



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

**Regular Meeting
November 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. **Public Comments**
 - a) The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address for placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person.
8. **Consent Calendar (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)**
 - a) Council to approve the minutes of the October 20, 2025 Regular Meeting.
 - b) Council to excuse the absence of Council Member Salomon from the October 20, 2025 Regular Meeting.

- c) Council to approve the bid specifications for the purchase of a new, half-ton truck for the Water Department, and authorize the city clerk to advertise for bids to be received by December 2, 2025 at 10:00 a.m.
- d) Council to approve the bid specifications for the purchase of a new, three-quarter ton 4 X 4 truck with crew cab, for the Parks Department, and authorize the city clerk to advertise for bids to be received by December 2, 2025 at 10:30 a.m.
- e) Council to set a public hearing for November 17, 2025 to receive information about making a recommendation to the Nebraska Liquor Control Commission on a Class D Liquor License for Waheguru Ji Scottsbluff, LLC, 323 East Overland Dr., Scottsbluff, NE.
- f) Council to set a public hearing for November 17, 2025 to receive information about making a recommendation to the Nebraska Liquor Control Commission on a Class A Liquor License for Auto Plaza Joe Hessler, Inc. d/b/a Auto Plaza, 2425 Ave. I, Scottsbluff, NE.
- g) Council to consider and take action on claims of the City.

9. Resolution & Ordinances

- a) Council to discuss and consider action on the third reading of the Ordinance amending Chapter 25, Article 12, regarding Nonconforming Development.
- b) Council to discuss and consider action on the Third Amendment between the City of Scottsbluff and the Firefighters' Retirement Plan and Trust, and authorize the Mayor to sign the Amendment and Certificate of Resolution.

10. Petitions, Communications, Public Input

- a) 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 on Broadway between 17th and 19th Streets for the Very Merry Christmas Market on December 6th from 10:00 a.m. to 4:00 p.m.

11. Bids & Awards

- a) Council to discuss and consider action on approving the purchase of three new John Deere wide area mowers, utilizing Sourcewell through 21st Century Equipment, in the amount of \$194,242.16.

12. Reports from Staff, Boards & Commissions

- a) Council to discuss and consider action on the Apollo Integrated Library System Subscription Purchase Agreement.
- b) Council to discuss and consider action on the sale of city-owned property located at

1502 21st Avenue, Scottsbluff, NE.

- c) Council to discuss and consider the Listing Agreement with Haun Nelson Real Estate, LLC to sell city-owned property located at 1502 21st Avenue, and authorize the Mayor to execute 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, November 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, November 3, 2025

Regular Meeting

Item 7.a

The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address for placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person.

Staff Contact:

City of Scottsbluff, Nebraska

Monday, November 3, 2025

Regular Meeting

Item 8.a

Council to approve the minutes of the October 20, 2025 Regular Meeting.

Staff Contact: Kimberley Wright

Regular Meeting
October 20, 2025

The Scottsbluff City Council met in a regular meeting on October 20, 2025 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on October 16, 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 October 17, 2025. Mayor Vidlak presided and City Clerk Wright recorded the proceedings. The meeting was called to order and The Pledge of Allegiance was recited. 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, Jeanne McKerrigan, Scott Phillips, and Jerry Stricker. Also present were City Manager Kevin Spencer and City Attorney Kent Hadenfeldt. Absent: Matt Salomon. 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.

Moved by Council Member Phillips, seconded by Council Member McKerrigan,

- a) The minutes of the October 6, 2025 Regular Meeting be approved,
- b) The absence of Council Member Vidlak from the October 6, 2025 Regular Meeting be excused,
- c) The bid specifications for two, new, one-ton trucks with platform bodies and hoists, for the Public Works Department, and authorizing the city clerk to advertise for bids to be received until November 12, 2025 at 10:00 a.m. be approved,
- d) The claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated October 20, 2025 as on file with the City Clerk and submitted to the City Council, "YEAS," Phillips, McKerrigan, Stricker, and Vidlak. "NAYS," None. Absent: Salomon.

CLAIMS

ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHMENT,357.91;ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4878.42; AMERICAN LEGAL PUBLISHING CORPORATION,CONTRACTUAL,500;ANDERSON FORD INC,#1-CIP-MARKED CARS-POL,88994;AUTOZONE STORES, INC,STROBE LITE FOR PICKUP, 86.62; AXON ENTERPRISE INC, #4 CIP BODY CAMS POL, 47620.55; B & C STEEL CORPORATION,ROUND TUBING FOR PICKUP,84.61;BEELINE SERVICE INC,TOW SERVICE-PD,995; BENCHMARKGOVERNMENTSOLUTIONS LLC,SCHOOLS & CONF-POL,574.75;BENZEL PEST CONTROL,CONTRACTUAL SVC,325;BLUFFS FACILITY SOLUTIONS,DEPT/JANIT SUPPLIES-PD,779.58;BROWN'S SHOE FIT, CO.,UNIFORM &

CLOTHING,273.92;CAPITAL BUSINESS SYSTEMS INC., COPY MACHINE SERVICE, 119.85; CELLS CO PARTNERSHIP, TABLETS, IPADS, CELL PHONES, GRIDSMART FOR TRANS,1128.62;CENTER POINT INC,COLL.,1812.24; CITY OF GERING,DISPOSAL FEES-SAN,47563.81;CITY OF SCB,POSTAGE POL ,3.74; CLARKPRINTING LLC, TIME CARDS, 227.7; COLUMN SOFTWARE PBC, PUBLICATIONS ,856.41; COMPUTER CONNECTION INC, CONTRACTUAL PD, 44; CONTRACTORS MATERIALS INC., GROUND MAINT PARK, 628.57; CREDIT BUREAU OF COUNCIL BLUFFS,MONTHLY MEMBERSHIP - SEP 2025,113;CRESCENT ELECT. SUPPLY COMP INC,30 HP POLE FOR 27TH ST. & HWY. 26,463.34; CROELL INC,DEPT SUP,278.2; DALY TEVIA,REIMB TEVIA,22.34;DELGADO LUPE,CONSULTING-PD,25; DINGES FIRE COMPANY,UNIFORM - STATION BOOTS SIZE 10M, 310; ECKERBERG, PHILIP, STEP GRANT POL, 340; ELKS CLUB, REIMBURSE OVERPYMT FOR LIQ LIC,450;ELLIOTT EQUIPMENT COMPANY INC.,VEHICLE MAINTENANCE-SAN,1822.11;FAT BOYS TIRE AND AUTO,2 TIRE REPAIR ON D. TRUCK, 347.27 ;FEDERAL EXPRESS CORPORATION, POSTAGE, 251.54; FERGUSON SIGNS, INC, CAPITAL PROJECT, 8471.92; FLOYD'S TRUCK CENTER SCOTTSBLUFF,VEHICLE MAINTENANCE-SAN,2072.25;FRANCISCO'S BUMPER TO BUMPER INC, VEH MAINT PD, 544.53; FRANK POWER SPORTS LLC, EQUIP MAINT, 302.5;GALLSPARENTHOLDINGS, LLC,UNIFORMS-PD,408.02; GOMPERT DOUG,REIMB DOUG,65;GREAT AMERICAN KITES & EVENTS LLC,SPECIAL EVENTS-REC,8340;GRIMMNATHANIEL,SCHOOLS&CONFPOL,850;HAWKINS,INC.,CHEMICALS, 9836.07; HERITAGE LANDSCAPE SUPPLY GROUP INC,GROUND MAINT PARK,3099.29; HONEY WAGON EXPRESS,CONTRACTUAL PARK,900;IDEAL LAUNDRY AND CLEANERS,INC.,JAN.SUP.,1105.57;INGRAMLIBRARYSERVICESINC,COLL.,1285.27;INTERNAL REVENUE SERVICE,WITHHOLDING,78426.24;INTRALINKS, INC,PROF SERV OCT 2025,10956.42;INVENTIVE WIRELESS OF NE, LLC,INTERNET PARK,30.11;JEO CONSULTING GROUP,ARPA,385;JOHNSON CONTROLS,LIBR COOLING TOWER - MAINTENANCE AGREEMENT,8400.46;KNOW HOW LLC,DEPARTMENT SUPPLIES-SAN,4547.28; LEAGUE OF NEBRASKA MUNICIPALITIES,SCHOOL & CONF,1024; LEAL NOHEMI,CONSULTING-POL,35;LEATHERS & ASSOCIATES INC,GROUND MAINT PARK,2806.08;LEGACY COOPERATIVE,DIESEL FUEL-SAN,26903.48;LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,206;L-TRON CORPORATION,EQUIP MAINT-POL,147.5;M.C. SCHAFF & ASSOCIATES, INC,SS4A ACTION PLAN,34000;MADISON NATIONAL LIFE,INSURANCE,3501.83;MARKETING CONSULTANTS,UNIFORM & CLOTHING-SAN,310;MARQUEE BROADCASTING WEST INC,TRI-CITY SW PSA- SEPT. 2025,900;MENARDS,INC,DEPT SUP,1665.08;MIDWESTFARM SERVICE-ALLIANCE,DEPT SUPP PARK,448.34;NAT'L LEAGUE OF CITIES,MEMBERSHIP DUES,1805;NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1611;NE DEPT OF REVENUE,WITHHOLDINGS,47405.51;NEBRASKA MACHINERY CO,REPLACE DIESEL EXH.INJECTORONBACKHOE,6457.86;NEBRASKAPUBLICPOWERDISTRICT,ELECTRIC ,54624.18;NEBRASKA RURAL RADIO ASSOCIATION,TRI-CITY SW PSA SEPT. 2025,500;

NEBRASKA STATE TREASURER'S OFFICE, UNCLAIMED PROPERTY, 411.15; NEBRASKA LAND TIRE, INC,EQUIP MAINT,4985.11; NEMNICH AUTOMOTIVE,#3-CIP-UNMARKEDCARSPD,11280.05;NORTHWESTPIPEFITTINGS,INC.OFSCOTTSBLUFF,DEPT SUP, 3731.46; ONECALL CONCEPTS, INC, CONTRACTUAL, 245.31; ORIGINAL EQUIPMENT CORPORATION, VEHICLE MAINTENANCE SAN, 360; PAIGE MANNING, GARDEN MAINTENANCE-SEPT. 2025,7572.5;PANHANDLE AUTOMOTIVE GROUP LLC,EQUIP MAINT CEM,1181.44; PANHANDLE CONCRETE PRODUCTS, INC,DEPT SUP,757; PANHANDLE GEOTECHNICAL & ENVIRONMENTAL INC,CONTRACTUAL SVC- ASBESTOS TESTING,1210; PARADISE PUMPERS LLC,CONTRACTUAL PARK,750; PLATTE VALLEY BANK,HEALTH SAVINGS ACCT,16510.96;POWERTECH LLC,EQUIP MAINT,2015;QUILLCORPORATION,DEPTSUPPL-POL,587.54;RAPID FIRE PROTECTION IN,BLDG. MAIN.,593;REGIONAL CARE INC,INSURANCE PREMIUM OCT,72629.75; REGISTER OF DEEDS, FINAL PLAT BOMGAARS, 132; REZPLOT SYSTEM LLC, CONTRACTUAL PARK,336;ROALKVAN DREW,SCHOOLS & CONF-PD,-280;RUSSEL'S AUTOMOTIVE,VEH MAINT-POL,167.8; S M E C,EMPLOYEE DEDUCTION,75; SANDBERG IMPLEMENT, INC,EQUIPMENT CEM,11874.11;SCB CO WEED CONTROL,WEED CONTROL- SCB DRAIN,1716.88;SCB COUNTY,SEPTIC PERMIT & INSPECTION 25-05 25-06 25-07,280;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,280;SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,383.62;SCOTT WALTON,EQUIP MAINT,1330.84;SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,338;SCOTTSBLUFF POLICE OFFICERS ASSOCIATION, POLICE EE DUES, 897; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,UNIFORMS-PD,24;SHAGGY BUFFALO CARWASH LLC,VEH MAINT-POL,180;SHERIFF'S OFFICE,LEGAL FEES-PD,215.46;SIGNS&SHAPESINTERNATIONALINC,WALTERCOSTUMECECLEANING/SHIPPING,32;SIMMONSOLSENLAWFIRM,P.C.,CONTRACTUAL,14772;SIMONCONTRACTORS ,DEPT SUPP CEM,255.68;SNELL SERVICES INC.,BLDG. MAIN.,342;SOUNDSLEEPER SECURITY INC.,INVESTIGATIONS-POL,99.95;SPENCER, KEVIN,SCHOOL & CONF REIMB K SPENCER,271;STEPHENS TAYLOR,NOVOTX CONFERENCE MEAL REIM (10-7-25 - 10-09-25),193.4;TERRY D SCOTT,VEH MAINT PARK,150.93;TEXAS PNEUDRAULIC INC,VEHICLE MAUBTEBABCE-SAN,179.86; TITAN MACHINERY, INC.,FUEL, AIR, OIL, HYD FILTERS & OIL FOR MOWING TRACT,566.98;TYLER TECHNOLOGIES, INC,UB FEES (7/1/25 - 9/30-25),8975;U AND U TRUCKING LLC,CONTRACTUAL SERVICES-SAN, 1102 ;UNION BANK & TRUST, RETIREMENT, 55309.46; UNIVERSITY OF LOUISVILLE,SCHOOLS & CONF-POL,4275;VERIZON COMMUNICATIONS INC,GPS SERVICE,127.6;W & R INC,GROUND MAINT PARK,13085.46;WASH-IT LLC,VEHICLE MAINT,26.5;WEINGART JAMIE N,SCH. & CONF.,3995.93;WESTERN COOPERATIVE COMPANY,GROUND MAINT PARK,5850; WESTERN COOPERATIVE COMPANY,EQUIP MAINT,97.8;WESTERN PATHOLOGY CONSULTANTS, INC,2026 ANNUAL BILLING,553; WHITING SIGNS,COUNCIL CHAMBERSWINDOWSIGNS,2279;WYOMINGCHILD SUPPORT ENFORCEMENT,CHILD

SUPPORT,738.08;YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,972;REFUNDS; PHS LAND & CATTLE, 38.11; DOLLAR GENERAL CORP, 3463.74

Concerning the claim removed from the Consent Calendar to Intralinks in the amount of \$10,956.42, 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 McKerrigan to accept Council Member Phillips' conflict of interest regarding the claim to Intralinks in the amount of \$10,956.42 and excuse him from voting, "YEAS," McKerrigan, Stricker, and Vidlak. "NAYS," None. Absent: Salomon. Abstain: Phillips.

City Manager Spencer explained, regarding the claim to Intralinks, it includes an annual subscription to Microsoft Teams, three or four Datto backups, server maintenance, and a purchased hard drive. This is in addition to the monthly contract fee charged.

Council Member McKerrigan made a motion, seconded by Council Member Stricker to approve the claim to Intralinks in the amount of \$10,956.42, "YEAS," Stricker, Vidlak, and McKerrigan. "NAYS," None. Absent: Salomon.

Mr. Lane Kizzire, Finance Director, approached to present the September 2025 Financial Report. He explained that page two shows we ended the last month of the fiscal year with \$52,812,974.58 in cash; this is due to Property and Sales Tax disbursements in September. Regarding the line item for transportation showing a decrease in cash for capital purchases, this is attributed to the completion of the 42nd Street project and a pickup acquired for the Public Works Director. Mr. Kizzire also noted there are a few other capital purchases we are waiting on that include a garbage truck for Sanitation and dump truck for Transportation, hoping to get those in to last year's budget.

Concerning the Budget to Actual Comparisons report, Mr. Kizzire explained no department is over 100% and all are right in line where they are supposed to be. Concerning the Revenues vs. Expenditures Report, it shows Public Safety in the negative which is due to the Motorola Maintenance Contract from the previous fiscal year for the communications center.

Council Member Phillips moved to approve the September 2025 Financial Report. The motion was seconded by Council Member Stricker. "YEAS," McKerrigan, Phillips, Vidlak, and Stricker. "NAYS," None. Absent: Salomon.

Council introduced the Ordinance to Rezone the proposed Lots 1 and 2, Block 1, Papa Moon Subdivision from A-Agricultural to R-1B Rural Residential Estate and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOTS 1 AND 2, BLOCK 1, PAPA MOON SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 54 WEST OF THE SIXTH P.M. SCOTTS BLUFF COUNTY NEBRASKA, CONTAINING AN AREA OF 6.22 ACRES MORE OR LESS, WHICH WAS PREVIOUSLY ZONED AS AGRICULTURAL (A) IS NOW ZONED RURAL RESIDENTIAL ESTATE (R-1B), REPEALING PRIOR SECTION 25-1-4, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council Member Stricker commented this Rezone is pretty straight forward, is part of the comprehensive plan, and was recommended by Planning Commission. Because of that he would make a motion that the Statutory Rule regarding the Ordinance to Rezone Lots 1 and 2, Block 1, Papa Moon Subdivision from A-Agricultural to R-1B Rural Residential Estate to be read by title on three different days be suspended. The motion was seconded by Council Member Phillips. "YEAS," Vidlak, Phillips, Stricker, and McKerrigan. "NAYS," None. Absent: Salomon.

Council Member Stricker moved, seconded by Council Member Phillips to adopt Ordinance No. 4359 Rezoning Lots 1 and 2, Block 1, Papa Moon Subdivision from A-Agricultural to R-1B Rural Residential Estate, “YEAS,” Phillips, McKerrigan, Stricker, and Vidlak. “NAYS,” None. Absent: Salomon.

Council introduced the Ordinance amending Chapter 25, Article 12, regarding Nonconforming Development and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE SCOTTSBLUFF MUNICIPAL CODE RELATING TO NONCONFORMING DEVELOPMENT AT CHAPTER 25, ARTICLE 12, BY AMENDING THE SECTIONS OF THE ARTICLE TO INCLUDE NONCONFORMING BUILDINGS, OFF-STREET PARKING FACILITIES, AND LOTS, AND UPDATE THE ARTICLE AS IT RELATES TO NONCONFORMING DEVELOPMENT, TO PROVIDE FOR AN EFFECTIVE DATE AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM.**

Council Member Stricker asked in section 22(A) of the Ordinance it talks about special hazards and wondered what an example of that would be. Legal Counsel Hadenfeldt answered anything that is safety related. We would identify that in the notice to the owner.

Regarding the Resolution to exit and withdraw from the OneLibrary Consortium Interlocal Agreement, Mr. Spencer explained we are looking to end the Agreement which is in reference to cataloguing and tracking books. Currently there are three organizations that are in the Consortium.

Ms. Elaine Bleisch, Library Director, came forward and added this was an Agreement the Library entered into in 2016 and entails the integrated library system containing the patron data base and catalog, basically what is used to conduct day to day business. Currently the library has a contract with SirsiDynix, that they would like to cancel at the end of the year and switch to another program known as Apollo, which is a simpler system and fits the library better. Ms. Bleisch also explained the only reason they were in the consortium was to get a better deal on the SirsiDynix software, however, by changing, the library would be saving around \$10,000 per year. Also, there are many local libraries in the area that use the Apollo program as well.

Council Member Stricker moved to approve Resolution No. 25-10-03 to exit and withdraw from the OneLibrary Consortium Interlocal Agreement and authorize the Mayor to sign the Resolution. The motion was seconded by Council Member Phillips, “YEAS,” McKerrigan, Stricker, Vidlak, and Phillips. “NAYS,” None. Absent: Salomon.

RESOLUTION NO. 25-10-03

A RESOLUTION BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA TO EXIT AND WITHDRAW FROM THE ONELIBRARY CONSORTIUM INTERLOCAL AGREEMENT.

WHEREAS, the City of Scottsbluff (“City”) is a party to the OneLibrary Consortium Interlocal Agreement approved via Resolution No. 07-09-3; and

WHEREAS, the City desires to exit and withdraw from said Interlocal Agreement effective December 31, 2025, and

WHEREAS, under the OneLibrary Consortium Interlocal Agreement, the City must give a 60-day written notice of its withdrawal.

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

The City has decided to withdraw from and shall provide a 60-day written notice of its withdrawal from the OneLibrary Consortium Interlocal Agreement effective December 31, 2025 and the Mayor is authorized, directed, and empowered to execute any documents evidencing the same on behalf of the City.

Dated this 20th day of October, 2025

Betsy Vidlak, Mayor

ATTEST:

Kimberley Wright, City Clerk

Mr. Keith Stoney, liquor license manager applicant from Walmart #867, approached Council regarding a Manager Change Amendment for the store. He explained he is the new store manager and has twenty years salary manager experience and has been a liquor license manager for ten of those years, however this will be his first year with a hard liquor license. He further explained this store is an ID all store which currently has less than half of a percent of overrides in the system. As far as the store is concerned, Mr. Stoney commented they do have theft of alcohol by minors, so they are looking into closing off the liquor section of the store around 8:00 p.m., which is typically a slow customer shopping time. They plan on utilizing fences with an associate call button. Furthermore, that part of the store does not have any exits, so blocking off that area would not be a concern for emergency exiting purposes.

Police Chief, Krisa Brass, also noted the Liquor License Holders Investigatory Board did send a positive recommendation to Council regarding the manager change.

Council Member McKerrigan moved to send a positive recommendation to the Nebraska Liquor Control Commission regarding the Manager Change Amendment to name Keith A. Stoney as the Liquor License Manager of Walmart #867, 3322 Avenue I, Scottsbluff, NE. The motion was seconded by Council Member Phillips. "YEAS," Stricker, Vidlak, Phillips, and McKerrigan. "NAYS," None. Absent: Salomon.

Public Works Director, Doug Gompert, came forward to receive approval on the purchase of a Case 621G XR Wheel Loader for the Compost Facility. He explained we are trading in a 2002 Caterpillar Loader with over 13,000 hours for \$14,000. The budgeted amount for the loader is \$240,000; after trade the purchase price will be \$199,000, utilizing Sourcewell through Titan Machinery.

Council Member Stricker moved, seconded by Council Member Phillips to approve the purchase of a Case 621G XR Wheel Loader for the Compost Facility utilizing Sourcewell through Titan Machinery in the amount of \$199,000, "YEAS," Vidlak, Phillips, Stricker, and McKerrigan. "NAYS," None. Absent: Salomon.

Regarding the purchase of a Komptech Hurrikan Wind Sifter for the Compost Facility, Mr. Gompert stated this piece of equipment sorts the trash out of the compost making a cleaner and higher quality material. The purchase price is \$325,000 utilizing Sourcewell through Power Screening. The budgeted amount is \$380,000 and this model is a demo unit with very few hours on it.

Council Member Phillips made a motion, seconded by Council Member McKerrigan to approve the purchase of a Komptech Hurrikan Wind Sifter for the Compost Facility utilizing Sourcewell through

Power Screening in the amount of \$325,000,” YEAS,” Phillips, McKerrigan, Stricker, and Vidlak. “NAYS,” None. Absent: Salomon.

Mr. Spencer presented the City of Scottsbluff’s KENO Funds Policy and application to Council, explaining the Midwest Theater applied for funding without a formal process; now, there is another organization that is actively interested in applying as well. Because of this, a policy has been enacted to help those organizations who request funding understand the guidelines and submit an application. They will also be required to come before Council to get the funding approved. Currently the balance in the fund is over \$350,000, adding the City takes in around \$60,000-\$65,000 annually. He does see the funds getting depleted and eventually the money will be earmarked for park amenities and playground equipment, but for now, the City needs a formal process to delegate the funds.

Mayor Vidlak commented she likes the application and also that the organizations need to come before Council to be able to answer questions.

Council Member Stricker asked if there is a maximum amount that can be applied for. Mr. Spencer stated no, that will be the decision of Council to make. He does not want to set a dollar amount if there is a community need and funds can be used for a good project, adding he does not want to limit dollar amounts in this policy. Mr. Spencer also informed the policy and application will be put on the website for online access and transparency.

Council Member Phillips moved, seconded by Council Member McKerrigan to approve the City of Scottsbluff’s KENO Funds Policy and Application, “YEAS,” Stricker, Vidlak, Phillips, and McKerrigan. “NAYS,” None. Absent: Salomon.

Concerning the update on the landfill, Mr. Spencer started by informing Council that HDR, the engineering firm hired by both cities, was getting ready to meet with the Sioux County Planning Commission when they learned another moratorium was put on landfills by the Sioux County Commissioners, adding a moratorium was initially administered in April of this year and has since been extended again thru April of 2026. In addition, after meeting with David Laucomer, President of F X Land Company, the landowner, they found he has expressed no interest in extending the Purchase Agreement which is set to expire on January 21, 2026. Furthermore, Mr. Spencer continued, because of this development, we might be looking at other sites, stating the group meets with HDR on Wednesday to have discussions. One such discussion could be meeting with the Sioux County Attorney on obtaining a Conditional Use Permit. However, Mr. Spencer commented both Scottsbluff and Gering will need to have a plan in place for where to take their trash as the Gering landfill is set to be at capacity in November of 2026, adding in the next few weeks, he will be researching options and exploring tipping fee prices at other locations.

Council Member Phillips asked where we are at with the transfer station. Mr. Spencer stated it is coming along. The permit has been completed by M.C. Schaff and just needs to be submitted and approved. Council Member McKerrigan questioned tipping fees. Mr. Spencer explained as far as tipping fees are concerned, we currently are paying around \$50.00 and initial reports from HDR are indicating they will increase to \$72.00, but we do not know what is included with that.

After discussion Council and City Manager Spencer agreed we need to do what is best and economically feasible for the members of our community.

Under Council Reports, Council Member Stricker stated the League put the Safety for Public Officials presentation on their website so he will not be presenting one to Council. Mr. Spencer also shared a letter he received from WNCC regarding the Monument Marathon. Mayor Vidlak stated she and City Manager Spencer have been attending meetings for the State of the Valley which is Wednesday, October 22nd.

Council Member Phillips made a motion, seconded by Council Member Stricker to adjourn the meeting at 6:39 p.m. “YEAS,” Vidlak, Phillips, Stricker, and McKerrigan. “NAYS,” None. Absent: Salomon.

Mayor

Attest:

City Clerk

City of Scottsbluff, Nebraska

Monday, November 3, 2025

Regular Meeting

Item 8.b

Council to excuse the absence of Council Member Salomon from the October 20, 2025 Regular Meeting.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, November 3, 2025

Regular Meeting

Item 8.c

Council to approve the bid specifications for the purchase of a new, half-ton truck for the Water Department, and authorize the city clerk to advertise for bids to be received by December 2, 2025 at 10:00 a.m.

Staff Contact: Kevin E Spencer

Agenda Statement

Item No.

For Meeting of: November 3, 2025

AGENDA TITLE: Council to approve bid specifications for the purchase of a new half-ton truck for the Water Department and authorize the advertising for bids to be received on December 2, 2025 at 10:00 a.m.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works

PRESENTATION BY: Consent

SUMMARY EXPLANATION: The budget for FY25/26 includes the purchase of a truck for the Water Department. The specifications are for a half-ton, crew cab, 4x4 truck. We will be trading in a 2001 Chevy 2500 truck with 152,391 miles on it - as part of this purchase.

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff requests that Council approve the bid specifications and authorize the City Clerk to advertise for bids to be received on December 2, 2025 at 10:00 a.m.

Does this item require the expenditure of funds? X yes _____no

Are funds budgeted? X yes _____no

If no, comments: _____

Estimated Amount _____

Amount Budgeted \$70,000

Department Water Department

Account Description Equipment

Approval of funds available _____

City Finance Director

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) Bid Specifications

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____

City Manager



CITY OF SCOTTSBLUFF
BID SPECIFICATIONS

FOR THE PURCHASE OF

**ONE, NEW, CREW CAB,
4 x 4, HALF-TON PICKUP TRUCK**

FOR THE

WATER DEPARTMENT

DATED: November 3, 2025

NOTICE TO BIDDERS

Sealed Bids will be received by the City of Scottsbluff, Nebraska at the office of the City Clerk until 10:00 A.M., Tuesday, December 2, 2025, for furnishing One, New, Crew Cab, 4 x 4, Half-Ton Pickup Truck for the Water Department. Specifications and Instructions to Bidders are available at the office of the City Clerk. The Council reserves the right to reject any and all bids and to waive irregularities.

Kimberley Wright
City Clerk

Publish – 3 times:
November 6, 2025
November 13, 2025
November 20, 2025

INSTRUCTIONS TO BIDDERS

1. All bids need to be submitted on the bid form provided so they may be properly compared and evaluated.
2. The bids will be for one, new, crew cab, 4 x 4 half-ton pickup truck.
3. The bids need to include the cost of delivery to 3602 S Beltline Hwy E, Scottsbluff, NE.
4. The City Water Department is NOT exempt from Federal Excise Tax.
5. The City will be trading in a 2001 Chevy 2500 Pickup Truck, VIN: 1GBHC24U71Z304284, with 152,391 miles on it.
6. Bids need to include the manufacturer's brochure with detailed specifications of the identical model being bid.
7. Any variations to the minimum specification requirements listed on the following pages, need to be written and submitted with the bid form.
8. The bids shall be submitted to the City Clerk's office by 10:00 A.M., Tuesday, December 2, 2025, in a sealed envelope, and the envelope clearly marked "Water Department Bid for Half-Ton Pickup Truck".
9. Bidders should be aware that Council reserves the right to reject any and all bids and to waive any irregularities for any reason deemed necessary.
10. Award of purchase will not become final until a notice is issued by the City, following Council's approval.
11. Following delivery of the truck, and finding it meets all specifications, the payment request will go before Council during their next scheduled meeting.
12. The price stated on the bid form shall be good through the date of delivery and subsequent payment.
13. Each bidder must have a current Nebraska motor vehicle dealers license, per Chapter 60, Article 14, of the Nebraska statutes.

**MINIMUM SPECIFICATIONS FOR ONE, NEW, CREW CAB,
4 x 4, HALF-TON PICKUP TRUCK**

QUANTITY. One, new, crew cab, 4 x 4, half-ton pickup truck.

G.V.W. Minimum 6,000 pounds.

ENGINE. 8 cylinder gasoline powered. Shall be equipped with full flow oil filter, dry type air cleaner.

WHEEL BASE. Approximately 131 inches.

TRANSMISSION. Heavy duty automatic with overdrive.

DIFFERENTIAL. Posi-traction or limited slip type.

SUSPENSION. Front - 3,000 pounds minimum with heavy duty shock absorbers. Rear - 3,500 pounds minimum with heavy duty shock absorbers, equipped with overload springs.

TIRES. Minimum Front and Rear - P235/75R 16 Radials, O.W.L. all season. A mounted spare tire and rim shall be furnished and match the P235/75R 16 radial design.

RIMS. Shall be standard to match payload requirements.

STEERING. Power assisted.

BRAKES. Hydraulic, self-adjusting, power boosted front disc, rear drum. Emergency brake system provided. Drums and rotors shall be heavy duty and the largest available for model being bid. Brakes shall have rear anti-lock system.

ELECTRICAL SYSTEM. 12 Volt negative ground. Battery - maintenance free, 500 CCA minimum. Alternator - 60 AMP minimum.

TOW PACKAGE. Standard

BODY. Shall be eight (8) foot fleet side, with folding rear tailgate.

CAB AND EQUIPMENT. Standard enclosed steel crew cab with all windows and windshield equipped with safety glass. In addition to standard equipment the truck shall be equipped with:

1. Horn
2. Arm rests
3. Sun visors (2)
4. Electric 2-speed washers and wipers
5. Heavy Duty fresh air heater and defroster
6. AM-FM radio/CD Player
7. Undercoat
8. Seat Belts (2 Sets)
9. One (1) inside rear view mirror
10. Turn signals and emergency flashers
11. Two (2) west coast type mirrors, right and left
12. Oil gauge and ammeter
13. Air conditioning - factory installed
14. Four (4) mud guards
15. Two (2) shop manuals
16. Antifreeze 50/50
17. Front bumper and rear bumper (chrome)
18. Dome light
19. Split bench seat (cloth), with fold down center console
20. Cruise control
21. Tilt steering wheel
22. Floor mats
23. Electric windows

PAINT. Factory paint shall be white in color.

DELIVERY. Shall be F.O.B. Water Department, 3702 Rebecca Winters Road, Scottsbluff, NE.

WARRANTY - Bidder shall state all warranties with bid document submittal.

BID FORM
FOR FURNISHING
ONE, NEW, CREW CAB, 4 x 4, HALF-TON PICKUP TRUCK

I (we) have examined the Instructions to Bidders and the Specifications, and submit the following proposal to furnish one, new, crew cab, 4 x 4, half-ton pickup truck.

One _____ \$ _____
Year Make Model # Bid Price

Less Trade-in: 2001 Chevy 2500 Pickup VIN: 1GBHC24U71Z304284 \$ _____
Trade-in Value

Bid Price less Trade-in Value: \$ _____

My Bid for the above described truck with trade-in is:

(amount written out fully)

If the City places an order with my dealership for the specified truck, I hereby certify we will deliver a new unit on or before:

_____ which meets the specifications included with this proposal.
Month Day Year

BIDDER INFORMATION

Signature: _____

Dealership: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone Number: _____

CITY OF SCOTTSBLUFF WATER DEPARTMENT
SPECIFICATION REQUIREMENTS
FOR
ONE, NEW, CREW CAB, HALF-TON, 4 x 4, PICKUP TRUC

SPECIFICATION CHECKLIST	check Yes or No	
	YES	NO
G.V.W. Minimum 6,000 pounds		
ENGINE 8 cylinder gasoline powered		
ENGINE Equipped with full flow oil filter		
ENGINE Dry type air cleaner		
WHEEL BASE Approximately 131 inches		
TRANSMISSION Heavy duty automatic with overdrive		
DIFFERENTIAL Positraction or limited slip type		
SUSPENSION Front - 3,000 pounds minimum		
SUSPENSION Front – Heavy duty shock absorbers		
SUSPENSION Rear – 3,500 pounds minimum		
SUSPENSION Rear – Heavy duty shock absorbers with overload springs		
TIRES Minimum Front and Rear - P235/75R 16 Radials, O.W.L. all season		
TIRES Mounted Spare tire and rim matching P235/75R 16 radial design		
RIMS Standard to match payload requirements		
STEERING Power assisted		
BRAKES Hydraulic, self-adjusting, power boosted front disc, rear drum		
BRAKES Emergency brake system		
BRAKES Drums and rotors are heavy duty and largest available for model being bid.		
BRAKES Has rear anti-lock system		
ELECTRICAL SYSTEM 12 Volt negative ground Battery - maintenance free, 500 CCA minimum		
ELECTRICAL SYSTEM Alternator 60 AMP minimum		
TOW PACKAGE Standard		
BODY Eight (8) foot fleet side, with folding rear tailgate		
PAINT Factory paint - white in color		
CAB AND EQUIPMENT Standard enclosed steel crew cab with all windows and windshield equipped with safety glass.		
Horn		
Arm Rests		
Sun visors (2)		
Electric 2-speed washers and wipers		
Heavy Duty fresh air heater and defroster		
AM-FM radio/CD Player		
Undercoat		
Seat Belts (2 Sets)		
One (1) inside rear view mirror		
Turn signals and emergency flashers		
Two (2) west coast type mirrors, right and left		
Oil gauge and ammeter		
Air conditioning - factory installed		
Four (4) mud guards		
Two (2) shop manuals		
Antifreeze 50/50		
Front bumper and rear bumper (chrome)		
Dome light		
Split Bench Seat(Cloth), with fold down center console		
Cruise Control		
Tilt Steering Wheel		
Floor Mats		
Electric Windows		
WARRANTY Shall be stated at time of bid		

City of Scottsbluff, Nebraska

Monday, November 3, 2025

Regular Meeting

Item 8.d

Council to approve the bid specifications for the purchase of a new, three-quarter ton 4 X 4 truck with crew cab, for the Parks Department, and authorize the city clerk to advertise for bids to be received by December 2, 2025 at 10:30 a.m.

Staff Contact: Matthew Carpenter

Agenda Statement

Item No.

For Meeting of: November 3, 2025

AGENDA TITLE: Council to consider approval of the bid specifications for the purchase of a new ¾ ton truck for the Parks Department.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks & Recreation Department

PRESENTATION BY: Kevin Spencer, City Manager

SUMMARY EXPLANATION: Council to approve the bid specifications for the purchase of a new ¾-ton truck for the Parks Department and authorize the city clerk to advertise for bids to be received by December 2, 2025 at 10:30 a.m.

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff recommends that Council approve the bid specs as stated.

Does this item require the expenditure of funds?

 X yes no

Are funds budgeted?

 X yes 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) Bid Specifications

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

City of Scottsbluff Parks Department

Bid Specifications



For

New $\frac{3}{4}$ ton 4 Wheel Drive Base Model Crew Cab
Pickup Truck

Sealed Bids will be received by the City of Scottsbluff, Nebraska at the office of the City Clerk until 10:30 a.m., Tuesday, December 2, 2025 for furnishing One, New, Three-Quarter Ton 4 x 4 Truck with Crew Cab. Specifications and Instructions to Bidders are available at the office of the City Clerk. The Council reserves the right to reject any and all bids and to waive irregularities.

Kimberley Wright
City Clerk

Instructions to Bidders

1. All bids need to be submitted on the bid form provided so they may be properly compared and evaluated.
2. The bids will be for one new three-quarter ton 4 x 4 truck with crew cab
3. Bids are to be quoted F.O.B. Scottsbluff, NE.
4. Bids need to include the year, make and model of the truck/equipment being bid. They also need to include the manufacturer's brochure with detailed specifications of the identical model being bid.
5. The Parks Department is TAX EXEMPT
6. The bids shall be submitted to the City Clerk's office by 10:30 a.m., Tuesday, December 2, 2025, in a sealed envelope, and the envelope clearly marked "Bid on Three-Quarter Ton 4x4 Crew Cab Truck
7. Bidders should be aware that Council reserves the right to reject any and all bids and to waive any irregularities for any reason deemed necessary.
8. Award of purchase will not become final until a notice has been issued by the City authorizing this purchase.
9. The City will pay for the truck/equipment meeting all specifications upon proper documentation of same, no sooner than the first Council meeting following delivery of same.
10. Please specify a delivery date for the unit being bid.
11. The price stated on the bid form shall be good through the date of delivery and subsequent payment.
12. Any items of noncompliance or variations to the minimum specification requirements listed on the following pages need to be written and submitted with the bid form.
13. Each bidder must have a current Nebraska motor vehicle dealers license, per Chapter 60, Article 14, of the Nebraska statutes.

**MINIMUM SPECIFICATIONS FOR ONE, NEW,
THREE-QUARTER TON 4 x 4 TRUCK WITH CREW CAB**

GENERAL. One new three-quarter ton 4 x 4 truck with crew cab, Single rear wheels, and snow plow prep package. The unit shall meet or exceed the following minimum requirements.

GVWR. Minimum 10,000 pounds.

ENGINE. 8 cylinder gasoline powered engine

CAB. Crew Cab

TRANSMISSION. Automatic

COLOR. Factory white.

EQUIPMENT. Standard enclosed crew cab with all windows and windshield equipped with safety glass. In addition to standard equipment, the truck shall be equipped with:

1. Horn
2. Windshield washers and wiper
3. Trailer brake controller
4. Vinyl Floor
5. Cloth 40/20/40 split bench seat with console
6. Running boards (mounted)
7. Power Windows and Locks

WARRANTY - Bidder shall state all warranties at time of bid.

**BID FORM
FOR FURNISHING
ONE, NEW, THREE-QUARTER TON 4 WHEEL DRIVE BASE MODEL
CREW CAB PICKUP TRUCK**

Mayor and City Council
Scottsbluff, Nebraska

I (we) have examined the Notice to Bidders, dated November 3, 2025, Instructions to Bidders, and the Specifications, and submit the following bid to furnish one, new, three-quarter ton 4 Wheel Drive Base Model Crew Cab Pickup Truck.

One _____ \$ _____
Year Make Model # Bid Price

Total Cost \$ _____

My Bid for the above described three-quarter ton 4 Wheel Drive Base Model Crew Cab Pickup Truck is:

(amount written out fully)

If the City places an order with my dealership for the specified truck, I hereby certify I will deliver a new unit on or before:

_____ which meets the specifications included with this proposal.
Month Day Year

Signature of Bidder: _____

Name of Bidder: _____

Company Represented by Bidder: _____

Address of Bidder: _____

Telephone & Fax Number of Bidder: _____

BIDDERS LIST

Team Chevrolet Toyota GMC

2014 E 20th Pl,
Scottsbluff, NE 69361

Transwest Ford

1515 E 20th St,
Scottsbluff, NE 69361

Reganis Auto Center

1901 E Overland,
Scottsbluff, NE 69361

City of Scottsbluff, Nebraska

Monday, November 3, 2025

Regular Meeting

Item 8.e

Council to set a public hearing for November 17, 2025 to receive information about making a recommendation to the Nebraska Liquor Control Commission on a Class D Liquor License for Waheguru Ji Scottsbluff, LLC, 323 East Overland Dr., Scottsbluff, NE.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, November 3, 2025

Regular Meeting

Item 8.f

Council to set a public hearing for November 17, 2025 to receive information about making a recommendation to the Nebraska Liquor Control Commission on a Class A Liquor License for Auto Plaza Joe Hessler, Inc. d/b/a Auto Plaza, 2425 Ave. I, Scottsbluff, NE.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, November 3, 2025

Regular Meeting

Item 8.g

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 9/30/2025 - 11/3/2025

Description (Payable)	Account Name	Amount
Vendor: 08424 - 21st CENTURY WATER TEHNOLOGIES, LLC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	309.43
Fund 111 - GENERAL Total:		309.43
Vendor 08424 - 21st CENTURY WATER TEHNOLOGIES, LLC Total:		309.43
Vendor: 08464 - 911 CUSTOM, LLC		
Fund: 218 - PUBLIC SAFETY		
#1-CIP-PATROL CARS	EQUIPMENT	200.00
#1-CIP-PATROL CARS-POL	EQUIPMENT	6,935.78
Fund 218 - PUBLIC SAFETY Total:		7,135.78
Vendor 08464 - 911 CUSTOM, LLC Total:		7,135.78
Vendor: 00393 - ACTION COMMUNICATIONS INC.		
Fund: 218 - PUBLIC SAFETY		
KENWOOD RADIOS VM8000 ...	DEPARTMENT SUPPLIES	12,527.60
Fund 218 - PUBLIC SAFETY Total:		12,527.60
Fund: 621 - ENVIRONMENTAL SERVICES		
Equipment-SAN	EQUIPMENT	141.28
Fund 621 - ENVIRONMENTAL SERVICES Total:		141.28
Vendor 00393 - ACTION COMMUNICATIONS INC. Total:		12,668.88
Vendor: 00602 - AK BROWN ENTERPRISES LLC		
Fund: 212 - STREETS		
TRAFFIC SIGNAL DETECTION S...	ELECTRICAL MAINTENANCE	27,750.00
Fund 212 - STREETS Total:		27,750.00
Vendor 00602 - AK BROWN ENTERPRISES LLC Total:		27,750.00
Vendor: 10699 - AMAZON CAPITAL SERVICES INC		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	34.06
Coll.	COLLECTIONS	23.21
Fund 111 - GENERAL Total:		57.27
Vendor 10699 - AMAZON CAPITAL SERVICES INC Total:		57.27
Vendor: 00382 - AMERICAN WATER WORKS ASSOCIATION		
Fund: 641 - WATER		
MEMBERSHIPS	MEMBERSHIPS	248.00
Fund 641 - WATER Total:		248.00
Vendor 00382 - AMERICAN WATER WORKS ASSOCIATION Total:		248.00
Vendor: 10586 - ANNA GAMBOA		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	980.00
CONTRACTUAL	CONTRACTUAL SERVICES	700.00
CONTRACTUAL	CONTRACTUAL SERVICES	700.00
CONTRACTUAL	CONTRACTUAL SERVICES	1,100.00
Fund 111 - GENERAL Total:		3,480.00
Vendor 10586 - ANNA GAMBOA Total:		3,480.00
Vendor: 09843 - AXON ENTERPRISE INC		
Fund: 218 - PUBLIC SAFETY		
#5-CIP-AXON IN-CAR-POL	DEPARTMENT SUPPLIES	30,778.56
Fund 218 - PUBLIC SAFETY Total:		30,778.56
Vendor 09843 - AXON ENTERPRISE INC Total:		30,778.56

Expense Approval Report

Post Dates: 9/30/2025 - 11/3/2025

Description (Payable)	Account Name	Amount
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	212.00
Monthly Energy Bill	HEATING FUEL	70.67
Monthly Energy Bill	HEATING FUEL	49.80
Monthly Energy Bill	HEATING FUEL	70.68
Monthly Energy Bill	HEATING FUEL	154.54
Monthly Energy Bill	HEATING FUEL	114.71
Monthly Energy Bill	HEATING FUEL	122.80
Fund 111 - GENERAL Total:		795.20
Fund: 212 - STREETS		
Monthly Energy Bill	HEATING FUEL	360.51
Fund 212 - STREETS Total:		360.51
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	76.07
Fund 621 - ENVIRONMENTAL SERVICES Total:		76.07
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	199.20
Fund 641 - WATER Total:		199.20
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:		1,430.98
Vendor: 10701 - BOLGER GENO		
Fund: 111 - GENERAL		
Special Events-REC	SPECIAL EVENTS	935.00
Fund 111 - GENERAL Total:		935.00
Vendor 10701 - BOLGER GENO Total:		935.00
Vendor: 04893 - BROWN'S SHOE FIT, CO.		
Fund: 212 - STREETS		
CLOTHING ALLOW FOR C. ZA...	UNIFORMS & CLOTHING	219.99
CLOTHING ALLOW FOR C. ROS...	UNIFORMS & CLOTHING	207.99
CLOTHING ALLOW FOR R. HE...	UNIFORMS & CLOTHING	231.99
CLOTHING ALLOW FOR R. GA...	UNIFORMS & CLOTHING	139.99
CLOTHING ALLOW FOR J. PIER...	UNIFORMS & CLOTHING	139.99
CLOTHING ALLOW FOR S. STA...	UNIFORMS & CLOTHING	131.99
Fund 212 - STREETS Total:		1,071.94
Fund: 621 - ENVIRONMENTAL SERVICES		
Uniform & Clothing-SAN	UNIFORMS & CLOTHING	148.74
Fund 621 - ENVIRONMENTAL SERVICES Total:		148.74
Vendor 04893 - BROWN'S SHOE FIT, CO. Total:		1,220.68
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	142.87
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	241.58
CONTRACTUAL-POL	CONTRACTUAL SERVICES	107.12
Fund 111 - GENERAL Total:		491.57
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		491.57
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
CELL PHONE	CELLULAR PHONE	39.94
OCTOBER CELLULAR DATA	CELLULAR PHONE	160.30
CELL PHONES-POL	PHONE & INTERNET	1,434.66
Fund 111 - GENERAL Total:		1,634.90
Fund: 213 - CEMETERY		
CELL PHONE	PHONE & INTERNET	39.94
Fund 213 - CEMETERY Total:		39.94
Vendor 07911 - CELLCO PARTNERSHIP Total:		1,674.84

Expense Approval Report

Post Dates: 9/30/2025 - 11/3/2025

Description (Payable)	Account Name	Amount
Vendor: 02655 - CONTINUUM EAP		
Fund: 812 - HEALTH INSURANCE		
EAP SERVICES (10/01/25-9/30... CONTRACTUAL SERVICES		5,000.00
	Fund 812 - HEALTH INSURANCE Total:	5,000.00
	Vendor 02655 - CONTINUUM EAP Total:	5,000.00
Vendor: 09581 - CREATIVE SITES LLC		
Fund: 511 - CAPITAL PROJECTS FUND		
EQUIPMENT BURKE DOLPHIN ... EQUIPMENT		2,011.74
	Fund 511 - CAPITAL PROJECTS FUND Total:	2,011.74
	Vendor 09581 - CREATIVE SITES LLC Total:	2,011.74
Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC		
Fund: 212 - STREETS		
SUPP - OUTLET BOXES	DEPARTMENT SUPPLIES	195.87
SUPP - BULBS	DEPARTMENT SUPPLIES	16.76
	Fund 212 - STREETS Total:	212.63
	Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:	212.63
Vendor: 09767 - CROELL INC		
Fund: 212 - STREETS		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	4,431.00
	Fund 212 - STREETS Total:	4,431.00
	Vendor 09767 - CROELL INC Total:	4,431.00
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
Fund: 661 - STORMWATER		
Monthly Long Distance	PHONE & INTERNET	0.47
	Fund 661 - STORMWATER Total:	0.47

Expense Approval Report

Post Dates: 9/30/2025 - 11/3/2025

Description (Payable)	Account Name	Amount
Fund: 721 - GIS SERVICES		
Monthly Long Distance	PHONE & INTERNET	0.47
Fund 721 - GIS SERVICES Total:		0.47
Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:		55.49
Vendor: 06876 - DELL MARKETING LP		
Fund: 218 - PUBLIC SAFETY		
#1-CIP-EOC EQUIP REPLACE-PD	EQUIPMENT	736.09
#1-CIP-EOC EQUIP REPLACE-PD	EQUIPMENT	736.08
Fund 218 - PUBLIC SAFETY Total:		1,472.17
Vendor 06876 - DELL MARKETING LP Total:		1,472.17
Vendor: 09703 - DOCU-SHRED LLC		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	120.00
Fund 111 - GENERAL Total:		120.00
Vendor 09703 - DOCU-SHRED LLC Total:		120.00
Vendor: 10279 - EAKES INC		
Fund: 111 - GENERAL		
DEPT SUPP CC	DEPARTMENT SUPPLIES	57.10
DEPT SUPP CM	DEPARTMENT SUPPLIES	40.97
DEPT SUPP CC	STRUCTURES	10,550.03
DEPT SUPPLIES-DS	DEPARTMENT SUPPLIES	11.75
Fund 111 - GENERAL Total:		10,659.85
Vendor 10279 - EAKES INC Total:		10,659.85
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: 10700 - EVIDENT INC		
Fund: 111 - GENERAL		
INVESTIGATIONS- LINED EVID...	DEPARTMENT SUPPLIES	116.80
Fund 111 - GENERAL Total:		116.80
Vendor 10700 - EVIDENT INC Total:		116.80
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	47.64
POSTAGE	POSTAGE	234.86
Fund 641 - WATER Total:		282.50
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:		282.50
Vendor: 10547 - FIRST NATL BANK OF OMAHA		
Fund: 321 - CRA		
TIF-KERSCH 11-3-25	TIF PASS THRU - INTEREST	3,999.31
Fund 321 - CRA Total:		3,999.31
Vendor 10547 - FIRST NATL BANK OF OMAHA Total:		3,999.31
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: 09469 - GI HOSPITALITY		
Fund: 111 - GENERAL		
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	567.00

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Description (Payable)	Account Name	Amount
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	220.00
Fund 111 - GENERAL Total:		787.00
Vendor 09469 - GI HOSPITALITY Total:		787.00
Vendor: 10627 - GREAT AMERICA FINANCIAL SERVICES CORPORATION		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	162.94
Fund 111 - GENERAL Total:		162.94
Vendor 10627 - GREAT AMERICA FINANCIAL SERVICES CORPORATION Total:		162.94
Vendor: 10431 - GWIN SEAN		
Fund: 111 - GENERAL		
PER DIEM FOR RESCUE CONF...	SCHOOL & CONFERENCE	120.00
Fund 111 - GENERAL Total:		120.00
Vendor 10431 - GWIN SEAN Total:		120.00
Vendor: 10364 - HERITAGE LANDSCAPE SUPPLY GROUP INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	298.48
GROUND MAINT PARK	GROUNDS MAINTENANCE	567.96
Fund 111 - GENERAL Total:		866.44
Vendor 10364 - HERITAGE LANDSCAPE SUPPLY GROUP INC Total:		866.44
Vendor: 05667 - HOA SOLUTIONS, INC		
Fund: 631 - WASTEWATER		
EQUIPMENT	EQUIPMENT MAINTENANCE	10,483.75
EQUIP MAINT	EQUIPMENT MAINTENANCE	3,838.00
Fund 631 - WASTEWATER Total:		14,321.75
Vendor 05667 - HOA SOLUTIONS, INC Total:		14,321.75
Vendor: 09305 - HONEY WAGON EXPRESS		
Fund: 111 - GENERAL		
CONTRACTUAL PARK	CONTRACTUAL SERVICES	225.00
CONTRACTUAL PARK	CONTRACTUAL SERVICES	225.00
CONTRACTUAL PARK	CONTRACTUAL SERVICES	225.00
Fund 111 - GENERAL Total:		675.00
Vendor 09305 - HONEY WAGON EXPRESS Total:		675.00
Vendor: 10391 - HQ COMPOST HOLDINGS LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	4,780.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		4,780.00
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	4,780.00
Fund 631 - WASTEWATER Total:		4,780.00
Vendor 10391 - HQ COMPOST HOLDINGS LLC Total:		9,560.00
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 212 - STREETS		
SUPP - MASTER PADLOCKS	DEPARTMENT SUPPLIES	96.00
Fund 212 - STREETS Total:		96.00
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:		96.00
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	37.98
Fund 111 - GENERAL Total:		37.98
Fund: 212 - STREETS		
SUPP - TRIMMER LINE	DEPARTMENT SUPPLIES	95.98
DEWALT COMPACT DRILL/DRI...	DEPARTMENT SUPPLIES	249.99
CLOTHING ALLOW FOR M. M...	UNIFORMS & CLOTHING	364.96
CLOTHING ALLOW FOR L. STE...	UNIFORMS & CLOTHING	139.99

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Description (Payable)	Account Name	Amount
CLOTHING ALLOW FOR K. BUR...	UNIFORMS & CLOTHING	159.98
CLOTHING ALLOW FOR R. FRIE...	UNIFORMS & CLOTHING	139.99
CLOTHING ALLOW FOR B. BE...	UNIFORMS & CLOTHING	139.99
CLOTHING ALLOW. FOR C. RO...	UNIFORMS & CLOTHING	78.73
CLOTHING ALLOW FOR .R. FRI...	UNIFORMS & CLOTHING	132.47
CLOTHING ALLOW FOR R. GA...	UNIFORMS & CLOTHING	191.96
Fund 212 - STREETS Total:		1,694.04
Fund: 621 - ENVIRONMENTAL SERVICES		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	89.99
Uniform & Clothing-SAN	UNIFORMS & CLOTHING	45.98
Uniform & Clothing-SAN	UNIFORMS & CLOTHING	101.43
Uniform & Clothing-SAN	UNIFORMS & CLOTHING	77.96
Uniform & Clothing-SAN	UNIFORMS & CLOTHING	-32.00
Uniform & Clothing-SAN	UNIFORMS & CLOTHING	159.99
Fund 621 - ENVIRONMENTAL SERVICES Total:		443.35
Fund: 631 - WASTEWATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	150.00
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	90.00
Fund 631 - WASTEWATER Total:		240.00
Fund: 641 - WATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	278.19
Fund 641 - WATER Total:		278.19
Vendor 06131 - JOHN DEERE FINANCIAL Total:		2,693.56
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT. SUPPLIES-DS	DEPARTMENT SUPPLIES	69.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	29.98
DEPT SUPP PARK	DEPARTMENT SUPPLIES	24.99
Fund 111 - GENERAL Total:		124.96
Fund: 212 - STREETS		
SUPP - DISPOSABLE GLOVES	DEPARTMENT SUPPLIES	52.73
CREDIT ON TAX	DEPARTMENT SUPPLIES	-2.75
SUPP - DISPOSABLE GLOVES	DEPARTMENT SUPPLIES	74.97
Fund 212 - STREETS Total:		124.95
Fund: 621 - ENVIRONMENTAL SERVICES		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	108.12
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	-78.13
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	-14.99
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	87.49
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	197.47
Fund 621 - ENVIRONMENTAL SERVICES Total:		299.96
Fund: 631 - WASTEWATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	108.13
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	-78.14
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	-15.00
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	87.50
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	197.48
Fund 631 - WASTEWATER Total:		299.97
Fund: 641 - WATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	66.44
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	178.96
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	9.84
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	45.35
Fund 641 - WATER Total:		300.59
Vendor 08067 - JOHN DEERE FINANCIAL Total:		1,150.43

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Description (Payable)	Account Name	Amount
Vendor: 09462 - LIGHTHOUSE ELECTRICAL CONTRACTORS, LLC		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	833.12
Fund 111 - GENERAL Total:		833.12
Vendor 09462 - LIGHTHOUSE ELECTRICAL CONTRACTORS, LLC Total:		833.12
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 215 - SPECIAL PROJECTS		
2023 HAIL STORM REPAIRS	INSURED REPAIRS/REPLACE	7,136.00
Fund 215 - SPECIAL PROJECTS Total:		7,136.00
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:		7,136.00
Vendor: 05099 - MARKETING CONSULTANTS		
Fund: 218 - PUBLIC SAFETY		
#1-CIP-PATROL CARS-POL	EQUIPMENT	1,500.00
#1-CIP-PATROL CARS-POL	EQUIPMENT	1,500.00
Fund 218 - PUBLIC SAFETY Total:		3,000.00
Fund: 621 - ENVIRONMENTAL SERVICES		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	95.00
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	95.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		190.00
Fund: 631 - WASTEWATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	95.00
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	95.00
Fund 631 - WASTEWATER Total:		190.00
Vendor 05099 - MARKETING CONSULTANTS Total:		3,380.00
Vendor: 08317 - MATHESON TRI-GAS INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	29.38
DEPT SUPP PARK	DEPARTMENT SUPPLIES	355.26
Fund 111 - GENERAL Total:		384.64
Vendor 08317 - MATHESON TRI-GAS INC Total:		384.64
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
DEPT SUPP P ARK	DEPARTMENT SUPPLIES	3.51
DEPT SUPP PARK	DEPARTMENT SUPPLIES	29.96
DEPT SUPP PARK	DEPARTMENT SUPPLIES	262.08
DEPT SUPP PARK	DEPARTMENT SUPPLIES	228.00
DEPT SUPP PARK	DEPARTMENT SUPPLIES	226.84
DEPT. SUPPLIES-ADM	DEPARTMENT SUPPLIES	6.67
BLDG MAINT-POL	BUILDING MAINTENANCE	27.90
BLDG MAINT-POL	BUILDING MAINTENANCE	27.90
Fund 111 - GENERAL Total:		812.86
Fund: 212 - STREETS		
TRAILER WHEEL FOR SIGN TRA...EQUIPMENT MAINTENANCE		-45.99
TRAILER WHEEL FOR SIGN TR... EQUIPMENT MAINTENANCE		61.98
WALL HEATER FOR U & E SHO... DEPARTMENT SUPPLIES		14.99
WALL HEATER FOR U & E SHO... BUILDING MAINTENANCE		137.99
Fund 212 - STREETS Total:		168.97
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	5.13
DEPT SUP	DEPARTMENT SUPPLIES	22.98
Fund 621 - ENVIRONMENTAL SERVICES Total:		28.11
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	5.14
DEPT SUP	DEPARTMENT SUPPLIES	22.97
DEPT SUP	DEPARTMENT SUPPLIES	409.79
Fund 631 - WASTEWATER Total:		437.90

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Description (Payable)	Account Name	Amount
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	12.83
	Fund 641 - WATER Total:	12.83
	Vendor 07628 - MENARDS, INC Total:	1,460.67
Vendor: 00433 - MOBIUS COMMUNICATIONS COMPANY		
Fund: 111 - GENERAL		
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	90.00
	Fund 111 - GENERAL Total:	90.00
	Vendor 00433 - MOBIUS COMMUNICATIONS COMPANY Total:	90.00
Vendor: 00748 - MOTOROLA SOLUTIONS, INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Equipment-SAN	EQUIPMENT	7,620.60
	Fund 621 - ENVIRONMENTAL SERVICES Total:	7,620.60
	Vendor 00748 - MOTOROLA SOLUTIONS, INC Total:	7,620.60
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: 01358 - NE LAW ENFORCEMENT TRAINING CENTER		
Fund: 111 - GENERAL		
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	175.00
	Fund 111 - GENERAL Total:	175.00
	Vendor 01358 - NE LAW ENFORCEMENT TRAINING CENTER Total:	175.00
Vendor: 10636 - NEBRASKA DEPT OF WATER, ENERGY AND ENVIRONMENT		
Fund: 621 - ENVIRONMENTAL SERVICES		
LICENSES	CONTRACTUAL SERVICES	1,050.00
	Fund 621 - ENVIRONMENTAL SERVICES Total:	1,050.00
Fund: 631 - WASTEWATER		
LICENSES	LICENSE/PERMITS	1,050.00
LICENSE & PERMITS	LICENSE/PERMITS	345.00
	Fund 631 - WASTEWATER Total:	1,395.00
Fund: 641 - WATER		
LICENSE & PERMITS	LICENSE/PERMITS	1,380.00
	Fund 641 - WATER Total:	1,380.00
	Vendor 10636 - NEBRASKA DEPT OF WATER, ENERGY AND ENVIRONMENT Total:	3,825.00
Vendor: 09359 - NEBRASKA PRINTWORKS, LLC		
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	602.16
CONTRACTUAL SVC	CONTRACTUAL SERVICES	404.05
	Fund 641 - WATER Total:	1,006.21
	Vendor 09359 - NEBRASKA PRINTWORKS, LLC Total:	1,006.21
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 631 - WASTEWATER		
ELECTRICITY	ELECTRIC POWER	11,617.81
ELECTRICITY	ELECTRIC POWER	158.56
	Fund 631 - WASTEWATER Total:	11,776.37
Fund: 641 - WATER		
ELECTRICITY	ELECTRIC POWER	3,262.37
ELECTRICITY	ELECTRIC POWER	4,693.64
	Fund 641 - WATER Total:	7,956.01
	Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	19,732.38

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Description (Payable)	Account Name	Amount
Vendor: 09509 - NEMNICH AUTOMOTIVE		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	314.37
Fund 111 - GENERAL Total:		314.37
Vendor 09509 - NEMNICH AUTOMOTIVE Total:		314.37
Vendor: 10300 - NMC GROUP INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	180.49
Fund 111 - GENERAL Total:		180.49
Vendor 10300 - NMC GROUP INC Total:		180.49
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	120.00
SAMPLES	SAMPLES	120.00
SAMPLES	SAMPLES	120.00
Fund 641 - WATER Total:		360.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		360.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	6,300.56
Fund 111 - GENERAL Total:		6,300.56
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:		6,300.56
Vendor: 10342 - PETERSON JUSTUS		
Fund: 111 - GENERAL		
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	178.00
Fund 111 - GENERAL Total:		178.00
Vendor 10342 - PETERSON JUSTUS Total:		178.00
Vendor: 10030 - PLATTE RIVER GLASS RODNEY L FLOTH		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	388.00
VEH MAINT-PD	VEHICLE MAINTENANCE	388.00
Fund 111 - GENERAL Total:		776.00
Vendor 10030 - PLATTE RIVER GLASS RODNEY L FLOTH Total:		776.00
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
INVEST SUPPL-POL	INVESTIGATIVE EXPENSES	34.17
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	96.90
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	119.37
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	119.37
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	189.73
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	706.04
INVEST SUPPL-POL	INVESTIGATIVE EXPENSES	37.99
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	66.93
INVEST SUPPL-POL	INVESTIGATIVE EXPENSES	31.32
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	63.89
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	179.99
DEPT SUPP CC	DEPARTMENT SUPPLIES	3.33
DEPT SUPP CC	DEPARTMENT SUPPLIES	63.23
DEPT SUPP ADM	DEPARTMENT SUPPLIES	45.88
Fund 111 - GENERAL Total:		1,758.14
Vendor 00266 - QUILL CORPORATION Total:		1,758.14
Vendor: 09895 - ROALKVAN DREW		
Fund: 111 - GENERAL		
SCHOOLS & CONF-POL	GASOLINE	67.41

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Description (Payable)	Account Name	Amount
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	127.00
Fund 111 - GENERAL Total:		194.41
Vendor 09895 - ROALKVAN DREW Total:		194.41
Vendor: 10235 - RUSSEL'S AUTOMOTIVE		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	150.05
Fund 111 - GENERAL Total:		150.05
Vendor 10235 - RUSSEL'S AUTOMOTIVE Total:		150.05
Vendor: 00637 - SARGENT IRRIGATION INC.		
Fund: 641 - WATER		
INSURANCE CLAIM REPAIR	INSURED REPAIRS/REPLACE	10,769.66
Fund 641 - WATER Total:		10,769.66
Vendor 00637 - SARGENT IRRIGATION INC. Total:		10,769.66
Vendor: 00734 - SCOTT WALTON		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	254.00
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	512.75
Fund 621 - ENVIRONMENTAL SERVICES Total:		766.75
Vendor 00734 - SCOTT WALTON Total:		766.75
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 212 - STREETS		
CUSTOM CAPS FOR EMPLOYE...	DEPARTMENT SUPPLIES	501.00
Fund 212 - STREETS Total:		501.00
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:		501.00
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 212 - STREETS		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,974.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,563.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	1,563.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	726.50
Fund 212 - STREETS Total:		5,827.00
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	470.80
Fund 641 - WATER Total:		470.80
Vendor 01031 - SIMON CONTRACTORS Total:		6,297.80
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	710.76
Fund 111 - GENERAL Total:		710.76
Vendor 00513 - SNELL SERVICES INC. Total:		710.76
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.		
Fund: 111 - GENERAL		
INVESTIGATIONS-POL	INVESTIGATIVE EXPENSES	25.00
Fund 111 - GENERAL Total:		25.00
Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:		25.00
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	1,542.00
Fund 641 - WATER Total:		1,542.00
Vendor 00054 - STATE HEALTH LAB Total:		1,542.00
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-POL	CONTRACTUAL SERVICES	630.00

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Description (Payable)	Account Name	Amount
CONTRACTUAL-POL	CONTRACTUAL SERVICES	525.00
Fund 111 - GENERAL Total:		1,155.00
Vendor 01235 - STATE OF NE. Total:		1,155.00
Vendor: 09879 - STERKEL JONATHAN W		
Fund: 215 - SPECIAL PROJECTS		
GRANT PROJECT	GRANT EXPENSE	5,850.00
Fund 215 - SPECIAL PROJECTS Total:		5,850.00
Fund: 511 - CAPITAL PROJECTS FUND		
TREE REMOVAL NEW OFFICE ...	STRUCTURES	1,725.00
Fund 511 - CAPITAL PROJECTS FUND Total:		1,725.00
Vendor 09879 - STERKEL JONATHAN W Total:		7,575.00
Vendor: 00325 - TEXAS PNEUDRAULIC INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	825.18
Fund 621 - ENVIRONMENTAL SERVICES Total:		825.18
Vendor 00325 - TEXAS PNEUDRAULIC INC Total:		825.18
Vendor: 01325 - THE PEAVEY CORP		
Fund: 111 - GENERAL		
INVESTIGATIONS-POL	INVESTIGATIVE EXPENSES	253.50
INVESTIGATIONS-POL	INVESTIGATIVE EXPENSES	32.75
INVEST SUPPL-POL	INVESTIGATIVE EXPENSES	28.64
Fund 111 - GENERAL Total:		314.89
Vendor 01325 - THE PEAVEY CORP Total:		314.89
Vendor: 10139 - TITAN MACHINERY, INC.		
Fund: 511 - CAPITAL PROJECTS FUND		
EQUIPMENT STUMP GRINDER...	EQUIPMENT	5,027.34
Fund 511 - CAPITAL PROJECTS FUND Total:		5,027.34
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIPMENT	EQUIPMENT	99,500.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		99,500.00
Fund: 631 - WASTEWATER		
EQUIPMENT	EQUIPMENT	99,500.00
Fund 631 - WASTEWATER Total:		99,500.00
Vendor 10139 - TITAN MACHINERY, INC. Total:		204,027.34
Vendor: 01337 - TWIN CITY ROOFING & SHEETMETAL, INC		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	761.20
Fund 111 - GENERAL Total:		761.20
Vendor 01337 - TWIN CITY ROOFING & SHEETMETAL, INC Total:		761.20
Vendor: 08828 - US BANK		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	42.67
Coll.	COLLECTIONS	132.61
SCHOOL & CONF K SPENCER	SCHOOL & CONFERENCE	40.50
Equip. Main.	EQUIPMENT MAINTENANCE	7.89
Equip. Main.	EQUIPMENT MAINTENANCE	299.95
POSTAGE-PD	POSTAGE	20.80
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	29.53
NOTARY BOND-PD	BONDING	32.50
SCHOOL & CONF PARK	SCHOOL & CONFERENCE	934.02
SCHOOL & CONF K SPENCER	SCHOOL & CONFERENCE	432.72
EMS INSTRUCTOR COURSE - ...	SCHOOL & CONFERENCE	250.00
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	138.00
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	69.00
DEPT SUPP ADM	DEPARTMENT SUPPLIES	57.94

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Description (Payable)	Account Name	Amount
GASOLINE TRAVEL TO FIRE OF...	GASOLINE	37.27
EQUIPMENT - BATTERIES FOR ...	DEPARTMENT SUPPLIES	399.98
Dep. Sup.	DEPARTMENT SUPPLIES	17.78
SCHOOL & CONF K SPENCER	SCHOOL & CONFERENCE	70.35
SCHOOL & CONF K SPENCER	SCHOOL & CONFERENCE	395.00
GASOLINE - TRAVEL TO OFFIC...	GASOLINE	31.89
HOTEL FIRE OFFICER CLASS - L...	SCHOOL & CONFERENCE	534.00
HOTEL FIRE OFFICER CLASS - S...	SCHOOL & CONFERENCE	534.00
GASOLINE FOR TRAVEL TO FIR...	GASOLINE	14.78
SUPPLIES FOR CITY HALL- TISS...	DEPARTMENT SUPPLIES	40.47
POSTAGE-POL	POSTAGE	30.00
INVEST SUPPL-POL	INVESTIGATIVE EXPENSES	16.99
NPZA WORKSHOP-DS	SCHOOL & CONFERENCE	100.00
STATION- FLAGS, UNIT 2- MIR...	DEPARTMENT SUPPLIES	86.30
Coll.	COLLECTIONS	161.27
Coll.	COLLECTIONS	14.00
NEWSPAPER SUBSCRIPTION-...	SUBSCRIPTIONS	36.83
ENGINE 1 - WINDOW CRANK ...	DEPARTMENT SUPPLIES	47.26
OFFICE - 2026 SHIFT CALEND...	DEPARTMENT SUPPLIES	131.28
SHOP SUPPLIES - SOCKETS, O...	DEPARTMENT SUPPLIES	159.45
Special Events-REC	SPECIAL EVENTS	318.00
Special Events-REC	SPECIAL EVENTS	318.00
VEH MAINT-POL	VEHICLE MAINTENANCE	119.00
DEPT SUPP P ARK	DEPARTMENT SUPPLIES	247.96
SHOP SUPPLIES - TIRE DEPTH ...	DEPARTMENT SUPPLIES	8.60
UNIFORMS-POL	UNIFORMS & CLOTHING	111.96
MEMBERSHIP-POL	MEMBERSHIPS	50.00
ENGINE 2 - HALOGEN BULBS ...	DEPARTMENT SUPPLIES	25.03
DEPT SUPP ADM	DEPARTMENT SUPPLIES	24.97
GASOLINE-POL	GASOLINE	43.00
GASOLINE-POL	GASOLINE	39.72
GASOLINE-POL	GASOLINE	11.51
GASOLINE-POL	GASOLINE	43.48
Prgmg.	PROGRAMMING	224.31
Prgmg.	PROGRAMMING	39.96
Dep. Sup.	DEPARTMENT SUPPLIES	154.33
Dep. Sup.	DEPARTMENT SUPPLIES	11.70
STATION SUPPLIES - LAUNDRY...	DEPARTMENT SUPPLIES	74.82
POSTAGE-POL	POSTAGE	12.16
Department Supplies-REC	DEPARTMENT SUPPLIES	36.99
Prgmg.	PROGRAMMING	229.15
DEPT SUPPLIES- KIM/CAMI	DEPARTMENT SUPPLIES	6.99
DEPT SUPPLIES- KIM/CAMI	DEPARTMENT SUPPLIES	34.99
PUBLICATIONS-POL	PUBLICATIONS	288.08
Dep. Sup.	DEPARTMENT SUPPLIES	43.67
SUPPLIES FOR CITY HALL-ADM	DEPARTMENT SUPPLIES	107.03
POSTAGE-POL	POSTAGE	22.75
DEPT SUPP HR	DEPARTMENT SUPPLIES	43.94
VEH MAINT-POL	VEHICLE MAINTENANCE	7.75
DEPT SUPPLIES-NAME PLATES	DEPARTMENT SUPPLIES	28.47
SCHOOL & CONF L KIZZIRE	SCHOOL & CONFERENCE	500.00
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	157.20
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	37.81
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	37.81
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	37.81
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	560.92
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	560.92
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	560.92
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	103.19
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	103.19

Expense Approval Report

Post Dates: 9/30/2025 - 11/3/2025

Description (Payable)	Account Name	Amount
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	38.99
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	41.91
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	37.61
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	37.61
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	786.01
Bis. Trvl.	BUSINESS TRAVEL	38.51
Bis. Trvl.	BUSINESS TRAVEL	270.00
Bis. Trvl.	BUSINESS TRAVEL	270.00
Bis. Trvl.	BUSINESS TRAVEL	270.00
UNIFORMS-POL	UNIFORMS & CLOTHING	98.98
SCHOOL & CONF K SPENCER	SCHOOL & CONFERENCE	45.50
Fund 111 - GENERAL Total:		12,670.24
Fund: 212 - STREETS		
MOTEL FOR LINCOLN TRAINI...	SCHOOL & CONFERENCE	150.70
GASOLINE FOR LINCOLN TRAI...	GASOLINE	45.50
SUPP - HEX BOLTS & WASHERS	DEPARTMENT SUPPLIES	45.61
REGISTRATION FEE FOR WATE...	SCHOOL & CONFERENCE	235.00
Fund 212 - STREETS Total:		476.81
Fund: 215 - SPECIAL PROJECTS		
GRANT	GRANT EXPENSE	384.97
Fund 215 - SPECIAL PROJECTS Total:		384.97
Fund: 216 - BUSINESS IMPROVEMENT		
DEPT SUPPLIES-NAME PLATES	DEPARTMENT SUPPLIES	47.45
Fund 216 - BUSINESS IMPROVEMENT Total:		47.45
Fund: 218 - PUBLIC SAFETY		
#6-CIP-ACCIDENT RECONSTR...	DEPARTMENT SUPPLIES	895.29
Fund 218 - PUBLIC SAFETY Total:		895.29
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIP MAINT	EQUIPMENT MAINTENANCE	100.58
EQUIP MAINT	EQUIPMENT MAINTENANCE	-100.58
Licenses & Permits-SAN	LICENSES/PERMITS	22.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		22.00
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	100.58
EQUIP MAINT	EQUIPMENT MAINTENANCE	-100.58
SCHOOLS & CONFERENCE	SCHOOL & CONFERENCE	1,800.00
Fund 631 - WASTEWATER Total:		1,800.00
Fund: 641 - WATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	42.79
SCHOOLS & CONFERENCE	SCHOOL & CONFERENCE	750.00
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	73.77
SCHOOLS & CONFERENCE	SCHOOL & CONFERENCE	725.00
Fund 641 - WATER Total:		1,591.56
Vendor 08828 - US BANK Total:		17,888.32
Vendor: 02378 - WESTERN SURETY COMPANY		
Fund: 111 - GENERAL		
BOND J MCKERRIGAN	BONDING	100.00
Fund 111 - GENERAL Total:		100.00
Vendor 02378 - WESTERN SURETY COMPANY Total:		100.00
Vendor: 08851 - WHITING SIGNS		
Fund: 215 - SPECIAL PROJECTS		
ARPA SOCCER PITCH	GRANT EXPENSE	950.00
Fund 215 - SPECIAL PROJECTS Total:		950.00
Vendor 08851 - WHITING SIGNS Total:		950.00
Grand Total:		458,327.13

Report Summary

Fund Summary

Fund	Expense Amount
111 - GENERAL	50,339.95
212 - STREETS	42,721.43
213 - CEMETERY	40.88
215 - SPECIAL PROJECTS	14,320.97
216 - BUSINESS IMPROVEMENT	47.45
218 - PUBLIC SAFETY	55,809.40
224 - ECONOMIC DEVELOPMENT	0.47
321 - CRA	3,999.31
511 - CAPITAL PROJECTS FUND	8,764.08
621 - ENVIRONMENTAL SERVICES	115,893.93
631 - WASTEWATER	134,742.88
641 - WATER	26,645.44
661 - STORMWATER	0.47
721 - GIS SERVICES	0.47
812 - HEALTH INSURANCE	5,000.00
Grand Total:	458,327.13

Account Summary

Account Number	Account Name	Expense Amount
111-52111-111	DEPARTMENT SUPPLIES	282.96
111-52111-112	DEPARTMENT SUPPLIES	50.93
111-52111-114	DEPARTMENT SUPPLIES	40.97
111-52111-115	DEPARTMENT SUPPLIES	158.65
111-52111-121	DEPARTMENT SUPPLIES	110.21
111-52111-141	DEPARTMENT SUPPLIES	1,168.89
111-52111-142	DEPARTMENT SUPPLIES	1,572.38
111-52111-151	DEPARTMENT SUPPLIES	227.48
111-52111-171	DEPARTMENT SUPPLIES	1,437.96
111-52111-172	DEPARTMENT SUPPLIES	36.99
111-52134-172	SPECIAL EVENTS	1,571.00
111-52163-142	INVESTIGATIVE EXPENSES	667.36
111-52181-142	UNIFORMS & CLOTHING	210.94
111-52211-142	PUBLICATIONS	288.08
111-52222-151	COLLECTIONS	407.82
111-52223-151	PROGRAMMING	493.42
111-52225-112	SUBSCRIPTIONS	36.83
111-52311-142	MEMBERSHIPS	50.00
111-52411-142	POSTAGE	85.71
111-52511-141	GASOLINE	83.94
111-52511-142	GASOLINE	205.12
111-53111-111	CONTRACTUAL SERVICES	980.00
111-53111-115	CONTRACTUAL SERVICES	39.99
111-53111-141	CONTRACTUAL SERVICES	700.00
111-53111-142	CONTRACTUAL SERVICES	8,262.68
111-53111-151	CONTRACTUAL SERVICES	1,405.81
111-53111-171	CONTRACTUAL SERVICES	675.00
111-53111-172	CONTRACTUAL SERVICES	1,000.00
111-53421-141	BUILDING MAINTENANCE	27.90
111-53421-142	BUILDING MAINTENANCE	27.90
111-53421-151	BUILDING MAINTENANCE	2,305.08
111-53441-111	EQUIPMENT MAINTENA...	331.58
111-53441-142	EQUIPMENT MAINTENA...	37.98
111-53441-151	EQUIPMENT MAINTENA...	307.84
111-53451-142	VEHICLE MAINTENANCE	1,367.17
111-53471-171	GROUNDS MAINTENAN...	1,356.36
111-53521-111	HEATING FUEL	212.00
111-53521-141	HEATING FUEL	70.67

Account Summary

Account Number	Account Name	Expense Amount
111-53521-142	HEATING FUEL	120.48
111-53521-151	HEATING FUEL	154.54
111-53521-171	HEATING FUEL	114.71
111-53521-172	HEATING FUEL	122.80
111-53561-111	PHONE & INTERNET	3.29
111-53561-112	PHONE & INTERNET	0.94
111-53561-114	PHONE & INTERNET	0.47
111-53561-115	PHONE & INTERNET	0.47
111-53561-121	PHONE & INTERNET	2.35
111-53561-141	PHONE & INTERNET	3.29
111-53561-142	PHONE & INTERNET	1,454.40
111-53561-151	PHONE & INTERNET	5.64
111-53561-171	PHONE & INTERNET	2.35
111-53561-172	PHONE & INTERNET	2.35
111-53571-141	CELLULAR PHONE	160.30
111-53571-171	CELLULAR PHONE	39.94
111-53711-111	SCHOOL & CONFERENCE	500.00
111-53711-114	SCHOOL & CONFERENCE	984.07
111-53711-121	SCHOOL & CONFERENCE	100.00
111-53711-141	SCHOOL & CONFERENCE	1,438.00
111-53711-142	SCHOOL & CONFERENCE	4,368.90
111-53711-171	SCHOOL & CONFERENCE	934.02
111-53721-151	BUSINESS TRAVEL	848.51
111-53811-113	BONDING	100.00
111-53811-142	BONDING	32.50
111-54311-111	STRUCTURES	10,550.03
212-52111-212	DEPARTMENT SUPPLIES	1,341.15
212-52181-212	UNIFORMS & CLOTHING	2,420.01
212-52511-212	GASOLINE	45.50
212-53421-212	BUILDING MAINTENANCE	137.99
212-53431-212	ELECTRICAL MAINTENA...	27,750.00
212-53441-212	EQUIPMENT MAINTENA...	15.99
212-53491-212	STREET MAINTENANCE	10,258.00
212-53521-212	HEATING FUEL	360.51
212-53561-212	PHONE & INTERNET	6.58
212-53711-212	SCHOOL & CONFERENCE	385.70
213-53561-213	PHONE & INTERNET	40.88
215-52931-111	INSURED REPAIRS/REPL...	7,136.00
215-54991-113	GRANT EXPENSE	950.00
215-54991-213	GRANT EXPENSE	6,234.97
216-52111-121	DEPARTMENT SUPPLIES	47.45
218-52111-141	DEPARTMENT SUPPLIES	12,527.60
218-52111-142	DEPARTMENT SUPPLIES	31,673.85
218-54411-141	EQUIPMENT	736.09
218-54411-142	EQUIPMENT	10,871.86
224-53561-113	PHONE & INTERNET	0.47
321-57222-111	TIF PASS THRU - INTERE...	3,999.31
511-54311-213	STRUCTURES	1,725.00
511-54411-171	EQUIPMENT	7,039.08
621-52111-621	DEPARTMENT SUPPLIES	4,808.11
621-52181-621	UNIFORMS & CLOTHING	1,082.05
621-53111-621	CONTRACTUAL SERVICES	1,050.00
621-53441-621	EQUIPMENT MAINTENA...	0.00
621-53451-621	VEHICLE MAINTENANCE	1,591.93
621-53521-621	HEATING FUEL	76.07
621-53561-621	PHONE & INTERNET	1.89
621-54411-621	EQUIPMENT	107,261.88
621-59211-621	LICENSES/PERMITS	22.00

Account Summary

Account Number	Account Name	Expense Amount
631-52111-631	DEPARTMENT SUPPLIES	5,217.90
631-52181-631	UNIFORMS & CLOTHING	729.97
631-53441-631	EQUIPMENT MAINTENA...	14,321.75
631-53531-631	ELECTRIC POWER	11,776.37
631-53561-631	PHONE & INTERNET	1.89
631-53711-631	SCHOOL & CONFERENCE	1,800.00
631-54411-631	EQUIPMENT	99,500.00
631-59211-631	LICENSE/PERMITS	1,395.00
641-52111-641	DEPARTMENT SUPPLIES	483.63
641-52117-641	SAMPLES	2,148.00
641-52181-641	UNIFORMS & CLOTHING	695.34
641-52311-641	MEMBERSHIPS	248.00
641-52411-641	POSTAGE	282.50
641-52931-641	INSURED REPAIRS/REPL...	10,769.66
641-53111-641	CONTRACTUAL SERVICES	1,006.21
641-53521-641	HEATING FUEL	199.20
641-53531-641	ELECTRIC POWER	7,956.01
641-53561-641	PHONE & INTERNET	1.89
641-53711-641	SCHOOL & CONFERENCE	1,475.00
641-59211-641	LICENSE/PERMITS	1,380.00
661-53561-661	PHONE & INTERNET	0.47
721-53561-721	PHONE & INTERNET	0.47
812-53111-112	CONTRACTUAL SERVICES	5,000.00
Grand Total:		458,327.13

Project Account Summary

Project Account Key	Expense Amount
None	438,435.38
11152134172	1,571.00
21552931111	7,136.00
21554991213	6,234.97
3123057222	3,999.31
5001054991	950.00
6002053561	0.47
Grand Total:	458,327.13

UTILITY REFUNDS 11-3-25

Account #	Contact	Service Address	Refund Amount
<u>010-2309-09</u>	JORDAN MECKLEM	2618 AVE E SCOTTSBLUFF NE 69361	3.04
<u>045-4576-02</u>	DEBORAH DEOLLOS	1710 12TH AVE SCOTTSBLUFF NE 69361	7.7
<u>005-4194-05</u>	KODIE HARIMON	2108 AVE C SCOTTSBLUFF NE 69361	33.27
3			\$44.01

City of Scottsbluff, Nebraska

Monday, November 3, 2025

Regular Meeting

Item 9.a

Council to discuss and consider action on the third reading of the Ordinance amending Chapter 25, Article 12, regarding Nonconforming Development.

Staff Contact: Zachary Glaubius

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE SCOTTSBLUFF MUNICIPAL CODE RELATING TO NONCONFORMING DEVELOPMENT AT CHAPTER 25, ARTICLE 12, BY AMENDING THE SECTIONS OF THE ARTICLE TO INCLUDE NONCONFORMING BUILDINGS, OFF-STREET PARKING FACILITIES, AND LOTS, AND UPDATE THE ARTICLE AS IT RELATES TO NONCONFORMING DEVELOPMENT, TO PROVIDE FOR AN EFFECTIVE DATE AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Chapter 25 of the Scottsbluff Municipal Code is now amended to provide as follows:

“ARTICLE 12: NONCONFORMING DEVELOPMENT

Section

- 25-12-1 Article; purpose**
- 25-12-2 Nonconforming lots; lots of record**
- 25-12-3 Nonconforming lots; reductions due to public acquisition**
- 25-12-4 Nonconforming structure or building; applicability**
- 25-12-5 Nonconforming structure or building; continuation**
- 25-12-6 Nonconforming structure or building; enlargements or additions**
- 25-12-7 Nonconforming structure or building; moving**
- 25-12-8 Nonconforming structure or building; repair**
- 25-12-9 Conversion of nonconforming building**
- 25-12-10 Manufactured homes; exception**
- 25-12-11 Nonconforming structure or building; floodway overlay zone**
- 25-12-12 Nonconforming uses; continuation**
- 25-12-13 Nonconforming uses; burden to show facts**
- 25-12-14 Nonconforming uses; extension; enlargement prohibited**
- 25-12-15 Nonconforming uses; abandonment**
- 25-12-16 Nonconforming uses; building condition; right to repair**
- 25-12-17 Nonconforming uses; damage to structure/building**
- 25-12-18 Floodplain overlay zones; uses**
- 25-12-19 Nonconforming uses; conditional use permit**

25-12-20 Nonconforming off-street parking facilities; applicability

25-12-21 Nonconforming off-street parking facilities; allowed; conditions

25-12-22 Nonconforming off-street parking facilities; special hazards; variances

§ 25-12-1 ARTICLE; PURPOSE.

The purposes of the nonconforming development regulations are:

- (A) To allow for reasonable use of legally created lots of record that do not meet current minimum requirements for their respective zoning districts.
- (B) To provide for reasonable use of legally constructed structures that do not meet current site development regulations for their respective zoning districts.
- (C) To allow for the reasonable continuation of legally established uses that do not meet current use regulations for their respective zoning districts.
- (D) To limit the continuation and provide for the gradual replacement of nonconforming uses.

(a) Nonconforming Lots

§ 25-12-2 NONCONFORMING LOTS; LOT OF RECORD

Nonconforming lots of record existing at the time of the adoption or amendment of this article, shall be exempt from the minimum lot area and lot width requirements of each zoning district. Such lots may be developed with any use allowed by the regulations of the district and must comply with all other site development regulations set forth by this chapter.

§ 25-12-3 NONCONFORMING LOTS; REDUCTIONS DUE TO PUBLIC ACQUISITION

If a portion of a legally existing lot in any district is acquired for public use, the remainder of this lot shall be considered a conforming lot.

(b) Nonconforming Structures and Buildings

§ 25-12-4 NONCONFORMING STRUCTURE OR BUILDING; APPLICABILITY

These regulations pertaining to nonconforming structures and buildings apply to buildings and structures that were constructed legally under regulations in effect on February 6, 2000.

§ 25-12-5 NONCONFORMING STRUCTURE OR BUILDING; CONTINUATION

A lawful nonconforming structure or building existing on the effective date of this section may be continued, repaired, maintained, or altered subject to the provisions of this article.

§ 25-12-6 NONCONFORMING STRUCTURE OR BUILDING; ENLARGEMENTS OR ADDITIONS

- (A) A lawful conforming structure or building may be added to or enlarged if the enlargement or addition, when considered independently of the existing building complies with all applicable setback, height, off-street parking, and impervious coverages.

(B) No permitted addition to a nonconforming structure may place a wall within ten (10) feet of a window of an adjacent pre-existing residential district.

(C) Nonconforming buildings shall be limited to one (1) addition or enlargement pursuant to these regulations.

§ 25-12-7 NONCONFORMING STRUCTURE OR BUILDING; MOVING

A lawful nonconforming building or structure shall not be moved in whole or in part to another location on its lot or tract unless every part of the structure conforms to all site development regulations applicable to its zoning district.

§ 25-12-8 NONCONFORMING BUILDING OR STRUCTURE; REPAIR

A lawful conforming building damaged by fire, explosion, storm, or other calamity, except flood damages, may be repaired and reconstructed provided there is no increase in the degree of nonconformity.

§ 25-12-9 CONVERSION OF CONFORMING BUILDING

A conforming building shall not be changed in any way that will result in a nonconforming development.

§ 25-12-10 MANUFACTURED HOMES; EXCEPTION

Manufactured homes shall comply with these provisions; provided, a manufactured home may be replaced at any time by a more recent manufactured home; provided, further, if the manufactured home is in a Floodplain Overlay Zone or Floodplain District, it shall comply with all of the provisions of Article 19 of this chapter, as amended, applicable to manufactured homes.

§ 25-12-11 NONCONFORMING STRUCTURE OR BUILDING; FLOODWAY OVERLAY ZONE

(A) No structure in a Floodplain Overlay Zone which, although lawful immediately prior to the enactment of Article 19 of this chapter, is not in conformity with all provisions of such Article 19 of this chapter as amended, may be enlarged or otherwise altered except in conformity with the requirements of such article as amended; provided, the ground floor area of any structure in existence on June 26, 1978, may be enlarged:

- (1) If the enlargement does not exceed 25% or 250 square feet, whichever is greater; and
- (2) If, in addition, the value of the structure after the enlargement does not exceed 150% of the value of the structure before the enlargement.

(c) Nonconforming Uses

§ 25-12-12 NONCONFORMING USES; CONTINUATION

(A) Any nonconforming use lawfully existing on February 6, 2000 of these regulations may continue, subject to the limitations of this Chapter.

(B) Whenever the use of a premises becomes nonconforming through a subsequent change in Chapter 21 or Chapter 25, such use may be continued.

§ 25-12-13 NONCONFORMING USES; BURDEN TO SHOW FACTS

The burden to show the facts necessary to establish the existence of a nonconforming uses, and of a right to continue the nonconforming use, shall be upon the person asserting that the lot, tract, building, or structure enjoys such status.

§ 25-12-14 NONCONFORMING USES; EXTENSION; ENLARGEMENT PROHIBITED

(A) A lawful nonconforming use may be extended throughout the same building if no structural alteration of such building is proposed or made for the purpose of such extension.

(B) A building or structure housing a lawful nonconforming use may not be added to or enlarged.

§ 25-12-15 NONCONFORMING USE; ABANDONMENT

(A) If any structure or property used as a lawful nonconforming use becomes vacant or unused for a continuous period of twelve (12) months, any subsequent use must conform to all use regulations applicable to the property's zoning district.

(B) If a structure housing a nonconforming use converts to a conforming use, it forfeits any further claim to nonconforming use rights.

§ 25-12-16 NONCORMING USES; BUILDING CONDITION; RIGHT TO REPAIR

(A) A building or structure whose use is nonconforming shall be kept in sound condition

(B) Repairs and maintenance of a structure occupied by a nonconforming use may be made, provided that no structural alterations are made other than those required by law.

§ 25-12-17 NONCONFORMING USES; DAMAGE TO STRUCTURE/BUILDING

Should a structure occupied by a lawful nonconforming use be damaged to the extent that the cost of restoration exceeds sixty percent (60%) of the replacement cost of the structure, the nonconforming use shall no longer be permitted.

§ 25-12-18 FLOODPLAIN OVERLAY ZONE; USES.

A use of any structure or building or other use of premises in a Floodplain Overlay Zone which existed and was lawful immediately prior to the enactment of Article 19 of this chapter, and which still existed on November 12, 1979, may be continued even if it was not, and is not, in conformity with all provisions of such article or amendments thereof; provided, no such use, if discontinued for a period of one year, may be re-established. Any use which does not conform to the provisions of Article 19 of this chapter or any amendment thereof may not be changed to another non-conforming use.

§ 25-12-19 NONCONFORMING USES; CONDITIONAL USE PERMIT

A lawful pre-existing use which would require a Conditional Use Permit in its zoning district shall be presumed to have the appropriate Permit and shall be considered a conforming use. The use shall be subject to the regulations governing lapses or revocation of Permits, set forth in Chapter 25 Article 13.

(d) Nonconforming Off-Street Parking Facilities

§ 25-12-20 NONCONFORMING OFF-STREET PARKING FACILITIES; APPLICABILITY

These regulations pertain to lots of record, which due to the built nature of the lot, cannot comply with number of required off-street parking stalls found in Article 5 of this chapter, and compliance with Article 5 cannot be achieved via a special permit for shared parking or parking exception.

§ 25-12-21 NONCONFORMING OFF-STREET PARKING FACILITIES; ALLOWED; CONDITIONS

(A) Nonconforming off-street parking facilities on lots of record may be permitted for principal permitted uses and conditional permit uses, provided one (1) or more of the following conditions below are met:

- (1) A building or structure built prior to February 6, 2000, exceeds 50% lot coverage;
- (2) The layout of the lot of record due to buildings or structures built prior to February 6, 2000, prevents compliance with the parking stall dimension and maneuvering width requirements of Article 5 of this chapter, and;
- (3) Compliance with Article 5 cannot be achieved via the provisions of § 25-5-2 and/or § 25-5-4, and;
- (4) The property owner of said lot of record mitigates special hazards and problems related to the parking of vehicles in the near vicinity.

§ 25-12-22 NONCONFORMING OFF-STREET PARKING FACILITIES; SPECIAL HAZARDS; VARIANCES

(A) In the event a lot of record with nonconforming off-street parking facilities causes special hazards or problems related to parking of vehicles in the near vicinity, the Development Services Director or designee shall notify the property owner via certified letter;

(B) The certified letter shall include notice of the special hazard, an order of abatement, and time specified to abate the special hazard;

(C) If abatement is not completed within specified time, and the property owner wants to continue the current use of the property, the property owner shall submit an appeal application to the Board of Adjustment. “

Section 2. All prior Sections in Chapter 25, Article 12 and all other ordinances and parts of ordinances in conflict with this Ordinance are repealed. Provided, however, this Ordinance shall

not be construed to affect any rights, liabilities, duties or causes of action, either criminal or civil, existing or actions pending at the time when this Ordinance becomes effective.

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

PASSED AND APPROVED on October __, 2025.

Betsy Vidlak, Mayor

ATTEST:

Kimberley Wright, City Clerk

APPROVED AS TO FORM:

City Attorney

City of Scottsbluff, Nebraska

Monday, November 3, 2025

Regular Meeting

Item 9.b

Council to discuss and consider action on the Third Amendment between the City of Scottsbluff and the Firefighters' Retirement Plan and Trust, and authorize the Mayor to sign the Amendment and Certificate of Resolution.

Staff Contact: Kevin E Spencer

THIRD AMENDMENT
CITY OF SCOTTSBLUFF
FIREFIGHTERS' RETIREMENT PLAN AND TRUST

The City of Scottsbluff Firefighters' Retirement Plan and Trust (the "Plan"), as originally established January 1, 1984, as amended and restated January 1, 2004, and as subsequently amended, is hereby further amended by the amendment of the Adoption Agreement of the Basic Municipal Employees Plan and Trust Agreement (the "Adoption Agreement"), to incorporate revisions to the Cities of the First Class Firefighters Retirement Act under 2025 Nebraska Legislative Bill 179, as follows:

I.

Section O(7) of the Adoption Agreement to the Plan is hereby amended and replaced in its entirety, as follows:

"Other: 1) single sum in-kind; and 2) one or more partial payments in an amount and frequency elected by the Participant."

II.

The foregoing amendments shall supersede the existing provisions of the Adoption Agreement to the extent those provisions are inconsistent with the provisions of this Third Amendment. The remaining terms and provisions of the Adoption Agreement are hereby confirmed and ratified in all respects except insofar as the foregoing provisions of this Third Amendment amend the same.

Dated this ____ day of _____, 2025.

CITY OF SCOTTSBLUFF, NEBRASKA

By: _____

Betsy Vidlak,	Mayor
Printed Name	Title

CERTIFICATE OF RESOLUTIONS No. 25-11-01
OF
THE CITY OF SCOTTSBLUFF, NEBRASKA

The undersigned hereby certifies that he/she is the Mayor of the City of Scottsbluff, Nebraska (the "City"), and that the following resolutions were duly adopted by the City Council on the ____ day of _____, 2025.

WHEREAS, the City maintains a retirement plan known as the City of Scottsbluff Firefighters' Retirement Plan and Trust (the "Plan"), for the benefit of its eligible firefighter employees, and, as the Sponsoring Employer of the Plan, has the authority to amend the provisions of the Plan under Section 9.1 of the Basic Municipal Employees Plan and Trust Agreement for the Plan; and

WHEREAS, the City has determined that the Plan should be amended to incorporate statutory revisions to the Cities of the First Class Firefighters Retirement Act under 2025 Nebraska Legislative Bill 179.

NOW, THEREFORE, it is:

RESOLVED, that the Plan shall be, and it hereby is, amended in the form set forth in the Third Amendment to the City of Scottsbluff Firefighters' Retirement Plan and Trust, and which is attached hereto and by this reference fully incorporated herein; and

RESOLVED FURTHER, that the Mayor and other appropriate officials and officers of the City of Scottsbluff shall be, and they hereby are, authorized to do any and all things, including the execution of the attached Third Amendment to the Plan, together with any other document or amendment which may be necessary or appropriate to effectuate the amendment of the Plan and any additional action as may be necessary or appropriate to continue the tax qualification of the Plan, as amended, under Sections 401(a) and 501(a) of the Internal Revenue Code of 1986 and the regulations promulgated thereunder.

Executed this ____ day of _____, 2025.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, November 3, 2025

Regular Meeting

Item 10.a

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 on Broadway between 17th and 19th Streets for the Very Merry Christmas Market on December 6th from 10:00 a.m. to 4:00 p.m.

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

License # _____ Licensee Name/Non-Profit Organization _____

Event location name: _____

Event address/location: _____

Event date(s): _____

Event start time(s): _____

Event end time(s): _____

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

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

Alternate dates/times: _____

Alternate location name/location: _____

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

Event contact name: _____ Event contact phone number: _____

Event contact Email: _____

*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, November 3, 2025

Regular Meeting

Item 11.a

Council to discuss and consider action on approving the purchase of three new John Deere wide area mowers, utilizing Sourcewell through 21st Century Equipment, in the amount of \$194,242.16.

Staff Contact: Matthew Carpenter

Agenda Statement

Item No.

For Meeting of: November 3, 2025

AGENDA TITLE: Council to consider awarding the bid for three new John Deere wide area mowers to 21st Century Equipment in the amount of \$194,242.16.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks & Recreation Department

PRESENTATION BY: Kevin Spencer, City Manager

SUMMARY EXPLANATION: A total of 3 bids were received for new wide area mowers. The Parks and Recreation Department is seeking approval to purchase three new wide area mowers. Three bids were received.

21 st Century Equipment (3 John Deere mowers)	\$194,242.16 (includes trade-ins)
LL Johnson (2 Toro mowers)	\$213,378.31
Turfwerks (2 Jacobsen mowers)	\$161,182.00

21st Century will take two mowers currently in our fleet as trade-in for a total of \$14,200 off of the price of the new mowers. They are the only vendor that will take the old mowers on trade.

BOARD/COMMISSION/STAFF RECOMMENDATION: Staff recommends that Council award the bid for 3 John Deere 1600 wide area mowers to 21st Century Equipment in the amount of \$194,242.16. Includes Sourcewell pricing and will allow the purchase of 3 mowers instead of two and remain under budget with the ability to trade-in two mowers.

Does this item require the expenditure of funds?

 X yes no

Are funds budgeted?

 X yes no

If no, comments:

Amount Budgeted	\$200,000
Department	Parks & Recreation Department
Account Description	Equipment

Approval of funds available _____
City Finance Director

EXHIBITS

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

Other (specify) Bid Proposals

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

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

21st Century Equipment, LLC
 3609 Bison
 Scottsbluff, NE 69361
 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

21st Century Equipment, LLC
 3609 Bison
 Scottsbluff, NE 69361
 308-632-4440
 scottsbluff@21stcenturyequip.com

Quote Summary

Prepared For:

CITY OF SCOTTSBLUFF PARK & REC DEPARTMENT
 1114 S BELTLINE HWY W
 SCOTTSBLUFF, NE 69361
 Business: 308-220-8811
 Mobile: 308-220-8811
 TSATUR@SCOTTSBLUFF.ORG

Delivering Dealer:

21st Century Equipment, LLC
 Greg Kawaguchi
 3609 Bison
 Scottsbluff, NE 69361
 Phone: 308-632-4440
 gkawaguchi@21stcenturyequip.com

Sourcewell Account #129818

Quote Id: 33469535

Created On: 24 September 2025

Last Modified On: 01 October 2025

Expiration Date: 24 October 2025

Equipment Summary

JOHN DEERE 1600 Turbo TerrainCut
 Commercial Wide-Area Mower with 2-
 Post Folding ROPS

Selling Price	Qty	Extended
\$ 69,480.72 X	3 =	\$ 208,442.16

Contract: Sourcewell Grounds Maint 112624-DAC (PG BT CG 76)

Price Effective Date: September 23, 2025

Equipment Total

\$ 208,442.16

Trade In Summary

2016 JOHN DEERE 1600 -
 1TC1600TVGF400103

PayOff

Total Trade Allowance

Qty	Each	Extended
1	\$ 9,200.00	\$ 9,200.00
		\$ 0.00
		\$ 9,200.00

2013 JOHN DEERE 1600 -
 1TC1600TJDT150145

PayOff

Total Trade Allowance

1	\$ 5,000.00	\$ 5,000.00
		\$ 0.00
		\$ 5,000.00

Trade In Total

\$ 14,200.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 208,442.16
Trade In	\$ (14,200.00)
SubTotal	\$ 194,242.16

Salesperson: X

Accepted By: X



JOHN DEERE



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

21st Century Equipment, LLC
3609 Bison
Scottsbluff, NE 69361
US

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

21st Century Equipment, LLC
3609 Bison
Scottsbluff, NE 69361
308-632-4440
scottsbluff@21stcenturyequip.com

Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 194,242.16
Balance Due	\$ 194,242.16

Salesperson: X

Accepted By: X

Confidential

Page 68 of 98

Selling Equipment

Quote Id: 33469535

Customer Name: CITY OF SCOTTSBLUFF PARK & REC DEPARTMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

21st Century Equipment, LLC
3609 Bison
Scottsbluff, NE 69361
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

21st Century Equipment, LLC
3609 Bison
Scottsbluff, NE 69361
308-632-4440
scottsbluff@21stcenturyequip.com

JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS

Contract: Sourcewell Grounds Maint
112624-DAC (PG BT CG
76)

Price Effective Date: September 23, 2025

Selling Price *
\$ 208,442.16

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0737TC	1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS	3	\$ 91,422.00	23.00	\$ 21,027.06	\$ 70,394.94	\$ 211,184.82
Standard Options - Per Unit							
001A	United States and Canada	3	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
183N	JDLINK™ Modem	3	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	US English w/ Spanish (Bi-Lingual) Operator's Manual	3	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
	Standard Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total							
			\$ 0.00			\$ 0.00	\$ 0.00
Additional Discounts							
	Multi-unit Discount	3			\$ 914.22	\$ -914.22	\$ -2,742.66
	Additional Discount Total				\$ 914.22	\$ -914.22	\$ -2,742.66
Total Selling Price			\$ 91,422.00		\$ 21,941.28	\$ 69,480.72	\$ 208,442.16

Trade-in

Quoteld: 33469535

Customer: CITY OF SCOTTSBLUFF PARK & REC DEPARTMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

21st Century Equipment, LLC

3609 Bison

Scottsbluff, NE 69361

US

**2016 JOHN DEERE 1600
SN# 1TC1600TVGF400103**

Machine Details

Description

2016 JOHN DEERE 1600

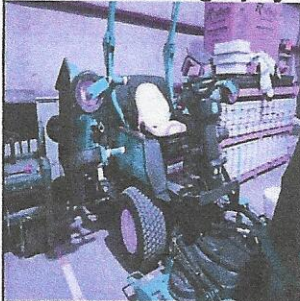
SN# 1TC1600TVGF400103

Net Trade Value

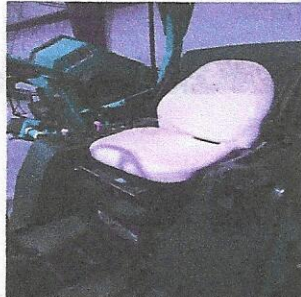
\$ 9,200.00

Your Trade In Description

Machine Photography



Machine Photography



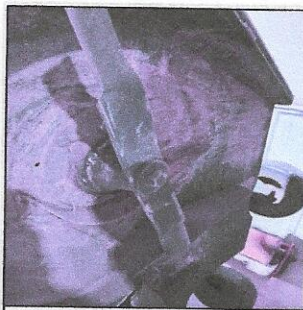
Machine Photography

Trade-in

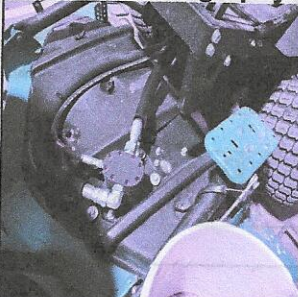
Quoteld: 33469535 **Customer:** CITY OF SCOTTSBLUFF PARK & REC DEPARTMENT

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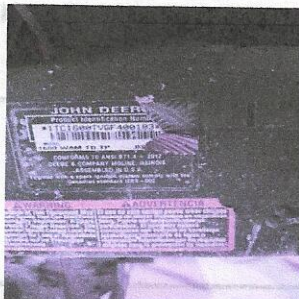
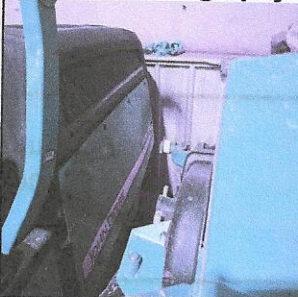
21st Century Equipment, LLC
3609 Bison
Scottsbluff, NE 69361
US



Machine Photography



Machine Photography



Machine Photography

Trade-in

Quoteld: 33469535

Customer: CITY OF SCOTTSBLUFF PARK & REC DEPARTMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

21st Century Equipment, LLC

3609 Bison

Scottsbluff, NE 69361

US

	
Additional Options	
Hour Meter Reading	2472
Total	\$ 9,200.00

Warranty Coverage

Warranty Type	Coverage Term	Expiration Date	Days Remaining
BASIC WARRANTY	BASIC 24M	26-May-2018	0

2013 JOHN DEERE 1600 SN# 1TC1600TJDT150145	
Machine Details	
Description 2013 JOHN DEERE 1600 SN# 1TC1600TJDT150145 Your Trade In Description	Net Trade Value \$ 5,000.00
Machine Photography	

Trade-in

Quoteld: 33469535

Customer: CITY OF SCOTTSBLUFF PARK & REC DEPARTMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

21st Century Equipment, LLC

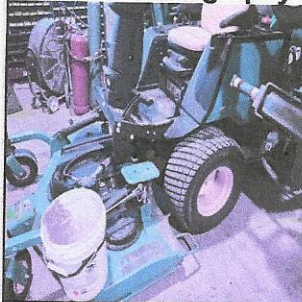
3609 Bison

Scottsbluff, NE 69361

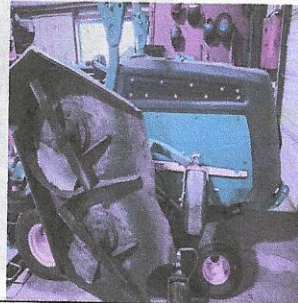
US



Machine Photography



Machine Photography



Machine Photography



Trade-in

Quoteld: 33469535

Customer: CITY OF SCOTTSBLUFF PARK & REC DEPARTMENT

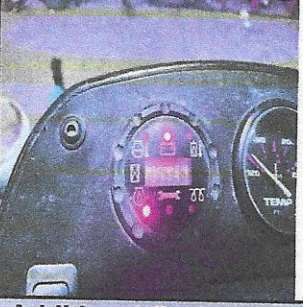
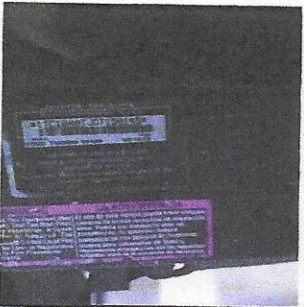
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

21st Century Equipment, LLC

3609 Bison

Scottsbluff, NE 69361

US

			
Machine Photography			
			
Additional Options			
Hour Meter Reading	3953		
Total	\$ 5,000.00		

Warranty Coverage

Warranty Type	Coverage Term	Expiration Date	Days Remaining
BASIC WARRANTY	BASIC 24M	21-Mar-2015	0

Customer:	City of Scottsbluff - Parks	Account #	160407	Ship #	1
Contact Name:	Trevor Satur	PO#		Net 30	
Quote Date:	9/29/2025				
Quote Expire:	12/28/2025				
	Sourcewell ID# 129818				

****As of 5/1/2025, Toro is adding a 5% Tariff Surcharge to all products****

Qty	Model Number	Description	Current 2025 MSRP	2025 Sourcewell
1	30609	Groundsmaster 4000-D (T4)	\$114,121.00	\$89,014.38
1	30422	Leaf Mulching Kit	\$2,139.00	\$1,668.42
8	93-5974	8 Inch Foam Filled Caster Wheel Assembly	\$1,986.88	\$1,549.77
1	108-1450	Atomic Blade Service Pack (7 Blades, 21.75 Inch)	\$287.67	\$224.38
1	30669	Universal Sunshade, White	\$977.00	\$762.06
		Sourcewell Service Fee		\$3,728.76
		5% Tariff Surcharge		\$4,660.95
		Sub Total		\$101,608.72
		2026 Est. Increase		\$5,080.44
		2026 TOTAL		\$106,689.16
	BUD-CAP	Budgetary allowance for increase *see note below*		

Qty	Model Number	Description	Current 2025 MSRP	2025 Sourcewell
1	30609	Groundsmaster 4000-D (T4)	\$114,121.00	\$89,014.38
1	30422	Leaf Mulching Kit	\$2,139.00	\$1,668.42
8	93-5974	8 Inch Foam Filled Caster Wheel Assembly	\$1,986.88	\$1,549.77
1	108-1450	Atomic Blade Service Pack (7 Blades, 21.75 Inch)	\$287.67	\$224.38
1	30669	Universal Sunshade, White	\$977.00	\$762.06
		Sourcewell Service Fee		\$3,728.76
		5% Tariff Surcharge		\$4,660.95
		Sub Total		\$101,608.72
		2026 Est. Increase		\$5,080.44
		2026 TOTAL		\$106,689.16
	BUD-CAP	Budgetary allowance for increase *see note below*		

2026 BUDGET TOTAL \$213,378.31

Due to the overwhelming demand and lead times all pricing has an Estimated 5% Budgetary Cap increase due to potential price increases through the expiration date of this quote. Government contract pricing will be updated at time of delivery. The Budget Total prices quoted are guaranteed through the expiration date of this quote, if the contracted price is above the quoted price at time of delivery, the lower, guaranteed quoted price will be invoiced.*

I am pleased to present our current pricing information for the Toro Commercial products that you are interested in. These prices are from our current pricing structure available to all of our tax supported accounts using the **Sourcewell (#112624-TTC)**. The Service Fee listed above covers freight, set-up and delivery charges. The **SOURCEWELL** Contract uses the same discount structure as OMNIA (#2023261) and GovMVMt (#C-2023-000000067)

- * All Toro equipment comes with a two year or 1,500 hour warranty
- * Please note that due to unexpected issues in our supply chain, we are experiencing extreme delays in select product categories.
- * If paying with a credit card, please add a 2% processing fee.

Please feel free to call me with any questions.

TO: City Of Scottsbluff Parks and Rec
ADDRESS: 1114 south beltline highway west
Scottsbluff, Ne

DATE: 9/24/2025
Trevor Satur
MOBILE: 308-220-8811
EMAIL: Tsatur@Scottsbluff.org

Authorized Signer & Title

Prices quoted are those in effect at the time of quotation. Pricing subject to change

SALESPERSON	PO	DELIVERY	PAYMENT TERMS
Joe Garcia			

QTY.	ITEM	DESCRIPTION	PRICE	EXTENDED
2	JMP653F	Jacobsen HR600, 65hp Kubota, 11' width of cut	\$120,788.00	\$241,576.00
2	LMAC684-C	Front cutting deck	Included	\$0.00
2	LMAC650-C	Side cutting deck set	Included	\$0.00
2	LMAC652-P	Pneumatic tires for wing decks	Included	\$0.00
2		Sourcewell Contract #112624-JCS - Discount 25%	-\$30,197.00	-\$60,394.00
				\$181,182.00
		In Stock		
2	JMP653F	Jacobsen HR600, 65hp Kubota, 11' width of cut	\$120,788.00	\$241,576.00
	LMAC684-C	Front cutting deck	Included	\$0.00
	LMAC650-C	Side cutting deck set	Included	\$0.00
	LMAC652-P	Pneumatic tires for wing decks	Included	\$0.00
2		Sourcewell Contract #112624-JCS - Discount 25%	-\$30,197.00	-\$60,394.00
2		Extra discount	-\$10,000.00	-\$20,000.00
				\$161,182.00
		Demo		
2	JMP653F	Jacobsen HR600, 65hp Kubota, 11' width of cut	\$120,788.00	\$241,576.00
	LMAC684-C	Front cutting deck	Included	\$0.00
	LMAC650-C	Side cutting deck set	Included	\$0.00
	LMAC652-P	Pneumatic tires for wing decks	Included	\$0.00
2		Sourcewell Contract #112624-JCS - Discount 25%	-\$30,197.00	-\$60,394.00
2		Extra discount	-\$13,000.00	-\$26,000.00
				\$155,182.00
	Notes:	Pricing guaranteed with signed order Pricing includes delivery and setup Sales tax not included		

SPECIAL NOTES:

*Normal 2 year Warranty on all machines

SUBTOTAL

TAX RATE

SALES TAX

TOTAL

0.00%

\$0.00

\$0.00

BY: Joseph Garcia

Joseph Garcia

To accept this quotation, sign here and return: _____ Date: _____

JACOBSEN
A Tenneco Company

Smithco

H
Husqvarna
Autonomous

YANMAR

FORCE
BY ARI

W WESSEX
INTERNATIONAL

PROGRESSIVE
TURF EQUIPMENT, INC.
The Better Built Choice

H HUSTLER

TURFCO

ABOVE PAR
TECH

City of Scottsbluff, Nebraska

Monday, November 3, 2025

Regular Meeting

Item 12.a

Council to discuss and consider action on the Apollo Integrated Library System Subscription Purchase Agreement.

Staff Contact: Kevin E Spencer

Apollo Integrated Library System Subscription Purchase Agreement

By clicking “I accept”, you execute this Subscription Purchase Agreement on behalf of your employer (“Customer”) and bind Customer to its terms. This Agreement is made by and between Customer and Biblionix, LLC, a Texas limited liability company with a principal place of business at 2025 Guadalupe Street, Suite 260, Austin, Texas 78705 and email address of info@biblionix.com (“Biblionix”).

1. Definitions.

The Apollo ILS/LSP — the cloud-based integrated library system and library services platform hosted by Biblionix that provides various services managing and manipulating Customer’s Data and, if Customer chooses to belong to a FlexShare Consortium, FlexShare Data, and including any Optional Items selected by Customer.

Customer’s Data — Other than FlexShare Data, all data and information that is stored or processed in or through The Apollo ILS/LSP by or on behalf of Customer or Customer’s Users, including but not limited to all bibliographic and other holding records related to Customer’s collections, Customer’s User Data, circulation records, and records regarding balances owed by Customer’s Users.

Customer’s Users — all users of Customer’s library other than FlexShare Users.

Customer’s User Data — any of Customer’s Data that identifies or could potentially identify any of Customer’s Users.

Data Delivery Date — the date upon which Customer agrees to deliver Customer’s Data to Biblionix per Section 3 below.

FlexShare Consortium — a group of libraries who choose to share certain data and information with each other through each library’s use of an Apollo cloud-based integrated library system and library services platform.

FlexShare Data — all data and information stored or processed in or through The Apollo ILS/LSP that was obtained from or through any FlexShare Library or FlexShare User or that is otherwise accessed by Customer, Customer’s Users, or FlexShare Users by virtue of Customer’s membership in a FlexShare Consortium.

FlexShare Library — each library other than Customer who is a member of the same FlexShare Consortium of which Customer is also a member.

FlexShare Users — all users of The Apollo ILS/LSP whose home library is a FlexShare Library.

FlexShare User Data — any data that identifies or could potentially identify a FlexShare User.

Launch Date and Time — the date and time upon which The Apollo ILS/LSP goes live and the first Subscription Period commences.

Optional Items — products provided by parties other than Biblionix that may be included with The Apollo ILS/LSP at the sole discretion of Customer.

Quote — the most recent valid price quote, or bid, provided by Biblionix to Customer in anticipation of entering into this Agreement.

Renewal Date — the first day of each Subscription Period.

Subscription — Customer’s subscription to The Apollo ILS/LSP, per the terms of this Agreement.

Subscription Period — each one-year period during which Customer maintains a Subscription.

Apollo Integrated Library System Subscription Purchase Agreement

Supporting Material — all documentation regarding The Apollo ILS/LSP that may be provided to Customer by Biblionix, including but not limited to instructional materials.

2. Subscription Services; Supporting Material.

- a. Subject to the terms of this Agreement and during the Subscription Periods, Biblionix shall provide Customer with access to and use of The Apollo ILS/LSP, including Customer's Data and, if Customer chooses to belong to a FlexShare Consortium, FlexShare Data, as maintained and accessed through the Apollo ILS/LSP; any standard upgrades/updates to The Apollo ILS/LSP; and reasonable amounts and levels of customer support and customer service.
- b. Although Biblionix has no obligation to monitor use of The Apollo ILS/LSP by Customer or Customer's Users, Biblionix may do so and may prohibit any use of The Apollo ILS/LSP it believes to be in violation of the terms of this Agreement.
- c. Customer may reproduce, publicly distribute, and publicly display Supporting Material, in any format or medium, only for the purpose of assisting Customer's Users, employees, and volunteers in using The Apollo ILS/LSP and may modify or alter Supporting Materials as reasonably necessary to engage in such activities.

3. Data Delivery Date; Launch Date and Time; Migration of Customer's Data. This Section 3 does not apply for Customers who have gone live with The Apollo ILS/LSP containing Customer's Data prior to execution of this Agreement. Nor does it apply to customers who are automating their collection for the first time and thus have no migration.

- a. The parties shall work together to mutually agree upon a Data Delivery Date and a Launch Date and Time, which shall be documented in writing.
- b. Customer shall provide Biblionix with a current copy of Customer's Data (or a method for retrieving the data) no later than the Data Delivery Date, in the format and by the method specified by Biblionix. Doing so may require Customer to use third-party applications not owned or controlled by Biblionix; in such cases, Biblionix cannot and does not offer any guarantee regarding the performance of such applications or the security of Customer's Data as used with or by such applications.
- c. Should Customer fail to meet the Data Delivery Date, Biblionix reserves the right to require a new Launch Date and Time to be agreed upon by the parties in writing.
- d. Biblionix shall import Customer's Data into The Apollo ILS/LSP and shall notify Customer when The Apollo ILS/LSP containing Customer's Data is available. It is Biblionix's intent to complete these actions no later than the Launch Date and Time. However, Customer understands and accepts that unforeseen circumstances may arise that would prevent Biblionix from meeting the Launch Date and Time and agrees not to hold Biblionix liable for any such delay. In such case, Biblionix shall immediately notify Customer and shall make The Apollo ILS/LSP containing Customer's Data available as soon as reasonably possible.
- e. Customer acknowledges and agrees that Biblionix's ability to provide The Apollo ILS/LSP necessarily depends upon the accuracy, completeness, and quality of Customer's Data as provided to Biblionix and Biblionix's receipt of the same.

Apollo Integrated Library System Subscription Purchase Agreement

4. Maintenance of Customer's Data.

- a. During the Subscription Periods, Biblionix shall automatically save and store all modifications to Customer's Data made by Customer and Customer's Users through The Apollo ILS/LSP.
- b. Biblionix reserves the right to, at any time and without prior notification to Customer, remove from already uploaded or imported Customer's Data, or refuse to import, any Customer's Data containing personally identifying information that Biblionix, in its sole discretion, deems particularly vulnerable to misuse and unnecessary for the functioning of The Apollo ILS/LSP, including but not limited to credit card numbers and social security numbers.
- c. Biblionix shall create back-up copies of Customer's Data in a manner that adheres to or exceeds industry security standards, including encryption of all Customer's Data.
- d. At any time during the Subscription Periods, Customer may download Customer's Data through The Apollo ILS/LSP into a secure, compressed file, at no additional charge to Customer.

5. Fees.

- a. Section 5.a does not apply for Customers who have gone live with The Apollo ILS/LSP containing Customer's Data prior to execution of this Agreement.
 - i. It is Customer's sole responsibility to ensure the validity of any quote upon which Customer wishes to rely in entering into this Subscription Purchase Agreement. Biblionix will, upon Customer's request, at any time provide Customer with a valid Quote.
 - ii. Other than fees for Optional Items owned by third parties, the Quote states Customer's total fees for each Subscription Period until the later of (1) three years after the Launch Date and Time or (2) Biblionix notifies Customer in writing that fees will increase.
- b. Other than fees for Optional Items owned by third parties, fees shall not increase more frequently than once every three (3) years.
- c. Biblionix shall provide Customer with written notice of any increase in any fees no less than sixty (60) days prior to the next Renewal Date.

6. Payment.

- a. Biblionix shall invoice Customer for the total amount due for the first Subscription Period within fourteen (14) days of the Launch Date and Time.
- b. For each subsequent Subscription Period, Biblionix shall invoice Customer during or about the third week of the month preceding the Renewal Date.
- c. Customer shall pay Biblionix the full amount invoiced no later than thirty (30) days from the date of the invoice. Payments that are received by Biblionix more than sixty (60) days past the due date shall be subject to a penalty fee equal to the lesser of 18% per annum or the maximum rate allowed by law.
- d. If payment is not made within sixty (60) days of the due date, Biblionix may, at its sole discretion, (i) suspend Customer's access to and use of The Apollo ILS/LSP or certain

Apollo Integrated Library System Subscription Purchase Agreement

features thereof until payment has been received in full or (ii) immediately terminate this Agreement. In case of such suspension or termination, Customer shall remain liable for all outstanding fees, including penalties.

7. Subscriptions to Optional Items.

- a. Customer may subscribe to Optional Items at any time. Subscription periods of Optional Items shall correspond to the applicable Subscription Period. If Customer subscribes to an Optional Item after a Subscription Period has commenced, the fee for that item shall be pro-rated accordingly.
- b. Customer may terminate Optional Items at any time without terminating its Subscription. Unless the third-party owner of a terminated Optional Item does not provide for refunds, Biblionix shall timely refund to Customer fees already paid for the terminated Optional Item(s) in a pro-rated amount equivalent to the days remaining in the Subscription Period.

8. Subscription Period; Renewal.

- a. The first Subscription Period shall begin on the Launch Date and Time and, unless this Agreement is terminated by either party as provided herein, shall automatically renew for successive one-year Subscription Periods unless and until Customer notifies Biblionix in writing of its intent to not renew at least seven (7) days prior to the next Renewal Date.
- b. For the sake of clarity, if a Trial Subscription Agreement between Customer and Biblionix is in effect as of the execution of this Agreement, those terms shall continue to govern Customer's use of the trial subscription until terminated under the terms of that agreement.

9. Term and Termination.

- a. Customer may terminate this Agreement at any time, for any or no reason, by providing a minimum of seven (7) days' written notice to Biblionix.
- b. Biblionix may terminate this Agreement under Section 6.d above or at any time, for any or no reason, by providing Customer with 120 days' written notice.

10. Effect of Termination. Upon termination of this Agreement by either party for any reason, including for lack of payment under Section 6.d above, unless the parties agree in writing otherwise:

- a. As of the effective date of the termination, Customer shall no longer have access to or the right to use The Apollo ILS/LSP.
- b. Biblionix shall timely refund to Customer fees already paid in a pro-rated amount equivalent to the number of days remaining in the Subscription Period, except for fees paid for Optional Items for which third-party owners do not provide refunds for early termination.
- c. If Customer owes any outstanding debt to Biblionix for services provided up to the effective date of termination, Customer shall remain liable to Biblionix for the outstanding amount and any associated penalties and other fees.
- d. Unless otherwise instructed by Customer, Biblionix shall timely delete or otherwise destroy all Customer's Data in its possession or under its control.

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- 11. Intellectual Property Ownership and Usage.** Customer acknowledges and agrees that:
- a. Biblionix and/or its licensors own all legal rights and interests, including but not limited to patent rights and copyrights, in and to The Apollo ILS/LSP (including the Optional Items) and the Supporting Material.
 - b. Biblionix is the sole owner of the trademarks and tradenames APOLLO, ARTEMIS, BIBLIONIX, FLEXSHARE, GABBIE, POWER TO PUBLICS, VERSACARD, VERSACAT, and RESERVE EXPRESS.
 - c. Unless Customer has obtained prior written agreement from Biblionix, Customer may use the Biblionix trademarks and tradenames only in a nominative manner to refer to the goods and services provided by Biblionix under those trademarks and tradenames.
- 12. Additional Customer Responsibilities.** Customer acknowledges and agrees that it is solely responsible for:
- a. Providing Biblionix with complete and accurate Customer's Data and, upon request, with corrected or updated copies of Customer's Data sufficient for Biblionix to correct, repair, or replace any Customer's Data that is incorrect or that becomes damaged, lost, or destroyed.
 - b. Providing, maintaining, and ensuring the security of all technology, equipment, hardware, software, and third-party services (such as Internet access) not under the control of Biblionix that are required for use of The Apollo ILS/LSP by Customer and Customer's Users.
 - c. Maintaining the security of all passwords employed in conjunction with the use of The Apollo ILS/LSP by Customer, Customer's Users, or FlexShare Users.
 - d. Any activities that occur through the use of such passwords.
- 13. Use and Security of Data.**
- a. **Collecting Data.**
 - i. Biblionix shall not, in connection with use of The Apollo ILS/LSP by Customer or Customer's Users, directly collect any data about any individual other than as contained in Customer's User Data, including any updates, additions, or other modifications made directly by Customer and Customer's Users.
 - ii. Biblionix shall not, in connection with use of The Apollo ILS/LSP by any FlexShare Library or FlexShare Users, directly collect any data about any individual other than as contained in FlexShare User Data, including any updates, additions, or other modifications made directly by a FlexShare Library or FlexShare Users.
 - b. **Use and Sharing of User Data.**
 - i. If Customer has chosen to join a FlexShare Consortium, Biblionix may disclose and use Customer's Data and Customer's User Data to the extent necessary to facilitate and provide the FlexShare Consortium as directed by Customer.
 - ii. Biblionix may use Customer's User Data and FlexShare User Data to create and share aggregate statistics across multiple libraries. In such cases, Biblionix shall, at the minimum, abide by generally accepted industry standards in protecting such data.
 - iii. Biblionix shall not otherwise use or disclose, or allow anyone else to access, use, or

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disclose, Customer's User Data or FlexShare User Data in any way other than as necessary to facilitate and provide the Apollo ILS/LSP.

- iv. Notwithstanding the foregoing, Biblionix may disclose Customer's User Data and FlexShare User Data as required by applicable law or by proper legal or governmental authority. Biblionix shall give Customer prompt notice of any such legal or governmental demand and shall reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

c. Data Security.

- i. Biblionix shall store Customer's User Data and FlexShare User Data only on physical servers which are exclusively dedicated to Biblionix and not shared with any other party, and on physical backup media in the possession of Biblionix.
- ii. Biblionix shall, at the minimum, abide by generally accepted industry standards in protecting Customer's User Data and FlexShare User Data, including but not limited to encrypting all Customer's User Data and FlexShare User Data, both in storage and in transit, and exercising commercially reasonable efforts to prevent unauthorized exposure or disclosure of Customer's User Data and FlexShare User Data.
- iii. Notwithstanding the foregoing, Customer understands and acknowledges that Biblionix cannot guarantee the absolute security of Customer's User Data, FlexShare User Data, or any other Customer's Data or FlexShare Data.

- d. Data Collected by Optional Items.** Customer acknowledges and understands that Optional Items are owned and controlled, either in part or in whole, by parties other than Biblionix and that Biblionix has no control over the collection or processing of Customer's Data or FlexShare Data by or through those Optional Items. Biblionix strongly encourages Customer to investigate the privacy policies of Optional Items before selecting them for inclusion in The Apollo ILS/LSP.

- e. Biblionix User Privacy Policy.** Customer acknowledges that it has read and understands the Biblionix User Privacy Policy or will do so in a timely manner and agrees to direct Customer's Users and FlexShare Users to such policy as appropriate. The Privacy Policy can be accessed in The Apollo ILS/LSP via the public catalog and the Help pop-up; and also can be found here: [Biblionix User Privacy Policy](#)

- f. Customer Privacy Policy.** If Customer has not already done so, Biblionix strongly encourages Customer to develop and implement strong privacy policies and practices protecting the privacy of Customer's Users and FlexShare Users and abiding by standards set by the [American Library Association](#) and the [Children's Online Privacy Protection Act](#).

- g. Customer's User Data About Children Under the Age of 13.** Biblionix encourages Customer to abide by the [Children's Online Privacy Protection Act](#) even if not required to do so, including the following:

- i. Ensure that Customer's User Data and FlexShare User Data about children under the age of 13 is obtained only with the prior knowledge and consent of a parent or authorized guardian.
- ii. Allow the parent or authorized guardian of a child under the age of 13 the ability to access, modify, or delete records containing Customer's User Data or FlexShare User

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Data about such child.

- iii. Upon the request of a parent or authorized guardian of a child under the age of 13, modify or delete Customer's User Data or FlexShare User Data about the child.

14. Biblionix Representations and Warranties. Biblionix represents and warrants that it:

- a. Possesses the legal rights and authority necessary to enter into this Agreement;
- b. Will exercise commercially reasonable efforts and follow industry standards in providing access to and use of The Apollo ILS/LSP on a continuous, 24/7 basis, except for scheduled maintenance; ensuring that The Apollo ILS/LSP is free of viruses and other harmful software; maintaining The Apollo ILS/LSP; promptly correcting any failure of The Apollo ILS/LSP; and providing support services; and
- c. Will abide by, at the minimum, generally accepted industry standards in protecting Customer's Data and FlexShare Data, including but not limited to encrypting all such data, both in storage and in transit, and exercising commercially reasonable efforts to prevent unauthorized exposure or disclosure of Customer's Data and FlexShare Data.

15. Third-Party Goods and Services; Disclaimer.

- a. Optional Items are owned and controlled, either in part or in whole, by parties other than Biblionix.
- b. Biblionix may provide Customer with information about other goods and/or services owned by third parties in which Biblionix thinks Customer may be interested. Biblionix does so purely for Customers' convenience, and these actions should not be construed as recommendations, endorsements, or approval of such goods or services.
- c. CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING BIBLIONIX'S REPRESENTATIONS AND WARRANTIES IN SECTION 14 ABOVE, BIBLIONIX HAS NO CONTROL OVER THE OPTIONAL ITEMS THEMSELVES OR ANY OTHER THIRD-PARTY GOODS OR SERVICES, WHETHER OR NOT INTEGRATED INTO THE APOLLO ILS/LSP, AND CANNOT AND DOES NOT OFFER ANY GUARANTEE REGARDING THEIR APPLICABILITY TO CUSTOMER'S NEEDS, THEIR PERFORMANCE, OR ANY OTHER ASPECT OF SUCH GOODS AND SERVICES.

16. Customer Representations and Warranties. Customer represents and warrants that it:

- a. Possesses the legal rights and authority necessary to enter into this Agreement;
- b. Will abide by the terms of all agreements required by the licensors of all Optional Items selected by Customer.
- c. Will provide the same level of protection and security to FlexShare Data and FlexShare User Data that it provides to Customer's Data and Customer's User Data.
- d. Will not engage in, or assist others in engaging in:
 - i. any action that infringes the rights of Biblionix or its licensors in The Apollo ILS/LSP or the Supporting Material, including but not limited to copying, modifying, creating derivatives of, or distributing the same to the public, other than as allowed by this

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Agreement;

- ii. reverse engineering or in any way attempting to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms of The Apollo ILS/LSP;
- iii. using any device, software, or routine that interferes with or attempts to interfere with the proper working of The Apollo ILS/LSP; or
- iv. doing anything that could disable, overburden, or impair the proper functioning of The Apollo ILS/LSP.

17. **Controlling Agreement.** In the case of any conflict between the terms of this Agreement and any statement in a Quote, the terms of this Agreement shall be deemed to control.

18. **DISCLAIMERS; LIMITATION ON LIABILITY.**

- a. ALTHOUGH BIBLIONIX DOES NOT ANTICIPATE THAT CUSTOMER WILL ENCOUNTER ANY PROBLEMS USING THE APOLLO ILS/LSP, BIBLIONIX MAKES NO SPECIFIC PROMISES OR WARRANTIES, EITHER IMPLIED OR EXPRESS, REGARDING THE APOLLO ILS/LSP, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- b. BIBLIONIX'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER DURING THE CALENDAR YEAR IN WHICH THE EVENT GIVING RISE TO LIABILITY OCCURS. APPLICATION OF THIS LIMITATION EXPRESSLY INCLUDES (I) LIABILITY FOR NEGLIGENCE; (II) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (III) EVEN IF BIBLIONIX IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (IV) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL BIBLIONIX BE OTHERWISE LIABLE TO CUSTOMER OR ANY OF CUSTOMER'S USERS FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- c. UNDER NO CIRCUMSTANCES SHALL BIBLIONIX BE LIABLE TO CUSTOMER, ANY OF CUSTOMER'S USERS, OR ANY FLEXSHARE USER FOR ANY FAILURE, DELAY, OR INTERRUPTION OF THE APOLLO ILS/LSP, OR ANY OTHER DISRUPTION IN THE ABILITY OF CUSTOMER, CUSTOMER'S USERS, A FLEXSHARE LIBRARY, OR FLEXSHARE USERS TO USE THE APOLLO ILS/LSP, THAT RESULT FROM A CAUSE BEYOND THE REASONABLE CONTROL OF BIBLIONIX.

19. **Notices and Required Writings.** All notices, agreements, and documentations required to be in writing under the terms of this Agreement shall be provided by email, U.S.P.S. Return Receipt Requested, or any private courier service with signature required to Biblionix at the address

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provided above and to Customer at the address it provides to Biblionix upon entering into this Agreement, or to any other address agreed upon by the parties. Email shall be deemed to have been received upon the recipient's acknowledgement of receipt.

20. **Force Majeure.** Neither party shall be considered in breach of this Agreement or in any way liable to the other party should it reasonably be prevented by an event that is beyond the reasonable control of either party from complying with any of its responsibilities or obligations under this Agreement, other than payment.
21. **Assignment.** Biblionix may assign or subcontract this Agreement in whole or in part; in such case, Biblionix shall provide written notice to Customer in a timely manner. Customer shall not assign this Agreement or any rights under it without Biblionix's prior written consent.
22. **Miscellanea.**
 - a. This Agreement constitutes the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or proposals of the parties relating to the matter of this Agreement.
 - b. Any provision of this Agreement that may be deemed invalid or unenforceable shall in no way invalidate or render unenforceable the remainder of this Agreement, which shall remain in full force and effect.
 - c. The failure or delay of a party at any time to enforce performance of this Agreement shall not be construed as a waiver of the right of such party to enforce performance of this Agreement at any subsequent time.
 - d. No amendment to or waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties.
 - e. For purposes of this Agreement, the singular shall include the plural and vice versa.
 - f. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

City of Scottsbluff, Nebraska

Monday, November 3, 2025

Regular Meeting

Item 12.b

Council to discuss and consider action on the sale of city-owned property located at 1502 21st Avenue, Scottsbluff, NE.

Staff Contact: Kevin E Spencer

City of Scottsbluff, Nebraska

Monday, November 3, 2025

Regular Meeting

Item 12.c

Council to discuss and consider the Listing Agreement with Haun Nelson Real Estate, LLC to sell city-owned property located at 1502 21st Avenue, and authorize the Mayor to execute the Agreement.

Staff Contact: Kevin E Spencer

Agency Disclosure Information for Buyers and Sellers

Company Haun Nelson Real Estate, LLC Agent Name Holli Nelson

Nebraska law requires all real estate licensees provide this information outlining the types of real estate services being **offered**.
For additional information on Agency Disclosure and more go to: <http://www.nrec.ne.gov/consumer-info/index.html>

The agency relationship offered is (initial one of the boxes below, all parties initial if applicable):

_____ Limited Seller's Agent • Works for the seller • Shall not disclose any confidential information about the seller unless required by law • May be required to disclose to a buyer otherwise undisclosed adverse material facts about the property • Must present all written offers to and from the seller in a timely manner • Must exercise reasonable skill and care for the seller and promote the seller's interests <u>A written agreement is required to create a seller's agency relationship</u>	_____ Limited Buyer's Agent • Works for the buyer • Shall not disclose any confidential information about the buyer unless required by law • May be required to disclose to a seller adverse material facts including facts related to buyer's ability to financially perform the transaction • Must present all written offers to and from the buyer in a timely manner • Must exercise reasonable skill and care for the buyer and promote the buyer's interests <u>A written agreement is not required to create a buyer's agency relationship</u>
_____ Limited Dual Agent • Works for both the buyer and seller • May not disclose to seller that buyer is willing to pay more than the price offered • May not disclose to buyer that seller is willing to accept less than the asking price • May not disclose the motivating factors of any client • Must exercise reasonable skill and care for both buyer and seller <u>A written disclosure and consent to dual agency required for all parties to the transaction</u>	_____ Customer Only (list of services provided to a customer, if any, on reverse side) • Agent does not work for you, agent works for another party or potential party to the transaction as: ☐ Limited Buyer's Agent ☐ Limited Seller's Agent ☐ Common Law Agent (attach addendum) • Agent may disclose confidential information that you provide agent to his or her client • Agent must disclose otherwise undisclosed adverse material facts: - about a property to you as a buyer/customer - about buyer's ability to financially perform the transaction to you as a seller/customer • Agent may not make substantial misrepresentations
_____ Common Law Agent for ☐ Buyer ☐ Seller (complete and attach Common Law Agency addendum)	

THIS IS NOT A CONTRACT AND DOES NOT CREATE ANY FINANCIAL OBLIGATIONS. By signing below, I acknowledge that I have received the information contained in this agency disclosure and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

Acknowledgement of Disclosure (Including Information on back of form)

_____ (Client or Customer Signature)	_____ (Date)	_____ (Client or Customer Signature)	_____ (Date)
_____ (Print Client or Customer Name)		_____ (Print Client or Customer Name)	

Contact Information:

1. Agent(s) name(s) and phone number(s):

Only the agent(s) named in #1 (above) is offering to represent you as your agent. Other licensees of the same brokerage or members of the same team may work for another party to the transaction and should NOT be assumed to be your agent. _____Init _____Init (This paragraph is not applicable if the proposed agency relationship is a customer only or the brokerage does not practice designated agency.)

2. Team name, Team Leader name and phone number (only if applicable):

3. Managing Broker(s) name(s) and phone number(s) (only if applicable):

4. Designated Broker name, name designated broker does business under (if different), and
phone number: Jan Haun 631.2076

Haun Nelson Real Estate, LLC 633.3333

3011 Avenue B Scottsbluff, Ne 69361

(Optional) Indicate types of brokerage relationships offered:

(Optional, see instructions) Tasks brokerage may perform for an unrepresented customer:

Client or Customer name(s): _____,



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



COMMERCIAL EXCLUSIVE LISTING AGREEMENT RIGHT TO SELL, EXCHANGE OR LEASE

City of Scottsbluff (Seller)
 appoint(s) Haun Nelson Real Estate, LLC (REALTOR®) as Seller's exclusive agent for the purposes and under the terms set forth below, with my specified limited Seller's Agent to be Holli Nelson. Seller also appoints _____ as limited Seller's Agents and such other affiliated licensees of REALTOR® as may be assigned by REALTOR®, in writing, if needed, as Seller's exclusive, limited Seller's Agents. The Agents named in this paragraph and the Seller's Agents who may be appointed by the Broker for REALTOR® are collectively referred to in this Listing Agreement as Seller's Agents or Agents. The term Seller's Agents as used herein also means Landlord's Agents when leasing.

1. Purpose of Agency. The purpose of this sole and exclusive right to sell, exchange or lease agency contract (Listing) is to engage the efforts of REALTOR® to accomplish the SALE, EXCHANGE OR LEASE of the real property legally described as (please print clearly):
TRACTS A & C WIEDEMAN SUB REPLAT TR 1 WILDY & LANA IND. TRACTS also known as
1502 21St. Avenue Scottbluff, Ne 69361 (Property).
 (Street Address) (City) (State) (Zip)

2. Effect of this Listing. By appointing REALTOR® as Seller's exclusive agent, Seller agrees to conduct all negotiations for the sale, exchange or lease of the Property through REALTOR® and refer to REALTOR® all inquiries as received in any form from any source during the term of this Agreement.

3. Duties and Obligations of an Seller's Agent. An agent representing an Seller as an Seller's Agent shall be a limited agent with the following duties and obligations:

- (a) To perform the terms of any written agreement made with the client;
- (b) To exercise reasonable skill and care for the client;
- (c) To promote the interest of Seller with the utmost good faith, loyalty and fidelity including:
 - (i) Seeking the price and terms which are acceptable to Seller except that REALTOR® shall not be obligated to seek additional offers to purchase/lease the Property while the Property is subject to a contract for sale/lease or a letter of intent to lease.
 - (ii) Presenting all written offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for sale or lease or letter of intent to lease;
 - (iii) Disclosing in writing to Seller all adverse material facts actually known by REALTOR®; and
 - (iv) Advising Seller to obtain expert advice as to material matters of that which Agent knows but the specifics of which are beyond the expertise of Agent;
- (d) To account in a timely manner for all money and property received.
- (e) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

4. Duties and Obligations of Buyer, Exchangor or Tenant's Agent. An agent representing a Buyer, Exchangor or Tenant as Buyer, Exchangor or Tenant's Agent shall be a limited agent with the following duties and obligations:

- (a) To perform the terms of any written agreement made with the client;
- (b) To exercise reasonable skill and care for the client;
- (c) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - (i) Seeking a price and terms which are acceptable to the client, except that the agent shall not be obligated to seek other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
 - (ii) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
 - (iii) Disclosing in writing to the client adverse material facts actually known by Agent; and
 - (iv) Advising the client to obtain expert advice as to material matters about which Agent knows but the specifics of which are beyond the expertise of the agent;
- (d) To account in a timely manner for all money and property received;
- (e) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations.
- (g) To not disclose any confidential information about Buyer, Exchangor or Tenant without Buyer, Exchangor or Tenant's written permission, unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute fraudulent misrepresentation.

5. Dual Agent's Duties and Responsibilities. Agent may act as a Dual Agent only with the informed consent of all parties to the transaction. The informed consent is evidenced by a written agreement pursuant to Section 76-2422. As a Dual Agent, Agent shall be a limited agent for Seller and Buyer, Exchangor or Tenant and shall have the duties and obligations required by Sections 76-2417 and 76 2418 unless otherwise provided for in this section. Except as provided in subsections (a) and (b) of this section, a Dual Agent may disclose any information to one client that Agent gains from the other client if the information is relevant to the transaction or client.

- (a) The following information shall not be disclosed by Agent when acting as Dual Agent without the informed consent of the client to whom the information pertains:
 - (i) That a Buyer or Tenant is willing to pay more than the purchase price or lease rate offered for the Property;
 - (ii) That the Seller is willing to accept less than the asking Listing Price or Lease Rate for the Property;
 - (iii) What the motivating factors are for any client buying, selling or leasing the Property;
 - (iv) That a client will agree to financing terms other than those offered.
- (b)
 - (i) Agent, while acting as Dual Agent, shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute fraudulent misrepresentation.
 - (ii) No cause of action for any person shall arise against Agent, while acting as Dual Agent, for making any require or permitted disclosure.
 - (iii) Agent, while acting as Dual Agent, does not terminate the Dual Agency relationship by making any required or permitted disclosure.
- (c) In a Dual Agency relationship there shall be no imputation of knowledge or information between any client and the Dual Agent or among persons within an entity engaged as a Dual Agent.

6. Dual Agency Consent. Seller understands that Agent serves as agent for Sellers, Buyers, Exchangors or Tenants of real property and that Agent may be an agent for a Buyer, Exchangor or Tenant interested in buying, exchanging or leasing Property. If a Buyer, Exchangor or Tenant represented by Agent becomes interested in acquiring Property, Agent shall immediately notify the Buyer, Exchangor or Tenant that Agent is also the agent of the Seller. Seller consents to Agent also serving as the agent of the Buyer, Exchangor or Tenant and acknowledges that Agent will then be serving as a limited agent of both the Seller, and the Buyer, Exchangor or Tenant (Dual Agent) and that both Seller and Buyer, Exchangor or Tenant will be clients of Agent. Except for limitations on disclosure discussed in Paragraph three (3) and to a Buyer, Exchangor or Tenant as stated in Paragraph four (4), a Dual Agent has the same duties and obligations of a limited agent to the Seller as are stated in paragraph three (3) and to Buyer, Exchangor or Tenant as stated in Paragraph four (4). Seller understands that a Dual Agent will disclose to both clients all adverse material facts actually known by Agent.

7. Disclosure of Information. An agent, acting as an Seller's Agent, shall disclose to the principal, to a customer or to a Buyer, Exchangor or Tenant all adverse material facts (including but not limited to, structural defects, soil condition, violations of health, zoning or building laws, and nonconforming uses or zoning variances) actually known by agent but agent shall not otherwise disclose any confidential information about the Seller without the Seller's written permission unless disclosure is required by statute, rule, or regulation, or failure to disclose the information would constitute fraudulent misrepresentation. No cause of action shall arise against an agent acting as an Seller's Agent for making any required or permitted disclosure. Confidential information is non public information made confidential by statute, rule, regulation or written instruction from Seller.

8. Disclosure of Motivating Factors. Seller authorizes the disclosure of motivating factors unless initialed here (*Seller's initials* _____).

9. The Listing Period. This Agreement shall begin 27 day of October, 2025, and shall continue through 30 day of April, 2026.

10. Rate and Terms-for Lease. The offering rental shall be \$_____ per ____ for a period of not less than ____ years and not more than ____ years upon the following terms: Seller (O) or Tenant (T): Gas ____, Water/Sewer ____, Electric ____, Janitor ____, Interior Maintenance ____, Structure ____, Roof ____, Heating, Ventilation and Air Conditioner Maintenance ____, Real Estate Taxes ____, Liability Insurance ____, Property Insurance ____, Common Area Maintenance ____.

11. Price and Terms – for Sale or Exchange. The Listing Price or Exchange Value shall be \$165,000.00 (the "Listing Price") on the following terms: cash or other terms acceptable to Seller. The price and terms shall include all fixtures. The following personal property is also included

at a price of \$_____.

12. Title. Seller by signing below represents to Agent that Seller has marketable title to the Property and it is solely in Seller's name. Seller agrees to convey marketable title to Buyer by warranty deed evidenced by a policy of title insurance subject to the rights of persons in possession. Furthermore, Seller warrants that he is the Seller of record of the Property, or has the authority to execute this agreement and convey the property at closing.

13. Possession. Possession of the Property can be delivered to Buyer, Exchangor or Tenant on _____ day of closing.

14. Representations and Indemnification. Seller represents that to the best of Seller's knowledge: there are no termites or wood destroying insects or damage therefrom on the premises or in the buildings thereon; there are no known encroachments, unrecorded assessments, adverse material facts, latent (non-apparent) defects, or, local improvements installed, under construction or ordered constructed by public authority affecting this Property except: _____
None

Seller further states that all information given to REALTOR® or its licensees in furtherance of this listing are true and all representations made to the REALTOR® or its licensees are accurate. Seller agrees to indemnify and hold harmless REALTOR® (Listing Company) and any subagents from any

claim that may be made against the Listing Company or subagents by reason of the Seller having breached the terms of this paragraph. In addition, Seller agrees to pay attorney fees and associated costs reasonably incurred by Agent to enforce this indemnity.

15. Compensation of REALTOR® – for Lease. Check one:

☐ Seller agrees to pay REALTOR® a cash compensation at the time a lease is executed of ____% of the gross rents for the term of the lease and options, renewals, or extensions thereof up to five (5) years and ____% of the gross rents for any initial term in excess of five (5) years and up to ten (10) years. However, the minimum compensation for any lease will be equal to one (1) month's rent.

☐ Compensation of _____

Compensation shall be payable on the happening of any one or more of the following events:

- (a) if a lease is executed or a Tenant found who is ready, willing and able to lease the Property, before the expiration date of this listing, by REALTOR®, Seller or any other person at the above price and terms or for any other price and terms the Seller may agree to accept, or
- (b) if this agreement is revoked or violated by the Seller, or if REALTOR® is prevented in completing the lease by existing liens, judgments or suites pending against this Property, or the Seller thereof; or if REALTOR® is unfairly hindered by the Seller in the showing of, or attempting to lease said premises, within said period, or
- (c) if within six (6) months after the expiration date of this listing the Seller makes a lease of said premises to anyone wholly or partly due to REALTOR®'s efforts or advertising, or to anyone to whom Agent has shown the Property during the listing, or
- (d) if after the expiration or termination of this agreement, Seller subsequently lists the Property with ANOTHER Agent, Agent shall provide a written list of active prospects to Seller within fifteen (15) days after expiration of this listing, and Seller shall pay REALTOR® stated commission if a lease is consummated within ninety (90) days after the expiration of this listing to any party or affiliate thereof on this list.

REALTOR® may accept compensation when Agent of licensees affiliated with the REALTOR® other than limited Seller's Agent, serve as Tenant's Agent. In all other case, REALTOR® will not accept compensation from the Tenant, the Tenant's Agent or any entity participating or providing services for the lease of the Property without written consent of the Seller. Compensation shall be due when tenant takes possession. Interest at the rate of 18% per annum shall accrue on all sums unpaid when due from the date due. Under Nebraska law REALTOR® has a right to and may assert a lien for brokerage fees due under this agreement.

16. Compensation of REALTOR® – for Sale or Exchange. In consideration of services to be performed by REALTOR® a commission of 6 per cent of the purchase price or exchange value plus \$0.00 payable upon the happening of any of the following:

- (a) If, during the term of the Listing, Seller, REALTOR® or any other person:
 - (i) sells the Property; or
 - (ii) finds a Buyer who is ready, willing and able to purchase the Property at the above price and terms or for any other price and terms to which Seller agrees to accept or
 - (iii) finds a Buyer or Tenant who is granted an option to purchase or enters into a lease with option of purchase and the option is subsequently exercised, or
 - (iv) finds an Exchangor who is ready, willing and able to exchange for the Property at terms to which Seller agrees to accept (in the event a ready, willing and able Exchangor is procured by REALTOR®, compensation will be based on the "Listing Price" set forth in Section ten (10) of this agreement), or
- (b) If this agreement is revoked or violated by Seller; or
- (c) If REALTOR® is prevented in closing the Sale of this Property by existing claims, liens, judgments, or suits pending against this Property; or Seller thereof, or
- (d) If REALTOR® is unfairly hindered by Seller in showing or attempting to sell or exchange this Property; or
- (e) If within 120 days after the expiration of this Listing Agreement, Seller sells this Property to any person found during the term of this listing, or due to REALTOR®'s efforts or advertising, under this listing Agreement, unless this Property is listed with another agent.

Upon closing of sale, exchange or lease for which REALTOR® earns compensation under this paragraph or the closing of any sale, exchange or lease within the listing period set forth in Paragraph eight (8), Seller hereby irrevocably authorizes and directs Escrow Agent (if closing is handled by Escrow Agent) to pay REALTOR® the commission due as set forth in this agreement from the Seller's proceeds of the sale, exchange or lease. Seller gives to REALTOR® an assignment of proceeds to the extent of the commission due. Seller agrees that the execution by Seller and buyer/exchangor of a contract for sale, exchange or lease of the Property executed during the listing period or transfer of the property is prima facie evidence that REALTOR® is due compensation under the terms of this agreement. Unless otherwise provided Compensation shall be due REALTOR® no later than closing of transfer from Seller to Buyer or Exchangor. Interest at the rate of 18% per annum shall accrue on all sums unpaid when due from the date due. Under Nebraska law REALTOR® has a right to and may assert a lien for brokerage fees due under this agreement.

17. Limitation on REALTOR®'s Compensation. REALTOR® shall not accept compensation from the Buyer or Tenant, Buyer's Agent or Tenant's Agent, or any entity participating in or providing services for the Sale without written disclosure to Seller.

18. Cooperating with other REALTORS®. REALTOR® may accept the assistance and cooperation of other brokers who will be acting as agent for a Tenant or Buyer. REALTOR® may share his/her compensation with licensees representing the Buyer/Tenant (Buyer's/Tenant's Agent). REALTOR® may pay up to 2.4 percent of its variable compensation to a broker acting for a buyer/tenant. If REALTOR® participates in a local multiple listing service or commercial information exchange, REALTOR® shall submit the Property to such listing service or exchange and Seller consents thereto.

19. Access to Property and Property information. Seller agrees to give REALTOR® reasonable access to the premises to show prospective Buyers or Tenants and consents to property being shown by a Buyer's/ Tenant's Agent. Seller agrees to provide REALTOR® information regarding the operation of the premises including operating statements, copies of leases and other reasonable items in response to requests of a prospective Buyer doing due diligence.

20. Recordings within the property.

(a) In the event Seller has a recording system in the Property which records or transmits audio, Seller understands that recording or transmitting of audio may result in violation of state and/or federal wiretapping laws. Seller hereby releases and indemnifies REALTOR®, REALTOR'S® designated agents, sub-agents, sales associates, and employees from any liability which may result from any recording or transmitting in the Property.

(b) Seller understands that while potential purchasers viewing the Property should not engage in photography, videography, or videotelephony in the Property without prior written permission, such recordings or transmissions may occur. Seller should remove any items of a personal nature Seller does not wish to have recorded or transmitted. Seller hereby releases REALTOR®, listing sales associates and employees from any liability which may result from any recording or transmission in the Property.

21. Earnest Money. The earnest money paid by a Buyer, Exchangor or Tenant, unless the purchase agreement provides otherwise, shall be deposited in the REALTOR®'s Broker's Account to be held until time of closing. If the REALTOR® is not closing the transaction, the earnest money shall be transmitted to the party closing the transaction at a time to be determined by the REALTOR®.

22. Forfeiture of Earnest Money. In the event of forfeiture of earnest money made by a prospective Buyer, Exchangor or Tenant, the monies received shall first be used to pay sums expended by REALTOR® in marketing the premises and the remainder shall be paid one half to REALTOR® up to but not exceeding the amount due if the Buyer, Exchangor or Tenant did not default and the remainder to the Seller.

23. Cost of Services. Except as immediately above, REALTOR® shall bear all expenses incurred by REALTOR®, if any, to market the Property and to compensate cooperating brokers, if any. REALTOR® will not obtain or order any products or services to be paid by Seller unless Seller agrees. REALTOR® shall not be obligated to advance funds for the benefit of Seller.

24. Maintenance of the Property. Seller agrees to maintain and keep the building including heating, air conditioning, water heater, sewer, plumbing and electrical systems and any fixtures in good and reasonable working condition until delivery of possession. Seller agrees to maintain the lawn and promptly remove snow from sidewalks and driveways during the listing period. Seller further agrees to hold REALTOR® harmless from and all causes of action, loss, damage, or expenses REALTOR® or its licensees may be subjected to arising in connection with this section. Seller also agrees that REALTOR® shall not be responsible for maintenance of the Property.

25. Nondiscrimination. Seller and REALTOR® agree not to discriminate against any prospective Buyer, Exchangor or Tenant because of Buyer, Exchangor or Tenant's race, color, sex, religion, familial status, handicap, or national origin.

26. Tenant Acceptance. If applicable, REALTOR® will use reasonable and ordinary means to investigate and screen prospective Tenants; however, REALTOR® does not guarantee the faithful performance nor the payment of rent by such Tenants after they have been accepted by the Seller.

27. Escrow Closing. Seller agrees that the closing of any sale or exchange made by REALTOR® may be handled by an Escrow Agent at Seller's cost or as otherwise set forth in purchase agreement. Seller agrees to the transfer of earnest money to the Escrow Agent.

28. Signs Permitted. Seller gives permission to REALTOR® to place signs such as a "For Sale/Lease" or a "Sold" on the Property and to use a "Lock Box".

29. Protection of Valuables. REALTOR® is not responsible for items which are lost or stolen during showings. Seller is responsible for placing all valuables in a safe and concealed location when preparing the Property for showings.

30. Authorization of Advertising and Release of Photographic Information. REALTOR® and its agents may advertise/market the property in any media, including radio, newspaper, TV, the internet, electronic media and computer information networks and may use digital, video or photographic images and/or representations of the Property (along with incidental images of personal property therein) for the purpose of advertising or sales promotion. Seller forever releases REALTOR® and its employees and agents from all claims of any kind and nature which arise out of or are connected to such use and grants REALTOR® and its employees and agents a reasonable time to remove such advertising after termination of listing or closing.

31. Internet Display of Property Information.

Any property placed into the Multiple Listing Service may be displayed on the Internet, except as limited by the Seller in the following particulars:

- a. [if checked] ☐ Seller has advised REALTOR® that Seller does not want the listed property to be displayed on the Internet.
- b. [if checked] ☐ Seller has advised REALTOR® that Seller does not want the address of the listed property displayed on the Internet.
- Seller understands and acknowledges that if Seller has selected option "a" above, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

If Internet display is allowed:

Seller ☒ shall ☐ shall not allow the display of an automated estimate of the market value of the listing or hyperlink to such estimate in conjunction with the listing.

Seller understands and acknowledges that if Seller has elected to have the listed property displayed on the Internet that the REALTOR® has no control over third-party websites including, but not limited to, listing inaccuracies, price estimates or comments displayed on such third-party websites.

32. Release of Information. Seller agrees to provide and authorizes REALTOR® to obtain any information relating to leases, rents, operating income or expenses, utility expenses and all pertinent information regarding the present mortgage(s) or Deed(s) of Trust on this Property including existing balance, interest rate, monthly payment, balance in escrow account and pay off amount. Seller authorizes the dissemination of sales information including selling price and terms after closing of the transaction.

Seller forever releases REALTOR® and its employees and agents from all claims of any kind and nature which arise related to the Property. Seller hereby grants to REALTOR® and its agents an irrevocable, non-exclusive, and fully sub-licensable right (through multiple tiers) to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform and display any such information, in whole or in part, in other works in any form, media, or technology now known or later developed. If, and to the extent Seller retains any copyrights or other Sellership rights in or to the information despite this assignment, Seller waives and agrees never to assert any such rights against REALTOR® or its agents, employees, successors, licensees or customers.

33. Compliance with Law. Seller agrees to bring the property into compliance with the law as required for the sale of the property unless otherwise lawfully delegated to the Buyer, Exchangor or Tenant in the purchase agreement.

34. Modification of this Listing Agreement. No modification of this Listing Agreement shall be valid, unless made in writing and signed by all parties.

35. Mediation and Arbitration

- (a) **Disputes.** The term “Dispute” shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the construction, interpretation, enforcement, or breach of the terms of this Listing Agreement or the actions or performance of Seller or REALTOR® or its agents or employees in the sale or leasing of the Property.
- (b) **Mediation.** In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the dispute by giving fifteen (15) days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within three hundred sixty (360) days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be held in Lincoln, Nebraska. Such mediation shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association’s Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative).
- (c) **Arbitration.** Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be held in Lincoln, Nebraska. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association’s Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty (360) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within sixty (60) days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent’s case, the arbiter may award attorneys fees to the prevailing party.
- (d) **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.
- (e) **Exclusions.** The terms of this Paragraph thirty-five (35) shall not apply to:
 - (i) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; or
 - (ii) The filing or enforcement of a construction or similar lien.
- (f) **Waiver.** BY SIGNING THIS LISTING AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT, WHETHER REALTOR® OR SELLER, SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

35. Entire Agreement. This Listing constitutes the entire agreement between REALTOR® and Seller and any prior negotiations or agreements, whether oral or written, are not valid unless set forth in this Listing. Seller, Seller and exchangor shall mean the same where ever appropriate in the contract to meet the intentions of the parties when entering the contract.

36. **Copies of Agreement.** Receipt of a copy of this Listing is acknowledged.

37. ☐ **IF CHECKED SEE ATTACHED DOCUMENT.**

38. **Other:** “Any sale and the payment of Compensation to the REALTOR under paragraph 16 hereunder is conditional upon approval of the City Council for the Seller and the Seller not receiving a remonstrance after the publication of notice to the citizens of the City of Scottsbluff.”

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Signed this _____.

Haun Nelson Real Estate, LLC

(Name of Agent or Firm)

3011 Avenue B Scottsbluff, Ne 69361

308-641-2526

(Address & Phone Number)

By _____
(Agent's signature) (Date)

City of Scottsbluff

(Name of Seller(s) Typed or Printed)

(Seller Signature/SS# Fed ID#)

(Date)

(Seller Signature/SS# Fed ID#)

(Date)

(Seller(s) Address)

(City)

(State)

(Zip)

(Residents)

(Seller Phone)

(Business)

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (initial (i) or (ii) below):

(i) _____ Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents below:

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

(c) Purchaser has (initial (i) or (ii) below):

(i) _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii) _____ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home* (initial).

(e) Purchaser has (initial (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial or enter N/A if not applicable)

(e) _____ Seller's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

(f) _____ Purchaser's Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.¹

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Purchaser	Date
Seller	Date	Purchaser	Date
Seller's Agent	Date	Purchaser's Agent ¹	Date

Paperwork Reduction Act

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

¹ Only required if the purchaser's agent receives compensation from the seller.