

# **City of Scottsbluff, Nebraska**

**Monday, June 6, 2016**

**Regular Meeting**

## **Item Reports2**

**Council to consider an offer to purchase city owned property located at the corner of 17th St. and 1st Ave. from Valley Bank and Trust.**

**Staff Contact: Nathan Johnson, City Manager**

May 13, 2016

Nathan Johnson, City Manager  
City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

Re: Offer to Purchase Real Estate – 17<sup>th</sup> St. & 1<sup>st</sup> Ave.

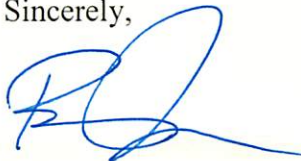
Dear Nathan,

You recently met with Don Kinley, EVP & CFO of Valley Bank & Trust Co., regarding our interest in purchasing City owned property currently being used as a parking lot, located at the corner of 17<sup>th</sup> St. and 1<sup>st</sup> Ave.

Enclosed is an Offer to Purchase Real Estate regarding the property, signed by our Chairman Craig Okers. Please review and get back to either Don or myself. You can reach Don at 436-2300 or me at 632-3989.

Please let me know if you have any questions.

Sincerely,



Brian Judy  
Trust Officer/In-House Counsel  
Valley Bank & Trust Co.

1425 10th Street  
P.O. Box 538  
Gering, NE 69341  
308-436-2300

1940 10th Street  
P.O. Box 538  
Gering, NE 69341  
308-436-6043

1701 First Avenue  
P.O. Box 1996  
Scottsbluff, NE 69363-1996  
308-632-7500

502 South Broadway  
P.O. Box 1996  
Scottsbluff, NE 69363-1996  
308-633-5200

302 Main Street  
P.O. Box 627  
Bayard, NE 69334  
308-586-1711

235 Central Avenue  
P.O. Box 884  
Grant, NE 69140-0884  
308-352-4353

605 East 1st Street  
P.O. Box 118  
Ogallala, NE 69153-0118  
308-284-6260

202 North Tecumseh  
P.O. Box 219  
Wauneta, NE 69045-0219  
308-394-5720

**OFFER TO PURCHASE REAL ESTATE**

THIS OFFER TO PURCHASE REAL ESTATE ("Offer") is made by Valley Bank & Trust Co. ("Buyer"), 1701 1<sup>st</sup> Avenue, Scottsbluff, Nebraska, 69361, to the City of Scottsbluff ("Seller"), 2525 Circle Avenue, Scottsbluff, Nebraska, 69361.

Buyer wishes to submit an offer to purchase the following described real estate from Seller, subject to the terms and conditions stated herein.

The legal description of the property is:

Lot 4, EXCEPT the N 4", Lot 5-6, Block 1, Original Town Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska.

The property is currently being used by Seller as a Municipal Parking Lot, as designated by Scottsbluff Municipal Code 22-6-40.

The gross purchase price shall be \$5,000.00 (Five Thousand and no/100 dollars), to be paid at closing.

Buyer's obligation to purchase the property is contingent upon the following conditions:

1. Seller provides evidence that the property has been zoned appropriately for the uses and purposes which Buyer intends to make use of the property;
2. Seller obtains any necessary approval from its Council or other governing body, as required by law;
3. Seller updates its Municipal Code to reflect it no longer owns the property and the property will no longer be used as a Municipal Parking Lot; and,
4. Seller consents to Buyer using the property to access its drive-thru teller lanes, which would require vehicles to cross the alley directly east of the property.

The closing date shall be on or be prior to June 10, 2016, or at such other time agreed by the Parties, at which point Buyer will take possession of the property.

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Buyer may, at its expense, obtain a current survey of the property. Should the survey indicate encroachments, then Seller shall remedy the same within 60 days. Should Seller fail to clear such encroachments, then Buyer shall have the option of closing or rescinding this contract.

All taxes for the current year shall be prorated between the Parties as of the date of closing.

Buyer and Seller agree to share all costs and expenses associated with closing, including recording fees, document preparation fees, title company fees, etc. in equal amounts.

This agreement shall extend to and is binding upon the heirs, administrators, successors and assigns of the respective parties hereto.

Dated: 5/12/16

*Craig A. Diller, Chairman*  
Valley Bank & Trust Co., Buyer/Offeror

ACCEPTANCE OF OFFER

I hereby accept the offer set forth above.

Dated: \_\_\_\_\_

\_\_\_\_\_  
City of Scottsbluff, Seller/Offeree

Asbestos removal has begun and almost complete, the two building were purchased approximately a year ago and the board would like to move forward with the Plaza plans. With the demolition of the buildings we will have a blank canvas to begin our phases. Possible timeline would be to have the demolition done this summer with seeding and plantings done in the fall. This way we would have grass in place for the Farmer's Market next June. The proposed grant is due on July 1<sup>st</sup> which would allow us to start the landscaping sometime in September of this year.

The Board discussed several options on what to recommend to Council to move forward with the Downtown Plaza. They would like to have City Council budget money for future improvements of the Plaza possibly the public restrooms which has been something needed downtown for years. The BID could pay for the demolition costs and the match for the landscaping grant, if the Council will invest in public restrooms by including funds to budget the downtown public restrooms.

Other discussion was fund raising for future phases of the Plaza including fountains, and other hardscape items. Blomenkamp will check with the Oregon Trail Foundation about starting a fund for the downtown plaza where individuals could raise funds and donate to them for the Plaza.

The Board would like to thank the City Council for buying the two buildings and working with the BID with getting public input with the open house that was held at the Midwest Theater, the open house gave us ideas on what the public wants to see implemented in the Downtown Plaza. Phase II of the project will include some of these hardscape plans voted on at the open house.

**Conclusion:** A motion was made by Franklin and seconded by Schneider to make a positive recommendation to City Council for the demolition of the two buildings on 18<sup>th</sup> Street for the bid of \$28,084 by Paul Reed Construction paid from the BID budget along with the \$25,000 match for the landscape grant, and request that Council invest in public restrooms and other future improvements. "YEAS": Wayman, Hessler, Schneider, Franklin, and Blomenkamp. "NAYS": None. ABSTAIN: None. ABSENT: Schluter, Rodgers, Kembel, and Dillman. Motion Carried.

**Other Business:** At a previous meeting the Board discussed selling parking lot # 2 which is located on the NW corner of 2nd Avenue and 17th Street. The City has received an offer of \$5,000 for the parking lot. The BID board members discussed different options for this parking lot, the lot is comprised of three individual lots and would appraise for a lot more than the \$5,000 offered, they would prefer to have Parking lot # 2 be sold publicly with the funds returned to the BID to be used for future phases of the Plaza and parking lot improvements.

**Conclusion:** A motion was made by Wayman and seconded by Hessler to decline the offer of \$5,000 and offer the property for public sale with the funds going back to the BID budget for future improvements in the Business Improvement District. "YEAS": Wayman, Hessler, Schneider, Franklin, and Blomenkamp. "NAYS": None. ABSTAIN: None. ABSENT: Schluter, Rodgers, Kembel, and Dillman. Motion Carried.

**Item 8: Unfinished Business:** None.

The meeting was adjourned at 9:10 a.m. Next meeting is scheduled for June 15, 2016.

\_\_\_\_\_  
Chairman, Neal Blomenkamp

\_\_\_\_\_  
Attest: