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

Regular Meeting
August 4, 2025
6:00 PM

1. **Roll Call**

2. **Pledge of Allegiance**

3. **For public information, a copy of the Nebraska Open Meetings Act is available for review**

4. **Notice of changes in the agenda by the city clerk** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)

5. **Citizens with business not scheduled on the agenda** (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)

6. **Closed Session**

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

7. **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 July 21, 2025 Regular Meeting.

   b) Council to approve the minutes of the July 29, 2025 Special Meeting.

   c) Council to approve the Deed of Reconveyance between Martin E. and Loraine Shelley and the City of Scottsbluff for real estate described as Lots 1 and 2, Block 16, Harvard Place Addition, to the City of Scottsbluff, Scotts Bluff County, Nebraska, and authorize the Mayor to sign the Request for Reconveyance.

   d) Council to acknowledge and take receipt of a liability claim from Brandon L. Conrad Sr. at 3602 Spruce Drive, Scottsbluff, NE. Council will withdraw and take no action on the claim that has been forwarded to the City's insurance carrier.

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

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

   a) Council to remove from the table to discuss and consider action on a Change of Location of Liquor License for T & A Investments, LLC d/b/a G & T Billiards Unlimited from 1214 3rd Avenue to 1211 3rd Avenue, Scottsbluff, NE.

   b) Council to discuss and consider action on a Change of Location of Liquor License for T & A Investments, LLC d/b/a G & T Billiards Unlimited from 1214 3rd Avenue to 1211 3rd Avenue, Scottsbluff, NE.

9. **Resolution & Ordinances**

   a) Council to discuss and consider action on a Resolution extending the date for written notice of termination in participation in the League Association of Risk Management (LARM) and consider the contribution credits for multi-year commitments and authorize the Mayor to sign the Resolution.

   b) Council to discuss and consider action on the amended Final Plat of Lots 1 and 2, Block 1, Panhandle Cooperative Subdivision, and authorize the Mayor to sign the Resolution.

   c) Council to discuss and consider action on the amended Final Plat of Lot 3A and 4A, Block 7, Hilltop Estates Subdivision, and authorize the Mayor to sign the Resolution.

   d) Council to consider action on the first reading of the Ordinance updating utility user fees, including water, sewer fees, and solid waste collection.

10. **Bids & Awards**

    a) Council to consider action on awarding the bid for the Fairview Cemetery New Office Building to Anderson-Shaw Construction, Inc. for the amount of $332,345.91.

11. **Reports from Staff, Boards & Commissions**

    a) Council to discuss and consider action on a Non-Exclusive License and Management Agreement for Use of Municipal Property for an adult flag football league, and authorize the Mayor to sign the Agreement.

    b) Council to review and discuss sections of Municipal Code relating to dangerous dogs.

12. **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.

13. **Adjournment**

City of Scottsbluff, Nebraska

Monday, August 4, 2025
Regular Meeting

Item 6.a

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

Staff Contact:

City of Scottsbluff, Nebraska
Monday, August 4, 2025
Regular Meeting

Item 7.a

Council to approve the minutes of the July 21, 2025 Regular Meeting.

Staff Contact: Kimberley Wright

Regular Meeting
July 21, 2025

The Scottsbluff City Council met in a regular meeting on July 21, 2025 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on July 17, 2025 in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and the Star Herald. The notice was also available on the city's website on July 18, 2025. Mayor Vidlak presided and City Clerk Wright recorded the proceedings. The meeting was called to order and The Pledge of Allegiance was recited. Mayor Vidlak informed those in attendance that a copy of the Nebraska open meetings act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Betsy Vidlak, Jeanne McKerrigan, Matt Salomon, Scott Phillips, and Jerry Stricker. 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.

Under Public Comment, Ms. Paula Weimer who resides at 2423 2nd Avenue, Scottsbluff came forward. She informed Council of incidents involving her neighbor, who moved to the house in February, and their four rottweiler dogs. One such incident entailed three of the rottweilers pushing through the front door and running after her and maiming and traumatizing her dachshund Molly while they were on a walk. She explained they have made numerous visits to their veterinarian and the Scottsbluff Police Department, who were very helpful, but informed do not have an animal control officer on staff. She asks that Council would look at City Ordinances as they are presently written, as they do not adequately provide for safety measures.

After Ms. Weimer's comment, Mayor Vidlak asked City Manager Spencer if staff and legal counsel can do a review of the City Ordinances and if they could also receive an update, at a future meeting, regarding the hiring of an animal control officer. Council Member Stricker also asked that it be added on an agenda, in this setting, at a future meeting.

Moved by Council Member Phillips, seconded by Council Member Stricker,

a) The minutes of the July 7, 2025 Regular Meeting be approved,
b) The absence of Council Member Salomon from the July 7, 2025 Regular Meeting be approved,
c) The claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated July 21, 2025 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

21ST CENTURY WATER TECHNOLOGIES, LLC,GROUND MAINT PARK,699.65;AC ELECTRIC MOTOR SERVICE,EQUIPMENT MAINTENANCE-REC,2853.67;AK BROWN ENTERPRISES LLC,PED. BUTTONS, BATTERY PACKS,RACK MOUNT, LOOP DETEC,3472; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4905.66; ANDERSON FORD INC, #3 CIP UNMARKED CARS, 78722; ANNA GAMBOA, CONTRACTUAL,3480; AUTOZONE STORES, INC,DEPARTMENT SUPPLIES-REC,123; BENCHMARK GOVERNMENT SOLUTIONS LLC,SCHOOLS & CONF-PD,426.85; BIBLIOTHECA LLC,EQUIP. MAIN.,2181.54;BUDGE IT DRAIN SERVICES LLC,BLDG MAINT PARK,400;CASH WA DISTRIBUTING,CONCESSIONS SUPPLIES-REC,1045.75; CELLCO PARTNERSHIP,TABLETS, IPAD, CELL PHONE, GRIDSMART FOR TRANS,1846.21;CITY OF GERING,DISPOSAL FEES-SAN,45445.68; CITY OF SCB,PETTY CASH,122;CONTRACTORS MATERIALS INC.,DEPT SUPP PARK,683.64;CREDIT BUREAU OF COUNCIL BLUFFS,MEMBERSHIP FEE JUNE 2025,50;CREDIT MANAGEMENT SERVICES INC., WAGE ATTACHMENT, 225.53; EMBLEM'S INC, UNIFORMS-PD,350; ENVIRONMENTAL ANALYSIS SOUTH, INC,CONTRACTUALSVC,214.6;FEDERALEXPRESSCORPORATION,POSTAGE,47.64; FLOYD'S TRUCK CENTER SCOTTSBLUFF,VEHICLE MAINTENANCE-SAN,6795.84;FREMONT AMERI-TECH EQUIPMENT COMPANY INC,DEPARTMENT SUPPLIES-SAN,6169.36;GALLS PARENT HOLDINGS, LLC,UNIFORMS-PD,365.83;GI HOSPITALITY,SCHOOLS&CONF-PD,110;HAWKINS,INC.,CHEMICALS,9224.52;HIGH PLAINS SCUBA,SCUBA CLASS - THREE STUDENTS,2827.5;HOA SOLUTIONS, INC,EQUIPMENT,37265.25;HONEY WAGON EXPRESS,CONTRACTUAL,900; IDEAL LAUNDRY AND CLEANERS, INC.,JAN. SUP.,1040.1;INTERNAL REVENUE SERVICE,WITHHOLDINGS,84212.33;INTRALINKS, INC,MICROSOFT EXCHANGE ONLINE PLAN (7/1/25-6/1/26),20293.09;IRONCLAD CONSTRUCTION,HAILSTORM 2023 CITY HALL,57286.39; KNOW HOW LLC,DEPARTMENTSUPPLIES-SAN,2637.41;LARRYB&DEBORAHKFRITZLER,GROUNDMAINTPARK,386;LAWSON PRODUCTS, INC,DEPT SUPP PARK,532.32;LEAGUE ASSOCIATION OF RISK MANAGEMENT, WORK COMP, 2000; LEGACY COOPERATIVE, DIESEL FUEL-SAN,26792.51;LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-PD,206;MARK CHRISMAN TRUCKING INC,STRUCTURES,83500.25;MARQUEE BROADCASTING WEST INC,TRI-CITY SW PSA- JUNE,900;MENARDS, INC,DEPT SUP,346.37;MIDWEST AUTO SUPPLY INC,CABIN FUSE BOX FOR PICKUP,75;MIDWEST CONNECT, LLC,UB PROCESSING MAY & JUNE 2025,8342.68;MIDWEST MACHINERY & SUPPLY CO,CABLE POSTS, J BOLTS, #3 TOP POST FOR GUARDRAIL,1809.72; MOTOROLA SOLUTIONS, INC,#10-CIP-BWC SUPPORT,3609.6;NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT

PYBLE,1611;NE DEPT OF MOTOR VEHICLES,LEGAL FEES-PD,8.2;NE DEPT OF REVENUE,TAXES,23764.24;NELAW ENFORCEMENT TRAINING CENTER,SCHOOLS & CONF-PD,75;NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,42872.92; NEBRASKA RURAL RADIO ASSOCIATION,TRI-CITY SW PSA-JUNE,500; NEBRASKALAND TIRE, INC,VEHICLE MAINT,26.89; NEMNICH AUTOMOTIVE,#2-CIP-PATROL CARS,8395.4;NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GROUND MAINT PARK,1821.83;OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS.,6293.19;ONE CALL CONCEPTS, INC,CONTRACTUAL,193.62;PANHANDLE CONCRETE PRODUCTS, INC,FACILITY REPAIR,787; PANHANDLE ENVIRONMENTAL SERVICES INC,CONTRACTUAL SVC,240; PANHANDLE POWER SYSTEMES LLC,EQUIPMENT,9500; PAUL REED CONSTRUCTION & SUPPLY, INC,SPECIAL PROJECT,2550;PEPSI COLA OF WESTERN NEBRASKA, LLC,CONCESSIONS SUPPLIES-REC,463.3;PLATTE VALLEY BANK,HEALTH SAVINGS ACCT,17239.8;POMPS TIRE SERVICE INC,DEPARTMENT SUPPLIES SAN, 8341.1; QUADIENT FINANCE USA INC, POSTAGE, 1000; QUILL CORPORATION,DEPTSUPP,264.34; RADA, ZACKARY,SCHOOLS & CONF-PD,520; RECOLLECT SYSTEMS INC, CONTRACTUAL SERVICES SAN, 9750.72; REGIONAL CARE INC,HEALTH INS JULY,61468.5; REGISTER OF DEEDS,ORDINANCE 4350,84; REZPLOT SYSTEM LLC,CONTRACTUAL,625.2; RJ THOMAS MFG CO, INC,EQUIP PARK,4656;ROHRER, JOSEPH, SCHOOLS & CONF PD, 15; RUSSEL'S AUTOMOTIVE, VEH MAINT-PD,108.63;S M E C,EMPLOYEE DEDUCTION,83.5; SANDBERG IMPLEMENT,INC,EQUIPMAINT,692.34;SCBCOUNTY,SEPTICPERMIT& INSPECTION P#25-04,80;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,300;SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,383.62;SCOTTS BLUFF COUNTY COURT,LEGAL FEES-PD,248; SCOTTSBLUFF MOTOR CO, INC,SIDE MIRROR COVER - UNIT 3,68.63; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,897;SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,UNIFORM &CLOTHINGREC,10; SHAGGY BUFFALO CAR WASH LLC, VEH MAINT PD, 155; SHERIFF'SOFFICE,LEGALFEESPD,275.32;SHERWINWILLIAMS, REPAIR KIT FOR PAINTGUN,633.78;SIMMONSOLSENLAWFIRM,P.C.,CONTRACTUAL,13960;SLATER RONNIE,SPECIAL EVENTS-REC,260; SNELL SERVICES INC., EQUIPMENT, 8116.76;SOUNDSLEEPER SECURITY INC., CONTRACTUAL SERVICES REC, 614.95; SUNSET LAW ENFORCEMENT, LTD,FIREARMS SUPPL-PD,5056.89;TITAN MACHINERY, INC.,EQUIP MAINT PARK,935.53; TYLER TECHNOLOGIES, INC,UB FEES (4/1/25-6/30/25),8786.25;UNION BANK & TRUST,RETIREMENT,50157.2;US BANK,GO HWY ALLOC FUND PLEDGE BOND 2020,500; VERIZON COMMUNICATIONS INC,GPS SERVICE,127.6; W & R INC,ELECTRIC MAINT PARK,

1656.39; WASH IT LLC, VEHICLE / EQUIPMAINT, 231.25; WESTERN COOPERATIVE COMPANY, EQUIP MAINT, 97.52; WESTERN PATHOLOGY CONSULTANTS, INC,DRUG TESTING - JUNE 2025,229; WILSON T RONALD,SCHOOLS & CONF-PD,520; WILSON ZECHARIAH,SPECIAL EVENTS-REC,60;WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08;REFUNDS; PAVILLION SOUTH PAPA, 209.71; ALLY PROPERTY MANAG, 66.08

Concerning the claim removed from the Consent Calendar to Intralinks in the amount of $20,293.09 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 McKerrigan moved, seconded by Council Member Salomon to accept Council Member Phillips' conflict of interest regarding the claim to Intralinks in the amount of $20,293.09 and excuse him from voting, "YEAS," Salomon, McKerrigan, Stricker, and Vidlak. "NAYS," None. Absent: None. Abstain: Phillips.

Council Member Stricker made a motion, seconded by Council Member Salomon to approve the claim to Intralinks in the amount of $20,293.09 "YEAS," Stricker, Vidlak, Salomon, & McKerrigan, "NAYS," None. Absent: None. Abstain: Phillips.

Mr. Lane Kizzire, Finance Director, approached Council to present the June 2025 Financial Report. He explained the first page shows the net balance from the beginning of the year to present. Currently it reflects a $4.4 million increase this year in cash, however some projects should be completed making that number decrease slightly. With the Budget to Actual Comparisons report, we are 75% through the year and expense wise all departments are at or below that number. However, on the revenue side, some numbers are higher and some lower; those departments that rely on property tax will catch up at the end of the year. He also reminded Council, regarding the Special Projects Fund, we have received the revenues and now the expenses are coming out showing a large negative balance.

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

Regarding the agenda item of discussing and considering action on a Change of Location of Liquor License for T & A Investments, LLC d/b/a G & T Billiards Unlimited, Mr. Terry Schaub, owner, was not present to answer questions from Council.

Council Member Stricker made a motion, seconded by Council Member Phillips to Table the Change of Location of Liquor License for T&A Investments, LLC d/b/a G&T Billiards Unlimited from 1214 3rd Avenue to 1211 3rd Avenue, Scottsbluff, NE. "YEAS," Vidlak, Phillips, Stricker, McKerrigan, and Salomon. "NAYS," None. Absent: None.

Police Chief, Krisa Brass came forward to present the amended Community Festival Permit for the City of Scottsbluff Police Department for "National Night Out 2025" on August 5, 2025 from 6:00-8:00 p.m. She explained the coordinators that run the car show had asked a couple of years ago if they could use a parking lot to showcase the cars rather than parking them on the street and it was suggested to use the City parking lot south of Sam & Louis to honor the request. She added they have talked to all of the businesses in the area to make them aware of the closing of the lot and to see if

they had any questions or concerns, informing all were fine with it and had no issues. Furthermore, to inform the public of the closure they plan to put signs on pylons near the parking lot and business owners have offered to place signs in their windows also. Regarding the amendment for the street closure, they will continue past 15th to a crosswalk close to Railway. Railway itself will not be affected as traffic coming from the west can continue southbound on Broadway. Traffic traveling north can turn off onto East Overland and also to 14th Street as well

Council Member McKerrigan made a motion to approve the amended Community Festival Permit for the Scottsbluff Police Department for "National Night Out 2025" on August 5, 2025 from 6:00-8:00 p.m. The motion was seconded by Council Member Phillips. "YEAS," Phillips, Salomon, McKerrigan, Stricker, and Vidlak. "NAYS," None. Absent: None.

Ms. Brass then introduced the Resolution designating No Parking Zones in the City of Scottsbluff. She explained the purpose of these areas are so school crossing guards can have a designated spot to do the job efficiently. In order to inform the public of the No Parking Zones the Street Department will paint and put up signs. She then advised of the changes to the Resolution starting with number (63) which is located on the west side of 3rd Avenue, the first eighty-four (84) feet of parking space south of East 27th Street, stating it needs to be repainted. Also added was location (123) on the south side of West 24th Street, the first one hundred and forty (140) feet Broadway Avenue. In addition, one location was deleted that referenced Platte Valley Drive. It is no longer relevant, so was removed.

Council Member Stricker moved, seconded by Council Member Phillips to approve Resolution 25-07-02 designating No Parking Zones in the City of Scottsbluff and authorize the Mayor to sign the Resolution, "YEAS," Salomon, McKerrigan, Stricker, Vidlak, and Phillips. "NAYS," None. Absent: None.

RESOLUTION 25-07-02

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

1. The public safety, convenience and welfare require that, pursuant to Section 22-6-13 of the Scottsbluff Municipal Code, No Parking Zones be established as hereinafter provided.

2. The parking spaces in the following-described streets and parts of streets are hereby made and declared to be No Parking Zones:

Broadway Avenue

(1) On the east side of Broadway Avenue between the south city limits and East 14th Street.

(2) On the east side of Broadway Avenue, the first one hundred sixty-three (163) feet of parking space south of East 15th Street.

(3) On the west side of Broadway Avenue, the first 56 feet of parking north of Railway Street.

(4) On the West side of Broadway the 96 feet of parking beginning 89 feet south of 16th Street.

(5) On the East side of Broadway Avenue, the first 53 feet of parking space north

of East 14th Street.

(6) On the east side of Broadway Avenue, first one hundred forty (140) feet of parking space south of 20th Street.

(7) On the east side of Broadway Avenue between East 20th Street and East 27th Street.

(8) On the east side of Broadway Avenue, the first seventy-six (76) feet north of East 15th Street.

(9) On the west side of Broadway Avenue between the South City Limits and Railway Street.

(10) On the west side of Broadway Avenue, the first one hundred ninety-eight (198) feet south of West 20th Street.

(11) On the west side of Broadway Avenue between West 20th Street and West 27th Street.

(12) On the southwest side of the segment of Broadway Avenue that curves in a westerly direction and intersects the south side of 27th Street; and on southeast side of the segment of Broadway Avenue that curves in an easterly direction and intersects the south side of West 27th Street.

Avenue A

(13) On the east side of Avenue A, the first one hundred fifty-three (153) feet of parking space south of West 20th Street.

(14) On the east side of Avenue A, the 115 feet of parking space which begins 90 feet north of West 16th Street.

(15) On the east side of Avenue A, the 42 feet of parking space which begins 109 feet south of West 18th Street.

(16) On the east side of Avenue A, the first 50 feet of parking space which begins 155 feet north of 20th Street.

(17) On the west side of Avenue A, the first 75 feet of parking south of West 18th Street.

(18) On the west side of Avenue A, the first thirty-five (35) feet of parking space north of West 20th Street.

(19) On the west side of Avenue A, between 19th Street and 20th Street, except that the following portion of this area shall be designated to allow "ten minute parking": Beginning at a point which is one hundred fifteen (115) feet south of the intersection of Avenue A and West 20th Street and extended sixty-six (66) feet south of that point.

Avenue B

(20) On both sides of Avenue B between West 20th Street and a point 230 feet north of West 20th Street.

(21) On the east side of Avenue B between West 19th Street and West 20th Street.

(22) On the east side of Avenue B from a point 318 feet south of the south curbline of 27th Street to the north city limits.

(23) On the east side of Avenue B between a point one hundred (100) feet south of Railway Street and Railway Street.

(24) On the east side of Avenue B, the first sixty-seven (67) feet of parking space north of West 18th Street.

(25) On the east side of Avenue B, the first forty-five (45) feet of parking space north of West 17th Street.
(26) On the east side of Avenue B from South Beltline Highway West to a point two hundred sixty (260) feet north of West Overland Drive.
(27) On the east side of Avenue B, the first 113 feet north of Railway Street.
(28) On the west side of Avenue B, between 31st Street and the north city limits.
(29) On the west side of Avenue B between West 15th Street and Railway Street.
(30) On the west side of Avenue B, between Railway Street and West 17th Street.
(31) On the west side of Avenue B between West 20th Street and a point 230 feet south of West 20th Street.
(32) On the west side of Avenue B from a point 152 feet south of the south curbline of 27th Street to the north city limits.
(33) On the west side of Avenue B from South Beltline Highway to West 14th Street.
(34) On the west side of Avenue B from West 15th Street to a point six hundred (600) feet north of West Overland Drive between the hours of 6:00 p.m. and 7:00 a.m. on Sundays and holidays.

Avenue E

(35) On the east side of Cowan Drive two hundred fifty (250) feet north from West 17th Street for forty (40) feet.

(36) On the west side of Cowan Drive two hundred twenty (220) feet from West 17th Street for eighty (80) feet.

Avenue I

(37) On both sides of Avenue I, between the south City limits and West Overland Drive.

(38) On the east side of Avenue I, the first two hundred (200) feet of parking space south of West 20th Street.
(39) On the east side of Avenue I, from West 20th Street to West 27th Street, except the 436 feet of parking space which begins 90 feet north of West 20th Street.
(40) On the west side of Avenue I, between West 20th Street and West 27th Street.
(41) On the west side of Avenue I, the first three hundred forty (340) feet of parking space south of West 20th Street.

(42) On both sides of Avenue I from West 27th Street to U.S. Highway 26.

Avenue N

(43) On both sides of Avenue N, the first thirty (30) feet on either side of West Overland Drive.

(44) On the east side of Avenue N between West 20th Street and a point one hundred sixty-four (164) feet south of West 20th Street.

Avenue O

(45) On the east side of Avenue O, the first twenty (20) feet of parking space south of a point three hundred eighty-eight (388) feet south of the south right-of-way line of 31st Street.

(46) On the west side of Avenue O between West 20th Street and a point one hundred sixty-four (164) feet south of West 20th Street.

First Avenue

(47) On both sides of 1st Avenue the first forty (40) feet of parking south of East 20th Street.

(48) On the east side of 1st Avenue the first ninety-three (93) feet of parking space north of East 19th Street.

(49) On the west side of 1st Avenue the first forty (40) feet of parking space north of East 19th Street.

(50) On both sides of 1st Avenue, the first twenty (20) feet of parking space north and south of East 21st Street.

(51) On Both sides of 1st Avenue, the first ninety-three (93) feet of parking space north of the South Beltline Highway.

(52) On the east side of 1st Avenue from a point 301 feet north of the South Beltline Highway to the Burlington Northern right-of-way.

(53) On the west side of 1st Avenue from a point 285 feet north of the South Beltline Highway to the Burlington Northern right-of-way.

(54) On the east side of 1st Avenue, twenty-two (22) feet of parking space directly in front of 1417 1st Avenue.

(55) On the east side of 1st Avenue, twenty-two (22) feet of parking space directive in front of 1509 1st Avenue.

(56) On the east side of 1st Avenue, the first 19.5 feet of parking lot entrance which is 65.9 feet north of 16th Street.

(57) On the east side of 1st Avenue, the first sixty-two (62) feet of parking space south of East 16th Street.

(58) On the west side of 1st Avenue, the first thirty-five (35) feet north of 20th Street.

(59) On the west side of 1st Avenue, the first fifty-three (53) feet of parking space north of East 14th Street.

Second Avenue

(60) On both sides of 2nd Avenue, first forty (40) feet of parking space north and first forty (40) feet of parking space south of East 14th Street, East 15th Street, East 16th Street, East 17th Street, East 18th Street, East 19th Street, respectively; and first forty (40) feet of parking space south of east 20th Street.

(61) On the east side of 2nd Avenue, the first one hundred thirty (130) feet of parking space south of 27th Street.

(62) On the west side of 2nd Avenue, the first one hundred sixty-six (166) feet north of East 27th Street.

Third Avenue

(63) On the west side of 3rd Avenue, first one hundred forty (140) feet of parking space south of East 27th Street.

Fourth Avenue

(64) On the east side of 4th Avenue, the first eighty four (84) feet of parking space north of East 19th Street.

(65) On the east side of 4th Avenue, the first forty (40) feet of curb space south of 20th Street.

Fifth Avenue

(66) On both sides of 5th Avenue from the Burlington Northern Railroad tracks to the South Belt Line Highway East.

(67) On the east side of 5th Avenue, the first 50 feet of parking space north of the north curbline of East 27th Street.

(68) On the west side of 5th Avenue between East 27th Street and U.S. Highway 26, except the 358 feet of school bus parking space which begins 452 feet north of the north curbline of East 27th Street.

(69) On the east side of 5th Avenue, the first two hundred (200) feet of parking space south of the south curbline of 20th Street.

(70) On the west side of 5th Avenue between 19th Street and 20th Street.

(71) On both sides of 5th Avenue from U.S. Highway 26 to the north city limits.

(72) On both sides of 5th Avenue, first two hundred feet of parking space south of East Overland Drive.

(73) On the east side of 5th Avenue, first one hundred ninety-two (192) feet of parking space south of East 27th Street.

(74) On both sides of 5th Avenue, first two hundred feet of parking space north of East Overland Drive.

(75) On the west side of 5th Avenue, first 336 feet of parking space north of the north curbline of 20th Street.

(76) On the east side of 5th Avenue, the first 192 feet of parking space north of the north curbline of 20th Street.

(77) On the east side of 5th Avenue, the first 40 feet of parking space south of the south curbline of 21st Street.

(78) On the west side of 5th Avenue, first one hundred seventy (170) feet of parking space south of East 27th Street.

(79) On the west side of 5th Avenue, the first forty two (42) feet of parking space north of West 19th Street.

(80) On the east side of 5th Avenue, first two hundred thirty three (233) feet of parking space south of the center line of U.S. Highway 26.

Seventh Avenue

(81) On the east side of 7th Avenue from East Overland to 12th Street.

Ninth Avenue

(82) On both sides of 9th Avenue from the south city limits to the South Belt Line Highway East.

(83) On the west side of 9th Avenue between East Overland Drive and a point 303 feet north of East Overland Drive.

Eleventh Avenue

(84) On both sides of 11th Avenue between 20th Street and Circle Drive.

Thirteenth Avenue

(85) On both sides of 13th Avenue between Platte Valley Drive and Circle Drive.

Fourteenth Avenue

(86) On both sides of 14th Avenue between the centerline of U.S. Highway 26 and a point two hundred twenty eight (228) feet north of the centerline of U.S. Highway 26.

(87) On both sides of 14th Avenue between the centerline of U.S. Highway 26 and Circle Drive.

(88) On the west side of 14th Avenue, the first one hundred thirty (130) feet of parking space south of Circle Drive.

(89) On the east side of 14th Avenue, the first sixty (60) feet of parking space south of Circle Drive.

Fifteenth Avenue

(90) On the west side of 15th Avenue between 17th Street and 18th Street.

Sixteenth Avenue

(91) On the east side of 16th Avenue between 17th Street and 18th Street.

Twenty-First Avenue

(92) On both sides of 21st Avenue from the south city limits to the north city limits.

Twelfth Street

(93) On both sides of East 12th Street, the first twenty (20) feet of parking space west of 4th Avenue.

(94) On both sides of East 12th Street from 8th Avenue to 9th Avenue.

Fourteenth Street

(95) On the North side of East 14th Street, the first one hundred twenty-one (121) feet of parking space east of Broadway Avenue.

Fifteenth Street

(96) On both sides of East 15th Street between 5th Avenue and 6th Avenue.

(97) On the north side of West 15th Street between Avenue B and Cowen Drive.

(98) On the south side of East 15th Street, the first fifty (50) feet of parking space West of 1st Avenue.

Sixteenth Street

(99) On the north side of East 16th Street between 1st Avenue and 2nd Avenue.

Seventeenth Street

(100) On both sides of East 17th Street between 5th Avenue and 7th Avenue and on the north side of East 17th Street between 7th Avenue and 9th Avenue.

Eighteenth Street

(101) On the south side of West 18th Street, the first four parking spaces east of the alley between Avenue A and Avenue B.

Nineteenth Street

(102) On the north side of West 19th Street, between Avenue A and Avenue B.
(103) On the north side of 19th Street, the first sixty (60) feet east of Railway Street.
(104) On the north side of East 19th Street, first forty two (42) feet west of 5th Avenue.
(105) On the north side of East 19th Street, first forty (40) feet of parking space east of 1st Avenue.
(106) On the north side of East 19th Street, first forty two (42) feet of parking space east of 4th Avenue.

Twentieth Street

(107) On the north side of 20th Street between a point 202 feet west of the west curbline of 5th Avenue and U.S. Highway 26.
(108) On both sides of 20th Street between U. S. Highway 26 and North Frontage Road.
(109) On both sides of 20th Street between 21st Avenue and the east city limits.
(110) On both sides of West 20th Street, between a point one hundred forty-eight
(148) feet east of Avenue I and the west city limits.
(111) On both sides of 20th Street from a point two hundred ten (210) feet west of Avenue B to a point two hundred ten (210) feet east of Broadway.
(112) On the south side of 20th Street between 4th Avenue and U.S. Highway 26.
(113) On the south side of West 20th Street the parking space which begins six (6) feet of the southerly extension of the east curbline of Avenue D, thence continuing east for 38 feet.

(114) On the south side of West 20th Street between Railway Street and Avenue G.
(115) On the south side of East 20th Street from 1st Avenue to a point two hundred ten (210) feet east of Broadway between the hours of 6:00 a.m. and 6:00 p.m. his restriction shall not be in effect on Sundays.
(116) On the south side of East 20th Street between 1st Avenue and 2nd Avenue, except Sundays, between 7:00 a.m. and 9:00 a.m. and between 3:00 p.m. and 6:00 p.m.
(117) On the south side of East 20th Street between the alley west of 1st Avenue and 1st. Avenue, except Sundays between the hours of 6:00 a.m. and 6:00 p.m.
(118) On the north side of West 20th Street between Avenue F and Railway Street and between Railway Street and a northerly extension of the west side of Avenue G.

(119) On the north side of East 20th Street from 2nd Avenue to a point two hundred ten feet (210) east of Broadway and on the south side of East 20th Street from 1st Avenue to 2nd Avenue between the hours of 7:00 a.m. and 9:00 a.m. and between the hours of 3:00 p.m. and 6:00 p.m. This restriction shall not be in effect on Sundays.

Twenty-first Street

(120) On both sides of East 21st Street, the first twenty (20) feet of parking space east and west of 1st Avenue.

Twenty-second Street

(121) On the north side of West 22nd Street, the first one hundred forty (140) feet west of Avenue C.

Twenty-third Street

(122) On the south side of West 23rd Street, the first one hundred ninety-six (196) feet west of Avenue C.

Twenty-fourth Street

(123) On the south side of West 24th Street, the first one hundred and forty (140) feet west of Broadway Avenue.

Twenty-Seventh Street

(124) On the south side of West 27th Street between Broadway Avenue and west city limits.
(125) On the south side of East 27th Street between 2nd Avenue and the east city limits.
(126) On the north side of West 27th Street between the center line of Broadway Avenue and west city limits.
(127) On the north side of East 27th Street between the centerline of Broadway Avenue and 6th Avenue.
(128) On the north side of East 27th Street between U.S. Highway 26 and 19th Avenue.
(129) On the south side of East 27th Street between the centerline of Broadway and 1st
(130) On the north side of East 27th Street between the centerline of U.S. Highway 26 and a point three hundred twenty six (326) feet west of the centerline of U.S. Highway 26.

Thirty-First Street

(131) On the north side of West 31st Street, the first one hundred seventy eight (178) feet east of Avenue I.
(132) On the south side of West 31st Street between Avenue I and Dineen Avenue.

Thirty-Third Street

(133) On the north side of West 33rd Street, the first one hundred twenty seven (127) feet east of Avenue I.
(134) On the south side of West 33rd Street, the first one hundred seventy five (175) feet east of Avenue I.
(135) On both sides of 33rd Street between 34th Street and 21st Avenue.

Thirty-Fourth Street

(136) On both sides of 34th Street between 17th Avenue and a point two hundred and forty (240) feet east of 33rd Street.

Thirty-Ninth Street

(137) On both sides of West 39th Street from Avenue B to a point four hundred eighty (480) feet east of Avenue B.

Fortieth Street

(138) On the south side of West 40th Street, the first one hundred ninety-two (192) feet of parking space west of Avenue B.

Forty-Second Street

(139) On the south side of 42nd Street between the east city limits and the west city limits.

Cherokee Court

(140) On both sides of Cherokee Court.

Circle Drive

(141) On the south side of Circle Drive between 13th Avenue and 14th Avenue.

(142) On the north side of Circle Drive between 13th Avenue and a point forty (40) feet east of 14th Avenue.

East 20th Place

(143) On both sides of East 20th Place from 20th Street to a point two hundred ninety eight (298) feet east of 20th Street.

(144) On the north side of East 20th Place, the first ninety one (91) feet of parking space west of 21st Avenue.

(145) On the south side of East 20th Place, the first one hundred fifteen (115) feet of parking space west of 21st Avenue.

North Frontage Road

(146) On both sides of North Frontage Road between a point two hundred forty five (245) feet west of the centerline of 20th Street to a point two hundred ninety five (295) feet east of the centerline of 20th Street.

Overland Drive

(147) On both sides of East Overland Drive between Railway and the east city limits.

(148) On the south side of West Overland Drive between Avenue O and the West city limits except that the following portion of this area shall be designated to allow parking from 7:00 p.m. to 1:00 a.m. Fridays and Saturdays: beginning at a point which is forty (40) feet east of the centerline of Avenue Z and then extended for four hundred eighty (480) feet east of that point.

(149) On the south side of West Overland Drive the first forty (40) feet west of Avenue N and the first one hundred four (104) feet east of Avenue O, except the first twenty-two (22) feet east of the first thirty-eight (38) feet east of Avenue O.

(150) On the south side of West Overland Drive between Avenue I and Avenue L.

(151) On the south side of West Overland Drive, first one hundred fifty (150) feet of parking space west of Broadway.

(152) On the north side of West Overland Drive the first thirty (30) feet on either side of Avenue N.
(153) On the north side of West Overland Drive from Avenue A to a point two hundred sixty (260) feet east of Avenue B.
(154) On the north side of West Overland Drive from Avenue C to a point two hundred thirty (230) feet east of Avenue B.

Railway Street
(155) On the southwest side of Railway Street between Broadway Avenue and Avenue I.
(156) On the southwest side of Railway Street, the first two hundred (200) feet of parking space northwest of intersection with West 20th Street.
(157) On the southwest side of Railway Street between Broadway Avenue and a southerly extension of the west side of 1st Avenue.
(158) On the northeast side of Railway Street, from Avenue A to Avenue I.
(159) On the northeast side of Railway Street, the first three hundred three (303) feet of parking space northwest of intersection with Broadway Avenue.
(160) On the northeast side of Railway Street between Broadway Avenue and west side of 1st Avenue.

South Frontage Road
(161) On both sides of South Frontage Road from 20th Street to a point two hundred sixty (260) feet east of 20th Street.

South Beltline Highway West
(162) On both sides of the South Beltline Highway East and the South Beltline Highway West, between the west and east corporate limits.

U.S. Highway 26
(163) On both sides of U.S. Highway 26 between the west and east corporate limits.

3. Resolution No.11-10-05 and all other resolutions in conflict with this Resolution are hereby repealed; provided, the present resolution or any part thereof, shall not be construed so as to affect any rights, liabilities or causes of action, either criminal or civil, existing, or actions pending, at the time when this Resolution takes effect.

4. This Resolution shall become effective immediately upon its passage and approval.

PASSED and APPROVED this 21st day of July, 2025.

_____
Betsy Vidlak, Mayor

ATTEST:

_____
City Clerk (SEAL)

Mr. Zach Glaubius, Development Services Director, came forward to present the Preliminary and Final Plats and Contract for Public Improvements of Lots 2A and 4A, Block 2, Clemens-Reinhardt Subdivision. He stated at the May Planning Commission meeting the Board made a positive recommendation on the approval of the preliminary and final plats for Lots 2A and 4A, Block 2, Clemens-Reinhardt Subdivision on the condition that City Council finds the Contract for Public Improvements acceptable. Mr. Glaubius added staff did meet with the developer and property owner for the Contract and it does meet the criteria of the code, adding the reason for the Contract for Public improvements is because a cul-de-sac is needed, due to a dead end in the road. In addition to the cul-de-sac, storm water improvements are necessary requiring the drainage from the street to run into the Scotts Bluff drain. Another specification, included in the Contract, is a landscaping provision, which is per request of the applicant.

Council Member Stricker asked if we regulate parking on cul-de-sacs or design them to allow for parking and allowing the turnaround of vehicles without crashing into each other. Mr. Glaubius stated he is not sure; we do have a minimum diameter of 96' for a cul-de-sac for fire trucks and we take that into consideration. The right of way for the cul-de-sac is 120' so there will be ample room. Once we get the construction document submitted to us staff will make sure there is not an issue. Mr. Glaubius also stated Lot 2A will allow for a drive around the building as well.

Council Member Salomon asked, regarding trees, if we have a City Ordinance that states at what threshold they have to be in landscaping. Mr. Glaubius stated landscaping code allows for one tree in every 500 square feet of required landscaping, which is 10' along a right of way line.

Council Member Salomon made a motion, seconded by Council Member McKerrigan to approve the Preliminary Plat, Final Plat, and Contract for Public Improvements of Lots 2A and 4A, Block 2, Clemens-Reinhardt Subdivision and authorize the Mayor to sign Resolution No. 25-07-03 and the Contract for Public Improvements. "YEAS," Stricker, Vidlak, Salomon, Phillips, and McKerrigan. "NAYS," None. Absent: None.

Mr. Doug Gompert, Public Works Director, approached regarding recommending revisions to the National Functional Classification (NFC) routes within the City of Scottsbluff Urban Area Boundary (UAB). He explained we are upgrading several classifications, mainly 42nd Street, 27th Street, 5th Avenue, and 21st Street. In addition, Circle Drive, 14th Avenue and 12th and 17th Avenues were also included in the revisions. Mr. Gompert, stated with the old map, before 42nd Street it was spotty, parts were listed as arterial and parts were not. By updating the map, it will complete the circle by making these all a minor arterial, which will give us the opportunity for Federal funding.

Council Member McKerrigan moved, seconded by Council Member Phillips to approve recommending the revisions to the National Functional Classification (NFC) routes within the City of Scottsbluff Urban Area Boundary (UAB) and authorize the Mayor to sign the map, "YEAS," McKerrigan, Phillips, Vidlak, Salomon, and Stricker. "NAYS," None. Absent: None.

Under Council Reports, Council Member Salomon reported on the Zoo. He showed a brief power point of pictures of the tour he, Council Member Phillips and City Clerk Wright attended. The power point also touched on the encounter program, which is where the animals get used to being around people and included information on the education component. Upgrades to the zoo were also shown, one such being the the Slither Inn as well as ideas for the future, an example being Spider Monkey Island.

City Manager Spencer reminded everyone of the Budget Workshop to be held, Tuesday, July 29th at 8:00 a.m.

Council Member McKerrigan moved to adjourn the meeting at 6:36 p.m. The motion was seconded by Council Member Stricker. "YEAS," Vidlak, Phillips, Stricker, McKerrigan, and Salomon. "NAYS," None. Absent: None.

_____

Mayor

Attest:

_____

City Clerk

City of Scottsbluff, Nebraska
Monday, August 4, 2025
Regular Meeting

Item 7.b

Council to approve the minutes of the July 29, 2025 Special Meeting.

Staff Contact: Kimberley Wright

Special Meeting
July 29, 2025

The Scottsbluff City Council met in a Special Meeting on Tuesday, July 29, 2025 at 8:00 a.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. The meeting was requested by a written call therefor by City Manager Kevin Spencer to conduct the 2025-2026 Budget Work Session. A notice of the meeting had been published on July 24, 2025 in the Star Herald, a newspaper published and of general circulation of the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodation to attend the 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 delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, as well as the Star Herald. The notice was also available on the City's website on July 25, 2025. Mayor Vidlak presided and City Clerk Wright recorded the proceedings. Mayor Vidlak welcomed everyone and informed those in attendance that a copy of the Nebraska Open Meetings Act was available for the public's review. The following Council Members were present: Betsy Vidlak, Jeanne McKerrigan, Scott Phillips, Matt Salomon, and Jerry Stricker. Absent: None. Also present were City Manager Kevin Spencer, Finance Director- Lane Kizzire, Human Resources Director-Cami Kite, Police Chief-Krisa Brass, Public Works Director-Matt Gompert, Economic Development Director-Sharaya Toof, Parks Director-Matt Carpenter, Development Services Director-Zachary Glaubius, Fire Chief-Tom Schingle, Senior Account Clerk-Shala Colson, and Administrative Services Assistant-Lane Miller. Mayor Vidlak stated no other business shall be transacted at the special meeting unless all Council Members are present to consent and the City Council declares the existence of an emergency. She then asked if there was such an emergency. There was none.

Before the presentation of the FY 2025 Budget Information, City Manager Spencer thanked staff, Boards and Commissions, City Council and the community, stating we have accomplished quite a bit over the last three years, specifically the last year as there is a lot of work being completed. He also gave thanks to Finance Director Kizzire and his staff and also department heads for their diligence in helping prepare the budget for this year. In addition, he gave accolades to Simmons Olsen Law firm, Intralinks, and MC Schaff and Associates for their support and hard work.

City Manager Spencer then presented the FY 2026 Budget Information.

- FY2025 Budgeted Expenses: $54,485,332
- FY2026 Budgeted Expenses: $58,735,982

(Proposed total budgeted expensed for FY2026 is 7.8% higher than budgeted expenses for FY2025)

- Proposed Cost of Living Increases is as follows:
    - General non-union employees: 3.0%
    - Fire Captains: 3.0%, Fire Lieutenant 3.0% and Firefighter 5.0%
    - Police Union Employees: Police Officer 5% + Step 8 added to end of scale; Detectives, Corporals and Sergeants Step 8 added to the end of scale.
    - IBEW Union Employees: 3.0%

(projected cost of COLAs city-wide and scheduled merit increases $193,763)

Council Member Stricker asked regarding the Firefighter increase of 5% if that was union contract based. Mr. Spencer stated we assemble an array and we have to, by CIR, keep them in 98-102% of their peers. They have fallen a little behind and the 5% percent increase brings them to the threshold in the array. He also stated we have money in the budget to do a Labor and Wage Study this next fiscal year to make sure we are providing fair wages.

He advised there are 136 full time employees and 59 part time. Of the part time, eight work at the library year-round and the other 51 are seasonal (one at the library and compost facility, 13 at the parks department, 35 at Westmoor Pool, and one seasonal at the cemetery)

Also, anticipated increase in premiums/claims exposure for employee health insurance is 8.0% (projected cost of increase $227,015), with no change to employee's premiums deducted as the City will absorb the cost increase.

Total cost of employee wages & benefits city-wide:

- FY2026
  - Total Payroll: $10,251,696
  - Total Payroll & Benefits: $15,347,854

- FY2025
  - Total Payroll: $10,057,934
  - Total Payroll & Benefits: $14,867,679

LARM Insurance renewal quote (city-wide)

- 22% increase to property and vehicle insurance (total cost $647,208)
- 6% increase to liability insurance (total cost $288,745)
- 12% increase to workers comp insurance (total cost $257,904)
- Overall 12.5% increase in cost of insurance

Capital Improvement Budget Information:

FY2026 * (will change due to a project added at wastewater)

- Infrastructure, buildings & structures: $9,664,317
- Equipment & vehicles: $1,184,000

FY 2025

- Infrastructure, buildings & structures: $10,114,551
- Equipment & vehicles: $2,191,950

Debt Service Budget Information

FY2026

- 2023 GO Hwy Bonds (20th M&O): $2,720,000
- 2020 GO Hwy Bonds (chip seal): $455,000 (will be paid off in December)

FY2025

- 2023 GO Hwy Bonds (20th Mill and Overlay): $2,720,000

- 2020 GO Hwy Bonds (chip seal): $905,000
- 2018 GO Hwy Bonds (42nd Street): $440,000

Mr. Spencer then moved onto Enterprise Funds and the proposed water and sewer increases are as follows:

Proposed Monthly Rate Increases:	Current	Proposed	Per Month Increase	% Increase
Environmental services	$26.14	$26.92	$0.78	3%
Stormwater surcharge	$2.75	$2.75		0%
Wastewater	$21.13	$21.76	$0.63	3%
Water	$11.32	$11.66	$0.34	3%
Total Estimated Monthly	$61.34	$63.09	$1.75	3%

Proposed Monthly Gallonage Charges (5,000 gal use):	Current	Proposed	Per Month Increase	
Wastewater	$ 14.35	$14.80	$0.45	3%
Water	$ 8.80	$9.05	$0.25	3%
Total Estimated Monthly	$ 23.15	$23.85	$0.70	

Proposed Monthly Gallonage Charges (10,000 gal use):	Current	Proposed	Per Month Per Month Increase	% Increase
Wastewater	$28.70	$29.60	$0.90	3%
Water	$17.10	$18.10	$0.50	3%
Total Estimated Monthly	$46.30	$47.70	$1.40	

He then continued with Budgeted Tax Revenue Information as follows:

- City Tax Revenues
  FY2026:
  - General Sales Tax: $6,208,874
  - Motor Vehicle Sales Tax: $383,000
  - LB840 Sales Tax: $1,351,126
  - Gas Tax Receipts: $2,104,266 (budget amount provided by State)
  - Property Tax Receipts – $2,285,034 (*final levy TBD*)

Mr. Spencer anticipates asking the same amount as last year and lowering the mill levy for the second year in a row, if needed. We have the second lowest mill levy in the State as we rely more heavily on sales and use taxes.

- Other Tax Receipts: $954,000
- Municipal Equalization Payment: $198,056 (budget amount provided by the State)

FY2025

- General Sales Tax: $6,208,874
- Motor Vehicle Sales Tax: $373,080
- LB840 Sales Tax: $1,351,126
- Gas Tax Receipts: $2,185,826 (budget amount provided by State)
- Property Tax Receipts: $2,285,034
- Other Tax Receipts: $905,000
- Municipal Equalization Payment: $178,971 (budget amount provided by State)

- NPPD Lease Revenues:
  - FY2026: $3,590,839
  - FY2025: $3,486,525

Capital Projects of each department were looked at next, with major expenditures being explained. Some of those expenditures include a carryover of City Hall and Council upgrades for Administration; 12th Street ROW Acquisition for Development Services, Lacy Park light upgrade for electrical; building upgrades and mower for the Cemetery; refuse trucks, compost facility equipment installation building and transfer station for the Environmental Services Department; Pickup, wide area mowers, and playground equipment for the Parks Department; chip seal on all residential streets, pickup and broom sweeper for Transportation; ongoing maintenance, including system upgrades and truck replacement for the Water Department; belt press, sludge pump equipment, and compost facility equipment installation building (shared with Environmental Services) for the Wastewater Department; and creating a drain by 28th and K for the Stormwater Department.

In addition, the Police Department is budgeting for two patrol cars, whereas the Fire Department has line items for Public Safety Building upgrades, cardiac monitors, and radio replacement. Fire Chief Schingle also briefly touched on the formula they use regarding purchasing fire trucks and the plan they have in place for replacement. He informed apparatus has increased tremendously in price and they are not opposed to purchasing used. They predominately use MFO money, which is money we get from the State, sinking those funds and using them along with other options, such as leasing, when it comes time to replace.

Mr. Spencer also shared information regarding the ARPA funds, stating in 2024 we spent $364,000 and in 2025 $1,136,000. Total spent is $1.5 million with a little over one million remaining. Projects earmarked include Westmoor Pool upgrades, master comp plan, pickle ball courts, public restrooms at the Plaza, upgrades at Veteran's Park to include the mini pitch and funds set aside for a single audit.

Mr. Spencer then started discussion concerning the Riverside Discovery Center Agreement, which will expire this fiscal year. He explained there are a couple of ways to approach this, and the way he is leaning is a three-year Agreement contingent on AZA accreditation with two, one-year renewals. He added Executive Director Hodgson has asked for $350,000 annually; currently we are supporting with $300,000. In addition, he has recently learned in order for them to obtain AZA accreditation they need a contingency fund of $260,000. They have $12,000 right now. He suggested we consider the $350,000 and he would like Council to evaluate a one-time contingency funding of $50,000 that would stay with the City that the Zoo could build upon.

Council Member McKerrigan suggested another alternative would be to have a sales tax initiative on the ballot to support the Zoo, stating the community would be making the decision. Council Member

Salomon suggested opening up KENO funding and allowing Council to be able to vote on projects. Mr. Spencer stated he does not disagree with that, but informed we do not take in an abundance of KENO funds.

Council Member Stricker commented he likes the idea of asking the community to vote on the sales tax initiative. Mr. Spencer added he does not disagree, but there is another citizen led project that might come forward to ask for the LB357 sales tax funding as well, stating there is a group that wants to readdress the aquatics center. Ballot language can be fashioned to address both projects, however.

Continuing with discussion, Ms. Kasandra Lauder, Scottsbluff property owner, approached and asked what happens to old duty weapons with the Police Department. Mr. Spencer stated we trade them in for new ones. She also asked about Capital Improvements and the line item under Stormwater budgeting for land acquisition for the Scotts Bluff Drain. Mr. Spencer stated the purpose is to buy properties over the Scotts Bluff drain to be able someday to open it and give us more capacity. She then commented there is a ditch by Veteran's Park and wondered if there was a plan to remove it. Mr. Spencer answered we are looking to do that; in fact, Parks Director Matt Capenter is trying to get in touch with the irrigation company to have it removed. Her final question dealt with the ISO insurance rating and if we were looking to create a fire fighter training facility or something like that to decrease the rating. Mr. Spencer stated there have been efforts to create a training facility by the Harms Center, but it never came to fruition, adding if there are ways to reduce the rate we will definitely look into that.

Council Member Salomon asked, regarding the Safe Streets for All Grant, once it is completed will it give us some leverage with the State to get Highway 26 fixed? Mr. Spencer answered he hopes so, commenting, since we are out there in the first responder role, he thinks we should have some influence with what goes on across the City. Mr. Salomon stated there are many citizens that want to know, and for the record, he wants everyone to know that "we are trying." Legal Counsel Hadenfeldt explained the Department of Transportation does communicate; however, it is difficult because they deal with the entire State.

Council Member Stricker then asked about putting a park north of Highway 26. Mr. Spencer stated we are working on that, adding there really is not a great location to put it right now, however they do have an area in mind, but the property owner does not want to sell.

At the end of the meeting, Mr. Spencer reiterated the goal he has set for this next year is to finish the projects that have been started and focus on community engagement. After that comment, Council Member Stricker asked why we do not have handicapped accessible porta potties in the high use parks. Mr. Spencer stated we have one in the Plaza and if we need to look into adding more we can. He hopes in the future a trail head for the pathway can be developed at Northwood Park with a constructed public restroom nearby. He would also like to see public restrooms at the Soccer fields, but it is very cost prohibitive. In addition, other projects that need to be addressed at the soccer fields include parking, sidewalks and lighting. One side item to note, however, is the Plaza will be getting public restrooms soon, and that is a huge benefit for the community.

There were no other questions or comments from Council. Council Member McKerrigan moved, seconded by Council Member Stricker adjourn the meeting at 9:59 a.m., "YEAS," Stricker, Salomon, Phillips, Vidlak, and McKerrigan. "NAYS," None. Absent: None.

_____

Mayor

Attest:

_____
City Clerk

“SEAL”

City of Scottsbluff, Nebraska

Monday, August 4, 2025
Regular Meeting

Item 7.c

Council to approve the Deed of Reconveyance between Martin E. and Loraine Shelley and the City of Scottsbluff for real estate described as Lots 1 and 2, Block 16, Harvard Place Addition, to the City of Scottsbluff, Scotts Bluff County, Nebraska, and authorize the Mayor to sign the Request for Reconveyance.

Staff Contact: Kevin E Spencer

Simmons Olsen Law Firm, P.C., L.L.O.
1502 Second Avenue
Scottsbluff, NE 69361

DEED OF RECONVEYANCE

The indebtedness secured by the Deed of Trust in the name of Trustors, Martin E. Shelley and Loraine Shelley, husband and wife, to Kent A. Hadenfeldt, Attorney at Law, as Trustee, for the benefit of the City of Scottsbluff, NE, as Beneficiary dated July 20, 2020 and recorded July 29, 2020, as Inst. 2020-3470 in the records of Scotts Bluff County, Nebraska, has been paid or otherwise satisfied, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed and delivered as confirmed by their endorsement on a Request For Reconveyance.

In accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deed of Trust in the following:

Lots 1 and 2, Block 16, Harvard Place Addition, to the City of Scottsbluff, Scotts Bluff County, Nebraska,

Dated: _____, 2025.

_____
Kent A. Hadenfeldt, Attorney at Law - Trustee

STATE OF NEBRASKA, COUNTY OF SCOTTS BLUFF: ss.

The foregoing instrument was acknowledged before me on _____, 2025, by Kent A. Hadenfeldt, Attorney At Law, as Trustee.

_____
Notary Public

REQUEST FOR RECONVEYANCE

The Beneficiary requests the Trustee to reconvey the real estate described in the Deed of Trust to the person or persons entitled.

CITY OF SCOTTSBLUFF, NEBRASKA,
Beneficiary

By _____
Betsy Vidlak, Mayor

STATE OF NEBRASKA, COUNTY OF SCOTTS BLUFF: ss.

The foregoing instrument was acknowledged before me on _____, 2025, by Betsy Vidlak, as Mayor of the City of Scottsbluff, Nebraska, for and on behalf of the City, Beneficiary.

_____
Notary Public

City of Scottsbluff, Nebraska

Monday, August 4, 2025
Regular Meeting

Item 7.d

Council to acknowledge and take receipt of a liability claim from Brandon L. Conrad Sr. at 3602 Spruce Drive, Scottsbluff, NE. Council will withdraw and take no action on the claim that has been forwarded to the City's insurance carrier.

Staff Contact: Kimberley Wright

City of Scottsbluff
CITIZEN INCIDENT REPORT

All tort claims under the Political Subdivisions Tort Claims Act and sections 16-727, 16-728, 23-175, 39-809, and 79-610 shall be filed with the clerk, secretary, or other official whose duty it is to maintain the official records of the political subdivision, or the governing body of a political subdivision may provide that such claims may be filed with the duly constituted law department of such subdivision. It shall be the duty of the official with whom the claim is filed to present the claim to the governing body. All such claims shall be in writing and shall set forth the time and place of the occurrence giving rise to the claim and such other facts pertinent to the claim as are known to the claimant.

Date: 7/22/2025

Date and location of Incident: 1/23/2025 3602 Spruce Dr Scottsbluff NE

Claimant Name: Brandon L Conrad Sr Phone: 308-765-5082

Address: 3602 Spruce Dr City: Scottsbluff State and Zip: NE 69361

City Department Contact: City Clerk

Narrative of what happened: Police and Fire arrived at my house due to a garage fire and I was not at home. The Police arrived first and were alearted that dogs were present in the house so they broke the front door and side garage door to gain access.

Estimated amount of damages $ 3825.24 (attach estimates)

Attachments: Photos: _____ Estimates: _____ Medical Bills: _____

Witnesses: Linda Clark Contact Information: 308-632-3293

Citizen insurance information: American Family Scottsbluff

Reported by (city staff): _____

Received Date: _____

Signature of Claimant(s): Brandon L Conrad Sr

SUBMIT TO: KIM WRIGHT, CITY CLERK, CITY OF SCOTTSBLUFF

City of Scottsbluff, Nebraska
Monday, August 4, 2025
Regular Meeting

Item 7.e

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

Staff Contact: Lane Kizzire

Description (Payable)	Account Name		Amount
Vendor: 00743 - 3M COMPANY			
Fund: 212 - STREETS			
WHITE & YELLOW PAVEMENT...	STREET REPAIR SUPPLIES		10,035.62
		Fund 212 - STREETS Total:	**10,035.62**
		Vendor 00743 - 3M COMPANY Total:	**10,035.62**
Vendor: 00295 - B & H INVESTMENTS, INC			
Fund: 111 - GENERAL			
BLDG MAINT-PD	BUILDING MAINTENANCE		60.50
BLDG MAINT-PD	BUILDING MAINTENANCE		60.50
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		52.50
DEPT SUPP ADM	DEPARTMENT SUPPLIES		24.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		62.00
DEPT SUPP ADM	DEPARTMENT SUPPLIES		24.00
Dep. Sup.	DEPARTMENT SUPPLIES		64.50
RENT-MACHINES-PD	RENT-MACHINES		15.00
RENTAL PARK	RENT-MACHINES		50.00
RENT ADM	RENT-MACHINES		50.00
		Fund 111 - GENERAL Total:	**463.00**
Fund: 212 - STREETS			
SUPP - WATER	DEPARTMENT SUPPLIES		43.00
SUPP - WATER	DEPARTMENT SUPPLIES		71.50
SUPP - WATER	DEPARTMENT SUPPLIES		24.00
		Fund 212 - STREETS Total:	**138.50**
Fund: 621 - ENVIRONMENTAL SERVICES			
Department Supplies-SAN	DEPARTMENT SUPPLIES		33.50
Department Supplies-SAN	DEPARTMENT SUPPLIES		24.00
Contractual Services-SAN	CONTRACTUAL SERVICES		25.19
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**82.69**
		Vendor 00295 - B & H INVESTMENTS, INC Total:	**684.19**
Vendor: 00538 - BARCO MUNICIPAL PRODUCTS INC			
Fund: 212 - STREETS			
BLACK BASES FOR CHANNELIZ...	DEPARTMENT SUPPLIES		677.30
		Fund 212 - STREETS Total:	**677.30**
		Vendor 00538 - BARCO MUNICIPAL PRODUCTS INC Total:	**677.30**
Vendor: 10679 - BEEBE MATHEW ALLAN			
Fund: 631 - WASTEWATER			
BUILDING MAINT	BUILDING MAINTENANCE		68.72
		Fund 631 - WASTEWATER Total:	**68.72**
Fund: 641 - WATER			
BUILDING MAINT	BUILDING MAINTENANCE		68.73
		Fund 641 - WATER Total:	**68.73**
		Vendor 10679 - BEEBE MATHEW ALLAN Total:	**137.45**
Vendor: 01599 - BENZEL PEST CONTROL			
Fund: 631 - WASTEWATER			
CONTRACTUAL SVC	CONTRACTUAL SERVICES		162.50
		Fund 631 - WASTEWATER Total:	**162.50**
Fund: 641 - WATER			
CONTRACTUAL SVC	CONTRACTUAL SERVICES		162.50
		Fund 641 - WATER Total:	**162.50**
		Vendor 01599 - BENZEL PEST CONTROL Total:	**325.00**

Description (Payable)	Account Name	Amount
Vendor: 10311 - BEST PLUMBING HEATING & COOLING		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	515.83
	Fund 111 - GENERAL Total:	**515.83**
	Vendor 10311 - BEST PLUMBING HEATING & COOLING Total:	**515.83**
Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC		
Fund: 111 - GENERAL		
Monthly Energy Bill	HEATING FUEL	51.84
Monthly Energy Bill	HEATING FUEL	58.10
Monthly Energy Bill	HEATING FUEL	58.10
Monthly Energy Bill	HEATING FUEL	45.33
Monthly Energy Bill	HEATING FUEL	98.30
Monthly Energy Bill	HEATING FUEL	45.33
Monthly Energy Bill	HEATING FUEL	67.98
Monthly Energy Bill	HEATING FUEL	1,821.67
	Fund 111 - GENERAL Total:	**2,246.65**
Fund: 212 - STREETS		
Monthly Energy Bill	HEATING FUEL	238.41
	Fund 212 - STREETS Total:	**238.41**
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Energy Bill	HEATING FUEL	62.25
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**62.25**
Fund: 641 - WATER		
Monthly Energy Bill	HEATING FUEL	181.33
	Fund 641 - WATER Total:	**181.33**
	Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:	**2,728.64**
Vendor: 09886 - BUDGE IT DRAIN SERVICES LLC		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	380.00
	Fund 111 - GENERAL Total:	**380.00**
	Vendor 09886 - BUDGE IT DRAIN SERVICES LLC Total:	**380.00**
Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.		
Fund: 111 - GENERAL		
Cont. Srvcs.	CONTRACTUAL SERVICES	144.64
MONTHLY MAINT ADM	EQUIPMENT MAINTENANCE	127.09
CONTRACTUAL-PD	CONTRACTUAL SERVICES	107.12
	Fund 111 - GENERAL Total:	**378.85**
	Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:	**378.85**
Vendor: 07911 - CELLCO PARTNERSHIP		
Fund: 111 - GENERAL		
CELL PHONE	CELLULAR PHONE	39.91
JULY CELLULAR DATA	CELLULAR PHONE	139.68
CELL PHONES-PD	PHONE & INTERNET	1,463.92
	Fund 111 - GENERAL Total:	**1,643.51**
Fund: 213 - CEMETERY		
CELL PHONE	PHONE & INTERNET	39.91
	Fund 213 - CEMETERY Total:	**39.91**
	Vendor 07911 - CELLCO PARTNERSHIP Total:	**1,683.42**
Vendor: 00367 - CITY OF SCB		
Fund: 111 - GENERAL		
DEPT SUPPL/POSTAGE-PD	DEPARTMENT SUPPLIES	25.00
DEPT SUPPL/POSTAGE-PD	POSTAGE	10.05
	Fund 111 - GENERAL Total:	**35.05**

Description (Payable)	Account Name	Amount
Fund: 641 - WATER		
DEPT SUPP	DEPARTMENT SUPPLIES	35.57
	Fund 641 - WATER Total:	**35.57**
	Vendor 00367 - CITY OF SCB Total:	**70.62**
Vendor: 08003 - COLORADO ASPHALT SERVICES, INC		
Fund: 212 - STREETS		
14.48 TONS COLD ASPHALT	STREET REPAIR SUPPLIES	3,113.20
	Fund 212 - STREETS Total:	**3,113.20**
	Vendor 08003 - COLORADO ASPHALT SERVICES, INC Total:	**3,113.20**
Vendor: 00706 - COMPUTER CONNECTION INC		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	44.00
	Fund 111 - GENERAL Total:	**44.00**
	Vendor 00706 - COMPUTER CONNECTION INC Total:	**44.00**
Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.		
Fund: 713 - CASH & INVESTMENT POOL		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	225.83
	Fund 713 - CASH & INVESTMENT POOL Total:	**225.83**
	Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:	**225.83**
Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE		
Fund: 111 - GENERAL		
Monthly Long Distance	PHONE & INTERNET	3.29
Monthly Long Distance	PHONE & INTERNET	0.94
Monthly Long Distance	PHONE & INTERNET	0.47
Monthly Long Distance	PHONE & INTERNET	0.47
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	3.29
Monthly Long Distance	PHONE & INTERNET	19.74
Monthly Long Distance	PHONE & INTERNET	5.64
Monthly Long Distance	PHONE & INTERNET	2.35
Monthly Long Distance	PHONE & INTERNET	2.35
	Fund 111 - GENERAL Total:	**40.89**
Fund: 212 - STREETS		
Monthly Long Distance	PHONE & INTERNET	6.58
	Fund 212 - STREETS Total:	**6.58**
Fund: 213 - CEMETERY		
Monthly Long Distance	PHONE & INTERNET	0.94
	Fund 213 - CEMETERY Total:	**0.94**
Fund: 224 - ECONOMIC DEVELOPMENT		
Monthly Long Distance	PHONE & INTERNET	0.47
	Fund 224 - ECONOMIC DEVELOPMENT Total:	**0.47**
Fund: 621 - ENVIRONMENTAL SERVICES		
Monthly Long Distance	PHONE & INTERNET	1.89
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**1.89**
Fund: 631 - WASTEWATER		
Monthly Long Distance	PHONE & INTERNET	1.89
	Fund 631 - WASTEWATER Total:	**1.89**
Fund: 641 - WATER		
Monthly Long Distance	PHONE & INTERNET	1.89
	Fund 641 - WATER Total:	**1.89**
Fund: 661 - STORMWATER		
Monthly Long Distance	PHONE & INTERNET	0.47
	Fund 661 - STORMWATER Total:	**0.47**

Description (Payable)	Account Name	Amount
Fund: 721 - GIS SERVICES		
Monthly Long Distance	PHONE & INTERNET	0.47
	Fund 721 - GIS SERVICES Total:	**0.47**
	Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:	**55.49**
Vendor: 08687 - DELGADO LUPE		
Fund: 111 - GENERAL		
CONSULTING-PD	CONSULTING SERVICES	25.00
	Fund 111 - GENERAL Total:	**25.00**
	Vendor 08687 - DELGADO LUPE Total:	**25.00**
Vendor: 09703 - DOCU-SHRED LLC		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	75.00
	Fund 111 - GENERAL Total:	**75.00**
	Vendor 09703 - DOCU-SHRED LLC Total:	**75.00**
Vendor: 09692 - DOOLEY OIL INC		
Fund: 212 - STREETS		
55 GAL. 5W-40 OOIL, TRANS. ...	OIL & ANTIFREEZE	1,317.38
	Fund 212 - STREETS Total:	**1,317.38**
	Vendor 09692 - DOOLEY OIL INC Total:	**1,317.38**
Vendor: 10279 - EAKES INC		
Fund: 111 - GENERAL		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	66.02
DEPT SUPP ADM	DEPARTMENT SUPPLIES	26.73
Dep. Sup.	DEPARTMENT SUPPLIES	-37.99
	Fund 111 - GENERAL Total:	**54.76**
	Vendor 10279 - EAKES INC Total:	**54.76**
Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250		
Fund: 641 - WATER		
SAMPLES	SAMPLES	246.00
	Fund 641 - WATER Total:	**246.00**
	Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total:	**246.00**
Vendor: 00548 - FEDERAL EXPRESS CORPORATION		
Fund: 641 - WATER		
POSTAGE	POSTAGE	284.61
POSTAGE	POSTAGE	37.16
POSTAGE	POSTAGE	23.04
	Fund 641 - WATER Total:	**344.81**
	Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:	**344.81**
Vendor: 10639 - FERGUSON US HOLDINGS INC		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	390.34
	Fund 641 - WATER Total:	**390.34**
	Vendor 10639 - FERGUSON US HOLDINGS INC Total:	**390.34**
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: 10627 - GREAT AMERICA FINANCIAL SERVICES CORPORATION		
Fund: 111 - GENERAL		
Cont. Srvcs.	CONTRACTUAL SERVICES	162.94
	Fund 111 - GENERAL Total:	**162.94**
	Vendor 10627 - GREAT AMERICA FINANCIAL SERVICES CORPORATION Total:	**162.94**

Description (Payable)	Account Name	Amount
Vendor: 00299 - HULLINGER GLASS & LOCKS INC.		
Fund: 111 - GENERAL		
EQUIPMENT - FIRE ALARM KE...	DEPARTMENT SUPPLIES	232.50
BLDG MAINT PARK	BUILDING MAINTENANCE	176.00
	Fund 111 - GENERAL Total:	**408.50**
	Vendor 00299 - HULLINGER GLASS & LOCKS INC. Total:	**408.50**
Vendor: 08154 - INTERNAL REVENUE SERVICE		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	5,475.89
WITHHOLDINGS	FICA W/H EE PAYABLE	20,615.86
WITHHOLDINGS	FICA W/H EE PAYABLE	20,615.86
WITHHOLDINGS	FED W/H EE PAYABLE	31,554.35
WITHHOLDINGS	HEALTH INS EE PAYABLE	5,475.89
	Fund 713 - CASH & INVESTMENT POOL Total:	**83,737.85**
	Vendor 08154 - INTERNAL REVENUE SERVICE Total:	**83,737.85**
Vendor: 00192 - J G ELLIOTT CO INC		
Fund: 111 - GENERAL		
BONDS-PD	BONDING	40.00
	Fund 111 - GENERAL Total:	**40.00**
	Vendor 00192 - J G ELLIOTT CO INC Total:	**40.00**
Vendor: 06131 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
Department Supplies-REC	DEPARTMENT SUPPLIES	7.99
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	149.99
Department Supplies-REC	DEPARTMENT SUPPLIES	2.99
	Fund 111 - GENERAL Total:	**160.97**
Fund: 631 - WASTEWATER		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	155.99
	Fund 631 - WASTEWATER Total:	**155.99**
	Vendor 06131 - JOHN DEERE FINANCIAL Total:	**316.96**
Vendor: 08067 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	14.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	129.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	9.99
	Fund 111 - GENERAL Total:	**154.97**
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	258.45
	Fund 641 - WATER Total:	**258.45**
	Vendor 08067 - JOHN DEERE FINANCIAL Total:	**413.42**
Vendor: 09474 - JOHN DEERE FINANCIAL		
Fund: 111 - GENERAL		
FIREARMS RANGE-PD	FIREARMS RANGE SUPPLIES	97.82
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	595.33
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	15.66
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	3,081.67
	Fund 111 - GENERAL Total:	**3,790.48**
	Vendor 09474 - JOHN DEERE FINANCIAL Total:	**3,790.48**
Vendor: 10536 - JOHNSON CONTROLS		
Fund: 215 - SPECIAL PROJECTS		
ARPA	GRANT EXPENSE	7,268.47
	Fund 215 - SPECIAL PROJECTS Total:	**7,268.47**
	Vendor 10536 - JOHNSON CONTROLS Total:	**7,268.47**

Description (Payable)	Account Name	Amount
Vendor: 08156 - LINCOLN WINWATER WORKS COMPANY		
Fund: 661 - STORMWATER		
FACILITY REPAIR	FACILITY REPAIRS	2,175.00
	Fund 661 - STORMWATER Total:	**2,175.00**
	Vendor 08156 - LINCOLN WINWATER WORKS COMPANY Total:	**2,175.00**
Vendor: 10228 - LORE LORI		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	1,550.00
	Fund 111 - GENERAL Total:	**1,550.00**
	Vendor 10228 - LORE LORI Total:	**1,550.00**
Vendor: 00242 - M.C. SCHAFF & ASSOCIATES, INC		
Fund: 215 - SPECIAL PROJECTS		
SS4A ACTION PLAN	GRANT EXPENSE	73,500.00
	Fund 215 - SPECIAL PROJECTS Total:	**73,500.00**
	Vendor 00242 - M.C. SCHAFF & ASSOCIATES, INC Total:	**73,500.00**
Vendor: 05099 - MARKETING CONSULTANTS		
Fund: 218 - PUBLIC SAFETY		
#2-CIP-PATROL CARS	EQUIPMENT	1,500.00
	Fund 218 - PUBLIC SAFETY Total:	**1,500.00**
	Vendor 05099 - MARKETING CONSULTANTS Total:	**1,500.00**
Vendor: 10562 - MARVIN PLANNING CONSULTANTS INC		
Fund: 215 - SPECIAL PROJECTS		
COMPREHENSIVE PLAN AUGU...	GRANT EXPENSE	9,746.30
	Fund 215 - SPECIAL PROJECTS Total:	**9,746.30**
	Vendor 10562 - MARVIN PLANNING CONSULTANTS INC Total:	**9,746.30**
Vendor: 07628 - MENARDS, INC		
Fund: 111 - GENERAL		
BLDG MAINT PARK	BUILDING MAINTENANCE	212.85
DEPT SUPP PARK	DEPARTMENT SUPPLIES	14.35
DEPT SUPP PARK	DEPARTMENT SUPPLIES	3.49
EQUIPMENT - CARABINER WI...	DEPARTMENT SUPPLIES	29.70
GROUND MAINT PARK	GROUNDS MAINTENANCE	17.84
STATION - FLOOR SQUEEGEES	DEPARTMENT SUPPLIES	36.47
Department Supplies-REC	DEPARTMENT SUPPLIES	189.76
DEPT SUPP PARK	DEPARTMENT SUPPLIES	65.96
DEPT SUPP PARK	DEPARTMENT SUPPLIES	441.62
	Fund 111 - GENERAL Total:	**1,012.04**
Fund: 212 - STREETS		
SUPP - CONCRETE MIX	DEPARTMENT SUPPLIES	76.44
SUPP - FENDER WASHER, HEX...	DEPARTMENT SUPPLIES	16.76
SUPP - DUCT TAPE	DEPARTMENT SUPPLIES	15.68
SUPP - GRAPHITE LUBE, POST ...	DEPARTMENT SUPPLIES	34.18
CREDIT ON INVOICE 5139	DEPARTMENT SUPPLIES	-40.17
SUPP - REBAR	DEPARTMENT SUPPLIES	47.90
	Fund 212 - STREETS Total:	**150.79**
Fund: 213 - CEMETERY		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	24.20
	Fund 213 - CEMETERY Total:	**24.20**
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	28.78
DEPT SUP	DEPARTMENT SUPPLIES	16.18
Department Supplies-SAN	DEPARTMENT SUPPLIES	-12.76
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**32.20**
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	117.76
DEPT SUP	DEPARTMENT SUPPLIES	27.83

Description (Payable)	Account Name		Amount
DEPT SUP	DEPARTMENT SUPPLIES		16.19
DEPT SUP	DEPARTMENT SUPPLIES		14.58
DEPT SUP	DEPARTMENT SUPPLIES		516.80
DEPT SUP	DEPARTMENT SUPPLIES		40.44
		Fund 631 - WASTEWATER Total:	**733.60**
Fund: 641 - WATER			
DEPT SUP	DEPARTMENT SUPPLIES		74.66
		Fund 641 - WATER Total:	**74.66**
		Vendor 07628 - MENARDS, INC Total:	**2,027.49**
Vendor: 10057 - MICHAEL BEEBE			
Fund: 111 - GENERAL			
BLDG MAINT-PD	BUILDING MAINTENANCE		708.31
BLDG MAINT-PD	BUILDING MAINTENANCE		708.30
		Fund 111 - GENERAL Total:	**1,416.61**
		Vendor 10057 - MICHAEL BEEBE Total:	**1,416.61**
Vendor: 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA			
Fund: 641 - WATER			
DEPT SUP	DEPARTMENT SUPPLIES		255.68
		Fund 641 - WATER Total:	**255.68**
		Vendor 00490 - MUNICIPAL SUPPLY INC. OF NEBRASKA Total:	**255.68**
Vendor: 02569 - MUNIMETRIX SYSTEMS CORP			
Fund: 111 - GENERAL			
CONTRACTUAL CC	CONTRACTUAL SERVICES		39.99
		Fund 111 - GENERAL Total:	**39.99**
		Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:	**39.99**
Vendor: 10636 - NEBRASKA DEPT OF WATER, ENERGY AND ENVIRONMENT			
Fund: 641 - WATER			
LICENSE & PERMITS	LICENSE/PERMITS		115.00
		Fund 641 - WATER Total:	**115.00**
		Vendor 10636 - NEBRASKA DEPT OF WATER, ENERGY AND ENVIRONMENT Total:	**115.00**
Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT			
Fund: 631 - WASTEWATER			
ELECTRICITY	ELECTRIC POWER		158.56
ELECTRICITY	ELECTRIC POWER		11,553.86
		Fund 631 - WASTEWATER Total:	**11,712.42**
Fund: 641 - WATER			
ELECTRICITY	ELECTRIC POWER		7,752.37
ELECTRICITY	ELECTRIC POWER		6,094.52
		Fund 641 - WATER Total:	**13,846.89**
		Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:	**25,559.31**
Vendor: 09172 - O'REILLY AUTO ENTERPRISES, LLC			
Fund: 111 - GENERAL			
VEH MAINT PARK	VEHICLE MAINTENANCE		35.57
VEH MAINT PARK	VEHICLE MAINTENANCE		39.16
		Fund 111 - GENERAL Total:	**74.73**
Fund: 621 - ENVIRONMENTAL SERVICES			
Department Supplies-SAN	DEPARTMENT SUPPLIES		59.98
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**59.98**
		Vendor 09172 - O'REILLY AUTO ENTERPRISES, LLC Total:	**134.71**
Vendor: 03282 - ORIGINAL EQUIPMENT CORPORATION			
Fund: 111 - GENERAL			
ENGINE 1 WATER PUMP AND ...	VEHICLE MAINTENANCE		5,242.16
		Fund 111 - GENERAL Total:	**5,242.16**
		Vendor 03282 - ORIGINAL EQUIPMENT CORPORATION Total:	**5,242.16**

Description (Payable)	Account Name		Amount
Vendor: 10173 - PAIGE MANNING			
Fund: 216 - BUSINESS IMPROVEMENT			
PARKING LOT/GARDEN MAIN...	CONTRACTUAL SERVICES		2,353.00
		Fund 216 - BUSINESS IMPROVEMENT Total:	**2,353.00**
Fund: 641 - WATER			
CONTRACTUAL SVC	CONTRACTUAL SERVICES		487.50
		Fund 641 - WATER Total:	**487.50**
Fund: 661 - STORMWATER			
GARDEN MAINTENANCE-JULY...	CONTRACTUAL SERVICES		2,827.50
		Fund 661 - STORMWATER Total:	**2,827.50**
		Vendor 10173 - PAIGE MANNING Total:	**5,668.00**
Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC			
Fund: 631 - WASTEWATER			
CONTRACTUAL SVC	CONTRACTUAL SERVICES		94.00
		Fund 631 - WASTEWATER Total:	**94.00**
Fund: 641 - WATER			
SAMPLES	SAMPLES		120.00
		Fund 641 - WATER Total:	**120.00**
		Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:	**214.00**
Vendor: 00017 - PANHANDLE HUMANE SOCIETY			
Fund: 111 - GENERAL			
CONRACTUAL	CONTRACTUAL SERVICES		6,117.05
		Fund 111 - GENERAL Total:	**6,117.05**
		Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:	**6,117.05**
Vendor: 10596 - PANHANDLE POWER SYSTEMES LLC			
Fund: 111 - GENERAL			
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE		767.00
		Fund 111 - GENERAL Total:	**767.00**
		Vendor 10596 - PANHANDLE POWER SYSTEMES LLC Total:	**767.00**
Vendor: 10342 - PETERSON JUSTUS			
Fund: 111 - GENERAL			
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE		280.00
		Fund 111 - GENERAL Total:	**280.00**
		Vendor 10342 - PETERSON JUSTUS Total:	**280.00**
Vendor: 09892 - PIPE WORKS			
Fund: 641 - WATER			
CONTRACTUAL SVC	CONTRACTUAL SERVICES		1,000.00
		Fund 641 - WATER Total:	**1,000.00**
		Vendor 09892 - PIPE WORKS Total:	**1,000.00**
Vendor: 01276 - PLATTE VALLEY BANK			
Fund: 713 - CASH & INVESTMENT POOL			
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE		10,574.80
HEALTH SAVINGS ACCOUNT	HSA ER PAYABLE		6,465.00
		Fund 713 - CASH & INVESTMENT POOL Total:	**17,039.80**
		Vendor 01276 - PLATTE VALLEY BANK Total:	**17,039.80**
Vendor: 00266 - QUILL CORPORATION			
Fund: 111 - GENERAL			
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		245.60
		Fund 111 - GENERAL Total:	**245.60**
		Vendor 00266 - QUILL CORPORATION Total:	**245.60**
Vendor: 04089 - REGIONAL CARE INC			
Fund: 812 - HEALTH INSURANCE			
FLEX FUNDING	FLEXIBLE BENFT EXPENSES		249.65
FLEX FUNDING	FLEXIBLE BENFT EXPENSES		1,300.00

Description (Payable)	Account Name		Amount
CLAIMS	CLAIMS EXPENSE		22,936.09
		Fund 812 - HEALTH INSURANCE Total:	**24,485.74**
		Vendor 04089 - REGIONAL CARE INC Total:	**24,485.74**
Vendor: 09895 - ROALKVAN DREW			
Fund: 111 - GENERAL			
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE		185.00
		Fund 111 - GENERAL Total:	**185.00**
		Vendor 09895 - ROALKVAN DREW Total:	**185.00**
Vendor: 00463 - RR DONNELLEY			
Fund: 111 - GENERAL			
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		73.32
		Fund 111 - GENERAL Total:	**73.32**
		Vendor 00463 - RR DONNELLEY Total:	**73.32**
Vendor: 10235 - RUSSEL'S AUTOMOTIVE			
Fund: 111 - GENERAL			
VEH MAINT-PD	VEHICLE MAINTENANCE		109.32
VEH MAINT-PD	VEHICLE MAINTENANCE		206.65
VEH MAINT-PD	VEHICLE MAINTENANCE		83.90
VEH MAINT-PD	VEHICLE MAINTENANCE		83.90
		Fund 111 - GENERAL Total:	**483.77**
		Vendor 10235 - RUSSEL'S AUTOMOTIVE Total:	**483.77**
Vendor: 00026 - S M E C			
Fund: 713 - CASH & INVESTMENT POOL			
EMPLOYEE DEDUCTION	SMEC EE PAYABLE		83.50
		Fund 713 - CASH & INVESTMENT POOL Total:	**83.50**
		Vendor 00026 - S M E C Total:	**83.50**
Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC			
Fund: 111 - GENERAL			
UNIFORMS-PD	UNIFORMS & CLOTHING		355.00
		Fund 111 - GENERAL Total:	**355.00**
		Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total:	**355.00**
Vendor: 01031 - SIMON CONTRACTORS			
Fund: 111 - GENERAL			
GROUND MAINT PARK	GROUNDS MAINTENANCE		306.00
		Fund 111 - GENERAL Total:	**306.00**
Fund: 212 - STREETS			
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE		684.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE		1,319.75
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE		883.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE		927.13
RECYCLED CONCRETE BASE	STREET REPAIR SUPPLIES		437.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE		1,253.50
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE		348.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE		1,860.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE		1,439.00
RECYCLED CONCRETE BASE	STREET REPAIR SUPPLIES		587.02
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE		3,383.68
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE		3,550.00
RECYCLED CONCRETE BASE	STREET REPAIR SUPPLIES		609.01
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE		1,859.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE		221.00
		Fund 212 - STREETS Total:	**19,361.59**
		Vendor 01031 - SIMON CONTRACTORS Total:	**19,667.59**

Description (Payable)	Account Name	Amount
Vendor: 10666 - SLATER RONNIE		
Fund: 111 - GENERAL		
Special Events-REC	SPECIAL EVENTS	280.00
	Fund 111 - GENERAL Total:	**280.00**
	Vendor 10666 - SLATER RONNIE Total:	**280.00**
Vendor: 00428 - STATE FIRE MARSHALL		
Fund: 111 - GENERAL		
FIRE OFFICER I CERTIFICATION ..	SCHOOL & CONFERENCE	100.00
	Fund 111 - GENERAL Total:	**100.00**
	Vendor 00428 - STATE FIRE MARSHALL Total:	**100.00**
Vendor: 00054 - STATE HEALTH LAB		
Fund: 641 - WATER		
SAMPLES	SAMPLES	733.00
	Fund 641 - WATER Total:	**733.00**
	Vendor 00054 - STATE HEALTH LAB Total:	**733.00**
Vendor: 01235 - STATE OF NE.		
Fund: 111 - GENERAL		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	630.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES	315.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES	735.00
	Fund 111 - GENERAL Total:	**1,680.00**
	Vendor 01235 - STATE OF NE. Total:	**1,680.00**
Vendor: 10449 - STEPHENS TAYLOR		
Fund: 721 - GIS SERVICES		
TSTEPHENS PLNE TICKET & R...	SCHOOL & CONFERENCE	1,638.46
	Fund 721 - GIS SERVICES Total:	**1,638.46**
	Vendor 10449 - STEPHENS TAYLOR Total:	**1,638.46**
Vendor: 00677 - TERRY D SCOTT		
Fund: 111 - GENERAL		
VEHM MAINT PARK	VEHICLE MAINTENANCE	306.79
	Fund 111 - GENERAL Total:	**306.79**
	Vendor 00677 - TERRY D SCOTT Total:	**306.79**
Vendor: 00325 - TEXAS PNEUDRAULIC INC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Vehicle Maintenance-SAN	VEHICLE MAINTENANCE	207.96
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**207.96**
	Vendor 00325 - TEXAS PNEUDRAULIC INC Total:	**207.96**
Vendor: 01325 - THE PEAVEY CORP		
Fund: 111 - GENERAL		
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	269.81
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	287.50
	Fund 111 - GENERAL Total:	**557.31**
	Vendor 01325 - THE PEAVEY CORP Total:	**557.31**
Vendor: 01578 - THOMPSON GLASS, INC		
Fund: 111 - GENERAL		
Bldg. Main.	BUILDING MAINTENANCE	200.00
	Fund 111 - GENERAL Total:	**200.00**
	Vendor 01578 - THOMPSON GLASS, INC Total:	**200.00**
Vendor: 10383 - U AND U TRUCKING LLC		
Fund: 621 - ENVIRONMENTAL SERVICES		
Contractual Services-SAN	CONTRACTUAL SERVICES	1,102.00
Contractual Services-SAN	CONTRACTUAL SERVICES	1,102.00
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**2,204.00**
	Vendor 10383 - U AND U TRUCKING LLC Total:	**2,204.00**

Description (Payable)	Account Name	Amount
Vendor: 09865 - UNION BANK & TRUST		
Fund: 111 - GENERAL		
DEFERRED COMP PLAN 6-30-25	CONTRACTUAL SERVICES	174.00
FIREFIGHTERS PENSION PLAN...	CONTRACTUAL SERVICES	632.01
GENERAL CITY EMPLOYEE PEN...	CONTRACTUAL SERVICES	1,070.01
POLICE OFFICERS PENSION PL...	CONTRACTUAL SERVICES	734.01
	Fund 111 - GENERAL Total:	**2,610.03**
Fund: 713 - CASH & INVESTMENT POOL		
RETIREMENT	REGULAR RETIRE EE PAY	10,093.87
RETIREMENT	REGULAR RETIRE EE PAY	9,380.47
RETIREMENT	DEFERRED COMP EE PAY	1,135.81
RETIREMENT	DEFERRED COMP EE PAY	1,400.00
RETIREMENT	DEFERRED COMP EE PAY	436.67
RETIREMENT	RETIRE FIRE EE PAYABLE	5,996.62
RETIREMENT	RETIRE FIRE EE PAYABLE	4,260.10
RETIREMENT	RETIRE POLICE EE PAY	7,695.67
RETIREMENT	RETIRE POLICE EE PAY	7,138.86
	Fund 713 - CASH & INVESTMENT POOL Total:	**47,538.07**
	Vendor 09865 - UNION BANK & TRUST Total:	**50,148.10**
Vendor: 09840 - UNITED STATES WELDING		
Fund: 621 - ENVIRONMENTAL SERVICES		
DEPT SUP	DEPARTMENT SUPPLIES	26.17
	Fund 621 - ENVIRONMENTAL SERVICES Total:	**26.17**
Fund: 631 - WASTEWATER		
DEPT SUP	DEPARTMENT SUPPLIES	26.17
	Fund 631 - WASTEWATER Total:	**26.17**
	Vendor 09840 - UNITED STATES WELDING Total:	**52.34**
Vendor: 08828 - US BANK		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	751.69
Department Supplies-REC	DEPARTMENT SUPPLIES	210.90
Cont. Srvcs.	CONTRACTUAL SERVICES	129.00
Coll.	COLLECTIONS	713.23
DEPT SUPP PARK	DEPARTMENT SUPPLIES	198.98
Jan. Sup.	JANITORIAL SUPPLIES	186.58
UNIFORMS-PD	UNIFORMS & CLOTHING	149.98
POSTAGE-PD	POSTAGE	22.30
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	77.95
Department Supplies-REC	DEPARTMENT SUPPLIES	31.45
UNIFORM NAMEPLATE - RON...	UNIFORMS & CLOTHING	55.00
Department Supplies-REC	DEPARTMENT SUPPLIES	56.60
Dep. Sup.	DEPARTMENT SUPPLIES	79.55
Dep. Sup.	DEPARTMENT SUPPLIES	39.68
VEH MAINT ADM	VEHICLE MAINTENANCE	400.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	18.36
BOND-PD	BONDING	32.50
Department Supplies-REC	DEPARTMENT SUPPLIES	26.98
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	52.56
DEPT. SUPPLIES- DS/SW/GIS	DEPARTMENT SUPPLIES	41.97
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	29.53
BONDS-PD	BONDING	32.50
Coll.	COLLECTIONS	6.29
Coll.	COLLECTIONS	15.50
Coll.	COLLECTIONS	6.88
Coll.	COLLECTIONS	57.59
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	31.92
GASOLINE-PD	GASOLINE	34.68
UNIFORMS-PD	UNIFORMS & CLOTHING	207.00

Description (Payable)	Account Name		Amount
UNIFORMS-PD	UNIFORMS & CLOTHING		110.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE		20.62
DEPT. SUPPLIES-DS	DEPARTMENT SUPPLIES		26.99
DEPT SUPPLIES- DS/SW	DEPARTMENT SUPPLIES		41.98
Jan. Sup.	JANITORIAL SUPPLIES		44.86
Special Events-REC	SPECIAL EVENTS		189.99
UNIFORMS-PD	UNIFORMS & CLOTHING		50.99
Building Maintenance-REC	BUILDING MAINTENANCE		389.36
NEWSPAPER SUBSCRIPTION- ...	SUBSCRIPTIONS		44.82
DEPT SUPP PARK	DEPARTMENT SUPPLIES		163.59
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE		99.98
SCHOOL & CONF CM	SCHOOL & CONFERENCE		1,035.00
Dep. Sup.	DEPARTMENT SUPPLIES		12.73
Dep. Sup.	DEPARTMENT SUPPLIES		38.47
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		60.37
POSTAGE-PD	POSTAGE		21.30
LEGAL FEES-PD	LEGAL FEES		2.00
LEGAL FEES-PD	LEGAL FEES		30.00
UNIFORMS-PD	UNIFORMS & CLOTHING		56.99
DEPT. SUPPLIES INK- ZOE DS	DEPARTMENT SUPPLIES		88.89
UNIFORMS-PD	UNIFORMS & CLOTHING		379.94
UNIFORMS-PD	UNIFORMS & CLOTHING		93.98
POSTAGE-PD	POSTAGE		3.50
POSTAGE-PD	POSTAGE		21.40
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES		138.00
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES		138.00
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES		97.98
EQUIPMENT - HAND LANTERN...	DEPARTMENT SUPPLIES		49.89
Dep. Sup.	DEPARTMENT SUPPLIES		32.22
DEPT SUPP HR	DEPARTMENT SUPPLIES		39.67
SCHOOL & CONF PARK	SCHOOL & CONFERENCE		700.00
Special Events-REC	SPECIAL EVENTS		85.00
Dep. Sup.	DEPARTMENT SUPPLIES		170.40
MEDICAL SUPPLIES - IGEL PAC...	DEPARTMENT SUPPLIES		168.24
DEPT SUPP ADM	DEPARTMENT SUPPLIES		134.97
POSTAGE-PD	POSTAGE		43.75
UNIFORMS-PD	UNIFORMS & CLOTHING		75.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES		80.99
MEMBERSHIP-PD	MEMBERSHIPS		50.00
SCHOOL & CONF HR	SCHOOL & CONFERENCE		109.05
DROPBOX SUBSCRIPTION 202...	CONTRACTUAL SERVICES		119.88
DEPT. SUPPLIES- DS/SW/GIS-C...	DEPARTMENT SUPPLIES		-31.98
		Fund 111 - GENERAL Total:	**8,926.95**
Fund: 212 - STREETS			
SUPP - BINDER CLIPS, LAMINA...	DEPARTMENT SUPPLIES		156.16
SUPP - WHITE OUT	DEPARTMENT SUPPLIES		3.99
CLASS B CDL DRIVER TRAINING..	SCHOOL & CONFERENCE		199.00
BATTERIES FOR TRAFFIC SIGN...	ELECTRICAL MAINTENANCE		79.98
		Fund 212 - STREETS Total:	**439.13**
Fund: 218 - PUBLIC SAFETY			
#2-CIP-PATROL CARS-PD	EQUIPMENT		38.91
		Fund 218 - PUBLIC SAFETY Total:	**38.91**
Fund: 621 - ENVIRONMENTAL SERVICES			
Department Supplies-SAN	DEPARTMENT SUPPLIES		119.98
LICENSE & PERMITS	CONTRACTUAL SERVICES		41.25
		Fund 621 - ENVIRONMENTAL SERVICES Total:	**161.23**
Fund: 631 - WASTEWATER			
SCHOOLS & CONF	SCHOOL & CONFERENCE		150.00

Description (Payable)	Account Name		Amount
LICENSE & PERMITS	LICENSE/PERMITS		41.25
		Fund 631 - WASTEWATER Total:	**191.25**
Fund: 641 - WATER			
ELECTRIC POWER	ELECTRIC POWER		2,644.78
		Fund 641 - WATER Total:	**2,644.78**
Fund: 661 - STORMWATER			
DEPT. SUPPLIES- DS/SW/GIS	DEPARTMENT SUPPLIES		14.99
DEPT SUPPLIES- DS/SW	DEPARTMENT SUPPLIES		16.99
DEPT. SUPPLIES- DS/SW/GIS-C...	DEPARTMENT SUPPLIES		-14.99
		Fund 661 - STORMWATER Total:	**16.99**
Fund: 721 - GIS SERVICES			
DEPT. SUPPLIES- DS/SW/GIS	DEPARTMENT SUPPLIES		21.33
DEPT. SUPPLIES-GIS	DEPARTMENT SUPPLIES		24.99
DEPT. SUPPLIES- DS/SW/GIS-C...	DEPARTMENT SUPPLIES		-15.99
		Fund 721 - GIS SERVICES Total:	**30.33**
		Vendor 08828 - US BANK Total:	**12,449.57**
Vendor: 00022 - WALMART			
Fund: 111 - GENERAL			
BLDG/DEPT SUPPL-PD	DEPARTMENT SUPPLIES		98.16
BLDG/DEPT SUPPL-PD	BUILDING MAINTENANCE		149.00
BLDG/DEPT SUPPL-PD	BUILDING MAINTENANCE		149.00
STATION - CLEANING SUPPLIES	DEPARTMENT SUPPLIES		37.30
STATION SUPPLIES - TOWELS,...	DEPARTMENT SUPPLIES		88.06
		Fund 111 - GENERAL Total:	**521.52**
		Vendor 00022 - WALMART Total:	**521.52**
Vendor: 00268 - WESTERN COOPERATIVE COMPANY			
Fund: 111 - GENERAL			
GROUND MAINT PARK	GROUNDS MAINTENANCE		217.80
		Fund 111 - GENERAL Total:	**217.80**
		Vendor 00268 - WESTERN COOPERATIVE COMPANY Total:	**217.80**
Vendor: 06089 - WESTERN COOPERATIVE COMPANY			
Fund: 213 - CEMETERY			
DEPT SUPP CEM	DEPARTMENT SUPPLIES		353.73
		Fund 213 - CEMETERY Total:	**353.73**
		Vendor 06089 - WESTERN COOPERATIVE COMPANY Total:	**353.73**
Vendor: 08851 - WHITING SIGNS			
Fund: 111 - GENERAL			
DEPT SUPP PARK	DEPARTMENT SUPPLIES		950.00
		Fund 111 - GENERAL Total:	**950.00**
		Vendor 08851 - WHITING SIGNS Total:	**950.00**
Vendor: 10039 - WILSON ZECHARIAH			
Fund: 111 - GENERAL			
Special Events-REC	SPECIAL EVENTS		140.00
		Fund 111 - GENERAL Total:	**140.00**
		Vendor 10039 - WILSON ZECHARIAH Total:	**140.00**
Vendor: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT			
Fund: 111 - GENERAL			
GROUND MAINT PARK	GROUNDS MAINTENANCE		92.17
		Fund 111 - GENERAL Total:	**92.17**
		Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total:	**92.17**
		Grand Total:	**393,407.72**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	46,351.24	0.00
212 - STREETS	35,478.50	0.00
213 - CEMETERY	418.78	0.00
215 - SPECIAL PROJECTS	90,514.77	7,268.47
216 - BUSINESS IMPROVEMENT	2,353.00	0.00
218 - PUBLIC SAFETY	1,538.91	0.00
224 - ECONOMIC DEVELOPMENT	0.47	0.00
621 - ENVIRONMENTAL SERVICES	2,838.37	0.00
631 - WASTEWATER	13,146.54	0.00
641 - WATER	20,967.13	0.00
661 - STORMWATER	5,019.96	0.00
713 - CASH & INVESTMENT POOL	148,625.05	148,625.05
721 - GIS SERVICES	1,669.26	0.00
812 - HEALTH INSURANCE	24,485.74	24,485.74
Grand Total:	**393,407.72**	**180,379.26**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-52111-111	DEPARTMENT SUPPLIES	275.72	0.00
111-52111-112	DEPARTMENT SUPPLIES	39.67	0.00
111-52111-121	DEPARTMENT SUPPLIES	167.85	0.00
111-52111-141	DEPARTMENT SUPPLIES	642.16	0.00
111-52111-142	DEPARTMENT SUPPLIES	857.98	0.00
111-52111-151	DEPARTMENT SUPPLIES	399.56	0.00
111-52111-171	DEPARTMENT SUPPLIES	1,992.96	0.00
111-52111-172	DEPARTMENT SUPPLIES	526.67	0.00
111-52121-151	JANITORIAL SUPPLIES	231.44	0.00
111-52134-172	SPECIAL EVENTS	694.99	0.00
111-52161-142	FIREARMS RANGE SUPPL...	97.82	0.00
111-52163-142	INVESTIGATIVE EXPENSES	931.29	0.00
111-52181-141	UNIFORMS & CLOTHING	55.00	0.00
111-52181-142	UNIFORMS & CLOTHING	1,479.87	0.00
111-52222-151	COLLECTIONS	1,551.18	0.00
111-52225-112	SUBSCRIPTIONS	44.82	0.00
111-52311-142	MEMBERSHIPS	50.00	0.00
111-52411-142	POSTAGE	122.30	0.00
111-52511-142	GASOLINE	34.68	0.00
111-53111-111	CONTRACTUAL SERVICES	75.00	0.00
111-53111-112	CONTRACTUAL SERVICES	1,244.01	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-121	CONTRACTUAL SERVICES	119.88	0.00
111-53111-141	CONTRACTUAL SERVICES	632.01	0.00
111-53111-142	CONTRACTUAL SERVICES	2,565.13	0.00
111-53111-151	CONTRACTUAL SERVICES	436.58	0.00
111-53111-171	CONTRACTUAL SERVICES	1,550.00	0.00
111-53111-172	CONTRACTUAL SERVICES	7,117.05	0.00
111-53121-142	CONSULTING SERVICES	25.00	0.00
111-53211-142	LEGAL FEES	32.00	0.00
111-53421-141	BUILDING MAINTENANCE	917.81	0.00
111-53421-142	BUILDING MAINTENANCE	917.80	0.00
111-53421-151	BUILDING MAINTENANCE	200.00	0.00
111-53421-171	BUILDING MAINTENANCE	1,284.68	0.00
111-53421-172	BUILDING MAINTENANCE	389.36	0.00
111-53441-111	EQUIPMENT MAINTENA...	127.09	0.00
111-53441-142	EQUIPMENT MAINTENA...	1,016.97	0.00
111-53441-171	EQUIPMENT MAINTENA...	3,692.66	0.00
111-53451-111	VEHICLE MAINTENANCE	400.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53451-141	VEHICLE MAINTENANCE	5,242.16	0.00
111-53451-142	VEHICLE MAINTENANCE	483.77	0.00
111-53451-171	VEHICLE MAINTENANCE	381.52	0.00
111-53471-171	GROUNDS MAINTENAN…	633.81	0.00
111-53521-111	HEATING FUEL	51.84	0.00
111-53521-141	HEATING FUEL	58.10	0.00
111-53521-142	HEATING FUEL	103.43	0.00
111-53521-151	HEATING FUEL	98.30	0.00
111-53521-171	HEATING FUEL	45.33	0.00
111-53521-172	HEATING FUEL	1,889.65	0.00
111-53561-111	PHONE & INTERNET	3.29	0.00
111-53561-112	PHONE & INTERNET	0.94	0.00
111-53561-114	PHONE & INTERNET	0.47	0.00
111-53561-115	PHONE & INTERNET	0.47	0.00
111-53561-121	PHONE & INTERNET	2.35	0.00
111-53561-141	PHONE & INTERNET	3.29	0.00
111-53561-142	PHONE & INTERNET	1,483.66	0.00
111-53561-151	PHONE & INTERNET	5.64	0.00
111-53561-171	PHONE & INTERNET	2.35	0.00
111-53561-172	PHONE & INTERNET	2.35	0.00
111-53571-141	CELLULAR PHONE	139.68	0.00
111-53571-171	CELLULAR PHONE	39.91	0.00
111-53631-111	RENT-MACHINES	50.00	0.00
111-53631-142	RENT-MACHINES	15.00	0.00
111-53631-171	RENT-MACHINES	50.00	0.00
111-53711-112	SCHOOL & CONFERENCE	109.05	0.00
111-53711-114	SCHOOL & CONFERENCE	1,035.00	0.00
111-53711-141	SCHOOL & CONFERENCE	100.00	0.00
111-53711-142	SCHOOL & CONFERENCE	535.90	0.00
111-53711-171	SCHOOL & CONFERENCE	700.00	0.00
111-53811-142	BONDING	105.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	1,126.74	0.00
212-52171-212	STREET REPAIR SUPPLIES	14,781.85	0.00
212-52531-212	OIL & ANTIFREEZE	1,317.38	0.00
212-53431-212	ELECTRICAL MAINTENA…	79.98	0.00
212-53491-212	STREET MAINTENANCE	17,728.56	0.00
212-53521-212	HEATING FUEL	238.41	0.00
212-53561-212	PHONE & INTERNET	6.58	0.00
212-53711-212	SCHOOL & CONFERENCE	199.00	0.00
213-52111-213	DEPARTMENT SUPPLIES	377.93	0.00
213-53561-213	PHONE & INTERNET	40.85	0.00
215-54991-111	GRANT EXPENSE	73,500.00	0.00
215-54991-113	GRANT EXPENSE	17,014.77	7,268.47
216-53111-171	CONTRACTUAL SERVICES	2,353.00	0.00
218-54411-142	EQUIPMENT	1,538.91	0.00
224-53561-113	PHONE & INTERNET	0.47	0.00
621-52111-621	DEPARTMENT SUPPLIES	295.83	0.00
621-53111-621	CONTRACTUAL SERVICES	2,270.44	0.00
621-53451-621	VEHICLE MAINTENANCE	207.96	0.00
621-53521-621	HEATING FUEL	62.25	0.00
621-53561-621	PHONE & INTERNET	1.89	0.00
631-52111-631	DEPARTMENT SUPPLIES	759.77	0.00
631-52181-631	UNIFORMS & CLOTHING	155.99	0.00
631-53111-631	CONTRACTUAL SERVICES	256.50	0.00
631-53421-631	BUILDING MAINTENANCE	68.72	0.00
631-53531-631	ELECTRIC POWER	11,712.42	0.00
631-53561-631	PHONE & INTERNET	1.89	0.00
631-53711-631	SCHOOL & CONFERENCE	150.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
631-59211-631	LICENSE/PERMITS	41.25	0.00
641-52111-641	DEPARTMENT SUPPLIES	1,014.70	0.00
641-52117-641	SAMPLES	1,099.00	0.00
641-52411-641	POSTAGE	344.81	0.00
641-53111-641	CONTRACTUAL SERVICES	1,650.00	0.00
641-53421-641	BUILDING MAINTENANCE	68.73	0.00
641-53521-641	HEATING FUEL	181.33	0.00
641-53531-641	ELECTRIC POWER	16,491.67	0.00
641-53561-641	PHONE & INTERNET	1.89	0.00
641-59211-641	LICENSE/PERMITS	115.00	0.00
661-52111-661	DEPARTMENT SUPPLIES	16.99	0.00
661-53111-661	CONTRACTUAL SERVICES	2,827.50	0.00
661-53461-661	FACILITY REPAIRS	2,175.00	0.00
661-53561-661	PHONE & INTERNET	0.47	0.00
713-21512	MEDICARE W/H EE PAY…	5,475.89	5,475.89
713-21513	FICA W/H EE PAYABLE	41,231.72	41,231.72
713-21514	FED W/H EE PAYABLE	31,554.35	31,554.35
713-21521	HEALTH INS EE PAYABLE	5,475.89	5,475.89
713-21524	SMEC EE PAYABLE	83.50	83.50
713-21527	WAGE ATTACHMENT EE …	225.83	225.83
713-21528	REGULAR RETIRE EE PAY	19,474.34	19,474.34
713-21529	DEFERRED COMP EE PAY	2,972.48	2,972.48
713-21531	RETIRE FIRE EE PAYABLE	10,256.72	10,256.72
713-21533	RETIRE POLICE EE PAY	14,834.53	14,834.53
713-21541	HSA EE PAYABLE	10,574.80	10,574.80
713-21741	HSA ER PAYABLE	6,465.00	6,465.00
721-52111-721	DEPARTMENT SUPPLIES	30.33	0.00
721-53561-721	PHONE & INTERNET	0.47	0.00
721-53711-721	SCHOOL & CONFERENCE	1,638.46	0.00
812-53862-112	CLAIMS EXPENSE	22,936.09	22,936.09
812-53863-112	FLEXIBLE BENFT EXPENS…	1,549.65	1,549.65
	Grand Total:	**393,407.72**	**180,379.26**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		302,892.48	173,110.79
2152554991		73,500.00	0.00
5001054991		17,014.77	7,268.47
6002053561		0.47	0.00
	Grand Total:	**393,407.72**	**180,379.26**

UTILITY REFUNDS 8-4-25

Account #	Contact	Service Address	Refund Amount
070-0467-01	CAROL FERREYRA	1909 E 27TH ST SCOTTSBLUFF N	122.5
025-1663-12	MICK MITCHELL	1413 AVE N SCOTTSBLUFF NE 6	17.13
2			$139.63

City of Scottsbluff, Nebraska
Monday, August 4, 2025
Regular Meeting

Item 8.a

Council to remove from the table to discuss and consider action on a Change of Location of Liquor License for T & A Investments, LLC d/b/a G & T Billiards Unlimited from 1214 3rd Avenue to 1211 3rd Avenue, Scottsbluff, NE.

Staff Contact: Kimberley Wright

City of Scottsbluff, Nebraska

Monday, August 4, 2025
Regular Meeting

Item 8.b

Council to discuss and consider action on a Change of Location of Liquor License for T & A Investments, LLC d/b/a G & T Billiards Unlimited from 1214 3rd Avenue to 1211 3rd Avenue, Scottsbluff, NE.

Staff Contact: Kimberley Wright

Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 109651

AMENDMENT TYPE	APPLICATION DATE RECEIVED
Change of Location	2025-06-25

PREMISES TYPE	PREMISES NAME
Other Category	G&T Billiards Unlimited
OPERATOR	CORPORATE LIMIT DESIGNATION
T&A Investments LLC	Inside
LEASE OR OWN	EXPIRATION DATE
Lease	2099-08-31

PHYSICAL ADDRESS

1214 3rd Ave
Scottsbluff, NE 69361

MAILING ADDRESS

1223 3rd Ave
Scottsbluff, NE 69361

CONTACT NAME	PREFERRED CONTACT METHOD
Terry L Schaub	Email
CONTACT PHONE	ALTERNATE PHONE
(308) 225-2145	
FAX	EMAIL
	touchofclasslimos@yahoo.com
PREMISES MANAGER	PREMISES MANAGER EMAIL
Terry L Schaub	touchofclasslimos@yahoo.com

QUESTIONS

Class M Bottle Club

1. New Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*

   1211 3rd ave 24x70
   1209 3rd Ave 24x70

2. Is there an outdoor area?
   *Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

   Yes
   L21,W15

3. Will a basement be used for alcoholic storage or sale?

   No

4. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

   all one level

5. Would the premises to be licensed be within 150 feet of a church, school, hospital, home for indigent persons or veterans, their wives and children?

   No

6. Would the premises to be licensed be within 300 feet of a college campus or university?

   No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Description & Diagram	G&T diagram.jpg	
Lease / Deed / Purchase Agreement	Deed of Trust.jpg	

APPLICANT

Terry Schaub

DECLARATION

☑ I (We) the applicant(s) agree and consent

I declare under penalty of perjury that I have read the contents of this amendment application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Nebraska Liquor Control

301 Centennial Mall South - 1st Floor PO Box 95046 Lincoln NE 68508

Additional Information Requested

File Number: 109651

AMENDMENT TYPE	APPLICATION DATE RECEIVED
Change of Location	2025-06-26

ADDITIONAL INFORMATION REQUESTED

You have indicated that you are moving to 1211 3rd Ave but your Deed lists the address as 1205 3rd Ave.

Also, will 1209 3rd Ave be included in the space you are trying to license? Will it be an L-shaped area approx 48 x 70 (not to include the shop storage) ??

Please put your answers in the "Comments" box and upload the corrected Deed using this one time link.

Hannah Teinert
402.471.2735 or hannah.teinert@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

The property is deeded and listed as 1 parcel but 3 units of mailing addresses of 1205, 1209, 1211 3rd ave. 1205 3rd ave is leased to another tenant and we are utilizing 109 and 1211 3rd ave for a total size of 48 x70 to included the shop storage.

Anticipation for the shop storage area is for a retail sales area for pool tables, cues, apparel, and ect. and or extra space area if needed for larger pool tournaments/special events.

The deed originally provided is the correct and only deed.

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Description & Diagram	G&T diagram.jpg	

Lease / Deed / Purchase Agreement	Deed of Trust.jpg

APPLICANT

Terry Schaub

2023-1504

NUM PAGES 1
DOC TAX $0.00 CHG
FEES $10.00 CHG
TOTAL $10.00
REC'D Riverstone Bank - Scottsbluff
RET

NUM INDEX
COMPUTER
PICTURED
IMAGED

RECORDED
SCOTTS BLUFF COUNTY, NE
Date Apr 26, 2023 Time 12:24 PM
Inst. 2023-1504
Jean A. Bauer
REGISTER OF DEEDS
ELECTRONICALLY RECORDED

When Recorded Return To:
Riverstone Bank
P.O. Box 1267
Scottsbluff, NE 69363-1267

DEED OF RECONVEYANCE

Riverstone Bank as successor in interest to First State Bank, having received a written request for Reconveyance from Riverstone Bank, as Beneficiary for all sums secured by a **Deed of Trust** among **T & A Investments, LLC a Nebraska Limited Liability Company , dated June 28, 2017** and **recorded June 29, 2017, INST. 2017-3365** of the records of Scotts Bluff County, Nebraska. having been paid in full, reconveys the following described real estate, without warranty, to the person or persons legally entitled:

Lots 12 and 13, Block 3, City Addition, an Addition to the City of Scottsbluff, Scotts Bluff County, State of Nebraska.

The Real Property or its address is commonly known as 1205 3rd Avenue, Scottsbluff, Nebraska 69361

DATED: April 25, 2023

RIVERSTONE BANK
By Candace West, Lending Officer
Candace West

STATE OF NEBRASKA
SCOTTS BLUFF COUNTY: ss.

On April 25, 2023 before me, a Notary Public, personally came Candace West, Lending Officer of Riverstone Bank, to me personally known to be the identical person whose name is affixed to the foregoing Deed of Reconveyance and acknowledged the execution of it to be his/her voluntary act and deed as an officer and the voluntary act and deed of the corporation.

GENERAL NOTARY
State of Nebraska
Kathryne M. Herron
Comm. Exp. 1/30/24

Kathryne M. Herron, Notary Public

6' fence
15
OHD
Bathroom
16
Bathroom
5
Outside Patio
24
21'
Kitchen
6' fence
8'
4 tables
32
24
16
1 table
18
Vending
Future wall
24
15
Shop Storage
41
2 or 3 tables
32
24'
W
PP
W
PP
OHD
1211 3rd
1209 3rd Ave

Chief of Police

Memo

To: Mayor and Council

From: Krisa Brass, Chief of Police

CC: Liquor file

Date: July 14, 2025

Re: Change of Location for T&A Investments LLC dba G&T Billiards Unlimited

---

The applicant, Terry Schaub, is proposing a change in location from 1214 3rd Avenue, Scottsbluff to 1211 3rd Avenue, Scottsbluff. The new location is a one-story building approximately 24 x 70 with an outdoor area which is approximately 21 x 15. I am not aware of any issues with the liquor license thus far and do not have any reason to believe a move would create challenges for law enforcement.

Respectfully,

Krisa Brass
Chief of Police

City of Scottsbluff, Nebraska

Monday, August 4, 2025
Regular Meeting

Item 9.a

Council to discuss and consider action on a Resolution extending the date for written notice of termination in participation in the League Association of Risk Management (LARM) and consider the contribution credits for multi-year commitments and authorize the Mayor to sign the Resolution.

Staff Contact: Kevin E Spencer

1335 L. St, Ste 200
Lincoln, NE 68508
Phone: (402) 742-2600
Fax: (402) 476-4089
www.larmpool.org

June 30, 2025

Dear LARM Member,

Attached please find your Renewal Coverage Proposal for the 2025-26 Pool Year. This proposal is itemized by line of coverage to represent your specific limits, deductibles, annualized contributions and to outline LARM's resolution credit options available for the new term.

To ensure LARM members are adequately covered, LARM is increasing overall values. Most members are seeing property values, contents, and property in the open increases of 5% depending on if you had a valuation of your properties in the last year. This is also being driven by reinsurance to ensure proper coverage on catastrophic losses.

To continue the goal of pursuing a strong financial position, the LARM Board formally approved the recommended adjustment to the 2025-26 Pool Year rate levels as follows:

- + 26% rate adjustment for Property.
- + 5% adjustment Level rates for Liability Coverages.
- + 5% adjustment for Workers' Compensation.

Finally, the information presented in this communication packet does not include any potential mono-line insurance placements that are not part of the formal LARM Property, General Liability or Workers' Compensation coverages (such as Bonds, Special Events Coverage, Liquor Liability, etc.) In addition, please be advised that your final invoice amount may vary from the renewal packet based on endorsements that require contribution adjustment over the next several weeks.

As always, the LARM Board and staff are very pleased that your community will continue to support LARM as we celebrate our 31st year of unparalleled commitment to serving our Members. On behalf of each of us, I thank you for making our partnership a mutual success.

Sincerely,
LEAGUE ASSOCIATION OF RISK MANAGEMENT

Tracy Juranek

Tracy Juranek
Customer Service Specialist/Assistant Executive Director

Proposal For: City of Scottsbluff

Effective Date: 10/1/2025

COVERAGE	LIMITS AND APPLICABLE DEDUCTIBLES	CONTRIBUTION
Worker's Compensation	Statutory Limits $500,000 Employer Liability	$257,904
General Liability	$5,000,000/$5,000,000 Per Occurrence/Aggregate $0 Deductible	$183,608
Errors & Omissions	$5,000,000/$5,000,000 Per Occurrence/Aggregate $2,500 Deductible	$26,479
Law Enforcement Liability	$5,000,000/$5,000,000 Per Occurrence/Aggregate $2,500 Deductible	$40,206
Auto Liability	$5,000,000 Combined Single Limit $0 Deductible	$38,452
Auto Physical Damage	146 x Vehicles $ Varies on Deductible	$118,072
Commercial Property	$86,324,401 $1,000 Deductible	$529,136
TOTAL ANNUAL CONTRIBUTION:		$1,193,857

Contribution Credit Options

	180 Day Notice, 3 Year Commitment	180 Day Notice, 2 Year Commitment	180 Day Notice Only	90 Day Notice, 3 Year Commitment	90 Day Notice, 2 Year Commitment	90 Day Notice Only
Commitment Discount:	5%	4%	2%	2%	1%	0%
Property & Liability:	$889,154	$898,514	$917,233	$917,233	$926,592	$935,952
Workers' Compensation:	$245,009	$247,588	$252,746	$252,746	$255,325	$257,904
Total Contribution:	$1,134,163	$1,146,102	$1,169,979	$1,169,979	$1,181,917	$1,193,856

League Association of Risk Management
2025-26 Renewal Resolution

RESOLUTION NO. 25-08-01

WHEREAS, City of Scottsbluff is a member of the League Association of Risk Management (LARM);

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of Scottsbluff, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- ● Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2028. (**180 day and 3 year commitment; 5% discount**)
- ◯ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. (**180 day and 2 year commitment; 4% discount**)
- ◯ Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. (**180 day notice only; 2% discount**)
- ◯ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2028. (**90 day notice and 3 year commitment only; 2% discount**)
- ◯ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2027. (**2 year commitment only; 1%**)
- ◯ Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. (**90 day Notice only**)

Adopted this 4th day of August, 2025.

Signature: _____

Title: Mayor_____

ATTEST: _____

Title: City Clerk_____

Please email (customerservice@LARMpool.org) or fax (402.476.4089) the completed resolution to LARM.

City of Scottsbluff, Nebraska
Monday, August 4, 2025
Regular Meeting

Item 9.b

Council to discuss and consider action on the amended Final Plat of Lots 1 and 2, Block 1, Panhandle Cooperative Subdivision, and authorize the Mayor to sign the Resolution.

Staff Contact: Zachary Glaubius

Agenda Statement

Item No. DS8-02

For Meeting of: August 4, 2025

AGENDA TITLE: Council to consider action on the amended Final Plat of Lots 1 and 2, Block 1, Panhandle Cooperative Subdivision, and authorize the Mayor to Sign the Resolution.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Zachary Glaubius, Development Services Director

SUMMARY EXPLANATION: At the July 14, 2025 Planning Commission meeting, the amended final plat for Lots 1 and 2, Block 1, Panhandle Cooperative Subdivision received a positive recommendation for approval (5 yeas-0 nays).

The amended final plat consists of splitting Block 1 into two lots. On one lot is Main Street Market and the gas station, and on the other lot is the Platte Valley Bank branch. Two new access easements will be dedicated with the amended final plat. Per 21-1-42, the amended plat is required to follow the standard Planning Commission-City Council approval process due to the dedication of the access easements.

BOARD/COMMISSION/STAFF RECOMMENDATION: Positive Recommendation on Approval by PC and Staff

Does this item require the expenditure of funds? **_____yes ___x__no**

Are funds budgeted? **_____yes ___x__no**

If no, comments: _____

Estimated Amount _____

Amount Budgeted _____

Department _____

Account Description _____

Approval of funds available _____

City Finance Director

EXHIBITS

Resolution✓ Ordinance ☐ Minutes☐ Plan/Map ✓

Other (specify)

Exhibit 1: Planning Commission Agenda Packet Section
- Plat Applications
- Preliminary and Final Plats
- Staff Report by Development Services Director

Exhibit 2: Final Plat Resolution

NOTIFICATION LIST: Yes ☐ No ✓ Further Instructions ☐

Please list names and addresses required for notification.

Rev: 12/14/ City Clerk

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 12/14/ City Clerk

CITY OF SCOTTSBLUFF

City of Scottsbluff
Subdivision Application

Permit Identifier 2025-52SD

Type: Amended Plat (Administrative Process)

Applicant Name	Monte Docekal	Applicant Address	120 East 16th Street Scottsbluff, Nebraska
Applicant Email	mdocekal@jeo.com	Applicant Phone	308-266-1908
Contact Name	Hunter Kosman	Contact Address	1212 Circle Drive
Conact Email	hunter.kosman@pvbank.com	Contact Phone	308-633-9526

Subdivision Information

Proposed Name of Subdivision	Lots 1 and 2, Block 1, Panhandle Cooperative Subdivision
General Location/Address	401 SOUTH BELTLINE HWY
Legal Description	BLKS 1-2, PANHANDLE COOP SUB
Current Zoning District(s)	
Total Area (square feet or acre)	9.31 acres
Number of Past Replat/Plat Amendments	0

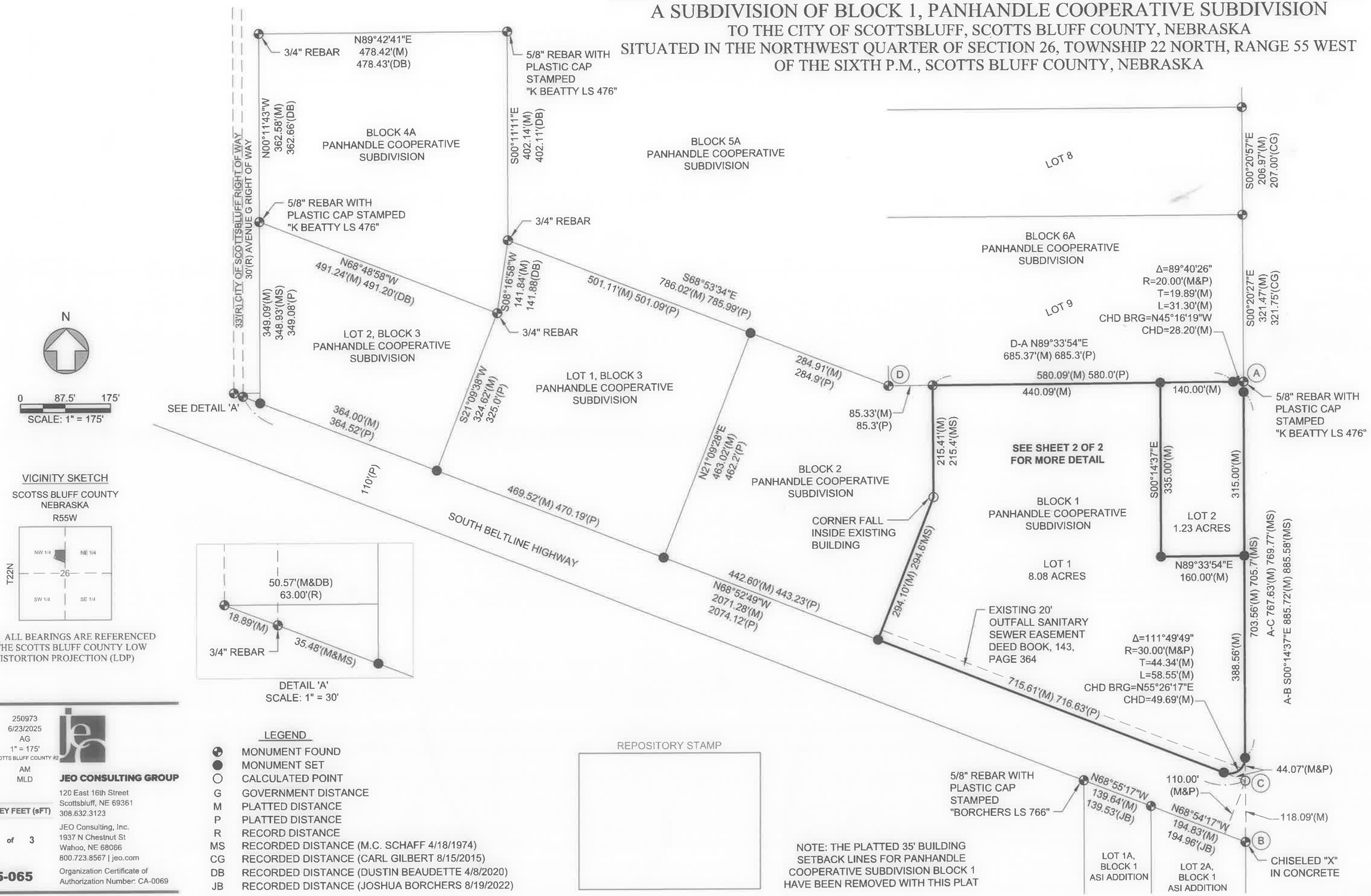
Describe the reason for the subdivision

Separate Lot for Platte Valley Bank location

LOTS 1 AND 2, BLOCK 1, PANHANDLE COOPERATIVE SUBDIVISION

A SUBDIVISION OF BLOCK 1, PANHANDLE COOPERATIVE SUBDIVISION

TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA
SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 22 NORTH, RANGE 55 WEST
OF THE SIXTH P.M., SCOTTS BLUFF COUNTY, NEBRASKA



VICINITY SKETCH

SCOTSS BLUFF COUNTY
NEBRASKA
R55W

NOTE: ALL BEARINGS ARE REFERENCED TO THE SCOTTS BLUFF COUNTY LOW DISTORTION PROJECTION (LDP)

DETAIL 'A'
SCALE: 1" = 30'

Project No.:	250973
Date:	6/23/2025
QAQC	AG
Scale:	1" = 175'
Field Book:	SCOTTS BLUFF COUNTY #2
Field Crew:	AM
Drawn By:	MLD

US SURVEY FEET (sFT)

Sheet 1 of 3

Survey File No.:

2025-065

JEO CONSULTING GROUP
120 East 16th Street
Scottsbluff, NE 69361
308.632.3123

JEO Consulting, Inc.
1937 N Chestnut St
Wahoo, NE 68066
800.723.8567 | jeo.com
Organization Certificate of
Authorization Number: CA-0069

LEGEND

⊕	MONUMENT FOUND
●	MONUMENT SET
○	CALCULATED POINT
G	GOVERNMENT DISTANCE
M	PLATTED DISTANCE
P	PLATTED DISTANCE
R	RECORD DISTANCE
MS	RECORDED DISTANCE (M.C. SCHAFF 4/18/1974)
CG	RECORDED DISTANCE (CARL GILBERT 8/15/2015)
DB	RECORDED DISTANCE (DUSTIN BEAUDETTE 4/8/2020)
JB	RECORDED DISTANCE (JOSHUA BORCHERS 8/19/2022)

REPOSITORY STAMP

NOTE: THE PLATTED 35' BUILDING SETBACK LINES FOR PANHANDLE COOPERATIVE SUBDIVISION BLOCK 1 HAVE BEEN REMOVED WITH THIS PLAT

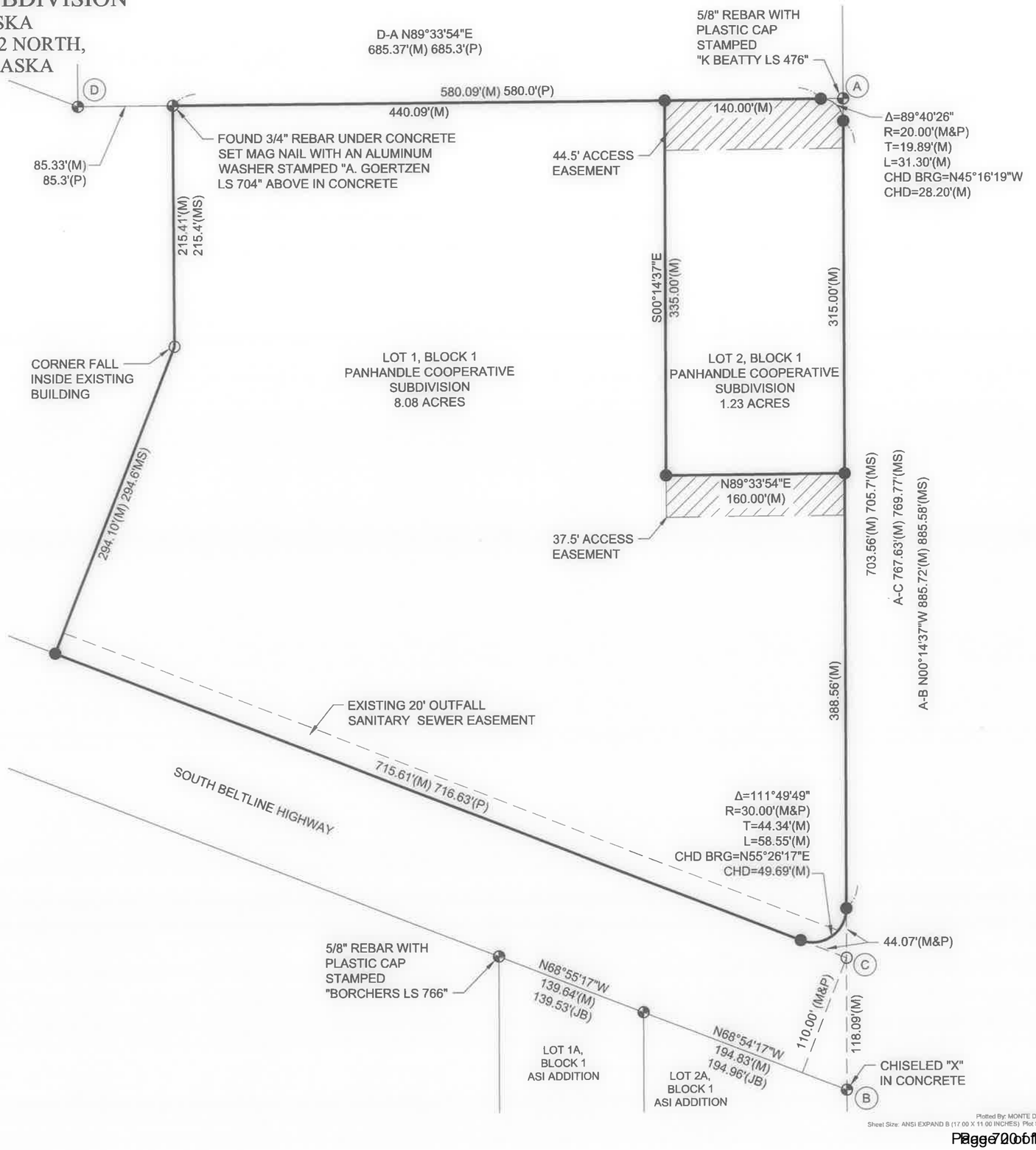
Drawing Name: 250973.dwg
File Path: J:\Projects\250973.00-Panhandle Cooperative Sub Replate\6 Survey\Drawings

Plotted By: MONTE DOCEKAL
Sheet Size: ANSI EXPAND B (17.00 X 11.00 INCHES) Plot Scale: 1:1

LOTS 1 AND 2, BLOCK 1, PANHANDLE COOPERATIVE SUBDIVISION

A SUBDIVISION OF BLOCK 1, PANHANDLE COOPERATIVE SUBDIVISION

TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA
SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 22 NORTH,
RANGE 55 WEST OF THE SIXTH P.M., SCOTTS BLUFF COUNTY, NEBRASKA



LEGEND

◓	MONUMENT FOUND
●	MONUMENT SET
○	CALCULATED POINT
G	GOVERNMENT DISTANCE
M	PLATTED DISTANCE
P	PLATTED DISTANCE
R	RECORD DISTANCE
MS	RECORDED DISTANCE (M.C. SCHAFF 4/18/1974)
CG	RECORDED DISTANCE (CARL GILBERT 8/15/2015)
DB	RECORDED DISTANCE (DUSTIN BEAUDETTE 4/8/2020)
JB	RECORDED DISTANCE (JOSHUA BORCHERS 8/19/2022)

Project No.:	250973
Date:	6/23/2025
QAQC	AG
Scale:	1" = ?'
Field Book:	SCOTTS BLUFF COUNTY #2
Field Crew:	AM
Drawn By:	MLD

US SURVEY FEET (sFT)

Sheet 2 of 3

Survey File No.:

2025-065

JEO CONSULTING GROUP
120 East 16th Street
Scottsbluff, NE 69361
308.632.3123

JEO Consulting, Inc.
1937 N Chestnut St
Wahoo, NE 68066
800.723.8567 | jeo.com
Organization Certificate of
Authorization Number: CA-0069

N

0 50' 100'
SCALE: 1" = 100'

NOTE: THE PLATTED 35' BUILDING SETBACK LINES FOR BLOCK 1, PANHANDLE COOPERATIVE SUBDIVISION, HAVE BEEN REMOVED WITH THIS PLAT

Drawing Name: 250973.dwg
File Path: J:\Projects\250973.00-Panhandle Cooperative Sub Replate\6 Survey\Drawings

Plotted By: MONTE DOCEKAL
Sheet Size: ANSI EXPAND B (17.00 X 11.00 INCHES) Plot Scale: 1:1

LOTS 1 AND 2, BLOCK 1, PANHANDLE COOPERATIVE SUBDIVISION
A SUBDIVISION OF BLOCK 1, PANHANDLE COOPERATIVE SUBDIVISION
TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA
SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE SIXTH P.M., SCOTTS BLUFF COUNTY, NEBRASKA

OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED, BEING THE OWNERS OF BLOCK 1, PANHANDLE COOPERATIVE SUBDIVISION, AN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTSBLUFF COUNTY, NEBRASKA, AS DESCRIBED IN FOREGOING "SURVEYORS REPORT" AND SHOWN ON THE ACCOMPANYING PLAT HAVE CAUSED SUCH REAL ESTATE TO BE PLATTED AS LOT 1 AND LOT 2, BLOCK 1, PANHANDLE COOPERATIVE SUBDIVISION, A SUBDIVISION OF BLOCK 1, PANHANDLE COOPERATIVE SUBDIVISION, TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE SIXTH P.M., SCOTTS BLUFF COUNTY, NEBRASKA.

THAT THE FORGOING PLAT AND PLANS ARE MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS.

SIGNED THIS 30th DAY OF June, 2025.

CHARLIE WRIGHT
PRESIDENT /CEO
PANHANDLE COOPERATIVE ASSOCIATION

ACKNOWLEDGEMENT:

STATE OF NEBRASKA)
) SS
COUNTY OF SCOTTS BLUFF)

BEFORE ME, A NOTARY PUBLIC, QUALIFIED AND ACTING IN SAID COUNTY, PERSONALLY CAME CHARLIE WRIGHT, PRESIDENT/CEO, PANHANDLE COOPERATIVE ASSOCIATION, TO ME KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED TO THE FORGOING "OWNER'S CERTIFICATE AND ACKNOWLEDGED THE EXECUTION THEREFORE TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 30th DAY OF June, 2025.

(SEAL)

NOTARY PUBLIC

GENERAL NOTARY - State of Nebraska
DENISE J. BARKER
My Comm. Exp. April 17, 2028

Project No.:	250973
Date:	6/23/2025
QAQC	AG
Scale:	
Field Book:	SCOTTS BLUFF COUNTY #2
Field Crew:	AM
Drawn By:	MLD

US SURVEY FEET (sFT)

Sheet 3 of 3

Survey File No.:
2025-065

JEO CONSULTING GROUP
120 East 16th Street
Scottsbluff, NE 69361
308.632.3123

JEO Consulting, Inc.
1937 N Chestnut St
Wahoo, NE 68066
800.723.8567 | jeo.com
Organization Certificate of Authorization Number: CA-0069

SURVEYOR'S REPORT:

THIS SURVEY WAS PERFORMED AT THE REQUEST OF THE PANHANDLE COOP ASSOCIATION. THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE PERIMETER AND CREATE A METES AND BOUNDS DESCRIPTION OF PARCELS OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE SIXTH P.M., SCOTTS BLUFF COUNTY, NEBRASKA.

EXISTING MONUMENTS OF RECORD WERE FOUND AT LOCATIONS SHOWN ON THIS PLAT. ALL FOUND MONUMENTS ARE A 5/8" REBAR OR AS NOTED ON PLAT. ALL MONUMENTS SET ARE A 5/8" BY 24" REBAR WITH A PLASTIC CAP STAMPED "GOERTZEN L.S. 704".

ALL LINES WERE PRODUCED AND ANGLES AND DISTANCES MEASURED WITH A TRIMBLE R12i GNSS ROVER RECEIVER UTILIZING THE SEILER INSTRUMENTS REAL TIME NETWORK OR A R10 GNSS BASE RECEIVER.

LEGAL DESCRIPTION:

LOT 1 AND LOT 2, BLOCK 1, PANHANDLE COOPERATIVE SUBDIVISION, A SUBDIVISION OF BLOCK 1, PANHANDLE COOPERATIVE SUBDIVISION, TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE SIXTH P.M., SCOTTS BLUFF COUNTY, NEBRASKA.

APPROVAL AND ACCEPTANCE:

LOT 1 AND LOT 2, BLOCK 1, PANHANDLE COOPERATIVE SUBDIVISION, A SUBDIVISION OF BLOCK 1, PANHANDLE COOPERATIVE SUBDIVISION, TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE SIXTH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, WAS APPROVED BY THE SCOTTSBLUFF MAYOR AND CITY COUNCIL.

DATED THIS _____ DAY OF _____, 2025.

KIMBERLEY WRIGHT
CITY CLERK, CITY OF SCOTTSBLUFF, NEBRASKA

BESTY VIDLAK
MAYOR
CITY OF SCOTTSBLUFF, NEBRASKA

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA; THAT THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY; THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

6/23/2025

ADAM J. GOERTZEN, PLS 704

NEBRASKA PROFESSIONAL PLS-704 LAND SURVEYOR ADAM J. GOERTZEN

Drawing Name: 250973.dwg
File Path: J:\Projects\250973.00-Panhandle Cooperative Sub Replat\6 Survey\Drawings

Plotted By: MONTE DOCEKAL
Sheet Size: ANSI EXPAND B (17.00 X 11.00 INCHES) Plot Scale: 1:1

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: July 8, 2025 **For Hearing of:** July 14, 2025

I. GENERAL INFORMATION

A. Applicant: Panhandle Coop Association
PO Box 2188
Scottsbluff, NE 69361

B. Property Owners: Same as above

C. Proposal: Amended Plat, Lots 1 and 2, Block 1, Panhandle Cooperative Subdivision

D. Legal Description: Lots 1 and 2, Block 1, Panhandle Cooperative Subdivision

E. Location: 401 S. Beltline Highway West & 710 Avenue B

F. Existing Zoning & Land Use: PBC Planned Business Center | Supermarket, Bank, and Gas Station

G. Size of Site: Approximately 9.31 Acres

II. BACKGROUND INFORMATION

A. General Neighborhood/Area Land Uses and Zoning:

Direction From Subject Site	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	South Broadway	M-1 Light Manufacturing and Industrial	Bumper to Bumper Body and Paint
East	South Broadway	M-1 Light Manufacturing and Industrial and C-3 Heavy Commercial	Northwest Pipe Fittings and other commercial buildings
South	South Broadway	C-3 Heavy Commercial	Commercial buildings
West	South Broadway	PBC Planned Business Center	Shopping center attached to Main Street Market

III. ANALYSIS

A. Comprehensive Plan: The Future Land Use Map of the Comprehensive Plan currently shows the site as South Broadway. No rezones will occur with this final plat.

B. Traffic & Access:

1. Access to Lot 1 is via South Beltline Highway West and Avenue B
2. Access to Lot 2 is via Avenue B.
3. Two new access easements are dedicated with this plat
    i. 44.5' wide easement on Lot 2
    ii. 37.5' wide easement on Lot 1

C. Utilities:

1. Both lots have access to water and sewer via mains in Avenue B right-of-way.
2. Lot 1 has access to water and sewer via mains in South Beltline Highway West
3. There is an existing sewer easement on Lot 1.
4. Stormwater mains are located in both Avenue B and South Beltline Highway West rights-of-way.

IV. STAFF COMMENTS

A. The purpose of the subdivision is to split the Platte Valley Bank branch off from the Coop property.

B. PBC has a minimum district size of 9 acres. The size of the PBC district does not change with this amended plat.

C. Due to the relocation of the utility easement, §21-1-42 requires the plat to be reviewed and approved by Planning Commission and City Council. Otherwise, this plat would have been approved administratively by staff.

D. The future land use map identifies the area as South Broadway. PBC is considered an appropriate zone in this future land use designation.

E. The proposed access easements are located where existing driveways are.

V. FINDINGS OF FACT

A. Findings of Fact to Recommend Its Approval May Include:

1. The PBC district size does not change with the amended plat.
2. The lots have the minimum 20' of public road frontage.
3. There is no associated rezone and the current zoning district aligns with the Comprehensive Plan.

B. Findings of Fact to Not Recommend Approval May Include:

1. None

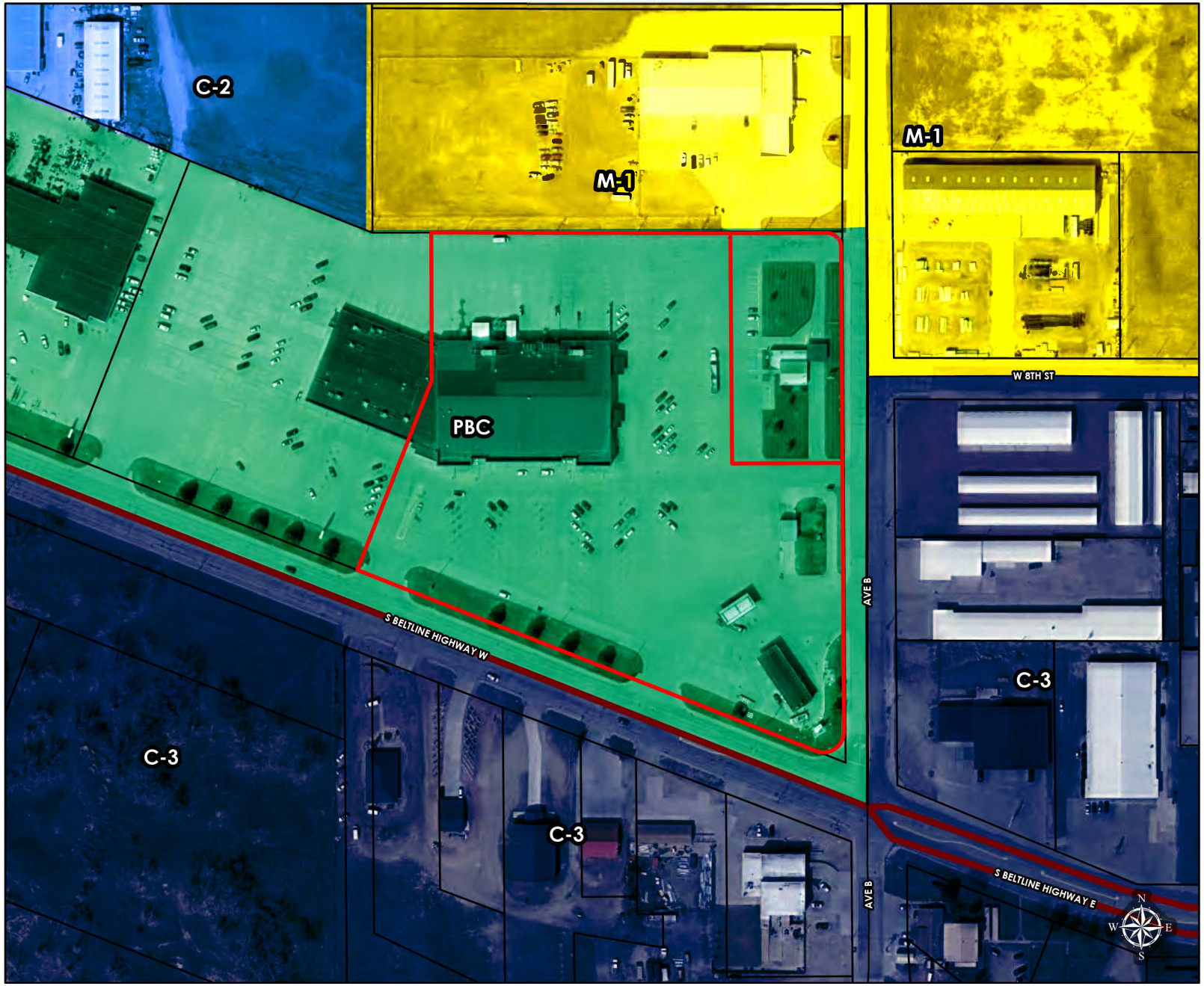
VI. STAFF RECCOMENDATION

A. Staff recommends Planning Commission make a positive recommendation to City Council to approve of the amended plat of Lots 1 and 2, Block 1, Panhandle Cooperative Subdivision

City of SCOTTSBLUFF

Legacy Coop / PVB Replat

Zoning Overview



- 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

Corporate and ETJ Boundaries
- Scottsbluff Corporate Limits
- Scottsbluff ETJ

Taylor Stephens
City of Scottsbluff GIS

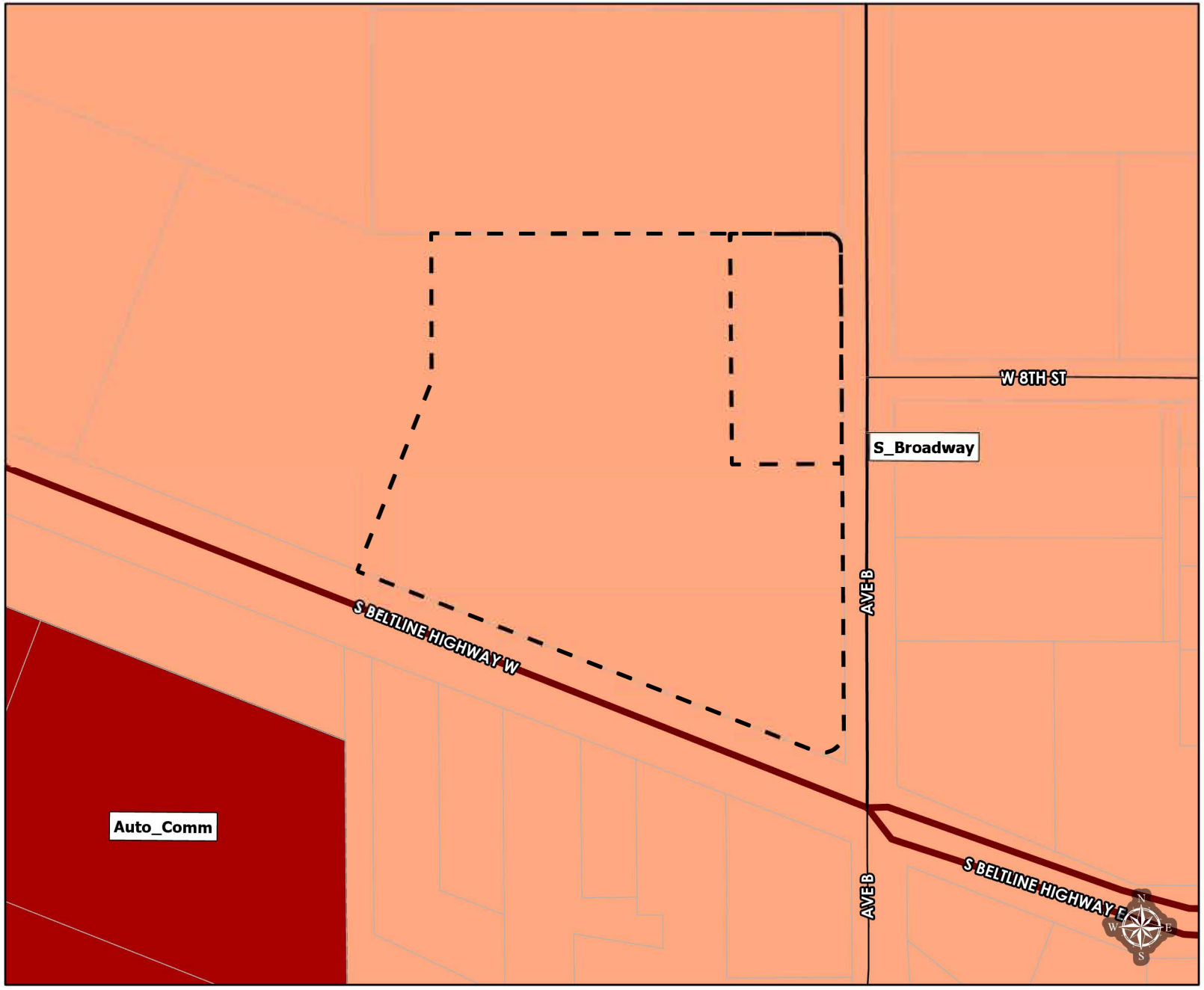
Created on 7/8/2025
Coordinate System: NAD 1983 (2011)
StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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.

City of SCOTTSBLUFF

Legacy Coop / PVB Replat

2016 Comp. Plan Future Land Use Overview



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 Surrouding 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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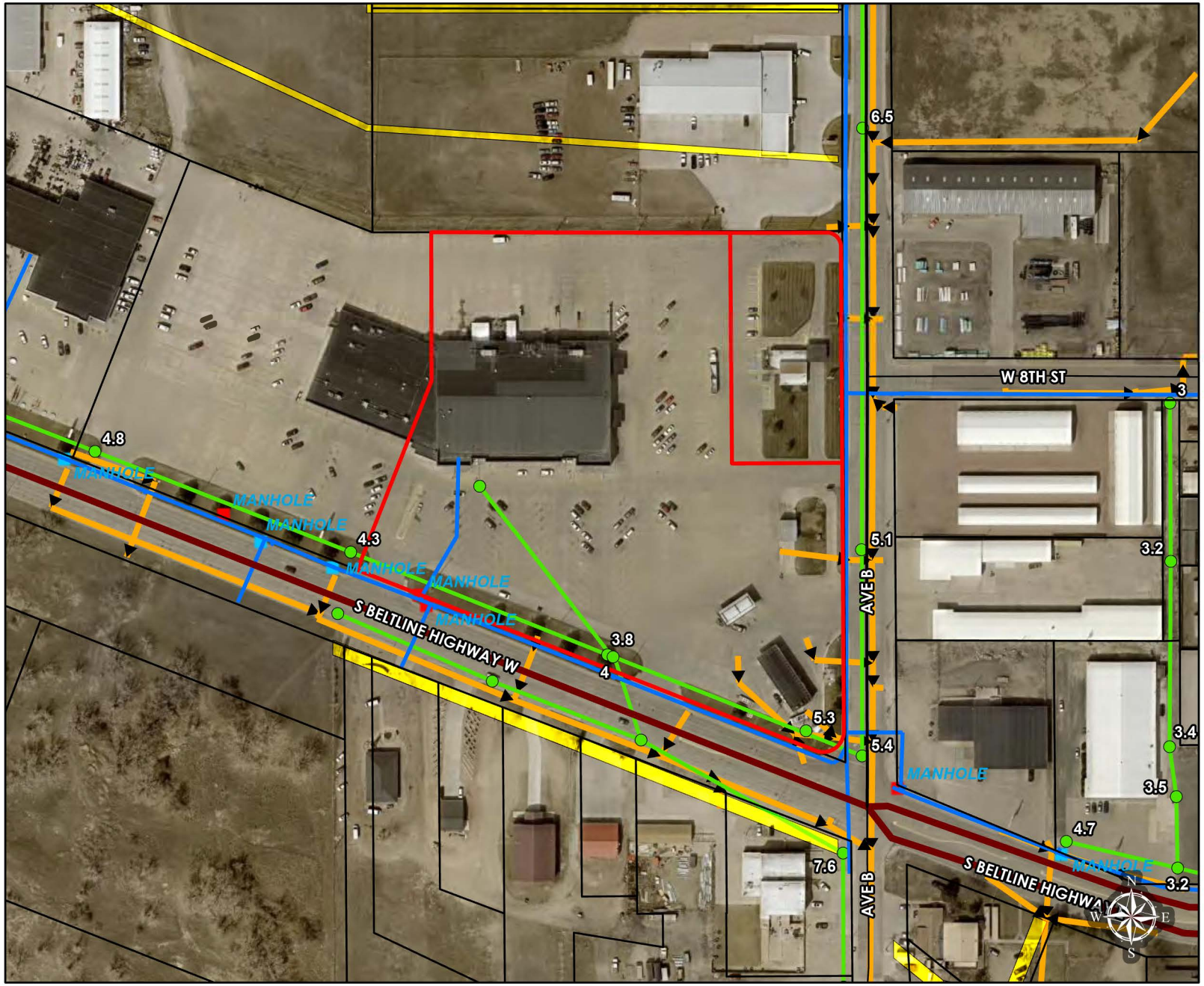
City of SCOTTSBLUFF

Legacy Coop / PVB Replat

Utilities Overview



- Highway
- Main Road
- Residential/Rural
- Wastewater MH
- Wastewater Lines
- Outfall
- Stormwater Inlet
- Stormwater Manhole
- Stormwater Arc
- Concerning Parcel(s)
- Water_Lines
- Easements
- Parcels

Taylor Stephens
City of Scottsbluff GIS
Created on 7/8/2025
Coordinate System: NAD 1983 (2011)
StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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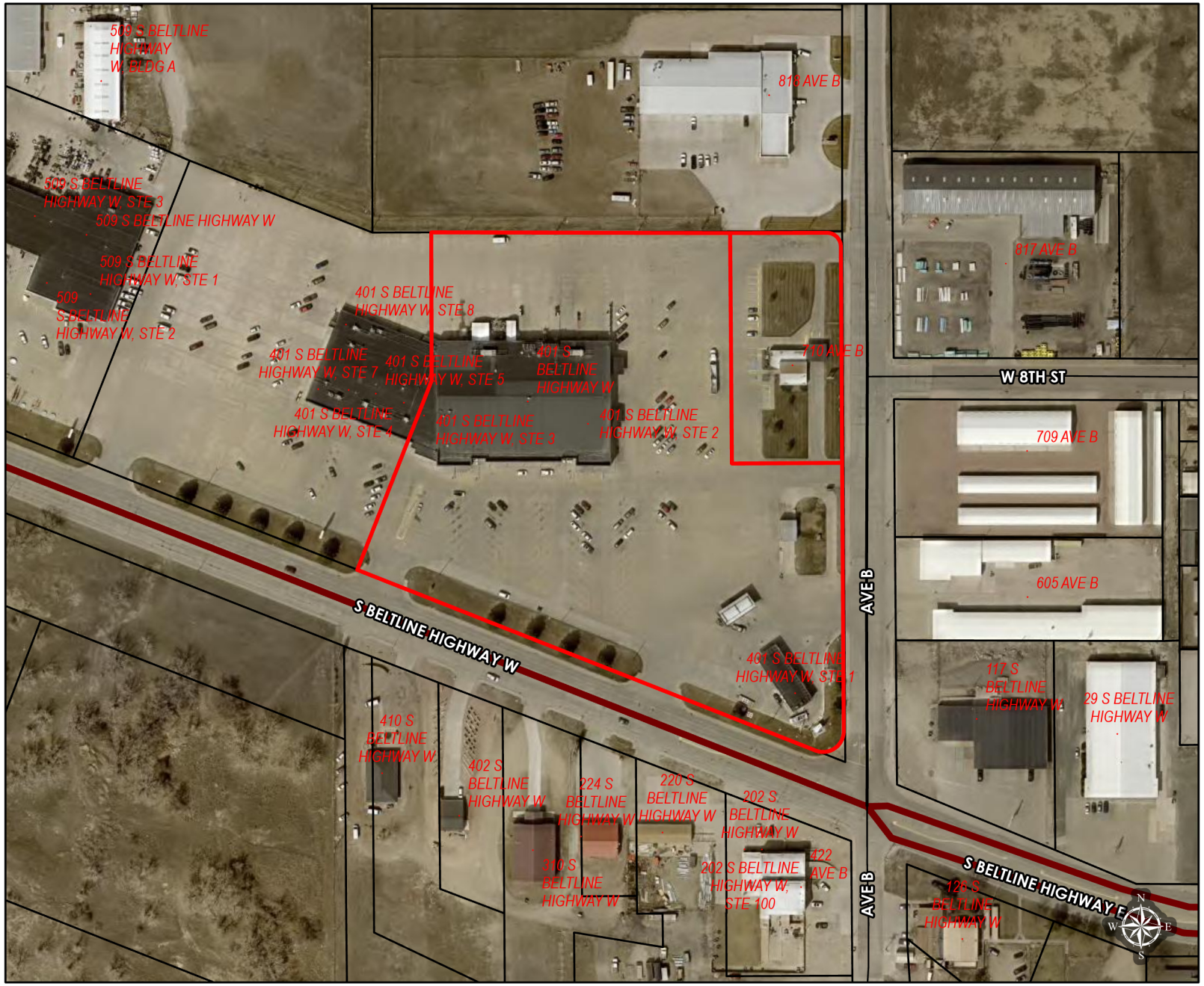
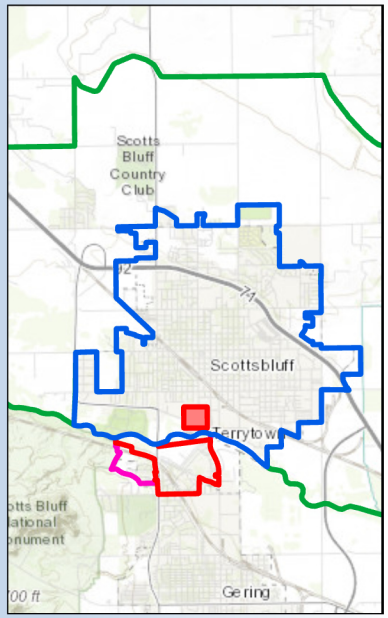
City of SCOTTSBLUFF

Legacy Coop / PVB Replat

Aerial Overview





Proposed Changes

Street Centerlines

CLASS

- Highway
- Main Road
- Residential/Rural

Parcels

Address

Taylor Stephens
City of Scottsbluff GIS

Created on 7/8/2025
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.

RESOLUTION NO. 25-___

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

WHEREAS, BE IT RESOLVED, the Final Plat of Lots 1 and 2, Block 1, Panhandle Cooperative Subdivision, a subdivision of Block 1, Panhandle Cooperative Subdivision to the City of Scottsbluff, Nebraska, situated in the Northwest Quarter of Section 26, 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 July 11, 2025, 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 August, 2025.

_____
Betsy Vidlak, Mayor

ATTEST:

_____
Kimberley Wright, City Clerk

City of Scottsbluff, Nebraska
Monday, August 4, 2025
Regular Meeting

Item 9.c

Council to discuss and consider action on the amended Final Plat of Lot 3A and 4A, Block 7, Hilltop Estates Subdivision, and authorize the Mayor to sign the Resolution.

Staff Contact: Zachary Glaubius

Agenda Statement

Item No. DS8-01

For Meeting of: August 4, 2025

AGENDA TITLE: Council to consider action on the amended Final Plat of Lot 3A and 4A, Block 7, Hilltop Estates Subdivision, and authorize the Mayor to Sign the Resolution.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Development Services

PRESENTATION BY: Zachary Glaubius, Development Services Director

SUMMARY EXPLANATION: At the July 14, 2025 Planning Commission meeting, the amended final plat for Lots 3A and 4A, Block 7, Hilltop Estates received a positive recommendation for approval (5 yeas-0 nays).

The amended final plat consists of adjusting the property lines between Lots 3 and 4, Block 7, Hilltop Estates Subdivision and the relocation of the utility easement to the new property line. Per 21-1-42, the amended plat is required to follow the standard Planning Commission-City Council approval process due to the vacation and dedication of the utility easement.

BOARD/COMMISSION/STAFF RECOMMENDATION: Positive Recommendation on Approval by PC and Staff

Does this item require the expenditure of funds? **_____yes ___x__no**

Are funds budgeted? **_____yes ___x__no**

If no, comments: _____

Estimated Amount _____

Amount Budgeted _____

Department _____

Account Description _____

Approval of funds available _____

City Finance Director

EXHIBITS

Resolution✓ Ordinance ☐ Minutes☐ Plan/Map ✓

Other (specify)

Exhibit 1: Planning Commission Agenda Packet Section
- Plat Applications
- Preliminary and Final Plats
- Staff Report by Development Services Director

Exhibit 2: Final Plat Resolution

NOTIFICATION LIST: Yes ☐ No ✓ Further Instructions ☐

Please list names and addresses required for notification.

Rev: 12/14/ City Clerk

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 12/14/ City Clerk

City of Scottsbluff
Subdivision Application

Permit Identifier 2025-58SD

Type: Amended Plat (Standard Process)

Applicant Name	Donald Brush	Applicant Address	870 S-B Road Morrill, Nebraska
Applicant Email	pls@wyobraskasurveyor.com	Applicant Phone	308-247-2602
Contact Name	Terry Fund & John Blomstedt	Contact Address	3918 Hilltop Estate Place | 908 E. 42nd Street
Conact Email	tlfundsr@hotmail.com	Contact Phone	801-815-5439

Subdivision Information

Proposed Name of Subdivision	Lots 3A & 4A, Block 7, Hilltop Estates Subdivision
General Location/Address	3918 HILLTOP ESTATE PL
Legal Description	Lots 3A & 4A, Block 7, Hilltop Estates Subdivision
Current Zoning District(s)	
Total Area (square feet or acre)	67,478
Number of Past Replat/Plat Amendments	0

Describe the reason for the subdivision

Adjust property line for accessory building access and relocate associated easement

City of Scottsbluff, Nebraska
Application for an Amended Plat

Date:			**DO NOT WRITE IN THIS BLOCK**
Address (Location): 3918 Hilltop Estate Place, Scottsbluff, NE 69361			**Permit Number:**
Applicant's Name: Terry Fund & John Blomstedt			**Plat** Approved Denied
Applicant's Address: 3918 Hilltop Estate Place & 908 E 42nd St.			**Date Issued:**
City: Scottsbluff	State: NE	Zip: 69361	Comp. Plan Land Use: / Zone:
Telephone:	Mobile: Terry: 801-815-5439	Email: tlfundsr@hotmail.com	**Attached:** Copy of Amended Plat; Legal Description (in Word); $ 50.00 filing fee; Letter of transmittal; Receipt # _____
Property Owner: Fund Revocable Trust & John E. Blomstedt III and Jessica Blomstedt			
Property Owner's Address: 3918 Hilltop Estate Place & 908 E 42nd St.			
City: Scottsbluff	State: NE	Zip: 69361	
Telephone:	Mobile: 801-815-5439	Email: tlfundsr@hotmail.com	
Engineer or Surveyor: Donald Brush dba Panhandle Land Surveying			Total Acreage:
Engineer or Surveyor Address: 870 SB Road			Proposed number of lots: Two
City: Morrill	State: NE	Zip: 69358	Present Use of Property: Residential
Telephone: 308-247-2602	Mobile: 308-631-9177	Email: pls@wyobraskasurveyor.com	Proposed Use of Property: Residential
Location of property: 3918 & 3928 Hilltop Estates Pl., Scottsbluff, NE(Lots 3&4, Blk 7, Hilltop Estates SUB)			Present Zoning: R-1A

Please provide the following:

Copy of Amended Plat (3.5" diskette or CD-ROM in AutoCAD format)

Copy of Preliminary Plat (showing future & current property lines, fence lines, irrigation canals, future street widths, dimensions, existing structures, proposed structures, easements, etc..)

Legal Description on a CD/Disk (in Word)

Now $200.00 ~~$ 50.00~~ filing fee (if not submitted with approval of Preliminary Plat)

Letter of transmittal

The undersigned, hereby certify that he/she is familiar with all the requirements of Ordinance No. 3410 and amendments thereto, establishing minimum subdivision design standards to be installed by the subdivision and that he/she has caused said preliminary plat and plan to be prepared. He/she certifies that all requirements of Ordinance No. 3410 and amendments there to have been met and submits this application for approval subject to the requirements of said ordinance. I have also read and am familiar with the City Ordinances and will comply with these requirements; and that the statements herein contained are true and correct to the best of my knowledge and belief.

Applicant's Signature: Terry L Fund / John E Blomstedt III Date: 17 JUNE 2025

Remarks: (Insert here any information not covered above)

Plat of

Lots 3A and 4A, Block 7, Hilltop Estates Subdivision,

Re-plat of Lots 3 and 4, Block 7, Hilltop Estates Subdivision, City of Scottsbluff, Scotts Bluff County, Nebraska.

NOTE: The original 10' Utility Easement, lying 5' on either side of the line common to original Lots 3 & 4, is vacated and relocated to lay 5' on either side of the new line common to Lots 3A & 4A.

SCALE: 1" = 50'

0' 25' 50' 100'

LEGEND:

- ◉ Set 5/8" x 30" Rebar with PVC Cap
- ◎ Found Monument as Indicated
- (G) Distance by Carl J. Gilbert, PLS 731

DATUM CONVERSIONS:
Nebraska State Plane NAD 83(2018)
Combined Scale factor: 0.999495782025
At
N: 763283.80
E: 648649.74
Mean Convergence: -2°25'08"

The distances shown on this drawing are earth-surface distances given in feet and decimals of a foot, and the bearings are Nebraska State Plane Grid bearings based on GPS RTK measurements.

SURVEYOR'S CERTIFICATE:

I, Donald A. Brush, Nebraska Professional Land Surveyor Number 511, duly-registered under the Land Surveyor's Regulation Act, do hereby certify that, between May 21, 2025, and May 30, 2025, I have performed a survey of the land depicted on the accompanying drawing; that said drawing is a correct delineation of said survey performed by me or under my direct supervision; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct and in accordance with the Minimum Standards for Surveys in Nebraska in effect at the time of this survey.

WITNESS MY HAND AND SEAL this 13th day of June, 2025.
Donald A. Brush
Nebraska Professional Land Surveyor Number 511

NEBRASKA PROFESSIONAL PLS-511 6/13/2025 LAND SURVEYOR DONALD A. BRUSH

See Sheet 2 of 2 for Legal Description, Owners Statement, and Approvals.

Sheet No.: 1 of 2

Date: MAY 2025

Job No.: 2025-33 Drawn by: CEB / Checked by: DAB Client Name: Terry Fund

Panhandle Land Surveying
Donald A. Brush, Professional Land Surveyor
870 SB Road, Morrill, Nebraska, 69358
Phone: (308) 247-2602

Copyright 2025

Plat of
Lots 3A and 4A, Block 7, Hilltop Estates Subdivision,
Re-plat of Lots 3 and 4, Block 7, Hilltop Estates Subdivision,
City of Scottsbluff, Scotts Bluff County, Nebraska.

Legal Description:

Lots 3A and 4A, Block 7, Hilltop Estates Subdivision, City of Scottsbluff, Scotts Bluff County, Nebraska, more particularly described as follows;

Beginning at the southwest corner of Lot 1, of said Block 7, said point being the POINT OF BEGINNING of this description; thence on the south line of said Lot 1 S87°36'01"E (basis of bearing) a distance of 114.99 feet to the northwest corner of Lot 2 of said Block 7; thence on the west line of said Lot 2 S2°16'52"W a distance of 114.08 feet to the southwest corner of said Lot 2; thence on the south line of said Lot 2 S87°44'16"E a distance of 187.38 feet to the southeast corner of said Lot 2, said point being on the westerly Right-of-Way (ROW) line of Hilltop Drive; thence on said ROW line S47°07'58"W a distance 152.54 feet; thence continuing on said ROW line a distance of 97.13 feet on a tangent curve to the left, said curve having a radius of 125.999 feet, an included angle of 44°10'08" and a long chord bearing of S25°03'54"W for a distance of 94.74 feet; thence continuing on said ROW line, tangent to foresaid curve, S2°58'50"W a distance of 79.99 feet to the northeast corner of Lot 5, of said Block 7; thence on the north line of said Lot 5 N87°58'56"W a distance of 157.08 feet to a point on the east line of Fairview Cemetery; thence on said east line N2°16'32"E a distance of 390.46 feet, to the point of beginning of this description, containing 1.55 acres, more or less.

OWNER'S STATEMENT:

The undersigned, being the owners of the tract of land described in the foregoing "Legal Description" and shown on the accompanying plat have caused such real estate to be platted as:
"LOTS 3A AND 4A, BLOCK 7, HILLTOP ESTATES SUBDIVISION; REPLAT OF LOTS 3 AND 4, BLOCK 7, HILLTOP ESTATES SUBDIVISION OF THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA".

The foregoing plat is made with our free consent and in accordance with the desires of the undersigned owners.

Dated this 17 day of JUNE, 2025.

Owners Lot 3A:

John E. Blomstedt III, husband

Jessica L. Blomstedt, wife

Owners Lot 4A:
Fund Revocable Trust

Terry L. Fund, trustee

Gwendlyon S. Fund, trustee

Acknowledgement:

State of Nebraska)
County of Scotts Bluff)

Before me, a Notary Public, qualified and acting in said County, personally came John E. Blomstedt III and Jessica L. Blomstedt, husband and wife, known to me to be the identical persons who signed the foregoing "Owner's Statement" and acknowledge the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal this 17th day of June, 2025.

Notary Public

My commission Expires: Jan. 24, 2029

GENERAL NOTARY - State of Nebraska
KIMBERLEY E WRIGHT
My Comm. Exp. Jan 24, 2029

See Sheet 1 of 2 for layout and Surveyor's Certificate.

Acknowledgement:

State of Nebraska)
County of Scotts Bluff)

Before me, a Notary Public, qualified and acting in said County, personally came Terry L. Fund and Gwendlyon S. Fund, trustees of the Fund Revocable Trust, known to me to be the identical persons who signed the foregoing "Owner's Statement" and acknowledge the execution thereof to be their voluntary act and deed.

Witness my hand and Notarial Seal this 17th day of June, 2025.

Notary Public

My commission Expires: Jan. 24, 2029

GENERAL NOTARY - State of Nebraska
KIMBERLEY E WRIGHT
My Comm. Exp. Jan 24, 2029

PLANNING COMMISSION APPROVAL:

The foregoing plat of
"LOTS 3A AND 4A, BLOCK 7, HILLTOP ESTATES SUBDIVISION; REPLAT OF LOTS 3 AND 4, BLOCK 7, HILLTOP ESTATES SUBDIVISION OF THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA", was approved by the Planning Commission of the City of Scottsbluff, Nebraska, on this _____day of_____2025.

Chairman

APPROVAL AND ACCEPTANCE:

The foregoing plat of
"LOTS 3A AND 4A, BLOCK 7, HILLTOP ESTATES SUBDIVISION; REPLAT OF LOTS 3 AND 4, BLOCK 7, HILLTOP ESTATES SUBDIVISION OF THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA"; was approved by the Mayor and City Council of the City of Scottsbluff, Nebraska, by Resolution duly passed this _____day of_____2025.

Betsy Vidlak, Mayor

Attest: City Clerk

Sheet No.: 2 of 2

Date: MAY 2025

Plat of
Lots 3A and 4A, Block 7, Hilltop Estates Subdivision,
Re-plat of Lots 3 and 4, Block 7, Hilltop Estates Subdivision,
of the City of Scottsbluff, Scotts Bluff County, Nebraska.

Job No.: 2025-33 Drawn by: CEB / Checked by: DAB Client Name: Terry Fund

Panhandle Land Surveying
Donald A. Brush, Registered Land Surveyor
870 SB Road, Morrill, Nebraska, 69358
Phone: (308) 247-2602

Copyright 2025

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: July 8, 2025 **For Hearing of:** July 14, 2025

I. GENERAL INFORMATION

A. Applicant: Terry Fund
3918 Hilltop Estate Place
Scottsbluff, NE 69361

B. Property Owners: Fund Revocable Trust
Same as above

John Blomstedt III & Jessica Blomstedt
908 E 42nd Street
Scottsbluff, NE 69361

C. Proposal: Amended Plat, Lots 3A and 4A, Block 7, Hilltop Estates Subdivision

D. Legal Description: Lots 3A and 4A, Block 17, Hilltop Estates Subdivision

E. Location: 3918 and 3928 Hilltop Estate Place

F. Existing Zoning & Land Use: R-1A Single-Family Residential | Detached Single-Family Dwelling with Detached Accessory Building & Detached Accessory Building

G. Size of Site: Approximately 67,479 sq ft

II. BACKGROUND INFORMATION

A. General Neighborhood/Area Land Uses and Zoning:

Direction From Subject Site	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Rural Residential	R-1A Single-Family Residential	Detached Single-Family Dwelling
East	Rural Residential	R-1A Single-Family Residential	Vacant Lots
South	Rural Residential	R-1A Single-Family Residential	Detached Single-Family Dwelling
West	Residential	R-1A Single-Family Residential	Fairview Cemetery

III. ANALYSIS

A. Comprehensive Plan: The Future Land Use Map of the Comprehensive Plan currently shows the site as Rural Residential. No rezones will occur with this final plat.

B. Traffic & Access:

1. Access is via Hilltop Estate Place

C. Utilities:

1. Both lots have access to water and sewer via mains in Hilltop Estate Place right-of-way.

2. The existing utility easement between the proposed Lots 3A and 4A will be vacated.

3. A new utility easement will be dedicated along the new shared property line.

4. A stormwater main is near Lot 4A. Otherwise stormwater drains into a retention pond to the south of the two lots.

IV. STAFF COMMENTS

A. The property owners are proposing to shift the shared property farther north to ensure ample ingress/egress for the detached accessory building on Lot 3A.

B. Due to the relocation of the utility easement, §21-1-42 requires the plat to be reviewed and approved by Planning Commission and City Council. Otherwise, this plat would have been approved administratively by staff.

C. The future land use map identifies the area as Rural Residential. The lots are nearly an acre in size, however the future land use map needs to be updated based on the built nature of the entire Hilltop Estates Subdivision.

V. FINDINGS OF FACT

A. Findings of Fact to Recommend Its Approval May Include:

1. The proposed lots exceed the minimum lot size.

2. The lots have the minimum 20’ of public road frontage.

3. The future land use map is not applicable to this amended plat.

B. Findings of Fact to Not Recommend Approval May Include:

1. None

VI. STAFF RECCOMENDATION

A. Staff recommends Planning Commission make a positive recommendation to City Council to approve of the amended plat of Lots 3A and 4A, Block 7, Hilltop Estates Subdivision.

Hilltop B7 3A and 4A Replat

Zoning Overview

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

Corporate and ETJ Boundaries
- Scottsbluff Corporate Limits
- Scottsbluff ETJ

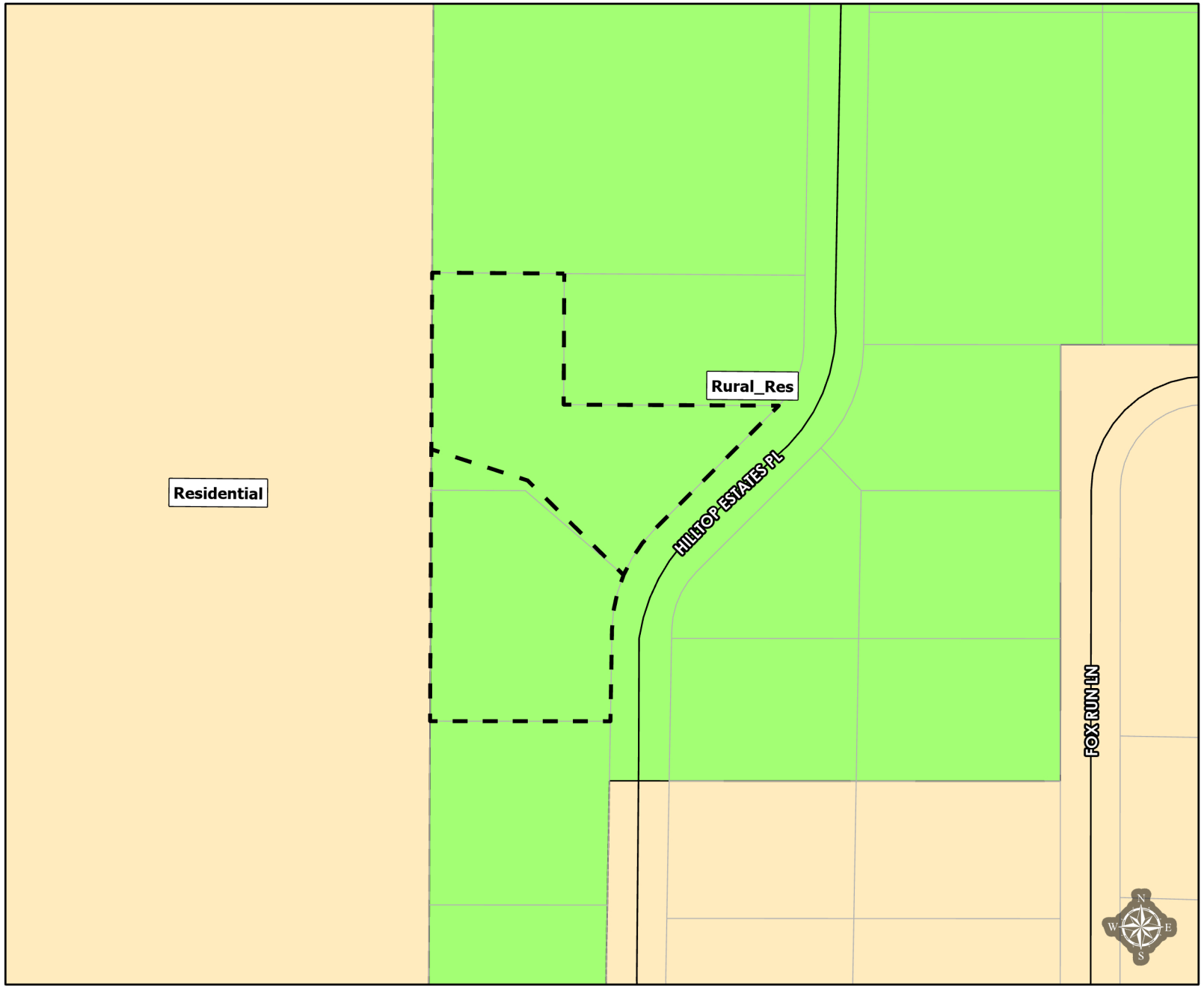
Taylor Stephens
City of Scottsbluff GIS

Created on 7/8/2025
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.

Hilltop B7 3A and 4A Replat

2016 Comp. Plan Future Land Use Overview



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 Surrouding 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)

Taylor Stephens
City of Scottsbluff GIS
Created on 7/8/2025
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StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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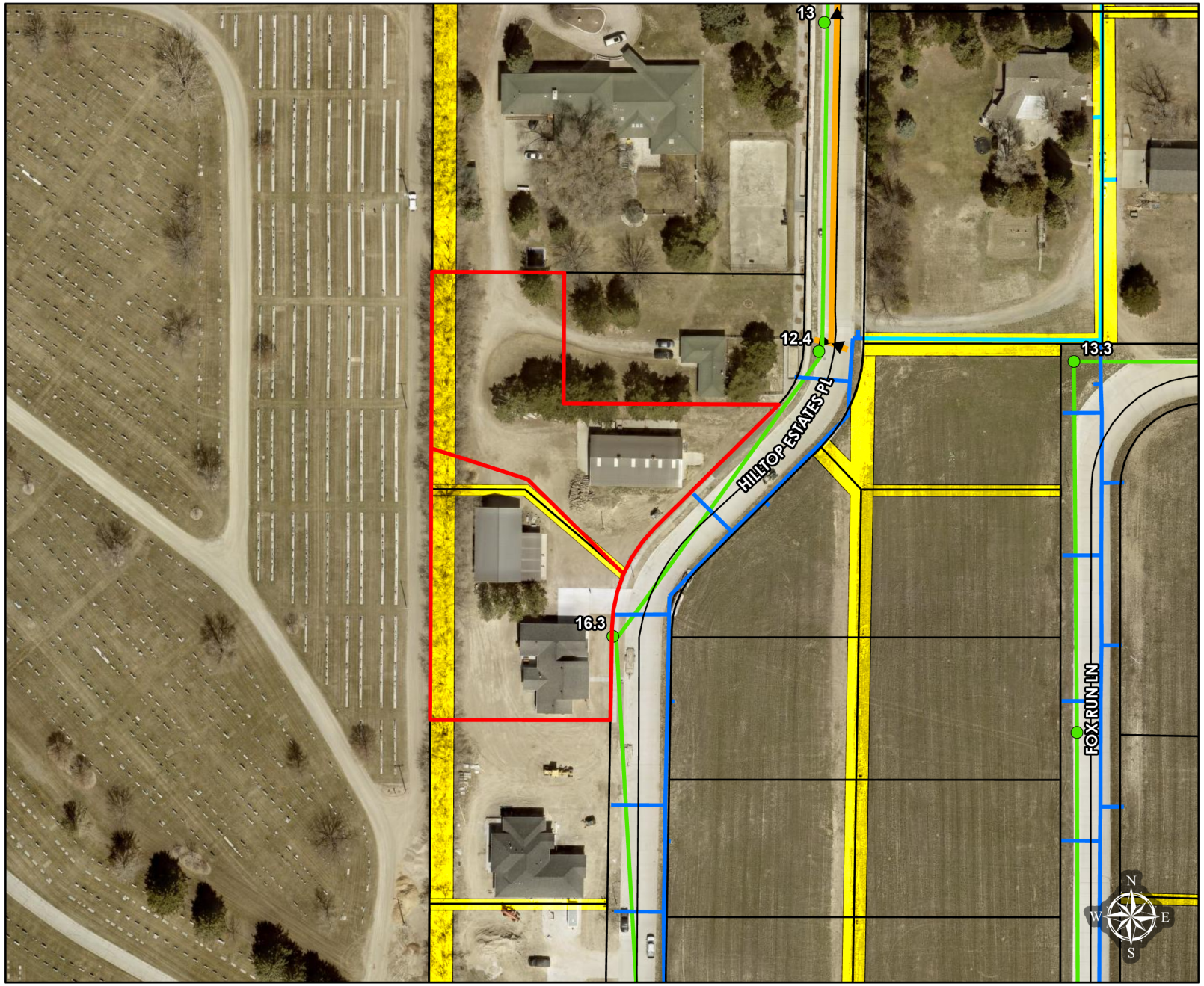
Hilltop B7 3A and 4A Replat

Utilities Overview



- Highway
- Main Road
- Residential/Rural
- Wastewater MH
- Wastewater Lines
- Outfall
- Stormwater Inlet
- Stormwater Manhole
- Stormwater Arc
- Concerning Parcel(s)
- Water_Lines
- Easements
- Parcels

Taylor Stephens
City of Scottsbluff GIS
Created on 7/8/2025
Coordinate System: NAD 1983 (2011)
StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

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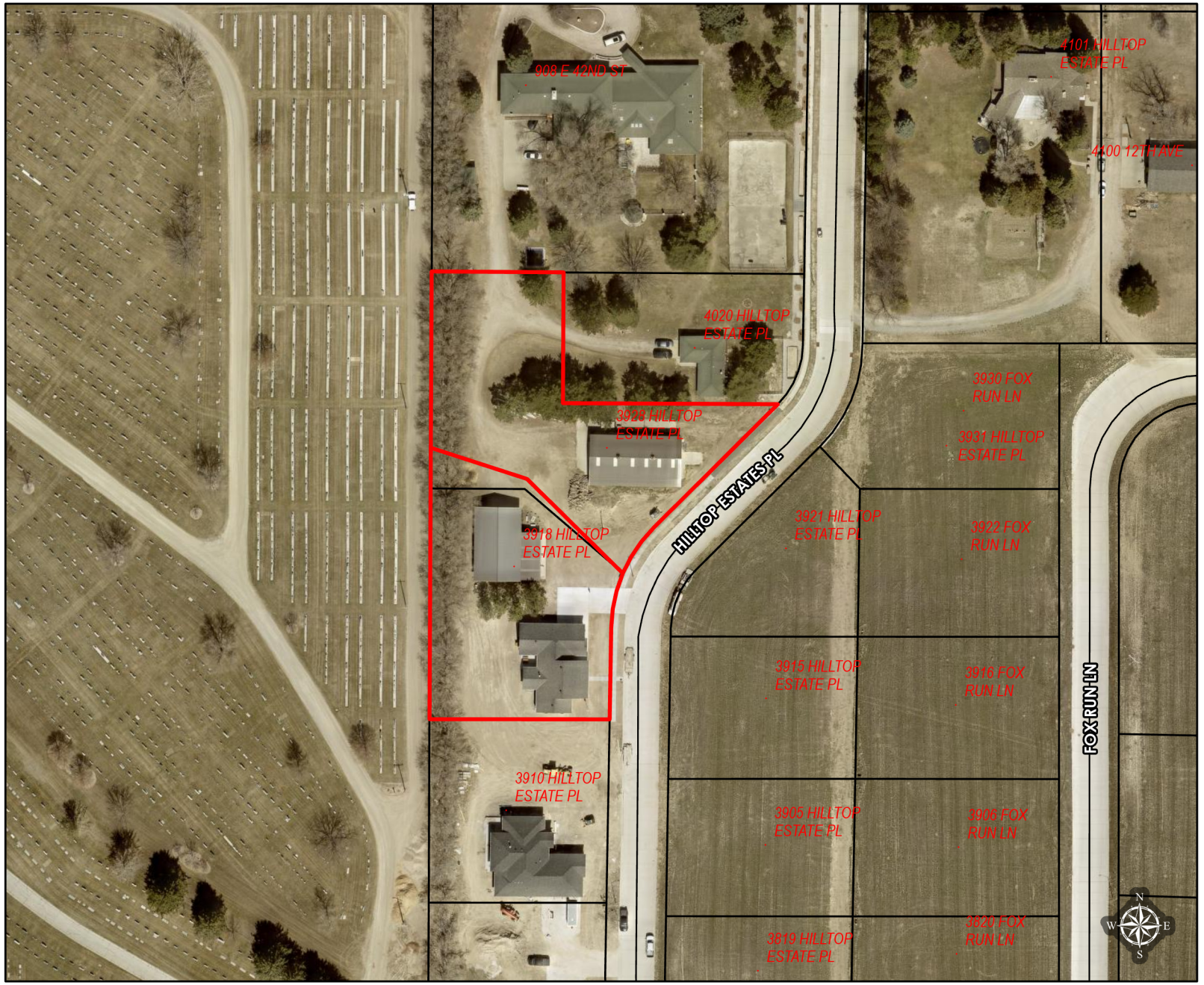
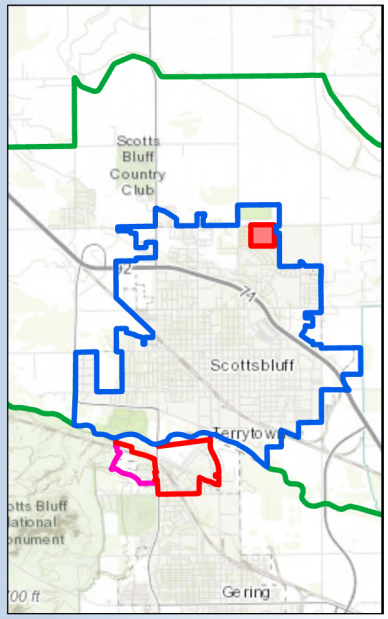
Hilltop B7 3A and 4A Replat

Aerial Overview





Proposed Changes

Street Centerlines

CLASS

- Highway
- Main Road
- Residential/Rural

Parcels

Address

Taylor Stephens
City of Scottsbluff GIS
Created on 7/8/2025
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.

RESOLUTION NO. 25-___

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

WHEREAS, BE IT RESOLVED, the Final Plat of Lots 3A and 4A, Block 7, Hilltop Estates Subdivision, a replat of Lots 3 and 4, Block 7, Hilltop Estates Subdivision, City of Scottsbluff, Scotts Bluff County, Nebraska, and more particularly described in the Final Plat signed on the date of June 17, 2025, 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 August, 2025.

_____
Betsy Vidlak, Mayor

ATTEST:

_____
Kimberley Wright, City Clerk

City of Scottsbluff, Nebraska

Monday, August 4, 2025
Regular Meeting

Item 9.d

Council to consider action on the first reading of the Ordinance updating utility user fees, including water, sewer fees, and solid waste collection.

Staff Contact: Lane Kizzire

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING AND CHANGING CHAPTER 6, ARTICLE 6, FOR SOLID WASTE COLLECTION FEES AT SECTIONS 6-6-23, 6-6-24, 6-6-27; AMENDING AND CHANGING SEWER USER FEES INCLUDING SURCHARGE FOR STORMWATER REGULATORY REQUIREMENTS AT SECTIONS 6-6-19; 6-6-20; AND 6-6-22, AMENDING AND CHANGING THE WATER SERVICE FEES AT SECTION 6-6-28 ALL IN CHAPTER 6 ARTICLE 6 OF THE MUNICIPAL CODE, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. Section 6-6-19 of the Scottsbluff Municipal Code is amended to provide as follows: **"6-6-19. MINIMUM CHARGE.**

Each user shall pay a monthly sewer service charge of $21.76. Each user shall pay an additional charge of $2.96 per each 1,000 gallons for all gallons of water consumed by the user during the applicable monthly billing period as determined in Chapter 18. Provided, however, wholesale users shall pay 92.5% of the charges provided in this paragraph.

The rates and fees provided for in this section shall be effective with respect to all connections, installations and billings after October 1, 2025."

Section 2. Section 6-6-20 of the Scottsbluff Municipal Code is amended to provide as follows:

"6-6-20. PRIVATE WATER SUPPLY.

With respect to users having a private water supply which is discharged into the City's sanitary sewer system, sewer service charges shall be calculated as follows:

(1) Commercial and industrial users shall meter their water supply at their expense and their sanitary sewer use charge shall be based on the quantity of water consumed on the premises from all sources.

(2) Single-family residential users within the city limits shall pay $33.29 per monthly period.

(3) Single-family residential users outside the city limits shall pay $55.74 per monthly period.

(4) Multi-family residential users shall pay $47.94 per dwelling unit per monthly period. The rates and fees provided for in this section shall be effective with respect to all connections, installations and billings after October 1, 2025."

Section 3. Section 6-6-22 of the Scottsbluff Municipal Code is amended to provide as follows:

"6-6-22. SURCHARGE.

(1) There will be a $2.75 per billing cycle surcharge fee to all residents of the city for stormwater regulatory requirements and the use, upkeep and maintenance of the city's stormwater collection system.

(2) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to $0.67 per pound for the first ten thousand (10,000) pounds of excess B.O.D. per billing cycle (or up to the limit of their contract with the City), and a surcharge of $1.25 for all additional excess B.O.D. per billing cycle. A contribution of more than twelve thousand (12,000) pounds of excess B.O.D. per billing cycle, in the absence of a contract, shall subject the user to the sanctions and penalties provided in this Chapter. Users with a contract who exceed the limits of their contract may also be subject to the sanctions and penalties provided in this Chapter.

(3) Users who contribute wastewater the strength of which is greater than normal domestic sewage shall, in addition to the basic sewer charge, pay a surcharge equal to $0.065 per pound of excess suspended solids per billing cycle.

(4) The expression "per billing cycle" as used in this section means the period for which the sewer service charge is payable.

(5) The rates and fees provided in this section shall be effective with respect to connections, installations and billings after October 1, 2025."

Section 4. Section 6-6-23 of the Scottsbluff Municipal Code is amended to provide as follows:

"6-6-23. RESIDENTIAL.

The minimum monthly charges for collection and disposal service to residential units for solid waste and the single stream recycling program all of which is contained in approved containers shall be as follows, effective for all billings made after October 1, 2025:

One-family unit (including mobile homes with an individual water or sewer connection).	$26.92
One-family two container unit (including mobile homes with an individual water or sewer connection).	$61.58

The minimum requirement for one-family two container units is twelve months from the date of request for two container service.

Multifamily structures (including mobile home parks with a single water or sewer connection)

Monthly Rate Per Unit	
2 to 4 units	$26.92
5 to 6 units	$24.90
7 to 10 units	$23.03
11 to 16 units	$21.31
17 to 39 units	$19.71

40 to 59 units	$18.23
60 to 79 units	$16.86
80 or more units	$15.13

Hotels, motels and rooming houses shall be considered as commercial establishments and shall pay charges based on the charges provided for institutional business, commercial and industrial establishments as provided in this Chapter. Mobile home parks with a single water or sewer connection will pay per lot. The charges for quantities or services which exceed those covered by the minimum charge shall be an amount equal to the reasonable cost of the service as determined by the City Manager or the designee of the City Manager.

The rates and fees provided in this section shall be effective with respect to usage for which billings are made after October 1, 2025."

Section 5. Section 6-6-24 of the Scottsbluff Municipal Code is amended to provide as follows:

"6-6-24. INSTITUTIONAL; BUSINESS; COMMERICAL INDUSTRIAL.

(a) The monthly charges for collection and disposal of solid waste of institutional, business, commercial and industrial establishments, and solid waste in required containers at construction sites, shall be based upon the number of approved containers collected per collection. Where an establishment has its own water or sewer connection, the fact that it shares a building with another establishment, or does not occupy the entire building, shall be of no significance. The charge per approved container per collection shall be as follows:

	Each time container minimum is emptied	**Monthly**
90 gallon	$ 13.93	$55.68
1.5 cubic yard	$ 18.57	$74.27
3.0 cubic yard	$ 35.34	$141.34

The rates and fees provided in this section shall be effective with respect to usage for which billings are made after October 1, 2025."

Section 6. Section 6-6-27 of the Scottsbluff Municipal Code is amended to provide as follows:

"6-6-27. SPECIAL COLLECTIONS AND ADDITIONAL CONTAINERS.

Upon request, the City may, but is not required to, make special collections of solid waste or deliver additional containers for residents having an event. When a special collection is made, the charges shall be as follows:

Residential 90 gallon roll-out trash container	$13.93
Residential yard waste container	$13.93

1.5 CY trash container $18.57
3.0 CY trash container $35.34
Each appliance $28.41

When notified of an event such as a picnic, fund raiser, craft fair, party, collection point for recycling or other non-routine event and an additional container is requested, the charges shall be as follows:

90 gallon - $13.93 rental fee per container and $13.93 for dump per container
1.5 CY - $18.57 rental fee per container and $18.57 for dump per container
3.0 CY - $35.34 rental fee per container and $35.34 for dump per container

The charges for the collection of other solid waste shall be based on volume as measured by the capacity of a standard Y2 ton pickup truck. There shall be a minimum charge of $15.00. If the volume of solid waste as estimated by the representative of the Sanitation Department exceeds to capacity of a standard Y2 ton pickup truck, the charge shall be $35.00 for each pickup load. The rates provided for shall become effective on midnight, October 1, 2025."

Section 7. Section 6-6-28 of the Scottsbluff Municipal Code is amended to provide as follows:

"6-6-28. WATER SERVICE.

(1) Each user of the City water system located within the City limits shall pay charges based on monthly consumption as follows:

Consumption Charge	Rate per Thousand Gallons
All gallons	$1.81

Consumption of any part of 1,000 gallons shall be considered as consumption of an entire 1,000 gallons for purposes of calculating billed consumption and total consumption charge.

(2) Each user of the City water system located within the City limits shall pay a monthly charge based on meter size as follows:

Water Meter Size	Minimum Charge
5/8" or 3/4"	$11.66
1"	$21.09
1 1/2"	$39.95
2"	$54.08
3"	$86.73
4"	$132.97
6"	$188.36
8"	$280.58

In the case of premises as to which the final date for connection of the plumbing has been deferred under section 22-1-8, there shall be a monthly charge for standby fire protection service of $3.00.

Each user of the City water system located outside of the City limits, except for whole sale water use provided by the City pursuant to the terms of an agreement, shall pay the following 1.5 times the minimum charges listed above. Provided, whole sale water use and sale shall be sold at an agreed upon amount as set by the City Council for charges outside the City limits.

The rates and fees provided for in this section shall be effective with respect to all connections, installations, and billings after October 1, 2025."

Section 8. Existing Sections 6-6-19, 6-6-20, 6-6-22, 6-6-23, 6-6-24, 6-6-27 and 6-6-28 are hereby amended. This Ordinance shall not be construed to effect any cause of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

Section 9. This Ordinance shall become effective upon its passage, approval as provided by law, and publication shall be in pamphlet form.

PASSED and APPROVED on _____, 2025.

_____
Betsy Vidlak, Mayor

ATTEST:

_____
Kimberley Wright, City Clerk (Seal)

Approved as to form:

_____
City Attorney

City of Scottsbluff, Nebraska

Monday, August 4, 2025
Regular Meeting

Item 10.a

Council to consider action on awarding the bid for the Fairview Cemetery New Office Building to Anderson-Shaw Construction, Inc. for the amount of $332,345.91.

Staff Contact: Matthew Carpenter

City of Scottsbluff								
FAIRVIEW CEMETERY OFFICE BUILDING								
July 30, 2025 @ City Hall at 2:00 p.m.								
CONTRACTOR	**BID BOND** (y/n) 5%	**ADDENDA** (y/n) 1	**ADDENDA** (y/n)2	**BASE BID**	**ALTERNATE 1: REMOVE CONDUIT**	**PROPOSED START DATE**	**COMPLETION DATE**	
Anderson-Shaw Construction, Inc.	Y, 5%	Y	Y	$332,345.91	$0.00	11/1/2025	80 Working Days	

Prepared by Megan Hayward on behalf of Trails West Architecture, LLC.

TRAILS WEST ARCHITECTURE

DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

PART 1 - GENERAL

1.1 BID INFORMATION

A. Project Name: Fairview Cemetery New Office.

B. Bidder: Anderson-Shaw Construction, Inc.

1.2 BIDDER'S CHECKLIST

A. To assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.

B. Attach this completed checklist to the Bid Form.

1. ☑ Used the Bid Form provided in the Project Manual.
2. ☑ Prepared the Bid Form as required by the Instructions to Bidders.
3. ☑ Indicated on the Bid Form the Addenda received.
4. ☑ Indicated on the Bid Form cost associated with listed Alternates.
5. ☑ Attached to the Bid Form Bid Security in form and for the amount required.
6. ☑ Attached to the Bid Form Proposed Schedule of Values Form.
7. ☑ Indicated on the Bid Form List of Subcontractors.
8. ☑ Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond as described in the Bidding Documents.
9. ☑ Verified that the Bidder can provide Certificates of Insurance in the amounts indicated in the Bidding Documents.
10. ☑ Bid envelope for paper copy bids shows name and address of the Bidder.
11. ☑ Bid envelope for paper copy bids shows the Bidder's Contractor's License Number.
12. x Bid envelope for paper copy bids shows name of Project being bid.
13. x Bid envelope for paper copy bids shows time and day of Bid Opening.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 004393

DOCUMENT 004100 - BID COVER SHEET

PART 1 - GENERAL

1.1 BID INFORMATION

A. Project Name: Fairview Cemetery New Office.

B. Bidder: Anderson - Shaw Construction, Inc.

C. Bidder Address: 710 Avenue I, PO Box 169 Scottsbluff, NE 69361

D. Bid Submitter's Phone Number: 308-632-2570

E. Bidder Contractor's License Number: CR-015

F. Bid Date: July 30, 2025.

G. Bid Time: 2:00 p.m., local time.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 004100

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

A word document version of this document can be provided by emailing the architect.

PART 1 - GENERAL

1.1 BID INFORMATION

A. Bidder: Anderson - Shaw Construction, Inc.

B. Project Name: Fairview Cemetery New Office.

C. Project Location: 4109 5th Ave, Scottsbluff, Nebraska 69361

D. Owner: City of Scottsbluff

E. Architect: Trails West Architecture, LLC

F. Architect Project Number: 25-CM-NC-MCS-2.

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Trails West Architecture and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services necessary to complete the construction of the above-named Project, in accordance with the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Three Hundred Thirty Two Thousand Three Hundred Forty Five Dollars and Ninety One Cents Dollars ($ 332,345.91).
2. The above amount may be modified by amounts indicated by the Bidder under the "Alternates" Article below.

1.3 ALTERNATES

A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular Alternates are accepted by Owner. Amounts listed for each Alternate include costs of related coordination, modification, or adjustment.

B. If the Alternate does not affect the Contract Sum, the Bidder to indicate "NO CHANGE."

C. If the Alternate does not affect the Work of this Contract, the Bidder to indicate "NOT APPLICABLE."

D. The Bidder is responsible for determining from the Contract Documents the effects of each Alternate on the Contract Time and the Contract Sum.

E. Owner reserves the right to accept or reject any Alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award or prior to notice to proceed whichever come first.

F. Acceptance or non-acceptance of any Alternates by Owner is to have no effect on the Contract Time unless the Alternate description below provides a formatted space for the adjustment of the Contract Time.

G. Alternate No. 1: Remove conduit between new and existing building:

1. ☐ DEDUCT ■ NO CHANGE ☐ NOT APPLICABLE.
2. No Bid _____ Dollars ($0.00 _____).
3. Contract Time: Acceptance of this Alternate will add _____ calendar days to the Contract Time.

1.4 BID SECURITY

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 30 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached Bid Security, as liquidated damages for such failure as follows:

1. In the following amount, constituting 5 percent of the Base Bid amount above:

a. 5% _____ Dollars ($_____).

B. Form of Bid Security: Bidder has attached the following:

1. ■ AIA Document A310-2010, "Bid Bond."
2. ☐ Cashier's check.
3. ☐ Certified check.

C. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cashier's check, certified check, or bid bond.

1.5 SUBCONTRACTORS AND SUPPLIERS

A. The following companies to execute subcontracts for the portions of the Work indicated. Where work is self performed note that.:

1. Concrete Work:
Chrisman Trucking.
2. Flooring Work:

Legacy Flooring

3. Roofing Work:
Chrisman Trucking - PEMB Erection Package
4. Plumbing Work:
Snell Services
5. HVAC Work:
Snell Services
6. Electrical Work:
Marty's Electric
7. Drywall Work:
Ybarra Drywall
8. Paint Work:
Absolute Painting
9. Door Work:
Anderson-Shaw Construction Inc.
10. Metal Building Supplier:
B&C Steel
11. Metal Building Erection:
Chrisman Trucking
12. Cold Form Framing Work:
Anderson-Shaw Construction Inc.

1.6 TIME OF COMMENCMENT AND COMPLETION

A. Time of Commencement:

1. Pending approval of the owner and a notice to proceed, the contractor tentatively wishes to begin the project (Month, 2025 or Month, 2026)
Nov 2025

B. Time of Completion:

1. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and to substantially complete the Work within 80 **working days**.

1.7 ACKNOWLEDGMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 7/23/25 Mark not applicable is not used
2. Addendum No. 2, dated 7/24/25

1.8 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto:

1. Bid Form Supplement – Alternatives.
2. Bi Form Supplement – Bid Bond Form (AIA Document A310).

1.9 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the state of Nebraska and City of Scottbluff, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.10 SUBMISSION OF BID

A. Respectfully submitted this thirtieth day of July, 2025.

B. Submitted by: Anderson - Shaw Construction, Inc. (Name of bidding firm or corporation).

C. Authorized Signature: _____ (Handwritten signature).

D. Signed by: Brandon Rajewich (Type or print name).

E. Title: President (Owner/Partner/President/Vice President).

F. Witnessed by: _____ (Handwritten signature).

G. Attest: _____ (Handwritten signature).

H. By: Gloria Gonzalez (Type or print name).

I. Attester Title: Corporate Secretary (Corporate Secretary or Assistant Secretary).

J. Street Address:
710 Avenue I.

K. City, State, Zip:
Scottsbluff, NE 69361.

L. Phone:
308-632-2570
_.

M. License No.:
CR-015.

N. Federal ID No.:
47-0733544

O. (Affix Corporate Seal Here)

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 004113

A word document version of this document can be provided by emailing the architect.

Customer Name: City of Scottsbluff
Address: 4109 5th Avenue
Address: Scottsbluff, NE 69361 Scottsbluff, NE 69361
Project: Fairview Cemetery

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed from Previous Applicatons (D+E)	Work Completed This Period	Total Materials Presently Stored (not D or E)	Completed & Stored to date (D+E+F)	% Completed (G/C)	Balance to Finish (C-G)	Retainage (If Variable Rate)
1	Bond Costs	$ 3,940.86				$0.00	0.00%	$3,940.86	$0.00
3	Profit/ Overhead	$ 18,588.96				$0.00	0.00%	$18,588.96	$0.00
6	General Conditions	$ 52,600.00				$0.00	0.00%	$52,600.00	$0.00
8	Earthwork	$ 5,000.00				$0.00	0.00%	$5,000.00	$0.00
9	Utilities	$ 3,800.00				$0.00	0.00%	$3,800.00	$0.00
10	Site Concrete	$ 42,000.00				$0.00	0.00%	$42,000.00	$0.00
11	Equipment Pads	$ 2,000.00				$0.00	0.00%	$2,000.00	$0.00
12	PEMB Supply	$ 34,661.00				$0.00	0.00%	$34,661.00	$0.00
13	Steel Erection	$ 17,000.00				$0.00	0.00%	$17,000.00	$0.00
14	Door/Window Supply	$ 14,605.00				$0.00	0.00%	$14,605.00	$0.00
15	Drywall	$ 12,592.00				$0.00	0.00%	$12,592.00	$0.00
16	Flooring	$19,750.00				$0.00	0.00%	$19,750.00	$0.00
17	Painting	$ 3,170.00				$0.00	0.00%	$3,170.00	$0.00
18	Specialty Supply	$ 4,695.00				$0.00	0.00%	$4,695.00	$0.00
19	Plumbing/ Mechanical	$ 57,000.00				$0.00	0.00%	$57,000.00	$0.00
20	Electrical	$ 13,960.00				$0.00	0.00%	$13,960.00	$0.00
21	Cold Formed Framing/Insulation	$ 14,803.08				$0.00	0.00%	$14,803.08	$0.00
22	Finish Carpentry	$ 4,100.00				$0.00	0.00%	$4,100.00	$0.00
23	Misc. Provisions	$ 8,080.01				$0.00	0.00%	$8,080.01	$0.00
24						$0.00	#DIV/0!	$0.00	$0.00
27						$0.00	#DIV/0!	$0.00	$0.00
	TOTALS	**$ 332,345.91**	$ -	$ -	$ -	$ -	0.00%	$332,345.91	$0.00

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Anderson-Shaw Construction, Inc.
710 Avenue I
Scottsbluff, NE 69361

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):
City of Scottsbluff
2525 Circle Dr
Scottsbluff, NE 69361

BOND AMOUNT:
5% of Bid

This document has important legal consequences, Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT (Name, location or address, and Project number, if any):
Fairview Cemetery
New Office Building

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of July 2025

Ruth Johnson
(Witness)

Anderson-Shaw Construction, Inc.
(Principal) *(Seal)*
(Title) President

Sarah Junge
(Witness)

THE CINCINNATI INSURANCE COMPANY
(Surety) *(Seal)*
(Title)
Janelle Cripps - Power of Attorney

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition.
S-2000-AIA (11/10) PUBLIC

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Kesha Heinzle; Kyle Rafferty; Dedra Wick; Janelle Cripps; Elisar Kanno; Brook Brockman; LeAnn Dinnell; Garrett Jackson; Jackline Schanaman; Lex Larsen; Cheryl Ellis and/or Lila Nash

of Scottsbluff, Nebraska
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Five Million and No/100 Dollars ($25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 18 day of JULY, 2025

BN-1457 (3/21)

JOINT ANNUAL MEETING OF SHAREHOLDER AND DIRECTOR
OF
ANDERSON-SHAW CONSTRUCTION, INC.

November 11, 2024

The shareholder and director of Anderson-Shaw Construction, Inc., a Nebraska Corporation, by unanimous written consent, in lieu of a joint annual meeting of the shareholder and director, takes the following actions:

1. The following person is elected to serve as director of the corporation until his respective successors are elected and qualified:

Brandon Rajewich

2. The following officers of the corporation are elected until their successors are elected and qualified:

Brandon Rajewich	- President
None	- Vice President
Brandon Rajewich	- Secretary
Brandon Rajewich	- Treasurer

The officers of the corporation are authorized to continue to act on behalf of the corporation with respect to banking and other management decisions.

3. The actions of the officers in making any and all capital purchases and debt transactions are ratified and confirmed.

4. The shareholder ratifies all actions of the director and authorizes the continuation of the business in the manner conducted to date.

This consent shall have the effect of a unanimous vote for the actions specified at a joint meeting of the shareholder and director of the corporation and shall be effective as of the date shown above.

Brandon Rajewich, Shareholder/Director

Client#: 921357 ANDERSHAW1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Steffany Schook
INSPRO, a Marsh & McLennan Agency LLC, Company 4000 Pine Lake Road Lincoln, NE 68506	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Steffany.Schook@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Dakota Truck Underwriters	34924
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Anderson-Shaw Construction Inc
710 Avenue I
Scottsbluff, NE 69361

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			EPP0733521	12/12/2024	12/12/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			EPP0733521	12/12/2024	12/12/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EPP0733521	12/12/2024	12/12/2025	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0100079387 2024A	12/12/2024	12/12/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

To Whom It May Concern

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Scottsbluff, Nebraska

Monday, August 4, 2025
Regular Meeting

Item 11.a

Council to discuss and consider action on a Non-Exclusive License and Management Agreement for Use of Municipal Property for an adult flag football league, and authorize the Mayor to sign the Agreement.

Staff Contact: Matthew Carpenter

Non-Exclusive License and Management Agreement for Use of Municipal Property for Football League

This Non-Exclusive License and Management Agreement (the "License"), dated for reference purposes only as of August ___, 2025, is entered into by and between the City of Scottsbluff, Nebraska, a Municipal Corporation ("Licensor") and Jeremiah Stovall ("Licensee").

RECITALS

A. Licensor owns the real estate known as Lacy Park.

B. The Premises includes several playing fields and associated improvements (the "Premises").

C. Licensee is interested in managing a community adult flag football league, to include several adult teams.

D. Licensee desires to utilize the Premises for an adult flag football league (the "football league") and is willing to enter into this License in order to manage the football league on the Premises in accordance with the License.

E. Licensor desires to enter into this non-exclusive License whereby Licensee shall license and use the Premises for a football league subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Premises. Licensor desires to license to Licensee the Premises. Such area includes the ball field(s) and the improvements associated with the ball field(s), including, but not limited to, the bleachers, stands and restroom facilities. Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licensor, for the License Term, and Licensee agrees to pay the license fee, and to perform all of Licensee's obligations described herein. The parties agree that Licensee shall have the non-exclusive right to use the Premises and such other portions of the Premises as is necessary for Licensee to access and use the Premises for a football league. Licensee understands the license is not exclusive. Licensor will attempt to give him priority for use of the Premises, however, Lacy Park as well as the Premises will remain open to other leagues organized by the public and approved by the Licensor. Lacy Park shelters and fields may be used by the public when not needed for football league games. The Licensor may grant other licenses to use the Premises for activities and Licensee agrees to cooperate with Licensor to schedule activities on the Licensed Premises for shared use.

2. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation and management of the football league during

the License Term. Licensee recognizes the Premises maybe utilized for other organized activities licensed by Licensor. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including health and safety regulations as well as all resolutions and ordinances of Licensor (the "Rules"), including the ban on possession and consumption of alcohol. Licensee represents and covenants to Licensor that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all coaches or appropriate personnel utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all team coaches to ensure that the Rules are followed.

3. Term. The License shall be for a term of three (3) months, Thursday nights, commencing effective as of September 1, 2025. Either party shall have the right to terminate this License by providing the other party with no less than thirty (30) days prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensor determines, in Licensor's discretion, that Licensee has failed to manage and operate the football league in accordance with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.

4. License Fee. The parties agree the License Fee for the term of this License shall be $300.00, payable on or before September 1, 2025.

5. Acceptance of Premises. By using the Premises for the football league, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's football league. Licensee shall secure Licensor's permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor's sole discretion.

6. Quiet Enjoyment. Upon Licensee observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee hereunder, Licensee shall have the non-exclusive right to use the Premises for the football league, subject to all of the provisions of this License.

7. Maintenance. a. Licensee shall, during the term of this License, and at his sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in

accordance with the Rules so that the Premises may be utilized for the purposes set forth in this License. Such obligation shall include, but not be limited to, cleaning restroom facilities while players and fans are present and after football league use so they are left as they were found. Licensee shall ensure that the stands or bleachers or other facilities are only utilized in accordance with the applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules. Licensor shall be responsible for any mowing and providing lights, if needed in accordance with past practices of Licensor and as set forth below.

b. Licensee shall prepare fields on the Premises and provide all equipment, referees and insurance. Licensee will place stripping and marking on the field. The decision on whether or not to play football on the fields will be made by the Licensee and shall take place on the day of the scheduled game. Licensee may consult with Licensor if necessary. Licensee agrees to promptly notify Licensor of any maintenance or repair that is the responsibility of Licensor hereunder. Provided, however, Licensee shall be responsible for any of the same if they are caused by Licensee's misuse or damage to the Premises.

8. Insurance. During the License Term, Licensee shall, at his own cost and expense, procure and continue in force such insurance policies as are required by Licensor. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least $1,000,000. Licensor shall be named as an additional named insured on all such policies of insurance. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with Licensor prior to the commencement date of the term hereof.

9. Licensee's Indemnification. Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof, whether the same are raised during the term hereof or after.

10. Assignment. Licensee shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

11. No Re-license. Licensor's consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Licensor agrees in writing. The collection or acceptance of rent or other payment by Licensor from any person other than Licensee shall not be deemed the acceptance of any assignee or sub-licensee

as the Licensee hereunder or a release of Licensee from any obligation under this License.

12. Default. A Default shall occur upon the failure by Licensee to observe or perform any of the provisions of this License if such failure continues for a period of ten (10) days, or such other period if this License specifically provides a different period for a particular failure, after written notice by Licensor to Licensee of such failure. However, with respect to any failure which cannot reasonably be cured within ten (10) days, a Default shall not be considered to have occurred if Licensee commences to cure such failure within such ten (10) day period and continues to proceed diligently with the cure of such failure.

13. Remedies. On the occurrence of a Default, Licensor may at any time thereafter, with or without notice or demand and without limiting Licensor in the exercise of a right or remedy which Licensor may have by reason of such default or breach, exercise any rights or remedies Licensor may have at law or in equity including, declaring the License at an end and terminated.

14. Non-Exclusive Remedies. The remedies of Licensor set forth in Section 13 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein.

15. Default by Licensor. Licensor shall not be liable to Licensee if Licensor is unable to fulfill any of its obligations under this License, if Licensor is prevented, delayed, or curtailed from so doing by reason of any cause beyond Licensor's reasonable control. Licensor shall not be in default unless Licensor fails to perform obligations required of Licensor within a reasonable time, but in no event later than thirty (30) days after written notice by Licensee to Licensor, specifying Licensor's failure to perform such obligation; provided, however, that if the nature of Licensor's obligation is such that more than thirty (30) days are required for performance, then Licensor shall not be in default if Licensor commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation.

16. Entry by Licensor. Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as Licensor requires.

17. Notices. Any notices required or permitted to be given under this License shall be in writing and may be delivered personally or by certified mail to the other party at the address set forth below. Any notice given by mail shall be deemed received two (2) business days following the date such notice is mailed as

provided in this Section. Any notice given by electronic mail or personally delivered shall be effective upon receipt. Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

a. Licensor's Address: 2525 Circle Drive
Scottsbluff, NE 69361

b. Licensee's Address: 2138 18th Street
Mitchell, NE 69357

18. Applicable Laws. This License shall be governed by and construed in accordance with the laws of the State of Nebraska.

19. Modification. This License contains all of the terms and conditions agreed upon by the Licensor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and any other contemporaneous documents. This License may not be modified or changed except by written instrument signed by Licensor and Licensee.

20. Relationship of Parties. Neither the method of computation of the License Fee nor any other provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee, other than the relationship of Licensor and Licensee.

21. Waiver. The acceptance of the License Fee or other payments by Licensor, or the endorsement or statement on any check or any letter accompanying any check for the license fee or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Licensee regardless of whether Licensor had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

22. Partial Invalidity. If any term or provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

23. Interpretations. Any uncertainty or ambiguity existing herein shall not

be interpreted against either party because such party prepared any portion of this License but shall be interpreted according to the application of rules of interpretation of contracts generally.

24. Memorandum of License. Licensee shall not be permitted to file a memorandum of the License or other documents in the real estate records of Scotts Bluff County.

25. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensor, Licensee, and their respective successors and assignees.

26. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

"LICENSEE"

_____
Jeremiah Stovall

"LICENSOR"
City of Scottsbluff, Nebraska,
A Municipal Corporation,

_____
By: Betsy Vidlak, Mayor

ATTEST:

_____
Kimberley Wright, City Clerk

City of Scottsbluff, Nebraska
Monday, August 4, 2025
Regular Meeting

Item 11.b

Council to review and discuss sections of Municipal Code relating to dangerous dogs.

Staff Contact: Kevin E Spencer

ARTICLE 4: DANGEROUS DOGS

Section

2-4-1 Definitions

2-4-2 Identification by city; notice; procedure to dispute

2-4-3 Restraint required

2-4-4 Confinement required; warning sign

2-4-4.1 Microchip

2-4-5 Prohibited acts

2-4-6 Confiscation; when; costs

2-4-7 Disposal by court order

2-4-8 Violation; destruction of dog

§ 2-4-1 DEFINITIONS.

Wherever used in this article, the following terms shall have the following meaning:

DANGEROUS DOG. Any dog which meets one of the following criteria:

(1) Is owned or harbored primarily or in part for the purpose of dog fighting;

(2) Is trained for dog fighting;

(3) According to the records of the city has:

(a) Killed or inflicted severe injury on a human being on public or private property;

(b) Killed a domestic animal without provocation while the dog was off the owner's property; or

(c) Been previously determined to be a potentially dangerous dog by the city in accordance with procedures established elsewhere in this article and the owner has received notice of such determination and such dog again aggressively bites, attacks, or endangers the safety of humans or domestic animals.

(4) Notwithstanding the foregoing, a dog shall not be defined as a ***DANGEROUS DOG***:

(a) If the threat, any injury that is not a severe injury, or the damage was sustained by

a person who:

1. At the time, was committing a willful trespass as defined in the state statutes or any other tort upon the property of the owner of the dog;

2. At the time was tormenting, abusing, or assaulting the dog;

3. Who has in the past been observed or reported to have tormented, abused, or assaulted the dog; or

4. At the time was committing or attempting to commit a crime.

(b) If the dog is a trained dog assisting a police officer engaged in law enforcement duties.

MICROCHIP or ***MICROCHIPPED.*** The device or implantation of the device, authorized by, and generally accepted by, the veterinary community, to be permanently implanted in the dog, allowing for permanent identification of the dog and the dog's owner, via scanning and reading of the microchip through the dog's skin, and hair or fur.

OWNER. In addition to the definition given the word elsewhere in this chapter, shall include a person temporarily in possession of the dog at the request of the owner of the dog as shown on any microchip.

POTENTIALLY DANGEROUS DOG.

(1) Any dog that when unprovoked inflicts a non-severe injury on a human or injures a domestic animal either on public or private property or chases or approaches a person upon streets, sidewalks, or any private grounds other than where the dog resides, or any public grounds in a menacing fashion or apparent attitude of attack; or

(2) Any specific dog with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

SEVERE INJURY. Any physical injury that results in disfiguring lacerations requiring multiple sutures or cosmetic surgery or one or more broken bones or that creates a potential danger to the life or health of the victim.

(Ord. 3580, passed - -1998; Ord. 3972, passed - -2008)

§ 2-4-2 IDENTIFICATION BY CITY; NOTICE; PROCEDURE TO DISPUTE.

(A) A determination that a specific dog is a potentially dangerous dog shall be made by the Deputy City Attorney who is principally charged with the responsibility of filing complaints against persons charged with the violation of any ordinance of the city. The owner of the dog shall be given written notice of such determination. Such written notice shall inform the owner that if the dog again aggressively bites, attacks, or endangers the safety of humans or domestic animals, the city may determine the dog to be a dangerous dog and require it to be restrained as provided in this code.

(B) The city may, in its discretion, determine that any dog which satisfies the definition of a dangerous dog as defined elsewhere in this article, or any dog which has been determined to be potentially dangerous and such dog again aggressively bites, attacks, or endangers the safety of humans or domestic animals is a dangerous dog. Such determination shall be made by the Deputy City Attorney who is principally charged with the responsibility of filing complaints against persons charged with the violation of any ordinance of the city. The owner of the dog shall be given written notice of such determination. The notice shall be in writing and shall inform the owner that:

(1) The dog has been determined to be dangerous;

(2) Such dog is required to be restrained and confined as described in this article;

(3) If the owner disputes the identification of the dog as a dangerous dog, he or she may submit a written request for a hearing to the City Manager within five working days after receipt of the written notification; and

(4) If no such hearing is requested that the identification of the dog as a dangerous dog shall be final and not subject to further review.

(C) The timely request for a hearing under this section shall stay the determination of the dog as a dangerous dog until a final decision is made by the City Manager. The hearing shall be held before the City Manager. The burden of going forward with the evidence shall be on the city to demonstrate that the dog meets one of the criteria defined in this section. After such hearing, the City Manager shall have the authority to affirm, reverse, or modify the identification of the dog as a dangerous dog. The failure of the owner to request such a hearing shall result in the dog being declared a dangerous dog.

(Ord. 3580, passed - -1998)

§ 2-4-3 RESTRAINT REQUIRED.

No owner of a dangerous dog shall permit the dog to go beyond the property of the owner unless such dog is securely muzzled and restrained with a chain having a minimum tensile strength of 300 pounds and not exceeding three feet in length.

(Ord. 3267, passed - -1993)

§ 2-4-4 CONFINEMENT REQUIRED; WARNING SIGN.

While unattended on the owner’s property, a dangerous dog shall be securely confined, in a humane manner, indoors or in a securely enclosed and locked pen or structure suitably designed to prevent the entry of young children and to prevent the dog from escaping. The pen or structure shall have secure sides and a secure top. If the pen or structure has no bottom secured to the sides, the sides shall be embedded into the ground. The pen or structure shall also protect the dog from the elements. The owner of a dangerous dog shall post a warning sign on the property where the dog is kept that is clearly visible and that informs persons that a dangerous dog is on the property.

(Ord. 3267, passed - -1993)

§ 2-4-4.1 MICROCHIP.

The owner, must as soon as reasonably possible, but no later than 14 days after the designation or confirmation of the dangerous dog designation, have the dog microchipped with an approved device, as defined by this article. If the dog has been seized or impounded, the owner must arrange for the dog to be microchipped before or at the time of release from custody of animal control officer. The name of the microchip manufacturer and identification number of the microchip must be provided to the animal control authority. If the microchip is not implanted by the owner, it may be implanted by the Panhandle Humane Society or a qualified veterinarian under the direction of the Panhandle Humane Society or the animal control officer. In any case, all costs related to implantation of the microchip must be borne by the dog’s owner and must be paid before the dog shall be released from impound.

(Ord. 3972, passed - -2008)

§ 2-4-5 PROHIBITED ACTS.

No person shall:

(A) Own or harbor any dog for the purpose of dog fighting, or train, torment, badger, bait, or use any dog for the purpose of causing or encouraging that dog to unprovoked attacks upon human beings or domestic animals; or

(B) Possess with intent to sell, offer for sale, breed, or buy or attempt to buy, within the city any dangerous dog.

(Ord. 3267, passed - -1993)

§ 2-4-6 CONFISCATION; WHEN; COSTS.

Any dangerous dog may be immediately confiscated by an animal control officer if the owner is in violation of this article. Any dangerous dog may also be confiscated if, within two weeks immediately preceding the date of confiscation, it was observed in a condition when it was not properly confined or restrained as provided in this article. The owner shall be responsible for the reasonable costs incurred by the city for the care of a dangerous dog confiscated by an animal control officer or for the destruction of any dangerous dog if the action by the city is pursuant to law and if the owner violated this article. Any such dog shall be retained by the city pending the order of an appropriate court.

(Ord. 3267, passed - -1993)

§ 2-4-7 DISPOSAL BY COURT ORDER.

In addition to any other penalty, a court may order the city to dispose of a dangerous dog in an expeditious and humane manner.

(Ord. 3267, passed - -1993)

§ 2-4-8 VIOLATIONS; DESTRUCTION OF DOG.

The violation of any provision of this article is a Class I violation. Provided, that any person violating this article for the first time shall be required to pay a mandatory minimum fine of $500 upon conviction. Any second or subsequent violation by the same person shall also require a mandatory minimum fine of $500. If the person convicted has been previously convicted of a violation of this article, or of any comparable city ordinance or municipal code provision in effect prior to the adoption of this article, then, in addition to any mandatory minimum fine, the dog involved in the subsequent violation shall be immediately confiscated by the city, and thereafter destroyed in a humane and expeditious manner.

(Ord. 3267, passed - -1993; Ord. 3972, passed - -2008)