



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

**Regular Meeting
March 3, 2025
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 February 18, 2025 Regular Meeting.
 - b) Council to set a public hearing for March 17, 2025 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 El Barrio Cantina, 1802 East 20th Place, Scottsbluff, NE.
 - c) Council to approve the bid specifications for hail repairs to the park's facilities for the City of Scottsbluff and authorize the city clerk to advertise for bids to be received by March 25, 2025 at 1:00 p.m.

- d) Council to acknowledge receipt of and take no action on a liability claim from Bruce Hall, 3228 East 28th St., Scottsbluff, NE. The claim will be withdrawn and forwarded to the City's insurance carrier.
- e) Council to consider and take action on claims of the City.

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 ATTOL, LLC d/b/a In Out Liquor, 615 S. Beltline Hwy E, Suite A, Scottsbluff, NE.
- b) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Commission regarding the Class C Liquor License for ATTOL, LLC d/b/a In Out Liquor and naming Taylor Gollas as the Liquor License Manager.

9. Petitions, Communications, Public Input

- a) Council to receive an update from the Gering Senior Center.
- b) Council to discuss and consider action on ten Special Designated Liquor Licenses for BDS3C, LLC d/b/a Flyover Brewing Company to serve beer, wine, and distilled spirits at the Bands on Broadway Summer Series 6/5; 6/12; 6/19; 6/26; 7/3; 7/10; 7/17; 7/24; 7/31 & 8/7 from 4:30 to 10:30 p.m. at the 18th Street Plaza.
- c) Council to discuss and consider action on a Community Festival Permit for BDS3C, LLC d/b/a Flyover Brewing Company on July 19, 2025 from 11:00 a.m. to 11:00 p.m. to include vendors, noise permit and street closure of 19th Street between Broadway and Alley from 8:00 a.m. to 11:59 p.m. for a Birthday Celebration and Street Dance.
- d) Council to discuss and consider action on a Special Designated Liquor License for BDS3C, LLC d/b/a Flyover Brewing Company to serve beer, wine, and distilled spirits at a Birthday Celebration and Street Dance on July 19, 2025 from 3:00 - 11:00 p.m. at 1824 Broadway and 19th Street.

10. Bids & Awards

- a) Council to consider awarding the bid for a new Kubota RTV-X1100 for the Cemetery to Sandberg Implement, Inc. in the amount of \$21,816.22.

11. Resolution & Ordinances

- a) Council to consider the second reading of the Ordinance dealing with residency requirements for members of the Parks, Cemetery & Tree Board.

12. Reports from Staff, Boards & Commissions

- a) Council to discuss and consider action on the Agreement with Lori Lore to be

Campground Host and Manager of Riverside Park Campground, 1600 South Beltline Highway West and authorize the Mayor to sign the Agreement.

- b) Council to discuss and consider action on a funding request from Colleen Johnson, representing Old West Balloon Fest, to help defray the costs of the event that will be held in August 2025.
- c) Council to discuss and consider action on the Non-Exclusive License Agreement between the City of Scottsbluff and Scottsbluff Softball Association and authorize the Mayor to sign the Agreement.

13. **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.

14. **Adjournment**

City of Scottsbluff, Nebraska

Monday, March 3, 2025

Regular Meeting

Item 6.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.

Staff Contact:

City of Scottsbluff, Nebraska

Monday, March 3, 2025

Regular Meeting

Item 7.a

Council to approve the minutes of the February 18, 2025 Regular Meeting.

Staff Contact: Kimberley Wright

Regular Meeting
February 18, 2025

The Scottsbluff City Council met in a regular meeting on February 18, 2025 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. Since the regular meeting would fall on a City recognized holiday the meeting was moved to the following day, according to 6-1-12. A notice of the meeting had been published on February 13, 2025 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 February 14, 2025. Mayor Vidlak presided and City Clerk Wright recorded the proceedings. The Pledge of Allegiance was recited. Mayor Vidlak 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 Vidlak 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: Betsy Vidlak, Matt Salomon, Jeanne McKerrigan, Jerry Stricker and Scott Phillips. Also, present were City Manager Kevin Spencer and City Attorney Kent Hadenfeldt. Absent: None.

Mayor Vidlak asked if there were any changes to the agenda. There was none. Mayor Vidlak 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. Mayor Vidlak asked if there was any public comment. There was none.

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

- a) The minutes of the February 3, 2025 Regular Meeting be approved,
- b) A public hearing be set for March 3, 2025 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 ATTIOL, LLC d/b/a In Out Liquor, 615 S Beltline Hwy E, Suite A, Scottsbluff, NE,
- c) The bid specs for the purchase of a new, $\frac{3}{4}$ ton, 4X4 Truck for the Environmental Services Department and authorizing the city clerk to advertise for bids to be received by March 11, 2025 at 1:00 p.m. be approved,
- d) The following claims be approved and paid as provided by law out of the respective funds designated in the list of claims dated February 18, 2025 as on file with the City Clerk and submitted to the City Council "YEAS," Phillips, Salomon, McKerrigan, Stricker, and Vidlak. "NAYS," None. Absent: None.

CLAIMS

21ST CENTURY EQUIPMENT,EQUIPMENT,18910.14; 911 CUSTOM, LLC,#2-CIP-PATROL CARS-PD,13826.34;ACTION COMMUNICATIONS INC.,MEDICAL RADIO BATTERY,131.87; AK BROWN ENTERPRISES LLC,2 BATTERY BACKUPS FOR 5TH & E. OVLD, 20TH & 11TH,14345;ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4221.15; ANNA GAMBOA,CLEANING SERVICES - FEB 2025,3580;ASSEMBLED PRODUCTS CORPORATION,#12-CIP-TECH & #2-CIP-PATROL CARS,13688.26;AUTOZONE STORES, INC,HD BATTERIES FOR D. TRUCK,502.38; B & H INVESTMENTS, INC,DEP. SUP.,425;B&C STEEL CORPORATION,DEPT SUPP PARK,836.43;

BEELINE SERVICE INC,TOW SERVICE-PD,1212; BERGAN KDV LTD,AUDIT SERVICES -
 INTERIM BILLING FY 23-24,20000;BLUFFS FACILITY SOLUTIONS,DEPT SUPP ADM,907.56;
 CAPITALBUSINESSSYSTEMSINC.,CONTRACTUAL-D,113.82;CELLCOPARTNERSHIP,TABLETS,
 CELL PHONES, IPADS, GRIDSMART FOR TRANS.,1082.67; CITY OF GERING,DISPOSAL FEES-
 SAN,39549.99; COLUMN SOFTWARE PBC,PUBLISHING,917.74;COMMERCIAL RECREATION
 SPECIALISTS INC, SPECIAL PROJECT REC, 17450; COMPUTER CONNECTION INC,
 CONTRACTUAL-PD,44;CONTRACTORS MATERIALS INC.,DEPT SUPP PARK,573; CORE &
 MAIN LP,METERS,16904.11;CREDIT BUREAU OF COUNCIL BLUFFS,EMPTY SCREEN &
 MEMBERSHIP FEE JAN 2025,65.75;CROELL INC,DEPT SUP,426.93;DOOLEY OIL INC,EQUIP
 MAINT,46.67;EAKES INC,NEW DESKS - LANE, NICKY, AND FRONT ENTRANCE,49164.24;
 ENERGY LABORATORIES, INC DEPT 6250,SAMPLES,144;ESSENTIAL FUEL LLC STORE
 #003,EQUIPMENT MAINT,51; FASTENAL COMPANY,EQUIP MAINT PARK,33.97; FAT BOYS TIRE
 AND AUTO,EQUIP MAINT PARK,1252.46;FEDERAL EXPRESS CORPORATION,POSTAGE,120.72;
 FLOYD'S TRUCK CENTER SCOTTSBLUFF,CHECK ENG. LIGHT ON D. TRUCK,5599.56;
 FRANCISCO'S BUMPER TO BUMPER INC,VEH MAINT-PD,2406.46;FYR-TEK INC,FOAM
 EXTINGUISHING AGENT- 100 GALLONS,3530;GALLS PARENT HOLDINGS, LLC,UNIFORMS-
 PD,214.39;GREAT AMERICA FINANCIAL SERVICES CORPORATION,CONT. SRVCS.,194.69;
 GURROLA JUDY V,CONSULTING-PD,35; HAWKINS, INC.,CHEMICALS,6100.4;IDEAL LAUNDRY
 AND CLEANERS, INC.,JAN. SUP.,1372.61;INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC.,
 POLICECHIEFTESTING(1-31-25),150;INFINITY CONSTRUCTION, INC.,STRUCTURES,230604.41;
 INTERNALREVENUESERVICE,WITHHOLDINGS,69804.91; INTRALINKS, INC,DATTO BACKUP-
 FEB 2025 (ADM/WATER),7852.82; INVENTIVE WIRELESS OF NE, LLC,CONTRACTUAL
 SVC,263.7;IRONCLADCONSTRUCTION,CLEVELANDFIELD FENCEREPAIRS,68248.5;JOHNSON
 CONTROLS, LIBRARY COOLING TOWER REPLACEMENT, 24400.8;KEARNEY HOSPITALITY
 INC,SCHOOLS & CONF-PD,440; KIZZIRE LANE,SCHOOL & CONF LANE K,82;KNOW HOW
 LLC,DEPARTMENT SUPPLIES-SAN,3964.4; KRIZ DAVIS,SUPP M- WEATHERPROOF OUTLET
 BOX COVERS,1509.01;LAWSON PRODUCTS, INC,DEPT SUPP PARK,416.37;LEAGUE
 ASSOCIATIONOFRISKMANAGEMENT,FY23-24ENDORSEMENTS&WC AUDIT,27685.9;LEGACY
 COOPERATIVE,DIESEL FUEL-SAN,24096.36;LEXISNEXIS RISK DATA MANAGEMENT,
 CONSULTING PD ,200; M.C. SCHAFF & ASSOCIATES, INC, ENGINEERING, 13780;MACQUEEN
 EQUIPMENTINC,BROOMSFORSWEEPER,2260.15; MADISON NATIONAL LIFE, INSURANCE,
 3452.63; MARQUEE BROADCASTING WEST INC,TRI CITY SW PSA TV & INTERNET JAN
 2025,2500;MATHESON TRI-GAS INC,SUPP - BANDSAW BLADES,375.56;MENARDS, INC,DEPT
 SUP,2420.75;MIDWEST CONNECT, LLC,UB PROCESSING JAN 2025,3700.41;MIDWEST MOTOR
 SUPPLY CO INC,SUPP - ENDURA MAX, BACK UP PADS,211.71;MUNICIPAL SUPPLY INC. OF
 NEBRASKA,DEPT SUP,1042.23;NECHILDSUPPORT PAYMENT CENTER, NE CHILD SUPPORT
 PYBLE,1485; NE DEPT OF REVENUE, WITHHOLDINGS, 57729.47;NE LAW ENFORCEMENT
 TRAINING CENTER,SCHOOLS & CONF-PD,350; NE LIBRARY COMMISSION,CONT.
 SRVCS.,750;NEBRASKA MACHINERY CO,EQUIP MAINT,1969.66;NEBRASKA PRINTWORKS,
 LLC,DEPT SUP,288.18; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,46355.38; NEBRASKA
 RURAL RADIO ASSOCIATION,TRI CITY INTERNET & TV PSA JAN 2025,500;NEMNICH
 AUTOMOTIVE,VEHMAINTPD,322.21; NORTHWESTPIPE FITTINGS, INC. OF SCOTTSBLUFF,
 SPECIAL PROJECT,362.34; ONE CALL CONCEPTS, INC,CONTRACTUAL,93.16;PANHANDLE
 AUTOMOTIVE GROUP LLC,EQUIP MAINT PARK,207.91;PANHANDLE ENVIRONMENTAL
 SERVICES INC,CONTRACTUAL SVC,510;PANHANDLE REGIONAL DEVELOPMENT,
 INC.,MEMBERSHIP SHARAYA,50; PARADISE PUMPERS LLC,CONTRACUAL PARK,750;
 PERALES JR CHRISTOPHER,PER DIEM FOR ICC CONFERENCE,200;PLATTE VALLEY

BANK,HEALTH SAVINGS ACCOUNT,16339.8;PODIUM AUTOMOTIVE GROUP,PREVENTATIVE MAINTENANCE - UNIT 3,274.83; POMPS TIRE SERVICE INC,DEPARTMENT SUPPLIES-SAN,4192.88;POWERPLAN,FITTING, GRIP FOR LOADER,464.92;QUADIENT LEASING USA INC,CONT. SRVCS.,594.17;QUILL CORPORATION,DEPT SUPPLIES-PD,1405.75;REGION 22 EMERGENCY MGMT,QUARTERLY EMERGENCY MANAGEMENT FEE,8648.96;REGIONAL CARE INC,CLAIMS,15885.89; REGISTER OF DEEDS,LEGAL,68;REZPLOT SYSTEM LLC,CONTRACTUAL,163.5; ROALKVAN DREW,SCHOOLS & CONF-PD,295;ROOSEVELT PUBLIC POWER DISTRICT,ELECTRIC POWER,2068.22;RUSSEL'S AUTOMOTIVE,VEH MAINT-PD,332.02; S M E C,EMPLOYEE DEDUCTION,133.5;SALES MIDWEST, INC,EQUIP MAINT PARK,831.72; SANDBERG IMPLEMENT, INC,EQUIP MAINT PARK,2354.32;SCB COUNTY,SEPTIC PERMIT & INSPECTION P#25-01,75; SCB COUNTY TREASURER,EQUIPMENT,4143.6;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300;SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,383.62;SCHANK ROOFING,2023 HAIL DAMAGE - CEMETARY & SOCCER,71046.21;SCOTTSBLUFF MOTOR CO, INC,EQUIPMENT,58980; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,975;SHAGGY BUFFALO CARWASH LLC,VEH MAINT-PD,110;SHERIFF'S OFFICE,LEGAL FEES - DS,248.86;SHERWIN WILLIAMS,BLDG MAINT PARK,308.22;SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES,16535;SIMON CONTRACTORS,NDOTICES AND, 389.14; SNELL SERVICES INC., BLDG. MAIN, 2395.5; SOUNDSLEEPER SECURITY INC.,INVEST SUPPLIES-PD,99.95;STATE OF NEBRASKA DEPT OF HEALTH,SCHOOLS & CONF,395;STREICHER'S INC,EQUIP MAINT-PD,475.49;THE WESTERN SUGAR COOPERATIVE,SUPP - BEDLINERS,151.88; TRANS-WEST INC,VEH MAINT-PD,1021.89; TWIN CITY ROOFING & SHEETMETAL, INC,2023 HAIL DAMAGE - BASEBALL FACILITIES,204176.22; TYLER TECHNOLOGIES, INC,ANNUAL FEES/MAINTENCE 3-1-25--2-28-26,66950.79; U AND U TRUCKING LLC,CONTRACTUAL SERVICES-SAN,2204;UNION BANK & TRUST,RETIREMENT,46107.82;VERIZON COMMUNICATIONS INC,GPS SERVICE,122.45;W & R INC,BLDG MAINT ADM,208.29;WESTERN COOPERATIVE COMPANY,DEPARTMENT SUPPLIES-SAN,9385.53;WESTERN PATHOLOGY CONSULTANTS, INC,DRUG/DOT TESTING,63; WESTERN SURETY COMPANY,BOND S COLSON,875;WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,868;CITY OF SCOTTSBLUFF PAYROLL; 700,246.43; REFUNDS; ART MEDINA, 126.99; YESENIA MARTINEZ, 4.47; SAL MUNOZ, 67.84; SCBLF COUNTRY CLUB, 41.69

Regarding the claim removed from the Consent Calendar to Intralinks in the amount of \$7,852.82, Council Member Phillips informed this has been removed because he needs to declare a conflict of interest due to a financial share in the business and be excused from voting.

Council Member Stricker moved, seconded by Council Member Salomon to accept Council Member Phillips' conflict of interest regarding the claim to Intralinks in the amount of \$7,852.82 and excuse him from voting, "YEAS," Salomon, McKerrigan, Stricker, and Vidlak. "NAYS," None. "Abstain," Phillips. Absent: None.

Council Member Stricker made a motion, seconded by Council Member McKerrigan to approve the claim to Intralinks in the amount of \$7,852.82, "YEAS," Stricker, Vidlak, Salomon, and McKerrigan. "NAYS," None. "Abstain," Phillips. Absent: None.

City Finance Director, Lane Kizzire, approached to go over the January 2025 Financial Report. He went over the total net change in cash from October to January, stating the figures are a little down from last year, but that is because we have not yet received property tax payments and also last year, we received

bond payments and hail insurance proceeds. He continued by going over the monthly change in cash, stating it is up \$618,000 because of the monthly sales tax figures. Additionally, the Budget to Actual Comparison report should show departments under 33%, which all are with the exception of the Cemetery Perpetual Care Fund. Revenues also should show departments at 33%, however, reiterating we have not received property tax payments yet, so some are down in this area, but Mr. Kizzire commented he is not concerned.

Council Member Salomon moved, seconded by Council Member Phillips to approve the January 2025 Financial Report, “YEAS,” McKerrigan, Phillips, Vidlak, Salomon, and Stricker. “NAYS,” None. Absent: None.

Mr. Robert Crowder, Region 22 Emergency Management Director came forward to introduce himself to Council. He presented a handout explaining services the agency provides and also the 2025 public assistance indicators from FEMA. The indicators state how much damage needs to occur before FEMA steps in, adding Scotts Bluff County would need approximately \$170,000 in damage to receive assistance and the State \$3.7M to qualify for a major disaster proclamation from the President. He informed by July 1st the Scotts Bluff County LEOP (Local Emergency Operations Plan) will need to be updated, adding, in the future, he would like to assist with updating and/or creating an Emergency Plan for the City of Scottsbluff. Furthermore, he informed there will be a PIO and Command and General Staff Workshop on April 7th at the Public Safety Building to help coordinate the Scottsbluff, Gering, and Terrytown cleanup scheduled for April 26th.

Regarding receiving an update from the Gering Senior Center, City Manager Spencer informed because of the weather, the attendees were not able to show up, however, this item will be on the March 3rd agenda.

Ms. Sharaya DeSersa, Economic Development Director, approached Council to present the Micro Tif application for Brennan and Carmen Malm for the 1715 Broadway Redevelopment Project, explaining this plan proposes to redevelop an area of the City that has been deemed by City Council as blighted and substandard and in need of redevelopment. In addition, she went over the checklist that determines if the project is eligible for Micro Tif, starting with if the application is for a single project, which it is. Secondly, the project needs to be the repair or rehabilitation of an existing structure that has been within the City limits for at least 60 years. This stipulation is met, as the building was built in 1912 according to the Assessor’s website. Thirdly, the project needs to be in a county with a population of less than 100,000. This requirement is met as Scotts Bluff County has approximately 36,000 people. Next, the assessed value of the property when the project is complete is estimated to be no more than \$1.5M for commercial property. This requirement is met as the estimated value after completion is \$436,510. Lastly, the project needs to be consistent with the Comprehensive Plan. The property is located in the Downtown District and Central Business District Neighborhood and is zoned correctly at C-1.

Mr. Brennan Malm came forward and explained how excited he and his wife are to be part of the downtown community. He stated they plan to incorporate their insurance business (MidFin Insurance), Safety Line Consulting and a small boutique called Carmen’s Creations in the building. He added they have already started renovations as they purchased the building and took possession on January 1st, hoping to have everything completed by mid-March. All three businesses will be located on the main floor, however there is an apartment located upstairs with a tenant in place.

Council Member Stricker moved, seconded by Council Member McKerrigan to approve the Micro Tif application for Brennan and Carmen Malm for the 1715 Broadway Redevelopment Project and authorize the Mayor to sign Resolution No. 25-02-01, “YEAS,” Vidlak, Phillips, Stricker, McKerrigan, and Salomon. “NAYS,” None. Absent: None.

RESOLUTION NO. 25-02-01

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

Recitals:

a. On December 7, 2020, the City Council elected, by Resolution 20-12-02, to allow expedited reviews of redevelopment plans that meet the requirements in Section 18-2155(2) of the Community Development Law (NEB. REV. STAT. § 18-2101 *et seq.*).

b. Brennan and Carmen Malm (the “Redevelopers”) have submitted an Application for Expedited Review of Community Redevelopment Plan (the “Plan”) for the *1715 Broadway Redevelopment Project* (the “Project”), dated January 24, 2025. The Redevelopers have paid the application fee for the Plan.

c. The Plan proposes to redevelop an area of the City that the City Council has declared to be blighted and substandard and in need of redevelopment. The Plan includes the use of tax increment financing.

d. The City Manager and the Economic Development Director have conducted an expedited review of the Plan, determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law, and recommended approval of the Plan.

Resolved:

1. The City Council has determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law and is consistent with the City’s Comprehensive Plan.
2. The City Council approves the Plan and the Project.
3. The City Manager and designees and the Community Redevelopment Authority are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Plan according to Section 18-2155 of the Community Development Law.
4. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on February 18, 2025

Mayor

ATTEST:

City Clerk (Seal)

Regarding the first reading of the Ordinance dealing with residency requirements for members of the Parks, Cemetery & Tree Board, City Manager Spencer explained this is a proposed change to the current Ordinance to modify the number of members, from two to three, who can live in the county. This came about towards the end of 2022 when we had a member move out of city limits, bringing the number of members to three who were living in the county.

Council Member Stricker started conversation on the topic by stating early on when he was running for office, he inadvertently came across this Ordinance and would like to add that having two members living in the county and a third not living in the City brought him to ask, when he was campaigning, what citizens thought of this. He informed he did not find one person who thought this was a good idea to have more than two positions outside of the city. He noted Gering does not allow anyone to live outside the City. Furthermore, in 2005, the committee was established by Ordinance No. 3839 and one of the practical aspects is, you have a board of seven and five are considered a quorum to do business. He realizes this is an advisory board, but it is an extension of Council and Council is elected by City of Scottsbluff residents, not county residents. He feels the members should have to be residents of the City, as do Council Members, to do city work. In addition, by having seven people on the committee, with five constituting a quorum and three of those living in the county, which all happen to be officers on the board, if those three decide to vote to make a recommendation to Council, he does not feel that is what residents would expect. He would like to suggest the third person live in the extraterritorial jurisdiction because he understands they are subject to zoning and probably at some point in time will become part of the City. Another option he would consider would be an owner of business property, in the City, being able to be on the board.

Council Member McKerrigan recognized, by stating, that all three of the members in question own businesses in the City of Scottsbluff, adding they are located in the city and generate tax dollars.

Mayor Vidlak asked for clarification of number of members to constitute a quorum. Legal Counsel Hadenfeldt stated a quorum would be constituted as four members.

Council Member Salomon asked if the three board members in question lived in the extraterritorial jurisdiction. It was determined two do and one lives in the Morrill area.

Council then introduced the Ordinance dealing with residency requirements for members of the Parks, Cemetery & Tree Board and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 6, ARTICLE 2, SECTION 111 OF THE SCOTTSBLUFF MUNICIPAL CODE DEALING WITH THE ESTABLISHMENT OF A PARK, CEMETERY, AND TREE BOARD BY AMENDING THE RESIDENCY REQUIREMENT FOR MEMBERSHIP OF BOARD MEMBERS, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Under Council reports, Council Member Salomon updated on the Zoo. He stated the zoo has a new baby animal and the details will be coming soon. They are waiting for final health checks and the announcement should come later this week. The last bison is going to be moved to the Pueblo Zoo when it gets warmer and then they will work on getting the cage updated. The annual cleanup days are April 12th and 26th. Council Member Stricker stated he did a ride along with the Police Department on the 8th of February. He was very appreciative of the experience and senses good teamwork within the department. City Manager Spencer recognized Chief of Police Krisa Brass, acknowledging she will be a great leader who will bring common sense and enthusiasm to the department. Mr. Spencer also noted lights are on order for the area around the entrance to Council Chambers as well as signage.

Council Member Phillips moved to adjourn the meeting at 6:37 p.m. The motion was seconded by Council Member Stricker, “YEAS,” Phillips, Salomon, McKerrigan, Stricker, and Vidlak. “NAYS,” None. Absent: None.

Mayor

Attest:

City Clerk “SEAL”

City of Scottsbluff, Nebraska

Monday, March 3, 2025

Regular Meeting

Item 7.b

Council to set a public hearing for March 17, 2025 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 El Barrio Cantina, 1802 East 20th Place, Scottsbluff, NE.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, March 3, 2025

Regular Meeting

Item 7.c

Council to approve the bid specifications for hail repairs to the park's facilities for the City of Scottsbluff and authorize the city clerk to advertise for bids to be received by March 25, 2025 at 1:00 p.m.

Staff Contact: Kimberley Wright

**Advertisement for Bids
City of Scottsbluff Parks Hail Repairs**

Owner: City of Scottsbluff
Address: 2525 Circle Drive, Scottsbluff, NE 69361

Sealed Bids for hail repairs for the park's facilities for the City of Scottsbluff, will be received by Kimberley Wright, City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska until 1:00 P.M., (Local Time) March 25, 2025, and then at said office publicly opened and read aloud.

The project consists of repairing hail damage on multiple structures throughout the park's facilities.

All bidders must be on the M.C. Schaff and Associates plan holders list in order to be considered a responsible bidder. Bidders will be added to the list once Contract Documents have been obtained.

The Contract Documents may be examined at the following locations:
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

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

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

/s/ Kimberley Wright
City Clerk

City of Scottsbluff, Nebraska

Monday, March 3, 2025

Regular Meeting

Item 7.d

Council to acknowledge receipt of and take no action on a liability claim from Bruce Hall, 3228 East 28th St., Scottsbluff, NE. The claim will be withdrawn and forwarded to the City's insurance carrier.

Staff Contact: Kimberley Wright

City of Scottsbluff
CITIZEN INCIDENT REPORT

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

Date: 2-20-2025

Date and location of Incident: 12-28-2024 Ave B + West 27th St

Claimant Name: Bruce HALL Phone: 303-961-8558

Address: 3228 East 28th St. City: Scottsbluff State and Zip: 69361

City Department Contact: _____

Narrative of what happened: _____

See attached narrative + Photos + Estimates

Estimated amount of damages \$ 1,836.92 (attach estimates)

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

Witnesses: Laurie HALL Contact Information: 303-918-8603

Citizen insurance information: _____

Reported by (city staff): Kim Wright

Received Date: February 20, 2025

Signature of Claimant(s): Bruce Hall Laurie Hall

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

We were traveling west on West 27th Street on December 28th. There was an accident on the corner of Avenue B and West 27th on the other side of the street. Both lanes going West bound were both open with traffic moving slowly. There were cars in front of us and cars behind us. When all of the sudden my truck mirror was hit and the breakaway mirror was pushed back against my truck. I stopped immediately and almost got rear ended by the car behind me. and rolled down my window and officer Roalkvan who was all dressed in black and had no vest or lights on or no batons to direct traffic was yelling at me and brought his fist back I felt like he was trying to hit me but punched my driver side mirror from the back for a second time. He would not stop yelling at us And kept saying pull over pull over. I was finally able to get pulled into the Walgreens parking lot after all the traffic cleared when another officer came and refused to give us his name but wrote me out a ticket for failure to yield to a vehicle and put the other officers name on it.. There was no vehicle involved other than my vehicle that Officer Roalkvan damaged. The officer who wrote out the ticket called me back and asked me to go to the police department parking lot where he took pictures and a video reporting the damage. I took my vehicle to Ford and to replace the damage that Officer Raolkvan done is \$1,836.92. I should never of received this ticket because the cars in front of us or behind us weren't ticketed just me.. But I paid it because I work in Colorado and was told I would need to appear for another 3 to 4 court dates. I couldn't keep taking time off from work for this. I called and reported this to the Captain and he said he would look into it and that he would return my call and he never did. I kept calling him several times and he finally called me back after 2 weeks and said that the cameras were inconclusive. I asked about the body cam there was no answer on that. He's the one who told me to fill out the form and take it to the city for review.



1515 East 20th Street · Scottsbluff, NE 69361
(307) 532-2114 · Fax: (307) 532-3670

PLEASE REMIT PAYMENT TO: P.O. BOX 335, BRIGHTON, CO 80601

RETURN/REFUND POLICY: ALL RETURNS MUST BE ACCOMPANIED BY THIS INVOICE AND ARE SUBJECT TO A 30% RESTOCKING CHARGE. RETURNED ITEMS MUST BE IN THE ORIGINAL UNOPENED BOX OR CONTAINER. PLEASE NOTE THAT THE DEALERSHIP WILL NOT ACCEPT RETURNS OR MAKE REFUNDS AFTER 60 DAYS. NO REFUNDS OR RETURNS ON SPECIAL ORDER PARTS OR ELECTRICAL PARTS.

DISCLAIMER OF WARRANTY: ALL PARTS AND ACCESSORIES ARE SOLD BY THE DEALERSHIP AS-IS. ANY WARRANTIES ON THE PARTS OR PRODUCTS DESCRIBED BELOW ARE THOSE OF THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS OR PRODUCTS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SAME. THE DEALERSHIP NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PARTS OR PRODUCTS. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. THIS DISCLAIMER IN NO WAY AFFECTS THE PROVISIONS OF ANY MANUFACTURER OR DISTRIBUTOR WARRANTIES.

DATE ENTERED 02 JAN 25	YOUR ORDER NO.	DATE SHIPPED 02 JAN 25	INVOICE DATE	INVOICE NUMBER Q18083
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QUOTE

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PAGE 1 OF 1

SHIP VIA			SLSM.	B/L NO.	TERMS	F.O.B. POINT	
			1100		CASH	TORRINGTON WY	
QUANTITY			PART NO.	DESCRIPTION	LIST	NET	AMOUNT
ORD	SHIP	B.O.					
1	1	0	PC3Z*17683*SB	MIRROR A	1500.00	1500.00	1,500.00
1	1	0	PC3Z*17K707*F	GLASS AS	216.75	216.75	216.75
**** I N V O I C E Q U O T E -				DO NOT	PAY	***	

Nebraska Supreme Court

(<http://www.supremecourt.ne.gov/>)

 [Print](#)

Payment Confirmation

Order Date/Time:

01/31/2025 11:36:29 AM

Order ID:

90397074

Party Making Payment	County and Court	Case Number	Payment Description	Payment Amount
Hall, Bruce, A State v. Bruce A Hall JUSTICE receipt number: 380693	Scotts Bluff County	C 21 TR 24 0001338	Court Costs	\$49.00
			State Fines	\$100.00
Subtotal:				\$149.00
Portal Fee:				\$4.96
Nebraska.gov Transaction Total Paid:				\$153.96

Nebraska Supreme Court (<http://www.supremecourt.ne.gov/>)
<http://www.supremecourt.ne.gov/> (<http://www.supremecourt.ne.gov/>)
Email Us (<mailto:NSC.Courtinformation@nejudicial.gov>) for Assistance.

Nebraska.gov

Contact Us: Support (<http://www.nebraska.gov/contact-us.html>)

2.2.25

Security, Accessibility, and Privacy Policies (<http://www.nebraska.gov/policies.html>)









City of Scottsbluff, Nebraska

Monday, March 3, 2025

Regular Meeting

Item 7.e

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 2/19/2025 - 3/3/2025

Description (Payable)	Account Name	Amount
Vendor: 09702 - AC ELECTRIC MOTOR SERVICE		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	84.27
Fund 631 - WASTEWATER Total:		84.27
Fund: 641 - WATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	84.28
Fund 641 - WATER Total:		84.28
Vendor 09702 - AC ELECTRIC MOTOR SERVICE Total:		168.55
Vendor: 10212 - AKAJRV 314, LLC		
Fund: 321 - CRA		
TIF-AULICK 3-3-25	TIF PASS THRU - INTEREST	4,547.86
Fund 321 - CRA Total:		4,547.86
Vendor 10212 - AKAJRV 314, LLC Total:		4,547.86
Vendor: 03936 - ANDERSON FORD INC		
Fund: 511 - CAPITAL PROJECTS FUND		
25 FORD EXPLORER - ADM	EQUIPMENT	38,966.00
Fund 511 - CAPITAL PROJECTS FUND Total:		38,966.00
Vendor 03936 - ANDERSON FORD INC Total:		38,966.00
Vendor: 00295 - B & H INVESTMENTS, INC		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	16.45
BLDG MAINT-PD	BUILDING MAINTENANCE	16.45
BLDG MAINT-PD	BUILDING MAINTENANCE	16.45
BLDG MAINT-PD	BUILDING MAINTENANCE	16.45
DEPT SUPP ADM	DEPARTMENT SUPPLIES	14.50
DEPT SUPP ADM	DEPARTMENT SUPPLIES	24.00
RENT-MACH-PD	RENT-MACHINES	15.00
Dep. Sup.	DEPARTMENT SUPPLIES	74.00
RENTAL REVERSE OSMOSIS	RENT-MACHINES	50.00
Fund 111 - GENERAL Total:		243.30
Fund: 212 - STREETS		
SUPP - WATER	DEPARTMENT SUPPLIES	43.00
SUPP - WATER	DEPARTMENT SUPPLIES	24.00
Fund 212 - STREETS Total:		67.00
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	7.25
Department Supplies-SAN	DEPARTMENT SUPPLIES	43.00
DEPT SUP	DEPARTMENT SUPPLIES	7.25
Department Supplies-SAN	DEPARTMENT SUPPLIES	43.00
Contractual Services-SAN	CONTRACTUAL SERVICES	25.19
Fund 621 - ENVIRONMENTAL SERVICES Total:		125.69
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:		450.49
Vendor: 09862 - BAIRD HOLM LLP		
Fund: 111 - GENERAL		
PROF SERV - GEN, FIRE, AND ...	CONTRACTUAL SERVICES	1,445.67
PROF SERV - GEN, FIRE, AND ...	CONTRACTUAL SERVICES	4,499.66

Expense Approval Report

Post Dates: 2/19/2025 - 3/3/2025

Description (Payable)	Account Name	Amount
PROF SERV - GEN, FIRE, AND ...	CONTRACTUAL SERVICES	1,337.67
Fund 111 - GENERAL Total:		7,283.00
Vendor 09862 - BAIRD HOLM LLP Total:		7,283.00
Vendor: 00538 - BARCO MUNICIPAL PRODUCTS INC		
Fund: 212 - STREETS		
6" WHITE SHEETING FOR SIGNS	DEPARTMENT SUPPLIES	398.39
Fund 212 - STREETS Total:		398.39
Vendor 00538 - BARCO MUNICIPAL PRODUCTS INC Total:		398.39
Vendor: 10623 - BENCHMARK GOVERNMENT SOLUTIONS LLC		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	1,186.35
Fund 111 - GENERAL Total:		1,186.35
Vendor 10623 - BENCHMARK GOVERNMENT SOLUTIONS LLC Total:		1,186.35
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	657.49
Monthly Energy Bill	HEATING FUEL	509.09
Monthly Energy Bill	HEATING FUEL	164.44
Monthly Energy Bill	HEATING FUEL	509.10
Monthly Energy Bill	HEATING FUEL	690.36
Monthly Energy Bill	HEATING FUEL	756.96
Monthly Energy Bill	HEATING FUEL	45.45
Monthly Energy Bill	HEATING FUEL	66.94
Fund 111 - GENERAL Total:		3,399.83
Fund: 212 - STREETS		
Monthly Energy Bill	HEATING FUEL	2,511.53
Fund 212 - STREETS Total:		2,511.53
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	1,075.28
Fund 621 - ENVIRONMENTAL SERVICES Total:		1,075.28
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	181.72
Fund 641 - WATER Total:		181.72
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:		7,168.36
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	227.64
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	164.94
Fund 111 - GENERAL Total:		392.58
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		392.58
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
CELL PHONE PARK/CEM	CELLULAR PHONE	42.94
FEBRUARY CELLULAR DATA	CELLULAR PHONE	280.00
CELL PHONES-PD	PHONE & INTERNET	1,437.70
Fund 111 - GENERAL Total:		1,760.64
Fund: 213 - CEMETERY		
CELL PHONE PARK/CEM	PHONE & INTERNET	42.94
Fund 213 - CEMETERY Total:		42.94
Vendor 07911 - CELLCO PARTNERSHIP Total:		1,803.58
Vendor: 07250 - CHRIS REYES		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	255.00

Expense Approval Report

Post Dates: 2/19/2025 - 3/3/2025

Description (Payable)	Account Name	Amount
DEPT SUPP ADM	DEPARTMENT SUPPLIES	298.01
Fund 111 - GENERAL Total:		553.01
Vendor 07250 - CHRIS REYES Total:		553.01
Vendor: 01976 - CLARK PRINTING LLC		
Fund: 111 - GENERAL		
DEPT SUPP	DEPARTMENT SUPPLIES	82.60
DEPT SUPP	DEPARTMENT SUPPLIES	112.56
Fund 111 - GENERAL Total:		195.16
Fund: 224 - ECONOMIC DEVELOPMENT		
DEPT SUPP	DEPARTMENT SUPPLIES	82.60
DEPT SUPP	DEPARTMENT SUPPLIES	112.56
Fund 224 - ECONOMIC DEVELOPMENT Total:		195.16
Vendor 01976 - CLARK PRINTING LLC Total:		390.32
Vendor: 10354 - CORNERSTONE BANK		
Fund: 321 - CRA		
TIF-26 GROUP EAST 3-3-25	TIF PASS THRU - INTEREST	5,641.99
TIF-26 GROUP WEST 3-3-25	TIF PASS THRU - INTEREST	1,869.30
Fund 321 - CRA Total:		7,511.29
Vendor 10354 - CORNERSTONE BANK Total:		7,511.29
Vendor: 10612 - CURRY JOHN		
Fund: 111 - GENERAL		
GASOLINE-PD	GASOLINE	300.00
Fund 111 - GENERAL Total:		300.00
Vendor 10612 - CURRY JOHN Total:		300.00
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
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

Expense Approval Report

Post Dates: 2/19/2025 - 3/3/2025

Description (Payable)	Account Name	Amount
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: 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: 01003 - ELLIOTT EQUIPMENT COMPANY INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	32.51
Fund 621 - ENVIRONMENTAL SERVICES Total:		32.51
Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total:		32.51
Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250		
Fund: 641 - WATER		
SAMPLES	SAMPLES	246.00
Fund 641 - WATER Total:		246.00
Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:		246.00
Vendor: 00069 - ENVIRONMENTAL ANALYSIS SOUTH, INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	616.06
Fund 631 - WASTEWATER Total:		616.06
Vendor 00069 - ENVIRONMENTAL ANALYSIS SOUTH, INC Total:		616.06
Vendor: 10634 - FAMILY DOLLAR 434100		
Fund: 111 - GENERAL		
REIMB FOR LIQ LIC PAID TWICE	LIQUOR LICENSE PAYABLE	100.00
REIMB FOR LIQ LIC PAID TWICE	OTHER OCCUPATION TAX	200.00
REIMB FOR LIQ LIC PAID TWICE	REFUND MISCELLANEOUS	5.00
Fund 111 - GENERAL Total:		305.00
Vendor 10634 - FAMILY DOLLAR 434100 Total:		305.00
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	64.60
Fund 641 - WATER Total:		64.60
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:		64.60
Vendor: 10347 - FIRST NATIONAL BANK OF OMAHA		
Fund: 321 - CRA		
TIF-REGANIS 3-3-25	TIF PASS THRU - INTEREST	3,902.86
Fund 321 - CRA Total:		3,902.86
Vendor 10347 - FIRST NATIONAL BANK OF OMAHA Total:		3,902.86
Vendor: 10547 - FIRST NATL BANK OF OMAHA		
Fund: 321 - CRA		
TIF-KERSCH 3-3-25	TIF PASS THRU - INTEREST	1,086.16
Fund 321 - CRA Total:		1,086.16
Vendor 10547 - FIRST NATL BANK OF OMAHA Total:		1,086.16

Expense Approval Report

Post Dates: 2/19/2025 - 3/3/2025

Description (Payable)	Account Name	Amount
Vendor: 10436 - FIRST STATE BANK - GOTHENBURG		
Fund: 321 - CRA		
TIF-YOLO 3-3-25	TIF PASS THRU - INTEREST	2,597.52
Fund 321 - CRA Total:		2,597.52
Vendor 10436 - FIRST STATE BANK - GOTHENBURG Total:		2,597.52
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: 10632 - HESSLER ROBERT		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	24.02
Fund 111 - GENERAL Total:		24.02
Vendor 10632 - HESSLER ROBERT Total:		24.02
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,842.67
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,842.67
WITHHOLDINGS	FICA W/H EE PAYABLE	17,926.43
WITHHOLDINGS	FICA W/H EE PAYABLE	17,926.43
WITHHOLDINGS	FED W/H EE PAYABLE	29,676.71
Fund 713 - CASH & INVESTMENT POOL Total:		75,214.91
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		75,214.91
Vendor: 10457 - JERRY STRICKER		
Fund: 111 - GENERAL		
LONM MIDWINTER CONFERE...	SCHOOL & CONFERENCE	376.85
Fund 111 - GENERAL Total:		376.85
Vendor 10457 - JERRY STRICKER Total:		376.85
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
FIREARMS SUPPL-PD	FIREARMS SUPPLIES	39.96
Fund 111 - GENERAL Total:		39.96
Fund: 212 - STREETS		
SUPP - CHAIN LOOP	DEPARTMENT SUPPLIES	56.00
SUPP - CHAIN LOOP	DEPARTMENT SUPPLIES	-56.00
Fund 212 - STREETS Total:		0.00
Vendor 06131 - JOHN DEERE FINANCIAL Total:		39.96
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	119.97
DEPT SUPP PARK	DEPARTMENT SUPPLIES	174.95
Fund 111 - GENERAL Total:		294.92
Fund: 212 - STREETS		
SUPP - CHAINSAW CHAIN	DEPARTMENT SUPPLIES	50.61
Fund 212 - STREETS Total:		50.61
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	6.98
Fund 621 - ENVIRONMENTAL SERVICES Total:		6.98
Vendor 08067 - JOHN DEERE FINANCIAL Total:		352.51
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	2,333.31
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	37.84
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	127.81

Expense Approval Report

Post Dates: 2/19/2025 - 3/3/2025

Description (Payable)	Account Name	Amount
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	-1.72
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	355.06
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,860.79
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,306.01
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,500.61
Fund 111 - GENERAL Total:		7,519.71
Vendor 09474 - JOHN DEERE FINANCIAL Total:		7,519.71
Vendor: 02522 - KITE, LANCE		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	193.00
Fund 111 - GENERAL Total:		193.00
Vendor 02522 - KITE, LANCE Total:		193.00
Vendor: 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES		
Fund: 111 - GENERAL		
MIDWINTER CONF - BVIDLAK ...	SCHOOL & CONFERENCE	922.00
Fund 111 - GENERAL Total:		922.00
Vendor 00300 - LEAGUE OF NEBRASKA MUNICIPALITIES Total:		922.00
Vendor: 09746 - LEAL NOHEMI		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	35.00
Fund 111 - GENERAL Total:		35.00
Vendor 09746 - LEAL NOHEMI Total:		35.00
Vendor: 10418 - LUND LOGAN		
Fund: 111 - GENERAL		
ICC CO CONFERENCE MEAL RE...	SCHOOL & CONFERENCE	104.00
Fund 111 - GENERAL Total:		104.00
Vendor 10418 - LUND LOGAN Total:		104.00
Vendor: 05099 - MARKETING CONSULTANTS		
Fund: 111 - GENERAL		
UNIFORMS PARK	UNIFORMS & CLOTHING	3,674.00
Fund 111 - GENERAL Total:		3,674.00
Vendor 05099 - MARKETING CONSULTANTS Total:		3,674.00
Vendor: 10562 - MARVIN PLANNING CONSULTANTS INC		
Fund: 215 - SPECIAL PROJECTS		
COMPREHENSIVE PLAN - MAR...	GRANT EXPENSE	11,371.50
Fund 215 - SPECIAL PROJECTS Total:		11,371.50
Vendor 10562 - MARVIN PLANNING CONSULTANTS INC Total:		11,371.50
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	107.29
BLDG MAINT PARK	BUILDING MAINTENANCE	89.97
DEPT SUPP PARK	DEPARTMENT SUPPLIES	44.97
DEPT SUPP PARK	DEPARTMENT SUPPLIES	37.28
GROUND MAINT PARK	GROUPS MAINTENANCE	636.51
GROUND MAINT PARK	GROUPS MAINTENANCE	287.27
DEPT SUPP ADM	DEPARTMENT SUPPLIES	14.87
Fund 111 - GENERAL Total:		1,218.16
Fund: 212 - STREETS		
SUPP - SALT PELLETS, MURIAT...	DEPARTMENT SUPPLIES	24.45
SUPP - BLACK MARKER, SPIRAL...	DEPARTMENT SUPPLIES	19.57
SUPP - GUIDE BIT, BLOW GUN,...	DEPARTMENT SUPPLIES	11.75
Fund 212 - STREETS Total:		55.77
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	62.27
Fund 213 - CEMETERY Total:		62.27

Expense Approval Report

Post Dates: 2/19/2025 - 3/3/2025

Description (Payable)	Account Name	Amount
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIP MAINT	EQUIPMENT MAINTENANCE	53.88
EQUIP MAINT	EQUIPMENT MAINTENANCE	90.90
Department Supplies-SAN	DEPARTMENT SUPPLIES	100.56
Department Supplies-SAN	DEPARTMENT SUPPLIES	11.94
Fund 621 - ENVIRONMENTAL SERVICES Total:		257.28
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	53.88
EQUIP MAINT	EQUIPMENT MAINTENANCE	90.90
DEPT SUP	DEPARTMENT SUPPLIES	65.92
Fund 631 - WASTEWATER Total:		210.70
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	5.39
DEPT SUP	DEPARTMENT SUPPLIES	6.94
DEPT SUP	DEPARTMENT SUPPLIES	55.29
Fund 641 - WATER Total:		67.62
Vendor 07628 - MENARDS, INC Total:		1,871.80
Vendor: 07938 - MIDWEST CONNECT, LLC		
Fund: 111 - GENERAL		
DEPT SUPPLIES - ADM	DEPARTMENT SUPPLIES	256.00
Fund 111 - GENERAL Total:		256.00
Vendor 07938 - MIDWEST CONNECT, LLC Total:		256.00
Vendor: 10631 - MILLER LANE		
Fund: 111 - GENERAL		
SCHOOL & CONF	SCHOOL & CONFERENCE	230.00
Fund 111 - GENERAL Total:		230.00
Vendor 10631 - MILLER LANE Total:		230.00
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: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,485.00
Fund 713 - CASH & INVESTMENT POOL Total:		1,485.00
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		1,485.00
Vendor: 06356 - NE DEPT OF HLTH & HUMAN SVCS		
Fund: 111 - GENERAL		
License/Permits-REC	LICENSE/PERMITS	40.00
License/Permits-REC	LICENSE/PERMITS	40.00
Fund 111 - GENERAL Total:		80.00
Vendor 06356 - NE DEPT OF HLTH & HUMAN SVCS Total:		80.00
Vendor: 00797 - NE DEPT OF REVENUE		
Fund: 111 - GENERAL		
TAXES	SALES TAX PAYABLE	102.17
Fund 111 - GENERAL Total:		102.17
Fund: 621 - ENVIRONMENTAL SERVICES		
TAXES	SALES TAX PAYABLE	49.45
Fund 621 - ENVIRONMENTAL SERVICES Total:		49.45
Fund: 631 - WASTEWATER		
TAXES	SALES TAX PAYABLE	15,832.87
Fund 631 - WASTEWATER Total:		15,832.87

Expense Approval Report

Post Dates: 2/19/2025 - 3/3/2025

Description (Payable)	Account Name	Amount
Fund: 641 - WATER		
TAXES	SALES TAX PAYABLE	2,521.25
		Fund 641 - WATER Total: 2,521.25
Fund: 661 - STORMWATER		
TAXES	SALES TAX PAYABLE	1,091.95
		Fund 661 - STORMWATER Total: 1,091.95
		Vendor 00797 - NE DEPT OF REVENUE Total: 19,597.69
Vendor: 01358 - NE LAW ENFORCEMENT TRAINING CENTER		
Fund: 111 - GENERAL		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	250.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	800.00
		Fund 111 - GENERAL Total: 1,050.00
		Vendor 01358 - NE LAW ENFORCEMENT TRAINING CENTER Total: 1,050.00
Vendor: 00412 - NEBRASKA ASSOCIATION OF CHIEF'S OF POLICE		
Fund: 111 - GENERAL		
MEMBERSHIP-PD	MEMBERSHIPS	200.00
		Fund 111 - GENERAL Total: 200.00
		Vendor 00412 - NEBRASKA ASSOCIATION OF CHIEF'S OF POLICE Total: 200.00
Vendor: 09927 - NEBRASKA BANK		
Fund: 321 - CRA		
TIF-ELITE 3-3-25	TIF PASS THRU - INTEREST	17,310.87
		Fund 321 - CRA Total: 17,310.87
		Vendor 09927 - NEBRASKA BANK Total: 17,310.87
Vendor: 00402 - NEBRASKA MACHINERY CO		
Fund: 641 - WATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	7,908.15
		Fund 641 - WATER Total: 7,908.15
		Vendor 00402 - NEBRASKA MACHINERY CO Total: 7,908.15
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 631 - WASTEWATER		
ELECTRICITY	ELECTRIC POWER	187.90
ELECTRICITY	ELECTRIC POWER	14,344.31
		Fund 631 - WASTEWATER Total: 14,532.21
Fund: 641 - WATER		
ELECTRICITY	ELECTRIC POWER	3,302.35
ELECTRICITY	ELECTRIC POWER	4,201.70
		Fund 641 - WATER Total: 7,504.05
		Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total: 22,036.26
Vendor: 10300 - NMC GROUP INC		
Fund: 631 - WASTEWATER		
RENT - MACHINES	RENT-MACHINES	332.70
		Fund 631 - WASTEWATER Total: 332.70
		Vendor 10300 - NMC GROUP INC Total: 332.70
Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC		
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	180.00
		Fund 631 - WASTEWATER Total: 180.00
		Vendor 00285 - OREGON TRAIL PLUMBING, HEATING & COOLING INC Total: 180.00
Vendor: 09876 - OWEN DEVELOPMENT, LLC		
Fund: 321 - CRA		
TIF-OWEN DEV 3-3-25	TIF PASS THRU - INTEREST	1,342.75
		Fund 321 - CRA Total: 1,342.75
		Vendor 09876 - OWEN DEVELOPMENT, LLC Total: 1,342.75

Expense Approval Report

Post Dates: 2/19/2025 - 3/3/2025

Description (Payable)	Account Name	Amount
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	120.00
Fund 641 - WATER Total:		120.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		120.00
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: 00029 - PELCO CORP		
Fund: 111 - GENERAL		
DEPT SUPP COUNCIL	DEPARTMENT SUPPLIES	77.75
Fund 111 - GENERAL Total:		77.75
Vendor 00029 - PELCO CORP Total:		77.75
Vendor: 10203 - PIVO, INC.		
Fund: 321 - CRA		
TIF-PIVO 3-3-25	TIF PASS THRU - INTEREST	1,269.22
Fund 321 - CRA Total:		1,269.22
Vendor 10203 - PIVO, INC. Total:		1,269.22
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 321 - CRA		
TIF-FAIRFIELD INN 3-3-25	TIF PASS THRU - PRINCIPAL	877.98
TIF-FAIRFIELD INN 3-3-25	TIF PASS THRU - INTEREST	10,028.56
TIF-MTL COMM 3-3-25	TIF PASS THRU - INTEREST	737.18
TIF-PLATTE VALLEY BANK 3-3-...	TIF PASS THRU - INTEREST	2,386.59
TIF-SCOOTERS 3-3-25	TIF PASS THRU - INTEREST	237.59
Fund 321 - CRA Total:		14,267.90
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCT	HSA EE PAYABLE	10,124.80
HEALTH SAVINGS ACCT	HSA ER PAYABLE	6,215.00
Fund 713 - CASH & INVESTMENT POOL Total:		16,339.80
Vendor 01276 - PLATTE VALLEY BANK Total:		30,607.70
Vendor: 09807 - POLYDYNE INC		
Fund: 631 - WASTEWATER		
CHEMICALS	CHEMICALS	5,379.93
Fund 631 - WASTEWATER Total:		5,379.93
Vendor 09807 - POLYDYNE INC Total:		5,379.93
Vendor: 07838 - QUADIENT LEASING USA INC		
Fund: 111 - GENERAL		
RENT-MACHINES-PD	RENT-MACHINES	267.03
Fund 111 - GENERAL Total:		267.03
Vendor 07838 - QUADIENT LEASING USA INC Total:		267.03
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPP ADM/DS	DEPARTMENT SUPPLIES	11.55
DEPT SUPP ADM/DS	DEPARTMENT SUPPLIES	11.55
DEPT SUPP ADM	DEPARTMENT SUPPLIES	323.76
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	164.08
Fund 111 - GENERAL Total:		510.94
Vendor 00266 - QUILL CORPORATION Total:		510.94
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
CLAIMS	CLAIMS EXPENSE	61,795.36

Expense Approval Report

Post Dates: 2/19/2025 - 3/3/2025

Description (Payable)	Account Name	Amount
HEALTH INS PREM MARCH 20...	PREMIUM EXPENSE	50,356.88
Fund 812 - HEALTH INSURANCE Total:		112,152.24
Vendor 04089 - REGIONAL CARE INC Total:		112,152.24
Vendor: 03067 - RICHARD CELLI		
Fund: 111 - GENERAL		
PLOW BLADE FOR UTV	DEPARTMENT SUPPLIES	381.95
Fund 111 - GENERAL Total:		381.95
Vendor 03067 - RICHARD CELLI Total:		381.95
Vendor: 09564 - ROCKSTEP SCOTTSBLUFF LLC		
Fund: 321 - CRA		
TIF-ROCKSTEP 3-3-25	TIF PASS THRU - INTEREST	71.18
Fund 321 - CRA Total:		71.18
Vendor 09564 - ROCKSTEP SCOTTSBLUFF LLC Total:		71.18
Vendor: 09489 - RYAN R KUMM		
Fund: 212 - STREETS		
2025 20' PJ TILT DECK TRAILER	EQUIPMENT	9,795.00
Fund 212 - STREETS Total:		9,795.00
Vendor 09489 - RYAN R KUMM Total:		9,795.00
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	83.50
Fund 713 - CASH & INVESTMENT POOL Total:		83.50
Vendor 00026 - S M E C Total:		83.50
Vendor: 06279 - SALES MIDWEST, INC		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	404.75
Fund 111 - GENERAL Total:		404.75
Vendor 06279 - SALES MIDWEST, INC Total:		404.75
Vendor: 09877 - SCB COUNTY MUTUAL AID ASSOC.		
Fund: 111 - GENERAL		
ANNUAL DUES TO MUTUAL A...	MEMBERSHIPS	100.00
Fund 111 - GENERAL Total:		100.00
Vendor 09877 - SCB COUNTY MUTUAL AID ASSOC. Total:		100.00
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	300.00
Fund 713 - CASH & INVESTMENT POOL Total:		300.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:		300.00
Vendor: 00852 - SCOTTS BLUFF COUNTY COURT		
Fund: 111 - GENERAL		
LEGAL FEES-PD	LEGAL FEES	470.00
Fund 111 - GENERAL Total:		470.00
Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total:		470.00
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC		
Fund: 641 - WATER		
EQUIPMENT	EQUIPMENT	159.62
EQUIPMENT	EQUIPMENT	145.00
Fund 641 - WATER Total:		304.62
Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:		304.62

Expense Approval Report

Post Dates: 2/19/2025 - 3/3/2025

Description (Payable)	Account Name	Amount
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: 00786 - SHERWIN WILLIAMS		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	58.63
BLDG MAINT PARK	BUILDING MAINTENANCE	91.69
BLDG MAINT PARK	BUILDING MAINTENANCE	324.94
BLDG MAINT PARK	BUILDING MAINTENANCE	748.65
Fund 111 - GENERAL Total:		1,223.91
Vendor 00786 - SHERWIN WILLIAMS Total:		1,223.91
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	715.00
Fund 111 - GENERAL Total:		715.00
Vendor 00513 - SNELL SERVICES INC. Total:		715.00
Vendor: 04741 - SPENCER, KEVIN		
Fund: 111 - GENERAL		
LEAGUE OF MUNIC MIDWINT...	SCHOOL & CONFERENCE	227.43
Fund 111 - GENERAL Total:		227.43
Vendor 04741 - SPENCER, KEVIN Total:		227.43
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	32.00
Fund 641 - WATER Total:		32.00
Vendor 00054 - STATE HEALTH LAB Total:		32.00
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	105.00
Fund 111 - GENERAL Total:		105.00
Vendor 01235 - STATE OF NE. Total:		105.00
Vendor: 10449 - STEPHENS TAYLOR		
Fund: 721 - GIS SERVICES		
FLOOD PLAIN TRAINING MEAL...	SCHOOL & CONFERENCE	145.00
Fund 721 - GIS SERVICES Total:		145.00
Vendor 10449 - STEPHENS TAYLOR Total:		145.00
Vendor: 00677 - TERRY D SCOTT		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	210.31
Fund 111 - GENERAL Total:		210.31
Vendor 00677 - TERRY D SCOTT Total:		210.31
Vendor: 00325 - TEXAS PNEUDRAULIC INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	206.86
Fund 621 - ENVIRONMENTAL SERVICES Total:		206.86
Vendor 00325 - TEXAS PNEUDRAULIC INC Total:		206.86
Vendor: 01325 - THE PEAVEY CORP		
Fund: 111 - GENERAL		
INVEST SUPPLIES-PD	INVESTIGATIVE EXPENSES	74.30
Fund 111 - GENERAL Total:		74.30
Vendor 01325 - THE PEAVEY CORP Total:		74.30

Expense Approval Report

Post Dates: 2/19/2025 - 3/3/2025

Description (Payable)	Account Name	Amount
Vendor: 10611 - THOMAS LEVI		
Fund: 111 - GENERAL		
GASOLINE-PD	GASOLINE	300.00
Fund 111 - GENERAL Total:		300.00
Vendor 10611 - THOMAS LEVI Total:		300.00
Vendor: 10139 - TITAN MACHINERY, INC.		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	748.30
Fund 111 - GENERAL Total:		748.30
Vendor 10139 - TITAN MACHINERY, INC. Total:		748.30
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	10,277.75
RETIREMENT	REGULAR RETIRE EE PAY	9,529.78
RETIREMENT	DEFERRED COMP EE PAY	1,552.62
RETIREMENT	DEFERRED COMP EE PAY	1,450.00
RETIREMENT	DEFERRED COMP EE PAY	623.81
RETIREMENT	RETIRE FIRE EE PAYABLE	6,167.40
RETIREMENT	RETIRE FIRE EE PAYABLE	4,374.39
RETIREMENT	RETIRE POLICE EE PAY	7,860.44
RETIREMENT	RETIRE POLICE EE PAY	7,261.70
Fund 713 - CASH & INVESTMENT POOL Total:		49,097.89
Vendor 09865 - UNION BANK & TRUST Total:		49,097.89
Vendor: 08828 - US BANK		
Fund: 111 - GENERAL		
MISSION STATEMENT POSTERS	DEPARTMENT SUPPLIES	80.52
Coll.	COLLECTIONS	750.69
DEPT SUPP PARK	DEPARTMENT SUPPLIES	325.94
POSTAGE-PD	POSTAGE	37.70
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	9.08
Prgmg.	PROGRAMMING	122.58
Prgmg.	PROGRAMMING	9.49
Prgmg.	PROGRAMMING	13.98
Prgmg.	PROGRAMMING	9.96
HOTEL BOOKING - MUNOZ SW..	SCHOOL & CONFERENCE	33.54
DEPT SUPP CITY CLERK	DEPARTMENT SUPPLIES	21.98
OFFICE SUPPLIES- FOLDERS, P...	DEPARTMENT SUPPLIES	56.95
Prgmg.	PROGRAMMING	37.98
Dep. Sup.	DEPARTMENT SUPPLIES	49.94
TRAVEL TO HASTINGS - OFFIC...	GASOLINE	33.91
HOTEL DEPOSIT - MUNOZ SWI...	SCHOOL & CONFERENCE	71.85
HOTEL - LAURUHN ASSIST WI...	SCHOOL & CONFERENCE	126.92
Equip. Main.	EQUIPMENT MAINTENANCE	15.00
FUEL TRAVEL BACK FROM HA...	GASOLINE	29.01
RECRUITMENT HR	RECRUITMENT	110.27
DEPT SUPP HR	DEPARTMENT SUPPLIES	6.93
GASOLINE-PD	GASOLINE	19.83
POSTAGE HR	POSTAGE	34.23
DEPT SUPP ADM	DEPARTMENT SUPPLIES	64.37
Coll.	COLLECTIONS	16.91
Coll.	COLLECTIONS	25.92
Coll.	COLLECTIONS	15.99
Prgmg.	PROGRAMMING	15.99
MEMBERSHIP HR CK	MEMBERSHIPS	264.00
DEPT SUPP CM SCANNER	DEPARTMENT SUPPLIES	329.99
BLOOD PRESSURE CUFF	DEPARTMENT SUPPLIES	26.94
GASOLINE-PD	GASOLINE	44.72
POSTAGE-PD	POSTAGE	50.10

Expense Approval Report

Post Dates: 2/19/2025 - 3/3/2025

Description (Payable)	Account Name	Amount
GASOLINE-PD	GASOLINE	13.34
GROUND MAINT PARK	GROUNDS MAINTENANCE	20.68
Equip. Main.	EQUIPMENT MAINTENANCE	9.99
Prgmg.	PROGRAMMING	13.98
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	64.20
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	59.99
DEPT SUPPLIES - DS	DEPARTMENT SUPPLIES	66.95
Coll.	COLLECTIONS	18.00
BLDG MAINT-PD	BUILDING MAINTENANCE	225.49
BLDG MAINT-PD	BUILDING MAINTENANCE	225.49
Jan. Sup.	JANITORIAL SUPPLIES	19.60
CUTOFF WHEELS FOR SAW - E...	DEPARTMENT SUPPLIES	31.29
GASOLINE-PD	GASOLINE	37.52
DEPT SUPP ADM/DS	DEPARTMENT SUPPLIES	329.99
DEPT SUPP ADM/DS	DEPARTMENT SUPPLIES	329.99
Prgmg.	PROGRAMMING	17.70
NEWSPAPER SUBSCRIPTION - ...	SUBSCRIPTIONS	29.46
DEPT SUPP HR KEYBOARD ST...	DEPARTMENT SUPPLIES	60.97
DEPT SUPPLIES - DS	DEPARTMENT SUPPLIES	52.98
Equip. Main.	EQUIPMENT MAINTENANCE	88.99
GASOLINE-PD	GASOLINE	35.35
GASOLINE-PD	GASOLINE	28.04
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	256.77
SCHOOL & CONF L MILLER	SCHOOL & CONFERENCE	493.00
BLDG MAINT-PD	BUILDING MAINTENANCE	95.97
DEPT SUPPLIES - DS	DEPARTMENT SUPPLIES	149.99
POSTAGE-PD	POSTAGE	31.25
Dep. Sup.	DEPARTMENT SUPPLIES	74.48
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	123.88
POSTAGE-PD	POSTAGE	12.65
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	97.98
Jan. Sup.	JANITORIAL SUPPLIES	42.95
Equipment Maintenance	EQUIPMENT MAINTENANCE	199.95
FUEL	GASOLINE	18.43
INVEST SUPPLIES-PD	INVESTIGATIVE EXPENSES	138.00
Prgmg.	PROGRAMMING	779.99
GASOLINE-PD	GASOLINE	76.21

Fund 111 - GENERAL Total: 7,234.70

Fund: 212 - STREETS

MOSQUITO TRAINING FOR BR...	SCHOOL & CONFERENCE	95.00
MOSQUITO TRAINING FOR BR...	SCHOOL & CONFERENCE	95.00
MOSQUITO TRAINING FOR BR...	SCHOOL & CONFERENCE	95.00
MOSQUITO TRAINING FOR BR...	SCHOOL & CONFERENCE	95.00
MOSQUITO TRAINING FOR BR...	SCHOOL & CONFERENCE	95.00
MOSQUITO TRAINING FOR BR...	SCHOOL & CONFERENCE	95.00
MOSQUITO TRAINING FOR BR...	SCHOOL & CONFERENCE	95.00
MOSQUITO TRAINING FOR BR...	SCHOOL & CONFERENCE	95.00
SUPP - SHARPIES, MARKERS	DEPARTMENT SUPPLIES	39.46

Fund 212 - STREETS Total: 799.46

Fund: 225 - MUTUAL FIRE

WATER RESCUE - LIFE JACKETS	DEPARTMENT SUPPLIES	299.97
WATER RESCUE EQUIPMENT- ...	DEPARTMENT SUPPLIES	392.70

Fund 225 - MUTUAL FIRE Total: 692.67

Fund: 621 - ENVIRONMENTAL SERVICES

DEPT SUP	DEPARTMENT SUPPLIES	213.95
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Fund 621 - ENVIRONMENTAL SERVICES Total: 213.95

Fund: 641 - WATER

DEPT SUP	DEPARTMENT SUPPLIES	48.14
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Fund 641 - WATER Total: 48.14

Expense Approval Report

Post Dates: 2/19/2025 - 3/3/2025

Description (Payable)	Account Name	Amount
Fund: 721 - GIS SERVICES		
DEPT SUPPLIES - GIS	DEPARTMENT SUPPLIES	22.67
TSTEPHENS - FUEL- TRAINING	SCHOOL & CONFERENCE	33.66
Fund 721 - GIS SERVICES Total:		56.33
Vendor 08828 - US BANK Total:		9,045.25
Vendor: 00022 - WALMART		
Fund: 111 - GENERAL		
Prgmg.	PROGRAMMING	5.62
Prgmg.	PROGRAMMING	14.13
DEPT SUPP/CIVIL SERV	DEPARTMENT SUPPLIES	48.08
DEPT SUPP/CIVIL SERV	RECRUITMENT	18.31
DETERGENT, BAN FOR BURN ...	DEPARTMENT SUPPLIES	58.69
INVEST SUPPLIES-PD	INVESTIGATIVE EXPENSES	124.00
Fund 111 - GENERAL Total:		268.83
Vendor 00022 - WALMART Total:		268.83
Vendor: 00085 - WILBURNS TRANSMISSION INC.		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	6,335.90
Fund 111 - GENERAL Total:		6,335.90
Vendor 00085 - WILBURNS TRANSMISSION INC. Total:		6,335.90
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
Grand Total:		493,676.57

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	58,832.69	102.17
212 - STREETS	13,684.34	0.00
213 - CEMETERY	106.15	0.00
215 - SPECIAL PROJECTS	11,371.50	0.00
224 - ECONOMIC DEVELOPMENT	195.63	0.00
225 - MUTUAL FIRE	692.67	0.00
321 - CRA	53,907.61	0.00
511 - CAPITAL PROJECTS FUND	38,966.00	0.00
621 - ENVIRONMENTAL SERVICES	1,969.89	49.45
631 - WASTEWATER	37,185.13	15,832.87
641 - WATER	19,084.32	2,521.25
661 - STORMWATER	1,092.42	1,091.95
713 - CASH & INVESTMENT POOL	144,234.18	144,234.18
721 - GIS SERVICES	201.80	0.00
812 - HEALTH INSURANCE	112,152.24	61,795.36
Grand Total:	493,676.57	225,627.23

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21216	LIQUOR LICENSE PAYABLE	100.00	0.00
111-21311	SALES TAX PAYABLE	102.17	102.17
111-41116-000	OTHER OCCUPATION TAX	200.00	0.00
111-49121-115	REFUND MISCELLANEOUS	5.00	0.00
111-52111-111	DEPARTMENT SUPPLIES	1,580.29	0.00
111-52111-112	DEPARTMENT SUPPLIES	67.90	0.00
111-52111-113	DEPARTMENT SUPPLIES	77.75	0.00
111-52111-114	DEPARTMENT SUPPLIES	329.99	0.00
111-52111-115	DEPARTMENT SUPPLIES	21.98	0.00
111-52111-121	DEPARTMENT SUPPLIES	611.46	0.00
111-52111-141	DEPARTMENT SUPPLIES	636.34	0.00
111-52111-142	DEPARTMENT SUPPLIES	582.96	0.00
111-52111-151	DEPARTMENT SUPPLIES	198.42	0.00
111-52111-171	DEPARTMENT SUPPLIES	810.40	0.00
111-52121-151	JANITORIAL SUPPLIES	62.55	0.00
111-52162-142	FIREARMS SUPPLIES	39.96	0.00
111-52163-142	INVESTIGATIVE EXPENSES	434.28	0.00
111-52181-171	UNIFORMS & CLOTHING	3,674.00	0.00
111-52222-151	COLLECTIONS	827.51	0.00
111-52223-151	PROGRAMMING	1,041.40	0.00
111-52225-112	SUBSCRIPTIONS	29.46	0.00
111-52311-112	MEMBERSHIPS	264.00	0.00
111-52311-141	MEMBERSHIPS	100.00	0.00
111-52311-142	MEMBERSHIPS	200.00	0.00
111-52411-112	POSTAGE	34.23	0.00
111-52411-142	POSTAGE	131.70	0.00
111-52511-141	GASOLINE	62.92	0.00
111-52511-142	GASOLINE	873.44	0.00
111-53111-111	CONTRACTUAL SERVICES	1,445.67	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-141	CONTRACTUAL SERVICES	4,499.66	0.00
111-53111-142	CONTRACTUAL SERVICES	7,559.72	0.00
111-53111-151	CONTRACTUAL SERVICES	227.64	0.00
111-53111-172	CONTRACTUAL SERVICES	1,000.00	0.00
111-53121-142	CONSULTING SERVICES	35.00	0.00
111-53211-142	LEGAL FEES	494.02	0.00
111-53421-141	BUILDING MAINTENANCE	258.39	0.00
111-53421-142	BUILDING MAINTENANCE	354.36	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53421-151	BUILDING MAINTENANCE	715.00	0.00
111-53421-171	BUILDING MAINTENANCE	1,255.25	0.00
111-53441-111	EQUIPMENT MAINTENA...	164.94	0.00
111-53441-151	EQUIPMENT MAINTENA...	313.93	0.00
111-53441-171	EQUIPMENT MAINTENA...	8,672.76	0.00
111-53451-142	VEHICLE MAINTENANCE	6,335.90	0.00
111-53451-171	VEHICLE MAINTENANCE	210.31	0.00
111-53471-171	GROUND MAINTENAN...	1,003.09	0.00
111-53521-111	HEATING FUEL	657.49	0.00
111-53521-141	HEATING FUEL	509.09	0.00
111-53521-142	HEATING FUEL	673.54	0.00
111-53521-151	HEATING FUEL	690.36	0.00
111-53521-171	HEATING FUEL	756.96	0.00
111-53521-172	HEATING FUEL	112.39	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	1,457.44	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	280.00	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	282.03	0.00
111-53711-111	SCHOOL & CONFERENCE	723.00	0.00
111-53711-113	SCHOOL & CONFERENCE	1,298.85	0.00
111-53711-114	SCHOOL & CONFERENCE	227.43	0.00
111-53711-121	SCHOOL & CONFERENCE	104.00	0.00
111-53711-141	SCHOOL & CONFERENCE	232.31	0.00
111-53711-142	SCHOOL & CONFERENCE	2,819.39	0.00
111-53913-112	RECRUITMENT	128.58	0.00
111-59211-172	LICENSE/PERMITS	80.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	611.23	0.00
212-53521-212	HEATING FUEL	2,511.53	0.00
212-53561-212	PHONE & INTERNET	6.58	0.00
212-53711-212	SCHOOL & CONFERENCE	760.00	0.00
212-54411-212	EQUIPMENT	9,795.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	62.27	0.00
213-53561-213	PHONE & INTERNET	43.88	0.00
215-54991-113	GRANT EXPENSE	11,371.50	0.00
224-52111-113	DEPARTMENT SUPPLIES	195.16	0.00
224-53561-113	PHONE & INTERNET	0.47	0.00
225-52111-141	DEPARTMENT SUPPLIES	692.67	0.00
321-57221-111	TIF PASS THRU - PRINCIP...	877.98	0.00
321-57222-111	TIF PASS THRU - INTERE...	53,029.63	0.00
511-54411-111	EQUIPMENT	38,966.00	0.00
621-21311	SALES TAX PAYABLE	49.45	49.45
621-52111-621	DEPARTMENT SUPPLIES	433.93	0.00
621-53111-621	CONTRACTUAL SERVICES	25.19	0.00
621-53441-621	EQUIPMENT MAINTENA...	144.78	0.00
621-53451-621	VEHICLE MAINTENANCE	239.37	0.00
621-53521-621	HEATING FUEL	1,075.28	0.00
621-53561-621	PHONE & INTERNET	1.89	0.00
631-21311	SALES TAX PAYABLE	15,832.87	15,832.87

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
631-52111-631	DEPARTMENT SUPPLIES	80.42	0.00
631-52611-631	CHEMICALS	5,379.93	0.00
631-53111-631	CONTRACTUAL SERVICES	796.06	0.00
631-53441-631	EQUIPMENT MAINTENA...	229.05	0.00
631-53531-631	ELECTRIC POWER	14,532.21	0.00
631-53561-631	PHONE & INTERNET	1.89	0.00
631-53631-631	RENT-MACHINES	332.70	0.00
641-21311	SALES TAX PAYABLE	2,521.25	2,521.25
641-52111-641	DEPARTMENT SUPPLIES	115.76	0.00
641-52117-641	SAMPLES	398.00	0.00
641-52411-641	POSTAGE	64.60	0.00
641-53441-641	EQUIPMENT MAINTENA...	7,992.43	0.00
641-53521-641	HEATING FUEL	181.72	0.00
641-53531-641	ELECTRIC POWER	7,504.05	0.00
641-53561-641	PHONE & INTERNET	1.89	0.00
641-54411-641	EQUIPMENT	304.62	0.00
661-21311	SALES TAX PAYABLE	1,091.95	1,091.95
661-53561-661	PHONE & INTERNET	0.47	0.00
713-21512	MEDICARE W/H EE PAY...	9,685.34	9,685.34
713-21513	FICA W/H EE PAYABLE	35,852.86	35,852.86
713-21514	FED W/H EE PAYABLE	29,676.71	29,676.71
713-21517	POL UNION DUES EE PAY	975.00	975.00
713-21518	FIRE UNION DUES EE PAY	300.00	300.00
713-21524	SMEC EE PAYABLE	83.50	83.50
713-21528	REGULAR RETIRE EE PAY	19,807.53	19,807.53
713-21529	DEFERRED COMP EE PAY	3,626.43	3,626.43
713-21531	RETIRE FIRE EE PAYABLE	10,541.79	10,541.79
713-21533	RETIRE POLICE EE PAY	15,122.14	15,122.14
713-21539	CHILD SUPPORT EE PAY	2,223.08	2,223.08
713-21541	HSA EE PAYABLE	10,124.80	10,124.80
713-21741	HSA ER PAYABLE	6,215.00	6,215.00
721-52111-721	DEPARTMENT SUPPLIES	22.67	0.00
721-53561-721	PHONE & INTERNET	0.47	0.00
721-53711-721	SCHOOL & CONFERENCE	178.66	0.00
812-53861-112	PREMIUM EXPENSE	50,356.88	0.00
812-53862-112	CLAIMS EXPENSE	61,795.36	61,795.36
Grand Total:		493,676.57	225,627.23

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	428,396.99	225,627.23
3121757222	3,902.86	0.00
3121857221	877.98	0.00
3121857222	10,028.56	0.00
3121957222	71.18	0.00
3122057222	17,310.87	0.00
3122157222	1,342.75	0.00
3122257222	2,386.59	0.00
3122357222	5,641.99	0.00
3122457222	1,269.22	0.00
3122557222	237.59	0.00
3122657222	4,547.86	0.00
3122757222	2,597.52	0.00
3122857222	737.18	0.00
3122957222	1,869.30	0.00
3123057222	1,086.16	0.00
5001054991	11,371.50	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
6002053561	0.47	0.00
Grand Total:	493,676.57	225,627.23

City of Scottsbluff, Nebraska

Monday, March 3, 2025

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 ATTIOL, LLC d/b/a In Out Liquor, 615 S. Beltline Hwy E, Suite A, Scottsbluff, NE.

Staff Contact: Kimberley Wright

Agenda Statement

Item No.

For meeting of: March 3, 2025

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 ATTIOL, LLC d/b/a In Out Liquor, 615 S. Beltline Hwy E, Suite A, 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 ATTIOL, LLC d/b/a In Out Liquor, 615 S. Beltline Hwy E, Suite A, 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 ☐

Adam & Taylor Gollas
160466 Sauer Road
Mitchell, NE 69357

APPROVAL FOR SUBMITTAL: _____
City Manager



Application Copy

File Number: 68190

LICENSE TYPE EXHIBIT 1 Class C Beer, Wine Spirits On and Off Sale	APPLICATION DATE RECEIVED 2025-01-10
SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME ATTIOL LLC	LICENSEE TYPE Corporation
DOING BUSINESS AS In Out Liquor	CORPORATE NUMBER
INCORPORATION DATE	
CORRESPONDENCE ADDRESS 160466 SAUER ROAD MITCHELL, NE 69357	
MAILING ADDRESS 160466 SAUER ROAD MITCHELL, NE 69357	
PHYSICAL ADDRESS 615 S BELTLINE HWY E STE A SCOTTSBLUFF, NE 69361	
CONTACT NAME Adam Gollas	PREFERRED CONTACT METHOD Mail

CONTACT PHONE
(308) 641-0880

ALTERNATE PHONE

FAX

EMAIL
gollas108@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
ADAM GOLLAS	PRESIDENT		50
TAYLOR GOLLAS	OWNER		50

ADDITIONAL INFORMATION

MARITAL STATUS
Single

MANAGED BY AGENT
No

PREMISES TYPE
Liquor/Package Store

PREMISES NAME
IN OUT LIQUOR

OPERATOR
ADAM GOLLAS

CORPORATE LIMIT DESIGNATION
Inside

LEASE OR OWN
Own

PHYSICAL ADDRESS

615 S Beltline Hwy E, Suite A, Scottsbluff, Nebraska, 69361

MAILING ADDRESS

160466 SAUER ROAD
MITCHELL, NE 69357

CONTACT NAME Adam Gollas	PREFERRED CONTACT METHOD Mail
CONTACT PHONE (308) 641-0880	ALTERNATE PHONE
FAX	EMAIL gollas108@gmail.com
PREMISES MANAGER TAYLOR GOLLAS	PREMISES MANAGER EMAIL TAYLOR.GOLLAS@GMAIL.COM

QUESTIONS

Class C Beer, Wine Spirits On an

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) *Not square feet*

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. (NO BLUEPRINTS)

58',29'6"

Exterior cooler 10'x15'

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.

1 floor, ground level

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?

Summer 2025

- 10 What are the anticipated hours of operation?

10 am - 10 pm

Monday - Sunday

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

Yes

Platte Valley Bank

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

No

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

No

14 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

a) Adam Gollas, Taylor Gollas

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

Yes

10 years managing El Charrito Restaurant & Lounge

- Was on the liquor license for roughly 10 years with no violations.

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

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

No

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

No

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

EL CHARRITO REST & LOUNGE INC
802 21ST AVENUE, SCOTTSBLUFF, NE 69361
042852

Adam Gollas is no longer a manager and was removed from the liquor license. That license and restaurant is still active.

- 20 Has the premises location been previously licensed within the last 2 years?

No

- 21 Are you applying for a Temporary Operating Permit?

No

- 22 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Taylor Gollas

- 23 What is the manager's address?

160466 Sauer Road
Mitchell, NE 69357

- 24 What is the manager's phone number?

308.641.0275

25 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

26 What is the manager's email address? An email will be sent to them to obtain their personal information.

Taylor.gollas@gmail.com

27 Is the manager married?

Yes

Adam Gollas

gollas108@gmail.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Privacy Act Statement	Fingerprint Doc .pdf	
Premises Description & Diagram	IOL Layout.pdf	
Business Plan	In Out Liquor Business Plan.doc	
Lease / Deed / Purchase Agreement	ATG Investments - purchase agreement.pdf	

APPLICANT

Adam Gollas

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.



Additional Information Requested

File Number: 68190

LICENSE TYPE Class C Beer, Wine Spirits On and Off Sale	ADDITIONAL INFORMATION DATE RECEIVED 2025-01-20
SECONDARY LICENSE(S) None selected	
LICENSEE LEGAL NAME ATTIOL LLC	LICENSEE TYPE Corporation
DOING BUSINESS AS In Out Liquor	CORPORATE NUMBER
INCORPORATION DATE	
CORRESPONDENCE ADDRESS 160466 SAUER ROAD MITCHELL, NE 69357	
MAILING ADDRESS 160466 SAUER ROAD MITCHELL, NE 69357	
PHYSICAL ADDRESS 615 S BELTLINE HWY E STE A SCOTTSBLUFF, NE 69361	
CONTACT NAME Adam Gollas	PREFERRED CONTACT METHOD Mail

CONTACT PHONE
(308) 641-0880

ALTERNATE PHONE

FAX

EMAIL
gollas108@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
ADAM GOLLAS	PRESIDENT		50
TAYLOR GOLLAS	OWNER		50

ADDITIONAL INFORMATION

ADDITIONAL INFORMATION REQUESTED

We will need a lease from ATG Investments LLC to ATTOL LLC for the premise, if you make the lease for 25-50 years we won't have to get another one for a long while.

Please upload the lease through the portal when you have one.

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

ADDITIONAL INFORMATION PROVIDED

Please find lease agreement attached. Please let me know if you need anything else.

Thanks!

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	ATG - ATTiOL Lease - Signed .pdf	Lease Agreement

APPLICANT

Adam Gollas

IN OUT LIQUOR

Executive Summary

In Out Liquor aims to provide a modern, high end liquor store selling beer, wine, liquor, and tobacco. The unique, welcoming atmosphere will attract customers and the expansive product options will suit all budgets. Owner/Operators Adam and Taylor Gollas have over 20 years of business management experience. Adam specifically managed a restaurant & bar for 10 years, harnessing his charismatic personality keeping customers coming back week after week.

In Out Liquor will offer a wide variety of domestic & craft beer, red wine, white wine, sparkling wine, rose/blush wine, champagne and tobacco products. Pricing will be on target with competitors, and we plan to run specials & promotions on select products.

Company Description

In out Liquor is a retail store selling beer, wine, liquor and tobacco products in Scottsbluff, Nebraska. It will be located on one of the busier roads in Scottsbluff with quick, easy in and out access. Owners Adam and Taylor Gollas are both born and raised in the area and are well established business owners in the community. Our mission is to offer high quality products in a modern, upscale atmosphere.

The competition

The primary competitors are Main Street Market Wine & Spirits and Kelly's Liquor. These are two of the only stand-alone liquor stores in the area. All other establishments that sell alcohol are C-stores or grocery stores.

Revenue streams

In Out Liquor will sell directly to walk-in customers.

Marketing activities

In Out Liquor will utilize local newspaper and radio ads for new store opening advertisement. Social media outlets will be a primary means of advertising for specials and event marketing.

Expenses

- Renovation of building
- Shelving/Coolers/Beer Cave
- Initial alcohol purchase
- POS System & Operating Software

Team and key roles

Team members consist of owners, Adam & Taylor Gollas. There will be roughly four to five employees that assist with customer check out, stocking & maintaining inventory.

Milestones

As business grows, In Out Liquor will increase advertising to target markets, during holiday seasons and for specials and promotions.

OFFICE LEASE AGREEMENT

AGREEMENT OF LEASE, executed this 10th day of January, 2025, between ATG Investments, LLC, hereinafter referred to as Landlord; and ATTiOL, LLC, hereinafter referred to as Tenant.

1. **RENT.** The Landlord hereby leases to the tenant, and the Tenant hereby leased from the Landlord, the premises known as **Suite A, 615 South Beltline East, Scottsbluff, NE 69361**, to occupy as a strictly commercial office by the Tenant for the following term: For a term to commence on 04 /01/2025 and to end on 04/30/2050, unless sooner terminated, as hereinafter provided. The Tenant, paying rent to the Landlord **ATG Investments, LLC, 615 South Beltline HWY East, Suite C, Scottsbluff NE, 69361**, is payable in equal monthly installment of **\$1,860.00**, which includes utilities and amortization of Improvements, as described below. Rent is payable in advance of the 1st day of each month. **The Base Rent shall be increased 3% on each anniversary of the Lease.**

<u>Base Rent</u>	<u>Included Utilities</u>	<u>Improvements</u>	<u>Total</u>
\$9.00/SF	\$3.00/SF	\$0.00/SF	\$12.00/SF
\$1,395/Mo.	\$465/Mo.	\$0/Mo.	\$1,860/Mo.

2. Tenant shall have the right to extend this Lease Agreement for additional one-year terms, not to exceed five (5) additional terms. Tenant shall give Landlord sixty (60) days advance notice in writing of such option. Base Rent and any additional terms will be negotiated by Landlord and Tenant, but increases shall not exceed 3% per year.
3. **LATE CHARGE.** If rent is not received within five (5) days following the due date, a late charge of 10% or \$10.00 per day will be assessed, whichever is greater.
4. **UTILITIES.** Landlord will pay for electricity/natural gas/water/sewer/garbage/snow removal, which is included in the Total Monthly Rent. Tenant will pay for the installation, usage and service of cable television, internet and telephone service.
5. **EXPANSION.** Tenant shall have the option of requesting additional space at any time during the Lease Period. Landlord agrees to accommodate this request to the extent additional space is available. Landlord further agrees that the lease rate for any additional space will be the same as the current Gross rental cost at the time the additional space is occupied.
6. **RULES AND REGULATIONS.** Tenant agrees its licensees, employees and guests will conform to the rules and regulations governing the premises and to any reasonable changes or new regulations the Landlord may deem necessary. Tenant also agrees to abide by all laws and regulations of all governmental authorities. Tenant will not violate any insurance in effect by the Landlord.

7. **SECURITY DEPOSIT.** Tenant has deposited a security deposit equal to one month of base rent and Landlord hereby acknowledges the receipt of security as paid faithful performance of all the terms of this Lease. Upon termination of the tenancy, the money held as security by Landlord may be applied to the payment of damages which Landlord has suffered by reason of the Tenant's noncompliance with the Lease Agreement including past due rent, utilities or improvements. The balance, if any, and a written itemization, shall be delivered or mailed to the Tenant within fourteen (14) days after the demand and designation of the location where payment may be mailed.
8. **TAXES AND ASSESSMENT.** Landlord shall pay all special assessments that may be levied or assessed on the leased premises, and all real estate taxes that may be levied or assessed on the leased premises. Tenant shall pay all property taxes on its merchandise, trade fixtures and equipment on the premises.
9. **SIGN.** Landlord, within 60 days of occupancy, shall erect suitable curb-side signage that is available to all Tenants in the facility, at Landlord's cost.
10. **FIXTURES.** Tenant may, upon vacating the premises, or at any time during the continuance of its tenancy, remove all shelving and fixtures, equipment, or other personal property of Tenant which it may have installed or placed at its own expenses on said premises, or otherwise acquired. Tenant shall repair any damage to the premises caused by removal.
11. **ALTERATIONS.** Landlord shall make modification to the premises as requested by the Tenant. These improvements will be amortized over the initial term of the Lease. Tenant shall make no additional alterations, additions or improvements in or to the premises without the Landlord's prior written consent. All such alterations, additions or improvements made by either party, shall become the property of the Landlord. Any such alterations shall comply with building codes, electrical codes, proper building permits and preapproved building plans. Any wall material shall be dry wall material associated with the repairs, due to damages, caused by actions of Tenant and/or guests or employees of Tenant. These damages shall include screens, doors, locks, and blocked drains, due to non-maintenance.
12. **ASSIGNMENT.** Tenant will not assign or sublet, in whole or in part, any part of the premises. Any sublease or share rent agreement made by Tenant shall void this agreement without recourse or renewal of this Lease Agreement.
13. **QUIET ENJOYMENT.** Landlord agrees the Tenant shall, contingent upon Tenant's compliance with the terms and conditions of the Lease Agreement, quietly and peaceably hold, possess and enjoy the leased premises for the full term of this Lease Agreement, without let or hindrance from Landlord or any person claiming by, through or under Landlord, and Landlord will defend the title to the leased premises and the use, possession and occupancy of the same by Tenant against the lawful claims of all persons whomsoever, except those claiming by, through or under Tenant.

14. ACCESS TO PREMISES. Landlord or its' agent(s), with adequate notice to Tenant, shall have free access at all reasonable hours to the premises for the purpose of examining, exhibiting or making alterations. Landlord may have immediate access in the event of an emergency or for the purpose of making repairs.
15. CONDITION OF PREMISE. Tenant hereby acknowledges that is has examined the premises and that no representations as to the condition or sate of repairs thereof have been made, and Tenant hereby accepts the premises after agreed to modifications are complete. Tenant further agrees, during its occupancy of the premises, to keep the premises in good repair and, at the expiration of this Lease, yield and deliver the premises in the condition it was taken, reasonable use and wear thereof alone accepted. The Landlord may enter the premises and make any repairs made necessary by the Tenant or Tenants occupants and the expense so incurred shall be deemed additional rent, payable to the Landlord on the first day of the month following the incurring of such expense.
16. PETS. No pets or animals of any kind are allowed. All ADA required assist animals are approved.
17. DEFAULT IN RENT. If rent is unpaid when due, landlord may terminate this agreement after ten (10) day notice and take action for possession.
18. DEFAULTS OTHER THAN RENT. If Tenant defaults in fulfilling of the covenants, agreements or conditions of the Lease, other than the covenants for payment of rent, then Landlord may terminate the lease by delivering written notice to Tenant specifying the breach and stating that the lease agreement will terminate thirty (30) days after receipt of the notice if breach is not remedied in fourteen (14) days. If substantially the same acts or omissions reoccur within six (6) month, Landlord may terminate the lease upon at least fourteen (14) days written notice specifying the breach and the day of termination.
19. DEFAULT BY LANDLORD. IF Landlord defaults on any of her obligations hereunder, Tenant shall provide Landlord with written notice of said default. If Landlord fails to cure such default within twenty (20) days, in addition to any other rights Tenant may have, Tenant shall have the option to either cancel the lease or perform Landlord's obligations and deduct any reasonable costs incurred against future rent.
20. EXTENDED VACANCY AND ABANDONMENT. If the premises shall become vacant in the excess of ten (10) days, without notice to the Landlord, the Landlord may any tine thereafter enter the premises for inspection. In the event the Tenant, without notice, vacates the premises one full rental period or thirty (30) days, this shall constitute abandonment and the Tenant agrees to surrender to the Landlord the security deposit as Landlord's fee for re-entering the premises, if. A new Tenant can be secured. Tenant, however, agrees that his liability to pay, in full the rent provided herein continues for the full term of this lease, without recourse or proration.
21. INSURANCE. Proof of insurance will be provided.

22. **MODIFICATIONS.** Any modification of this agreement shall not be binding upon the Landlord or tenant unless the same be made in writing and signed by both parties.
23. **LEASE BINDING.** It is agreed that the terms of this agreement are contractual and not mere recitals, and are binding upon the parties wherein, their successors, heirs, personal representatives, and assigns.
24. **OTHER TERMS.** Tenant will notify Landlord of any mechanical, electrical or plumbing problems. Tenant will repair sink faucets, outside faucets and electrical problems with a limit of \$500.00 Landlord shall pay additional costs. Tenant will assume responsibility for furnace and/or hot water heater repairs with a limit of \$500.00 Landlord will pay any additional costs. Landlord will not be responsible for Tenant caused blockages to drains or sewers. Any repairs not authorized by Landlord or agent will be the responsibility of Tenant.
25. **INSURANCE.** Landlord shall maintain liability and property hazard insurance. It is recommended that Tenant obtain an insurance policy for liability and personal property. Landlord assumes no responsibility for damages or loss of renter's personal property due to theft, fire, water damage or mistreatment of property.
26. **NOTICES.** Any notices under the provisions of this Lease shall be deemed to be received if the same are provided by personal service or mailed by regular U.S. Mail, postage prepaid, to the parties at the following addresses, unless prior written notification is received of a change of address:

LANDLORD: Adam Gollas
ATG Investments, LLC
615 S. Beltline East, Ste C
Scottsbluff, NE 69361
Telephone: 308-641-0880

TENANT: Taylor Gollas
ATTiOL, LLC
160466 Sauer Road
Mitchell, NE 69357
Telephone: 308-641-0275

27. **DUTIES OF LANDLORD.** In consideration of this Lease, Landlord agrees to do the following:
1. Comply with all federal, state and local laws applicable to the premises.
 2. Provided, at no additional cost, parking to Tenant.
 3. Maintain an insurance policy on the building.
 4. Comply with all provisions of this Lease.

28. DUTIES OF TENANT. In consideration of this Lease, Tenant agrees to do the following:

1. Refrain from any use of the property that would invalidate Landlord's insurance or necessitate additional premium coverage.
2. Comply with all federal, state, and local laws application to the premises.
3. Allow entry to the Landlord at reasonable time, to inspect or repair the premises. 24 hours advance notice will be given by Landlord or property manager prior to entry.
4. Comply with all provisions of this Lease.
5. Take reasonable precautions against freezing of water pipers, fixtures, faucets, toilets, etc., and against obstructions being introduced into the plumbing systems.
6. Promptly notify Landlord of any necessary repairs, power failures, broken pipes, or leaks. If Landlord cannot be contacted promptly, Tenant may contact the Public Service Company regarding the loss of heat, gas, water or electricity.

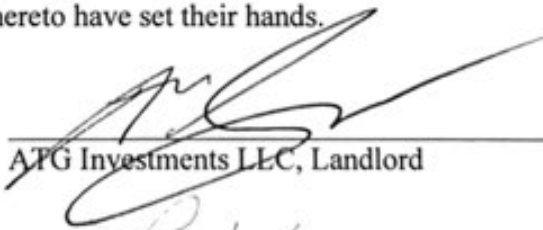
29. AMENDMENTS TO LEASE. This written instrument contains the entire agreement between the parties. Any amendments or modifications to this agreement shall not be binding upon the parties unless the same is mad in writing and signed by both Landlord and Tenant.

30. EXECUTION. This Lease is being executed by the parties simultaneously in two counterparts, one of which shall be delivered to Landlord and one to Tenant. Until this Lease is executed by both parties, it shall be construed only as an offer to lese. Upon execution by both Landlord and Tenant this Lease shall become effective.

31. GOVERNING LAW. This Lease shall be construed and governed by the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have set their hands.

Dated: 1-10-25

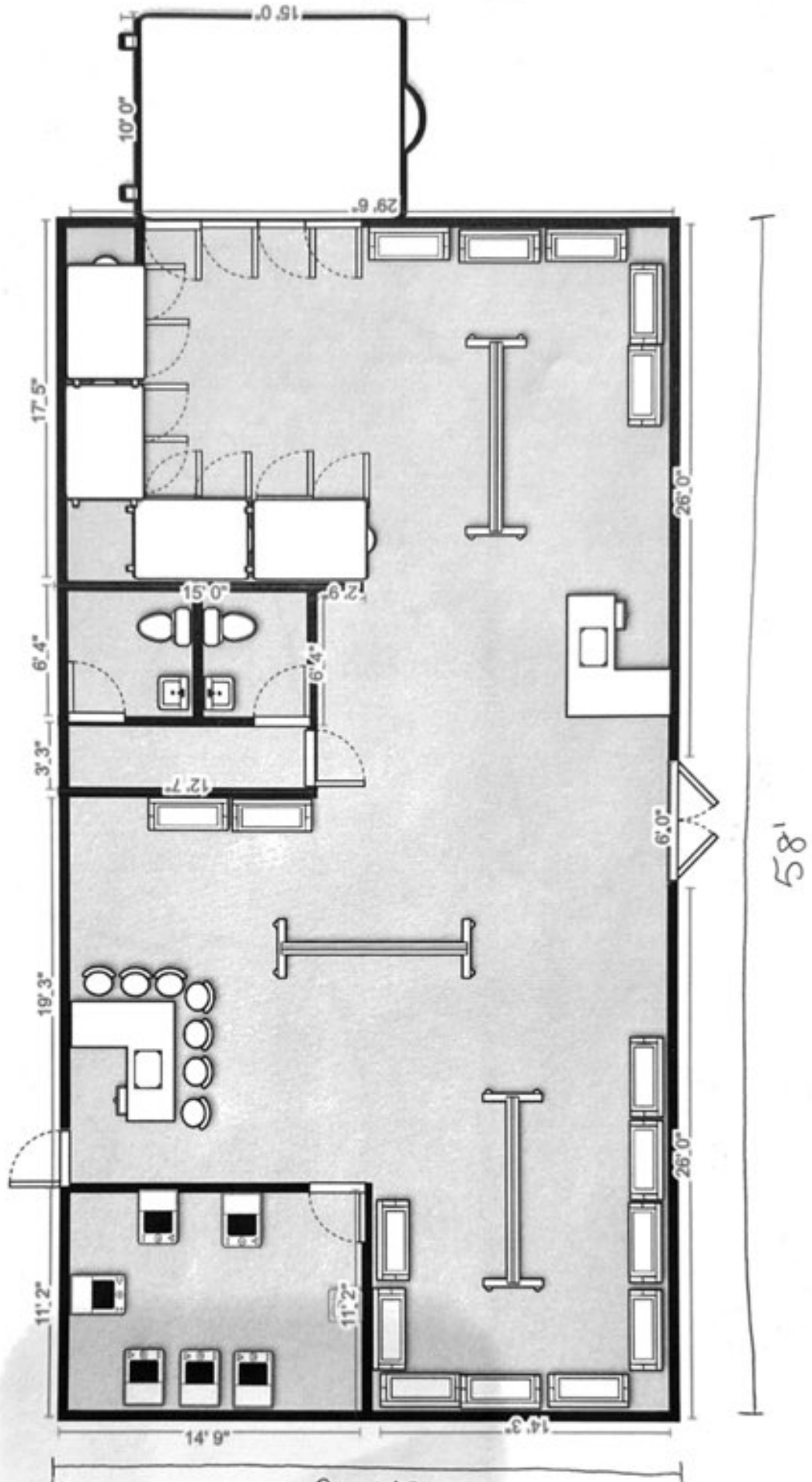

ATG Investments LLC, Landlord

Dated: 1/10/2025


ATTiOL LLC, Tenant

1 Floor, Ground Level

N



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: Krisa Brass, Chief of Police
Date: 02/28/2025
Re: Application for a Class C Liquor License (Beer, Wine Spirits On and Off Sale), ATTIOIOL LLC.,
IN OUT LIQUOR 615 S Beltline Hwy E Suite A, Scottsbluff, NE 69361

AUTHORITY: The Scottsbluff Police Department reports specific information to the City Council whenever a liquor license application is presented. The information furnished by the Police Department conforms to Chapter 53, Reissue Revised Statutes of Nebraska 1943, and Section 53-132, which outlines the factors 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 Adam Gollas to determine their fitness for a liquor license. Adam reported no criminal convictions, and I found none. I found no information that would disqualify the applicant from having a liquor license. I also conducted a background investigation of Taylor Gollas, the Manager Applicant, on the license. Taylor 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, February 26, 2025, Adam and Taylor Gollas appeared before the Liquor License Holders Investigatory Board to discuss their application. Taylor explained that the hours of operation will be Sunday through Thursday 10:00 AM to 10:00 PM, Friday and Saturday from 10:00 AM to 1:00 AM.

Both Taylor and Adam indicated all employees will receive beverage service training and every ID will be scanned and their POS system will alert for an underage ID. They have a policy in place for retraining and potential termination for compliance failures.

The applicants appear 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:

(D) They have security cameras on site. Taylor and Adam will have access to inventory but other employees will not.

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

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

The hours of operation will be Sunday through Thursday 10:00 AM to 10:00 PM, Friday and Saturday from 10:00 AM to 1:00 AM. With the potential for re-evaluation and shortening at a later date.

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

SPECIFIC ISSUES COMMISSION MAY CONSIDER

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

There have been no known citizen protests of this business.

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

The business is located at 615 S Beltline Hwy E Suite A, Scottsbluff, NE. I would not anticipate any issues with its location.

(H) 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.

(I) 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. There is a decent sized parking lot available near the business.

(J) The adequacy of existing law enforcement:

The Scottsbluff Police Department has an authorized strength of 33 full-time officers and handled over 20,000 calls for service, not including traffic citations, during 2024. 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.

(K) 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.

For your consideration,

Krisa Brass

EXHIBIT IV

Memo

Date: March 3, 2025
To: Honorable Mayor Vidlak and Members of the City Council
From: Kimberley Wright, City Clerk
CC: Kevin Spencer, City Manager
Re: Class C Liquor License ATTIOL, LLC, d/b/a In Out Liquor, 615 S. Beltline, Hwy E, Ste A, 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 M	Bottle Club
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 (Virk Hospitality)

1821 Frontage Rd.

Taverns/Lounges

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

20 West 18th Street
1907 Broadway
1001 Avenue I
1402 East 20th St.- Suite B
1717 Broadway

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

15

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

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

Essential Fuel
Essential Fuel
Chen's Express Mart

2319 East Overland
837 27th Street
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

1401 Frontage Rd.
3322 Avenue I

TOTAL CLASS D LICENSES 17

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

1722 Broadway

TOTAL CLASS IB LICENSES 1

Class L Licenses

Flyover Brewing Company

1824 Broadway

TOTAL CLASS L LICENSES 1

Class M Licenses

G&T Billiards Unlimited

1214 3rd Avenue

TOTAL CLASS M LICENSES 1

Wholesale

High Plains Budweiser

Class W Licenses

2810 Ave M

TOTAL CLASS W LICENSES 1**Class Y License**

Papa Moon Ciders (Catering)

3109 Ave. B

TOTAL CLASS Y LICENSE 1**Class Z Licenses**Great Plains Distillery (Catering)

213 West Railway St.

TOTAL CLASS Z LICENSES 1**TOTAL LICENSES**

Class A	0
Class B	1
Class C	15
Class D	17
Class I	13
Class IB	1
Class L	1
Class M	1
Class W	1
Class Y	1
Class Z	1
TOTAL LICENSES	52

Memo

EXHIBIT V

Date: February 5th, 2025
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Kevin Spencer
Re: Class "C" Liquor License Application
In Out Liquor
615 S Beltline Hwy E.
STE A
Scottsbluff, NE 69361

Action:

The owner of In Out Liquor has applied for a Class "C" liquor license in the name of ATTOL 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 615 S Beltline Hwy E. is situated in a C-3 (Heavy Commercial) zoning district where convenience stores are allowed by the right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances. The neighboring properties to north, west and east are C-3 (Heavy Commercial). The property situated to the south is zoned M-1 (Light Manufacturing and Industrial).
- (2) The off-street parking requirements are 1 space for every 250 sq ft. of retail space. The occupancy will need access to at least 10 off street parking spaces as required by ordinance. This requirement is found in 25-5-1 (18) of the City's Municipal Code of Ordinances. The lot appears to meet this requirement.
- (3) The use of this property is consistent with the C-3 zone.
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 14,282.

City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
February 26, 2025 – 2:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Wednesday, February 26, 2025 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 February 22, 2025 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, City Manager; Kim Wright, City Clerk; Matt Huck, Scottsbluff Public Schools, Emily Norman, WNCC, Libby Stobel, City Attorney, Krisa Brass, Police Chief. Absent: Russ Knight, Chairman, 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 south 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. Citizens with business not scheduled on the agenda - None
6. Approve the December 11, 2024 Regular Meeting Minutes – Motion by Spencer, second by Huck to approve the December 11, 2024 Regular Meeting Minutes, motion passed unanimously.
7. New Application.
 - a. Adam and Taylor Gollas, owners and liquor license manager of ATTIOL, LLC d/b/a In Out Liquor, 615 S. Beltline Hwy, Ste A, Scottsbluff were present to answer questions from the committee. Ms. Gollas explained they will be opening a liquor store in a building they own, the Old Aurora Loan building. She further added they will sell beer, wine, liquor, spirits and soft drinks. They plan on opening later this summer with hours of Sunday thru Thursday 10:00 a.m. to 10:00 p.m. and Friday and Saturday 10:00 a.m. to 1:00 a.m.

Mr. Gollas explained they look to have 3-5 employees and all will be certified in the beverage service training. He added both he and Ms. Gollas are also certified and in

addition to that, he is also the liquor license manager of El Charrito Restaurant. When asked by City Manager Spencer what their policies will be regarding checking ID's, Mr. Gollas stated all ID's will be checked and will be scanned through a Point-of-Sale System. When asked what would happen to an employee if they sold alcohol to a minor, Mr. Gollas stated they do have a termination policy, but they will also utilize ELCA which stands for Evaluate, Learn, Correct, and Action, commenting there could be circumstances that would warrant discussion and more training.

Mr. Gollas stated both he and Ms. Gollas will be in charge of the inventory and ordering and all overstock will be kept in a locked storage room with keys held by both he and Ms. Gollas

City Manager Spencer moved, seconded by Committee Member Huck to send a positive recommendation to Council regarding the Class C liquor license for ATTIOOL, LLC d/b/a In Out Liquor, 615 S. Beltline Hwy E Ste. A., Scottsbluff. Motion passed unanimously.

- b. Mr. Troy Little, owner and manager of El Barrio Cantina, came forward to answer questions regarding his Class C liquor license application for his restaurant located at 1802 East 20th Place. Mr. Little started by explaining the restaurant will be located in the Old Whiskey Creek Building and he would like to open on April 10th. He added he has no previous restaurant experience, but has hired Mr. Cody Schmick with Kinkaider Brewery to help him with his policies as well as being a coach and guide to him.

He plans on employing 4-5 people in the kitchen as well as 4-5 front line staff. He would also like to hire someone who will oversee the help and be there as a manager when he can't. He will require all staff to take the alcohol training from the State and will require all ID's be checked before alcohol can be served. He will utilize a Point-of-Sale system called Toast which is a hand-held device that will scan ID's. He will also utilize posters and have daily staff meetings. When asked what would happen to an employee that did not check an ID, Mr. Little stated they would be terminated.

Police Chief Brass asked if there were security cameras in place. Mr. Little answered, not at this moment, but the wiring has been run for 16 cameras. He plans on installing them soon, stating there will be four on the exterior of the building and one on each end of the bar as well as one centered on the back storage cage where the overstock liquor will be held. When asked who would have the key for the storage cage, Mr. Little stated it would be him, but if he was not there the lead frontline manager would also have a key.

During discussion, Police Chief Brass asked Mr. Little about prior convictions that he did not list on his application. Mr. Little stated he was confused about the wording in the application and that is why he did not list them. Legal Counsel Stobel also asked Mr. Little questions about a civil suit he is involved in.

After discussion Legal Counsel Stobel commented that character and fitness of the applicant should be taken under consideration when making a recommendation to Council.

City Manager Spencer moved, seconded by Police Chief Brass to send a negative recommendation to Council regarding the Class C Liquor License for El Barrio Cantina; Troy D. Little, Liquor License Manager. Motion Passed unanimously.

8. Liquor License Compliance Issue

Mr. Chris Bruckner with East 'O' Watering Hole, 503 East Overland, Scottsbluff came forward to explain his violation last year, stating the employee who sold to the minor did not check the ID and overrode the Point-of-Sale system. At the time of the incident he was in the back cleaning up a mess the employee did not want to clean up, so he did not witness the incident. He added the employee is still employed, however cannot run the register if alcohol is involved. When asked about policies put in place since the incident, Mr. Brucker stated retraining has been done and they will retrain every six months. In addition, he also does personal investigations where he observes if the employees are checking ID's.

9. Under Other Business, Fire Marshal Perales stated he would like to visit with Mr. Bruckner regarding some possible fire code issues at his business.

Police Chief Brass moved, seconded by Committee Member Huck to adjourn the meeting at 2:47 p.m. Motion passed unanimously.

Andrea Margheim, Vice-Chairman

Kim Wright, Secretary

City of Scottsbluff, Nebraska

Monday, March 3, 2025

Regular Meeting

Item 8.b

Council to discuss and consider action on making a recommendation to the Nebraska Liquor Commission regarding the Class C Liquor License for ATTIOL, LLC d/b/a In Out Liquor and naming Taylor Gollas as the Liquor License Manager.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, March 3, 2025

Regular Meeting

Item 9.a

Council to receive an update from the Gering Senior Center.

Staff Contact: Kevin E Spencer

City of Scottsbluff, Nebraska

Monday, March 3, 2025

Regular Meeting

Item 9.b

Council to discuss and consider action on ten Special Designated Liquor Licenses for BDS3C, LLC d/b/a Flyover Brewing Company to serve beer, wine, and distilled spirits at the Bands on Broadway Summer Series 6/5; 6/12; 6/19; 6/26; 7/3; 7/10; 7/17; 7/24; 7/31 & 8/7 from 4:30 to 10:30 p.m. at the 18th Street Plaza.

Staff Contact: Kimberley Wright

SDL – LOCAL RECOMMENDATION

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

122206

BDS3C, LLC (dba FLYOVER BREWING COMPANY)

License #

Licensee Name/Non-Profit Organization

Event location name: 18th STREET PLAZA

Event address/location: 18th STREET PLAZA SCOTTSBLUFF NE 60161

Event Type: COMMUNITY OUTDOOR CONCERT

Event date(s): 06/05/2025

Event start time(s): 4:30 pm

Event end time(s): 10:30 pm

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

Outdoor area to be licensed in length & width: 255 X 105 (Must submit a diagram)

Estimated number of attendees: 800

Alternate dates/times: 08/14/2025

Alternate location name/location: 18th STREET PLAZA - 18th STREET PLAZA SCOTTSBLUFF, NE

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

Event contact name: Niki Egan/Hailey Rickey Event contact phone number: 308-672-1992

Event contact Email: niki@flyoverbrewingco.com

*Signature Authorized Representative: 

Local Governing Body completes below:

The local governing body for the City of _____ **OR** _____
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

SDL – LOCAL RECOMMENDATION

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

122206

BDS3C, LLC (dba FLYOVER BREWING COMPANY)

License #

Licensee Name/Non-Profit Organization

Event location name: 18th STREET PLAZA

Event address/location: 18th STREET PLAZA SCOTTSBLUFF NE 60161

Event Type: COMMUNITY OUTDOOR CONCERT

Event date(s): 06/12/2025

Event start time(s): 4:30 pm

Event end time(s): 10:30 pm

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

Outdoor area to be licensed in length & width: 255 X 105 (Must submit a diagram)

Estimated number of attendees: 800

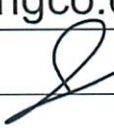
Alternate dates/times: 08/14/2025

Alternate location name/location: 18th STREET PLAZA - 18th STREET PLAZA SCOTTSBLUFF, NE

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

Event contact name: Niki Egan/Hailey Rickey Event contact phone number: 308-672-1992

Event contact Email: niki@flyoverbrewingco.com

*Signature Authorized Representative: 

Local Governing Body completes below:

The local governing body for the City of _____ **OR** _____
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
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122206

BDS3C, LLC (dba FLYOVER BREWING COMPANY)

License #

Licensee Name/Non-Profit Organization

Event location name: 18th STREET PLAZA

Event address/location: 18th STREET PLAZA SCOTTSBLUFF NE 60161

Event Type: COMMUNITY OUTDOOR CONCERT

Event date(s): 06/19/2025

Event start time(s): 4:30 pm

Event end time(s): 10:30 pm

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

Outdoor area to be licensed in length & width: 255 X 105 (Must submit a diagram)

Estimated number of attendees: 800

Alternate dates/times: 08/14/2025

Alternate location name/location: 18th STREET PLAZA - 18th STREET PLAZA SCOTTSBLUFF, NE

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

Event contact name: Niki Egan/Hailey Rickey Event contact phone number: 308-672-1992

Event contact Email: niki@flyoverbrewingco.com

*Signature Authorized Representative: _____

Local Governing Body completes below:

The local governing body for the City of _____ **OR**
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
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122206

BDS3C, LLC (dba FLYOVER BREWING COMPANY)

License #

Licensee Name/Non-Profit Organization

Event location name: 18th STREET PLAZA

Event address/location: 18th STREET PLAZA SCOTTSBLUFF NE 60161

Event Type: COMMUNITY OUTDOOR CONCERT

Event date(s): 06/26/2025

Event start time(s): 4:30 pm

Event end time(s): 10:30 pm

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

Outdoor area to be licensed in length & width: 255 X 105 (Must submit a diagram)

Estimated number of attendees: 800

Alternate dates/times: 08/14/2025

Alternate location name/location: 18th STREET PLAZA - 18th STREET PLAZA SCOTTSBLUFF, NE

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

Event contact name: Niki Egan/Hailey Rickey Event contact phone number: 308-672-1992

Event contact Email: niki@flyoverbrewingco.com

*Signature Authorized Representative: _____

Local Governing Body completes below:

The local governing body for the City of _____ **OR** _____
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
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BDS3C, LLC (dba FLYOVER BREWING COMPANY)

License #

Licensee Name/Non-Profit Organization

Event location name: 18th STREET PLAZA

Event address/location: 18th STREET PLAZA SCOTTSBLUFF NE 60161

Event Type: COMMUNITY OUTDOOR CONCERT

Event date(s): 07/03/2025

Event start time(s): 4:30 pm

Event end time(s): 10:30 pm

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

Outdoor area to be licensed in length & width: 255 X 105 (Must submit a diagram)

Estimated number of attendees: 800

Alternate dates/times: 08/14/2025

Alternate location name/location: 18th STREET PLAZA - 18th STREET PLAZA SCOTTSBLUFF, NE

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

Event contact name: Niki Egan/Hailey Rickey Event contact phone number: 308-672-1992

Event contact Email: niki@flyoverbrewingco.com

*Signature Authorized Representative: 

Local Governing Body completes below:

The local governing body for the City of _____ **OR** _____
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

SDL – LOCAL RECOMMENDATION

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122206

BDS3C, LLC (dba FLYOVER BREWING COMPANY)

License #

Licensee Name/Non-Profit Organization

Event location name: 18th STREET PLAZA

Event address/location: 18th STREET PLAZA SCOTTSBLUFF NE 60161

Event Type: COMMUNITY OUTDOOR CONCERT

Event date(s): 07/10/2025

Event start time(s): 4:30 pm

Event end time(s): 10:30 pm

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

Outdoor area to be licensed in length & width: 255 X 105 (Must submit a diagram)

Estimated number of attendees: 800

Alternate dates/times: 08/14/2025

Alternate location name/location: 18th STREET PLAZA - 18th STREET PLAZA SCOTTSBLUFF, NE

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

Event contact name: Niki Egan/Hailey Rickey Event contact phone number: 308-672-1992

Event contact Email: niki@flyoverbrewingco.com

*Signature Authorized Representative: _____

Local Governing Body completes below:

The local governing body for the City of _____ **OR** _____
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

SDL – LOCAL RECOMMENDATION

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122206

BDS3C, LLC (dba FLYOVER BREWING COMPANY)

License #

Licensee Name/Non-Profit Organization

Event location name: 18th STREET PLAZA

Event address/location: 18th STREET PLAZA SCOTTSBLUFF NE 60161

Event Type: COMMUNITY OUTDOOR CONCERT

Event date(s): 07/17/2025

Event start time(s): 4:30 pm

Event end time(s): 10:30 pm

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

Outdoor area to be licensed in length & width: 255 X 105 (Must submit a diagram)

Estimated number of attendees: 800

Alternate dates/times: 08/14/2025

Alternate location name/location: 18th STREET PLAZA - 18th STREET PLAZA SCOTTSBLUFF, NE

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

Event contact name: Niki Egan/Hailey Rickey Event contact phone number: 308-672-1992

Event contact Email: niki@flyoverbrewingco.com

*Signature Authorized Representative: 

Local Governing Body completes below:

The local governing body for the City of _____ **OR** _____
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION

301 CENTENNIAL MALL SOUTH

PO BOX 95046

LINCOLN, NE 68509-5046

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122206

BDS3C, LLC (dba FLYOVER BREWING COMPANY)

License #

Licensee Name/Non-Profit Organization

Event location name: 18th STREET PLAZA

Event address/location: 18th STREET PLAZA SCOTTSBLUFF NE 60161

Event Type: COMMUNITY OUTDOOR CONCERT

Event date(s): 07/24/2025

Event start time(s): 4:30 pm

Event end time(s): 10:30 pm

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

Outdoor area to be licensed in length & width: 255 X 105 (Must submit a diagram)

Estimated number of attendees: 800

Alternate dates/times: 08/14/2025

Alternate location name/location: 18th STREET PLAZA - 18th STREET PLAZA SCOTTSBLUFF, NE

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

Event contact name: Niki Egan/Hailey Rickey Event contact phone number: 308-672-1992

Event contact Email: niki@flyoverbrewingco.com

*Signature Authorized Representative: _____

Local Governing Body completes below:

The local governing body for the City of _____ **OR** _____
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
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BDS3C, LLC (dba FLYOVER BREWING COMPANY)

License #

Licensee Name/Non-Profit Organization

Event location name: 18th STREET PLAZA

Event address/location: 18th STREET PLAZA SCOTTSBLUFF NE 60161

Event Type: COMMUNITY OUTDOOR CONCERT

Event date(s): 07/31/2025

Event start time(s): 4:30 pm

Event end time(s): 10:30 pm

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

Outdoor area to be licensed in length & width: 255 X 105 (Must submit a diagram)

Estimated number of attendees: 800

Alternate dates/times: 08/14/2025

Alternate location name/location: 18th STREET PLAZA - 18th STREET PLAZA SCOTTSBLUFF, NE

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

Event contact name: Niki Egan/Hailey Rickey Event contact phone number: 308-672-1992

Event contact Email: niki@flyoverbrewingco.com

*Signature Authorized Representative: 

Local Governing Body completes below:

The local governing body for the City of _____ **OR** _____
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
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122206

BDS3C, LLC (dba FLYOVER BREWING COMPANY)

License #

Licensee Name/Non-Profit Organization

Event location name: 18th STREET PLAZA

Event address/location: 18th STREET PLAZA SCOTTSBLUFF NE 60161

Event Type: COMMUNITY OUTDOOR CONCERT

Event date(s): 08/07/2025

Event start time(s): 4:30 pm

Event end time(s): 10:30 pm

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

Outdoor area to be licensed in length & width: 255 X 105 (Must submit a diagram)

Estimated number of attendees: 800

Alternate dates/times: 08/14/2025

Alternate location name/location: 18th STREET PLAZA - 18th STREET PLAZA SCOTTSBLUFF, NE

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

Event contact name: Niki Egan/Hailey Rickey Event contact phone number: 308-672-1992

Event contact Email: niki@flyoverbrewingco.com

*Signature Authorized Representative: 

Local Governing Body completes below:

The local governing body for the City of _____ **OR** _____
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

City of Scottsbluff, Nebraska

Monday, March 3, 2025

Regular Meeting

Item 9.c

Council to discuss and consider action on a Community Festival Permit for BDS3C, LLC d/b/a Flyover Brewing Company on July 19, 2025 from 11:00 a.m. to 11:00 p.m. to include vendors, noise permit and street closure of 19th Street between Broadway and Alley from 8:00 a.m. to 11:59 p.m. for a Birthday Celebration and Street Dance.

Staff Contact: Kimberley Wright

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

Community Festival/Business Promotion

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

Street Carnival

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

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

Yes ^x _____ No _____

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

Dated: 02/25/2025

Signed:

BDS3C LLC (dba Flyover Brewing Company)

(name of sponsoring organization)



(signature of authorized representative of
sponsoring organization)

(name of co-sponsoring organization)

(signature of authorized representative of
co-sponsoring organization)

City of Scottsbluff, Nebraska

Monday, March 3, 2025

Regular Meeting

Item 9.d

Council to discuss and consider action on a Special Designated Liquor License for BDS3C, LLC d/b/a Flyover Brewing Company to serve beer, wine, and distilled spirits at a Birthday Celebration and Street Dance on July 19, 2025 from 3:00 - 11:00 p.m. at 1824 Broadway and 19th Street.

Staff Contact: Kimberley Wright

SDL – LOCAL RECOMMENDATION

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

122206

BDS3C, LLC (dba FLYOVER BREWING COMPANY)

License #

Licensee Name/Non-Profit Organization

Event location name: FLYOVER BREWING COMPANY

Event address/location: 1824 BROADWAY SCOTTSBLUFF NE 69361 - 19th Street adjacent to building from alley to Broadway

Event Type: BIRTHDAY CELEBRATION AND STREET DANCE

Event date(s): 07/19/2025

Event start time(s): 3:00 pm

Event end time(s): 11:00 pm

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

Outdoor area to be licensed in length & width: 60' X 140' (Must submit a diagram)

Estimated number of attendees: 500

Alternate dates/times: n/a

Alternate location name/location: _____

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

Event contact name: Niki Egan/Hailey Rickey Event contact phone number: 308-672-1992

Event contact Email: niki@flyoverbrewingco.com

*Signature Authorized Representative: _____

Local Governing Body completes below:

The local governing body for the City of _____ **OR** _____
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

City of Scottsbluff, Nebraska

Monday, March 3, 2025

Regular Meeting

Item 10.a

Council to consider awarding the bid for a new Kubota RTV-X1100 for the Cemetery to Sandberg Implement, Inc. in the amount of \$21,816.22.

Staff Contact: Matthew Carpenter

Agenda Statement

Item No.

For Meeting of: March 3, 2025

AGENDA TITLE: Council to consider awarding the bid for a new Kubota RTV-X1100 to Sandberg Implement, Inc. in the amount of \$21,816.22.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Cemetery 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 Cemetery Department.

Kubota RTV-1100:	\$26,399.00
Sourcewell Discount:	<u>\$5,807.78</u>
Final Price:	\$21,816.22

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff recommends that Council award the bid for a Kubota RTV-X1100 to Samberg Implement in the amount of \$21,816.22.

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

 X yes no
 X yes no

If no, comments:

Amount Budgeted	\$30,000
Department	Cemetery 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

Leis, Jordan
112918
City of Scottsbluff
jleis@scottsbluff.org
3086721945

Quote Provided By
SANDBERG IMPLEMENT, INC.
Sean Woodral
160085 HWY. 71
GERING, NE 69341
email: sean@sandbergimplement.com
phone: 3084362179

-- 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

WHT-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

Configured Price: \$26,399.00

Sourcewell Discount: (\$5,807.78)

SUBTOTAL: \$20,591.22

Dealer Assembly: \$0.00

Freight Cost: \$825.00

PDI: \$400.00

Total Unit Price: \$21,816.22

Quantity Ordered: 1

Final Sales Price: \$21,816.22

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, March 3, 2025

Regular Meeting

Item 11.a

Council to consider the second reading of the Ordinance dealing with residency requirements for members of the Parks, Cemetery & Tree Board.

Staff Contact: Kevin E Spencer

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING CHAPTER 6, ARTICLE 2, SECTION 111 OF THE SCOTTSBLUFF MUNICIPAL CODE DEALING WITH THE ESTABLISHMENT OF A PARK, CEMETERY, AND TREE BOARD BY AMENDING THE RESIDENCY REQUIREMENT FOR MEMBERSHIP OF BOARD MEMBERS, 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. Chapter 6, Article 2, Section 111 of the Scottsbluff Municipal Code is revised and amended as follows:

A6-2-111. PARK, CEMETERY, AND TREE BOARD; ESTABLISHED; MEMBERSHIP; TERMS.

There is hereby established a Park, Cemetery, and Tree Board. Such Board shall have seven members who will serve for a term of five years. Provided, all members shall live in the county. Provided further, no more than three members may reside outside the city limits or within the area over which the City exercises zoning jurisdiction.”

Section 2. Existing Section 6-2-111 of the Scottsbluff Municipal Code is revised and amended as set forth in this ordinance and all other ordinances and parts of ordinances in conflict herewith are repealed.

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

PASSED AND APPROVED on _____, 2025.

Attest:

Mayor

City Clerk (Seal)

Approved as to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, March 3, 2025

Regular Meeting

Item 12.a

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

Staff Contact: Matthew Carpenter

Agenda Statement

Item No.

For Meeting of: March 3, 2025

AGENDA TITLE: Council to consider contracting Lori Lore as the campground host for the 2025 camping season.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: Kevin Spencer, City Manager

SUMMARY EXPLANATION: Staff recommends contracting Lori Lore as the Campground Host for the 2025 camping season. Host responsibilities as outlined in the contract will be handled by Lori. Contract runs from May 1 to October 1, 2025.

BOARD/COMMISSION/STAFF RECOMMENDATION: _____

Does this item require the expenditure of funds?

 X yes no

Are funds budgeted?

 X yes no

If no, comments:

Amount Budgeted: \$7,750

Department: Parks & Recreation

Account Description

Approval of funds available _____

City Finance Director

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ×

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____

City Manager

CAMPGROUND HOST AGREEMENT

This Campground Host Agreement (“Agreement”) is made on March ___, 2025, between the City of Scottsbluff, Nebraska (the “City”) and Lori Lore, individually, (the “Manager”).

Recitals:

- a. The City owns and operates a rental campground service in Riverside Park, 1600 South Beltline Highway West, Scottsbluff (the “Campground”).
- b. The City is in need of a campground host and manager for the Campground and the Manager is willing to act as a host and manage the Campground as provided for in this Agreement.

Agreement:

1. Manager Responsibilities:

The Manager shall be responsible for the general management of the Campground during the Term (as described below and all of which shall be referred to as “Manager’s responsibilities”) and in so doing, will report to the City’s Parks and Recreation Director or their designee (the “Supervisor”). In managing the Campground, the Manager shall have the following Manager’s responsibilities:

- a. Completion and collection of rental Campground Registration Forms to include name, address and zip code for future marketing purposes.
- b. Completing a daily cash receipts and turning over Registration and rental proceeds to the Supervisor weekly.
- c. Enforcement of Campground rules and regulations.
- d. Care and upkeep of the Campground to include trash clean up, fire ring cleaning, branch and twig removal, watering grass and trees, changing fuses, unclogging minor sewer backups, and chemically treating the drain field as needed.
- e. Daily cleaning, disinfecting and stocking of the Campground restroom/shower facilities.
- f. Customer service duties including providing directions to and information on, various tourist attractions, restaurants and recreational opportunities in the area.
- g. Reporting to the Supervisor any and all maintenance items that are not able to be completed by the Manager.

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

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

2. Term:

This Agreement shall be effective as of May 1, 2025 and shall continue until October 1, 2025 (the "Term"). The City may, however, terminate this Agreement immediately in the event the Manager:

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

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

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

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

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

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

3. Compensation:

As consideration for the services to be provided under this Agreement, Manager shall be paid \$1,550.00 per month. Except for the last month, this amount shall be payable on or before the 15th day of the month after which services are rendered and shall be prorated for partial months based on a thirty (30) day month. For the last month, payment will be made after October 1st or the end of the Term.

4. Living Quarters:

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

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

5. Independent Contractor Status:

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

6. Miscellaneous:

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

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

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

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

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

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

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

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

[SIGNATURE PAGE WILL FOLLOW]

[SIGNATURE PAGE FOR CAMPGROUND HOST AGREEMENT]

City of Scottsbluff, Nebraska

By: _____
Betsy Vidlak, Mayor

Lori Lore

Attest:

City Clerk

City of Scottsbluff, Nebraska

Monday, March 3, 2025

Regular Meeting

Item 12.b

Council to discuss and consider action on a funding request from Colleen Johnson, representing Old West Balloon Fest, to help defray the costs of the event that will be held in August 2025.

Staff Contact: Matthew Carpenter



REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. The item will be reviewed and possibly scheduled for a future meeting or forwarded to City staff for appropriate action.

Name: Colleen Johnson – The Old West Balloon Fest

Address: P.O. Box 251, Mitchell, NE 69357

Telephone #:308-225-01238

Date of Request: February 21, 2025

Description of Requested Topic: The Old West Balloon Fest would like to request funds from the Community Programming Fund. Please see the attached documents to give detailed information about the funds requested for our event this year.

Old West Balloon Fest Community Programming Fund Request

Our mission is to create a joyful experience for patrons of all ages with a family-friendly, all-inclusive community event. The Old West Balloon Fest is a world-class event that brings pilots and visitors across the United States and Canada to Scotts Bluff County, Nebraska. This year marks our 11th Anniversary Celebration, and we've added many fun and exciting activities to the lineup.

Showcasing Our Area

The Old West Balloon Fest showcases our region by attracting visitors from surrounding states such as Colorado, Wyoming, South Dakota, Kansas, and Nebraska. In 2024, we tracked visitor attendance, revealing that visitors attended from 34 states, Mexico, and Canada. We look forward to the following three years hosting the US National Hot Air Balloon Championships 2026-2028. We know this event will attract many new visitors to our area.

Economic Impact

Hosting the event has significantly impacted the local economy. Hotels and RV parks reported 98% occupancy during the 2024 event weekend, dining and shopping establishments reported record sales and the lodging and sales taxes collected helped to support our community. Please see the supporting information below:

2023 Sales and 2024 Lodging Tax Collected as reported by <https://revenue.Nebraska.gov>

City Sales Tax Collected July 2023

Gering	Mitchell	Morrill	Scottsbluff
\$232,132.03	\$20,802.43	\$10,571.10	\$622,840.72

City Sales Tax Collected August 2023

Gering	Mitchell	Morrill	Scottsbluff
\$259,638.74	\$23,138.02	\$15,610.16	\$766,458.99

Difference	\$27,506.71	\$2,335.59	\$5,039.06	\$143,618.27
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Total difference collected				\$178,499.63
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Lodging Tax Collected in 2024

Scotts Bluff County July 2024	\$58,987.52
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Scotts Bluff County August 2024	\$71,561.82
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Total difference collected	\$12,574.30
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Marketing

Our destination marketing efforts were successful, with over 45% of our Facebook and Website followers attending annually, making Scotts Bluff County a vacation destination. The event was advertised through newspapers, local television, statewide social media, the program, and Rural Radio reaching all communities in the Panhandle of Western Nebraska, Eastern Nebraska, Eastern Wyoming, Southern South Dakota, and Northern Colorado including the front range.

We are committed to marketing the 2025 event and have set aside \$18,000 to promote the Old West Balloon Fest.

Our extensive marketing program to promote the event includes:

- Nebraska Tourism Grant Program
- Rural Radio Ad Spots to run before the event on all major stations
- Advertisements in Inspire Magazine and Nebraska Life Magazine
- Social media blast on Visit Nebraska and banner ad that will run from May through August
- Social media boosted ads on our Facebook page starting in May
- Official program which features the participating balloons and sponsor thank you advertisements.
- Our official website: theoldwestballoonfest.com
- Links on our website to tourism websites, sponsor websites, and visitor information.

Growing Attendance

Despite the inclement weather, the 2024 event was well attended with 325 event passes pre-purchased online and 560 event passes sold through our bank sponsors, with an additional 721 passes sold through gate sales for a total of 1,606 event passes sold. The average attendance was estimated to be 6,424 individuals based on car counts and the average number of passengers per vehicle.

Giving Back to the Community

We are committed to giving back to the community by continuing the Youth Ballooning Camp on August 8th, 11th, and 12th. The children learn the science behind hot air ballooning through hands-on learning, including assembling and inflating a hot air balloon and making a miniature balloon that flies. If the weather permits, we will tether the balloon for the campers. In 2024, over 400 children participated. The camp is free of charge, and each child will receive a T-shirt, a history of ballooning coloring book, and snacks.

Discovery Center Tent

For those unable to attend the camp, we are hosting a discovery center tent at Mitchell Airfield to educate children and adults about hot air ballooning. With hands-on activities and hot air balloon pilots on site answering questions during morning launches and the Saturday evening glow, there will be plenty to learn and enjoy.

Event Schedule

- **Thursday, August 14th:** First-night glow hosted by WNCC kicking off their 100th anniversary year-long celebration.
- **Friday, August 15th & Saturday, August 16th:** Morning mass ascensions at Mitchell Airfield. Food trucks, vendors, and activities during and after the launch.
- **Saturday, August 16th:** Craft Fair and Weiner dog races. Fun-filled activities are scheduled throughout the day. The second-night glow at Mitchell Airfield with balloons glowing, live music, and a drone show featuring over 200 drones depicting iconic symbols of Western Nebraska.
- **Grand Finale on Sunday, August 17th:** Balloon mass ascension and Cowboy Worship service at Mitchell Airfield.

Funding Request

We are requesting \$20,000 to help host the Old West Balloon Fest in August 2025, featuring up to 60 balloon pilots from across the country. We look forward to the increase in balloons for 2025 as Nationals pilots will attend to fly the area and get an idea of where targets might be placed for the 2026 national championship. The Fairfield Inn is the official pilot hotel and will be accommodating most of our pilots and out-of-town staff this year. We greatly appreciate the financial support of all the local municipalities to provide a fantastic experience for everyone attending.

Old West Balloon Fest Proposed Budget 2025

<u>Income</u>	<u>2025</u>
	Projected
Parking Pass	25,000.00
Merchandise Sales	3,000.00
Fund Raiser	2,500.00
OWBF Vendor	5,000.00
OWBF Sponsor	45,000.00
Grants/LB840 funds	42,000.00
Craft Fair and Corn Hole Tourn.	5,000.00
Miscellaneous Income in Trade	25,000.00
Total Income	152,500.00
<u>Expense</u>	<u>2025</u>
Supplies	500.00
Parking	3,000.00
Dues and Subscriptions	300.00
Admin Services	20,000.00
Advertising and Marketing	18,000.00
Insurance	3,400.00
Program	4,500.00
Postage and Shipping	600.00
Copies	500.00
Misc. Expense	2,000.00
Management Fee	500.00
Pilot and Staff Hotel	22,000.00
Miss OWBF	1,000.00
Propane	3,000.00
Special Shapes	9,000.00
Entertainment	5,000.00
Basket Banners/Signage	6,000.00
Port a Johns	2,000.00
Merchandise	6,000.00
Web Fee	1,500.00
Prize money	7,500.00
Pilot Gas/Gift cards	7,500.00
Night Glow Entertainment	25,000.00
Total Expenses	148,800.00
Net Profit/Loss	3,700.00

The image is a promotional graphic for the Old West Balloon Fest 2025. It features a composite background. The upper portion shows a dark blue night sky filled with white stars of varying sizes. Several hot air balloons are depicted floating in this sky: a large one on the left with a yellow and orange pattern, a smaller checkered one below it, a green and black checkered one in the upper right, a large red, yellow, and blue striped one on the right, and a small multi-colored one further right. The lower portion of the image shows a daytime landscape. In the background is a large, prominent rock formation with distinct horizontal geological layers, illuminated by warm, golden light. In the foreground, there is a line of green trees and shrubs, and a field of dry, golden-brown grass.

MAGIC IN THE WESTERN SKIES

Old West Balloon Fest 2025

August 14 -17 | Mitchell, NE

WE ARE EXCITED TO CELEBRATE 11 YEARS REINFLATED!

Our mission is to create a joyful experience for patrons of all ages with a family friendly, all-inclusive community event. Old West Balloon Fest is a world-class event that brings pilots and visitors from all over the United States to Scotts Bluff County, Nebraska. By hosting this festival, we hope to grow our local economy by increasing revenue for existing businesses and by increasing sales and lodging tax funds collected.





ATTENDANCE FOR THE 2024 EVENT

Despite the inclement weather, the 2024 event was well attended with 325 event passes pre-purchased online and 560 event passes sold through our bank sponsors, with an additional 721 passes sold through gate sales for a total of 1,606 event passes sold. The average attendance was estimated to be 6,424 individuals based on car counts and the average number of passengers per vehicle.

Attendance was recorded through car counts and event pass sales.

Dangerous weather on Saturday obliged us to reschedule the night glow and drone show for September. The estimated numbers for this free event were over 7,000 in attendance.

Sales and Lodging Tax Collected as reported by [Https:revenue.Nebraska.gov](https://revenue.Nebraska.gov)

	<u>City Sales Tax Collected July 2023</u>			
	Gering	Mitchell	Morrill	Scottsbluff
	\$232,132.03	\$20,802.43	\$10,571.10	\$622,840.72
	<u>City Sales Tax Collected August 2023</u>			
	Gering	Mitchell	Morrill	Scottsbluff
	\$259,638.74	\$23,138.02	\$15,610.16	\$766,458.99
Difference	\$27,506.71	\$2,335.59	\$5,039.06	\$143,618.27
Total difference collected				\$178,499.63
	<u>Lodging Tax Collected July 2024</u>			
	Scotts Bluff County	\$58,987.52		
	<u>Lodging Tax Collected August 2024</u>			
	Scotts Bluff County	\$71,561.82		
Total difference collected				\$12,574.30



THE NIGHT GLOW AT WNCC — THE KICK-OFF EVENT TO CELEBRATE THEIR YEAR-LONG 100TH ANNIVERSARY FESTIVITIES!

The free night glow offered during the weekend of events will take place on Thursday, August 14th.



YOUTH BALLOONING CAMP AUGUST 11TH AND 12TH AT MITCHELL AIRFIELD

Kids will learn about the science of hot air ballooning through hands-on learning each morning from 9:30 am to 11:30 am. Hot balloon pilots will teach the science behind hot air ballooning. Campers will help to assemble a hot air balloon while learning the specifics of each component.

Weather permitting the pilots will then tether the children. Each camper will receive a camp t-shirt, balloon history coloring book, and snacks.

This event is free for campers and is sponsored by Scotts Bluff County Tourism.

We educated over 400 campers in 2024.



MASS ASCENSIONS AT MITCHELL AIRFIELD

Visitors attending the three-morning mass ascensions, August 15th through August 17th will be able to visit our Discovery Tent sponsored by Gering Visitors Bureau. Balloon enthusiasts of all ages will be able to learn everything about ballooning, from the history to current balloon events and technology. Food and merchandise vendors will offer a variety of local products.

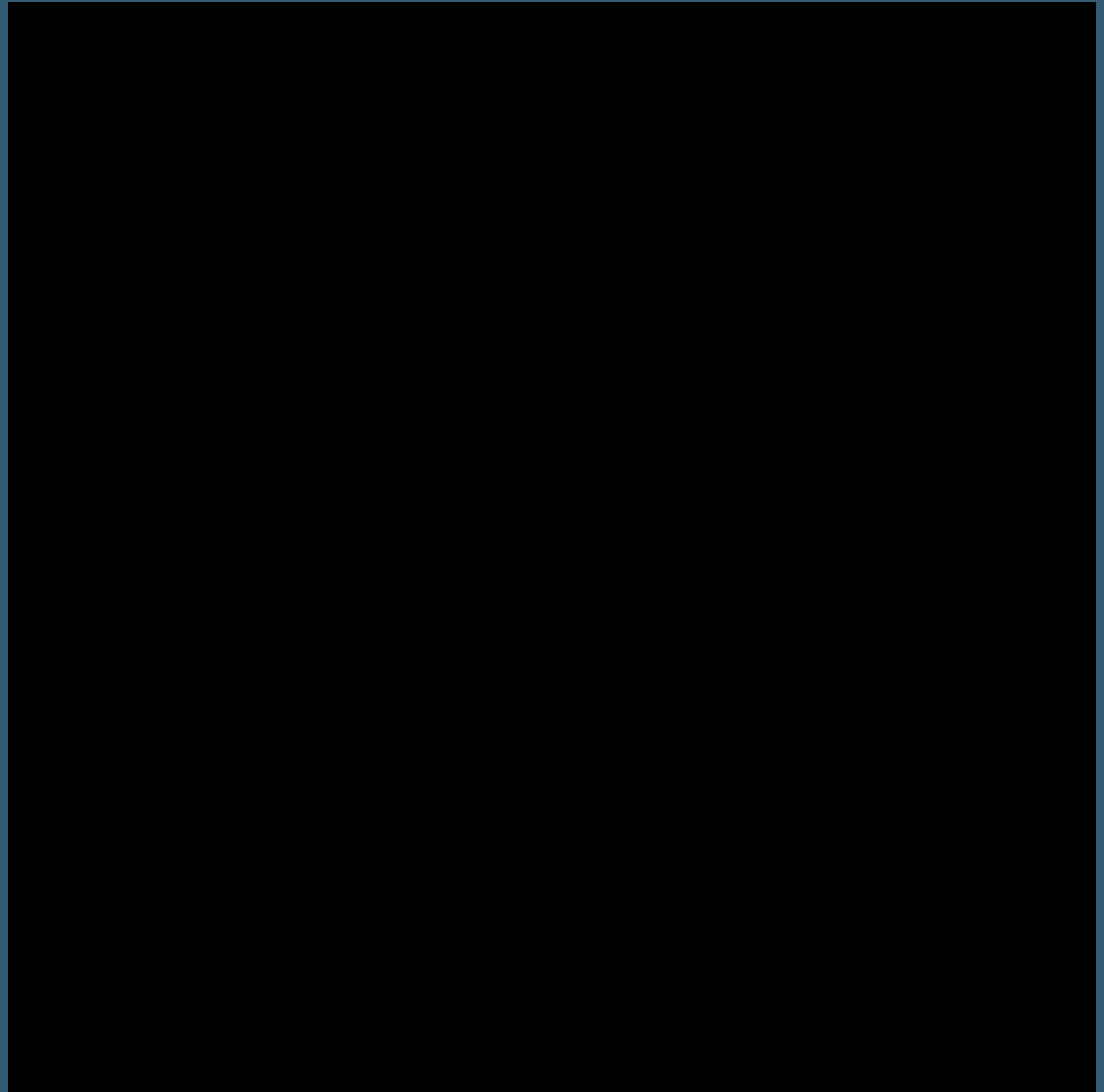
Sunday's mass ascension will feature a Cowboy Worship and Music Service.



NIGHT GLOW AT MITCHELL AIRFIELD

The grand finale of the event will be the night glow at Mitchell Airfield. The drone show was a big hit last year. We have expanded the drone show to over 200 drones which will depict iconic symbols of Western Nebraska in the sky. In addition to the balloons glowing, will have a beer garden, concert, and food and merchandise vendors.

New this year will be a Remote-Controlled Hot Air Balloon demonstration. These mini hot air balloons are powered by a real flame!



WIENER DOG RACES AND CRAFT FAIR

Back by popular demand, the wiener dog races and craft fair. Due to the large puppy participation and crowd attendance, we have moved the wiener dog races to Mitchell Airfield.

We have moved the craft fair to Mitchell Airfield for crafters to set up for all three days of the event. Crafters will be able to sell Friday, Saturday, and Sunday mornings and the night glow on Saturday.



Saturday, August
16th

11 am at
Mitchell Airfield

There are three age divisions for racing. The Cost to Race is a free will donation and all proceeds will go to the Panhandle Humane Society. We raised over \$550 last year.

MARKETING PROGRAM

We are committed to marketing the event and have set aside \$18,000 to promote Old West Balloon Fest.

Our extensive marketing program to promote the event includes:

- Nebraska Tourism Grant Program
- Rural Radio Ad Spots to run before the event on all major stations
- Advertisements in Inspire Magazine and Nebraska Life Magazine
- Social media blast on Visit Nebraska and banner ad that will run from May through August
- Social media ads on our Facebook page starting in May
- Official program which features the participating balloons and sponsor thank you advertisements.
- Our official website: theoldwestballoonfest.com



AN EVENT OF THIS MAGNITUDE TAKES A LARGE BUDGET AND OUR COMMUNITIES COMING TOGETHER TO SUPPORT IT.

The Village of Morrill the cities of Terrytown, Gering, Mitchell, are supporting the event with Keno Funds.

Scotts Bluff County will support the event with tourism dollars for the kid's camp.

Our generous sponsors help to support the event with a \$45,000 cash and a \$25,000 in-kind commitment.

We are asking for \$20,000 in community programming funds for hotel rooms in Scottsbluff for the pilots and special shape fees to bring new shapes to the event.

Without these funds we would not be able to bring this amazing hot air balloon event to the valley.



ANNOUNCING THE
AWARD TO HOST THE
2026-2028
US NATIONAL HOT
AIR BALLOON
CHAMPIONSHIPS!



City of Scottsbluff, Nebraska

Monday, March 3, 2025

Regular Meeting

Item 12.c

Council to discuss and consider action on the Non-Exclusive License Agreement between the City of Scottsbluff and Scottsbluff Softball Association and authorize the Mayor to sign the Agreement.

Staff Contact: Kimberley Wright

Agenda Statement

Item No.

For Meeting of: March 3, 2025

AGENDA TITLE: Council to consider the use agreement between the City of Scottsbluff and the Scottsbluff Softball Association.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks & Recreation Department

PRESENTATION BY: Kevin Spencer, City Manager

SUMMARY EXPLANATION: The Parks and Recreation Department and the Scottsbluff Softball Association would like to enter into a use agreement between the two entities.

BOARD/COMMISSION/STAFF RECOMMENDATION: The staff recommends entering into the use agreement with the Scottsbluff Softball Association. The use agreement is for the softball fields located at Lacy Park for league games. The amount of the agreement is \$1,500 per year for a term of 5 years.

Does this item require the expenditure of funds?

 yes X no

Are funds budgeted?

 yes X no

If no, comments:

Amount Budgeted

Department

Parks & Recreation Department

Account Description

Approval of funds available _____
City Finance Director

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) Agreement

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement (“Agreement”) is entered into between the City of Scottsbluff, Nebraska a Municipal Corporation, hereinafter referred to as “City” and the Scottsbluff Softball Association, a nonprofit corporation, hereinafter referred to as the “SSA.”

The City owns real estate known as Lacy Park. Lacy Park includes several softball playing fields. The City agrees to grant a non-exclusive license to the SSA for the use of the fields for its regular season games during the softball season. The parties further agree that the City will maintain four softball fields at Lacy Park (“fields”) for regular season games only, and agrees to clean the restrooms at Lacy Park, approximately 35 times throughout the course of the softball season, excluding any tournament games or special events, under the following terms and conditions:

1. The term of this Agreement shall be a period of five (5) years commencing April 1, 2025 and ending March 30, 2030. Provided, if the SSA shall fail for a period of ten (10) days or more to perform any of the covenants contained in this Agreement, the City, at its election, may terminate this Agreement by written notice delivered or mailed to the SSA at its address listed with the Nebraska Secretary of State.
2. In consideration for the Agreement, the SSA agrees to pay \$1,500.00 per year to the City prior to the City providing the services listed below. This payment shall be made on or before June 1 of each year.
3. In consideration for the payment described, the City agrees that for approximately 35 times throughout the course of the softball regular season games only, it shall do field, restroom maintenance and preparation of the fields which include but not be limited to the following responsibilities:
 - a. Marking the batters’ box and foul lines to the outfield fence for scheduled games.
 - b. Filling, packing, raking and dragging the infields prior to chalking to ensure that all low spots are filled in around the batters’ box, pitcher’s mound, areas surrounding the bases and any other areas that do not represent a level playing surface.
 - c. Maintaining proper moisture levels as to minimize the dust and erosion of the playing surface and expediting the packing of the soil as desired.
 - d. Securing bases in a level position.
 - e. The City shall make a reasonable attempt to prepare the fields during wet and raining conditions. The decision on whether or not to play softball on the fields will be made by the City and shall take place on the day of the scheduled game, but

only after consultation with the SSA President or their designee.

f. The City will begin preparing the fields at approximately 7:00 a.m. on the day of scheduled games. The City will not be responsible for poor field conditions caused by others or weather conditions after the completion of the City's preparation of the fields for that day.

g. The City agrees to provide the materials for the operation and maintenance of the fields and restrooms.

h. Keeping the restrooms clean, neat and orderly.

i. Cleaning restrooms on the day that field maintenance is provided.

j. The above items will only be provided for regular season games and not for any tournament games or special events.

4. In addition to paragraph 2, the SSA agrees to do the following:

a. All trash pickup shall be the responsibility of the SSA, with the exception of the large metal dumpsters which will be dumped by the City Environmental Services Department.

b. Once the City has completed its preparation of the fields, the SSA shall be responsible for any additional maintenance and upkeep following the start of the initial game scheduled for that day.

c. The SSA agrees not to undertake any modifications of the fields without first consulting the City's Parks and Recreation Department.

Dated this ____ day of _____, 2025.

CITY OF SCOTTSBLUFF, NEBRASKA,
A Municipal Corporation

By _____
Betsy Vidlak, Mayor

ATTEST:

Scottsbluff Softball Association,
a Non-Profit Corporation

City Clerk

By _____
President