

# **City of Scottsbluff, Nebraska**

**Monday, September 16, 2019**

**Regular Meeting**

## **Item Public Inp6**

**Council to discuss and consider action on Purchase Agreements for sale of Parking Lots.**

**Staff Contact: City Council**

## BUSINESS IMPROVEMENT DISTRICT BOARD

### Regular Meeting

May 15, 2019

The Scottsbluff Improvement District Board had a meeting on Wednesday, May 15, 2019 at 8:00am at the City Hall Council Chambers, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published on May 10, 2019 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 Business Improvement Board meeting should contact Development Services Department, and that an agenda of the meeting kept continually current was available for public inspection at the Development Services department office; provided, the Business Improvement Board 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 has been delivered to each Business Improvement Board member. An agenda kept continually current was available for public inspection at the office of Development Services Department at all times from publication to the time of the meeting.

Item 1: Board Chairman Neal Blomenkamp opened the meeting at 8:09 am.

Item 2: Board Chairman Blomenkamp notified all interested parties that there is a copy of the Nebraska Open Meetings Act posted on the bulletin board on the south wall of Council Chambers.

Item 3: Roll Call. Members present: Melissa Schneider, Tami Reichert, Neal Blomenkamp, and Beckie Rodgers. Members absent: Donna Hessler, Roger Franklin, Rick Wayman, and Angela Kembel. City staff present: Sheila Hort, Development Services, and Jordan Diedrich, Deputy Director of Public Works, Starr Lehl, Economic Development Director, Rick Deeds, Park Supervisor, and Leann Sato, Stormwater Specialist.

Item 4: No change in agenda

Item 5: Guests: Katie Bradshaw and Billy Estes, Midwest Theater

Item 6: Motion to approve the minutes of the December 19, 2018 meeting was made by Schneider, second by Reichert. Motion approved.

Item 7: New Business

- A) Katie Bradshaw and Billy Estes presented their plan to install an ADA ramp curbside in front of the Midwest Theater. (See attachment) They asked for the cities assistance in relocating the bike rack. They will be removing the pavers in front of the theater. They would like to designate two ADA parking spaces in front of the theater for use during special events. These spaces would be marked with a removable sign that would allow for normal parking any other time.

The Midwest would be responsible for putting up and taking down the sign. Jordan advised them the city would paint the areas blue if they wanted. The board agreed that they're plan looked good. The Midwest will submit an updated drawing to Jordan before they start work. They also brought to the board attention the curb nearest the bulb out is painted red. This area would allow for another parking space. Jordan advised that when the bulb outs were constructed the curbs were uniformly painted red whether they had a fire hydrant or not. The city can evaluate where these areas are and will consider removing the red paint where it is not needed.

Tami suggested two handicapped parking spaces be designated in front of the plaza.

- B) Jordan reviewed the upcoming budget. The BID currently has \$277,000 with \$100,000 in contingency. Neal suggested lowering the contingency to \$50,000. Jordan said that finance director Liz Hillyard was ok with that, but it would need to go to city council for approval. Jordan will send a copy of the budget to the BID board. Lowering the contingency will be voted on at the next meeting.
- C) Jordan advised he had found an old map which depicted the BID's jurisdiction. The parking lot located at 2<sup>nd</sup> Ave. and E. 17<sup>th</sup> St. is not in this area. The parking lot is in need of repair. Although the parking lot is not in the BID's jurisdiction, a motion was made by Schneider to recommend to city council that they sell the property. 2<sup>nd</sup> by Reichert. All were in favor.

Leann suggested looking into permeable pavers or drive-on sod being installed in the plaza for more parking. She thought storm water grants might be available for this type of project.

Neal informed the board that the Emporium, located at 1818 1<sup>st</sup> Ave. is for sale. This and the property to the south of it could be purchased and demoed for parking. The property to the south has a metal building that could house restrooms for the plaza.

- D) City staff will research what it would take to purchase the property located at Ave A and W. 19<sup>th</sup> St., demo the existing structures, and create a parking lot. This property currently has an apartment building and a house to the east of the apartment. The property is in bad shape, but not to the point it can be condemned. Staff will also figure out how many parking spaces would be gained in this 50ft x 140ft area. Parking is needed in this area due to the Tangled Tumbleweed and the Brewery.
- E) Starr informed the board that a committee will be organizing the Bands on Broadway. It will begin July 4<sup>th</sup> and will be every Thursday night from 6-9pm for 6 weeks. The plaza will be fenced off allowing a beer garden. They hope to have 3-4 food trucks. The first 3 weeks will have local bands, and then the following weeks will have regional bands. She would like to have a fireworks show on the night of July 4<sup>th</sup>. Band placement will be discussed at our next meeting.

Melissa thought the Farmers Market might be encouraged to be on Thursday nights. She said Angela is looking for a new manager for the Farmers Market.

Starr informed the Board of the Tour de Nebraska will be in Gering on Thursday June 20<sup>th</sup> and in Scottsbluff on Friday June 21<sup>st</sup>. They are expecting 420 participants. The plaza will be utilized for entertainment, food trucks, and the Brewery will be sponsoring a beer garden. Broadway will be blocked off between 17<sup>th</sup> & 19<sup>th</sup>.

- F) The city is implementing a Kids Bike zone in the plaza on the concrete ice skating pad. See attached instruction and obstacle course. Neal asked Starr to email the board information.
- G) Friday June 7<sup>th</sup> the Nebraska Statewide Arboretum will be in Scottsbluff. This coincides with Wildflower Week. Leann handed out the schedule for this event as well as Tee shirt order information. They will be handing out packets at lunch and she encouraged business owner to put items in the packets promoting their business. She also talked about Bloom boxes and how to order through [plantnebraska.org](http://plantnebraska.org).

Item 8: Unfinished Business: None

Item9: The meeting was adjourned at 9:30am

## AGREEMENT

This Agreement is made on August \_\_, 2019 between the City of Scottsbluff, Nebraska, a Municipal Corporation, (the "Seller") and Western States Bank, a Wyoming corporation, (the "Buyer").

### Recitals:

a. The Seller is the owner of the following described real estate along with all permanent improvements (the "Real Estate"):

Lots Five (5) and Six (6), Block One (1), ORIGINAL TOWN  
ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska.

b. The Seller desires to sell and the Buyer desires to purchase the Real Estate according to the terms of this Agreement.

### Agreement:

#### 1. Purchase Price:

The Purchase Price shall be \$20,000.00 payable at the time of the Closing in cash or cash equivalent.

#### 2. Closing and Possession:

Possession shall be delivered to the Buyer at the time of closing (the "Closing"). The Closing shall take place within thirty (30) days after the expiration of time for filing a remonstrance against the sale, but in no event shall the closing be later than November 30, 2019. At the Closing, the Seller shall deliver to the Buyer a Warranty Deed free and clear of all liens and encumbrances, excepting easements, restrictions, reservations, rights-of-way of record and subject to standard exceptions in the title insurance policy.

#### 3. Evidence of Title:

Prior to the Closing, the Seller shall furnish to the Buyer a title insurance commitment binder showing that the Seller has merchantable title to the Real Estate. The Seller shall have a reasonable time to correct any defects and, if necessary, the Closing shall be delayed accordingly. If it is impossible to perfect title or if defects exist which will require court

action or an unreasonable expense or time to cure, the Seller shall have the option to terminate this Agreement upon written notice to the Buyer.

**4. Taxes:**

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

**5. Risk of Loss:**

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

**6. Inspection and Disclosures:**

The Buyer has personally inspected the Real Estate and is entering into this Agreement based on that inspection and not on any representations or warranties, express or implied, made by the Seller. The Buyer is purchasing the Real Estate AAS IS@.

**7. Conditional Agreement:**

This Agreement and the Closing are conditional upon the Scottsbluff City Council approving the sale and no remonstrance against the sale being filed. If the Scottsbluff City Council does not approve the sale or a valid remonstrance is filed, the Closing shall not take place and this Agreement shall become null and void. The Buyer acknowledges the Seller is required to pass an Ordinance, provide Notice and publish terms of this Agreement prior to the time the parties are able to close this Agreement.

**8. Seller's Representations:**

The Seller represents to the Buyer that to the best of the Seller's knowledge:

a. No sources of contamination exist on the Real Estate which would obligate the Buyer to clean up expenses under Federal or State environmental laws and regulation, and the Seller has received no notice of the existence of such contamination. In addition, the Seller has received no notice of any action or proposed action by governmental authorities

concerning contamination of the Real Estate. Buyer is entitled to obtain a Phase I inspection at its expense.

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

c. There is no actual or threatened, suit or claim resulting from any controversy which may adversely affect the Real Estate or its ownership.

d. There are no claims for construction liens or any unpaid amounts for labor or material which would give rise to construction liens.

**9. Expenses of Sale:**

The cost of the preparation of this Agreement shall be paid by Seller. Both parties shall equally divide the cost to prepare the Warranty Deed along with the cost of closing, including any fees by a closing agent, and the cost of any owner's title insurance coverage. The cost of the documentary stamp tax, if any, shall be paid by the Seller. Buyer shall pay the cost to record the Warranty Deed as well as all fees for its attorney, relator or other professional it has used in connection with its purchase.

**10. Default:**

Time is of the essence. If either party shall default in the performance of this Agreement, the other party shall have all legal remedies available to them.

**11. General Provisions:**

a. This Agreement shall not be assignable by either party.

b. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Agreement shall relieve any party of its obligations under this Agreement.

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

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

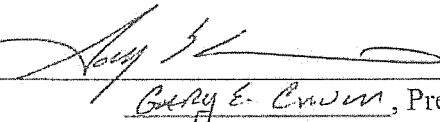
e. This Agreement shall be construed according to the laws of Nebraska.

f. This Agreement contains the entire agreement of the Parties. This Agreement may be amended only in writing signed by all parties.

CITY OF SCOTTSBLUFF, NEBRASKA  
a Municipal Corporation, Seller,

Western States Bank  
a Wyoming corporation, Buyer

By \_\_\_\_\_  
Mayor

By   
Gary E. Cronin, President

\_\_\_\_\_  
City Clerk

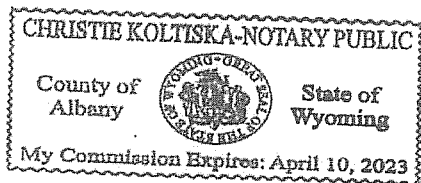
State of Nebraska, Scotts Bluff County:


This Agreement was acknowledged before me on August \_\_\_\_, 2019, by Raymond Gonzales, Mayor of the City of Scottsbluff, Nebraska, Seller.

\_\_\_\_\_  
Notary Public

State of Wyoming Albany County:

This Agreement was acknowledged before me on August 17<sup>th</sup>, 2019, by Gary E. Cronin, as President of Western States Bank, a Wyoming corporation, for and on behalf of the corporation, Buyer.



  
Notary Public

## **AGREEMENT**

This Agreement is made on August \_\_, 2019 between the City of Scottsbluff, Nebraska, a Municipal Corporation, (the "Seller") and Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO, a Nebraska professional corporation, (the "Buyer").

### **Recitals:**

a. The Seller is the owner of the following described real estate along with all permanent improvements (the "Real Estate"):

Lot Four (4), EXCEPT the North Four (4') feet, Block One (1),  
ORIGINAL TOWN ADDITION to the City of Scottsbluff,  
Scotts Bluff County, Nebraska.

b. The Seller desires to sell and the Buyer desires to purchase the Real Estate according to the terms of this Agreement.

### **Agreement:**

#### **1. Purchase Price:**

The Purchase Price shall be \$12,500.00 payable at the time of the Closing in cash or cash equivalent.

#### **2. Closing and Possession:**

Possession shall be delivered to the Buyer at the time of closing (the "Closing"). The Closing shall take place within thirty (30) days after the expiration of time for filing a remonstrance against the sale, but in no event shall the closing be later than November 30, 2019. At the Closing, the Seller shall deliver to the Buyer a Warranty Deed free and clear of all liens and encumbrances, excepting easements, restrictions, reservations, rights-of-way of record and subject to standard exceptions in the title insurance policy.

#### **3. Evidence of Title:**

Prior to the Closing, the Seller shall furnish to the Buyer a title insurance commitment binder showing that the Seller has merchantable title to the Real Estate. The Seller shall have a reasonable time to correct any defects and, if necessary, the Closing shall be delayed

accordingly. If it is impossible to perfect title or if defects exist which will require court action or an unreasonable expense or time to cure, the Seller shall have the option to terminate this Agreement upon written notice to the Buyer.

**4. Taxes:**

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

**5. Risk of Loss:**

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

**6. Inspection and Disclosures:**

The Buyer has personally inspected the Real Estate and is entering into this Agreement based on that inspection and not on any representations or warranties, express or implied, made by the Seller. The Buyer is purchasing the Real Estate "AS IS".

**7. Conditional Agreement:**

This Agreement and the Closing are conditional upon the Scottsbluff City Council approving the sale and no remonstrance against the sale being filed. If the Scottsbluff City Council does not approve the sale or a valid remonstrance is filed, the Closing shall not take place and this Agreement shall become null and void. The Buyer acknowledges the Seller is required to pass an Ordinance, provide Notice and publish terms of this Agreement prior to the time the parties are able to close this Agreement.

**8. Seller's Representations:**

The Seller represents to the Buyer that to the best of the Seller's knowledge:

a. No sources of contamination exist on the Real Estate which would obligate the Buyer to clean up expenses under Federal or State environmental laws and regulation, and the Seller has received no notice of the existence of such contamination. In addition, the

Seller has received no notice of any action or proposed action by governmental authorities concerning contamination of the Real Estate. Buyer is entitled to obtain a Phase I inspection at its expense.

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

c. There is no actual or threatened, suit or claim resulting from any controversy which may adversely affect the Real Estate or its ownership.

d. There are no claims for construction liens or any unpaid amounts for labor or material which would give rise to construction liens.

#### **9. Expenses of Sale:**

The cost of the preparation of this Agreement shall be paid by Seller. Both parties shall equally divide the cost to prepare the Warranty Deed along with the cost of closing, including any fees by a closing agent, and the cost of any owner's title insurance coverage. The cost of the documentary stamp tax, if any, shall be paid by the Seller. Buyer shall pay the cost to record the Warranty Deed as well as all fees for its attorney, relator or other professional it has used in connection with its purchase.

#### **10. Default:**

Time is of the essence. If either party shall default in the performance of this Agreement, the other party shall have all legal remedies available to them.

#### **11. General Provisions:**

a. This Agreement shall not be assignable by either party.

b. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Agreement shall relieve any party of its obligations under this Agreement.

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

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

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

f. This Agreement contains the entire agreement of the Parties. This Agreement may be amended only in writing signed by all parties.

CITY OF SCOTTSBLUFF, NEBRASKA  
a Municipal Corporation, Seller,

Chaloupka, Holyoke, Snyder, Chaloupka  
& Longoria, PC, LLO, a Nebraska  
professional corporation, Buyer

By \_\_\_\_\_  
Mayor

By [Signature]  
Vice \_\_\_\_\_, President

\_\_\_\_\_  
City Clerk

State of Nebraska, Scotts Bluff County:

This Agreement was acknowledged before me on August \_\_, 2019, by Raymond Gonzales, Mayor of the City of Scottsbluff, Nebraska, Seller.

\_\_\_\_\_  
Notary Public

State of Nebraska, Scotts Bluff County:

This Agreement was acknowledged before me on <sup>July</sup> August 31, 2019, by Thomas T. Holyoke, as President of Chaloupka, Holyoke, Snyder, Chaloupka & Longoria, PC, LLO a Nebraska professional corporation, for and on behalf of the corporation, Buyer.

