



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

Regular Meeting
December 2, 2024
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. **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 November 18, 2024 Regular Meeting.
 - b)
Council to set a public hearing for December 16, 2024 at 6:00 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by 1901 21 Scottsbluff, LLC for the Scottsbluff Inn Renovation Redevelopment Project.
 - c)
Council to approve the appointment of Mary Bowman to the Planning Commission to

fill an unexpired term ending September 30, 2025.

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

8. **Public Hearings**

- a) Council to conduct a public hearing set for this date at 6:00 p.m. to receive information regarding the Class C Liquor License for Virk Hospitality Scottsbluff, LLC d/b/a Holiday Inn Express and Suites-Scottsbluff, 1821 Frontage Road, Scottsbluff, NE.
- b) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission regarding the Class C Liquor License for Virk Hospitality Scottsbluff, LLC d/b/a Holiday Inn Express and Suites-Scottsbluff, and naming Lacey McConkey as the Liquor License Manager.
- c) Council to conduct a public hearing set for this date at 6:00 p.m. to consider the Rezone of Tax Lot 4B, Section 27, Township 22 North, Range 55 West of the 6th PM, commonly identified as the northeast corner of Avenue K and South Beltline Highway West from R-1A to C-3.
- d) Council to conduct a public hearing set for this date at 6:00 p.m. to consider the Acquisition of Real Estate located at Lots One (1) and Two (2), Block Two (2), Original Town Addition to the City of Scottsbluff, more commonly known as 1722 1st Avenue, Scottsbluff, NE.
- e) Council to discuss and consider action on the Real Estate Purchase Agreement with Scottsbluff Public Schools and authorize the Mayor to sign the Agreement.

9. **Resolution & Ordinances**

- a) Council to consider a Resolution authorizing the purchase and acquisition of real estate and approving City Manager Spencer to sign closing documents for the purchase of property from Scottsbluff Public Schools and authorize the Mayor to sign the Resolution.
- b) Council to discuss and consider action on the amended Pay Resolution and authorize the Mayor to sign the Resolution.
- c) Council to consider action on the first reading of the Ordinance to consider the Rezone

of Tax Lot 4B, Section 27, Township 22 North, Range 55 West of the 6th PM, commonly identified as the northeast corner of Avenue K and South Beltline Highway West from R-1A to C-3.

10. Petitions, Communications, Public Input

- a) Council to discuss and consider action on the Manager Change Amendment from the Nebraska Liquor Control Commission naming Nicole Green as the Liquor License Manager of Walgreens Co., 205 W. 27th Street, Scottsbluff, NE.

11. Bids & Awards

- a) Council to consider awarding the bid for two, new, one-half ton, four-wheel drive pickup trucks, for the Parks Department, to Transwest Ford in the amount of \$90,000.
- b) Council to consider awarding the bid for the Riverside Park Facilities Hail Damage Repair to Twin City Roofing & Sheet Metal, Inc. in the amount of \$97,652.32.
- c) Council to consider awarding the bid for a new Kubota MX5400HST Utility Tractor, for the Parks Department, to Sandberg Implement, Inc. in the amount of \$39,649.39.
- d) Council to consider awarding the bid for a new Kubota RTV-X1100, for the Parks Department, to Sandberg Implement, Inc. in the amount of \$25,569.05.

12. Reports from Staff, Boards & Commissions

- a) Council to discuss and consider action on the Scotts Bluff County Keno Remote Location Operation Agreement and authorize the Mayor to sign the Agreement.

13. Recognition of Out Going Council Members

- a) Council to recognize Angela Scanlan and Jordan Colwell for their years of service to the Scottsbluff City Council.

14. Announcement of New Council Members and Oath of Office

- a) Announcement of names of individuals qualified to be seated as members of the City Council and pledging Oath of Office by the newly elected Council and acknowledgment that appropriate bonds are in place. Newly elected Council Members are seated.
- b) Roll Call of New Council.

- c) Election of Mayor/President of the Council
- d) Election of Vice President of the Council
- e) Council to consider appointment to various committees for a two-year term.

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, December 2, 2024

Regular Meeting

Item 7.a

Council to approve the minutes of the November 18, 2024 Regular Meeting.

Staff Contact: Kimberley Wright

Regular Meeting
November 18, 2024

The Scottsbluff City Council met in a regular meeting on November 18, 2024 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 November 14, 2024 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 the Star Herald. The notice was also available on the city's website on November 14, 2024. 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, Jordan Colwell, Matt Salomon, Angela Scanlan, and Betsy Vidlak. Also, present were City Manager Kevin Spencer and City Attorney Kent Hadenfeldt. Absent: None.

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 Vidlak that,

- a) The minutes of the November 4, 2024 Regular Meeting be approved,
- b) A public hearing be set for December 2, 2024 at 6:00 p.m. to receive information about making a recommendation to the Nebraska Liquor Control Commission on a Class C Liquor License for Virk Hospitality Scottsbluff LLC d/b/a Holiday Inn Express and Suites Scottsbluff, 1821 Frontage Road, Scottsbluff, NE,
- c) A public hearing be set for December 2, 2024 at 6:00 p.m. to consider the Rezone of Tax Lot 4B, Section 27, Township 22 North, Range 55 West of the 6th PM, commonly identified as the northeast corner of Avenue K and South Beltline Highway West from R-1A to C-3,
- d) A public hearing be set for December 2, 2024 at 6:00 p.m. to consider the Acquisition of Real Estate located at Lots One (1) and Two (2), Block Two (2), Original Town Addition to the City of Scottsbluff, more commonly known as 1722 1st Avenue, Scottsbluff, NE,
- e) The bid specifications for the purchase of One, New Truck, Cab/Chassis with Dump Body, for the Transportation Department and authorizing the city clerk to advertise for bids to be received until December 9, 2024 at 10:00 a.m. be approved,
- f) The Request for Qualifications seeking qualified Professional Engineering Firms for assistance with the "Safe Streets for All Implementation Project" and authorizing the city clerk to advertise for proposals to be received by 1:00 p.m. on December 19, 2024 be approved,
- g) A receipt of a liability claim from Tammy and Ezequiel Plasencio at 1405 Avenue I, Scottsbluff, NE be acknowledged. The claim will be withdrawn and forwarded to the City's insurance carrier.
- h) The following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated November 18, 2024 as on file with the City Clerk and

submitted to the City Council “YEAS,” Colwell, Salomon, Vidlak, Scanlan and McKerrigan, “NAYS,” None. Absent: None.

CLAIMS

ACTION COMMUNICATIONS INC.,EQUIP MAINT-PD,125; ADVANCE AUTO PARTS,VEH MAINT PARK,674.48;AK BROWN ENTERPRISES LLC,UPDATE CONTROLLER - 5TH & E. OVERLAND,175; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4220.37; AMERICAN WATERWORKS ASSOCIATION, MEMBERSHIPS, 240; ANNAGAMBOA, CONTRACTUAL,3480; ASSEMBLED PRODUCTS CORPORATION,EQUIP MAINT-PD,491.35; AUTOZONE STORES, INC,ROCKER SWITCHES - ENGINE 3,27.87; AXON ENTERPRISE INC,FIREARMS SUPPL-PD,3185.2; B&C STEEL CORPORATION,DEPARTMENT SUPPLIES-SAN,4239.26; BEELINE SERVICE INC, TOW SERVICE PD, 910; BLUFFS FACILITY SOLUTIONS, JANITORIAL SUPP PARK,1054.84;CAPITAL BUSINESS SYSTEMS INC.,CONTRACTUAL-PD,262.27;CELLCO PARTNERSHIP,CELL PHONES, IPADS, TABLETS, GRID SMART FOR TRANS,1362.59;CITY OF GERING,DISPOSAL FEES-SAN,43806.31;CITY OF SCB,PETTY CASH,29.99;CIVICPLUSLLC,SOFTWARE,4999; COLUMNSOFTWARE PBC, LEGAL PUBLISHING, 1131.53;COMPUTER CONNECTION INC,CONTRACTUAL-PD,44;CONTRACTORS MATERIALS INC.,DEPT SUPP PARK,2339.39; CREDIT BUREAU OF COUNCIL BLUFFS,MONTH MEMBERSHIP FEE OCT 2024 & EMPLOYMENT SCREEN,97.25;CRESCENT ELECT. SUPPLY COMP INC,SUPP - 75W BULBS,48.64;DOOLEY OIL INC,55 GAL. 5W-40 OIL,1232.36;ELLIOTT EQUIPMENT COMPANY INC.,DEPARTMENT SUPPLIES-SAN,18385.05;ENERGY LABORATORIES, INC DEPT 6250,SAMPLES,216;ESO SOLUTIONS INC,RECORD MANAGEMENT AD ONS,1145.4; ESSENTIAL FUEL LLC STORE #003,VEH MAINT-PD,277;FAT BOYS TIRE AND AUTO,VEH MAINT PARK,1367.88;FEDERAL EXPRESS CORPORATION,POSTAGE,1193.6;FLOCK GROUP INC,CIP-11 ALPR MAINTENANCE-PD,22150;FLOYD'S TRUCK CENTER SCOTTSBLUFF,VEHICLE MAINTENANCE-SAN,4516.41;FORBES NOLAN,PER DIEM FOR LITHIUM ION BATTERY CLASS,76;FYR-TEK INC,PUMP TESTING - E1, E2, E3, AND T1,2441.3;GALLS PARENT HOLDINGS, LLC,EQUIP MAINT-PD,664.56;GWIN SEAN,PER DIEM FOR LITHIUM ION BATTERY CLASS,76;HD SUPPLY INC,DEPT SUPP WW,7612.87;HULLINGER GLASS & LOCKS INC.,DEPT SUPP PARK,75;IDEAL LAUNDRY AND CLEANERS, INC.,JAN. SUP.,1212.66;INFINITY CONSTRUCTION,INC.,STRUCTURES,354946.44;INGRAMLIBRARYSERVICESINC,COLL.,861.25; INLAND TRUCK PARTS & SERVICE,VEHICLE MAINTENANCE-SAN,553.42;INTERNAL REVENUE SERVICE,WITHHOLDINGS,74145.33;INTRALINKS, INC,CONTR SERV OCT 2024 - PD,8155.11;INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL SVC,245.75;IPL NORTH AMERICA,DEPARTMENT SUPPLIES-SAN,2796.95;KNOW HOW LLC,BATTERY & FILTERS FOR D. TRUCK,2237.82;LAURUHN JESSE,PER DIEM FOR LITHIUM ION BATTERY CLASS,76; LEAL NOHEMI,CONSULTING-PD,35;LEGACY COOPERATIVE,GROUND MAINT PARK,38110.61; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,200; M.C. SCHAFF & ASSOCIATES, INC,COLLEGE PARK DR BOOSTER STATION,0;MACQUEEN EQUIPMENT INC,SIDE SKIRTS FOR SWEEPERS,1749.39;MADISON NATIONAL LIFE,INSURANCE,3470.21;MARKETING CONSULTANTS,UNIFORMS & CLOTHING,132; MARQUEE BROADCASTING WEST INC,TRI-CITY SW PSAS TV AND INTERNET OCTOBER,2500;MARVIN PLANNING CONSULTANTS INC,COMPREHENSIVE PLAN NOV 2024,18583.37; MASSIE ROYCE,SCHOOLS & CONF-PD,185; MATHESON TRI-GAS INC,DEPT SUPP PARK,175.8;MATTHEW M. HUTT,J CURRY POST OFFER/PRE EMPLOYMENT EVAL,450;MENARDS, INC,EQUIP MAINT,947.4;MICHAEL BEEBE,STRUCTURE,8977.98; MIDWEST CONNECT, LLC,UB PROCESSING OCT 2024,6088.21;

NATIONAL TACTICAL OFFICERS ASSOCIATION,SCHOOLS & CONF-PD,997;NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1355.1;NE LAW ENFORCEMENT TRAINING CENTER, SCHOOLS & CONF PD, 400; NEBRASKA RURAL WATER ASSOCIATION, SCHOOLS & CONF,750;NEBRASKA INTERACTIVE, LLC,DRIVERS LICENSE REQ,7.5; NEBRASKA MACHINERY CO,EQUIP MAINT,347.3;NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,39575.61;NEBRASKA RURAL RADIO ASSOCIATION,TRI-CITY SW INTERNET AND TV PSAS OCTOBER,500; NEBRASKALAND TIRE, INC,VEH MAINT-PD,715.59; NEVAREZ OMAR,EVIDENCE CASH-PD,94;NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF, GRUOND MAINT PARK, 447.64; ONE CALL CONCEPTS, INC, CONTRACTUAL, 223.96;O'REILLY AUTO ENTERPRISES, LLC,DEPARTMENT SUPPLIES-SAN,39.98;P.F. PETTIBONE & CO,DEPT SUPP CC,698.5; PAIGE MANNING,BULB-OUT AND RAIN GARDEN MAINTENANCE OCTOBER, 5232.5; PANHANDLE ENVIRONMENTAL SERVICES INC, CONTRACTUAL SVC,416; PARADISE PUMPERS LLC, CONTRACTUAL PARK,666;PLATTE VALLEY BANK,HEALTH SAVINGS ACCT,9566.75;POMPS TIRE SERVICE INC,DEPARTMENT SUPPLIESSAN,6900.53; POWERPLAN, EQUIP MAINT, 1550.73; POWER TECH LLC, EQUIP MAINT,2015;PRAISEWINDOWSINC,BLDG.MAIN.,350;PROTEXCENTRAL,INC.,CONTRACTUAL SVC,1356.76; PT HOSE AND BEARING,BEARING SET, ADAPTER FOR SWEEPER,191.03; QUADIENT LEASING USA INC,RENT-MACHINES-PD,470.85;QUILL CORPORATION,DEPT SUPPL-PD,838.85;RAILROAD MANAGEMENT CO III, LLC,RENT - LAND,834.1;REAMS SPRINKLER SUPPLY CO.,GROUND MAINT PARK,769.57;REGANIS AUTO CENTER, INC,VEHICLE MAINT,3544.1; REGIONAL CARE INC,FLEX FUNDING,747.6;REGIONAL WEST,CONSULTING PD, 201.5; REVIZE LLC, CONTRACTUAL, 2954; REZPLOT SYSTEM LLC, CONTRACTUALPARK,7; ROALKVAN DREW, SCHOOLS & CONF PD, 185; RUSSEL'S AUTOMOTIVE,VEH MAINT-PD,307.76;S M E C,EMPLOYEE DEDUCTION,114.5;SANDBERG IMPLEMENT, INC,EQUIP MAINT CEM,280.35;SCB COUNTY,SEPTIC PERMIT & INSPECTION P#S24-06,185;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,280;SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,383.62; SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,233;SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,975; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,EMBROIDER CITY LOGOS ON T-SHIRTS, SWEATSHIRTS,868;SCOTTSBLUFF/GERING CHAMBER OF COMMERCE,SCHOOL & CONF STATE OF VALLEY,300;SHAGGY BUFFALO CARWASH LLC,VEH MAINT-PD,130; SIMMONSOLSENLAWFIRM,P.C.,CONTRACTUAL-PD,5750;SIMON CONTRACTORS,CONCRETE FOR STREET REPAIR,28270.69;SITTNER JOE,PER DIEM FOR LITHIUM ION BATTERY CLASS,76; SNELLSERVICESINC.,BLDG. MAIN.,749.55; SOUNDSLEEPER SECURITY INC.,CONTRACTUAL-PD,14.95;TEXAS PNEUDRAULIC INC,DEPARTMENT SUPPLIES-SAN,1156.13;THE PEAVEY CORP,INVEST SUPPL-PD,275.85;TITAN MACHINERY, INC.,ONE NEW CASE FARMALL TRACTOR W/CAB,54545;UNION BANK & TRUST,RETIREMENT,50581.71;US BANK,GO HWY ALLOC FUND PLEDGE BONG 2023,450;VERIZON COMMUNICATIONS INC,GPS SERVICE,111.65;W & R INC,STRUCTURE,420.86;WEATHERMAN RYAN,RE-IMBURSEMENT FOR CDL,16;WEBER TYLER,SCHOOLS & CONF-PD,91;WESTERN COOPERATIVE COMPANY,EQUIP MAINT,291.52;WESTERN NE COMMUNITY COLLEGE,CDL TRAINING FOR R. WEATHERMAN,1300; WESTERN PATHOLOGY CONSULTANTS, INC,DRUG/DOT TESTING,246; WESTERN SURETY COMPANY,MCKERRGAN BOND,100;WHITING SIGNS,REPLACEMENTS FOR CAR #5,800;WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738;WYOMING HEALTH FAIRS,HEALTH FAIR - POLICE,410;YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,894; CITY OF SCOTTSBLUFF PAYROLL;1,037,589.90; REFUNDS;

ANDREW LAWSON, 35.60; MONUMENT MALL, 178.11; THE RESIDENCE-SPRINKLER, 137.35

Mr. Lane Kizzire, Finance Director, approached Council to present the October 2024 Financial Report. He explained we are in the first month of the fiscal year, adding notable expenses are the LARM insurance and bond payments. In addition, he is preparing for the audit that should be conducted in January and finalized before March 31st.

Council Member Scanlan moved, seconded by Council Member Colwell to approve the October 2024 Financial Report, “YEAS,” Salomon, Vidlak, Scanlan, McKerrigan, and Colwell. “NAYS,” None. Absent: None.

Mayor McKerrigan read the Proclamation naming November 30, 2024 as Small Business Saturday in the City of Scottsbluff.

Regarding the Final Plat of Lots 3R and 4R, Block 11, Fairway Estates, Development Services Director Zach Glaubius came forward to explain the Planning Commission met on November 12, 2024 and gave a positive recommendation for approval. Furthermore, it is a simple plat fixing some property lines; the main reason it has to go before Planning Commission and City Council, per State Statute, is because they are moving the easement located on the south property. It is also shifting and eliminating some lot lines bringing the property into conformance. Staff is recommending approval of the Final Plat.

Council Member Scanlan made a motion, seconded by Council Member Colwell to approve the Final Plat of Lots 3R and 4R, Block 11, Fairway Estates and authorize the Mayor to sign Resolution No. 24-11-01, “YEAS,” Scanlan, McKerrigan, Salomon, Colwell, and Vidlak. “NAYS,” None. Absent: None.

RESOLUTION NO. 24-11-01

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

WHEREAS, BE IT RESOLVED, the Final Plat of Lots 3R and 4R, Block 11, Replat of part of Block 14 AND Replat of Lots 3A, 4A and 4B, Block 11, a Replat of Lots 3 and 4, Block 11, Fairway Estates, Scotts Bluff, Nebraska and more particularly described in the Final Plat dated October 17, 2024, duly made, acknowledged and certified, is approved and the Mayor is authorized to sign the Final Plat on behalf of the City of Scottsbluff, Nebraska. Such Final Plat is ordered to be filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this 18th day of November, 2024.

Jeanne McKerrigan, Mayor

ATTEST:

City Clerk

Mr. Mark Bohl, Public Works Director, approached Council regarding the Year End Certification of Street Superintendent and approval of Resolution No. 24-11-02 certifying the Year End Street Certification of Street Superintendent for the year 2024. He explained, according to the Certification and Resolution, all the stipulations have been completed to receive the incentive payment for the year 2024.

Council Member Colwell moved to approve Resolution No. 24-11-02 authorizing the Mayor to sign the Year-End Street Certification of Street Superintendent certifying Philip Mark Bohl as the City of Scottsbluff Street Superintendent for the year 2024. The motion was seconded by Council Member Salomon. "YEAS," Vidlak, Colwell, McKerrigan, Salomon, and Scanlan. "NAYS," None. Absent: None.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2024

Resolution No. 24-11-02

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor ☒ Village Board Chairperson ☐ of City of Scottsbluff
Check one box Print Name of Municipality
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this 18th day of November, 2024 at Scottsbluff, Nebraska.
(Date) (Month)

City Council/Village Board Members

<u>Jeanne McKerrigan</u>	<u>Jordan Colwell</u>
<u>Angela Scanlan</u>	<u>Matt Salomon</u>
<u>Betsy Vidlak</u>	

City Council/Village Board Member Colwell
Moved the adoption of said resolution
Member Salomon Seconded the Motion
Roll Call 5 Yes 0 No 0 Abstained 0 Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(signature of Clerk)

Mr. Spencer approached Council regarding the Ordinance implementing the extension of the City Sales and Use Tax and Amended Economic Development Plan. He stated he first wanted to acknowledge and thank Nate Merrigan, Charles Lieske, Daniel Bennett, Jordan Diederich, Katie Reichert, Michael Moravec, Sharaya Toof, Lane Kizzire, and the Scottsbluff/Gering Chamber of Commerce who helped with the campaign, adding no longer will our sales tax sunset, unless there is a referendum to change it. In addition, he added, our property tax mill levy is one of the lowest in the State at 1.99 because of the sales tax.

Council then introduced Ordinance No. 4343 implementing the extension of the City Sales and Use Tax and Amended Economic Development Plan and was read by title on first reading: **AN ORDINANCE IMPLEMENTING THE EXTENSION OF THE CITY SALES AND USE TAX AND THE AMENDED ECONOMIC DEVELOPMENT PLAN, AS ADOPTED AT THE GENERAL ELECTION HELD ON NOVEMBER 5, 2024.**

Moved by Council Member Colwell, seconded by Council Member Scanlan, that the statutory rule requiring the Ordinance to be read by title on three different days be suspended, “YEAS,” McKerrigan, Scanlan, Colwell, Vidlak, and Salomon. “NAYS,” None. Absent: None.

The motion carried having been approved by three-fourths of the Council Members. Moved by Council Member Scanlan, seconded by Council Member Salomon, that Ordinance No. 4343 be adopted, “YEAS,” Colwell, Salomon, Vidlak, Scanlan, and McKerrigan. “NAYS,” None. Absent: None.

Mr. Spencer came forward and presented the bid for the Baseball Facilities Hail Damage Repair. He stated there were three bids received with Twin City Roofing & Sheet Metal, Inc. furnishing the low bid in the amount of \$106,523.90. He further explained their bid was substantially lower than the engineers estimate and other bids received due to a partnership with B&C Steel. Mr. Spencer then read a letter from Mr. Terry Schank, President of Twin City Roofing, to acknowledge that fact explaining they have worked together with B&C Steel to offer discounted pricing to keep their names and products as originally donated. Furthermore, they believe this is what makes the community so great to be a part of both professionally and personally.

Council Member Scanlan moved, seconded by Council Member Vidlak to approve awarding the bid for the Baseball Facilities Hail Damage Repair to Twin City Roofing & Sheet Metal, Inc. in the amount of \$106,523.90, “YEAS,” Salomon, Vidlak, Scanlan, McKerrigan, and Colwell. “NAYS,” None. Absent: None.

Regarding awarding the bid for the new LED lighting system at Cleveland Field, Mr. Spencer explained this is a Sourcewell awarded contract for equipment and turnkey installation of a new LED lighting system. The bid included eight steel poles, crossarms, 58 LED fixtures and wireless control hub. The installation meets the lighting requirements for high school and junior college games and includes a ten-year warranty on materials. Staff is recommending approval of and using ARPA funds to complete this project.

Council Member Colwell made a motion, seconded by Mayor McKerrigan to approve awarding the bid for a new LED lighting system at Cleveland Field to Techline Sports lighting, LLC in the amount of \$289,900, “YEAS,” Vidlak, Colwell, McKerrigan, Salomon, and Scanlan. “NAYS,” None. Absent: None.

Council Member Scanlan moved, seconded by Council Member Vidlak to appoint Philip Mark Bohl, License S-1103, Class B as the City of Scottsbluff Street Superintendent for January 1 through December 31, 2025 for the purpose of the 2025 calendar year Highway Incentive Payment to be issued to the City by the Nebraska Department of Transportation in February 2026 and authorize the Mayor to sign the Agreement, “YEAS,” McKerrigan, Scanlan, Colwell, Vidlak, and Salomon. “NAYS,” None. Absent: None.

Mayor McKerrigan started discussion regarding the evaluation of the City Manager’s job performance in the second year of employment by giving her comments of Mr. Spencer’s strengths and achievements. She stated she rated him high and he has done a good job in both roles. Her hopes are that we can find a Chief of Police so Mr. Spencer can focus on the City Manager role. Overall, she feels he works well with City employees and the public.

Council Member Vidlak commented that Mr. Spencer is very cooperative, professional and always available. She thinks he does well with staffing, delegation and fiscal management. She also echoed Mayor McKerrigan’s comments hoping we can find a Police Chief, so Mr. Spencer can concentrate full time on City Manager duties.

Council Member Scanlan stated the City is in incredibly capable hands and she is very excited for the future with Mr. Spencer’s leadership at the helm. She added he has brought nothing but positivity and it is comforting to know that he is very capable of leading the City.

Council Member Salomon added Mr. Spencer has a nice even keel and things are going well. He appreciates that Mr. Spencer meets with the public to help resolve issues. His goals for Mr. Spencer include the HVAC for the library, movement with the State for safety improvements with Highway 26, affordable housing, and working on dialogue to increase funding for the zoo.

Council Member Colwell commented he has seen Mr. Spencer’s growth in this new role. He appreciates how he has gotten staff energetic and moving all in the same direction. He wants Mr. Spencer to never lose the curiosity of figuring out each department and being an expert in the subject matter. He also appreciates that he lets department heads manage their departments and does not micro manage. He would like to see follow-up with the public in matters that have come before Council and more one on one time with new Council members. He is excited to see where the City will go in the future.

Mr. Spencer responded he is very excited and feels very lucky. He thanked the staff, MC Schaff, and Simmons Olsen Law Firm for all their hard work and looks forward to the future. He plans on retiring from law enforcement at the end of the year and handing over leadership duties of the Police Department to the Captains until a new Police Chief is hired.

Mayor McKerrigan then moved to make a recommendation to give Mr. Spencer a 3% increase in wages. The motion was seconded by Council Member Vidlak. “YEAS,” Colwell, Salomon, Vidlak, Scanlan, and McKerrigan. “NAYS,” None. Absent: None.

Under Council Reports, Council Member Salomon reported on the Humane Society. He stated they are getting quite a few monetary donations, receiving \$41,000 last month. In October they housed 68 cats, with 27 being adopted and 75 dogs with 21 adopted. Regarding the Zoo, they have received a tiger that will be available to the public November 30th. They plan on having a special event for that day which will include a naming contest for the new cat.

Council Member Scanlan moved, seconded by Council Member Colwell to adjourn the meeting at 6:36 p.m., “YEAS,” Scanlan, McKerrigan, Salomon, Colwell and Vidlak. “NAYS,” None. Absent: None.

Mayor

Attest:

City Clerk

“SEAL”

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 7.b

Council to set a public hearing for December 16, 2024 at 6:00 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by 1901 21 Scottsbluff, LLC for the Scottsbluff Inn Renovation Redevelopment Project.

Staff Contact: Sharaya Toof

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 7.c

Council to approve the appointment of Mary Bowman to the Planning Commission to fill an unexpired term ending September 30, 2025.

Staff Contact: Zachary Glaubius

Mary E. Bowman Biography

I was born and raised in the Panhandle of Texas. At the age of 19, I joined the US Air Force and served for 8 years. My final duty station was in Denver Colorado.

After my discharge from the Air Force, I was employed by the Colorado Housing and Finance Authority. It is a political sub-division of the State of Colorado. CHFA provides financing for housing for low and middle-income people and small businesses. Over my 19 years at CHFA, I served as Human Resources Manager, Director of Administration and Assistant Director of Finance.

In 1999, I was employed with Aurora Loan Services (subsequently Aurora Bank and Lehman Brothers Bank) where I was the Vice President of Human Resources. It was in this role that I worked with the Human Resources staff at the Scottsbluff location of ALS. When ALS became Aurora Bank, a Lehman Brothers company, I was promoted to Senior Vice President of Human Resources. I served in this role until the business closed due to the dissolution of Lehman Brothers.

I joined ADP in 2013 as an Implementation Project Manager. In this role, I led a team of Implementation Consultants who designed and implemented an ADP Human Capital Management system for companies in various industries throughout the US. Because I was able to work from home during this period, I decided to move to Gering, Nebraska.

I retired in 2019 and, after about 6 months, I became bored and sought part-time employment. I began working as the Embroidery Manager at Advertising Specialties in Scottsbluff. I am currently employed in this capacity.

In 2017, then Mayor Tony Kaufman, asked me to serve on the Gering Planning Commission. I was elected as Chairman of the Gering Planning Commission in 2020. I served there until my move to Scottsbluff in 2023.

I have been a member of the American Legion Gering Post 36 since my move to Gering. I have served this organization as Adjutant, Finance Officer and Commander.

I am a member of St Francis Episcopal Church in Scottsbluff. I am active in the Order of the Daughters of the King, a women's organization dedicated to prayer and service. I also serve as a member of the Vestry.

I completed my college studies early in my career while working full-time, parenting two active boys, and partnering with my spouse. I received both my BSBA and my MBA from the University of Phoenix.

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 7.d

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

Staff Contact: Lane Kizzire



City of Scottsbluff, NE

Expense Approval Report

By Vendor Name

Post Dates 11/19/2024 - 12/2/2024

Description (Payable)	Account Name	Amount
Vendor: 02118 - ANITA'S GREENSCAPING INC		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	390.00
		Fund 111 - GENERAL Total: 390.00
		Vendor 02118 - ANITA'S GREENSCAPING INC Total: 390.00
Vendor: 00295 - B & H INVESTMENTS, INC		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	52.50
DEPT SUPP ADM	DEPARTMENT SUPPLIES	24.00
BLDG MAIN-PD	BUILDING MAINTENANCE	16.00
BLDG MAIN-PD	BUILDING MAINTENANCE	16.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	52.50
Dep. Sup.	DEPARTMENT SUPPLIES	117.00
BLDG MAINT-PD	BUILDING MAINTENANCE	16.00
BLDG MAINT-PD	BUILDING MAINTENANCE	16.00
DEPT SUPP ADM	DEPARTMENT SUPPLIES	14.50
RENTAL	RENT-MACHINES	50.00
RENT-MACHINES-PD	RENT-MACHINES	15.00
		Fund 111 - GENERAL Total: 389.50
Fund: 212 - STREETS		
SUPP - WATER	DEPARTMENT SUPPLIES	52.50
SUPP - WATER	DEPARTMENT SUPPLIES	24.00
		Fund 212 - STREETS Total: 76.50
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	7.25
DEPT SUP	DEPARTMENT SUPPLIES	7.25
Contractual Services-SAN	CONTRACTUAL SERVICES	25.26
		Fund 621 - ENVIRONMENTAL SERVICES Total: 39.76
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	7.25
DEPT SUP	DEPARTMENT SUPPLIES	7.25
		Fund 631 - WASTEWATER Total: 14.50
		Vendor 00295 - B & H INVESTMENTS, INC Total: 520.26
Vendor: 00271 - B&C STEEL CORPORATION		
Fund: 111 - GENERAL		
STEEL TUBING AND FLAT BAR ...	DEPARTMENT SUPPLIES	128.53
		Fund 111 - GENERAL Total: 128.53
		Vendor 00271 - B&C STEEL CORPORATION Total: 128.53
Vendor: 09785 - BIBLIOTHECA LLC		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	1,729.95
		Fund 111 - GENERAL Total: 1,729.95
		Vendor 09785 - BIBLIOTHECA LLC Total: 1,729.95
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	353.82
Monthly Energy Bill	HEATING FUEL	188.15
Monthly Energy Bill	HEATING FUEL	49.98
Monthly Energy Bill	HEATING FUEL	188.16
Monthly Energy Bill	HEATING FUEL	349.50
Monthly Energy Bill	HEATING FUEL	406.58

Expense Approval Report

Post Dates: 11/19/2024 - 12/2/2024

Description (Payable)	Account Name	Amount
Monthly Energy Bill	HEATING FUEL	40.19
Monthly Energy Bill	HEATING FUEL	92.76
Fund 111 - GENERAL Total:		1,669.14
Fund: 212 - STREETS		
Monthly Energy Bill	HEATING FUEL	715.54
Fund 212 - STREETS Total:		715.54
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	466.27
Fund 621 - ENVIRONMENTAL SERVICES Total:		466.27
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	160.76
Fund 641 - WATER Total:		160.76
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:		3,011.71
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	142.41
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	201.14
Fund 111 - GENERAL Total:		343.55
Fund: 212 - STREETS		
COPIER SERVICE	CONTRACTUAL SERVICES	40.17
Fund 212 - STREETS Total:		40.17
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		383.72
Vendor: 00055 - CARR- TRUMBULL LUMBER CO, INC.		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	3.18
Fund 631 - WASTEWATER Total:		3.18
Vendor 00055 - CARR- TRUMBULL LUMBER CO, INC. Total:		3.18
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
CELL	CELLULAR PHONE	42.94
NOVEMBER CELLULAR DATA	CELLULAR PHONE	279.50
CELL PHONES-PD	PHONE & INTERNET	1,479.60
Fund 111 - GENERAL Total:		1,802.04
Fund: 213 - CEMETERY		
CELL	PHONE & INTERNET	42.94
Fund 213 - CEMETERY Total:		42.94
Vendor 07911 - CELLCO PARTNERSHIP Total:		1,844.98
Vendor: 01976 - CLARK PRINTING LLC		
Fund: 212 - STREETS		
DAILY TIME SHEETS	DEPARTMENT SUPPLIES	224.60
Fund 212 - STREETS Total:		224.60
Vendor 01976 - CLARK PRINTING LLC Total:		224.60
Vendor: 09767 - CROELL INC		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	269.64
DEPT SUP	DEPARTMENT SUPPLIES	269.64
Fund 641 - WATER Total:		539.28
Vendor 09767 - CROELL INC Total:		539.28
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE		
Fund: 111 - GENERAL		
Monthly Long Distance	PHONE & INTERNET	3.29
Monthly Long Distance	PHONE & INTERNET	0.94
Monthly Long Distance	PHONE & INTERNET	0.47
Monthly Long Distance	PHONE & INTERNET	0.47
Monthly Long Distance	PHONE & INTERNET	2.35

Expense Approval Report

Post Dates: 11/19/2024 - 12/2/2024

Description (Payable)	Account Name	Amount
Monthly Long Distance	PHONE & INTERNET	3.29
Monthly Long Distance	PHONE & INTERNET	19.74
Monthly Long Distance	PHONE & INTERNET	5.64
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	2.35
Fund 111 - GENERAL Total:		40.89
Fund: 212 - STREETS		
Monthly Long Distance	PHONE & INTERNET	6.58
Fund 212 - STREETS Total:		6.58
Fund: 213 - CEMETERY		
Monthly Long Distance	PHONE & INTERNET	0.94
Fund 213 - CEMETERY Total:		0.94
Fund: 224 - ECONOMIC DEVELOPMENT		
Monthly Long Distance	PHONE & INTERNET	0.47
Fund 224 - ECONOMIC DEVELOPMENT Total:		0.47
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Long Distance	PHONE & INTERNET	1.89
Fund 621 - ENVIRONMENTAL SERVICES Total:		1.89
Fund: 631 - WASTEWATER		
Monthly Long Distance	PHONE & INTERNET	1.89
Fund 631 - WASTEWATER Total:		1.89
Fund: 641 - WATER		
Monthly Long Distance	PHONE & INTERNET	1.89
Fund 641 - WATER Total:		1.89
Fund: 661 - STORMWATER		
Monthly Long Distance	PHONE & INTERNET	0.47
Fund 661 - STORMWATER Total:		0.47
Fund: 721 - GIS SERVICES		
Monthly Long Distance	PHONE & INTERNET	0.47
Fund 721 - GIS SERVICES Total:		0.47
Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:		55.49
Vendor: 06876 - DELL MARKETING LP		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	2,638.60
Fund 111 - GENERAL Total:		2,638.60
Vendor 06876 - DELL MARKETING LP Total:		2,638.60
Vendor: 10581 - DINGES FIRE COMPANY		
Fund: 111 - GENERAL		
HYDRAULIC OIL FOR AMKUS T... DEPARTMENT SUPPLIES		225.11
Fund 111 - GENERAL Total:		225.11
Vendor 10581 - DINGES FIRE COMPANY Total:		225.11
Vendor: 09703 - DOCU-SHRED LLC		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	40.00
Fund 111 - GENERAL Total:		40.00
Vendor 09703 - DOCU-SHRED LLC Total:		40.00
Vendor: 02756 - ECKERBERG, PHILIP		
Fund: 218 - PUBLIC SAFETY		
STEP GRANT EXP-PD	DEPARTMENT SUPPLIES	240.00
Fund 218 - PUBLIC SAFETY Total:		240.00
Vendor 02756 - ECKERBERG, PHILIP Total:		240.00

Expense Approval Report

Post Dates: 11/19/2024 - 12/2/2024

Description (Payable)	Account Name	Amount
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	400.95
Fund 621 - ENVIRONMENTAL SERVICES Total:		400.95
Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:		400.95
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 631 - WASTEWATER		
POSTAGE	POSTAGE	339.63
Fund 631 - WASTEWATER Total:		339.63
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:		339.63
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	2,019.48
Fund 111 - GENERAL Total:		2,019.48
Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:		2,019.48
Vendor: 10330 - GERING MULITPURPOSE SENIOR CENTER		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	1,000.00
Fund 111 - GENERAL Total:		1,000.00
Vendor 10330 - GERING MULITPURPOSE SENIOR CENTER Total:		1,000.00
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	6,094.22
Fund 641 - WATER Total:		6,094.22
Vendor 04371 - HAWKINS, INC. Total:		6,094.22
Vendor: 10439 - HD SUPPLY INC		
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	214.89
Fund 631 - WASTEWATER Total:		214.89
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	126.53
Fund 641 - WATER Total:		126.53
Vendor 10439 - HD SUPPLY INC Total:		341.42
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	519.21
Coll.	COLLECTIONS	1,465.77
Coll.	COLLECTIONS	116.55
Fund 111 - GENERAL Total:		2,101.53
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:		2,101.53
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	5,175.59
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	5,171.64
WITHHOLDINGS	FICA W/H EE PAYABLE	19,103.09
WITHHOLDINGS	FICA W/H EE PAYABLE	19,086.18
WITHHOLDINGS	FED W/H EE PAYABLE	34,812.21
Fund 713 - CASH & INVESTMENT POOL Total:		83,348.71
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		83,348.71
Vendor: 00192 - J G ELLIOTT CO INC		
Fund: 111 - GENERAL		
BONDS-PD	BONDING	40.00
Fund 111 - GENERAL Total:		40.00
Vendor 00192 - J G ELLIOTT CO INC Total:		40.00

Expense Approval Report

Post Dates: 11/19/2024 - 12/2/2024

Description (Payable)	Account Name	Amount
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP REC	DEPARTMENT SUPPLIES	11.99
Fund 111 - GENERAL Total:		11.99
Fund: 212 - STREETS		
EMPLOYEE CLOTHING - PANTS...UNIFORMS & CLOTHING		109.98
Fund 212 - STREETS Total:		109.98
Fund: 215 - SPECIAL PROJECTS		
K9 SUPPLIES-PD	DEPARTMENT SUPPLIES	23.98
Fund 215 - SPECIAL PROJECTS Total:		23.98
Fund: 631 - WASTEWATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	164.97
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	169.99
Fund 631 - WASTEWATER Total:		334.96
Vendor 06131 - JOHN DEERE FINANCIAL Total:		480.91
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	125.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	27.00
Fund 111 - GENERAL Total:		152.99
Fund: 212 - STREETS		
EMPLOYEE CLOTHING - JEANS ...UNIFORMS & CLOTHING		78.70
SUPP - TOOLS - RACHET BIND... DEPARTMENT SUPPLIES		44.99
Fund 212 - STREETS Total:		123.69
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	-15.70
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	114.98
Fund 631 - WASTEWATER Total:		99.28
Fund: 641 - WATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	147.69
Fund 641 - WATER Total:		147.69
Vendor 08067 - JOHN DEERE FINANCIAL Total:		523.65
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,600.66
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,378.59
Fund 111 - GENERAL Total:		2,979.25
Vendor 09474 - JOHN DEERE FINANCIAL Total:		2,979.25
Vendor: 10134 - LEE BHM CORP		
Fund: 111 - GENERAL		
SUBSCRIPTIONS-PD	PUBLICATIONS	288.08
Fund 111 - GENERAL Total:		288.08
Vendor 10134 - LEE BHM CORP Total:		288.08
Vendor: 10014 - LOMBARD MATTHEW		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	754.00
Fund 111 - GENERAL Total:		754.00
Vendor 10014 - LOMBARD MATTHEW Total:		754.00
Vendor: 09760 - MACQUEEN EQUIPMENT INC		
Fund: 225 - MUTUAL FIRE		
HEAD HARNESS FOR SCBA MA... DEPARTMENT SUPPLIES		1,002.32
Fund 225 - MUTUAL FIRE Total:		1,002.32
Vendor 09760 - MACQUEEN EQUIPMENT INC Total:		1,002.32

Expense Approval Report

Post Dates: 11/19/2024 - 12/2/2024

Description (Payable)	Account Name	Amount
Vendor: 08317 - MATHESON TRI-GAS INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	45.57
DEPT SUPP PARK	DEPARTMENT SUPPLIES	113.04
Fund 111 - GENERAL Total:		158.61
Vendor 08317 - MATHESON TRI-GAS INC Total:		158.61
Vendor: 07588 - MATTHEW M. HUTT		
Fund: 111 - GENERAL		
JRONNE POST CONDITIONAL ...	CONTRACTUAL SERVICES	450.00
Fund 111 - GENERAL Total:		450.00
Vendor 07588 - MATTHEW M. HUTT Total:		450.00
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	107.36
DEPT SUPP PARK	DEPARTMENT SUPPLIES	185.24
GROUND MAINT PARK	GROUNDS MAINTENANCE	50.87
DEPT SUPP PARK	DEPARTMENT SUPPLIES	54.76
DRILL BIT AND STEEL BAR FOR...	DEPARTMENT SUPPLIES	35.98
GROUND MAINT PARK	GROUNDS MAINTENANCE	19.48
DEPT SUPP PARK	DEPARTMENT SUPPLIES	164.80
WASHER AND DRYER FOR STA...	DEPARTMENT SUPPLIES	1,498.00
DEPT SUPP PARK	DEPARTMENT SUPPLIES	50.49
DEPT SUPP PARK	DEPARTMENT SUPPLIES	104.92
Fund 111 - GENERAL Total:		2,271.90
Fund: 212 - STREETS		
SUPP - ELECTRICAL WIRE	DEPARTMENT SUPPLIES	125.96
SUPP - CPLRS., WIRE, ELBOW	DEPARTMENT SUPPLIES	94.58
SUPP - FIRE HOSE NOZZLES	DEPARTMENT SUPPLIES	38.97
SUPP - WASHERS, NUTS, BOLTS	DEPARTMENT SUPPLIES	18.96
SUPP - TAPE	DEPARTMENT SUPPLIES	7.39
SUPP - FOAM EARPLUGS	DEPARTMENT SUPPLIES	26.38
SUPP - GAS CYLINDER, PENET...	DEPARTMENT SUPPLIES	20.61
Fund 212 - STREETS Total:		332.85
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	59.96
DEPT SUP	DEPARTMENT SUPPLIES	56.62
Fund 631 - WASTEWATER Total:		116.58
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	64.19
DEPT SUP	DEPARTMENT SUPPLIES	13.23
Fund 641 - WATER Total:		77.42
Vendor 07628 - MENARDS, INC Total:		2,798.75
Vendor: 07253 - MICHAEL B KEMBEL		
Fund: 621 - ENVIRONMENTAL SERVICES		
Building Maintenance-SAN	BUILDING MAINTENANCE	1,317.30
Building Maintenance-SAN	BUILDING MAINTENANCE	271.18
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,588.48
Vendor 07253 - MICHAEL B KEMBEL Total:		1,588.48
Vendor: 10057 - MICHAEL BEEBE		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	449.53
BLDG MAINT-PD	BUILDING MAINTENANCE	449.52
Fund 111 - GENERAL Total:		899.05
Vendor 10057 - MICHAEL BEEBE Total:		899.05

Expense Approval Report

Post Dates: 11/19/2024 - 12/2/2024

Description (Payable)	Account Name	Amount
Vendor: 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	697.64
Fund 641 - WATER Total:		697.64
Vendor 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA Total:		697.64
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP		
Fund: 111 - GENERAL		
CONTRACTUAL	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	337.22
Fund 111 - GENERAL Total:		337.22
Vendor 09543 - NATIONAL TELEPHONE MESSAGE CORP Total:		337.22
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,355.10
Fund 713 - CASH & INVESTMENT POOL Total:		1,355.10
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		1,355.10
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 111 - GENERAL		
TAXES	SALES TAX PAYABLE	50.56
Fund 111 - GENERAL Total:		50.56
Fund: 621 - ENVIRONMENTAL SERVICES		
TAXES	SALES TAX PAYABLE	65.59
Fund 621 - ENVIRONMENTAL SERVICES Total:		65.59
Fund: 631 - WASTEWATER		
TAXES	SALES TAX PAYABLE	16,086.79
Fund 631 - WASTEWATER Total:		16,086.79
Fund: 641 - WATER		
TAXES	SALES TAX PAYABLE	3,711.03
Fund 641 - WATER Total:		3,711.03
Fund: 661 - STORMWATER		
TAXES	SALES TAX PAYABLE	1,485.46
Fund 661 - STORMWATER Total:		1,485.46
Vendor 00797 - NE DEPT OF REVENUE Total:		21,399.43
Vendor: 09359 - NEBRASKA PRINTWORKS, LLC		
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	842.37
CONTRACTUAL SVC	CONTRACTUAL SERVICES	389.08
CONTRACTUAL SVC	CONTRACTUAL SERVICES	714.67
Fund 641 - WATER Total:		1,946.12
Vendor 09359 - NEBRASKA PRINTWORKS, LLC Total:		1,946.12
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 631 - WASTEWATER		
ELECTRICITY	ELECTRIC POWER	11,345.94
ELECTRICITY	ELECTRIC POWER	156.36
Fund 631 - WASTEWATER Total:		11,502.30
Fund: 641 - WATER		
ELECTRICITY	ELECTRIC POWER	968.60
ELECTRICITY	ELECTRIC POWER	4,605.00
Fund 641 - WATER Total:		5,573.60
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		17,075.90

Expense Approval Report

Post Dates: 11/19/2024 - 12/2/2024

Description (Payable)	Account Name	Amount
Vendor: 09737 - NEDA		
Fund: 224 - ECONOMIC DEVELOPMENT		
MEMBERSHIP	MEMBERSHIPS	150.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		150.00
Vendor 09737 - NEDA Total:		150.00
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC		
Fund: 111 - GENERAL		
STRUCTURE	STRUCTURES	160.00
Fund 111 - GENERAL Total:		160.00
Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total:		160.00
Vendor: 09172 - O'REILLY AUTO ENTERPRISES, LLC		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	49.98
VEH MAINT PARK	VEHICLE MAINTENANCE	7.67
VEH MAINT PARK	VEHICLE MAINTENANCE	207.17
VEH MAINT PARK	VEHICLE MAINTENANCE	-12.48
Fund 111 - GENERAL Total:		252.34
Vendor 09172 - O'REILLY AUTO ENTERPRISES, LLC Total:		252.34
Vendor: 03282 - ORIGINAL EQUIPMENT CORPORATION		
Fund: 111 - GENERAL		
REPAIR PTO SWITCH - ENGINE...	VEHICLE MAINTENANCE	845.52
Fund 111 - GENERAL Total:		845.52
Vendor 03282 - ORIGINAL EQUIPMENT CORPORATION Total:		845.52
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	100.00
SAMPLES	SAMPLES	100.00
Fund 641 - WATER Total:		200.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		200.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	6,117.05
Fund 111 - GENERAL Total:		6,117.05
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:		6,117.05
Vendor: 10596 - PANHANDLE POWER SYSTEMES LLC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	275.00
Fund 631 - WASTEWATER Total:		275.00
Vendor 10596 - PANHANDLE POWER SYSTEMES LLC Total:		275.00
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	9,566.75
Fund 713 - CASH & INVESTMENT POOL Total:		9,566.75
Vendor 01276 - PLATTE VALLEY BANK Total:		9,566.75
Vendor: 10597 - PODIUM AUTOMOTIVE GROUP		
Fund: 111 - GENERAL		
TRANSMISSION SERVICE - BRU...	VEHICLE MAINTENANCE	567.29
Fund 111 - GENERAL Total:		567.29
Vendor 10597 - PODIUM AUTOMOTIVE GROUP Total:		567.29
Vendor: 10366 - POWER SCREENING LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIP MAINT	EQUIPMENT MAINTENANCE	55.99
Fund 621 - ENVIRONMENTAL SERVICES Total:		55.99

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Description (Payable)	Account Name	Amount
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	56.00
Fund 631 - WASTEWATER Total:		56.00
Vendor 10366 - POWER SCREENING LLC Total:		111.99
Vendor: 07558 - PRUDENT PUBLISHING CO INC		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	452.19
Fund 111 - GENERAL Total:		452.19
Vendor 07558 - PRUDENT PUBLISHING CO INC Total:		452.19
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	28.04
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	176.33
DEPT SUPP ADM/CC	DEPARTMENT SUPPLIES	14.95
DEPT SUPP ADM/CC	DEPARTMENT SUPPLIES	16.79
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	0.01
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	30.59
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	296.97
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	141.04
Fund 111 - GENERAL Total:		704.72
Vendor 00266 - QUILL CORPORATION Total:		704.72
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	390.00
HEALTH INS PREM DEC 2024	PREMIUM EXPENSE	45,957.63
Fund 812 - HEALTH INSURANCE Total:		46,347.63
Vendor 04089 - REGIONAL CARE INC Total:		46,347.63
Vendor: 00798 - REGISTER OF DEEDS		
Fund: 111 - GENERAL		
LEGAL	LEGAL FEES	16.00
LEGAL	LEGAL FEES	46.00
Fund 111 - GENERAL Total:		62.00
Fund: 213 - CEMETERY		
LEGAL	LEGAL FEES	10.00
Fund 213 - CEMETERY Total:		10.00
Vendor 00798 - REGISTER OF DEEDS Total:		72.00
Vendor: 02667 - RICHS WRECKING & SALVAGE		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	300.00
Fund 111 - GENERAL Total:		300.00
Vendor 02667 - RICHS WRECKING & SALVAGE Total:		300.00
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT		
Fund: 641 - WATER		
ELECTRIC POWER	ELECTRIC POWER	3,218.95
ELECTRIC POWER	ELECTRIC POWER	1,705.37
Fund 641 - WATER Total:		4,924.32
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:		4,924.32
Vendor: 04311 - ROSE DREW, INC		
Fund: 111 - GENERAL		
A/V Sup.	AUDIOVISUAL SUPPLIES	136.78
Fund 111 - GENERAL Total:		136.78
Vendor 04311 - ROSE DREW, INC Total:		136.78

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Description (Payable)	Account Name	Amount
Vendor: 10235 - RUSSEL'S AUTOMOTIVE		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	40.85
Fund 111 - GENERAL Total:		40.85
Vendor 10235 - RUSSEL'S AUTOMOTIVE Total:		40.85
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	114.50
Fund 713 - CASH & INVESTMENT POOL Total:		114.50
Vendor 00026 - S M E C Total:		114.50
Vendor: 00258 - SCB COUNTY TREASURER		
Fund: 111 - GENERAL		
EVID CASH-PD	MISCELLANEOUS	1,353.00
EVID CASH-PD	MISCELLANEOUS	3,210.00
Fund 111 - GENERAL Total:		4,563.00
Vendor 00258 - SCB COUNTY TREASURER Total:		4,563.00
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	280.00
Fund 713 - CASH & INVESTMENT POOL Total:		280.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:		280.00
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC		
Fund: 111 - GENERAL		
UNIT 2 PREVENTATIVE MAINT...	VEHICLE MAINTENANCE	262.57
Fund 111 - GENERAL Total:		262.57
Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:		262.57
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	975.00
Fund 713 - CASH & INVESTMENT POOL Total:		975.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		975.00
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 641 - WATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	1,486.23
Fund 641 - WATER Total:		1,486.23
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:		1,486.23
Vendor: 00684 - SHERIFF'S OFFICE		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	22.20
LEGAL FEES-PD	LEGAL FEES	10.20
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	26.40
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	6.00
LEGAL FEES-PD	LEGAL FEES	26.40
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	22.20
LEGAL FEES-PD	LEGAL FEES	30.60
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	22.20
Fund 111 - GENERAL Total:		202.20
Vendor 00684 - SHERIFF'S OFFICE Total:		202.20

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Description (Payable)	Account Name	Amount
Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.		
Fund: 111 - GENERAL		
LEGAL	CONTRACTUAL SERVICES	6,264.61
Fund 111 - GENERAL Total:		6,264.61
Fund: 212 - STREETS		
LEGAL	CONTRACTUAL SERVICES	540.00
Fund 212 - STREETS Total:		540.00
Fund: 224 - ECONOMIC DEVELOPMENT		
LEGAL	CONTRACTUAL SERVICES	391.50
LEGAL	CONTRACTUAL SERVICES	150.00
LEGAL	CONTRACTUAL SERVICES	1,335.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		1,876.50
Fund: 321 - CRA		
LEGAL	CONTRACTUAL SERVICES	40.00
LEGAL	CONTRACTUAL SERVICES	140.00
Fund 321 - CRA Total:		180.00
Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:		8,861.11
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	1,849.00
Fund 641 - WATER Total:		1,849.00
Vendor 00054 - STATE HEALTH LAB Total:		1,849.00
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	630.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES	525.00
Fund 111 - GENERAL Total:		1,155.00
Vendor 01235 - STATE OF NE. Total:		1,155.00
Vendor: 08952 - TERRI ROSE		
Fund: 212 - STREETS		
RE-IMBURSEMENT FOR SWEE... DEPARTMENT SUPPLIES		20.00
Fund 212 - STREETS Total:		20.00
Vendor 08952 - TERRI ROSE Total:		20.00
Vendor: 00325 - TEXAS PNEUDRAULIC INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	146.22
Fund 621 - ENVIRONMENTAL SERVICES Total:		146.22
Vendor 00325 - TEXAS PNEUDRAULIC INC Total:		146.22
Vendor: 01325 - THE PEAVEY CORP		
Fund: 111 - GENERAL		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	91.80
Fund 111 - GENERAL Total:		91.80
Vendor 01325 - THE PEAVEY CORP Total:		91.80
Vendor: 05431 - THE WESTERN SUGAR COOPERATIVE		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	702.00
DEPT SUPP PARK	DEPARTMENT SUPPLIES	270.00
Fund 111 - GENERAL Total:		972.00
Vendor 05431 - THE WESTERN SUGAR COOPERATIVE Total:		972.00
Vendor: 05087 - TRAFFIC PARTS, INC		
Fund: 212 - STREETS		
SUPP - HANGERS, BUSHINGS ... DEPARTMENT SUPPLIES		850.25
Fund 212 - STREETS Total:		850.25
Vendor 05087 - TRAFFIC PARTS, INC Total:		850.25

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Description (Payable)	Account Name	Amount
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	9,471.83
RETIREMENT	REGULAR RETIRE EE PAY	10,320.00
RETIREMENT	DEFERRED COMP EE PAY	181.69
RETIREMENT	DEFERRED COMP EE PAY	802.62
RETIREMENT	DEFERRED COMP EE PAY	2,300.00
RETIREMENT	RETIRE FIRE EE PAYABLE	4,481.68
RETIREMENT	RETIRE FIRE EE PAYABLE	6,616.08
RETIREMENT	RETIRE POLICE EE PAY	9,578.98
RETIREMENT	RETIRE POLICE EE PAY	8,591.11
Fund 713 - CASH & INVESTMENT POOL Total:		52,343.99
Vendor 09865 - UNION BANK & TRUST Total:		52,343.99
Vendor: 09840 - UNITED STATES WELDING		
Fund: 621 - ENVIRONMENTAL SERVICES		
Contractual Services-SAN	CONTRACTUAL SERVICES	59.09
Contractual Services-SAN	CONTRACTUAL SERVICES	29.95
Fund 621 - ENVIRONMENTAL SERVICES Total:		89.04
Vendor 09840 - UNITED STATES WELDING Total:		89.04
Vendor: 08828 - US BANK		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	13.49
Dep. Sup.	DEPARTMENT SUPPLIES	39.99
Prgmg.	PROGRAMMING	126.14
GASOLINE-PD	GASOLINE	31.41
Prgmg.	PROGRAMMING	55.60
GASOLINE-PD	GASOLINE	53.48
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	128.41
DEPT SUPP HR	DEPARTMENT SUPPLIES	44.97
CPR INSTRUCTOR PACKAGE- ...	SCHOOL & CONFERENCE	229.81
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	210.00
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	49.80
Prgmg.	PROGRAMMING	30.00
UNIFORMS-PD	UNIFORMS & CLOTHING	95.37
DEPT SUPP PARK	DEPARTMENT SUPPLIES	128.97
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	89.97
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	799.70
POSTAGE-PD	POSTAGE	117.40
Dep. Sup.	DEPARTMENT SUPPLIES	13.98
FUEL TRAVEL FROM LINCOLN	GASOLINE	56.96
8 CONFERENCE ROOM CHAIRS	STRUCTURES	319.84
FUEL FOR TRAVEL FROM LINC...	GASOLINE	50.00
FUEL FOR TRAVEL FROM LINC...	GASOLINE	55.13
SUCTION TUBING AND TIPS - ...	DEPARTMENT SUPPLIES	37.98
OXYGEN CYLINDER SEALS AND...	DEPARTMENT SUPPLIES	34.49
MEDICAL SUPPLIES - SAFETY L...	DEPARTMENT SUPPLIES	59.68
DEPT SUPP PARK	DEPARTMENT SUPPLIES	248.22
PRINTER TONER, SIREN AND ...	DEPARTMENT SUPPLIES	651.13
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	42.48
CONSOLE BRACKETS AND FILL...	DEPARTMENT SUPPLIES	84.35
DEPT SUPP PARK	DEPARTMENT SUPPLIES	598.00
DEPT SUPP ADM	DEPARTMENT SUPPLIES	41.29
POSTAGE-PD	POSTAGE	14.15
BONDS-PD	BONDING	30.00
SUBSCRIPTION	SUBSCRIPTIONS	149.90
RECRUITMENT AND RETENTI...	SCHOOL & CONFERENCE	595.00
RECRUITMENT AND RETENTI...	SCHOOL & CONFERENCE	595.00
POSTAGE-PD	POSTAGE	15.09
DEPT SUPP PARK	DEPARTMENT SUPPLIES	199.67

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Description (Payable)	Account Name	Amount
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	149.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	29.53
MEDICAL SUPPLIES	DEPARTMENT SUPPLIES	13.04
GASOLINE-PD	GASOLINE	20.53
GASOLINE-PD	GASOLINE	37.87
MEMBERSHIP-PD	MEMBERSHIPS	348.00
SHIFT CALENDARS 2025	DEPARTMENT SUPPLIES	131.28
GASOLINE-PD	GASOLINE	42.03
NEO CHAIR - OFFICE CHAIR - DS	DEPARTMENT SUPPLIES	125.96
NEBRASKA FLOODPLAIN AND S...	SCHOOL & CONFERENCE	20.00
ASFPM 608-828-3000 WI - LE...	SCHOOL & CONFERENCE	180.00
SUPER C #3 LINCOLN NE - LEE...	SCHOOL & CONFERENCE	49.21
SCARLET HOTEL LINCOLN NE - ...	SCHOOL & CONFERENCE	214.00
PONY EXPRESS GERING NE - L...	SCHOOL & CONFERENCE	29.60
CENEX-MENTZER I-80 S LLC N...	SCHOOL & CONFERENCE	45.75
SCHOOL & CONF HR	SCHOOL & CONFERENCE	-99.00
Fund 111 - GENERAL Total:		7,473.65
Fund: 212 - STREETS		
SUPP - 4 TON CABLE PULLER	DEPARTMENT SUPPLIES	71.99
SUPP - QUIKRETE CONCRETE, ...	DEPARTMENT SUPPLIES	48.88
RECHARGABLE BATTERIES	DEPARTMENT SUPPLIES	89.70
SUPP - LAMINATING, COLORE...	DEPARTMENT SUPPLIES	16.22
Fund 212 - STREETS Total:		226.79
Fund: 224 - ECONOMIC DEVELOPMENT		
DEPT SUPP ED	DEPARTMENT SUPPLIES	443.30
Fund 224 - ECONOMIC DEVELOPMENT Total:		443.30
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	37.50
UNIFORMS	UNIFORMS & CLOTHING	189.99
Department Supplies-SAN	DEPARTMENT SUPPLIES	299.99
Department Supplies-SAN	DEPARTMENT SUPPLIES	15.99
Fund 621 - ENVIRONMENTAL SERVICES Total:		543.47
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	54.98
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	184.99
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	319.92
Fund 631 - WASTEWATER Total:		559.89
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	77.24
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	99.95
Fund 641 - WATER Total:		177.19
Vendor 08828 - US BANK Total:		9,424.29
Vendor: 00022 - WALMART		
Fund: 111 - GENERAL		
Prgmg.	PROGRAMMING	146.38
Prgmg.	PROGRAMMING	10.95
BLOOD PRESSURE CUFF	DEPARTMENT SUPPLIES	17.97
Prgmg.	PROGRAMMING	34.19
LANCETS FOR GLUCOSE MONI...	DEPARTMENT SUPPLIES	12.14
Prgmg.	PROGRAMMING	66.87
Prgmg.	PROGRAMMING	67.23
Prgmg.	PROGRAMMING	77.32
Fund 111 - GENERAL Total:		433.05
Vendor 00022 - WALMART Total:		433.05

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Description (Payable)	Account Name	Amount
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: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	6.19
DEPT SUPP PARK	DEPARTMENT SUPPLIES	14.95
Fund 111 - GENERAL Total:		21.14
Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total:		21.14
Grand Total:		318,538.75

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	54,029.72	50.56
212 - STREETS	3,266.95	0.00
213 - CEMETERY	53.88	0.00
215 - SPECIAL PROJECTS	23.98	0.00
218 - PUBLIC SAFETY	240.00	0.00
224 - ECONOMIC DEVELOPMENT	2,470.27	0.00
225 - MUTUAL FIRE	1,002.32	0.00
321 - CRA	180.00	0.00
621 - ENVIRONMENTAL SERVICES	3,397.66	65.59
631 - WASTEWATER	29,604.89	16,086.79
641 - WATER	27,712.92	3,711.03
661 - STORMWATER	1,485.93	1,485.46
713 - CASH & INVESTMENT POOL	148,722.13	148,722.13
721 - GIS SERVICES	0.47	0.00
812 - HEALTH INSURANCE	46,347.63	390.00
Grand Total:	318,538.75	170,511.56

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21311	SALES TAX PAYABLE	50.56	50.56
111-52111-111	DEPARTMENT SUPPLIES	94.74	0.00
111-52111-112	DEPARTMENT SUPPLIES	44.97	0.00
111-52111-115	DEPARTMENT SUPPLIES	16.79	0.00
111-52111-121	DEPARTMENT SUPPLIES	125.96	0.00
111-52111-141	DEPARTMENT SUPPLIES	2,929.68	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,861.36	0.00
111-52111-151	DEPARTMENT SUPPLIES	1,914.41	0.00
111-52111-171	DEPARTMENT SUPPLIES	3,140.98	0.00
111-52111-172	DEPARTMENT SUPPLIES	11.99	0.00
111-52163-142	INVESTIGATIVE EXPENSES	240.80	0.00
111-52181-142	UNIFORMS & CLOTHING	877.41	0.00
111-52211-142	PUBLICATIONS	288.08	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	136.78	0.00
111-52222-151	COLLECTIONS	2,101.53	0.00
111-52223-151	PROGRAMMING	614.68	0.00
111-52225-112	SUBSCRIPTIONS	149.90	0.00
111-52311-142	MEMBERSHIPS	348.00	0.00
111-52411-142	POSTAGE	146.64	0.00
111-52511-141	GASOLINE	162.09	0.00
111-52511-142	GASOLINE	185.32	0.00
111-52999-142	MISCELLANEOUS	4,563.00	0.00
111-53111-112	CONTRACTUAL SERVICES	450.00	0.00
111-53111-114	CONTRACTUAL SERVICES	6,264.61	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-142	CONTRACTUAL SERVICES	7,272.05	0.00
111-53111-151	CONTRACTUAL SERVICES	142.41	0.00
111-53111-172	CONTRACTUAL SERVICES	1,000.00	0.00
111-53211-121	LEGAL FEES	62.00	0.00
111-53211-142	LEGAL FEES	202.20	0.00
111-53421-141	BUILDING MAINTENANCE	481.53	0.00
111-53421-142	BUILDING MAINTENANCE	481.52	0.00
111-53421-151	BUILDING MAINTENANCE	390.00	0.00
111-53421-171	BUILDING MAINTENANCE	6.19	0.00
111-53441-111	EQUIPMENT MAINTENA...	201.14	0.00
111-53441-142	EQUIPMENT MAINTENA...	3,578.07	0.00
111-53441-171	EQUIPMENT MAINTENA...	2,979.25	0.00
111-53451-141	VEHICLE MAINTENANCE	1,675.38	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53451-142	VEHICLE MAINTENANCE	2,060.33	0.00
111-53451-171	VEHICLE MAINTENANCE	552.34	0.00
111-53471-171	GROUNDS MAINTENAN...	70.35	0.00
111-53521-111	HEATING FUEL	353.82	0.00
111-53521-141	HEATING FUEL	188.15	0.00
111-53521-142	HEATING FUEL	238.14	0.00
111-53521-151	HEATING FUEL	349.50	0.00
111-53521-171	HEATING FUEL	406.58	0.00
111-53521-172	HEATING FUEL	132.95	0.00
111-53561-111	PHONE & INTERNET	3.29	0.00
111-53561-112	PHONE & INTERNET	0.94	0.00
111-53561-114	PHONE & INTERNET	0.47	0.00
111-53561-115	PHONE & INTERNET	0.47	0.00
111-53561-121	PHONE & INTERNET	2.35	0.00
111-53561-141	PHONE & INTERNET	3.29	0.00
111-53561-142	PHONE & INTERNET	1,499.34	0.00
111-53561-151	PHONE & INTERNET	5.64	0.00
111-53561-171	PHONE & INTERNET	2.35	0.00
111-53561-172	PHONE & INTERNET	2.35	0.00
111-53571-141	CELLULAR PHONE	279.50	0.00
111-53571-171	CELLULAR PHONE	42.94	0.00
111-53631-111	RENT-MACHINES	50.00	0.00
111-53631-142	RENT-MACHINES	15.00	0.00
111-53711-112	SCHOOL & CONFERENCE	-99.00	0.00
111-53711-121	SCHOOL & CONFERENCE	538.56	0.00
111-53711-141	SCHOOL & CONFERENCE	1,419.81	0.00
111-53711-142	SCHOOL & CONFERENCE	128.41	0.00
111-53811-142	BONDING	70.00	0.00
111-54311-111	STRUCTURES	479.84	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,775.98	0.00
212-52181-212	UNIFORMS & CLOTHING	188.68	0.00
212-53111-212	CONTRACTUAL SERVICES	580.17	0.00
212-53521-212	HEATING FUEL	715.54	0.00
212-53561-212	PHONE & INTERNET	6.58	0.00
213-53211-213	LEGAL FEES	10.00	0.00
213-53561-213	PHONE & INTERNET	43.88	0.00
215-52111-142	DEPARTMENT SUPPLIES	23.98	0.00
218-52111-142	DEPARTMENT SUPPLIES	240.00	0.00
224-52111-113	DEPARTMENT SUPPLIES	443.30	0.00
224-52311-114	MEMBERSHIPS	150.00	0.00
224-53111-113	CONTRACTUAL SERVICES	391.50	0.00
224-53111-114	CONTRACTUAL SERVICES	1,485.00	0.00
224-53561-113	PHONE & INTERNET	0.47	0.00
225-52111-141	DEPARTMENT SUPPLIES	1,002.32	0.00
321-53111-111	CONTRACTUAL SERVICES	180.00	0.00
621-21311	SALES TAX PAYABLE	65.59	65.59
621-52111-621	DEPARTMENT SUPPLIES	367.98	0.00
621-52181-621	UNIFORMS & CLOTHING	189.99	0.00
621-53111-621	CONTRACTUAL SERVICES	114.30	0.00
621-53421-621	BUILDING MAINTENANCE	1,588.48	0.00
621-53441-621	EQUIPMENT MAINTENA...	55.99	0.00
621-53451-621	VEHICLE MAINTENANCE	547.17	0.00
621-53521-621	HEATING FUEL	466.27	0.00
621-53561-621	PHONE & INTERNET	1.89	0.00
631-21311	SALES TAX PAYABLE	16,086.79	16,086.79
631-52111-631	DEPARTMENT SUPPLIES	388.43	0.00
631-52181-631	UNIFORMS & CLOTHING	954.85	0.00
631-52411-631	POSTAGE	339.63	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
631-53441-631	EQUIPMENT MAINTENA...	331.00	0.00
631-53531-631	ELECTRIC POWER	11,502.30	0.00
631-53561-631	PHONE & INTERNET	1.89	0.00
641-21311	SALES TAX PAYABLE	3,711.03	3,711.03
641-52111-641	DEPARTMENT SUPPLIES	1,518.11	0.00
641-52117-641	SAMPLES	2,049.00	0.00
641-52181-641	UNIFORMS & CLOTHING	1,733.87	0.00
641-52611-641	CHEMICALS	6,094.22	0.00
641-53111-641	CONTRACTUAL SERVICES	1,946.12	0.00
641-53521-641	HEATING FUEL	160.76	0.00
641-53531-641	ELECTRIC POWER	10,497.92	0.00
641-53561-641	PHONE & INTERNET	1.89	0.00
661-21311	SALES TAX PAYABLE	1,485.46	1,485.46
661-53561-661	PHONE & INTERNET	0.47	0.00
713-21512	MEDICARE W/H EE PAY...	10,347.23	10,347.23
713-21513	FICA W/H EE PAYABLE	38,189.27	38,189.27
713-21514	FED W/H EE PAYABLE	34,812.21	34,812.21
713-21517	POL UNION DUES EE PAY	975.00	975.00
713-21518	FIRE UNION DUES EE PAY	280.00	280.00
713-21524	SMEC EE PAYABLE	114.50	114.50
713-21528	REGULAR RETIRE EE PAY	19,791.83	19,791.83
713-21529	DEFERRED COMP EE PAY	3,284.31	3,284.31
713-21531	RETIRE FIRE EE PAYABLE	11,097.76	11,097.76
713-21533	RETIRE POLICE EE PAY	18,170.09	18,170.09
713-21539	CHILD SUPPORT EE PAY	2,093.18	2,093.18
713-21541	HSA EE PAYABLE	9,566.75	9,566.75
721-53561-721	PHONE & INTERNET	0.47	0.00
812-53861-112	PREMIUM EXPENSE	45,957.63	0.00
812-53863-112	FLEXIBLE BENFT EXPENS...	390.00	390.00
Grand Total:		318,538.75	170,511.56

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	313,711.30	170,511.56
1420152999142	4,563.00	0.00
2122152111	23.98	0.00
2180152111	240.00	0.00
6002053561	0.47	0.00
Grand Total:	318,538.75	170,511.56

UTILITY REFUNDS 12-2-24

Account #	Contact	Service Address	Refund Amount
015-5592-08	ALLY PROPERTY MANAGEMENT AND REAL	514 W 42ND ST SCOTTSBLUFF NE 69361	66.08
030-3806-05	MANUEL PEREZ	1513 AVE F SCOTTSBLUFF NE 69361	19.54
035-5251-10	TRINA HERNANDEZ	124 W OVERLAND SCOTTSBLUFF NE 69361	17.8
050-3644-08	ROSA A GARCIA	1118 9TH AVE SCOTTSBLUFF NE 69361	113.4
4			\$216.82

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 8.a

Council to conduct a public hearing set for this date at 6:00 p.m. to receive information regarding the Class C Liquor License for Virk Hospitality Scottsbluff, LLC d/b/a Holiday Inn Express and Suites-Scottsbluff, 1821 Frontage Road, Scottsbluff, NE.

Staff Contact: Kimberley Wright

Agenda Statement

Item No.

For meeting of: December 2, 2024

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class C Liquor License application from Virk Hospitality Scottsbluff, LLC d/b/a Holiday Inn Express and Suites-Scottsbluff, 1821 Frontage Road, 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 Virk Hospitality Scottsbluff, LLC d/b/a Holiday Inn Express and Suites-Scottsbluff, 1821 Frontage Rd., Scottsbluff, NE.

Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2022

Exhibit #3 – Written Statement of Police Chief

Exhibit #4 – Written Statement of City Clerk

Exhibit #5 – Written Statement of Development Services

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

Lacey McConkey

1821 Frontage Road

Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

Exhibit #1

File Number: 37039

LICENSE TYPE

Class C Spirits, Wine, Beer On
and Off Sale

APPLICATION DATE RECEIVED

2024-09-06

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Virk Hospitality Scottsbluff, LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

Holiday Inn Express and Suites-
Scottsbluff

CORPORATE NUMBER

99-3918743

INCORPORATION DATE

2024-08-13

CORRESPONDENCE ADDRESS

1722 8th Ave
West Linn, OR 97068

MAILING ADDRESS

PHYSICAL ADDRESS

1821 Frontage Road
Scottsbluff, NE 69361

CONTACT NAME

Amandeep Virk

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(510) 589-3332

ALTERNATE PHONE

(308) 632-1000

FAX

EMAIL

amandeepk2003@yahoo.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Amandeep Virk	President	Virk Hospitality SB LLC	50
Jagtar Singh	Member	Virk Hospitality SB LLC	50

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 079276 (Active) - Class C Spirits, Wine, Beer On and Off Sale (Nov 01, 2023 - Oct 31, 2024)
HOLIDAY INN EXPRESS (MCDERMID MANAGEMENT CO LLC)

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Hotel/Motel/Lodging

PREMISES NAME

Holiday Inn Express and Suites

OPERATOR

Lacee McConkey

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Own

PHYSICAL ADDRESS

1821 Frontage Road
Scottsbluff, NE 69361

MAILING ADDRESS

PO Box 1203
Scottsbluff, NE 69361

CONTACT NAME

Lacee McConkey

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(308) 641-4806

ALTERNATE PHONE

(308) 632-1000

FAX

(308) 632-8777

EMAIL

hiexpressscottsbluff@yahoo.com

PREMISES MANAGER

Lacee McConkey

PREMISES MANAGER EMAIL

hiexpressscottsbluff@yahoo.com

QUESTIONS

Class C Spirits, Wine, Beer On a

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party is applying, please list charges by each individual's name. Exclude minor traffic violations such as speeding. Include Driving Under the Influence, Driving Under Suspension & other similar charges. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15)

A simple sketch of the area to be licensed will be required to be uploaded in the Documents section.. Include the length x width, direction of NORTH and number of floors of the building.

L65xW72

3. Is there an outdoor area?

*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

No

4. Will a basement be used for alcoholic storage or sale?

No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

3 Floors

Liquor license only first level lounge area

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. Are you acquiring any alcohol prior to obtaining this liquor license?

No

9. What date do you intend to open for business?

08/13/24

- 10 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

No

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

No

12 Is anyone listed on this application a law enforcement officer?

No

13 List the primary bank and/or financial institution 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
Amandeep Virk

14 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

Have held previous liquor license, completed online and in-person training.

15 Are all individuals stated in this application over 21 years of age?

Yes

16 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

No

17 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Corporation/LLC Structure	CORPORATION-LLC STRUCTURE.pdf	
Lease / Deed / Purchase Agreement	WARRANTY DEED (1).pdf	
Premises Description & Diagram	premise.pdf	
Business Plan	businessplan.pdf	
Privacy Act Statement	fingerprint.pdf	
Temporary Operating Permit (TOP)	tempoperatingpermit.pdf	

APPLICANT

Lacee McConkey

DECLARATION

☒ I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

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



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Additional Information Requested

File Number: 37039

LICENSE TYPE

Class C Spirits, Wine, Beer On
and Off Sale

ADDITIONAL INFORMATION DATE RECEIVED

2024-09-10

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Virk Hospitality Scottsbluff, LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

Holiday Inn Express and Suites-
Scottsbluff

CORPORATE NUMBER

99-3918743

INCORPORATION DATE

2024-08-13

CORRESPONDENCE ADDRESS

1722 8th Ave
West Linn, OR 97068

MAILING ADDRESS

PHYSICAL ADDRESS

1821 Frontage Road
Scottsbluff, NE 69361

CONTACT NAME

Amandeep Virk

PREFERRED CONTACT METHOD

Email

CONTACT PHONE
(510) 589-3332

ALTERNATE PHONE
(308) 632-1000

FAX

EMAIL
amandeepk2003@yahoo.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Amandeep Virk	President	Virk Hospitality SB LLC	50
Jagtar Singh	Member	Virk Hospitality SB LLC	50

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 079276 (Active) - Class C Spirits, Wine, Beer On and Off Sale (Nov 01, 2023 - Oct 31, 2024)
HOLIDAY INN EXPRESS (MCDERMID MANAGEMENT CO LLC)

ADDITIONAL INFORMATION REQUESTED

Items missing or incorrect:

- 1) Fingerprint cards and the Privacy Act Statement (fingerprint submission form) for both Amandeep Virk and Jagtar Singh
- 2) If there are spouses that are NOT involved with the business we need the Affidavit of Non-Participation signed, if they are involved with the business they will need to be fingerprinted
- 3) an email address for Jagtar Singh so the request for individual history can be sent
- 4) The length and width needs to be added to the premise diagram
- 5) Charles McDermid, as sole owner, needs to sign the Temporary Operating Permit application
- 6) We need the business purchase agreement and the alcohol inventory (if no alcohol bought from seller than a document stating such)

Thank you,
Corrinne Andersen - Licensing - (402) 471-2896 -
corrinne.andersen@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Temporary Operating Permit (TOP)	TOPsigned.pdf	TOP Complete

APPLICANT

Lacee McConkey



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Additional Information Requested

File Number: 37039

LICENSE TYPE

Class C Spirits, Wine, Beer On
and Off Sale

ADDITIONAL INFORMATION DATE RECEIVED

2024-09-26

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Virk Hospitality Scottsbluff, LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

Holiday Inn Express and Suites-
Scottsbluff

CORPORATE NUMBER

99-3918743

INCORPORATION DATE

2024-08-13

CORRESPONDENCE ADDRESS

1722 8th Ave
West Linn, OR 97068

MAILING ADDRESS

PHYSICAL ADDRESS

1821 Frontage Road
Scottsbluff, NE 69361

CONTACT NAME

Amandeep Virk

PREFERRED CONTACT METHOD

Email

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(510) 589-3332

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amandeepk2003@yahoo.com

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- 3) an email address for Jagtar Singh and Amandeep Virk so the request for individual history can be sent
- 4) The length and width needs to be added to the premise diagram
- 5) We need the business purchase agreement and the alcohol inventory (if no alcohol bought from seller than a document stating such)

Thank you,
Corrinne Andersen - Licensing - (402) 471-2896 -
corrinne.andersen@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	PSA_Scottsbluff.pdf	Purchase Agreement
Lease / Deed / Purchase Agreement	WARRANTY DEED.pdf	Warranty Deed
Privacy Act Statement	Amandeep Virk -Act Statement & Fingerprints.pdf	Amandeep Virk Fingerprint Submission
Privacy Act Statement	Jagtar Singh-Act statement & Fingerprints.pdf	Jagtar Singh Fingerprint Submission
Affidavit of non-participation	Affidavit of Non Participation JAGTAR.pdf	Affidavit Singh
Affidavit of non-participation	Affidavit of Non Participation VIRK.pdf	Affidavit Virk
Alcohol Inventory	Alcohol Inventory.pdf	Alcohol Inventory
Additional Document	EMAIL ADDRESSES.docx	Contact email for Virk, Singh
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Additional Document	EMAIL ADDRESSES.docx	Contact email for Virk, Singh
Premises Description & Diagram	premise.pdf	Premise

APPLICANT

Lacee McConkey

SPOUSAL AFFIDAVIT OF NON-PARTICIPATION

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

☒ I acknowledge that I am the non-participating spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

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

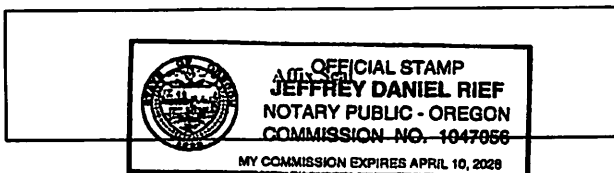
BALVINDER KAUR
Signature of **NON-PARTICIPATING SPOUSE**
BALVINDER KAUR
Print Name

State of Nebraska, County of Scottsbluff

The foregoing instrument was acknowledged before me
this 9 / 20 / 2024 (date)

by Balvinder Kaur
Name of person acknowledged
(Individual signing document)

[Signature]
Notary Public Signature



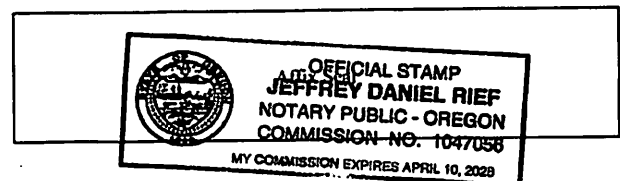
Jagtar Singh
Signature of **APPLICANT**
Jagtar Singh
Print Name

State of Nebraska, County of Scottsbluff

The foregoing instrument was acknowledged before me
this 9 / 20 / 2024 (date)

by Jagtar Singh
Name of person acknowledged
(Individual signing document)

[Signature]
Notary Public Signature



SPOUSAL AFFIDAVIT OF NON-PARTICIPATION

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

☒ I acknowledge that I am the non-participating spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

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

Kulwant Kaur
Signature of **NON-PARTICIPATING SPOUSE**
Kulwant Kaur

Print Name

State of Oregon, County of Washington
Scottsbluff

The foregoing instrument was acknowledged before me

this September 25, 2024 (date)

by Kulwant Kaur
Name of person acknowledged
(Individual signing document)

Amandeep S Virk
Signature of **APPLICANT**
Amandeep S Virk

Print Name

State of Oregon, County of Washington
Scottsbluff

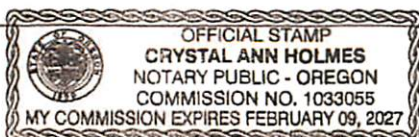
The foregoing instrument was acknowledged before me

this September 25, 2024 (date)

by Amandeep S. Virk
Name of person acknowledged
(Individual signing document)

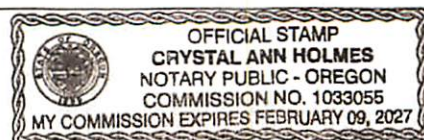
Crystal Ann Holmes
Notary Public Signature

Affix Seal



Crystal Ann Holmes
Notary Public Signature

Affix Seal



ALCOHOL INVENTORY

[illegible][illegible]

Nebraska Secretary of State

VIRK HOSPITALITY SCOTTSBLUFF, LLC

Mon Sep 9 09:37:38 2024

SOS Account Number

2407158959

Status

Active

Principal Office Address

1722 8TH AVE

WEST LINN, OR 97068

USA

Registered Agent and Office Address

PACIFIC REGISTERED AGENTS, INC.

1360 S DYER PARK ROAD

AYR, NE 68925-2643

Nature of Business

Not Available

Entity Type

Foreign LLC

Qualifying State: OR

Date Filed

Jul 19 2024

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for VIRK HOSPITALITY SCOTTSBLUFF, 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	
Foreign Certificate of Authority	Jul 19 2024	\$1.35 = 3 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](#)

Business Plan Statement

As a premier hotel operator, we are committed to providing exceptional hospitality and a memorable experience for our guests. We operate 24 hours and have 69 available rooms. To enhance our guests' stay, we offer a complimentary happy hour which includes served beer. This service is available exclusively to our registered guests from 5:00 PM to 7:00 PM, Monday through Thursday.

Business Purchase Agreement

Purchase Date 8/13/2024

Name of Business Currently Licensed Holiday Inn Express Scottsbluff

Address of Business:

1821 Frontage Rd

Scottsbluff, NE 69361

Applicant: Virk Hospitality Scottsbluff LLC

Current Licensee: McDermid Management Co LLC

Charles D. Mc Dermid
Signature of Seller (licensee)

10/02/2024

Date


Signature of Purchaser (applicant)

10/01/2024

Date

After Recording Return To: Missouri River Title, 11239 Chicago Circle, Omaha, NE 68154 (402) 333-1025

WARRANTY DEED

Scottsbluff Hospitality, L.L.C., a Nebraska limited liability company, "Grantor" herein, in consideration of One Dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto Virk Hospitality Scottsbluff LLC, an Oregon limited liability company, "Grantee" herein, all of Grantor's right, title and interest in and to the following described real estate, as defined by Neb.Rev.Stat. §76-201 (hereinafter "Property"):

Lot 11, Block 1, Amended Plat of Quindt Commercial Tracts, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska

To have and to hold the above described Property together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to Grantee's heirs and assigns forever.

The Grantor does hereby covenant with the Grantee and with Grantee's heirs and assigns that Grantor is lawfully seized in fee simple interest of said Property; that said Property is free and clear of all liens, encumbrances, reservations, and modification, excepting existing easements, covenants, encumbrances, reservations and exceptions of record, and the lien of 2024 real estate taxes due and payable in 2025; ; that Grantor has right and lawful authority to convey the Property; and that Grantor warrants and will defend the title to said Property against the lawful claims of all persons whomsoever.

Dated this 13th day of August, 2024.

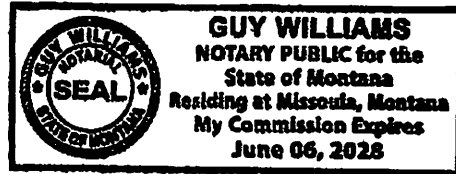
SCOTTSBLUFF HOSPITALITY, L.L.C., A NEBRASKA
LIMITED LIABILITY COMPANY

By: Charles D. McDermid
Charles D. McDermid, Managing Member

State of Nebraska)
) ss.
County of Douglas)

The foregoing Warranty Deed was acknowledged before me on this 12th day of August, 2024, by Charles D. McDermid, Managing Member of Scottsbluff Hospitality, L.L.C., a Nebraska limited liability company, as free and voluntary act and deed for and on behalf of said Company.

Guy Williams
Notary Public
My commission expires: 06/06/2028



Return to: Missouri River Title
Virk Hospitality Scottsbluff LLC, an Oregon limited liability company

ASSET PURCHASE AGREEMENT

SELLER: BST Hospitality, LLC

BUYER: Ray Batra and Amandeep Singh, or assigns

EFFECTIVE DATE OF AGREEMENT: This Agreement shall have an Effective Date of June 13, 2024.

SUMMARY OF TRANSACTION

Seller will sell to Buyer and Buyer shall purchase from Seller the 69-unit Holiday Inn Express & Suites, 1821 Frontage Road, Scottsbluff, NE 69363 ("Hotel"), to include the real property, personal property, supply inventory, consumable inventory, equipment and other assets associated with the business.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TRANSFER OF ASSETS. Upon the terms and subject to the conditions set forth in this Agreement, Seller shall, as of the Closing Date, sell, transfer, assign and convey to Buyer, and Buyer shall purchase, acquire and assume from the Seller all of Seller's right, title and interest, as of the Closing Date, to all of the assets of Seller utilized in the operation of the Hotel, including, but not limited to the following (collectively, the "Purchased Assets"):

- (a) Real Property. All real property legally described on Schedule 1, together with the building and improvements, appurtenances, fixtures and attachments located thereon (the "Real Property");
- (b) Personal Property. All equipment and machinery, fixtures, furniture and personal property (except cash and credit card payments and those assets specifically excluded in Section 2 below), linens, signs and supplies located on or used in or for the operation of the business (the "Personal Property");
- (c) Supply Inventory. All materials and supplies used or intended for use but not for sale in connection with the operation of the motel;
- (d) Consumable Inventory. All merchandise, food and beverages held for use for continental breakfasts;
- (e) Warranties. To the extent that they are assignable, all right, title and interest of Seller in all warranties and guaranties regarding acquisition, construction, design, use, operation, management or maintenance of the Real Property and Personal Property (collectively, the "Warranties");
- (f) Books and Records. Customer information, product data, materials, safety data sheets and price lists, all telephone listings or 800 numbers including the general telephone number currently being used for the business, and any

email addresses, websites, internet domain names or related internet technology, intellectual property relating to the business that is transferable; and

- (g) Contracts. All guest room reservations, including monies paid to Seller for advance bookings of any type, if any; all leases, concessions and other occupancy agreements, if any.

2. EXCLUDED ASSETS. The purchased assets do not include the following assets ("Excluded Assets"):

- (a) Seller's cash and cash equivalents;
- (b) All records respecting the organization and governance of Seller;
- (c) Accounts receivable as of the Closing Date; and

3. PURCHASE PRICE/ALLOCATION OF PURCHASE PRICE. The purchase price for the assets described above shall be the sum of Seven Million Six Hundred Fifty Thousand Dollars (\$7,650,000) which shall be paid as follows:

- (a) Within two (2) business days after the Effective Date of this Purchase Agreement by Buyer and Seller, Buyer shall deposit the sum of Fifty Thousand Dollars (\$50,000) with a title company acceptable to Seller ("Escrow Agent") to be placed in an interest-bearing account (the "Earnest Money Deposit"). At the conclusion of the Due Diligence period, if Buyer is electing to proceed with the transaction, the Earnest Money Deposit shall become non-refundable to Buyer, subject to the terms and conditions of the Purchase Agreement. At closing the Earnest Money Deposit and all of the interest earned thereon shall be credited against the purchase price.
- (b) The remaining balance shall be paid by wire transfer or cash at the time of closing.

4. REAL PROPERTY.

- (a) Transfer of Real Property. Upon payment of the purchase price, Seller shall convey title to the real property and improvements thereon by good and sufficient warranty deed with transfer tax to be paid by Seller. The conveyance shall be free and clear of all liens and encumbrances, reservations and modifications, excepting existing easements, covenants, encumbrances, reservations and exceptions of record.
- (b) Real Property Taxes and Assessments. All real property taxes and assessments for 2023 due and payable in 2024, and all prior taxes and assessments, will be paid by Seller on or before the Closing Date. The 2024

real property taxes due and payable in 2025 shall be prorated between the parties. Seller's share of such taxes shall be debited on the closing statement, and Buyer shall be responsible for paying said taxes before they become delinquent.

- (c) Title Insurance. Seller shall pay the cost of an owner's policy of title insurance. In the event a lender's policy of title insurance is required, Buyer shall pay the cost thereof.

5. PERSONAL PROPERTY.

- (a) UCC Search. At Buyer's request, Seller shall cooperate with Buyer in having a UCC lien search completed with the Nebraska Secretary of State to terminate any liens or encumbrances against the Personal Property. If any liens or encumbrances do appear on the UCC search, prior to the Closing Date, Seller shall deliver to Buyer appropriate releases or termination statements, or appropriate assignments, as the case may be. Seller shall pay for all costs associated with the search but search shall be obtained by Buyer.
- (b) Bill of Sale and Title. At closing, Seller shall deliver to Buyer a bill of sale for all Personal Property sold hereunder.
- (c) Assignment of Leases/Contracts. Seller represents that the items listed on Schedule 2 are located in the business but are leased from third parties pursuant to oral or written leases. Said leased items shall be assigned to Buyer at closing, to the extent that they are assignable.

6. DUE DILIGENCE PERIOD. Buyer shall have Sixty (60) days from the Effective Date of Agreement defined above (such period of time to be referred to as the "Due Diligence Period") to complete its due diligence efforts with respect to the property. Earnest money is fully refundable during the due diligence period.

7. CLOSING DATE. The Closing Date shall be no later 30 days after the end of the Due Diligence Period. The "Closing Date" or "Closing" will occur at such place as agreed upon by the parties hereto.

8. POSSESSION AND PRORATIONS. Possession of the hotel and all prorations shall be made as of the Closing Date. The following are to be apportioned between the Parties as of the Closing Date:

- (a) Real property taxes will be prorated as set forth in paragraph 4(b) above;
- (b) Fees paid or payable for permits, if any, that are transferable (but all such amounts refundable on account of non-assignable licenses or utility deposits shall belong to the Seller, and the amount of any transfer of utility deposits shall be reimbursed to Seller);

- (c) All utilities, including electricity, gas, water, sewer, cable television, telephone and other services paid past the Closing Date, including billboards, dues, service contracts, etc.;
- (d) Seller shall be entitled to all revenues through the date before Closing and all room revenues for the night before and the morning of the Closing (e.g., if the Closing Date is June 30, Seller is entitled to the room revenues for the night of June 29th that carries over to the morning of June 30th). Seller shall be responsible for all expenses through 3:00 p.m. on the day of the Closing Date. Purchaser will receive all revenue and shall be responsible for all expenses for the period commencing at 3:00 PM the day of the Closing Date and all time periods after the Closing Date.
- (e) All payroll and payroll tax related expenses; and,
- (f) Vending machine receipts.

9. CONDITIONS. The obligations of either party to consummate the transactions contemplated by this Agreement are subject to satisfaction on or prior to the Closing Date of each of the following conditions:

- (a) The Real Property being sold hereunder will be transferred free and clear of all liens and encumbrances except liens, encumbrances and easements of record.
- (b) Seller conveying clear title to the Personal Property by bill of sale, free and clear of all liens and encumbrances, including but not limited to UCC liens, except those acceptable to the Buyer, if any.
- (c) Buyer obtaining a franchise from IHG Hotels. Buyer shall be responsible for all costs related to securing the franchise license. Failure to obtain franchise prior to Closing, but after the waiving of due diligence, shall result in the earnest money deposit being retained by the Seller.

10. 1031 EXCHANGE. Intentionally omitted.

11. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as follows:

- (a) Seller warrants and represents that, to the best of Seller's knowledge, there are no active, threatened, or pending claims against the assets or interests of the business.
- (b) The business is not now, nor at Closing, bound by any agreement, whether written or oral, with any employee providing for a specified period of notice of termination nor providing for any fixed term of employment; and has now and at Closing will have no employees who cannot be dismissed upon such notice as is required by statutory or common law.

- (c) Except as otherwise set forth in Paragraph 9(f) in this Agreement and in Schedule 2, the business will not, at Closing, be bound by any outstanding contract or commitment which requires prior approval of the assignment thereof by the Seller to the Buyer resulting from the consummation of the transactions provided for herein, unless such consent is obtained and provided to the Buyer at Closing.
- (d) At Closing, Seller will have good and marketable title to the personal property being conveyed, free and clear of any and all claims, liens, encumbrances and security interests whatsoever or will arrange to have them released with funds from Closing.
- (e) The business is not now, and at Closing will not be, in arrears or in default in respect of the filing of any required state, local or foreign or other return, and at each of such times (i) all taxes, filing fees and other assessments due and payable or collectible from the business shall have been paid or collected, (ii) no claim for additional taxes, filing fees or other amounts and assessments has been made which has not been paid, and (iii) to the best of the Seller's knowledge, no such return shall have contained any misstatement or concealed any statement that should have been included therein. The business has withheld and will withhold up to Closing from each payment made to any employee the amount of all taxes (including but not limited to income tax) and other deductions required to be withheld and have paid or will pay such amounts to the proper tax or other receiving authority.
- (f) Seller herein warrants that all of the equipment and building herein being conveyed are in working order and will be in working order at the time of possession. All Real Property and Personal Property will be in "as is" condition as of the Closing Date. Seller makes no representation as to the condition of the Real Property and Personal Property being sold, other than the representation and warranty that the equipment and building are in working condition and will be in working condition at the time of possession. Seller only warrants that Seller has good title to each of the said items and that said items will be in working condition at the time of possession.
- (g) No representation or warranty made by Seller in this Agreement or in any statement or certificate furnished or to be furnished to Buyer pursuant hereto or in connection herewith, contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make the statements contained therein not misleading.

12. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller as follows:

- (a) Buyer shall be duly incorporated or organized under the laws of the State of Nebraska and authorized to do business in said state.
- (b) Buyer will comply with all terms of this Agreement, particularly with regard to payment.
- (c) No representation or warranty made by Buyer in this Agreement or in any statement or certificate furnished or to be furnished to Seller pursuant hereto or in connection herewith, contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make the statements contained therein not misleading.
- (d) Buyer acknowledges that Seller has furnished, or will furnish, to Buyer prior to Closing, access to the books and records of the business. Buyer has made or will make its own independent analysis of the same and will rely upon its own expertise in analyzing those books and records. Buyer has inspected or will be given the opportunity to inspect the assets and will in no way rely upon any statements made by Seller, except those contained within this Agreement.
- (e) Buyer is purchasing the Real Property and Personal Property based solely on Buyer's own inspection, operation and appraisal. Buyer accepts all of said items in their present condition, with all faults, and without any express or implied warranty of fitness for a particular purpose or of any express or implied warranty of merchantability.
- (f) Buyer has or will have inspected the assets being purchased hereunder.
- (g) Buyer acknowledges that Seller gives no warranty, express or implied, as to the profitability of the business. Buyer further agrees that it is purchasing all of the assets of the business in their "as is" condition, subject to representations made by Seller in this Agreement.

13. MAINTENANCE OF PERSONAL PROPERTY. Seller shall maintain the Personal Property in its usual and customary manner through the Closing Date, reasonable wear and tear excepted. All consumable operational maintenance supplies shall be maintained by Seller in usual and customary quantities through the Closing Date. All such supplies shall be included in the purchase price paid by Buyer hereunder.

14. EMPLOYEE MATTERS. As a result of the transactions hereunder, the employment of substantially all employees of Seller will terminate at 3:00 p.m. the day of Closing. All compensation and benefits with respect to employees at the hotel as of the date of Closing shall be paid by Seller through 3:00 p.m. Buyer shall be responsible for payroll for Buyer's employees commencing at 3:01 p.m. on the date of Closing. Seller will retain all revenue for the night preceding the Closing Date. Buyer will retain the revenue for the evening of the Closing Date and onward.

15. INDEMNIFICATION OF BUYER BY SELLER. Seller shall and hereby agrees to indemnify and hold Buyer harmless against and in respect of:

- (a) All debts, liabilities and obligations of Seller of any nature, whether accrued, absolute, contingent or known or unknown, associated with the business in any way which arise or occur prior to the Closing Date, unless specifically assumed by Buyer as part of this Agreement;
- (b) Any liability, loss, claim, damage or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of Seller under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Buyer hereunder; and
- (c) All other actions, suits, proceedings, demands, assessments, adjustments, costs and expenses incident to the foregoing including, without limitation, attorney fees and other out-of-pocket expenses.

16. INDEMNIFICATION OF SELLER BY BUYER. Buyer shall and hereby agree to indemnify and hold Seller harmless against and in respect of:

- (a) All debts, liabilities and obligations of Buyer of any nature, whether accrued, absolute, contingent or known or unknown, associated with the business in any way which arise or occur after the Closing Date;
- (b) Any liability, loss, claim, damage or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of Buyer under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Seller hereunder; and
- (c) All other actions, suits, proceedings, demands, assessments, adjustments, costs and expenses incident to the foregoing including, without limitation, attorney fees and other out-of-pocket expenses.

17. DEFAULT.

- (a) Default by Buyer. If Buyer fails to perform any of the covenants contained in this Agreement, except for the agreement to make the Earnest Money Deposit as provided in Section 3(a), and such failure remains uncorrected for ten (10) days after written notice is given by Seller to Buyer, or after the waiver of the contingencies or expiration of the Due Diligence Period, all earnest money paid pursuant to this Agreement shall be delivered to Seller, and retained by Seller, as the exclusive consideration for the execution of this Agreement, the removal of the hotel from the market, and as agreed and liquidated damages in full and complete settlement and satisfaction of all claims for damages. If Buyer fails to make the Earnest Money Deposit as provided in Section 3(a),

this Agreement shall be deemed automatically terminated without any notice required by Seller.

- (b) Default by Seller. If Seller fails to perform any of the covenants contained within this Agreement and such failure remains uncorrected for ten (10) days after written notice is given by Buyer to Seller, the earnest money paid by Buyer, at the option of Buyer, shall be returned to Buyer upon demand, and Buyer may pursue any other remedies available at law, to include specific performance.

18. WAIVER. The waiver by either party of a violation of or the failure by either party to enforce any provision of this Agreement shall not constitute a waiver of any subsequent violation or the relinquishment of any rights under this Agreement.

19. INTEGRATION. This Agreement represents the entire agreement and understanding between the parties and supersedes any prior oral or written agreements or representations between the parties; it may not be altered or amended except with an agreement, in writing, signed by both parties.

20. GOVERNING LAW. This Agreement has been made in and its validity, performance and effect, and any events resulting therefrom, shall be determined in accordance with the laws of Nebraska.

21. SEVERABILITY. If any term or covenant of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the full extent permitted by law. No waiver of the breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in this Agreement.

22. COUNTERPARTS. This Agreement may be executed in duplicate counterparts, which of which, when executed and delivered, shall be deemed to be an original, and both of which together shall constitute one and the same instrument.

23. FACSIMILE DOCUMENTS. Reproductions of this Agreement or any other document related to this transaction which are transmitted by facsimile machine, computer, or other electronic means, and which contain signatures of one or more of the parties, shall be treated and relied upon by all parties and bind the parties with the same legal effect as the original document with an original signature. At the request of any party, any document transmitted by facsimile machine, computer, or other electronic means shall be re-executed by the parties in the original form. The transmission of any document and signature by facsimile machine, computer or other electronic means is not a defense to the enforcement of this Agreement or any amendment to this Agreement.

24. ATTORNEY FEES. In the event of any communication, negotiation, litigation or other process that is instituted by any party in order to interpret or enforce any term or condition of this Agreement, including the payment of money, and the matter is addressed or the money is collected, and the services of an attorney are utilized for the same, the prevailing party will be entitled to recover from the losing party or parties all attorney fees

and costs, including arbitration costs and fees and costs incurred through any appeal, collection or enforcement, incurred by the prevailing party.

25. BROKER. Seller and Buyer represent to each other that each has not dealt with any broker or intermediary other than CBRE, Inc. in connection with the transaction contemplated hereunder. If and only if the transaction contemplated herein closes, Seller will pay a real estate commission pursuant to a separate agreement between Seller and CBRE, Inc.

26. TIME OF THE ESSENCE. The timely performance of all covenants, obligations, conditions, and other requirements of this Agreement, is an essential part of this Agreement. If any time period specified in this Agreement expires on a Saturday, Sunday or weekday on which national banks are closed for business (holiday), then the specified time period shall be extended so as to expire at the end of the first business day following the Saturday, Sunday or holiday.

27. SURVIVAL OF WARRANTIES AND REPRESENTATIONS. The representations, warranties, covenants and indemnifications contained herein shall survive the closing of this Agreement without limitation.

28. BENEFIT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Time shall be of the essence of this Agreement.

29. NOTICES. All notices, payments, demands and requests required or permitted hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by Federal Express or other recognized next-day business couriers, or by fax and followed by hard copy, to the parties hereto at the following addresses:

IF TO SELLER: BST Hospitality, LLC
Bill McDermid
8246 Willow Lane
Niwot, CO 80503
bmcdermid@mcdhotels.com

Charlie McDermid
200 S Pattee St
Missoula, MT 59802
cmcdermid@mcdhotels.com

IF TO BUYER: Amandeep Singh
amandeepk2003@yahoo.com

Ray Batra
raybatra@icloud.com

Any party hereto may change its address for notice by giving notice of any such change of address in the manner set forth above.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective upon the last dated signature set forth below.

SELLER:

BST Hospitality, LLC

06/11/2024
Date

06/11/2024
Date

By Charles D. McDermid
Its MANAGING MEMBER

By William McDermid
Its Regional Manager

BUYER:

Amandeep Singh

6/10/2024
Date

By  9008882195DF438

SCHEDULE 1(a)

REAL PROPERTY

Legal

LT 11, BLK 1, QUINDT COMMERCIAL TRACTS

REPLAT

S-T-R: 24-22-55

SCHEDULE 2
LEASES/CONTRACTS

No leases

After Recording Return To: Missouri River Title, 11239 Chicago Circle, Omaha, NE 68154 (402) 333-1025

WARRANTY DEED

Scottsbluff Hospitality, L.L.C., a Nebraska limited liability company, "Grantor" herein, in consideration of One Dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto Virk Hospitality Scottsbluff LLC, an Oregon limited liability company, "Grantee" herein, all of Grantor's right, title and interest in and to the following described real estate, as defined by Neb.Rev.Stat. §76-201 (hereinafter "Property"):

Lot 11, Block 1, Amended Plat of Quindt Commercial Tracts, an Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska

To have and to hold the above described Property together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to Grantee's heirs and assigns forever.

The Grantor does hereby covenant with the Grantee and with Grantee's heirs and assigns that Grantor is lawfully seized in fee simple interest of said Property; that said Property is free and clear of all liens, encumbrances, reservations, and modification, excepting existing easements, covenants, encumbrances, reservations and exceptions of record, and the lien of 2024 real estate taxes due and payable in 2025; ; that Grantor has right and lawful authority to convey the Property; and that Grantor warrants and will defend the title to said Property against the lawful claims of all persons whomsoever.

Dated this 13th day of August, 2024.

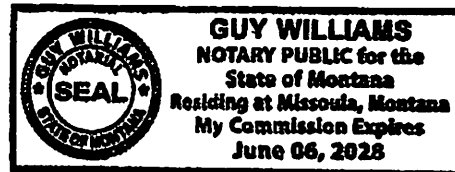
SCOTTSBLUFF HOSPITALITY, L.L.C., A NEBRASKA
LIMITED LIABILITY COMPANY

By: Charles D. McDermid
Charles D. McDermid, Managing Member

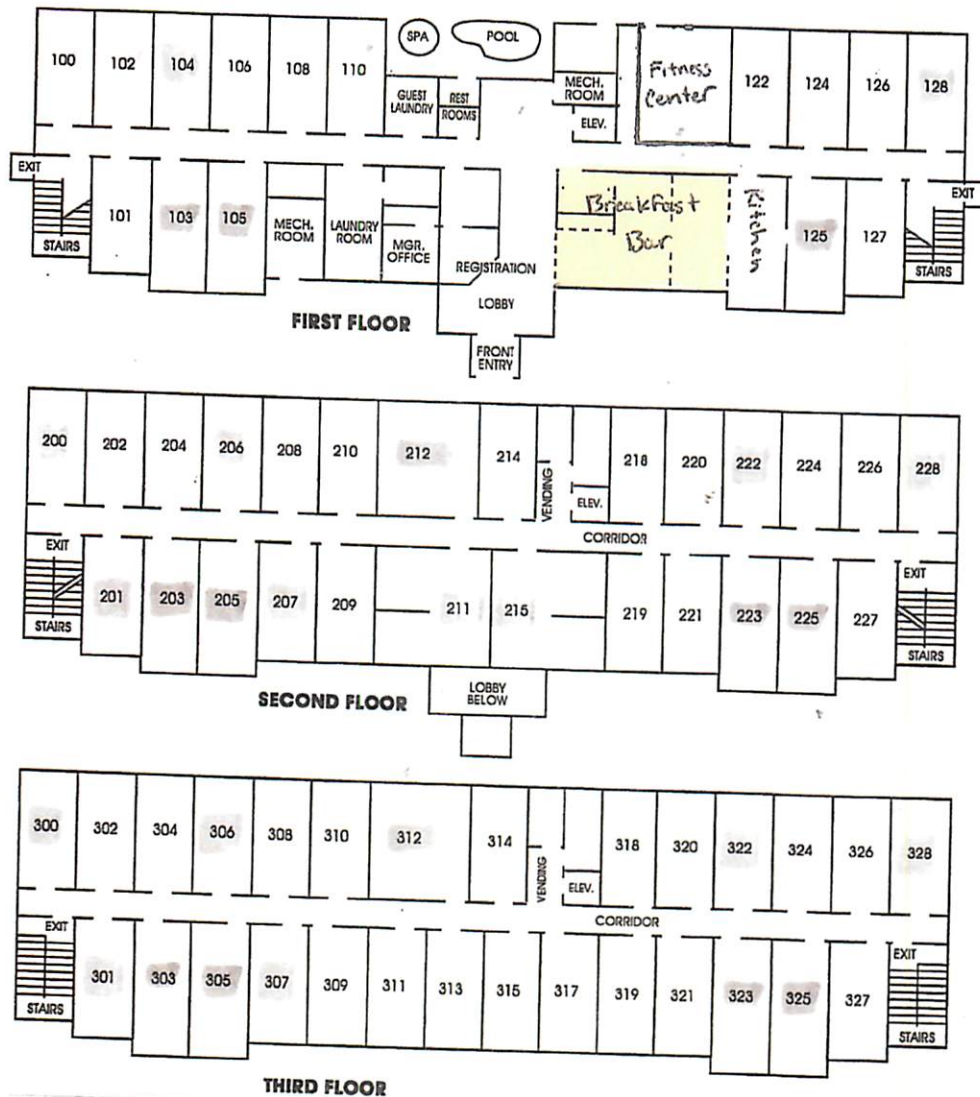
State of Nebraska)
) ss.
County of Douglas)

The foregoing Warranty Deed was acknowledged before me on this 12th day of August, 2024, by Charles D. McDermid, Managing Member of Scottsbluff Hospitality, L.L.C., a Nebraska limited liability company, as free and voluntary act and deed for and on behalf of said Company.

Guy Williams
Notary Public
My commission expires: 06/06/2028



Return to: Missouri River Title
 Virk Hospitality Scottsbluff LLC, an Oregon limited liability company



Highlighted Area
Designated
for Liquor
License

Room Types

TQNN Standard Room: 2 Queen Beds (313 & 315 only rooms for hide a beds)

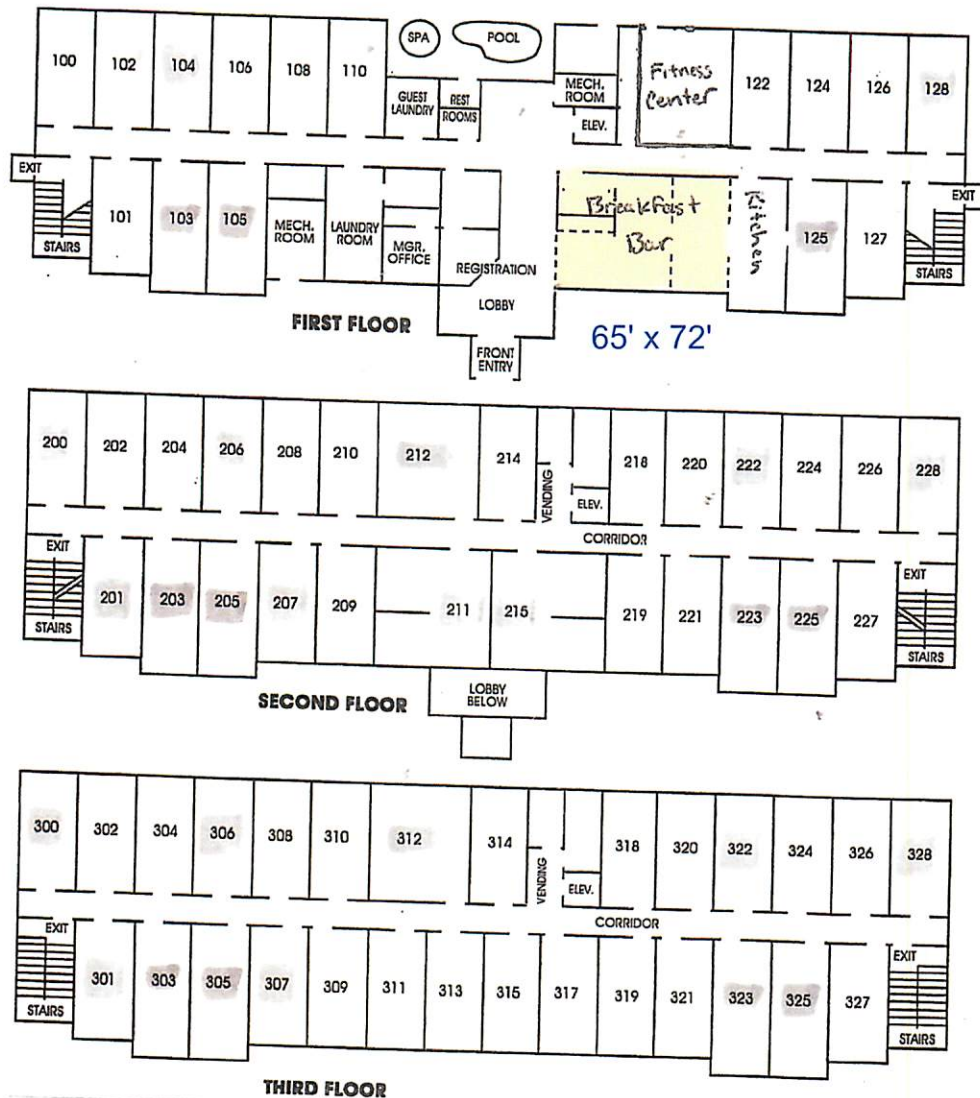
KNGN Standard Room: 1 King Bed

XSTN Junior Suite: 1 King Bed, Pullout Couch (slightly bigger than the KNGN)

XOTN Executive Suite: 1 King Bed, Large living room w/Pullout Couch, Master Bath

XFTN Family Suite: 2 Queen Beds, 1 King Bed, Pullout Couch in Living Room, Master Bath

KWCN Handicapped Accessible Room: 1 King Bed



Highlighted Area
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License

Room Types

TQNN Standard Room: 2 Queen Beds (313 & 315 only rooms for hide a beds)

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KWCN Handicapped Accessible Room: 1 King Bed

APPLICATION FOR TEMPORARY OPERATING PERMIT

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

Name of current licensee (seller): McDermid Management CO LLC

Name of applicant (buyer): Virk Hospitality Scottsbluff LLC

On this date 08/13/2024 buyer and seller entered into a contract for sale of the alcohol
(date)

related business known as: Holiday Inn Express and Suites

(Name of business currently licensed)

Located at:

1821 Frontage Road

Scottsbluff

NE 69361

(Street Address)

(City)

(Zip Code)

Requested effective date of Temporary Operating Permit: 08/14/2024
(date)

Seller hereby declares that they have no outstanding balances on all accounts with all Nebraska licensed wholesalers under Revised Section 53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.

Charles D. McDermid

Signature of Seller

CHARLES D. McDERMID

Printed Name

Date

Buyer seeks to obtain a Temporary Operating Permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee subject to approval by the Nebraska Liquor Control Commission for a period not to exceed 90 days.

Amandeep Virk
Signature of Buyer

Amandeep Virk

Printed Name

09/10/24
09/10/2024

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: 11/26/2024
Re: Application for a Class C Liquor License, Number C-079276, Virk Hospitality LLC, dba: Holiday Inn Express and Suites, 1821 Frontage Rd., 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 Amandeep Virk and Japtar Singh to determine their fitness for a liquor license. Amandeep and Japtar reported no criminal convictions, and I found none. I found no information that would disqualify the applicants from having a liquor license. I also conducted a background investigation of Lacey McConkey, the Manager Applicant, on the license. Lacey reported no convictions. I found none.

After careful 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, November 20, 2024, Amanda LeMay appeared before the Liquor License Holders Investigatory Board on behalf of Virk Hospitality to discuss their application. Amanda explained that the Holiday Inn Express has a manager's special Monday through Thursday from 5:00 p.m. to 7:00 p.m. Amanda told the Liquor Board that one of three employees oversees the event for their registered guests only. Amanda stated that it is their policy to check the identity of anyone who appears to be under the age of 40. Amanda added that the three employees responsible for these events all attend TIPS training, and anyone 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:

Amanda explained that the business has a small amount of beer and wine in a locked cabinet until the manager's special. Amanda stated that all three employees can do the ordering and inventory.

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

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

The business is open 24 hours a day, all year, but beer and wine are only available to registered guests Monday through Thursday, 5:00 p.m. to 7:00 p.m.

Oversight and accountability regarding the sale of alcoholic beverages will be a priority for the applicant.

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 1821 Frontage Rd, Scottsbluff, Nebraska 69361. It is a hotel that will attract customers when it is open. 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 area businesses 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.

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department has an authorized strength of 33 full-time officers and handled over 18,000 calls for service, not including traffic citations, during 2023. 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 complex. 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. Management's cooperation with the Police Department will help eliminate or diminish potential problems with violations.

EXHIBIT IV

Memo

Date: December 2, 2024
To: Honorable Mayor McKerrigan and Members of the City Council
From: Kimberley Wright, City Clerk
CC: Kevin Spencer, City Manager
Re: Virk Hospitality Scottsbluff, LLC d/b/a Holiday Inn Express and Suites-Scottsbluff, 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 Y	Farm Winery
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

Total Class A Licenses **0**

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 .
Tangled Tumbleweed
Las VII Americas Tortilleria
Flyover Brewing Company (Catering)

802 21st Avenue
1823 Ave. A
1619 East Overland
1824 Broadway

Power House on Broadway, LLC d/b/a Power House Social
(Catering)
Frank Eats, LLC d/b/a Taco De Oro

1721 Broadway
2601 Avenue I

Hotel/Motel

Holiday Inn Express

1821 Frontage Rd.

Taverns/Lounges

Hight's Tavern
Bob's Garage & Bar
RSK Frontside, LLC dba Frontside
Racks Sports Bar, LLC (Catering)

20 West 18th Street
1907 Broadway
1001 Avenue I
1402 East 20th St.- Suite B

Retail

Legacy Cooperative d/b/a Main Street Market Wine & Spirits
(Catering)
Kelley's Liquor (Catering)

401 S. Beltline Hwy West
817 West 27th Street

Clubs

Elks BPO Lodge 1367 (Catering)

1614 1st Avenue

Bowling Alleys

TOTAL CLASS C LICENSES **14**

Class D Licenses

Grocery Stores

Safeway of Western Nebraska
Legacy Cooperative d/b/a Ampride

601 Broadway
3302 Ave. B

Convenience Stores

East "O" Watering Hole
Big Bats
Git N Split
Grass Retail, LLC d/b/a Shortstop
Route 26 Mart (AS 22, LLC)
Maverik Stores Inc.,
Walgreens
Essential Fuel
Essential Fuel
Essential Fuel

503 East Overland
902 West Overland
506 West 27th Street
2002 Avenue I
1722 E 20th Street
920 West 36th St.,
205 West 27th Street
822 South Beltline Hwy W
2319 East Overland
837 27th Street

Chen's Express Mart

405 W. 27th Street

Liquor Stores

Montez Liquor
Cigarette Chain

1311 E Overland Dr.
323 East Overland

Discount/Grocery Stores

Target (Catering)
Wal-Mart Supercenter #867
TOTAL CLASS D LICENSES

17

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
Sweet V's (Catering)
Papa Moon Ciders

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.
3109 Ave. B

Hotel/Motel

Hampton Inn & Suites
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26
902 Wintercreek Dr.

TOTAL CLASS I LICENSES **13**

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

2810 Ave M

TOTAL CLASS W LICENSES **1**

	Class Y License	
Papa Moon Ciders (Catering)		3109 Ave. B

TOTAL CLASS Y LICENSE	1
------------------------------	----------

	<u>Class Z Licenses</u>	
<u>Great Plains Distillery (Catering)</u>		213 West Railway St.
TOTAL CLASS Z LICENSES	1	

TOTAL LICENSES	
Class A	0
Class B	1
Class C	14
Class D	17
Class I	13
Class IB	1
Class L	1
Class W	1
Class Y	1
Class Z	1
TOTAL LICENSES	50

[Type here]

[Type here]

Memo

EXHIBIT V

Date: November 14th, 2024
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Kevin Spencer
Re: Class "C" Liquor License Application
Holiday Inn Express and Suites-Scottsbluff
1821 N. Frontage Rd.
Scottsbluff, NE 69361

Action:

The owners of Holiday Inn Express and Suites-Scottsbluff have applied for a class "C" liquor license in the name of Virk Hospitality Scottsbluff, LLC.

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 1821 N. Frontage Rd. Scottsbluff, NE. is situated in a C-2 (Neighborhood and Retail Commercial) zoning district where a restaurant/bar/tavern are allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances. The properties to the West, South and East are zoned C-2, (Neighborhood and Retail Commercial), the property to the North is zoned AR (Agricultural Residential).
- (2) The off-street parking requirements are 1 space for every room in a hotel occupancy. This requirement is found in 25-5-1 (18) of the City's Municipal Code of Ordinances.
- (3) The use of this property is consistent with the surrounding neighborhood, which is generally business retail and commercial in nature, except for the AR (Agricultural Residential) lot to the North.
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The current population of Scottsbluff is approximately 14,264.

City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
November 20, 2024 – 2:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Wednesday, November 20, 2024 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 November 14, 2024 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: Andrea Margheim, Vice-Chairman, Kevin Spencer, Police Chief/City Manager; Kim Wright, City Clerk; Matt Huck, Scottsbluff Public Schools, Emily Norman, WNCC. Absent: Russ Knight, Chairman, Libby Stobel, City Attorney and Kelli Larson, Panhandle Prevention Coalition.
2. Open Meeting Act – Vice-Chairman Margheim welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.
3. Call Meeting to Order - The meeting was called to order and Wright recorded the proceedings.
4. Changes or additions to the agenda – None.
5. Approve the April 3, 2024 Regular Meeting Minutes – Motion by Spencer, second by Huck to approve the April 3, 2024 Regular Meeting Minutes, motion passed unanimously.

City Attorney Stobel entered the meeting at 2:01 p.m.

6. New Application.
 - a. Ms. Amanda LeMay, Holiday Inn Front Desk employee, was present to answer questions on behalf of Lacey McConkey Liquor License Manager applicant, who was at a conference and could not attend the meeting. Ms. LeMay explained the hotel only serves alcohol Monday through Thursday from 5-7 p.m. This is a complimentary service for guests who are staying at the hotel.
- Mr. Spencer asked what measures they have in place to prevent underage drinking. Ms. LeMay stated the three employees who serve alcohol have all taken the TIPS training and during happy hour they do put out a born-on calendar. She also stated they card anyone that looks under 40 years of age. When asked who orders and takes care of the inventory, Ms. LeMay answered it was herself, Liquor Manager applicant Lacey

McConkey and another employee Danika Engelhaupt. She added the alcohol is kept in a locked cabinet in the breakfast area and the beer is in a kegerator under lock and key, as well. The number of guests they serve during, the small amount of time varies; they serve anywhere between 2 to 30 guests an evening. When asked what would happen if alcohol was served to a minor, Amanda stated they would be terminated.

Committee Member Huck moved to send a positive recommendation for the Class C Liquor License of Virk Hospitality Scottsbluff, LLC d/b/a Holiday Inn Express and Suites-Scottsbluff; Lacy McConkey Manager. The motion was seconded by Police Chief/City Manager Spencer. Motion passed unanimously.

- b. Ms. Nicole Green, Manager applicant for Walgreens Company, was present to answer questions from the committee regarding the manager change to liquor license. Ms. Green stated she has been employed with Walgreens over 21 years, previously working in the pharmacy department. She has since become the store manager due to the retirement of the previous manager.

Mr. Spencer asked what practices they have in place to deter selling to a minor. Ms. Green stated the registers will stop the sale and employees are instructed to scan the license to proceed. When asked what would happen if an employee overrode the machine, Ms. Green stated they would be given a written warning. If they sold to a minor, the employee would be terminated, however.

She added the employees take in house alcohol training through Walgreens and she periodically retrains by going over verbal policies and viewing employees as they work the registers.

When asked where the inventory is kept and who does the ordering, Ms. Green stated either she or the inventory specialist does the ordering. They do not carry back stock and all the inventory is put on the sales floor after it is signed for digitally.

Police Chief /City Manager Spencer moved, seconded by Committee Member Norman to send a positive recommendation for Nicole Green to be the Liquor License Manager of Walgreens, Co. The motion passed unanimously.

7. Liquor License Compliance Issue:

- a. Mr. Jian Bin Chen with Chen's Express Mart was present to explain the liquor license violation his business received earlier this year. Mr. Chen stated they do not sell much beer and the day the violation happened his manager was not feeling well. He has since made a policy that he, only, will check ID's and sell beer in the establishment. He has since paid his fine and undergone his suspension.

Vice-Chairman Margheim moved to adjourn the meeting at 2:19 p.m. The motion was seconded by Committee Member Huck. Motion passed unanimously.

Andrea Margheim, Vice-Chairman

Kim Wright, Secretary

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 8.b

Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission regarding the Class C Liquor License for Virk Hospitality Scottsbluff, LLC d/b/a Holiday Inn Express and Suites-Scottsbluff, and naming Lacey McConkey as the Liquor License Manager.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 8.c

Council to conduct a public hearing set for this date at 6:00 p.m. to consider the Rezone of Tax Lot 4B, Section 27, Township 22 North, Range 55 West of the 6th PM, commonly identified as the northeast corner of Avenue K and South Beltline Highway West from R-1A to C-3.

Staff Contact: Zachary Glaubius

Agenda Statement

Item No.

For Meeting of: 12/2/2024

AGENDA TITLE: Council to conduct a public hearing to consider the Rezone of Tax Lot 4B, Section 27, Township 22 North, Range 55 West of the 6th PM, commonly identified as the northeast corner of Avenue K and South Beltline Highway West from R-1A to C-3.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Zachary Glaubius, Development Services Director

SUMMARY EXPLANATION: At the November 12, 2024 Planning Commission Meeting, the rezone of Tax Lot 4B in 27-22-55 received a positive recommendation on approval. The rezone would change the property from R-1A Single-Family Residential to C-3 Heavy Commercial. The property is commonly identified as the northeast corner of Avenue K and South Beltline Highway West.

BOARD/COMMISSION/STAFF RECOMMENDATION: Positive Recommendation on Approval

Does this item require the expenditure of funds? _____ **yes** _____ **x** **no**
Are funds budgeted? _____ **yes** _____ **x** **no**

If no, comments: _____

Estimated Amount _____

Amount Budgeted _____

Department _____

Account Description _____

Approval of funds available _____

City Finance Director

EXHIBITS

Resolution ☒

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☒

Other (specify) _____

Staff Report

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____

Rev: 12/14/ City Clerk

City Manager



City of Scottsbluff
Zoning Amendment Application
Permit Identifier 2024-4Z

Applicant Name James Neuwirth Applicant Address 1101 S Beltline
Applicant Email zglaubius@scottsbluff.org Applicant Phone 3082251967

Contact Name Contact Address
Contact Email Contact Phone

Property Information

General Location/Address 1101 S Beltline
Legal Description LT 3,LT 4B, 27-22-55 UNPL
Current Zoning District(s) R-1A
Proposed Zoning District: C-3
Does the proposed zoning district abut the property: Yes
Total Area (square feet or acre): 48,030 sq ft

Required Information (§25-15-2)

What is the reason for/intent of the rezone request?

Property has always been used for commercial purposes

Would the proposed zoning district provide a service required by the neighborhood and community?

Yes

Would the proposed zoning district be consistent with sound principles of land?

Yes

Describe how the proposed zoning district would not be injurious to neighboring properties and buildings?

The property has always been used for commercial purposes. The properties are adjacent to commercial zoning to the east

Describe how the proposed zoning district would not create special hazards or problems for the neighborhood and community?

The property has always been used for commercial purposes along with the adjacent property.

Would the proposed zoning district be harmonious and consistent with the City of Scottsbluff Comprehensive Plan for the area?

Yes and No. The 2016 Comprehensive Plan calls for the property to remain residential. However, it is located in the floodplain.

Why should the rezone request be granted?

It will bring a legal nonconforming use into conformance.

Issued By



Scottsbluff City Zoning Map (Rezone) Application

111 West 19th Street, Scottsbluff, NE 69361
Telephone (308) 630-6243 Fax (308) 630-6204
www.scottsbluff.org

Project Information

Application Date:		Number (Office Use Only):
Property Address:		
Current Zone:	Proposed Zone:	Acreage of Property:
Comprehensive Plan Designation:		Comprehensive Plan Amendment Required?

Applicant Information

Applicant: Jim Neuwirth		Property Owner: Jim (James H.) Neuwirth	
Address: 1101 S. Beltline		Telephone: 308. 225. 1967	
City: Scottsbluff	State: NE	Zip: 69361	Alt. Telephone: 308. 225. 1967

City Development Process and Requirements

- Staff Review Time:** Approximately 4 to 5 weeks prior to the Public Hearing date.
- Planning Commission:** Held the second Monday of each month at 6:00 p.m.
- City Council:** Held the first and third Mondays of each month at 6:00 p.m.

All meetings are held in the City Council Chambers at 1818 Avenue A in Scottsbluff.

REQUIREMENTS

- ☐ Pre-application meeting with City Planner
- ☐ Rezone Fees ~~\$100.00~~ plus \$300
- ☐ Cost of postage for everyone within 300 feet + ~~\$3.00~~ per property owner
- ☐ Provide a list (in mailing label format) of property owners within 300 feet of the exterior boundaries of the property to be rezoned together with:
 - ☐ A map(s) that clearly show the ownership within the 300 feet

- ☐ A letter from the property owner giving permission that their property maybe rezoned.
- ☐ Legal description of the property - on disk or emailed to the City Development Service Department in Word format and a map of property to be rezoned.
- ☐ A Letter from the petitioner that the proposed use:
 - ☐ Would provide a service required by the neighborhood and/or community and be consistent with sound land use.
 - ☐ Would not be injurious to the adjacent properties or uses
 - ☐ That rezoning the property would not create special hazards or problems for the neighborhood or community
 - ☐ Would be harmonious and consistent with the plan for the area in the Comprehensive Plan
 - ☐ Why the rezone of the property should be granted.

If any of these items are not submitted with the application City Staff maintains the right to return the application as incomplete.

Rezone Process

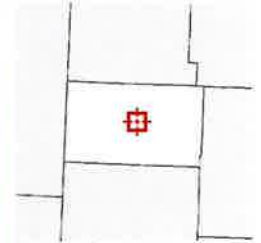
After staff receives a completed application the staff will write a report to the Planning Commission including their recommendation. The Planning Commission will then hold a public hearing (which must be noticed in newspaper 10 days prior to the hearing) pertaining to the Zone Change and either recommend supporting the zone change or not to the City Council. After the Planning Commission the City Council will also hold a public hearing on the rezone request and either approve, approve with conditions or deny the request.



Scotts Bluff County, NE



Overview



Legend

 Tax Parcels

ASSESSOR DATA

Parcel ID	010109692	Alternate ID	n/a	Owner Address	NEUWIRTH/JAMES H & CYNTHIA M
Sec/Twp/Rng	27/22/55	Class	n/a		P O BOX 659
Property Address		Acreage	n/a		SCOTTSBLUFF NE 69363-0659
District	71				
Brief Tax Description	LT 3,LT 4B, 27-22-55 UNPLATTED LANDS				
	(Note: Not to be used on legal documents)				

DISCLAIMER: This map measurement's and all associated data are approximate and not to be used for any official purposes. Scotts Bluff County assumes no liability associated with the use or misuse of this information.

Date created: 10/9/2024

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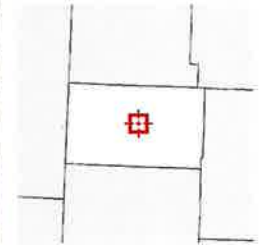
Developed by  **SCHNEIDER**
GEOSPATIAL



Scotts Bluff County, NE



Overview



Legend

☐ Tax Parcels

ASSESSOR DATA

Parcel ID	010109676	Alternate ID	n/a	Owner Address	NEUWIRTH/JAMES H & CYNTHIA M
Sec/Twp/Rng	27/22/55	Class	n/a		P O BOX 659
Property Address		Acreage	n/a		SCOTTSBLUFF NE 69363-0659
District	71				
Brief Tax Description	LT 3, LT 4B, 27-22-55 UNPLATTED LANDS				
	(Note: Not to be used on legal documents)				

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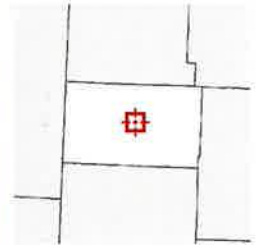
Developed by SCHNEIDER
GEOSPATIAL



Scotts Bluff County, NE



Overview



Legend

 Tax Parcels

ASSESSOR DATA

Parcel ID	010109684	Alternate ID	n/a	Owner Address	NEUWIRTH/JAMES H & CYNTHIA M
Sec/Twp/Rng	27/22/55	Class	n/a		P O BOX 659
Property Address	1105 AVE K	Acreage	n/a		SCOTTSBLUFF NE 69363-0659
District	71				
Brief Tax Description	LT 3, LT 4B, 27-22-55 UNPLATTED LANDS				
	(Note: Not to be used on legal documents)				

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Date created: 10/9/2024

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City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: October 31, 2024

For Hearing of: November 12, 2024



I. GENERAL INFORMATION

- A. Applicant:** Jim Neuwirth
1101 S Beltline Highway West
Scottsbluff, NE 69361
- B. Property Owner:** Same as applicant
- C. Proposal:** Rezone property from R-1A Single-Family Residential to C-3 Heavy Commercial
- D. Legal Description:** Tax Lot 4B, Section 27, Township 22 North, Range 55 West of the 6th PM
- E. Location:** Northeast corner of Avenue K and South Beltline Highway West
- F. Existing Zoning & Land Use:** R-1A Single-Family Residential & Antique Farm Equipment Storage
- G. Size of Site:** Approximately 48,030 sq ft (1.10 acres)

II. BACKGROUND INFORMATION

A. General Neighborhood/Area Land Uses and Zoning:

Direction From Subject Site	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Residential	R-1A Single-Family Residential	Single-Family Dwellings
East	Automotive Commercial	C-3 Heavy Commercial	ABC Nursery and a construction yard
South	Automotive Commercial	A Agricultural	Riverside Park and City Parks Shop
West	Residential	R-1A Single-Family Residential	Mobile Homes, Single-Family Dwelling, and Vacant Lots

III. ANALYSIS

- A. Comprehensive Plan:** The Future Land Use Map of the Comprehensive Plan currently shows the site as Residential.
- B. Traffic & Access:**

1. Access to the properties is via Avenue K and ABC Nursery (Lot 1B Eisele Subdivision)
2. An access easement on Lot 1B Eisele Subdivision provides access to driveway on South Beltline Highway

C. Utilities:

1. Water and sewer mains are located in the right-of-way of Avenue K and South Beltline Highway West
2. Stormwater infrastructure is limited in this area.

IV. STAFF COMMENTS

- A. The rezone is an expansion of the existing C-3 District to the east. Another R-1 District is located closely to the west
- B. The purpose of the rezone is to allow the property owner sell the property as commercial property.
- C. Although the Comprehensive Plan identifies this area as Residential, City Staff recommend this rezone to C-3 Commercial for the following reasons:
 - a. The property is located in the floodplain and per ordinance, the City prefers commercial, agricultural, and industrial uses in the floodplain over residential uses.
 - b. The property has been a legal non-conforming commercial use.
- D. As the City considers Tax Lots as unplatted land, the property will need to be platted prior to future development.

V. FINDINGS OF FACT

A. Findings of Fact to Recommend Its Approval May Include:

1. The proposed rezone reduces the amount of residential land in the floodplain.
2. The rezone would not be injurious to adjacent properties as the lot will remain a residential use.
3. No special hazards or problems will be created from the rezone as the lot will remain a commercial lot and will be less intensive zoning district.

B. Findings of Fact to Not Recommend Approval May Include:

1. The Comprehensive Plan future land use map identifies the land as Residential

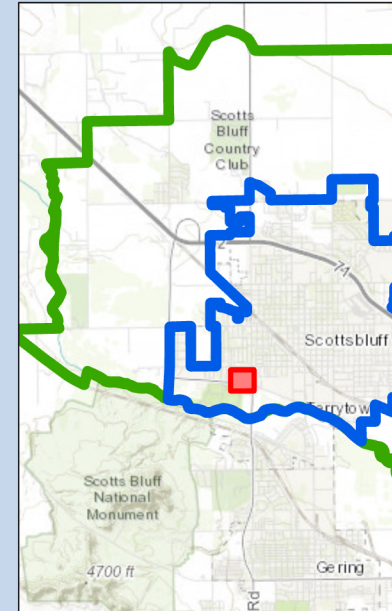
VI. STAFF RECOMMENDATION

- A. Staff recommends Planning Commission make a positive recommendation on approval of the rezone of the Tax Lot 4B 27-22-55 by City Council.

Tax Lots 3 & 4B 27-22-55

Zoning Change from R-1A to C-3

Aerial Overview



Proposed Changes

Street Centerlines

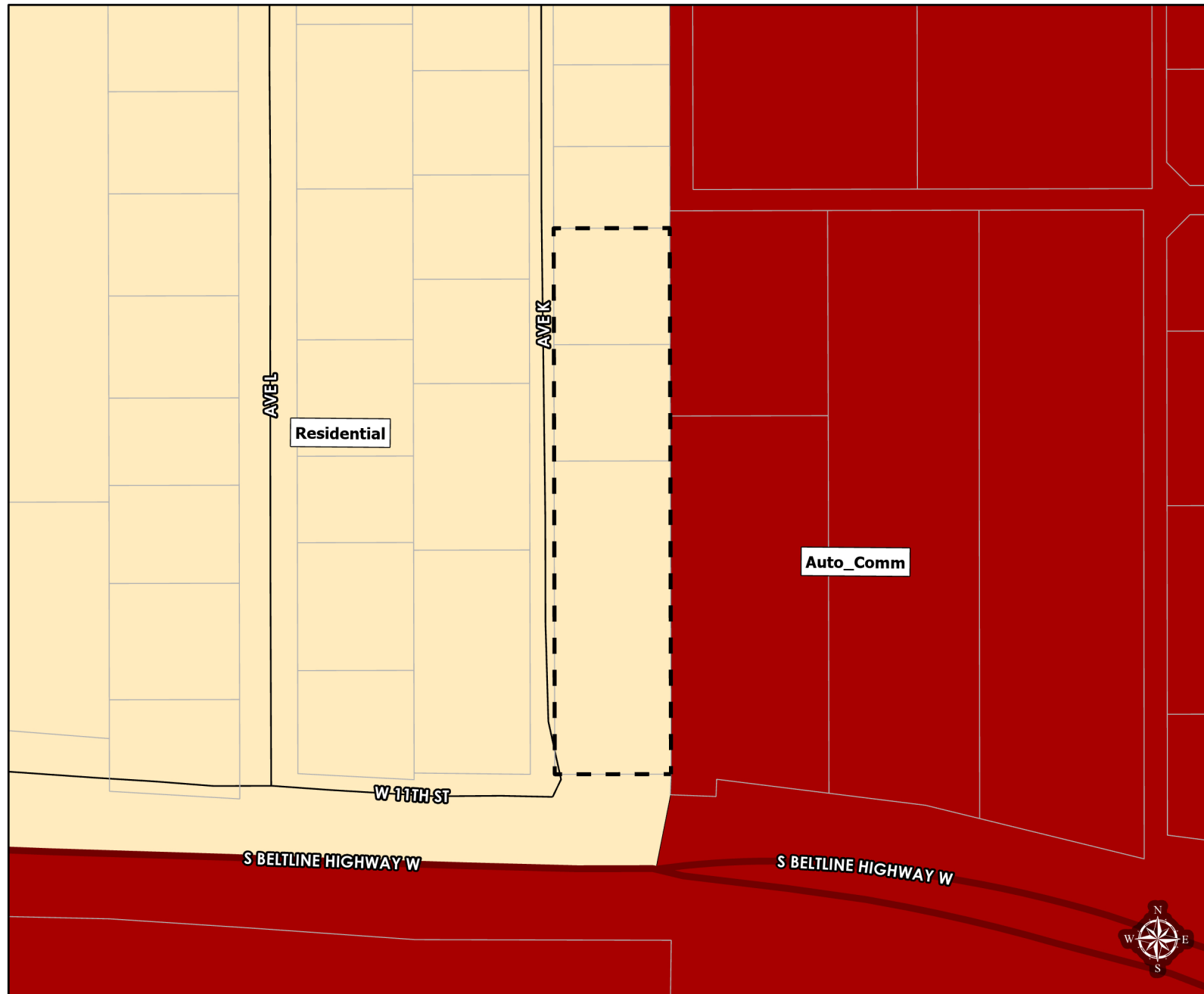
CLASS

- Highway
- Main Road
- Residential/Rural
- Parcels

Taylor Stephens
City of Scottsbluff GIS
Created on 10/24/2024
Coordinate System: NAD 1983 (2011)
StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

Tax Lot 4B Rezone R-1A to C-3



- Proposed Changes**
- Parcel Boundaries
- 2016 Comp. Plan Land Use**
- Automobile Commercial
 - Avenue B and Hospital Campus
 - Central Business District
 - East Overland
 - Highway 26 Commercial
 - Northwest Commercial
 - Residential
 - Rural
 - Rural Residential
 - SE Industrial and Commercial
 - South Broadway
 - WNCC and Surrounding Area
- Street Centerlines**
- Highway
 - Main Road
 - Residential/Rural
- 2016 Comp. Plan Development**
- LTD (10 - 20 yrs)
 - NTD (Less than 5 yrs)
 - STD (5 - 10 yrs)

Taylor Stephens
City of Scottsbluff GIS
Created on 10/31/2024
Coordinate System: NAD 1983 (2011)
StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 8.d

Council to conduct a public hearing set for this date at 6:00 p.m. to consider the Acquisition of Real Estate located at Lots One (1) and Two (2), Block Two (2), Original Town Addition to the City of Scottsbluff, more commonly known as 1722 1st Avenue, Scottsbluff, NE.

Staff Contact: Kevin E Spencer

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 8.e

Council to discuss and consider action on the Real Estate Purchase Agreement with Scottsbluff Public Schools and authorize the Mayor to sign the Agreement.

Staff Contact: Kevin E Spencer

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the “Agreement”) is made on December ___, 2024 by and between Scotts Bluff County School District No. 79-0032 (commonly known as Scottsbluff Public Schools), a Nebraska Political Subdivision (the “Seller”) and the City of Scottsbluff, Nebraska, a municipal corporation (the “Buyer”).

1. Recitals:

a. The Seller owns the following described real estate (the “Real Estate”):

Lots One (1) and Two (2), Block Two (2), Original Town Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska,

More commonly known as 1722 1st Avenue, Scottsbluff, Nebraska.

b. The Seller desires to sell and the Buyer desires to buy the Real Estate, under the terms and conditions set forth below.

2. **Purchase Price:** The “Purchase Price” shall be \$390,000.00, payable in cash or the equivalent at Closing.

3. **Closing and Possession:** Closing shall occur within Thirty (30) days after all conditions to Closing in paragraph 5 below have been met, but in no event shall closing occur later than August 1, 2025. Closing shall occur at a time and place mutually agreeable to the parties. At Closing, the Seller shall deliver to the Buyer a Warranty Deed to the Real Estate. The Buyer shall take possession of the Real Estate at Closing.

4. Performance at Closing:

a. The Buyer shall provide or execute at or before Closing:

i. The Purchase Price.

ii. Evidence that the persons executing the documents on behalf of the Buyer, if applicable, are duly entitled and authorized to do so.

iii. A closing or settlement statement mutually agreeable to the parties.

b. The Seller shall provide or execute at or before Closing:

i. A Warranty Deed to the Real Estate.

ii. Evidence that the person executing the documents on behalf of the Seller is duly entitled and authorized to do so.

iii. Satisfactory evidence of the release or full payment of any and all indebtedness secured by a mortgage or deed of trust on the Real Estate, if any.

iv. Satisfactory title commitment insurance binder showing marketable title in Seller.

v. A closing or settlement statement mutually agreeable to the parties.

5. Conditions to Closing:

a. Closing of this Agreement is conditional upon the City Council of the Buyer authorizing the purchase after a public hearing, and notice thereof, on the matter, as set forth in Neb. Rev. Stat. § 18-1755. The Buyer specifically reserves the right to terminate this Agreement with or without cause following the public hearing on the purchase.

b. Closing of this Agreement is conditional upon the Buyer receiving a title commitment insurance binder showing marketable title can be conveyed by Seller.

c. Closing of this Agreement is conditioned upon the Board of Education of the Seller approving the sale of the Real Estate.

6. Evidence of Title:

The Buyer and Seller agree to divide the cost of a title commitment insurance binder for the Real Estate. If the title commitment insurance binder shows defects in title that make the Real Estate not marketable, the Seller may correct any defects in title before Closing, at Seller's expense. If the Seller elects not to correct any defects in title, the Buyer shall have the option to terminate this Agreement or waive the defect in title at Closing.

7. Taxes:

The Seller shall pay all real estate taxes and special assessments levied against the Real Estate for all years prior to the year of Closing along with all special assessments levied on the Real Estate in full, if any. The real estate taxes for the year of Closing, if any, shall be prorated between the parties to the date of Closing based on the most recent tax statement available. The Seller has not received any notice of special assessments which affect the Real Estate and to the Seller's knowledge, no such assessments are pending or contemplated.

8. Risk of Loss:

Risk of loss for all improvements to the Real Estate shall remain with the Seller until Closing.

9. Inspection and Warranties:

Buyer has personally inspected the Real Estate and is entering into this Agreement based upon that inspection and not any representations or warranties, express or implied, made by the Seller, except as otherwise provided in this Agreement. The Seller agrees to deliver the Real Estate and the Buyer agrees to accept the Real Estate in its present condition "as is", "where is" and without any repair or correction, reasonable wear and tear excepted.

10. Expenses of Sale: Expenses of sale shall be paid as follows:

- a. The Seller shall pay the Documentary Stamp Tax, if any.
- b. The Buyer shall pay all document recording fees imposed by the Scotts Bluff County Register of Deeds.
- c. The Buyer and Seller shall equally divide the cost of any title commitment insurance binder.
- d. The Buyer and Seller shall equally divide all closing fees assessed by any closing agent or company.
- e. Each party shall pay their own realtor fees, attorney's fees and accountant's fees.

11. Termination:

- a. Unless otherwise set forth in this Agreement, this Agreement may be terminated before Closing by mutual agreement of the parties.
- b. If this Agreement terminates according to any of its terms and conditions, it will have no further force or effect except for any provision intended to survive the termination of this Agreement. The parties' rights under this paragraph are cumulative and are in addition to the other rights and remedies available to them under any other agreement or applicable law.

12. Covenants:

- a. Seller agrees and states that it has not entered into any other sales agreement for the Real Estate, and shall not enter into any other agreement after the execution of this Agreement until this Agreement is terminated.
- b. Seller shall not sell, assign, or convey any right, title, or interest in or to the Real Estate, or create or permit to attach any new lien, security interest, easement, encumbrance, charge, or condition affecting the Real Estate.
- c. There are no leasehold or tenancy interests on the Real Estate that shall survive the Closing, and the Seller shall not enter into any new leases, tenancies, or other occupancy arrangements affecting any portion of the Real Estate, unless otherwise authorized to do so by the Buyer.
- d. To the best of Seller's knowledge, there is no actual or threatened suit or claim resulting from any controversy which may adversely affect the Real Estate or its ownership.
- e. To the best of Seller's knowledge, there are no claims for construction liens or any unpaid amounts for labor or materials which would give rise to construction liens on the Real Estate.

f. The Seller has received no notices from any governmental authority indicating that the Real Estate is in violation of any zoning, building, environmental, fire or health codes or similar statutes, or that the Seller's operation of the Real Estate does not comply with all applicable governmental laws, rules and regulations.

g. To the best of Seller's knowledge, there are no latent defects in the Real Estate.

13. Notices: Any notices or other communications to the Seller or the Buyer which are required to be or may be given under this Agreement shall be in writing and shall be deemed to have been given if sent by regular U.S. first class mail, or by certified mail, return receipt requested, or by recognized overnight delivery service to the respective parties to the addresses set out below.

If to Seller

Scottsbluff Public Schools
C/O Dr. Andrew Dick
1722 Avenue A
Scottsbluff, NE 69361

If to Buyer

City of Scottsbluff
c/o Kevin Spencer
2525 Circle Drive
Scottsbluff, NE 69361

14. General Provisions:

a. This Agreement shall not be assignable by either party without the consent of the other party. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. No assignment of all or any portion of this Agreement shall relieve any party of its obligations under this Agreement.

b. The parties agree that time is of the essence with respect to this Agreement.

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

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

e. This Agreement contains the entire agreement of the parties and the terms and provisions of this Agreement supersede all other terms and provisions previously extended to either party. This Agreement may be subsequently amended only in writing signed by all parties.

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

[SIGNATURE PAGE FOR REAL ESTATE PURCHASE AGREEMENT]

SELLER: Scotts Bluff County School District No. 79-0032

BY _____

_____, Board President

Date: _____

BUYER: The City of Scottsbluff, Nebraska

BY _____
Jeanne McKerrigan, Mayor

Date: _____

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 9.a

Council to consider a Resolution authorizing the purchase and acquisition of real estate and approving City Manager Spencer to sign closing documents for the purchase of property from Scottsbluff Public Schools and authorize the Mayor to sign the Resolution.

Staff Contact: Kevin E Spencer

RESOLUTION 24-12-02

WHEREAS, The City of Scottsbluff, Nebraska (“City”) has conducted a Public Hearing, following proper notice, to discuss and consider acquiring real property, by purchase, within the City.

WHEREAS, public input was received and the City Council of the City now, by majority vote, resolves as follows:

NOW, THEREFORE BE IT RESOLVED:

1. The City Council ratifies and approves the Real Estate Purchase Agreement dated December 2, 2024.
2. Pursuant to the Real Estate Purchase Agreement, the City is authorized to acquire by Warranty Deed the following described real property:

Lots One (1) and Two (2), Block Two (2), Original Town Addition
to the City of Scottsbluff, Scotts Bluff County, Nebraska
3. Kevin Spencer, as City Manager of the City, is authorized to execute and accept any and all documents deemed necessary or required in connection with the acquisition which are in the best interests of the City, to complete the acquisition.

Dated: December 2, 2024.

Jeanne McKerrigan, Mayor

ATTEST:

Kimberley Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 9.b

Council to discuss and consider action on the amended Pay Resolution and authorize the Mayor to sign the Resolution.

Staff Contact: Cami Kite

RESOLUTION NO. 24-12-03**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:**

1. That the following Pay Plan for officers and employees of the City of Scottsbluff, Nebraska employed in Classified Positions be approved December 2, 2024 and effective December 2, 2024.

PAY SCHEDULE - GENERAL EMPLOYEES ONLY
HOURLY RATES (Based on 40 hour work week)

Grade	A	B	C	D	E	L1	L2
8	\$14.12	\$14.82	\$15.57	\$16.35	\$17.18	\$18.02	\$18.93
9	\$14.82	\$15.57	\$16.35	\$17.18	\$18.02	\$18.93	\$19.87
10	\$15.57	\$16.35	\$17.18	\$18.02	\$18.93	\$19.87	\$20.87
11	\$16.35	\$17.18	\$18.02	\$18.93	\$19.87	\$20.87	\$21.92
12	\$17.18	\$18.02	\$18.93	\$19.87	\$20.87	\$21.92	\$23.01
13	\$18.02	\$18.93	\$19.87	\$20.87	\$21.92	\$23.01	\$24.16
14	\$18.93	\$19.87	\$20.87	\$21.92	\$23.01	\$24.16	\$25.36
15	\$19.87	\$20.87	\$21.92	\$23.01	\$24.16	\$25.36	\$26.62
16	\$20.87	\$21.92	\$23.01	\$24.16	\$25.36	\$26.62	\$27.97
17	\$21.92	\$23.01	\$24.16	\$25.36	\$26.62	\$27.97	\$29.37
18	\$23.01	\$24.16	\$25.36	\$26.62	\$27.97	\$29.37	\$30.84
19	\$24.16	\$25.36	\$26.62	\$27.97	\$29.37	\$30.84	\$32.38
20	\$25.36	\$26.62	\$27.97	\$29.37	\$30.84	\$32.38	\$34.00
21	\$26.62	\$27.97	\$29.37	\$30.84	\$32.38	\$34.00	\$35.70
22	\$27.97	\$29.37	\$30.84	\$32.38	\$34.00	\$35.70	\$37.48

BI-WEEKLY RATES - EXEMPT EMPLOYEES

Grade	A	B	C	D	E	L1	L2
23	\$2,344.16	\$2,461.37	\$2,584.44	\$2,713.66	\$2,849.34	\$2,991.81	\$3,141.40
24	\$2,461.37	\$2,584.44	\$2,713.66	\$2,849.34	\$2,991.81	\$3,141.40	\$3,298.47
25	\$2,584.44	\$2,713.66	\$2,849.34	\$2,991.81	\$3,141.40	\$3,298.47	\$3,463.39
26	\$2,713.66	\$2,849.34	\$2,991.81	\$3,141.40	\$3,298.47	\$3,463.39	\$3,636.56
27	\$2,849.34	\$2,991.81	\$3,141.40	\$3,298.47	\$3,463.39	\$3,636.56	\$3,818.39
28	\$2,991.81	\$3,141.40	\$3,298.47	\$3,463.39	\$3,636.56	\$3,818.39	\$4,009.31
29	\$3,141.40	\$3,298.47	\$3,463.39	\$3,636.56	\$3,818.39	\$4,009.31	\$4,209.77
30	\$3,298.47	\$3,463.39	\$3,636.56	\$3,818.39	\$4,009.31	\$4,209.77	\$4,420.26
31	\$3,463.39	\$3,636.56	\$3,818.39	\$4,009.31	\$4,209.77	\$4,420.26	\$4,641.28
32	\$3,636.56	\$3,818.39	\$4,009.31	\$4,209.77	\$4,420.26	\$4,641.28	\$4,873.34

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

HOURLY POSITIONS - GENERAL EMPLOYEES ONLY

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
8	Library Technician	18	Waterpark Manager
10	Waterpark Assistant Manager	18	Crew Leader
11	Building & Grounds Custodian	19	Utilities Administrative Coordinator
11	Library Assistant	19	Account Clerk - Finance
14	Record Technician	19	Admin. Assist. - Police Department
14	Human Resources Assistant	19	Development Services Assistant
15	Administrative Services Assistant	20	Cemetery Supervisor
15	Administrative Records Technician	20	Code Administrator I
15	Administrative Assistant	21	Fire Prevention Officer
15	Maintenance Worker – Parks, Cemetery	21	Stormwater Specialist
15	Community Service Officer	21	Senior Account Clerk
15	Compliance Officer		

EXEMPT POSITIONS

Professional, Administrative and Executive

<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
23	Librarian	26	Library Director
23	GIS Coordinator	27	Director of Development Services
23	Code Administrator II	27	Director of Economic Development
23	Recreation Supervisor	27	Director of Parks and Recreation
24	Water System Supervisor	29	Police Captain
24	Wastewater Plant Supervisor	29	Director of Human Resources
24	Environmental Services Supervisor	30	Fire Chief
24	Transportation Supervisor	32	Director of Public Works
24	Parks Supervisor	32	Police Chief
26	City Clerk/Risk Manager	32	Director of Finance

3. That the following pay schedule for officers and employees in Unclassified Positions of the City is approved September 16, 2024 and effective September 23, 2024.

Seasonal and Part-Time Hourly Rates

<u>Class Title</u>	<u>Hourly Pay Schedule</u>			
	1	2	3	4
School Crossing Guard	\$15.00			
Library Page	\$13.50	\$14.00	\$14.50	\$15.00
Laborer	\$13.50	\$14.00	\$14.50	\$15.00
Field Mt. Grdskpr	\$14.00	\$14.50	\$15.00	\$15.50
Waterpark Aide	\$13.50	\$14.00	\$14.50	\$15.00
Lifeguard*	\$14.00	\$14.50	\$15.00	\$15.50

*Lifeguard with Nebraska Certified Pool Operator's License & Assigned to the maintenance of the Waterpark facility will receive an additional \$.30 per hour.

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

4. The Pay Schedule for the positions of Firefighters, Fire Lieutenants and Fire Captains working a 56 hour week shall be the schedule approved in a Resolution adopted by the Mayor and City Council on September 16, 2024 and effective September 23, 2024.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 Hour Week)</u>							
	1	2	3	4	5	6	7	8
Firefighter	\$17.23	\$18.09	\$19.00	\$19.95	\$20.94	\$21.99	\$23.09	\$24.24
Fire Lieutenant	\$19.62	\$20.60	\$21.63	\$22.71	\$23.85	\$25.04	\$26.29	\$27.61
Fire Captain	\$21.91	\$23.01	\$24.16	\$25.36	\$26.63	\$27.96	\$29.36	\$30.83

5. That the Pay Schedule for the position of Patrol Officer, Corporal and Police Sergeant shall be the Schedule approved in a resolution approved by the Mayor and City Council on September 16, 2024 and effective September 23, 2024.

<u>Class Title</u>	<u>Hourly Pay Schedule</u>						
	1	2	3	4	5	6	7
Patrol Officer	\$27.32	\$28.69	\$30.12	\$31.63	\$33.21	\$34.87	\$36.61
Police Detective	\$29.03	\$30.48	\$32.01	\$33.61	\$35.29	\$37.05	\$38.90
Police Corporal	\$29.03	\$30.48	\$32.01	\$33.61	\$35.29	\$37.05	\$38.90
Police Sergeant	\$32.04	\$33.64	\$35.32	\$37.09	\$38.94	\$40.89	\$42.94

6. That the following Pay Schedule for the above listed IBEW eligible positions of the City of Scottsbluff, Nebraska employed in Classified Positions be approved September 16, 2024 and effective September 23, 2024.

Pay Schedule - IBEW Eligible Employees Only Hourly Rates (Based on 40 hour work week)								
<u>Grade</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>L1</u>	<u>L2</u>	<u>L3</u>
1	17.47	18.34	19.26	20.22	21.23	22.30	23.41	24.58
2	18.34	19.26	20.22	21.23	22.30	23.41	24.58	25.81
3	19.26	20.22	21.23	22.30	23.41	24.58	25.81	27.10
4	20.22	21.23	22.30	23.41	24.58	25.81	27.10	28.46
5	21.23	22.30	23.41	24.58	25.81	27.10	28.46	29.88
6	22.30	23.41	24.58	25.81	27.10	28.46	29.88	31.37
7	23.41	24.58	25.81	27.10	28.46	29.88	31.37	32.94
8	24.58	25.81	27.10	28.46	29.88	31.37	32.94	34.59
9	25.81	27.10	28.46	29.88	31.37	32.94	34.59	36.32
10	27.10	28.46	29.88	31.37	32.94	34.59	36.32	38.13

HOURLY POSITIONS - IBEW EMPLOYEES ONLY			
<u>Grade</u>	<u>Class Titles</u>	<u>Grade</u>	<u>Class Titles</u>
3	Maintenance Worker – Compost Facility	5	Water System Operator I
3	Motor Equipment Operator	6	Compost Facility Operator II
3	Wastewater Plant - Maintenance Worker	7	Wastewater Plant Operator II
4	Environmental Services Solid Waste Operator	7	Mechanic-Environmental Services
4	Heavy Equipment Operator	7	Mechanic-Transportation
5	Traffic Control Tech	7	Water System Operator II
5	Wastewater Plant Operator I	7	Construction Locator Specialist

8. Resolution No. 24-09-02 and all other resolutions in conflict with this resolution are repealed.

Passed and approved this 2nd day of December, 2024.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 9.c

Council to consider action on the first reading of the Ordinance to consider the Rezone of Tax Lot 4B, Section 27, Township 22 North, Range 55 West of the 6th PM, commonly identified as the northeast corner of Avenue K and South Beltline Highway West from R-1A to C-3.

Staff Contact: Zachary Glaubius

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT TAX LOT 4B A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, CURRENTLY ZONED AS R-1A SINGLE FAMILY RESIDENTIAL, WILL NOW BE INCLUDED IN C-3 HEAVY COMMERCIAL, REPEALING PRIOR SECTION 25-1-4, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Section 25-1-4 of the Municipal Code is amended to provide as follows:

“25-1-4. Zones; location; maps. The boundaries of the zoning districts created in this chapter are shown on the zoning district map which is made a part of this municipal code. The zoning district map and all information shown thereon shall have the same force and effect as if fully set forth and described herein. The official zoning district map shall be identified by the signature of the Mayor, attested by the City Clerk under the following statement:

This is to certify that this is the official zoning district map described in §25-1-4 of the Scottsbluff Municipal Code, passed this ____ day of _____, 2024.”

Section 2. Previously existing Section 25-1-4 and all other Ordinances and parts of Ordinances in conflict with this Ordinance, are repealed. Provided, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

Section 3. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED AND APPROVED on _____, 2024.

Mayor

ATTEST:

City Clerk (Seal)

Approved as to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 10.a

Council to discuss and consider action on the Manager Change Amendment from the Nebraska Liquor Control Commission naming Nicole Green as the Liquor License Manager of Walgreens Co., 205 W. 27th Street, Scottsbluff, NE.

Staff Contact: Kimberley Wright



Application Copy

File Number: 50511

AMENDMENT TYPE Manager Change Amendment	APPLICATION DATE RECEIVED 2024-10-16
CURRENT MANAGER NAME VICKIE S MARTINEZ	CURRENT MANAGER EMAIL
NEW MANAGER NAME NICOLE GREEN	NEW MANAGER EMAIL MGR.07383@store.walgreens.com

QUESTIONS

Class D Beer, Wine, Spirits Off S

1. What is the premises manager's name?
Nicole Green
2. What is the manager's address?
205 W. 27th Street Scottsbluff, NE 69361 (business address)
Personal address: 1301 Avenue F Scottsbluff NE 69361
3. What is the manager's phone number?
308-635-3296 (business phone number)
Personal phone: 308-631-0421
4. What is the manager's email address? An email will be sent to them to obtain their personal information.
nicole.green@walgreens.com

5. What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Scotts Bluff County

6. Is the manager married?

Yes

Spouse Name: Anthony Green

Email: nlgreen09@yahoo.com

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

Has the new manager, 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 (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION

Yes

(document uploaded)

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

Yes

9. Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

Training in selling alcohol

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Explanation of Convictions/Guilty Pleas	07383 Conviction 10.16.24.pdf	DUI CONVICTION

APPLICANT

Walgreen Co.

DECLARATION

☒ I (We) the applicant(s) agree and consent

I declare under penalty of perjury that I have read the contents of this amendment application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Memo

To: Mayor and Council
From: Kevin E Spencer, City Manager
CC: liquor file
Date: November 26, 2024
Re: Nicole Green manager application Class D Liquor License Number D-088633, Walgreens Co., LLC dba: Walgreens, 205 West 27th Street, Scottsbluff, NE 69361

The applicant, Nicole Green, was investigated for suitability as the Walgreen liquor license manager. Nothing was discovered to prohibit Nicole from holding a manager's position under the license. Nicole disclosed a Driving Under the Influence conviction; however, I did not find it in her record indicating to me it was old and out of the area.

Nicole has been a Walgreens employee for many and is becoming the store manager due to the current manager's retirement.

Respectfully,


Kevin E. Spencer
Chief of Police

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 11.a

Council to consider awarding the bid for two, new, one-half ton, four-wheel drive pickup trucks, for the Parks Department, to Transwest Ford in the amount of \$90,000.

Staff Contact: Matthew Carpenter

Agenda Statement

Item No.

For Meeting of: December 2, 2024

AGENDA TITLE: Council to consider awarding the bid for two new ½ ton 4-wheel drive trucks to Transwest Ford in the amount of \$90,000.00

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks & Recreation Department

PRESENTATION BY: Kevin Spencer, City Manager

SUMMARY EXPLANATION: A total of 3 bids were received for two 2025, ½ ton 4-wheel drive trucks. Two of the bids met specifications and one did not. The specs called for a V8 engine and Dodge no longer makes a V8 engine. The Parks & Recreation Department will trade in a 1999 & 2001 Ford F-150 towards the purchase of the new trucks.

Transwest Ford: \$90,000.00

Reganis Dodge: \$86,500.00 (didn't meet specs)

Team Chevrolet: \$92,594.00

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff recommends that Council award the bid for two ½ ton 4-wheel drive trucks to Transwest Ford in the amount of \$90,000.00. The Ford trucks met specs and was the low bidder over the Chevrolet trucks. The Ford trucks also include more safety features and towing capacity.

Does this item require the expenditure of funds?

 X yes no

Are funds budgeted?

 X yes no

If no, comments:

Amount Budgeted \$110,000

Department Parks & Recreation Department

Account Description Equipment

Approval of funds available _____

City Finance Director

EXHIBITS

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

Other (specify) Bid Proposals

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____

City Manager

BID FORM
FOR FURNISHING TWO (2), NEW ½ TON 4 WHEEL DRIVE CREW CAB PICKUP TRUCKS

Mayor and City Council
Scottsbluff, Nebraska

I (we) have examined the Notice to Bidders, dated November 4, 2024, Instructions to Bidders, and the Specifications, and submit the following bid to furnish Two, New, ½ Ton, 4 Wheel Drive Crew Cab Pickup Trucks.

One	<u>2025</u>	<u>Ford</u>	<u>F-150</u>	<u>Crew Cab 4X4</u>	<u>\$ 46,800.00</u>
	Year	Make		Model	Bid Price
Two	<u>2025</u>	<u>Ford</u>	<u>F-150</u>	<u>Crew Cab 4X4</u>	<u>\$ 46,800.00</u>
	Year	Make		Model	Bid Price

TRADE-IN

1999 Ford F-150 Pickup Truck, VIN: 2FTRF17W5XCA38543, with 104,373 miles.

\$ 1,800.00
Trade Price

2001 Ford F-150 Pickup Truck, VIN: 1FTRF17W51NB33086, with 108,452 miles.

\$ 1,800.00
Trade Price

Total Cost - Bid Price less Trade-in \$ 90,000.00

My Bid for the above described – Two, New, ½ Ton, 4 Wheel Drive Crew Cab Pickup Trucks, less trade-in is:

Ninety Thousand Dollars & no/100
(amount written out fully)

If the City places an order with my dealership for the specified truck, I hereby certify I will deliver new trucks on or before: 03 30 2025 which meets the specifications included with this proposal.
Month Day Year

Signature of Bidder: Brian S Collar

Name of Bidder: Transwest Ford LLC

Company Represented by Bidder: BRIAN S COLLAR

Address of Bidder: 1515 East 20th St Scottsbluff NE

Telephone & Fax Number of Bidder: 307-534-5852 308-635-2773

BID FORM
FOR FURNISHING TWO (2), NEW ½ TON 4 WHEEL DRIVE CREW CAB PICKUP TRUCKS

Mayor and City Council
Scottsbluff, Nebraska

I (we) have examined the Notice to Bidders, dated November 4, 2024, Instructions to Bidders, and the Specifications, and submit the following bid to furnish Two, New, ½ Ton, 4 Wheel Drive Crew Cab Pickup Trucks.

One	<u>2025</u>	<u>RAM</u>	<u>1500 Tradesman</u>	<u>45,000.-</u>
	Year	Make	Model	Bid Price
Two	<u>2025</u>	<u>RAM</u>	<u>1500 Tradesman</u>	<u>45,000.-</u>
	Year	Make	Model	Bid Price

TRADE-IN

1999 Ford F-150 Pickup Truck, VIN: 2FTRF17W5XCA38543, with 104,373 miles. 2WD

\$ 1500.-
Trade Price

2001 Ford F-150 Pickup Truck, VIN: 1FTRF17W51NB33086, with 108,452 miles. 2WD

\$ 2000.-
Trade Price

Total Cost - Bid Price less Trade-in \$ 86,500.-

My Bid for the above described – Two, New, ½ Ton, 4 Wheel Drive Crew Cab Pickup Trucks, less trade-in is:

\$86,500.-

(amount written out fully)

If the City places an order with my dealership for the specified truck, I hereby certify I will deliver new trucks on or before: _____ which meets the specifications included with this proposal.
Month Day Year

Signature of Bidder: Jim Regan

Name of Bidder: Regan's Auto Center

Company Represented by Bidder: Jim Regan

Address of Bidder: 2006 E. Overland

Telephone & Fax Number of Bidder: 308-632-8200

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 11.b

Council to consider awarding the bid for the Riverside Park Facilities Hail Damage Repair to Twin City Roofing & Sheet Metal, Inc. in the amount of \$97,652.32.

Staff Contact: Matthew Carpenter



November 26, 2024

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

RE: Riverside Park Facilities Hail Damage Repair

Dear Mayor and City Council:

Bids were received and opened at 1:00 p.m. on November 26, 2024 at City Hall, Scottsbluff, Nebraska for the above referenced project. Two (2) bids were received. The number of bids received is more in line with what this regional typically gets and hope that future projects will experience the same. The bids received were as follows:

	<u>Total Bid</u>
Twin City Roofing & Sheet Metal, Inc.	\$97,652.32
Shank Roofing	\$111,313.79
Engineers Estimate	\$120,667.78

The Engineer's Estimate was based upon the insurance adjuster's estimate. We have reviewed the contractor's bid documents and would recommend award of the project to Twin City Roofing in the amount of \$97,652.32.

Sincerely,

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

David Schaff, P.E.

G:\Jobs\RM240125-00 2023 City of Scottsbluff Hail Damage\004 Parks and Rec - Riverside\RecommendofAward.doc

City of Scottsbluff Hail Damage - Riverside Park Facilities City of Scottsbluff, NE Bid Date: November 26, 2024 1:00 PM Mountain Time				Twin City Roofing 925 E Country Club Road Gering, NE 69341		Shank Roofing 1113 East Overland Scottsbluff, NE 69361		Engineers Estimate	
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
SB23-0124-CC Park and Rec									
16-1 Park Maintenance Building									
Roof									
1	Remove and Replace Metal Roofing - Ribbed - 26 Gauge	SF	13696	\$ 5.35	\$ 73,273.60	\$ 6.10	\$ 83,545.60	6.6	\$ 90,393.60
2	Remove and Replace Ridge Cap	LF	170	\$ 4.72	\$ 802.40	\$ 6.25	\$ 1,062.50	8.28	\$ 1,407.60
3	Remove and Replace Gable Trim, 26 Gauge	LF	186	\$ 5.29	\$ 983.94	\$ 6.50	\$ 1,209.00	6.58	\$ 1,223.88
4	Remove and Replace Closure Strips	LF	880	\$ 1.75	\$ 1,540.00	\$ 2.00	\$ 1,760.00	2.58	\$ 1,754.40
5	Antenna - Detach & Reset	EA	1	\$ 100.00	\$ 100.00	\$ 40.28	\$ 40.28	102.95	\$ 102.95
6	Remove and Replace Furnace Vent	EA	1	\$ 150.00	\$ 150.00	\$ 51.96	\$ 51.96	80.96	\$ 80.96
Exterior									
7	Remove and Replace Gutter/Downspout - box - Galvanized 7" to 8"	LF	340	\$ 12.85	\$ 4,369.00	\$ 17.10	\$ 5,814.00	18.88	\$ 6,419.20
SB23-0124-JWJ									
7 - Kiwanis Picnic Shelter									
8	Remove and Replace Metal Roofing - Ribbed - 26 Gauge	SF	576	\$ 5.35	\$ 3,081.60	\$ 6.10	\$ 3,513.60	6.53	\$ 3,761.28
9	Remove and Replace Ridge Cap	LF	24	\$ 4.72	\$ 113.28	\$ 6.25	\$ 150.00	6.84	\$ 164.16
10	Remove and Replace Gable Trim, 26 Gauge	LF	96	\$ 5.29	\$ 507.84	\$ 6.50	\$ 624.00	5.84	\$ 560.64
11	Remove and Replace Closure Strips	LF	96	\$ 1.75	\$ 168.00	\$ 2.00	\$ 192.00	2.26	\$ 216.96
SB23-0124-L									
7-1 Picnic Area Restroom									
12	Remove and Dispose of Comp Shingles	SF	714	\$ 0.50	\$ 357.00	\$ 0.60	\$ 428.40	0.61	\$ 435.54
13	Drip Edge	LF	108	\$ 2.00	\$ 216.00	\$ 2.30	\$ 248.40	2.46	\$ 265.68
14	Laminated - Comp Shingle	SF	800	\$ 2.05	\$ 1,640.00	\$ 2.65	\$ 2,120.00	3.41	\$ 2,728.00
15	Ridge Cap	LF	24	\$ 3.85	\$ 92.40	\$ 7.10	\$ 170.40	3.85	\$ 92.40
16	Remove and Replace Skylight - Double Dome Fixed	EA	1	\$ 800.00	\$ 800.00	\$ 497.00	\$ 497.00	388.31	\$ 388.31
17	Flashing - Pipe Jack	EA	1	\$ 30.00	\$ 30.00	\$ 48.00	\$ 48.00	41.21	\$ 41.21
SB23-0124-L									
Elks Picnic Shelter									
18	Remove and Replace Aluminum Coating - Without Fiber	SF	1360	\$ 1.50	\$ 2,040.00	\$ 0.91	\$ 1,237.60	0.82	\$ 1,115.20
Dog Park Shelter 1									
19	Remove and Replace Metal Roofing - Ribbed - 26 Gauge	SF	100	\$ 5.50	\$ 550.00	\$ 6.35	\$ 635.00	6.53	\$ 653.00
Dog Park Shelter 2									
20	Remove and Replace Metal Roofing - Ribbed - 26 Gauge	SF	100	\$ 5.50	\$ 550.00	\$ 6.35	\$ 635.00	6.53	\$ 653.00
SB23-0124-J									
7-2 Campground Shower/Restroom									
21	Remove and Replace Metal Roofing - Ribbed - 26 Gauge	SF	974	\$ 5.35	\$ 5,210.90	\$ 6.10	\$ 5,941.40	6.53	\$ 6,360.22
22	Remove and Replace Ridge Cap	LF	33	\$ 4.72	\$ 155.76	\$ 6.25	\$ 206.25	8.28	\$ 273.24
23	Remove and Replace Gable Trim, 26 Gauge	LF	60	\$ 5.29	\$ 317.40	\$ 6.50	\$ 390.00	6.58	\$ 394.80
24	Remove and Replace Closure Strips	LF	132	\$ 1.75	\$ 231.00	\$ 2.00	\$ 264.00	2.58	\$ 340.56
SB23-0124-K									
7-4 Wood Kayak Shed									
25	Remove and Dispose of Comp Shingles	SF	152	\$ 0.50	\$ 76.00	\$ 0.60	\$ 91.20	0.58	\$ 88.16
26	Drip Edge	LF	50	\$ 2.00	\$ 100.00	\$ 2.30	\$ 115.00	2.46	\$ 123.00
27	Flashing - Pipe Jack	EA	3	\$ 30.00	\$ 90.00	\$ 48.00	\$ 144.00	41.21	\$ 123.63
28	3 Tab - 25 yr. Comp Shingle Roofing	SF	200	\$ 2.05	\$ 410.00	\$ 2.47	\$ 494.00	2.3	\$ 460.00
29	Hip/Ridge Cap - Composition Shingles	LF	12	\$ 3.85	\$ 46.20	\$ 7.10	\$ 85.20	3.85	\$ 46.20
				\$	\$ 97,652.32	\$	\$ 111,313.79	\$	\$ 120,657.78

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 11.c

Council to consider awarding the bid for a new Kubota MX5400HST Utility Tractor, for the Parks Department, to Sandberg Implement, Inc. in the amount of \$39,649.39.

Staff Contact: Matthew Carpenter

Agenda Statement

Item No.

For Meeting of: December 2, 2024

AGENDA TITLE: Council to consider awarding the bid for a new Kubota MX5400HST Utility Tractor to Sandberg Implement, Inc. in the amount of \$39,649.39.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks & Recreation Department

PRESENTATION BY: Kevin Spencer, City Manager

SUMMARY EXPLANATION: This is a Sourcewell bid for the Kubota Utility Tractor provided by Sandberg that met specifications for the purchase of a new MX5400 Utility Tractor for the Parks & Recreation Department.

Kubota MX5400HST: \$49,593.17
Sourcewell Discount: \$9,943.78
Final Price: \$39,649.39

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff recommends that Council award the bid for a Kubota MX5400HST Utility Tractor to Samberg Implement in the amount of \$39,649.39.

Does this item require the expenditure of funds?

 X yes no

Are funds budgeted?

 X yes no

If no, comments:

Amount Budgeted	\$60,000
Department	Parks & Recreation Department
Account Description	Equipment

Approval of funds available _____
City Finance Director

EXHIBITS

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

Other (specify) Sourcewell Bid

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

APPROVAL FOR SUBMITTAL: _____
City Manager

-- Standard Features --

-- Custom Options --



M Series

MX5400HST
UTILITY TRACTOR, 4WD, 2 POST FOLDABLE ROPS, HST
TRANSMISSION

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V2403
Direct injection
4 Cyl. 148.6 cu. in.
^ 53.8 Net Eng. HP
^ 46.5 PTO HP
@ 2700 Eng. rpm
EPA Tier 4 Emmission Cert.
Turbo Common Rail Electronic Fuel Injection
12V - 600 CCA Battery
Charging Output 45 Amps

FLUID CAPACITY

Fuel Tank 13.5 gal
Cooling System 6.9 qts
Crankcase with filter 7.4 qts
Transmission and
Hydraulics 11.6 gal

POWER TAKE OFF

Live-Independent Hydraulic
540 rpm Rear PTO
@ 2700 Eng. rpm
SAE Std 1 3/8" Six Spline

HYDRAULICS

Open Center - Gear Pump
4.9 gpm Power Steering
9.5 gpm Remote/3 Pt. Hitch
14.4 gpm Total Hyd. Flow
Cat I/II 3-point Hitch
At lift Point 2870 lbs.
24" Behind 2310 lbs.
Telescoping Lower Links
Telescoping Stabilizers

SAFETY EQUIPMENT

2-Post Foldable ROPS w/
Retractable Seat Belt
Flip-Up PTO Shield
Safety Start Switches
Parking Brakes
Electric Key Shut Off
Turn Signals
SMV Sign

^ Manufacturer Estimate

FRONT AXLE

Hydrostatic Power Steering
4WD: Cast Iron, Bevel Gear

TRANSMISSION

3 Range Low/Med/High
Cruise Control Standard
Mech. Wet Disc Brakes
Left Side Brake Pedals
Rear Differential Lock

OPERATORS PLATFORM

Semi-Flat Deck w/Hanging Pedals
High Back Seat with Adjustable
Suspension
Rubber Floor Mat
Stationary PTO Switch
Cup Holder
Color Coded Controls

INSTRUMENTS

Tachometer/Hour Meter
Fuel Gauge Meter
Warning Symbols
Coolant Temperature Meter

SELECTED TIRES

sub56
FRONT - 29x12.50-15 R3 TITAN MULTITRAC
REAR - 44x18-20 R3 TITAN MULTITRAC 8STUD

MX5400HST Base Price: \$35,917.00

(1) 1ST POS LEVER KIT MX5400/MX6000 ROPS MX6881A-1ST POS LEVER KIT MX5400/MX6000 ROPS	\$616.00
(1) DOUBLE ACTING VALVE FOR MX L8303-DOUBLE ACTING VALVE FOR MX	\$303.00
(1) LOADER VALVE FOR ROPS MODELS MX2131-LOADER VALVE FOR ROPS MODELS	\$934.00
(1) FRONT LOADER MX SERIES W/O VALVE LA1065A-FRONT LOADER MX SERIES W/O VALVE	\$5,517.00
(1) QUICK ATTACH 72" MATERIAL BUCKET L2236-QUICK ATTACH 72" MATERIAL BUCKET	\$817.00
(1) BUCKET/ATTACHMENT LEVEL INDICATOR (ROD TYPE) MX2140-BUCKET/ATTACHMENT LEVEL INDICATOR (ROD TYPE)	\$91.00
(2) WHEEL WEIGHT LM8124-WHEEL WEIGHT	\$984.00
(2) BOLT KIT FOR BL8069 - 1 PER WEIGHT BL8049-BOLT KIT FOR BL8069 - 1 PER WEIGHT	\$20.00
Configured Price:	\$45,199.00
Sourcewell Discount:	(\$9,943.78)
SUBTOTAL:	\$35,255.22
Factory Assembly:	\$325.00
Dealer Assembly:	\$806.67
Freight Cost:	\$862.50
PDI:	\$400.00
Setup--Tires	\$2,000.00

Total Unit Price: \$39,649.39

Quantity Ordered: 1

Final Sales Price: \$39,649.39

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 11.d

Council to consider awarding the bid for a new Kubota RTV-X1100, for the Parks Department, to Sandberg Implement, Inc. in the amount of \$25,569.05.

Staff Contact: Matthew Carpenter

Agenda Statement

Item No.

For Meeting of: December 2, 2024

AGENDA TITLE: Council to consider awarding the bid for a new Kubota RTV-X1100 to Sandberg Implement, Inc. in the amount of \$25,569.05.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks & Recreation Department

PRESENTATION BY: Kevin Spencer, City Manager

SUMMARY EXPLANATION: This is a Sourcewell bid for the Kubota RTV provided by Sandberg that met specifications for the purchase of a new RTV for the Parks & Recreation Department. This bid includes the trade-in of our 2007 RTV-900 for \$3,000.00 trade allowance.

Kubota RTV-1100: \$35,407.75
Sourcewell Discount: \$6,838.70
Trade Allowance: \$3,000.00
Final Price: \$25,569.05

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff recommends that Council award the bid for a Kubota RTV-X1100 to Samberg Implement in the amount of \$25,569.05.

Does this item require the expenditure of funds?

X yes ____ no

Are funds budgeted?

X yes ____ no

If no, comments:

Amount Budgeted	\$40,000
Department	Parks & Recreation Department
Account Description	Equipment

Approval of funds available _____
City Finance Director

EXHIBITS

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

Other (specify) Sourcewell Bid

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

APPROVAL FOR SUBMITTAL: _____
City Manager

-- Standard Features --

-- Custom Options --



V Series RTV-X1100CWL-H
*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D1105
3 Cyl. 68.5 cu in
+24.8 Gross Eng HP
75 Amp Alternator

TRANSMISSION

VHT-X
Variable Hydro Transmission
Forward Speeds:
Low 0 - 15 mph
High 0 - 25 mph
Reverse 0 - 17 mph
Limited-slip Front Differential
Rear differential lock

HYDRAULICS

Hydrostatic Power Steering
with manual tilt-feature
Hydraulic Cargo Dump
Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal
Cooling 8.3 qts
Engine Oil 4.3 qts
Transmission Oil 1.8 gal
Brake Fluid 0.4 qts

CARGO BOX

Width 57.7in
Length 40.5 in
Depth 11.2 in
Load Capacity 1102 lbs
Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

KEY FEATURES

Factory Cab w/ A/C, Heater,
Defroster
Fully opening roll-down door
windows
Digital Multi-meter
Speedometer
Pre-wired w/ speakers/antenna for
stereo
Front Independent Adjustable
Suspension
Rear Independent Adjustable
Suspension
Brakes - Front/Rear Wet Disc
Rear Brake Lights / Front
Headlights
2" Hitch Receiver, Front and Rear
Deluxe 60/40 split bench seats
with driver's side seat adjustment
Underseat Storage Compartments
Deluxe Front Guard
(radiator guard, bumper, and lens
guard)

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS
Horn
Dash-mounted Parking Brake
Spark Arrestor Muffler
Retractable 2-point Seat Belts

DIMENSIONS

Width 63.2 in
Height 79.5 in
Length 120.3 in
Wheelbase 80.5 in
Tow Capacity 1300 lbs
Ground Clearance 10.4 in
Suspension Travel 8 in
Turning Radius 13.1 ft

Factory Spray-on Bedliner
"L" Models Only

Bright Alloy Wheels (Silver-
painted)

Silver-painted with machined
surface
"S" Models only

TIRES AND WHEELS

Heavy Duty Worksite 25 x 10 - 12, 6 ply

RTV-X1100CWL-H Base Price: \$26,399.00

(1) 3RD FUNCTION HYD VALVE UPGRADE KIT \$489.00
V5233-3RD FUNCTION HYD VALVE UPGRADE KIT

(1) AUX HYDRAULIC PUMP D1105 \$589.00
V5272-AUX HYDRAULIC PUMP D1105

(1) 2ND FUNCTION HYDRAULIC VALVE KIT \$3,339.00
V5232A-2ND FUNCTION HYDRAULIC VALVE KIT

(1) HYDRAULIC OUTLET COUPLER KIT \$269.00
V5276-HYDRAULIC OUTLET COUPLER KIT

Configured Price: **\$31,085.00**

Sourcewell Discount: **(\$6,838.70)**

SUBTOTAL: **\$24,246.30**

Dealer Assembly: **\$852.50**

Freight Cost: **\$881.25**

PDI: **\$400.00**

Hydraulics Installed and Radio **\$2,189.00**

Trade Allowance for 2007 RTV900 **(\$3,000.00)**

Total Unit Price: \$25,569.05

Quantity Ordered: 1

Final Sales Price: \$25,569.05

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 12.a

Council to discuss and consider action on the Scotts Bluff County Keno Remote Location Operation Agreement and authorize the Mayor to sign the Agreement.

Staff Contact: Kevin E Spencer

SCOTTS BLUFF COUNTY KENO
REMOTE LOCATION OPERATION AGREEMENT

Parties:

This Agreement made and entered into this 18th day of November, 2024, by and between Scotts Bluff County, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as OPERATOR, and the City of Scottsbluff, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as CITY.

Term:

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

Equipment:

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

Proceeds:

OPERATOR agrees to contribute to CITY one percent (1%) of the gross proceeds from OPERATOR'S main facility located at 1001 Avenue I, Scottsbluff, and five percent (5%) of the gross proceeds of each of the following satellite keno operations within the city corporate limits located at Rack's Wine & Spirits , 1402 East 20th Street, Scottsbluff, Nebraska 69361, and any other satellites locations established during the term of this agreement.

From each and every additional satellite keno location commencing operation after November 18, 2024, within the CITY corporate limits, OPERATOR agrees to contribute to CITY during the term of this agreement in connection with the operation of any such satellite location as follows:

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

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

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

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

Consideration:

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

Community Development:

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

Hold Harmless and Indemnification:

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

Default:

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

Miscellaneous:

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

Dated this ____ day of _____, 20__.

CITY OF SCOTTSBLUFF, NEBRASKA
2525 Circle Drive
Scottsbluff, NE 69361

By

Mayor

ATTEST:

City Clerk

SCOTTS BLUFF COUNTY, NEBRASKA
1825 10th Street
Gering, NE 69341

Mark Harris	Chairman of the Board
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Charlie Knapper	Vice-Chair of Board
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Mark Harris	Member
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Mike Blue	Member
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Ken Meyer	Member
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ATTEST:

County Clerk

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 13.a

Council to recognize Angela Scanlan and Jordan Colwell for their years of service to the Scottsbluff City Council.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 14.a

Announcement of names of individuals qualified to be seated as members of the City Council and pledging Oath of Office by the newly elected Council and acknowledgment that appropriate bonds are in place. Newly elected Council Members are seated.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 14.b

Roll Call of New Council.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 14.c

Election of Mayor/President of the Council

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 14.d

Election of Vice President of the Council

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, December 2, 2024

Regular Meeting

Item 14.e

Council to consider appointment to various committees for a two-year term.

Staff Contact: Kimberley Wright

CITY COUNCIL BOARD APPOINTMENTS
AS OF December 5, 2022

- a) Panhandle Area Development District – City Manager or designee (primary) and Scanlan (alternate)
- b) Scottsbluff Drain Operating Committee – Salomon and Vidlak (alternate)
- c) Panhandle Humane Society – Animal Control Officer Winners and Salomon
- d) NPPD Retail Community Customer Committee – City Manager or designee (primary)
- e) Youth Council - McKerrigan
- f) Riverside Discovery Center Board – Salomon
- g) 911 Steering Committee – Kevin Spencer and Tom Schingle (alternate)
- h) Western Nebraska Economic Development Committee – Vidlak and Scanlan (alternate)
- i) Investment Committee – McKerrigan and Colwell
- j) Tri-City Active Living Advisory Council – McKerrigan and Taylor Stephens (alternate)
- k) Region 22 Emergency Management Advisory Board – Tom Schingle
- l) Heartland Expressway – McKerrigan