLASS W LICENSES

1

2810 Ave M

Class Z Licenses

Great Plains Distillery (Catering)
TOTAL CLASS Z LICENSES

1

213 West Railway St.

TOTAL LICENSES	
Class A	1
Class B	1
Class C	15
Class D	17
Class I	12
Class IB	1
Class L	1
Class W	1
Class Z	1
TOTAL LICENSES	50

Memo

Exhibit V

Date: May 24th, 2023
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Kevin Spencer
Re: Class "I & K" Liquor License Application
Sweet V's LLC
23 W. 27th St.
Scottsbluff, NE 69361

Action:

The owner of Sweet V's LLC has applied for a new liquor license in the name Mark Villagrana.

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 1818 1st Ave. is situated in a C-1 (Central Business District) zoning district where a restaurant, bar, and or tavern is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) City off street parking requirements for a restaurant/bar require 1 parking space for every 3 seats. The current occupancy load is 80 but there is no parking lot on this property. However, there is public parking across the street to the southeast.
- (3) All the surrounding properties are zoned C-1 (Central Business District).
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 14,283 as of 2023 census.

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Pub. Hear.4

Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission regarding the Class IK Liquor License for Sweet V's, LLC d/b/a Sweet V's and naming Mark A. Villagrana as Liquor License Manager.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Resolut.1

Council to consider action on the second reading of the Ordinance to consider the creation of Paving District No. 314 for portions of 28th Street and Avenue K in the SE Quarter of the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M.

Staff Contact: City Council

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2023.

ATTEST:

Mayor

City Clerk

City Attorney

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Resolut.2

Council to consider action on the second reading of the Ordinance to consider the creation of Sanitary Sewer District No. 167 located North of 27th Street and West of Avenue I in the SE Quarter of Section 15, Township 22 North, Range 55 West of the 6th P.M.

Staff Contact: City Council

ORDINANCE NO. _____

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

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

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

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

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

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

THE SANITARY SEWER TO BE IMPROVED BY PLACEMENT OF MANHOLES, SANITARY SEWER MAIN, AND INCIDENTAL WORK CONNECTED THEREWITH IS: THE SANITARY SEWER DISTRICT WILL INCLUDE AN 8-INCH PVC SANITARY SEWER MAIN THAT WILL TIE INTO THE SANITARY MANHOLE ON THE SOUTHEAST CORNER OF 28TH & AVENUE K AND CONTINUE NORTH IN THE

AVENUE K RIGHT OF WAY TO THE NORTH SIDE OF LOT 5, BLOCK 1 FRANK PROPERTIES AND THEN CONTINUE EASTERLY IN A DEDICATED EASEMENT ALONG THE SOUTH SIDE OF LOTS 2-4, BLOCK 1, FRANK PROPERTIES.

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

Mayor

ATTEST:

City Clerk

Approved:

City Attorney

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Public Inp1

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

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Public Inp2

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

Staff Contact: Kim Wright, City Clerk

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

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

Rosita's Restaurant

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

1205 East Overland

Retail Liquor License Address or Non-Profit Business Address

025711

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): July 6th, 2023

Event Start Time(s): 4pm

Event End Time(s): 10pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: 18th Street Plaza

Event Street Address/City: 18 Street Scottsbluff

Indoor area to be licensed in length & width: X

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

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

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

Event Contact Name: Rosy Florez Event Contact Phone Number: 308-6410038

Event Contact Email: RosyF1r2@gmail.com

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

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

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

Local Governing Body completes below:

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

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

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

Rosida's Restaurant

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

1205 E. Overland

Retail Liquor License Address or Non-Profit Business Address

025711

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): July 13th, 2023

Event Start Time(s): 4pm

Event End Time(s): 10pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: 18th Street Plaza

Event Street Address/City: 18th Street Scottsbluff

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

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

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

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

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

Event Contact Email: rosyflrz@gmail.com

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

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

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

Local Governing Body completes below:

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

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

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

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

025711
Retail License Number or Non-Profit Federal ID #

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

Event Start Time(s): 4pm

Event End Time(s): 10pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: 18th Street Plaza

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

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

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

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

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

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

Event Contact Email: rosyflr2@gmail.com

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

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

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

Local Governing Body completes below:

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

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

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

Rosita's Restaurant

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

1205 E. Overland

Retail Liquor License Address or Non-Profit Business Address

685711

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): July 27th, 2023

Event Start Time(s): 4pm

Event End Time(s): 10pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: 18th Street Plaza

Event Street Address/City: 18th St. Scottsbluff

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

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

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

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

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

Event Contact Email: rosyflrz@gmail.com

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

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

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

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

Local Governing Body completes below:

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

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

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

Rosita's Resturant

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

1205 E. Overland

Retail Liquor License Address or Non-Profit Business Address

025711

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

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

Event Start Time(s): 4pm

Event End Time(s): 10pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: 18th Street Plaza

Event Street Address/City: 18th Street Scottsbluff

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

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

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

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

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

Event Contact Email: rosyf1r7@gmail.com

*Signature Authorized Representative: Rosy Printed Name Rosemary Florez

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

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

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

Local Governing Body completes below:

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

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Public Inp3

Council to discuss and consider action on two Special Designated Liquor Licenses for Schluter Eats, Inc., to serve wine at Bands on Broadway, July 13th and 27th from 4-10 p.m. at the 18th Street Plaza.

Staff Contact: Kim Wright, City Clerk

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

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

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

5415 ORZOLB DR. SCOTTSBLUFF NE 69361
Retail Liquor License Address or Non-Profit Business Address

12498
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 7.13.23

Event Start Time(s): 4PM

Event End Time(s): 10PM

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: 18th STREET PLAZA

Event Street Address/City: 18th + BROADWAY DOWNTOWN SCOTTSBLUFF NE

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

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

Type of Event: BANDS ON BROADWAY Estimate # of attendees: 300 ish

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

Event Contact Name: HARAYA TOOF Event Contact Phone Number: 308.632.0052

Event Contact Email: stoor@scottsbldoff.org

*Signature Authorized Representative: [Signature] Printed Name ALEXANDRA SCHLUTER

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

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

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

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

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

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

SCHLUTER BARS Inc.

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

5415 ORIOLE DR SCOTTSBLUFF NE 69361

Retail Liquor License Address or Non-Profit Business Address

124982

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 7.27.23

Event Start Time(s): 4pm

Event End Time(s): 10pm

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: 18TH STREET PLAZA

Event Street Address/City: 18TH STREET + BROADWAY SCOTTSBLUFF NE

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

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

Type of Event: BANDS ON BROADWAY Estimate # of attendees: 300ish

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

Event Contact Name: SHARAYA TOF Event Contact Phone Number: 308.632.0052

Event Contact Email: stocf@scottsbluff.org

*Signature Authorized Representative: Alexandra Schluter Printed Name ALEXANDRA SCHLUTER

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

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

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

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Public Inp4

Council to discuss and consider action on a Community Festival Permit for Friends of the Midwest Theater on July 10th from 5-11 p.m. for a Marquee Lighting Celebration to include vendors, noise permit and street closure of the 1700-1800 blocks of Broadway.

Minutes: Organizer working on getting Certificate of Insurance from Insurance Company for event.

Staff Contact: Kim Wright, City Clerk

**APPLICATION
COMMUNITY FESTIVAL, BUSINESS PROMOTIONAL EVENT, CARNIVAL
PERMIT**

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

1. Friends of Midwest Theater
(name of sponsoring organization)
1707 Broadway Scottsbluff, NE 632-4311
(street) (city) (state) (telephone number)
Tina Worthman 632-4311
(chairperson responsible for event) (day telephone number)

2. _____
(name of co-sponsoring organization)

(street) (city) (state) (telephone number)

(contact person) (day telephone number)

3. **Event Information**
Marquee Lighting Celebration
(name of event)
July 10, 2023
(date(s) of event) (time(s) of event)
Broadway - between 17th & 18th
(location of event)

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

Lighting Ceremony for return of the Midwest Theater Marquee. We will have loudspeakers, food trucks.

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

5. **Street Closure**
Broadway from 17th to 18th - 5 p.m. to 11 p.m.
Please note any streets to be closed and the times required for closure

6. **Flags/Banners/Signs**

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

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

Community Festival/Business Promotion

Street Carnival

\$200,000 for one person
\$500,000 for any one accident
\$ 50,000 for injuries to property

\$ 800,000 for one person
\$2,000,000 for any one accident
\$ 200,000 for injuries to property

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

Yes No

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

Dated: 6-8-23

Signed:

Midwest Theater
(name of sponsoring organization)

Paul Worthman
(signature of authorized representative of sponsoring organization)

(name of co-sponsoring organization)

(signature of authorized representative of co-sponsoring organization)

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Public Inp5

Council to discuss and consider action on a Special Designated Liquor License for Powerhouse on Broadway, LLC to serve beer, wine, and distilled spirits at the Marquee Lighting Celebration for the Midwest Theater on July 10th from 5-11 p.m. on the 1700-1800 Blocks of Broadway.

Staff Contact: Kim Wright, City Clerk

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

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

POWERHOUSE ON BROADWAY LLC

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

1721 Broadway, Scottsbluff

Retail Liquor License Address or Non-Profit Business Address

125015

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): July 10, 2023

Event Start Time(s): 5p

Event End Time(s): 11p

Alternate Date:

Alternate Location Building & Address:

Event Building Name: Midwest Theater

Event Street Address/City: Broadway from 17th Street to 18th Street

Indoor area to be licensed in length & width: X

Outdoor area to be licensed in length & width: 300' X 80' (Diagram Form #109 must be attached)

Type of Event: Marquee Lighting Celebration Estimate # of attendees: 300

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

Event Contact Name: Krista Baird Event Contact Phone Number: 308-632-4311

Event Contact Email:

*Signature Authorized Representative:  Printed Name Kerri Schaff

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

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

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

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

Date

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Bids1

Council to discuss and consider action on awarding the bid for the 23 Club Musco Lighting Installation to Adams Electric Services in the amount of \$301,589.

Staff Contact: Mark Bohl, Public Works Director



June 7, 2023

Honorable Mayor and City Council
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

RE: 23 Club Musco Lighting Installation

Dear Mayor and City Council:

Bids were received and opened at 2:30 p.m. on June 6, 2023 at City Hall in Scottsbluff, Nebraska for the above referenced project. A total of two (2) bids were received. The project was bid as a lump sum bid for the installation of the City supplied bases, poles, and luminaires. The bids received were as follows:

Bidder	Total Bid
Adams Electric Services	\$301,589.00
H & H Electric	\$911,885.00
Engineer's Estimate	\$360,000.00

We have reviewed the contractor's bid documents and relevant project experience. Based upon a review of these items we would recommend award of the project to Adams Electric Services in the amount of \$301,589.00.

Sincerely,

FOR THE FIRM OF
M.C. SCHAFF & ASSOCIATES, INC.

Donald J. Dye, P.E.

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Reports1

Council to discuss and consider action on the Workforce Housing Investment Fund Local Match Agreement between the City and Twin Cities Development Association, Inc and authorize the Mayor to sign the Agreement.

Staff Contact: Sharaya Toof, Economic Development Director

**Workforce Housing Investment Fund
City of Scottsbluff Local Match Agreement**

This “Agreement” is by and between the City of Scottsbluff, Nebraska (the “City”), and Twin Cities Development Association, Inc. (“TCD”) on June 19, 2023.

Recitals:

a. TCD is a § 501(c)(4) organization, based in Scotts Bluff County, Nebraska. In 2023, TCD submitted and has been awarded a grant under the Nebraska Rural Workforce Housing Fund (“RWHF”), as created under Neb. Rev. Stat. § 81-1230 *et. seq.* and implemented by the Nebraska Department of Economic Development.

b. TCD was awarded a total matching grant of \$1,000,000 from the Nebraska Department of Economic Development, pursuant to its 2023 RWHF application. The matching grant is a two-to-one match of local funds contributed to TCD as part of its 2023 RWHF application. Local funds contributed to TCD for its 2023 RWHF application for \$500,000.

c. Additionally, at the time of the RWHF application, TCD receives its principal source of income (roughly 70%) from rental proceeds of residential housing that it constructed or rehabilitated and which at the time of construction or rehabilitation was not habitable for housing.

d. The City has adopted an Economic Development Plan pursuant to the Nebraska Local Option Municipal Economic Development Act (the “Plan”). Pursuant to the Plan, the City has implemented an Economic Development Program (the “Program”). TCD has made an application for assistance under the Program as part of the local match for the RWHF application.

e. The Administrator of the Program (the “Administrator”) and the City’s Economic Development Application Review Committee (the “Committee”) reviewed the application for assistance and recommended a pledge of \$200,000 from funds of the Program (the “Match”) towards the local match of the 2023 RWHF application of TCD. The City Council (the “Council”) approved Match of \$200,000, pursuant to Council Resolution 23-03-03.

f. Following the award of the RWHF matching grant, the City and TCD enter into this Agreement for purposes of funding the City’s 2023 Match and providing the terms and conditions upon which the City pledges the Match from the funds of the Program.

Agreement:

1. Purpose of the Match:

a. TCD shall receive the Match in the amount of \$200,000 from Funds of the Program and shall deposit the Match to an account or accounts pursuant to its RWHF application and the RWHF guidelines distributed by the Nebraska Department of Economic Development.

b. The purpose of the Match is to fund the construction or rehabilitation of workforce housing for sale or rental. The City has determined that the guidelines of the RWHF meet the requirements and purposes of the workforce housing plan in its Plan, which is to construct or rehabilitate single-family or market rate multi-family housing to address a housing shortage as outlined in TCD's 2023 RWHF application.

2. Match Closing:

The City agrees to provide the Match to TCD, to be disbursed from the funds of the Program. Disbursement shall occur after (1) a claim of \$200,000 has been approved by the Council for the purposes of this Agreement no later than the next Council meeting following approval of this Agreement by Council, and (2) TCD has provided all documents and met all conditions to Closing required under paragraph 4 below. At Closing, TCD shall deposit the Match funds into its funds for the 2023 RWHF application.

3. Restrictions and Conditions on Use of Match:

a. TCD shall use the Match funds only for the following course and scope of its RWHF program (the "Eligible Projects"):

i. the Match funds must be distributed and used by a third-party business that derives its principal source of income from the construction or rehabilitation of housing for sale or lease (each, a "Qualifying Business");

ii. the Match funds must be proportionally repaid to the City if the Nebraska Department of Economic Development recaptures any matching funds of the 2023 RWHF application due to non-use;

iii. the Qualifying Business must use the City's Match funds for working capital or capital costs of constructing or rehabilitating housing for sale or lease;

iv. the construction or rehabilitation of housing for each Qualifying Business must occur within the municipal limits of the City;

v. the construction or rehabilitation of housing must meet the requirements and of the RWHF application and program, which is aimed for workforce level housing;

4. Return of the Match:

a. The Match funds may revolve in an account of TCD as "Reuse Funds." Reuse Funds shall mean returns and repayments of the Match funds from a Qualifying Business on a Project, not including any interest or earnings thereon. TCD shall account for the use of Match funds, such that a separate accounting may be kept of all (1) local matches provided for all years of the RWHF applications (the "Cumulative Local Match"), including all particular sources of the Cumulative Local Match (i.e., City of Gering, City of Scottsbluff, City of Kimball,

etc.), (2) the Nebraska Department of Economic Development funds (the “DED Funds”), and (3) interests or earnings on the Cumulative Local Match or DED Funds. The City’s portion of the Cumulative Local Match existing at the time the course and scope of TCD’s program materially changes shall be returned to the City unless otherwise agreed by the City, which course and scope at the time of this Agreement is to fund working capital needs or capital costs of constructing or rehabilitating residential housing for sale or lease by third party applicants. The City’s portion of the Cumulative Reuse Funds shall be calculated by dividing the total of all match funds provided by the City for any match year, including match years 2021 and 2023, by the Cumulative Local Match.

b. Further, the parties agree that paragraph 4 of this Agreement, regarding return of matching funds, shall also apply to the initial \$350,000 matching funds contributed by the City to TCD for a 2021 RWHF application, as a measure of anticipating and planning for the possible closure or material change of TCD’s RWHF program should that occur. The previous 2021 agreement is amended accordingly, to the extent of this paragraph 4.b and paragraph 4.a. The City’s portion of 2021 local match shall be returned to the City in accordance with paragraph 4.a. hereinabove.

5. Use of Reuse Funds:

a. TCD states that it has formed a committee or subcommittee for purposes of reviewing projects on which to expend the RWHF funds and approving or recommending the approval of expenditures of the RWHF funds, and a representative of the City shall be a member of such committee or subcommittee.

b. After the first use of Match funds as set forth above, if TCD should receive returns or repayments on the expenditure of such Match funds from a project of a Qualifying Business for purposes of maintaining and operating as Reuse Funds, TCD shall be able to access and use the Reuse Funds without restriction as provided in paragraph 3.a.i above so long as (1) the Reuse Funds continue to be subject to the guidelines and requirements of the RWHF application, and (2) either (a) the Reuse Funds continue to be provided to a Qualifying Business for Eligible Projects (as defined above), or (b) TCD at the time of expending Reuse Funds continues to receive its principal source of income (at least 51%) from rental proceeds of residential housing that it constructed or rehabilitated. Provided, however, that for purposes of Eligible Projects under option (2)(a) of this subsection, it shall not be a requirement that the project funded by Reuse Funds be located within the municipal limits of the City.

c. Before the first expenditures of all Match funds is complete:

i. On request of the City, but in no event at a frequency greater than quarterly, TCD shall provide a detailed accounting of the use of the Match funds to the City, which accounting shall show the expenditure of the Match funds, an earmark of the Match funds compared to the other RWHF monies, including interest and earnings, a description of the Qualifying Businesses that received the Match funds, a description of the Eligible Projects on which the Match funds were spent, the date or dates of the expenditures; and

ii. If an auditor of the City during the City's regular annual audit determines in good faith that the Match funds are part of the City's audit, TCD agrees to provide a current report of the Match funds for auditing purposes.

d. Should the City determine that a violation of any restriction or condition occur, the City shall provide TCD with notice of such violation, and an opportunity to cure such violation within thirty (30) days. If the violation is not cured, TCD agrees and understands that the City may not be made whole through an award of damages, due to the nature of a violation affecting the City's obligation to maintain and use its funds and tax revenue in compliance with State statutes, regulations, and the Plan, and therefore the City may exercise rights to equitable relief, including the right to seek a court order or injunction for a cure of the violation, in addition to other remedies that may be available to it.

6. Conditions to Closing:

Closing and disbursement of the Match funds to TCD shall be conditional of the following:

a. TCD providing the City with a certificate of good standing of the Nebraska Secretary of State.

b. All representations and warranties of the both parties, including those in this Agreement, shall remain true and correct as of Closing.

c. A copy of the current and correct Articles of Incorporation and Bylaws of TCD shall have been delivered to the City, certified by its secretary to be correct.

d. A Certified resolutions of the Board of Directors of TCD authorizing this Agreement and providing for signature authority.

e. TCD having received a binding commitment from the State of Nebraska for its RWHF application in an amount of at least \$400,000, to equal the Match under this Agreement.

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

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

7. Representations and Warranties of the Applicant:

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

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

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

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

8. Representations and Warranties of the City:

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

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

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

9. Default:

a. TCD shall be in default if any of the following happen:

i. Failure to comply with any of the terms of this Agreement to include an assignment not permitted under this Agreement;

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

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

10. Assignability:

The Administrator may assign his interest in this Agreement to any successor administrator designated by the Council. TCD may not assign or transfer its interest in this Agreement without the consent of the Administrator. Assignment or transfer shall occur if TCD merges with any other entity or becomes a subsidiary of any other entity.

11. Confidentiality:

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

12. Notices:

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

a. If to the City:

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

b. If to TCD:

Twin Cities Development Association, Inc.
1620 Broadway
Scottsbluff, NE 69361
Attention: Executive Director

13. Miscellaneous:

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

City of Scottsbluff, Nebraska

Twin Cities Development Association, Inc.

By: _____
Jeanne McKerrigan, Mayor

By: _____
Kelly Strey, Board President

City of Scottsbluff, Nebraska

Monday, June 19, 2023

Regular Meeting

Item Reports2

Council to discuss and consider action on the Amended and Restated Economic Development Assistance Agreement with Prime Metal Products, Inc. and authorize the Economic Development Program Administrator to sign the Agreement.

Staff Contact: Kevin Spencer, City Manager

**AMENDED AND RESTATED
ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT**

This Agreement is made on June 19, 2023, between the City of Scottsbluff, Nebraska (the “City”) and Prime Metal Products, Inc. (the “Applicant”).

Recitals:

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

b. The parties have executed and funded the following economic development assistance agreements (together, the “Initial Agreements”), including all accompanying notes, documents, and security agreements:

i. Economic Development Assistance Agreement dated February 15, 2020 (the “Commercial and Industrial Business Agreement”);

ii. Economic Development Assistance Agreement dated June 7, 2021 (the “Scottsbluff Headquarters Agreement,” together with an amendment dated November 7, 2022);

iii. Economic Development Assistance Agreement dated April 18, 2022 (the “Residential Business Agreement”).

c. The Applicant has experienced a business downturn and for various reasons and is no longer able to meet the terms and conditions of the Initial Agreements. In particular, the City asserts that the Applicant has committed the following non-exclusive defaults or will be unable to fulfill the following terms and conditions of the Initial Agreements:

i. The Applicant does not have a business in the City of Scottsbluff, and the Applicant has failed to file an Annual Report for the first Year under the Scottsbluff Headquarters Agreement;

ii. The first lien holder for real estate securing the Scottsbluff Headquarters Agreement has filed a notice of default which default was not cured, which jeopardized the security of the amounts due under the Scottsbluff Headquarters Agreement;

iii. The Applicant likely will not be able to receive CDBG funding as set forth in the Residential Business Agreement, due to the Applicant not pursuing the stated purpose of the Residential Business Agreement, which was expansion of residential HVAC manufacturing;

iv. The Applicant likely will not be able to report at least five (5) FTEs under the Residential Business Agreement in the future, which would trigger default under paragraph 10.d of the Residential Business Agreement;

v. The Applicant has not closed on \$500,000 of funds under the Residential Business Agreement, and the Applicant has experienced a material adverse change in its operation or financial status, meaning that a condition to closing the \$500,000 will not be met absent this Agreement.

d. Additionally, as stated above, the Applicant has not closed on \$500,000 of funds under the Residential Business Agreement and the City will agree to disburse the \$500,000 only under the terms and conditions of this Agreement.

e. The Administrator of the Program (the “Administrator”) has reviewed this Agreement and recommends to the City Council (the “Council”) that the terms and conditions of the Initial Agreements be modified according to the provisions of this Agreement. Accordingly, this Agreement is intended to act as an amendment and replacement to the Initial Agreements, and the relationship of the parties shall be governed by this Agreement.

f. The parties now desire to enter into this Agreement under the terms and conditions below.

Agreement:

1. Assurances and Representations:

The Applicant assures and represents the following:

a. The Applicant and the City have reviewed the Recitals, above, and the parties agree the matters described in the Recitals are true, accurate, and materially correct.

b. The Applicant currently holds purchase orders from customers in an amount of at least \$1,390,972.71, some of which has been performed and is currently being performed.

c. All Annual Reports filed under the Initial Agreements have been materially true and correct.

d. The following documents executed (by and between the parties unless otherwise noted) pursuant to the Initial Agreement are valid and enforceable obligations according to their terms:

i. Commercial and Industrial Business Agreement:

A. Promissory Note dated February 28, 2020 in the principal amount of \$1,500,000;

B. Security Agreement dated March 9, 2020 with accompanying UCC financing statement;

C. Joint and several Guaranty of Herb Gibson, Jill Gibson, Joseph Bergman, and Michael Myers dated February 28, 2020;

ii. Scottsbluff Headquarters Agreement:

A. Promissory Note dated July 20, 2021 in the principal amount of \$750,000;

B. Security Agreement dated July 20, 2021 with accompanying UCC financing statement;

C. Deed of Trust from PRE, LLC, trustor, to Adam A. Hoelsing, trustee, for the benefit of the City, dated July 20, 2021 and recorded July 22, 2021, with accompanying Deed of Partial Reconveyance recorded July 7, 2021;

D. Joint and several Guaranty of Herb Gibson, Jill Gibson, Joseph Bergman, and Michael Myers dated June 15, 2021.

iii. Residential Business Agreement:

A. Promissory Note dated August 12, 2022 in the principal amount of \$1,000,000;

B. Security Agreement dated August 12, 2022 with accompanying UCC financing statement;

C. Joint and several Guaranty of Herb Gibson, Jill Gibson, Joseph Bergman, and Michael Myers, including all present and future obligations of the Applicant, dated August 10, 2022.

e. The security interests and liens provided in the documents described in paragraph 1.d above shall continue to secure all obligations owed to the City, including obligations arising from this Agreement, according to the terms and conditions of those documents. The Guarantees provided in the documents described in paragraph 1.d above will continue to guaranty the obligations of the Applicant to the City according to the terms and conditions of each Guaranty. The enforceability and validity of documents described in paragraph 1.d above shall survive the approval and execution of this Agreement.

f. The financial statements for the Applicant, and to the best of the Applicants knowledge the personal financial statement of the owners of the Applicant, both provided to the City before execution and approval of this Agreement, are materially true and correct, and that such financial statements have been provided as a requirement of and inducement to the execution and approval of this Agreement by the City.

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

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

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

j. All representations and warranties made by the Applicant shall survive closing.

The City assures and represents the following:

a. The Applicant and the City have reviewed the Recitals, above, and the parties agree the matters described in the Recitals are true, accurate, and materially correct.

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

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

2. Current Monetary Obligations:

a. The Applicant owes the following amounts under the Initial Agreements:

i. As of June 30, 2022, the Applicant owes \$1,341,299 in principal under the Commercial and Industrial Business Agreement;

ii. The Applicant owes \$750,000 in principal under the Scottsbluff Headquarters Agreement;

iii. The Applicant owes \$500,000 in principal under the Residential Manufacture Agreement, and the Applicant will owe an additional \$500,000 following closing under this Agreement.

b. A total of \$2,591,299 is currently owed under the Initial Agreements, subject to job credits earned by the Applicant under the Commercial and Industrial Business Agreement for the Year ending June 30, 2023 (the “2023 Job Credits”).

c. An additional \$500,000 may be distributed to the Applicant pursuant to the terms of this Agreement. If distributed, a total of \$3,091,299 shall be due and owing by the Applicant to the City (the “Loan”).

3. Closing of \$500,000 Disbursement:

a. The parties agree that \$500,000 is undistributed under the Residential Manufacture Agreement. The City agrees to distribute that amount to the Applicant under the terms and conditions of this Agreement. The approval of this Agreement shall constitute a claim approval on behalf of the City, and following the approval and execution of this Agreement the City shall distribute the \$500,000 to the Applicant as soon as reasonably practical.

b. The Applicant shall apply the \$500,000 only to the following uses and to no other uses:

i. Payment to Wheelhouse Investments, LLC for a full and complete release of any liens provided by PRE, LLC pursuant to a deed of trust executed by PRE, LLC, as trustor, to M. Thomas Langan II, as trustee, for the benefit of Wheelhouse Investments, LLC;

ii. Payment to the Scotts Bluff County Treasurer’s office for payment of due and delinquent personal property taxes owed by the Applicant;

iii. Payment of payroll obligations of the Applicant that shall come due in the next 90 days, provided that the Applicant shall not distribute any of the \$500,000 directly to any owners of the Applicant, through payroll or otherwise;

iv. Payment for inventory and raw materials necessary to completing the Applicant’s current purchase orders for customers;

v. Payment of any currently due, unsecured accounts payable of the Applicant.

c. The City reserves the right to distribute all or any portion of the \$500,000 directly to payees provided for in paragraph 3.b above, in amounts directed by the Applicant to accomplish the purposes set forth in paragraph 3.b above.

- d. Closing of the \$500,000 shall be conditional upon the following:
 - i. All representations and warranties of the Applicant shall be true as of the closing.
 - ii. The Applicant shall have delivered to the City:
 - A. Certified resolutions of the Applicant's Board of Directors authorizing this Agreement and providing for signature authority.
 - B. Updated and current financial statements of the Applicant and updated and current personal financial statements of all shareholders of the Applicant, executed and verified by the Applicant and by each shareholder of the Applicant.
 - iii. The Applicant shall have delivered to the City an amended and restated promissory note (the "Note") in the principal amount of the Loan (\$3,091,299), according to the terms of the attached Exhibit A incorporated herein by reference.
 - iv. There shall have been no material adverse change in the operation or financial status of the Applicant from the date of this Agreement and closing shall constitute the Applicant's representation that there has been no such material adverse change.

4. Structure and Repayment of the Loan:

- a. The Loan shall be represented by the Note. The Loan shall carry interest at the rate of 3.57% on a simple basis, and interest shall begin to accrue on the principal balance as of June 15, 2023. The Loan shall be repayable in ten (10) equal annual installments of principal and interest, with the first installment being due and payable on or before July 1, 2024 and each installment due on July 1 of each year thereafter. The amount of any 2023 Job Credits, and any other prepayment made, may be applied to the principal balance owed on the Loan, but neither the 2023 Job Credits nor any prepayment shall adjust or change the due date of each installment or the amount of each installment due. The application of any 2023 Job Credits or any prepayment shall only adjust the amount of interest accrual, the allocation of each installment to principal and interest, and the final payoff amount of the Loan.
- b. The Loan may be repayable with Job Credits, as defined below, as follows:
 - i. Upon receipt of the Annual Report for the Year ending June 30, 2023 for the Commercial and Industrial Business Agreement, the amount of the 2023 Job Credits, as determined under the terms and conditions of the Commercial and Industrial Business Agreement, shall be applied to the principal of the Loan as set forth in paragraph 4.a above, effective July 1, 2023.

ii. After receipt of all other Annual Reports under this Agreement, as required below, all Annual Job Credits earned for the Year before the installment payment date shall first be applied to the annual installment amount owed, and the balance shall be paid to the City by the Applicant on or before the following October 1. All credits awarded and all amounts received shall first be applied to accrued interest, and then to principal of the Note.

iii. All Loan amounts due under the Note, including principal, interest, and fees, shall be due and payable upon the earlier of (1) acceleration pursuant to any default of the Applicant, or (2) July 1, 2033.

5. Job Credits:

As long as the Applicant is not in default of this Agreement or any document executed pursuant to this Agreement, the Applicant shall be eligible for credit against the Loan balance due under the Note for Job Credits earned during a Year. A “Year” shall mean the 12-month period ending on Jun 30, with the first Year beginning July 1, 2023. “Annual Job Credits” shall be calculated as follows:

a. The Applicant is eligible to receive a “Base Annual Job Credit” during a Year equal to the Eligible FTE’s for a Year multiplied by \$2,000.

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

<u>Additional Credit</u>	<u>Hourly Rate (Based on 2080 hours)</u>	<u>Annual Salary</u>
\$400	\$14.00 to \$17.99	\$29,120 to \$37,439
\$800	\$18.00 to \$21.99	\$37,440 to \$45,759
\$1,200	\$22.00 to \$25.99	\$45,760 to \$54,079
\$1,600	\$26.00 to \$29.99	\$54,080 to \$62,399
\$2,000	\$30.00 and above	\$62,400 and above

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

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

6. Employee Definitions:

a. "Full Time Employee" shall mean a bona fide employee of the Applicant who (1) is classified by the Applicant as full time; and (2) subject to normal and reasonable waiting periods, is eligible for the employer's normal fringe benefit package. The normal fringe benefit package must, at the least, include a health insurance plan which provides for employee coverage with a significant contribution made by the Applicant.

b. "Eligible Full Time Employee" shall mean a Full Time Employee (1) who (a) primarily lives in the City, or (b) resides within 60 miles of the corporate limits of the City; and (2) is classified as a full-time employee for the Applicant. Provided, however any Full Time Employee who does not reside within 60 miles of the corporate limits of the City at the time that the Full Time Employee is hired, shall nevertheless be considered an Eligible Full Time Employee if the Full Time Employee moves to a residence within the required geographic area within 6 months of the hiring of the Eligible Full Time Employee.

c. "Full Time Equivalent" Employees (the "FTE's") shall be the number arrived at by dividing the total hours paid by the Applicant to their Eligible Full Time Employees during a Year divided by 2,080 hours, and then rounded down to the nearest tenth; provided, however, the maximum hours paid that can be counted for any one Eligible Full Time Employee shall not exceed 40 hours per week. Salaried employees shall be presumed to have been paid on the basis of 40 hours per week.

d. Eligible FTE's shall mean the FTE's calculated for a Year.

7. Annual Reports:

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

8. Default:

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

a. Failure to comply with any of the terms of this Agreement, the Note, or any documents described in paragraph 1.d above;

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

c. The Applicant (1) ceases to conduct its Business, (2) moves its Business outside of Scotts Bluff County, Nebraska, or (3) reports less than 20 Eligible FTEs pursuant to the terms of this Agreement in any one Year.

d. Any of the following should occur:

i. dissolution or liquidation of the Applicant;

ii. the termination of existence, insolvency, business failure, appointment of a receiver, or assignment for the benefit of creditors of substantially all of the Applicant's assets;

iii. the filing of any notice of default, or any actions of replevin or repossession, against any assets of the Applicant or against any assets of an affiliate of the Applicant that were pledged to secure any obligations of the Applicant;

iv. the acceleration of any secured debt owed by the Applicant; or

v. bankruptcy of the Applicant.

e. Upon default, the City may accelerate all amounts due under obligations incurred pursuant to this Agreement, providing Annual Job Credits for any partial year in which such default occurs, may demand payment in full of all such obligations, and may enforce any rights it may have under any guaranty, deed of trust, or security agreement executed by the Applicant or the guarantors, collateral pledgers, or shareholders of the Applicant.

9. Assignability:

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

10. Confidentiality:

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

11. Notices:

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

- a. If to the City:

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

- b. If to the Applicant:

Prime Metal Products, Inc.
220757 NE Hwy. 92
Gering, NE 69341
Attention: Herb Gibson

12. Miscellaneous:

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

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

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

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

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

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

[Signature page to follow]

**Signature Page to Economic Development Assistance Agreement between
the City of Scottsbluff, Nebraska and Prime Metal Products, Inc.**

City of Scottsbluff, Nebraska

Prime Metal Products, Inc..

By: _____
Economic Development
Program Administrator

By: _____
Herb Gibson, President