



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

Regular Meeting
March 7, 2022
6:00 PM

1. **Roll Call**
2. **Pledge of Allegiance.**
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. **Notice of changes in the agenda by the city clerk** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. **Citizens with business not scheduled on the agenda** (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. **Closed Session**
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. **Scottsbluff Youth Council**
 - a) (informational only):
8. **Consent Calendar: (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)**
 - a) Council to approve the minutes of the February 22, 2022 Regular Meeting.
 - b) Council to approve the bid specifications for the purchase of One, New Tractor with Loader Attachment for the Parks Department and authorize the City Clerk to advertise for bids to be received by March 28, 2022 at 11:00 a.m.
9. **Claims**
 - a) Council to consider and take action on claims of the City.
10. **Public Hearings:**
 - a) Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class C Liquor License for X-Treme Fun, LLC d/b/a X-Treme Fun, 1702 17th Avenue, Scottsbluff, NE.
 - b) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming Amber R. Brannan as the Liquor License Manager of X-Treme Fun, LLC d/b/a X-Treme Fun.

- c) Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class D Liquor License for Grass Retail, LLC d/b/a Shortstop, 2002 Avenue I, Scottsbluff, NE.
 - d) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming Craig S. Grass as the Liquor License Manager of Grass Retail, LLC d/b/a Shortstop.
 - e) Council to conduct a public hearing set for this date at 6:00 p.m. to consider a Rezone of Block 7 of the Five Oaks Subdivision from Agricultural to R-4 Heavy Density Multiple Family.
 - f) Council to set a public hearing set for this date at 6:00 p.m. to consider a proposed Ordinance Text Change to Chapter 25 Article 22 regarding Landscaping.
 - g) Council to set a public hearing set for this date at 6:00 p.m. to consider a proposed Ordinance Text Change to Chapter 25 Article 3 regarding the Gateway Green Overlay Zone.
11. **Resolution & Ordinances:**
- a) Council to consider the first reading of the Ordinance regarding the Rezone of Block 7 of the Five Oaks Subdivision from Agricultural to R-4 Heavy Density Multiple Family.
 - b) Council to consider the first reading of the Ordinance repealing the GG-O Gateway Green Overlay Requirements and amending the landscaping provisions beginning in Chapter 25 Article 22 Section 1, incorporating prior GG-O Gateway Green Overlay Requirements into the landscaping sections.
 - c) Council to consider the third reading of the Ordinance relating to the franchise Ordinance granted to Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy to amend the franchise fee in paragraph 8 of Ordinance 3937.
 - d) Council to consider the third reading of the Ordinance establishing a franchise fee on all energy providers operating within the corporate limits of the City.
 - e) Council to discuss and consider action to approve a Resolution updating the bank signature authorization and authorize the Mayor to sign the Resolution.
12. **Bids & Awards:**
- a) Council to discuss and consider action on awarding the bid for the new Sidewinder refuse truck body to Elliott Equipment Company for \$159,306.80.
13. **Subdivisions & Public Improvements:**
- a) Council to discuss and consider action on an application for the creation of an Agricultural Estate Dwelling Site from Julie Shuey, Executor of the Kyla Casselmann Shuey Estate, for property located at 181015 Hwy L 79G, Scottsbluff, NE and authorize the Mayor to sign the Certificate.
14. **Reports from Staff, Boards & Commissions:**
- a) Council to discuss and consider action on the Gering Multipurpose Senior Center Support Agreement and authorize the Mayor to sign the Agreement.
 - b) Council to discuss and consider action on the Agreement with Brian and Lori

Lore to be campground host and manager at Riverside Park, 1600 South Beltline Highway West, Scottsbluff, NE and authorize the Mayor to sign the Agreement.

- c) Council to consider and review Option Agreement with Site Exploration for proposed Municipal Aquatics Facility and authorize the Mayor to sign the Agreement.
15. **Council reports** (informational only): This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.
16. **Adjournment.**

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Closed1

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

Staff Contact: City Council

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Youth Cou 1

(informational only):

Staff Contact:

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Consent1

Council to approve the minutes of the February 22, 2022 Regular Meeting.

Staff Contact: City Council

Regular Meeting
February 22, 2022

The Scottsbluff City Council met in a regular meeting on February 22, 2022 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. Since the regular meeting would fall on a City recognized holiday the meeting was moved to the following day, according 6-1-12. A notice of the meeting had been published on February 18, 2022, in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and NBC Nebraska, and the Star Herald. The notice was also available on the city's website on February 18, 2022.

Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The Pledge of Allegiance was recited. Mayor McKerrigan welcomed everyone in attendance and encouraged all citizens to participate in the Council meeting asking those wishing to speak to come to the microphone and state their name and who they are representing for the record. Mayor McKerrigan informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Jeanne McKerrigan, Jordan Colwell, Nathan Green, Angela Scanlan, and Selina Lerma. Also present were City Manager Dustin Rief and City Attorney Kent Hadenfeldt. Absent: None.

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

Moved by Council Member Colwell, seconded by Council Member Green that,

- a) The minutes of the February 7, 2022 Regular Meeting be approved,
- b) A public hearing be set for March 7, 2022 at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class C Liquor License for X-Treme Fun, LLC d/b/a X-Treme Fun, 1702 17th Avenue, Scottsbluff, NE,
- c) A public hearing be set for March 7, 2022 at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class D Liquor License for Grass Retail, LLC d/b/a Shortstop, 2002 Avenue I, Scottsbluff, NE,
- d) A public hearing be set for March 7, 2022 at 6:00 p.m. to consider a Rezone of Block 7 of the Five Oaks Subdivision from Agricultural to R-4 Heavy Density Multiple Family,
- e) A public hearing be set for March 7, 2022 at 6:00 p.m. to consider a proposed Ordinance Text Change to Chapter 25 Article 22 regarding Landscaping,
- f) A public hearing be set for March 7, 2022 at 6:00 p.m. to consider a proposed Ordinance Text Change to Chapter 25 Article 3 regarding the Gateway Green Overlay Zone,
- g) The bid specifications for the repair of hail damage at the Water/Wastewater Facilities located throughout the City and authorizing the City Clerk to advertise for bids to be received by March 14, 2022 at 2:00 p.m. be approved, "YEAS," Colwell, Scanlan, Green, Lerma, and McKerrigan. "NAYS," None. Absent: None.

Moved by Council Member Scanlan, seconded by Council Member Lerma, that the following claims be approved and paid as provided by law out of the respective funds designated in the list of

claims dated February 22, 2022 as on file with the City Clerk and submitted to the City Council, "YEAS", Green, Lerma, Scanlan, McKerrigan, and Colwell. "NAYS", None. Absent: None.

CLAIMS

AC ELECTRIC MOTOR SERVICE,EQUIP MAINT,663.07;ACCELERATED RECEIVABLES SOLUTIONS,WAGEATTACHMENT,277.71;ACTIONCOMMUNICATIONSINC.,CIPPATROLCARS ,5627.05; ADVANCE AUTO PARTS,SUPP - FOAMING SPRAY GUN & WAX,57.02; AMAZON.COM HEADQUARTERS,MISC.,213.09; AUTOZONE STORES, INC,VEH MAINT-PD,61.24;B & H INVESTMENTS, INC,CONTRACTUAL SVC,274.05;B&C STEEL CORPORATION,DEPT SUPPLIES,8777.91; BLEISCH ELAINE,REIMB.,18.93; BLUFFS FACILITY SOLUTIONS,DISINFECTANT FOR MEDICAL SUPPLIES,25; CAPITAL BUSINESS SYSTEMS INC.,COPIER MAINT ADM,28.02; CELLCO PARTNERSHIP,TABLETS, IPADS, CELL PHONE, GRIDSMART FOR TRANS.,1092.56;CITY OF GERING,DISPOSAL FEES,42013.55; COLLABORATIVE SUMMER LIBRARY PROGRAM,PRGRMG.,2129.12; COLONIAL LIFE & ACCIDENT INSURANCE COMPANY,SUPPLEMENTAL LIFE INS,22.75;COMPUTER CONNECTIONINC,CONTRACTUALPD,44;CONTRACTORMATERIALSINC.,ADAPANELS,711.7 2; CORE & MAIN LP,METERS,385.1; CREDIT BUREAU OF COUNCIL BLUFFS,FEES - JAN. 2022,50; CRESCENT ELECT. SUPPLY COMP INC,ELECT. SUPP - SPLICING TAPE,11.3; DALE'S TIRE & RETREADING, INC.,VEHICLE MAINT,25.5; DUANE E. WOHLERS,DISPOSAL FEES,800; EAKES INC,FIRST AID KIT SUPPLIES,85.79; ELBIT SYSTEMS OF AMERICA-NIGHT VISION LLC,EQUIP MAINT-PD,400.53; FAIRBANKS SCALES INC,DEPT SUP,84.9; FAT BOYS TIRE AND AUTO,TIRE REPAIR ON BACKHOE,50.42; FEDERAL EXPRESS CORPORATION,POSTAGE,503.3;FLOYD'STRUCKCENTERSCOTTSBLUFF,EQUIPMENT,114262. 51; FORTNA EQUIPMENT COMPANY, INC,DEPT SUP,63;FRANCISCO'S BUMPER TO BUMPER INC,TOW SERVICE-PD,1660;FREMONT MOTOR SCOTTSBLUFF, LLC,VEH MAINT PARK,450.42;FYR-TEK INC,BREATHING AIR COMPRESSOR ANNUAL MAINTENANCE,577.17; GENERAL TRAFFIC CONTROLS, INC,PATHWAY PED. LIGHTS,13412; GRAY TELEVISION GROUP INC,CONTRACTUAL SVC,2095;GREENING ENTERPRISES INC.,EXTRICATION GLOVES2L,3XL,1XXL,265.7;HAACKADAM,LEGALFEESPD,23.51;HAWKINS,INC.,CHEMICALS, 1068.7; HAZLITT ELSA,LEGAL FEES-PD,23.51; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,1643.04; HOA SOLUTIONS, INC,EQUIP MAINT,3241; HOLTZ INDUSTRIES, INC,DEPT SUPPLIES,4006.8; HULLINGER GLASS & LOCKS INC.,BLDG. MAIN.,252.5; HYDROTEX PARTNERS, LTD,DEPT SUPP PARK,303.23; IDEAL LAUNDRY AND CLEANERS, INC.,DEPT SUPPLIES,672.27;INDEPENDENT PLUMBING AND HEATING, INC,BLDG MTNC,91.47;INGRAM LIBRARY SERVICES INC,COLL.,357.54; INTERNAL REVENUE SERVICE,WITHHOLDINGS,70305.06; INTRALINKS, INC,DATTO ALTO - FEB 2022,2417; J & A TRAFFIC PRODUCTS, LLC,POSTS AND ANCHORS,2061;KNOW HOW LLC,EQUIP MAINT,3863.42; KRIZ DAVIS,BREAKER FOR S. BDWY CHRISTMAS LIGHTS,919.31; LEE BHM CORP,PUBLISHING,3384.37; LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,100; M.C. SCHAFF & ASSOCIATES, INC,PROF SERVICES - JAN 2022,380; MATHESON TRI-GAS INC,DEPT SUPP PARK,90; MENARDS, INC,DEPT SUPP CEM,1289.55; MUNIMETRIX SYSTEMS CORP,IMAGESILO - JAN 2022,39.99; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1820.1;NE DEPT OF ENVIRONMENTAL QUALITY,LICENSE &

PERMITS,150; NE DEPT OF REVENUE,WITHHOLDINGS,24100.22; NEBRASKA MACHINERY CO,EQUIP MAINT,237.58;NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,41795.5; NEBRASKA RURAL RADIO ASSOCIATION,CONTRACTUAL SVC,657.5; NEBRASKALAND TIRE, INC,EQUIP MAINT PARK,29;NETWORKFLEET, INC,GPS SERVICE,273.42; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,EQUIP MAINT PARK,9.76; OCLC ONLINE COMPUTER LIBRARYCENTER,INC,CONT.SRVCS.,385.72; ONE CALL CONCEPTS, INC,CONTRACTUAL,65; PANHANDLE COOPERATIVE ASSOCIATION,FUEL,4518.84; PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,312;PANHANDLE REGIONAL DEVELOPMENT, INC.,REGIONAL HOUSING STUDY,4078.21; PLAKA & ASSOCIATES INC,ECON.DEV. STRATEGIC PLAN,14975; PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,10088.99; PROTEX CENTRAL, INC.,EQUIP MAINT ADM,159; PT HOSE AND BEARING,PARTS FOR BACKHOE,222.62; QUADIENT INC,POSTAGE,1000; QUADIENT LEASING USA INC,RENT-MACH-PD,423.38; QUILL CORPORATION,DEPT SUPPL-PD,239.43; REGION 22 EMERGENCY MGMT,EMERGENCY MANAGEMENT FEE,5638.12; REGIONAL CARE INC,CLAIMS,18930.35; RHODE ISLAND NOVELTY, INC,PRGRMG.,1709.45;RICHARD CELL,EQUIP MAINT PARK,386.83;RIGHTBRAINUNLIMITED,DEPT SUPP PARK,692.2;RUSSEL'S AUTOMOTIVE,VEH MAINT-PD,739.11; S M E C,EMPLOYEE DEDCTIONS,165.77; SALES MIDWEST, INC,EQUIP MAINT PARK,649.98; SANDBERG IMPLEMENT, INC,EQUIP MAINT PARK,7849.11; SATUR, JACK,SCHOOLS & CONF,100; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300; SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,443.61; SCOTT WALTON,EQUIP MAINT PARK,815; SCOTTIES POTTIES INC,CONTRACTUAL PARK,475; SCOTTS BLUFF COUNTYCOURT,LEGALFEES-PD,318;SCOTTSBLUFFPOLICEOFFICERSASSOCIATION,POLICE EE DUES,975; SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,EMBROIDERY FOR UNIFORMS,131; SHERIFF'S OFFICE,LEGAL FEES-PD,163.8; SHERWIN WILLIAMS,GROUND MAINT PARK,341.03; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL,15480.74; SIMON CONTRACTORS,DEPTSUP,415.96;SNELLSERVICESINC.,BLDG. MAIN.,1830; SOUNDSLEEPER SECURITY INC.,CONTRACTUAL-PD,14.95; SYMBOLARTS, LLC,UNIFORM NAME PLATES,50; TERRYDSCOTT,VEHIMAINTPARK,1168.55;THEWESTERNSSUGARCOOPERATIVE,FLATBEDS, 675;THOMPSONGLASS,INC,BLDGMAINGADM,190;UNIONBANK&TRUST,RETIREMENT,43079 .82; UNITED STATES WELDING,DEPT SUPPLIES,215.59; VAN PELT FENCING CO, INC,STRUCTURE,6764.5; W & R INC,EQUIP MAINT,417.5; WESTERN PATHOLOGY CONSULTANTS, INC,DOT TESTING - JAN. 2022,56.25; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT-PD,267; WEX BANK,GASOLINE & OTHER FUELS,19415.54; WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08; WYOMING FIRST AID & SAFETY SUPPLY, LLC,DEPT SUPPLIES,153.84;REFUNDS; WESTERN SLEEP MEDICAL, 1018.42; CATHY CARDONA, 38.83; BUYER'S REALTY, 16.90

Ms. Jada Thompson with Contryman & Associates presented the 2021 Annual Audit Report via Zoom. She complimented Finance Director Loutzenhiser for preparing an excellent set of financial statements and the work that she and staff have done to assure that the day to day process is running smooth. Ms. Thompson also reported the City received an unmodified opinion which is the best opinion possible. In addition, she went over GASB 84 for reporting entities and a year end investment footnote during her discussion.

Council Member Green moved, seconded by Council Member Scanlan to accept the 2021 Annual

Audit Report from Contryman & Associates, “YEAS,” Scanlan, McKerrigan, Lerma, Colwell, and Green. “NAYS,” None. Absent: None.

City Manager Rief approached Council to give the January 2022 Financial Report. He informed those attending the report shows bond payments, LB840 loans, and transfers for the closing of the fund for central garage. He added we have increased our cash on hand a little over a half a million in January; we are in good shape for the year.

Council Member Colwell made a motion, seconded by Council Member Lerma to accept the January 2022 Financial Report, “YEAS,” Lerma, Colwell, McKerrigan, Green, and Scanlan. “NAYS,” None. Absent: None.

Mayor McKerrigan opened the public hearing at 6:14 p.m. for the purpose of reviewing and obtaining comment on a Redevelopment Plan submitted by Javier and Martha Parra for the El Torito Restaurant Project.

Mr. Javier Parra approached Council and explained he will be moving his restaurant that is located on 27th Street to Avenue I next to Viaero; he anticipates the project being complete by the end of August.

Legal Counsel Hadenfeldt then added the record needs to reflect that Council has received the memo of the cost benefit analysis along with the resolutions by the CRA and the Planning Commission before the closing of the public hearing.

There were no other comments from the public. At 6:16 p.m. Mayor McKerrigan closed the public hearing.

Regarding the Resolution to approve the Redevelopment Plan submitted by Javier and Martha Parra for the El Torito Restaurant Project, Legal Counsel Hadenfeldt reminded Council of the three pronged review. The first part of the review is whether the project conforms to the City’s Comprehensive Plan in the Community Development Law, in which Mr. Hadenfeldt stated, it does match all of our development laws. The second is the “But For” test. In this particular case the “But For” test certifies in the application by the applicant if not “But For” TIF financing the project could not be completed. The third review is the Cost-Benefit Analysis. In order to approve the Plan, there must be a finding that the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community and the demand for public and private services, having been analyzed by the City Council, are in the long-term best interests of the community.

Council Member Scanlan moved, seconded by Council Member Green to approve Resolution No. 22-02-03 authorizing the Redevelopment Plan submitted by Javier and Martha Parra for the El Torito Restaurant Project, “YEAS,” Green, Lerma, Scanlan, McKerrigan, and Colwell. “NAYS,” None. Absent: None.

RESOLUTION NO. 22-02-03

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

Recitals:

a. Pursuant to the Community Development Law, NEB. REV. STAT. § 18-2101 *et seq.* (the “Act”), a redevelopment plan for the *El Torito Restaurant* project submitted by Javier and Martha Parra (the “Redevelopment Plan”) has been submitted to the Scottsbluff Community Redevelopment Authority (“CRA”). The Redevelopment Plan proposes to redevelop an area of the City which the City Council has

declared to be blighted and substandard and in need of redevelopment. The Redevelopment Plan includes the use of tax increment financing.

b. The Redevelopment Plan has been reviewed by the Planning Commission, which found that the Redevelopment Plan conforms to the 2016 Scottsbluff Comprehensive Plan (the “Comprehensive Plan”). The Planning Commission recommended approval of the Redevelopment Plan to the CRA and City Council.

c. The Redevelopment Plan has been reviewed by the CRA, which found that the Redevelopment Plan conforms to the Comprehensive Plan, that the project as proposed in the Redevelopment Plan would not be economically feasible or occur in the project area without tax increment financing, and that the costs and benefits of the project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, having been analyzed by the CRA, are in the long term best interests of the community.

d. The CRA recommended approval of the Redevelopment Plan to the City Council.

e. On February 22, 2022, the City Council held a public hearing on the proposal to approve the Redevelopment Plan.

f. The City Council has reviewed and conducted a cost-benefit analysis of the Redevelopment Plan and makes the findings and recommendations as documented in writing in this Resolution.

Resolved:

1. The Redevelopment Plan is determined to be feasible and in conformity with the Comprehensive Plan and with the legislative declarations and determinations set forth in the Act.

2. The project as proposed in the Redevelopment Plan would not be economically feasible or occur in the project area without tax increment financing and the costs and benefits of the project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, having been analyzed by the City Council, are in the long-term best interests of the community impacted by the project.

3. The City Council approves the Redevelopment Plan.

4. In accordance with NEB. REV. STAT. § 18-2147, and as proposed in the Redevelopment Plan, the City Council provides that any ad valorem tax on the Project Site as set forth in the Redevelopment Plan, for the benefit of any public body be divided for a period of 15 years after the effective date as provided in § 18-2147, which effective date shall be determined in a Redevelopment Contract entered into between the Redeveloper and the CRA. Said tax shall be divided as follows:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies;

(b) That proportion of the ad valorem tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the CRA to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the CRA for financing or refinancing, in whole or in part, the project set forth in the Redevelopment Plan. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due have been paid, the CRA shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon taxable real property in the redevelopment project shall be paid into the funds of the respective public bodies; and

(c) Any interest and penalties due for delinquent taxes shall be paid in the funds of each public body in the same proportion as are all other taxes collected by or for the public body.

5. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

6. This Resolution shall become effective immediately upon its adoption.

PASSED and APPROVED on February 22, 2022

Mayor

ATTEST:

City Clerk (Seal)

Mr. Rief approached Council regarding appointing representatives to the Nebraska Municipal Power Pool Members' Council. He explained due to a resignation and a qualification that the members need to live in Scottsbluff, there needs to be a replacement for both representatives. In addition, he recommends adding by position, therefore naming the Mayor and Vice-Mayor as Representative and Alternate.

Council Member Green made a motion, seconded by Council Member Colwell to appoint the Mayor as Representative and the Vice-Mayor as Alternate to the Nebraska Municipal Power Pool Members' Council, "YEAS," McKerrigan, Green, Colwell, Scanlan, and Lerma. "NAYS," None. Absent: None.

Council introduced the Ordinance relating to the Franchise Ordinance granted to Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy to amend the franchise fee in paragraph 8 of Ordinance 3937 and was read by title on second reading: **AN ORDINANCE OF THE CITY OF**

SCOTTSBLUFF, NEBRASKA RELATING TO THE FRANCHISE ORDINANCE GRANTED TO BLACK HILLS NEBRASKA GAS, LLC D/B/A BLACK HILLS ENERGY, A DELAWARE LIMITED LIABILITY COMPANY AND IN PARTICULAR AMENDING PARAGRAPH 8 OF ORDINANCE 3937 DEALING WITH A FRANCHISE FEE, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

Council introduced the Ordinance establishing a franchise fee on all energy providers operating within the corporate limits of the City and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, ESTABLISHING A FRANCHISE FEE ON ALL ENERGY PROVIDERS OPERATING WITHIN THE CORPORATE LIMITS OF THE CITY, AMENDING THE MUNICIPAL CODE BY ADDING SECTION 11-4-11 SETTING FORTH THE ESTABLISHMENT OF A FRANCHISE FEE FOR ENERGY PROVIDERS, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Mr. Dave Schaff, representing Kersch, LLC approached Council regarding a License Agreement at 1721 Broadway. Mr. Schaff explained they have purchased the powerhouse building on Broadway and they anticipate putting a restaurant on the first floor. With the restaurant they would like to add an outdoor patio that would encroach on the 18th Street Plaza. He added their intention is to enhance and facilitate the Plaza by having a café setting. He included the restaurant will be selling alcohol and they will meet all the intentions of what that will involve including fencing, which will match the architectural space of the Plaza.

Council Member Colwell moved, seconded by Council Member Scanlan to approve the License Agreement with Kersch, LLC at 1721 Broadway and authorize the Mayor to sign the Agreement, “YEAS,” Colwell, Scanlan, Green, Lerma, and McKerrigan. “NAYS,” None. Absent: None.

Mr. Rief presented the revision to the lease with Inventive Wireless, LLC d/b/a Vistabeam for their wireless antenna system on the Cemetery Water Tower. He explained we just approved a similar revision of the lease for the Coke Plant Water Tower. The revision is due to the acquisition of Action Communications and will double the revenue to \$300.00 per month. In addition, if any maintenance needs to be done to the water tower it is Vistabeams responsibility to remove their equipment.

Council Member Colwell made a motion, seconded by Council Member Lerma to approve the revision of the lease with Inventive Wireless, LLC d/b/a Vistabeam for their wireless antenna system on the Cemetery Water Tower, “YEAS,” Scanlan, McKerrigan, Lerma, Colwell, and Green. “NAYS,” None. Absent: None.

Mr. Rief approached Council regarding the Professional Service Agreement between Panhandle Area Development District (PADD) and the City of Scottsbluff for Housing Management for the Owner Occupied Rehabilitation Grant. He explained the Agreement is for the managing and administration of our CDBG Grant. The amount reimbursed to PADD is for allowable expenses agreed upon and shall not exceed \$50,000. Mayor McKerrigan asked if the amount had been budgeted with Council Member Green asking if we could do this internally. Mr. Rief answered the expense is included as part of the grant and the process of the administration is burdensome and not consistent, adding we do not have the administrative capacity to do this.

Council Member Colwell moved, seconded by Council Member Lerma to approve the Professional Service Agreement between Panhandle Area Development District (PADD) and the City of Scottsbluff for Housing Management for the Owner Occupied Rehabilitation Grant and authorize the

Mayor to sign the Agreement, “YEAS,” Lerma, Colwell, McKerrigan, Green, and Scanlan. “NAYS,” None. Absent: None.

Regarding the letter of Sole Source Procurement for the lead testing contractor for the Owner Occupied Rehabilitation Grant, Mr. Rief explained after advertising, the City received one bid package for the lead testing. Because of receiving only one bid it is a requirement of the grant to submit a letter of sole source procurement to the Nebraska Department of Economic Development requesting their permission to accept the contractor.

Council Member Green made a motion, seconded by Council Member Scanlan to authorize the Mayor to sign the letter of Sole Source Procurement for the lead testing contractor for the Owner Occupied Rehabilitation Grant, “YEAS,” McKerrigan, Green, Colwell, Scanlan, and Lerma. “NAYS,” None. Absent: None.

Mr. Zach Glaubius, Planning Administrator, came forward to present the City of Scottsbluff Façade Improvement Grants. Mr. Glaubius explained at the February 16th Community Redevelopment Authority Meeting the committee approved the funding of six grants, however, because of the limited amount of funds remaining each applicant was given a percentage of their request. The six applicants who submitted requests are; Gary Schaub Testimonial Trust at 1125 ½ 3rd Avenue; Maren Chaloupka, 1906 Broadway; Kersch, 1721 Broadway; Champion Realty, 1904 1st Ave; Brian Hafeman, 30 E. 16th Street; and Sterling Huff, 20 E. 16th Street.

Bill Trumball, Chairman of the CRA approached Council and thanked them for funding the façade projects, both East Overland and general and commented when all is said and done the amount funded will be \$250,000. In addition, he stated, the intent is to give an accumulated slide presentation of the improvements that have been made, when everything is complete, to show how successful the project was. He also thanked Zach Glaubius, Starr Lehl and Liz Loutzenhiser for their hard work and dedication with administering the program.

Council Member Scanlan moved, seconded by Council Member Lerma to approve the six City of Scottsbluff Façade Grants to Gary Schaub Testimonial Trust, Maren Chaloupka, Kersch, Champion Realty, Brian Hafeman, and Sterling Huff, “YEAS,” Green, Lerma, Scanlan, McKerrigan, and Colwell. “NAYS,” None. Absent: None.

Mr. Rief approached Council regarding the City of Scottsbluff Strategic Plan 2022 draft. Mr. Rief explained on November 29, 2021 City Council held a strategy planning session to discuss the future direction of the City related to the following areas: Business Development; Housing and Educational Development; Infrastructure Development; and Recreational Development. He went over priorities for each area, developing long and short term goals, as well as identifying some revisions during his presentation.

Regarding conducting the evaluation of City Manager’s job performance in first year of employment and taking any appropriate action resulting from the evaluation, Mayor McKerrigan moved to go into closed session for the reason that it is clearly necessary for the protection of the public interest and for the prevention of needless injury to the reputation of the City Manager for the purpose of evaluating the City Manager’s job performance during the first year of employment. The motion was seconded by Council Member Colwell. Mayor McKerrigan then stated the motion has been made to go into closed session as it is necessary to protect the public interest and for the prevention of needless injury

to the reputation of the City Manager to evaluate the City Manager's job performance during the first year of employment. She then asked for discussion. Council Member Colwell stated he would like Legal Counsel Hadenfeldt to be involved in the closed session.

Ms. Maunette Loeks representing the Star Herald then approached Council. Ms. Loeks asked that Council consider if there are portions of the evaluation that could be held in open session and then adjourn for reasons to go into executive session. She went on to state the Attorney General has issued opinions that unless it is necessary to prevent needless injury that portions of the evaluation be held in open session. Mr. Rief requested the evaluation be conducted in closed session.

After discussion, Mayor McKerrigan stated the pending motion is to go into closed session as it is clearly necessary to protect the public interest and for the prevention of needless injury to the reputation of the City Manager to evaluate the City Manager's job performance during the first year of employment. She then asked to call the roll, "YEAS," McKerrigan, Green, Colwell, Scanlan, and Lerma. "NAYS," None. Absent: None. City Clerk Wright announced the motion was adopted. Council went into closed session at 7:00 p.m.

Council reconvened at 8:10 p.m. The following members were present, Jeanne McKerrigan, Jordan Colwell, Nathan Green, Angela Scanlan, and Selina Lerma.

Mayor McKerrigan made a motion to give Mr. Rief an unfavorable performance evaluation and after discussing with him the deficiency in his administrative qualifications, stated it does not appear that they can be improved upon, so she moved to terminate his employment agreement with the City of Scottsbluff and approve any severance agreement. She further moved that the Finance Director and Chief of Police be designated to fill the position of the City Manager until a permanent replacement is found. Council Member Scanlan seconded the motion. There was no discussion from Council. "YEAS," Colwell, Scanlan, Lerma, Green, and McKerrigan. "NAYS," None. Absent: None.

There were no meetings attended by Council to be updated in Council Reports.

Council Member Colwell moved, seconded by Council Member Scanlan to adjourn the meeting at 8:18 p.m., "YEAS," McKerrigan, Green, Colwell, Scanlan, and Lerma. "NAYS," None. Absent: None.

Mayor

Attest:

City Clerk
"SEAL"

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Consent2

Council to approve the bid specifications for the purchase of One, New Tractor with Loader Attachment for the Parks Department and authorize the City Clerk to advertise for bids to be received by March 28, 2022 at 11:00 a.m.

Staff Contact: City Council

Agenda Statement

Item No.

For Meeting of: ___ March 7, 2022

AGENDA TITLE: Consideration and approval of specifications for the purchase of One, New Tractor with Loader Attachment for the Parks Department and authorize City Clerk to advertise for bids to be received March 28, 2022 at 11:00 A.M., MST.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Mark Bohl, Public Works Department

PRESENTATION BY: Consent

SUMMARY EXPLANATION: The Park Department is scheduled to purchase a tractor with loader attachment for FY 2021-22 budget.

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 March 28, 2022 at 11:00 A.M., MST.

Does this item require the expenditure of funds?

___X___yes ___no

Are funds budgeted?

___X___yes ___no

If no, comments:

Estimated Amount

Amount Budgeted

Department

Account Description

___ \$35,000

___ Park

___ Equipment

Approval of funds available

City Finance Director

EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) X Specifications

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL:

City Manager

Rev: 12/14/ City Clerk

CITY OF SCOTTSBLUFF

BID SPECIFICATIONS

FOR

THE PURCHASE OF ONE,

NEW TRACTOR WITH LOADER ATTACHMENT

FOR THE

PARKS DEPARTMENT

March 7, 2022

NOTICE TO BIDDERS

Sealed bids will be received by the City of Scottsbluff, Nebraska at the office of the City Clerk until 11:00 A.M., MST, March 28, 2022, for furnishing One, New Tractor with loader attachment for the Parks Department. Specifications and instructions to Bidders are available at the office of the City Clerk, 2525 Circle Drive, Scottsbluff, Nebraska. The Council reserves the right to reject any and all bids and to waive irregularities.

Kimberley Wright
City Clerk

Publish – 3 times:

Friday, March 11, 2022

Friday, March 18, 2022

Friday, March 25, 2022

INSTRUCTIONS TO BIDDERS

1. All Proposals shall be submitted on Bid Forms provided for this purpose in order that they may be properly compared and evaluated.
2. The Bid shall be for one, new Tractor with Loader Attachment.
3. The Bid shall be quoted F.O.B. Scottsbluff, NE.
4. Bids shall state the Make and Model of proposed unit and include complete detailed specifications with manufacturer's brochure, specifying the identical model being bid.
5. The City is exempt from Federal Excise or State Sales Taxes. A tax exemption certificate will be furnished by the City of Scottsbluff.
6. The Bids shall be submitted to the City Clerk's office by 11:00 A.M., March 28, 2022, in a sealed envelope, and envelope clearly marked "Bid on Tractor with Loader Attachment"
7. The Council reserves the right to reject any and all bids and to waive any irregularities for any reason deemed necessary.
8. The City reserves the right to accept or reject the trade-in price for the 2018 Massey Ferguson MF2706e.
9. City will pay for equipment meeting all specifications upon proper documentation of same, no sooner than the first Council meeting following delivery of same.
10. Delivery time from date order placed to vendor, shall be ninety (90) days or less.
11. Price that is stated on Bid Proposal Sheet shall be good for 30 calendar days following bid opening.
12. Actual equipment being bid must be available for inspection by City personnel after the bids are opened and before the next council meeting when the purchase will be approved.
13. If a used or demonstrator model is bid, the bidder shall state the year of vehicle, mileage and warranty, if any.
14. Any items of noncompliance or variations to the minimum specification requirements listed on the following pages shall be written and submitted with the Bid Proposal.

MINIMUM SPECIFICATIONS FOR ONE, NEW, TRACTOR WITH LOADER ATTACHMENT

Bidder shall include in the bid package a manufacturer's brochure, specifying the identical model, which describes the equipment being bid. Bidder has the option of bidding a new, or used or demonstrator model. Any additions, deletions, or variations shall be construed as minimum. Should the manufacturer's latest specifications exceed these, they shall be considered minimum and shall be furnished. The unit shall meet or exceed the following minimum requirements. Any items of non-compliance must be listed in writing and submitted with Bid Proposal.

MINIMUM SPECIFICATIONS

GENERAL

ENGINE.

Minimum four (4) cylinder Turbo Charged and charged air cooled with gross 60 HP at minimum at 2600rpm.

Air Cleaner - Dual Element with Electronic restriction indicator.

Power take off (PTO)- power Gear minimum 40 pto horse power.

Fuel Type - Diesel

Cooling system - Liquid

Lubrication - pressurized.

TRANSMISSION. Hydrostatic transmission, Cruise control standard, Differential lock yes.

STEERING. Hydrostatic power.

BRAKES. Multi plate wet-disk.

TIRES. Front Minimum – 10/16.5 Industrial R4

Rear Minimum – 16.9/24 Industrial R4

HITCH. **Category 1** Three point hitch and drawbar with lift capacity; minimum of 2,200 pounds.

FUEL SYSTEM. **Diesel** - Direct injection with minimum 13 gallon fuel tank with canister type fuel filter and water separator.

HYDRAULIC SYSTEM. Open center hydraulics with tandem gear pump with 3 remote control valves available.

2 rear hydraulic couplers.

POWER TAKE OFF. Rear 540 at 2600 rpm.

Control is independent 540 P.T.O. to be one lever, enabling operator to engage and disengage without stopping tractor. (P.T.O. to be fully independent with a speed of 540 RPM minimum).

PTO Horse power should be minimum 50.

TRACTOR SHALL BE EQUIPPED WITH MECHANICAL FRONT WHEEL DRIVE.

COOLING SYSTEM. Liquid.

ELECTRICAL SYSTEM. Tractor shall have a 12 volt direct electrical start with a minimum of two (2) front and two (2) rear work lights, two (2) separate front driving lights, two (2) separate combination stop and tail lights, front and rear, turn and flashing signals and have a lighted instrument panel.

OPERATOR STATION - CAB AND EQUIPMENT. The cab shall have fully enclosed steel sound suppression, hard cab and provide roll-over protection. Cab shall have heater, defroster on front and rear windshields, washer/wiper with mist control, dome light, floor mat, tinted safety glass, dual inside rear view mirrors, two (2) outside mirrors. Operator seat should be air suspension that adjusts for operators height, weight, leg reach and back angle. Seat belt and arm rests shall be included. Air conditioning temperature differential tractor shall have a 12 volt direct electrical start with a minimum of two (2) front and two (2) rear work lights, two (2) separate front driving lights, two (2) separate combination stop and tail lights, front and rear, turn and flashing signals and have a lighted instrument panel. AM-FM radio, back-up alarm, cab mounted beacon light, and horn.

INSTRUMENTATION. Cab instrumentation shall include dash-mounted gauges or monitor system to include transmission oil temperature, transmission, oil pressure, fuel, engine coolant temperature, engine oil pressure, electric hour meter, electric voltage, engine RPM. Engine oil pressure system shall include audible or visual warning.

LOADER ATTACHMENT. Mechanical self-Leveling, Quick detachable loader from tractor with 6ft. Bucket, also equipped with skid steer adapter so we can use our existing implements. (grapple fork and pallet forks)

WARRANTY. Successful bidder shall state warranty of machine being bid.

A. Standard Warranty _____

B. Extended Warranty _____

REPAIR PARTS AND SERVICE. The successful bidder shall provide a service area within 45 miles of the City of Scottsbluff, Scottsbluff, NE. Successful bidder shall guarantee no more than 48 hour parts and service for major components.

MANUALS. Successful bidder shall provide one (1) copy of operators manual, one (1) copy of parts manual and one (1) repair manual.

DEMONSTRATION. At the request of the city the vendor shall demonstrate his tractor at a location chosen by the city and in the presence of an authorized customer representative to verify the machine being bid.

DELIVERY. Bidder shall state approximate date of delivery of machine being bid. Shall be F.O.B. Parks Department, 1114 South Beltline High way west, Scottsbluff, NE.

Specify Delivery Date _____

BID FORM
FOR FURNISHING
ONE, NEW TRACTOR WITH LOADER ATTACHMENT

Mayor and City Council
Scottsbluff, Nebraska

I (we) have examined the Notice to Bidders, dated March 7, 2022, Instructions to Bidders and the Specifications, and submit the following bid to furnish one, new tractor with loader attachment.

One _____ Bid Price: \$ _____
Year Make Model #

Less Trade in:

2018 Massey Ferguson MF2706e

AG3M27060HKM1331

(Model – Serial Number)

\$ _____
Trade -In Value

Total Cost – Bid Price with Trade in: \$ _____

My Bid for the above described tractor with loader attachment - less trade-in is:

(amount written out fully)

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

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

Signature of the Bidder: _____

Name of the Bidder: _____

Company Represented by the Bidder: _____

Address of the Bidder: _____

Telephone Number of the Bidder: _____

MAILING LIST

For

ONE, TRACTOR WITH LOADER

Sandberg Implement
160085 Highway 71
Gering, NE 69341
(308-436-2179)

21st Century Equipment LLC
Cathy Segelke
Governmental Procurement/Sales
18793 US Hwy 6
Sterling, CO 80751
970-522-6697 EXT 71242
970-467-2580
csegelke@21stcenturyequip.com

HorizonWest, Inc.
2401 W. 20th
Scottsbluff, NE 69361
(308-635-3727)

Brown Company
900 E Valley Road
Torrington, Wyo. 82240
(307-532-7876)

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Claims1

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

Staff Contact: Liz Loutzenhiser, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
Vendor: 10123 - 26 GROUP, LLC		
Fund: 321 - TIF PROJECTS		
TIF - 26 GROUP FUEL 1/31/22	DEBT SVC (INT) - TIF	1,549.15
Fund 321 - TIF PROJECTS Total:		1,549.15
Vendor 10123 - 26 GROUP, LLC Total:		1,549.15
Vendor: 00743 - 3M COMPANY		
Fund: 212 - TRANSPORTATION		
PAVEMENT MARKING TAPE - A...	STREET REPAIR SUPPLIES	3,239.49
ADHESIVE FOR PAVEMENT TA...	STREET REPAIR SUPPLIES	948.48
Fund 212 - TRANSPORTATION Total:		4,187.97
Vendor 00743 - 3M COMPANY Total:		4,187.97
Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	277.71
Fund 713 - CASH & INVESTMENT POOL Total:		277.71
Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:		277.71
Vendor: 07593 - AIRPORT DEVELOPMENT, LLC		
Fund: 321 - TIF PROJECTS		
TIF - AIRPORT REDEV 1/31/22	DEBT SVC (INT) - TIF	402.11
Fund 321 - TIF PROJECTS Total:		402.11
Vendor 07593 - AIRPORT DEVELOPMENT, LLC Total:		402.11
Vendor: 10212 - AKAJRV 314, LLC		
Fund: 321 - TIF PROJECTS		
TIF 1/31/22 AULICK REDEV	DEBT SVC (INT) - TIF	1,248.31
Fund 321 - TIF PROJECTS Total:		1,248.31
Vendor 10212 - AKAJRV 314, LLC Total:		1,248.31
Vendor: 00152 - AMERICAN PUBLIC WORKS ASSOCIATION		
Fund: 212 - TRANSPORTATION		
1 YEAR MEMBERSHIP FOR PUBL...	MEMBERSHIPS	246.67
Fund 212 - TRANSPORTATION Total:		246.67
Fund: 631 - WASTEWATER		
MEMBERSHIPS	MEMBERSHIPS	246.66
Fund 631 - WASTEWATER Total:		246.66
Fund: 641 - WATER		
MEMBERSHIPS	MEMBERSHIPS	246.67
Fund 641 - WATER Total:		246.67
Vendor 00152 - AMERICAN PUBLIC WORKS ASSOCIATION Total:		740.00
Vendor: 06781 - ASSURITY LIFE INSURANCE CO		
Fund: 713 - CASH & INVESTMENT POOL		
LIFE INS	LIFE INS EE PAYABLE	32.95
Fund 713 - CASH & INVESTMENT POOL Total:		32.95
Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:		32.95
Vendor: 00295 - B & H INVESTMENTS, INC		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	13.25
BLDG MAINT-PD	BUILDING MAINTENANCE	13.25
Dep. Sup. -LIBRARY	DEPARTMENT SUPPLIES	72.50
BLDG MAINT-PD	BUILDING MAINTENANCE	7.50
BLDG MAINT-PD	BUILDING MAINTENANCE	7.50

Expense Approval Report

Post Dates: 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
Dep. Sup. -LIBRARY	DEPARTMENT SUPPLIES	49.50
Fund 111 - GENERAL Total:		163.50
Fund: 212 - TRANSPORTATION		
SUPP - WATER	DEPARTMENT SUPPLIES	51.50
SUPP - WATER	DEPARTMENT SUPPLIES	27.50
Fund 212 - TRANSPORTATION Total:		79.00
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	27.50
DEPT SUPPLIES	DEPARTMENT SUPPLIES	15.00
DEPT SUP	DEPARTMENT SUPPLIES	15.50
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	22.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		80.00
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	274.05
DEPT SUP	DEPARTMENT SUPPLIES	15.50
Fund 631 - WASTEWATER Total:		289.55
Vendor 00295 - B & H INVESTMENTS, INC Total:		612.05
Vendor: 00271 - B&C STEEL CORPORATION		
Fund: 621 - ENVIRONMENTAL SERVICES		
EQUIPMENT MTNC	EQUIPMENT MAINTENANCE	88.25
Fund 621 - ENVIRONMENTAL SERVICES Total:		88.25
Vendor 00271 - B&C STEEL CORPORATION Total:		88.25
Vendor: 00538 - BARCO MUNICIPAL PRODUCTS INC		
Fund: 212 - TRANSPORTATION		
SIGN MATERIAL - 30" YIELD FAC...	DEPARTMENT SUPPLIES	378.85
SIGN MATERIAL - 36" YIELD FAC...	DEPARTMENT SUPPLIES	457.16
Fund 212 - TRANSPORTATION Total:		836.01
Vendor 00538 - BARCO MUNICIPAL PRODUCTS INC Total:		836.01
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	342.84
Monthly Energy Bill	HEATING FUEL	243.53
Monthly Energy Bill	HEATING FUEL	243.53
Monthly Energy Bill	HEATING FUEL	96.31
Monthly Energy Bill	HEATING FUEL	374.14
Monthly Energy Bill	HEATING FUEL	448.49
Monthly Energy Bill	HEATING FUEL	168.23
Monthly Energy Bill	HEATING FUEL	35.02
Fund 111 - GENERAL Total:		1,952.09
Fund: 212 - TRANSPORTATION		
Monthly Energy Bill	HEATING FUEL	1,563.24
Fund 212 - TRANSPORTATION Total:		1,563.24
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	686.06
Fund 621 - ENVIRONMENTAL SERVICES Total:		686.06
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	142.83
Fund 641 - WATER Total:		142.83
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:		4,344.22
Vendor: 00405 - BLUFFS FACILITY SOLUTIONS		
Fund: 111 - GENERAL		
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES	76.47
DEPT/JANIT SUPPL-PD	DEPARTMENT SUPPLIES	76.47
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES	54.50
DEPT/JANIT SUPPL-PD	JANITORIAL SUPPLIES	54.50
Jan. Sup.	JANITORIAL SUPPLIES	117.98

Expense Approval Report

Post Dates: 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
Jan. Sup.	JANITORIAL SUPPLIES	119.90
JANITORIAL SUPP PARK	JANITORIAL SUPPLIES	79.08
DEPT SUPP PARK	DEPARTMENT SUPPLIES	48.00
Fund 111 - GENERAL Total:		626.90
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	153.93
Fund 621 - ENVIRONMENTAL SERVICES Total:		153.93
Vendor 00405 - BLUFFS FACILITY SOLUTIONS Total:		780.83
Vendor: 08833 - BNSF RAILWAY COMPANY		
Fund: 111 - GENERAL		
INSTALL 16' CROSSING SURFACE... PATHWAY		1,837.08
Fund 111 - GENERAL Total:		1,837.08
Vendor 08833 - BNSF RAILWAY COMPANY Total:		1,837.08
Vendor: 09926 - BROWN CO		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	1,207.40
Fund 111 - GENERAL Total:		1,207.40
Vendor 09926 - BROWN CO Total:		1,207.40
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Cont. Svcs.	CONTRACTUAL SERVICES	141.29
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	55.17
CONTRACT/DEPT SUPPL-PD	DEPARTMENT SUPPLIES	1.77
CONTRACT/DEPT SUPPL-PD	CONTRACTUAL SERVICES	59.00
Fund 111 - GENERAL Total:		257.23
Fund: 212 - TRANSPORTATION		
MONTHLY CHARGE FOR PRINTER	CONTRACTUAL SERVICES	26.00
PRINTER OVERAGE CHARGE	CONTRACTUAL SERVICES	28.70
Fund 212 - TRANSPORTATION Total:		54.70
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:		311.93
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
FEBRUARY CELLULAR PHONE	CELLULAR PHONE	322.31
CELL PHONES-PD	PHONE & INTERNET	1,446.74
Fund 111 - GENERAL Total:		1,769.05
Vendor 07911 - CELLCO PARTNERSHIP Total:		1,769.05
Vendor: 02396 - CITIBANK N.A.		
Fund: 111 - GENERAL		
BUSINESS CARDS - QUINTANA	DEPARTMENT SUPPLIES	17.09
DEPT SUPPL/POSTAGE-PD	DEPARTMENT SUPPLIES	5.49
DEPT SUPPL/POSTAGE-PD	POSTAGE	72.12
DEPT SUPP PARK	DEPARTMENT SUPPLIES	48.46
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	11.99
Fund 111 - GENERAL Total:		155.15
Fund: 212 - TRANSPORTATION		
POSTAGE TO MAIL PACKAGE	POSTAGE	20.55
Fund 212 - TRANSPORTATION Total:		20.55
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	107.24
DEPT SUPPLIES	DEPARTMENT SUPPLIES	34.99
Fund 621 - ENVIRONMENTAL SERVICES Total:		142.23
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	107.24
DEPT SUP	DEPARTMENT SUPPLIES	129.99
Fund 631 - WASTEWATER Total:		237.23

Expense Approval Report

Post Dates: 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	106.60
	Fund 641 - WATER Total:	106.60
	Vendor 02396 - CITIBANK N.A. Total:	661.76
Vendor: 05859 - CITIBANK, N.A.		
Fund: 111 - GENERAL		
BLDG MAINT-PD	BUILDING MAINTENANCE	16.51
BLDG MAINT-PD	BUILDING MAINTENANCE	16.51
	Fund 111 - GENERAL Total:	33.02
Fund: 212 - TRANSPORTATION		
SUPP - NUTS, BOLTS, WASHERS,...	DEPARTMENT SUPPLIES	126.01
	Fund 212 - TRANSPORTATION Total:	126.01
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	349.00
DEPT SUPP CEM	DEPARTMENT SUPPLIES	90.63
DEPT SUPP CEM	DEPARTMENT SUPPLIES	15.73
	Fund 213 - CEMETERY Total:	455.36
	Vendor 05859 - CITIBANK, N.A. Total:	614.39
Vendor: 00367 - CITY OF SCB		
Fund: 111 - GENERAL		
POSTAGE-PD	POSTAGE	58.00
	Fund 111 - GENERAL Total:	58.00
	Vendor 00367 - CITY OF SCB Total:	58.00
Vendor: 00267 - CONTRACTORS MATERIALS INC.		
Fund: 111 - GENERAL		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	58.80
DEPT SUPP PARK	DEPARTMENT SUPPLIES	10.29
	Fund 111 - GENERAL Total:	69.09
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	109.76
	Fund 621 - ENVIRONMENTAL SERVICES Total:	109.76
	Vendor 00267 - CONTRACTORS MATERIALS INC. Total:	178.85
Vendor: 06749 - CONTRYMAN ASSOCIATES, P.C.		
Fund: 111 - GENERAL		
AUDIT SERVICES - FINAL BILLING	AUDIT	2,000.00
	Fund 111 - GENERAL Total:	2,000.00
Fund: 212 - TRANSPORTATION		
AUDIT SERVICES - FINAL BILLING	AUDIT	3,000.00
	Fund 212 - TRANSPORTATION Total:	3,000.00
Fund: 224 - ECONOMIC DEVELOPMENT		
AUDIT SERVICES - FINAL BILLING	AUDIT	3,500.00
	Fund 224 - ECONOMIC DEVELOPMENT Total:	3,500.00
Fund: 311 - DEBT SERVICE		
AUDIT SERVICES - FINAL BILLING	AUDIT	3,000.00
	Fund 311 - DEBT SERVICE Total:	3,000.00
Fund: 621 - ENVIRONMENTAL SERVICES		
AUDIT SERVICES - FINAL BILLING	AUDIT	6,500.00
	Fund 621 - ENVIRONMENTAL SERVICES Total:	6,500.00
Fund: 631 - WASTEWATER		
AUDIT SERVICES - FINAL BILLING	AUDIT	6,500.00
	Fund 631 - WASTEWATER Total:	6,500.00

Expense Approval Report

Post Dates: 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
Fund: 641 - WATER		
AUDIT SERVICES - FINAL BILLING	AUDIT	6,500.00
Fund 641 - WATER Total:		6,500.00
Vendor 06749 - CONTRYMAN ASSOCIATES, P.C. Total:		31,000.00
Vendor: 09824 - CORE & MAIN LP		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	987.48
Fund 641 - WATER Total:		987.48
Vendor 09824 - CORE & MAIN LP Total:		987.48
Vendor: 03321 - DALE'S TIRE & RETREADING, INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
VEHICLE MTNC	VEHICLE MAINTENANCE	932.16
Fund 621 - ENVIRONMENTAL SERVICES Total:		932.16
Vendor 03321 - DALE'S TIRE & RETREADING, INC. Total:		932.16
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE		
Fund: 111 - GENERAL		
Monthly Long Distance	PHONE & INTERNET	5.31
Monthly Long Distance	PHONE & INTERNET	7.28
Monthly Long Distance	PHONE & INTERNET	0.62
Monthly Long Distance	PHONE & INTERNET	1.99
Monthly Long Distance	PHONE & INTERNET	6.10
Monthly Long Distance	PHONE & INTERNET	11.00
Monthly Long Distance	PHONE & INTERNET	41.19
Monthly Long Distance	PHONE & INTERNET	12.42
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	2.35
Fund 111 - GENERAL Total:		90.61
Fund: 212 - TRANSPORTATION		
Monthly Long Distance	PHONE & INTERNET	6.93
Fund 212 - TRANSPORTATION Total:		6.93
Fund: 213 - CEMETERY		
Monthly Long Distance	PHONE & INTERNET	3.12
Fund 213 - CEMETERY Total:		3.12
Fund: 224 - ECONOMIC DEVELOPMENT		
Monthly Long Distance	PHONE & INTERNET	9.75
Fund 224 - ECONOMIC DEVELOPMENT Total:		9.75
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Long Distance	PHONE & INTERNET	2.62
Fund 621 - ENVIRONMENTAL SERVICES Total:		2.62
Fund: 631 - WASTEWATER		
Monthly Long Distance	PHONE & INTERNET	7.02
Fund 631 - WASTEWATER Total:		7.02
Fund: 641 - WATER		
Monthly Long Distance	PHONE & INTERNET	7.64
Fund 641 - WATER Total:		7.64
Fund: 661 - STORMWATER		
Monthly Long Distance	PHONE & INTERNET	1.10
Fund 661 - STORMWATER Total:		1.10
Fund: 721 - GIS SERVICES		
Monthly Long Distance	PHONE & INTERNET	0.74
Fund 721 - GIS SERVICES Total:		0.74
Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:		129.53
Vendor: 10279 - EAKES INC		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	19.99

Expense Approval Report

Post Dates: 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
DEPT SUPP ADM	DEPARTMENT SUPPLIES	202.06
Dep. Sup.	DEPARTMENT SUPPLIES	141.63
Fund 111 - GENERAL Total:		363.68
Fund: 212 - TRANSPORTATION		
FIRST AID KIT SUPPLIES	DEPARTMENT SUPPLIES	2.26
Fund 212 - TRANSPORTATION Total:		2.26
Vendor 10279 - EAKES INC Total:		365.94
Vendor: 06947 - ENFORCEMENT VIDEO, LLC		
Fund: 111 - GENERAL		
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	405.00
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	180.00
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	225.00
Fund 111 - GENERAL Total:		810.00
Vendor 06947 - ENFORCEMENT VIDEO, LLC Total:		810.00
Vendor: 09927 - FARMERS STATE BANK		
Fund: 321 - TIF PROJECTS		
TIF - ELITE HEALTH 1/31/22	DEBT SVC (INT) - TIF	4,753.98
Fund 321 - TIF PROJECTS Total:		4,753.98
Vendor 09927 - FARMERS STATE BANK Total:		4,753.98
Vendor: 02460 - FASTENAL COMPANY		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	222.30
Fund 111 - GENERAL Total:		222.30
Vendor 02460 - FASTENAL COMPANY Total:		222.30
Vendor: 07574 - FAT BOYS TIRE AND AUTO		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	15.00
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	8.00
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,027.80
VEH MAINT PARK	VEHICLE MAINTENANCE	826.00
Fund 111 - GENERAL Total:		1,876.80
Fund: 212 - TRANSPORTATION		
TIRE REPAIR ON D. TRUCK	VEHICLE MAINTENANCE	100.94
Fund 212 - TRANSPORTATION Total:		100.94
Vendor 07574 - FAT BOYS TIRE AND AUTO Total:		1,977.74
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	242.97
Fund 641 - WATER Total:		242.97
Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:		242.97
Vendor: 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF		
Fund: 212 - TRANSPORTATION		
SEAL ASSEY FOR D. TRUCK	VEHICLE MAINTENANCE	38.58
TUBE INJECTOR FOR D. TRUCK	VEHICLE MAINTENANCE	158.45
Fund 212 - TRANSPORTATION Total:		197.03
Fund: 621 - ENVIRONMENTAL SERVICES		
VEHICLE MTNC	VEHICLE MAINTENANCE	4.25
Fund 621 - ENVIRONMENTAL SERVICES Total:		4.25
Fund: 641 - WATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	30.82
Fund 641 - WATER Total:		30.82
Vendor 00794 - FLOYD'S TRUCK CENTER SCOTTSBLUFF Total:		232.10

Expense Approval Report

Post Dates: 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC		
Fund: 111 - GENERAL		
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	70.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	220.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	75.00
TOW SERVICE-PD	CONTRACTUAL SERVICES	170.00
Fund 111 - GENERAL Total:		1,215.00
Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total:		1,215.00
Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	307.99
VEH MAINT-PD	VEHICLE MAINTENANCE	51.97
Fund 111 - GENERAL Total:		359.96
Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:		359.96
Vendor: 03133 - FUN EXPRESS, LLC		
Fund: 111 - GENERAL		
SPECIAL EVENT	SPECIAL EVENTS	1,477.92
Fund 111 - GENERAL Total:		1,477.92
Vendor 03133 - FUN EXPRESS, LLC Total:		1,477.92
Vendor: 00887 - FYR-TEK INC		
Fund: 111 - GENERAL		
BREATHING REGULATOR REPAIR	DEPARTMENT SUPPLIES	353.50
Fund 111 - GENERAL Total:		353.50
Vendor 00887 - FYR-TEK INC Total:		353.50
Vendor: 10078 - HARVEST QUEST INTERNATIONAL		
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	4,125.00
Fund 621 - ENVIRONMENTAL SERVICES Total:		4,125.00
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	4,125.00
Fund 631 - WASTEWATER Total:		4,125.00
Vendor 10078 - HARVEST QUEST INTERNATIONAL Total:		8,250.00
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	1,832.57
Fund 641 - WATER Total:		1,832.57
Vendor 04371 - HAWKINS, INC. Total:		1,832.57
Vendor: 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	338.29
Fund 641 - WATER Total:		338.29
Vendor 04299 - HD SUPPLY FACILITIES MAINTENANCE LTD Total:		338.29
Vendor: 05667 - HOA SOLUTIONS, INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	1,754.40
Fund 631 - WASTEWATER Total:		1,754.40
Vendor 05667 - HOA SOLUTIONS, INC Total:		1,754.40

Expense Approval Report

Post Dates: 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	525.00
Fund 111 - GENERAL Total:		525.00
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:		525.00
Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.		
Fund: 111 - GENERAL		
Jan. Sup.	JANITORIAL SUPPLIES	92.80
DEPT SUPP ADM	DEPARTMENT SUPPLIES	56.85
Fund 111 - GENERAL Total:		149.65
Fund: 212 - TRANSPORTATION		
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	53.21
SUPP - MATS, TOWELS	DEPARTMENT SUPPLIES	53.21
Fund 212 - TRANSPORTATION Total:		106.42
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	15.80
DEPT SUPPLIES	DEPARTMENT SUPPLIES	115.25
CONTRACTUAL SVC	CONTRACTUAL SERVICES	15.80
Fund 621 - ENVIRONMENTAL SERVICES Total:		146.85
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	15.80
CONTRACTUAL SVC	CONTRACTUAL SERVICES	15.80
Fund 631 - WASTEWATER Total:		31.60
Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:		434.52
Vendor: 09291 - INGRAM LIBRARY SERVICES INC		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	48.09
Coll.	COLLECTIONS	121.74
Coll.	COLLECTIONS	140.15
Coll.	COLLECTIONS	-10.19
Fund 111 - GENERAL Total:		299.79
Vendor 09291 - INGRAM LIBRARY SERVICES INC Total:		299.79
Vendor: 00733 - INLAND TRUCK PARTS & SERVICE		
Fund: 621 - ENVIRONMENTAL SERVICES		
VEHICLE MTNC	VEHICLE MAINTENANCE	561.87
Fund 621 - ENVIRONMENTAL SERVICES Total:		561.87
Vendor 00733 - INLAND TRUCK PARTS & SERVICE Total:		561.87
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,336.62
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,336.62
WITHHOLDINGS	FICA W/H EE PAYABLE	15,769.56
WITHHOLDINGS	FICA W/H EE PAYABLE	15,769.56
WITHHOLDINGS	FED W/H EE PAYABLE	26,259.82
Fund 713 - CASH & INVESTMENT POOL Total:		66,472.18
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		66,472.18
Vendor: 08525 - INTRALINKS, INC		
Fund: 111 - GENERAL		
DATTO ALTO - LIBR. FEB 2022	CONTRACTUAL SERVICES	218.00
CONTRACT SERVICES - FEB. 2022	CONTRACTUAL SERVICES	1,080.00
CONTRACT SERVICES - PD FEB. ...	CONTRACTUAL SERVICES	292.50
Fund 111 - GENERAL Total:		1,590.50
Fund: 224 - ECONOMIC DEVELOPMENT		
CONTRACT SERVICES - FEB. 2022	CONTRACTUAL SERVICES	90.00
Fund 224 - ECONOMIC DEVELOPMENT Total:		90.00

Expense Approval Report

Post Dates: 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACT SERVICES - FEB. 2022	CONTRACTUAL SERVICES	22.50
Fund 621 - ENVIRONMENTAL SERVICES Total:		22.50
Fund: 641 - WATER		
CONTRACT SERVICES - FEB. 2022	CONTRACTUAL SERVICES	67.50
Fund 641 - WATER Total:		67.50
Fund: 721 - GIS SERVICES		
CONTRACT SERVICES - FEB. 2022	CONTRACTUAL SERVICES	45.00
Fund 721 - GIS SERVICES Total:		45.00
Vendor 08525 - INTRALINKS, INC Total:		1,815.50
Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC		
Fund: 111 - GENERAL		
INTERNET	PHONE & INTERNET	17.95
INTERNET	PHONE & INTERNET	17.95
Fund 111 - GENERAL Total:		35.90
Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total:		35.90
Vendor: 10329 - IRON CLOUD MELISSA		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	62.50
Fund 111 - GENERAL Total:		62.50
Vendor 10329 - IRON CLOUD MELISSA Total:		62.50
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	19.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	34.99
Fund 111 - GENERAL Total:		54.98
Vendor 08067 - JOHN DEERE FINANCIAL Total:		54.98
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	51.96
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	74.88
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	126.34
DEPT SUPP PARK	DEPARTMENT SUPPLIES	70.96
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	163.17
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	749.82
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	93.10
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	410.21
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	204.23
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	75.89
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	66.18
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	6.81
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	2,340.00
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,211.24
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	69.34
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	58.95
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	37.80
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	45.74
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	99.70
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	286.35
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	156.72
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	177.71
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	878.04
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,767.26
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	38.41
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	90.72
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	772.40
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,104.20

Expense Approval Report

Post Dates: 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	69.78
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	4.26
Fund 111 - GENERAL Total:		11,302.17
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	42.23
EQUIP MAINT CEM	EQUIPMENT MAINTENANCE	45.74
Fund 213 - CEMETERY Total:		87.97
Vendor 09474 - JOHN DEERE FINANCIAL Total:		11,390.14
Vendor: 10015 - LUIKENS WELL & PUMP SERVICES INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	3,663.00
Fund 631 - WASTEWATER Total:		3,663.00
Vendor 10015 - LUIKENS WELL & PUMP SERVICES INC Total:		3,663.00
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 215 - SPECIAL PROJECTS		
PROF SERV. 2019 HAIL DAMAGE...INSURED REPAIRS/REPLACE		3,200.00
Fund 215 - SPECIAL PROJECTS Total:		3,200.00
Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:		3,200.00
Vendor: 08190 - MADISON NATIONAL LIFE		
Fund: 111 - GENERAL		
INSURANCE	DISABILITY INSURANCE	539.77
Fund 111 - GENERAL Total:		539.77
Fund: 713 - CASH & INVESTMENT POOL		
INSURANCE	LIFE INS EE PAYABLE	645.22
INSURANCE	DIS INC INS EE PAYABLE	663.09
INSURANCE	LIFE INS ER PAYABLE	676.58
Fund 713 - CASH & INVESTMENT POOL Total:		1,984.89
Vendor 08190 - MADISON NATIONAL LIFE Total:		2,524.66
Vendor: 08317 - MATHESON TRI-GAS INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	40.45
Fund 111 - GENERAL Total:		40.45
Fund: 641 - WATER		
RENT MACHINES	RENT-MACHINES	61.49
Fund 641 - WATER Total:		61.49
Vendor 08317 - MATHESON TRI-GAS INC Total:		101.94
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	7.11
BUILDING MTNC	BUILDING MAINTENANCE	199.07
BUILDING MTNC	BUILDING MAINTENANCE	39.14
DEPT SUPP PARK	DEPARTMENT SUPPLIES	41.97
DEPT SUPPLIES & bUILDING MT...	DEPARTMENT SUPPLIES	28.28
DEPT SUPPLIES & bUILDING MT...	BUILDING MAINTENANCE	54.97
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	313.62
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	14.88
DEPT SUPP PARK	DEPARTMENT SUPPLIES	176.30
DEPT SUPPLIES	DEPARTMENT SUPPLIES	157.20
DEPT SUPP PARK	DEPARTMENT SUPPLIES	268.22
DEPT SUPP PARK	DEPARTMENT SUPPLIES	29.98
LED LIGHT BULBS - STATION	DEPARTMENT SUPPLIES	23.98
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	59.08
GROUND MAINT PARK	GROUNDS MAINTENANCE	469.53
DEPT SUPP PARK	DEPARTMENT SUPPLIES	82.24
GROUND MAINT PARK	GROUNDS MAINTENANCE	495.99

Expense Approval Report

Post Dates: 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
DEPT SUPP PARK	DEPARTMENT SUPPLIES	-21.99
Fund 111 - GENERAL Total:		2,439.57
Fund: 212 - TRANSPORTATION		
COMBO DRILL, WRENCH, EXTE...	DEPARTMENT SUPPLIES	322.86
SUPP - FLUSH HANDLE	DEPARTMENT SUPPLIES	9.99
SUPP - WASHER	DEPARTMENT SUPPLIES	1.49
SUPP - SPRAYER, CHISEL	DEPARTMENT SUPPLIES	30.48
Fund 212 - TRANSPORTATION Total:		364.82
Fund: 213 - CEMETERY		
BLDG MANT CEM	BUILDING MAINTENANCE	110.34
BLDG MAINT CEM	BUILDING MAINTENANCE	16.14
Fund 213 - CEMETERY Total:		126.48
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUPPLIES	DEPARTMENT SUPPLIES	163.45
DEPT SUPPLIES	DEPARTMENT SUPPLIES	24.98
EQUIP MAINT	EQUIPMENT MAINTENANCE	74.93
DEPT SUPPLIES	DEPARTMENT SUPPLIES	10.77
Fund 621 - ENVIRONMENTAL SERVICES Total:		274.13
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	74.92
Fund 631 - WASTEWATER Total:		74.92
Vendor 07628 - MENARDS, INC Total:		3,279.92
Vendor: 07253 - MICHAEL B KEMBEL		
Fund: 621 - ENVIRONMENTAL SERVICES		
BUILDING MTNC	BUILDING MAINTENANCE	306.75
Fund 621 - ENVIRONMENTAL SERVICES Total:		306.75
Vendor 07253 - MICHAEL B KEMBEL Total:		306.75
Vendor: 10304 - MTL COMMODITY CORPORATION		
Fund: 321 - TIF PROJECTS		
TIF MTL COMM. LAUNDROMAT...	DEBT SVC (INT) - TIF	33.59
Fund 321 - TIF PROJECTS Total:		33.59
Vendor 10304 - MTL COMMODITY CORPORATION Total:		33.59
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,582.10
Fund 713 - CASH & INVESTMENT POOL Total:		1,582.10
Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:		1,582.10
Vendor: 06356 - NE DEPT OF HLTH & HUMAN SVCS		
Fund: 111 - GENERAL		
LICENSE-PERMIT	LICENSE/PERMITS	40.00
LICENSE-PERMIT	LICENSE/PERMITS	40.00
Fund 111 - GENERAL Total:		80.00
Vendor 06356 - NE DEPT OF HLTH & HUMAN SVCS Total:		80.00
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 631 - WASTEWATER		
ELECTRICITY	ELECTRIC POWER	14,395.22
ELECTRICITY	ELECTRIC POWER	153.11
Fund 631 - WASTEWATER Total:		14,548.33
Fund: 641 - WATER		
ELECTRICITY	ELECTRIC POWER	4,113.70
ELECTRICITY	ELECTRIC POWER	1,873.61
Fund 641 - WATER Total:		5,987.31
Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:		20,535.64

Expense Approval Report

Post Dates: 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
Vendor: 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC.		
Fund: 111 - GENERAL		
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	90.00
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	235.00
Fund 111 - GENERAL Total:		325.00
Vendor 05373 - NEBRASKA SAFETY & FIRE EQUIPEMENT INC. Total:		325.00
Vendor: 04198 - NEBRASKALAND TIRE, INC		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	20.00
Fund 111 - GENERAL Total:		20.00
Vendor 04198 - NEBRASKALAND TIRE, INC Total:		20.00
Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	9.76
Fund 111 - GENERAL Total:		9.76
Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:		9.76
Vendor: 00864 - OMAHA WORLD- HERALD COMPANY		
Fund: 111 - GENERAL		
Sbscrp.	SUBSCRIPTIONS	717.39
Fund 111 - GENERAL Total:		717.39
Vendor 00864 - OMAHA WORLD- HERALD COMPANY Total:		717.39
Vendor: 08840 - ONE CALL CONCEPTS, INC		
Fund: 212 - TRANSPORTATION		
CONTRACTUAL	CONTRACTUAL SERVICES	22.05
Fund 212 - TRANSPORTATION Total:		22.05
Fund: 631 - WASTEWATER		
CONTRACTUAL	CONTRACTUAL SERVICES	22.05
Fund 631 - WASTEWATER Total:		22.05
Fund: 641 - WATER		
CONTRACTUAL	CONTRACTUAL SERVICES	22.04
Fund 641 - WATER Total:		22.04
Vendor 08840 - ONE CALL CONCEPTS, INC Total:		66.14
Vendor: 09876 - OWEN DEVELOPMENT, LLC		
Fund: 321 - TIF PROJECTS		
TIF - OWEN ORAL SUR REDEV 1...	DEBT SVC (INT) - TIF	368.69
Fund 321 - TIF PROJECTS Total:		368.69
Vendor 09876 - OWEN DEVELOPMENT, LLC Total:		368.69
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	100.00
Fund 641 - WATER Total:		100.00
Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:		100.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	5,491.33
Fund 111 - GENERAL Total:		5,491.33
Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:		5,491.33
Vendor: 10203 - PIVO, INC.		
Fund: 321 - TIF PROJECTS		
TIF HIGH PLAINS BUD REDEV. 1...	DEBT SVC (INT) - TIF	342.21
Fund 321 - TIF PROJECTS Total:		342.21
Vendor 10203 - PIVO, INC. Total:		342.21

Expense Approval Report

Post Dates: 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 321 - TIF PROJECTS		
TIF SCOOTERS 1/31/22	DEBT SVC (INT) - TIF	65.15
TIF - PLATTE VALLEY ADD IMPR....	DEBT SVC (INT) - TIF	623.71
TIF - FAIRFIELD INN REDEV 1/31....	DEBT SVC (INT) - TIF	2,994.60
Fund 321 - TIF PROJECTS Total:		3,683.46
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	10,038.99
Fund 713 - CASH & INVESTMENT POOL Total:		10,038.99
Vendor 01276 - PLATTE VALLEY BANK Total:		13,722.45
Vendor: 00796 - POWERPLAN		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,198.47
Fund 111 - GENERAL Total:		1,198.47
Vendor 00796 - POWERPLAN Total:		1,198.47
Vendor: 09744 - PT HOSE AND BEARING		
Fund: 212 - TRANSPORTATION		
PARTS FOR BACKHOE - HOSES	EQUIPMENT MAINTENANCE	449.74
Fund 212 - TRANSPORTATION Total:		449.74
Fund: 621 - ENVIRONMENTAL SERVICES		
VEHICLE MTNC	VEHICLE MAINTENANCE	160.02
Fund 621 - ENVIRONMENTAL SERVICES Total:		160.02
Vendor 09744 - PT HOSE AND BEARING Total:		609.76
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	216.07
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	38.98
Fund 111 - GENERAL Total:		255.05
Vendor 00266 - QUILL CORPORATION Total:		255.05
Vendor: 04351 - RAY ALLEN MANUFACTURING, LLC		
Fund: 215 - SPECIAL PROJECTS		
K-9 EQUIP-PD	DEPARTMENT SUPPLIES	139.98
Fund 215 - SPECIAL PROJECTS Total:		139.98
Vendor 04351 - RAY ALLEN MANUFACTURING, LLC Total:		139.98
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
HEALTH INS PREM. - MARCH 20...	PREMIUM EXPENSE	46,308.59
CLAIMS	CLAIMS EXPENSE	18,152.23
Fund 812 - HEALTH INSURANCE Total:		64,460.82
Vendor 04089 - REGIONAL CARE INC Total:		64,460.82
Vendor: 00798 - REGISTER OF DEEDS		
Fund: 213 - CEMETERY		
RELEASE OF LIEN SPECIAL ASSES...	LEGAL FEES	10.00
DEED OF BURIAL	LEGAL FEES	10.00
DEED OF BURIAL	LEGAL FEES	10.00
DEED OF BURIAL	LEGAL FEES	10.00
QUIT CLAIM DEED	MISCELLANEOUS	10.00
DEED OF BURIAL	LEGAL FEES	10.00
DEED OF BURIAL	LEGAL FEES	10.00
Fund 213 - CEMETERY Total:		70.00
Vendor 00798 - REGISTER OF DEEDS Total:		70.00

Expense Approval Report

Post Dates: 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
Vendor: 02098 - RJ THOMAS MFG CO, INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	1,837.00
Fund 111 - GENERAL Total:		1,837.00
Vendor 02098 - RJ THOMAS MFG CO, INC Total:		1,837.00
Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT		
Fund: 641 - WATER		
ELECTRIC POWER	ELECTRIC POWER	1,930.30
Fund 641 - WATER Total:		1,930.30
Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:		1,930.30
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	165.77
Fund 713 - CASH & INVESTMENT POOL Total:		165.77
Vendor 00026 - S M E C Total:		165.77
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	300.00
Fund 713 - CASH & INVESTMENT POOL Total:		300.00
Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:		300.00
Vendor: 00704 - SCOTTSBLUFF MOTOR CO, INC		
Fund: 218 - PUBLIC SAFETY		
HIDTA CAR LEASE-PD	DEPARTMENT SUPPLIES	375.00
Fund 218 - PUBLIC SAFETY Total:		375.00
Vendor 00704 - SCOTTSBLUFF MOTOR CO, INC Total:		375.00
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	975.00
Fund 713 - CASH & INVESTMENT POOL Total:		975.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		975.00
Vendor: 00108 - SCOTTSBLUFF WINSUPPLY COMPANY		
Fund: 212 - TRANSPORTATION		
SUPP - BR CLOSET	DEPARTMENT SUPPLIES	9.16
Fund 212 - TRANSPORTATION Total:		9.16
Vendor 00108 - SCOTTSBLUFF WINSUPPLY COMPANY Total:		9.16
Vendor: 00786 - SHERWIN WILLIAMS		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	68.79
Fund 111 - GENERAL Total:		68.79
Vendor 00786 - SHERWIN WILLIAMS Total:		68.79
Vendor: 01031 - SIMON CONTRACTORS		
Fund: 212 - TRANSPORTATION		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	160.63
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	94.50
SAND FOR ICE SLICER	STREET REPAIR SUPPLIES	126.00
SAND FOR ICE SLICER	STREET REPAIR SUPPLIES	209.12
Fund 212 - TRANSPORTATION Total:		590.25
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	394.18
Fund 641 - WATER Total:		394.18
Vendor 01031 - SIMON CONTRACTORS Total:		984.43

Expense Approval Report

Post Dates: 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
Vendor: 00513 - SNELL SERVICES INC.		
Fund: 111 - GENERAL		
ELECTRICAL - 23 CLUB STORAGE...STRUCTURES		7,188.09
	Fund 111 - GENERAL Total:	7,188.09
	Vendor 00513 - SNELL SERVICES INC. Total:	7,188.09
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	140.00
	Fund 641 - WATER Total:	140.00
	Vendor 00054 - STATE HEALTH LAB Total:	140.00
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	840.00
	Fund 111 - GENERAL Total:	840.00
	Vendor 01235 - STATE OF NE. Total:	840.00
Vendor: 06602 - TAMARA REICHERT		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	140.00
	Fund 111 - GENERAL Total:	140.00
	Vendor 06602 - TAMARA REICHERT Total:	140.00
Vendor: 00677 - TERRY D SCOTT		
Fund: 111 - GENERAL		
VEHI MAINT PARK	VEHICLE MAINTENANCE	50.64
	Fund 111 - GENERAL Total:	50.64
	Vendor 00677 - TERRY D SCOTT Total:	50.64
Vendor: 01325 - THE PEAVEY CORP		
Fund: 111 - GENERAL		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	87.24
	Fund 111 - GENERAL Total:	87.24
	Vendor 01325 - THE PEAVEY CORP Total:	87.24
Vendor: 00568 - TWIN CITY AUTO, INC		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	322.00
	Fund 111 - GENERAL Total:	322.00
Fund: 212 - TRANSPORTATION		
BUMPER STOP KIT FOR SNOW P...EQUIPMENT MAINTENANCE		70.41
EYE BOLT FOR SNOW PLOW	EQUIPMENT MAINTENANCE	4.73
BUMPER STOP KIT FOR SNOW P...EQUIPMENT MAINTENANCE		80.86
	Fund 212 - TRANSPORTATION Total:	156.00
	Vendor 00568 - TWIN CITY AUTO, INC Total:	478.00
Vendor: 08821 - TYLER TECHNOLOGIES, INC		
Fund: 111 - GENERAL		
ANNUAL SOFTWARE MAINTEN...	CONTRACTUAL SERVICES	5,001.92
	Fund 111 - GENERAL Total:	5,001.92
Fund: 621 - ENVIRONMENTAL SERVICES		
ANNUAL SOFTWARE MAINTEN...	CONTRACTUAL SERVICES	5,001.93
UB ONLINE FEE (3/1/22 - 3/31/...	CONTRACTUAL SERVICES	116.00
	Fund 621 - ENVIRONMENTAL SERVICES Total:	5,117.93
Fund: 631 - WASTEWATER		
ANNUAL SOFTWARE MAINTEN...	CONTRACTUAL SERVICES	5,001.93
UB ONLINE FEE (3/1/22 - 3/31/...	CONTRACTUAL SERVICES	116.00
	Fund 631 - WASTEWATER Total:	5,117.93
Fund: 641 - WATER		
ANNUAL SOFTWARE MAINTEN...	CONTRACTUAL SERVICES	5,001.93

Expense Approval Report

Post Dates: 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
UB ONLINE FEE (3/1/22 - 3/31/...	CONTRACTUAL SERVICES	116.00
Fund 641 - WATER Total:		5,117.93
Vendor 08821 - TYLER TECHNOLOGIES, INC Total:		20,355.71
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	8,705.00
RETIREMENT	REGULAR RETIRE EE PAY	8,003.50
RETIREMENT	DEFERRED COMP EE PAY	1,427.75
RETIREMENT	DEFERRED COMP EE PAY	2,003.54
RETIREMENT	DEFERRED COMP EE PAY	1,040.00
RETIREMENT	RETIRE FIRE EE PAYABLE	3,008.85
RETIREMENT	RETIRE FIRE EE PAYABLE	5,687.76
RETIREMENT	RETIRE POLICE EE PAY	6,349.28
RETIREMENT	RETIRE POLICE EE PAY	6,998.07
Fund 713 - CASH & INVESTMENT POOL Total:		43,223.75
Vendor 09865 - UNION BANK & TRUST Total:		43,223.75
Vendor: 09840 - UNITED STATES WELDING		
Fund: 621 - ENVIRONMENTAL SERVICES		
CONTRACTUAL SERVICES	CONTRACTUAL SERVICES	48.20
Fund 621 - ENVIRONMENTAL SERVICES Total:		48.20
Vendor 09840 - UNITED STATES WELDING Total:		48.20
Vendor: 08828 - US BANK		
Fund: 111 - GENERAL		
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	98.97
GASOLINE-PD	GASOLINE	48.72
GASOLINE-PD	GASOLINE	52.23
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	11.25
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	113.94
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	112.07
J.BODE RETIREMENT	DEPARTMENT SUPPLIES	174.63
Prgmg.	PROGRAMMING	54.53
Dep. Sup.	DEPARTMENT SUPPLIES	655.00
DEPT SUPP PARK	DEPARTMENT SUPPLIES	127.97
NATIONAL ASSOCIATION OF FIR...	MEMBERSHIPS	65.00
FILE 1099'S	CONTRACTUAL SERVICES	76.86
2ND FILE- 1099'S	CONTRACTUAL SERVICES	159.21
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	633.61
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	633.61
GLUCOSE TEST STRIPS	DEPARTMENT SUPPLIES	106.48
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	75.00
MEMBERSHIPS-PD	MEMBERSHIPS	125.00
NATIONAL REGISTRY EMT - HU...	MEMBERSHIPS	25.00
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	186.00
Dep. Sup.	DEPARTMENT SUPPLIES	50.98
Prgmg.	PROGRAMMING	249.99
NFPA TRAINING COURSE - QUI...	SCHOOL & CONFERENCE	484.20
LARYNGOSCOPE BLADES	DEPARTMENT SUPPLIES	69.22
Prgmg.	PROGRAMMING	69.29
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	229.18
GASOLINE-PD	GASOLINE	55.74
GASOLINE-PD	GASOLINE	36.36
LEAGUE CONF. REGISTRATION -...	SCHOOL & CONFERENCE	387.50
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	1,272.00
Dep. Sup.	DEPARTMENT SUPPLIES	821.63
I-GEL INTUBATION TUBES	DEPARTMENT SUPPLIES	75.28
Bldg. Main.	BUILDING MAINTENANCE	19.92
MEDICAL TRAINING WEBSITE	DEPARTMENT SUPPLIES	97.00
UNIFORMS-PD	UNIFORMS & CLOTHING	62.45

Expense Approval Report

Post Dates: 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	525.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	525.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	346.30
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	29.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	29.00
Prgmg.	PROGRAMMING	38.49
Prgmg.	PROGRAMMING	419.99
Fund 111 - GENERAL Total:		9,428.60
Fund: 631 - WASTEWATER		
VEHICLE MAINT	VEHICLE MAINTENANCE	102.70
VEHICLE MAINT	VEHICLE MAINTENANCE	-80.24
Fund 631 - WASTEWATER Total:		22.46
Vendor 08828 - US BANK Total:		9,451.06
Vendor: 02798 - VINCE KELLEY		
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	250.00
Fund 213 - CEMETERY Total:		250.00
Vendor 02798 - VINCE KELLEY Total:		250.00
Vendor: 00022 - WALMART		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	10.54
Prgmg.	PROGRAMMING	61.86
DEPT SUPP ADM/DS	DEPARTMENT SUPPLIES	121.61
DEPT SUPP ADM/DS	DEPARTMENT SUPPLIES	29.88
Prgmg.	PROGRAMMING	9.41
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	12.48
STATION SUPPLIES, ALCOHOL ...	DEPARTMENT SUPPLIES	51.29
Fund 111 - GENERAL Total:		297.07
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	82.13
Fund 641 - WATER Total:		82.13
Vendor 00022 - WALMART Total:		379.20
Vendor: 00335 - WESTERN NEBRASKA HUMAN RESOURCE MANAGEMENT		
Fund: 111 - GENERAL		
MEMBERSHIP FEE & CONFEREN...	MEMBERSHIPS	30.00
MEMBERSHIP FEE & CONFEREN...	SCHOOL & CONFERENCE	90.00
Fund 111 - GENERAL Total:		120.00
Vendor 00335 - WESTERN NEBRASKA HUMAN RESOURCE MANAGEMENT Total:		120.00
Vendor: 09672 - WESTERN STATES BANK		
Fund: 321 - TIF PROJECTS		
TIF - REGANIS REDEV 1/31/22	DEBT SVC (INT) - TIF	1,076.32
Fund 321 - TIF PROJECTS Total:		1,076.32
Vendor 09672 - WESTERN STATES BANK Total:		1,076.32
Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT		
Fund: 713 - CASH & INVESTMENT POOL		
CHILD SUPPORT	CHILD SUPPORT EE PAY	738.08
Fund 713 - CASH & INVESTMENT POOL Total:		738.08
Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total:		738.08
Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE		
Fund: 713 - CASH & INVESTMENT POOL		
YMCA	YMCA PAY EE	894.00
Fund 713 - CASH & INVESTMENT POOL Total:		894.00
Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total:		894.00

Expense Approval Report

Post Dates: 2/23/2022 - 3/7/2022

Description (Payable)	Account Name	Amount
Vendor: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	18.76
GROUND MAINT PARK	GROUNDS MAINTENANCE	221.52
GROUND MAINT PARK	GROUNDS MAINTENANCE	11.76
GRUND MAINT PARK	GROUNDS MAINTENANCE	14.96
GRUND MAINT PARK	GROUNDS MAINTENANCE	396.00
BLDG MAINT PARK	BUILDING MAINTENANCE	8.67
GROUND MAINT PARK	GROUNDS MAINTENANCE	66.00
GROUND MAINT PAR	GROUNDS MAINTENANCE	495.00
DEPT SUPP PARK	DEPARTMENT SUPPLIES	44.00
DEPT SUPP PARK	DEPARTMENT SUPPLIES	37.84
DEPT SUPP PARK	DEPARTMENT SUPPLIES	13.35
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	24.00
Fund 111 - GENERAL Total:		1,351.86
Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total:		1,351.86
Grand Total:		377,288.49

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	68,768.77	539.77
212 - TRANSPORTATION	12,119.75	0.00
213 - CEMETERY	992.93	0.00
215 - SPECIAL PROJECTS	3,339.98	0.00
218 - PUBLIC SAFETY	375.00	0.00
224 - ECONOMIC DEVELOPMENT	3,599.75	0.00
311 - DEBT SERVICE	3,000.00	0.00
321 - TIF PROJECTS	13,457.82	0.00
621 - ENVIRONMENTAL SERVICES	19,462.51	0.00
631 - WASTEWATER	36,640.15	0.00
641 - WATER	24,338.75	0.00
661 - STORMWATER	1.10	0.00
713 - CASH & INVESTMENT POOL	126,685.42	126,685.42
721 - GIS SERVICES	45.74	0.00
812 - HEALTH INSURANCE	64,460.82	18,152.23
Grand Total:	377,288.49	145,377.42

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-51281-142	DISABILITY INSURANCE	539.77	539.77
111-52111-111	DEPARTMENT SUPPLIES	400.51	0.00
111-52111-112	DEPARTMENT SUPPLIES	174.63	0.00
111-52111-121	DEPARTMENT SUPPLIES	29.88	0.00
111-52111-141	DEPARTMENT SUPPLIES	870.31	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,734.22	0.00
111-52111-151	DEPARTMENT SUPPLIES	1,791.24	0.00
111-52111-171	DEPARTMENT SUPPLIES	3,282.86	0.00
111-52111-172	DEPARTMENT SUPPLIES	244.28	0.00
111-52121-141	JANITORIAL SUPPLIES	54.50	0.00
111-52121-142	JANITORIAL SUPPLIES	54.50	0.00
111-52121-151	JANITORIAL SUPPLIES	330.68	0.00
111-52121-171	JANITORIAL SUPPLIES	79.08	0.00
111-52134-172	SPECIAL EVENTS	1,477.92	0.00
111-52163-142	INVESTIGATIVE EXPENSES	87.24	0.00
111-52181-142	UNIFORMS & CLOTHING	62.45	0.00
111-52222-151	COLLECTIONS	299.79	0.00
111-52223-151	PROGRAMMING	903.56	0.00
111-52225-151	SUBSCRIPTIONS	717.39	0.00
111-52311-112	MEMBERSHIPS	30.00	0.00
111-52311-141	MEMBERSHIPS	90.00	0.00
111-52311-142	MEMBERSHIPS	125.00	0.00
111-52411-142	POSTAGE	130.12	0.00
111-52511-142	GASOLINE	193.05	0.00
111-53111-111	CONTRACTUAL SERVICES	236.07	0.00
111-53111-116	CONTRACTUAL SERVICES	6,592.42	0.00
111-53111-142	CONTRACTUAL SERVICES	7,667.83	0.00
111-53111-151	CONTRACTUAL SERVICES	141.29	0.00
111-53111-172	CONTRACTUAL SERVICES	325.00	0.00
111-53311-111	AUDIT	2,000.00	0.00
111-53421-141	BUILDING MAINTENANCE	37.26	0.00
111-53421-142	BUILDING MAINTENANCE	37.26	0.00
111-53421-151	BUILDING MAINTENANCE	544.92	0.00
111-53421-171	BUILDING MAINTENANCE	84.57	0.00
111-53421-172	BUILDING MAINTENANCE	293.18	0.00
111-53441-111	EQUIPMENT MAINTENAN...	55.17	0.00
111-53441-142	EQUIPMENT MAINTENAN...	1,109.94	0.00
111-53441-171	EQUIPMENT MAINTENAN...	13,920.58	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53451-142	VEHICLE MAINTENANCE	379.96	0.00
111-53451-171	VEHICLE MAINTENANCE	2,406.04	0.00
111-53471-171	GROUNDS MAINTENANCE	2,170.76	0.00
111-53521-111	HEATING FUEL	342.84	0.00
111-53521-141	HEATING FUEL	243.53	0.00
111-53521-142	HEATING FUEL	339.84	0.00
111-53521-151	HEATING FUEL	374.14	0.00
111-53521-171	HEATING FUEL	448.49	0.00
111-53521-172	HEATING FUEL	203.25	0.00
111-53561-111	PHONE & INTERNET	5.31	0.00
111-53561-112	PHONE & INTERNET	7.28	0.00
111-53561-114	PHONE & INTERNET	0.62	0.00
111-53561-115	PHONE & INTERNET	1.99	0.00
111-53561-121	PHONE & INTERNET	6.10	0.00
111-53561-141	PHONE & INTERNET	11.00	0.00
111-53561-142	PHONE & INTERNET	1,487.93	0.00
111-53561-151	PHONE & INTERNET	12.42	0.00
111-53561-171	PHONE & INTERNET	20.30	0.00
111-53561-172	PHONE & INTERNET	20.30	0.00
111-53571-141	CELLULAR PHONE	322.31	0.00
111-53711-112	SCHOOL & CONFERENCE	90.00	0.00
111-53711-114	SCHOOL & CONFERENCE	387.50	0.00
111-53711-141	SCHOOL & CONFERENCE	484.20	0.00
111-53711-142	SCHOOL & CONFERENCE	3,149.02	0.00
111-54311-171	STRUCTURES	7,188.09	0.00
111-54391-171	PATHWAY	1,837.08	0.00
111-59211-172	LICENSE/PERMITS	80.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,523.68	0.00
212-52171-212	STREET REPAIR SUPPLIES	4,523.09	0.00
212-52311-212	MEMBERSHIPS	246.67	0.00
212-52411-212	POSTAGE	20.55	0.00
212-53111-212	CONTRACTUAL SERVICES	76.75	0.00
212-53311-212	AUDIT	3,000.00	0.00
212-53441-212	EQUIPMENT MAINTENAN...	605.74	0.00
212-53451-212	VEHICLE MAINTENANCE	297.97	0.00
212-53491-212	STREET MAINTENANCE	255.13	0.00
212-53521-212	HEATING FUEL	1,563.24	0.00
212-53561-212	PHONE & INTERNET	6.93	0.00
213-52111-213	DEPARTMENT SUPPLIES	747.59	0.00
213-52999-213	MISCELLANEOUS	10.00	0.00
213-53211-213	LEGAL FEES	60.00	0.00
213-53421-213	BUILDING MAINTENANCE	126.48	0.00
213-53441-213	EQUIPMENT MAINTENAN...	45.74	0.00
213-53561-213	PHONE & INTERNET	3.12	0.00
215-52111-142	DEPARTMENT SUPPLIES	139.98	0.00
215-52931-111	INSURED REPAIRS/REPLA...	3,200.00	0.00
218-52111-142	DEPARTMENT SUPPLIES	375.00	0.00
224-53111-113	CONTRACTUAL SERVICES	90.00	0.00
224-53311-111	AUDIT	3,500.00	0.00
224-53561-113	PHONE & INTERNET	9.75	0.00
311-53311-111	AUDIT	3,000.00	0.00
321-57222-111	DEBT SVC (INT) - TIF	13,457.82	0.00
621-52111-621	DEPARTMENT SUPPLIES	4,903.37	0.00
621-53111-621	CONTRACTUAL SERVICES	5,242.23	0.00
621-53311-621	AUDIT	6,500.00	0.00
621-53421-621	BUILDING MAINTENANCE	306.75	0.00
621-53441-621	EQUIPMENT MAINTENAN...	163.18	0.00
621-53451-621	VEHICLE MAINTENANCE	1,658.30	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
621-53521-621	HEATING FUEL	686.06	0.00
621-53561-621	PHONE & INTERNET	2.62	0.00
631-52111-631	DEPARTMENT SUPPLIES	4,377.73	0.00
631-52311-631	MEMBERSHIPS	246.66	0.00
631-53111-631	CONTRACTUAL SERVICES	5,445.63	0.00
631-53311-631	AUDIT	6,500.00	0.00
631-53441-631	EQUIPMENT MAINTENAN...	5,492.32	0.00
631-53451-631	VEHICLE MAINTENANCE	22.46	0.00
631-53531-631	ELECTRIC POWER	14,548.33	0.00
631-53561-631	PHONE & INTERNET	7.02	0.00
641-52111-641	DEPARTMENT SUPPLIES	1,908.68	0.00
641-52117-641	SAMPLES	240.00	0.00
641-52311-641	MEMBERSHIPS	246.67	0.00
641-52411-641	POSTAGE	242.97	0.00
641-52611-641	CHEMICALS	1,832.57	0.00
641-53111-641	CONTRACTUAL SERVICES	5,207.47	0.00
641-53311-641	AUDIT	6,500.00	0.00
641-53441-641	EQUIPMENT MAINTENAN...	30.82	0.00
641-53521-641	HEATING FUEL	142.83	0.00
641-53531-641	ELECTRIC POWER	7,917.61	0.00
641-53561-641	PHONE & INTERNET	7.64	0.00
641-53631-641	RENT-MACHINES	61.49	0.00
661-53561-661	PHONE & INTERNET	1.10	0.00
713-21512	MEDICARE W/H EE PAYAB...	8,673.24	8,673.24
713-21513	FICA W/H EE PAYABLE	31,539.12	31,539.12
713-21514	FED W/H EE PAYABLE	26,259.82	26,259.82
713-21517	POL UNION DUES EE PAY	975.00	975.00
713-21518	FIRE UNION DUES EE PAY	300.00	300.00
713-21523	LIFE INS EE PAYABLE	678.17	678.17
713-21524	SMEC EE PAYABLE	165.77	165.77
713-21527	WAGE ATTACHMENT EE ...	277.71	277.71
713-21528	REGULAR RETIRE EE PAY	16,708.50	16,708.50
713-21529	DEFERRED COMP EE PAY	4,471.29	4,471.29
713-21531	RETIRE FIRE EE PAYABLE	8,696.61	8,696.61
713-21533	RETIRE POLICE EE PAY	13,347.35	13,347.35
713-21534	DIS INC INS EE PAYABLE	663.09	663.09
713-21539	CHILD SUPPORT EE PAY	2,320.18	2,320.18
713-21540	YMCA PAY EE	894.00	894.00
713-21541	HSA EE PAYABLE	10,038.99	10,038.99
713-21723	LIFE INS ER PAYABLE	676.58	676.58
721-53111-721	CONTRACTUAL SERVICES	45.00	0.00
721-53561-721	PHONE & INTERNET	0.74	0.00
812-53861-112	PREMIUM EXPENSE	46,308.59	0.00
812-53862-112	CLAIMS EXPENSE	18,152.23	18,152.23
Grand Total:		377,288.49	145,377.42

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	360,114.59	145,377.42
2118652931	3,200.00	0.00
2122152111	139.98	0.00
21852111142	375.00	0.00
3121657222	402.11	0.00
3121757222	1,076.32	0.00
3121857222	2,994.60	0.00
3122057222	4,753.98	0.00
3122157222	368.69	0.00
3122257222	623.71	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
3122357222	1,549.15	0.00
3122457222	342.21	0.00
3122557222	65.15	0.00
3122657222	1,248.31	0.00
3122857222	33.59	0.00
6002053561	1.10	0.00
Grand Total:	377,288.49	145,377.42

UB REFUNDS 3-7-22

Account #	Contact	Service Address	Refund Amount
045-6076-08	JOSH TAYLOR	1714 16TH AVE SCOTTSBLUFF NE 69361	13.17
035-2959-05	ALLY PROPERTY MANAGEMENT	313 W 15TH ST SCOTTSBLUFF NE 69361	31.57
2			\$44.74

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Pub. Hear.1

Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class C Liquor License for X-Treme Fun, LLC d/b/a X-Treme Fun, 1702 17th Avenue, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

Agenda Statement

Item No.

For meeting of: March 7, 2022

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class C Liquor License application from X-Treme Fun, LLC d/b/a X-Treme Fun, 1702 17th Ave, Scottsbluff, NE.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

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

EXHIBITS

Resolution ☒

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) ☐ Application, Memorandums, Exhibits

Exhibit #1 – Application of X-Treme Fun, LLC d/b/a X-Treme Fun, 1702 17th Ave, Scottsbluff, NE.

Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2016

Exhibit #3 – Written Statement of Police Chief

Exhibit #4 – Written Statement of City Clerk

Exhibit #5 – Written Statement of Development Services

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

Amber Brannan
230909 County Road J
Scottsbluff, NE 69361

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License
Class: C

License Number:

124723

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Office Use only
JAN 10 2022

Date Stamp HERE ONLY
Do not stamp on the following pages
**NEBRASKA LIQUOR
CONTROL COMMISSION**

Office Use Only

NEW / REPLACING

TOP Yes / No

Hot List Yes / No

Initial: KF

PLEASE READ CAREFULLY

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

APPLICANT NAME Craig & Amber Brannan X-Treme Fun LLC

TRADE (DBA) NAME X-Treme Fun LLC

PREVIOUS TRADE (DBA) NAME _____

CONTACT PHONE NUMBER 308 765-9260

CONTACT EMAIL ADDRESS Amber.brannan@hotmail.com

CTG

7-1-24

Class Type?
Lease LLC name
Form 116
Business Plan

Office use only

PAYMENT TYPE Check 1075

AMOUNT \$400 RCPT _____

RECEIVED: AS

DATE DEPOSITED _____



2200001120

RECEIVED

FORM 100
REV 8/4/21
PAGE 1

DIRECTIONS

Each item must be included with your application

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

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

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

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

CHOOSE TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

Name _____ Phone Number _____

Firm Name _____

Email address _____

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

FORM 100
REV 8/4/21
PAGE 3

Trade Name (doing business as) X-Treme Fun LLC
Street Address 1702 17th Ave
City Scottsbluff County Scottsbluff Zip Code 69361
Premises Telephone number 308 633-2695 +2795
Business e-mail address Amber.brannan@hotmail.com
Is this location inside the city/village corporate limits YES ☒ NO ☐

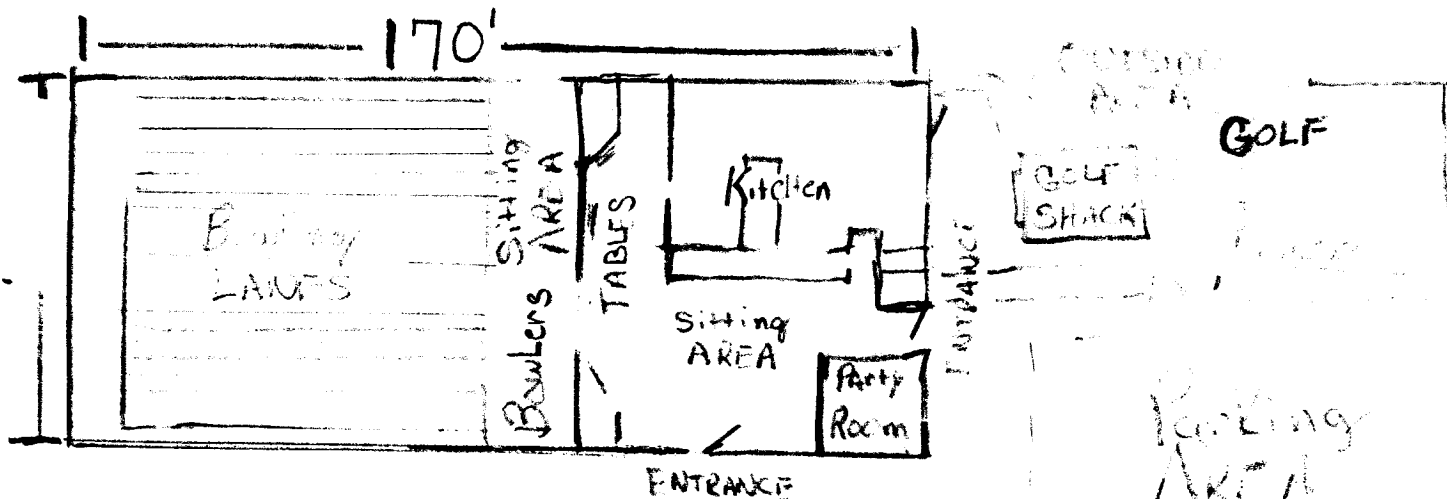
MAILING ADDRESS (where you want to receive mail from the Commission)
Check if same as premises

Name Craig Brannan
Street Address 230909 CR. J County Scottsbluff
City Scottsbluff State NE Zip Code 69361 +7203

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

Building length 170 x width 100 in feet
Is there a basement? Yes ☐ No ☒ If yes, length x width in feet
Is there an outdoor area? Yes ☐ No ☒ If yes, length x width in feet

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



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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

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

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

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

 YES ✓ NO

If yes, provide business name and license number _____

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

 YES ✓ NO

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

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

 YES ✓ NO

If yes

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

a) Submit a copy of the business purchase agreement

b) Include a list of alcohol being purchased, list the name brand, container size and how many

c) Submit a list of the furniture, fixtures and equipment

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

_____ YES ☒ NO

If yes, list the lender(s) _____

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

_____ YES ☒ NO

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

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

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

_____ YES ☒ NO

If yes, list such item(s) and the owner. _____

✓ 8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

_____ YES ☒ NO

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

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

_____ YES ☒ NO

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

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

US Bank, Platte Valley Bank Craig & Amber Brannan

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

N/A

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

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

Experience

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

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

☒ Lease expiration date 7-1-2024
☐ Deed
☐ Purchase Agreement

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

15. What will be the main nature of business? Entertainment - bowling Alley

16. What are the anticipated hours of operation? Monday - Thursday - 4-9 pm Sat 10 am - midnight Sun 1-8 pm

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

RESIDENCE FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE		YEAR FROM TO		SPOUSE CITY & STATE	
230909 CR J	Scottsbluff NE	11/18	Current	230909 CR J Scottsbluff NE	11/18 Current
2365 Ambush Ranch Rd	Rapid City SD	11/18	11/19	2360 Ambush Ranch Rd Rapid City	
1115 Primrose dr	Scottsbluff NE 69361	11/14	11/17	1115 Primrose Dr. Scottsbluff NE	11/14 11/17
1311 Idlewyld dr	Scottsbluff NE 69361	7/12	11/14	1311 Idlewyld Dr Scottsbluff NE	7/12 11/14

If necessary, attach a separate sheet

Continue address

Applicant - 1718 Ave J
Scottsbluff, NE 69361
7/2003 - 7/2012

Spouse - 1718 Ave J
Scottsbluff NE 69361
7/2003 - 7/2012

**SIGNATURE PAGE –
PLEASE READ CAREFULLY**

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

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

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

**Must be signed in the presence of a notary public by applicant(s) and spouse(s).
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

Amber Brannan

Signature of **APPLICANT**

(Do not sign until in the presence of the Notary Public)

Amber Brannan

Printed Name of **APPLICANT**

State of Nebraska, County of Scotts Bluff

The foregoing instrument was acknowledged before me this

January 4, 2022

(Date)

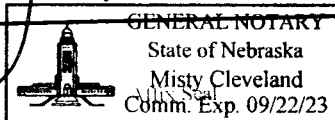
By

Amber Brannan

Name of person(s) signing document in front of Notary

Misty Cleveland

Notary Public Signature



Signature of **SPOUSE**

(Do not sign until in the presence of the Notary Public)

Printed Name of **SPOUSE**

State of Nebraska, County of _____

The foregoing instrument was acknowledged before me this

(Date)

By

Name of person(s) signing document in front of Notary

Notary Public Signature

Affix Seal

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

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

Office Use

RECEIVED

JAN 10 2022

**NEBRASKA LIQUOR
CONTROL COMMISSION**

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form **MUST** be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Corporate Service Center, Inc

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

X-Treme Fun LLC

LLC Address: 1702 17th Ave

City: Scottsbluff State: NE Zip Code: 69361 +2795

LLC Phone Number: 308 633 2695 LLC Fax Number: X

Name of Managing/Contact Member

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

Last Name: Brannan First Name: Amber MI: R

Home Address: 230909 ER J County Road City: Scottsbluff

State: NE Zip Code: 69361 +7203 Home Phone Number: 308-765-9260

Amber Brannan

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska Scotts Bluff
County of Scotts Bluff

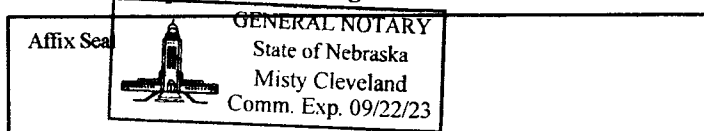
January 4, 2022
Date

[Signature]

The foregoing instrument was acknowledged before me this

by Amber Brannan

name of person acknowledge



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

X Last Name: Brannan First Name: Craig MI: A
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): Amber R Brannan
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership 100%

Last Name: Brannan First Name: Amber MI: R
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Spouse Full Name (indicate N/A if single): Craig A Brannan
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Percentage of member ownership 100%

* spouse

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

☐ YES

☒ NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #. _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

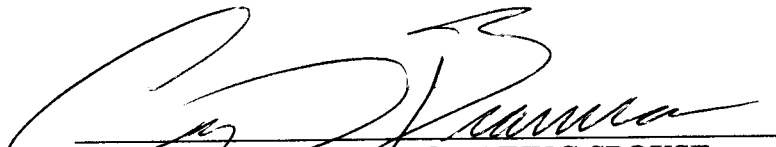
**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

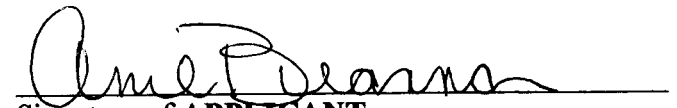
NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use
RECEIVED
JAN 10 2022
NEBRASKA LIQUOR CONTROL COMMISSION

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

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


Signature of **NON-PARTICIPATING SPOUSE**
CRAIG BRANNAN
Print Name


Signature of **APPLICANT**
Amber Brannan
Print Name

State of Nebraska, County of Scotts Bluff

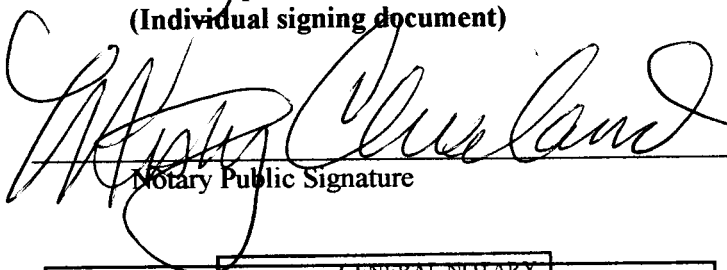
State of Nebraska, County of Scotts Bluff

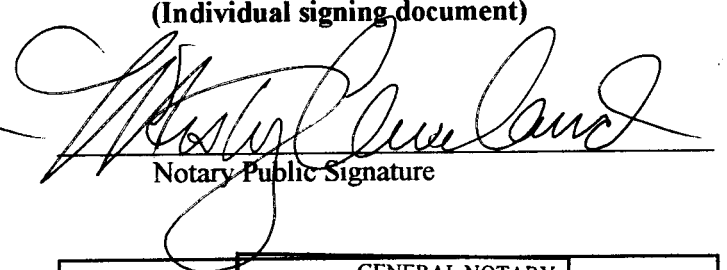
The foregoing instrument was acknowledged before me
this January 5, 2022 (date)

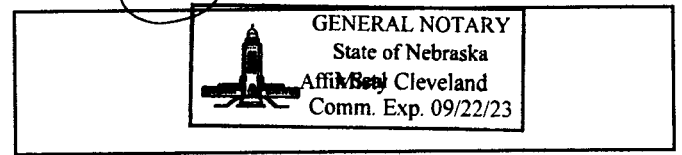
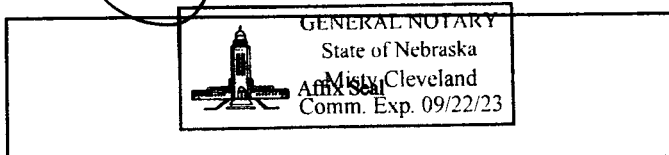
The foregoing instrument was acknowledged before me
this January 4, 2022 (date)

by Craig Brannon
Name of person acknowledged
(Individual signing document)

by Amber Brannan
Name of person acknowledged
(Individual signing document)


Notary Public Signature


Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

Nebraska Secretary of State

X-TREME FUN, LLC

Mon Jan 10 12:43:04 2022

SOS Account Number

2108266999

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

CORPORATE SERVICE CENTER, INC.

12020 SHAMROCK PLZ., STE 200

OMAHA, NE 68154-3537

Designated Office Address

1702 17TH AVENUE

SCOTTSBLUFF, NE 69361

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Aug 30 2021

Next Report Due Date

Jan 01 2023

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	Aug 30 2021	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation**\$6.50**

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

Purchase Now

**CERTIFICATE OF ORGANIZATION
OF
X-TREME FUN, LLC
A NEBRASKA LIMITED LIABILITY COMPANY**

The undersigned person(s) hereby form a limited liability company under the NE Uniform Limited Liability Company Act and adopt as the Certificate of Organization of such limited liability company the following:

I. NAME. The name of the Limited Liability Company shall be:

X-TREME FUN, LLC

II. REGISTERED AGENT. The name and business address of agent for service of process in Nebraska shall be:

CORPORATE SERVICE CENTER, INC.
12020 Shamrock Plz., Ste 200
Omaha, NE 68154-3537

III. DURATION. The period of its duration shall be perpetual from the date of filing of the Certificate of Organization with the Secretary of State of the State of Nebraska

IV. MANAGEMENT OF THE COMPANY. This Company shall be managed by the Manager.

Amber Brannan

The Manager listed above has been named as Manager of this Company, by consent of the Member(s), and shall have all powers, duties and responsibilities as outlined in the Operating Agreement. Only the Manager or Managing Member(s) can bind the Company, Non-Managing Members have no authority to bind it. The Manager, Member or Managing Member shall have the following official Mailing Address: 1702 17th Avenue, Scottsbluff, NE 69361

V. INITIAL DESIGNATED OFFICE. The Initial Designated Office shall be: 1702 17th Avenue, Scottsbluff, NE 69361

VI. PURPOSE. The purpose for which the limited liability company is organized shall be as follows:

The Company shall have unlimited power to engage in and do any lawful act concerning any or all lawful business for which limited liability companies may be organized according to the laws of the State of Nebraska, excluding banking and insurance, including all powers and purposes now and hereafter permitted by law to a limited liability company.

VII. BUSINESS CONTINUANCE. Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or occurrence of any other event which terminates the continued membership of a member in the Company, the remaining members of the Company may continue the business of the Company upon unanimous agreement as provided in the Operating Agreement of the Company.

VIII. ADDITION AND REMOVAL OF MEMBERS. Additional members may be admitted at such times and on such terms and conditions as all members may unanimously agree and as provided in the Operating Agreement of the Company. The members may be expelled or removed only in the manner provided in the Company's Operating Agreement.

IX. INDEMNIFICATION. The Company shall indemnify an individual made a party to any proceeding that results from his or her relationship as a manager, officer, organizer, employee or agent of the Company against liability incurred in the proceeding if:

- A. He/she conducted himself/herself in good faith
- B. He/she reasonably believed that his/her conduct was in or at least not opposed to the Company's best interest and
- C. In the case of any criminal proceeding, he/she had no reasonable cause to believe his/her conduct was unlawful.

Indemnification shall also be provided for an individual's conduct with respect to an employee benefit plan if the individual reasonably believed his/her conduct to be in the interests of the participants in and beneficiaries of such plan.

The Company shall pay for or reimburse the reasonable expenses incurred by a manager, officer, organizer, employee, or agent of the Company who is a party to a proceeding in advance of final disposition of the proceeding if:

- A. The individual furnishes the Company with a written affirmation of his/her good faith belief that he/she has met the standard of conduct described herein
- B. The individual furnishes the Company a written undertaking executed personally or on his behalf to repay the advance if it is ultimately determined that he/she did not meet the standard of conduct and
- C. A determination is made that the facts then known to those making the determination would not preclude indemnification under the law. The undertaking required by this paragraph shall be an unlimited general obligation, but need not be secured and may be accepted without reference to financial ability to make repayment.

The indemnification and advance of expenses authorized herein shall not be exclusive to any other rights to which any manager, officer, organizer, employee or agent may be entitled under any bylaw, agreement, and vote of members or disinterested managers or otherwise. The Certificate of Organization shall not be interpreted to limit in any manner the indemnification or right to advancement for expenses of an individual who would otherwise be entitled thereto.

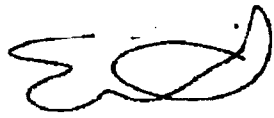
These Certificate of Organization shall be interpreted as mandating indemnification and advancement of expenses to the extent permitted by law.

In addition to the foregoing, the Company shall indemnify and save the organization harmless for all acts taken by them as organizers of the Company, and shall pay all costs and expenses incurred by or imposed upon them as a result of the same, including compensation based upon the usual charges for expenditures required of them in pursuit of the defense against any liability arising on the account of acting as organizers or on the account enforcing the indemnification right hereunder, and the Company releases them from all liability for any such act as organizers not involving willful or grossly negligent misconduct.

X. PREEMPTIVE RIGHTS. The members of the Company have preemptive rights only in the manner specified in the Operating Agreement.

ORGANIZER. This Company is organized by the undersigned.

Eliana Garcia
1450 Vassar St
Reno, NV 89502



Signature of Organizer

8/23/21

Date

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

JAN 10 2022

**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

MANAGER MUST:

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

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

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

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

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

BARCODE

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

JAN 10 2022

**NEBRASKA LIQUOR
CONTROL COMMISSION**

MUST BE:

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

Name of Corporation/LLC: X-Treme Fun

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

Premise Trade Name/DBA: X-Treme Fun

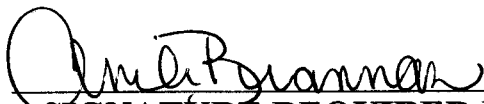
Premise Street Address: 1702 17th Ave

City: Scottsbluff County: Scottsbluff Zip Code: 69361

Premise Phone Number: 308-633-2695

Premise Email address: Amber.brannan

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



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Last Name: Brannan First Name: Amber MI: R
 Home Address: 230909 CR J County Road
 City: Scottsbluff County: Scottsbluff Zip Code: 69361
 Home Phone Number: 308-765-9260
 Driver's License Number & State: [REDACTED] Nebraska
 Social Security Number: [REDACTED]
 Date Of Birth: [REDACTED] Place Of Birth: Scottsbluff NE
 Email address: Amber.brannan@hotmail.com

☒ YES

☐ NO

Spouse

Spouses Last Name: Brannan First Name: Craig MI: A
 Social Security Number: [REDACTED]
 Driver's License Number & State: [REDACTED] Nebraska
 Date Of Birth: [REDACTED] Place Of Birth: Scotts bluff, NE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
230909 CR J Scottsbluff, NE ⁶⁹³⁶¹	November 2018	Current	230909 CR J Scottsbluff NE 69361	November 2018	Current
2360 Ambush Ranch Rd Rapid City SD 57703	November 2017	November 2018	2360 Ambush Ranch Rd Rapid City SD 57703	November 2017	November 2018
1115 Primrose Dr Scottsbluff NE 69361	November 2014	November 2017	1115 Primrose Dr. Scottsbluff NE 69361	November 2014	November 2017
1311 Idlewyld Dr. Scottsbluff NE 69361	July 2012	November 2014	1311 Idlewyld Dr. Scottsbluff NE 69361	July 2012	November 2014
1718 Ave J Scottsbluff NE 69361	July 2003	July 2012	1718 Ave J Scottsbluff NE 69361	July 2003	July 2012

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
		None		

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

☐ YES ☒ NO

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

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

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

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

*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

☒ YES

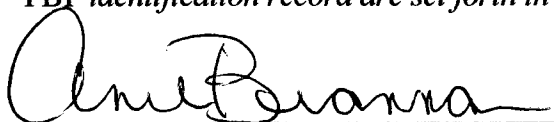
☐ NO

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

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

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

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



Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

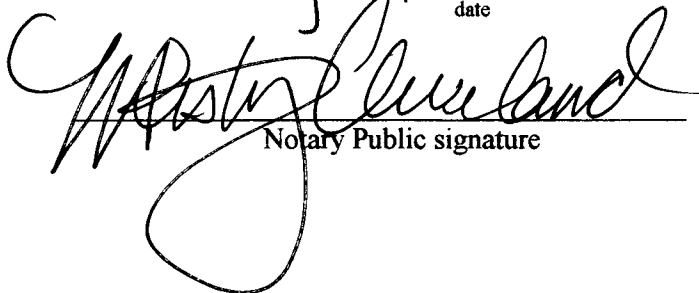
State of Nebraska
County of

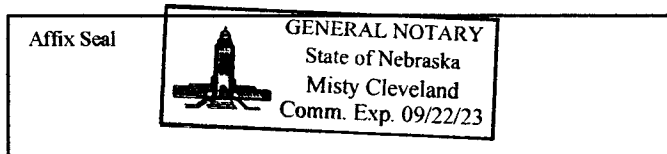
Scotts Bluff

The foregoing instrument was acknowledged before me this

January 4, 2022
date

by - Amber Brannan -
NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

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

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

Office Use only
RECEIVED
JAN 10 2022
Date Stamp HERE ONLY
NEBRASKA LIQUOR CONTROL COMMISSION
Do not stamp here

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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

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

Trade Name X Treme Fun LLC

Name of Person Being Fingerprinted: Amber Brannan

Date of Birth: [REDACTED] Last 4 SSN: 7472

Date fingerprints were taken: 12/14/2021

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

How was payment made to NSP? Ad 1/3/22

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK # _____

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

Amber Brannan

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV JUNE 2021



[Back to Lookup](#) / Registrant Detail

Amber R Brannan

Political Party
Nonpartisan

Precinct
East Winter Creek

Election Details

05/10/2022 2022 NE Primary Election

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

W Ne Community College

1602 E 27th St Scottsbluff, NE 69361



Early Voting Sites

County Admin. Bldg.



1825 10th St. Gering, Ne, NE 69341

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Kelly Sides
Scotts Bluff County Clerk
1825 10th Street
Gering NE 69341
Phone 308-436-6600 Fax 308-436-3178

CERTIFICATE OF REGISTRATION

State of Nebraska)
)
County of Scotts Bluff)

I, Kyna Ballinger, Deputy County Clerk/Election Commissioner do hereby certify that the Voter Registration Register of said County shows the following facts:

Date of Registration: 09/29/2016

Name: Amber Brannan

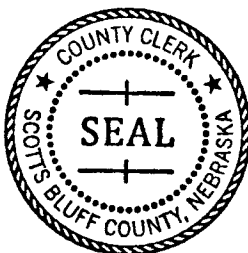
Address: 230909 CR J, Scottsbluff, Ne 69361

Date of Birth: 10/04/1980

Party Affiliation: Nonpartisan

Remarks:

IN WITNESS THEREOF, I have hereunto set my hand and seal at Gering, Nebraska this
_____10th_____ day of December____, 2021__.



County Clerk/Election Commissioner

Kyna Ballinger, Deputy County Clerk
Deputy

Business plan

X-Treme Fun LLC is an entertainment facility where we offer bowling, Laser Tag and birthday parties. We will have bowling leagues and host many types of events. We will have a full concession to accommodate our customers.

Addendum

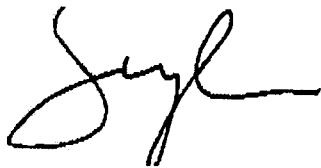
Kuldip Singh (Cheema Investments LLC)

1702 17th Ave Scottsbluff, NE 69361

Craig and Amber Brannan

**Expiration date on the addendum would be the same as the lease.
7-1-2024 Craig and Amber Brannan Sublease the building at 1702
17th Ave Scottsbluff, NE 69361 to
X-Treme Fun LLC on January 16th 2022.**

**Kuldip Singh
Cheema Investments LLC**

 1/16/22

Craig Brannan

 1-16-2022

Amber Brannan

 1-16-22

7-1-2024

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of February, 2021 by and between CHEEMA INVESTMENTS, LLC, a Nebraska Limited Liability company, referred to hereafter as "LANDLORD", and CRAIG BRANNAN and AMBER BRANNAN, Husband and Wife, collectively and jointly and severally, TENANT herein. X
WITNESSETH:

PREMISES

Landlord leases to Tenant and Tenant leases from Landlord the premises located at 1702 17th Avenue, Scottsbluff, Nebraska, legally described as:

Block 4, EAST PORTAL ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska, and, Lot 2, Subdivision of Block 9, EAST PORTAL ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska

The premises has been operated as a bowling alley, and included in the lease is all bowling equipment, pins, pin setting infrastructure, and all shoes, bowling balls, and miscellaneous equipment currently located on or in the premises. Also included is all restaurant equipment and appliances, office equipment, and all other miscellaneous personal property currently located in the premises. Parties shall complete an inventory of personal property located on or in the premises at the time possession under this lease is given to Tenant.

USE OF PREMISES

The Premises shall be used by Tenant for the purpose of operating a bowling alley, restaurant, and family entertainment center, and for such purposes as Tenant shall elect, provided Tenant shall not use or occupy, or permit the use or occupancy of the leased Premises, or any part thereof, in any unlawful manner or for any illegal purpose or

in such manner as to constitute a nuisance or in violation of any provision of this lease, the terms and conditions of any certificate of occupancy applicable to the Premises, or for any purpose or in a manner which may cause structural injury, and shall not use or occupy, or permit the use or occupancy of the Premises, for any purpose not permitted by the laws, rules, regulations, and ordinances of the applicable governmental authorities. The premises, and all equipment and personal property included in this lease shall be maintained by Tenant in a good and serviceable condition, and shall, at the expiration of this lease or any extension or renewal term thereof, be restored to Landlord in its present condition, reasonable wear and tear associated with normal use excepted.

TERM OF LEASE

The Term of this lease shall commence on the date possession of the premises is given to Tenant, and shall continue for a period of Three (3) years, commencing on the 1st day of July, 2021, and continuing for 36 months thereafter. Landlord and Tenant agree that they will discuss renewal or extension of the lease, and or purchase of the premises by Tenant, sixty days before the expiration of the term of this lease, and if a renewal, extension or purchase is agreed to, the parties shall execute a new lease or agreement for the same.

RENT

Tenant shall pay to Landlord as rent for the leased premises, the sum of \$54,000.00, which sum shall be paid in monthly installments of \$1,500.00 each, commencing on July 1, 2021, and a like amount of \$1,500.00 on the first day of each month thereafter for the full 36 month period. Tenant is excused from paying any rent

from the date possession is given to tenant, until July 1, 2021, when the obligation to pay monthly rent commences, an estimated amount of free rent of \$4,500.00.

PAYMENT OF RENT

Tenant shall pay all Rental payments when due and payable, without any setoff, deduction or prior demand therefor whatsoever. Any Rental, or other sum due Landlord under the terms of this Lease, not paid when due shall bear interest from the original due date at the rate of not less than 14% per annum until paid.

TENANTS MAINTENANCE AND REPAIR OF BUILDING

Tenant shall maintain the interior and exterior of the building in a neat and orderly fashion, and shall not allow waste or neglect to diminish the value of the building or detract from its appearance. Tenant shall be responsible for making all necessary repairs to the plumbing, electrical and lighting, and maintenance of the heating system in the building, and to the pin setting equipment, bowling lanes, fire protection system and all other improvements, fixtures, appliances, equipment, and personal property located in the premises. Tenant shall have the responsibility of replacing light bulbs and florescent lighting as the same shall be required during the term of the lease, and keeping and maintaining the parking lot, sidewalks and exterior of the building, including the roof, in good condition. Tenant shall keep the parking lot and walkways free of snow and ice, and in a safe condition for customer and patron use. This lease is to be a "Triple Net" lease, with the Tenant responsible for all necessary repairs and maintenance of the premises, and the parties specifically acknowledge that the amount of rent to be paid to Landlord for the premises for a building of the size and included improvements as the

current premises, has been set and agreed to with recognition of the obligations of Tenant in mind.

ALTERATIONS TO THE PREMISES

Tenant shall not, without the written consent of Landlord, be permitted to make any structural modification to or remodeling of the premises, including by way of example but not limitation, removal or relocating of interior walls, doorways, windows or hallways, removal of wall or floor coverings, lighting fixtures or plumbing fixtures, removal of any bowling alley infrastructure, including lanes and pin setting equipment. Landlord will consider any request of Tenant for permission to remodel or make structural modifications to the premises, and will not unreasonably withhold such consent provided the same shall not diminish the value or utility of the premises, and provided further that Tenant shall provide Landlord with a detailed description of the proposed work and Tenant's plan for restoring the premises at the expiration of the term of this lease. All improvement to the building and premises shall remain with the premises at the expiration of this lease, and shall be the property of Landlord.

UTILITIES

Tenant shall pay all utility charges for water, gas, electricity, sewer, trash removal and other city services and utility charge, accruing during the term of the lease or any extension or renewal thereof, promptly when the same shall be due. In the event any deposits for utilities shall be required, Tenant shall pay the same, and shall cause the utility accounts to be established in Tenant's name.

ASSIGNMENT AND SUBLEASE

Tenant shall not be permitted, without the consent of Landlord, to assign or sublet the premises or any portion thereof, except to a subsidiary or other division of Tenant. Any assignment or sublease shall not relieve Tenant of its obligations to Landlord provided for herein.

TAXES

Landlord shall be responsible for and agrees to pay all real estate taxes and assessments accruing before or during the term of the lease.

INSURANCE

Tenant shall, during the term of this lease agreement, keep in effect casualty and hazard insurance, insuring the premises against loss from fire, flood and other occurrence. Tenant shall additionally purchase and maintain public premises liability insurance in an amount not less than \$1,000,000.00. Tenant shall be responsible for any renters insurance, insuring Tenant's contents and personal property located within the premises. The premium cost for premises liability insurance and casualty and hazard insurance shall be split between the parties. Tenant shall, at the commencement of this lease, provide Landlord with a certificate of insurance *demonstration that tenant has in* full force and effect the required insurance, and the casualty and hazard insurance shall identify Landlord as having the insurable interest. Tenant shall at the time of renewal of such insurance provide Landlord with additional certificates of insurance.

LANDLORD'S RIGHT TO ENTER THE PREMISES

During the term of this lease, Landlord shall have the right to enter the premises at reasonable times to view and inspect the premises, make repairs and alterations which are the responsibility of Landlord, and take such other action as shall be necessary to protect and preserve the integrity and value of the premises.

PURCHASE OF REPLACEMENT PROPERTY

Tenant may, during the term of this lease, purchase additional bowling balls, shoes or other equipment, or purchase additional appliances or other items of personal property to be used in the operation of the bowling alley and restaurant. Personal property, equipment or appliances purchased to replace damaged or destroyed personal property currently in the premises, shall remain in the premises at the expiration of the lease, and be the property of Landlord. Any additional personal property, equipment, appliances, games, arcade property, or other personal property, not affixed to the real estate, shall remain the property of Tenant at the expiration of this lease, and Tenant shall be entitled to remove the same (as long as removal does not cause damage to the premises). Personal property affixed to the real estate, e.g. water softener, water heater, air conditioner units, ceiling lighting, signage, wall and floor coverings, shall remain with the premises at the expiration of the lease, and shall be the property of Landlord. Tenant shall purchase and replace any such personal property and equipment, damaged or destroyed during the term of this lease.

DEFAULT AND TERMINATION

In the event Tenant:

1. Fails or refuses to perform any of its obligations under this lease;
including without limitation, the obligation to pay rent;
2. Breaches any covenant or condition of this lease;
3. Abandons the premises;
4. Files or has filed against it, any case under the Federal Bankruptcy Act;
5. Suffers or allows any event to occur which reasonably impairs its ability to perform the terms of this lease or the value of the premises;

Landlord may terminate this lease effective fifteen (15) days after notice of termination is given Tenant unless Tenant shall, within such period, cure any breach, failure to perform, or cause to be eliminated any condition impairing the premises or Tenant's ability to perform the terms of this lease without interruption. In the event Landlord shall terminate this lease as provided for herein, Tenant shall immediately restore possession of the premises to Landlord, and agrees to and by these presents does assign to Landlord all rents and profits of the premises. Upon termination of the lease as provided for herein, Landlord shall be entitled to maintain any action at law or in equity available to Landlord arising out of the default by Tenant.

RESTORATION OF PREMISES

At the expiration of the term of this lease, unless extended or renewed. Tenant shall restore possession of the premise to Landlord in a clean, neat and orderly fashion, and in the same condition as the same are presently in, reasonable wear and tear associated with normal use excepted, and excepting further any change in condition of the premises caused by remodeling if agreed to by Landlord as provided for herein

LIMITATION OF LANDLORD'S PERSONAL LIABILITY

Tenant specifically agrees to, and by the presents does indemnify and hold Landlord harmless for any claim, cause of action or damage sustained by Landlord arising out of the possession of or use of the premises by Tenant.

ENTIRE AGREEMENT-BINDING EFFECT

This Lease contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. This agreement shall bind the parties, their heirs, assigns except as provided for herein, personal representatives and successors in interest.

Dated this 16 day of April, 2021

Chccma Investments, LLC, Landlord

By: KS
Kuldip Singh, Member/Manager

Craig Brannan
Craig Brannan, Tenant
Amber Brannan
Amber Brannan, Tenant

S T A T E O F N E B R A S K A
LIQUOR CONTROL COMMISSION

MISCELLANEOUS DEPOSIT

LICENSE INFORMATION:

LICENSE NO. 999999

CATEGORY R (R, S, M, D)

RECEIVED FROM:

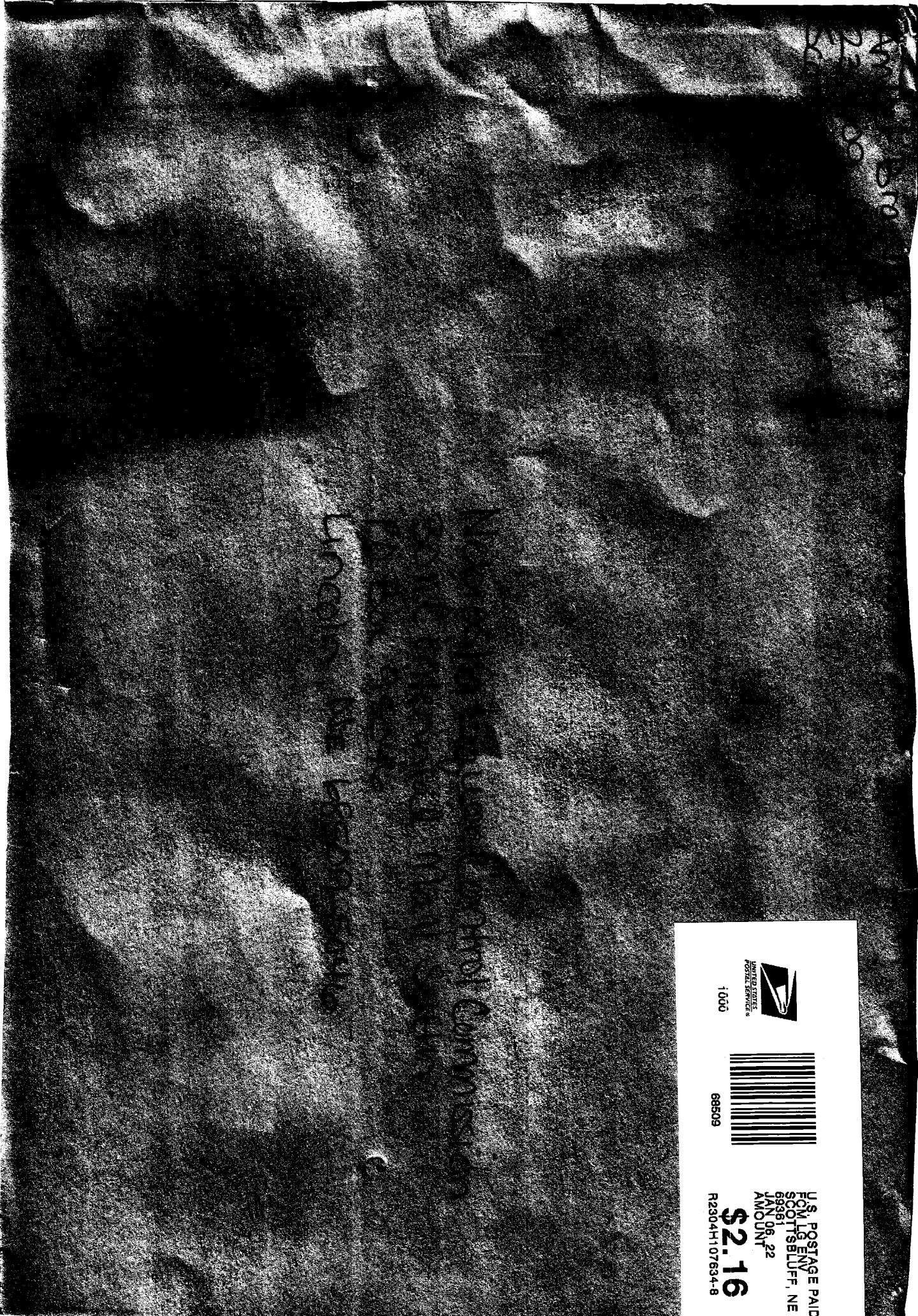
REFERENCE: Craig A Brannan -124723
ck 1075

	CHECK	CASH	CURRENCY
	\$\$\$\$\$\$ ¢¢	\$\$\$\$\$\$ ¢¢	\$\$\$\$\$\$ ¢¢
REMITTANCE AMOUNT:	000400 00		

ACCT	DEPOSIT (+/-)
=====	=====
63.476100	000395 00
67.472201	000005 00

DEPRESS: **ENTER** - PROCESS

PA1 - RETURN TO MENU



Lincoln the person who
was the first to
be elected to the
office of the
Commissioner of
the State of Nebraska

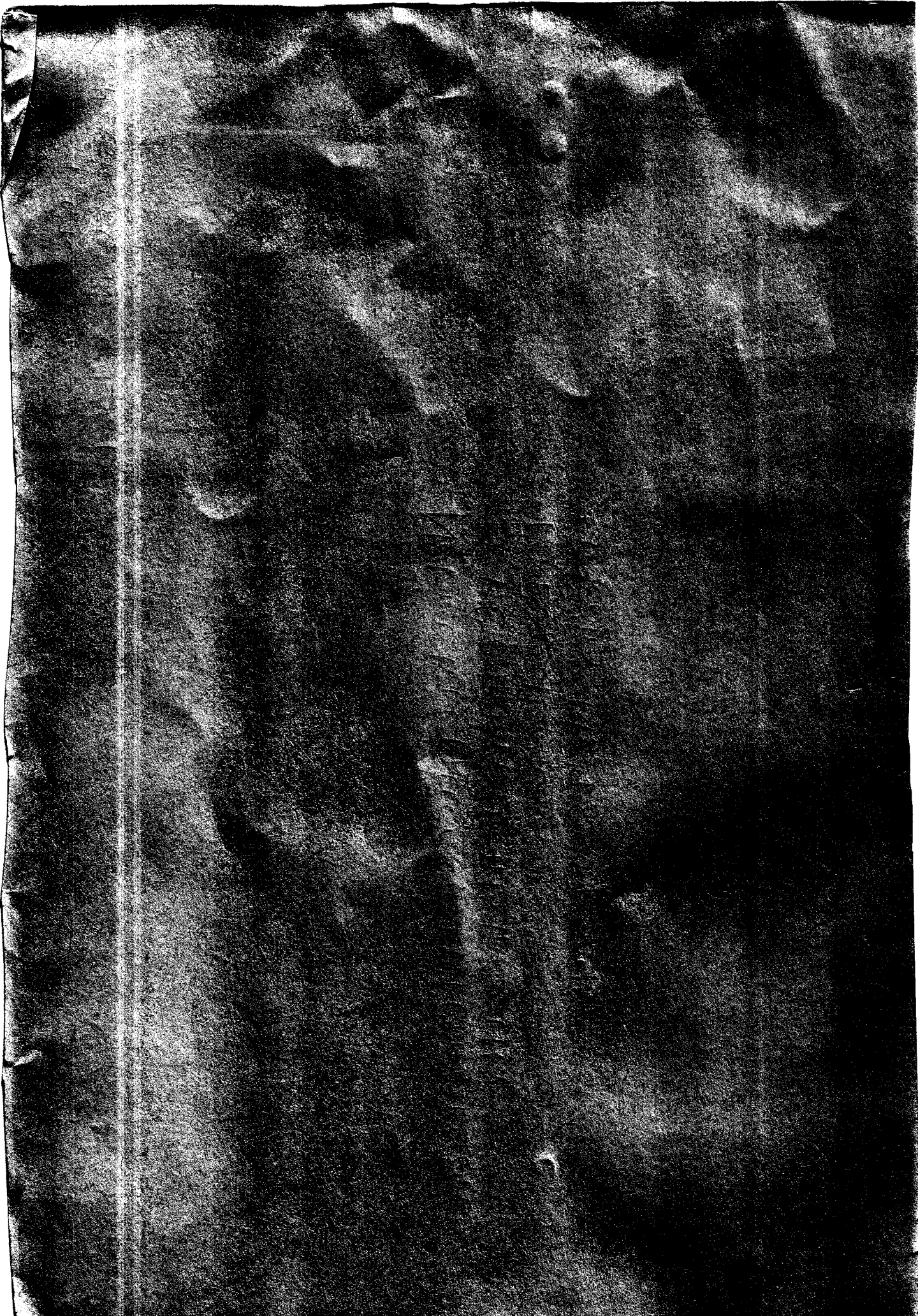


1000



68509

U.S. POSTAGE PAID
FCM LG ENV
SCOTTSBLUFF, NE
69361
JAN 06, 22
AMOUNT
\$2.16
R2304H107634-8



CHECK LIST**Neb. Rev. Stat. §53-132 (Reissue 2016)**

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

- (2)(a) Applicant is fit, willing and able to provide the service proposed.
- (2)(b) Applicant can conform to all laws.
- (2)(c) Applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure conformance with law.
- (2)(d) Issuance of the license is or will be required by the present or future public convenience and necessity.

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

- (3)(b) Citizen's protest.
- (3)(c) Existing population/growth.
- (3)(d) The nature of the neighborhood around the location.
- (3)(e) Existence of other licenses.
- (3)(f) Existing motor vehicle and pedestrian traffic in the vicinity.
- (3)(g) Adequacy of existing law enforcement.
- (3)(h) Zoning restrictions.
- (3)(i) Sanitary conditions.
- (3)(j) Whether the type of business or activity proposed will be consistent with the public interest.

*OTHER COUNCIL CONCERNS

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Kevin E Spencer, Chief of Police
Date: 3/1/2022
Re: Application for Class C Liquor License, number 124723 in the name of X-Treme Fun, LLC dba X-Treme Fun, 1702 17th Ave, Scottsbluff, Nebraska 69361

AUTHORITY: The Scottsbluff Police Department reports specific information to the City Council whenever a liquor license application is presented. The information furnished by the Police Department conforms to Chapter 53, Reissue Revised Statutes of Nebraska 1943, and Section 53-132, which outlines the factors which the Commission may consider in granting a liquor license.

COMMENTARY

53-132: Section 2

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

A background investigation was conducted on Amber Brannan as a means to determine her fitness to hold a liquor license. Amber reported no criminal convictions; no additional information was discovered. Amber reported not having any experience in the alcohol business, but seems to have an adequate plan in place and a willingness to learn.

Considering all the information gathered I find no reason to believe the applicant is not fit to hold a liquor license.

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

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

On Thursday, February 24, 2022 Amber Brannan appeared before the City of Scottsbluff Liquor License Holders Investigatory Board to answer questions regarding her application. Amber told us she will have approximately 15 to 20 employees, and require them to check the identification of anyone under 40 years of age. Amber told us that she will attend training and require her employees who handle alcohol to attend training. Amber said that she was unsure what would happen if an employee sold alcohol to a minor, Amber told us that the employee would be disciplined.

Based on Amber's responses to the questions and comments made by the board, no significant issues arose. **A positive recommendation to council was approved by the board.**

The applicant appears to have the ability and willingness to conform to language within the Nebraska Liquor Control Act.

- (C) The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensed business can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:**

Amber told us that the business does have security cameras and an intrusion alarm. Amber stated that she will be responsible for the inventory and ordering all of the alcohol. Amber added that any overstock of alcohol will be kept in a locked room in the back of the business.

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

The business is a bowling alley that has existed at this location for several years.

SPECIFIC ISSUES COMMISSION MAY CONSIDER

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

There have been no known citizen protests of this business.

- (F) The nature of the neighborhood or community of the location of the proposed licensed premises:**

The business is located at 1702 17th Ave, Scottsbluff, Nebraska. It is the type of business that will attract customers when open, seven days a week Sunday through Saturday. Its location is easily accessible and convenient for customers. I would not anticipate any issues with location.

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

There are no other businesses of this type or nature in the close proximity that have liquor licenses.

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

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

- (I) The adequacy of existing law enforcement:**

The Scottsbluff Police Department is allowed 33 full time officers in the department and handled approximately 17,073 calls for service in 2021. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a priority to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

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

- (K) Adequate staffing and training, as well as close supervision of patrons are important. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.**

EXHIBIT IV

Memo

Date: March 7, 2022

To: Honorable Mayor McKerrigan and Members of the City Council

From: Kimberley Wright, City Clerk

CC: Elizabeth Loutzenhiser & Kevin Spencer, Interim City Managers

Re: X-Treme Fun, LLC d/b/a X-Treme Fun, 1702 17th Ave, Scottsbluff, NE

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

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

Class of License

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

Class A Licenses

Restaurants

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

Total Class A Licenses **1**

Class B Licenses

Convenience Stores

Total Class B Licenses **0**

Class C Licenses

Restaurants

El Charrito Restaurant & Lounge, Inc .
Tangled Tumbleweed
Las VII Americas Tortilleria
Flyover Brewing Company (Catering)
27th Street Bro's, LLC d/b/a Brothers 27th Street Wings and
Burgers (Catering)

802 21st Avenue
1823 Ave. A
1619 East Overland
1824 Broadway
2621 5th Avenue

Hotel/Motel

Holiday Inn Express

1821 Frontage Rd.

Taverns/Lounges

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

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

Retail

Panhandle Cooperative Assn. (Catering)
Kelley's Liquor (Catering)

401 S. Beltline Hwy West
817 West 27th Street

Clubs

Elks BPO Lodge 1367 (Catering)

1614 1st Avenue

Bowling Alleys

TOTAL CLASS C LICENSES 14

Class D Licenses

Grocery Stores

Safeway of Western Nebraska
Panhandle Coop Assn.

601 Broadway
3302 Ave. B

Convenience Stores

East "O" Watering Hole
Scottsbluff Watering Hole
Big Bats
Git N Split
Cheema's Gas & Liquor
Route 26 Mart
Maverik Stores Inc.,
Walgreens
Western Travel Terminal
Essential Fuel

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

Liquor Stores

Dermer's
Cigarette Chain

1311 E Overland Dr.
323 East Overland

Discount/Grocery Stores

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

16

1401 Frontage Rd.
3322 Avenue I

CLASS I LICENSES

Restaurants

Rosita's (Catering)
Applebees
Chili's Grill & Bar
Wonderful House Restaurant
Ole, LLC
San Pedro Mexican Restaurant
Sam & Louie's Pizzeria (Catering)
16TH Empire
Taco Town
Prime Cut
Goonies Sports Bar & Grill

1205 East Overland
2302 Frontage Rd.
826 West 36th St.
829 Ferdinand Plaza
1901 East 20th Street
23 West 27th St.
1522 Broadway
1605 Ave A
1007 West 27th St.
305 West 27th St.
1802 East 20th Place

Hotel/Motel

Hampton Inn & Suites
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26
902 Wintercreek Dr.

TOTAL CLASS I LICENSES 13

CLASS IB LICENSES

Nightclub

Marez, LLC d/b/a Oasis

TOTAL CLASS IB LICENSES

1

1722 Broadway

Class L Licenses

Flyover Brewing Company

TOTAL CLASS L LICENSES

1

1824 Broadway

Class W Licenses

Wholesale

High Plains Budweiser

TOTAL CLASS W LICENSES

1

2810 Ave M

Class Z Licenses

Great Plains Distillery (Catering)

TOTAL CLASS Z LICENSES

1

213 West Railway St.

TOTAL LICENSES	
Class A	1
Class B	0
Class C	14
Class D	16
Class I	13
Class IB	1
Class L	1
Class W	1
Class Z	1
TOTAL LICENSES	48

Memo

Exhibit V

Date: February 17, 2022
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Dustin Reif
Re: Class "C" Liquor License Application
X-treme Fun
1702 17th Ave.
Scottsbluff, NE 69361

Action:

Amber Brannan has applied for a new liquor license in the name of X-treme Fun, located at 1702 17th Ave., Scottsbluff, Ne.

The Development Services Department is required by Article 1, Chapter 11 of the Scottsbluff Municipal Code to report specific information to the Mayor and City Council whenever a liquor license application hearing is held. In accordance with that directive the following information is offered:

- (1) The property at 1702 17th Ave. is situated in a C-2 (Neighborhood and Retail Commercial) zoning district where an indoor amusement center is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) The off-street parking requirements for a bowling alley are six spaces per every lane in the establishment. There are 16 lanes, which would require 96 parking stalls. The parking lot is gravel with no parking lot markings. The lot is very large and should be able to handle 96 automobiles.
- (3) The areas to the East is zoned R4 (Heavy Density Multiple-Family) and C3 (Heavy Commercial). The area to the south is R1a (Single Family). The areas to the North and West are R4 (Heavy Density Multiple-Family).
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The population of Scottsbluff according to the 2020 census is approximately 14,417.

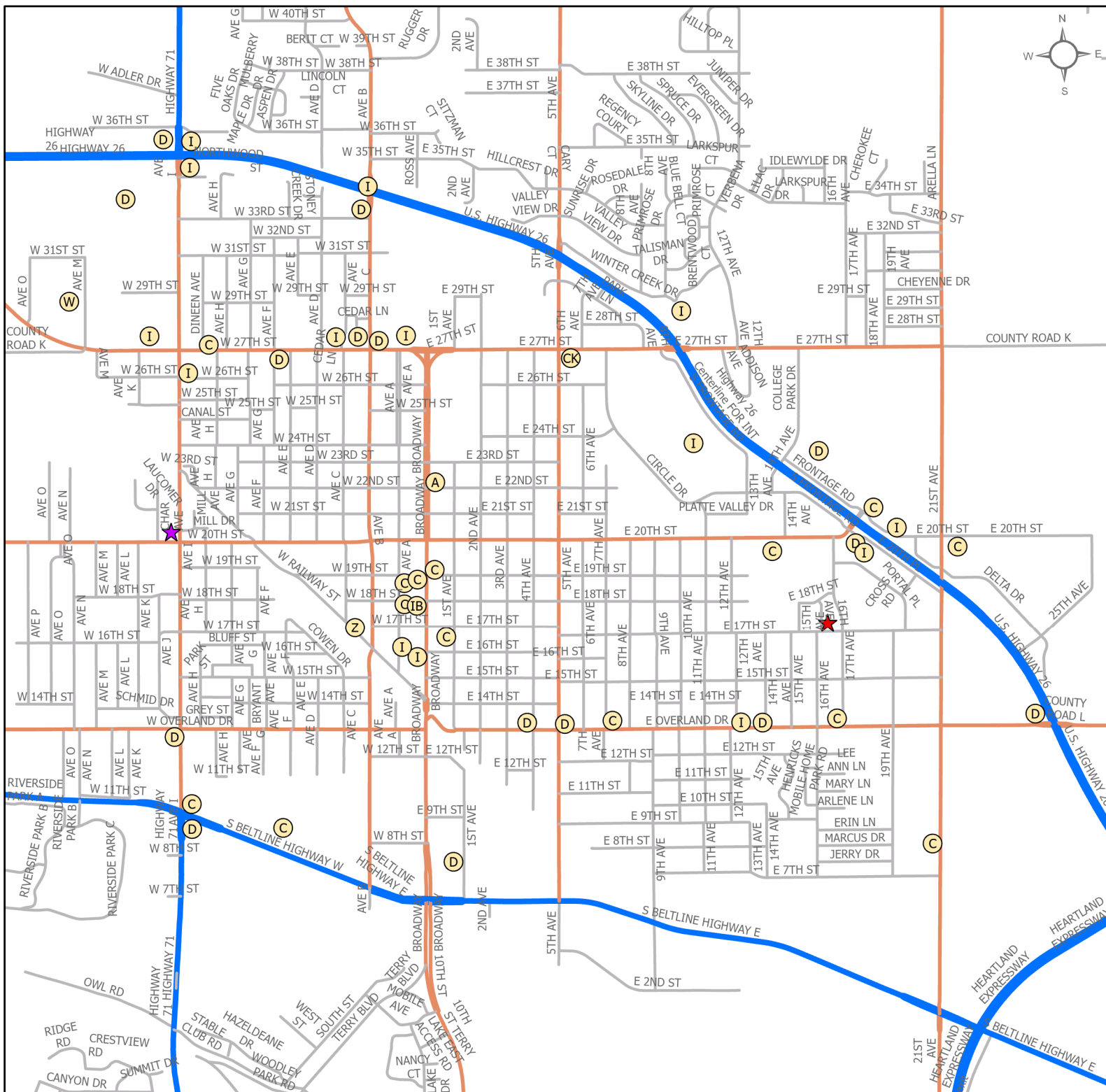
CITY OF SCOTTSBLUFF

Liquor Licenses

- ★ Applicant
X-Treme Fun, LLC d/b/a X-Treme Fun
Type C - 1702 17th Ave
 - ★ Applicant
Grass Retail, LLC d/b/a Shortstop
Type D - 2002 Ave I
 - Current Licensed Properties
 - Highway
 - Main Road
 - Residential/Rural
- | | |
|--------------|---|
| Class A | Beer only, for consumption on premises |
| Class B | Beer only, for consumption off premises |
| Class C | Alcoholic liquors, for consumption on and off premises |
| Class D | Alcoholic liquors, including beer, for consumption off premises |
| Class I | Alcoholic liquors, for consumption on the premises |
| Class IB | Beer, Wine, Distilled Spirits on Sale, Beer off sale only |
| Class W | Wholesale beer |
| Catering (K) | Alcohol permitted by licensee's retail license, sold or served at events covered by special designated licenses |

Taylor Stephens
City of Scottsbluff GIS
Created on 2/28/2022
Coordinate System:
NAD 1983 StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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



City of Scottsbluff
Liquor License Holders Investigatory Board
Regular Meeting
February 24, 2022 - 4:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Thursday, February 24, 2022 at 4:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on February 20, 2022 in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the committee could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each committee member.

1. Roll Call - The following Board Members were present: Police Chief/Interim City Manager, Kevin Spencer; Kim Wright, City Clerk, Libby Stobel, City Attorney, Russ Knight, Chairman, Andrea Margheim, Flyover Brewery and Matt Huck Scottsbluff Public Schools. Absent: Kelli Larson, Panhandle Prevention Coalition and Norman Coley, WNCC,
2. Open Meeting Act – Chairman Knight welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the west wall for the public's review.
3. Call Meeting to Order - The meeting was called to order and Wright recorded the proceedings.
4. Approve the January 27, 2022 Regular Meeting Minutes – Motion by Spencer, Second by Margheim to approve the January 27, 2022 Regular Meeting Minutes, motion passed unanimously.
5. Changes or additions to the agenda – Chairman Knight asked to move items 6) Remove from table Nominations of Officers and 7) Nomination of Officers after 8) New applications. The committee approved the request.
6. New Application.
 - a. Amber Brannan, Liquor License Manger applicant of X-Treme Fun, LLC d/b/a X-Treme Fun was present to answer questions regarding the Class C liquor license application for X-Treme Fun, LLC d/b/a X-Treme Fun. Ms. Brannan stated the business will include a bowling alley and laser tag. She stated she has no experience in liquor, but will be taking TIPS training as well as her staff of 15-20 people. They will focus on selling beer and hard seltzers in bottles or cans only. Ms. Brannan was asked her policy on checking ID's. Ms. Brannan stated they will check everyone who looks under 40. She was also asked what would happen to an employee that sold to a minor. Ms. Brannan answered she had not really thought about it, but would probably counsel and write up the employee. Chairman Knight encouraged Ms. Brannan to create an employee handbook with guidelines in it for employees to follow.

Chief Spencer asked about security cameras. Ms. Brannan stated she has both security cameras and alarms in the building. As far as overstock is concerned she is still deciding where to locate it, but it will probably be in the back area in a locked room.

The committee had a concern regarding the large area that alcohol will be permitted in. Committee Member Margheim recommended having an employee roam the area keeping watch of the alcohol.

Police Chief Spencer moved, seconded by Committee Member Margheim to send a positive recommendation to City Council for the Class C Liquor License for X-Treme Fun, 1702 17th Avenue and also naming Amber Brannan as the Liquor License Manager, motion passed unanimously.

- b. Craig Grass, Liquor License Manager applicant of Grass Retail, LLC d/b/a Shortstop was present to answer questions regarding the Class D Liquor License Application for Short stop. Mr. Grass and his wife Nikki came forward and explained they have purchased the gas station and convenience store from Cheema and they plan on making it more of a convenience store than liquor store. Both Mr. and Ms. Grass stated they do not have much experience in this field as they have never owned a bar or restaurant. They are planning to take the TIPS training for themselves and their two and one half employees; Ms. Grass will be the on-site manager. They plan on downsizing the hard alcohol and currently are not selling due to being denied a Temporary Operators License; all alcohol is covered with black plastic and in another locked room.

Police Chief Spencer questioned why there was not a detailed inventory list sent with the application. Mr. Grass stated he does not have a 100% definitive answer. He stated Cheema sent the list to the state and he has received that list, but has not verified it. Mr. Spencer also asked what measures they have in place to prevent underage drinking. Mr. Grass stated they will ID everyone who purchases alcohol, with Ms. Grass stating their point of sale system stops transactions that involve alcohol; however that can be overridden. They also have born on date calendars in the store. Mr. Spencer also asked about security cameras. Mr. Grass stated they have cameras located throughout the store and intrusion alarms as well. Both Mr. and Ms. Grass stated they will be in charge of ordering and inventory and overstock will be kept in a locked back room.

Mr. Rob Jackson, Investigator with the State Patrol was present to answer questions regarding the existing inventory in the store. He stated normally when there is a transfer of liquor there is an inventory sheet attached with the application that contains a detailed amount of bottles and everything is accounted for. The reason for this process is the alcohol is supposed to be purchased from a wholesaler in the State of Nebraska, which was not the case with the previous owner. He questions why the alcohol was even part of the sale; he did comment, however, he has received contradicting information from the Liquor Commission.

After discussion, Chairman Knight informed Mr. and Ms. Grass that they are not going to be judged on the person they bought from; they will be judged on being good business owners and stewards of the liquor license.

Legal Counsel Stobel added there are two issues going on. She doesn't feel she was presented enough information to make a negative recommendation as to them; it is just the issue of the alcohol they have and whether that is going to get them into trouble down the road.

Chairman Knight moved to make no recommendation regarding the Class D Liquor License for Grass Retail, LLC d/b/a Shortstop, 2002 Avenue I, Scottsbluff, NE and Craig Grass as Manager. This was seconded by Police Chief Spencer. Motion passed unanimously by the Board.

7. Nomination of Officers – The committee agreed that Russ Knight would remain Chairman; however, due to the absences of Kelli Larsen, Police Chief Spencer moved to nominate Andrea Margheim as Vice-Chairman. The nomination was seconded by Legal Counsel Stobel. The motion passed unanimously by the board.
8. Other Business – Committee Member Margheim asked if the meetings could be moved to another day and time. She stated Thursdays at 4:00 p.m. was a scheduling conflict for her. She asked if meetings could be moved to either Mondays or Wednesdays at 2:00 p.m. After a brief discussion the committee decided to conduct future meetings on Wednesdays at 2:00 p.m.
9. Adjourn – Legal Counsel Stobel moved, seconded by Committee Member Huck to adjourn the meeting at 5:38 p.m. The motion passed unanimously by the board.

Russ Knight, Chairman

Kim Wright, Secretary

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Pub. Hear.2

Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming Amber R. Brannan as the Liquor License Manager of X-Treme Fun, LLC d/b/a X-Treme Fun.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Pub. Hear.3

Council to conduct a public hearing set for this date at 6:00 p.m. to consider making a recommendation to the Nebraska Liquor Control Commission regarding a Class D Liquor License for Grass Retail, LLC d/b/a Shortstop, 2002 Avenue I, Scottsbluff, NE.

Staff Contact: Kim Wright, City Clerk

Agenda Statement

Item No.

For meeting of: March 7, 2022

AGENDA TITLE: Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class D Liquor License application from Grass Retail, LLC d/b/a Shortstop, 2002 Avenue I, Scottsbluff, NE.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Administration

PRESENTATION BY: Applicant

SUMMARY EXPLANATION:

BOARD/COMMISSION RECOMMENDATION:

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

EXHIBITS

Resolution ☒

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) ☐ Application, Memorandums, Exhibits

Exhibit #1 – Application of Grass Retail, LLC d/b/a Shortstop, 2002 Avenue I, Scottsbluff, NE including denied TOP application and inventory list.

Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2016

Exhibit #3 – Written Statement of Police Chief

Exhibit #4 – Written Statement of City Clerk

Exhibit #5 – Written Statement of Development Services

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

Craig Grass

150095 Experiment Farm Road

Mitchell, NE 69357

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev 3/1/99CClerk

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License
Class: D

License Number:

124728

RECEIVED

JAN 12 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

Office Use Only

NEW REPLACING 043400

TOP (Yes) No

Hot List Yes (No)

Initial: BH

PLEASE READ CAREFULLY

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

APPLICANT NAME Grass Retail, LLC

TRADE (DBA) NAME Shortstop

PREVIOUS TRADE (DBA) NAME n/a

CONTACT PHONE NUMBER 308-631-4971

CONTACT EMAIL ADDRESS nikkihgrass@yahoo.com

✓ * Birth Certificate

~~No Fee Submitted~~

Office use only

PAYMENT TYPE

Payport

AMOUNT

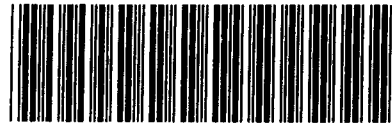
\$400.-

RCPT

RECEIVED:

bn 1/12/2022

DATE DEPOSITED



2200001177

FORM 100
REV 8/4/21
PAGE 1

PAYPORT

NEBRASKA.GOV

(COPY)

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046

Lincoln NE 68509-5046

(402)471-4881

jackie.matulka@nebraska.gov

OTC Local Ref ID: 66714534

1/12/2022 03:46 PM

Status: **APPROVED**
Customer Name: Lori A Browning
Type: Visa
Credit Card Number: **** * 9745

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	67872776	\$400.00
Applicant Name:: Grass Retail, LLC			
Trade Name (DBA):: Shortstop			
Address:: 150095 Experiment Farm Road			
City:: Mitchell			
State:: NEBRASKA (NE)			
Zip Code:: 69357			
Phone Number:: 308-631-4971			
Email Address:: nikkihgrass@yahoo.com			
Total remitted to the Nebraska Liquor Control Commission			\$400.00
Total Amount Charged			\$409.96

DIRECTIONS

Each item must be included with your application

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

FORM 100
REV 8/4/21
PAGE 2

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

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

CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31

ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

☐ A BEER, ON SALE ONLY

☐ B BEER, OFF SALE ONLY**

☐ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES ☐ NO ☐

☒ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**

☐ F BOTTLE CLUB,

☐ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY

Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES ☐ NO ☐

☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120

☐ AB BEER, ON AND OFF SALE

☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE

☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

☐ Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license

☐ Class G Growler endorsement (Submit Form 165) – Class C licenses only

****Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES ☐ NO ☒**

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

☐ Individual License (requires insert FORM 104)

☐ Partnership License (requires insert FORM 105)

☐ Corporate License (requires FORM 101 & FORM 103)

☒ Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

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

Name Brian S. Judy Phone Number 308-632-5111

Firm Name Sorensen, Hahn, Browning & Judy, P.C.

Email address bjudy@westnebraskalaw.com

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

FORM 100
REV 8/4/21
PAGE 3

PREMISES INFORMATION

Trade Name (doing business as) Shortstop

Street Address 2002 Avenue I

City Scottsbluff County Scotts Bluff Zip Code 69361

Premises Telephone number 308-631-4971

Business e-mail address n/a

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

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

Check if same as premises

Name Grass Retail, LLC

Street Address 150095 Experiment Farm Road

City Mitchell State NE Zip Code 69357

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.

DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

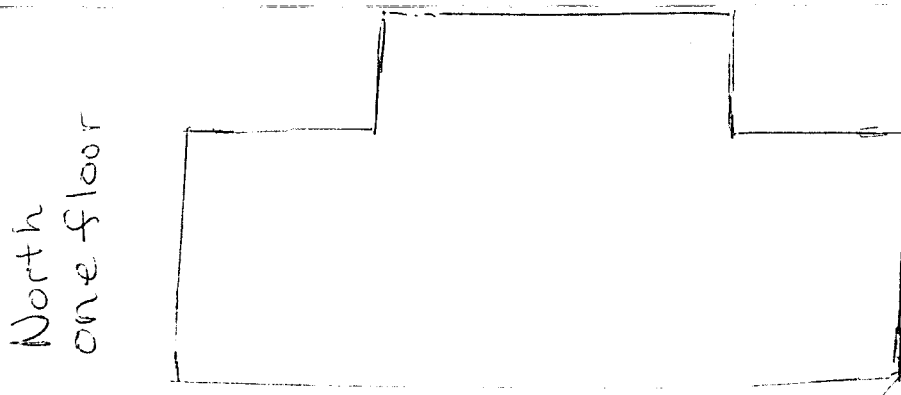
INDICATE THE DIRECTION OF NORTH AND THE NUMBER OF FLOORS OF THE BUILDING.

Building length 103' x width 49' in feet

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

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

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



FORM 100
REV 8/4/21
PAGE 4

APPLICANT INFORMATION

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

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

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Craig Grass	11/30/2004 TR04-2642	Scottsbluff, NE	failure to use seatbelt	guilty, paid fine
Craig Grass	12/28/2006, CR06-2769	Scottsbluff, NE	DUI, amended reckless driving - 1st offense	guilty, paid fine
Craig Grass	4/7/2008, CR08-766	Gering, NE	criminal trespass/assault (dropped) disturbing peace	guilty, paid fine
Craig Grass	2/13/2017, TR17-172	Scotts Bluff County, Nebraska	violate load contents required	guilty, paid fine
Craig Grass	1996 or 1997	Scotts Bluff County, NE	DUI	No contest, lost license, paid fine
Craig Grass	1983-1985	Dawes County, NE	speeding & reckless driving tickets	eventually lost license

Nikki Grass 5/25/2008 Scotts Bluff County, NE DUI guilty, fine, jail

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

☒ **YES** ☐ **NO**

If yes, provide business name and license number Cheema Capital, LLC #043400

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

☒ **YES** ☐ **NO**

If yes, give name of business and liquor license number Cheema Capital, LLC #043400

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

☒ **YES** ☐ **NO**

If yes

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

a) Submit a copy of the business purchase agreement

b) Include a list of alcohol being purchased, list the name brand, container size and how many

c) Submit a list of the furniture, fixtures and equipment

FORM 100
REV 8/4/21
PAGE 5

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

☒ YES ☐ NO

If yes, list the lender(s) Cheema Investments, LLC

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

☐ YES ☒ NO

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

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

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

☐ YES ☒ NO

If yes, list such item(s) and the owner. _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

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

Platte Valley Bank, Craig Grass & Nikki Grass

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

none

FORM 100
REV 8/4/21
PAGE 6

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
none		

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
none		

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

☒ Lease expiration date _____
☐ Deed
☒ Purchase Agreement

14. When do you intend to open for business? February 1, 2022

15. What will be the main nature of business? convenience store and gas station

16. What are the anticipated hours of operation? 7:00 a.m. to 11:00 p.m.

17. List the principal residence(s) for the past 10 years for **ALL** persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS						
APPLICANT CITY & STATE	YEAR FROM TO		SPOUSE CITY & STATE	YEAR FROM TO		
150095 Experiment Farm Road, Mitchell, NE 69357	2015	present	150095 Experiment Farm Road, Mitchell, NE 69357	2015	present	
70720 CR 12, Mitchell, NE 69357	2008	2015	70720 CR 12, Mitchell, NE 69357	2008	2015	

If necessary, attach a separate sheet

FORM 100
REV 8/4/21
PAGE 7

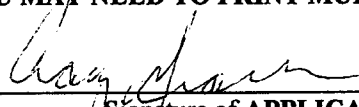
PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE –
PLEASE READ CAREFULLY

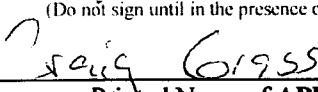
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s)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

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s).
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)



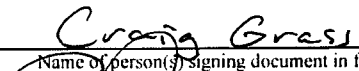
Signature of **APPLICANT**
(Do not sign until in the presence of the Notary Public)


Printed Name of **APPLICANT**

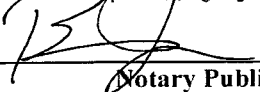
State of Nebraska, County of **Scotts Bluff**

The foregoing instrument was acknowledged before me this

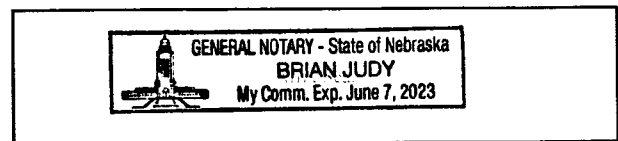
January 11, 2022
(Date)

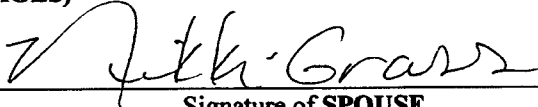
By 

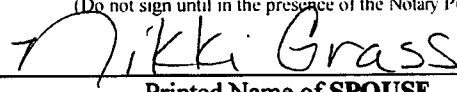
Name of person(s) signing document in front of Notary



Notary Public Signature





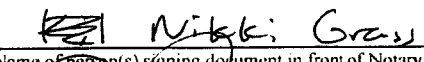
Signature of **SPOUSE**
(Do not sign until in the presence of the Notary Public)


Printed Name of **SPOUSE**

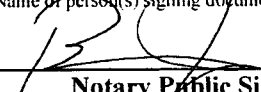
State of Nebraska, County of **Scotts Bluff**

The foregoing instrument was acknowledged before me this

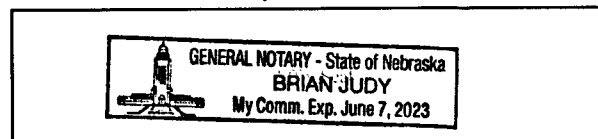
January 11, 2022
(Date)

By 

Name of person(s) signing document in front of Notary



Notary Public Signature



FORM 100
REV 8/4/21
PAGE 8

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

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

Office Use

RECEIVED

JAN 12 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Craig Grass

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

Grass Retail, LLC

LLC Address: 150095 Experiment Farm Road

City: Mitchell State: NE Zip Code: 69357

LLC Phone Number: 308-631-4971 LLC Fax Number: —

Name of Managing/Contact Member

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

Last Name: Grass First Name: Craig MI: —

Home Address: 150095 Experiment Farm Rd City: Mitchell

State: NE Zip Code: 69357 Home Phone Number: 308-631-4971

Craig Grass

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska

County of Scotts Bluff

The foregoing instrument was acknowledged before me this

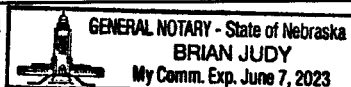
January 6, 2022

Date

by Craig Grass

name of person acknowledge

Affix Seal



FORM 102
REV JUNE 2015

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

Last Name: Grass First Name: Craig MI: S

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

Percentage of member ownership 50%-50%

Last Name: Grass First Name: Nikki MI: L

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

Percentage of member ownership 50% - 50%

Last Name: n/a First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: n/a First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

Last Name: n/a First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: n/a First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: n/a First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: n/a First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

☐ YES

☒ NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

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

Starting Date: February 1, 2022 Ending Date: December 31, 2022

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #. _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

FORM 102
REV JUNE 2015
Page 4 of 4

Nebraska Secretary of State

GRASS RETAIL, LLC

Thu Jan 13 09:45:40 2022

SOS Account Number

2112323335

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

CRAIG GRASS

150095 EXPERIMENT FARM ROAD

MITCHELL, NE 69357

Designated Office Address

150095 EXPERIMENT FARM ROAD

MITCHELL, NE 69357

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Dec 29 2021

Next Report Due Date

Jan 01 2023

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	Dec 29 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation**\$6.50**

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

[Purchase Now](#)

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

JAN 12 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

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

MANAGER MUST:

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

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

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

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

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

BARCODE

Form 103
Rev July 2018
Page 1 of 6

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

JAN 12 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: Grass Retail, LLC

Premise information

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

Premise Trade Name/DBA: Shortstop

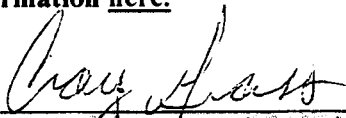
Premise Street Address: 2002 Avenue I

City: Scottsbluff County: Scotts Bluff Zip Code: 69361

Premise Phone Number: 308-631-4971

Premise Email address: nikkihgrass@yahoo.com

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



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Grass First Name: Craig MI: S

Home Address: 150095 Experiment Farm Road

City: Mitchell County: Scotts Bluff Zip Code: 69357

Home Phone Number: 308-631-4971

Email address: nikkihgrass@yahoo.com

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

☒ YES

☐ NO

Spouse's information

Spouses Last Name: Grass First Name: Nikki MI: L

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
150095 Experiment Farm Road, Mitchell, NE 69357	2015	present	150095 Experiment Farm Road, Mitchell, NE 69357	2015	present
70720 CR 12, Mitchell, NE 69357	2008	2015	70720 CR 12, Mitchell, NE 69357	2008	2015

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2004	present	Union Pacific Railroad	Andy Johnson	308-247-4243 or 816-489-0054
1984	2004	Army National Guard	records department	402-309-8148 or 402-309-8140

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Craig Grass	11/30/2004 TR04-2642	Scottsbluff, NE	failure to use seatbelt	guilty, paid fine
Craig Grass	12/28/2006, CR08-2769	Scottsbluff, NE	DUI, amended reckless driving - 1st offense	guilty, paid fine
Craig Grass	4/7/2008, CR08-766	Gering, NE,	criminal trespass/assault(dropped), disturbing peace	guilty, paid fine
Craig Grass	2/13/2017, TR17-172	Scotts Bluff County, NE	violate load contents required	guilty, paid fine
Craig Grass	1996 or 1997	Scotts Bluff County, NE	DUI	no contest, lost license, paid fine
Craig Grass	1983-1985	Dawes County, Nebraska	speeding & reckless driving tickets	eventually lost license

Nikki Grass 5/25/2008 Scotts Bluff County DUI guilty, fine, jail

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

☐ YES ☒ NO

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

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

☒ YES ☐ NO

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

*NLCC Training Certificate Issued: none Name on Certificate: _____

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

*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

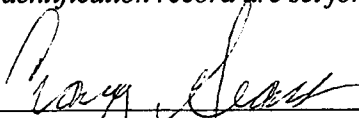
PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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



Signature of Manager Applicant



Signature of Spouse

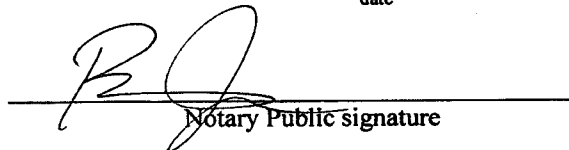
ACKNOWLEDGEMENT

State of Nebraska
County of SCOTTS BLUFF

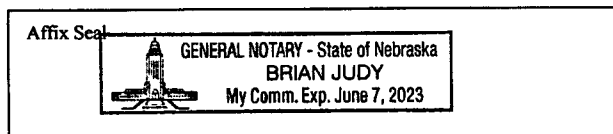
The foregoing instrument was acknowledged before me this

January 11, 2022
date

by Craig Grass + Nikki Grass
NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

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

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

RECEIVED

JAN 12 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

Do not staple any of the following pages

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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

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

Trade Name _____

Name of Person Being Fingerprinted: Craig Grass

Date fingerprints were taken: 12-28-21

Location where fingerprints were taken: NSP Scottsbluff NE

How was payment made to NSP?

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK # _____

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

Craig Grass
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV JUNE 2021

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

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

RECEIVED

JAN 12 2022

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CONTROL COMMISSION

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*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****

The Nebraska State Patrol – CID Division
4600 Innovation Drive
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******Please Submit this form with your completed application to the Liquor Control Commission******

Trade Name _____

Name of Person Being Fingerprinted: Nikki Grass

Date fingerprints were taken: 12-28-21

Location where fingerprints were taken: NSP Scottsbluff NE

How was payment made to NSP?

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK # _____

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

Nikki Grass

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

FORM 147
REV JUNE 2021



[Back to Lookup](#) / [Registrant Detail](#)

Craig S Grass

Political Party
Republican

Precinct
Fanning

Election Details

05/10/2022 2022 Primary Election

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Mitchell Grade School Gym

1439 13th Avenue Mitchell, NE 69357



Early Voting Sites

County Admin. Bldg.



1825 10th St. Gering, Ne, NE 69341

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[Back to Lookup](#) / [Registrant Detail](#)

Nikki Lee Grass

Political Party
Republican

Precinct
Fanning

Election Details

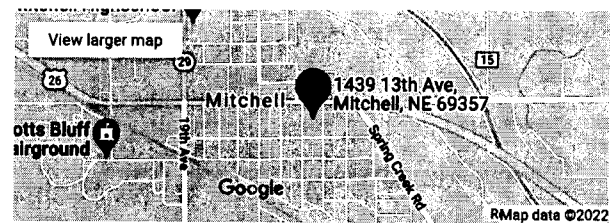
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1439 13th Avenue Mitchell, NE 69357



Early Voting Sites

County Admin. Bldg.



1825 10th St. Gering, Ne, NE 69341

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INITIAL BUSINESS PLAN

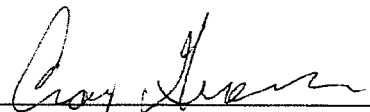
January 3, 2022

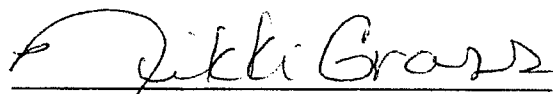
Grass Retail, LLC

The applicant is purchasing the property. The purchase agreement includes the real estate, inventory, all tanks, petroleum dispensing equipment and infrastructure. The first objective of the applicant is to qualify for and obtain the Nebraska liquor license and commence business operations.

Craig Grass and Nikki Grass are the members and managers of Grass Retail, LLC, and shall be the, managers having primary responsibility for the operation and management of the Company.

Applicant will market both gasoline to passenger and commercial vehicles, liquor, cigarettes, tobacco, perishable and non-perishable goods and other convenience store items. The marketing plan in development will include local advertising, pricing, inventory management, public relations, and analysis of trade area. The applicant will continually evaluate and track sales and pricing of competitors to offer the best pricing of its products in the Scottsbluff, Nebraska area, and to achieve profitability through sales volume. Applicants business operation will at all times concentrate on strict compliance with all local, state, and federal statutes, rules, regulations, and ordinances governing the sales of alcoholic beverages and tobacco products.


Craig Grass, Member/Manager


Nikki Grass, Member/Manager

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 11 day of January 2022, by and between GRASS INVESTMENTS, LLC, referred to herein as LANDLORD, and GRASS RETAIL, LLC, referred to herein as TENANT.

WITNESSETH:

PREMISES

Landlord leases to Tenant and Tenant leases from Landlord the premises identified as:

The South 45 foot by 60 foot portion of Lot 12 in Block 8, LAUCOMER ADDITON to the City of Scottsbluff, Scotts Bluff County, Nebraska,

located at 2002 Avenue I, Scottsbluff, Nebraska. Also included are the petroleum storage tanks, all pumps, and pump infrastructure, the pump canopy, and parking area. The leased premises are all those portions of the property used for the operation of a convenience store and gas station. Also included are all coolers, computers, computer software, fixture and signage used in the operation of the convenience store, all of which is collectively the "Premises".

TERM OF RENTAL AGREEMENT

The term of this Lease Agreement shall be for a period of five (5) years, commencing on the date Tenant closes on the Purchase Agreement with Cheema Capital, LLC, for the purchase of the convenience store business and shall continue for a period of 60 months thereafter.

USE OF PREMISES

The Premises shall be used by Tenant for the operation of a convenience store and gas station, or for such other lawful purposes as Tenant shall elect.

RENT

Tenant shall pay to Landlord as rent for the leased premises, the sum of \$3,500.00 per month. This lease shall be a triple net lease, and Tenant shall be responsible for and shall pay all

building maintenance and repairs, including without limitation, repairs to the heating, cooling and ventilation systems, the electrical and plumbing systems. Landlord shall pay for any structural damage, any damage caused by fire, not resulting from Tenant's negligence. Any damage from, wind, tornado, or other acts of God. Tenant shall pay, or reimburse Landlord for all casualty insurance premiums for coverage provided during the term of this lease. Landlord shall pay the real property tax assessed for the leased premises during the term of the lease.

PAYMENT OF RENT

Tenant shall pay all Rental payments when due and payable, without any setoff, deduction or prior demand therefor whatsoever. Any Rental, or other sum due Landlord under the terms of this Lease, not paid when due shall bear interest from the original due date at the rate of not less than 14% per annum until paid.

ALTERATIONS TO THE PREMISES

Tenant shall not, without the written consent of Landlord, be permitted to make any structural modification to or remodeling of the premises, including by way of example but not limitation, removal or relocating of interior walls, doorways, windows or hallways, removal of wall or floor coverings, lighting fixtures or plumbing fixtures. Landlord will consider any request of Tenant for permission to remodel or make structural modifications to the premises, and will not unreasonably withhold such consent provided the same shall not diminish the value or utility of the premises, and provided further that Tenant shall provide Landlord with a detailed description of the proposed work and Tenant's plan for restoring the premises at the expiration of the term of this lease.

UTILITIES

Tenant shall pay all utility charges for water, gas, electricity, sewer, trash removal, and other city services and utility charge, accruing during the term of the lease or any extension or renewal thereof, promptly when the same shall be due. In the event any deposits for utilities shall be required, Tenant shall pay the same, and shall cause the utility accounts to be established in Tenant's name.

ASSIGNMENT AND SUBLEASE

Tenant shall not be permitted, without the consent of Landlord, to assign or sublet the premises or any portion thereof, except to a subsidiary or other division of Tenant. Any assignment or sublease shall not relieve Tenant of its obligations to Landlord provided for herein.

LANDLORD'S RIGHT TO ENTER THE PREMISES

During the term of this lease, Landlord shall have the right to enter the premises at reasonable times to view and inspect the premises, make repairs and alterations which are the responsibility of Landlord, and take such other action as shall be necessary to protect and preserve the integrity and value of the premises.

DEFAULT AND TERMINATION

In the event Tenant:

1. Fails or refuses to perform any of its obligations under this lease; including without limitation, the obligation to pay rent;
2. Breaches any covenant or condition of this lease;
3. Abandons the premises;
4. Files or has filed against it, any case under the Federal Bankruptcy Act; and

5. Suffers or allows any event to occur which reasonably impairs its ability to perform the terms of this lease or the value of the premises.

Landlord may terminate this lease effective fifteen (15) days after notice of termination is given Tenant unless Tenant shall, within such period, cure any breach, failure to perform, or cause to be eliminated any condition impairing the premises or Tenant's ability to perform the terms of this lease without interruption. In the event Landlord shall terminate this lease as provided for herein, Tenant shall immediately restore possession of the premises to Landlord, and agrees to and by these presents does assign to Landlord all rents and profits of the premises. Upon termination of the lease as provided for herein, Landlord shall be entitled to maintain any action at law or in equity available to Landlord arising out of the default by Tenant.

RESTORATION OF PREMISES

At the expiration of the term of this lease, unless extended or renewed, Tenant shall restore possession of the premise to Landlord in a clean, neat and orderly fashion, and in the same condition as the same are presently in, reasonable wear and tear associated with normal use excepted, and excepting further any change in condition of the premises caused by remodeling if agreed to by Landlord as provided for herein

RENEWAL TERM

Tenant shall have the right to renew the lease agreement for an additional five (5) year term at the expiration of the initial five year term, by giving Landlord written notice of this election to renew at least 90 days before the end of the initial term. Should Tenant elect to renew the lease for an additional term, the terms and conditions of this lease and any amendments made hereafter in writing, shall apply to the renewal term, except that the rent shall be increased in an amount equal to the increase in real estate taxes and cost of hazard insurance experienced by

Landlord, as determined by comparing the 1998 cost of Landlord to the most recent cost figures for the same available at the time of the expiration of the initial term of this lease.

LIMITATION OF LANDLORD'S PERSONAL LIABILITY

Tenant specifically agrees to, and by the presents does indemnify and hold Landlord harmless for any claim, cause of action or damage sustained by Landlord arising out of the possession of or use of the premises by Tenant.

ENTIRE AGREEMENT-BINDING EFFECT

This Lease contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. This agreement shall bind the parties, their heirs, assigns except as provided for herein, personal representatives and successors in interest.

Dated this 11 day of January 2022.

[SIGNATURE PAGE TO FOLLOW]

GRASS INVESTMENTS, LLC,
Landlord,

By: Craig Grass

Title: Member

GRASS RETAIL, LLC,
Tenant,

By: Craig Grass

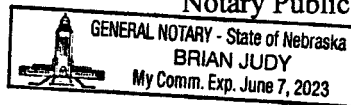
Title: Member

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

The foregoing Lease Agreement was acknowledged before me this 11th day of January 2022, by Craig Grass, Member of Grass Investments, LLC, Landlord, herein.

Brian Judy
Notary Public

My Commission Expires:

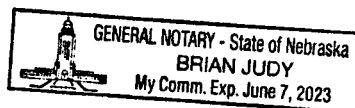


STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

The foregoing Lease Agreement was acknowledged before me this 11th day of January 2022, by Craig Grass, Member of Grass Retail, LLC, Tenant, herein.

Brian Judy
Notary Public

My Commission Expires:



PURCHASE AGREEMENT AND SECURITY AGREEMENT

THIS AGREEMENT is made and entered into this 17 day of December 2021, by and between, CHEEMA INVESTMENTS, L.L.C., referred to in this agreement as "SELLER", and CRAIG GRASS and GRASS INVESTMENTS, LLC, referred to in this agreement as "BUYER".

WITNESSETH:

1. **Property.** The property which SELLER agrees to sell and BUYER agrees to purchase, consists of SELLER'S convenience store, real estate, improvements, fixtures, inventory, fuel storage tanks, fuel dispensing equipment, office, surveillance and business equipment, all located at the business known as Cheema's Gas & Liquor, 2002 Avenue I, Scottsbluff, Nebraska 69361, legally described as:

Lot 12, Block 8, LAUCOMER ADDITION to the city of Scottsbluff,
Scotts Bluff County, Nebraska

The parties agree, and BUYER acknowledges that SELLER is also selling, and BUYER is purchasing SELLER'S inventory of alcoholic, non-alcoholic beverage, perishable or non-perishable food items, tobaccos products, and gasoline fuel contained in the fuel storage tanks on the premises. The specific details of the contents and value of inventory, shall be determined an independent party, prior to closing.

2. **Purchase Price and Terms of Payment.** The purchase price for the property described above, exclusive of inventory, is the sum of Eight Hundred Thousand Dollars (\$800,000.00). The additional amount due for SELLER'S inventory on hand at the time of closing shall be paid by BUYER to SELLER as hereafter provided. The purchase price for the property and premises, exclusive of inventory, shall be paid by BUYER to SELLER as follows:

a. At the time of execution of this agreement, BUYER will deposit the sum of \$10,000.00 to the trust account of Sorensen, Hahn, Browning & Judy, P.C., as a down payment and earnest money deposit.

b. The remaining sum of \$790,000.00 for the property, exclusive of inventory shall be paid by BUYER as follows: The remaining balance of \$790,000.00, together with interest thereon at the rate of 6.5% per annum shall be amortized over 30 years (360 months) and shall be due and payable in monthly installments of \$5,044.12 each, the first of which shall be paid by BUYER to SELLER on the 1st day of March 2022, and a like amount on the 1st day of each month thereafter until the entire remaining principal balance and all accrued and unpaid interest shall be due and payable, the "Balloon Payment Date" which date shall be due on February 1, 2025. BUYER may prepay the entire principal and accrued interest, without penalty, at any time. An amortization schedule is attached hereto as "Exhibit A" and incorporated herein by reference.

3. Inventory. Prior to closing, SELLER'S inventory of alcoholic, non-alcoholic beverages, food items and other perishable and non-perishable items, tobacco products, as well as gasoline inventory, shall be determined by an independent third-party. BUYER will pay SELLER for such inventory, as needed, at SELLER'S cost, plus any freight charges paid by SELLER for delivery of such inventory. The total cost of the inventory that BUYER is purchasing from SELLER shall be paid in full, at closing. SELLER shall cease sale of inventory after the inventory shall have been completed, and pending closing.

4. Security and other Documents. All remaining sums due from BUYER to SELLER at the time of closing shall be secured by Deed of Trust describing the real property herein sold to BUYER, and by such other financing statements and instruments as SELLER shall

deem necessary and appropriate to secure payment of all remaining sums due with all personal property, equipment, inventory, accounts receivable, and other property herein sold to BUYER, and including after acquired property. This Agreement shall additionally constitute a Security Agreement between the parties, it being the intention of the parties that all such property and after-acquired property shall be security for the payment of the debt owed by BUYER to SELLER. At the time of closing, BUYER shall execute an installment promissory note or notes in favor of SELLER for the amounts owed by BUYER to SELLER for the premises, equipment, fixtures and other personal property, exclusive of inventory, as provided for herein. This contract, together with all additional documents and instruments executed by BUYER shall collectively constitute the "SALE DOCUMENTS" and such documents, and the obligations, covenants and conditions contained therein are by reference made a part of this agreement. BUYER agrees to execute any other or additional documents reasonably requested by SELLER to fully carry out the terms of this agreement. All security documents, inclusive of the Deed of Trust, financing statements and other lien instruments, if any, shall secure payment of all obligations herein provided for.

5. Taxes. SELLER will be responsible for and agrees to pay all real property taxes and personal property tax assessed against the property for the years 2021 and prior. The 2022 real property taxes and personal property taxes will be prorated between the parties to the date of closing and BUYER will receive a credit against the remaining purchase price for any portion of the pro-rated tax not paid by SELLER.

6. Title Insurance. As soon as this contract is executed by the parties, SELLER will obtain a title insurance policy, insuring merchantable title, free and clear of all liens and encumbrances, excepting easements, restrictions, reservations, and rights-of-way of record.

SELLER shall deliver the title insurance policy to BUYER or to BUYER'S attorney. BUYER shall have ten (10) days to notify SELLER in writing of any merchantable defects in title. If BUYER shall fail to give SELLER written notice of any merchantable defect within this period, any such defect shall be considered to have been waived by BUYER. If BUYER shall give notice of defect to SELLER, SELLER shall cure such merchantable defect on or before closing, and if SELLER is not able to cure the defect by closing, closing may be extended for a reasonable period of time not to exceed 30-days to allow SELLER time to cure the defect. If SELLER shall be unable to cure any such defect in the time allowed to do so in this agreement, or if SELLER shall, for any reason, fail to cure such defect, BUYER shall have the right to either declare this contract void, and have the full down payment refunded to BUYER including that portion identified as the non-refundable portion hereafter, or BUYER may complete the purchase and close in spite of the defect, in which case BUYER shall have waived such defect.

7. Insurance. During the term of this agreement, and until the SELLER has been fully paid all sums herein provided to be paid, BUYER shall purchase and keep in full force and effect, casualty and hazard insurance, insuring the building, fixtures, improvements, pumps and dispensing equipment, canopy, and all insurable personal property against loss from fire, flood, tornado, wind, hail, or other Act of God, and from damage caused by vandalism, or vehicle collision with structures or improvements. Such insurance shall be in an amount sufficient to replace the premises and improvements, and in no event less than the amount needed to fully pay SELLER the remaining sums due to SELLER. Such insurance shall contain a loss payee provision requiring all claim payments to include SELLER'S name on such checks or drafts, and the insurer shall be obligated to provide SELLER with written notice of any threatened cancellation, lapse, termination, or change in coverage. BUYER shall provide SELLER, at

closing, and on the occasion of each policy period renewal, with a certificate of insurance demonstrating that such insurance is in full force and effect. BUYER shall additionally purchase and carry in full force and effect, premises liability insurance in an amount not less than \$1,000,000.00, and SELLER shall be identified as an additional insured on such policy until BUYER shall have fully paid SELLER all sums due to SELLER herein.

8. Default. In the event BUYER shall default in performance of any of the terms or conditions of this contract, SELLER shall be entitled to retain BUYER'S down payment as liquidated damages arising out of BUYER'S default and breach in the performance of the terms and conditions of this agreement, and this contract shall be of no further force and effect. Should SELLER default in performance of any of the terms or conditions of this contract and fail to close as required herein, BUYER shall be entitled to maintain any legal or equitable remedy available to BUYER arising out of SELLERS' default.

9. Closing, Possession, and Risk of Loss. Closing shall occur at an agreed upon time by the parties on or before January 31, 2022, at the office of Title Express, 2122 Broadway, Scottsbluff, Nebraska, which will serve as escrow/closing agent. If the parties have completed the taking of inventory, and BUYER has secured the necessary licenses and they are prepared for closing before the specified time, the parties may mutually agree to advance the closing time. At the time of closing, BUYER will execute the installment promissory note, deed of trust and other security documents herein provided for, SELLER will execute and deliver the Warranty Deed to the premises to the BUYER, and a Bill of Sale for personal property. Possession of the premises will be given to BUYER at the time of closing. Risk of loss to the premises passes to BUYER at the time of closing.

10. Expenses. The expenses incurred in completing this transaction shall be paid by the parties as follows:

- a. SELLER shall pay the documentary-stamp tax required as a condition to the recording of the Warranty Deed from SELLER to BUYER.
- b. BUYER shall pay the costs of recording the Warranty Deed from SELLER to BUYER, and the cost incurred to record the Deed of Trust.
- c. The parties shall each pay one-half of the costs incurred in the preparation of the sale and closing documents needed to complete this transaction, including the contract, transfer statement, deed, bill of sale, deed of trust, financing statements, closing statement, federal tax form 1099, and any other or additional sale documents.
- d. The cost of an owner's title policy shall be split between the parties and BUYER shall pay the cost of any lender's endorsement SELLER shall elect to obtain.
- e. SELLER shall pay the costs to release any lien, mortgage, or encumbrances against the property.
- f. BUYER shall pay any filing fees incurred in filing the Deed of Trust, and any and all other financing statements or other liens or security interests herein provided for.
- g. Any additional costs associated with closing, not specifically addressed herein, shall be split equally between the parties.

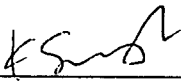
11. Non-Warranty by Sellers/Non Assignment by Buyer. BUYER acknowledges that they have fully inspected the premises and except as specifically provided for in this agreement, are purchasing the property AS IS on the basis of their personal inspection, and not as a result of any promises, warranties, or representations made by SELLER not contained in this written agreement, and this contract constitutes the entire agreement between the parties. BUYER

further acknowledges that SELLER has made no warranty concerning the location of fence and boundary lines, and further makes no warranty concerning adverse or prescriptive claim or right of any third party that is not a matter of record. Buyer shall not be entitled to assign this contract or any interest in it, to any other party without the express written consent of SELLER, except that BUYER may assign this contract to a corporation or limited liability company the BUYER intends to form after the execution of this agreement, PROVIDED, HOWEVER, that any such assignment shall not relieve BUYER of his personal liability for performance of the terms of this agreement and the other Sale Documents.

12. Survival of Terms. The terms, covenants, conditions and obligations of this agreement shall survive closing, and shall survive the recording of the Deed from SELLER to BUYER.

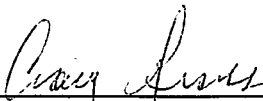
This contract shall extend to and bind the parties, their heirs, assigns, and personal representatives, and successors in interest.

CHEEMA INVESTMENTS, LLC,
SELLER,

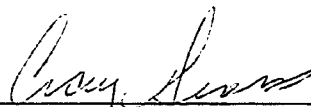
By: 

Title: member

GRASS INVESTMENTS, LLC
BUYER,

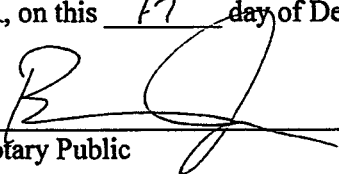
By: 

Title: member


CRAIG GRASS, BUYER

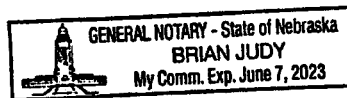
STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

This PURCHASE AGREEMENT was acknowledged by Kuldip Singh, member and manager of Cheema Investments, L.L.C., SELLER, on this 17 day of December 2021.



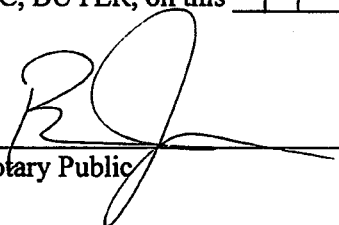
Notary Public

My Commission Expires:



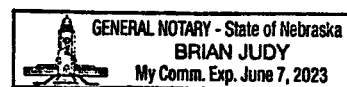
STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

This PURCHASE AGREEMENT was acknowledged by Craig Grass, individually and as member and manager of Grass Investments, LLC, BUYER, on this 17 day of December 2021.



Notary Public

My Commission Expires:



Hiland, Brenda

From: Brian Judy <bjudy@westnebraskalaw.com>
Sent: Tuesday, February 1, 2022 9:42 AM
To: Hiland, Brenda
Subject: RE: Craig Grass - Grass Retail, LLC
Attachments: Addendum to Asset Purchase Agreement - Signed.pdf; Addendum to Purchase Agreement - Signed.pdf

Brenda,

Craig hopes that he'll get the birth certificate today, at which time, I'll email a copy to you.

The parties signed the attached addendums yesterday, moving the closing back to Feb 15th.

Brian S. Judy

Attorney at Law
Sorensen, Hahn, Browning & Judy, P.C.
2122 Broadway
PO Box 1557
Scottsbluff, NE 69363-1557
(308) 632-5111
(308) 632-5536 facsimile
bjudy@westnebraskalaw.com

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From: Hiland, Brenda <brenda.hiland@nebraska.gov>
Sent: Thursday, January 27, 2022 1:40 PM
To: Brian Judy <bjudy@westnebraskalaw.com>
Subject: RE: Craig Grass - Grass Retail, LLC

Yes, I have talked with Craig already and he is clear on what he is doing on making sure everything is locked up and in storage.

Brenda Hiland

Licensing Division
Nebraska Liquor Control Commission
(402) 471-2735
(402) 471-2814 fax
web: <http://www.lcc.nebraska.gov>

From: Brian Judy <bjudy@westnebraskalaw.com>
Sent: Thursday, January 27, 2022 11:35 AM
To: Hiland, Brenda <brenda.hiland@nebraska.gov>
Subject: RE: Craig Grass - Grass Retail, LLC

Thanks for the response. Since Mr. Grass will not have his license and will not have a temporary permit at the time he closes on the purchase, can you provide some guidance on what need needs to do to adequately secure the liquor that he is purchasing? He intends to lock up the coolers and store the liquor in a storage room, until he officially acquires his license. Is this satisfactory? Is there anything else that he should be doing?

Thanks again.

Brian S. Judy

Attorney at Law
Sorensen, Hahn, Browning & Judy, P.C.
2122 Broadway
PO Box 1557
Scottsbluff, NE 69363-1557
(308) 632-5111
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bjudy@westnebraskalaw.com

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From: Hiland, Brenda <brenda.hiland@nebraska.gov>
Sent: Thursday, January 27, 2022 10:31 AM
To: Brian Judy <bjudy@westnebraskalaw.com>
Subject: RE: Craig Grass - Grass Retail, LLC

Yes, I just need the birth certificate to finish processing.

Brenda Hiland

Licensing Division
Nebraska Liquor Control Commission
(402) 471-2735
(402) 471-2814 fax
web: <http://www.lcc.nebraska.gov>

From: Brian Judy <bjudy@westnebraskalaw.com>
Sent: Thursday, January 27, 2022 11:30 AM
To: Hiland, Brenda <brenda.hiland@nebraska.gov>
Subject: RE: Craig Grass - Grass Retail, LLC

Brenda,

I called you this morning and left you a voicemail. I wanted to confirm with you that you have received everything that you need, except for the birth certificate. I spoke to Craig this morning. He talked to the State of California and they have processed his request and the birth certificate was put in the mail yesterday. Once it's received, I'll email to you immediately.

One concern that I have is when I search licenses online, I don't see anything indicating the application received regarding Cheema Capital, LLC d/b/a Cheema's Gas & Liquor. I do, however, see an entry dated 1/13/2022 App to Replace for the Cheema Capital, LLC d/b/a Thrifty's Gas & Liquor #5 in Lexington. I know Mr. Singh is selling this location, and there's been a new license application submitted by that purchaser. His application shows up on your website, but Mr. Grass' does not.

Since the temporary permit is apparently being denied, time is of the essence in acquiring Craig's permanent license. I just want to make sure that you have what you need and that we are not missing anything, so that this process can be completed ASAP.

Thank you.

Brian S. Judy

Attorney at Law
Sorensen, Hahn, Browning & Judy, P.C.
2122 Broadway
PO Box 1557
Scottsbluff, NE 69363-1557
(308) 632-5111
(308) 632-5536 facsimile
bjudy@westnebraskalaw.com

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From: Hiland, Brenda <brenda.hiland@nebraska.gov>
Sent: Monday, January 24, 2022 3:41 PM
To: Brian Judy <bjudy@westnebraskalaw.com>
Cc: Matulka, Jackie <Jackie.Matulka@nebraska.gov>
Subject: RE: Craig Grass - Grass Retail, LLC

Brian, do you have Craig Grass's birth certificate yet?

The application for a Temporary Operating Permit has been denied due to a citation on the seller's license. This is scheduled for hearing on March 1, 2022. Depending on the results of this hearing the application for the Temporary Operating Permit may be reconsidered.

Brenda Hiland

Licensing Division
Nebraska Liquor Control Commission
(402) 471-2735

(402) 471-2814 fax
web: <http://www.lcc.nebraska.gov>

From: Brian Judy <bjudy@westnebraskalaw.com>
Sent: Monday, January 24, 2022 2:54 PM
To: Hiland, Brenda <brenda.hiland@nebraska.gov>
Subject: RE: Craig Grass - Grass Retail, LLC

Brenda,

Any update on this? My client is set to close on the purchase of the store next week and I need to advise him accordingly.

Thanks.

Brian S. Judy

Attorney at Law
Sorensen, Hahn, Browning & Judy, P.C.
2122 Broadway
PO Box 1557
Scottsbluff, NE 69363-1557
(308) 632-5111
(308) 632-5536 facsimile
bjudy@westnebraskalaw.com

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From: Hiland, Brenda <brenda.hiland@nebraska.gov>
Sent: Thursday, January 20, 2022 1:19 PM
To: Brian Judy <bjudy@westnebraskalaw.com>
Subject: RE: Craig Grass - Grass Retail, LLC

Hello, just letting you know that we are working on this for you and will provide for you as soon as possible. Thank you for your patience.

Brenda Hiland

Licensing Division
Nebraska Liquor Control Commission
(402) 471-2735
(402) 471-2814 fax
web: <http://www.lcc.nebraska.gov>

From: Brian Judy <bjudy@westnebraskalaw.com>
Sent: Monday, January 17, 2022 11:19 AM

To: Hiland, Brenda <brenda.hiland@nebraska.gov>

Subject: Craig Grass - Grass Retail, LLC

Hello Brenda,

We have been working with you on the liquor license application submitted by my client, Craig Grass & Grass Retail, LLC. As indicated on the paperwork provided, he is purchasing the retail store in Scottsbluff that is currently owned by Kuldip Singh. It is my understanding that the Temporary Operating Permit is being denied. Would you please provide me with written confirmation of this decision and an explanation, including the specific legal reasons, for reaching this decision?

Thank you.

Brian S. Judy

Attorney at Law

Sorensen, Hahn, Browning & Judy, P.C.

2122 Broadway

PO Box 1557

Scottsbluff, NE 69363-1557

(308) 632-5111

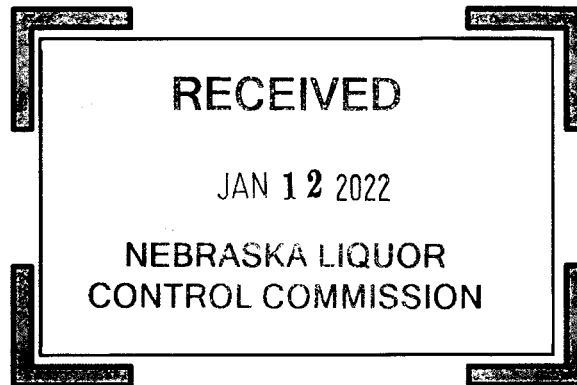
(308) 632-5536 facsimile

bjudy@westnebraskalaw.com

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APPLICATION FOR TEMPORARY OPERATING PERMIT (AKA T.O.P.)

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



Nebraska Liquor Control Act §53-149 (2) A license issued under the act terminates immediately upon the sale of the licensed premises named in such license. The purchaser or transferee may submit an application for a license under the act prior to closing such sale or transfer. While such application is pending, the purchaser may request and obtain a temporary operating permit from the commission which shall authorize the purchaser to continue the business which was conducted on the purchased premises under the terms and conditions of the terminated license for ninety days or until the purchaser has obtained a license in its own name, whichever occurs sooner. Prior to the issuance of a temporary operating permit, the purchaser shall supply the commission with documentation from the seller that the seller is current on all accounts with any wholesaler under section §53-123.02. A seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense. In the absence of such temporary operating permit, the purchaser shall not manufacture, store, or sell alcoholic liquor on the purchased premises until the purchaser has obtained a license in the purchaser's own name. If the application is withdrawn by the applicant or is denied by the commission, the previous license may be reinstated at the discretion of the commission upon request by the previous licensee.

Rules and Regulations Chapter 2 Section 004 TEMPORARY OPERATING PERMITS

004.01 Someone other than a licensee may operate a business holding a liquor license if all of the following criteria are met:

004.01A A formal application for a new license must be on file with the Commission.

004.01B A request for a temporary operating permit must be filed with the application.

004.01C Temporary operating permits may not exceed 90 days in total duration.

004.01D If the sale of the business fails to occur, the previous licensee can be reinstated during the pendency of the temporary operating permit upon request of the previous license holder.

004.02 Any violations occurring during the pendency of a temporary operating permit will be adjudicated in the following manner:

004.02A Any violations occurring during the temporary operating permit will be used and conferred upon a license if issued. Any violation may be used to determine the fitness of the applicant to receive the requested license.

TEMPORARY OPERATING PERMIT (T.O.P.) REVIEW CHECK LIST

OFFICE USE ONLY

SELLER INFO:

License Class & Number: D 043400
Licensee: Cheema Capital LLC
DBA: Cheema Gas & Liquor



Signature of Seller on T.O.P. Application



Reviewed for Seller's Pending Violations

pending violation



Reviewed Delinquent List



Reviewed with Director

JMR

BUYER INFO:

License Class & Number: D 124728
Licensee: Grass Retail LLC
DBA: Shortstop



Signature of Buyer on T.O.P. Application



Reviewed Buyer's Criminal History



Reviewed Purchase Agreement



Other: 4-30-2022

Administrative Review - Office Use Only

Reviewed by: Jackie B Matulka



Approved



Denied

Date: 1-14-22

Comments:

pending citation set for March Hearings



FORM 125
Rev July 2021
Page 1 of 2

LICENSEE (SELLER) AND APPLICANT (BUYER) SECTION

COMPLETE THE FOLLOWING:

NAME OF CURRENT LICENSEE (SELLER) AND SELLER'S LICENSE #:

Cheema Capital, LLC (owner of license holder) and license No. 043400

AND

NAME OF LICENSE APPLICANT (BUYER):

Grass Retail, LLC, a Limited Liability Company

ON 12/17/2021 (Date) SELLER AND BUYER ENTERED INTO A CONTRACT FOR SALE OF THE ALCOHOL RELATED

BUSINESS KNOWN AS: Cheema's Gas & Liquor

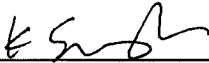
(Seller's Trade Name)

LOCATED AT: 2002 Avenue I Scottsbluff NE 69361
(Street Address) (City) (State) (Zip Code)

BUYER SEEKS TO OBTAIN A TEMPORARY OPERATING PERMIT (TOP) TO ALLOW BUYER TO OPERATE THE BUSINESS UNDER THE SAME TERMS AND CONDITIONS OF THE CURRENT LICENSEE; SUBJECT TO APPROVAL BY THE NEBRASKA LIQUOR CONTROL COMMISSION (NLCC) FOR A PERIOD NOT TO EXCEED 90 DAYS (NO EXCEPTIONS).

SELLER HEREBY DECLARES THAT THEY ARE CURRENT ON ALL ACCOUNTS WITH ALL NEBRASKA LICENSED WHOLESALERS UNDER SECTION §53-123.02. ANY SELLER WHO PROVIDES FALSE INFORMATION REGARDING SUCH ACCOUNTS IS GUILTY OF A CLASS IV MISDEMEANOR FOR EACH OFFENSE.

REQUESTED EFFECTIVE DATE OF TEMPORARY OPERATING PERMIT: 2/1/2022



Signature of **SELLER**

(Do not sign until in the presence of the Notary Public)

KULDIP SINGH

Printed Name of **SELLER**

State of Nebraska, County of Scotts Bluff

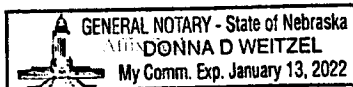
The foregoing instrument was acknowledged before me this:

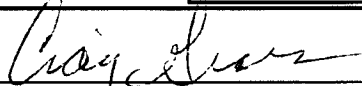
January 6, 2022
(date)

By: Kuldip Singh
name of person(s) signing document in front of Notary

Donna D. Weitzel

Notary Public Signature





Signature of **BUYER**

(Do not sign until in the presence of the Notary Public)

Craig Grass

Printed Name of **BUYER**

State of Nebraska, County of Scotts Bluff

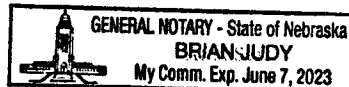
The foregoing instrument was acknowledged before me this:

January 6, 2022
(date)

By: Craig Grass
name of person(s) signing document in front of Notary

Brian Judy

Notary Public Signature



ADDENDUM TO BUSINESS ASSET PURCHASE AGREEMENT

THIS ADDENDUM TO BUSINESS ASSET PURCHASE AGREEMENT is made and entered into this 31 day of January 2022, by and between, CHEEMA CAPITAL, LLC, A Nebraska Limited Liability Company, referred to in this agreement as "SELLER", and GRASS RETAIL, LLC, A Nebraska Limited Liability Company, referred to in this agreement as "BUYER".

This Addendum to Business Asset Purchase Agreement amends the Business Asset Purchase Agreement dated January 6, 2022, between the parties, only as specifically provided for herein, and all of the other terms and conditions of the Business Asset Purchase Agreement remain in full force and effect, unaltered by this Addendum.

1. The Closing date in Paragraph 8 is amended to February 15, 2022.
2. On January 31, 2022, BUYER shall deposit in the trust account of Sorensen, Hahn, Browning & Judy, P.C., \$250,000.00, to be held for the purchase of inventory. Upon closing, the amount will be paid to SELLER for the purchase of all of SELLER'S inventory of alcoholic, non-alcoholic beverages, food items and other perishable and non-perishable items, tobacco products and gasoline.

CHEEMA CAPITAL, LLC, SELLER

GRASS RETAIL, LLC, BUYER

By: _____

Kuldip Singh, Member/Manager

By: _____

Craig Grass, Member/Manager

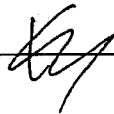
ADDENDUM TO PURCHASE AGREEMENT

THIS ADDENDUM TO PURCHASE AGREEMENT is made and entered into this 31 day of January 2022, by and between, CHEEMA INVESTMENTS, L.L.C., referred to in this agreement as "SELLER", and CRAIG GRASS and GRASS INVESTMENTS, LLC, referred to in this agreement as "BUYER".

This Addendum to Purchase Agreement amends the Purchase Agreement dated December 17, 2021, between the parties, only as specifically provided for herein, and all of the other terms and conditions of the Purchase Agreement remain in full force and effect, unaltered by this Addendum.

1. Craig Grass, individually, is removed as Buyer, leaving Grass Investments, LLC, as Buyer. Craig Grass, individually, shall be included in the financing documents, individually, to personally guarantee payment thereto.
2. The Closing date in Paragraph 9 is amended to February 15, 2022.
3. On January 31, 2022, BUYER shall deposit in the trust account of Sorensen, Hahn, Browning & Judy, P.C., \$250,000.00, to be held for the purchase of inventory. Upon closing, the amount will be paid to SELLER for the purchase of all of SELLER'S inventory of alcoholic, non-alcoholic beverages, food items and other perishable and non-perishable items, tobacco products and gasoline.

CHEEMA INVESTMENTS, LLC,
SELLER,

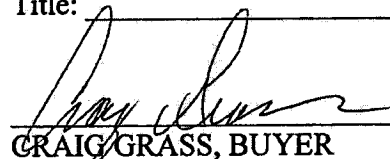
By: 

Title: _____

GRASS INVESTMENTS, LLC
BUYER,

By: 

Title: _____


CRAIG GRASS, BUYER

BUSINESS ASSET PURCHASE AGREEMENT

THIS BUSINESS ASSET PURCHASE AGREEMENT, is made and entered into this 6 day of January 2022, by and between, CHEEMA CAPITAL, LLC, A Nebraska Limited Liability Company, referred to in this agreement as “SELLER”, and GRASS RETAIL, LLC, A Nebraska Limited Liability Company, referred to in this agreement as “BUYER”.

R E C I T A L S

SELLER is the owner of all of the petroleum inventory, convenience store inventory, beverage and liquor inventory, shelving, office equipment and other miscellaneous non-fixture personal property and good will, located in the convenience store portion of the building located at 2002 Avenue I, Scottsbluff, Nebraska.

SELLER currently leases the premises in which the convenience store is operated, from Cheema Investments, L.L.C.

The parties have agreed to a sale and purchase of certain assets of SELLER, have agreed to certain contingencies regarding the sale and wish to reduce their agreement to written form.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other valuable consideration, the parties agree as follows:

1. Property. The property which SELLER has agreed to sell and BUYER has agreed to purchase is described as all of the petroleum and fuel inventory contained in the fuel storage tanks located on the premises, all of the convenience store inventory and supply of perishable and non-perishable goods, all inventory of tobaccos products, all beverage inventory including alcoholic and non-alcoholic beverages, all shelving, office equipment, and other miscellaneous

non-fixtured personal property located in the convenience store portion of the premises and all of SELLER'S good will.

2. Purchase Price and Terms of Payment. The purchase price for the property described above will be determined upon the completion of an inventory to determine the value, which will be completed prior to closing by an independent third party, at SELLER'S cost. The entire purchase price shall be paid by BUYER to SELLER at the time of closing as hereafter provided.

3. Personal Property Tax. SELLER will be responsible for and agrees to pay all personal property tax assessed for the year 2021 and prior. Any personal property tax that may be due for 2022, will be pro-rated between the parties to the date possession is given.

4. Default. In the event either party shall default in the performance of the terms and conditions herein, and shall fail to close as required, the non-defaulting party shall have all remedies provided at law or in equity against the defaulting party arising out of the breach, including, without limitation, the right to seek specific performance of the terms of this agreement.

5. Continuation of Business. SELLER agrees that to the fullest extent possible, SELLER will continue the operation of the business through closing, and possession is given to BUYER.

6. Completion of Inventory/Credit Card Sales. Immediately before Closing, the parties will measure the remaining petroleum fuel inventory and determine its price, and will inventory the beverage and non-beverage convenience store items, to determine their cost, which amounts shall be added to the purchase price as provided for herein, to be paid by BUYER at

closing. SELLER shall be entitled to all credit card sale revenues until closing and the parties agree that any credit card sale revenue generated prior to closing shall be paid to SELLER.

7. Post Closing Cooperation. The parties recognize and agree that in the event the execution of any other documents or instruments shall be needed after closing to carry out the purpose of this agreement, facilitate the issuances of licenses, or comply with any regulatory requirements, that they will cooperate in the preparation and execution of the same.

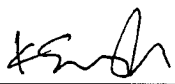
8. Closing, Possession, and Risk of Loss. Closing shall occur on January 31, 2022, which is the date the BUYER is purchasing at closing, SELLER shall execute and deliver to BUYER a proper Bill of Sale for the personal property and equipment sold herein. BUYER will tender payment of the purchase price, and possession of the property will be given to BUYER.

10. Expenses. The expenses incurred in completing this transaction shall be paid by SELLER, except for any cost incurred by BUYER in applying for and obtaining a liquor license.

This contract shall extend to and bind the parties, their heirs, assigns, and personal representatives, and successors in interest.

CHEEMA CAPITAL, LLC, SELLER

GRASS RETAIL, LLC, BUYER

By: 
Kuldip Singh, Member/Manager

By: 
Craig Grass, Member/Manager

RECEIVED
JAN 12 2022
NEBRASKA LIQUOR
CONTROL COMMISSION

Shelf 3

Row 4

- Early times 1.75 (6)
- Knob creek 100 proof 1.75 (7)
- J.P Wisers do you lux 1.75 (4)
- Dewars white label 1.75 (4)

Row 5

- Kessler 1.75 (14)
- Cabin still 1.75 (21)
- Clan McGregor 1.75 (7)

Row 6

- Ezra Brooks 80 proof 1.75 (11)
- Ezra Brooks 90 proof 1.75 (3)
- Canadian mist 1.75 (8)
- Yukon Jack 100 Proof 1L. (7)
- Turn high 1.75 (8)

Shelf 4

Row 1

- Jose Cuervo silver 1.75 (6)
- Jose Cuevo gold 1.75 (7)
- Jose Cuervo platino 1.75 (2)
- El Jimador 1.75 (11)
- Hornitos reposado 1.75 (3)
- Canadian hunter 1.75 (7)

Row 2

- Jack Daniels 1.75(3)
- Passport scotch 1.75 (24)
- Fireball 1.75 (11)

Row 3

- Jaegermeister 1.75 (13)
- Johnny Walker red label 1.75 (7)
- Johnny Walker Black label 1.75 (2)
- Pendleton 1.75 (8)
- Eight seconds 1.75 (12)

Row 4

- Cutty Sark 1.75 (12)
- Where J&B 1.75 (10)
- Jamison 1.75 (8)
- Dewars White Label 1.75 (7)

Row 5

- Old smuggler 1.75 (16)
- Bartons Canadian 1.75 (9)
- Ancient age 1.75 (6)
- House of Stuart 1.75 (8)

Row 6

- Grande Canadian 1.75 (9)
- Kentucky deluxe 1.75 (12)
- Canadian springs 1.75 (14)

Shelf 5

Row 1

- Canadian hunter 1.75 (8)
- Crown royal set 750 (2)
- Canadian club 1858 set 750 (3)
- Kilbeggan set 750 (1)
- Southern comfort set 750 (5)

Row 2

- Crown Royal Apple 1.75 (5)
- Crown royal 1.75 (2)
- Hornitos Plata 1.75 (5)
- Scoresby 1.75 (10)

Row 3

- Seagrams 71.75 (9)
- Seagrams video Canadian 1.75 (8)
- Canadian club 1858 1.75 (12)
- Canadian mist 1.75 (7)
- Captain Morgan tropical punch 175 (4)

Row 4

- potters crown 1.75 (5)
- Southern comfort set 750 (2)
- Windsor Canadian 1.75 (10)
- Black velvet 1.75 (5)

Row 5

- Canadian hunter 1.75 (24)
- Lord Calvert 1.75 (20)

Row 6

- R&R reserve 1.75 (4)
- R&R apple 1.75 (5)
- R&R peach 1.75 (2)
- R&R 1.75 (5)
- James Fox 1.75 (7)

Shelf 6

Row 1

- Canadian club 1858 set 750 (4)
- Jagermeister 1.75 (7)

- Passport scotch 1.75 (11)
- Viuda de Sanchez 1 L (4)
- De Kuyper sour apple pucker 1.75(4)

Row 2

- Southern comfort 100 proof 1.75 (9)
- Southern comfort 1.75 (11)
- Cruzan 1.75 (7)
- One shot of 1.75 (4)
- Burnetts white rum 1.75 (4)

Row 3

- Captain Morgan 1.75 (two)
- Captain Morgan white rum 1.75 (4)
- Captain Morgan long island ice tea 1.75 (4)
- Captain Morgan mai tai 1.75 (4)
- Calypso 1.75 (8)
- Admiral Nelson silver rum 1.75 (4)
- Admiral Nelson 1.75 (3)
- Admiral Nelson Gold rum (4)

Row 4

- Bacardi Lemon 1.75 (6)
- Bacardi gold 1.75 (2)
- Bacardi black 1.75 (7)
- Bacardi superior 1.75 (7) next line Bacardi Oakheart 1.75 (3)
- Black heart 93 proof 1.75 (7)

Row 5

- Castillo 1.75 (8)
- Costillo silver 1.75 (6)
- Costillo Gold 1.75 (8)
- RonDiaz 1.75 (10)
- RinDiaz 93 proof 1.75 (2)
- RonDiaz coconut 1.75 (8)

Row 6

- McCormick rum 1.75 (10)
- Ronrigo Gold 1.75 (3)
- RonDiaz White 1.75 (4)
- Ronrigo Silver 1.75 (11)

Shelf 7

Row 1

- Malibu 1.75 (2)
- Lord Calvert ducks Unlimited 750 (4)
- Jaegermeister Hot ginger 750 (1)
- Jaegermeister Spice 750 (4)
- Phillips blackberry brandy 1.75 (4)

Row 2

- Tanqueray Dry Gin 1.75 (7)
- Barton extra dry gin 75 (11)
- Burnetts dry gin 1.75 (10)
- Gilby's gin 1.75 (5)
- Bombay Sapphire Dry gin 1.75 (3)
- Bombay dry gin 1.75 (4)

Row 3

- Seagrams extra Trajan 1.75 (6)
- Skol dry gin 1.75 (7)
- DeKuyper Hot damn 1.75 (7)
- Hiram Walker peach schnapps 1.75 (4)
- Seagrams extra smooth marker 1.75 (6)

Row 4

- Burnetts Cosmo 1.75 (8)
- Dailies sweet and sour mix 1 L (12)
- Chi-Chi's white Russian 1.5 (2)
- Chi-Chi's strawberry margarita 1.5 (6)
- Chi-Chi's Long Island iced tea 1.5 (3)
- Zing zang bloody Mary mix 32 fl oz (5)
- Chi-Chi's Mojito 1.75 (5)
- UV Silver vodka 80 proof 1.75 (2)

Row 5

- Roses sweetened lime juice 1 L (3)
- Zing zang bloody Mary mix 32 fl oz (6)
- Zing zang bloody Mary mix 59.2 fl oz (1)

- Zing zang strawberry margarita/daiquiri mix 32 fl oz (6)
- Parrot Bay blended mudslide 1.75 (2)
- Hiram Walker peppermint schnapps 1.75 (4)
- Chi-Chi's Mexican mudslide 1.5 (9)
- Jose Cuevo margarita mix 1 L (3)
- New Amsterdam 1.75 (3)

Row 6

- Sysco Imperial strawberry daiquiri/margarita mix 1 L (four)
- Zing zang margarita mix 32 fl oz (10)
- Zing zang Margarita mix 1.75 (5)
- Zing zang mango margarita mix 32 fl oz (5)
- Jose Cuevo pomegranate margarita mix 1.75 (2)
- Canadian hunter 1.75 (18)

Shelf 8

Row 1

- Ursus punch 1.75 (1)
- Grey goose 1.75 (6)
- Grey goose 750 (3)
- Ketel One Citroen 750 (3)
- Ketel one Citroen 1.75 (1)
- Absolute vodka 1.75 (10)

Row 2

- Svedka vodka 1.75 (5)
- Svedka cucumber lime 1.75 (5)
- Gilby's vodka 1.75 (9)
- Pinnacle vodka 1.75 (Eight)
- Smirnoff vodka 1.75 (five)
- Sky vodka 1.75 (8)

Row 3

- platinum 7X1.75 (6)
- Phillips vodka 1.75 (8)
- Burnetts vodka 1.75 (4)
- McCormick vodka 1.75 (3)
- Barton vodka 1.75 (7)

Row 4

- UV Silver 1.75 (4)
- UV limeade 1.75 (9)
- UV blue 1.75 (4)
- Seagrams extra smooth vodka 1.75 (7)
- Tito's vodka 1.75 (5)
- New Amsterdam 1.75 (4)
- Wave vodka 1.75 (one)
- Wave frosted cinnamon bun vodka 1.75 (4)

Row 5

- Fleischmanns vodka 1.75 (10)
- Fris vodka 1.75 (7)
- Sköl vodka 1.75 (13)
- Absolute vodka 1.75 (8)

Row 6

- chi-Chi's piña colada mix 1.5 (13)
- Chi-Chi's Mexican mudslide 1.5 (4)
- Chi-Chi's margarita mix 1.5 (one)
- Jose Cuevo's margarita mix 1.75 (2)
- Jose Cuervo strawberry margarita mix some 1.75 (four)
- Chi-Chi's long island ice tea 1.5 (3)
- Phillips vodka 1.75 (3)
- Phillips peppermint schnapps 1.75 (3)

Shelf 8

Row 1

- Hiram walker triple sec 60 proof 750 (4)
- Hiram Walker triple sec 30 proof 750 (3)
- Hiram Walker peach Schnapps 750 (3)
- Hiram walker amaretto 750 (3)
- Walker pomegranate schnapps 750 (4)
- Ryan's Irish cream 750 (2)
- Carolans Irish cream 750 (1)
- Baileys almond milk 750 (3)
- Baileys Irish cream 750 (4)
- Kahlúa 70 proof midnight 750 (1)
- Saint Brendan's Irish cream 750 (4)
- Frangelico hazelnut 750 (2)
- BOLS candycane 750 (3)
- Hiram Walker crème de menthe 750 (4)
- Kamora Coffee 750 (1)
- Crown Royal vanilla 750 (4)
- Crown royal black 750 (4)
- Crown royal 750 (4)
- Patron reposado 750 (3)
- Petrone silver 750 (3)
- Paddy Irish whiskey 1 L (four)
- Jamison Irish whiskey 750 (3)
- Jamison black barrel 750 (4)
- Johnny Walker High rye 750 (5)
- Johnny Walker red label 750 (3)
- Johnny Walker Black label 750 (4)
- Knob creek rye whiskey 100 proof 750 (6)
- Jack Daniels Tennessee fire 750 (4)
- Jack Daniels Tennessee honey 750 (3)
- Jack Daniels Tennessee whiskey 750 (8)
- Cinerator cinnamon whiskey 750 (4)
- Fireball cinnamon whiskey 750 (12)
- Jaegermeister Cold brew coffee 750 (5)
- Jaegermeister hot ginger 750 (5)
- Jaegermeister 750 (3)
- Jaegermeister spice 750 (4)
- Presidente 750 (4)
- Hornitos reposado 750 (5)
- Hornitos plata 750 (5)

- E&J brandy 750 (4)
- E&J Grand blue 750 (3)
- The Dubliner Irish whiskey 750 (1)
- Bacardi lemon 750 (4)
- Bacardi Limon 750 (2)
- Bacardi raspberry 750 (2)
- Bacardi banana 750 (3)
- Bacardi black 750 (4)
- Bacardi oak heart spiced rum 750 (1)
- Bacardi gold 750 (5)
- Bacardi Oak heart Smooth space room 750 (8)
- Bacardi superior 750 (3)
- Malibu 750 (3)
- Malibu watermelon 750 (4)
- Seagrams extra smooth Vodka 750 (10)
- New Amsterdam 750 (4)
- Wave vodka 750 (4)
- Ketel one Citroen 750 (3)
- Absolute vodka 750 (7)
- Absolute grapefruit 750 (2)
- Stolichnaya vodka 750 (3)
- Fris Vodka 750 (5)

Row 2

- DeKuyper cactus juice 750 (2)
- DeKuyper Blackberry brandy 750 (3)
- Phillips peppermint schnapps 750 (3)
- DeKuyper peppermint schnapps 750 (5)
- Hiram Walker peppermint schnapps 750 (5)
- Hiram Walker sour apple schnapps 750 (5)
- Hiram Walker sour apple schnapps 1 L (two)
- Hiram walker creme de cacao 750 (1)
- Hiram Walker peach brandy 750 (4)
- Hiram Walker apricot brandy 750 (4)
- DeKuyper cactus juice 750 (3)
- Hiram Walker blackberry brandy 750 (3)
- DeKuyper Blackberry brandy 750 (3)
- Du Boucher Blackberry brandy 1 L (2)
- Pendleton whiskey 750 (Eight)
- Eight seconds 750 (6)
- Screwball peanut butter whiskey 750 (1)
- Sheepdog peanut butter whiskey 750 (8)
- Tullamore dew Irish whiskey 750 (Two)
- Jim Beam vanilla 750 (5)
- Jim Beam Apple 750 (3)

- Jim Beam peach 750 (3)
- Jim Beam Jacobs ghost 750 (5)
- Jim Beam red stag 750 (3)
- Jim Beam orange 750 (5)
- Jim Beam fire 750 (5)
- Jim Beam honey 750 (5) to say next line Jim Beam 750 (3)
- Jim Beam rye 750 (2)
- Bird dog peach whiskey 750 (6)
- Bird dog peanut butter whiskey 750 (6)
- Bird dog strawberry whiskey 750 (4)
- Bird-dog black cherry whiskey 750 (6)
- Bird-dog blackberry whiskey 750 (7)
- Bird dog apple whiskey he (7)
- Bird dog peach whiskey 750 (6)
- Korbel brandy 750 (3)
- Korbel xs 750 (4)
- E&J brandy 750 (4)
- E&J VS 750 (7)
- E&J apple 750 (3)
- parrot Bay coconut 750 (11)
- Captain Morgan silver rum 750 (9)
- Admiral Nelson's Cherry spice 750 (4)
- Admiral Nelson Space room at 750 (5)
- Blackheart 93 proof 750 (3)
- Captain Morgan spiced rum 750 (7)
- platinum 7X 750 (5)
- Svedka vodka 750 (6)
- Tito's vodka 750 (8)
- Smirnoff vodka 750 (4)
- Smirnoff vanilla vodka 750 (4)
- Smirnoff blueberry vodka 750 (4)
- Smirnoff pink lemonade vodka 750 (2)
- Smirnoff citrus vodka 750 (4)
- Beard off whipped cream vodka 750 (4)
- Skyy infusions blueberry 750 (5)
- Three olives vodka 750 (4)
- Burnetts vodka 750 (8)

Row 3

- DeKuyper sour apple pucker 750 (2)
- Fulton's harvest pumpkin pie 750 (3)
- DeKuyper tropical pineapple 750 (6)
- DeKuyper triple sec 750 (5)
- DeKuyper butter shots 750 (3)
- DeKuyper Hot damn 750 (5)

- Dr. McGillicuddy's butterscotch 750 (1)
- Dr. McGillicuddy's wild grapes 750 (2)
- Dr. McGillicuddy's Raw vanilla 750 (5)
- Dr. McGillicuddy's cherry 750 (4)
- Dr. McGillicuddy's mentholmint 750 (5)
- Rare J&B 750 (5)
- Canadian club 1858 750 (8)
- Dewars White label 750 (4)
- Cinerator cinnamon whiskey 750 (3)
- Rich and rare 750 (6)
- Wild Turkey 101 750 (8)
- Tin cup 750 (3)
- Evan Williams 750 (4)
- Evan Williams honey 750 (3)
- Evan Williams cherry 750 (4)
- Evan Williams peach 750 (3)
- Evan Williams fire 750 (2)
- Evan Williams 750 (2)
- Southern comfort 100 proof 750 (5)
- Southern comfort 750 (7)
- Kentucky deluxe 750 (5)
- El Tesoro blanco 750 (3)
- Cazadores blanco 750 (2)
- Pepe Lopez silver 750 (3)
- Pepe Lopez gold 750 (4)
- Montezuma silver 750 (4)
- Montezuma gold 750 (5)
- Cabin fever maple whiskey 750 (1)
- El jimador reposado 750 (5)
- El jimador silver 750 (2)
- El Tesoro reposado 750 (4)
- Tanqueray dry gin 750 (7)
- Seagrams extra dry Jen 750 (4)
- Bombay dry GEN 750 (8)
- Bombay Sapphire 750 (1)
- Cruzan aged rum 750 (5)
- Cruzan light rum 750 (3)
- Cruzan aged Romans 750 (3)
- Cruzan guava rum 750 (5)
- Cruzan strawberry rum 750 (4)
- Cruzan blueberry lemonade rum 750 (9)
- Cruzan coconut rum 750 (4)
- Kuya Fusion rum 750 (2)
- Goldschlager 750 (9)
- UV whipped 750 (2)
- UV Cherry 750 (1)

- UV blue 750 (3)
- UV silver 750 (6)
- Pinnacle whipped 750 (3)
- Pinnacle 750 (8)
- Pinnacle citrus 750 (8)

Row 4

- DeKuyper sour apple pucker 750 (5)
- DeKuper Watermelon pucker 750 (2)
- DeKuyper peach tree 750 (5)
- Phillips butter scotch schnapps 750 (4)
- Cask and cream temptation 750 (1)
- BOLS apricot brandy 750 (4)
- Hiram Walker black cherry 1 L (2)
- 99 bananas 750 (7)
- French kiss 750 (3)
- Kinky red 750 (2)
- Alize Gold passion 750 (2)
- 40 creek barrel select 750 (2)
- Everclear 750 (4)
- Canadian Spring 750 (5)
- Windsor Canadian 750 (3)
- Northern lights 750 (5)
- black velvet 715 (4)
- Canadian club reserve Aged 9 years 750 (6)
- Canadian club classic age 12 years 750 (1)
- Makers Mark 750 (6)
- Seagram seven 750 (8)
- Canadian mist 750 (4)
- Lord Calvert 750 (6)
- Beams 8 star 1 L (seven)
- Early times 750 (8)
- Jose Cuevo traditional silver 750 (1)
- Jose Cuervo reposado 750 (5)
- Jose Cuevo traditional plata 750 (5)
- Jose Cuevo silver 750 (2)
- Jose Cuervo Gold 750 (4)
- Tequila rose strawberry 750 (11)
- Sauza silver 759 (5)
- Sauza gold 750 (4)
- Rum chata 750 (10)
- Gilby's gin 750 (5)
- Bartons extra dry gin 750 (3)
- McCormick gin 750 (7)
- Country club gin 750 (10)

- Effen blood orange 750 (1)
- Ronrigo gold 750 (4)
- Ronrigo silver 750 (5)
- Phillips black 100 750 (6)
- Gilby's vodka 750 (8)
- French kiss 750 (11)
- Smirnoff 750 (9)
- Platinum 7X 750 (1)
- Burnetts Vodka 750 (3)
- Skyy vodka 750 (3)
- Ultimat vodka 750 (2)

Boxes on the side

- Seagrams VO 1.75 (two cases +3)
- Jim Beam 1.75 (two cases +3)
- Jose Cuervo Gold & silver 1.75 (two cases+1 gold & 1 silver)
- pinnacle vodka 750 (2 cases +9)
- Lord Calvert 1.75 (three cases)
- Sailor Jerry 1.75 (one case +4)

- Yellow tail Merlot 24 bottles
- Yellowtail Shiraz 24 bottles
- Yellow tail seven cases Cabernet Sauvignon
- Five cases yellowtail Merlot
- 15 cases sky Wadkar 50 ML's
- ENG 751 case
- Hiram walker 1.752 cases
- Call Rich on the rail 175 6cases
- J&B scotch 1.75 L four cases
- Blackberry brandy 751 case
- Hiram walker blackberry brandy four cases 750
- Seagrams 7. 2 cases 175
- Chi-Chi's mudslide two cases
- Dekiyper sorry Apple one case
- Old crew two cases 175
- The Kuipers 1705 four cases
- Seagrams VO seven cases 175
- Bacardi 750 3 cases
- Bacardi superior 175 one case
- Cutty Sark 175 3cases
- Yeager Meister 1.75 L four cases
- Evan Williams 175 2cases
- Fireball 175 3 cases
- Fireball 750 mL three cases
- Canadian club 750 9 year old one case
- Hiram walker paper bird shit off two cases 175
- Eight seconds three cases 175
- Four cases 750 Fireball
- Four cases Pandolton 750
- Admiral Nelson 750 One case
- Canadian club regular 751 case
- Captain Morgan 175 4 cases
- Makers mark 175 L one case
- Evan william bourbon 4 750 cases
- Pendleton 1.75 L four cases
- Jim beam 1.75 L two cases
- Grand Canadian 1.75 L one case
- Load Calvert 750 mL four cases
- Phillips vodka 1.75 L six cases
- Pinnacle vodka three cases 1.475 L
- Passport scotch four cases 1705
- Lord Calvert 175 leader five cases
- Wild Turkey 101 4 cases 175
- Sailor Jerry 1.75 L three cases
- Black velvet 1.75 L two cases
- Southern comfort hundred proof five cases 1.75 L

- Canadian spring one. 75 L seven cases
- Fleshman vodka 1.75 L 10 cases
- Pinnacle vodka 1.75 L five cases
- Evan William 750 mL one case
- Bacardi 75 one case
- Evan Williams flavors for cases 750 ML
- Canadian mist 750 one case
- Kentucky deluxe 1.75 L one
- Canadian spring one. 75 L one case
- Canadian Spring 1.75 L nine bottles
- This is the south wall west side the storage room

Middle aisle west side

- 48 bottles of crown black 750 ML
- Four bottles crown vanilla 750
- Alan William Honey 75 bottle
- Nine bottles crown royal 750 ML
- Three bottles crown apple 1.75 L
- Captain Morgan 1754 bottles
- Canadian club 1.75 L one bottle
- Canadian hunter 1.75 L one bottle
- Baht in Canadian four bottles 175
- Canadian mist three bottles one. 75 L
- Maker mark one. 75 L one bottle
- Canadian spring one. 75 L 4btl
- Rich and Ray Apple one bottle 1.75
- Three bottles Canadian club 1.75 L
- 20 bottles Jack Daniels honey 1.75 L
- Admiral Nelson silver rum 1.75 L one bottle
- Eight second 1.75 L three bottles
- Seagrams seven real 1.75 L two bottles
- Old Smuggler one. 75 L five bottles
- Southern comfort 1.75 L of 4 bottles
- Ezra brook 1.75 L five bottles
- Or the smuggler one. 754 bottles
- Jack Daniels honey 1.75 L one bottle
- Adrian Hunter Canadian Hunter four bottles 1.75 L
- Add them all Nelson fight bottle one. 75 L
- One bottle of Jack Daniels honey 1.75 L

Middle aisle Westside second row from the top

- 25 bottles of wild Turkey 101 750 ML
- Six bottle Canadian club 750
- Northern light 754 bottles
- Jack Daniel 750 mL two bottles
- J&B scotch 750 mL four bottles
- Bacardi Limon 10 bottles 750 mL
- Three bottles Evan William Cherry
- 19 bottles Evan William Cherry 750 mL
- 20 bottles Bacardi Oakheart 750 ML
- Six bottles 750 Bacardi gold
- Three bottles Bacardi Oakheart glass
- Three bottles of Bacardi Barada 750 ML
- Six Bacardi raspberry 750 ML
- Bacardi superior seven bottles 750
- 18 bottles Johnny Walker Black 750 ML
- Six bottle Johnny Walker red label 1.75 L
- One bottle Canadian hunter one. 75 L
- Two bottles Southern comfort 100 proof 1705
- Seven bottles 750 ML Amarado Hiram walker
- Five bottles Dekiyper peppermint schnapps 750 ML
- Seven bottles Dr. McGillicuddy 750 ML
- Southern comfort 1.75 L original four bottles
- 20 bottles Dekiyper triple sec 750 ML
- Dekiyper pineapple seven bottle 750 ML
- Dekiyper cactus juice five bottles 750 ML
- Hiram walker apple 1 750 ml
- Hide and walk peppermint snap 11 bottle 750

Middle aisle west third row from top

- Jack Daniel fire seven bottles 750 ML
- Evan william peach eight bottles
- Southern comfort hundred proof 750 mL 11 bottles
- Jim beam peach 1716 bottles
- Admiral Nelson 750 ml 3bottel
- Captain Morgan Gold six bottles 750 ML
- Captain Morgan silver two bottles of white rum
- Captain Morgan 1.75 L bottles nine bottles
- Seagrams seven 750 ML five bottles
- Canadian spring 75. 2 bottles
- Lord Calvert 750 ML nine bottles
- Black velvet 750 ML eight bottles
- Yukon Jack 1 L 100 proof six bottles

- Blackheart 93 proof six bottles
- Lord Calvert 750s two bottles
- Bar Canadian one. 75 L one bottles
- Cruzan agave rum pink seven bottles 750 ML
- 10 bottles Cruzan aged rum gold 750 mL
- 11 bottle Cruzan rum silver 750 mL
- John Jamison black barrel Irish 750 mL black one bottle
- Dekiyper apple 14 bottles 750
- Call Walker Amarado three bottles 750 ML
- Hiram walker apricot 750 ml
- Dekiyper flavor blackberry brandy 14 bottles 750 ML
- Hi Walker blackberry brandy 750 plastic bottle four
- Bullles candy cane five bottles 750 mL
- The Kuipers peppermint 16 bottle 750 mL
- The Kuiper cactus juice 14 bottles 750 ML
- Hot Dam six bottle 750 ML

Middle aisle fourth row from top

- Instant age 750 mL five bottles
- Jim Beam orange seven bottles
- Jim Beam ghost 11 bottles
- Jim beam regular 13 bottles
- Jim beam red stag 11 bottles
- All above are 750 ML's
- Jim Beam vanilla five 750 ML
- Jim beam fire four bottles 750 ML
- Jim Beam Apple one case
- Jim Beam vanilla three bottles
- Captain Morgan 756 models
- Johnny Walker red 750 mL five bottles
- Jim Beam red stag two bottles
- Evan Williams nine bottles
- Johnny Walker red 750 mL four bottles
- Country club gin four bottles 1 L
- Phillips butterscotch one bottle 750 mL
- Peach tree 750 mL to bottles dkuper
- Canadian club nine year old 750 mL three bottles Dekiyper apple pucker 750 mL three bottles
- Hiram walker peppermint 753 bottles
- Pendleton 750 mL four bottles
- Dr. Miguel Kari mental mint seven bottle 750 mL
- Hiram walker peach flavor Schnapp 750 mL four bottle
- Hiram walker apricot 15 bottles
- The Kuipers sour Apple nine bottles 750
- Old Crow 1.75 L one bottle

- Dekiyper Triple sack nine bottles 750 ml

Middle aisle fifth row from top

- Yukon Jack 750 mL 12 bottles 750 mL
- Windsor Canadian 750 mL glass five bottles
- Early times 750 mL glass bottle one
- Early time 750 mL plastic bottles eight
- Makers mark 17 bottle 750 mL
- One bottle tin cup
- 11 bottle northern light Canadian 750 mL
- Dr. Madoo Miguel Kari cherry five bottles
- Yeager master spice 750 mL five bottles
- Dekiyper peach tree 6bottles 750 ML
- Dr. Miguel Kari Cherry six bottles 750 mL
- ENJ Brandi 750 mL glass eight bottles

Middle aisle bottom row

- Eight bottle Beam eight star leaders
- 40 Creek nine bottles 750 ML
- Casadores tequila one bottle 750 mL
- Bola 750 apricot flavor six bottles
- John James Irish whiskey nine models 750 ML
- Sailor Jerry 1.75 L one bottle
- 33 bottles makers mark 750 mL
- Korbel brandy 11 bottles 750 ML
-
- Canadian mist 1.75 L seven bottles
- One bottle Dewars scotch 175 L
- ENJVS6 bottles
- E & J Axl two bottles two cases Evan William flavors 750 mL Apple
- Two cases of 50 mL of Pendleton 50 mL
- One sleeve of Seagrams VO 50 mL

Back room

Side 1

- Franzia chillable red 5 L (four cases)
- Frenzia Crisp white 5 L (three cases)
- Francia Moscato 5 L (one case)
- Franzia sunset blush 5 L (three cases)
- Francia Pinot Grigio colombar 5 L (3)
- Franzia Merlot 5 L (one)
- Franzia Chardonnay 5 L (one case)
- Franzia fruity red sangria 5 L (one case +2)
- Franzia dark red blend 5 L (one case)
- Relax riesling 750 (One case)
- Risata moscato 750 (3 cases)
- Shutter home sweet red 750 (one case)
- barefoot Pinot Grigio 750 (2 cases)
- Barefoot Moscato 750 (one case)
- Hornitos reposado 750 (6 cases)
- relax cool read 750 (one case)
- Relax riesling 750 (One case)
- Jose Cuervo traditional plata 750 (1 case)
- Canadian club reserve nine years 750 (4 cases)
- DeKuyper peppermint schnapps 750 (one case)
- Admiral Nelson 750 (one case)
- Ron Rico white rum 750 (one case)
- Ryans Irish cream 750 (two cases +5)
- Sauza Gold 750s (two cases)
- Sauza Gold (one case)
- Bacardi superior 750
- Evan Williams 750(two case)
- Sauza Silver 1 L (Two cases)
- Evan Williams fire 750 (8)
- Sauza silver 750 (one cases)
- Sauza silver 1L (one case)
- Tanqueray dry gin 1.75 (two cases)
- Calypso 1.75 (six cases)
- Everclear 750 (10)
- Smirnoff 1.75 (four cases)
- Fris Vodka 1.75. (Two cases)
- Smirnoff 750 (2 cases)
- Tito's vodka 1.75 (two cases)
- absolute vodka 1.75 (three cases)
- Fris Vodka 750 (2 cases)
- Ronrigo silver 1.75 (one case)

- Ronrigo Gold 750 (one case)
- MD 2020 red group 750 (one case)
- Bombay dragon 1.75 (one case)
- Evan Williams 750 (one case)
- Bacardi Limon 750 (one case)
- Seagrams extra dry gin 1.75 (5)
- Seagrams extra smooth vodka 1.75 (four cases)
- Castello gold 1.75 (Four cases)
- Castillo spice from 1.75 (six cases)
- Gilbeys Gin 1.75 (three cases)
- Stolichnaya 750 (one case)
- Barton vodka 1.75 (four cases)
- McCormick Vodka 1.75 (fifteen cases)
- Rum chata 750 (two cases)
- Sauza 750 (two cases)
- Jaegermeister 375 (one case)
- Admiral Nelson 750 (one case)
- Tito's vodka 750 (one case)
- Tito's vodka 1.75 (two cases)
- Bombay Sapphire Dry gin (teo cases)
- Burnetts vodka 750 (one case)
- Skol vodka 1.75 (six cases)
- Burnetts dry gin 1.75 (three cases)
- Platinum 7X 1.75 (14 cases)

Middle rack

Row 1

- Lord Calvert ducks on limited 750 (3)
- Southern comfort gift set 750 (55)
- Jose Cuevo's platino 750 (3)
- 10 high 1.75 (4)
- Juarez gold 1.75 (2)
- Castello silver 1.75 (15)
- Castillo gold 1.75 (4)
- Passport scotch 1.75 (8)
- Castello spiced 1.75 (1)
- Montezuma gold 1.75 (1)
- Jose Cuevo silver 1.75 (2)
- Pepper Lopez gold 1.75 (3)
- Montezuma silver 1.75 (1)

Row 2

- pinnacle vodka 750 (29)
- Crown royal peach 750 (3)
- Three olives vodka 750 (7)
- Smirnoff whipped cream 750 (5)
- Pinnacle whipped 750 (5)
- Platinum 7X 715 (7)
- New Amsterdam 750 (7)
- Jose Cuevo margarita set 750 (5)
- Sauza gold 750 (37)
- Pepe Lopez a goal to 750 (7)
- Pepe Lopez silver 750 (9)
- Stella Rosa strawberry 750 (1)
- Horneitos plata 750 (5)
- Alize gold passion 750 (5)
- Horneitos reposado 750 (9)
- el jimador 750 (5)
- Jose Cuevo traditional plata 750 (1)
- Montezuma silver 750 (3)
- El Tesoro reposado 750 (5)
- Cruzan coconut rum 750 (3)
- Parrot Bay 750 (1)
- Sauza silver 750 (3)
- Relax cool red blend 750 (9)

Row 3

- Fris vodka 750 (35)
- Seagrams extra smooth vodka 750 (3)
- New Amsterdam 750 (5)
- Platinum 7X 1.75 (Three)
- Tito's vodka 750 (1)
- Pinnacle 1.75 (1)
- Smirnoff vanilla 750 (7)
- Smirnoff citrus 750 (1)
- Smirnoff blueberry 750 (1)
- Smirnoff pink lemonade 750 (7)
- Grey goose 750 (1)
- Absolute vodka 750 (four)
- Barton vodka 1.75 (2)
- Svedka vodka 1.75 (C1)
- Jose Cuevo Traditional 750 (1)
- Sauza silver 750 (3)
- Stolichnaya 750 (9)
- Hornitos reposado 1.75 (2)
- Jose Cuervo Gold 750 (2)
- Jose Cuervo traditional reposado 750 (1)

- Saint Brendan's Irish cream 750 (15)
- Bombay dry gin 1.75 (2)
- Bombay dry gin 750 (3)
- Patron reposado 750 (One)
- Patron silver 750 (3)
- Paddy Irish whiskey 1 L (seven)
- Gallo vermouth 750 (6)
- Jaegermeister cold brew 750 (4)
- DeKuyper sour apple pucker 750 (2)
- Hiram Walker crème de menthe 715 (1)
- Malibu 750 (9)
- Malibu watermelon 750 (8)

Row 4

- UV blue 750 (4)
- Tito's vodka 1.75 (1)
- Svedka vodka 1.75 (2)
- Jaegermeister cold brew 750 (two cases)
- DeKuyper Peppermint schnapps 750 (1)
- Paddy Irish whiskey 1 L (3)
- UV blue 1.75 (3)
- Makers Mark 750 (1)
- Sauza gold 1.75 (1)
- Ronrigo gold 750 (3)
- Fris vodka 750 (1)
- Baileys almond milk 750 (8)
- Baileys Irish cream 750 (5)
- Hiram walker sour apple 750 (2)
- Ronrigo gold 750 (3)
- Montezuma gold 1.75 (4)
- Bird-dog black cherry 750 (3)
- Evan Williams Cherry 750 (1)
- Ronrigo silver 750 (3)
- Tanqueray gin 750 (1)
- Bird dog peanut butter whiskey 750 (3)
- Bird dog black cherry gift set 750 (3)
- Kahlúa 750 (2)
- Jameson 1.75 (1)
- Relax pink Rosie 750 (2)
- Kentucky deluxe 750 (3)
- Bird-dog BlackBerry 750 (3)
- Johnny Walker high rye 750 (7)
- Captain Morgan tropical punch 1.75 (two)
- Korbel Brandy 750 (5)
- House of Stewart 1.75 (1)

- Captain Morgan mai tai 1.75 (1)

Row 5

- French kiss 715 (eight)
- Fris 750 (two)
- UV silver 750 (three)
- Svedka 750 (11)
- Black heart 1.75 (2)
- Gilbert's vodka 750 (1)
- Cazadores blanco 750 (1)
- Calypso 1.75 (3)
- Barton extra dry gin 750 (11)
- Sky vodka 1.75 (1)
- Gilbeys gin 750 (1)
- Gilbeys gin 1.75 (4)
- Seagram's extra dry gin 750 (4)
- Jim Beam red stag 750 (3)
- Chi-chis Long Island iced tea 1.5 (2)
- Passport scotch 1.75 (2)
- Calypso 1.75 (1)
- Northern lights 750 (1)
- Bird dog strawberry whiskey 750 (2)
- Arbor mist pink mascato 750 (3)
- Boone's strawberry hill 750 (11)
- Captain Morgan Long Island iced tea 1.75 (1)
- Jim beam red stag 750 (5)
- Ketel one Citroen 750 (4)
- Barton's Canadian 1.75 (1)

Row 6

- grey goose 750 (7)
- Skyy vodka 750 (7)
- Tito's vodka 750 (2)
- Castello spiced 1.75 (3)
- Castello gold 1.75 (1)
- Gilbeys gin 1.75 (4)
- Tanqueray gin 750 (15)
- Carlo Rossi sangria 4 L (1)
- Skol gin 1.75 (1)
- Burnett's dry gin 1.75 (1)
- Barton's Canadian 1.75 (2)
- Goldshlager 750 (10)
- Tanqueray gin 1.75 (1)

Wine inventory

Shelf 1

Row 1

- Nighthawk gold buttery Chardonnay Bota box 3 L (5)
- Kendall Jackson Sauvignon Blanc 750 (13)
- Kendall Jackson Cabernet Sauvignon 750 (one)
- Kendall Jackson avant Chardonnay 750 (4)
- Chateau Michelle Riesling 750 (5)
- Wild Bill 750 (4)
- Red ass rhubarb 750 (1)
- Yellowtail Moscato 750 (8)
- Yellow tail big bold red 750 (3)
- Yellow tail Shiraz 750 (7)
- Yellow tail Shiraz Grenache 1.5 L (six)
- Yellowtail Chardonnay 750 (2)
- Yellowtail sweet red roo 750 (4)
- Yellowtail sangria 750 (1)
- Yellowtail Pinot Grigio 750 (11)
- Yellowtail Pinot noir 750 (3)
- Yellowtail Riesling 750 (4)
- Yellowtail Chardonnay 750 (1)
- Yellowtail pink Moscato 750 (13)
- Yellowtail Merlot 750 (12)
- yellow tail Cabernet Sauvignon 750 (2)
- Yellow tail moscato 750 (8)
- Yellow tail Shiraz 750 (5)
- yellowtail Pinot noir 750 (Four)
- Relax riesling 750 (6)
- Relax cool red blend 750 (8)
- Relax Pinot Grigio 750 (3)
- relax pink Rosie 750 (4)
- Stella Rosa black cherry 750 (7)
- Stella Rosa Stella peach 750 (6)
- Stella Rosa platinum French vanilla 750 (3)
- Stella Rosa watermelon 750 (3)
- Stella Rosa pineapple 750 (11)
- Stella Rosa red 750 (9)
- Stella Rosa blackberry 750 (4)
- Newman's own Pinot noir 750 (3)
- Common good red 750 (7)
- Newman's own merlot 750 (11)

Cooler

- Stella Rosa Stella peach 759 (2)
- Jaegermeister 375 (5)
- Jaegermeister 200 (15)
- Jaegermeister 750 (3)
- Fireball 750 (2)

Shooter behind the counter

- 10 cases of southern comfort 50 mL hundred proof
- Seven cases Jose Cuervo 50 mL
- 14 cases Fireball 50 ML
- Seven cases Yukon jack 50 ML under the counter
- Old office back liquor room
- 99 brands 50 ML four cases
- Eight cases Southern comfort 50 ML
- One case whistler 50 ML
- Eight models 375 mental mint Dr. McGillicuddy
- One case 24 pack bottles John Jameson Irish whiskey 375
- One case Jose car war 50 ML
- One case of 99 bananas 50 ML
- One case 50 ML PASS0a
- 375 Bacardi 24 pack One case
- Makers mark 375
- case 24 pack bottles
- Three cases Smirnoff 50 ML
- Three cases fireball 50 ML
- One case Yukon jack 750
- One cases fireball 200 ML
- Two cases Pendleton 375
- Four cases of Jack Daniels 50 ML
- Pre-kisses with Jack Daniel 375
- Three cases of Southern comfort 375
- Four cases Jose Corvo 50 ML's
- Three cases of Jack Daniel 375
- Three cases of Jim Beam 375
- 3 cases Jaeger master 375
- One cases for Jager Meister 750
- Six cases of Jager Meister cold brew 50 ML's
- 36 bottles of cold brew Jager Meister 12 200 ML
- 18 sleeps of sailor Jerry 50 ML
- Two bottles of Glen Levitt 750 ML
- Two cases of Seagrams VO
- 15 sleeves of fireball Jack Daniel 50 ML
- Seven sleeves of Jose Corvo 50 ML
- One case of Evan William 375

Back office north wall

- Yukon jack three bottles 375

- Jim beam peach 20 bottles
- Jim Beam vanilla 23 bottles 375
- Jim beam peach 13 bottles 375
- Nine bottles sailor Jerry 375
- 42 bottles of sailor Jerry 200
- 13 bottles of George Dickel 375s
- Five models of rich in rare 375
- 31 bottles of rich and rare 37 fives
- 18 bottles of Jack Daniel 375
- 33 bottles of Jack Daniel 200
- 49 bottles Barton Canadian whiskey 37 fives
- Jaeger master 13 bottle of 375 ML
- Barton vodka 200 mL 50 bottles
- Barton vodka 375 milliliter 18 bottles
- Kentucky deluxe 218 bottles
- One bottle Buchanan decide deluxe 750
- 21 bottles Philip vodka 375 mL
- Absolute vodka 12 bottles 375
- Smirnoff 200 9 bottles
- Hornitos what is tequila 375 24 bottles bottles gold
- Juanito silver 24 bottle
- Al humidor 11 bottle 375 ml
- Cruising rum 375 24 bottles
- Smirnoff 24 bottles of 375 vodka
- Three cases of Smirnov 375 mL

West wall in the office those three shelves

- 12 bottles of patron 750 mL orange box
- 10 bottle of Yeager Master 375 mL
- Four bottles of hard time dekuper
- Six bottles of Hennessy 750 ML
- Three bottles of Barnett 37 fives
- Four bottles of Tangarey 375 gin
- 11 models of Tangarey 200 mL
- 15 bottles of Barton gin
- 10 bottles of rum Chatta 375
- Two bottle of Chivas regal 750 ML
- Two bottles of coral 1800 200
- One bottles of Seagram seven vodka 375
- 12 bottles of tequila rose 200 mL
- Remy Martin three bottles of 375
- One bottle of Kawasia 375
- Three bottles of rum Grandier
- 15 models of Grey goose 200
- 18 bottles of Gregor 375

- One bottles Evan Williams 1783
- Sauza Silver 375 14 bottles
- 32 bottles of Everclear 375 mL
- Three bottles of Effen vodka
- Three bottles or gold Schlager
- Six bottles of B and a B7 150 ML
- 12 bottles of Tito 375
- 24 bottles of Tito's 200 ML
- Seagrams seven 200 mL 20 bottles
- Seagrams seven 375 mL nine bottles

Now the south wall in the old office top shelf

- Four bottles of Glenfiddich 750
- Seven bottle of Remi Martin 750 mL
- LAPHROAIG scotch 6bottles 750 ML
- Two bottles of Seagrams seven 375 mL
- 23 bottles of Lord Calvert 200 mL
- 26 bottle of Southern comfort 200 mL
- Kentucky deluxe seven bottles 375 mL
- 13 bottles of Dr. Miguelcuddy mental meant 375
- Old Crow 16 bottle 200 mL
- 54 bottles of crown vanilla 200 mL
- Seven bottle of crown apple 200
- 42 bottles of crown royal 375 in plastic
- Three bottle of crown royal 375 in glass
- Dekiyper peppermint snops 200 mL 23 bottles
- Dekiyper Apple pucker 11 bottles 375
- Hot damn Dekiyper 300 775 mL 24 bottles
- Peach tree 375 mL the Kuiper 18 bottles
- Seven bottle of Skoal vodka 375
- Eight bottles of McCormick vodka 375 mL
- Two bottles of captain Morgan silver 375 mL
- Hiram walker peppermint schnapps 26 bottles 200 mL
- Makers mark 375 mL 14 bottles bottles
- Fox Canadian 200 ml 31 bottles
- Canadian spring 14 bottles of 200 ML
- Windsor Canadian 36 bottles of 200 ML
- When's the Canadian 375 mL 26 bottles
- Who's the curable 375 mL 20 bottles
- Jose Corvo 375 mL gold 26 bottles
- Jose 200 ml 36
- Two bottle of crown 375 mL
- Bottle of Kentucky deluxe 375 mL
- Smirnoff 375 mL 6bottles
- Bacardi select dark 10 bottles 375 mm

- McCormick 22 bottles 200 ml

Bacardi 200 mm light 51 bottles

- Two bottles of crown apple 200
- 61 bottles of Bacardi silver 375 ml
- Two bottles of Bacardi Limon 375 mm
- 29 bottles of John Jameson Irish whiskey 375 mm
- Two bottles Novela tequila 375
- DISARONNO one bottle of 750 ML and five bottles of 200 ML
- E & J peach 10 bottles 375
- Clan Mcgaga scotch 33 bottles
- Call Vassier VS cognac 11 borrow 375 mm
- 6bottles a Pendleton 375 mm liters
- 18 bottles of Canadian Springs 375 Mili liters
- 18 bottles of crown vanilla 375 mm
- 20 bottles of fireball 375 mm
- 30 bottles of fireball 200 Mili liters
- 42 bottles of black velvet 375 Mili liters
- 34 bottles of black velvet 200 mm
- 16 bottles of fox 200
- 13 bottles a fox 375
- One case of Jack Daniels 50 mL

Back rack by coolers

Row 1

- MD 2020 electric watermelon 750 (10)
- MD 2020 blue raspberry 750 (8)
- MD red grape wine 750 (14)
- MD orange Jubilee 750 (8)
- MD 2020 banana read 750 (8)
- Boones fuzzy navel 750 (4)
- Boone strawberry daiquiri 750 (3)
- Boones sangria 750 (9)
- Boone Strawberry Hill 750 (8)
- Martini and Rossi vermouth 750 (4)
- Gallo extra dry vermouth 750 open for it parentheses five)
- Moon Mountain coastal citrus vodka 750 (1)
- Devotion black and blue 750 (1)

Row 2

- Shutter home sangria four pk 187 (4)
- shutter home Chardonnay four pk 187 (5)
- shutter home Pinot Grigio 4 pk 187 (1)
- Gallo family Merlot 4 pk 187 (3)
- Gallo family white Zinfandel four pk 187 (6)
- roses sweetened lime juice 739 (five)
- Roses grenadine 379 (7)
- DeKuyper blustery peppermint schnapps 1.75 (1)

Row 3

- Gallo family Chardonnay four pk 187 (7)
- Gallo family Moscato four pk 187 (7)
- Tippy cow orange cream 750 (3)
- Zing zang bloody Mary mix 32 fl oz (10)

Row 4

- Mike-Arita classic lime 1 pint (6)
- Long branch bloody Mary zinger 32 go oz (One)
- SYSCO Imperial strawberry daiquiri/margarita mix 1 L (3)
- Roses sweeten lime juice 739 (6)
- Rosa sweetened lime juice 1 L (2)
- Roses grenadine 739 (8)
- Zing zang Margarita mix 1.75 (7)

- Zing zang Margarita mix 32 fl oz (13)

Shooter rack

Row 1

- Jaegermeister 50 (21)
- Jaegermeister Cold brew 50 (17)
- Pendleton 12 pack 50 (4)
- Southern comfort hundred proof 12 pack 50 (4)
- Passoa 50 (10)
- New Amsterdam pink Whitney 50 (9)
- Jack Daniels Tennessee fire 50 (12+ 2 10 pack)
- Jack Daniels Tennessee Apple 10 pack 50 (1)
- Passoa 5 pack 50 (2)
- Jose Cuevo gold 10 pack 50 (2)
- Jose Cuevo silver 10 pack 50 (3)

Row 2

- Jose Cuervo Gold 10 pack 50 (two)
- Jose Cuevo silver 10 pack 50 (7)
- Captain Morgan white rum 10 pack 50 (3)
- Captain Morgan spiced rum 10 pack 50 (1)
- Seagram's VO 10 pack 50 (8)
- Three olives rosé 10 pack 50 (4)
- Three olives pineapple 10 pack 50 (1)
- Canadian club 1858 10 pack 50 (1)
- Yukon Jack hundred proof 12 pack 50 (2)
- Yukon Jack hundred proof 10 pack 50 (1)
- Sailor Jerry 10 pack 50 (8)
- Wild turkey American honey 10 pack 50 (3)
- McCormick 10 pack 50 (1)
- Blue chain They spiced rum 10 pack (2)
- Rich and rare 12 pack 50 (3)
- Deep eddy peach 12 pack 50 (1)
- Kinky tropical fusion 10 pack (1)
- E&J V.S 12 pack 50 (2)
- Rich and rare peach 12 pack 59 (3)
- Lord Calvert peach 10 pack 50 (1)
- Ice 101 root beer 12 pack (3)
- Ice 101 banana 12 pack 50 (1)
- Jim Beam Apple 10 pack 50 (2)
- Sauza gold 10 pack (one)

- Wicked pickle 10 pack 50 (1)
- Blue chain Bay Keylime rum 10 pack 50 (2)
- New Amsterdam pink Whitney 5 pack 50 (3)
- 99 watermelon 12 pack 50 (3)
- 99 cherry limeade 12 pack 59 (1)
- 99 apples 12 pack 50 (2)
- 99 peppermint 12 pack 50 (2)
- 99 fruit punch 12 pack 50 (3)
- 99 black cherry 12 pack 50 (3)
- 99 grape 12 pack 50 (1)
- 99 mystery 12 pack 50 (1)
- 99 root beer 12 pack 50 (1)
- 99 blue raspberry 12 pack 50 (1)
- 99 mango 12 pack 50 (1)
- 99 lemon lime 12 pack 50 (1)

Row 3

- Seagram's VO 10 pack 50 (8)
- Captain Morgan white rum 10 pack 50 (7)
- Ice 101 grape 12 pack 50 (1)
- Sauza Silver 10 pack 50 (1)
- New Amsterdam pink Whitney 10 pack 50 (3)
- Three olives rosé 10 pack 50 (1)
- Deep eddy peach 12 pack 50 (1)
- Lord Calvert peach 10 pack 50 (2)
- Parrot Bay 10 pack 50 (2)
- Canadian club 1858 10 pack 50 (4)
- Yukon Jack hundred proof 12 pack 50 (2)
- Sailor Jerry 10 pack 50 (3)
- blue chain bay coconut rum 12 pack 50 (1)
- Tuaca 10 pack 50 (1)
- Jim Beam Apple 10 pack 50 (1)
- Wheatley vodka 12 pack 50 (1)
- Jose Cuervo silver 10 pack 50 (2)
- Windsor Canadian black cherry 10 pack 50 (one)
- Rich in rare peach 12 pack 50 (1)
- Smirnoff 10 pack 50 (one)
- Ice 101 root beer 12 pack 50 (1)
- Sauza gold 10 pack 50 (1)
- Calypso 12 pack 50 (1)
- Goldschlager 12 pack 50 (1)
- 99 blue raspberry 12 pack 50 (4)
- 99 banana 12 pack of 50 (2)
- 99 peanut butter 12 pack 50 (1)
- 99 mystery 12 pack 50 (1)

- 99 peach 12 pack 50 (3)
- 99 grape 12 pack 50 (1)
- 99 apple 12 pack 50 (2)
- 99 root beer 12 pack 50 (2)
- 99 black Cherry 12 pack 50 (3)
- 99 watermelon 12 pack 50 (3)
- 99 peppermint 12 pack 50 (2)
- Pendleton 12 pack 50 (6)

Row 5

- Jose Cuevo gold 10 pack 50 (6)
- Seagram's VO 10 pack 50 (9)
- Skyy vodka 10 pack 50 (9)
- Jack Daniels 10 pack 50 (5)
- Jack Daniels honey 10 pack 50 (2)
- Captain Morgan white rum 10 pack 50 (1)
- Three olives rose 10 pack 50 (1)
- Southern comfort 100 proof 12 pack 50 (6)
- Sheep dog peanut butter 12 pack 50 (1)
- Wild turkey American honey 12 pack 50 (one) next line Jose Cuervo 10 pack 50 (2)
- Yukon Jack hundred proof 12 pack 50 (3)
- Jim beam Apple 10 pack 50 (1)
- Country club 10 pack 50 (2)
- Passoa 5 pack 50 (4)
- 99 peach 12 pack 50 (1)
- 99 blue raspberry 12 pack 50 (3)
- 99 mystery 12 pack 50 (1)
- 99 black cherry 12 pack 50 (3)
- 99 lemon lime 12 pack 50 (1)
- 99 watermelon 12 pack 50 (5)
- 99 root beer 12 pack 50 (2)
- 99 peppermint 12 pack 50 (2)
- Pendleton 12 pack 50 (3)

Chi chi's bucket

- chi chi piña colada 187 (15)
- Blue chain be banana rum 12 pack 50 (2)
- Blue chain bay mango rum 12 pack 15 (1)
- Blue chain bay pineapple 50 (5)
- Blue chain be coconut spiced rum 50 (8)
- Blue chain Bay coconut rum 50 (2)

Bucket of shooters

- Fireball 10 packs 50 (21)
- Country club vodka 10 pack 50 (1)
- 99 peppermint 12 pack 50 (2)
- Skyy vodka 10 pack (1)
- Southern comfort 100 proof 12 pack 50 (2)
- Kinky tropical fusion 10 pack 50 (1)
- UV Cherry 10 pack 50 (1)
- Seagram's VO 12 pack 15 (two)
- Ice 101 Apple 12 pack 50 (1)
- 99 blue raspberry 12 pack 15 (two)
- Canadian club 1858 10 pack 50 (1)
- Wheatley vodka 10 pack 50 (1)
- 99 black Cherry 12 pack 50 (2)
- Ice 101 banana 12 pack 50 (1)
- Calypso coconut rum 10 pack 50 (1)
- 99 lemon lime 12 pack 50 (1)
- Deep eddy orange 12 pack 50 (1)
- Rich and rare 12 pack 50 (1)
- Three olives cucumber lime 10 pack 50 (1)
- 99 peppermint 12 pack 50 (2)
- 99 root beer 12 pack 50 (1)
- E&J V.S 10 pack 50 (1)
- 99 peanut butter 12 pack 50 (2)
- Goldschlager 12 pack 50 (2)
- Jim beam apple 10 pack 50 (1)
- Jim beam 10 pack 50 (2)
- Blue chain bay spiced rum 12 pack 50 (1)
- Jose Cuervo silver 10 pack 50 (3)
- Windsor Canadian black Cherry 10 pack 50 (1)
- Captain Morgan white rum 10 pack 50 (2)
- Sauza gold 10 pack 50 (2)
- Whicked pickle 10 pack 50 (1)
- Deep eddy sweet tea 12 pack 50 (1)
- Ice 101 grape 12 pack 50 (1)
- Kinky blue 10 pack 50 (2)
- Rich and rare peach 12 pack 50 (2)
- Deep eddy lemon 12 pack 50 (1)
- Deep eddy ruby red 12 pack 50 (1)
- Smirnoff 10 pack 50 (2)
- Captain Morgan 10 pack 50 (3)
- Jose Cuervo gold 10 pack 50 (3)
- Yukon Jack 100 proof 12 pack 50 (2)
- Jack Daniels Apple 10 pack 50 (1)
- E&J V.S.O.P 10 pack 50 (1)

Freezer

- southern comfort 100 proof 50 (11 + 1 12 pack)
- Goldschlager 50 (6+ 2 12 packs)
- Fireball 50 (6)
- 99 root beer 50 (3)
- 99 black cherry 50 (1)
- Jim beam black 50 (1)
- Yukon Jack 100 proof 50 (2)
- 99 banana 50 (1)
- Deep eddy vodka 50 (1)
- Wheatley vodka 50 (1)
- Ice 101 root beer 50 (1)
- Kinky tropical fusion 50 (1)
- Jose Cuervo silver 50 (1)
- E&J V.S.O.P 50 (2)
- Jim beam Apple 50 (1)
- Country club vodka 50 (2)
- Rich and rare apple 50 (1)
- Seagram's VO 50 (3)
- Jim beam 50 (1)
- Pendleton 50 (1)
- Admiral Nelson 50 (1)
- Canadian club 1858 50 (1)
- Daily pop tails 12 pack (2)

Extra boxes and shooters

- Seagram VO 50 (2 cases)
- Jose Cuervo gold 50 (3 cases)
- Yukon Jack 50 (1 case)
- Rich and rare 12 pack 50 (3)
- three olives pineapple 10 pack 50 (3)
- Wild turkey American honey 12 pack 50 (one)
- parrot Bay 10 pack 50 (1)
- Captain Morgan 10 pack 50 (3)
- UV cherry 10 pack 50 (3)
- Yukon Jack 12 pack 50 (2)
- Three olives Rosie 10 pack 50 (1)
- Passoa 5 pack 50 (2)

Behringer white Merlot 2
Behringer pink Moscato eight
Beringer Moscato 11
Beringer Red Moscato seven
Beringer White Zinfandel Moscato 11
Beringer red crush 13
Beringer pink Moscato nine
Beringer White Zinfandel nine
Neumanns own Merlot two
Neumanns own Pinot noir one
Beringer White Merlot eight
Beringer White Zinfandel Moscato eight
Francis Coppola blue label Merlot seven
Chapelle soft read 2
Woodbridge riesling two
Woodbridge California Merlot four
Yellowtail Cabernet Sauvignon 3
Tisdale Merlot 4
Tisdale White Zinfandel 21
Tisdale California Merlot 11
Apothic winemakers blend eight
Apothic white 6
Cupcake Sauvignon blanc 5
Funf sweet red one
Funf Moscato six
Fairbanks cream sherry six
Barefoot fruitscato peach 11
Barefoot Cabernet Sauvignon 8
Woodbridge California Moscato 1
Barefoot fruitscato 5
Barefoot strawberry fruitscato 20
Barefoot blueberry fruitscato 4
Barefoot red moscato 8
Barefoot Riesling 15
Francia Chardonnay 3
Ozeki sake 4
Bella sera Pinot Grigio 5
Bella sera rosso 1
Glen Ellen reserve white Zinfandel 3
Eco domani Pinot Grigio 4
Eco domani moscato 5
Black swan Chardonnay 3
Black swan Shiraz 3
Black swan Pinot Grigio 2
Black swan reisling 2

Dark horse merlot 11
Gallo family 1.5 l Chardonnay
Bogle Chardonnay 10
Bogle petite Shiraz 4
Bogle Merlot 15
Little penguin Pinot noir 5
Celsius 13 4
Saint M reisling 6
Fetzer gewurztraminer 2
Jacobs creek moscato 5
Moscato 1
Jacobs creek Cabernet Merlot 1
Turning leaf white Zinfandel 4
Sutter home pink moscato 16
Sutter home white Zinfandel 8
Sutter home sweet red 16
Sutter home Merlot 8
Sutter home moscato 15
Nathanson creek 1.5 Chardonnay 2
Folie a deux 5
Cellar number 8 Zinfandel 5
Barefoot rose 9
Barefoot Pinot Grigio 4
Barefoot Chardonnay 1
Barefoot Cabernet Sauvignon 7
Barefoot Merlot 3
Barefoot sweet red blend 11
Franzia white Zinfandel 5
Franzia Merlot 5
Franzia sunset blush 4
Franzia Pinot Grigio colombard 5
Gallo 1.5 l sangria 5
Gallo 1.5 l Chardonnay 1
Gallo 1.5l moscato 1
Ernest and Julio Gallo Chardonnay 4
Gallo twin valley Shiraz
Gallo twin valley white Zinfandel 2
Rex Goliath moscato 5
Rex Goliath moscato 5
Rex Goliath free range red 1
Rex Goliath red moscato 1
Rex Goliath pink moscato 14
Redwood white Zinfandel 3
Yellow tail moscato 8
Yellow tale Shiraz 3
Insurrection red blend 3

Yellow tail 1.5l Shiraz Grenache 3
 Mogen david concord 13
 Morgen david 1.5l blackberry 5
 Mogen david blackberry 10
 Arbor mist moscato 9
 Arbor mist peach moscato 6
 Arbor mist white Zinfandel 6

 Arbor mist blackberry Merlot 8
 Nathanson creek 1.5l white Zinfandel 1
 Arbor mist exotic fruit white Zinfandel 6
 Robert mondavi private collection Chardonnay 1
 Barefoot Pinot Grigio 3
 Gnarly head Cabernet Sauvignon 5
 Gnarly head Pinot noir 1
 Gnarly head Pinot Grigio 7
 Gnarly head Chardonnay 10
 Gnarly head authentic red 6
 Carlo Rossi 4l blush 4
 Carlo Rossi 4l rhine 6 white
 Carlo Rossi 4l sweet sangria 6
 Carlo Rossi 4l sangria 4
 Carlo Rossi 4l paisano 4
 Daily's poptails variety pack 12@3.38 oz 5
 Yellow tail sangria bubbles 2
 Sparkletini Italian Spumante 4
 Franzia 5l Pinot Grigio 2
 Franzia 5l Chardonnay 5
 Franzia 5l white Zinfandel 12
 Franzia 5l sunset blush 4
 Franzia 5l Cabernet sauvignon 7
 Franzia 5l Crisp white 4
 Franzia 5l chillable red 9
 Franzia 5l burgundy 3
 Franzia 5l Merlot 3
 Franzia 5l moscato 7
 Franzia 5l dark red blend 5
 Franzia 5l fruity red sangria 5
 Barefoot 3l moscato 4
 Barefoot 3l rose 3
 Barefoot 3l Pinot noir 4
 Naked grape 3l moscato 1
 Black box 3l rose 3
 Black box 3l red sangria 3
 Black box 3l Cabernet Sauvignon 6
 Nighthawk gold 3l buttery Chardonnay 1

Gancia moscato d asti 4
Cooks champagne brut 3
Risata red moscato sweet red 10
Risata moscato d asti 14
Fizz 56 4
Robert mondavi private selection Chardonnay 6
Avant- Chardonnay 9
Martini and Rossi asti 13
Riunite raspberry 6
Riunite Lambrusco 14
Riunite blanco 7
Riunite moscato 10
Riunite sangria 6
Riunite 1.5l bianco 10
Riunite Rosato 9
Andre extra dry 15
Andre Spumante 11
Andre strawberry 7

FURNITURE, FIXTURES, EQUIPMENT INVENTORY

All furniture, fixtures, cash register, shelving, coolers, and anything and everything that is located within the store that is needed by BUYER to operate a convenience store.

LIQUOR INVENTORY

RECEIVED

JAN 12 2022

NEBRASKA LIQUOR
CONTROL COMMISSION

Shelf 1/25

Dekuyper 750 (11)

Dekuyper 750 (11)

Dekuyper 750 (11)

Dekuyper 750 (11)

Phillips 750 (7)

Dekuyper 750 (11)

Dekuyper 750 (11)

Hiram Walker 750 (4)

Dr. McGillicuddy 750 (10)

Dr. McGillicuddy 750 (6)

Goldschlager 750 (1)

Hiram Walker 750 (10)

Tequila 750 (8)

Tequila 750 (8)

Johanne 750 (1)

Johanne 750 (1)

Johanne 750 (4)

Johanne 750 (1)

Johanne 750 (1)

Johanne 750 (1)

Johanne 750 (8)

Glenfiddich 750 (1)

Highland 750 (1)

Chivas Regal 750 (1)

Caphrean 750 (1)

Aberlour 750 (1)

Corn Acre 750 (1)

Row 1

Row 2

Shelf 7 / P4

Captain Morgan Rum 375 (1)

Crown Royal 375 (2)

Crown Royal 375 (3)

Crown Royal 375 (4)

Crown Royal 375 (5)

Makers Mark 375 (6)

Hennessey 750 (7)

Remy Martin 375 (8)

Remy Martin 375 (9)

Jack Daniels 375 (10)

Jack Daniels 375 (11)

Jack Daniels 375 (12)

Jack Daniels 375 (13)

Fireball 375 (14)

Fireball 375 (15)

Captain Morgan Rum 375 (16)

Captain Morgan Rum 375 (17)

Evan Williams 375 (18)

Yukon Jack 375 (19)

Sailor Jerry 375 (20)

Sailor Jerry 375 (21)

Black Velvet 375 (22)

Black Velvet 375 (23)

Southern Comfort 375 (24)

Southern Comfort 375 (25)

Southern Comfort 375 (26)

George Dickel 375 (27)

Row 3

Row 4

Conc

Club 1858 375 (10)

Row 5

Shelf 4 / 14.7
 Smirnoff 375 (1)
 Smirnoff 375 (1)
 McCormick 375 (1)
 McCormick 375 (1)
 Barten 375 (1)
 Barten 375 (1)
 Skel 375 (1)
 Skel 375 (1)
 Phillips 375 (1)
 Abstract 375 (1)
 Christian 375 (1)
 Tit's 375 (1)
 Tit's 375 (1)
 Pendleton 375 (1)

Jagermeister 375 (1)
 Jagermeister 375 (1)
 James 375 (1)
 James 375 (1)
 Kentucky 375 (1)
 Kentucky 375 (1)
 Lord Cal 375 (1)
 Lord Cal 375 (1)
 Concord 375 (1)
 Concord 375 (1)
 Windsor 375 (1)
 Windsor 375 (1)
 Rich & 375 (1)
 Rich & 375 (1)

Tang 200 (1)
 Tang 375 (2)

Row 6

Shelf 2 / 11 / 1

Jack Daniels Bourbon Whisky 750 (1)

Rum Chata 375 (5)

EverClear 375 (5)

Effen 375 (5)

Effen Back Country 375 (5)

Effen Green Apple 375 (5)

Basil Hayden's 750 (5)

Ciroc 750 (5)

Disaronno 750 (5)

Disaronno 375 (5)

Spey burn 750 (5)

Jameson 375 (5)

The Glenlivet 750 (5)

Buchanan's James 750 (5)

The Glenlivet 750 (5)

Bushmills 750 (5)

Remy Martin 375 (5)

Hp notig 375 (5)

Jose Cuervo 750 (5)

Jack Daniels Tennessee Whisky 375 (11)

Casa Noble 375 (5)

1800 Silver 375 (5)

1800 Silver 750 (3)

Patrón Añejo 750 (1)

Patrón Reposado 750 (5)

Patrón Silver 375 (5)

Don Julio Silver 750 (5)

Patrón Xó Cado 375 (5)

Herradi

Sauza

Sauza

Posado 750 (2)

300 (3)

375 (10)

J
3
R

Shelf 2 / 12

Knob Creek 375 (5)

Bacardi Cordon 375 (5)

Bacardi Select 375 (5)

Bacardi Gold 375 (5)

Bacardi Superior 375 (5)

Bacardi Superior 375 (5)

Bacardi Limon 375 (5)

Hornitos Reposado 375 (5)

Hornitos Plata 375 (5)

el Jimador Tequila 375 (5)

Jose Cuervo Gold 375 (5)

Jose Cuervo Silver 375 (5)

Jose Cuervo Blanco 375 (5)

Seagram's 7 375 (5)

Grey Goose 375 (5)

Grey Goose 375 (5)

Cruzan 375 (5)

Seagram's 7 375 (5)

Ancient Age 375 (5)

Ancient Age 375 (5)

Jim Beam 375 (5)

Jim Beam 375 (5)

Jim Beam 375 (5)

Jim Beam 375 (5)

Jim Beam 375 (5)

Jim Beam 375 (5)

B + B 75 (5)

Jim Beam 375 (5)

Shelf 2/25/3

Burnetts Dry Gr 200 (10)

Burnetts Dry Gr 375 (10)

Barton Extra Dry Gr 375 (10)

Seagram's Extra Dry Gr 375 (9)

Clan MacGregor 375 (5)

Clan MacGregor 375 (1)

Christian Brothers 375 (3)

E & J 200 (1)

Paul Masson Red Berry 200 (3)

E & J Peach 375 (10)

E & J 375 (4)

Courvoisier 200 (15)

Courvoisier 5 (2) 375 (3)

Courvoisier 200 (1)

Old Crow 200 (7)

Passport Scotch 375 (3)

Paul Masson Peach 375 (5)

Shelf 2

Pepi Lopez 100 (75 25)

Pepi Lopez 100 (75 25)

Santa Gold 100

Montezuma 100 (75 25)

Montezuma 100 (75 25)

Santa Silva 100

Juarez 100 (75 25)

Jim Beam 100 (75 25)

Evan Williams 100 (75 25)

Evan Williams 100 (75 25)

Jack Daniels 100 (75 25)

Jack Daniels 100 (75 25)

Jack Daniels 100 (75 25)

Old Crow 100

Jim Beam 100 (75 25)

Maker's Mark 100

CHECK LIST**Neb. Rev. Stat. §53-132 (Reissue 2016)**

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

- (2)(a) Applicant is fit, willing and able to provide the service proposed.
- (2)(b) Applicant can conform to all laws.
- (2)(c) Applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure conformance with law.
- (2)(d) Issuance of the license is or will be required by the present or future public convenience and necessity.

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

- (3)(b) Citizen's protest.
- (3)(c) Existing population/growth.
- (3)(d) The nature of the neighborhood around the location.
- (3)(e) Existence of other licenses.
- (3)(f) Existing motor vehicle and pedestrian traffic in the vicinity.
- (3)(g) Adequacy of existing law enforcement.
- (3)(h) Zoning restrictions.
- (3)(i) Sanitary conditions.
- (3)(j) Whether the type of business or activity proposed will be consistent with the public interest.

*OTHER COUNCIL CONCERNS

Memorandum

To: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
From: Kevin E Spencer, Chief of Police
Date: 3/1/2022
Re: Application for Class D Liquor License, number 124728 in the name of Grass Retail, LLC dba: Shortstop, 2002 Ave I, Scottsbluff, Nebraska 69361

AUTHORITY: The Scottsbluff Police Department reports specific information to the City Council whenever a liquor license application is presented. The information furnished by the Police Department conforms to Chapter 53, Reissue Revised Statutes of Nebraska 1943, and Section 53-132, which outlines the factors which the Commission may consider in granting a liquor license.

COMMENTARY

53-132: Section 2

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

A background investigation was conducted on Craig and Nikki Grass as a means to determine their fitness to hold a liquor license. Craig reported the following criminal convictions; speeding and reckless driving tickets in 1983-1985 in Dawes County, Driving Under the Influence 1996 or 1997 Scotts Bluff County, Failure to use seatbelt 2004 Scotts Bluff County, Reckless driving 2006 Scotts Bluff County, Disturbing the peace 2008 Scotts Bluff County, and Violated load contents 2017 Scotts Bluff County. Nikki Grass reported having one criminal conviction for Driving under the influence 2008 Scotts Bluff County. I did not find any other convictions for either Craig or Nikki.

Considering all the information gathered, none of the criminal convictions are disqualifying and all happened several years ago, I find no reason to believe the applicant is not fit to hold a liquor license.

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

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

On Thursday, February 24, 2022 Craig and Nikki Grass appeared before the City of Scottsbluff Liquor License Holders Investigatory Board to answer questions regarding their application. Craig told us that there is currently one other employee at the business other than Nikki and himself. Craig told us that they are hoping to hire at least one more, adding that none of the previous employees wanted to stay and work for them. Craig told us that he currently has all of the alcohol that they purchased from the previous owner locked in a room, secured in the cooler, or covered on the shelf. There were several questions regarding the inventory and the lack of an inventory attached with the application. Craig told the board that there were two inventories done, one was turned in with a "Temporary License Permit," that was denied and another done by a third party

hired by the seller that inventoried the entire store. There was much discussion regarding the legalities of Craig and Nikki's ability to sell the beer and alcohol inventory. Chairman of the Board Russ Knight told Craig Grass that they would not be able to sell the beer inventory and would have to destroy it. Craig told the board that he will reduce the business's focus on alcohol making it more of a convenience store. Craig told me in a later conversation that he already removed much of the alcohol advertising from the store's windows and replaced it with non-alcohol product advertising. On February 25th, 2022 we received an inventory of the alcohol from the Nebraska Liquor Commission.

Based on the questions surrounding the inventory the board decided to take no action thus making no recommendation to the city council.

The applicant appears to have the ability and willingness to conform to language within the Nebraska Liquor Control Act.

- (C) The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensed business can conform to all provisions, requirements, rules and regulations provided for in the Nebraska Liquor Control Act:**

Craig and Nikki told us that the business does have security cameras and an intrusion alarm. Craig stated that Nikki and he will be responsible for the inventory and ordering all of the alcohol. Nikki added that any overstock of alcohol will be kept in a locked room in the back of the business. Craig and Nikki both explained that they have a point of sale system that requires employees to scan an alcohol purchaser's identification prior to proceeding with the sell. Craig told the board that everyone is required to show identification adding that any employee who would sell alcohol to a minor would be terminated immediately.

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

The business is a convenience store that has existed at this location for several years.

SPECIFIC ISSUES COMMISSION MAY CONSIDER

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

There have been no known citizen protests of this business.

- (F) The nature of the neighborhood or community of the location of the proposed licensed premises:**

The business is located at 2002 Ave I, Scottsbluff, Nebraska. It is the type of business that will attract customers when open, seven days a week Sunday through Saturday. Its location is easily accessible and convenient for customers. I would not anticipate any issues with location.

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

There is one other businesses of this type in the close proximity that has liquor license.

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

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

(I) The adequacy of existing law enforcement:

The Scottsbluff Police Department is allowed 33 full time officers in the department and handled approximately 17,073 calls for service in 2021. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a priority to the Police Department and even routine monitoring of their business practices is difficult. Compliance checks continue to remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties and their wide jurisdiction generally precludes any particular focus in the city.

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

(K) Adequate staffing and training, as well as close supervision of patrons are important. Cooperation with the Police Department by management will help to eliminate or diminish potential problems with violations.

EXHIBIT IV

Memo

Date: March 7, 2022

To: Honorable Mayor McKerrigan and Members of the City Council

From: Kimberley Wright, City Clerk

CC: Elizabeth Loutzenhiser & Kevin Spencer, Interim City Managers

Re: Grass Retail, LLC d/b/a Shortstop, 2002 Avenue I, Scottsbluff, NE

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

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

Class of License

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

Class A Licenses

Restaurants

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

Total Class A Licenses **1**

Class B Licenses

Convenience Stores

Total Class B Licenses **0**

Class C Licenses

Restaurants

El Charrito Restaurant & Lounge, Inc .
Tangled Tumbleweed
Las VII Americas Tortilleria
Flyover Brewing Company (Catering)
27th Street Bro's, LLC d/b/a Brothers 27th Street Wings and
Burgers (Catering)

802 21st Avenue
1823 Ave. A
1619 East Overland
1824 Broadway
2621 5th Avenue

Hotel/Motel

Holiday Inn Express

1821 Frontage Rd.

Taverns/Lounges

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

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

Retail

Panhandle Cooperative Assn. (Catering)
Kelley's Liquor (Catering)

401 S. Beltline Hwy West
817 West 27th Street

Clubs

Elks BPO Lodge 1367 (Catering)

1614 1st Avenue

Bowling Alleys

TOTAL CLASS C LICENSES 14

Class D Licenses

Grocery Stores

Safeway of Western Nebraska
Panhandle Coop Assn.

601 Broadway
3302 Ave. B

Convenience Stores

East "O" Watering Hole
Scottsbluff Watering Hole
Big Bats
Git N Split
Cheema's Gas & Liquor
Route 26 Mart
Maverik Stores Inc.,
Walgreens
Western Travel Terminal
Essential Fuel

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

Liquor Stores

Dermer's
Cigarette Chain

1311 E Overland Dr.
323 East Overland

Discount/Grocery Stores

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

16

1401 Frontage Rd.
3322 Avenue I

CLASS I LICENSES

Restaurants

Rosita's (Catering)
Applebees
Chili's Grill & Bar
Wonderful House Restaurant
Ole, LLC
San Pedro Mexican Restaurant
Sam & Louie's Pizzeria (Catering)
16TH Empire
Taco Town
Prime Cut
Goonies Sports Bar & Grill

1205 East Overland
2302 Frontage Rd.
826 West 36th St.
829 Ferdinand Plaza
1901 East 20th Street
23 West 27th St.
1522 Broadway
1605 Ave A
1007 West 27th St.
305 West 27th St.
1802 East 20th Place

Hotel/Motel

Hampton Inn & Suites
2627 Lodging dba Fairfield Inn & Suites

301 W Hwy 26
902 Wintercreek Dr.

TOTAL CLASS I LICENSES 13

CLASS IB LICENSES

Nightclub

Marez, LLC d/b/a Oasis

TOTAL CLASS IB LICENSES

1

1722 Broadway

Class L Licenses

Flyover Brewing Company

TOTAL CLASS L LICENSES

1

1824 Broadway

Class W Licenses

Wholesale

High Plains Budweiser

TOTAL CLASS W LICENSES

1

2810 Ave M

Class Z Licenses

Great Plains Distillery (Catering)

TOTAL CLASS Z LICENSES

1

213 West Railway St.

TOTAL LICENSES	
Class A	1
Class B	0
Class C	14
Class D	16
Class I	13
Class IB	1
Class L	1
Class W	1
Class Z	1
TOTAL LICENSES	48

Memo

Exhibit V

Date: February 22, 2022
To: Honorable Mayor and City Council
From: Staff, Development Services
CC: Dustin Rief
Re: Class "D" Liquor License Application
Shortstop
2002 Ave. I
Scottsbluff, NE 69361

Action:

Grass Retail, LLC, DBA Shortstop have applied for a new liquor license.

The Development Services Department is required by Article 1, Chapter 11 of the Scottsbluff Municipal Code to report specific information to the Mayor and City Council whenever a liquor license application hearing is held. In accordance with that directive the following information is offered:

- (1) The property at 2002 Avenue I is situated in a C-2 (Neighborhood and Retail Commercial) zoning district where retail stores and services are allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances. The properties to the south, north, and east are zoned R-1a (Single Family Residential) and the property to the west is zoned O & P (Office & Professional).
- (2) The off street parking requirements are 1 space for every 500 square feet of building space is required for general commercial use. The building is 2700 square feet. The occupancy has access to at least 5 off street parking spaces as required by ordinance. This requirement is found in 25-5-1 (18) of the City's Municipal Code of Ordinances.
- (3) The use of this property is consistent with a C-2 zone.
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) According to the 2020 census the population of Scottsbluff is approximately 14,417.

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Pub. Hear.4

Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission naming Craig S. Grass as the Liquor License Manager of Grass Retail, LLC d/b/a Shortstop.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Pub. Hear.5

Council to conduct a public hearing set for this date at 6:00 p.m. to consider a Rezone of Block 7 of the Five Oaks Subdivision from Agricultural to R-4 Heavy Density Multiple Family.

Staff Contact: Zachary Glaubius, Planning Administrator

Agenda Statement

Item No.

For Meeting of: March 7, 2022

AGENDA TITLE: Council to consider the first reading of the Ordinance for the Rezone of Block 7 of the Five Oaks Subdivision from A-Agricultural to R-4 Heavy Density Multiple Family Residential.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Department Development Services

PRESENTATION BY: Zachary Glaubius, Planning Administrator

SUMMARY EXPLANATION: The Planning Commission reviewed and made a positive recommendation on the adoption of a rezone request for Block 7, Five Oaks subdivision from Agricultural to R-4 District. The rezone is consistent with the future land use map of the 2016 Comprehensive Plan which identifies the area as residential.

BOARD/COMMISSION/STAFF RECOMMENDATION: Positive recommendation by P.C.

Does this item require the expenditure of funds?

_____yes _____no

Are funds budgeted?

_____yes _____no

If no, comments:

Estimated Amount

Amount Budgeted

Department

Account Description

Approval of funds available

City Finance Director

EXHIBITS

Resolution ☐

Ordinance ☒

Contract ☐

Minutes ☐

Plan/Map ☒

Other (specify) Staff Report for Planning Commission

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL:

City Manager

Rev: 12/14/ City Clerk



Scottsbluff City Zoning Map (Rezone) Application

2525 Circle Drive, Scottsbluff, NE 69361
Telephone (308) 630-6243 Fax (308) 630-6204
www.scottsbluff.org

Project Information

Application Date:

Number (Office Use Only):

JANUARY 13, 2022

Property Address:

LOTS 1 AND 2, BLOCK 7, FIVE OAKS SUBDIVISION

Current Zone:

AG

Proposed Zone:

R-4

Acreage of Property:

10.820

Comprehensive Plan Designation:

RESIDENTIAL

Comprehensive Plan Amendment Required?

Applicant Information

Applicant:

C&T HOLDINGS / BAKER & ASSOCIATES

Property Owner:

C&T HOLDINGS, L.L.C.

Address:

1310 CIRCLE DRIVE

Telephone:

308-632-2123

City:

SCOTTSBLUFF

State:

NE

Zip:

69361

Alt. Telephone:

City Development Process and Requirements

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

All meetings are held in the City Council Chambers at 2525 Circle Drive in Scottsbluff.

REQUIREMENTS

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

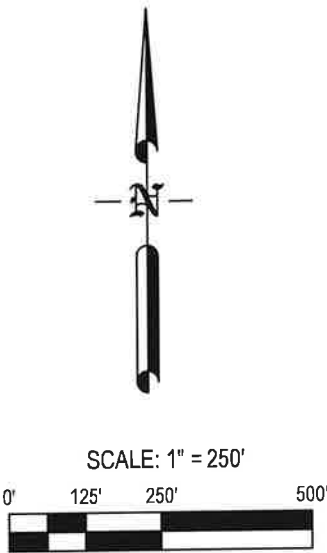
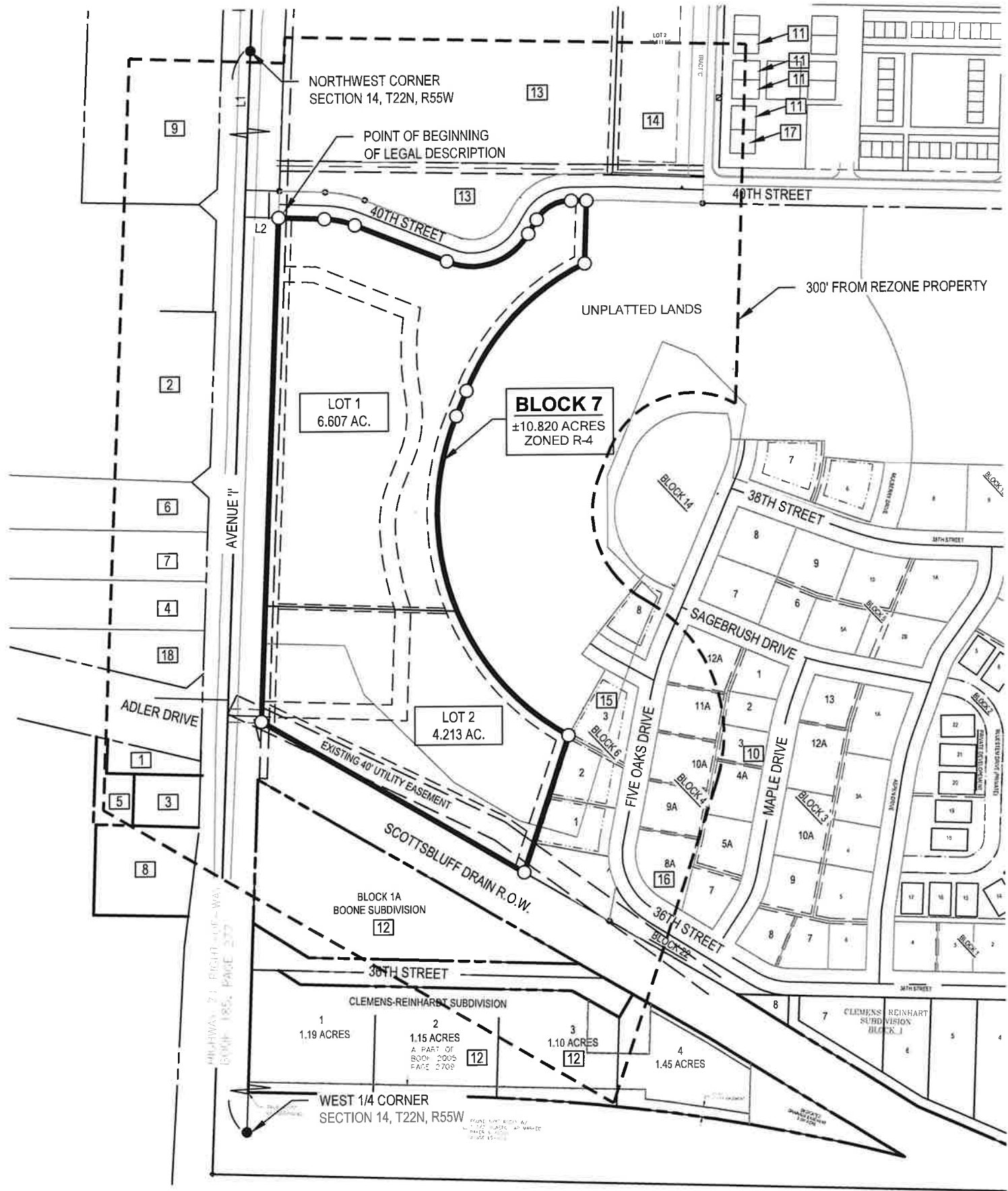
- ☒ A letter from the property owner giving permission that their property may be rezoned.
- ☒ Legal description of the property - on disk or emailed to the City Development Service Department in Word format and a map of property to be rezoned.
- ☒ A Letter from the petitioner that the proposed use: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

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

Rezone Process

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

REZONE REQUEST OF LOTS 1 AND 2, BLOCK 7, FIVE OAKS SUBDIVISION
TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA



PROPERTY OWNERS WITHIN 300' OF REZONING REQUEST BOUNDARY

1	THOMAS/DAVID & TERESA	100994 CR G	MITCHELL	NE	69357
2	TWOMBLY/TIMOTHY M & KIM M	3840 AVE I	SCOTTSBLUFF	NE	69361
3	EDWARDS/DIANA	3618 AVE I	SCOTTSBLUFF	NE	69361
4	PREMIUM LANDHOLDERS LLC	3302 17TH AVE	SCOTTSBLUFF	NE	69361
5	LUNDGREN/LAURIE J	914 W ADLER DR	SCOTTSBLUFF	NE	69361-4714
6	ZAVALA/MARCO	1009 LARKSPUR CT	SCOTTSBLUFF	NE	69361
7	DEMARANVILLE/KATHRYN C	1707 MILL ST	LARAMIE	WY	82072
8	PLATTE VALLEY PROFESSIONAL CENTER W LLC	921 W 36TH ST BOX 6	SCOTTSBLUFF	NE	69361
9	MONUMENT BIBLE CHURCH	PO BOX 1612	SCOTTSBLUFF	NE	69363-1612
10	HVS LLC	80463 COLGATE	SCOTTSBLUFF	NE	69361
11	VANDENBERGE COURTYARD HOMEOWNERS	1110 E 35TH ST	SCOTTSBLUFF	NE	69361
12	KRISHNA MANAGEMENT INC	PO BOX 1127	LARAMIE	WY	82073
13	WEBB/JASON & SAMI	1602 W 42ND ST	SCOTTSBLUFF	NE	69361
14	OWEN FAMILY TRUST/ZACHARY & KARYN	702 W 42ND ST	SCOTTSBLUFF	NE	69361
15	MAAS/LUKE & LINDSEY	3618 FIVE OAKS DR	SCOTTSBLUFF	NE	69361
16	LEWIS/THE ROBERT E & JANET A	1114 LARKSPUR CT	SCOTTSBLUFF	NE	69361
17	GION/LAWRENCE J	4001 AVE G	SCOTTSBLUFF	NE	69361
18	OLSEN/TAMARA L	913 W ADLER DR	SCOTTSBLUFF	NE	69361

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Engineers * Architects * Surveyors
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120 East 16th St.
Scottsbluff, NE 69361
308 632 3123
www.baker-eng.com

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: January 31, 2022 For Hearing of: February 14, 2022



I. GENERAL INFORMATION

- A. Applicant:** C & T Holdings LLC/ Baker and Associates
120 E 16th Street Suite A
Scottsbluff, NE 69361
- B. Property**
Owner: C & T Holdings LLC
1310 Circle Drive
Scottsbluff, NE 69361
- C. Proposal:** Rezone of Block 7 of the Five Oaks Subdivision from Agricultural to R-4 Heavy Density Multiple Family Residential
- D. Legal Description:** A Tract of Land located in the northwest corner of Section 14, Township 22North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska.
- E. Location:** Approximately 10.820 acres along the east side of Highway 71 between the Scottsbluff Drain and the future W. 40th Street.
- F. Existing Zoning & Land Use:** Ag – Agricultural – Gateway Green Overlay Zone
- G. Size of Site:** Approximately 10.820

II. BACKGROUND INFORMATION

A. General Neighborhood/Area Land Uses and Zoning:

Direction From Subject Site	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Northwest Commercial	C-2 Neighborhood & Retail Commercial	Vacant Lot, ELITE Health
East	Residential	A-Agricultural	Farmland
South	Highway 26 Commercial	C-2 Neighborhood & Retail Commercial	Vacant Lots, Chili's Restaurant
West	Residential	R-1A Single Family Residential	Single-Family Dwellings

B. Relevant Case History

1. Preliminary Plat for this subdivision was approved on December 13, 2021 by the Planning Commission
2. Preliminary Plat for this subdivision was approved at the January 3, 2022 City Council Meeting.

3. Final Plat approved by Planning Commission on January 10, 2022 by Planning Commission.
4. Final Plat approved by City Council on February 7, 2022

III. ANALYSIS

A. Comprehensive Plan: The Future Land Use Map of the Comprehensive Plan currently shows the site as Residential

B. Traffic & Access:

1. Access to Block 7 will be via the extended W. 40th Street and permitted access along Nebraska State Highway 71 near the Scottsbluff Drain.
2. A 10' crosswalk will be dedicated to public use along the southern property line.

C. Utilities:

1. The existing City of Scottsbluff Sewer Easement will become a Utility Easement along southern property line.
2. A 20' utility easement is proposed along the east border of Block 7.
3. A 30' utility easement loop is proposed in Block 7.

IV. STAFF COMMENTS

A. The property owner(s) of Lot 1 and 2 will be required to put in a 10 feet bufferyard where adjacent Agricultural and R-1A Zoning Districts.

V. FINDINGS OF FACT

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

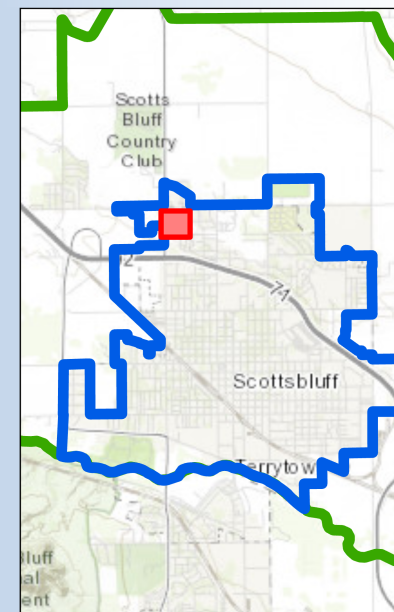
1. The Comprehensive Plan identifies the area as residential

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

1. None

VI. STAFF RECCOMENDATION

A. Staff recommends Planning Commission recommend the approval of the rezone request of Block 7, Five Oaks subdivision by the City Council.



Proposed Changes

Street Centerlines

CLASS

- Highway
- Main Road
- Residential/Rural

Taylor Stephens
City of Scottsbluff GIS
Created on January 28th, 2022
Coordinate System:
NAD 1983 State Plane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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



- Proposed Changes
- Parcel Boundaries

Zoning

- A
- AR
- C-1
- C-2
- C-3
- M-1
- M-2
- O&P
- PBC
- R-1
- R-1A
- R-1B
- R-4
- R-6
- GEODATA.GISMGR.Corporate_Limits
- GEODATA.GISMGR.Extended_Jurisdiction

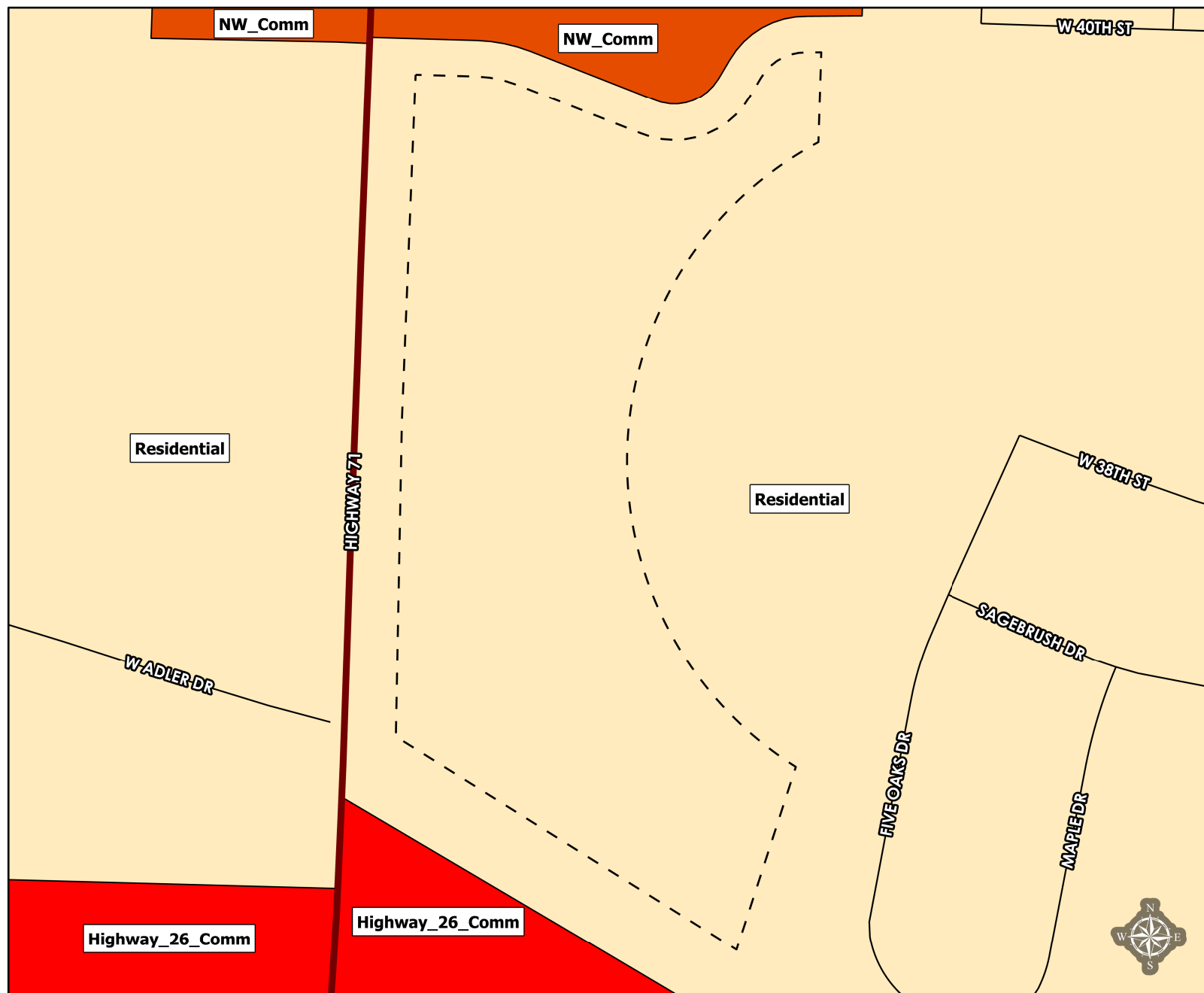
Street Centerlines

CLASS

- Highway
- Main Road
- Residential/Rural

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NAD 1983 State Plane Nebraska FIPS 2600 Feet
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Proposed Changes

2016 Comp. Plan Land Use

- Automobile Commercial
- Avenue B and Hospital Campus
- Central Business District
- East Overland
- Highway 26 Commercial
- Northwest Commercial
- Residential
- Rural
- Rural Residential
- Southeast Industrial and Commercial
- South Broadway
- WNCC and Surrounding Area

Street Centerlines

CLASS

- Highway
- Main Road
- Residential/Rural

Taylor Stephens
City of Scottsbluff GIS
Created on January 28th, 2022
Coordinate System:
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Proposed Changes

Building

Parcel Boundaries

Street Centerlines

CLASS

Highway

Main Road

Residential/Rural

Taylor Stephens
City of Scottsbluff GIS
Created on January 28th, 2022
Coordinate System:
NAD 1983 State Plane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Pub. Hear.6

Council to set a public hearing set for this date at 6:00 p.m. to consider a proposed Ordinance Text Change to Chapter 25 Article 22 regarding Landscaping.

Staff Contact: Zachary Glaubius, Planning Administrator

Agenda Statement

Item No.

For Meeting of: March 7, 2022

AGENDA TITLE: Council to consider the first reading of the Ordinance regarding Chapter 25 Article 22 regarding Landscaping.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Department Development Services

PRESENTATION BY: Zachary Glaubius, Planning Administrator

SUMMARY EXPLANATION: The Planning Commission after three months of review, reviewed and made a positive recommendation on adoption of the revised Chapter 25 Article 22 regarding Landscaping requirements in the city jurisdiction at the 2-14-22 P.C. meeting. For the revised Chapter 25 Article 22, Staff reviewed the landscaping code of other municipalities and the Gateway Green Overlay Zone to revise the landscaping article. The purpose of the revision is to simplify where landscaping requirements are found in the code, how to interpret and enforce, and clarify existing ambiguity. The ordinance for the adoption of the revised Article 22 includes the repeal of the GG-O (25-3-22.1).

BOARD/COMMISSION/STAFF RECOMMENDATION: Positive recommendation by P.C.
Are funds budgeted? yes no

If no, comments:

Estimated Amount

Amount Budgeted

Department

Account Description

Approval of funds available

City Finance Director

EXHIBITS

Resolution ☐

Ordinance ☒

Contract ☐

Minutes ☐

Plan/Map ☒

Other (specify) Staff Report for Planning Commission, Certificate

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev: 12/14/ City Clerk

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: February 7, 2022

For Hearing of: February 14, 2022



I. GENERAL INFORMATION

- A. Beginning in December 2021, Development Services staff has been working to simplify the code regarding landscaping requirements.
- B. Two sections deal extensively with landscaping: the Gateway Green Overlay Zone (25-3-22.1) and the Landscaping Article (25-22)
- C. Both sections significantly overlap, and in several instances the GG-O is less restrictive than the Landscaping Article.
- D. Chief complaints regarding these two sections by both staff and developers were:
 - i. Difficult to interpret as both sections significantly overlap
 - ii. Difficult to enforce GG-O standards due to overlap with Landscaping Article, unclear requirements, and impractical requirements.
- E. The Planning Commission has requested the standards not be diminished for the entry ways of the city.
- F. Previously ideas were to merge the GG-O requirements not found in the Landscaping Article into the Landscaping Article. However, further review of the Landscaping Article showed a need for further revisions.

II. STAFF COMMENTS

- A. Staff reviewed the GG-O and Landscaping Article again after the January P.C. meeting.
- B. Staff also reviewed the Landscaping codes of Gering, Kearney, Norfolk, Omaha, Bellevue, and Fremont.
 - i. Gering, Kearney, Norfolk, Omaha, and Scottsbluff have significantly similar landscaping codes.
 - ii. The majority of requirements found in the GG-O have been incorporated into the Landscaping Article – Please see included sections of GG-O and Landscaping Code with comments.
- C. Items new to the Revised Article 22
 - i. Added 25-22-1 regarding the Intent of Article 22.
 - ii. The C-1 District is no longer exempt from landscaping standards under 25-22-3.
 - iii. Incorporated tree planting locations defined in Chapter 20 (Streets)
 - iv. Added Table 25-22-7 for bufferyard requirements.
 - v. Added clarifications to parking lot landscaping including perimeter, interior, and endcap landscaping under 25-22-8
 - vi. Added 25-22-9 regarding landscaping for stormwater control
 - vii. Expanded 25-22-10 regarding performance guarantees.
 - viii. Added under 25-22-11 that all refuse collection points shall be screened with a 6' opaque barrier.

III. STAFF RECCOMENDATION

- A.** Staff recommends the Planning Commission make a positive recommendation on the adoption of the revised Chapter 25 Article 22 regarding landscaping and the repeal of 25-3-22.1 regarding the Gateway Green Overlay Zone.

ARTICLE 22: LANDSCAPING

Section

- 25-22-1 Definitions
- 25-22-2 Purpose
- 25-22-3 Applicability
- 25-22-4 Landscaping requirements
- 25-22-5 Materials and installation standards
- 25-22-6 Bufferyard provisions
- 25-22-7 Screening standards
- 25-22-8 Parking lot landscaping
- 25-22-9 Tree plantings
- 25-22-10 General provisions

§ 25-22-1 DEFINITIONS.

Wherever used in this article, the following terms shall have the meanings stated in this section unless the context clearly indicates otherwise.

BUFFERYARD. A landscaped area intended to separate and partially obstruct the view of two adjacent land uses or properties from one another.

IMPERVIOUS COVERAGE AREA. The total horizontal area of all buildings, roofed or covered spaces, paved surface areas, walkways and driveways, and any other site improvements that decrease the ability of the surface of the site to absorb water, expressed as a percent of site area. The surface water area of pools is excluded from this definition.

LANDSCAPE. To change the natural features of a plot of ground so as to make it more attractive by adding lawns, trees, bushes, or other decorative items.

LANDSCAPED AREA. The area within the boundaries of a given lot, site, or common development consisting primarily of plant material, including but not limited to grass, trees, shrubs, vines, ground cover, and other organic plant materials; or grass paver masonry units installed such that the appearance of the area is primarily landscaped.

(1) **INTERIOR LANDSCAPED AREA.** Any landscaped area within a site exclusive of required perimeter landscaping.

(2) **PERIMETER LANDSCAPED AREA.** Any required landscaped area that adjoins the exterior boundary of a lot, site, or common development.

LESS INTENSIVE ZONING DISTRICT. Any zoning district which appears above another zoning district in the following list is less intensive than the other district. For example, AR Agricultural Residential is less intensive than C-1 Central Business District.

- A Agricultural
- AR Agricultural Residential
- R-1 Single-Family
- R-1a Single-Family
- R-1b Rural Residential Estate District
- R-4 Heavy Density Multiple Family

Commented [ZG1]: Updated and moved to 25-22-2

R-6	Mobile Home
O-P	Office and Professional
PBC	Planned Business Center
C-1	Central Business District
C-2	Neighborhood Commercial
C-3	Heavy Commercial
M-1	Light Manufacturing and Industrial
M-2	Heavy Manufacturing and Industrial

MORE INTENSIVE ZONING DISTRICT. Any zoning district which appears below another zoning district in the list which appears in the definition of LESS INTENSIVE ZONING DISTRICT in this section is more intensive than the other district. For example, C-1 Central Business District is more intensive than AR Agricultural Residential.
(Ord. 3951, passed - -2007)

Commented [ZG2]: Moved to Table 25-22-7

§ 25-22-2 PURPOSE.

The provisions of this article provide additional guidance on the development of sites within the city by addressing landscaping and screening requirements. The provisions in this article are designed to improve the appearance of the community, buffer potentially incompatible land uses from one another, and conserve the value of properties within the city and its extra-territorial jurisdiction. The provisions in this article are further intended to expedite development approval by including predictable, uniform standards for landscaping.

Commented [ZG3]: Change to "Intent" and moved to 25-22-1

§ 25-22-3 APPLICABILITY.

The provisions of this section shall apply to all new development on each lot or site upon application for a preliminary or final plat, planned unit development, or building permit, except for the following:

- (A) Reconstruction or replacement of a lawfully existing use or structure following a casualty loss;
- (B) Remodeling, rehabilitation, or improvements to existing uses or structures which do not substantially change the location of structures, parking, or other site improvements;
- (C) Additions or enlargements of existing uses or structures which increase floor area or impervious coverage area by less than 20% of the building established on the site on the effective date of this chapter. Where such cumulative additions or enlargements are 20% or greater, these provisions shall apply only to that portion where the new development occurs; or
- (D) Lots unable to meet minimum requirements established for depth of landscaping, buffer zones, and parking requirements will be reviewed and approved by development services staff on a case-by-case basis as they are submitted for review of the new development.

Commented [ZG4]: Moved to 25-22-6-A.1

(Ord. 4072, passed - -2012)

Commented [ZG5]: Updated to only come into effect when a building permit is applied for. (D) is

§ 25-22-4 LANDSCAPING REQUIREMENTS.

(A) Depth of landscaping. Landscaping shall be required adjacent to each street property line and shall extend from the right-of-way to a minimum depth inward of ten feet on private property for all land uses and zoning classifications. Provided however, that this requirement shall not be applicable to land in the C-1 District and to land which is in a planned unit development and which is used for single-family detached or attached (duplexes or townhouses) residential uses.

(B) Obstructions. Landscape areas required by this chapter shall not be obstructed by any type or size of fence.

(C) Inconsistent setback provision. In the event that the provisions of this section are inconsistent with any setback requirement applicable to a particular parcel, the provisions of this section shall control.

Commented [ZG6]: Moved to 25-22-6 and renamed Streetyard Landscape Provisions.

§ 25-22-5 MATERIALS AND INSTALLATION STANDARDS.

(A) Official list of recommended and prohibited plant materials. Plantings shall be used in required landscaped areas consistent with the official list of recommended and prohibited plant materials, provided through the office of the City Planner. All plant materials shall conform in size, species, and spacing with this section of the ordinance.

(B) Minimum tree and shrub sizes.

(1) Evergreens shall be a minimum of five to six feet in height, measured from the top of the root ball to the top of the tree.

(2) Streetscape, or large, deciduous trees shall be a two inches caliper or larger, measured twelve inches above the root ball.

(3) Small, or ornamental, deciduous trees shall be a one and one-half inch caliper or larger, measured 12 inches above the root ball.

(4) Shrubs, if used, shall be two-gallon size or greater, or 18 to 24 inches in height if balled and burlapped.

Commented [ZG7]: Lessened the size requirements of trees. The new ones are the same as Gering.

Commented [ZG8]: Removed shrub and perennial requirement

(C) Use of inorganic landscaping materials.

(1) No artificial trees, shrubs, plants, or turf shall be used to fulfill the minimum requirements for landscaping. Inorganic materials, such as stone or decorative pavers, may be used provided that such material does not comprise more than 25% of the minimum required landscaped area. When calculating the area to determine how much inorganic material may be used, the area of driveways and walkways shall not be counted.

(2) Loose rock shall not be permitted within any required landscaped area which is within ten feet of a traveled street surface.

Commented [ZG9]: Moved to 25-22-4

§ 25-22-6 BUFFERYARD PROVISIONS.

(A) Applications. These provisions apply when use is established in a more intensive zoning district which is adjacent to a less intensive zoning district. The owner, developer, or operator of the property in the more intensive zoning district shall install and maintain a

Commented [ZG10]: Moved to 25-22-7 and merged with Screening Standards

20-foot deep landscaped bufferyard on his or her lot or site. Bufferyards are not required on single-family, duplex, or townhouse use types in the more intensive zoning district.

(B) Landscaping in the bufferyard. Each required bufferyard shall be landscaped. Each bufferyard shall be landscaped with a minimum of one tree for each 500 square feet of bufferyard area. The majority of trees shall be evergreens. Each bufferyard shall be free of paved areas, accessways, and storage sites. Required trees must be planted in a manner to form a screen.

Commented [ZG11]: Instead of the standard 20 ft., Table 25-22-7 shows it by zoning district to zoning district.

Commented [ZG12]: Moved to 25-22-7-4. Tree requirement was moved to 25-22-5

§ 25-22-7 SCREENING STANDARDS.

(A) Application. Screening is required when one or more of the following conditions is visible from a street right-of-way, or faces toward the boundary of a less intensive zoning district:

Commented [ZG13]: Moved to 25-22-7-C. Also added, that rear elevations must be screened.

- (1) Outdoor storage areas, cargo containers, or storage tanks, unless otherwise screened;
- (2) Loading docks, refuse collection points, and other service areas;
- (3) Major machinery or areas housing a manufacturing process;
- (4) Major on-site traffic circulation areas or car, truck, and/or trailer parking, including vehicle sales lots;
- (5) Sources of glare, noise, or other environmental effects;
- (6) Bailing or stockpiling of cardboard or other shipping or packaging materials; or
- (7) Surface parking lots with 150 or more stalls directly adjacent to less intensive districts.

Commented [ZG14]: Removed as this is covered under #1.

Commented [ZG15]: Removed as this is covered under #4.

(B) Opaque barrier. A six-foot opaque barrier shall be provided which visually screens the conditions listed in the division (A) above from less intensive uses as follows:

- (1) A solid wood, PVC, and/or masonry fence or wall at least six feet in height. Construction materials and type should match building exteriors or planned on-site fencing materials;
- (2) A landscaping screen, using evergreen or deciduous materials, capable of providing a substantially opaque, hedge-like barrier and attaining a minimum height of six feet within three years of planting;
- (3) A landscaped earth berm with a maximum slope of three to one, rising no less than six feet above the existing grade of the lot line separating the zoning districts; or
- (4) Any combination of these methods that achieves a cumulative height of six feet.

Commented [ZG16]: Moved to 25-22-7-D.

(C) Screening; effect on drainage. Screening shall not adversely affect surface water drainage.

Commented [ZG17]: Moved to 25-22-7-F

(D) Permitted interruptions of screening. Screening may be interrupted to provide access drives to service areas or for loading purposes to buildings. Such breaks or interruptions shall not exceed 20% of the length of the required screened area.

Commented [ZG18]: Moved to 25-22-7-G

§ 25-22-8 PARKING LOT LANDSCAPING.

Unless otherwise noted, each off-street parking facility of over 6,000 square feet shall comply with the following regulations.

Commented [ZG19]: Added that parking lots between 2,000 and 6,000 sq ft must meet perimeter landscaping requirements.

(A) Each off-street parking facility shall provide a minimum landscaped buffer along any street property line as set forth in § 25-22-4 of this article.

Commented [ZG20]: Moved to 25-22-8-A and referred to as Perimeter Landscaping Requirements

(B) Each parking facility that abuts a residential district shall provide a 20-foot landscaped buffer along its common property line with the residential district.

(C) Any parking facility which abuts property in a residential district shall provide a fence, wall, landscape screen, or earth berm not less than four feet in height for the length of the common boundary. A grade change, terrace, or other site feature which blocks the sight line of headlights into a residential property may satisfy this requirement, subject to the determination of the City Planner.

Commented [ZG21]: Moved to 25-22-8-A

(D) Each parking facility of over 6,000 square feet shall provide interior landscaped area equal to no less than 5% of the total paved area of the parking facility. Parking facilities within the M-1 and M-2 Districts shall be exempt from this requirement.

Commented [ZG22]: Moved to 25-22-8-B which expands interior landscaping requirements in parking lots.

(E) Landscaping or screening installed in any required landscaped area shall not obstruct the view from the off-street parking facility to any driveway approach, street, alley, or sidewalk. Landscaping shall further not obstruct any views among parking spaces and circulation ways, or visibility between vehicles and pedestrians.

Commented [ZG23]: Moved to 25-22-8-A

§ 25-22-9 TREE PLANTINGS.

(A) Quantity. A required landscaped area shall be landscaped with a minimum of one tree for each 500 square feet of required landscaped area. Trees do not need to be equally spaced. Existing trees approved for preservation shall be counted toward satisfaction of this requirement.

Commented [ZG24]: Moved to 25-22-5

(B) Trees in parking lots. Any landscaped islands required to meet the interior landscaping requirements for parking lots shall include one two-inch caliper or larger deciduous tree, or one, one and one-half-inch caliper or larger ornamental tree, unless a light pole is located within the island. Additional shrubs and/or ground cover shall be planted in each island.

Commented [ZG25]: Moved to 25-22-8-C

(C) Bonus. Any tree of an approved species planted or maintained with a caliper of three inches or above shall count as one and one-quarter trees toward the satisfaction of the requirements of this section. An approved existing tree with a caliper of eight inches or above preserved on a site shall count as two trees toward the satisfaction of the requirements of this section.

Commented [ZG26]: Removed bonus

§ 25-22-10 GENERAL PROVISIONS

(A) Time of application. The provisions contained in this section shall be applied for each individual lot or site when an application for a preliminary or final plat, planned unit development, or a building permit is made. A landscape plan shall be submitted with each application and shall include a drawing and a written landscape management plan. The plan shall be reviewed by the City Planner for compliance with the provisions of this section.

Commented [ZG27]: Covered under 25-22-3

(B) Maintenance of required landscaping.

(1) Upon installation of required landscape materials, each owner shall take appropriate actions to ensure their continued health and maintenance. Required

landscaping that does not remain healthy shall be replaced consistently with this section and the approved landscaping plan for the project.

(2) Underground irrigation shall be provided for all required landscaped areas. Areas of low water use landscaping may be included but must be indicated on plans. Irrigation water must be available for the initial two years after planting to establish low-water use landscaping.

(C) Obstruction of view. Landscaping or screening installed in any landscaped area shall not obstruct the view from or to any driveway approach, street, alley, or sidewalk.

(D) Earth berm locations. Location of earth berms shall not impede drainage patterns. Earth berms should not be located over underground public utilities.

(E) Exceptions. A development may continue to comply with the bufferyard and screening requirements in effect at the time of issuance of its original permit, regardless of whether an adjacent lot or site is subsequently rezoned to a less intensive district which would otherwise require compliance with bufferyard or screening provisions.

(F) Performance guarantee. A performance guarantee will be required in the event a certificate of occupancy is issued prior to installation of all required landscaping.

Commented [ZG28]: Moved to 25-22-4-D

Commented [ZG29]: Irrigation requirement removed, but under 25-22-4-D, owners must maintain plant health.

Commented [ZG30]: Moved to 25-22-11

Commented [ZG31]: Moved to 25-22-10 and expanded.

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Pub. Hear.7

Council to set a public hearing set for this date at 6:00 p.m. to consider a proposed Ordinance Text Change to Chapter 25 Article 3 regarding the Gateway Green Overlay Zone.

Staff Contact: Zachary Glaubius, Planning Administrator

Agenda Statement

Item No.

For Meeting of: March 7, 2022

AGENDA TITLE: Council to consider the first reading of the Ordinance regarding the Gateway Green Overlay Zone.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Department Development Services

PRESENTATION BY: Zachary Glaubius, Planning Administrator

SUMMARY EXPLANATION: The Planning Commission reviewed and made a positive recommendation on repeal of 25-3-22.1, the Gateway Green Overlay Zone. The GG-O is consolidated into Chapter 25 Article 22 regarding Landscaping to simplify the landscaping standards of the city. The repeal is included in the same Ordinance as the revised landscaping article.

BOARD/COMMISSION/STAFF RECOMMENDATION: Positive recommendation by P.C.

Does this item require the expenditure of funds?

_____yes _____no

Are funds budgeted?

_____yes _____no

If no, comments:

Estimated Amount

Amount Budgeted

Department

Account Description

Approval of funds available

City Finance Director

EXHIBITS

Resolution ☐

Ordinance ☒

Contract ☐

Minutes ☐

Plan/Map ☒

Other (specify) Staff Report for Planning Commission, Certificate

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev: 12/14/ City Clerk

Thi

§ 25-3-22.1 GG-O GATEWAY GREEN OVERLAY.

(A) Purpose. The Gateway Green Overlay (GG-O) District is intended to:

- (1) Promote the general health, safety, and welfare of the community;
- (2) Create a sense of continuity throughout the corridor with harmonious design standards for public improvements and private property development; and
- (3) Preserve and enhance the historical attractions and landmarks of the city and the surrounding area.

(B) Design guidelines. The GG-O District is an overlay zone that supersedes those of any other zoning district to which a tract of land may be subject and shall be read together and incorporated in §§ 25-22-1 through 25-22-10 of this chapter, referred to as the "Landscaping Article". All new development and redevelopment must conform to the design guidelines. All plans shall be reviewed and approved for design, landscaping, and architectural detail and compatibility. No design plans that have been approved by the Planning Commission may be altered without approval of the Planning Commission.

(C) Boundaries. The GG-O District shall consist of all land located within 1,000 feet measured perpendicular from the right-of-way of the following transportation corridors:

- (1) U.S. Highway 26, extending from the east extraterritorial boundary to the west extraterritorial boundary;
- (2) Highland Road, extending from the intersection with Airport Road to the intersection with U.S. Highway 26;
- (3) McClellan Expressway (East Bypass Highway 71) from the North Platte River to its intersection with U.S. Highway 26;
- (4) Broadway Avenue from the North Platte River to its intersection with South Beltline Highway;
- (5) Avenue I from the North Platte River to its intersection with South Beltline Highway;
- (6) Highway 71 from the intersection with Highway 26 to the north extraterritorial boundary; and
- (7) Highway L-79-G (West 20th Street extended) from the west extraterritorial boundary to the west corporate limits of the city.

(D) Development action. There shall be no development action within the GG-O District without permission of the Planning Commission. Any person or entity desiring a development action within the GG-O District must submit plans to the Planning Commission for review and approval.

(E) Development standards. The development standards were formulated to create a visually pleasing GG-O District and to convey the values of the city.

(1) Signs.

(a) Monument signs. One ground sign, monument type with a maximum height of six feet shall be permitted on each lot. Total area of sign not to exceed 250 square feet. Sign structure materials shall be comparable with materials used on the facade of the principal building.

Commented [ZG1]: This has been removed

Commented [ZG2]: Additional screening requirements have been incorporated into 25-22-7 and 25-22-8-A5

Commented [ZG3]: This has mostly been removed with the exception of the Planning Commission permitted a reduction in bufferyard width for C-3, M-1, and M-2 districts. See 25-22-7-3C

(b) Wall signs and marquee signs. One wall sign or marquee sign shall be permitted per building side.

(c) Pole signs. One 25-foot pole sign will be allowed in the GG-O District per development. -

(d) Other signs. Other signs may be permitted, in the sole discretion of the Planning and Development Director, if the sign is small in scale, is directional in nature and meets the intent of this section.

(2) Lighting. Lighting on private property shall be in harmony with poles and lanterns within specified corridors. Lights shall provide safe and efficient lighting and be without glare for pedestrians and motorists passing by. All lighting shall be designed to avoid intrusion on adjacent properties and adjacent roads.

(3) Overhead lines. Eliminate the need for power cables by burying cables underground.

(4) Parking lot design.

(a) All parking areas shall be paved to meet current ordinance requirements, including those in §§ 25-22-1 through 25-22-10 in this chapter.

(b) All developments shall have off-street parking.

(c) Parking areas over 50 spaces shall include landscape islands. All landscape islands shall have a minimum of 100 square feet of open ground and at least 300 cubic foot of good soil rooting volume for each tree. One-half of all landscape islands must include a deciduous canopy tree. Understory plantings of shrubs/perennials/groundcover shall be durable and able to withstand foot traffic and frequent breakage from pedestrian traffic. Landscape islands shall be evenly distributed to the maximum extent possible.

(d) Parking areas should be placed between or behind buildings unless lot layout does not allow. If layout does not allow for parking between or behind buildings, then conceptual parking design may be approved by the Planning Commission.

(e) All parking areas visible from the transportation corridors shall have a complete visual buffer of four feet minimum height

(f) Where parking lots abut adjacent residential zoned areas, a buffer yard of 20 feet minimum is required.

(5) Landscaping and screening standards. Landscaping is critical in creating a visually pleasing appearance of the transportation corridors in the city. Landscape design and development shall be priority in the planning process. To the extent reasonably feasible, all landscape plans shall be designed to incorporate water conservation materials and techniques in order to comply with each of the xeriscape landscaping principles listed below. Xeriscape landscaping principles do not include or allow artificial turf or plants, mulched (including gravel) beds or areas without landscape plant material, paving of areas not required for walkways, plazas or parking lots, bare ground, weed covered or infested surfaces, or any landscaping that does not comply with the standards of this section. See Appendix A at the end of this section for recommended species.

(a) Xeriscape landscaping principles are as follows:

1. Design. Identify zones of different water requirements and group plants together that have similar water needs;

Commented [ZG4]: The Department of Development Services is beginning to revise the sign code.

Commented [ZG5]: This is covered under 25-5-14

Commented [ZG6]: This has been removed.

Commented [ZG7]: This is covered under Chapter 25 Article 5

Commented [ZG8]: This has been incorporated into 25-22-8 and is now stricter.

Commented [ZG9]: This has been removed

Commented [ZG10]: Moved to 25-22-8-B5

Commented [ZG11]: Moved to 25-22-8-A2

2. Appropriate use of turf. Limit high-irrigation turf and plantings to appropriate high use areas with high visibility and functional needs;

3. Low-water-using plants. Choose low-water-demanding plants and turf where practicable;

4. Irrigation. Design, operate, and maintain an efficient irrigation system. Drip irrigation shall be used in all landscape beds. If sprinklers are used for turf, no water shall be sprayed over sidewalks, streets, or parking lots. Areas of low water use landscaping may be included but must be indicated on the plans. Irrigation water must be available for the initial two years after planting to establish low-water use landscapes;

5. Soil preparation. Incorporate soil amendments before planting;

6. Mulch. Add mulch to planting beds to a minimum depth of three inches around trees and shrubs and one-inch around perennials and ornamental grasses. Organic mulch is preferred.

Rock mulch may be used only if pre-approved by the Planner; and

7. Maintenance. Provide regular and attentive maintenance.

(b) Screening.

1. All loading and service areas that are within 50 feet of a side or rear lot line abutting property that is residentially zoned shall be surrounded by a six-foot high masonry wall or solid wood or PVC fence with opaque gate.

2. Waste receptacles, including dumpsters, garbage cans, or grease containers shall be located in the rear or side yard of lot and no more than 20 feet from residentially zoned areas. All waste receptacles shall be screened from view from all property lines and public areas of the site by a minimum six-foot high evergreen planting, masonry wall, or wood or PVC fence.

3. Rooftop mechanical equipment, including HVAC and utility equipment shall be screened from adjacent streets, sidewalks, residential, public, and institutional uses. Screening shall consist of parapet walls or an opaque enclosure around the equipment that is constructed of one of the materials used on the primary facade of the principal structure.

4. Ground or wall mounted mechanical equipment, such as HVAC equipment, transformers, generators, and gangs of multiple utility meters shall be screened from adjacent streets, sidewalks, residential, public, and institutional uses. Screening shall consist of evergreen planting, masonry wall, wood or PVC fencing, or other opaque enclosure around the equipment that is constructed of one of the permanent and durable materials used on the primary facade of the building. The height of the planting or fence shall be sufficient to effectively screen the equipment from view.

5. Outdoor storage shall be prohibited.

(c) Buffer yards.

1. Buffer yards are developed for the purpose of providing an effective visual screen between two dissimilar uses.

2. Buffer yards shall be required along and inside the property line of commercial property abutting a residentially zoned property.

3. Buffer yards shall be 20 feet minimum in depth and shall meet the following criteria: be planted with a staggered double row of evergreen trees at least six feet in height, or be planted with a single row of deciduous shade trees two-inch caliper trunk

Commented [ZG12]: Incorporated into 25-22-4. Irrigation requirements have been removed.

Commented [ZG13]: Incorporated into 25-22-4 and 25-22-8

Commented [ZG14]: Incorporated into 25-22-4D

Commented [ZG15]: Incorporated into 25-22-7B which is consistent with Gering, Omaha, Norfolk, and Kearney.

Commented [ZG16]: This has been removed.

minimum and two staggered rows of evergreen shrubs at least three feet in height, planted a maximum of four feet on center.

Commented [ZG17]: Incorporated into 25-22-7A

4. If a six-foot high solid wood or PVC fence or masonry wall is incorporated into the design, the buffer yard may be reduced by ten feet. Finished side of fencing will face abutting property. A row of evergreen trees at least six feet in height, or a single row of deciduous shade trees two inches caliper trunk minimum and a staggered row of evergreen shrubs at least three feet in height, planted a maximum of four feet on center must accompany the fence.

Commented [ZG18]: Incorporated into 25-22-7-3b

(d) Maintenance of buffer yard. The buffer yard shall be maintained so as to provide an effective visual screen. If plant material shall die or be removed such that the buffer yard no longer functions, the plant material shall be replaced by the property owner.

Commented [ZG19]: Incorporated into 25-22-4

(e) Landscaping.

1. Building perimeter walls: shrubs shall be planted within ten feet of the foundation of the primary structure along each building facade at a density that will obscure 60% of the building foundation after five years, except for sides or rear of building used for loading or service area.

Commented [ZG20]: This has been removed.

2. Along each street frontage, there shall be, at a minimum, a ten-foot wide landscape strip, continuous along the frontage except for the perpendicular crossings for driveways and utilities. The landscape strip shall be planted with shade trees at a rate of one per 40 feet of linear frontage or evergreen trees at a rate of one per 20 feet of linear frontage. Evergreens may only be planted if planting bed is a minimum of 20 feet wide. Trees may be spread irregularly in informal groupings or be uniformly spaced, as consistent with large overall planting patterns and organization. Trees shall be spread a minimum of 15 feet apart for large shade trees and evergreens, and a minimum of ten feet apart for small ornamentals (list provides). Grouping of trees may be no more than 150 feet apart. The space between the trees should be planted and maintained to aid the health and growth of the trees. There must be a maintained, non-turf grass landscape bed under and around trees, to be a minimum of 40 square feet per large shade tree or evergreen and 30 square feet per small or medium tree. The landscape zone must be planted to appropriate and compatible shrubs or herbaceous grasses or perennials to cover at least 50% of the bed. The remainder may be mulch. Organic mulch should be used if possible. Screen standards shall comply with §§ 25-22-7 and 25-22-8 of this chapter. Where overhead wires exist directly over tree planting area, small ornamental trees shall be substituted for required shade trees at an equal number.

Commented [ZG21]: This has been simplified and incorporated into 25-22-6

3. Plant material, wall, or fencing in any required landscaped area shall not obstruct the view from the off-street parking facility to any driveway approach, street, alley, or sidewalk. Landscaping shall further not obstruct any views among parking spaces and circulation ways, or visibility between vehicles and pedestrians.

Commented [ZG22]: Incorporated into 25-22-11 and 225-22-9A

4. Stormwater retention ponds shall be landscaped and developed in such a way as to enhance or be in harmony with the surrounding site landscape.

a. Retention basins should be "free form" following the natural contours of the land. If land lacks contour, the basins shall be created to look like a natural depression. Side slopes should vary to give the appearance of a natural condition.

b. Trees and shrub groupings shall be planted intermittently along the ridge of the retention pond to create the appearance of the plants naturally occurring.

c. Approved erosion control measures will be required on all slopes. Use of inorganic landscape materials is prohibited. No artificial trees, shrubs, plants, or turf shall be used to fulfill the minimum requirements for landscaping. Inorganic materials such as stone or decorative pavers, may be used provided that such material does not compromise more than 25% of the minimum required landscaped area. When calculating the area to determine how much inorganic material may be used, the area of driveways and walkways shall not be counted. Loose rock and cobblestones shall not be permitted within any required landscaped area which is within ten feet of a traveled street surface.

5. Minimum tree and shrub sizes:

a. All deciduous shade trees shall be a minimum one and one-half inch caliper measured 12 inches from above the root ball;

b. All evergreen trees shall be a minimum five feet in height measured from the top of the root ball to the top of the tree;

c. All ornamental deciduous trees shall be a minimum one and one-half inch caliper measured 12 inches from above the root ball;

d. Shrubs shall be two gallon size or greater or 15 inches in height if balled or burlapped; and

e. All perennials and ornamental grasses shall be one quart size or greater. –

6. Upon installation of required landscape materials, each owner shall take appropriate actions to ensure their continued health and maintenance. Required landscaping that does not remain healthy shall be replaced consistently with this section and the approved landscaping plan for the project.

(6) Minimum species diversity. To prevent uniform insect or disease susceptibility and eventual uniform senescence on a development site or in the adjacent area or the district, species diversity is required and expansive monocultures are prohibited. The following minimum requirements shall apply to any development plan.

Number of Trees on Site	Maximum Percentage of One Species
10-19	33%
30-39	25%
40 or more	15%

(7) Use of approved species. Regionally native plants should be used when possible to help aid biodiversity and convey a sense of place with the natural context of our community. Ninety percent of all required trees planted must be from the approved list provided in Appendix A of this section.

(8) Redevelopment. In the event any property owner or occupant owning or possessing property located within the GG-O Overlay District commences a remodel or redevelopment project, the cost of which exceeds \$100,000 based upon the building permit issued by the city's Planning and Development Department, upon property that does not then meet the requirements of this section, then the property owner or occupant will be

Commented [ZG23]: Incorporated into 25-22-9

Commented [ZG24]: Incorporated into 25-22-4

Commented [ZG25]: This has been removed.

Commented [ZG26]: Incorporated into 25-22-4

Commented [ZG27]: Incorporated into 25-22-4

required to spend 3% of any remodel or redevelopment project toward bringing the property and landscaping up to the development standards in this section. Once the property and landscaping meet the requirements of this section, the property owner or occupant will no longer have to spend a portion of the remodel or redevelopment project to make improvements in order to comply with this section. In addition, if the property owner or occupant is able to show they are unable to bring the property into compliance because of the property's topography or features, then the property owner or occupant may appear before the city's Planning Commission to explain why they cannot comply. If the Planning Commission finds the property owner or occupants are unable to comply with the requirements of this section for the reasons stated above, then it may excuse the property owner or occupant from attempting to comply and instead allow them to pay an amount equal to 3% of their project directly to the city for use by the city on Gateway Green projects within the GG-O Overlay District or other Gateway and Green projects on city improvements or parks.

(F) Definitions. For the purpose of this section, certain terms and words are hereby defined.

BUFFER YARD. A landscaped area intended to separate and partially obstruct the view of two adjacent land uses or properties from one another.

EVERGREEN PLANTING. Dense planting of evergreen plant material that creates an opaque barrier.

GATEWAY. An intersection designated as an entrance into the city or into the downtown area that is planned for additional design elements to "announce" the arrival to a special place.

LANDSCAPED AREA. The area within the boundaries of a given lot, site, or common development consisting primarily of plant material, including but not limited to grass, trees, shrubs, vines, ground cover, and other organic plant materials; or grass paver masonry units installed such that the appearance of the area is primarily landscaped.

STORMWATER RETENTION PONDS. Ponds or basins designed to hold rainwater that has run-off the surrounding landscape of lawns, roads, and rooftops.

Commented [ZG28]: This has been removed.

Commented [ZG29]: This has been incorporated into 25-22-2

Appendix A

Botanical Name

Common Name

Appendix A

Botanical Name

Common Name

Approved Deciduous Shade Trees

Aesculus glabra

Ohio Buckeye

Catalpa speciosa

Northern Catalpa

Celtis occidentalis

Common Hackberry

Ginkgo biloba

Ginkgo
 Gleditsia triacanthos var. inermis
 Honeylocust (avoid "Sunburst"; other varieties okay)
 Gymnocladus dioica
 Kentucky Coffeetree
 Populus deltoides
 Eastern Cottonwood (only on very large sites; may not be used for parking lot plantings)
 Quercus alba
 White Oak
 Quercus macrocarpa
 Bur Oak
 Quercus macrocarpa x robur
 Heritage Oak
 Quercus muehlenbergii
 Chinkapin Oak
 Quercus robur
 English Oak
 Tilia americana
 American Linden
 Tilia cordata
 Littleleaf Linden
 Tilia tomentosa
 Silver Linden
 Ulmus americana
 American Elm (Dutch Elm Disease resistant varieties only)
 Ulmus x sp.
 Hybrid Elm (check with Development Services for specific varieties)
 Due to the Emerald Ash Borer destroying large quantities of Ash trees in the Eastern United States and its progressive movement west, Ash trees will be prohibited in GG-O Districts
 Approved Small Ornamental Trees
 Amelanchier x grandiflora
 Serviceberry
 Crataegus crusgalli x intermis
 Thornless Cockspur Hawthorn (horizontally branching-not for use in parking lots or near sidewalks)
 Crataegus ambigua
 Russian Hawthorn
 Malus spp.
 Crabapple (choose varieties with small and persistent fruit)
 Syringa reticulata
 Japanese Tree Lilac

Viburnum lentago
Nannyberry Viburnum
Acer tataricum
Tatarian Maple "Hot Wings"
Prunus americana
American Plum "Princess Kay"
Quercus gambelii
Gambel Oak
Approved Evergreen Trees
Abies concolor
Concolor fir
Juniperus spp.
Juniper (columnar junipers may only be used for screening purposes; will not count as required tree on street frontages)
Juniperus scopulorum
Rocky Mountain Juniper
Juniperus virginiana
Eastern Redcedar
Picea glauca var. densata
Black Hills Spruce
Picea pungens
Colorado Spruce
Pinus aristata
Bristle Cone Pine
Pinus cembroides
Pinyon Pine
Pinus contorta
Lodgepole Pine
Pinus flexilis
Limber Pine (not salt tolerant; avoid use near parking lots and roadways)
Pinus nigra
Austrian Pine
Pinus ponderosa
Ponderosa Pine (not salt tolerant; avoid use near parking lots and roadways)

(Ord. 4072, passed - -2012; Ord. 4151, passed - -2015)

Commented [ZG30]: This will be used when creating the Official List of Recommended and Prohibited Plant Material.

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Resolut.1

Council to consider the first reading of the Ordinance regarding the Rezone of Block 7 of the Five Oaks Subdivision from Agricultural to R-4 Heavy Density Multiple Family.

Staff Contact: Zachary Glaubius, Planning Administrator

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT LOTS 1 AND 2, BLOCK 7, FIVE OAKS SUBDIVISION, TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA CURRENTLY ZONED AS AGRICULTURAL (A), WILL NOW BE INCLUDED IN HEAVY DENSITY MULTIPLE FAMILY (R-4), REPEALING PRIOR SECTION 25-1-4, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

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

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

This is to certify that this is the official zoning district map described in §25-1-4 of the Scottsbluff Municipal Code, passed this ____ day of _____, 2022.”

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

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

PASSED AND APPROVED on _____, 2022.

Mayor

ATTEST:

City Clerk (Seal)

Approved as to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Resolut.2

Council to consider the first reading of the Ordinance repealing the GG-O Gateway Green Overlay Requirements and amending the landscaping provisions beginning in Chapter 25 Article 22 Section 1, incorporating prior GG-O Gateway Green Overlay Requirements into the landscaping sections.

Staff Contact: Zachary Glaubius, Planning Administrator

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, REPEALING THE GG-O GATEWAY GREEN OVERLAY REQUIREMENTS FOUND IN THE MUNICIPAL CODE AT CHAPTER 25-3-22.01 AND AMENDING THE LANDSCAPING PROVISIONS BEGINNING IN CHAPTER 25 ARTICLE 22 SECTION 1, INCORPORATING PRIOR GG-O GATEWAY GREEN OVERLAY REQUIREMENTS INTO THE LANDSCAPING SECTIONS, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Section 25-3-22.01 entitled GG-O Gateway Green Overlay is now repealed in its totality.

Section 2. Section 25-22-1 through 25-22-11 is now revised and amended to read as follows:

“ARTICLE 22: LANDSCAPING.

Section

- 25-22-1 Intent
- 25-22-2 Definitions
- 25-22-3 Applicability
- 25-22-4 Materials, Installation, and Maintenance Standards
- 25-22-5 Tree Plantings
- 25-22-6 Street Yard Landscape Provisions
- 25-22-7 Bufferyard & Screening Provisions
- 25-22-8 Parking Lot Landscaping
- 25-22-9 Nature-Based Stormwater Best Management Practices (BMPs)
- 25-22-10 Performance Guarantee
- 25-22-11 General Provisions

§ 25-22-1 INTENT.

The provisions of this article provide guidance on the development of sites within the City of Scottsbluff by addressing landscaping and screening requirements. The provisions in this article are designed to improve the appearance of the community, buffer potentially incompatible land uses from one another, and conserve the value of properties within the City of Scottsbluff and its extra-territorial jurisdiction.

§ 25-22-2 DEFINITIONS.

(A) The following definitions shall be used for terms contained within this article:

- (1) **BUFFERYARD.** A landscaped area intended to separate and partially obstruct the view of two adjacent land uses or properties from one another.
- (2) **LANDSCAPED AREA.** The area within the boundaries of a given lot, site, or common development consisting primarily of plant material, including but not limited to grass, trees, shrubs, vines, ground cover, and other organic plant materials; or grass paver masonry units installed such that the appearance of the area is primarily landscaped.
- (3) **STREET YARD LANDSCAPE.** The area of a lot, site, or common development which extends inward of a minimum depth of ten (10) feet from any street property line
- (4) **SCREENING.** Screening: The method by which a view of one (1) site from another adjacent site is shielded, concealed, or hidden.
- (5) **PARKING FACILITY.** An area on a lot or site, including one (1) or more parking spaces, along with provision for access, circulation, maneuvering, and landscaping.

(6) **PERIMETER PARKING LOT LANDSCAPED AREA.** Any required landscaped area around the perimeter of a parking facility.

(7) **INTERIOR LANDSCAPED AREA.** Any required landscaped area within a site including interior islands, endcap islands, and corner islands. See Figure 25-22-8

(8) **IMPERVIOUS COVERAGE AREA.** The total horizontal area of all buildings, roofed or covered spaces, paved surface areas, walkways and driveways, and any other site improvements that decrease the ability of the surface of the site to absorb water, expressed as a percent of site area. The surface water area of pools is excluded from this definition.

§ 25-22-3 APPLICABILITY.

(A) The provisions of this Article shall apply to all new development on each lot or site upon application for a building permit, except for the following:

- (1) Single-family dwellings and Two-family dwellings;
- (2) Reconstruction or replacement of a lawfully existing use or structure following a casualty loss;
- (3) Remodeling, rehabilitation, or improvements to existing uses or structures which do not substantially change the location of structures, parking, or other site improvements;
- (4) Additions or enlargements of existing uses or structures which increase floor area or impervious coverage area by less than twenty percent (20%) of the building established on the site on the effective date of this Article. Where such cumulative additions or enlargements are twenty percent (20%) or greater, these provisions shall apply only to that portion where the new development occurs.

§ 25-22-4 MATERIALS, INSTALLATION, AND MAINTENANCE STANDARDS.

(A) List of Recommended and Prohibited Plant Material: Plantings shall be consistent with the List of Recommended and Prohibited Plant Materials provided by the Scottsbluff Park, Cemetery, & Tree Board through the Department of Development Services. All plant materials in required landscape areas including but not limited to street yard landscaping, bufferyards, screening, and parking lot landscaping, shall conform in size, species, and spacing with this section of the article.

(B) Plant Selection

(1) The overall landscape plan shall not contain more than thirty-three percent (33%) of any one plant species.

(2) All landscape plans must use at least fifty percent (50%) native and/or drought tolerant plant materials to be installed, as appropriate for their location.

(B) Minimum Plant Sizes.

(1) Evergreen Trees shall be a minimum of four (4) feet in height, measured from the top of the root ball to the top of the tree.

(2) Streetscape, or large, deciduous trees shall be a one and one-half inches (1 ½) caliper or larger, measured twelve (12) inches above the root ball.

(3) Small, or ornamental, deciduous trees shall be a one and one-half inches (1 ½) caliper or larger, measured twelve (12) inches above the root ball.

(C) Use of inorganic landscaping materials.

- (1) No artificial trees, shrubs, plants, or turf shall be used to fulfill the minimum requirements for landscaping.
- (2) Inorganic materials, such as stone or decorative pavers, may be used provided that such material does not comprise more than thirty-five (35%) of the minimum required landscaped area.
- (3) Other concrete and/or asphalt pavement surfaces may not be used within the minimum required landscaped area, except for walkways and driveways.
- (4) Loose rock shall not be permitted within any required landscaped area which is within ten (10) feet of a traveled street surface or sidewalk as defined under Chapter 22 of the Municipal Code.

(D) Upon installation of required landscape materials, each owner shall take appropriate actions to ensure their continued health and maintenance. Required landscaping that does not remain healthy shall be replaced consistently with this section and the approved landscaping plan for the project.

§ 25-22-5 TREE PLANTINGS.

(A) In any required landscaped area, including but not limited to street yard landscaping, bufferyards, screening, and parking lot landscaping bufferyard requirements, and parking lot landscaping requirements. One tree of an approved species shall be planted and maintained for each five hundred (500) square feet of required landscape area.

(B) Existing trees approved for preservations shall be counted toward satisfaction of this requirement.

(C) All required trees shall meet the minimum size requirements as set forth by 25-22-4.

§ 25-22-6 STREET YARD LANDSCAPE PROVISIONS

(A) Depth of street yard landscape area: Landscaping shall be required adjacent to each street property line and shall extend from the right-of-way to a minimum depth inward of ten (10) feet on private property for all land uses and zoning classifications. Provided however, that this requirement shall not be applicable land that is used for single-family or two-family residential uses.

- (1) Street yard landscaping depth may be reduced to not less than five (5) feet in order to meet off-street parking requirements.

(B) Location of Street Trees: All trees and shrubs planted in the street yard landscape area shall meet the spacing and location requirements of this Chapter and those of Chapter 20 Article 7 of the Municipal Code.

(C) Obstructions: Street yard Landscape areas required by this chapter shall not be obstructed by any type or size of fence.

§ 25-22-7 BUFFERYARD & SCREENING PROVISIONS.

(A) Bufferyard Applications. These provisions apply when use is established in a more intensive zoning district which is adjacent to a less intensive zoning district

- (1) The owner, developer, or operator of the lot or site in the more intensive zoning district shall install and maintain a landscaped bufferyard on his/her lot or site along the common lot line. Bufferyards are not required on single-family or two-family residential use types in the more intensive zoning district.
- (2) Criteria for review and approval of appropriate bufferyard design includes, but is not limited to the following: meets base bufferyard requirements, provides separation of

uses, obstructs view between uses, allows access to utilities and detention, and maintains surface water drainage. Appropriate site design may allow for bufferyards to be incorporated into stormwater detention, water quality areas, and utility easements.

- (3) The bufferyard dimensions set forth in Table 25-22-7 apply to zoning districts which share a common lot line; except
- (4) When a public alley with a width not less than twenty (20) feet or street separates a more intensive zoning district from a less intensive zoning district, no bufferyard is required.
- (5) If a six (6) feet high solid wood or PVC fence or masonry wall is incorporated into the design, the required bufferyard may be reduced to a width not less than ten (10) feet, conditional on approval by the Planning Commission. The finished side of the fencing shall face the less intensive zoning district property or site. A row of shrubs of an approved species with a minimum height of three (3) feet, planted a maximum of four (4) feet from center shall accompany the fence or wall.
- (6) Each bufferyard shall be entirely landscaped and free of paved areas, access ways, storage, or other disturbances.

(B) Bufferyard Requirements

TABLE 25-22-7

District A (More Intensive District) (Note 2)	District B (Less Intensive Adjacent District)		
	A, AR, R-1B, R-1, R-1A (Note 1)	R-4, R-6 (Note 1)	O-P, C-1, C-2, PBC, C-3
R-4	10 feet	---	---
R-6	10 feet	---	---
O-P	10 feet	---	---
C-1	5 feet	---	---
C-2	10 feet	10 feet	---
PBC	10 feet	10 feet	---
C-3	15 feet	15 feet	---
M-1	15 feet	15 feet	10 feet
M-2	20 feet	20 feet	20 feet
Note 1: Applies only to residential uses previously established in the zoning district.			
Note 2: Buffer requirements do not apply to single-family or two-family residential uses established in District A.			

(C) Screening Application: Screening is required when one or more of the following conditions is directly visible from or faces toward the boundary of a less intensive zoning district.

- (1) Rear elevations of buildings;
 - (a) Screening of rear of elevations of buildings shall not be required if less intensive zoning district is separated from more intensive zoning district by a public alley with a minimum width of twenty (20) feet.
- (2) Outdoor storage areas, cargo containers, or storage tanks, unless otherwise screened;
- (3) Loading docks, refuse collection points, and other service areas;
- (4) Major machinery or areas housing a manufacturing process;

- (5) Major on-site traffic circulation areas or car, truck, and/or trailer parking; or
- (6) Sources of glare, noise, or other environmental effect

(D) Screening Method: An opaque barrier shall be provided which visually screens the conditions listed above from less intensive uses as follows:

- (1) A solid wood, PVC, and/or masonry fence or wall at least six (6) feet in height.
- (2) A landscaping screen, using evergreen or deciduous materials, capable of providing a substantially opaque, hedge-like barrier which will be capable of providing a solid screen within three (3) years of planting.
- (3) A landscaped earth berm with a maximum slope of three (3) to one (1), rising no less than six (6) feet above the existing grade of the lot line separating the zoning districts.
- (4) A chain-link fence with an opaque barrier incorporated into it, such as slats, with at least six (6) feet in height.
- (5) Any combination of these methods that achieves a cumulative minimum height of six (6) feet and provides an opaque barrier.

(E) Location of Screening: Any screening method shall be installed within the required bufferyard or in close proximity of the items listed in this section (25-22-7 B 1-6).

(F) Drainage: Screening shall not adversely affect surface water drainage.

(G) Permitted interruptions of screening: Screening may be interrupted to provide access drives to service areas or for loading purposes to buildings. Such breaks or interruptions shall not exceed twenty percent (20%) of the length of the required screened area.

§ 25-22-8 PARKING LOT LANDSCAPING.

Landscape requirements: Interior and perimeter landscaping shall be provided for all parking facilities larger than six thousand (6,000) square feet to buffer the facility from surrounding properties and rights-of-way; reduce the environmental effects of large, hard-surfaced area; and improve the retention and absorption of storm water runoff. Parking facilities with an area less than six thousand (6,000) square feet shall be exempt from the interior landscaping requirements; parking facilities under two thousand (2,000) square feet shall be exempt from both perimeter and interior landscaping requirements.

(A) Perimeter Landscaping Requirements:

- (1) Each off-street parking facility shall provide a minimum landscaped buffer of ten (10) feet with a three (3) feet minimum screen along any street property line.
 - (a) Perimeter landscaping required depth may be reduced not to less than five (5) feet in order to meet off-street parking requirements.
- (2) Each parking facility that abuts a residential district shall provide a twenty (20) foot landscaped buffer along its common property line with the residential district.
- (3) A parking facility which abuts property in a residential district shall provide a fence, wall, landscape screen, or earth berm not less than four (4) feet in height for the length of the common boundary. A grade change, terrace, or other site feature which blocks the sight line of headlights into a residential property may satisfy this requirement, subject to the determination of the City Planner.
- (4) Landscaping or screening installed in any required landscaped area shall not obstruct the view from the off-street parking facility to any driveway approach, street, alley, or sidewalk. Landscaping shall further not obstruct any views among parking spaces and

circulation ways, or visibility between vehicles and pedestrians. (See 25-2-104.1 for sight triangle requirements).

(B) Interior Landscaping Requirements:

- (1) Each parking facility of over six thousand (6,000) square feet shall provide interior landscaped area equal to no less than five percent (5%) of the total paved area of the parking facility.
 - a. Parking facilities within the M-1 and M-2 Districts shall be exempt from this requirement.
- (2) Interior and endcap landscape islands shall not be less than nine (9) feet in width and eighteen (18) feet in length for a single row of parking spaces, or thirty-six feet (36) in length for a double row of spaces with five (5) foot curb radii at both ends.
- (3) Corner landscape islands shall be defined by extensions of the edges of intersection parking spaces.
- (4) Landscape islands shall be evenly distributed to the maximum extent possible.
- (5) Landscape Strips may be used in place of individual interior landscape islands if they comply with the following standards:
 - (a) The minimum width of a landscape strip shall be six (6) feet and the minimum length shall be seventy (70) feet.
 - (b) The landscape strip shall contain a minimum of one tree every eighteen (18) feet or at least fifty percent (50%) vegetative cover other than turf grass.
 - (c) Wheel stops shall be placed in in a location to prevent vehicles from overhanging the landscape strip more than twelve (12) inches.

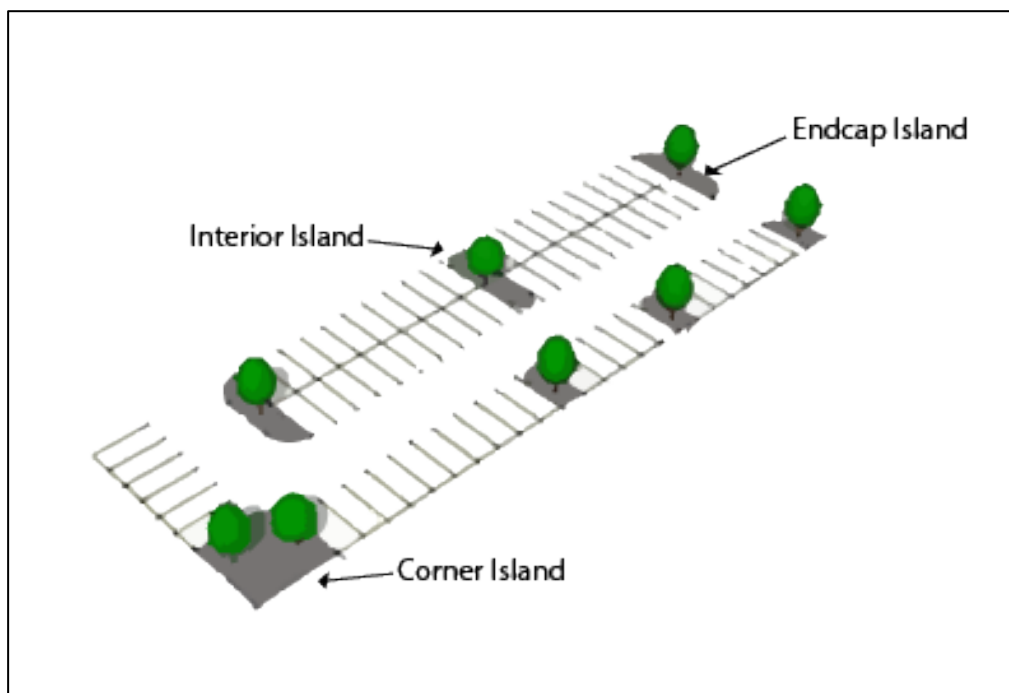


Figure 25-22-8

(C) Planting Requirements

- (1) Each interior or endcap island shall be planted with a minimum of:

a. One (1) large tree or two (2) small trees; and

b. With the remaining area in groundcover, which may be sod, ornamental grasses, organic mulch, or perennial or seasonal plantings, or shrubs spaced in accordance with common horticultural practices. Rock mulch may only be used if pre-approved by the City Planner.

(2) Each parking facility corner island shall be planted with two (2) large trees or five (5) small trees spaced in accordance with common horticultural practices, with the remaining area in groundcover, which may be sod, ornamental grasses, organic mulch, or perennial or seasonal plantings, or shrubs spaced in accordance with common horticultural practices. Rock mulch may only be used if pre-approved by the City Planner.

(3) Each perimeter landscaping bed shall be planted with a minimum of one (1) tree for every five hundred (500) square feet, spaced in accordance with common horticultural practices, with the remaining area in groundcover, which may be sod, ornamental grasses, organic mulch, or perennial or seasonal plantings, or shrubs spaced in accordance with common horticultural practices. Rock mulch may only be used if pre-approved by the City Planner.

(4) Trees shall meet the size requirements listed under 25-22-4.

§ 25-22-9 NATURE-BASED STORMWATER BEST MANAGEMENT PRACTICES (BMPs)

(A) When a nature-based or natural functioning stormwater BMP is installed, the BMP shall be landscaped and developed in such a way as to enhance or be in harmony with the surrounding site landscape.

(B) Examples of nature-based BMPs include, but are not limited to:

- (1) Bioretention
- (2) Retention ponds
- (3) Extended detention basins
- (4) Vegetated buffers
- (5) Bioswales
- (6) Infiltration basins/planters/trenches
- (7) Rain gardens; and/or
- (8) Constructed wetlands.

(C) Elements shall be “free form” following the natural contours of the land. If land lacks contour, the BMP shall be created to look like a natural landscape feature. Side slopes and lines should vary to give the appearance of a natural condition.

(1) Trees and shrub of approved species shall be planted in groupings intermittently along the BMP to create the appearance of the plants naturally occurring.

(2). Erosion control measures approved by the Public Works Director or his/her designee shall be required on all slopes.

(D) Stormwater BMPs shall meet all requirements of Chapter 24 of the Municipal Code.

§25-22-10 PERFORMANCE GUARANTEE

(A) If, at the time of an application for a certificate of occupancy, any required landscaping is not installed, the developer or owner of a site must submit a performance guarantee (by bond, letter of credit or other security approved in writing by the city attorney) satisfactory to the city in the amount of the value of a bona fide contract to install such landscaping. Such a contract must be reviewed and approved by the City Planner.

(B) The developer or owner shall grant the city permission to enter upon the land to install required landscaping if this has not been done within twelve (12) months of the effective date of the certificate of occupancy.

(C) The city shall release any bond or other arrangement immediately when the Department of Development Services verifies that required landscaping has been installed.

(D) These provisions shall not apply to single-family or two-family residential uses exclusively.

§ 25-22-11 GENERAL PROVISIONS

(A) Obstruction of view: Landscaping or screening installed in any landscaped area shall not obstruct the view from or to any driveway approach, street, alley, or sidewalk. (See 25-2-104.1 for sight triangle requirements)

(B) Earth berm locations: All earth berm locations shall be reviewed to determine how the berms shall relate to drainage and public utilities.

(C) Refuse Collection points shall always be screened with a six (6) feet opaque barrier.

(D) Exceptions: A development shall continue to comply with the bufferyard and screening requirements in effect at the time of issuance of its original permit, regardless of whether an adjacent lot or site is subsequently rezoned to a less intensive district which would otherwise require compliance with bufferyard or screening provisions.”

Section 3. Prior Section 25-3-22.01 is now repealed and prior sections 25-22-1 through 25-22-11 are now amended and included in the Scottsbluff Municipal Code and all other ordinances and parts of ordinances in conflict herewith 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 4. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.”

PASSED and APPROVED on _____, 2022.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

City Attorney

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Resolut.3

Council to consider the third reading of the Ordinance relating to the franchise Ordinance granted to Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy to amend the franchise fee in paragraph 8 of Ordinance 3937.

Staff Contact: Kevin Spencer & Liz Loutzenhiser, Interim City Man

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA RELATING TO THE FRANCHISE ORDINANCE GRANTED TO BLACK HILLS NEBRASKA GAS, LLC D/B/A BLACK HILLS ENERGY, A DELAWARE LIMITED LIABILITY COMPANY AND IN PARTICULAR AMENDING PARAGRAPH 8 OF ORDINANCE 3937 DEALING WITH A FRANCHISE FEE, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Effective upon the passage and acceptance of this Ordinance, Section 8 of Ordinance Number 3937 shall be amended by deleting the language contained in Section 8 and replacing it with the following language:

“SECTION 8. Municipality may, during the term of this Franchise, in its discretion, in compliance with and as authorized by state law and upon a majority vote of a majority of the Members of the Municipality’s City Council then present, pass an ordinance imposing a franchise fee on Grantee’s customers located within Grantor’s corporate limits; provided, however, that the franchise fee shall not be effective, and Grantee shall not be obligated to collect and pay the same, unless and until: (1) it is satisfactory to Grantee with respect to its compatibility with Grantee’s billing system; (2) the form of assessment and collection of the franchise fee is based on a volumetric fee based upon Grantee’s delivery of energy within Grantor’s corporate limits; and (3) Grantor has imposed a franchise fee on all other parties supplying energy within Grantor’s corporate limits, calculated in the same manner as the franchise fee imposed on Grantee’s customers.”

Section 2. Paragraph 8 of Ordinance 3937 is now amended and all Ordinances and Sections in conflict with this Ordinance are hereby amended following the passage of this Ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its final passage and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 2022.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

City Attorney

CERTIFICATE AS TO ORDINANCE

The undersigned hereby certifies she is the duly appointed, qualified and acting City Clerk of the City of Scottsbluff, Nebraska and the within and foregoing is a true and correct copy of Ordinance No. ____ passed by Mayor and City Council of the City of Scottsbluff, this ____ day of March, 2022.

Attest:

City Clerk (Seal)

CERTIFICATE OF PASSAGE

State of Nebraska)
)
County of Scotts Bluff)ss.
)
City of Scottsbluff)

I, Kimberley Wright, City Clerk of the City of Scottsbluff, Scotts Bluff County, Nebraska, hereby certify the attached Ordinance purporting to be Ordinance Number _____ of said City was passed by the Mayor and City Council of the City of Scottsbluff, Scotts Bluff County, Nebraska, pursuant to the rules and regulations prescribed by general law and by said City for the passage of Ordinances, it was duly approved by the Mayor of said City, passage and approval having been made on the ____ day of March, 2022 with respect to said Ordinance aforesaid which said Ordinance Number ____ has been published in pamphlet form by authority of the Mayor and Council of said City under direction of its duly constituted authorities pursuant to action by the Mayor and Council thereof with copies made available to the public on such date at the office of the City Clerk.

IN WITNESS WHEREOF, I have hereto affixed my hand and seal of the City of Scottsbluff, Scotts Bluff County, Nebraska ____ day of March A.D., 2022.

Kimberley Wright, City Clerk

SUBSCRIBED AND SWORN to before me this ____ day of March, 2022 by Kimberley Wright.

Notary Public

(seal)

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Resolut.4

Council to consider the third reading of the Ordinance establishing a franchise fee on all energy providers operating within the corporate limits of the City.

Staff Contact: Kevin Spencer & Liz Loutzenhiser, Interim City Man

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, ESTABLISHING A FRANCHISE FEE ON ALL ENERGY PROVIDERS OPERATING WITHIN THE CORPORATE LIMITS OF THE CITY, AMENDING THE MUNICIPAL CODE BY ADDING SECTION 11-4-11 SETTING FORTH THE ESTABLISHMENT OF A FRANCHISE FEE FOR ENERGY PROVIDERS, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. The City of Scottsbluff, Nebraska, (hereinafter referred to as the "Municipality") establishes a franchise fee on every natural gas company and every other person, firm or corporation, their successors and assigns, owning, operating, controlling, leasing or managing a natural gas plant or system and/or generating, manufacturing, selling, distributing or transporting natural gas (hereinafter referred to, collectively, as "Energy Providers," each, individually, an "Energy Provider"). Energy Providers shall collect from their customers located within the corporate limits of the Municipality as depicted on the Map (as defined below) and pay to the Municipality an amount equal to \$0.0300 per therm for natural gas delivered to customers by the Energy Providers within the present or future limits of the Municipality.

Section 2. The amount paid by Energy Providers shall be in lieu of, and Energy Providers shall be exempt from, all other fees, charges, taxes or assessments which the Municipality may impose for the privilege of doing business within the Municipality, including, without limitation, excise taxes, occupation taxes, licensing fees, or right-of-way permit fees, and in the event the Municipality imposes any such fee, charge, tax or assessment, the payment to be made by Energy Providers in accordance with this Ordinance shall be reduced in an amount equal to any such fee, charge, tax or assessment imposed upon the Energy Providers. Ad valorem property taxes imposed generally upon all real estate and personal property within the Municipality shall not be deemed to affect Energy Providers' obligations under this Ordinance.

Section 3. Energy Providers shall report and pay any amount payable under this Ordinance on a calendar basis. Such payment shall be made no more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portions of the periods at the beginning and end of any franchise granted by the Municipality, to an Energy Provider.

Section 4. Energy Providers shall list the franchise fee collected from customers as a separate item on bills for utility service issued to their customers. If at any time the Public Service Commission or other authority having proper jurisdiction prohibits such recovery, Energy Providers will no longer be obligated to collect and pay the franchise fee until an alternate lawful franchise fee can be negotiated and implemented. In addition, with prior approval of the Municipality, Energy Providers may reduce the franchise fee payable for natural gas delivered to a specific customer when such reduction is required to attract or retain the business of that customer.

Section 5. Within ten (10) days of the date of this Ordinance, the Municipality shall provide the Energy Providers with a map of its corporate limits (the "Map"). The Map along with the Municipality's Geographic Information System ("GIS") mapping information shall be of sufficient detail to assist Energy Providers in determining whether their customers reside within the Municipality's corporate limits. The Map shall serve as the sole basis for determining Energy Provider's obligations hereunder to collect and pay the franchise fee from customers; provided, however, that if the Municipality's corporate limits are changed by annexation or otherwise, it shall be the Municipality's sole responsibility to (a) update the Map so that such changes are included therein, and (b) provide the updated Map to the Energy Providers. An Energy Provider's obligation to collect and pay the

franchise fee from customers within an annexed area shall not commence until the later of: (a) sixty (60) days after such Energy Provider's receipt from the Municipality of an updated Map including such annexed area, or (b) such time after such Energy Provider's receipt from the Municipality of an updated Map including such annexed area as is reasonably necessary for such Energy Provider to identify the customers in the annexed area obligated to pay the franchise fee.

Section 6. The City shall provide copies of Annexation Ordinances to Energy Providers on a timely basis to ensure appropriate franchise fee collection from customers within the corporate limits of the Municipality as set forth in Section 4. above.

Section 7. To the extent permitted by the laws of Nebraska, the Municipality shall indemnify Energy Providers from claims of any nature, including attorney fees, arising out of or related to the imposition and collection of the franchise fee. In addition, Energy Providers shall not be liable for paying franchise fees from or to any customer originally or subsequently identified, or incorrectly identified, by the Municipality or by Energy Providers, as being subject to the franchise fee or being subject to a different level of franchise fees or being exempt from the imposition of franchise fees.

Section 8. The Municipality shall have access to and the right to examine, during normal business hours, Energy Provider's books, receipts, files, records and documents as is reasonably necessary to verify the accuracy of payments due hereunder; provided, that the Municipality shall not exercise such right more than twice per calendar year. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, such mistake shall be corrected promptly upon discovery such that any under-payment by an Energy Provider shall be paid within thirty (30) days of recalculation of the amount due, and any over-payment by an Energy Provider shall be deducted from the next payment of such franchise fee due by such Energy Provider to the Municipality; provided, that neither party shall have the obligation to correct a mistake that is discovered more than one (1) year after the occurrence thereof.

Section 9. The Scottsbluff Municipal Code is now amended and a new Section 11-4-11 is adopted to read as follows:

"11-4-11. Franchise Fee on Energy Providers.

The City, may by Ordinance impose a Franchise Fee on all Energy Providers operating within the City. The Ordinance may be updated periodically and can be amended or revised without amending this Section."

Section 10. The previously existing Ordinance 3937 is amended to comply with this Ordinance. The Scottsbluff Municipal Code is now amended to add a new Section and all other Ordinances and parts of Ordinances in conflict herewith 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 11. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 2022.

Mayor

Attest:

City Clerk (Seal)

Approved as to Form:

City Attorney

ACCEPTANCE OF ORDINANCE NOS. _____
AND _____ OF THE CITY OF SCOTTSBLUFF, NEBRASKA

Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy, A Delaware limited liability company, (“Grantee”) for itself, its lessees, and successors accepts the terms of Ordinance No. _____ and Ordinance No. _____ passed by the City Council of the City of Scottsbluff on March ____, 2022 and entitled an Ordinance Amending Prior Ordinance No. 3937 and an Ordinance Establishing a Franchise Fee on Energy Providers, and all rights and obligations of Grantee described therein.

Black Hills Nebraska Gas, LLC
d/b/a Black Hills Energy, A Delaware limited liability company,

By: _____
Written Name
Title

Dated: _____

State of _____)
County of _____)ss.

The foregoing document was acknowledged before me on _____, 2022
by _____ the _____ of Black Hills Nebraska
Gas, LLC d/b/a Black Hills Energy, A Delaware limited liability company for on behalf of
the LLC.

SUBSCRIBED AND SWORN to before me this ____ day of March, 2022 by _____.

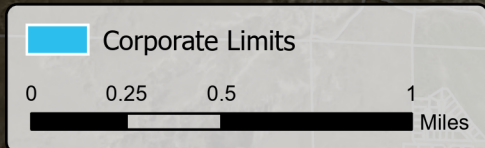
Notary Public

(seal)

ACKNOWLEDGEMENT

The City Clerk of the City of Scottsbluff, Nebraska acknowledges receipt of the foregoing Acceptance on _____, 2022.

Kimberley Wright, City Clerk



Taylor Stephens
City of Scottsbluff GIS
Created on January 31st, 2022
Coordinate System:
NAD 1983 State Plane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Resolut.5

Council to discuss and consider action to approve a Resolution updating the bank signature authorization and authorize the Mayor to sign the Resolution.

Staff Contact: Liz Loutzenhiser, Finance Director

Agenda Statement

Item No. _____

For Meeting of: March 7, 2022

AGENDA TITLE: update City Banking Resolution

SUBMITTED BY DEPARTMENT/ORGANIZATION: Finance

PRESENTATION BY: Liz Loutzenhiser

SUMMARY EXPLANATION:

update City Bank Resolution to remove former City Manager and update with Interim City Manager

BOARD/COMMISSION/STAFF RECOMMENDATION: _____

Does this item require the expenditure of funds? _____yes ^x_____no

Are funds budgeted? n/a _____yes _____no

If no, comments: _____

Estimated Amount _____

Amount Budgeted _____

Department _____

Account Description _____

Approval of funds available _____

City Finance Director

EXHIBITS

Resolution ☒

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☒

Please list names and addresses required for notification.

Please return signed Resolution to Finance Dept

APPROVAL FOR SUBMITTAL: _____

City Manager

Rev: 12/14/ City Clerk

RESOLUTION NO. 22-__ - __

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

1. US Bank NA, First National Bank, First State Bank, Platte Valley Bank, Western States Bank and Pinnacle Bank, all with local branches in Scotts Bluff County, Nebraska and the Nebraska Public Agency Investment Trust (NPAIT) as well as Moreton Capital Markets, LLC are designated as depositories and/or financial investment institutions for funds of the City of Scottsbluff, Nebraska (“City”).
 - a. Depository funds of the City deposited in each bank shall be subject to withdrawal upon checks, notes, drafts, or other orders for the payment of money when signed on the City’s behalf by any two of the following City officials:

Jeanne McKerrigan OR
Jordan Colwell AND

Kimberley Wright OR Christine Burbach
 - b. All investment funds of the City held as Government Money Market Funds, Certificates of Deposit, Treasury Notes, and other authorized securities purchased by the City shall be signed by the Finance Director for the City, Elizabeth Loutzenhiser and one of the following City officials per the City’s Investment Policy:

Kevin Spencer OR Kimberley Wright
2. Provided, the Finance Director for the City, Elizabeth Loutzenhiser, is authorized to make ACH drafts and withdrawals for payroll, electronic claims, utility payment drafts and debt payments on behalf of the City from any of the financial institutions named in paragraph 1. of this Resolution.
3. The banks are authorized to pay all orders and receive them for the credit of or in payment from the payee or any other holder without inquiring into the circumstances of the issue or the disposition of the proceeds.
4. US Bank is authorized to issue Visa credit cards to City personnel. The personnel to receive the cards and the credit limit on said cards shall be as approved by the City Manager or his/her designee.

5. This Resolution will revoke Resolution 20-12-06 and all prior banking resolutions and shall be delivered to all banks named in this Resolution. This Resolution will remain in effect until notice of revocation is delivered to any of these banks.

Passed, approved and effective this 7th day of March, 2022.

Mayor

ATTEST:

City Clerk

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Bids1

Council to discuss and consider action on awarding the bid for the new Sidewinder refuse truck body to Elliott Equipment Company for \$159,306.80.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For Meeting of: March 7, 2022

AGENDA TITLE: Council to award bid for the purchase of a new refuse body only.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Environmental Services

PRESENTATION BY: City Manager

SUMMARY EXPLANATION: The Environmental Service Department three (3) chassis bids, and five (5) body bids. After reviewing the specs and the bids We have decided to go with a new body to put on our chassis. This will allow us to get this truck back in service sooner than waiting on a complete truck. We are \$95,693.20 under budget for this truck item.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Recommend awarding the body bid to Elliott Equipment.

EXHIBITS

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

Other (specify) approve the purchase of a new refuse truck body

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐

Elliott Equipment Company
Sidewinder (\$159,306.80)

Total Price \$159,306.80

Elliott Equipment Company
1245 Dawes Avenue
Lincoln, NE 68521
Sonya Dunn, Branch Manager/Sales Representative
(402)474-4840 Office
(402)616-5182 Cell

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk



3100 West 76th Street
Davenport, IA 52806
Ph: 563-391-4840

Elliott Sanitation Equip. Co.
1245 Dawes Avenue
Lincoln, NE 68521
Ph: 402-474-4840



Quote

Date	Quote #
2/17/2022	16780
Proposed Shipping Date	
Terms	
Net 30	
Rep	
SD	

4000 SE Beisser Drive
Grimes, IA 50111
Ph: 515-986-4840
Fx: 515-986-9530

14001 Botts Rd.
Grandview, MO 64030
Ph: 816-761-4840

4400 E 60th Ave
Commerce City, CO 80022
Ph: 303-853-4840

City of Scottsbluff
2525 Circle Dr
Scottsbluff, NE 69361

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Quoted Prices are good for 60 days.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TERMS: Equipment is due on receipt. Carts, Containers, Parts & service are Net 30 unless otherwise noted on your account. Balances over 30 days from the date of invoice are subject to finance charges up to 1.5% per month.

Qty	Item	Description	Price	Total
1	Sidewinder	Sidewinder refuse packer 31 YD made to Scottsbluff city bid specs 1 year hydraulic warranty and 2 year cyclinder warranty Includes mounting of body to your chassis and some frame work to your chassis to make this work. also includes front mount pump	157,006.80	157,006.80T
	Freight	Shipping & Handling freight includes Elliott coming to get your chassis taking it to Scranton, IA and us bringing your new unit to you Customers Exempt From Sales Tax	2,300.00 0.00%	2,300.00 0.00
Total				\$159,306.80

TO CONFIRM ORDER, SIGN AND RETURN

X _____

2021/22 Refuse Truck Bid Overviews

Floyd's Truck Center

Chassis	\$ 115,657.00	2023 Freightliner M2-106
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Elliott Equipment

BODY	\$ 147,227.26	NewWay Sidewinder
TRADE	\$ (75,000.00)	
	\$ 72,227.26	

RTS Refuse Truck Sales

CHASSIS	\$ 115,657.00	2023 Freightliner M2-106
BODY	\$ 162,000.00	Curbtender PowerPak
TRADE	\$ (162,000.00)	
	\$ 115,657.00	

Kois Brothers

BODY	\$ 150,923.00	G-S Products CS9000 Collecster
TRADE	\$ (60,000.00)	
	\$ 90,923.00	

Kois Brothers

BODY	\$ 178,489.00	Heil DuraPack
TRADE	\$ (60,000.00)	
	\$ 118,489.00	

Sanitation Products Inc

CHASSIS	\$ 106,900.00	Freightliner M2-106
BODY	\$ 172,540.00	Labrie Automizer
TRADE	\$ (80,000.00)	
	\$ 199,440.00	

Elliott Equipment

BODY	\$ 159,306.80	Sidewinder (Put on our Chassis)
------	----------------------	---------------------------------

RTS Refuse Truck Sales

BODY	\$ 122,000.00	Curbtender PowerPak (Put on our Chassis)
------	----------------------	--

We received three (3) bids for the refuse chassis. They came from Floyd's Truck Center, RTS, and Sanitation Products Inc. We received five (5) bids from 4 companies for the refuse body complete truck. They came from Elliott Equipment, RTS Refuse Truck Center, Kois Brothers, and Sanitation Products Inc. We received one (1) bid for a body to have mounted on a chassis we have. It came from Elliott Equipment. After reviewing the bid specs we have made the decision to go with Elliott Equipment for the body only and have it mounted on our chassis we currently have. This chassis is only a year old and while we have had numerous problems with the body, the chassis has worked well with no issues. The body we choose has worked well in past years with no problems. This option will allow us to get our truck faster than ordering a whole chassis and body.

By purchasing the body ONLY for our chassis we are \$95,693.20 under budget for this truck.

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Subdiv.1

Council to discuss and consider action on an application for the creation of an Agricultural Estate Dwelling Site from Julie Shuey, Executor of the Kyla Casselmann Shuey Estate, for property located at 181015 Hwy L 79G, Scottsbluff, NE and authorize the Mayor to sign the Certificate.

Staff Contact: Zachary Glaubius, Planning Administrator

Agenda Statement

Item No.

For Meeting of: March 7, 2022

AGENDA TITLE: Council to discuss and consider action on an application for the creation of an Agricultural Estate Dwelling Site from Julie Shuey for property located at 181015 Highway L79G, Scottsbluff, NE, and authorize the Mayor to sign the certificate.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Department Development Services

PRESENTATION BY: Zachary Glaubius, Planning Administrator

SUMMARY EXPLANATION: The Planning Commission reviewed and made a positive recommendation on the approval of an AEDS at 181015 Highway L79G of 6.86 acres with a reserved balance of approximately 77 acres.

BOARD/COMMISSION/STAFF RECOMMENDATION: Positive recommendation by P.C.

Does this item require the expenditure of funds?

_____yes _____no

Are funds budgeted?

_____yes _____no

If no, comments:

Estimated Amount

Amount Budgeted

Department

Account Description

Approval of funds available

City Finance Director

EXHIBITS

Resolution ☐Ordinance ☐Contract ☐Minutes ☐

Plan/Map ✓

Other (specify) Staff Report for Planning Commission, Certificate

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL:

City Manager

Rev: 12/14/ City Clerk

CITY OF SCOTTBLUFF

AGRICULTURAL ESTATE DWELLING SITE APPLICATION
AGRICULTURAL - ET ZONING DISTRICT

On the 20 day of JANUARY, 2022

----- (being the
record title owner of the real estate described in paragraphs 1 and 3 below), has caused to be made an application to the City of Scottsbluff, Scotts Bluff County for an exception to Agriculture (A-ET) District zoning, for an Agricultural Estate Dwelling Site subject to all provisions of Part 13 Ag. District, specifically 25-3-19.1-13, of the Zoning Regulations, as follows:

1. LEGAL DESCRIPTION OF TRACT TO BE SEPARATED: (An accurate survey, properly identifying the tract to be set out, must accompany this application):

A TRACT OF LAND SITUATED IN THE ACCRETED LANDS OF GOVERNMENT LOT 1, OF SECTION 2020 TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA, LYING SOUTH OF THE HIGHWAY 92 RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
REFERRING TO THE EAST QUARTER CORNER OF SAID SECTION 20; THENCE, ALONG THE TRUE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID SECTION, S02°07'44"W TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NEBRASKA HIGHWAY #92, BEING A DISTANCE OF 146.84 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID SOUTHERLY EXTENSION, S02°07'44"W FOR A DISTANCE OF 568.40 FEET; THENCE, N87°52'16"W FOR A DISTANCE OF 379.74 FEET; THENCE, N27°10'29"W FOR A DISTANCE OF 346.36 FEET; THENCE, N08°25'05"W TO A POINT ON THE SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A DISTANCE OF 289.55 FEET; THENCE, ALONG SAID RIGHT-OF-WAY, S86°07'52"E FOR A DISTANCE OF 602.54 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 6.86 ACRES, MORE OR LESS.

2. SIZE (ACREAGE), IN ABOVE DESCRIBED TRACT TO BE SEPARATED:

6.86 ACRES, MORE OR LESS

3. LEGAL DESCRIPTION OF BALANCE OF LAND WHICH IS TO BE RESERVED

Remaining Accreted lands of Government Lot 1, Section 20-22-55

4. SIZE (ACREAGE), IN ABOVE DESCRIBED TRACT TO BE RESERVED:

77 Acres, More or less

5. INTENT (Must have one or more of the following: each should be specifically described):

(a) An existing farmstead site (describe previous use)

Seperate house for the existing AG land

Agricultural Estate Dwelling Site, then the applicant herein is required to have recorded for public record, at the direction of the City of Scottsbluff City Council, a "CERTIFICATE", which sets out the action taken by the Commission and Council (at the cost of the applicant). Furthermore, there shall be a clear understanding that as to the referenced legal description (paragraph 3, above), a request for an Agricultural Estate Dwelling Site shall be granted ONE TIME ONLY, so as to carry out the intent as expressed in Section 25-3-19.1 of the Scottsbluff Municipal Code Zoning Regulations. Furthermore, in the event that the Agricultural Estate Dwelling Site is no longer actually used for the purpose in existence upon giving of such approval, then it is understood that the approval granted by the City Council shall be automatically revoked.

Owner Name: Kyla CasseLMann Shuey Estate

Address: 180821 Hwy 4799

City/State: MITCHELL NE 69357

Telephone: 3086412940 =====

E-mail Address: jsfaskg@jsgmail.com

Signature: Julie Shuey Per Rep

Ag-Estate Address: 181015

City/State: SCOTTSBLUFF NE 69361

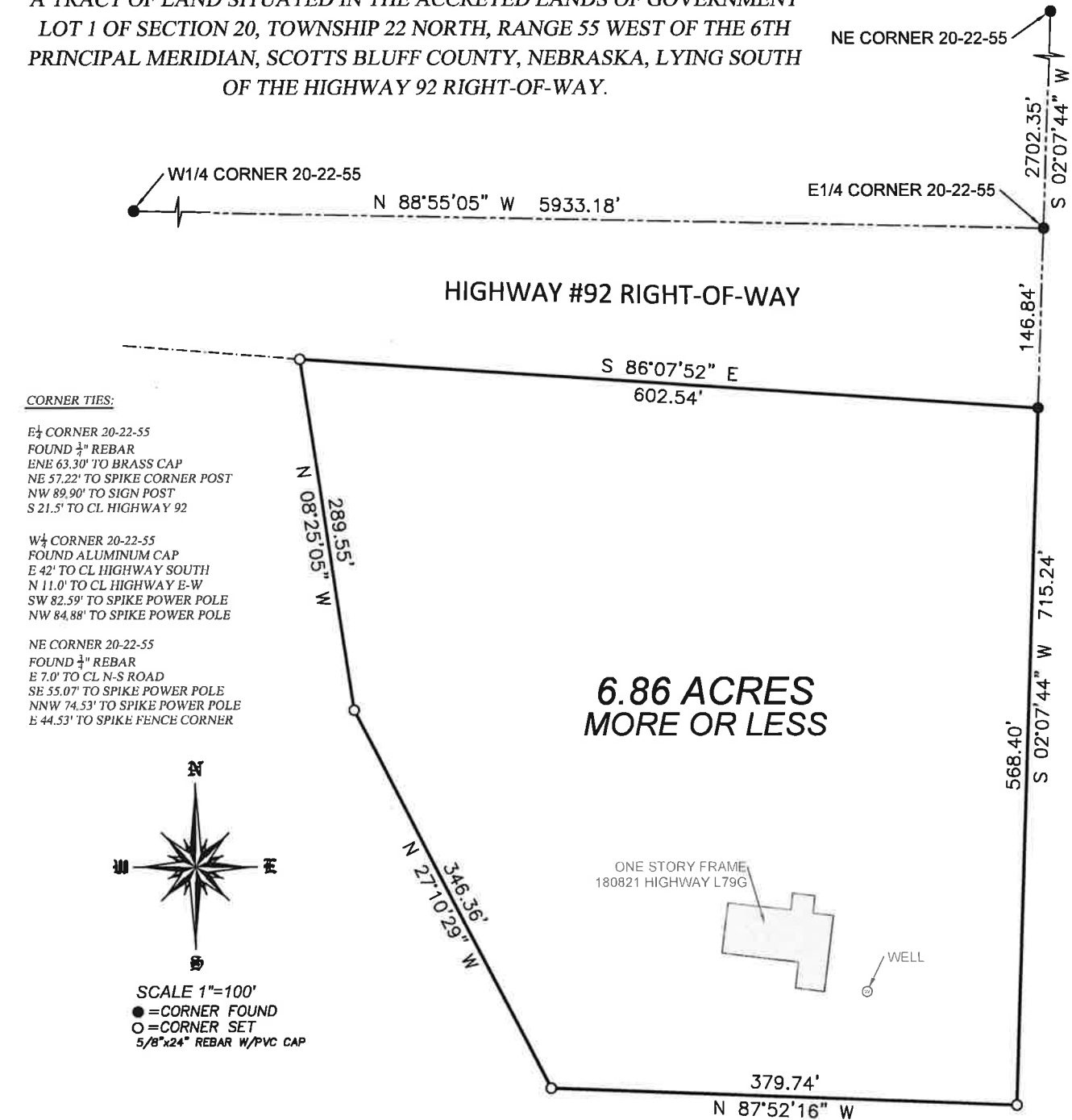
City of Scottsbluff
Development Services

RECEIVED: Date: _____

Receipt No. _____

RECORD OF AEDS SURVEY

A TRACT OF LAND SITUATED IN THE ACCRETED LANDS OF GOVERNMENT LOT 1 OF SECTION 20, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA, LYING SOUTH OF THE HIGHWAY 92 RIGHT-OF-WAY.



LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE ACCRETED LANDS OF GOVERNMENT LOT 1 OF SECTION 20, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA, LYING SOUTH OF THE HIGHWAY 92 RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE EAST QUARTER CORNER OF SAID SECTION 20; THENCE, ALONG THE TRUE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID SECTION, S02°07'44"W TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NEBRASKA HIGHWAY #92, BEING A DISTANCE OF 146.84 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID SOUTHERLY EXTENSION, S02°07'44"W FOR A DISTANCE OF 568.40 FEET; THENCE, N87°52'16"W FOR A DISTANCE OF 379.74 FEET; THENCE, N27°10'29"W FOR A DISTANCE OF 346.36 FEET; THENCE, N08°25'05"W TO A POINT ON THE SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A DISTANCE OF 289.55 FEET; THENCE, ALONG SAID RIGHT-OF-WAY, S86°07'52"E FOR A DISTANCE OF 602.54 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 6.86 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, SCOTT M. BOSSE, NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE TRACT OF LAND DESCRIBED IN THE LEGAL DESCRIPTION AND SHOWN ON THE ACCOMPANYING DRAWING; THAT THE ACCOMPANYING DRAWING IS A CORRECT DELINEATION OF SAID SURVEY DRAWN TO A SCALE OF 120 FEET TO THE INCH; THAT SAID SURVEY AND DRAWING WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE DISTANCES ARE GROUND DISTANCES GIVEN IN FEET AND DECIMALS OF A FOOT; AND THE MONUMENTS WERE FOUND OR SET AS INDICATED AND THE BOUNDARY IS DEPICTED BY A THICKENED SOLID LINE.

WITNESS MY HAND AND SEAL this 19th day of January, 2022.

Scott M. Bosse
NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603



SURVEYOR NOTES:

- 1) THIS TRACT MAYBE SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD OR APPARENT.
- 2) ONLY THE RECORD DOCUMENTS NOTED HEREON WERE PROVIDED TO OR DISCOVERED BY SURVEYOR. NO ABSTRACT, CURRENT TITLE COMMITMENT NOR OTHER RECORD TITLE DOCUMENTATION WAS PROVIDED FOR THIS SURVEY.

SHEET
1 OF 1

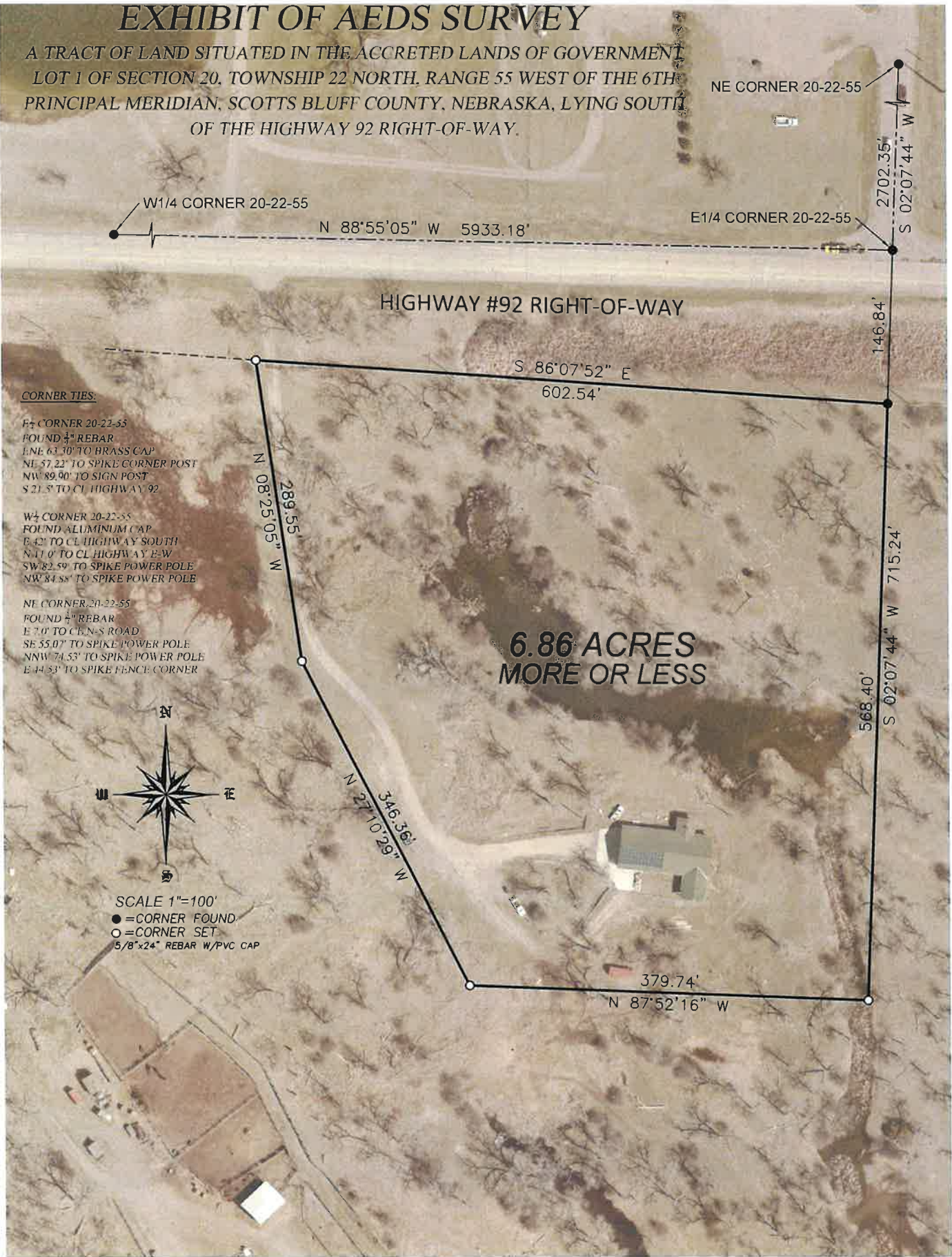
PROJECT:
SHUEY 20-22-55
KYLE CASSELMAN SHUEY ESTATE

ACCUSTAR SURVEYING

30601 COUNTY ROAD 17
PHONE: (308) 623-0197

MITCHELL, NE 69357
CELL: (308) 631-0737

Scale 1"=120'
Date: JANUARY 19, 2022
Dwn By: SMB



LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE ACCRETED LANDS OF GOVERNMENT LOT 1 OF SECTION 20, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA, LYING SOUTH OF THE HIGHWAY 92 RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE EAST QUARTER CORNER OF SAID SECTION 20; THENCE, ALONG THE TRUE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID SECTION, S02°07'44"W TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NEBRASKA HIGHWAY #92, BEING A DISTANCE OF 146.84 FEET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID SOUTHERLY EXTENSION, S02°07'44"W FOR A DISTANCE OF 568.40 FEET; THENCE, N87°52'16"W FOR A DISTANCE OF 379.74 FEET; THENCE, N27°10'29"W FOR A DISTANCE OF 346.36 FEET; THENCE, N08°25'05"W TO A POINT ON THE SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING A DISTANCE OF 289.55 FEET; THENCE, ALONG SAID RIGHT-OF-WAY, S86°07'52"E FOR A DISTANCE OF 602.54 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 6.86 ACRES, MORE OR LESS.

SHEET 1 OF 1	PROJECT:	ACCUSTAR SURVEYING	Scale 1"=120'
	SHUEY 20-22-55	30601 COUNTY ROAD 17	Date: JANUARY 19, 2022
	KYLA CASSELMAN SHUEY ESTATE	MITCHELL, NE 69357 PHONE: (308) 623-0197	CELL: (308) 631-0737
			Drawn By SJB

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: February 2, 2022 For Hearing of: February 14, 2022



I. GENERAL INFORMATION

- A. Applicant:** Julie Shuey
180821 Highway L79G
Scottsbluff, NE 69361
- B. Property**
Owner: Kyla Casselmann Shuey Estate
(same address as applicant)
- C. Proposal:** Request for Creation of an Agricultural Estate Dwelling Site at 181015 Highway L79G
- D. Legal Description:** A tract of land situated in the Accreted Lands of Government Lot 1 of Section 20, Township 22 North, Range 44 West of the 6th PM, Scotts Bluff County, Nebraska.
- E. Location:** 181015 Highway L79G
- F. Existing Zoning & Land Use:** A-Agricultural & Floodplain Overlay Zone
- G. Size of Site:** AEDS: Approximately 6.86 Acres
Agricultural/Vacant Land to be Reserved: Approximately 77 Acres

II. BACKGROUND INFORMATION

A. General Neighborhood/Area Land Uses and Zoning:

Direction From Subject Site	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Rural	A -Agricultural	Riverview Golf Course
East	Rural	A -Agricultural	Farm Ground
South	Rural	A -Agricultural	Farm and Natural
West	Rural	A -Agricultural	Farm and Natural

B. Relevant Case History

1. N/A

III. ANALYSIS

- A. Comprehensive Plan:** The Future Land Use Map of the Comprehensive Plan currently shows the site as Rural.
- B. Traffic & Access:**
1. Current access to site is from frontage to Highway L79G also referred to as Highway 92

2. The proposed AEDS will have a width of 602.54 feet along County Road 22. The minimum required under 25-3-19 is 150 feet.

C. Utilities:

1. The AEDS is located in the extra-territorial jurisdiction and is not served by city utilities.

IV. STAFF COMMENTS

- A. The total area of the reserved agricultural land is below the 80-acre requirement. Per 25-3-19.10d, the Planning Commission may permit the creation of an AEDS out of less than 80 acres of reserved land, in certain situations, in the event that the intent of AEDS is maintained.
- B. The majority of the reserved land meets the definition of “marginal usage” due to its location in the North Platte River floodplain and wooded nature.

V. FINDINGS OF FACT

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

1. The agricultural use and AEDS designation are consistent with the Comprehensive Plan Future Land Use Map.
2. The AEDS designation will not create any nonconforming yards or structures.
3. The reserved area is less than the required 80 acres, however the intent of the AEDS subsection is maintained.

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

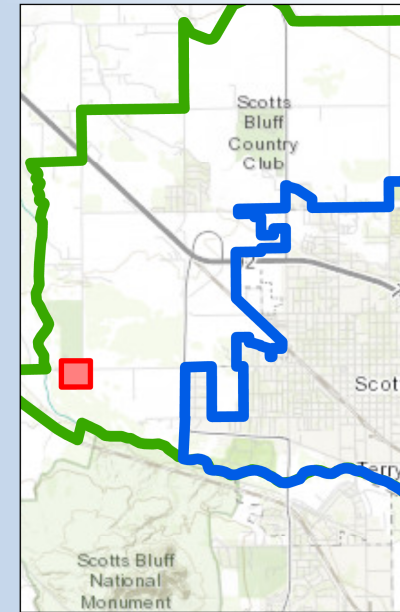
1. The reserved agricultural land does not meet the 80 acres minimum requirement.

VI. STAFF RECOMMENDATION

- A. Staff recommends the Planning Commission make a positive recommendation to City Council to approve the Agricultural Estate Dwelling designation of a tract of land situated in the Accreted Lands of Government Lot 1 of Section 20, Township 22 North, Range 44 West of the 6th PM, Scotts Bluff County, Nebraska.

VII. PUBLIC NOTIFICATION

- A. Notification letters were mailed to property owners within 300 feet of the proposed AEDS. Ten (3) letters were mailed in total. One sign was posted on the property more than 10 days before the date of the meeting indicated the date, time, and place of the public hearing.



Proposed Changes

Street Centerlines

CLASS

- Highway
- Main Road
- Residential/Rural

Taylor Stephens
City of Scottsbluff GIS
Created on January 28th, 2022
Coordinate System:
NAD 1983 State Plane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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



Proposed Changes

2016 Comp. Plan Land Use

- Automobile Commercial
- Avenue B and Hospital Campus
- Central Business District
- East Overland
- Highway 26 Commercial
- Northwest Commercial
- Residential
- Rural
- Rural Residential
- Southeast Industrial and Commercial
- South Broadway
- WNCC and Surrounding Area

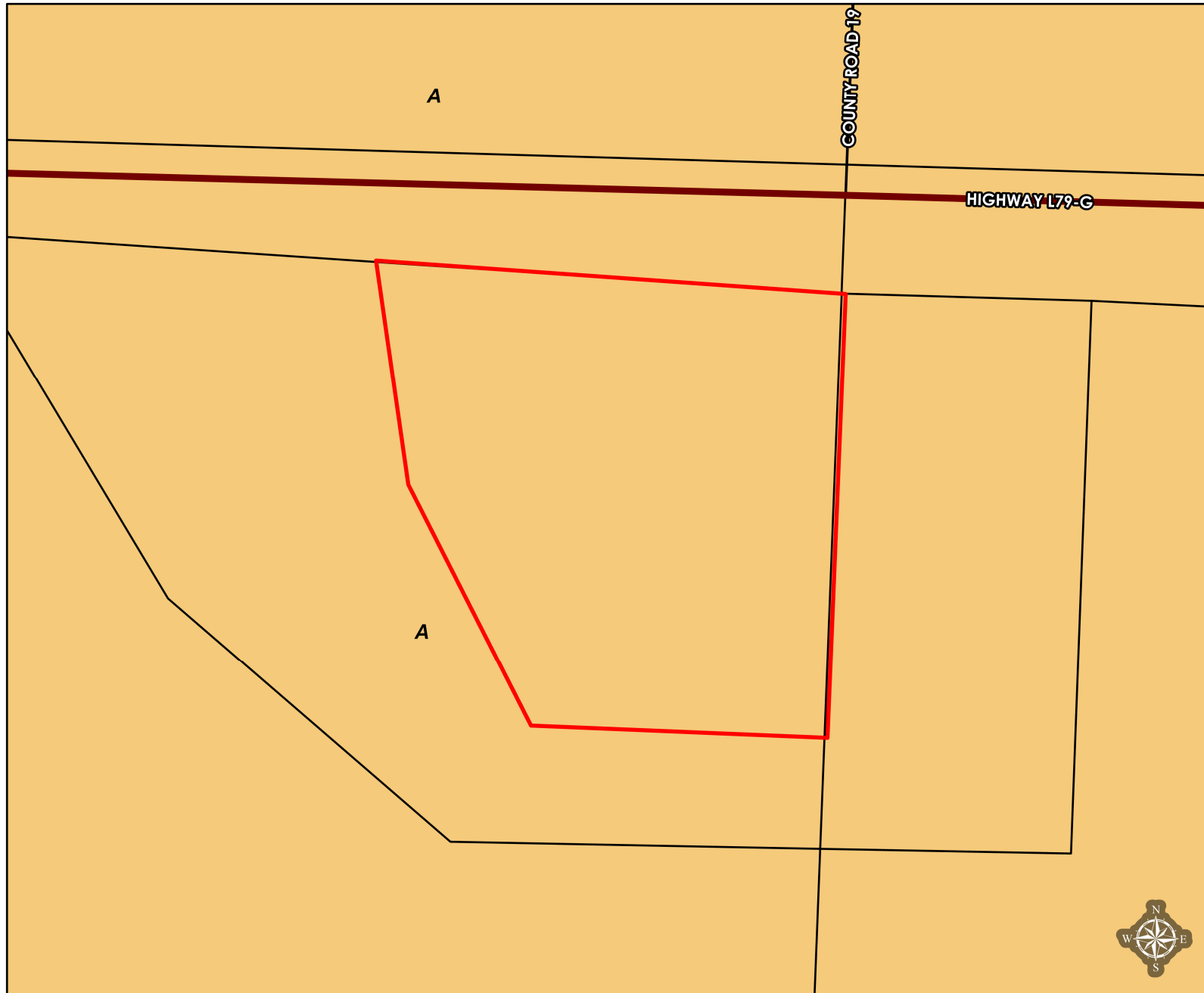
Street Centerlines

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Proposed Changes

Parcel Boundaries

Zoning

- A
- AR
- C-1
- C-2
- C-3
- M-1
- M-2
- O&P
- PBC
- R-1
- R-1A
- R-1B
- R-4
- R-6
- GEODATA.GISMGR.Corporate_Limits
- GEODATA.GISMGR.Extended_Jurisdiction

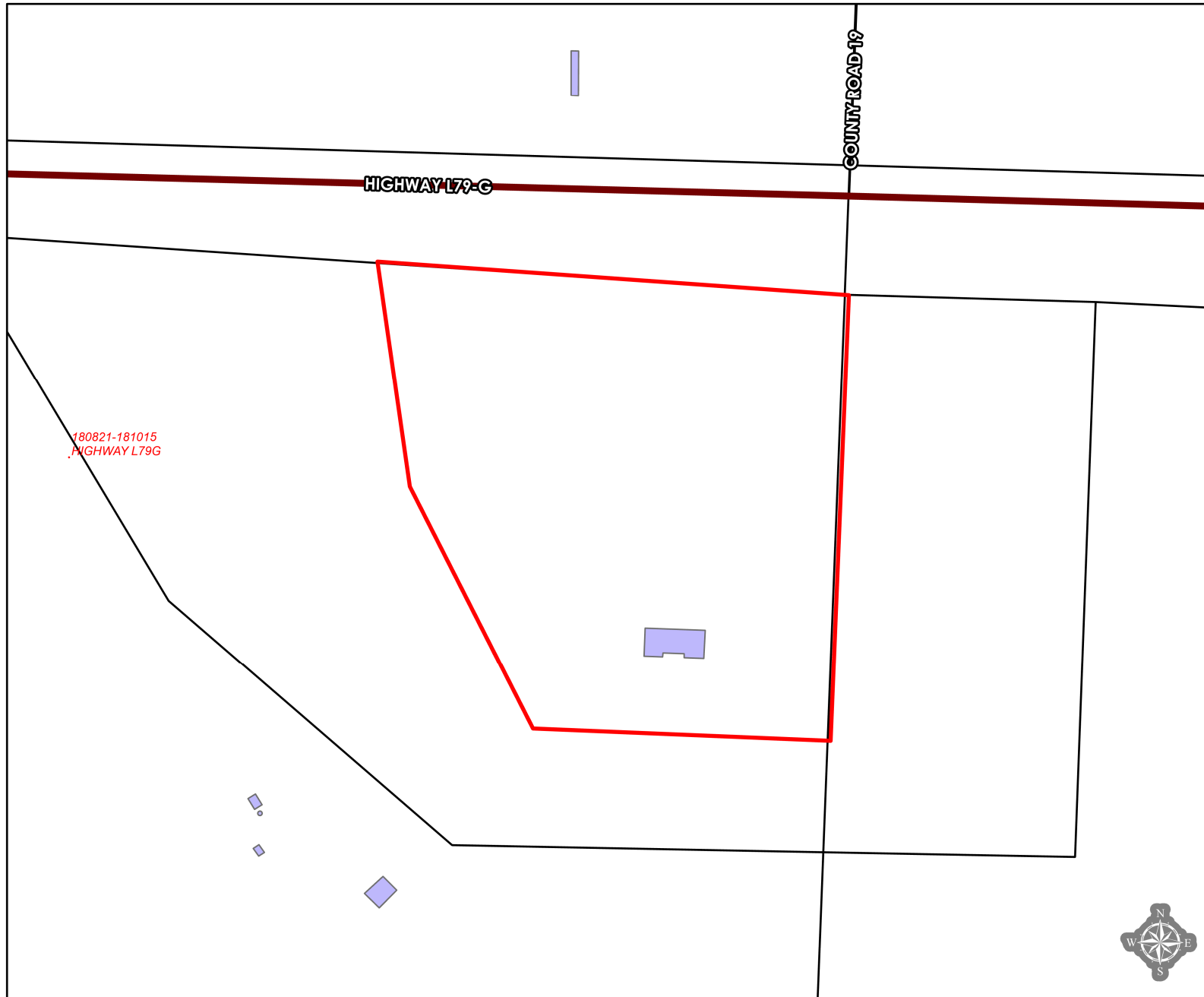
Street Centerlines

CLASS

- Highway
- Main Road
- Residential/Rural

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Proposed Changes

Building

Parcel Boundaries

Street Centerlines

CLASS

Highway

Main Road

Residential/Rural

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 Proposed Changes

Street Centerlines

CLASS

- Highway
- Main Road
- Residential/Rural
- Fire Hydrants
- Water Curbstop
- Water Valve
- Water Manhole
- Water Lines
- Verified_Manhole
- Wastewater Lines
- Outfall
- Stormwater Inlet
- Stormwater Manhole
- Stormwater Arc
- Easement

Taylor Stephens
City of Scottsbluff GIS
Created on January 28th, 2022
Coordinate System:
NAD 1983 State Plane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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For Recording Only
RET: Development Services, City of Scottsbluff

CERTIFICATE

This certificate should be indexed and recorded against the real estate described in Paragraph 2 and 3 below.

The following action was taken by the Scottsbluff City Planning Commission, and the Scottsbluff City Council.

TO-WIT:

1. Kyla Casselmann Shuey Estate, Julie Shuey, Personal Representative has caused to be made an application to the City of Scottsbluff, Scotts Bluff County for an exception to Agriculture (A-ET) District Zoning, for an Agricultural Estate Dwelling Site subject to all provisions of Part 13. Ag. District, specifically 25-3-19.1-13, of the Zoning Regulations. The Planning Commission approved the same at their regular meeting on February 14, 2022 and the City Council accepted such recommendations by approving the same, as provided by law, at the meeting of the Scottsbluff City Council on March 7, 2022.
2. Legal description of the tract-site (AEDS), separated as an Agricultural Estate Dwelling Site is: A tract of land situated in the Accreted Lands of Government Lot 1, of Section 2020 Township 22 North, Range 55 West of the 6th Principal Meridian, Scotts Bluff County, Nebraska, lying South of the Highway 92 right-of-way, more particularly described as follows:
Referring to the East Quarter Corner of said Section 20; thence, along the true southerly extension of the East Line of said Section, S02°07'44"W to a point on the southerly right-of-way line of Nebraska Highway #92, being a distance of 146.84 feet, said point also being the true point of beginning; thence, continuing along said southerly extension, S02°07'44"W for a distance of 568.40 feet; thence, N87°52'16"W for a distance of 379.74 feet; thence, N27°10'29"W for a distance of 346.36 feet; thence, N08°25'05"W to a point on the said southerly right-of-way line, being a distance of 289.55 feet; thence, along said right-of-way, S86°07'52"E for a distance of 602.54 feet to the true point of beginning, containing an area of 6.86 acres more or less.
3. The legal description of the reserved real estate pursuant to Part 25-3-19: Remaining Accreted Lands of Government Lot 1, Section 20-22-55 containing an area of 77 acres more or less.

STATE OF NEBRASKA)
CITY OF SCOTTSBLUFF)
COUNTY OF SCOTTS BLUFF)

I, Jeanne McKerrigan the duly appointed, qualified, and acting Mayor for the City of Scottsbluff, County of Scotts Bluff, State of Nebraska, do hereby certify that the foregoing is a true and complete recitation of the action taken by the City Planning Commission, and City Council, as it relates to the subject therein described, as shown by the records and minutes of the referenced public bodies. IT WITNESS WHEREOF, I DO HERBY SET MY OFFICIAL HAND, THIS

_____ DAY OF _____, _____.

Mayor, City of Scottsbluff
Jeanne McKerrigan

STATE OF NEBRASKA)
CITY OF SCOTTSBLUFF)
COUNTY OF SCOTTS BLUFF)

On the date immediately above set out, before me, a Notary Public duly commissioned and qualified to act in Scottsbluff, Scotts Bluff County, personally came the referenced Mayor , to me known to be the identical person whose name is affixed to the foregoing certificate, and acknowledged the same to be his voluntary act and deed as such official.

Notary Public
(NOTARY SEAL & COMMISSION EXPIRES)

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Reports1

Council to discuss and consider action on the Gering Multipurpose Senior Center Support Agreement and authorize the Mayor to sign the Agreement.

Staff Contact: Kevin Spencer & Liz Loutzenhiser, Interim City Man

SUPPORT AGREEMENT

The City of Scottsbluff, Nebraska ("City") and the Gering Multipurpose Senior Center, a Nebraska non-profit corporation ("Senior Center") agree to provide support and services as set forth in this Support Agreement ("Agreement").

Recitals:

- A. Senior Center assists the City by providing facilities, programs and services designed to meet the needs of elderly persons in the Nebraska Panhandle ("services"), including for residents within the City; and
- B. The City had relied upon the Scottsbluff Senior Center to provide the services, however it is no longer operating; and
- C. The Senior Center has requested financial support from the City to continue its services; and
- D. The City has determined that as long as services are provided to its residents, there is no Scottsbluff senior Center in operation and the City maintains its current level of funding, it will support the Senior Center as the support would benefit residents in the City; and
- E. An agreement to provide support between the City and Senior Center is appropriate for both parties.

Agreement:

1. Term: The City will enter into this Agreement in reliance upon its current level of funding and revenue and in the event such funding and revenue is reduced, the City may terminate this Agreement, upon written notice to Senior Center. All support by the City shall be addressed each fiscal year and shall be determined during the City's budgetary process. This Agreement shall be for a period of one year, effective October 1, 2021 to September 30, 2022. Either party may, with a 30-day notice, terminate this Agreement with or without cause.

2. Services Provided by Senior Center: Services provided by the Senior Center include: providing facilities, programs and services designed to meet the needs of elderly persons.

3. Use of Support Funds by Senior Center: Provided the City makes funding available, all funds received by Senior Center from the City pursuant to this Agreement must be used for the continuation of services to the City and areas of the Nebraska Panhandle. Senior Center shall report to the City Manager of the City on a regular basis regarding its services.

4. Reporting. As a way of insuring the City's support funds will be used in compliance with this Agreement, a representative of the Senior Center will report to the City Manager on a monthly basis the per day attendance, monthly attendance, per day in person lunches and monthly in person lunches, on the attached spread sheet, marked as Exhibit "A" and incorporated by the reference. The report shall include the number of City residents and be provided to the City Manager by the 10th day of each month during the term of this Agreement.

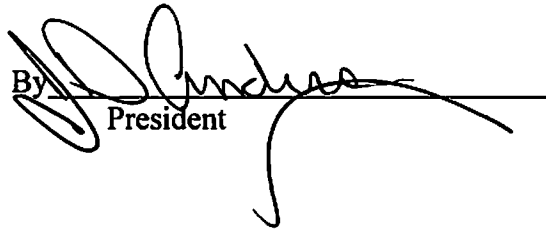
5. Early Termination: Upon early termination, the City's support to the Senior Center shall be prorated, using a daily basis.

6. Total Support Payment to Senior Center: Provided the City has funding available, the City by this Agreement shall contribute a monthly amount of money to support the senior Center equal to \$1,000.00. These funds shall be used to provide services for the City's residents as provided in paragraph 2 above.

CITY OF SCOTTSBLUFF, NEBRASKA

GERING MULTIPURPOSE SENIOR CENTER,
A Nebraska non-profit corporation

By _____
Mayor

By  _____
President

By _____
City Clerk

Dated: _____

Dated: 2-25-22

Gering Multipurpose Senior Center Activities

Daily - Puzzles

Every Sunday – Dominoes, Cards, 1-4 p.m.

2nd Sunday – Potluck 12:30 p.m.

Tuesday – Dominoes 12:30-3:00 p.m.

1st & 3rd Tuesday – Cards 12:30-3:00 p.m.

2nd Tuesday – Monthly Council

Wednesday – Dominoes 12:30-3:00 p.m.

Thursday – Bingo 12:00 p.m. , Hard of Hearing Support Group 7:00 p.m.

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Reports2

Council to discuss and consider action on the Agreement with Brian and Lori Lore to be campground host and manager at Riverside Park, 1600 South Beltline Highway West, Scottsbluff, NE and authorize the Mayor to sign the Agreement.

Staff Contact: Rick Deeds, Park Superintendent

AGREEMENT

This Agreement is made on April __, 2022, between the City of Scottsbluff, Nebraska (the "City") and Brian Lore and Lori Lore, husband and wife, (the "Manager").

Recitals:

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

Agreement:

1. Manager Responsibilities:

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

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

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

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

2. Term:

This Agreement shall be effective as of May 1, 2022 and shall continue until October 1, 2022 (the "Term"). The City may, however, terminate this Agreement immediately in the event that the Manager:

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

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

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

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

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

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

3. Compensation:

As consideration for the services to be provided under this Agreement, Manager shall be paid \$ 1,200.00 per month. Except for the last month, this amount shall be payable on or before the 15th day of the month after which services are rendered and shall be prorated for partial months based on a thirty (30) day month. For the last month, payment will be made after October 1st or the end of the Term.

4. Living Quarters:

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

responsibilities in a timely manner. Absences in excess of one day, however, must be approved in advance by the Supervisor and the Manager shall be responsible for providing coverage during the Manager's absence. During any absence, the Manager must designate an agent to undertake the Manager's responsibilities. The Manager must advise the Supervisor of the names and contact information of the agent as well as the time they will be at the Campground.

5. Independent Contractor Status:

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

6. Miscellaneous:

- a. In the event that the Manager has any agents or employees which are required to be covered by Workmen's Compensation Insurance, the Manager shall obtain appropriate insurance and provide proof of insurance to the City. In addition Manager agrees to carry public liability insurance in an amount of not less than \$500,000.00 per occurrence with the insurance showing the City as an additional insured. The Manager agrees to provide a certificate of insurance to the City.
- b. This Agreement is and shall be personal to the Manager and may not be assigned by the Manager.
- c. This Agreement is the entire agreement of the parties concerning its subject matter, and may not be changed or amended except in writing.
- d. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.
- e. This Agreement will be construed and enforced according to the laws of Nebraska.
- f. The City's waiver of a breach of any provision of this Agreement shall not be construed to be a waiver of any subsequent breach.
- g. This Agreement is binding upon the parties and their respective successors.
- h. The provisions of this Agreement are severable. The invalidity of any provision shall not affect the validity of any other provision.

[SIGNATURE PAGE WILL FOLLOW]

City of Scottsbluff, Nebraska

By: _____
Mayor

Attest:

City Clerk



Brian Lore



Lori Lore

City of Scottsbluff, Nebraska

Monday, March 7, 2022

Regular Meeting

Item Reports3

Council to consider and review Option Agreement with Site Exploration for proposed Municipal Aquatics Facility and authorize the Mayor to sign the Agreement.

Staff Contact: Kevin Spencer & Liz Loutzenhiser, Interim City Man

SITE EXPLORATION AGREEMENT AND OPTION TO PURCHASE

This Site Exploration Agreement and Option to Purchase (“Agreement”) is made and entered into this ____ day of _____, 2022, by and between the City of Scottsbluff, Nebraska, a municipal corporation (hereinafter “City”) and Smith Land Company, LLC, a Nebraska limited liability company (herein after “Landowner”). The term “Parties” as used herein refers to the City and the Landowner collectively.

WITNESSETH:

WHEREAS, City desires to enter onto the Property, described below, owned by Landowner, for the purposes of evaluating said Property for a municipal aquatics center the City (“desired use”); and

WHEREAS, if City concludes that the Property meets or exceeds the standards for a municipal aquatics center and is suitable for such use, City desires an option to purchase the described Property to locate a new municipal aquatics center thereon; and

WHEREAS, Landowner desires to enter into this Agreement and allow City to take such actions as more specifically described below to evaluate the Property for the desired use, and the Landowner desires to sell the Property described below for City’s desired use; and

NOW THEREFORE, in consideration of the above and mutual covenants and agreements contained herein, it is hereby agreed by and between the Parties as follows:

ARTICLE 1 The Property

The Property subject to this Agreement is described as follows:

Lot 1, Block 2, WEBBER MANOR FOURTH SUBDIVISION to the City of Scottsbluff, Scotts Bluff County, Nebraska, situated in the SE¼of Section 14, Township 22 North, Range 55 West of the 6th P.M., Scottsbluff County, Nebraska,
containing approximately 7.054 acres, more or less. (“Property”)

ARTICLE 2 Access to the Property and Activities on the Property

Landowner agrees that City, its staff, representatives, employees, designees, and contractors shall have full and unrestricted access to the Property for a period of one (1) year, beginning the date this Agreement is entered, to: (A.) conduct environmental investigations that may include drilling and constructing ground water monitoring wells and soil borings; (B.) Conduct surveys to create a topographic site survey conducted by a Nebraska licensed surveyor which may utilize an unmanned aerial vehicle (“UAV”) if appropriate; (C.) Conduct a cultural resource survey to determine areas of historical significance; and (D.) Conduct a threatened and

endangered species (“T&E”) survey, including both flora and fauna, and mapping of critical habitat and vegetation types if necessary. Limited ATV use is allowed on the Property to complete the stated purposes.

ARTICLE 3

Option to Purchase

Landowner agrees and acknowledges that City shall have a sole and exclusive option and right to purchase the entire Property to accomplish its desired use. This option may be exercised at any time prior to the expiration of the one (1) year period after the date of this Agreement

ARTICLE 4

Compensation

4.1 **Compensation and Purchase Price.** City agrees to pay Landowner \$5,000.00 to enter the Property and conduct and complete its evaluations to determine the suitability of the Property for the desired use. Payment to enter and access to the Property and conduct the evaluations has been made and is hereby acknowledged. Should the Property prove suitable for the desired use and appraise at or above the Purchase price, as defined below, the City may exercise the option to purchase provision of this Agreement (Article 3). Should the City decide to exercise the option to purchase, City shall pay \$500,000.00 as the purchase price for the Property (“Purchase Price”). The \$5,000.00 to enter and access the Property shall be credited to the Purchase Price. The remaining payment of the Purchase Price for the Property under the option to purchase shall be made at closing in cash or its equivalent.

4.2 **Conditional on Removal of Restrictive Covenants.** The Landowner acknowledges there are currently Restrictive Covenants on the Property that would prevent the City from its desired use. If the Landowner is unable to remove the Restrictive Covenants from the Property within the one (1) year option period, then the City may cancel this Agreement by giving written notice to the Landowner and the Landowner agrees to refund the \$5,000.00 paid by the City for the option to purchase within thirty (30) days of the written notice.

ARTICLE 5

Title, Conveyance, Insurance, and Closing Costs

If City decides to exercise its option to purchase, the conveyance of title by Landowner shall be by Warranty Deed to City. The Warranty Deed shall include satisfactory representations and warranties of marketable title. City shall initiate the request for title insurance. The costs of title insurance shall be paid by City. If there are title defects, City may either (a) if defects cannot be cured by designated closing date, cancel this Agreement by giving written notice to the Landowner; (b) accept title as is, or (c) if defects are such that they can be remedied within a reasonable time, permit Landowner time to cure defects at Landowner’s expense.

The recording fees shall be the responsibility of City and the documentary stamp tax for the filing shall be the responsibility of Landowner.

ARTICLE 6

Taxes

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

ARTICLE 7

Closing Date

The Closing Date of the sale shall be such date as mutually agreed between City and Landowner, but shall be within 30 days of the date the Landowner is sent written notification of the City's decision to exercise the option to purchase.

ARTICLE 8

Miscellaneous

8.1 **Interpretation.** The terms and conditions hereof represent the results of bargaining and negotiations between the Parties, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and conditions shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties expressly waive and disclaim, in connection with interpretation and construction of this Agreement, any rule of law or procedure requiring otherwise, specifically including, but not limited to, any rule of law to the effect that ambiguous or conflicting terms or conditions contained in this Agreement shall be interpreted or construed against the drafting party.

8.2 **Governing Law.** This Agreement shall be deemed to have been made and executed in the State of Nebraska and the validity, construction, interpretation, effect and its enforcement shall be governed by the laws of the State of Nebraska.

8.3 **Severability.** The various terms, provisions, and covenants contained in this Agreement shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder.

8.4 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall in such event be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept signatures transmitted by facsimile except on documents to be made a part of the public record.

8.5 **Assignment.** This Agreement shall not be assigned by City without the written consent of Landowner and any attempted assignment without such consent shall be void.

8.6 **Captions.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

8.7 **Survival.** Subject to all of the terms, covenants, conditions, representations, warranties, indemnities and agreements contained in this Agreement shall survive and continue in force and effect and shall be enforceable for a period of twelve (12) months after the closing.

8.8 **Entire Agreement and Amendments.** This Agreement and other documents delivered pursuant to its provisions, set forth the entire agreement between Landowner and City with respect to the transactions contemplated or related thereto, superseding in all respects any and all prior oral or written agreements or understandings relating thereto. This Agreement shall be amended or modified only by a written instrument signed by both Landowner and City.

IN WITNESS WHEREOF, Landowner and City have caused this Agreement to be executed by duly authorized representatives as of the date first set forth above.

CITY OF SCOTTSBLUFF, A
NEBRASKA MUNICIPAL
CORPORATION

SMITH LAND COMPANY, LLC,
A NEBRASKA LIMITED LIABILITY
COMPANY, LANDOWNER

By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____