



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

**Regular Meeting
June 1, 2026
6:00 PM**

1. **Roll Call**
2. **Pledge of Allegiance**
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review**
4. **Notice of changes in the agenda by the city clerk** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. **Citizens with business not scheduled on the agenda** (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. **Closed Session**
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. **Consent Calendar (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)**
 - a) Council to approve the minutes of the May 18, 2026 Regular Meeting.
 - b) Council to set a public hearing for June 15, 2026 at 6:00 p.m. to consider a special assessment on Lot 2, Second Bluffs Addition, commonly identified as 2309 Avenue H, for the costs of removal of a hazardous tree.
 - c) Council to set a public hearing for June 15, 2026 at 6:00 p.m. to consider a Zoning Text Amendment to Chapter 25, Article 3 regarding permitted uses in the O-P Office and Professional District.
 - d) Council to set a public hearing for June 15, 2026 at 6:00 p.m. to consider a Rezone of the proposed Lots 1 and 2, Block 1, B&B Subdivision, commonly identified as a tract

of land northeast of the intersection of Avenue M and W. 27th Street.

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

8. **Petitions, Communications, Public Input**

- a) Council to be presented the Economic Development Certified Community (EDCC) Award, for the City of Scottsbluff, from Brittany Hardin with the Nebraska Department of Economic Development.
- b) Council to receive the annual report from Regional West Emergency Medical Services.
- c) Council to discuss and consider action on a Community Festival Permit for Western Nebraska Wrestling League and the Midwest Theater for the Mayhem at the Midwest Event on June 13, 2026 from 4:00-8:00 p.m. to include vendor and noise permits and the closing of Broadway between 17th and 18th Streets from 2:00-8:30 p.m.
- d) Council to discuss and consider action on a Community Festival Permit for GYMRAT Basketball, LLC for the Project 308 Hoopla Event on July 25, 2026 from 9:00 a.m. to 3:00 p.m. to include vendor and noise permits and the closing of Broadway between 17th and 19th Streets from 8:00 a.m.-4:00 p.m.
- e) Council to discuss and consider action on a Community Festival Permit for the Beef, Beans, & Bluegrass Festival on Sunday, August 23, 2026 from 9:00 a.m.- 3:00 p.m. to allow for food trucks to park by the curb along 1st Avenue. Permit also includes the closing of 29th Street from 7:00 a.m. to 4:00 p.m. for bounce house access.

9. **Resolution & Ordinances**

- a) Council to consider action on the first reading of the Ordinance to Annex Sanitary Improvement District No. 8, comprising of Blocks 1-15, Fairway Estates Subdivision, Scotts Bluff County, Nebraska, situated in Section 10, Township 22 North, Range 55 West of the 6th P.M.
- b) Council to consider action on the second reading of the Ordinance dealing with the number of apprentice plumbers that may assist master plumbers and journeyman plumbers.
- c) Council to consider action on the third reading of the Ordinance to Annex Two Tracts of Land situated in the Southwest Quarter of Section 18 and the Northwest Quarter of Section 19, Township 22 North, Range 54 West of the 6th P.M., commonly identified as 21st Avenue and County Road K Right-of-Way.
- d) Council to consider action on the third reading of the Ordinance to consider the Zoning Text Amendment to Chapter 25, Article 4 regarding Fences.
- e) Council to discuss and consider action on approving the Preliminary and Final Plats of Block 1, Cougar Park, and authorize the Mayor to sign the Resolution.

10. Reports from Staff, Boards & Commissions

- a) Council to discuss and consider action on an Economic Development Assistance Agreement with Scrunchies Market, LLC, a Wyoming limited liability company d/b/a High Plains Market, and authorize the City Manager to sign the Agreement.
- b) Council to discuss and consider action on the KENO funding request from CASA of Scotts Bluff County in the amount of \$10,000.
- c) Council to discuss and consider action on the Tri-City Stormwater 2026-2027 Media Contracts, and authorize the Mayor to sign the Contracts.
- d) Council to discuss and consider action on the Scottsbluff Senior and Aquatic Center Agency Interlocal Cooperation Agreement, and authorize the Mayor to sign the Agreement.
- e) Council to discuss and consider action on the Agreement with M.C. Schaff & Associates, Inc. for Preliminary Engineering Services for Paving District No. 315 located on 18th Avenue from the Highway 26 Frontage Road to 27th Street, and authorize the Mayor to sign the Agreement.
- f) Council to discuss and consider action on the Agreement with M.C. Schaff & Associates, Inc. for Preliminary Engineering Services for Sanitary Sewer District No. 168 located on 18th Avenue Between Winters Creek Canal and 27th Street, and authorize the Mayor to sign the Agreement.
- g) Council to discuss and consider action on the Agreement with M.C. Schaff and Associates for Preliminary Engineering Services for Water District No. 106 to serve lots located in the Triple Peaks Subdivision, and authorize the Mayor to sign the Agreement.

11. **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.

12. Adjournment

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 6.a

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

Staff Contact:

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 7.a

Council to approve the minutes of the May 18, 2026 Regular Meeting.

Staff Contact: Kimberley Wright

Regular Meeting
May 18, 2026

The Scottsbluff City Council met in a regular meeting on May 18, 2026 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on May 14, 2026 in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and the Star Herald. The notice was also available on the City's website on May 1, 2026. Mayor Vidlak presided and City Clerk Wright recorded the proceedings. The meeting was called to order and The Pledge of Allegiance was recited. Mayor Vidlak welcomed everyone in attendance and encouraged all citizens to participate in the Council meeting asking those wishing to speak to come to the microphone and state their name and who they are representing for the record. Mayor Vidlak informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Betsy Vidlak, Jeanne McKerrigan, Matt Salomon, Jerry Stricker and Scott Phillips. Also, present were City Manager Kevin Spencer and City Attorney Kent Hadenfeldt. Absent: None. Mayor Vidlak asked if there were any changes to the agenda. There was none. Mayor Vidlak asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There was none.

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

- a) The minutes of the May 4, 2026 Regular Meeting be approved,
- b) The absence of Council Member Stricker from the May 4, 2026 Regular Meeting be excused,
- c) The appointment of Krista Baird, to the Business Improvement Board, to fill an unexpired term ending September 30, 2029 be approved,
- d) The claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated May 18, 2026, as on file with the City Clerk and submitted to the City Council, "YEAS," Phillips, Salomon, McKerrigan, Stricker and Vidlak. "NAYS," None. Absent: None.

CLAIMS

308 PLUMBING SOLUTIONS,BLDG MAINT PARK,775;ACCELERATED RECEIVABLES SOLUTIONS, WAGE ATTACHMENT, 183.65; ALLO COMMUNICATIONS, LLC, LOCAL TELEPHONE CHARGES,5053.3; ANNA GAMBOA,CONTRACTUAL,3480;ASSOCIATED SUPPLYCO,INC,DEPARTMENTSUPPLIES-REC,2723.19;AUTOZONESTORES, INC,EQUIP MAINTWTR,65.32;B&HINVESTMENTS,INC,CONTRACTUALSERVICES-SAN,64.36;B&C STEEL CORPORATION,FLAT BAR FOR SIGN SHOP,13.28;BEELINE SERVICE INC,TOW SERVICE-POL,2075;BENCHMARKGOVERNMENT SOLUTIONS LLC,SCHOOLS & CONF-POL,357.7;BLUFFS FACILITY SOLUTIONS,SUPP - HAND CLEANER, PULL HAND TOWELS,2091.94;BROWN'S SHOE FIT, CO.,UNIFORMS & CLOTHING-SAN,112;

CAPITALBUSINESSSYSTEMSINC.,CONTRACTUALPOL,187.9; CELLCO PARTNERSHIP, TABLETS, CELL PHONES, IPADS, GRIDSMART FOR TRANS.,1149.23;CEM SALES & SERVICE, DEPARTMENT SUPPLIES REC, 5040.73; CITY OF GERING, DISPOSAL FEES SAN, 42933.75;CITY OF SCB,PETTY CASH,92.07;COLUMN SOFTWARE PBC,LEGAL PUBLISHING, 2582.76 ;COMPUTER CONNECTION INC, CONTRACTUAL POL, 44; CONTRACTORS MATERIALS INC.,ADA PANELS,644.93;CREDIT BUREAU OF COUNCIL BLUFFS,MONTHLY MEMBERSHIP - APRIL 2026,65.75;CRESCENT ELECT. SUPPLY COMP INC,SUPP - 12/2 WIRE,128.51;CROELL INC,DEPT SUP,845.3;DEEDS, RICK,CONTRACTUAL,37.98;DELBERT CRINER,CONTRACTUAL SVC,331;DELGADO LUPE,CONSULTING-POL,35;DINGES FIRE COMPANY,TURNOUT COATS AND PANTS - LAURUHN, GWIN, HINEBAUCH,15269.85;EAKES INC,ARPA,20642.75;FAT BOYS TIRE AND AUTO, VEH MAINT PARK, 1759.54; FEDERAL EXPRESS CORPORATION, POSTAGE, 58.58;GALLS PARENT HOLDINGS, LLC,UNIFORMS-POL,428.74;GR TREE LLC, STREET TREE REMOVALDS CODE ENFORCEMENT, 2550; HAWKINS, INC., CHEMICALS, 7371.98; HONEY WAGON EXPRESS, CONTRACTUAL PARK, 450; HULLINGER GLASS & LOCKS INC.,DEPT SUPP PARK,17.6;IDEAL LAUNDRY AND CLEANERS, INC.,JAN. SUP.,1316.45;INDEPENDENT PLUMBING AND HEATING, INC,DEPT SUPP CEM,21.85;INGRAM LIBRARY SERVICES INC,COLL.,3390.27;INLAND TRUCK PARTS & SERVICE,DEPARTMENT SUPPLIES-SAN,6.02;INTERNAL REVENUE SERVICE,WITHHOLDINGS,78608.6;INTRALINKS, INC,PROF SERV - MAY 2026,10097.1; INVENTIVE WIRELESS OF NE, LLC,INTERNET CAMPGROUND,75.01;OHNSON CASHWAY LUMBER CO,DEPT SUPP PARK,1007.44;KNOW HOW LLC,VEHICLE MAINT,1712.48;LAWSON PRODUCTS, INC,DEPT SUPP PARK,479.48;LEAL NOHEMI,CONSULTING-POL,70;LEGACY COOPERATIVE,DIESEL FUEL-SAN,33864.34; LEXIS NEXIS RISK DATA MANAGEMENT, CONSULTING POL, 212.18; LOGAN CONTRACTORS SUPPLY INC,16,800 LBS. MASTIC JOINT FILLER,29460;M.C. SCHAFF & ASSOCIATES, INC,PROF SERV - APRIL 2026,7728.37;MACQUEEN EQUIPMENT INC,TORQUE ROD AND TORQUE ROD KIT - TOWER 1,3963.93;MADISON NATIONAL LIFE,INSURANCE,4696.42; MARCHINGTON KEVIN,EVID CASH-POL,340.4; MARQUEE BROADCASTING WEST INC,TRICITY SW PSA-APRIL 2026,900;MENARDS, INC,DEPT SUPP PARK,1568.59;N HARRIS COMPUTER CORPORATION,EQUIP MAINT-POL,3000; NATIONAL SIGN COMPANY LLC,SUPP - ROAD MARKERS, CHANNEL POSTS,1913.5; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1664;NE DEPT OFREVENUE, WITHHOLDINGS APRIL, 22755.67; NEBRASKA INTERACTIVE, LLC, DRIVERS LIC REQ,15;NEBRASKA MACHINERY CO,EQUIP MAINT,299.45;NEBRASKA PUBLIC POWER DISTRICT, ELECTRIC, 45702.06; NEBRASKA RURAL RADIO ASSOCIATION, TRICITY SW PSA-APRIL 2026,500;NEBRASKALAND TIRE, INC,EQUIP MAINT,504.57; NEMNICH AUTOMOTIVE,VEH MAINT-POL,1978.92;NIPPON SANSON MATHERSON INC,DEPTSUPP PARK,46;NMC GROUP INC,GROUND MAINT

PARK,193.39;NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT PARK,1127.45;ONE CALL CONCEPTS, INC,CONTRACTUAL,212.55;O'REILLY AUTO ENTERPRISES,LLC,VEH MAINT PARK, 345.6; ORIGINAL EQUIPMENT CORPORATION, ALIGNMENT, BELT TENSIONER, FUEL FILTERS - ENGINE 3,2875.2;PAIGE MANNING,PARKING LOT/GARDEN MAINT- APRIL 2026,7415; PANHANDLE AUTOMOTIVE GROUP LLC, EQUIP MAINT CEM, 53.15; PANHANDLE ENVIRONMENTALSERVICESINC,CONTRACTUAL SVC, 397; PANHANDLE GEO TECHNICAL & ENVIRONMENTAL INC, CONTRACTUAL SVC,4480; PARADISE PUMPERS LLC,CONTRACTUAL PARK,775; PAUL REED CONSTRUCTION & SUPPLY, INC, DEPT SUPP CEM, 817.37; PLATTE VALLEY BANK, HEALTH SAVINGS, 18020.43; PODIUM AUTOMOTIVE GROUP,VEHICLE REPAIR - BRUSH 1 TURBO, SUSPENSION, STEER,8103.83;POMPS TIRE SERVICE INC,VEHICLE MAINTENANCE-SAN,2333.59;PT HOSE AND BEARING,ADHESIVE, FITTING FOR TAR KETTLE,5.24;QA BALANCE SERVICES INC,CONTRACTUAL SVC,120;QUADIENT LEASING USA INC,EQUIP MAINT ADM,1026.74;QUILL CORPORATION,DEPT SUPPL-POL,98.76;RECREATION SUPPLY CO., INC.,DEPARTMENT SUPPLIES-REC,1095.75; REGIONAL CARE INC,MAY 2026HEALTH PREMIUM,71503.96;REGIONAL WEST MEDICAL CENTER,CONSULTING-POL,30;RICHARD PARKER,CONTRACTUAL,47.5; ROUTE WARE INC, CONTRACTUAL SERVICES SAN, 10238.28; RUSSEL'S AUTOMOTIVE, VEH MAINT-POL,1618.39;S M E C,EMPLOYEE DEDUCTION,75.5; SANDBERG IMPLEMENT, INC,EQUIP MAINT PARK,3828.78;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,280; SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,400.35;SCOTTS BLUFF COUNTY COURT,LEGAL FEES-POL,517; SCOTTSBLUFF MOTOR CO, INC,VEHICLE MAINTENANCE-DS,93.98;SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,975;SET YOUR SITES INC,CAMP REFUND FROM CAMSPOT,175;SHAGGY BUFFALO CARWASH LLC,VEH MAINT-POL,250;SHERIFF'S OFFICE,LEGAL FEES-POL,100.56;SHERWIN WILLIAMS,5 GALS. WHITE THERMO PLASTIC PAINT, 639.03; SIMMONSOLSENLAWFIRM,P.C., CONTRACTUAL, 19185.52; SIMON CONTRACTORS, CONCRETEFORSTREETREPAIR,16289.25;STERKEL JONATHAN W, TREE GRANT, 9100; STREICHER'S INC, UNIFORMS POL, 374.97; SUNSET LAW ENFORCEMENT, LTD, FIRE ARMS SUPPL-POL,9251.4; THE PEAVEY CORP,INVEST SUPPL-POL,173; THE WESTERN SUGARCOOPERATIVE,DEPT SUPP PARK, 328.05; TITAN MACHINERY, INC. E00618566, EQUIP MAINT PARK,728.54; UNION BANK & TRUST, RETIREMENT, 58376.95; UNITED STATES WELDING, CONTRACTUAL SERVICES SAN, 177.36; VERIZON COMMUNICATIONS INC,GPS SERVICE,127.6;WEBER TYLER,INVEST SUPPL-POL,10.69;WESTERN COOPERATIVE COMPANY, GROUND MAINT PARK, 4415.2; WESTERN COOPERATIVE COMPANY,DEPT SUP,360.85;WESTERN PATHOLOGY CONSULTANTS, INC,DRUG TESTING/DOT,126; WYOMING CHILD SUPPORT

ENFORCEMENT,CHILD SUPPORT,738.08;YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,1264;

Concerning the claim removed from the Consent Calendar to Intralinks in the amount of \$10,097.10, Council Member Phillips informed this has been removed because he needs to declare a conflict of interest due to a financial share in the business and be excused from voting.

Council Member Stricker moved, seconded by Council Member Salomon to accept Council Member Phillips' conflict of interest regarding the claim to Intralinks in the amount of \$10,097.10 and excuse him from voting, "YEAS," Salomon, McKerrigan, Stricker, and Vidlak "NAYS," None. Absent: None. Abstain: Phillips.

City Manager Spencer explained the claim for Intralinks includes the services management contract, data backup fees, and purchase of a cat six patch cable.

Council Member McKerrigan made a motion, seconded by Council Member Salomon to approve the claim from Intralinks in the amount of \$10,097.10, "YEAS," Stricker, Vidlak, Salomon, and McKerrigan. "NAYS," None. Absent: None. Abstain: Phillips.

Mr. Lane Kizzire, Finance Director, came forward to present the April 2026 Financial Report. He started on page two, notating the line item of Capital Projects fund, explaining the Lacy Park Light Project is now finished and a great addition to the park. He also mentioned the stormwater project at 28th and Avenue K, that was budgeted this year, is also complete. Regarding the Budget to Actual Comparisons Report, we are about 58% through the year and that is where he likes to see departments at, however, Capital Projects and KENO show percentages above that number. KENO funds are spent as requests come in, but with Capital Projects, the Lacy Park lighting expenditure was supposed to be budgeted into the electrical fund this year, however due to the Country Club annexation was moved to Capital Projects. Concerning revenues and the proprietary funds, all are at or about 58% which is right where we want them to be.

Council Member Stricker moved to accept the April 2026 Financial Report. The motion was seconded by Council Member Phillips, "YEAS," McKerrigan, Phillips, Vidlak, Salomon, and Stricker. "NAYS," None. Absent: None.

Mayor Vidlak asked those who would be speaking at the public hearing, during the Board of Equalization meeting, to stand so they could be sworn in.

The Scottsbluff Board of Equalization met in a meeting on Monday, May 18, 2026 at 6:05 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff, NE. Notice was given by publication in the Star Herald on May 14, 2026. An agenda kept continuously current was available for public inspection at the office of the city clerk at all times from publication of the notice to the time of the meeting. Chairman Vidlak presided and City Clerk Wright recorded the proceedings. Chairman Vidlak welcomed everyone in attendance and encouraged all citizens to participate in the meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Chairman Vidlak informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Board Members were present: Betsy Vidlak, Jeanne McKerrigan, Matt Salomon, Jerry Stricker and Scott Phillips. Absent: None.

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

Chairman Vidlak opened the public hearing, as advertised for this date, at 6:10 p.m. to consider setting special assessments on the land and real estate upon which unsafe structures were located at 1216 and 1220 5th Avenue, Scottsbluff, NE.

Development Services Director Glaubius came forward and explained this is concerning the two unsafe structures that were located at 1216 and 1220 5th Avenue in the alley. They were demolished in mid-February; the next step is to put the assessment on the properties. Included in the packet is one invoice totaling \$40,050.00 that will be divided between each property, which is owned by the same person.

The following exhibits were then presented on behalf of City Council and entered into record; 1) The pay application from M.C. Schaff and associates for \$40,050.00.

There were no comments from the public. Chairman Vidlak closed the public hearing at 6:12 p.m.

Board Member Phillips made a motion that the cost of the demolition be spread equally between the two lots. Board Member McKerrigan seconded the motion, "YEAS," Vidlak, Phillips, Stricker, McKerrigan, and Salomon. "NAYS," None. Absent: None.

Council Member McKerrigan made a motion to adjourn the Board of Equalization meeting at 6:13 p.m. The motion was seconded by Council Member Phillips, "YEAS," Phillips, Salomon, McKerrigan, Stricker, and Vidlak. "NAYS," None. Absent: None.

The Board reconvened as the Scottsbluff City Council at 6:13 p.m.

Council introduced the Ordinance levying special assessments on the land and real estate upon which unsafe structures were located at 1216 and 1220 5th Avenue, resulting in their subsequent demolition and was read by title on first reading: **AN ORDINANCE FINDING, ASCERTAINING, DETERMINING, EQUALIZING AND FIXING THE BENEFITS TO AND LEVYING SPECIAL ASSESSMENTS ON THE LAND AND REAL ESTATE UPON WHICH UNSAFT STRUCTURES WERE LOCATED AND THEIR SUBSEQUENT DEMOLITION IN THE CITY OF SCOTTSBLUFF, NEBRASKA, FOR THE PURPOSE OF PAYING THE COSTS FOR DEMOLITION TO THE EXTENT OF SPECIAL BENEFIT TO SUCH LANDS AND REAL ESTATE AND TO PUBLISH IN PAMPHLET FORM.**

Council Member Stricker moved, seconded by Council Member Phillips that the statutory rule regarding the Ordinance levying special assessments on the land and real estate upon which unsafe structures were located at 1216 and 1220 5th Avenue, resulting in their subsequent demolition to be read by title on three days be suspended, "YEAS," Stricker, Vidlak, Salomon, Phillips, and McKerrigan. "NAYS," None. Absent: None.

Council Member McKerrigan made a motion, seconded by Council Member Stricker to approve Ordinance No. 4376 levying special assessments on the land and real estate upon which unsafe structures were located at 1216 and 1220 5th Avenue, resulting in their subsequent demolition, "YEAS," McKerrigan, Phillips, Vidlak, Salomon, and Stricker. "NAYS," None. Absent: None.

Development Services Director Glaubius came forward to present the Ordinance dealing with the number of apprentice plumbers that may assist master plumbers and journeyman plumbers. He explained the Plumbing Board met on April 8th where they gave a positive recommendation on changing the number of apprentice plumbers that master plumbers oversee from one to four, and one to three for journeyman plumbers. The plumbing board is made up of five master plumbers from around the area and the change is consistent to what is happening in other communities.

Council introduced the Ordinance dealing with the number of apprentice plumbers that may assist master and journeyman plumbers and was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE SCOTTSBLUFF MUNICIPAL**

CODE AT CHAPTER 4, ARTICLE 3, SECTION 53 DEALING WITH THE NUMBER OF APPRENTICE PLUMBERS THAT MAY ASSIST MASTER PLUMBERS AND JOURNEYMAN PLUMBERS, TO PROVIDE FOR AN EFFECTIVE DATE, AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM.

Council introduced the Ordinance to Annex Two Tracts of Land situated in the Southwest Quarter of Section 18 and the Northwest Quarter of Section 19, Township 22 North Range 54 West of the 6th P.M., commonly identified as 21st Avenue and County Road K Right-of Way and was read by title on second reading: **AN ORDINANCE ANNEXING TWO TRACTS OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 18 AND THE NORTHWEST QUARTER OF SECTION 19 IN TOWNSHIP 22 NORTH, RANGE 54 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council introduced the Ordinance to consider the Zoning Text Amendment to Chapter 25, Article 4 regarding Fences and was read by title on second reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING AND REVISING THE SCOTTSBLUFF MUNICIPAL CODE AT CHAPTER 25, ARTICLE 4, DEALING WITH FENCES AND WALLS, TO CLARIFY MATERIALS AND SIMPLIFY THE FENCING REQUIREMENT WITHIN THE CITY OF SCOTTSBLUFF, AND TO REPEAL AND REVISE RELATED CODE SECTIONS AT CHAPTER 25, ARTICLE 2, SECTIONS 44 AND 45, SECTION 25, ARTICLE 7, SECTION 12 AND CHAPTER 25, ARTICLE 22, SECTION 6 OF THE SCOTTSBLUFF MUNICIPAL CODE, TO PROVIDE FOR AN EFFECTIVE DATE, AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM.**

Council introduced the Ordinance to consider an amendment to the Municipal code to create the Public Use District within the city's zoning jurisdiction and was read by title on second reading: **AN ORDINANCE DEALING WITH ZONING AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SET FORTH VARIOUS PARCELS, LOCATED THROUGHOUT THE ZONING JURISDICTION OF THE CITY OF SCOTTSBLUFF WHICH ARE NOW DESIGNATED IN THE NEW PUBLIC USE DISTRICT, THE PROPERTIES ARE LOCATED IN VARIOUS ZONING DISTRICTS, A COPY OF THE VARIOUS PROPERTIES ALONG WITH THEIR SCOTTS BLUFF COUNTY ASSESSOR IDENTIFICATION NUMBER, ADDRESS AND LEGAL DESCRIPTION IS ATTACHED TO THIS ORDINANCE MARKED AS EXHIBIT "A" AND INCORPORATED IN THIS ORDINANCE BY REFERENCE, ALL OF THE PROPERTIES ON EXHIBIT "A" WILL NOW BE INCLUDED IN THE PUBLIC USE DISTRICT (P) AND THE ZONING MAP SHALL BE AMENDED, REPEALING PRIOR SECTION 25-1-4, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

Council Member Salomon moved that the statutory rule regarding the Ordinance to consider an amendment to the Municipal Code to create the Public Use District within the City's zoning jurisdiction to be read by title on three different days be suspended. The motion was seconded by Council Member Phillips, "YEAS," Vidlak, Phillips, Stricker, McKerrigan, and Salomon. "NAYS," None. Absent: None.

Council Member Salomon made a motion, seconded by Council Member Phillips to approve Ordinance No. 4377 creating the Public Use District within the City's zoning jurisdiction, "YEAS," Phillips, Salomon, McKerrigan, Stricker, and Vidlak. "NAYS," None. Absent: None.

Regarding the Ordinance defining fowl and to provide for an exception for chickens in Chapter 2, Articles 2 and 3 of the Municipal Code, Development Services Director Glaubius came forward to inform there have been Council requested updates added to the Ordinance. He addressed the concerns brought forward, the first dealing with rear yard space, adding the update in §2-3-15 has been modified to state an exception may be granted by the Development Services Director in instances where the rear yard is insufficient in area and/or width due to the location of existing structures. In addition, another update, the word enclosure was changed to enclosed structure to reflect the definition of enclosed structure in Chapter 25. The last update is the reference to Chapter 12, which is the nuisance code, addressing concerns with rodents, waste, and odors.

During questions, Council Member Stricker addressed the definition in another chapter for enclosed structure, asking if there is a prohibition of materials structures can be built out of in that chapter. Mr. Glaubius stated, no, we do not get into that criterion. Mr. Stricker then commented, stating, we just acted on an Ordinance that was read about fences and one of the ideas there was not to use old scrap material. He thinks with this Ordinance we have the opportunity right out of the gate to do better and make that clear that it's not intended to use junk or old trailers like the one talked about. To him it seems like a little bit more definition of what's allowed as a structure or enclosure and then having something similar to other places that have a little more proactive thinking of prescribing containers for feed and manure. In other words, they are taking steps to prevent nuisances to begin with. He just doesn't know why we wouldn't do that. He likes the other changes and without those things will probably be a no vote, not because he doesn't like some of the changes, but because we are not taking the opportunity to prevent nuisances to begin with and have a neighbor controversy.

Mr. Spencer replied our goal in updating this Ordinance was to provide staff and the community with guidance and direction. We did not want to make it heavy with regulation, but if that is something we want to come back and do as we learn from this, that is something we can certainly look at. The need at the time was for information as we really didn't have good guidance when it came to chickens.

Council then introduced the ordinance regarding the definition of fowl and to provide an exception for chickens in Chapter 2, Articles 2 and 3 and was read by title on third reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE SCOTTSBLUFF MUNICIPAL CODE AT CHAPTER 2, ARTICLES 2 AND 3 TO INCLUDE A DEFINITION FOR FOWL IN ARTICLE 2 AND TO PROVIDE AN EXCEPTION FOR CHICKENS UNDER ARTICLE 3, TO PROVIDE FOR AN EFFECTIVE DATE, AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM.**

Council Member McKerrigan moved, seconded by Council Member Salomon to approve Ordinance No. 4378 regarding the definition of fowl and to provide an exception for chickens in Chapter 2, Articles 2 and 3, "YEAS," Salomon, McKerrigan, Vidlak, and Phillips. "NAYS," Stricker. "Absent: None.

Council then introduced the Ordinance to Annex a tract of land situated in the East half of Section 10, Township 22 North, Range 55 west of the 6th P.M., Scotts Bluff County, Nebraska, commonly identified as 4500 and 4502 Avenue I and was read by title on third reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF NEBRASKA, ANNEXING UNPLATTED REAL ESTATE DESCRIBED AS A TRACT OF LAND SITUATED IN THE EAST HALF OF SECTION 10, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 71, AS DESCRIBED IN DEED BOOK 185, PAGE 194, AND THE NORTH RIGHT OF WAY LINE OF 42ND STREET, THENCE WESTERLY ON THE NORTH RIGHT OF WAY LINE OF 42ND STREET, TO THE POINT OF INTERSECTION WITH THE EAST LINE OF A TRACT OF**

LAND AS DESCRIBED IN INSTRUMENT 2008-1629, THENCE NORTHERLY ON THE EAST LINE OF SAID TRACT, TO THE NORTHEAST CORNER OF SAID TRACT, THENCE WESTERLY ON THE NORTH LINE OF SAID TRACT, TO THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTHERLY ON THE WEST LINE OF SAID TRACT, TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF 42ND STREET, THENCE WESTERLY ON THE NORTH RIGHT OF WAY LINE OF 42ND STREET, TO THE SOUTHEAST CORNER OF BLOCK 1, PIEPER FAMILY SUBDIVISION, AS RECORDED IN INSTRUMENT 2025-1364, THENCE NORTHWESTERLY ON THE EASTERLY LINE OF SAID BLOCK 1, TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, THENCE NORTHERLY ON SAID WEST LINE OF THE SOUTHEAST QUARTER, TO THE SOUTHWEST CORNER OF BLOCK 12, FAIRWAY ESTATES SUBDIVISION, AS RECORDED IN DEED BOOK 147 PAGE 493, THENCE EASTERLY ON THE SOUTHERLY LINE OF SAID FAIRWAY ESTATES SUBDIVISION, TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF THE ENTERPRISE IRRIGATION DISTRICT CANAL, THENCE NORTHEASTERLY AND THEN SOUTHEASTERLY ON THE SOUTHERLY LINE OF SAID FAIRWAY ESTATES SUBDIVISION, AND ON SAID CANAL RIGHT OF WAY LINE, TO THE NORTHWEST CORNER OF BLOCK 1, GREENVIEW SUBDIVISION, AS REQUIRED IN DEED BOOK 202, PAGE 582, THENCE CONTINUING SOUTHEASTERLY ON THE SOUTHERLY LINE OF SAID BLOCK 1, GREENVIEW SUBDIVISION, AND ON SAID CANAL RIGHT OF WAY LINE, TO THE POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF BLUE JAY COURT AS PLATTED IN FAIRWAY ESTATES SUBDIVISION, THENCE SOUTHERLY ON THE WEST RIGHT OF WAY LINE OF BLUE JAY COURT, TO THE MOST SOUTHWESTERLY CORNER OF BLUE JAY COURT, THENCE EASTERLY ON THE SOUTH RIGHT OF WAY LINE OF BLUE JAY COURT, TO THE NORTHWEST CORNER OF BLOCK 2, GREENVIEW SUBDIVISION, AS RECORDED IN DEED BOOK 202, PAGE 582, THENCE SOUTHEASTERLY ON THE SOUTHERLY LINE OF SAID BLOCK 2, GREENVIEW SUBDIVISION AND ON THE NORTHERLY RIGHT OF WAY LINE OF THE ENTERPRISE IRRIGATION DISTRICT CANAL, TO THE POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY NO.71, AS DESCRIBED IN DEED BOOK 183, PAGE 745, THENCE SOUTHERLY ON THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 71, TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 121, PAGE 448, THENCE EASTERLY ON THE NORTH LINE OF SAID TRACT, TO THE SOUTHEAST CORNER OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 185, PAGE 194, THENCE SOUTHERLY TO THE NORTHWEST CORNER OF A TRACT OF LAND AS ALSO DESCRIBED IN DEED BOOK 185, PAGE 194, THENCE CONTINUING SOUTHERLY ON THE WEST LINE OF SAID TRACT AND ON THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 71, TO THE POINT OF BEGINNING, AMENDING SECTION 25-1-3.1 OF THE MUNICIPAL CODE, AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

Council Member Stricker moved to approve Ordinance No. 4379 annexing a tract of land situated in the East half of Section 10, Township 22 North, Range 55 West of the 6th P.M, Scotts Bluff County, Nebraska commonly identified as 4500 and 4502 Avenue I. The motion was seconded by Council Member Salomon, “YEAS,” Stricker, Vidlak, Salomon, Phillips, and McKerrigan. “NAYS,” None. Absent: None.

Mr. Spencer presented the Resolution extending the obligation of funding for ambulance services for an additional four years, stating this is between ourselves, the City of Gering and Scotts Bluff County. The County actually has the Agreement with Regional West Medical Center and this Resolution lists our

share of the cost, which will increase two percent annually; staff is recommending approval.

Council Member Stricker questioned the responsibilities of Regional West Medical Center asking the Agreement is for them to 1) furnish three ALS equipped ambulances which comply with the requirements and 2) provide twenty-four (24) hours of every day of the week at least one 1 primary crew of at least two persons and (1) standby crew of at least two persons. He is trying to figure out what it means to have three equipped ambulances, but only have staffing enough for two. Does that mean one is on standby if another breaks down? He wishes someone from Regional West Medical Center was in attendance to answer these questions so they know what they are approving.

Mr. Spencer explained this agreement is the same from four years ago and the way he reads it they will furnish at least three ALS equipped ambulances in the County for service. They will also provide 24 hours everyday of the week at least one primary crew of at least two persons and one standby crew of at least two persons that meet the requirements. He does not read it to mean they will have three staffed ALS ambulances, but to have three available. If one goes down, they will have another or if they get busy, they will have enough staff to run another ambulance. Mr. Stricker then asked with staffing and with ALS do they have to have at least one paramedic on board.

Mr. Tom Schingle, Fire Chief, came forward to answer Council Member Stricker's question stating you have to have at least one emergency medical technician, when you talk about ALS, that being at least one advanced provider of being an EMT or paramedic. Mr. Stricker then asked if data is used for where to put the ambulances or are they housed in a building. Mr. Spencer answered they are housed at three locations; Regional West Medical Center, the old Valley Ambulance building, and a location in Gering west of the Stagecoach shop.

Mr. Spencer also added he will have someone from Regional West come and answer questions in the future for clarification. He feels lucky to have this agreement, so we do not have to staff an ambulance.

Council Member McKerrigan moved, seconded by Council Member Phillips to approve Resolution 26-05-03 extending the obligation of funding for ambulance services for an additional four years, and authorize the Mayor to sign the Resolution, "YEAS," McKerrigan, Phillips, Vidlak, Salomon, and Stricker. "NAYS," None. Absent: None.

RESOLUTION 26-05-03

Be it resolved by the Mayor and City Council of the City of Scottsbluff, Nebraska that:

1. The City of Scottsbluff, the City of Gering, and the County of Scotts Bluff, entered into an agreement captioned "Agreement for the funding of Ambulance Services within Service Area under the Interlocal Cooperation Act", which agreement has been extended on several occasions.
2. That following the last extension of said agreement, the provider of said ambulance service has transferred from Valley Ambulance Service, Inc. to Regional West Medical Center (RWMC).
3. Public safety, convenience, and welfare will be enhanced by the continuation of

the agreement for an additional period of four (4) years with the understanding that the provider of the ambulance services is now RWMC.

4. The City of Scottsbluff now notifies the County Clerk of Scotts Bluff County, Nebraska, and the Clerk of the City of Gering, Nebraska, of its agreement to continue the obligation of funding ambulance services for an additional four (4) year period ending June 30, 2030, subject to the same terms and provisions that existed in the Agreement for the funding of Ambulance Services within the Service Area under the Interlocal Cooperation Act of July 1, 2002 with the exception of the change noted in paragraph three (3) above and the contribution amounts set forth herein below.
5. The amount the City of Scottsbluff will contribute the following amounts which shall be payable to the County of Scotts Bluff, Nebraska:
 - a. July 2026 to June 2027 \$821.67 each month or \$9,860.04 per year;
 - b. July 2027 to June 2028 \$838.10 each month or \$10,057.20 per year;
 - c. July 2028 to June 2029 \$854.85 each month or \$10,258.20 per year; and
 - d. July 2029 to June 2030 \$871.95 each month or \$10,463.40 per year.
6. This resolution shall become effective immediately upon its adoption.

Passed and approved this 18th day of May, 2026.

Betsy Vidlak, Mayor

Kimberley Wright, City Clerk

Mr. Chris Hayward, owner of Broadway Bar and Arcade came forward to answer questions regarding a Community Festival Permit for the Broadway Bar and Arcade Anniversary Car Show on May 23, 2026 from 8:00 a.m. to 3:30 p.m. He explained they have teamed up with the Midwest Theater to put together a car show event to celebrate the first anniversary of the business. The event will consist of a car show and live music ending with awards and the showing of the movie American Graffiti at the Midwest Theater. They have rented the Plaza utilizing the cement to showcase cars, along with using the parking lot behind Powerhouse Social and the closing of Broadway between 17th and 18th Streets. They plan on hosting up to 80 or more cars while anticipating over 2,000 people in attendance.

Council Member Phillips moved to approve the Community Festival Permit for Broadway Bar and Arcade, 1717 Broadway Scottsbluff, NE for the Broadway Bar and Arcade Anniversary Car Show on May 23, 2026 from 8:00 a.m. to 3:30 p.m. Permit includes closing Broadway between 18th and 17th Streets from 7:30 a.m. to 4:00 p.m. The motion was seconded by Council Member Salomon, “YEAS,” Vidlak, Phillips, Stricker, McKerrigan, and Salomon. “NAYS,” None. Absent: None.

Ms. Katherine Reisig with M.C. Schaff & Associates came forward to present the final report for the Scottsbluff Safe Streets for All (SS4A) Project. She started by explaining over the past year M.C. Schaff and Associates has worked on behalf of the City to develop the Scottsbluff Safe Streets for All Safety Action Plan. The plan was developed using data analysis, human review, and extensive public engagement which included looking at crash data, speed limits, road width, lane use, and analysis of previous existing plans, as well as conversations with stakeholders, residents, schools, EMS, Police, and Fire, and a core meeting task force. Analysis of crash data revealed severe crash risk is concentrated on select roadways in Scottsbluff referred to as the high injury network. Some of the roadways include U.S. Highway 26, Avenue I, 27th Street, East and West Overland, Avenue B, and 20th Street.

The plan provides for a series of projects aimed to reduce risk for all road users and as a whole this plan positions the City for grant opportunities as well as providing a framework for establishing safer streets in Scottsbluff. She also noted the plan is a living document so it can be altered and uploaded as the needs change. Ms. Reisig concluded by asking for Council to approve and accept the final report acknowledging she is grateful for all the support and appreciation of the community and staff.

Council Member Phillips moved, seconded by Council Member Stricker to approve and accept the final report for the Scottsbluff Safe Streets for All (SS4A) Project, “YEAS,” Salomon, McKerrigan, Stricker, Vidlak, and Phillips. “NAYS,” None. Absent: None.

Mr. Doug Gompert, Public Works Director approached Council to receive approval on the Agreement with M.C. Schaff & Associates for Preliminary Engineering Services for Sanitary Sewer District No. 169. He explained this is the Sanitary Sewer District for the Know How Addition. The area is divided into three lots and they are going to extend the Sanitary Sewer through a district; this is the engineering agreement to oversee the project. Mr. Spencer reminded Council this was part of the annexation. Through this we identify M.C. Schaff as the engineer where they will design and then provide bid specs for the project.

Council Member Stricker made a motion, seconded by Council Member McKerrigan to approve the Agreement with M.C. Schaff & associates, Inc. for Preliminary Engineering Services for Sanitary Sewer District No. 169, and authorize the Mayor to sign the Agreement, “YEAS,” Phillips, Salomon, McKerrigan, Stricker, and Vidlak. “NAYS,” None. Absent: None.

Police Chief Krisa Brass came forward to present the 2025 Annual Report for the Police Department. The report details the mission, core values, organizational structure, services, community programs and statistics of the department.

Highlights of the report include total revenues received in 2025 which include \$137,540 from police services, grants, auctions, impound fees, and permits. The department is broken into two divisions,

Operations and Support Services. The Operations division include patrol, grants, traffic resolutions, K9 program, and field training. The Support Services division includes Investigative Bureau, Crime Prevention Programs, EOD and SWAT, animal control, and liaison for schools.

Furthermore, the department also actively participates in community engagement and outreach initiatives including events like Coffee with a Cop, National Night Out, Shop with a Cop and safety programs that target youth, schools and community safety awareness.

Regarding crime and arrest statistics, in 2025, the department made 80 aggravated, five homicides (2 events), one arson, and 146 warrant arrests. In addition, they conducted 3,93 traffic stops issuing 1,033 citations and 1,864 warnings. They recognized long-serving staff with milestones of employment of 35, 20, 10, and 5 years and recognized promotions to include new corporals, detectives, and police chief.

In summary the Police Department in 2025 prioritized community trust, professional integrity, and proactive crime prevention through specialized units, community programs, and strategic enforcement, supported by a dedicated and experienced personnel team.

Under Council Reports, Council Member Salomon reported on the Zoo. In April they had about 2500 people visit the zoo. They have come out of a slow winter and excited to move ahead. They have entertained 33 school groups so far in May resulting in 422 students as of today; they do have seven more schools coming also. The pollinator garden has been planted with flowers to draw in hummingbirds and bees. They also have a new sculpture in the works that will be introduced in a few weeks. Mr. Spencer added CRA met this afternoon and one of the items on the agenda was the Interlocal Agreement regarding LB357.

Council Member Phillips moved to adjourn the meeting at 7:18 p.m. The motion was seconded by Council Member Salomon, “YEAS,” McKerrigan, Phillips, Vidlak, Salomon, and Stricker. “NAYS,” None. Absent: None.

Mayor

Attest:

City Clerk

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 7.b

Council to set a public hearing for June 15, 2026 at 6:00 p.m. to consider a special assessment on Lot 2, Second Bluffs Addition, commonly identified as 2309 Avenue H, for the costs of removal of a hazardous tree.

Staff Contact: Zachary Glaubius

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 7.c

Council to set a public hearing for June 15, 2026 at 6:00 p.m. to consider a Zoning Text Amendment to Chapter 25, Article 3 regarding permitted uses in the O-P Office and Professional District.

Staff Contact: Zachary Glaubius

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 7.d

Council to set a public hearing for June 15, 2026 at 6:00 p.m. to consider a Rezone of the proposed Lots 1 and 2, Block 1, B&B Subdivision, commonly identified as a tract of land northeast of the intersection of Avenue M and W. 27th Street.

Staff Contact: Zachary Glaubius

City of Scottsbluff, Nebraska
Monday, June 1, 2026
Regular Meeting

Item 7.e

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

Staff Contact: Lane Kizzire



Expense Approval Report

By Vendor Name

Post Dates 5/21/2026 - 6/1/2026

Description (Payable)	Account Name	Amount
Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	183.65
		183.65
Fund 713 - CASH & INVESTMENT POOL Total:		183.65
Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total: 183.65		
Vendor: 10750 - BAKER CHRISTINE		
Fund: 111 - GENERAL		
EVID CASH-POL	MISCELLANEOUS	153.00
		153.00
Fund 111 - GENERAL Total:		153.00
Vendor 10750 - BAKER CHRISTINE Total: 153.00		
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	370.15
Monthly Energy Bill	HEATING FUEL	91.81
Monthly Energy Bill	HEATING FUEL	91.82
Monthly Energy Bill	HEATING FUEL	173.27
Monthly Energy Bill	HEATING FUEL	338.97
Monthly Energy Bill	HEATING FUEL	1,432.36
		1,432.36
Fund 111 - GENERAL Total:		2,498.38
Fund: 212 - STREETS		
Monthly Energy Bill	HEATING FUEL	548.87
		548.87
Fund 212 - STREETS Total:		548.87
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	130.88
		130.88
Fund 621 - ENVIRONMENTAL SERVICES Total:		130.88
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	191.56
		191.56
Fund 641 - WATER Total:		191.56
Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total: 3,369.69		
Vendor: 09886 - BUDGE IT DRAIN SERVICES LLC		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	970.00
		970.00
Fund 111 - GENERAL Total:		970.00
Vendor 09886 - BUDGE IT DRAIN SERVICES LLC Total: 970.00		
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Cont. Srvcs.	CONTRACTUAL SERVICES	210.25
EQUIP MAINT ADMIN	EQUIPMENT MAINTENANCE	333.96
		333.96
Fund 111 - GENERAL Total:		544.21
Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total: 544.21		
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
CELL PHONE	PHONE & INTERNET	40.01
CELL PHONE	CELLULAR PHONE	39.93
MAY CELLULAR DATA	CELLULAR PHONE	159.52
CELL PHONES-POL	PHONE & INTERNET	1,494.76
		1,494.76
Fund 111 - GENERAL Total:		1,734.22

Expense Approval Report

Post Dates: 5/21/2026 - 6/1/2026

Description (Payable)	Account Name	Amount
Fund: 213 - CEMETERY		
CELL PHONE	PHONE & INTERNET	39.93
		<u>Fund 213 - CEMETERY Total:</u> 39.93
		Vendor 07911 - CELLCO PARTNERSHIP Total: 1,774.15
Vendor: 00367 - CITY OF SCB		
Fund: 212 - STREETS		
PETTY CASH	DEPARTMENT SUPPLIES	30.00
		<u>Fund 212 - STREETS Total:</u> 30.00
		Vendor 00367 - CITY OF SCB Total: 30.00
Vendor: 09767 - CROELL INC		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	424.63
DEPT SUP	DEPARTMENT SUPPLIES	488.99
DEPT SUP	DEPARTMENT SUPPLIES	1,730.73
		<u>Fund 641 - WATER Total:</u> 2,644.35
		Vendor 09767 - CROELL INC Total: 2,644.35
Vendor: 09703 - DOCU-SHRED LLC		
Fund: 111 - GENERAL		
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	940.00
		<u>Fund 111 - GENERAL Total:</u> 940.00
		Vendor 09703 - DOCU-SHRED LLC Total: 940.00
Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	258.43
		<u>Fund 621 - ENVIRONMENTAL SERVICES Total:</u> 258.43
		Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total: 258.43
Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250		
Fund: 641 - WATER		
SAMPLES	SAMPLES	246.00
		<u>Fund 641 - WATER Total:</u> 246.00
		Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total: 246.00
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 111 - GENERAL		
POSTAGE-POL	POSTAGE	47.11
POSTAGE-POL	POSTAGE	141.72
		<u>Fund 111 - GENERAL Total:</u> 188.83
Fund: 641 - WATER		
POSTAGE	POSTAGE	67.74
POSTAGE	POSTAGE	59.72
		<u>Fund 641 - WATER Total:</u> 127.46
		Vendor 00548 - FEDERAL EXPRESS CORPORATION Total: 316.29
Vendor: 10467 - FLOCK GROUP INC		
Fund: 218 - PUBLIC SAFETY		
#3-CIP-LPR MAINT	DEPARTMENT SUPPLIES	3,000.00
		<u>Fund 218 - PUBLIC SAFETY Total:</u> 3,000.00
		Vendor 10467 - FLOCK GROUP INC Total: 3,000.00
Vendor: 10749 - FNBO CREDIT CARD		
Fund: 111 - GENERAL		
SCHOOL & CONFERENCE POLI...	SCHOOL & CONFERENCE	398.00
		<u>Fund 111 - GENERAL Total:</u> 398.00
		Vendor 10749 - FNBO CREDIT CARD Total: 398.00

Expense Approval Report

Post Dates: 5/21/2026 - 6/1/2026

Description (Payable)	Account Name	Amount
Vendor: 10330 - GERING MULITPURPOSE SENIOR CENTER		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	1,000.00
		Fund 111 - GENERAL Total:
		1,000.00
Vendor 10330 - GERING MULITPURPOSE SENIOR CENTER Total:		
1,000.00		
Vendor: 10192 - GRIESS SPENCER		
Fund: 111 - GENERAL		
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	142.00
		Fund 111 - GENERAL Total:
		142.00
Vendor 10192 - GRIESS SPENCER Total:		
142.00		
Vendor: 04371 - HAWKINS, INC.		
Fund: 641 - WATER		
CHEMICALS	CHEMICALS	4,685.92
CHEMICALS	CHEMICALS	875.53
		Fund 641 - WATER Total:
		5,561.45
Vendor 04371 - HAWKINS, INC. Total:		
5,561.45		
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	26.16
DEPT SUPP PARK	DEPARTMENT SUPPLIES	11.25
		Fund 111 - GENERAL Total:
		37.41
Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:		
37.41		
Vendor: 02578 - INFINITY CONSTRUCTION, INC.		
Fund: 641 - WATER		
FACILITY REPAIR	FACILITY REPAIRS	877.50
		Fund 641 - WATER Total:
		877.50
Vendor 02578 - INFINITY CONSTRUCTION, INC. Total:		
877.50		
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	5,226.73
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	5,226.73
WITHHOLDINGS	FICA W/H EE PAYABLE	19,387.17
WITHHOLDINGS	FICA W/H EE PAYABLE	19,387.17
WITHHOLDINGS	FED W/H EE PAYABLE	29,346.77
		Fund 713 - CASH & INVESTMENT POOL Total:
		78,574.57
Vendor 08154 - INTERNAL REVENUE SERVICE Total:		
78,574.57		
Vendor: 10583 - INTOXIMETERS INC		
Fund: 111 - GENERAL		
EQUIP MAINT-POL	EQUIPMENT MAINTENANCE	285.00
		Fund 111 - GENERAL Total:
		285.00
Vendor 10583 - INTOXIMETERS INC Total:		
285.00		
Vendor: 10707 - JARED KEMBEL		
Fund: 631 - WASTEWATER		
BUILDING MAINT	BUILDING MAINTENANCE	110.00
		Fund 631 - WASTEWATER Total:
		110.00
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	134.08
		Fund 641 - WATER Total:
		134.08
Vendor 10707 - JARED KEMBEL Total:		
244.08		
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	28.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	24.99

Expense Approval Report

Post Dates: 5/21/2026 - 6/1/2026

Description (Payable)	Account Name	Amount
Department Supplies-REC	DEPARTMENT SUPPLIES	37.73
		Fund 111 - GENERAL Total: 91.71
Fund: 212 - STREETS		
SUPP - PROPANE TORCH	DEPARTMENT SUPPLIES	59.99
SUPP - ROUNDUP	DEPARTMENT SUPPLIES	330.95
2" WELD/BOLT ON WINCH FO...	VEHICLE MAINTENANCE	39.98
		Fund 212 - STREETS Total: 430.92
Fund: 215 - SPECIAL PROJECTS		
K9 SUPPLIES-POL	DEPARTMENT SUPPLIES	27.99
		Fund 215 - SPECIAL PROJECTS Total: 27.99
Vendor 06131 - JOHN DEERE FINANCIAL Total: 550.62		
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1.49
DEPT SUPP PARK	DEPARTMENT SUPPLIES	19.98
DEPT SUPP PARK	DEPARTMENT SUPPLIES	19.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	9.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	98.93
		Fund 111 - GENERAL Total: 150.38
Fund: 212 - STREETS		
ADAPTERS FOR PICKUP	VEHICLE MAINTENANCE	19.98
		Fund 212 - STREETS Total: 19.98
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	29.99
		Fund 213 - CEMETERY Total: 29.99
Fund: 641 - WATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	65.49
EQUIP MAINT	EQUIPMENT MAINTENANCE	-12.00
		Fund 641 - WATER Total: 53.49
Vendor 08067 - JOHN DEERE FINANCIAL Total: 253.84		
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	124.89
		Fund 111 - GENERAL Total: 124.89
Vendor 09474 - JOHN DEERE FINANCIAL Total: 124.89		
Vendor: 09819 - LAURUHN JESSE		
Fund: 111 - GENERAL		
TUITION REIMB	TUITION SUPPORT	350.00
		Fund 111 - GENERAL Total: 350.00
Vendor 09819 - LAURUHN JESSE Total: 350.00		
Vendor: 09746 - LEAL NOHEMI		
Fund: 111 - GENERAL		
CONSULTING-POL	CONSULTING SERVICES	35.00
		Fund 111 - GENERAL Total: 35.00
Vendor 09746 - LEAL NOHEMI Total: 35.00		
Vendor: 09760 - MACQUEEN EQUIPMENT INC		
Fund: 631 - WASTEWATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	933.70
		Fund 631 - WASTEWATER Total: 933.70
Fund: 641 - WATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	916.54
		Fund 641 - WATER Total: 916.54
Vendor 09760 - MACQUEEN EQUIPMENT INC Total: 1,850.24		

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Description (Payable)	Account Name	Amount
Vendor: 07588 - MATTHEW M. HUTT		
Fund: 111 - GENERAL		
EVID CASH-POL	MISCELLANEOUS	628.00
		628.00
		Fund 111 - GENERAL Total:
		628.00
		Vendor 07588 - MATTHEW M. HUTT Total:
		628.00
Vendor: 10752 - MCGOWAN NATHAN		
Fund: 111 - GENERAL		
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	50.00
		50.00
		Fund 111 - GENERAL Total:
		50.00
		Vendor 10752 - MCGOWAN NATHAN Total:
		50.00
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	11.53
Department Supplies-REC	DEPARTMENT SUPPLIES	28.71
DEPT SUPP PARK	DEPARTMENT SUPPLIES	49.98
Department Supplies-REC	DEPARTMENT SUPPLIES	31.45
Department Supplies-REC	DEPARTMENT SUPPLIES	11.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	9.40
DEPT SUPP PARK	DEPARTMENT SUPPLIES	99.39
DEPT SUPP PARK	DEPARTMENT SUPPLIES	43.47
DEPT SUPP PARK	DEPARTMENT SUPPLIES	30.98
CITY HALL LANDSCAPING	STRUCTURES	248.43
CITY HALL LANDSCAPING	STRUCTURES	298.33
DEPT SUPP PARK	DEPARTMENT SUPPLIES	36.01
Department Supplies-REC	DEPARTMENT SUPPLIES	139.99
		139.99
		Fund 111 - GENERAL Total:
		1,039.66
Fund: 212 - STREETS		
SUPP - CARB CLEANER, WHITE...	DEPARTMENT SUPPLIES	64.97
SUPP - EAR PLUGS, HEX BOLTS	DEPARTMENT SUPPLIES	28.94
SUPP - CARB CLEANER, WIRE, ...	DEPARTMENT SUPPLIES	306.94
CREDIT FOR WIRE	DEPARTMENT SUPPLIES	-112.90
SUPP - WIRE	DEPARTMENT SUPPLIES	73.00
SUPP - 7 BLADE ADAPTER	DEPARTMENT SUPPLIES	31.99
CONSTR. SCREWS & PLYWOOD	DEPARTMENT SUPPLIES	24.46
SUPP - CHLORINE TABLETS	DEPARTMENT SUPPLIES	59.99
SUPP - CONST. SCREWS	DEPARTMENT SUPPLIES	13.98
		13.98
		Fund 212 - STREETS Total:
		491.37
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	172.79
		172.79
		Fund 213 - CEMETERY Total:
		172.79
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	86.31
		86.31
		Fund 631 - WASTEWATER Total:
		86.31
Fund: 641 - WATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	59.82
DEPT SUP	DEPARTMENT SUPPLIES	36.18
		36.18
		Fund 641 - WATER Total:
		96.00
		Vendor 07628 - MENARDS, INC Total:
		1,886.13
Vendor: 07938 - MIDWEST CONNECT, LLC		
Fund: 111 - GENERAL		
Dep. Sup.	DEPARTMENT SUPPLIES	376.00
		376.00
		Fund 111 - GENERAL Total:
		376.00
		Vendor 07938 - MIDWEST CONNECT, LLC Total:
		376.00

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Description (Payable)	Account Name	Amount
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	39.99
		Fund 111 - GENERAL Total:
		39.99
		Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:
		39.99
Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER		
Fund: 713 - CASH & INVESTMENT POOL		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,664.00
		Fund 713 - CASH & INVESTMENT POOL Total:
		1,664.00
		Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:
		1,664.00
Vendor: 09359 - NEBRASKA PRINTWORKS, LLC		
Fund: 111 - GENERAL		
Prgmg.	PROGRAMMING	170.91
Prgmg.	PROGRAMMING	200.88
		Fund 111 - GENERAL Total:
		371.79
		Vendor 09359 - NEBRASKA PRINTWORKS, LLC Total:
		371.79
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT		
Fund: 213 - CEMETERY		
ELECTRIC	ELECTRICITY	43.21
		Fund 213 - CEMETERY Total:
		43.21
Fund: 631 - WASTEWATER		
ELECTRIC	ELECTRIC POWER	12,587.92
ELECTRIC	ELECTRIC POWER	172.84
		Fund 631 - WASTEWATER Total:
		12,760.76
Fund: 641 - WATER		
ELECTRIC	ELECTRIC POWER	5,472.74
ELECTRIC	ELECTRIC POWER	5,312.75
		Fund 641 - WATER Total:
		10,785.49
		Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:
		23,589.46
Vendor: 08317 - NIPPON SANSON MATHERSON INC		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	122.66
		Fund 111 - GENERAL Total:
		122.66
		Vendor 08317 - NIPPON SANSON MATHERSON INC Total:
		122.66
Vendor: 07651 - NORTH PLATTE NATURAL RESOURCE DIST		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	-72.00
		Fund 111 - GENERAL Total:
		-72.00
		Vendor 07651 - NORTH PLATTE NATURAL RESOURCE DIST Total:
		-72.00
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC		
Fund: 641 - WATER		
SAMPLES	SAMPLES	120.00
SAMPLES	SAMPLES	184.00
		Fund 641 - WATER Total:
		304.00
		Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:
		304.00
Vendor: 00017 - PANHANDLE HUMANE SOCIETY		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	6,300.56
		Fund 111 - GENERAL Total:
		6,300.56
		Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:
		6,300.56

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Description (Payable)	Account Name	Amount
Vendor: 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	100.45
		Fund 111 - GENERAL Total:
		100.45
Vendor 04494 - PAUL REED CONSTRUCTION & SUPPLY, INC Total:		
100.45		
Vendor: 01276 - PLATTE VALLEY BANK		
Fund: 713 - CASH & INVESTMENT POOL		
HEALTH SAVINGS ACCT	HSA EE PAYABLE	11,254.66
HEALTH SAVINGS ACCT	HSA ER PAYABLE	6,935.00
		Fund 713 - CASH & INVESTMENT POOL Total:
		18,189.66
Vendor 01276 - PLATTE VALLEY BANK Total:		
18,189.66		
Vendor: 09807 - POLYDYNE INC		
Fund: 631 - WASTEWATER		
CHEMICALS	CHEMICALS	5,641.90
		Fund 631 - WASTEWATER Total:
		5,641.90
Vendor 09807 - POLYDYNE INC Total:		
5,641.90		
Vendor: 07838 - QUADIENT LEASING USA INC		
Fund: 111 - GENERAL		
RENT-MACHINE-POL	RENT-MACHINES	267.03
		Fund 111 - GENERAL Total:
		267.03
Vendor 07838 - QUADIENT LEASING USA INC Total:		
267.03		
Vendor: 00266 - QUILL CORPORATION		
Fund: 111 - GENERAL		
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	336.55
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	317.69
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	317.69
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	234.71
DEPT SUPP ADMIN	DEPARTMENT SUPPLIES	132.62
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	23.45
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	94.48
		Fund 111 - GENERAL Total:
		1,457.19
Vendor 00266 - QUILL CORPORATION Total:		
1,457.19		
Vendor: 09342 - RADA, ZACKARY		
Fund: 111 - GENERAL		
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	15.00
		Fund 111 - GENERAL Total:
		15.00
Vendor 09342 - RADA, ZACKARY Total:		
15.00		
Vendor: 00202 - RECREATION SUPPLY CO., INC.		
Fund: 111 - GENERAL		
Department Supplies-REC	DEPARTMENT SUPPLIES	637.10
		Fund 111 - GENERAL Total:
		637.10
Vendor 00202 - RECREATION SUPPLY CO., INC. Total:		
637.10		
Vendor: 04576 - REGANIS AUTO CENTER, INC		
Fund: 212 - STREETS		
RUNNING BOARDS FOR NEW P..	VEHICLE MAINTENANCE	761.20
		Fund 212 - STREETS Total:
		761.20
Vendor 04576 - REGANIS AUTO CENTER, INC Total:		
761.20		
Vendor: 10187 - REGION 22 EMERGENCY MGMT		
Fund: 111 - GENERAL		
QUARTERLY EMERGENCY MA...	CONTRACTUAL SERVICES	11,177.12
		Fund 111 - GENERAL Total:
		11,177.12
Vendor 10187 - REGION 22 EMERGENCY MGMT Total:		
11,177.12		

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Description (Payable)	Account Name	Amount
Vendor: 04089 - REGIONAL CARE INC		
Fund: 812 - HEALTH INSURANCE		
CLAIMS	CLAIMS EXPENSE	17,947.49
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	1,485.10
		Fund 812 - HEALTH INSURANCE Total: 19,432.59
		Vendor 04089 - REGIONAL CARE INC Total: 19,432.59
Vendor: 00798 - REGISTER OF DEEDS		
Fund: 111 - GENERAL		
FINAL PLAT-EAST PORTAL 2ND	LEGAL FEES	16.00
ORDINANCE 4371	LEGAL FEES	28.00
ORDINANCE 4370	LEGAL FEES	28.00
ORDINANCE 4369	LEGAL FEES	34.00
FINAL PLAT-RISE N SHINE	LEGAL FEES	16.00
		Fund 111 - GENERAL Total: 122.00
Fund: 213 - CEMETERY		
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
LEGAL	LEGAL FEES	10.00
		Fund 213 - CEMETERY Total: 80.00
		Vendor 00798 - REGISTER OF DEEDS Total: 202.00
Vendor: 02068 - ROHRER, JOSEPH		
Fund: 111 - GENERAL		
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	15.00
		Fund 111 - GENERAL Total: 15.00
		Vendor 02068 - ROHRER, JOSEPH Total: 15.00
Vendor: 10235 - RUSSEL'S AUTOMOTIVE		
Fund: 111 - GENERAL		
VEH MAINT-POL	VEHICLE MAINTENANCE	94.40
VEH MAINT-POL	VEHICLE MAINTENANCE	298.84
		Fund 111 - GENERAL Total: 393.24
		Vendor 10235 - RUSSEL'S AUTOMOTIVE Total: 393.24
Vendor: 00026 - S M E C		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	75.50
		Fund 713 - CASH & INVESTMENT POOL Total: 75.50
		Vendor 00026 - S M E C Total: 75.50
Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	280.00
		Fund 713 - CASH & INVESTMENT POOL Total: 280.00
		Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total: 280.00
Vendor: 10167 - SCB IBEW 1597 UNION DUES		
Fund: 713 - CASH & INVESTMENT POOL		
SCB IBEW 1597 UNION DUES	IBEW UNION DUES EE PAY	400.35
		Fund 713 - CASH & INVESTMENT POOL Total: 400.35
		Vendor 10167 - SCB IBEW 1597 UNION DUES Total: 400.35

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Description (Payable)	Account Name	Amount
Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION		
Fund: 713 - CASH & INVESTMENT POOL		
POLICE EE DUES	POL UNION DUES EE PAY	975.00
		Fund 713 - CASH & INVESTMENT POOL Total:
		975.00
Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:		
975.00		
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC		
Fund: 631 - WASTEWATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	108.00
		Fund 631 - WASTEWATER Total:
		108.00
Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:		
108.00		
Vendor: 09663 - SOUNDSLEEPER SECURITY INC.		
Fund: 111 - GENERAL		
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	1,984.00
CONTRACTUAL	CONTRACTUAL SERVICES	700.00
		Fund 111 - GENERAL Total:
		2,684.00
Fund: 631 - WASTEWATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	800.00
		Fund 631 - WASTEWATER Total:
		800.00
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	800.00
		Fund 641 - WATER Total:
		800.00
Vendor 09663 - SOUNDSLEEPER SECURITY INC. Total:		
4,284.00		
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-POL	CONTRACTUAL SERVICES	525.00
		Fund 111 - GENERAL Total:
		525.00
Vendor 01235 - STATE OF NE. Total:		
525.00		
Vendor: 00677 - TERRY D SCOTT		
Fund: 111 - GENERAL		
VEH MAINT PARK	VEHICLE MAINTENANCE	157.08
		Fund 111 - GENERAL Total:
		157.08
Vendor 00677 - TERRY D SCOTT Total:		
157.08		
Vendor: 00325 - TEXAS PNEUDRAULIC INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	1,701.15
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		1,701.15
Vendor 00325 - TEXAS PNEUDRAULIC INC Total:		
1,701.15		
Vendor: 01325 - THE PEAVEY CORP		
Fund: 111 - GENERAL		
INVEST SUPPL-POL	INVESTIGATIVE EXPENSES	19.42
		Fund 111 - GENERAL Total:
		19.42
Vendor 01325 - THE PEAVEY CORP Total:		
19.42		
Vendor: 09076 - TORRINGTON SOD FARMS		
Fund: 111 - GENERAL		
GROUND MAINT PARK	GROUNDS MAINTENANCE	253.00
		Fund 111 - GENERAL Total:
		253.00
Vendor 09076 - TORRINGTON SOD FARMS Total:		
253.00		
Vendor: 10383 - U AND U TRUCKING LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Contractual Services-SAN	CONTRACTUAL SERVICES	1,252.30
		Fund 621 - ENVIRONMENTAL SERVICES Total:
		1,252.30
Vendor 10383 - U AND U TRUCKING LLC Total:		
1,252.30		

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Description (Payable)	Account Name	Amount
Vendor: 09865 - UNION BANK & TRUST		
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	11,358.60
RETIREMENT	REGULAR RETIRE EE PAY	10,625.62
RETIREMENT	DEFERRED COMP EE PAY	483.61
RETIREMENT	DEFERRED COMP EE PAY	950.00
RETIREMENT	DEFERRED COMP EE PAY	1,959.76
RETIREMENT	RETIRE FIRE EE PAYABLE	5,643.08
RETIREMENT	RETIRE FIRE EE PAYABLE	7,060.34
RETIREMENT	RETIRE POLICE EE PAY	10,246.71
RETIREMENT	RETIRE POLICE EE PAY	9,673.19
Fund 713 - CASH & INVESTMENT POOL Total:		58,000.91
Vendor 09865 - UNION BANK & TRUST Total:		58,000.91
Vendor: 09840 - UNITED STATES WELDING		
Fund: 212 - STREETS		
SUPP - RENTAL ON CYLINDERS	DEPARTMENT SUPPLIES	25.00
Fund 212 - STREETS Total:		25.00
Vendor 09840 - UNITED STATES WELDING Total:		25.00
Vendor: 08828 - US BANK		
Fund: 111 - GENERAL		
MEDICAL SUPPLIES - ELECTRO...	DEPARTMENT SUPPLIES	392.56
DEPT SUPP PARK	DEPARTMENT SUPPLIES	384.19
MEMBERSHIP-POL	MEMBERSHIPS	75.00
BLDG MAINT-POL	BUILDING MAINTENANCE	131.96
NPZA MEMBERSHIP	MEMBERSHIPS	40.00
POSTAGE-POL	POSTAGE	21.60
DEPT SUPP PARK	DEPARTMENT SUPPLIES	17.00
NEWSPAPER SUBSCRIPTION- ...	SUBSCRIPTIONS	42.99
Department Supplies-REC	DEPARTMENT SUPPLIES	125.13
Fund 111 - GENERAL Total:		1,230.43
Fund: 631 - WASTEWATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	288.85
Fund 631 - WASTEWATER Total:		288.85
Fund: 641 - WATER		
EQUIP MAINT	EQUIPMENT MAINTENANCE	1,200.53
ELECTRIC POWER	ELECTRIC POWER	2,672.52
DEPT SUP	DEPARTMENT SUPPLIES	115.17
Fund 641 - WATER Total:		3,988.22
Vendor 08828 - US BANK Total:		5,507.50
Vendor: 10039 - WILSON ZECHARIAH		
Fund: 111 - GENERAL		
Contractual Services-REC	CONTRACTUAL SERVICES	700.00
Fund 111 - GENERAL Total:		700.00
Vendor 10039 - WILSON ZECHARIAH Total:		700.00
Vendor: 04826 - WRISTBANDS MEDTECH USA, INC.		
Fund: 111 - GENERAL		
Department Supplies-REC	DEPARTMENT SUPPLIES	1,599.00
Fund 111 - GENERAL Total:		1,599.00
Vendor 04826 - WRISTBANDS MEDTECH USA, INC. Total:		1,599.00
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

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Description (Payable)	Account Name	Amount
Vendor: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	542.35
GROUND MAINT PARK	GROUNDS MAINTENANCE	23.10
GROUND MAINT PARK	GROUNDS MAINTENANCE	258.95
DEPT SUPP PARK	DEPARTMENT SUPPLIES	170.16
	Fund 111 - GENERAL Total:	994.56
	Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total:	994.56
	Grand Total:	275,860.29

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	40,846.31	398.00
212 - STREETS	2,307.34	0.00
213 - CEMETERY	365.92	0.00
215 - SPECIAL PROJECTS	27.99	0.00
218 - PUBLIC SAFETY	3,000.00	0.00
621 - ENVIRONMENTAL SERVICES	3,342.76	0.00
631 - WASTEWATER	20,729.52	0.00
641 - WATER	26,726.14	0.00
713 - CASH & INVESTMENT POOL	159,081.72	159,081.72
812 - HEALTH INSURANCE	19,432.59	19,432.59
Grand Total:	275,860.29	178,912.31

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-52111-111	DEPARTMENT SUPPLIES	132.62	0.00
111-52111-116	DEPARTMENT SUPPLIES	1,984.00	0.00
111-52111-141	DEPARTMENT SUPPLIES	392.56	0.00
111-52111-142	DEPARTMENT SUPPLIES	2,264.57	0.00
111-52111-151	DEPARTMENT SUPPLIES	376.00	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,757.40	0.00
111-52111-172	DEPARTMENT SUPPLIES	2,611.10	0.00
111-52163-142	INVESTIGATIVE EXPENSES	19.42	0.00
111-52223-151	PROGRAMMING	371.79	0.00
111-52225-112	SUBSCRIPTIONS	42.99	0.00
111-52311-121	MEMBERSHIPS	40.00	0.00
111-52311-142	MEMBERSHIPS	75.00	0.00
111-52411-142	POSTAGE	210.43	0.00
111-52999-142	MISCELLANEOUS	781.00	0.00
111-53111-111	CONTRACTUAL SERVICES	739.99	0.00
111-53111-142	CONTRACTUAL SERVICES	6,825.56	0.00
111-53111-143	CONTRACTUAL SERVICES	11,177.12	0.00
111-53111-151	CONTRACTUAL SERVICES	210.25	0.00
111-53111-172	CONTRACTUAL SERVICES	1,700.00	0.00
111-53121-142	CONSULTING SERVICES	35.00	0.00
111-53211-121	LEGAL FEES	122.00	0.00
111-53421-142	BUILDING MAINTENANCE	131.96	0.00
111-53421-171	BUILDING MAINTENANCE	970.00	0.00
111-53441-111	EQUIPMENT MAINTENA...	333.96	0.00
111-53441-142	EQUIPMENT MAINTENA...	285.00	0.00
111-53441-171	EQUIPMENT MAINTENA...	126.38	0.00
111-53451-142	VEHICLE MAINTENANCE	393.24	0.00
111-53451-171	VEHICLE MAINTENANCE	157.08	0.00
111-53471-171	GROUNDS MAINTENAN...	563.50	0.00
111-53521-111	HEATING FUEL	370.15	0.00
111-53521-141	HEATING FUEL	91.81	0.00
111-53521-142	HEATING FUEL	91.82	0.00
111-53521-151	HEATING FUEL	173.27	0.00
111-53521-171	HEATING FUEL	338.97	0.00
111-53521-172	HEATING FUEL	1,432.36	0.00
111-53561-142	PHONE & INTERNET	1,494.76	0.00
111-53561-172	PHONE & INTERNET	40.01	0.00
111-53571-141	CELLULAR PHONE	159.52	0.00
111-53571-171	CELLULAR PHONE	39.93	0.00
111-53631-142	RENT-MACHINES	267.03	0.00
111-53711-142	SCHOOL & CONFERENCE	620.00	398.00
111-53741-112	TUITION SUPPORT	350.00	0.00
111-54311-111	STRUCTURES	546.76	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
212-52111-212	DEPARTMENT SUPPLIES	937.31	0.00
212-53451-212	VEHICLE MAINTENANCE	821.16	0.00
212-53521-212	HEATING FUEL	548.87	0.00
213-52111-213	DEPARTMENT SUPPLIES	202.78	0.00
213-53211-213	LEGAL FEES	80.00	0.00
213-53511-213	ELECTRICITY	43.21	0.00
213-53561-213	PHONE & INTERNET	39.93	0.00
215-52111-142	DEPARTMENT SUPPLIES	27.99	0.00
218-52111-142	DEPARTMENT SUPPLIES	3,000.00	0.00
621-53111-621	CONTRACTUAL SERVICES	1,252.30	0.00
621-53451-621	VEHICLE MAINTENANCE	1,959.58	0.00
621-53521-621	HEATING FUEL	130.88	0.00
631-52111-631	DEPARTMENT SUPPLIES	86.31	0.00
631-52181-631	UNIFORMS & CLOTHING	396.85	0.00
631-52611-631	CHEMICALS	5,641.90	0.00
631-53111-631	CONTRACTUAL SERVICES	800.00	0.00
631-53421-631	BUILDING MAINTENANCE	110.00	0.00
631-53441-631	EQUIPMENT MAINTENA...	933.70	0.00
631-53531-631	ELECTRIC POWER	12,760.76	0.00
641-52111-641	DEPARTMENT SUPPLIES	2,795.70	0.00
641-52117-641	SAMPLES	550.00	0.00
641-52181-641	UNIFORMS & CLOTHING	59.82	0.00
641-52411-641	POSTAGE	127.46	0.00
641-52611-641	CHEMICALS	5,561.45	0.00
641-53111-641	CONTRACTUAL SERVICES	934.08	0.00
641-53441-641	EQUIPMENT MAINTENA...	2,170.56	0.00
641-53461-641	FACILITY REPAIRS	877.50	0.00
641-53521-641	HEATING FUEL	191.56	0.00
641-53531-641	ELECTRIC POWER	13,458.01	0.00
713-21512	MEDICARE W/H EE PAY...	10,453.46	10,453.46
713-21513	FICA W/H EE PAYABLE	38,774.34	38,774.34
713-21514	FED W/H EE PAYABLE	29,346.77	29,346.77
713-21517	POL UNION DUES EE PAY	975.00	975.00
713-21518	FIRE UNION DUES EE PAY	280.00	280.00
713-21519	IBEW UNION DUES EE P...	400.35	400.35
713-21524	SMEC EE PAYABLE	75.50	75.50
713-21527	WAGE ATTACHMENT EE ...	183.65	183.65
713-21528	REGULAR RETIRE EE PAY	21,984.22	21,984.22
713-21529	DEFERRED COMP EE PAY	3,393.37	3,393.37
713-21531	RETIRE FIRE EE PAYABLE	12,703.42	12,703.42
713-21533	RETIRE POLICE EE PAY	19,919.90	19,919.90
713-21539	CHILD SUPPORT EE PAY	2,402.08	2,402.08
713-21541	HSA EE PAYABLE	11,254.66	11,254.66
713-21741	HSA ER PAYABLE	6,935.00	6,935.00
812-53862-112	CLAIMS EXPENSE	17,947.49	17,947.49
812-53863-112	FLEXIBLE BENFT EXPENS...	1,485.10	1,485.10
	Grand Total:	275,860.29	178,912.31

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	275,051.30	178,912.31
1420152999142	781.00	0.00
2122152111	27.99	0.00
	Grand Total:	178,912.31

UTILITY REFUNDS 6-1-26

Account #	Contact	Service Address	Refund Amount
005-3169-03	AARON GUERRERO	2418 AVE A SCOTTSBLUFF NE 69361	16.98
010-5313-13	FRANCHESKA MULLENDORF	414 W 24TH SCOTTSBLUFF NE 69361	8.92
070-5603-02	PAMELA A. COLE-MILLIGAN	626 E 28TH ST SCOTTSBLUFF NE 69361	67.97
010-2236-03	TOM E HALLIGAN	3010 AVE G SCOTTSBLUFF NE 69361	66.28
020-4791-10	SPIRIT HUGHES	1806 AVE H SCOTTSBLUFF NE 69361	75
040-2759-01	ANNA M WILSON	1313 W OVERLAND SCOTTSBLUFF NE 69361	12.28
6			\$247.43

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 8.a

Council to be presented the Economic Development Certified Community (EDCC) Award, for the City of Scottsbluff, from Brittany Hardin with the Nebraska Department of Economic Development.

Staff Contact: Sharaya DeSersa

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 8.b

Council to receive the annual report from Regional West Emergency Medical Services.

Staff Contact: Kevin E Spencer



 *Regional West*
Emergency Medical Services

*2025 Annual Report to the
Scotts Bluff County Board of Commissioners*

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Introduction

The Regional West Medical Center EMS team presents this report reflecting on the accomplishments and challenges of 2025.

Throughout the year, our EMTs and Paramedics faced significant change with the implementation of new evidence-based treatments, the adoption of updated protocols, and operational adjustments. Despite these challenges, our team met or exceeded clinical quality measures while responding to clusters of calls, major medical emergencies, and critical trauma incidents.

Tragically, 2025 also required our team to respond to, care for, and ultimately say goodbye to one of our own. Even in the midst of profound loss, I witnessed this team persevere—continuing to serve our community with professionalism and compassion while carrying heavy hearts.

I am proud their accomplishments and dedication to the patients we have the honor to serve

Shawn Baumgartner, NRP ASM
Director, Regional West Emergency Medical Service

Regional West Health Services Mission and Values

 <p>Mission</p>	 <p>Values</p>	 <p>Vision</p>
Always act in the best interest of our patients	Compassion Excellence Integrity	Community Innovation Stewardship
		Inspiring healthy and thriving communities

Gratitude

First, Regional West EMS wishes to extend our gratitude to our Patients for the thank you's both verbal and written. These remind us that what we do is impactful and important.

Special Appreciation to;

- Jeff Hollway, our Physician Medical Director, for his mentorship, experience, expertise, and the pursuit of the mission to always act in the best interest of our patients.
- The Regional West Foundation for the funds to purchase our community paramedic vehicle
- The Friends of Regional West, who graciously provided the funds to purchase a blood warmer with initial supplies, as well as a specialized blood cooler for blood storage. Our Friends also graciously support our End-of-Life program.
- The 100 Women's Charity for supporting our End-of-Life Program.

History

Originally established in July 2002 as *Emergency Response Care*, Regional West Emergency Medical Service was created through a cooperative agreement between Regional West Medical Center, Valley Ambulance Services, the City of Sidney, Cheyenne County, and Memorial Health Center.

Under the name Regional West Emergency Medical Service (Regional West EMS), the organization grew with a clear directive: to build a regional emergency response and inter-facility transport network capable of serving the Nebraska Panhandle. Over time, this mission led to the development of additional EMS stations in Oshkosh, Kimball, Ogallala, Chadron, and Gordon, supported by a team of approximately 80 EMTs and paramedics. As healthcare demands evolved a difficult decision was made in mid-2023 to close all outlying EMS stations. This decision was driven by workforce shortages, the lasting impacts of the COVID-19 pandemic, and reimbursement rates that did not keep pace with rising operating costs. Resources were consolidated with Valley Ambulance Services to ensure long-term sustainability and high-quality patient care.

On November 1, 2023, Regional West EMS became the primary EMS provider and transporting agency for the Cities of Gering and Scottsbluff. The service also continued the long-standing co-response partnerships with volunteer agencies in Minatare, Mitchell, Morrill, Lyman, Bayard, and Banner County. Today, Regional West EMS responds to more than 5,000 calls annually across nearly 1,600 square miles, delivering high-quality pre-hospital care.

Leadership

Regional West EMS is a department within the Regional West Medical Center under the leadership of Ned Resch, President and CEO of Regional West Health Services.

Regional EMS operates under Marsia Nicol, Executive Director of Emergency Services. For the first time in the history of Regional West Medical Center, all departments involved in emergency care report to and are coordinated under a single executive leader. These departments include the Emergency Department, EMS, Air Link, Transfer Center/Communications, Trauma Services, and the Behavioral Health Unit.

Within the EMS department, leadership is provided by Jeff Holloway, Physician Medical Director, Shontrice Salazar, Office Coordinator/EMT; Robby Rhembrandt, Clinical Coordinator/Paramedic; and Shawn Baumgartner, Director/Paramedic. Collectively, they lead a dedicated team of 22 EMTs, Advanced EMTs, and Paramedics committed to delivering exceptional patient care.

EMS Response - A System

Essential ground emergency medical services in Scotts Bluff County are delivered through a coordinated, multi-agency system. This system includes Regional West EMS; the Scotts Bluff County Consolidated Communications Center; the City of Scottsbluff Fire Department; Gering Volunteer Fire Department; Minatare Volunteer Fire Department; Mitchell Volunteer Fire Department; Morrill Volunteer Rescue Service; Lyman/Kiowa Fire District; and Scottsbluff Rural Fire District. At the regional level, the system also includes Banner County Volunteer Fire Department and Bayard Fire & Rescue.

For 911 medical calls, both the local responding EMS agency and Regional West EMS are dispatched simultaneously. Within the Scottsbluff and Gering ZIP codes, Regional West EMS serves as the primary patient transport provider, as the Scottsbluff Fire Department, Gering Volunteer Fire Department, and Scottsbluff Rural Fire District do not provide patient transport services. While other agencies within the county have patient transport capabilities, Regional West EMS provides advanced life support (ALS) response, tiered coverage, or backup when those services are unable to respond.

2025 Synopsis

- Response Statistics
 - Total responses 5,374
 - Total emergent responses 4,586
 - 0.4% decreased in total calls from 2024
 - 1,501 of the emergency responses resulted in no patient transport
 - 97.7% of no-transport responses resulted in no reimbursement with service provided at no charge
 - 7.4% increase in no patient transport responses from 2024
 - 13 Responses to Scotts Bluff County Detention Center with 11 being county detainees
 - 502 Call cluster events in which two ambulances were assigned to incidents and a third call was dispatched

- Community Paramedic
 - Program Start March 24th 2025
 - 17 patients enrolled during the year with 82 visits
 - Helped to build a bridge between patient and Regional West Medical Center and Primary Care Providers
 - 1 hospital re-admit in 30 days post discharge
 - Patient satisfaction scores with 5 being highest ranged from 4.56 to 4.83

- Field Blood administration Project
 - First ground EMS service in Nebraska have a field blood administration project
 - 75 responses had blood delivered or taken to the emergency scene
 - 5 patient received whole blood
 - 4 patients discharged neurologically intact
 - 11 additional patients met criteria however logistically blood could not be delivered to the emergency scene

- Encouragement and Support Projects
 - Hospice patient and family special gift from EMS with words of encouragement
 - Condolence cards given family of out-of-hospital deaths

- Quality Matrix
 - Met or exceeded goals in 5 of the 11 categories
 - Many of the unachieved goal has steady improvement during the year

Community Paramedic Program

On March 24th, 2025, Regional West EMS enrolled the first patient in our Community Paramedic Program. The inspiration for this program was based on a 2014 pilot study conducted at Regional West Medical Center utilizing local paramedics to help bridge gaps in healthcare after the patient was discharged.

Program Goals

Utilize community paramedics for the purpose of advancing the health and wellness of the patient through;

- Bridging communication between Regional West and patients in their homes
- Increased access to healthcare for underserved populations and community members
- Improve the recovery time from acute conditions and improve care of chronic conditions
- Develop a strong working connection between the patients enrolled in the program, healthcare providers and the patient's family
- Connect patients to community resources based on the needs of the patient
- Reduce hospital readmission and emergency department visits and ambulance transports by providing direction through a variety of Regional West Departments and stakeholders within the community.

Process

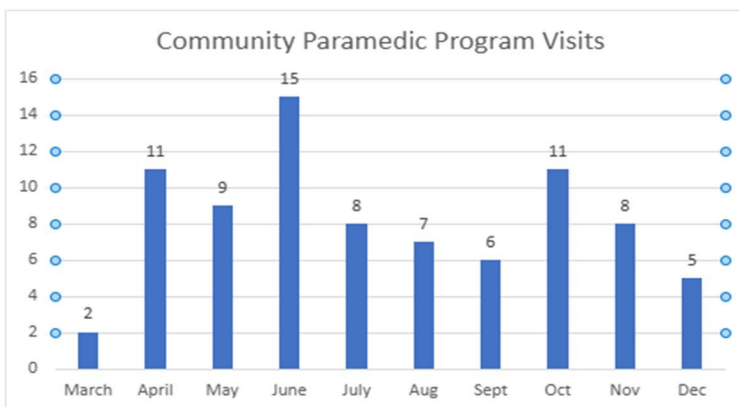
Patients with a primary or secondary diagnoses of pneumonia, chronic obstructive pulmonary disease, and/or congestive heart failure are offered up to six weeks of follow-up care through the Community Paramedicine Program at no charge.

During the initial home visit, the community paramedic;

- Completes a comprehensive assessment
- Review of hospital discharge instructions
- Medication reconciliation and education
- Confirmation of follow-up appointments with healthcare providers
- The patient's primary care provider receives the Community Paramedic's report

Based on findings from the initial visit, the community paramedic and the patient collaboratively establish a plan for ongoing home visits, which may continue for up to six weeks. At the end of the initial six-week period, the community paramedic conducts a formal evaluation of the patient's progress. At that time, the patient either graduates from the program, or continues home visits for an additional two weeks, if clinically indicated.

Each home visit is thoroughly documented. A summary of each visit is provided to the patient's primary care provider to ensure continuity of care and timely communication.



The program made 87 visits to 17 patients that met program criteria and agreed to participate.

Two patients had their visits extended beyond six weeks.

One patient required re-admission to the hospital and two patients were seen in the Emergency Department and discharged.

Community Paramedic Program

Patient Satisfaction 0-5

Community Paramedic Patient Survey	
I was satisfied as a patient enrolled in the CPP	4.83
I would recommend family to the CPP	4.75
I felt respected and listened to by the Community Paramedic	4.83
The Community paramedic made me feel hopeful and motivated about my health	4.83
Without the CPP, I would have been readmitted to the hospital	4.56
Without the CPP, I would have had to go back to the Emergency Department	4.56
The CPP met my healthcare needs	4.83
The CPP improved my outlook of the care provided by Regional West Health Services	4.83
The scheduling and communication were easy and manageable	4.75
The CPP improved the care I received from Regional West Health Services	4.42

Project Review

The community paramedic program included several positive returns on the investment of resources, including

- Improved patient outcomes
- Improved patient experience
- Improved ability for patients to remain independent at home
- Reduced hospital re-admissions

Goals for 2026

The goals for the Community Paramedic

- Recruit two Community Paramedics
- Expand service to include
 - Oncology patients
 - Post surgical patients
 - Neurological patients such as post stroke

Process Improvements for 2026

Improve methods for direct contact with primary care providers to facilitate orders such as prescription changes and lab orders in a timelier manner.

Field Blood Administration Project

On August 1st, 2024, Regional West EMS became the first ground EMS service in Nebraska to implement a system capable of retrieving, transporting, and administering whole blood and/or packed red blood cells in the prehospital setting.

Project Goal

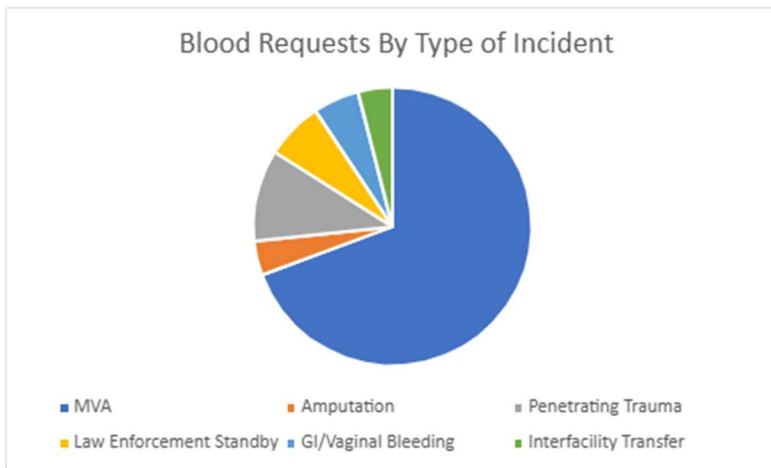
To initiate whole blood and/or packed red blood cell transfusion for patients exhibiting signs and symptoms of hemorrhagic shock in the field without delaying transport to definitive care.

Process

Dispatch information is evaluated upon the initial notification and any updates. When a response involves significant trauma, gastrointestinal bleeding, or post-partum/vaginal hemorrhage, the lead paramedic coordinates both the clinical response and the retrieval of blood products and the blood warmer from the West Nebraska Blood Bank at Regional West Medical Center.

While an ambulance is enroute to the incident, another EMS resource retrieves the blood products and blood warmer then responds to the scene or intercepts the transporting unit enroute to the hospital.

Blood Administration Project Data 8/1/2024 to 12/31/2025

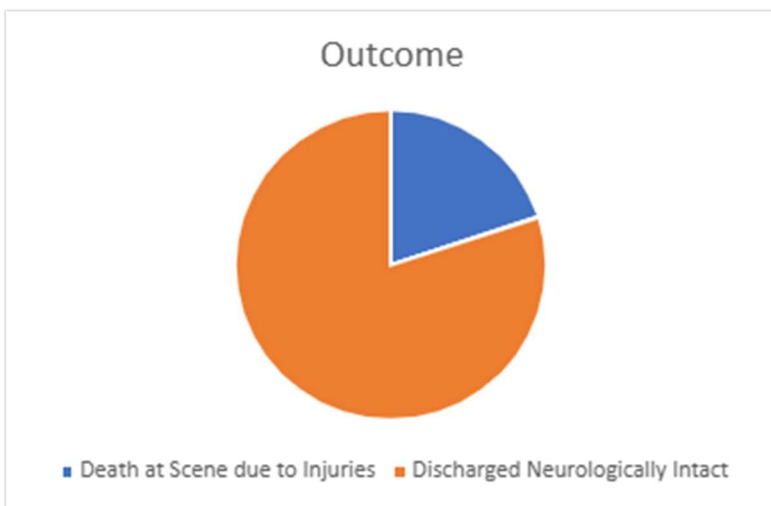


Based on dispatch information blood was requested for 75 incidents.

Motor vehicle accidents accounted for the largest number with 54 requests.

Penetrating trauma with 8 requests followed by 5 law enforcement standby incidents.

Additionally, 4 requests for GI/vaginal bleeding and 3 each for amputation and interfacility transfers.



Five patients received blood while in Regional West EMS care.

Four patients were discharged neurologically intact with early blood intervention playing a key role in the positive outcome of these patients.

One patient was in cardiac arrest upon arrival, despite appropriate interventions, including receiving a unit of blood the patient expired.

Field Blood Administration Project

Process Improvement for 2026

Regional West EMS will maintain whole blood and/or packed red blood cells at the Scottsbluff Station in a specialized portable blood cooler that provides real-time temperature monitoring, alerts when the container is opened, and tracks all required temperature parameters.

Goal for 2026

Reduction of time (25% or 8 minutes) from EMS notification to blood enroute to the incident.

Encouragement and Support Projects

Encouragement During End of Life

Regional West EMS recognized a need to improve support for patients and families during some of life's most difficult moments, particularly when a patient is going home on hospice care or when a loved one passes at home.

Hospice Bags

When Regional West EMS transfers a patient from the hospital to home for hospice care, our crews present the patient and their family with a small collection of comfort items. With the generous support of the Friends of Regional West, these hospice bags are provided to offer both comfort and encouragement. Each bag also includes a handwritten card signed by the EMS team and a jar filled with thoughtful words of encouragement and support.

Sympathy Card Provided at Scene

In situations where a patient has expired and EMS staff must notify family members; Regional West EMS provides a sympathy card that includes our contact information. Families often have questions or concerns in the days following a loved one's passing, and this outreach encourages them to contact us.

In 2026 we plan to provide nationally recognized training to our EMS staff on Death Notifications. This training will have a positive impact on families and loved ones, while also supporting the mental health of EMS staff.

Standby Services

Community Event Support

Regional West EMS provides event standby services based on the event type, number of participants, and spectators, while ensuring uninterrupted 911 coverage. Event standby resources are often positioned in the background, readily available but not always visible, to best integrate with the overall safety plan.

Regional West EMS provided standby support for the Horizon Music Festival, Monument Marathon, Oregon Trail Days parade and 5K, Old West Balloon Festival, Summit to Summit Run, Polar Plunge, the Warrior Run, Festival of Hope 5K, Robidoux Gravel Ride, Scotts Bluff County Fair and various sporting events.

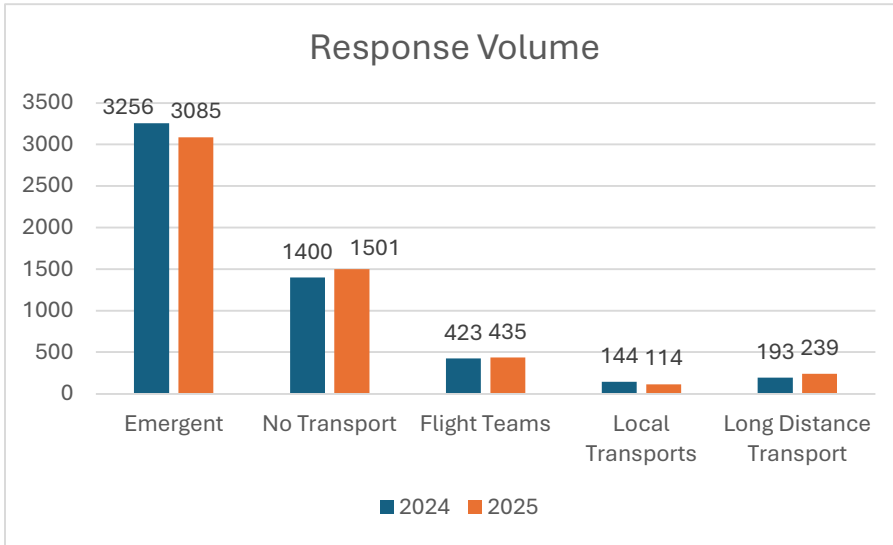
Public Safety Standbys

In cooperation with local law enforcement and fire services, Regional West EMS responds to requests for public safety standbys. Throughout the county, we supported fellow responders during 19 incidents.

In 2025, Regional West EMS began piloting a Fire Incident Support Procedure in cooperation with the City of Scottsbluff Fire Department. This procedure involves deploying key equipment to the front of the fire building while positioning the ambulance to allow rapid exit if required for emergency transport. The procedure also includes establishing firefighter rehabilitation support. As this process is refined, Regional West EMS plans to expand its use to all structure fire standby responses.

In 2026 Regional West EMS will be expanding and improving our support of Law Enforcement standbys. This includes coordination with the command structure for pre-deployment of EMS resources and providing rapid response to an injured officer or injured persons. In situations in which an unplanned event occurs such as a barricaded subject or SWAT response we will coordinate with the command structure to deploy resources that can rapidly and safely be moved into a situation to care for an injury prior to transport.

Response Statistics



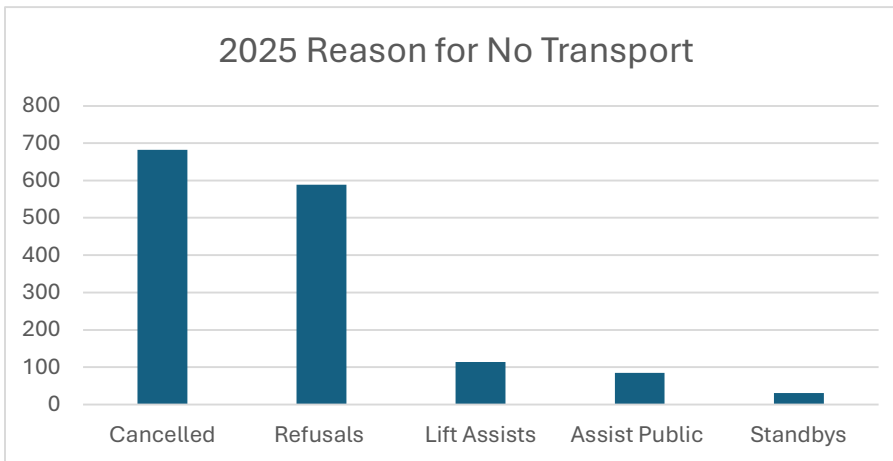
Total Response Volume decreased slightly from 5,416 in 2024 to 5,374 in 2025, representing a 0.4% decrease (44 responses) overall.

Non-Transport Responses increased by 7.2% (101 responses)

Flight Team Transports rose by 2.8% (12 transports)

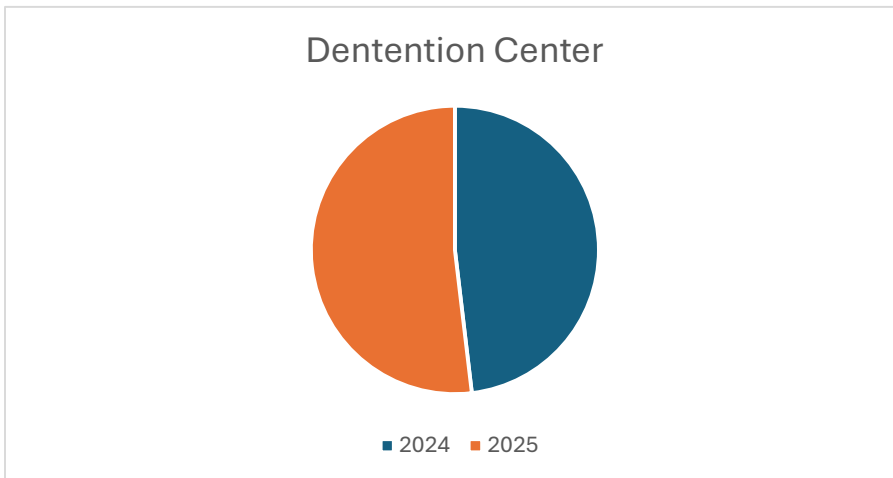
Local Transports experienced a 29% decrease (30 transports)

Long-Distance Transports increased by 23.8% (46 transports)



Nearly one-third (29.9%) of all responses resulted in no transport.

The vast majority (97.7%) of no-transport responses result in no reimbursement and were delivered at no charge.

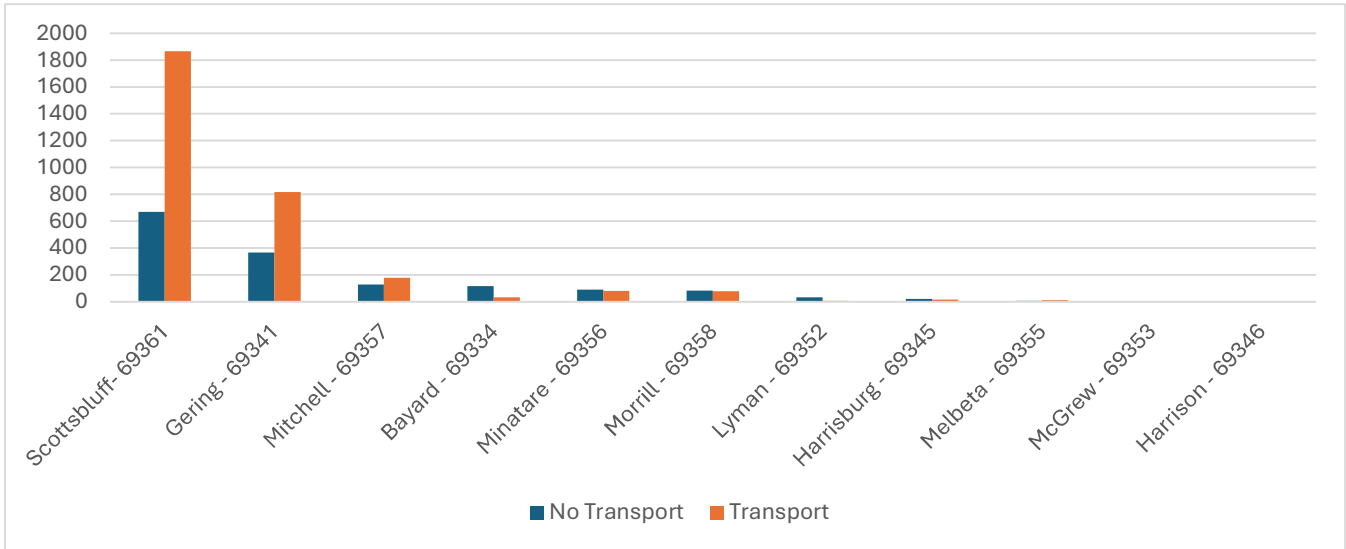


In 2024 we transported 13 patients, one of which was a federal inmate.

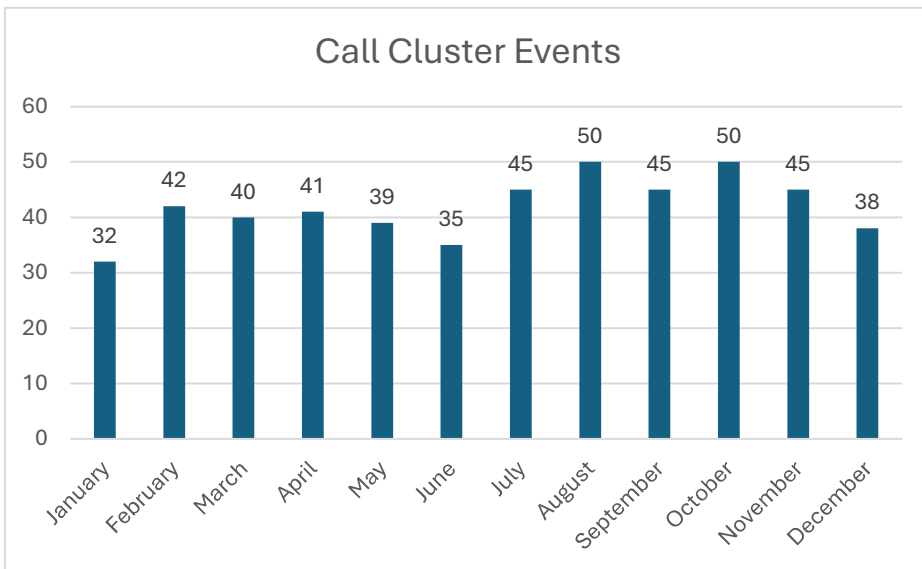
In 2025 we transported 14 patients, two of which were federal inmates.

Response Statistics

Responses by Zip Code

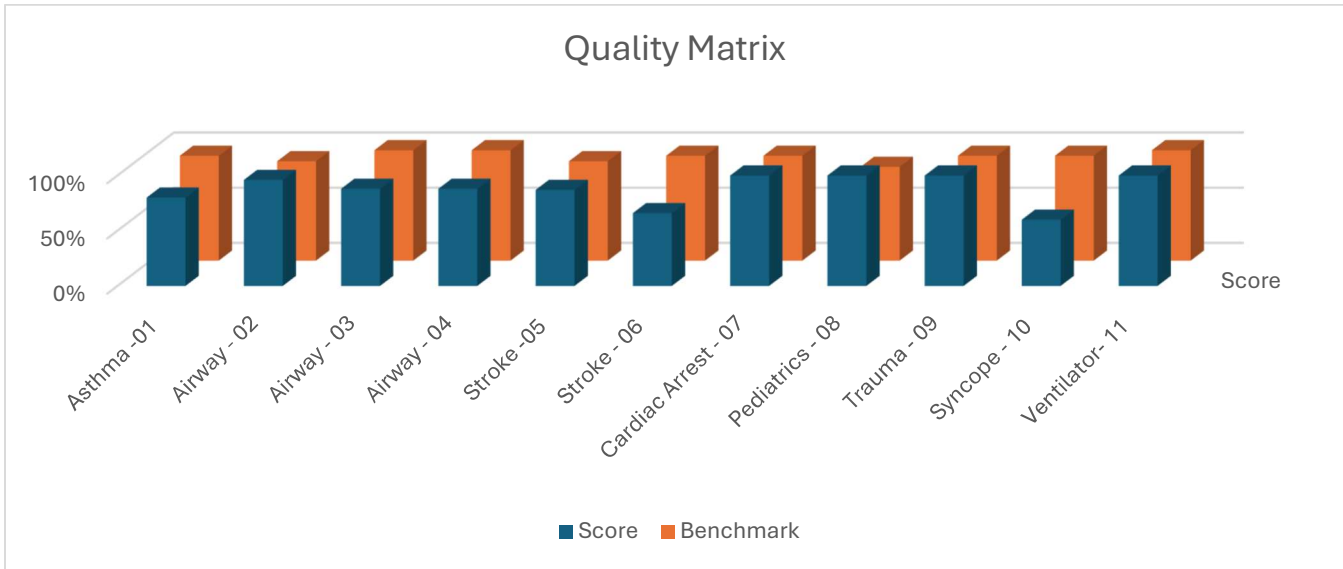


Zip Code	No Transport	Transport	Zip Code	No Transport	Transport
Scottsbluff-69361	668	1866	Lyman - 69352	31	5
Gering - 69341	365	817	Harrisburg - 69345	20	16
Mitchell - 69357	127	178	Melbeta - 69355	6	10
Bayard - 69334	115	32	McGrew - 69353	0	3
Minatare - 69356	88	79	Harrison - 69346	0	1
Morrill - 69358	81	78	*Emergent Calls Only Flight Teams & Transports Not Included		



Call Cluster Events are situations in which two ambulances are assigned to incidents and another call for service has been dispatched which occurred 502 times.

Quality Matrix



Matrix	Description	Score	Benchmark
Asthma -01	Percentage of patients with asthma with a complaint of shortness of breath had an aerosolized beta agonist administered	80%	95%
Airway - 02	Percentage of successfully placed advanced airways had waveform capnography performed	96%	90%
Airway - 03	Percentage of patients in which an advance airway was placed had at least three methods of confirmation documented, initially, after each move, at patient hand off and any patient deterioration events	88%	100%
Airway - 04	Percentage of first pass success of endotracheal intubation procedure	88%	100%
Stroke -05	Percentage of patients with suspected stroke in which a RACE* score is completed	87%	90%
Stroke - 06	Percentage of patients in which a Stroke Alert is activated have a 10 minute or less scene time (Patient contact to off scene)	66%	95%
Cardiac Arrest - 07	Percentage of cardiac arrest patients that achieve ROSC**in which hypotension was assessed and treated for post arrest hypotension	100%	95%
Pediatrics - 08	Percentage of Pediatric cardiac arrest patient who received supraglottic airway placement and initial dose of epinephrine <6 minutes of arrival at scene	100%	85%
Trauma - 09	Percentage of traumatic cardiac arrest patients who received bilateral chest decompression	100%	95%
Syncope - 10	Percentage of patients with syncope had 12 lead ECG performed	60%	95%
Ventilator- 11	Percentage of patients placed on BIPAP had a 10% or greater improvement in SPO2	100%	100%

* Rapid Arterial Occlusion Evaluation (RACE)

**Return Of Spontaneous Circulation (ROSC)

Quality Matrix

Quality Fall Outs

Matrix	Description	Score	Benchmark
Asthma -01	<p>Percentage of patients with asthma with a complaint of shortness of breath had an aerosolized beta agonist administered</p> <ul style="list-style-type: none"> • Asthma only patients without other co-morbidities are low volume • All fallouts were in 1st Quarter of the year • 2nd and 4th quarter scores 100% • No patient met criteria in 3rd quarter 	80%	95%
Airway - 03	<p>Percentage of patients in which an advance airway was placed had at least three methods of confirmation documented, initially, after each move, at patient hand off and any patient deterioration events</p> <ul style="list-style-type: none"> • Low volume with high value for positive patient outcome • Fallouts occurred during the 1st and 4th quarters due to missing one confirmation after moving the patient • All patients had confirmation of placement initially, and at patient hand off 	88%	100%
Airway - 04	<p>Percentage of first pass success of endotracheal intubation procedure</p> <ul style="list-style-type: none"> • Low volume/High risk procedure • An additional 9% of the patients were successfully intubated on the second pass 	88%	100%
Stroke -05	<p>Percentage of patients with suspected stroke in which a RACE score is completed</p> <ul style="list-style-type: none"> • Low volume with high value for positive patient outcome • 1st and 3rd Quarters exceed goal • Documentation within the electronic patient care record is cumbersome 	87%	90%
Stroke - 06	<p>Percentage of patients in which a Stroke Alert is activated have a 10 minute or less scene time</p> <ul style="list-style-type: none"> • Low volume with high value for positive patient outcome 	66%	95%
Syncope - 10	<p>Percentage of patients with syncope had 12 lead ECG performed</p> <ul style="list-style-type: none"> • Improved through 3rd and 4th Quarter • The younger the patient the least likely a 12 lead ECG done 	60%	95%

Fee Schedule

HCPCS Code	DISCRIPTION	Medicare Allowable	NE Medicaid Allowable
A0428	Basic Life Support Non-Emergency	277.30	189.93
A0429	Basic Life Support Emergency	443.68	154.89
A0426	Advanced Life Support Non-Emergency	332.76	387.24
A0427	Advanced Life Support Emergency	526.87	387.24
A0433	Advanced Life Support Level 2	762.57	387.24
A0427	Mileage (Per Transport Mile)	14.13/Mile 1-17	6.35
		9.42/Mile >17	

- Medicare and Medicaid Allowable is the maximum amount approved.
- Nebraska Medicaid does not pay mileage for patient transport within the same zip code.

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 8.c

Council to discuss and consider action on a Community Festival Permit for Western Nebraska Wrestling League and the Midwest Theater for the Mayhem at the Midwest Event on June 13, 2026 from 4:00-8:00 p.m. to include vendor and noise permits and the closing of Broadway between 17th and 18th Streets from 2:00-8:30 p.m.

Staff Contact: Kevin E Spencer

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

Community Festival/Business Promotion

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

Street Carnival

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

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

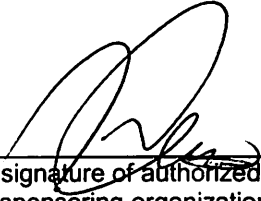
Yes _____ No

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

Dated: 05/13/2026

Signed:

Western Nebraska Wrestling League
(name of sponsoring organization)


(signature of authorized representative of sponsoring organization)

Midwest Theater
(name of co-sponsoring organization)


(signature of authorized representative of co-sponsoring organization)

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 8.d

Council to discuss and consider action on a Community Festival Permit for GYMRAT Basketball, LLC for the Project 308 Hoopla Event on July 25, 2026 from 9:00 a.m. to 3:00 p.m. to include vendor and noise permits and the closing of Broadway between 17th and 19th Streets from 8:00 a.m.-4:00 p.m.

Staff Contact: Matthew Carpenter

**APPLICATION
COMMUNITY FESTIVAL, BUSINESS PROMOTIONAL EVENT, CARNIVAL
PERMIT**

To be filed with the city Clerk at least 14 days, but no more than one year before proposed event

1. GYMRAT BASKETBALL LLC
(name of sponsoring organization)
1875 Mitchell pass Gering NE 308-631-8713
(street) (city) (state) (telephone number)
Trey Winkler 308-631-8713
(chairperson responsible for event) (day telephone number)

2. _____
(name of co-sponsoring organization)

(street) (city) (state) (telephone number)

(contact person) (day telephone number)

3. **Event Information**

Project 308 Hoopla
(name of event)
July 25th 2026 9:00 am - 3:00 pm
(date(s) of event) (time(s) of event)
Broadway street from 17th street to 19th street
+ the plaza
(location of event)

4. **Activity Information**

Describe general activities including whether there will be any vendors, music, loudspeakers Serving or selling of alcoholic beverages*, etc.)

3on 3 Youth Basketball, food trucks, Band in the plaza.

*If alcoholic beverages will be sold or served, a special permit will be required. The applicant should contact the City Clerk for more information

5. **Street Closure**

Broadway from 17th street to 19th street.
Please note any streets to be closed and the times required for closure from 8:00 a.m to 4:00 p.m.

6. **Flags/Banners/Signs**

NA

7. **Carnivals - If event includes a carnival, the next sheet should be completed.**

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

Community Festival/Business Promotion

Street Carnival

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

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

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

Yes _____ No X

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

Dated: 5/15/2026

Signed:

GYMRAT BASKETBALL LLC

(name of sponsoring organization)

[Signature]

(signature of authorized representative of sponsoring organization)

(name of co-sponsoring organization)

(signature of authorized representative of co-sponsoring organization)

Project 308 Hoopla

Downtown Scottsbluff 3-on-3 Basketball Festival

Project 308 Hoopla is a one-day outdoor 3-on-3 basketball festival designed to bring athletes, families, businesses, and the community together in Downtown Scottsbluff. The goal is to create a high-energy regional event that activates downtown streets while showcasing Scottsbluff as a destination for youth sports and community events.

Event Overview

Divisions	3rd–12th Grade Boys & Girls
Total Divisions	8 Divisions
Teams	Up to 64 Teams
Estimated Attendance	1,000+ Throughout The Day
Tournament Format	Pool Play + Single Elimination
Event Hours	9:00 AM – 4:00 PM

Vision For Downtown Scottsbluff

The vision behind Project 308 Hoopla is to temporarily transform Downtown Scottsbluff into an outdoor basketball festival that creates excitement, community engagement, and increased business activity. Families would spend the entire day downtown enjoying basketball, food trucks, live music, contests, and local businesses.

The long-term goal is to establish Hoopla as an annual summer event that Scottsbluff becomes known for throughout Western Nebraska and surrounding regions.

Event Layout & Schedule

The proposed event would utilize temporary portable basketball hoops placed directly on downtown streets to create 12 outdoor basketball courts. The downtown setting is what makes the event unique and creates the festival-style atmosphere.

Planned Event Features

- 12 temporary outdoor basketball courts
- Food truck area
- Live music performance
- 3-point contest
- Team check-in and operations area
- Spectator viewing areas
- Downtown business exposure
- Family-friendly community atmosphere

Updated Event Schedule

Time	Activity
9:00 AM – 12:00 PM	Pool Play Games
12:00 PM – 1:00 PM	3-Point Contest / Community Break
1:00 PM – 4:00 PM	Single Elimination Tournament

Event Structure Improvements:

- A dedicated 12–1 PM break encourages families to eat downtown and interact with local businesses.
- Condensing tournament play into the afternoon creates stronger championship energy and spectator engagement.
- A simplified schedule improves organization, pacing, and overall event flow.
- The structure keeps athletes and families downtown for the entire day rather than leaving between games.

Community & Economic Impact

Project 308 Hoopla is designed to positively impact Downtown Scottsbluff through tourism, community engagement, and increased business activity. The event would bring athletes and families from across Western Nebraska, Eastern Wyoming, and Northern Colorado into the community.

Potential Community Benefits

- Increased downtown foot traffic
- Additional restaurant and retail exposure
- Hotel stays from traveling teams
- Regional tourism exposure for Scottsbluff
- Positive community engagement through youth sports
- Opportunity for local sponsorship partnerships
- Potential future annual event growth

Operations & Safety

Project 308 Hoopla would prioritize organization, safety, and professionalism throughout the event. Portable hoops would be safely weighted and secured, while tournament operations would include designated supervisors, structured scheduling, and emergency access lanes.

- Liability insurance coverage
- Street barricades and pedestrian safety
- Court supervisors and event staff
- Trash and cleanup plan
- Emergency vehicle access maintained
- Structured tournament operations

City Partnership Request

To successfully host Project 308 Hoopla in Downtown Scottsbluff, partnership and approval from the City of Scottsbluff would be requested in the following areas:

- Temporary downtown street closures
- Approval for portable basketball hoops on city streets
- Traffic barricades and street safety support
- Permission for temporary chalk court markings
- Access to public trash cans and restroom facilities
- Approval for food trucks and live music
- General city partnership and collaboration

Why This Event Fits Scottsbluff

Project 308 Hoopla has the opportunity to become a unique signature event for Scottsbluff by combining youth sports, downtown activity, local businesses, and community engagement into one experience. The event is designed to create positive energy downtown while giving families and athletes a reason to spend the entire day in Scottsbluff.

The goal is not just to host a tournament, but to build an event that continues to grow each year and becomes part of the city's summer identity.

Presented By:

Trey Winkler

GYMRAT BASKETBALL LLC

Project 308 Basketball

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 8.e

Council to discuss and consider action on a Community Festival Permit for the Beef, Beans, & Bluegrass Festival on Sunday, August 23, 2026 from 9:00 a.m.- 3:00 p.m. to allow for food trucks to park by the curb along 1st Avenue. Permit also includes the closing of 29th Street from 7:00 a.m. to 4:00 p.m. for bounce house access.

Staff Contact: Kevin E Spencer

**APPLICATION
COMMUNITY FESTIVAL, BUSINESS PROMOTIONAL EVENT, CARNIVAL
PERMIT**

To be filed with the city Clerk at least 14 days, but no more than one year before proposed event.

1. Beef Beans & Bluegrass Festival
(name of sponsoring organization)
308-631-1563
(street) (city) (state) (telephone number)
Amy Weetphal
(chairperson responsible for event) (day telephone number)

2. _____
(name of co-sponsoring organization)

(street) (city) (state) (telephone number)

(contact person) (day telephone number)

3. **Event Information**
Beef Beans & Bluegrass Festival
(name of event)
August 27th - 23rd 10-10 Saturday
(date(s) of event) (time(s) of event)
Plaza & Frank Park Sunday
(location of event)

4. **Activity Information**
 Describe general activities including whether there will be any vendors, music, loudspeakers. Serving or selling of alcoholic beverages*, etc.)
This is for 2nd day @ Frank Park
We will have a few food trucks next to curb
*If alcoholic beverages will be sold or served, a special permit will be required. The applicant should contact the City Clerk for more information.
running North & South (by armory)

5. **Street Closure**
Sunday - We would like to close street
Please note any streets to be closed and the times required for closure
running EAST & West for Bounce

6. **Flags/Banners/Signs**
We will have them on fences Houses

7. **Carnivals - If event includes a carnival, the next sheet should be completed.**
29th Street
from 7:00 am
to 4:00 pm



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

Community Festival/Business Promotion

Street Carnival

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

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

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

Yes No

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

Dated: May 15, 2026

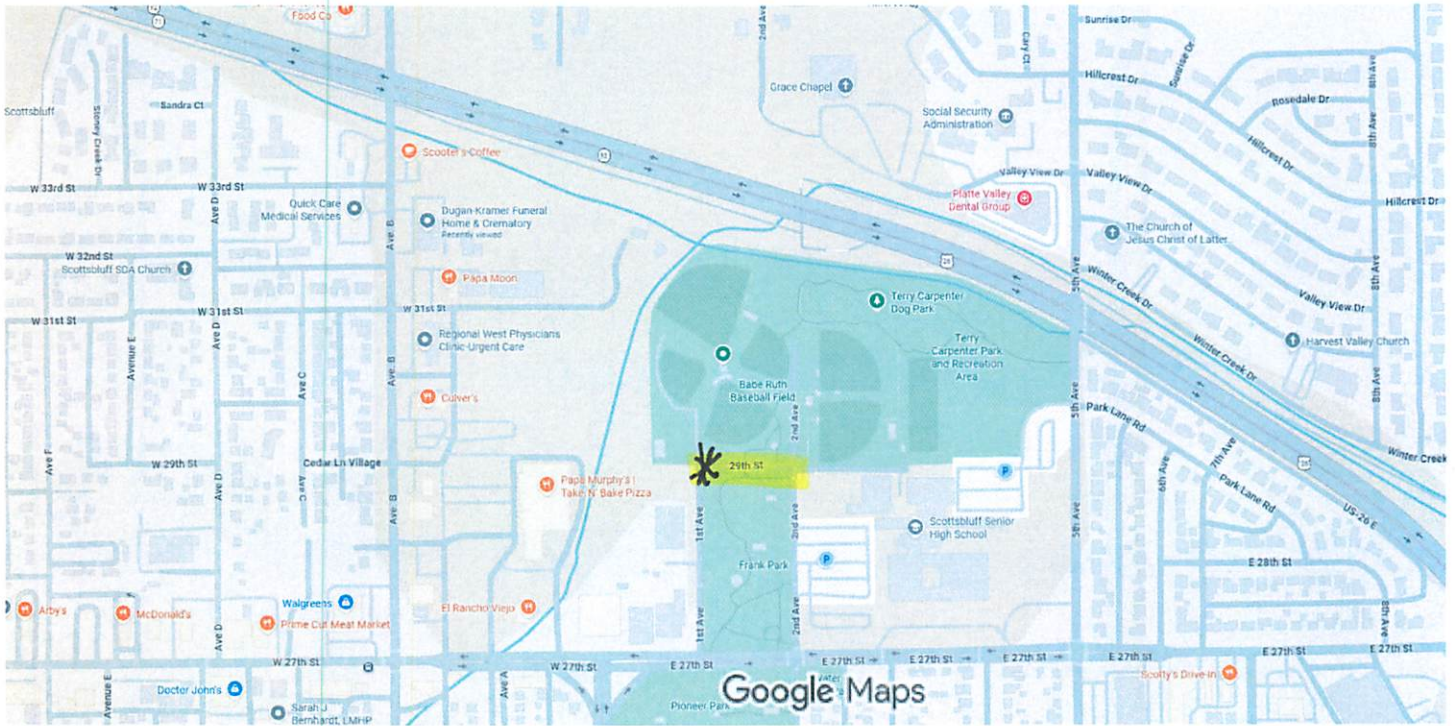
Signed:

Beef Beans & Bluegrass Festival
Amy Mastone
(name of sponsoring organization)

Amy Mastone
(signature of authorized representative of sponsoring organization)

(name of co-sponsoring organization)

(signature of authorized representative of co-sponsoring organization)



Imagery ©2026, Map data ©2026 Google 200 ft

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 9.a

Council to consider action on the first reading of the Ordinance to Annex Sanitary Improvement District No. 8, comprising of Blocks 1-15, Fairway Estates Subdivision, Scotts Bluff County, Nebraska, situated in Section 10, Township 22 North, Range 55 West of the 6th P.M.

Staff Contact: Kevin E Spencer

Agenda Statement

Item No. DS26-23

For Meeting of: 6-1-2026

AGENDA TITLE: Council to consider action on first reading of the Ordinance to Annex Sanitary Improvement District No. 8, comprising of Blocks 1-15, Fairway Estates Subdivision, Scotts Bluff County, Nebraska, situated in Section 10, Township 22 North, Range 55 West of the 6th P.M.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Zachary Glaubius, Development Services Director

SUMMARY EXPLANATION: At the May 11, 2026 Planning Commission meeting, the Planning Commission made a positive recommendation on annexation petition by SID No.8 Board of Trustees. Following the completion of the annexation of the UNL PREEC, the City is now adjacent to SID NO. 8.

BOARD/COMMISSION/STAFF RECOMMENDATION: Positive recommendation by Planning Commission

Does this item require the expenditure of funds? ___yes ___x___no
Are funds budgeted? ___yes ___x___no

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify)

Exhibit 1: Planning Commission Agenda Packet Section

- Staff Report by Development Services Director

Exhibit 2: Annexation Ordinance

NOTIFICATION LIST: Yes No Further Instructions

Please list names and addresses required for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

PETITION FOR ANNEXATION

WHEREAS, on February 19, 2026 at 6:00 p.m. the Board of Trustees of Sanitary Improvement District No. 8 conducted a special meeting concerning the issue of submitting a petition for annexation of the property within the boundaries of the Sanitary Improvement District No. 8 to the City of Scottsbluff.

WHEREAS, notice was given to all property owners and residents of Sanitary Improvement District No. 8 by letter, first-class postage pre-paid, on December 31, 2025 of a special meeting to be held on February 3, 2026.

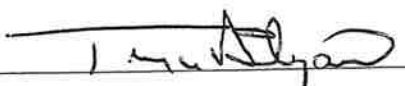
WHEREAS, the meeting was held pursuant to said notice on February 3, 2026 at 6:00 p.m. at the Scotts Bluff Country Club, 5014 Avenue I, Scottsbluff, Nebraska. At such meeting the residents and property owners within Sanitary Improvement District No. 8 were given an opportunity to comment both in favor and against the proposition concerning the petition for annexation.

A notice of the February 19, 2026 special meeting of the Board of Trustees of Sanitary Improvement District No. 8 was published in the Star Herald, a publication of general circulation within the district on February 12, 2026.

Attached hereto as Exhibit A is a copy of the Resolution adopted at the meeting on February 19, 2026.

WHEREFORE, based upon the proceedings conducted by Sanitary Improvement District No. 8 and the Resolution adopted by the Board of Trustees on February 19, 2026, request is made of the City of Scottsbluff, Nebraska to annex the properties within the boundaries of Sanitary Improvement District No. 8.

Dated: 2/19/26


Chairman

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: May 4, 2026 For Hearing of: May 11, 2026



I. GENERAL INFORMATION

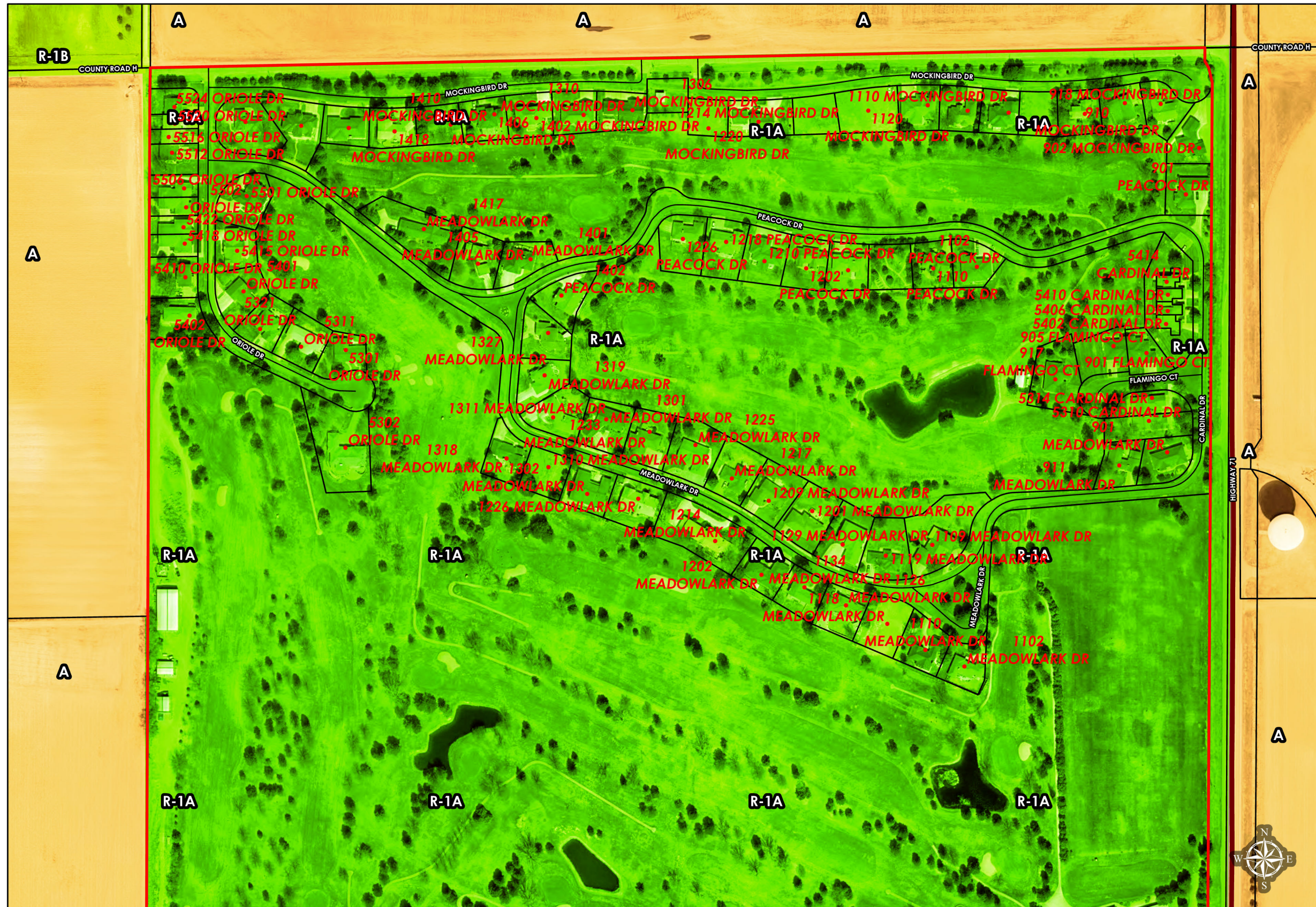
- A. On February 19, 2026, the Board of Trustees of Sanitary Improvement District No. 8 conducted a special meeting concerning submitting a petition for annexation of the property within the boundaries of the SID to the City of Scottsbluff.
- B. The Board of Trustees voted in favor of annexation.
- C. As per Nebraska State Statute §31-783, City Council must formally grant or deny the petition by the July 6, 2026 meeting.

II. STAFF COMMENTS

- A. Per Nebraska Revised Statute §19-929, the city council shall not take final action on matters relating annexation of territory until it has received the recommendation of the planning commission
- B. Following the approval of the UNL PREEC annexation, the City will be adjacent to the SID.
 - i. The third reading on the UNL PREEC annexation will be on May 18, 2026.
- C. SID #8 is already connected to the city water and sewer system.
- D. The City will take ownership of all public streets within SID #8 as well as 0.25 miles of CR H.
 - i. Streets include:
 - 1. Mockingbird Drive
 - 2. Meadowlark Drive
 - 3. Oriole Drive
 - 4. Peacock Drive
 - 5. Cardinal Drive
 - 6. Flamingo Court
 - 7. Blue Jay Court
- E. The majority of SID #8 is within the Roosevelt Public Power District. The City is in communication with RPPD to purchase the infrastructure pursuant to state statutes.
- F. Law enforcement jurisdiction will change from Scotts Bluff County Sheriff to Scottsbluff Police.
- G. Fire protection will change form Scottsbluff Rural Fire District to Scottsbluff Fire Department.
- H. City sanitation will take over solid waste connection following the adoption of a resolution by City Council.

III. STAFF RECCOMENDATION

- A. Staff recommends the Planning Commission make a positive recommendation to City Council on the granting of the petition for annexation by Sanitary Improvement District No. 8.



- Property Location(s)
- Street Centerlines**
- Highway
- Main Road
- Residential/Rural
- Official City Zoning**
- (A) Agriculture
- (AR) Agriculture Residential
- (C-1) Central Business District
- (C-2) Neighborhood Commercial
- (C-3) Heavy Commercial
- (M-1) Light Manufacturing & Industrial
- (M-2) Heavy Manufacturing and Industrial
- (O-P) Office and Professional
- (PBC) Planned Business Center
- (R-1) Single Family
- (R-1A) Single Family Medium Density
- (R-1B) Rural Residential Estate
- (R-4) Heavy Density Multiple Family
- (R-6) Mobile Home
- Parcels
- Zoning Boundaries**
- Scottsbluff Corporate Limits
- Scottsbluff ETJ
- Address

Taylor Stephens
City of Scottsbluff GIS
Created on 5/4/2026
Coordinate System: NAD 1983 (2011)
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.

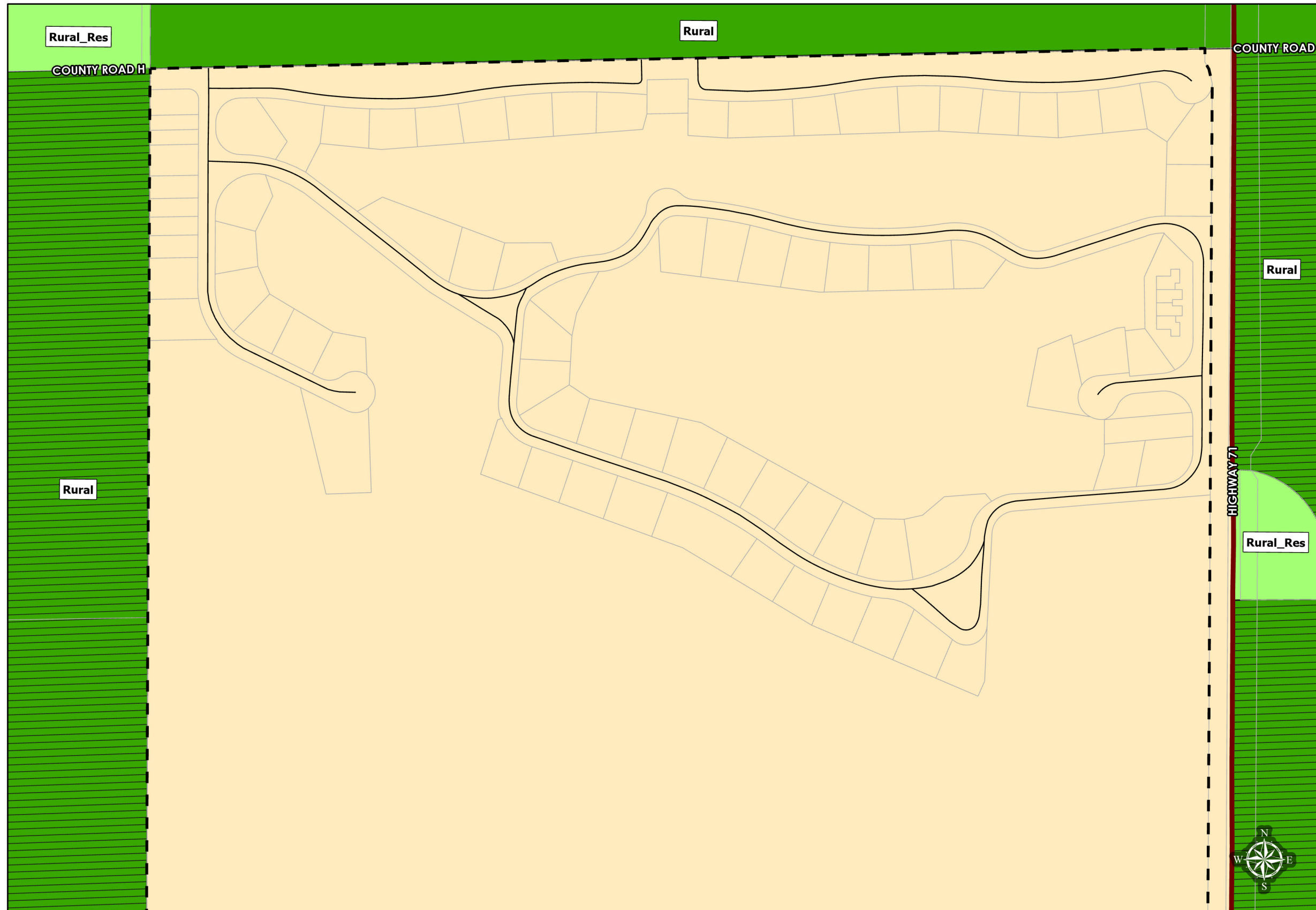


- Property Location(s)
- Street Centerlines**
- Highway
- Main Road
- Residential/Rural
- Official City Zoning**
- (A) Agriculture
- (AR) Agriculture Residential
- (C-1) Central Business District
- (C-2) Neighborhood Commercial
- (C-3) Heavy Commercial
- (M-1) Light Manufacturing & Industrial
- (M-2) Heavy Manufacturing and Industrial
- (O-P) Office and Professional
- (PBC) Planned Business Center
- (R-1) Single Family
- (R-1A) Single Family Medium Density
- (R-1B) Rural Residential Estate
- (R-4) Heavy Density Multiple Family
- (R-6) Mobile Home
- Parcels
- Zoning Boundaries**
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SID 8 Boundaries (North)

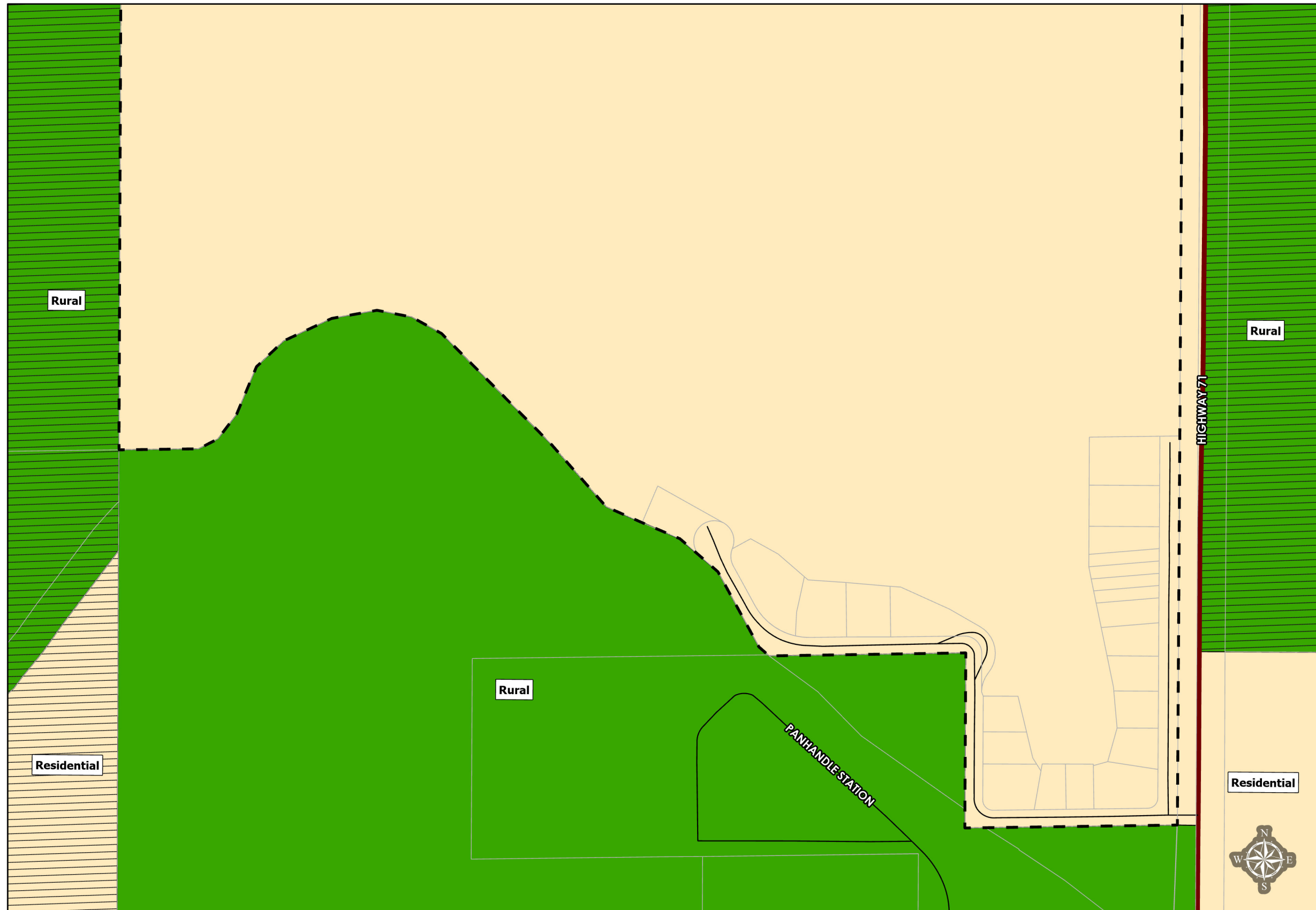


- Proposed Changes
 - Parcel Boundaries
- ### 2016 Comp. Plan Land Use
- Automobile Commercial
 - Avenue B and Hospital Campus
 - Central Business District
 - East Overland
 - Highway 26 Commercial
 - Northwest Commercial
 - Residential
 - Rural
 - Rural Residential
 - SE Industrial and Commercial
 - South Broadway
 - WNCC and Surrounding Area
- ### Street Centerlines
- Highway
 - Main Road
 - Residential/Rural
- ### 2016 Comp. Plan Development
- LTD (10 - 20 yrs)
 - NTD (Less than 5 yrs)
 - STD (5 - 10 yrs)

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 City of Scottsbluff GIS
 Created on 5/4/2026
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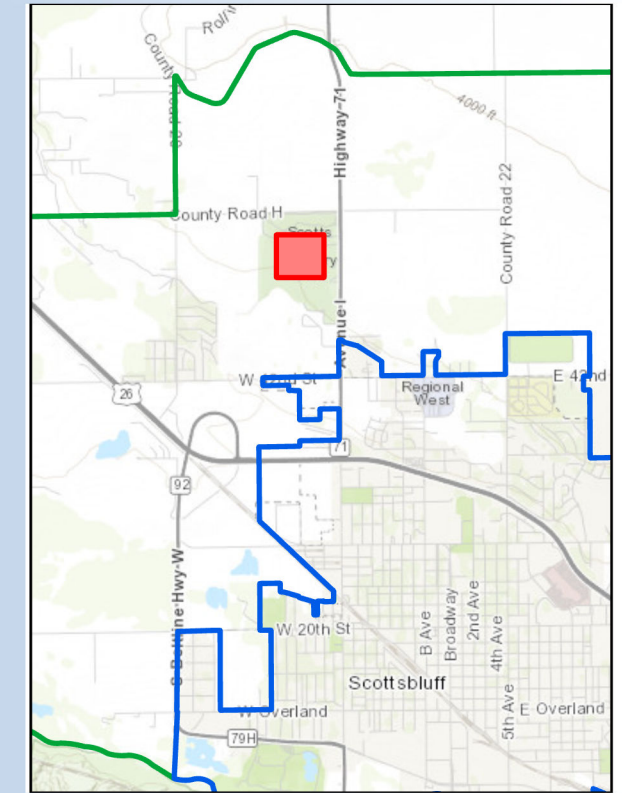
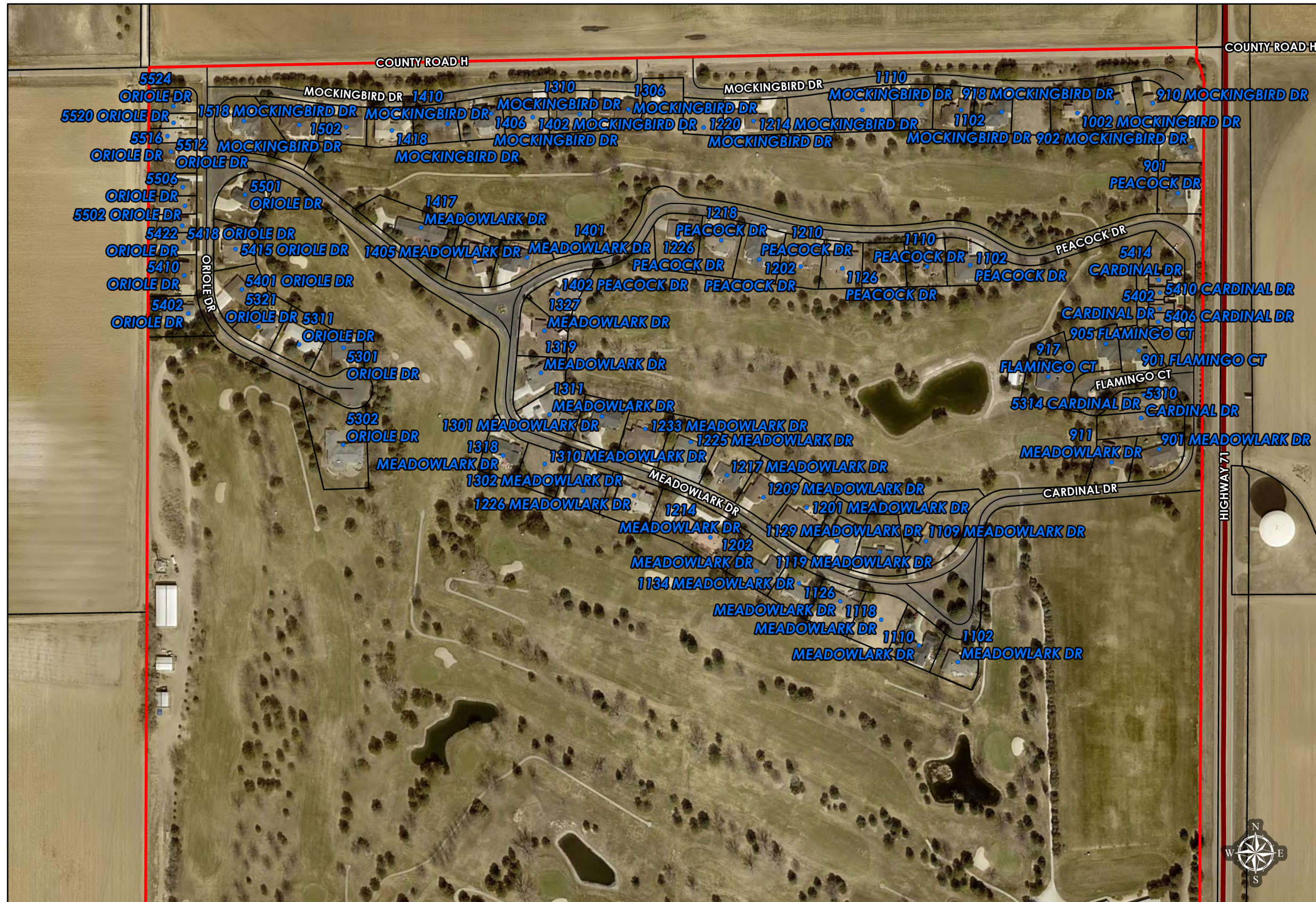
SID 8 Boundaries (South)



- Proposed Changes
- Parcel Boundaries
- 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
- SE Industrial and Commercial
- South Broadway
- WNCC and Surrounding Area
- Street Centerlines**
- Highway
- Main Road
- Residential/Rural
- 2016 Comp. Plan Development**
- LTD (10 - 20 yrs)
- NTD (Less than 5 yrs)
- STD (5 - 10 yrs)

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Concerning Property
▭ Concerning Property

Street Centerlines

CLASS

- Highway
- Main Road
- Residential/Rural

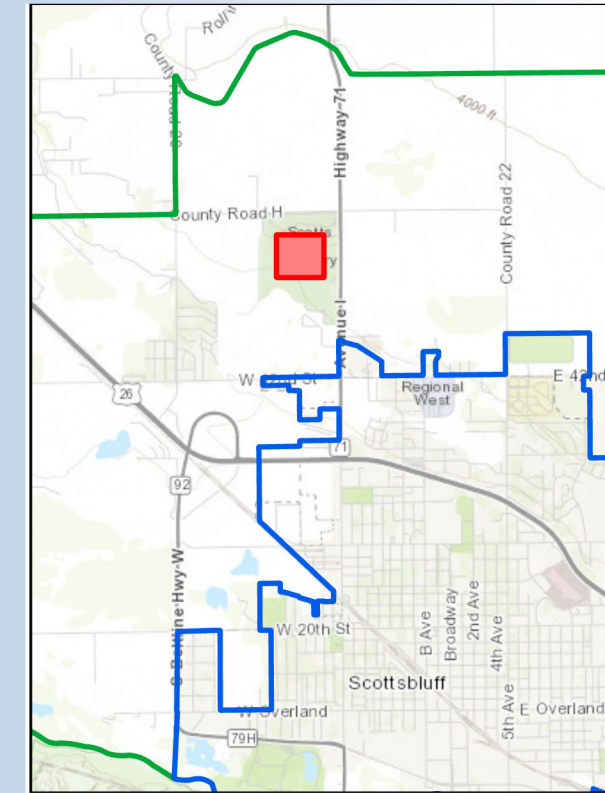
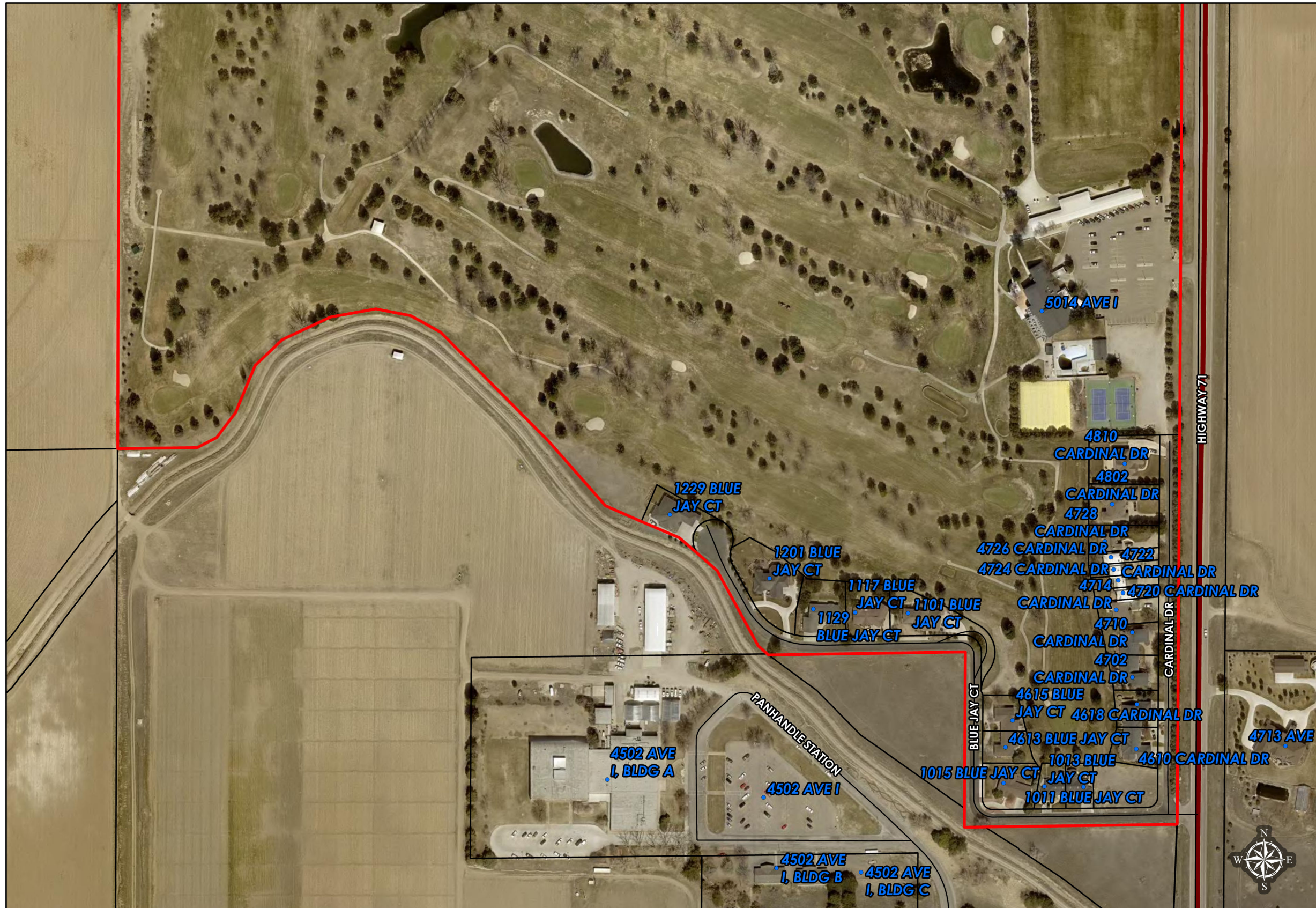
LayoutBox

- Parcels
- Scottsbluff Corporate Limits
- Scottsbluff ETJ

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Concerning Property

Street Centerlines
CLASS

- Highway
- Main Road
- Residential/Rural
- Parcels

Zoning Boundaries

- Scottsbluff Corporate Limits
- Scottsbluff ETJ

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- Highway
- Main Road
- Residential/Rural
- Water Lines
- Wastewater MH
- Wastewater Lines
- ▲ Outfall
- Stormwater Inlet
- Stormwater Manhole
- ▶ Stormwater Arc
- Concerning Parcel(s)
- Scottsbluff Drain Centerline
- Scottsbluff Drain ROW
- Easements
- Parcels
- Zoning Boundaries
- Scottsbluff Corporate Limits
- Scottsbluff ETJ

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- Highway
- Main Road
- Residential/Rural
- Water Lines
- Wastewater MH
- Wastewater Lines
- ▲ Outfall
- Stormwater Inlet
- Stormwater Manhole
- Stormwater Arc
- Concerning Parcel(s)
- Scottsbluff Drain Centerline
- Scottsbluff Drain ROW
- Easements
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF NEBRASKA, ANNEXING REAL ESTATE DESCRIBED AS BLOCKS 1 THROUGH 15, FAIRWAY ESTATES SUBDIVISION, SCOTTS BLUFF COUNTY, NEBRASKA SITUATED IN SECTION 10, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE SIXTH P.M. SCOTTS BLUFF COUNTY, NEBRASKA, AMENDING SECTION 25-1-3.1 OF THE SCOTTSBLUFF MUNICIPAL CODE, AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

SECTION 1. Sanitary Improvement District No. 8, Scotts Bluff County, Nebraska, through its Board of Directors (“SID”) has filed a Petition for Annexation (“Petition”) with the City Clerk of the City of Scottsbluff, Nebraska requesting annexation of all the SID’s lands and properties into the City of Scottsbluff, Nebraska. The Petition submitted by the SID requested the following described real property be annexed into and included within the corporate limits of the City of Scottsbluff, Nebraska:

Blocks 1 through 15, Fairway Estates Subdivision, Scotts Bluff County, situated in Section 10, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska (“the “Real Estate”).

SECTION 2. The Real Estate is contiguous or adjacent to the existing corporate limits of the City of Scottsbluff, Nebraska, is urban or suburban in character, and does not constitute agricultural land which is rural in character.

SECTION 3. The Real Estate described above is annexed into and included within the corporate limits of the City of Scottsbluff, Nebraska as of the effective date of this Ordinance.

SECTION 4. The description and jurisdiction provided for in Section 14-1-1 and 25-1-3.1 of the Scottsbluff Municipal Code are amended to provide for the addition of the Real Estate into the corporate limits of the City of Scottsbluff, Nebraska.

SECTION 5. The SID requested annexation pursuant to Neb. Rev. Stat. §31-781. The City of Scottsbluff, Nebraska reviewed the Petition and by formal vote of the City Council granted the Petition.

SECTION 6. Section 25-1-31.1 of the Scottsbluff Municipal Code is now amended and all ordinances, parts of ordinances, resolutions, and policies of the City of Scottsbluff, Nebraska in conflict with this Ordinance are repealed.

SECTION 7. This Ordinance shall be in full force and effect from and after its approval, passage, and publication shall be in pamphlet form.

PASSED AND APPROVED this ____ day of _____, 2026.

Betsy Vidlak, Mayor

Attest: _____
Kimberley Wright, City Clerk

Approved as to Form and Legality:

City Attorney

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 9.b

Council to consider action on the second reading of the Ordinance dealing with the number of apprentice plumbers that may assist master plumbers and journeyman plumbers.

Staff Contact: Zachary Glaubius

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE SCOTTSBLUFF MUNICIPAL CODE AT CHAPTER 4, ARTICLE 3, SECTION 53 DEALING WITH THE NUMBER OF APPRENTICE PLUMBERS THAT MAY ASSIST MASTER PLUMBERS AND JOURNEYMAN PLUMBERS, TO PROVIDE FOR AN EFFECTIVE DATE, AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Chapter 4, Article 3, Section 53, of the Scottsbluff Municipal Code is now amended to provide as follows:

“§ 4-3-53 SAME; APPRENTICE PLUMBER; CERTIFICATE.

An apprentice plumber holding a certificate issued by the Plumber Inspector may assist the holder of a master plumber’s license in the installation and repair of plumbing, but may not perform the actual installation or repair. Provided, not more than four (4) apprentice plumbers may be employed to assist one master plumber, nor may more than three (3) apprentice plumbers per journeyman plumber be employed. (Ord. 1116, passed 2-25-1957; Ord. 2445, passed - - 1979; Ord. _____, passed _____, 2026)”

Section 2. Any prior code sections at Chapter 4, Article 3, Section 53, and all other ordinances and parts of ordinances in conflict with this Ordinance are repealed. 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 this Ordinance has become effective.

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

PASSED AND APPROVED ON _____, 2026.

Betsy Vidlak, Mayor

Attest:

Kimberley Wright, City Clerk

Approved as to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 9.c

Council to consider action on the third reading of the Ordinance to Annex Two Tracts of Land situated in the Southwest Quarter of Section 18 and the Northwest Quarter of Section 19, Township 22 North, Range 54 West of the 6th P.M., commonly identified as 21st Avenue and County Road K Right-of-Way.

Staff Contact: Zachary Glaubius

ORDINANCE NO. _____

AN ORDINANCE ANNEXING TWO TRACTS OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 18 AND THE NORTHWEST QUARTER OF SECTION 19 IN TOWNSHIP 22 NORTH, RANGE 54 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. The following described real estate is found and declared to be contiguous and adjacent to the corporate limits of the City of Scottsbluff, Nebraska (“City”), to be urban or suburban in character, and not to be agricultural land which is rural in character:

A Tract of Land Situated in The Southwest Quarter of Section 18,
Township 22 North, Range 54 West of the 6th P.M., Scotts Bluff County,
Nebraska, More Particularly Described as Follows:

Beginning At the Intersection of The West Line of The Southwest Quarter Of Section 18, And the Easterly Extension of The South Right-Of-Way Line Of 34th Street, As Platted and Recorded in Deed Book 88, Page 140, In the Scotts Bluff County Register of Deeds Office; Thence Easterly on Said Easterly Extension Of the South Right-Of-Way Line Of 34th Street, To the Point Of Intersection With the East Right-Of-Way Line of Sugar Factory Road (21st Avenue), Said Right-Of-Way Line Being 33.00 Feet East of And Parallel with The West Line of Section 18; Thence Southerly on Said East Right-Of-Way Line Of Sugar Factory Road (21st Avenue), To the Point of Intersection with The Centerline Of the Enterprise Canal; Thence Westerly on The Centerline Of Said Canal, To the Point of Intersection with The West Line of The Southwest Quarter Of Section 18; Thence Northerly on Said West Line of The Southwest Quarter Of Section 18, To the Point of Beginning.

And

A Tract of Land Situated in The Southwest Quarter of Section 18 And The Northwest Quarter of Section 19, Township 22 North, Range 54 West of The 6th P.M., Scotts Bluff County, Nebraska, More Particularly Described As Follows:

Beginning At the Southwest Corner of Section 18, Thence Northerly on The West Line of The Southwest Quarter of Section 18, To the Point Of Intersection With the Easterly Extension of The North Line of Lot 1, Block 6, Indian Hills Addition, As Platted and Recorded in Deed Book 147, Page 37, In The Scotts Bluff County Register of Deeds Office; Thence Easterly on Said Easterly Extension of The North Line of Lot 1, To the Point of Intersection With The East Right-Of-Way Line of Sugar Factory Road (21st Avenue), Said Right-Of-Way Line Being 33.00 Feet East of And Parallel with The West Line Of Section 18; Thence Southerly on Said East Right-Of-Way Line of Sugar Factory Road (21st Avenue), To the Point of Intersection with The North Right-Of-Way Line of County Road K, Said Right-Of-Way Line Being 33.00 Feet North Of and Parallel with The South Line of Section 18; Thence Easterly On Said North Right-Of-Way Line of County Road K, To the Point of Intersection With The East Line of a Tract of Land as Described in Instrument 2000-5652; Thence Southerly on The East Line of Said Tract, And Southerly Extension Thereof, To the Point of Intersection with The South Right-Of-Way Line Of County Road K, Said Right-Of-Way Line Being 33.00 Feet South of And Parallel With The North Line of Section 19; Thence Westerly on Said South Right-Of-Way Line of County Road K, To the Point of Intersection with The East Right-Of-Way Line of Sugar Factory Road (21st Avenue), Said Right-Of-Way Line Being

33.00 Feet East of And Parallel with The West Line of Section 19; Thence Southerly On Said East Right-Of-Way Line of Sugar Factory Road (21st Avenue), To the Point of Intersection with The Easterly Extension of The South Line of a Tract of Land as Described in Miscellaneous Book 91, Page 357; Thence Westerly on Said Easterly Extension of The South Line of Said Tract, To the Point of Intersection with The West Line of The Northwest Quarter Of Section 19; Thence Northerly on Said West Line of The Northwest Quarter Of Section 19, To the Point of Beginning (“real estate”).

Section 2. The real estate described above is annexed to and included within the corporate limits of the City, and hereafter shall be and remain a part of the City for all purposes whatsoever as of the effective date of this Ordinance.

Section 3. Any map describing the corporate limits of the City is amended to provide for the addition of the real estate to the corporate limits of the City.

Section 4. The inhabitants of the real estate described above shall be entitled to all the rights and privileges, and subject to all the laws, ordinances, rules and regulations of the City. Such inhabitants shall receive substantially the benefits of other inhabitants of lands within the City as soon as practical, and adequate plans and necessary City Council action, if any, to furnish such benefits as police, fire, snow removal, sanitation and water service shall be adopted as provided in Section 16-120 R.R.S. (Reissue 2022).

Section 5. All ordinances, parts of ordinances, resolutions and policies of the City in conflict with this Ordinance are repealed.

Section 6. This Ordinance shall become effective upon its passage, approval and publication shall be in pamphlet form.

PASSED AND APPROVED on June ____, 2026.

Betsy Vidlak, Mayor

ATTEST:

Kimberley Wright, City Clerk (Seal)

Approved as to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 9.d

Council to consider action on the third reading of the Ordinance to consider the Zoning Text Amendment to Chapter 25, Article 4 regarding Fences.

Staff Contact: Zachary Glaubius

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING AND REVISING THE SCOTTSBLUFF MUNICIPAL CODE AT CHAPTER 25, ARTICLE 4, DEALING WITH FENCES AND WALLS, TO CLARIFY MATERIALS AND SIMPLIFY THE FENCING REQUIREMENT WITHIN THE CITY OF SCOTTSBLUFF, AND TO REPEAL AND REVISE RELATED CODE SECTIONS AT CHAPTER 25, ARTICLE 2, SECTIONS 44 AND 45, SECTION 25, ARTICLE 7, SECTION 12 AND CHAPTER 25, ARTICLE 22, SECTION 6 OF THE SCOTTSBLUFF MUNICIPAL CODE, TO PROVIDE FOR AN EFFECTIVE DATE, AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM.

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

1. Section 1. Chapter 25, Article 4, of the Scottsbluff Municipal Code is now amended and revised to provide as follows:

“§ 25-4-1 INTENT.

The regulations in this article govern the type, location, and construction of fences, walls, and hedges.

§25-4-2 DEFINITIONS.

- a. OPEN FENCE: A fence where the design of the fence has more than fifty percent (50%) of the surface area open.
- b. CLOSED FENCE: A fence where the design of the fence has more than fifty percent (50%) of the surface area closed.
- c. CURB SIDEWALK: A sidewalk built adjoining the curb of a public street.
- d. FENCE HEIGHT: The height of a fence measured from the average grade of the ground, measured within eighteen (18) inches on either side of the fence.

§25-4-3 APPLICABILITY.

- (A) The regulations contained in this article shall apply to all fences with a height above grade of thirty (30) inches and over.
- (B) A permit to erected a fence is required in all districts, except A, AR, and R-1B.

§25-4-4 RESIDENTIAL FENCES.

Fences constructed within residential districts, excluding R-1B, or on land used for residential purposes in the O-P district are subject to the following provisions:

- (A) Construction Requirements

- a. Front.
 - i. All fences constructed in front yard building setbacks shall not exceed forty-eight (48) inches in height.
 - ii. All fences constructed in front yard building setbacks shall be constructed as an open fence.
- b. Street Side.
 - iii. All fences constructed in the street side yard building setback shall not exceed seventy-two (72) inches, except;
 - iv. A closed fence exceeding forty-eight (48) inches shall not be constructed adjoining a curb sidewalk.
 - v. All fences constructed in the street side yard building setback may be constructed as a closed fence.
- c. Interior Side and Rear.
 - vi. All fences constructed outside of a front or street side yard building setback shall not exceed seventy-two (72) inches.
 - vii. All fences constructed outside of a front or street side yard building setback may be constructed as a closed fence.

(B) Material Requirements

- a. Fences shall be constructed of wood, chain-link, PVC/resin, stone or masonry materials, or ornamental metals only.
- b. Fences shall not be constructed of railroad ties, salvage, or sheet metal.
- c. Barbed wire and/or electrified fences are not permitted within the corporate limits of the city and are defined as any fence that includes in its material barbs, blades, razors, electric current or other features specifically designed to injure or abrade an individual or animal who attempts to negotiate the fence.

§25-4-5 COMMERCIAL, PUBLIC, AND INDUSTRIAL FENCES.

Fences constructed within commercial, public, and industrial districts are subject to following provisions:

(A) Construction Requirements

- a. Front and Street Side.
 - i. All fences constructed in the front and street side yard building setbacks shall not exceed forty-eight (48) inches.

- ii. If no front or street side yard building setback is present, all fences constructed shall not exceed ninety-six (96) inches.

b. Interior Side and Rear.

- i. All fences constructed outside a front or street side yard building setback shall not exceed ninety-six (96) inches.

(B) Material Requirements

- a. Fences shall not be constructed of railroad ties or salvage.
- b. Barbed wire and electrified fences are not permitted within the corporate limits of the city. Except barbed wire may be used in the construction of fencing in an industrial district provided that the bottom strand of the barbed wire shall be at least eighty-four (84) inches above ground level and said fence complies with the provisions of 20-5-31.

§25-4-6 SIGHT TRIANGLE; STREETS; ALLEYS.

(A) Notwithstanding any other provisions of this article to the contrary, no fence exceeding thirty-six (36) inches in height, measured from the average grade of the ground, measured within eighteen (18) inches on either side of the fence, may be built within the sight triangle as defined in the subsections below.

a. Streets.

- i. A triangular area bounded on two sides by the intersecting street right-of-way lines and on the third side by a line connecting points on each right-of-way line which are twenty (20) feet from their intersection.

b. Alleys.

- i. A triangular area bounded on two sides by the intersecting right-of-way lines of the alley and adjoining side street and on the third side by a line connecting points on each right-of-way line which are located at the

distance from their intersection which are ten (10) feet from their intersection.

§25-4-7 FENCES IN RIGHT-OF-WAY.

No fences are allowed in the public right-of-way, except when allowed with a permit under the provisions of Chapter 20 of the Municipal Code.

§25-4-8 OBSTRUCTION OF VISION; PROHIBITED.

Anything in this article to the contrary notwithstanding, no fence may be constructed or maintained if it will obstruct the view from or to any driveway approach, street, alley, or sidewalk.

§25-4-9 FENCES ON RETAINING WALLS.

If a fence is constructed on the top of a retaining wall, the height of the fence is measured from the ground on the low side of the retaining wall; A retaining wall must be adequately designed, constructed, and drained to withstand any lateral pressure to which it is subject.

§25-4-10 EFFECTS ON DRAINAGE.

In all districts, fences shall be constructed and maintained so as to avoid limiting or obstructing the flow of water in natural drainage course or drainageways created within easements.

§25-4-11 UTILITY EASEMENTS; FENCES ON.

(A) In all Districts, a fence erected on a tract of land subject to an easement for the construction, maintenance, operations, or replacement of any water, sanitary or storm sewer, gas line, electric power, telephone, or other utility poles, or other cables or lines shall be designed and constructed to be readily removable, as determined by the Development Services Director, to permit the use of the easement. Such fences shall be

subject to removal by request whenever necessary to permit access. The cost of removal or replacement shall be the responsibility of the owner of the fence.

- (B) Permission by the Development Services Director to construct a fence on land that is subject to an easement shall not bind, and shall be without prejudice to the rights of, owners of easements other than the City.

§25-4-12 FENCE; DILAPIDATED; DUTY TO REPAIR OR REMOVE.

Fences must be kept in repair. The Development Services Director or his/her designee may order any dilapidated fence repaired or removed.

§25-4-13 FENCE; VIOLATIONS; NUISANCE.

Any fence constructed or maintained in a violation of any of the provisions of this article is hereby declared to be a nuisance.

§25-4-14 OTHER PROVISIONS PERTAINING TO FENCES.

- (A) Fences in Mobile Home Parks: 25-9-9
- (B) Fences in Planned Unit Developments: 25-7-34
- (C) Off-Street Parking Lot Fences: 25-5-13
- (D) Prohibition of Barbed Wire Fences: 20-5-31
- (E) Refuse Collection Point Screening: 25-22-11
- (F) Retaining Walls and Fences in Right-of-Way: 20-4-2 through 20-4-6
- (G) Satellite Earth Station Fences: 25-21-3

(H) Screen Fences: 25-22-7

(I) Wind Energy Conversion System Fences: 4-8-6 and 4-8-7

(J) Wireless Communication Tower Fences: 25-24-6.”

2. Section 2. Chapter 25, Article 2 Sections 44 and 45 of the Scottsbluff Municipal Code are now repealed.

3. Section 3. Chapter 25, Article 7, Section 7 of the Scottsbluff Municipal Code is amended to provide as follows:

“§25-7-12 WALLS AND FENCES.

The general development standards in Article 4 of this chapter for fences, walls, and hedges as shall apply to fences, walls, and hedges in planned unit developments, providing the Planning Commission may require additional walls and fences if it determines that such walls or fences are necessary to protect adjacent properties or occupants of the planned unit development.”

4. Section 4. Chapter 25, Article 22, Section 6 of the Scottsbluff Municipal Code is amended to provide as follows:

“§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 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 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) Repealed.”

5. Section 5. Any prior code sections at Chapter 25, Article 4, Chapter 25, Article 2, Sections 44 and 45, Chapter 25, Article 7, Section 12, and Chapter 25, Article 22, Section 6, and

all other ordinances and parts of ordinances in conflict with this Ordinance are repealed. 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 this Ordinance has become effective.

6. This Ordinance shall become effective upon its passage, approval and publication. Publication shall be in pamphlet form.

PASSED AND APPROVED ON _____, 2026.

Betsy Vidlak, Mayor

Attest:

Kimberley Wright, City Clerk

Approved as to form:

City Attorney

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 9.e

Council to discuss and consider action on approving the Preliminary and Final Plats of Block 1, Cougar Park, and authorize the Mayor to sign the Resolution.

Staff Contact: Zachary Glaubius



City of Scottsbluff
Subdivision Application
Permit Identifier 2026-84SD

Type: Preliminary Plat

Applicant Name City of Scottsbluff Applicant Address 2525 Circle Drive
Scottsbluff, NE

Applicant Email [Redacted] Applicant Phone [Redacted]

Contact Name Contact Address

Contact Email Contact Phone

Subdivision Information

Proposed Name of Subdivision Block 1, Cougar Park

General Location/Address 1814 Winter Creek Drive

Legal Description PT LTS 1 & 2, BLK 1, IDLEWYLDE ADD
(VACATED)

Current Zoning District(s) C-2

Total Area (square feet or acre) 1.38 acres

Number of Past Replat/Plat Amendments 1, but vacated

Describe the reason for the subdivision

City owned property. Platted due to complicated nature of property (easements, Scotts Bluff
Drain, Pathway, and Winter Creek Canal)

Applicant Signature



City of Scottsbluff
Subdivision Application
Permit Identifier 2026-85SD

Type: Final Plat

Applicant Name City of Scottsbluff Applicant Address 2525 Circle Drive
Scottsbluff, NE
Applicant Email [REDACTED] Applicant Phone [REDACTED]

Contact Name Contact Address
Conact Email Contact Phone

Subdivision Information

Proposed Name of Subdivision Block 1, Cougar Park

General Location/Address 1814 Winter Creek Drive

Legal Description PT LTS 1 & 2, BLK 1, IDLEWYLDE ADD
(VACATED)

Current Zoning District(s) C-2

Total Area (square feet or acre) 1.38 acres

Number of Past Replat/Plat Amendments 1, but vacated

Describe the reason for the subdivision

City owned property with complicated nature.

Applicant Signature

PRELIMINARY PLAT

BLOCK 1, COUGAR PARK

TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA

PART OF VACATED LOTS 1 AND 2, BLOCK 1, IDLEWYLDE ADDITION,
SITUATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M.,
SCOTTS BLUFF COUNTY, NEBRASKA

GENERAL NOTES

- Underground utilities shown are based on locates from the Nebraska one-call system and Scottsbluff GIS information. It may or may not represent the true location of shown utility, or the presence of all buried existing utilities.
- Flood Plain Information: This property is located in the Flood Plain Zones B and C, as shown on FIRM Map, Community Panel No. 310206-0010-C, effective date June 15, 1979. Zone B refers to areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. Zone C refers to areas on minimal flooding.
- Zoning Information: This property is zoned C-2 (Neighborhood and Retail Commercial) in the City of Scottsbluff, Nebraska. The Building Setback requirements as per zoning designation is as follows:

SETBACK REQUIREMENTS FOR ZONE C-2 (Neighborhood and Retail Commercial)

- Front yard setback - 25 feet
- Side street setback - 12.5 feet
- Rear yard setback - 0 feet
- Side yard setback - 0 feet

The maximum floor height allowed - 35 feet
(source: Scottsbluff Municipal Code Section 25-3-14)

4. Developer - City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
Phone: 308-632-4136

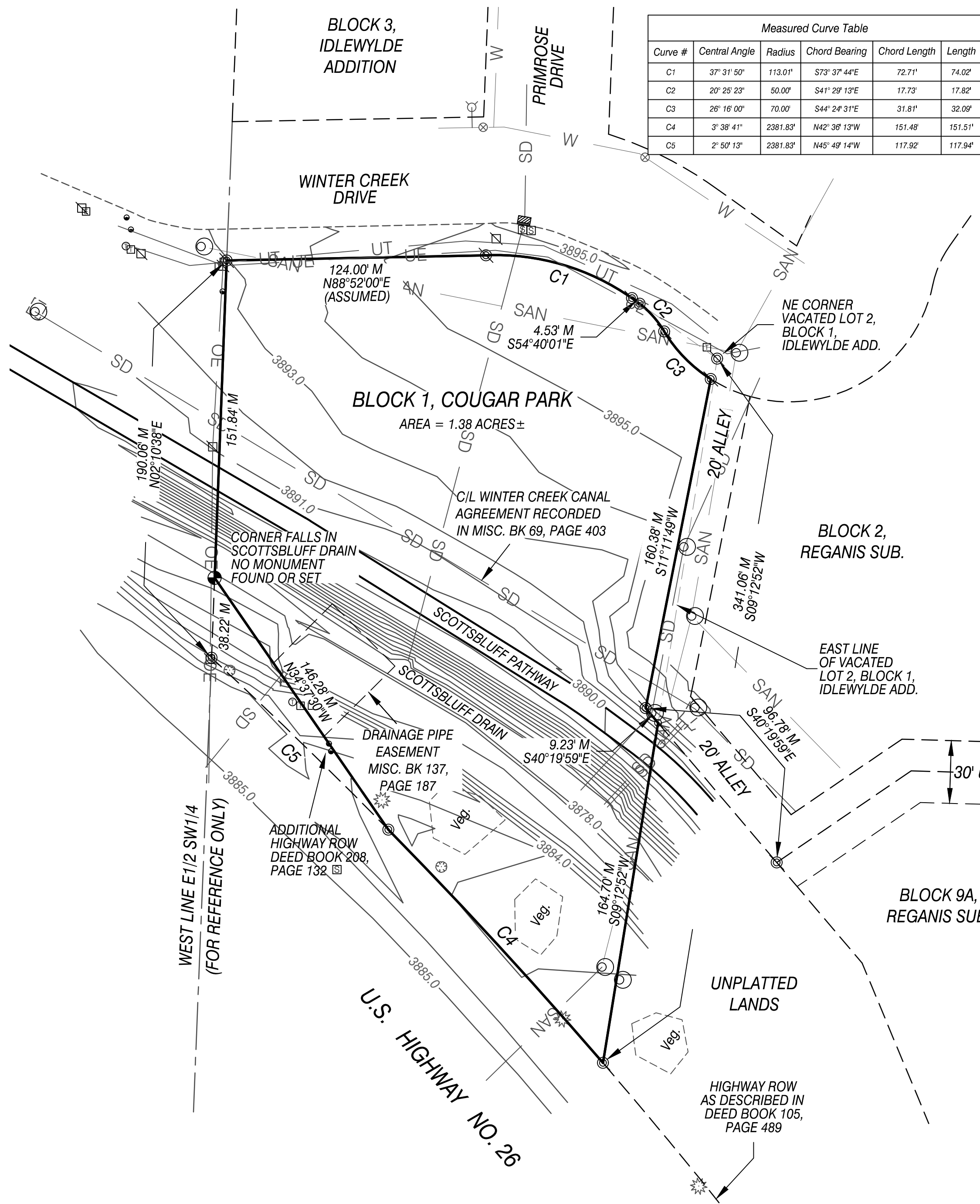
5. Preliminary Plat prepared by Dustin L. Beaudette, For the Firm of M.C. Schaff & Associates, Inc.

LEGAL DESCRIPTION

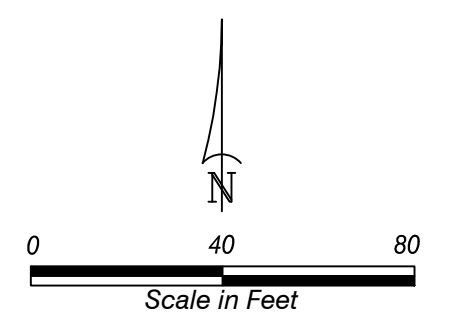
BLOCK 1, COUGAR PARK, TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, PART OF VACATED LOTS 1 AND 2, BLOCK 1, IDLEWYLDE ADDITION, SITUATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 13 AND THE SOUTH RIGHT OF WAY LINE OF WINTER CREEK DRIVE, AS PLATTED IN DEED BOOK 119, PAGE 617, IN THE SCOTTS BLUFF COUNTY REGISTER OF DEEDS OFFICE; THENCE EASTERLY ON THE SOUTH RIGHT OF WAY LINE OF WINTER CREEK DRIVE, ON AN ASSUMED BEARING OF N88°52'00"E, A DISTANCE OF 124.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 37°31'50", A RADIUS OF 113.01 FEET, A CHORD BEARING OF S73°37'44"E, AND A CHORD LENGTH OF 72.71 FEET; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 74.02 FEET; THENCE BEARING S54°40'01"E, ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 4.53 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 20°25'23", A RADIUS OF 50.00 FEET, A CHORD BEARING OF S41°29'13"E, AND A CHORD LENGTH OF 17.73 FEET; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 17.82 FEET, TO THE POINT OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 26°16'00", A RADIUS OF 70.00 FEET, A CHORD BEARING OF S44°24'31"E, AND A CHORD LENGTH OF 31.81 FEET; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 32.09 FEET, TO THE NORTHWEST CORNER OF A 20-FOOT ALLEY, AS PLATTED IN INSTRUMENT 2014-2872; THENCE BEARING S11°11'49"W, ON THE WESTERLY RIGHT OF WAY LINE OF SAID 20-FOOT ALLEY, A DISTANCE OF 160.38 FEET; THENCE BEARING S09°12'52"W, A DISTANCE OF 164.70 FEET, TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HIGHWAY NO. 26, AS DESCRIBED IN DEED BOOK 105, PAGE 489, SAID POINT ALSO BEING THE POINT OF CUSP OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 3°38'41", A RADIUS OF 2381.83 FEET, A CHORD BEARING OF N42°36'13"W, AND A CHORD LENGTH OF 151.51 FEET; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE AND SAID NORTH HIGHWAY RIGHT OF WAY LINE, A DISTANCE OF 151.51 FEET; THENCE BEARING N34°37'30"W, ON THE NORTH LINE OF ADDITIONAL HIGHWAY RIGHT OF WAY, AS DESCRIBED IN DEED BOOK 208, PAGE 132, A DISTANCE OF 148.28 FEET, TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE BEARING N02°10'38"E, ON SAID WEST LINE, A DISTANCE OF 151.84 FEET, TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 1.38 ACRES, MORE OR LESS.

VICINITY MAP



- LEGEND**
- EXISTING 5/8" REBAR, OR AS NOTED
 - SET 5/8" x 24" REBAR W/ PVC CAP
 - EXISTING MANHOLE
 - ELECTRICAL BOX/METER
 - FIRE HYDRANT
 - STORM INLET
 - WATER VALVE
 - GUY WIRE
 - CONIFEROUS TREE
 - DECIDUOUS TREE
 - POWER POLE
 - STREET SIGN
 - TELEPHONE MARKER
 - TELEPHONE PEDESTAL
 - RIGHT OF WAY
 - RECORD DISTANCE
 - MEASURED DISTANCE
 - UTILITY EASEMENT
 - UNDERGROUND STORM MAIN / CANAL
 - UNDERGROUND SANITARY MAIN
 - UNDERGROUND WATER MAIN
 - UNDERGROUND ELECTRIC
 - OVERHEAD ELECTRIC
 - UNDERGROUND TELEPHONE



M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361

ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS
 PH: 308-635-1926 FAX: 308-635-7807
 WWW.MCSFAMILYOFCOMPANIES.COM

PROJECT: BLOCK 1, COUGAR PARK
IN THE E1/2SW1/4
SECTION 13, T22N-R55W
SCOTTSBLUFF
NEBRASKA

CLIENT: CITY OF SCOTTSBLUFF

PROJECT NUMBER:	1SB100002
PROJECT DATE:	4/1/2026
PROJECT MGR:	D.L.B.
PROJECT TEAM:	DB-TD

SEAL	
DATE	REVISION

SHEET 1 OF 1
P-1

SURVEYOR'S CERTIFICATE

BLOCK 1, COUGAR PARK
SCOTTSBLUFF, NEBRASKA
JOB# 1SB100002-00
SHEET 2 OF 2

I, DUSTIN L. BEAUDETTE, NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 799, DULY LICENSED UNDER THE LAND SURVEYOR'S REGULATION ACT, HEREBY CERTIFY I, OR UNDER MY DIRECT SUPERVISION, HAVE SURVEYED AND PREPARED A PLAT OF **BLOCK 1, COUGAR PARK**, TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, PART OF VACATED LOTS 1 AND 2, BLOCK 1, IDLEWYLDE ADDITION, SITUATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 13 AND THE SOUTH RIGHT OF WAY LINE OF WINTER CREEK DRIVE, AS PLATTED IN DEED BOOK 119, PAGE 617, IN THE SCOTTS BLUFF COUNTY REGISTER OF DEEDS OFFICE; THENCE EASTERLY ON THE SOUTH RIGHT OF WAY LINE OF WINTER CREEK DRIVE, ON AN ASSUMED BEARING OF N88°52'00"E, A DISTANCE OF 124.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 37°31'50", A RADIUS OF 113.01 FEET, A CHORD BEARING OF S73°37'44"E, AND A CHORD LENGTH OF 72.71 FEET; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 74.02 FEET; THENCE BEARING S54°40'01"E, ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 4.53 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 20°25'23", A RADIUS OF 50.00 FEET, A CHORD BEARING OF S41°29'13"E, AND A CHORD LENGTH OF 17.73 FEET; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 17.82 FEET, TO THE POINT OF A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 26°16'00", A RADIUS OF 70.00 FEET, A CHORD BEARING OF S44°24'31"E, AND A CHORD LENGTH OF 31.81 FEET; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 32.09 FEET, TO THE NORTHWEST CORNER OF A 20-FOOT ALLEY, AS PLATTED IN INSTRUMENT 2014-2872; THENCE BEARING S11°11'49"W, ON THE WESTERLY RIGHT OF WAY LINE OF SAID 20-FOOT ALLEY, A DISTANCE OF 160.38 FEET; THENCE BEARING S40°19'59"E, ON THE WESTERLY RIGHT OF WAY LINE OF SAID 20-FOOT ALLEY, A DISTANCE OF 9.23 FEET; THENCE BEARING S09°12'52"W, A DISTANCE OF 164.70 FEET, TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF HIGHWAY NO. 26, AS DESCRIBED IN DEED BOOK 105, PAGE 489, SAID POINT ALSO BEING THE POINT OF CUSP OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 3°38'41", A RADIUS OF 2381.83 FEET, A CHORD BEARING OF N42°36'13"W, AND A CHORD LENGTH OF 151.48 FEET; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE AND SAID NORTH HIGHWAY RIGHT OF WAY LINE, A DISTANCE OF 151.51 FEET; THENCE BEARING N34°37'30"W, ON THE NORTH LINE OF ADDITIONAL HIGHWAY RIGHT OF WAY, AS DESCRIBED IN DEED BOOK 208, PAGE 132, A DISTANCE OF 146.28 FEET, TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE BEARING N02°10'38"E, ON SAID WEST LINE, A DISTANCE OF 151.84 FEET, TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 1.38 ACRES, MORE OR LESS.

THAT THE ACCOMPANYING PLAT IS A TRUE DELINEATION OF SAID SURVEY DRAWN TO A SCALE OF 60 FEET TO THE INCH. THAT ALL DIMENSIONS ARE IN FEET AND DECIMALS OF A FOOT. THAT EACH LOT AND BLOCK HAS ITS OWN NUMBER AND THAT THE BOUNDARY OF THE PLAT IS SHOWN WITH A HEAVY SOLID LINE WITH DASHED LINES BEING FOR ORIENTATION PURPOSES ONLY. THAT ALL MONUMENTS FOUND OR SET ARE MARKED AS SHOWN. THAT SAID SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

WITNESS MY HAND AND SEAL THIS 18th DAY OF MAY, 2026.
FOR THE FIRM OF M. C. SCHAFF AND ASSOCIATES, INC.


DUSTIN L. BEAUDETTE, NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 799



OWNER'S STATEMENT

WE, THE UNDERSIGNED, BEING THE OWNERS OF PART OF VACATED LOTS 1 AND 2, BLOCK 1, IDLEWYLDE ADDITION, SITUATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, AS DESCRIBED IN THE FOREGOING 'SURVEYOR'S CERTIFICATE' AND SHOWN ON THE ACCOMPANYING PLAT HAVE CAUSED SUCH REAL ESTATE TO BE PLATTED AS **BLOCK 1, COUGAR PARK**, TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, PART OF VACATED LOTS 1 AND 2, BLOCK 1, IDLEWYLDE ADDITION, SITUATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA.

THAT THE FOREGOING PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS. WE HEREBY DEDICATE THIS PARK FOR THE USE AND BENEFIT OF THE PUBLIC.

DATED THIS _____ DAY OF _____, 2026.

OWNERS: THE CITY OF SCOTTSBLUFF

BY: BETSY VIDLAK, MAYOR OF THE CITY OF SCOTTSBLUFF

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF SCOTTS BLUFF)

BEFORE ME, A NOTARY PUBLIC, QUALIFIED AND ACTING IN SAID COUNTY, PERSONALLY CAME BETSY VIDLAK, MAYOR OF THE CITY OF SCOTTSBLUFF, TO ME KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED TO THE FOREGOING 'OWNER'S STATEMENT' AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED, AND THE VOLUNTARY ACT AND DEED OF THE CITY OF SCOTTSBLUFF, NEBRASKA.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2026.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

APPROVAL AND ACCEPTANCE

THE FOREGOING PLAT OF **BLOCK 1, COUGAR PARK**, TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, PART OF VACATED LOTS 1 AND 2, BLOCK 1, IDLEWYLDE ADDITION, SITUATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, IS HEREBY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA,

BY RESOLUTION DULY PASSED THIS _____ DAY OF _____, 2026.

MAYOR: BETSY VIDLAK

ATTEST: CITY CLERK

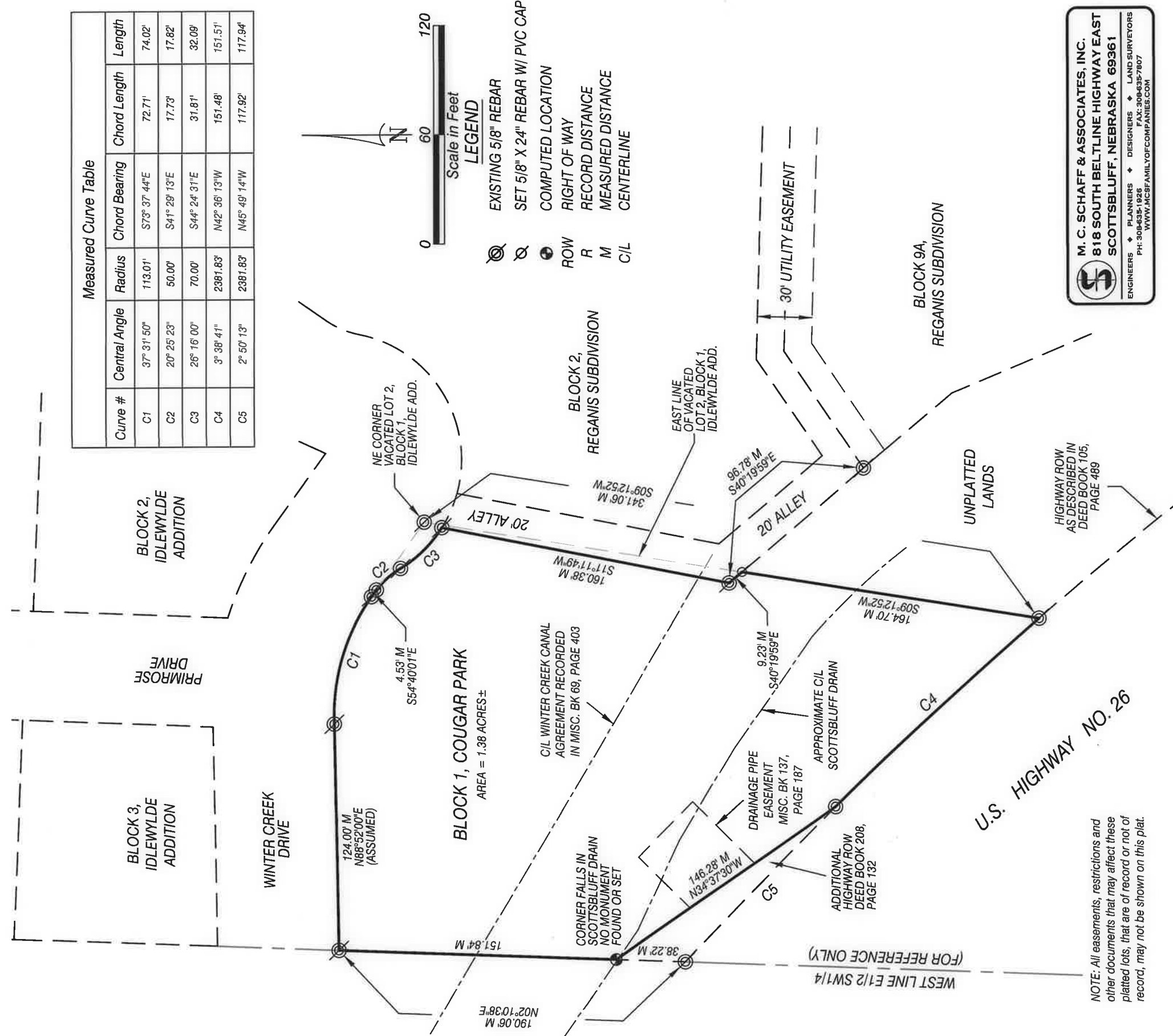
 **M. C. SCHAFF & ASSOCIATES, INC.**
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361
ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS
PH: 308-635-1926 FAX: 308-635-7807
WWW.MCSFAMILYOFCOMPANIES.COM

FINAL PLAT

BLOCK 1, COUGAR PARK

TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA

PART OF VACATED LOTS 1 AND 2, BLOCK 1, IDLEWYLDE ADDITION,
SITUATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 13,
TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M.,
SCOTTS BLUFF COUNTY, NEBRASKA



Curve #	Central Angle	Radius	Chord Bearing	Chord Length	Length
C1	37° 31' 50"	113.01'	S73° 37' 44"E	72.71'	74.02'
C2	20° 25' 23"	50.00'	S41° 29' 13"E	17.73'	17.82'
C3	26° 16' 00"	70.00'	S44° 24' 31"E	31.81'	32.09'
C4	3° 38' 41"	2381.83'	N42° 36' 13"W	151.48'	151.51'
C5	2° 50' 13"	2381.83'	N45° 49' 14"W	117.92'	117.94'

Scale in Feet
0 60 120

LEGEND

- EXISTING 5/8" REBAR
- SET 5/8" X 24" REBAR W/ PVC CAP
- COMPUTED LOCATION
- RIGHT OF WAY
- RECORD DISTANCE
- MEASURED DISTANCE
- CENTERLINE

ROW
R
M
C/L

WEST LINE E1/2 SW1/4
(FOR REFERENCE ONLY)

NOTE: All easements, restrictions and other documents that may affect these platted lots, that are of record or not of record, may not be shown on this plat.

M. C. SCHAFF & ASSOCIATES, INC.
818 SOUTH BELTLINE HIGHWAY EAST
SCOTTSBLUFF, NEBRASKA 69361

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PH: 308-635-1926 FAX: 308-635-7807
WWW.MCSFAMILYCOMPANIES.COM

RESOLUTION NO. 26-___

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

WHEREAS, BE IT RESOLVED, the Preliminary Plat and Final Plat of Block 1, Cougar Park, Part of Vacated Lots 1 and 2, Block 1, Idlewylde Addition, situated in the East Half of the Southwest Quarter of Section 13, Township 22 North, Range 55 West of the Sixth P.M., Scotts Bluff County, Nebraska, and more particularly described in the Final Plat signed on the date of May 18, 2026, duly made, acknowledged and certified, is approved and the Mayor is authorized to sign the Final Plat on behalf of the City of Scottsbluff, Nebraska. Such Final Plat is ordered to be filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this ____ day of June, 2026.

Betsy Vidlak, Mayor

ATTEST:

Kimberley Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 10.a

Council to discuss and consider action on an Economic Development Assistance Agreement with Scrunchies Market, LLC, a Wyoming limited liability company d/b/a High Plains Market, and authorize the City Manager to sign the Agreement.

Staff Contact: Sharaya DeSersa

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Economic Development Assistance Agreement (“Agreement”) is made between the City of Scottsbluff, Nebraska (the “City”) and Scrunchies Market LLC, a Wyoming limited liability company d/b/a High Plains Market (the “Applicant”).

Recitals:

- a. The City has adopted an Economic Development Program (the “Program”) according to the Nebraska Local Option Municipal Economic Development Act.
- b. The Applicant has made application for assistance from the Program (the “Application”);
- c. The Administrator of the Program and the City Economic Development Application Review Committee (the “Committee”) have reviewed the Application and recommended to the City Council that a loan (the “Loan”) be made to the Applicant from the City of Scottsbluff Economic Development Fund (the “Fund”) as provided for in this Agreement. The City Council has approved the Committee’s recommendation.
- d. The parties enter into this Agreement to set forth terms and conditions of the Loan.

Agreement:

1. **Purpose of Loan:** The Applicant operates a natural food store which provides natural, clean, organic food and supplements (the “Business”). The proceeds of the Loan will be used primarily for fixed assets and working capital for the Business.
2. **Amount of Loan:** The Loan will be in the amount of \$25,000.00 and will be disbursed from the Fund to the Applicant as provided for below. The Loan will be represented by a promissory note (the “Note”) to be signed at the Loan Closing in the form acceptable to the City. The principal balance of the Note will accrue interest at the Applicable Federal Mid-Term rate for the month of the Loan Closing. All principal and interest of the Note will be due and payable upon demand by the City if, at any time prior to June 15, 2031, Applicant ceases to conduct the Business in the City of Scottsbluff.
3. **Loan Disbursement and Loan Closing:** After the Applicant has satisfied the conditions of the Loan Closing, the amount of the Loan will be scheduled as a claim at the next City Council meeting for which the matter may be reasonably scheduled. The City will disburse the Loan proceeds within 10 business days after the City Council has approved a claim for the Loan. The disbursement of the Loan proceeds will constitute the “Loan Closing.”
4. **Loan Forgiveness:** The City will forgive \$5,000.00 of principal and interest of the Loan each year beginning on June 15, 2026 for each year the Applicant’s Business continuously remains in business in the City of Scottsbluff through June 15, 2031 at which time the entire amount of the loan will be forgiven if the Applicants Business is in business in the City of Scottsbluff.
5. **Security:** To secure the Applicant’s obligations under the Note and this Agreement the Applicant will provide the following “Security”: a personal guaranty from the Members of the Applicant and a security interest in the personal property used in the Business.

- 6. Representations and Warranties of the Applicant:** The Applicant represents and warrants the following, all of which will survive the Loan Closing:
- a. The Applicant is a limited liability company organized, existing, and in good standing under the laws of Wyoming. The Applicant is registered to do business in Nebraska. The Applicant has full power and authority to enter into this Agreement and carry out the transactions contemplated by this Agreement. The Applicant's execution, delivery and performance of this Agreement have been authorized by all necessary action on the part of the Applicant. This Agreement, and each agreement and instrument delivered by the Applicant to the City related to this Agreement is and will be the legal and binding obligation of the Applicant, enforceable against the Applicant in accordance with its terms.
 - b. No representation or warranty made by the Applicant in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the Applicant that are required to make the statements not misleading.
 - c. The execution and performance of this Agreement will not violate any provision of law, or conflict with, or result in any breach or default of any of the terms or conditions of any indenture, mortgage, agreement, or other instrument to which the Applicant is a party or by which they are bound.
- 7. Conditions to Loan Closing:** The City's obligation to proceed with the Loan Closing is subject to the Applicant's fulfillment of each of the following conditions at or prior to the Loan Closing:
- a. All representations and warranties of the Applicant shall be true as of the Loan Closing.
 - b. The Applicant must deliver to the City the Security as described in Section 5.
 - c. The Applicant shall have delivered to the City a copy of the current and correct Certificate of Organization and Operating Agreement, if any, of the Applicant certified by Melissa M. Folot and Matthew D. Folot ("Members") to be correct along with a certified resolution of the Members authorizing this Agreement and providing for signature authority.
 - d. The Applicant shall have performed its obligations, agreements, and covenants contained in this Agreement to be performed by them, on, or before the Loan Closing.
 - e. There shall have been no material adverse change in the operation or financial status of the Applicant since the Application was submitted, and the Loan Closing will constitute the Applicant's representations that there has been no such material adverse change.
 - f. In requesting the disbursement of the Loan, the Applicant is considered to have represented that the above conditions have been satisfied and are continuing to be satisfied.
- 8. Default:** The Applicant will be in default in this Agreement and the Note if any of the following happen:
- a. Failure to comply with any of the terms of this Agreement or the Note.
 - b. Any warranty, representation or statement made or given to the City by the Applicant proves to have been false in any material respect when made or given.

- c. Liquidation of the Business, the termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors, or bankruptcy of the Applicant.
 - d. The Applicant ceases to conduct its Business or moves its Business without prior written notice to the City of the move.
9. **Assignability:** The Applicant may not assign or transfer its interest in this Agreement without the consent of the City.
10. **Confidentiality:** This Agreement and its terms are a public record and are not confidential. However, the City agrees to take reasonable steps to insure that any financial and proprietary information provided in connection with this Agreement by the Applicant will remain confidential and will not be revealed or disclosed to outside sources unless the information is public knowledge, is independently developed, or is required to be disclosed by law or legal process.
11. **Notices:** Any notices or other communications between the parties shall be personally delivered, sent by certified or registered mail, return receipt requested, by Federal Express or similar service that records delivery, to the addresses set out below, or to such other address as a party may designate, from time to time, by written notice to the other. A notice shall be deemed effective upon receipt.

If to the City: City of Scottsbluff
 2525 Circle Drive
 Scottsbluff, NE 69361
 Attention: City Manager
 Email: kspencer@scottsbluff.org

If to the Applicant: Scrunchies Market LLC d/b/a High Plains Market
 5526 Road 56
 P.O. Box 280
 Torrington, WY 82240
 Attention: Melissa M. Folot
 Email: scrunchies market@gmail.com

12. **Miscellaneous:**

- a. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and may only be modified by a writing signed by both of the parties.
- b. The City's waiver of any one default will not be a waiver of the same or any other default in the future. The City's failure to exercise any right given to it by this Agreement will not be a waiver of any later exercise of that right.
- c. The provisions of this Agreement are severable and if any provision is held to be invalid, the remainder of the Agreement will remain in effect.
- d. This Agreement may be executed in any number of counterparts.
- e. This Agreement shall be governed by the laws of Nebraska.
- f. This Agreement shall be binding on the successors and assigns of the parties.

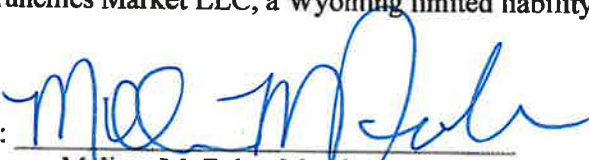
By signing below, the parties signify their agreement to the terms of this Agreement. This Agreement shall be effective once signed by both parties.

City of Scottsbluff, Nebraska

By: _____
City Manager

Date: _____

Scrunchies Market LLC, a Wyoming limited liability company d/b/a High Plains Market

By: 
Melissa M. Folot, Member

Date: 5/15/26

By: 
Matthew D. Folot, Member

Date: 5/15/26

Promissory Note

\$25,000.00

Effective Date: June 15, 2065

For value received, Scrunchies Market LLC, a Wyoming limited liability company d/b/a/ High Plains Market ("Borrower") promises to pay to the order of the City of Scottsbluff, Nebraska ("Lender"), the principal sum of Twenty Five Thousand Dollars (\$25,000.00), together with interest on the unpaid principal balance accruing from and after June 15, 2026 at a rate of 4.08% per year upon Lender's demand on or after June 15, 2031, or prior to June 15, 2031 if Borrower ceases to conduct business in the City of Scottsbluff, Nebraska as contemplated by the EDA Agreement (as defined below).

Application of Payments. Payments received by Lender will first be applied to interest due and the balance to principal.

EDA Agreement. This Note is being made according to an Economic Development Assistance Agreement between Borrower and Lender (the "EDA Agreement"). Borrower may be entitled to forgiveness of this Note according to the terms of the EDA Agreement.

Lender's Address for Receipt of Payment. Payments shall be hand-delivered to Lender or sent to the following address or to such other address or by such other method that Lender designates in writing.

City of Scottsbluff
Attn: Finance Director
2424 Circle Drive
Scottsbluff, NE 69361

Default. Upon default of this Note or the EDA Agreement by Borrower, Lender may demand that this Note become immediately due and payable. If payment of this Note is not made when due, the effective rate of interest on this Note shall be 16.00% per year from the due date until payment in full.

Waiver. Borrower waives presentment for payment, demand, protest, notice of dishonor, and all other notices normally required by law.

Applicable Law. This Note shall be governed by the laws of Nebraska. Borrower agrees that venue for all proceedings regarding this Note shall be in Scotts Bluff County, Nebraska.

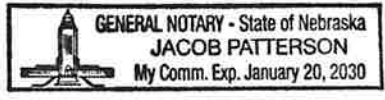
SCRUNCHIES MARKET LLC, a Wyoming limited liability company d/b/a High Plains Market

By: 
Melissa M. Folot, Member

By: 
Matthew D. Folot, Member

State of Nebraska; County of Scotts Bluff: ss.

This Promissory Note was acknowledged before me on June 1, 2026 by Melissa M. Folot and Matthew D. Folot, the Members of Scrunchies Market LLC a Wyoming limited liability company d/b/a High Patrick Market, for and on behalf of the company, Borrower.




Notary Public

Personal Guaranty

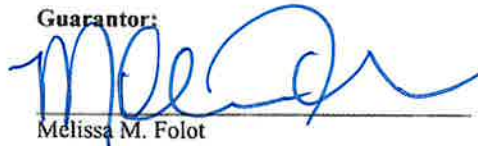
This Personal Guaranty ("Guaranty") is given by Melissa M. Folot ("Guarantor") to guarantee certain obligations of Scrunchies Market LLC, a Wyoming limited liability company d/b/a High Plain Market ("Borrower") to the City of Scottsbluff, Nebraska ("Lender").

1. **Recitals:** Lender is loaning money to Borrower (the "Loan") as evidenced by that Promissory Note dated June 15, 2026 in the original principal amount of \$25,000.00 (the "Note"). Lender is requiring as a condition of the Loan that Guarantor enter into this Guaranty. Guarantor is a member of Borrower and will benefit from the Loan.
2. **Obligations Guaranteed:** Guarantor personally guarantees payment of the Note and all modifications, extensions, and renewals of the Note (the "Obligations"). Guarantor agrees to pay Lender any and all amounts owed to Lender according to the Obligations.
3. **Guarantee of Payment:** This Guaranty is a guarantee of payment by Guarantor and Lender's rights in this Guaranty may be exercised by Lender at any time that Borrower is in default of the Obligations. Lender shall not be required to resort first for payment from Borrower or from any other person liable in any way for the Obligations.
4. **Exercise of Rights/Waiver:** Lender may at any time without consent of or notice to Guarantor, and without incurring responsibility to or impairing or releasing the Obligations or this Guaranty, in whole or in part:
 - a. Change the manner, place or terms of payment and/or change or extend the time or payment of, renew, or alter any of the Obligations, or any security, or any debt, liability or obligation incurred directly or indirectly with respect to the Obligations and this Guaranty shall continue to apply to the Obligations as changed, extended, renewed or altered;
 - b. Exercise or refrain from exercising any rights against the Borrower or others (including Guarantor);
 - c. Settle or compromise any of the Obligations or any security for the Obligations, or subordinate the payment of all or any part of the Obligations to the payment of any debt, liability or obligation (whether due or not) of Borrower to creditors of Borrower; and
 - d. Apply any sums paid or realized from any source to the Obligations and regardless of the application or use of the consideration, if any, received in connection with the Obligations.
5. **Primary Obligation:**
 - a. This Guaranty is a primary obligation of Guarantor. Guarantor's obligation shall not be affected by the illegality, invalidity, irregularity, or unenforceability of all or any part of the Obligations or of any security for the Obligations, or by the violation of any applicable usury laws, forgery, or any other circumstances that make the Obligations unenforceable against Borrower. Likewise, Guarantor's obligation shall not be affected by the assumption of Obligations by any person, party, or entity other than Borrower.
 - b. The fact that the financial condition of Borrower or any other obligor or guarantor may not have been correctly estimated or may change at any time shall have no effect on the rights of Lender under this Guaranty. Lender shall have no duty to disclose to Guarantor any facts it may now or in the future have concerning Borrower's financial condition.
 - c. Guarantor shall remain obligated under this Guaranty even if Borrower, or any other person who is obligated to pay the Obligations, has the Obligations discharged in bankruptcy or in any other manner. In the event of a discharge, Guarantor's obligation shall include attorney's fees and any other amounts that Borrower is discharged from paying.
 - d. If a claim is ever made against Lender for repayment or recovery of any amount or amounts received by Lender in payment or on account of any of the Obligations, and Lender repays all or part of the amount claimed by reason of (1) any judgment, decree or order of any court (including a bankruptcy court) or administrative body having jurisdiction over Lender or (2) any settlement or compromise of any claim effected by Lender with any claimant (including Borrower), then Guarantor agrees that the judgment, decree, order, settlement or compromise shall be binding upon Guarantor even though this Guaranty may have been revoked or released or the Obligations were canceled or released. In that event, Guarantor shall remain liable to Lender for the amount repaid by Lender as if that amount had never been received by Lender, along with any costs, interest, attorneys' fees and all other expenses incurred by Lender in connection with the repayment.

6. **Miscellaneous:**

- a. This Guaranty shall continue until the Obligations are paid in full or unless this Guaranty is released by Lender in writing, subject to section 5(d) above. All Obligations shall be conclusively presumed to have been made all or in part in reliance on this Guaranty.
- b. Guarantor waives notice of acceptance of this Guaranty and notice of the Obligations, and waives presentment, demand of payment, protest, notice of dishonor or nonpayment, notice of default, or notice of right to cure any default with respect to any of the Obligations, or notice of any suit or other action by Lender against any party liable for the Obligations.
- c. Unless and until the Obligations are satisfied in full, Guarantor waives all present and future claims, rights, and remedies against Borrower or any other party obligated for the Obligations. This waiver includes, but is not limited to, the rights of contribution, reimbursement, indemnification, subrogation, exoneration, and any right to participate in any claim or remedy that Lender may have.
- d. No delay or failure on the part of Lender to exercise its rights under this Guaranty shall be considered as a waiver of Lender's rights under this Guaranty. No waiver, modification or amendment of this Guaranty by Lender shall be effective unless in writing, and then shall only apply to the specific instance involved.
- e. Any acknowledgment or new promise, whether or not a payment of any Obligation has occurred, by Borrower or anyone else (including the Guarantor) shall toll any statute of limitations that may otherwise be running with respect to the Guarantor.
- f. This Guaranty shall be governed by the laws of Nebraska. Guarantor agrees that venue for all proceedings regarding this Guaranty shall be in Scotts Bluff County, Nebraska and Guarantor agrees to submit to the jurisdiction of Nebraska courts.
- g. Lender may freely assign its rights under this Guaranty to any person or entity.
- h. This Guaranty shall be binding upon the successors and assigns of the Guarantor.
- i. If any provision of this Guaranty conflicts with applicable law or is declared invalid or otherwise unenforceable, such conflict or invalidity shall not affect the other provisions of this Guaranty which can be given effect without the conflicting provision, and to this end the provisions of this Guaranty are declared to be severable.

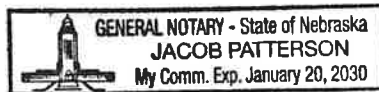
Guarantor:



Melissa M. Folot

State of Nebraska; County of Scotts Bluff: ss.

This Personal Guaranty was acknowledged before me on June 1, 2026 by Melissa M. Folot.



Notary Public

Personal Guaranty

This Personal Guaranty ("Guaranty") is given by Matthew D. Folot ("Guarantor") to guarantee certain obligations of Scrunchies Market LLC, a Wyoming limited liability company d/b/a High Plain Market ("Borrower") to the City of Scottsbluff, Nebraska ("Lender").

1. **Recitals:** Lender is loaning money to Borrower (the "Loan") as evidenced by that Promissory Note dated June 15, 2026 in the original principal amount of \$25,000.00 (the "Note"). Lender is requiring as a condition of the Loan that Guarantor enter into this Guaranty. Guarantor is a member of Borrower and will benefit from the Loan.
2. **Obligations Guaranteed:** Guarantor personally guarantees payment of the Note and all modifications, extensions, and renewals of the Note (the "Obligations"). Guarantor agrees to pay Lender any and all amounts owed to Lender according to the Obligations.
3. **Guarantee of Payment:** This Guaranty is a guarantee of payment by Guarantor and Lender's rights in this Guaranty may be exercised by Lender at any time that Borrower is in default of the Obligations. Lender shall not be required to resort first for payment from Borrower or from any other person liable in any way for the Obligations.
4. **Exercise of Rights/Waiver:** Lender may at any time without consent of or notice to Guarantor, and without incurring responsibility to or impairing or releasing the Obligations or this Guaranty, in whole or in part:
 - a. Change the manner, place or terms of payment and/or change or extend the time or payment of, renew, or alter any of the Obligations, or any security, or any debt, liability or obligation incurred directly or indirectly with respect to the Obligations and this Guaranty shall continue to apply to the Obligations as changed, extended, renewed or altered;
 - b. Exercise or refrain from exercising any rights against the Borrower or others (including Guarantor);
 - c. Settle or compromise any of the Obligations or any security for the Obligations, or subordinate the payment of all or any part of the Obligations to the payment of any debt, liability or obligation (whether due or not) of Borrower to creditors of Borrower; and
 - d. Apply any sums paid or realized from any source to the Obligations and regardless of the application or use of the consideration, if any, received in connection with the Obligations.
5. **Primary Obligation:**
 - a. This Guaranty is a primary obligation of Guarantor. Guarantor's obligation shall not be affected by the illegality, invalidity, irregularity, or unenforceability of all or any part of the Obligations or of any security for the Obligations, or by the violation of any applicable usury laws, forgery, or any other circumstances that make the Obligations unenforceable against Borrower. Likewise, Guarantor's obligation shall not be affected by the assumption of Obligations by any person, party, or entity other than Borrower.
 - b. The fact that the financial condition of Borrower or any other obligor or guarantor may not have been correctly estimated or may change at any time shall have no effect on the rights of Lender under this Guaranty. Lender shall have no duty to disclose to Guarantor any facts it may now or in the future have concerning Borrower's financial condition.
 - c. Guarantor shall remain obligated under this Guaranty even if Borrower, or any other person who is obligated to pay the Obligations, has the Obligations discharged in bankruptcy or in any other manner. In the event of a discharge, Guarantor's obligation shall include attorney's fees and any other amounts that Borrower is discharged from paying.
 - d. If a claim is ever made against Lender for repayment or recovery of any amount or amounts received by Lender in payment or on account of any of the Obligations, and Lender repays all or part of the amount claimed by reason of (1) any judgment, decree or order of any court (including a bankruptcy court) or administrative body having jurisdiction over Lender or (2) any settlement or compromise of any claim effected by Lender with any claimant (including Borrower), then Guarantor agrees that the judgment, decree, order, settlement or compromise shall be binding upon Guarantor even though this Guaranty may have been revoked or released or the Obligations were canceled or released. In that event, Guarantor shall remain liable to Lender for the amount repaid by Lender as if that amount had never been received by Lender, along with any costs, interest, attorneys' fees and all other expenses incurred by Lender in connection with the repayment.

6. **Miscellaneous:**

- a. This Guaranty shall continue until the Obligations are paid in full or unless this Guaranty is released by Lender in writing, subject to section 5(d) above. All Obligations shall be conclusively presumed to have been made all or in part in reliance on this Guaranty.
- b. Guarantor waives notice of acceptance of this Guaranty and notice of the Obligations, and waives presentment, demand of payment, protest, notice of dishonor or nonpayment, notice of default, or notice of right to cure any default with respect to any of the Obligations, or notice of any suit or other action by Lender against any party liable for the Obligations.
- c. Unless and until the Obligations are satisfied in full, Guarantor waives all present and future claims, rights, and remedies against Borrower or any other party obligated for the Obligations. This waiver includes, but is not limited to, the rights of contribution, reimbursement, indemnification, subrogation, exoneration, and any right to participate in any claim or remedy that Lender may have.
- d. No delay or failure on the part of Lender to exercise its rights under this Guaranty shall be considered as a waiver of Lender's rights under this Guaranty. No waiver, modification or amendment of this Guaranty by Lender shall be effective unless in writing, and then shall only apply to the specific instance involved.
- e. Any acknowledgment or new promise, whether or not a payment of any Obligation has occurred, by Borrower or anyone else (including the Guarantor) shall toll any statute of limitations that may otherwise be running with respect to the Guarantor.
- f. This Guaranty shall be governed by the laws of Nebraska. Guarantor agrees that venue for all proceedings regarding this Guaranty shall be in Scotts Bluff County, Nebraska and Guarantor agrees to submit to the jurisdiction of Nebraska courts.
- g. Lender may freely assign its rights under this Guaranty to any person or entity.
- h. This Guaranty shall be binding upon the successors and assigns of the Guarantor.
- i. If any provision of this Guaranty conflicts with applicable law or is declared invalid or otherwise unenforceable, such conflict or invalidity shall not affect the other provisions of this Guaranty which can be given effect without the conflicting provision, and to this end the provisions of this Guaranty are declared to be severable.

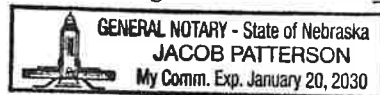
Guarantor:



Matthew D. Folot

State of Nebraska; County of Scotts Bluff: ss.

This Personal Guaranty was acknowledged before me on June 1, 2026 by Matthew D. Folot.



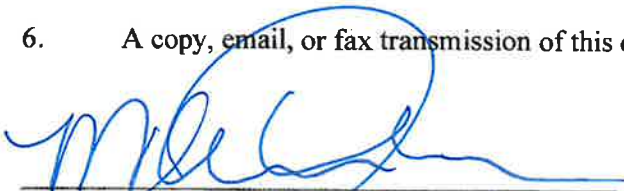
Notary Public

SCRUNCHIES MARKET LLC
A Wyoming Limited Liability Company
Action by Written Consent

The undersigned, being the all the Members of Scrunchies Market LLC, a Wyoming limited liability company d/b/a High Plains Market (the "Company") by unanimous written consent, take the following actions and adopt the following resolutions:

Resolved:

1. The Company has entered into an Economic Development Assistance Agreement (the "Agreement") with the City of Scottsbluff, Nebraska (the "City") relating to a loan from the City to be used in operation of the Company's natural food store.
2. The Company ratifies the Agreement.
3. Without limiting the foregoing, Melissa M. Folot, as the authorized Member, is authorized, empowered and directed, on behalf of the Company, to execute and deliver all other agreements and documents deemed necessary or otherwise required in connection with the Agreement and the closing of the loan contemplated thereby, including without limitation the Agreement, Promissory Note, Security Agreement and other documents, upon such terms and with such changes, as she deems necessary, convenient and in the best interest of the Company. The execution and delivery of such agreements and documents by Melissa M. Folot, whether before or after the date of this Action by Written Consent, shall constitute conclusive evidence that the terms of the Agreement and documents are authorized by and binding on the Company.
4. This Action by Written Consent shall have the effect of a unanimous vote of the Members. This Action by Written Consent shall be effective as of June 15, 2026.
5. The Members, Melissa M. Folot and Matthew D. Folot, certify a current and correct copy of the Certificate of Organization and Operating Agreement, if any, are attached to this Action by Written Consent.
6. A copy, email, or fax transmission of this document is enforceable as an original.



Melissa M. Folot, Member



Matthew D. Folot, Member

Security Agreement

1. **Parties.** This Security Agreement ("Agreement") is made by and between Scrunchies Market LLC, a Wyoming limited liability company d/b/a High Plains Market ("Debtor"), whose address is 2801 Avenue B, Suite 3, Scottsbluff, NE 69361 and City of Scottsbluff, Nebraska ("Secured Party"), whose address is 2525 Circle Drive, Scottsbluff, NE 69361.
2. **Security Interest and Collateral.** To secure the payment and performance of each and every debt, liability and obligation of every type and description which Debtor may now or at any time hereafter owe to Secured Party (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, the result of a guaranty, liquidated or unliquidated, or joint, several or joint and several; all such debts, liabilities and obligations being herein collectively referred to as the "Obligations"), Debtor hereby grants Secured Party a security interest (the "Security Interest") in the following property (collectively, the "Collateral"):
 - A. All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to, all vehicles, furniture, fixtures, and office and record keeping equipment ("Equipment");
 - B. All inventory of Debtor, whether now owned or hereafter acquired, including, without limitation, goods used or consumed in Debtor's business ("Inventory");
 - C. All Debtor's accounts and other rights to payment, whether now owned or hereafter acquired, to include, without limitation, each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may, at any time, have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, loans and obligations receivable and tax refunds ("Accounts"); and
 - D. All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use Debtor's name ("General Intangibles"),

together with all substitutions and replacements for, and products and proceeds of, any and all of the foregoing property, together with all accessions, accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any of said Collateral, and all other documents of title now or hereafter covering any Collateral. The Obligations secured include, without limitation, a Promissory Note dated effective June 15, 2026 in the original amount of \$25,000.00 given by Debtor to Secured Party.

3. **Representations, Warranties and Agreements.** Debtor represents, warrants and agrees:
 - A. Except for the Security Interest granted by Debtor herein and security interests of Platte Valley Bank and others approved by Secured Party in writing, the Debtor is, or will be the owner of the Collateral free and clear from any adverse lien, security interest or other encumbrance and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein. Secured Party approves all security interests in the Collateral as shown by UCC-1 financing statements filed against Debtor with the Nebraska Secretary of State's office on or before June 15, 2026.

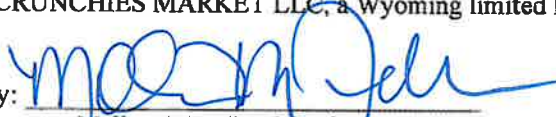
- B. At the request of Secured Party, Debtor will provide and execute any documents necessary for Secured Party to perfect its Security Interest in the Collateral.
 - C. Debtor will not make or permit any assignment, pledge, or hypothecation of the Collateral or grant any other security interest in the Collateral unless approved by Secured Party in writing.
 - D. Debtor will not make or permit any transfer of any Collateral and will remain at all times in possession of the Collateral, unless otherwise mutually agreed upon by the parties in writing.
 - E. Debtor will, at its own expense, keep the Collateral in good as condition as it is in on the date hereof, reasonable wear, tear, and depreciation excepted, and from time to time forthwith, replace and repair any of such Collateral as may be broken or damaged without allowing any lien to be created upon the Collateral on account of such replacement or repairs. Secured Party may examine and inspect the Collateral at any time, wherever located.
 - F. Debtor will, at its own expense, keep the Collateral insured against loss as appropriate, by theft, collision, fire and extended coverage, with loss payable to Secured Party as its interest may appear and will, on demand, deliver such policies of insurance or furnish proof of such insurance to Secured Party.
 - G. Debtor will pay all taxes and assessments of every nature which may be levied or assessed against the Collateral.
 - H. At its option, Secured Party may procure the insurance required hereunder, discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral without Secured Party's consent, and may pay for the repair of any damage or injury to or for the preservation and maintenance of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payment or expense incurred by Secured Party pursuant to the foregoing authorization. Until such reimbursement, the amount of any such payment, with interest at the rate of 16% per annum from the date of payment until reimbursement, shall be owed by Debtor to Secured Party and shall be secured by this Agreement.
 - I. Debtor will not use the Collateral in violation of any applicable statute, regulation or ordinance.
 - J. Debtor will pay Secured Party any and all costs and expenses incurred in recovering possession of the Collateral and incurred in enforcing this Security Agreement, including attorney's fees and the same shall be secured by this Security Agreement.
4. **Events of Default**. Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions ("Events of Default"):
- A. Default in the payment or performance of any of the Obligations or any covenant or liability contained or referred to herein or in any note or agreement evidencing the same.
 - B. Any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished.
 - C. Damage or destruction of any of the Collateral by Debtor or the making of any levy, seizure or attachment thereof or thereon.

- D. Debtor making a general assignment for the benefit of creditors or filing a petition in voluntary bankruptcy or petition or answer seeking reorganization of Debtor or a readjustment of their indebtedness under the Federal Bankruptcy Law or consenting to the appointment of a receiver or trustee of its property.
5. **Remedies Upon Default.** Upon the occurrence and during the continuance of an Event of Default, Secured Party may declare all Obligations secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code or other applicable law. Secured Party may require Debtor to assemble the Collateral and deliver it or make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private or other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the Debtor at the address shown at the beginning of this Agreement at least 10 days before the time of the sale or disposition.
6. **Miscellaneous Provisions.**
- A. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion.
- B. The taking of this Security Agreement shall not waive or impair any other security the Secured Party may have or hereafter acquire for the payment of the Obligations, nor shall the taking of any such additional security waive or impair this Security Agreement and Secured Party may resort to any security it may have in the order it may deem proper, and notwithstanding any collateral security, Secured Party shall retain its rights of set-off against Debtor.
- C. This Security Agreement shall inure to the benefit of the successors and assigns of the Secured Party and shall bind the successors and assigns of the Debtor.
- D. This Security Agreement shall be construed according to and governed by the laws of the State of Nebraska.
- E. In case any one or more of the provisions contained in this Security Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- F. This Security Agreement shall become effective when it is signed by Debtor.

SIGNATURE PAGE FOR THIS SECURITY AGREEMENT WILL FOLLOW

SIGNATURE PAGE OF SECURITY AGREEMENT

SCRUNCHIES MARKET LLC, a Wyoming limited liability company d/b/a High Plains Market

By: 
Melissa M. Folot, Member

Date: 5/15/26

By: 
Matthew D. Folot, Member

Date: 5/15/26

City of Scottsbluff, Nebraska

By: _____
Kevin Spencer, City Manager

Date: _____

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 10.b

Council to discuss and consider action on the KENO funding request from CASA of Scotts Bluff County in the amount of \$10,000.

Staff Contact: Kevin E Spencer

**CITY of SCOTTSBLUFF
KENO FUND APPLICATION**

Date: May 6, 2026

1. Applicant Name: CASA of Scotts Bluff County
2. Mailing Address: 2035 10th Street Gering, NE 69341
3. Business Location/Years in Business: Scotts Bluff County, 30 Years
4. Type of Organization: (Check one) Private, not-for-profit Public, not-for-profit
(Attach copy of IRS Determination Letter.)
5. Contact Person: Nichole Shepard, Executive Director
6. Telephone Number: [REDACTED]
7. Email Address: [REDACTED]
8. Names of Partner Organizations for this project: Nebraska CASA Association, Nebraska Department of Health and Human Services, Scotts Bluff County Juvenile Court, local school districts; and community service providers supporting children and families
9. Name of Proposed Project: Foster Youth Essential Needs & Advocacy Support Initiative
10. Target Population to be Served: Children in Scotts Bluff County involved in abuse and neglect cases, many of whom enter foster care experiencing significant instability and unmet basic needs. This project ensures these children have access to essential resources and consistent, well-trained CASA advocates, who are currently serving 68 children.
11. Project Start Date: July 2026 Project Completion Date: June 2027
12. Amount Requested: \$10,000
13. Matching funding or other monies available toward completion of the project:

CASA of Scotts Bluff County is supported through a combination of established funding sources, including VOCA (Victims of Crime Act), the Nebraska CASA Association, United Way, and ongoing local fundraising efforts. These sources provide stable, ongoing support for core program operations, including staff and general advocacy services. However, many of these funding streams are restricted in scope and do not fully cover flexible, immediate-response needs such as essential care items for children entering foster care or expanded training opportunities for volunteers.

The requested KENO funding will serve as targeted supplemental support for this initiative, allowing CASA to provide essential care kits and a structured training program that would otherwise be limited or unavailable. This funding will enhance, not replace, existing resources, ensuring that children served through CASA receive both the basic necessities and high-quality advocacy needed to improve outcomes.

Please complete the following questions with brief descriptions or a summary of project costs. If additional information is available, please refer to it and attach it to this form. Please include your year-end financial report or audit, if available. Funds are for capital improvement-type items that other grants or funds do not fully fund. Priority is given to proposals for one-time capital purchases, which will receive significantly greater consideration than proposals for general operating expenses.

1) **Applicant history** (Brief narrative of the history of the applicant in Scottsbluff.)

CASA of Scotts Bluff County is a nonprofit organization dedicated to advocating for the best interests of children involved in abuse and neglect cases within the local court system. Through the recruitment, training, and support of community volunteers, CASA ensures that each child has a consistent, informed advocate during what is often a complex and overwhelming legal process.

CASA works in collaboration with local courts, service providers, and community partners to improve outcomes for vulnerable children. By connecting children and families to critical resources and providing consistent advocacy, the organization helps promote stability, safety, and long-term well-being.

2) **Project description** (Brief narrative description of the project.)

CASA of Scotts Bluff County is seeking funding to implement the Foster Youth Essential Needs & Advocacy Support Initiative, a structured program designed to address both the immediate and long-term needs of children involved in abuse and neglect cases.

This initiative will provide pre-assembled essential care kits for children entering or currently in foster care. These kits will include clothing (such as coats and seasonal wear), school supplies, and hygiene items to ensure children have access to basic necessities that support their health, dignity, and ability to succeed in school during times of transition.

In addition, this project will fund a defined annual training program for CASA volunteer advocates, including access to statewide conferences, local workshops, and structured monthly training sessions. Training will focus on trauma-informed care, court processes, and available community resources, ensuring volunteers are well-equipped to advocate effectively for the children they serve.

This combined approach ensures that children receive both immediate tangible support and the benefit of highly trained, consistent advocacy, strengthening overall outcomes for vulnerable youth in Scotts Bluff County.

3) **Project budget** (Identify all income and costs for the project, including future costs.)

Essential Care Kits (clothing, hygiene items, school supplies): \$6,500.00

Emergency Basic Needs Support (initial placement stabilization): \$1,500.00

Structured Volunteer Training Program for 2026 – 2027 (state conference, workshops, curriculum): \$1,500.00

Training Materials & Program Support: \$500.00

Total requested: \$10,000

4) **Project justification** (Why is the project needed?)

Children involved in abuse and neglect cases frequently enter foster care with few or no personal belongings, creating immediate unmet needs that can increase stress and instability. Providing essential items such as clothing, hygiene products, and school supplies helps restore a sense of dignity and stability, enabling children to participate more fully in school and daily life.

At the same time, CASA volunteers play a critical role in advocating for these children within the court system. To be effective, volunteers must be well-trained in trauma-informed practices, legal processes, and local resource navigation. A structured and ongoing training program ensures volunteers can make informed recommendations, support positive outcomes, and connect families with appropriate services.

This project is expected to directly support approximately 68 children and 40 trained volunteers annually, providing both essential care items and consistent, high-quality advocacy.

KENO funding is uniquely suited to support these flexible, immediate-response needs, which are not consistently covered by restricted grant sources but are critical to providing support to children during times of crisis. By addressing both urgent, tangible needs and strengthening advocacy capacity, this initiative improves outcomes for vulnerable children while reducing long-term strain on local government and community systems.

5) **Community Betterment Purpose** (Explain how this application meets one or more of the below-listed "Community Betterment Purposes" as allowed by state statute. Check the Community Betterment Purposes listed below that this application meets.)

1. _____ **Enhancing a person's opportunity for educational advancement - examples include** contributing to the operation of a school or establishing or contributing to a scholarship fund.
2. **Relieving or protecting individuals from disease, suffering, or distress - examples include** purchasing food or clothing for the needy or helping to provide medical care for individuals in need.
3. **Contributing to the physical well-being of individuals - examples include** donations to foster athletic activities, or to build, improve, or maintain parks or recreation facilities, or to sponsor amateur athletic leagues or programs.
4. _____ **Assisting individuals in establishing themselves as worthy and valuable citizens by providing educational or business opportunities - examples include** contributions to training programs designed to provide individuals with job skills or to aid handicapped people in making contributions to the community.
5. **Providing individuals with opportunities to contribute to the betterment of the community - examples include** initiating cleanup or beautification projects.
6. _____ **Increasing the comprehension and devotion to the principles upon which this nation was founded - examples include** sponsoring civic events to make individuals more aware of the history of the United States, the State of Nebraska, or other civic institutions or principles.
7. _____ **Initiating, performing, or fostering worthy public works or enabling or furthering the erection or maintenance of public structures - examples include** contributing to a county, city, or village building fund or donations to fund parks or recreation areas.

8. **Lessening the burdens borne by government or voluntarily supporting, augmenting, or supplementing services which government would normally render to the people - examples include** paying for housing, food, or medical services for needy people, aiding the elderly, or contributing to the general fund of a county, city, or village.
9. **Providing tax relief for the community - examples include** using funds raised from county, city, or village lottery to fund any programs or needs which would typically be paid for by taxes imposed upon the community.

This project supports community betterment by focusing on some of the most vulnerable children in Scotts Bluff County - those experiencing abuse, neglect, and the instability of foster care. Many of these children enter care with few personal belongings and significant unmet needs, often during times of trauma and uncertainty. By providing essential items, this project helps restore a sense of stability, dignity, and security, supporting each child's physical, emotional, and educational well-being.

Just as importantly, this initiative ensures that each child is supported by a consistent, well-trained CASA advocate. These volunteers not only advocate for the child's best interests within the court system, but also play a critical role in connecting children and their families to vital community resources. These resources include educational support, healthcare, and local services.

By meeting immediate needs and strengthening these connections, the project helps bring together families, service providers, and community resources in support of each child. This collaborative approach improves outcomes for vulnerable youth while building a more connected, responsive, and supportive community.

The applicant hereby acknowledges that the organization intends to provide services in accordance with the information contained in this request, should the applicant be selected and funded to do so.

Nichole Shepard

Signature of certifying official

May 6, 2026

Date

Nichole Shepard

Typed name of certifying official

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 10.c

Council to discuss and consider action on the Tri-City Stormwater 2026-2027 Media Contracts, and authorize the Mayor to sign the Contracts.

Staff Contact: Zachary Glaubius

The Marketing Strategy

2026- 2027 Annual Contract-Tri-City Storm Water



- + OTT Streaming
- + Television/Video, “Kick Start” Modified Package
21,053 monthly impressions

Recommended investment of \$800 for 12 months- 2026-2027

This will get the City of Scottsbluff Quality Streaming Programing to get your critical message branded

Client Signature

Date

When completed and signed, this contract authorizes your participation and financial obligation in this campaign. Digital advertising is a fluid product and is subject to change as technology matures. All agreements require 30-day written cancellation notice after the first 90-days. All targeting platform services are governed by the IAB/AAAA Terms and Conditions v3.0. Due to the nature of this campaign client/agency unconditionally assumes an obligation for payment. Marquee Broadcasting, Inc. and its stations do not discriminate in advertising contracts based on race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate based on race or ethnicity, even if handwritten, typed or otherwise made a part of the particular contract, is hereby rejected.





2026 Package-

**16 Ads on each KNEB FM,
KMOR, KHYY, KOZY a month for a to-
tal of 64 ads monthly.**

**All ads would run between 5a and 9p
\$600 Monthly**

Signed _____ Date _____

Adam Ostdiek

Account Executive | Rural Radio Scottsbluff | 308-672-4808 |



TRI-CITY STORMWATER CONTRACT STAR -HERALD 2026

2026

½ PAGE COLOR AD JULY		\$750
½ PAGE COLOR AD FALL		\$750
TOTAL		\$1500

Advertiser: Tri-City Stormwater

Provider: Jacqueline Conrad Pearson

This proposal is for media only. Creative and other charges may apply. This agreement is a binding contract between advertiser and provider that automatically renews monthly unless a specific end date is specified above. Either party may modify or cancel the agreement with thirty (30) days' written notice. Click here to read our terms and conditions: <https://lee.net/advertise/tos/>

MAYOR'S SIGNATURE

DATE

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 10.d

Council to discuss and consider action on the Scottsbluff Senior and Aquatic Center Agency Interlocal Cooperation Agreement, and authorize the Mayor to sign the Agreement.

Staff Contact: Kevin E Spencer

SCOTTSSLUFF SENIOR AND AQUATIC CENTER AGENCY INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is made between the City of Scottsbluff, Nebraska (the "City") and the Community Redevelopment Authority of the City of Scottsbluff (the "CRA"). The City and the CRA are collectively referred to as the "Members". This Agreement establishes a separate legal entity which shall be known as the Scottsbluff Senior and Aquatic Center Agency (the "Agency").

Recitals:

a. The City is proposing to increase its municipal sales and use tax at a rate greater than one and one-half percent pursuant to §77-27,142(2) of the Nebraska Statutes (the "Additional Sales Tax").

b. As per §77-27,142(3)(a), no such tax increase may be imposed unless the City is a party to an interlocal agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq. (the "Act") with a political subdivision within the municipality or the county in which the municipality is located, which interlocal agreement shall create a separate legal entity related to any public infrastructure project.

c. The CRA is a political subdivision within the City and is willing to enter into this Agreement with the City in order to create the Agency. The Members desire to enter into this Agreement for the purposes as provided for in this Agreement.

Agreement:

1. Purpose: The Agency is organized under and governed by the provisions of the Act. The purpose of this Agreement is as follows:

a. to provide for a means for the City and the CRA to gather information related to the impact of an infrastructure improvement to construct a senior and aquatic center and make recommendations to the City and the CRA related to the senior and aquatic center project.

b. to make efficient use of the powers of the Members by enabling them to cooperate with each other on a basis of mutual advantage with respect to the senior and aquatic center project.

c. to provide for the management and appropriate expenditure of funds allocated to the Agency by the City, utilizing a fiscal year budget commencing October 1 and terminating on September 30 of each succeeding year.

2. Effective Date and Duration: This Agreement shall be effective as of September 1, 2026, and shall continue in effect until terminated by the City; provided, however, the City shall not terminate this Agreement: (i) as long as the Additional Sales Tax is in effect, or (ii) until the

payment in full of any bonds issued where the Additional Sales Tax is pledged for payment of such bonds and any refunding bonds.

3. Management: The Agency shall be governed by a Board (the "Board") which shall be made up of five (5) members, as follows:

a. Three (3) of the Board members shall be appointed by the Mayor of the City with the approval of the City Council. The CRA shall appoint two (2) members. Each party may also appoint at least one alternate member to serve on a temporary basis as needed. Board members do not have to be members of the governing body of the respective Agencies, but up to two (2) of the Board members may be City Council Members. The members of the Board shall serve at the pleasure of the appointing party and shall serve until the member resigns or is replaced by the appointing entity.

b. The Board shall elect a Chairperson and a Vice-Chairperson from its members. The Chairperson shall preside at all meetings of the Board. The Vice-Chairperson shall act in the absence of the Chairperson. The Board shall also elect a Secretary, who is not required to be a member of the Board. In the event that the Agency is responsible for any funds, the City Finance Director shall act as Ex Officio Treasurer of the Board.

c. The Board shall meet at such time and place as specified by call of the Chairperson or any two members. The Board may, by resolution or bylaw provide for regular meeting times. The Board shall meet at least once per year. Notice of all meetings shall be given as provided for by Nebraska law for political subdivisions.

d. A majority of the Board, to include at least one member representing each Member, shall constitute a quorum to conduct business at any meeting. The affirmative vote of a majority of those present at a meeting at which a quorum is present, and including the affirmative vote of at least one Board member representing the City, shall be required for the Board to act.

4. Board Duties: The Board shall be responsible for governing the actions of the Agency and expenditures of any funds allocated to the Agency. For the purposes of §77-27,142(3) of the Nebraska Statutes, the Board shall be a separate administrative entity relating to the senior and aquatic center project. The Board shall be responsible for evaluating and making recommendations for long term development of the senior and aquatic center project, in addition to any other benchmarks periodically established by the Board or Nebraska Legislature. The Agency and the Board shall have all powers as are provided for in the Act with respect to its purpose.

5. Funding of the Agency: It is not anticipated that the Agency will be funded initially. The City may, however, in the future fund the Agency from any legal funding source, as determined by the City.

6. Property: The senior and aquatic center project shall be the property of the City. Otherwise, all real and personal property (“Property”) contributed to or acquired by the Agency shall be the property of the Agency unless conveyed by the Agency to one of the Members; provided, however, no property shall be conveyed to the CRA without the consent of the City. Upon termination of the Agency, all Property shall be distributed to the City, or as otherwise designated by the City.

7. Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed given at the addresses shown below, when (i) personally delivered, (ii) sent by electronic mail to the authorized representative of a Member, (iii) sent by nationally-recognized courier service with proof of delivery, or (iv) sent by registered or certified United States mail, return receipt requested, postage prepaid. A Member may change its email address or mailing address by delivering notice to the other Party. A notice shall be considered effective upon receipt.

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69631
Att: City Manager

Community Redevelopment Authority
of the City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69631
Att: Chairperson

8. Miscellaneous:

a. This Agreement is binding upon and inures to the benefit of the Members and their respective successors and permitted assigns; provided, however, no assignment of all or any portion of this Agreement shall relieve any Member of its obligations under this Agreement. This Agreement shall not be assignable by either Member without the consent of the other party.

b. The provisions of this Agreement shall be severable. If any of the provisions of this Agreement, or the application of any provision to any person, entity or circumstances, are held to be invalid, such invalidity shall not affect other provisions of or applications of this Agreement which can be given affect without the invalid provision or applications.

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 Members. This Agreement may be amended only in writing signed by both of the Members.

City of Scottsbluff, Nebraska

By _____
Betsy Vidlak, Mayor

Attest:

City Clerk

Community Redevelopment Authority of the
City of Scottsbluff, Nebraska,

By: 

Chairperson

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 10.e

Council to discuss and consider action on the Agreement with M.C. Schaff & Associates, Inc. for Preliminary Engineering Services for Paving District No. 315 located on 18th Avenue from the Highway 26 Frontage Road to 27th Street, and authorize the Mayor to sign the Agreement.

Staff Contact: Doug Gompert

AGREEMENT BETWEEN M.C. SCHAFF & ASSOCIATES, INC.

AND THE CITY OF SCOTTSBLUFF FOR PROFESSIONAL SERVICES FOR PRELIMINARY ENGINEERING SERVICES FOR, PAVING DISTRICT NO. 315 LOCATED ON 18TH AVENUE FROM THE HIGHWAY 26 FRONTAGE ROAD TO 27TH STREET.

The City of Scottsbluff ("CITY") having its office at 2525 Circle Drive, Scottsbluff, Nebraska 69361 and M.C. Schaff & Associates, Inc., a Nebraska Corporation with its address at 818 South Beltline Highway East, Scottsbluff, NE 69361 ("ENGINEER"), agree as follows:

The ENGINEER agrees to provide professional services to the CITY under the following terms and conditions:

I. PROJECT

The ENGINEER agrees to provide professional services to the CITY in connection with the following project ("PROJECT"):

Paving District No. 315 to serve lots located on 18th Avenue from the Highway 26 Frontage Road to 27th Street.

II. SERVICES

A. The ENGINEER agrees to provide Engineering Services for the project as described in Exhibit A.

B. SERVICES under this Agreement shall be performed by ENGINEER to the same standard achieved by other engineers performing similar work in similar locations. Determinations of acceptable quality shall be made by the Project Manager for the City of Scottsbluff.

III. COMPENSATION OF CONSULTANT

A. The ENGINEER'S maximum ceiling fee paid on the basis of time spent at the rates specified in Exhibit B shall be \$120,188.00. Payment shall be made monthly following receipt of the bills submitted by the ENGINEER.

No work will be done by ENGINEER outside the scope of services unless prior Council authorization, in the form of a change order, is received. Work outside the scope of services will be provided at the Hourly rates specified in Exhibit C.

- B. The ENGINEER shall keep complete records of time spent and materials used on the PROJECT so that the CITY may verify bills submitted by the ENGINEER. Such records shall be made available to the CITY upon request and submitted in summary form with each bill.

IV. INSURANCE

- A. During the term of this agreement, the ENGINEER agrees to maintain in effect a policy of professional liability insurance protecting the ENGINEER and its employees in an amount of not less than \$1,000,000. The ENGINEER shall maintain in effect a policy of worker's compensation insurance.
- B. The ENGINEER shall also maintain in effect an insurance policy or policies in an amount of not less than \$1,000,000 which protects it and the CITY from damages resulting from the ENGINEER'S conduct.
- C. Certificates showing the ENGINEER has the required insurance shall be filed with the CITY before any SERVICES are performed. Certificates shall provide not less than 10 days prior written notice to the CITY of cancellation or material changes of the terms of the policy. The Certificate for the insurance outlined in Article IV.B. shall name the CITY as an additional insured party.
- D. The ENGINEER shall indemnify, defend and hold the CITY, its officers, employees and agents harmless from all suits, claims, judgments and expenses (including attorney's fees) resulting or alleged to result from any SERVICES, acts or omissions by the ENGINEER or its employees and agents in performing this agreement.

V. WARRANTIES BY ENGINEER

- A. The ENGINEER warrants that its SERVICES shall conform to the same standards achieved by other engineers performing similar work in similar locations.

- B. The ENGINEER warrants that it has all the skills and experience and all professional licenses necessary to perform the SERVICES it is to provide pursuant to this agreement. The ENGINEER may rely upon the accuracy of reports and surveys provided to it by the CITY except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and survey.
- C. The ENGINEER shall perform its SERVICES for the PROJECT compliance with all applicable laws, ordinances and regulations.

VI. TERMINATION OF AGREEMENT

- A. The agreement can be cancelled by either party with written notice 30 days prior to cancellation.
- B. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice to termination is mailed to it at the above address.
- C. The CITY may terminate this agreement if it decides not to continue with the PROJECT. The CITY shall provide notice of such termination by first class mail to the ENGINEER at its above address. If the PROJECT is terminated for reasons other than the breach of the agreement by the ENGINEER, the ENGINEER shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

VII. OBLIGATIONS OF THE CITY

- A. The CITY agrees to give the ENGINEER access to the PROJECT area and other CITY owned properties as required to perform the necessary SERVICES under this agreement.
- B. The CITY shall notify the ENGINEER of any defects in the SERVICES of which the CITY has actual notice.

VIII. ASSIGNMENT

The ENGINEER shall not subcontract or assign any portion of the SERVICES without prior written consent of such action by the CITY.

IX. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the CITY and the ENGINEER and it supersedes all prior representations or agreements whether written or oral. This agreement may be altered only by written amendment signed by the ENGINEER and the CITY.

X. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the ENGINEER, including plans, tracings, drawings, estimates, specifications, field notes, investigations, studies and reports shall become the property of, and be delivered to, the CITY. The CITY acknowledges that the documents are prepared only for the PROJECT.

Effective Date of this Agreement _____, 2026.

M.C. Schaff & Associates, Inc.

City of Scottsbluff, Nebraska



EXHIBIT A

Scope of Services

Perform all engineering services as required for the making of surveys, designs, layouts, analysis, plans, quantity computations, summaries and other items necessary to determine precise alignment, provide preliminary and final plans of the proposed project, and assist the City in taking of bids on the Project.

The project shall include design of Paving District No. 315 located on 18th Avenue from the Highway 26 Frontage Road to 27th Street including all earthwork, storm sewer, paving, curb & gutter, sidewalks, and related work.

Care shall be exercised in drawing all preliminary and construction details. All notes shall be properly spaced and all lettering shall be of an engineering style. Clarity must be maintained to allow reduction to half size plans.

Specifically, a more detailed description of the services to be performed is as follows:

WORK DESCRIPTION

A. Project Alignment and Field Survey

Perform topographic survey to locate existing facilities and identify potential conflicts with other utilities in the area.

B. Prepare Plans & Specifications)

Perform engineering services and prepare construction drawings, specifications, and a construction estimate detailing the work to be performed by the contractor. The design package will incorporate all appropriate City of Scottsbluff Standard Specifications.

Design services provided by our firm will meet all needs of the City and will be done in compliance with the State Board of Engineers and Architects. All work will be done by qualified engineers, designers, and technicians.

C. Prepare Contract Documents and Assist in Bidding Process

Prepare contract documents for review and approval by the City staff and City Council. The contract documents will include the technical specifications, construction plans, and contractual requirements. The documents will include necessary bid documents for use as a proposal to be submitted by potential bidders. Once the contract documents are approved by the City Council, we will assist the City in the advertisement for, receipt of, and review of bids received. We will prepare a tabulation of the bids received and any documentation needed to evaluate and eventually recommend acceptance of the lowest and best bid. Following contract award, we will prepare the contracts, bonds, and other documents needed for the execution of the construction contract for this project.

EXHIBIT B

WORK ITEM AND STAFF	HOURS	RATE	EXTENSION	SUBTOTAL
A. PROJECT ALIGNMENT AND FIELD SURVEY				\$25,748.00
Professional Engineer	40	\$229.00	\$9,160.00	
Survey Crew	80	\$155.00	\$12,400.00	
Engineering Tech	40	\$96.00	\$3,840.00	
Clerical	4	\$87.00	\$348.00	
B. PREPARE PLANS AND SPECIFICATIONS (STREET)				\$88,248.00
Professional Engineer	300	\$229.00	\$68,700.00	
Survey Crew	0	\$155.00	\$0.00	
Engineering Tech	200	\$96.00	\$19,200.00	
Clerical	4	\$87.00	\$348.00	
C. PREPARE CONTRACT DOCUMENTS AND ASSIST IN BIDDING PROCESS				\$6,192.00
Professional Engineer	24	\$229.00	\$5,496.00	
Survey Crew	0	\$155.00	\$0.00	
Engineering Tech	0	\$96.00	\$0.00	
Clerical	8	\$87.00	\$696.00	
			Total	\$120,188.00

EXHIBIT C

The hourly rate schedule for work to be provided by M.C. Schaff & Associates, Inc. under this agreement shall be as listed below.

Professional Engineer	\$229.00
Survey Crew	\$155.00
Project Inspector	\$103.00
Engineering Tech	\$96.00
Clerical	\$87.00

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 10.f

Council to discuss and consider action on the Agreement with M.C. Schaff & Associates, Inc. for Preliminary Engineering Services for Sanitary Sewer District No. 168 located on 18th Avenue Between Winters Creek Canal and 27th Street, and authorize the Mayor to sign the Agreement.

Staff Contact: Doug Gompert

AGREEMENT BETWEEN M.C. SCHAFF & ASSOCIATES, INC.

AND THE CITY OF SCOTTSBLUFF FOR PROFESSIONAL SERVICES FOR PRELIMINARY ENGINEERING SERVICES FOR, SANITARY SEWER DISTRICT NO. 168 LOCATED ON 18TH AVENUE BETWEEN WINTERS CREEK CANAL AND 27TH STREET.

The City of Scottsbluff ("CITY") having its office at 2525 Circle Drive, Scottsbluff, Nebraska 69361 and M.C. Schaff & Associates, Inc., a Nebraska Corporation with its address at 818 South Beltline Highway East, Scottsbluff, NE 69361 ("ENGINEER"), agree as follows:

The ENGINEER agrees to provide professional services to the CITY under the following terms and conditions:

I. PROJECT

The ENGINEER agrees to provide professional services to the CITY in connection with the following project ("PROJECT"):

Sanitary Sewer District No. 168 located on 18th Avenue between Winters Creek Canal and 27th Street.

II. SERVICES

A. The ENGINEER agrees to provide Engineering Services for the project as described in Exhibit A.

B. SERVICES under this Agreement shall be performed by ENGINEER to the same standard achieved by other engineers performing similar work in similar locations. Determinations of acceptable quality shall be made by the Project Manager for the City of Scottsbluff.

III. COMPENSATION OF CONSULTANT

A. The ENGINEER'S maximum ceiling fee paid on the basis of time spent at the rates specified in Exhibit B shall be \$8,520.00. Payment shall be made monthly following receipt of the bills submitted by the ENGINEER.

No work will be done by ENGINEER outside the scope of services unless prior Council authorization, in the form of a change order, is received. Work outside the scope of services will be provided at the Hourly rates specified in Exhibit C.

- B. The ENGINEER shall keep complete records of time spent and materials used on the PROJECT so that the CITY may verify bills submitted by the ENGINEER. Such records shall be made available to the CITY upon request and submitted in summary form with each bill.

IV. INSURANCE

- A. During the term of this agreement, the ENGINEER agrees to maintain in effect a policy of professional liability insurance protecting the ENGINEER and its employees in an amount of not less than \$1,000,000. The ENGINEER shall maintain in effect a policy of worker's compensation insurance.
- B. The ENGINEER shall also maintain in effect an insurance policy or policies in an amount of not less than \$1,000,000 which protects it and the CITY from damages resulting from the ENGINEER'S conduct.
- C. Certificates showing the ENGINEER has the required insurance shall be filed with the CITY before any SERVICES are performed. Certificates shall provide not less than 10 days prior written notice to the CITY of cancellation or material changes of the terms of the policy. The Certificate for the insurance outlined in Article IV.B. shall name the CITY as an additional insured party.
- D. The ENGINEER shall indemnify, defend and hold the CITY, its officers, employees and agents harmless from all suits, claims, judgments and expenses (including attorney's fees) resulting or alleged to result from any SERVICES, acts or omissions by the ENGINEER or its employees and agents in performing this agreement.

V. WARRANTIES BY ENGINEER

- A. The ENGINEER warrants that its SERVICES shall conform to the same standards achieved by other engineers performing similar work in similar locations.

- B. The ENGINEER warrants that it has all the skills and experience and all professional licenses necessary to perform the SERVICES it is to provide pursuant to this agreement. The ENGINEER may rely upon the accuracy of reports and surveys provided to it by the CITY except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and survey.
- C. The ENGINEER shall perform its SERVICES for the PROJECT compliance with all applicable laws, ordinances and regulations.

VI. TERMINATION OF AGREEMENT

- A. The agreement can be cancelled by either party with written notice 30 days prior to cancellation.
- B. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice to termination is mailed to it at the above address.
- C. The CITY may terminate this agreement if it decides not to continue with the PROJECT. The CITY shall provide notice of such termination by first class mail to the ENGINEER at its above address. If the PROJECT is terminated for reasons other than the breach of the agreement by the ENGINEER, the ENGINEER shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

VII. OBLIGATIONS OF THE CITY

- A. The CITY agrees to give the ENGINEER access to the PROJECT area and other CITY owned properties as required to perform the necessary SERVICES under this agreement.
- B. The CITY shall notify the ENGINEER of any defects in the SERVICES of which the CITY has actual notice.

VIII. ASSIGNMENT

The ENGINEER shall not subcontract or assign any portion of the SERVICES without prior written consent of such action by the CITY.

IX. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the CITY and the ENGINEER and it supersedes all prior representations or agreements whether written or oral. This agreement may be altered only by written amendment signed by the ENGINEER and the CITY.

X. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the ENGINEER, including plans, tracings, drawings, estimates, specifications, field notes, investigations, studies and reports shall become the property of, and be delivered to, the CITY. The CITY acknowledges that the documents are prepared only for the PROJECT.

Effective Date of this Agreement _____, 2026.

M.C. Schaff & Associates, Inc.

City of Scottsbluff, Nebraska

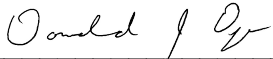


EXHIBIT A

Scope of Services

Perform all engineering services as required for the making of surveys, designs, layouts, analysis, plans, quantity computations, summaries and other items necessary to determine precise alignment, provide preliminary and final plans of the proposed project, and assist the City in taking of bids on the Project.

The project shall include design of Sanitary Sewer District No. 168 located on 18th Avenue between Winters Creek Canal and 27th Street including all sanitary sewer main, manholes, and related work.

Care shall be exercised in drawing all preliminary and construction details. All notes shall be properly spaced and all lettering shall be of an engineering style. Clarity must be maintained to allow reduction to half size plans.

Specifically, a more detailed description of the services to be performed is as follows:

WORK DESCRIPTION

A. Project Alignment and Field Survey

Perform topographic survey to locate existing facilities and identify potential conflicts with other utilities in the area.

B. Prepare Plans & Specifications)

Perform engineering services and prepare construction drawings, specifications, and a construction estimate detailing the work to be performed by the contractor. The design package will incorporate all appropriate City of Scottsbluff Standard Specifications.

Design services provided by our firm will meet all needs of the City and will be done in compliance with the State Board of Engineers and Architects. All work will be done by qualified engineers, designers, and technicians.

C. Prepare Contract Documents and Assist in Bidding Process

Prepare contract documents for review and approval by the City staff and City Council. The contract documents will include the technical specifications, construction plans, and contractual requirements. The documents will include necessary bid documents for use as a proposal to be submitted by potential bidders. Once the contract documents are approved by the City Council, we will assist the City in the advertisement for, receipt of, and review of bids received. We will prepare a tabulation of the bids received and any documentation needed to evaluate and eventually recommend acceptance of the lowest and best bid. Following contract award, we will prepare the contracts, bonds, and other documents needed for the execution of the construction contract for this project.

EXHIBIT B

WORK ITEM AND STAFF	HOURS	RATE	EXTENSION	SUBTOTAL
A. PROJECT ALIGNMENT AND FIELD SURVEY				\$2,082.00
Professional Engineer	2	\$229.00	\$458.00	
Survey Crew	8	\$155.00	\$1,240.00	
Engineering Tech	4	\$96.00	\$384.00	
Clerical	0	\$87.00	\$0.00	
B. PREPARE PLANS AND SPECIFICATIONS (STREET)				\$5,348.00
Professional Engineer	20	\$229.00	\$4,580.00	
Survey Crew	0	\$155.00	\$0.00	
Engineering Tech	8	\$96.00	\$768.00	
Clerical	0	\$87.00	\$0.00	
C. PREPARE CONTRACT DOCUMENTS AND ASSIST IN BIDDING PROCESS				\$1,090.00
Professional Engineer	4	\$229.00	\$916.00	
Survey Crew	0	\$155.00	\$0.00	
Engineering Tech	0	\$96.00	\$0.00	
Clerical	2	\$87.00	\$174.00	
			Total	\$8,520.00

EXHIBIT C

The hourly rate schedule for work to be provided by M.C. Schaff & Associates, Inc. under this agreement shall be as listed below.

Professional Engineer	\$229.00
Survey Crew	\$155.00
Project Inspector	\$103.00
Engineering Tech	\$96.00
Clerical	\$87.00

City of Scottsbluff, Nebraska

Monday, June 1, 2026

Regular Meeting

Item 10.g

Council to discuss and consider action on the Agreement with M.C. Schaff and Associates for Preliminary Engineering Services for Water District No. 106 to serve lots located in the Triple Peaks Subdivision, and authorize the Mayor to sign the Agreement.

Staff Contact: Doug Gompert

AGREEMENT BETWEEN M.C. SCHAFF & ASSOCIATES, INC.

AND THE CITY OF SCOTTSBLUFF FOR PROFESSIONAL SERVICES FOR PRELIMINARY ENGINEERING SERVICES FOR, WATER DISTRICT NO. 106 TO SERVE LOTS LOCATED IN THE TRIPLE PEAKS SUBDIVISION.

The City of Scottsbluff ("CITY") having its office at 2525 Circle Drive, Scottsbluff, Nebraska 69361 and M.C. Schaff & Associates, Inc., a Nebraska Corporation with its address at 818 South Beltline Highway East, Scottsbluff, NE 69361 ("ENGINEER"), agree as follows:

The ENGINEER agrees to provide professional services to the CITY under the following terms and conditions:

I. PROJECT

The ENGINEER agrees to provide professional services to the CITY in connection with the following project ("PROJECT"):

Water District No. 106 to serve lots located in the Triple Peaks Subdivision.

II. SERVICES

A. The ENGINEER agrees to provide Engineering Services for the project as described in Exhibit A.

B. SERVICES under this Agreement shall be performed by ENGINEER to the same standard achieved by other engineers performing similar work in similar locations. Determinations of acceptable quality shall be made by the Project Manager for the City of Scottsbluff.

III. COMPENSATION OF CONSULTANT

A. The ENGINEER'S maximum ceiling fee paid on the basis of time spent at the rates specified in Exhibit B shall be \$47,500.00. Payment shall be made monthly following receipt of the bills submitted by the ENGINEER.

No work will be done by ENGINEER outside the scope of services unless prior Council authorization, in the form of a change order, is received. Work outside the scope of services will be provided at the Hourly rates specified in Exhibit C.

- B. The ENGINEER shall keep complete records of time spent and materials used on the PROJECT so that the CITY may verify bills submitted by the ENGINEER. Such records shall be made available to the CITY upon request and submitted in summary form with each bill.

IV. INSURANCE

- A. During the term of this agreement, the ENGINEER agrees to maintain in effect a policy of professional liability insurance protecting the ENGINEER and its employees in an amount of not less than \$1,000,000. The ENGINEER shall maintain in effect a policy of worker's compensation insurance.
- B. The ENGINEER shall also maintain in effect an insurance policy or policies in an amount of not less than \$1,000,000 which protects it and the CITY from damages resulting from the ENGINEER'S conduct.
- C. Certificates showing the ENGINEER has the required insurance shall be filed with the CITY before any SERVICES are performed. Certificates shall provide not less than 10 days prior written notice to the CITY of cancellation or material changes of the terms of the policy. The Certificate for the insurance outlined in Article IV.B. shall name the CITY as an additional insured party.
- D. The ENGINEER shall indemnify, defend and hold the CITY, its officers, employees and agents harmless from all suits, claims, judgments and expenses (including attorney's fees) resulting or alleged to result from any SERVICES, acts or omissions by the ENGINEER or its employees and agents in performing this agreement.

V. WARRANTIES BY ENGINEER

- A. The ENGINEER warrants that its SERVICES shall conform to the same standards achieved by other engineers performing similar work in similar locations.

- B. The ENGINEER warrants that it has all the skills and experience and all professional licenses necessary to perform the SERVICES it is to provide pursuant to this agreement. The ENGINEER may rely upon the accuracy of reports and surveys provided to it by the CITY except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and survey.
- C. The ENGINEER shall perform its SERVICES for the PROJECT compliance with all applicable laws, ordinances and regulations.

VI. TERMINATION OF AGREEMENT

- A. The agreement can be cancelled by either party with written notice 30 days prior to cancellation.
- B. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice to termination is mailed to it at the above address.
- C. The CITY may terminate this agreement if it decides not to continue with the PROJECT. The CITY shall provide notice of such termination by first class mail to the ENGINEER at its above address. If the PROJECT is terminated for reasons other than the breach of the agreement by the ENGINEER, the ENGINEER shall be compensated for reasonable time spent and reasonable quantities of materials used prior to notification of termination.

VII. OBLIGATIONS OF THE CITY

- A. The CITY agrees to give the ENGINEER access to the PROJECT area and other CITY owned properties as required to perform the necessary SERVICES under this agreement.
- B. The CITY shall notify the ENGINEER of any defects in the SERVICES of which the CITY has actual notice.

VIII. ASSIGNMENT

The ENGINEER shall not subcontract or assign any portion of the SERVICES without prior written consent of such action by the CITY.

IX. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the CITY and the ENGINEER and it supersedes all prior representations or agreements whether written or oral. This agreement may be altered only by written amendment signed by the ENGINEER and the CITY.

X. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the ENGINEER, including plans, tracings, drawings, estimates, specifications, field notes, investigations, studies and reports shall become the property of, and be delivered to, the CITY. The CITY acknowledges that the documents are prepared only for the PROJECT.

Effective Date of this Agreement _____, 2026.

M.C. Schaff & Associates, Inc.

City of Scottsbluff, Nebraska



EXHIBIT A

Scope of Services

Perform all engineering services as required for the making of surveys, designs, layouts, analysis, plans, quantity computations, summaries and other items necessary to determine precise alignment, provide preliminary and final plans of the proposed project, and assist the City in taking of bids on the Project.

The project shall include design of Water District No. 106 to serve lots located in the Triple Peaks Subdivision including all water mains, valving, fire hydrants, and related work.

Care shall be exercised in drawing all preliminary and construction details. All notes shall be properly spaced and all lettering shall be of an engineering style. Clarity must be maintained to allow reduction to half size plans.

Specifically, a more detailed description of the services to be performed is as follows:

WORK DESCRIPTION

A. Project Alignment and Field Survey

Perform topographic survey to locate existing facilities and identify potential conflicts with other utilities in the area.

B. Prepare Plans & Specifications)

Perform engineering services and prepare construction drawings, specifications, and a construction estimate detailing the work to be performed by the contractor. The design package will incorporate all appropriate City of Scottsbluff Standard Specifications.

Design services provided by our firm will meet all needs of the City and will be done in compliance with the State Board of Engineers and Architects. All work will be done by qualified engineers, designers, and technicians.

C. Prepare Contract Documents and Assist in Bidding Process

Prepare contract documents for review and approval by the City staff and City Council. The contract documents will include the technical specifications, construction plans, and contractual requirements. The documents will include necessary bid documents for use as a proposal to be submitted by potential bidders. Once the contract documents are approved by the City Council, we will assist the City in the advertisement for, receipt of, and review of bids received. We will prepare a tabulation of the bids received and any documentation needed to evaluate and eventually recommend acceptance of the lowest and best bid. Following contract award, we will prepare the contracts, bonds, and other documents needed for the execution of the construction contract for this project.

EXHIBIT B

WORK ITEM AND STAFF	HOURS	RATE	EXTENSION	SUBTOTAL
A. PROJECT ALIGNMENT AND FIELD SURVEY				\$6,320.00
Professional Engineer	8	\$229.00	\$1,832.00	
Survey Crew	24	\$155.00	\$3,720.00	
Engineering Tech	8	\$96.00	\$768.00	
Clerical	0	\$87.00	\$0.00	
B. PREPARE PLANS AND SPECIFICATIONS (STREET)				\$39,000.00
Professional Engineer	120	\$229.00	\$27,480.00	
Survey Crew	0	\$155.00	\$0.00	
Engineering Tech	120	\$96.00	\$11,520.00	
Clerical	0	\$87.00	\$0.00	
C. PREPARE CONTRACT DOCUMENTS AND ASSIST IN BIDDING PROCESS				\$2,180.00
Professional Engineer	8	\$229.00	\$1,832.00	
Survey Crew	0	\$155.00	\$0.00	
Engineering Tech	0	\$96.00	\$0.00	
Clerical	4	\$87.00	\$348.00	
			Total	\$47,500.00

EXHIBIT C

The hourly rate schedule for work to be provided by M.C. Schaff & Associates, Inc. under this agreement shall be as listed below.

Professional Engineer	\$229.00
Survey Crew	\$155.00
Project Inspector	\$103.00
Engineering Tech	\$96.00
Clerical	\$87.00