



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

**Regular Meeting  
January 5, 2026  
6:00 PM**

1. **Roll Call**
2. **Pledge of Allegiance**
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review**
4. **Notice of changes in the agenda by the city clerk** (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. **Citizens with business not scheduled on the agenda** (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. **Closed Session**
  - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda as per Section 84-1410 of the Nebraska Revised Statutes.
7. **Consent Calendar (Items in the consent calendar are proposed for adoption by one action for all items unless any member of the council requests that an item be considered separately.)**
  - a) Council to approve the minutes of the December 15, 2025 Regular Meeting.
  - b) Council to acknowledge and take receipt of a liability claim from Robert Scott, 2027 Avenue E, Scottsbluff, NE. The claim will be withdrawn and forwarded to the City's insurance carrier.
  - c) Council to approve the appointment of Jennifer Urdiales to the LB840 Application Review Committee.
  - d) Council to consider and take action on claims of the City.
8. **Public Hearings**

- a) Council to conduct a public hearing set for this date at 6:00 p.m. to receive information regarding the Class CK Liquor License for Green & Tangled, LLC d/b/a The Tangled Tumbleweed, 1823 Ave. A, Scottsbluff, NE.
- b) Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission regarding the Class CK Liquor License for Green & Tangled, LLC d/b/a The Tangled Tumbleweed and naming Ronetta Green as the Liquor License Manager.
- c) Council to conduct a public hearing set for this date at 6:00 p.m. for a Zoning Text Amendment regarding Conditional Use Permits and Formatting Changes to Chapter 6, Article 6, and Chapter 25 Articles 2, 3, 5, 6, 8, 13, and 20.

**9. Resolution & Ordinances**

- a) Council to consider action on the first reading of the Ordinance amending formatting, adding an expiration date, and changing/amending the terms Special Permit and Special Use Permit to Conditional Use Permit in Chapter 6, Article 6 and Chapter 25, Articles 2, 3, 5, 6, 8, 13, and 20.
- b) Council to consider action on the first reading of the Ordinance to repeal the authorization of combining and merging the office of the City Manager and the Office of the Chief of Police.
- c) Council to consider action on the amended Final Plat of Lots 1 and 2A, Block 2, Clemens-Reinhardt Subdivision, and authorize the Mayor to sign the Resolution.

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

- a) Council to discuss and consider action on the Termination of Contract and Memorandum of Contract from Krishna Management Inc., OTB-Scottsbluff, LLC, and CP Land Group, L.C., and authorize the Mayor to sign the Termination Agreement.
- b) Council to discuss and consider action on authorizing the Mayor to sign the Certificate of Compliance for Year 2025, as per Maintenance Agreement No. 22, with the Nebraska Department of Transportation.
- c) Council to discuss and consider action on the Interlocal Agreement with Scotts Bluff County for Pictometry with Pictometry International Corp, and authorize the Mayor to sign the Agreement.
- d) Council to discuss and consider action on the Economic Development Assistance Agreement with Gardner Technologies, LLC, and authorize the City Manager to sign the Agreement.

- 11. **Council reports (informational only):** This item is intended for Council Members to update and inform other Council Members of meetings attended since the last City Council meeting.

## 12. Adjournment

# **City of Scottsbluff, Nebraska**

**Monday, January 5, 2026**

**Regular Meeting**

## **Item 6.a**

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

**Staff Contact:**

# **City of Scottsbluff, Nebraska**

**Monday, January 5, 2026**

**Regular Meeting**

## **Item 7.a**

**Council to approve the minutes of the December 15, 2025 Regular Meeting.**

**Staff Contact:** Kimberley Wright

Regular Meeting  
December 15, 2025

The Scottsbluff City Council met in a regular meeting on December 15, 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 December 11, 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 December 12, 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. City Clerk Wright informed that a request has been made to move agenda item 11 b), the Micro Tif application for Marcus N. Clemens for the Façade Beautification/Remodel of 1018 East Overland to 9b) after the Financial Report. Council Member Stricker moved, seconded by Council Member Phillips to approve the changes, "YEAS," Phillips, Salomon, McKerrigan, Stricker, and Vidlak. "NAYS," None. Absent: None. Mayor Vidlak asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There was none.

Moved by Council Member Stricker, seconded by Council Member Salomon,

- a) Approve the minutes of the December 1, 2025 Regular Meeting,
- b) Set a public hearing for January 5, 2026 at 6:00 p.m. to receive information about making a recommendation to the Nebraska Liquor Control Commission on a Class CK Liquor License for Green & Tangled, LLC d/b/a The Tangled Tumbleweed, 1823 Ave. A, Scottsbluff, NE.
- c) Set a public hearing for January 5, 2026 at 6:00 p.m. for a Zoning Text Amendment regarding Conditional Use Permits and Formatting Changes to Chapter 6, Article 6, and Chapter 25 Articles 2, 3, 5, 6, 8, 13, and 20.
- d) Approve the bid specifications for the 2026 City of Scottsbluff Chip Seal Project, and authorize the city clerk to advertise for bids to be received by January 6, 2026 at 2:00 p.m.
- e) The December 29, 2025 Meeting be canceled as two Regular Meetings have been held in December.
- f) The claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated December 15, 2025 as on file with the City Clerk and submitted to the City Council, "YEAS," Salomon, McKerrigan, Stricker, Vidlak, and Phillips. "NAYS," None. Absent: None.

#### CLAIMS

21STCENTURYWATERTEHNOLOGIES,LLC,EQUIPMENT2025JD 1600 TURBO,194242.16;  
AC ELECTRIC MOTOR SERVICE, EQUIPMINT, 607.02; ALLO COMMUNICATIONS,

LLC, LOCAL TELEPHONE CHARGES,4896.68;AUTOZONE STORES, INC,SHOP SUPPLIES - ANTIFREEZE & DIESEL EXH. FLUID,385.05; B & H INVESTMENTS, INC,DEP. SUP.,641.19;B&C STEEL CORPORATION,SHOP SUPP - SQUARE BAR,27.16;BAIRD HOLM LLP,PROF SERV - FIRE THROUGH 10-31-25,1040;BEELINE SERVICE INC,TOW SERVICE-POL,770;BENCHMARK GOVERNMENT SOLUTIONS LLC,SCHOOLS & CONF-POL,365.75;BISSONNETTE KEATON,SCHOOLS & CONF-POL,800;BLR C/O SIMPLIFY COMPLIANCE,CONSULTING SERVICES HR,593; BLUFFS FACILITY SOLUTIONS,EMS - LANDXL NITRILE GLOVES, 863.91; CAPITAL BUSINESS SYSTEMS INC., CONTRACTUALPOL,153.47;CELLCOPARTNERSHIP,CELLPHONE/CONTRACTUALSVC, 505.47;CITYOFGERING,DISPOSALFEESAN,38355.4;COLUMNSOFTWAREPBC,PUBLIC ATIONS,718.71;COMPUTERCONNECTIONINC,CONTRACTUALPOL,44;CONTRACTORS MATERIALSINC.,SUPPLEATHERGLOVES,423.57;CORE&MAINLP,METERS,6350.15;CRE DIT BUREAU OF COUNCIL BLUFFS,MEMBERSHIP FEE - NOV 2025,50;CRESCENT ELECT. SUPPLY COMP INC,BUILDING MAINTENANCE-SAN,153.28;CURTIS ROSSMAN,MEAL ALLOW. FOR 2 MEN, T.S. TRAINING, SPENCER, IA,210; DANKO EMERGENCYEQUIPMENTCOMPANY, SHIPPING FOR THERMAL CAMERA ORDER, 45; DELGADO LUPE,CONSULTING-POL,60;DINGES FIRE COMPANY,UNIFORM - JOB SHIRTS,1130.86;DOLLAR TREE STORES INC,MALL OCC TAX REIMB,22631.88; EAKES INC,DEPT SUPP ADMIN CORRECTION TAPE,14.99;FAT BOYS TIRE AND AUTO,VEHMAINTPARK,1368.74;FEDERAL EXPRESS CORPORATION,POSTAGE,460.21; FIRST NATL BANK OF OMAHA,EVID CASH-POL,830; FLOYD'S TRUCK CENTER SCOTTSBLUFF,NEW 2026 FREIGHTLINER DUMP TRUCK,152061.74;FRANCISCO'S BUMPER TO BUMPER INC,#1-CIP-PATROL CARS-POL,215; GALLS PARENT HOLDINGS, LLC, UNIFORMS POL, 334.84; GREAT AMERICA FINANCIAL SERVICES CORPORATION,CONT. SRVCS.,162.94;HD SUPPLY INC,DEPT SUP,1914.22;HEARTLAND EXPRESSWAY ASSOCIATION, 2026 MEMBERSHIP RENEWAL, 5196.96; HOWE HUNTER,REIMBURSEMENTFORFUELTRAVELTOHAZMATSSCHOOL,79.15;HULLINGER GLASS & LOCKS INC.,ALARM LOCK KEYPADS (2),3044.25;IDEAL LAUNDRY AND CLEANERS, INC.,JAN. SUP.,1066.7;INDEPENDENT PLUMBING AND HEATING, INC, GROUND MAINT PARK, 31.69; INTERNAL REVENUE SERVICE, WITHHOLDINGS, 87210.72;INTRALINKS, INC,PROF SERV - DEC 2025,10646.3; INVENTIVE WIRELESS OF NE,LLC,INTERNET,72.32;JAREDKEMBEL,BLDGMMAINTPD,1464;JOHNSENCORROSION ENGINERING, INC, CONTRACTUAL SVC, 13375; KEEP SCOTTSBLUFF GERING BEAUTIFUL,CONTRACTUAL SERVICES-SAN,5000;KNOW HOW LLC,DEPARTMENT SUPPLIESSAN,2510.63;KRIZDAVIS,EQUIPMAINT,219.95;LEGACYCOOPERATIVE,DIES ELFUEL-SAN,18306.51;LEXISNEXIS RISK DATA MANAGEMENT,CONSULTING-POL,206;LOGAN CONTRACTORS SUPPLY INC,2 PAILS DETACK,260;M.C. SCHAFF & ASSOCIATES, INC,PROF SERV - NOV 2025,4322;MACQUEEN EQUIPMENT INC,STRIP BROOMSFORSWEEPER,858;MARKCHRISMANTRUCKINGINC,STRUCTURES,60783.51; MARKETINGCONSULTANTS,UNIFORM&CLOTHINGSAN,214;MARQUEEBROADCAST

ING WEST INC,TRICITY SW PSA- NOV 2025,900;MATHESON TRI-GAS INC,RENT - MACHINES,51.69; MENARDS, INC,DEPT SUP,1911.02; MICHAEL B KEMBEL,BLDG MAINT-POL,-1464;MIDWEST CONNECT, LLC,UB PROCESSING - NOV 2025,4964.54; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1611;NE DEPT OF REVENUE,WITHHOLDINGS NOV 2025,25719.27;NEBRASKA MACHINERY CO,FILTRE FOR BACKHOE,74.37;NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,41784.19; NEBRASKA RURAL RADIO ASSOCIATION,TRICITY SW PSA-NOV 2025,500; NEBRASKALAND TIRE, INC,VEH MAINT-POL,942.89;NEMNICH AUTOMOTIVE,#1-CIP-PATROL CARS-POL,3015.81;NMC GROUP INC,GROUND MAINT PARK,564.34; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,DEPT SUPP CEM,799.16; NOVOTX LLC, TRAINING ZOE / ZACH D ,900; ONE CALL CONCEPTS, INC, CONTRACTUAL,30.17;O'REILLY AUTO ENTERPRISES, LLC,AIR & OIL FILTERS FOR PICKUPS,32.27;PANHANDLE AREA DEVELOPMENT DISTRICT,MEMBERSHIP,12703.68; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,277;PARADISE PUMPERS LLC, CONTRACTUAL, 750; PLATTE VALLEY BANK, HEALTH SAVINGS ACCOUNT, 16560.96;POMPSTIRESERVICEINC,DEPARTMENTSUPPLIESSAN,1778.45;POWERPLAN, EQUIP MAINT,600.29;PT HOSE AND BEARING,HOSES & TUBES FOR TAR KETTLE,146.16;QUILL CORPORATION,DEPT SUPP CC HP 202A BLK,84.59;RAILROAD MANAGEMENT CO III, LLC,RENT-LAND-SW,1294.44;REGION 22 EMERGENCY MGMT,QUARTERLY EMEGENCY MANAGEMENT FEE,10294.32;REGIONAL CARE INC,CLAIMS,62482.5;REGIONAL WEST MEDICAL CENTER,SCHOOLS & CONF-POL,40; REZPLOTSYSTEMLLC,CONTRACTUAL,21;RIDGECREST PRODUCTS INC,UNIFORMS-POL,172.85; RONNE JACKSON,PER DIEM - HAZMAT OPERATIONS SCHOOL,55; RUSSEL'SAUTOMOTIVE,VEHMAINT-POL,127.18;SMEC,EMPLOYEE DEDUCTION,75.5; SANDBERG IMPLEMENT, INC,EQUIP MAINT PARK,2508.42;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,280; SCB IBEW 1597 UNION DUES,SCB IBEW 1597 UNION DUES,431.72;SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,910;SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC,DEPARTMENT SUPPLIES-REC,1609;SET YOUR SITES INC,CONTRACTUAL,500;SHAGGY BUFFALO CARWASH LLC,VEH MAINT-POL,240;SHERIFF'S OFFICE,LEGAL FEES-POL,594.94; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES,13800;SIMON CONTRACTORS,FIX SIDEWALK IN BACK OF CITY HALL,5971.55;SOUNDSLEEPER SECURITYINC.,CONTRACTUAL-POL,14.95;TERRY D SCOTT,VEH MAINT PARK,250.51; TRANS-WEST INC,VEH MAINT ADM,65.61;U AND U TRUCKING LLC,CONTRACTUAL SERVICES-SAN,1102;UNION BANK & TRUST,RETIREMENT,61916.52;UNITED STATES WELDING,CONTRACTUALSERVICESSAN,177.36;USBANK,ELECTRICPOWER,9671.85; VERIZON COMMUNICATIONS INC,GPS SERVICE,127.6;WASH-IT LLC,EQUIP MAINT,20;WESTERN NE COMMUNITY COLLEGE,SCHOOLS & CONF-POL,30; WESTERN PATHOLOGY CONSULTANTS, INC,DRUG TESTING/DOT - NOV 2025,166;WYOMING FIRST AID & SAFETY SUPPLY, LLC,FIRST AID KIT

SUPPLIES,308.98;YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,YMCA,993;ZW USA INC,DEPT SUPP PARK,234;REFUNDS; JUSTIN STEVENS, 64.42; SAMUEL PATTISON, 4.84

Concerning the claim removed from the Consent Calendar to Intralinks in the amount of \$10,646.30, 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 Salomon moved, seconded by Council Member McKerrigan to accept Council Member Phillips' conflict of interest regarding the claim to Intralinks in the amount of \$10,646.30 and excuse him from voting, "YEAS," Stricker, Vidlak, Salomon, McKerrigan. "NAYS," None. Absent: None. Abstain: Phillips.

City Manager Spencer explained, regarding the claim to Intralinks, in addition to the \$7,525 monthly fee, there includes two data alto backup fees, twelve Microsoft 365 annual subscriptions, and a wireless access point.

Council Member Stricker made a motion to approve the claim to Intralinks in the amount of \$10,646.30. The motion was seconded by Council Member McKerrigan, "YEAS," McKerrigan, Vidlak, Salomon, and Stricker. "NAYS," None. Absent: None. Abstain: Phillips.

Finance Director, Lane Kizzire, approached to present the November 2025 Financial Report. He started by explaining on page two, Fund Equity in Cash, one item worth mentioning was the Public Safety Fund. The Police Department received two police cruisers that are included in the total, causing a negative balance, however that will change when we receive the property tax revenues. The Keno Fund shows a large change in cash due to the Midwest Theater Grant and Debt Service also shows a substantial change; this is due to payments, one of those being the payoff of the Chip Seal bond from 2020.

Regarding the Revenues to Expenditures report, it shows the General Fund in the negative which is due to the LARM payment coming out; this will be caught up with property and sales tax.

Mr. Kizzire also commented on the audit, stating field work will be done this week and everything is on schedule.

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

Regarding the agenda item of the Micro Tif application for Marcus N. Clemens for the Façade Beautification/Remodel to 1018 East Overland, Mr. Kizzire started by explaining the stipulations to qualify for a Micro Tif. The first stipulation is the application has to be for a single project. This is met as this is the only project included in the application. Secondly, the project needs to involve the repair or rehabilitation of an existing structure that has been within the city limits for at least 60 years. This requirement is met as the west building was built in 1965. Thirdly, the project area needs to be located in a blighted and substandard area, which it is. The fourth requirement is the project needs to be in a county with a population of less than 100,000; this requirement is also met. Fifth, the assessed value of the property, when the project is completed, is estimated to be no more than \$1.5M. This requirement is also met as they are projecting the value to increase to \$650,000. Lastly, if the above elements are met, the Council only has the discretion to deny the application if the application is inconsistent with the Comprehensive Plan. This project qualifies as it is consistent with the Comprehensive Plan.

Council Member Phillips moved, seconded by Council Member Stricker to approve the Micro Tif application for Marcus N. Clemens for the Façade Beautification/Remodel to 1018 East Overland (Clemens Carpet & Flooring), and authorize the Mayor to sign Resolution No. 25-12-02, "YEAS," Vidlak, Phillips, McKerrigan, Stricker, and Salomon. "NAYS," None Absent: None.

**RESOLUTION NO. 25-12-02**

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

**Recitals:**

a. On December 7, 2020, the City Council elected, by Resolution 20-12-02, to allow expedited reviews of redevelopment plans that meet the requirements in Section 18-2155(2) of the Community Development Law (NEB. REV. STAT. § 18-2101 *et seq.*).

b. Marcus N. Clemens (the “Redeveloper”) has submitted an Application for Expedited Review of Community Redevelopment Plan (the “Plan”) for the *Façade Beautification/Remodel to 1018 East Overland* (the “Project”), dated November 24, 2025. The Redeveloper has paid the application fee for the Plan.

c. The Plan proposes to redevelop an area of the City that the City Council has declared to be blighted and substandard and in need of redevelopment. The Plan includes the use of tax increment financing.

d. The City Manager and the Finance Director have conducted an expedited review of the Plan, determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law, and recommended approval of the Plan.

**Resolved:**

1. The City Council has determined that the Plan meets the requirements of Section 18-2155(2) of the Community Development Law and is consistent with the City’s Comprehensive Plan.
2. The City Council approves the Plan and the Project.
3. The City Manager and designees and the Community Redevelopment Authority are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Plan according to Section 18-2155 of the Community Development Law.
4. This Resolution shall become effective immediately upon its adoption.

**PASSED and APPROVED** on December 15, 2025

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (Seal)

Mr. Dan Windhorst, Member of West Nebraska Field of Dreams, approached Council to present a Keno Funding Request for \$20,130 for the removal and replacement of 6000 square feet of existing

turf at 1615 West 20<sup>th</sup> Street. He explained they serve approximately 1100 athletes, including coaches and assistants at the West Nebraska Field of Dreams facility, commenting the existing turf is 16-17 years old and has areas of wear where they have tried to patch with new turf, which does not work very well.

Regarding how they pay for expenses at the facility, Mr. Greg Wilburn approached explaining they sell billable hours at \$800/hour, one day a week for the entire year, garnering anywhere from \$18,000-\$24,000/per year in income, which takes care of the expenses. The facility is rented from 6:00 a.m.-9:00 p.m. every day; currently they are at 98% capacity. They also receive rent from Western Nebraska Community College totaling \$9,000 per year, however that amount will be going up next year. The college utilizes the facility during the day when no one is using it. In addition to baseball, the facility also has a golf simulator room available for membership at \$150.00 per year.

Council Member Salomon moved to approve the Keno Funding Request from the West Nebraska Field of Dreams. The motion was seconded by Council Member Phillips. "YEAS," Salomon, McKerrigan, Stricker, Vidlak, and Phillips. "NAYS," None. Absent: None.

Mr. Doug Gompert, Public Works Director, came forward to introduce the Maintenance Agreement No. 22 between the City and the Nebraska Department of Transportation. He explained this Agreement is for maintaining the highways through town and has increased from \$2,030/per lane mile to \$2,090/per lane mile, stating it will increase 3% each year for the next three years. This Agreement entails snow removal and mowing for the lane miles listed on the report.

Council Member McKerrigan made a motion, seconded by Council Member Stricker to approve Maintenance Agreement No. 22 between the City of Scottsbluff and the Nebraska Department of Transportation, and authorize the Mayor to sign the Agreement, "YEAS," Stricker, Vidlak, Salomon, Phillips, and McKerrigan. "NAYS," None. Absent: None.

Council Member Stricker moved to Remove from the Table the Employment Agreement with Kevin E. Spencer, City Manager. The motion was seconded by Council Member Salomon. "YEAS," McKerrigan, Phillips, Salomon, and Stricker. "NAYS," None. Absent: None.

Regarding the amended Employment Agreement with City Manager Kevin Spencer, Mr. Spencer highlighted the changes requested by Council starting with section 3C dealing with termination and the severance package, informing of language added to include the execution and deliverance of a general release of the City and its Council Members, officers, agents, and employees for all acts and actions during his tenure as City Manager. In addition, Mr. Spencer added, the severance package is important as it can be a protection to the City Manager, and language added includes a proration, if a lessor position is acquired during the six-month period, as outlined in the Agreement.

Legal Counsel Hadenfeldt went over other changes to the Agreement which include wording that states the City determines when the City Manager's new pay rate will start and that rate will also include any increase of compensation to other City employees based on COLA.

Upon discussion regarding pay rate, Council Member Salomon suggested Mr. Spencer receive a 5% increase, and that percentage included with the 3% COLA, that he has already received, would be a total of 8%. Council Members Stricker, McKerrigan, and Phillips, along with Mayor Vidlak were all in agreement. Mayor Vidlak added that will change the compensation amount in the Agreement to be \$175,409.05.

Council Member Salomon moved to approve the amended Employment Agreement with Kevin E. Spencer, City Manager and authorized the Mayor to sign the Agreement contingent on the changes. The motion was seconded by Council Member McKerrigan, "YEAS," Vidlak, Phillips, Stricker, McKerrigan, and Salomon. "NAYS," None. Absent: None.

Regarding the Agreement to sell City owned property located at 1502 21<sup>st</sup> Ave., Scottsbluff to Florencio Casillas and Keven Casillas, Legal Counsel Hadenfeldt explained at the last meeting Council moved to accept the offer with the caveat they change the closing date, which was accepted by Florencio and Keven Casillas. The only other change is the buyers would like to use Title Express as

the closing agent, which is not an issue.

Council Member Stricker moved, seconded by Council Member Phillips to approve the Agreement with Florencio Casillas and Keven Casillas, to sell city-owned property located at 1502 21<sup>st</sup> Ave., Scottsbluff, NE and authorize the mayor to execute the Agreement and grant City Manager Spencer the authority to reject other offers, “YEAS,” Phillips, Salomon, McKerrigan, Stricker, and Vidlak. “NAYS,” None. Absent: None.

Council introduced the Ordinance approving the sale of Tracts A & C, Wiedeman Subdivision, a replat of Tract 1, Wildy & Lana Industrial Tracts and was read by title on first reading: **AN ORDINANCE AUTHORIZING THE SALE OF TRACTS A & C WIEDEMAN SUBDIVISION, A REPLAT OF TRACT 1, WILDY & LANA INDUSTRIAL TRACTS TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA.**

Council Member Salomon moved that the Statutory Rule regarding the Ordinance approving the sale of Tracts A & C, Wiedeman Subdivision, a replat of Tract 1, Wildy & Lana Industrial Tracts to be read by title on three different days be suspended. The motion was seconded by Council Member Phillips. “YEAS,” Salomon, McKerrigan, Stricker, Vidlak, and Phillips. “NAYS,” None. Absent: None.

Council Member Phillips moved to adopt Ordinance No. 4362 authorizing the sale of Tracts A & C Wiedeman Subdivision, a Replat of Tract 1, Wildy & Lana Industrial Tracts. The motion was seconded by Council Member McKerrigan. “YEAS,” Stricker, Vidlak, Salomon, Phillips, and McKerrigan. “NAYS,” None. Absent: None.

Mr. Matt Carpenter, Parks Director, came forward to present the bid for new LED lighting for Lacy Park fields. He explained this is a Sourcewell awarded contract for equipment and turnkey installation of a new LED lighting system for all four fields at Lacy Park. The bid included the equipment of 22 70’ steel poles, crossarms, 104 LED fixtures and wireless control hub. The project was originally budgeted to come out of the Electric Fund; however, it was decided it would be better suited to be paid for out of the Capital Projects Fund. In addition, due to tariffs, the project is coming in a little over what it was budgeted for, however we do have budget authority for the increase and it will not affect any other projects.

Council Member McKerrigan made a motion, seconded by Council Member Salomon to approve awarding the bid for new LED lighting for Lacy Park fields, utilizing Sourcewell, to Techline Sports Lighting, LLC for the amount of \$704,900, “YEAS,” McKerrigan, Phillips, Vidlak, Salomon, and Stricker. “NAYS,” None. Absent: None.

Mr. Doug Gompert, Public Works Director, approached to get approval on the purchase of a 2026 Elgin Broom Bear Sweeper, for the Transportation Department. He stated we will be trading in a 2019 Sweeper receiving a \$70,000 trade making the final cost of the new sweeper \$336,555.40, coming in under the budgeted amount of \$385,000. Delivery of the equipment is anticipated for July, 2026 and staff is recommending approval.

Council Member Stricker moved, seconded by Council Member Phillips to approve the purchase of a 2026 Elgin Broom Bear Sweeper, for the Transportation Department, utilizing Sourcewell through Macqueen, for the amount of \$336,555.40 after trade, “YEAS,” Vidlak, Phillips, Stricker, McKerrigan, and Salomon. “NAYS,” None. Absent: None.

Mr. Gompert then presented the bids for a new half-ton truck for the Water Department, explaining there were a total of two bids received, however one bid did not meet the specifications of having a current Nebraska motor vehicle dealers license, so was disqualified. The remaining bid from Transwest Ford, LLC did meet all specifications and because of that, staff is recommending the approval of the bid for a half-ton truck to Transwest Ford, LLC in the amount of \$49,493.48.

Council Member McKerrigan made a motion to approve awarding the bid for a new half-ton truck, for the Water Department, to Transwest Ford, LLC for the amount of \$49,493.48. The motion was

seconded by Council Member Stricker, “YEAS,” Phillips, Salomon, McKerrigan, Stricker, and Vidlak. “NAYS,” None. Absent: None.

Parks Director, Matt Carpenter came forward regarding the bids for a new ¾ ton, 4-wheel drive truck for the Parks Department. He explained this truck will be used for snow removal and it will be replacing a 2006 model with 130,000 miles on it that will be kept in the fleet. There were three vendors that provided bids, however only two vendors provided bids that met the specifications. Staff is recommending the low bid to Transwest Ford in the amount of \$51,048.72.

Council Member Phillips made a motion, seconded by Council Member Salomon to approve awarding the bid for a new ¾ ton, 4-wheel drive truck, for the Parks Department, to Transwest Ford, LLC in the amount of \$51,048.72, “YEAS,” Salomon, McKerrigan, Stricker, Vidlak, and Phillips. “NAYS,” None. Absent: None.

Mr. Zach Glaubius, Development Services Director, approached to present the bids to demolish two dilapidated homes located at 1216 and 1220 5<sup>th</sup> Avenue. He explained there were three bids received and staff is recommending the lowest bid to Infinity Construction in the amount of \$40,050.

Council Member McKerrigan moved, seconded by Council Member Stricker to approve awarding the bid to demolish two dilapidated homes located at 1216 and 1220 5<sup>th</sup> Ave., Scottsbluff, NE to Infinity Construction for the amount of \$40,050., “YEAS,” McKerrigan, Phillips, Vidlak, Salomon, and Stricker. “NAYS,” None. Absent: None.

Under Council Reports, Mr. Spencer noted there is an LB840 Application Review meeting on Thursday at 8:00 a.m. Later that morning Heartland Express will meet. There are also webinars of Agreement overviews that staff will be attending in reference to the CDBG grant that the City was awarded recently.

Council Member Phillips moved to adjourn the meeting at 7:21 p.m. The motion was seconded by Council Member McKerrigan. “YEAS,” Vidlak, Phillips, Stricker, McKerrigan, and Salomon. “NAYS,” None. Absent: None.

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Mayor

Attest:

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City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, January 5, 2026**

**Regular Meeting**

## **Item 7.b**

**Council to acknowledge and take receipt of a liability claim from Robert Scott, 2027 Avenue E, Scottsbluff, NE. The claim will be withdrawn and 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: 12/17/2025

Date and location of Incident: 10/20/2025 at 9:58pm, 2027 AVE E, Scottsbluff, NE 69361

Claimant Name: Robert Scott Phone: 308 765-5094

Address: 2027 AVE E City: Scottsbluff State and Zip: NE, 69361

City Department Contact: Scottsbluff Police Department

Narrative of what happened: (See Attachment)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated amount of damages \$ 11,500 (attach estimates)


Attachments: Photos: usb - sent via email from bigrobSB@att1974E5.mol.com Estimates: Door \$1,000 Medical Bills: \$500.00

Witnesses: \_\_\_\_\_ Contact Information: \_\_\_\_\_

Citizen insurance information: \_\_\_\_\_

Reported by (city staff): \_\_\_\_\_

Received Date: \_\_\_\_\_

Signature of Claimant(s): 

SUBMIT TO: KIM WRIGHT, CITY CLERK, CITY OF SCOTTSBLUFF  
2525 CIRCLE DRIVE, SCOTTSBLUFF, NE 69361

**On October 20, 2025, at approximately 8:58 p.m., I was inside my residence at 2027 Ave E, Scottsbluff, Nebraska, sitting at my computer without my glasses on, when Officer Genoway of the Scottsbluff Police Department entered my home through the back door into my kitchen. The entry was made without a warrant, without knocking, without announcing presence, and without my consent, and a flashlight was shined directly into my eyes so that I was temporarily blinded and could not tell who had entered my home. No exigent circumstances or lawful justification for a warrantless entry were presented to me at the time or thereafter. This conduct constituted an unreasonable search and seizure and violated my rights under the Fourth and Fourteenth Amendments to the United States Constitution, as well as my rights under Nebraska law.**

**As a result of this incident, I suffered emotional distress, fear, loss of sense of safety in my home, and related harms, and I anticipate additional damages including expenses associated with pursuing records and protecting my rights. At this time, I am asserting a claim for \$11,500 in damages against the City of Scottsbluff arising from the actions of Officer Genoway actions.**

**Pursuant to the Political Subdivisions Tort Claims Act, this letter provides notice of the time, place, and circumstances of the occurrence and constitutes my demand for full compensation for my damages. Please treat this as a formal claim before the governing body and forward it to the appropriate officials and claims personnel for investigation and response.**

**Please provide written acknowledgment that this claim has been received, advise of any claim number assigned, and inform me of any additional forms or information you require to process this claim.**

**Sincerely,**

**Robert Scott**

**2027 Ave E**

**Scottsbluff Nebraska 69361**

# **City of Scottsbluff, Nebraska**

**Monday, January 5, 2026**

**Regular Meeting**

## **Item 7.c**

**Council to approve the appointment of Jennifer Urdiales to the LB840 Application Review Committee.**

**Staff Contact:** Kevin E Spencer



2525 Circle Drive  
Scottsbluff, NE 69361  
Phone (308) 632-4136  
Fax (308) 630-6294

## APPLICATION FOR APPOINTMENT TO A CITY BOARD

The City of Scottsbluff establishes local advisory boards, committees and commissions by ordinance or resolution. These advisory bodies are responsible for making recommendations to the City Council for consideration and final determination. Each board candidate must complete an application form. Interested residents should submit applications to the City Manager's office. The applicants are appointed by the City Manager, with the council's approval.

### Personal Information

Name: Jennifer Urdiales

Address: 2125 Ave N, Scottsbluff, NE 69361

Phone: 308-641-8013

E-Mail: jenntobeu\_06@yahoo.com

**Experience** (Attach additional documents if needed) Are you a registered voter of the City?  Yes  No

Civic Activities (including, not limited to, other board/commissions):

Leadership Scotts Bluff Class XXVIII, former Leadership Scotts Bluff Board Member (Secretary), NEXT Young Professionals Board Past Chair & former Board Member, currently serving on St Agnes Catholic School Advisory Council.

Please list skill sets and experience that would benefit the board/committee:

Experience serving on other Community boards, as listed above. I have 23 years of mortgage experience, including former supervisory positions and have spent the past 10 years managing my branch. I am also a small business owner with experience in Grant applications.

### Please indicate which boards you are interested in serving on:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Community Redevelopment Authority          | <input type="checkbox"/> Civil Service Commission            | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Business Improvement District Board        | <input type="checkbox"/> Plumbers Examining Board            | <input type="checkbox"/> Board of Adjustment |
| <input type="checkbox"/> Liquor License Holders Investigatory Board | <input checked="" type="checkbox"/> LB840 Application Review | <input type="checkbox"/> Library Board       |
| <input type="checkbox"/> Park, Cemetery, & Tree Board               | <input type="checkbox"/> LB840 Citizen Review                |  |

Have you previously served on a City Board or Committee?  Yes  No

If yes, list boards and years of service:

*Information submitted on this application is public information. I verify that the information provided is true and complete. I understand that false or misleading statements may be cause for elimination from consideration.*

Applicant Signature:

Date: 12/30/2025

**City of Scottsbluff, Nebraska**  
**Monday, January 5, 2026**  
**Regular Meeting**

**Item 7.d**

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

**Staff Contact:** Lane Kizzire



# Expense Approval Report

## By Vendor Name

Post Dates 12/17/2024 - 1/6/2025

Description (Payable)	Account Name	Amount
<b>Vendor: 08464 - 911 CUSTOM, LLC</b>		
<b>Fund: 218 - PUBLIC SAFETY</b>		
CIP-BODY ARMOR #4	DEPARTMENT SUPPLIES	4,944.00
		4,944.00
		<b>Fund 218 - PUBLIC SAFETY Total:</b>
		<b>Vendor 08464 - 911 CUSTOM, LLC Total:</b>
		<b>4,944.00</b>
<b>Vendor: 08144 - AE SERVICES, LLC</b>		
<b>Fund: 215 - SPECIAL PROJECTS</b>		
CLEVELAND FIELD LIGHTS	GRANT EXPENSE	144.00
		144.00
		<b>Fund 215 - SPECIAL PROJECTS Total:</b>
		<b>Vendor 08144 - AE SERVICES, LLC Total:</b>
		<b>144.00</b>
<b>Vendor: 09021 - AIRGAS USA, LLC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Department Supplies-SAN	DEPARTMENT SUPPLIES	56.06
		56.06
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>Vendor 09021 - AIRGAS USA, LLC Total:</b>
		<b>56.06</b>
<b>Vendor: 02118 - ANITA'S GREENSCAPING INC</b>		
<b>Fund: 111 - GENERAL</b>		
Bldg. Main.	BUILDING MAINTENANCE	390.00
		390.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>Vendor 02118 - ANITA'S GREENSCAPING INC Total:</b>
		<b>390.00</b>
<b>Vendor: 04575 - AUTOZONE STORES, INC</b>		
<b>Fund: 111 - GENERAL</b>		
BATTERY AND WIPER BLADES -.. VEHICLE MAINTENANCE		166.47
		166.47
		<b>Fund 111 - GENERAL Total:</b>
		<b>166.47</b>
<b>Fund: 212 - STREETS</b>		
SUPP - THERMOMETER	DEPARTMENT SUPPLIES	33.29
SUPP - THERMOMETER	DEPARTMENT SUPPLIES	-33.29
		0.00
		<b>Fund 212 - STREETS Total:</b>
		<b>Vendor 04575 - AUTOZONE STORES, INC Total:</b>
		<b>166.47</b>
<b>Vendor: 00295 - B &amp; H INVESTMENTS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
BLDG MAINT-PD	BUILDING MAINTENANCE	16.00
BLDG MAINT-PD	BUILDING MAINTENANCE	16.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	43.00
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	43.00
BLDG MAINT-PD	BUILDING MAINTENANCE	29.50
BLDG MAINT-PD	BUILDING MAINTENANCE	29.50
DEPT SUPP ADM	DEPARTMENT SUPPLIES	14.50
DEPT SUPP ADM	DEPARTMENT SUPPLIES	24.00
RENT-MACH-PD	RENT-MACHINES	15.00
RENTAL REVERSE OSMOSIS	RENT-MACHINES	50.00
Dep. Sup.	DEPARTMENT SUPPLIES	117.00
		397.50
		<b>Fund 111 - GENERAL Total:</b>
		<b>397.50</b>
<b>Fund: 212 - STREETS</b>		
SUPP - WATER	DEPARTMENT SUPPLIES	24.00
SUPP - WATER	DEPARTMENT SUPPLIES	43.00
		67.00
		<b>Fund 212 - STREETS Total:</b>
		<b>67.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Department Supplies-SAN	DEPARTMENT SUPPLIES	71.50
Department Supplies-SAN	DEPARTMENT SUPPLIES	24.00

Expense Approval Report

Post Dates: 12/17/2024 - 1/6/2025

Description (Payable)	Account Name	Amount
DEPT SUP	DEPARTMENT SUPPLIES	7.25
Department Supplies-SAN	DEPARTMENT SUPPLIES	33.50
DEPT SUP	DEPARTMENT SUPPLIES	7.25
Contractual Services-SAN	CONTRACTUAL SERVICES	25.26
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 168.76</b>
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	7.25
DEPT SUP	DEPARTMENT SUPPLIES	7.25
		<b>Fund 631 - WASTEWATER Total: 14.50</b>
		<b>Vendor 00295 - B &amp; H INVESTMENTS, INC Total: 647.76</b>
<b>Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC</b>		
<b>Fund: 111 - GENERAL</b>		
Monthly Energy Bill	HEATING FUEL	502.60
Monthly Energy Bill	HEATING FUEL	368.08
Monthly Energy Bill	HEATING FUEL	105.56
Monthly Energy Bill	HEATING FUEL	368.07
Monthly Energy Bill	HEATING FUEL	481.84
Monthly Energy Bill	HEATING FUEL	555.37
Monthly Energy Bill	HEATING FUEL	128.68
Monthly Energy Bill	HEATING FUEL	40.19
		<b>Fund 111 - GENERAL Total: 2,550.39</b>
<b>Fund: 212 - STREETS</b>		
Monthly Energy Bill	HEATING FUEL	1,539.87
		<b>Fund 212 - STREETS Total: 1,539.87</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Monthly Energy Bill	HEATING FUEL	697.23
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 697.23</b>
<b>Fund: 641 - WATER</b>		
Monthly Energy Bill	HEATING FUEL	165.58
		<b>Fund 641 - WATER Total: 165.58</b>
		<b>Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total: 4,953.07</b>
<b>Vendor: 09891 - BLR c/o SIMPLIFY COMPLIANCE</b>		
<b>Fund: 111 - GENERAL</b>		
ANNUAL SUBSCRIPTION - TPFA..CONSULTING SERVICES		564.99
		<b>Fund 111 - GENERAL Total: 564.99</b>
		<b>Vendor 09891 - BLR c/o SIMPLIFY COMPLIANCE Total: 564.99</b>
<b>Vendor: 02103 - BRODART CO</b>		
<b>Fund: 111 - GENERAL</b>		
Dep. Sup.	DEPARTMENT SUPPLIES	474.58
		<b>Fund 111 - GENERAL Total: 474.58</b>
		<b>Vendor 02103 - BRODART CO Total: 474.58</b>
<b>Vendor: 10619 - BRUNGARD MELISSA</b>		
<b>Fund: 111 - GENERAL</b>		
EVID CASH-PD	MISCELLANEOUS	224.00
		<b>Fund 111 - GENERAL Total: 224.00</b>
		<b>Vendor 10619 - BRUNGARD MELISSA Total: 224.00</b>
<b>Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
Cont. Svcs.	CONTRACTUAL SERVICES	119.85
EQUIP MAINT ADM	EQUIPMENT MAINTENANCE	211.28
CONTRACTUAL-PD	CONTRACTUAL SERVICES	92.70
		<b>Fund 111 - GENERAL Total: 423.83</b>
		<b>Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total: 423.83</b>

Expense Approval Report

Post Dates: 12/17/2024 - 1/6/2025

Description (Payable)	Account Name	Amount
<b>Vendor: 07911 - CELLCO PARTNERSHIP</b>		
<b>Fund: 111 - GENERAL</b>		
CELL PHONE	CELLULAR PHONE	42.94
DECEMBER CELLULAR DATA	CELLULAR PHONE	279.50
CELL PHONES-PD	PHONE & INTERNET	1,401.79
		<b>Fund 111 - GENERAL Total:</b>
		<b>1,724.23</b>
<b>Fund: 213 - CEMETERY</b>		
CELL PHONE	PHONE & INTERNET	42.94
		<b>Fund 213 - CEMETERY Total:</b>
		<b>42.94</b>
		<b>Vendor 07911 - CELLCO PARTNERSHIP Total:</b>
		<b>1,767.17</b>
<b>Vendor: 01976 - CLARK PRINTING LLC</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	107.32
		<b>Fund 111 - GENERAL Total:</b>
		<b>107.32</b>
		<b>Vendor 01976 - CLARK PRINTING LLC Total:</b>
		<b>107.32</b>
<b>Vendor: 09824 - CORE &amp; MAIN LP</b>		
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	1,680.61
CONTRACTUAL SVC	CONTRACTUAL SERVICES	11,273.46
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>12,954.07</b>
<b>Fund: 641 - WATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	1,680.62
CONTRACTUAL SVC	CONTRACTUAL SERVICES	11,273.47
		<b>Fund 641 - WATER Total:</b>
		<b>12,954.09</b>
		<b>Vendor 09824 - CORE &amp; MAIN LP Total:</b>
		<b>25,908.16</b>
<b>Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC</b>		
<b>Fund: 111 - GENERAL</b>		
BLDG MAINT PARK	BUILDING MAINTENANCE	22.13
		<b>Fund 111 - GENERAL Total:</b>
		<b>22.13</b>
		<b>Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:</b>
		<b>22.13</b>
<b>Vendor: 09767 - CROELL INC</b>		
<b>Fund: 641 - WATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	439.51
DEPT SUP	DEPARTMENT SUPPLIES	394.83
		<b>Fund 641 - WATER Total:</b>
		<b>834.34</b>
		<b>Vendor 09767 - CROELL INC Total:</b>
		<b>834.34</b>
<b>Vendor: 08801 - DANIEL P BRENNAN</b>		
<b>Fund: 212 - STREETS</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	-65.31
		<b>Fund 212 - STREETS Total:</b>
		<b>-65.31</b>
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	-65.30
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>-65.30</b>
<b>Fund: 641 - WATER</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	-65.31
		<b>Fund 641 - WATER Total:</b>
		<b>-65.31</b>
		<b>Vendor 08801 - DANIEL P BRENNAN Total:</b>
		<b>-195.92</b>
<b>Vendor: 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE</b>		
<b>Fund: 111 - GENERAL</b>		
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

Expense Approval Report

Post Dates: 12/17/2024 - 1/6/2025

Description (Payable)	Account Name	Amount
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
<b>Fund 111 - GENERAL Total:</b>		<b>40.89</b>
<b>Fund: 212 - STREETS</b>		
Monthly Long Distance	PHONE & INTERNET	6.58
<b>Fund 212 - STREETS Total:</b>		<b>6.58</b>
<b>Fund: 213 - CEMETERY</b>		
Monthly Long Distance	PHONE & INTERNET	0.94
<b>Fund 213 - CEMETERY Total:</b>		<b>0.94</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
Monthly Long Distance	PHONE & INTERNET	0.47
<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>		<b>0.47</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Monthly Long Distance	PHONE & INTERNET	1.89
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>1.89</b>
<b>Fund: 631 - WASTEWATER</b>		
Monthly Long Distance	PHONE & INTERNET	1.89
<b>Fund 631 - WASTEWATER Total:</b>		<b>1.89</b>
<b>Fund: 641 - WATER</b>		
Monthly Long Distance	PHONE & INTERNET	1.89
<b>Fund 641 - WATER Total:</b>		<b>1.89</b>
<b>Fund: 661 - STORMWATER</b>		
Monthly Long Distance	PHONE & INTERNET	0.47
<b>Fund 661 - STORMWATER Total:</b>		<b>0.47</b>
<b>Fund: 721 - GIS SERVICES</b>		
Monthly Long Distance	PHONE & INTERNET	0.47
<b>Fund 721 - GIS SERVICES Total:</b>		<b>0.47</b>
<b>Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total:</b>		<b>55.49</b>
<b>Vendor: 06876 - DELL MARKETING LP</b>		
<b>Fund: 218 - PUBLIC SAFETY</b>		
CIP-TECH #12-PD	DEPARTMENT SUPPLIES	18,783.60
<b>Fund 218 - PUBLIC SAFETY Total:</b>		<b>18,783.60</b>
<b>Vendor 06876 - DELL MARKETING LP Total:</b>		<b>18,783.60</b>
<b>Vendor: 09692 - DOOLEY OIL INC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	937.65
EQUIP MAINT	EQUIPMENT MAINTENANCE	109.36
EQUIP MAINT	EQUIPMENT MAINTENANCE	35.34
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>1,082.35</b>
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	937.66
EQUIP MAINT	EQUIPMENT MAINTENANCE	109.37
EQUIP MAINT	EQUIPMENT MAINTENANCE	35.34
<b>Fund 631 - WASTEWATER Total:</b>		<b>1,082.37</b>
<b>Vendor 09692 - DOOLEY OIL INC Total:</b>		<b>2,164.72</b>
<b>Vendor: 10279 - EAKES INC</b>		
<b>Fund: 111 - GENERAL</b>		
Dep. Sup.	DEPARTMENT SUPPLIES	89.98
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	90.30
DEPT SUPP ADM	DEPARTMENT SUPPLIES	10.59
DEPT SUPP CC	DEPARTMENT SUPPLIES	9.99

Expense Approval Report

Post Dates: 12/17/2024 - 1/6/2025

Description (Payable)	Account Name	Amount
DEPT SUPP DS	DEPARTMENT SUPPLIES	151.20
		Fund 111 - GENERAL Total: 352.06
		Vendor 10279 - EAKES INC Total: 352.06
<b>Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	216.00
		Fund 641 - WATER Total: 216.00
		Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total: 216.00
<b>Vendor: 00222 - FARMERS IRRIGATION DISTRICT</b>		
<b>Fund: 111 - GENERAL</b>		
2025 O&M ASSESSMENT	CONTRACTUAL SERVICES	2,730.00
		Fund 111 - GENERAL Total: 2,730.00
		Vendor 00222 - FARMERS IRRIGATION DISTRICT Total: 2,730.00
<b>Vendor: 00548 - FEDERAL EXPRESS CORPORATION</b>		
<b>Fund: 641 - WATER</b>		
POSTAGE	POSTAGE	48.27
		Fund 641 - WATER Total: 48.27
		Vendor 00548 - FEDERAL EXPRESS CORPORATION Total: 48.27
<b>Vendor: 10610 - FIELDTURF USA INC</b>		
<b>Fund: 215 - SPECIAL PROJECTS</b>		
PICKETBALL COURT	GRANT EXPENSE	56,106.93
		Fund 215 - SPECIAL PROJECTS Total: 56,106.93
		Vendor 10610 - FIELDTURF USA INC Total: 56,106.93
<b>Vendor: 05737 - FLAGSHIP PUBLISHING INC</b>		
<b>Fund: 111 - GENERAL</b>		
Sbscrp.	SUBSCRIPTIONS	52.00
		Fund 111 - GENERAL Total: 52.00
		Vendor 05737 - FLAGSHIP PUBLISHING INC Total: 52.00
<b>Vendor: 10330 - GERING MULITPURPOSE SENIOR CENTER</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	1,000.00
		Fund 111 - GENERAL Total: 1,000.00
		Vendor 10330 - GERING MULITPURPOSE SENIOR CENTER Total: 1,000.00
<b>Vendor: 10621 - GORSUCH AND SONS INC</b>		
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	69.55
		Fund 631 - WASTEWATER Total: 69.55
<b>Fund: 641 - WATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	69.55
		Fund 641 - WATER Total: 69.55
		Vendor 10621 - GORSUCH AND SONS INC Total: 139.10
<b>Vendor: 10136 - GREENING ENTERPRISES INC.</b>		
<b>Fund: 225 - MUTUAL FIRE</b>		
DUAL-CERTIFIED PROTECTIVE ...	DEPARTMENT SUPPLIES	995.84
		Fund 225 - MUTUAL FIRE Total: 995.84
		Vendor 10136 - GREENING ENTERPRISES INC. Total: 995.84
<b>Vendor: 10540 - GURROLA JUDY V</b>		
<b>Fund: 111 - GENERAL</b>		
CONSULTING-PD	CONSULTING SERVICES	35.00
CONSULTING-PD	CONSULTING SERVICES	35.00
		Fund 111 - GENERAL Total: 70.00
		Vendor 10540 - GURROLA JUDY V Total: 70.00

Expense Approval Report

Post Dates: 12/17/2024 - 1/6/2025

Description (Payable)	Account Name	Amount
<b>Vendor: 09589 - HEARTLAND EXPRESSWAY ASSOCIATION</b>		
Fund: 111 - GENERAL		
2025 MEMBERSHIP RENEWAL	MEMBERSHIPS	5,196.96
		<b>Fund 111 - GENERAL Total: 5,196.96</b>
		<b>Vendor 09589 - HEARTLAND EXPRESSWAY ASSOCIATION Total: 5,196.96</b>
<b>Vendor: 05667 - HOA SOLUTIONS, INC</b>		
Fund: 631 - WASTEWATER		
EQUIPMENT	EQUIPMENT	8,782.00
EQUIP MAINT	EQUIPMENT MAINTENANCE	5,684.00
EQUIP MAINT	EQUIPMENT MAINTENANCE	4,732.00
		<b>Fund 631 - WASTEWATER Total: 19,198.00</b>
Fund: 641 - WATER		
EQUIPMENT	EQUIPMENT MAINTENANCE	2,435.00
		<b>Fund 641 - WATER Total: 2,435.00</b>
		<b>Vendor 05667 - HOA SOLUTIONS, INC Total: 21,633.00</b>
<b>Vendor: 09305 - HONEY WAGON EXPRESS</b>		
Fund: 111 - GENERAL		
CONTRACTUAL PARK	CONTRACTUAL SERVICES	225.00
		<b>Fund 111 - GENERAL Total: 225.00</b>
		<b>Vendor 09305 - HONEY WAGON EXPRESS Total: 225.00</b>
<b>Vendor: 10620 - HOWE HUNTER</b>		
Fund: 111 - GENERAL		
NATIONAL REGISTRY OF EMTS ..	MEMBERSHIPS	104.00
		<b>Fund 111 - GENERAL Total: 104.00</b>
		<b>Vendor 10620 - HOWE HUNTER Total: 104.00</b>
<b>Vendor: 09291 - INGRAM LIBRARY SERVICES INC</b>		
Fund: 111 - GENERAL		
Coll.	COLLECTIONS	1,150.50
		<b>Fund 111 - GENERAL Total: 1,150.50</b>
		<b>Vendor 09291 - INGRAM LIBRARY SERVICES INC Total: 1,150.50</b>
<b>Vendor: 08154 - INTERNAL REVENUE SERVICE</b>		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,747.19
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	4,747.19
WITHHOLDINGS	FICA W/H EE PAYABLE	17,598.28
WITHHOLDINGS	FICA W/H EE PAYABLE	17,598.28
WITHHOLDINGS	FED W/H EE PAYABLE	28,804.65
FEDERAL WITHHOLDING UND...	FED W/H EE PAYABLE	19.69
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	5,013.42
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	5,013.42
WITHHOLDINGS	FICA W/H EE PAYABLE	18,580.30
WITHHOLDINGS	FICA W/H EE PAYABLE	18,580.30
WITHHOLDINGS	FED W/H EE PAYABLE	30,945.73
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total: 151,648.45</b>
		<b>Vendor 08154 - INTERNAL REVENUE SERVICE Total: 151,648.45</b>
<b>Vendor: 10614 - JEO CONSULTING GROUP</b>		
Fund: 215 - SPECIAL PROJECTS		
PROFESSIONAL SERVICES	GRANT EXPENSE	2,265.00
		<b>Fund 215 - SPECIAL PROJECTS Total: 2,265.00</b>
		<b>Vendor 10614 - JEO CONSULTING GROUP Total: 2,265.00</b>
<b>Vendor: 06131 - JOHN DEERE FINANCIAL</b>		
Fund: 212 - STREETS		
CREDIT FOR BOOTS CHARGED ...	UNIFORMS & CLOTHING	-148.45
CLOTHING ALLOW FOR LEE ST...	UNIFORMS & CLOTHING	138.74
SUPP - HD ZIP TIES	DEPARTMENT SUPPLIES	10.99

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Description (Payable)	Account Name	Amount
SUPP - SWIVEL PLATE CASTER	DEPARTMENT SUPPLIES	59.94
SUPP - SWIVELS AND SAFETY ...	DEPARTMENT SUPPLIES	107.70
SUPP - EYE BOLTS, ROPE CLIPS	DEPARTMENT SUPPLIES	52.43
SUPP - SWIVEL PLATES	DEPARTMENT SUPPLIES	49.99
<b>Fund 212 - STREETS Total:</b>		<b>271.34</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Uniform & Clothing-SAN	UNIFORMS & CLOTHING	189.99
Uniform & Clothing-SAN	UNIFORMS & CLOTHING	159.95
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>349.94</b>
<b>Fund: 631 - WASTEWATER</b>		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	224.95
<b>Fund 631 - WASTEWATER Total:</b>		<b>224.95</b>
<b>Fund: 641 - WATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	508.24
<b>Fund 641 - WATER Total:</b>		<b>508.24</b>
<b>Vendor 06131 - JOHN DEERE FINANCIAL Total:</b>		<b>1,354.47</b>
<b>Vendor: 08067 - JOHN DEERE FINANCIAL</b>		
<b>Fund: 212 - STREETS</b>		
CLOTHING - PANTS FOR STEVE...	UNIFORMS & CLOTHING	44.99
<b>Fund 212 - STREETS Total:</b>		<b>44.99</b>
<b>Vendor 08067 - JOHN DEERE FINANCIAL Total:</b>		<b>44.99</b>
<b>Vendor: 09474 - JOHN DEERE FINANCIAL</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,160.52
<b>Fund 111 - GENERAL Total:</b>		<b>1,160.52</b>
<b>Vendor 09474 - JOHN DEERE FINANCIAL Total:</b>		<b>1,160.52</b>
<b>Vendor: 00289 - JOHNSEN CORROSION ENGINEERING, INC</b>		
<b>Fund: 641 - WATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	13,375.00
<b>Fund 641 - WATER Total:</b>		<b>13,375.00</b>
<b>Vendor 00289 - JOHNSEN CORROSION ENGINEERING, INC Total:</b>		<b>13,375.00</b>
<b>Vendor: 07802 - KUHLMAN, BOBBI</b>		
<b>Fund: 111 - GENERAL</b>		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	127.00
<b>Fund 111 - GENERAL Total:</b>		<b>127.00</b>
<b>Vendor 07802 - KUHLMAN, BOBBI Total:</b>		<b>127.00</b>
<b>Vendor: 09746 - LEAL NOHEMI</b>		
<b>Fund: 111 - GENERAL</b>		
CONSULTING-PD	CONSULTING SERVICES	35.00
<b>Fund 111 - GENERAL Total:</b>		<b>35.00</b>
<b>Vendor 09746 - LEAL NOHEMI Total:</b>		<b>35.00</b>
<b>Vendor: 10542 - LEGACY COOPERATIVE</b>		
<b>Fund: 111 - GENERAL</b>		
Special Events-REC	SPECIAL EVENTS	18.00
<b>Fund 111 - GENERAL Total:</b>		<b>18.00</b>
<b>Vendor 10542 - LEGACY COOPERATIVE Total:</b>		<b>18.00</b>
<b>Vendor: 10618 - LOCALITY MEDIA INC</b>		
<b>Fund: 111 - GENERAL</b>		
RECORDS MANAGEMENT SYS...	CONTRACTUAL SERVICES	7,400.00
<b>Fund 111 - GENERAL Total:</b>		<b>7,400.00</b>
<b>Vendor 10618 - LOCALITY MEDIA INC Total:</b>		<b>7,400.00</b>
<b>Vendor: 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC</b>		
<b>Fund: 111 - GENERAL</b>		
CONT SER NOV 2024- TRANS (...)	CONTRACTUAL SERVICES	1,404.00

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Description (Payable)	Account Name	Amount
CONT SER NOV 2024- TRANS (... STRUCTURES		1,905.00
	<b>Fund 111 - GENERAL Total:</b>	<b>3,309.00</b>
<b>Fund: 212 - STREETS</b>		
CONT SER NOV 2024- TRANS (... CONTRACTUAL SERVICES		1,160.00
	<b>Fund 212 - STREETS Total:</b>	<b>1,160.00</b>
	<b>Vendor 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC Total:</b>	<b>4,469.00</b>
<b>Vendor: 08190 - MADISON NATIONAL LIFE</b>		
<b>Fund: 111 - GENERAL</b>		
INSURANCE	DISABILITY INSURANCE	535.72
INSURANCE	DISABILITY INSURANCE	561.86
	<b>Fund 111 - GENERAL Total:</b>	<b>1,097.58</b>
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
INSURANCE	LIFE INS EE PAYABLE	870.65
INSURANCE	DIS INC INS EE PAYABLE	469.23
INSURANCE	LIFE INS ER PAYABLE	1,080.27
	<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>	<b>2,420.15</b>
	<b>Vendor 08190 - MADISON NATIONAL LIFE Total:</b>	<b>3,517.73</b>
<b>Vendor: 10410 - MARK CHRISMAN TRUCKING INC</b>		
<b>Fund: 215 - SPECIAL PROJECTS</b>		
REPAIRS FOR AUTO ACCIDENT .. INSURED REPAIRS/REPLACE		4,562.50
	<b>Fund 215 - SPECIAL PROJECTS Total:</b>	<b>4,562.50</b>
	<b>Vendor 10410 - MARK CHRISMAN TRUCKING INC Total:</b>	<b>4,562.50</b>
<b>Vendor: 05099 - MARKETING CONSULTANTS</b>		
<b>Fund: 111 - GENERAL</b>		
JACKETS FOR ADMIN BUILDING	DEPARTMENT SUPPLIES	740.00
	<b>Fund 111 - GENERAL Total:</b>	<b>740.00</b>
	<b>Vendor 05099 - MARKETING CONSULTANTS Total:</b>	<b>740.00</b>
<b>Vendor: 10562 - MARVIN PLANNING CONSULTANTS INC</b>		
<b>Fund: 215 - SPECIAL PROJECTS</b>		
COMPREHENSIVE PLAN DEC 2... GRANT EXPENSE		9,579.75
	<b>Fund 215 - SPECIAL PROJECTS Total:</b>	<b>9,579.75</b>
	<b>Vendor 10562 - MARVIN PLANNING CONSULTANTS INC Total:</b>	<b>9,579.75</b>
<b>Vendor: 07628 - MENARDS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	68.45
DEPT SUPP PARK	DEPARTMENT SUPPLIES	95.62
DEPT SUPP PARK	DEPARTMENT SUPPLIES	23.97
BLDG MAINT PARK	BUILDING MAINTENANCE	17.94
AAA 20 PK BATTERIES - CITY H...	DEPARTMENT SUPPLIES	11.71
DEPT SUPP PARK	DEPARTMENT SUPPLIES	20.54
BLDG MAINT PARK	BUILDING MAINTENANCE	74.93
BLDG MAINT PARK	BUILDING MAINTENANCE	27.36
DEPT SUPP PARK	DEPARTMENT SUPPLIES	5.99
	<b>Fund 111 - GENERAL Total:</b>	<b>346.51</b>
<b>Fund: 212 - STREETS</b>		
SUPP - EYE BOLTS	DEPARTMENT SUPPLIES	10.38
SUPP - OIL EXTRACT. PUMP	DEPARTMENT SUPPLIES	24.99
SUPP - PVC BOX, HEX HEAD, B...	DEPARTMENT SUPPLIES	7.70
SUPP - PLUG	DEPARTMENT SUPPLIES	3.65
SUPP - PLUG & CONNECTOR	DEPARTMENT SUPPLIES	22.50
SUPP - PINS & WIRE LOCK	DEPARTMENT SUPPLIES	6.76
SUPP - FLAP DISCS	DEPARTMENT SUPPLIES	31.92
	<b>Fund 212 - STREETS Total:</b>	<b>107.90</b>
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	51.98

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Description (Payable)	Account Name	Amount
DEPT SUPP CEM	DEPARTMENT SUPPLIES	33.23
		<b>Fund 213 - CEMETERY Total: 85.21</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Department Supplies-SAN	DEPARTMENT SUPPLIES	192.97
DEPT SUP	DEPARTMENT SUPPLIES	14.32
DEPT SUP	DEPARTMENT SUPPLIES	74.99
EQUIP MAINT	EQUIPMENT MAINTENANCE	59.64
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 341.92</b>
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	14.32
DEPT SUP	DEPARTMENT SUPPLIES	75.00
DEPT SUP	DEPARTMENT SUPPLIES	377.00
DEPT SUP	DEPARTMENT SUPPLIES	19.98
DEPT SUP	DEPARTMENT SUPPLIES	494.94
DEPT SUP	DEPARTMENT SUPPLIES	752.86
EQUIP MAINT	EQUIPMENT MAINTENANCE	59.65
DEPT SUP	DEPARTMENT SUPPLIES	131.47
DEPT SUP	DEPARTMENT SUPPLIES	-24.99
		<b>Fund 631 - WASTEWATER Total: 1,900.23</b>
<b>Fund: 641 - WATER</b>		
DEPT SUP WTR	DEPARTMENT SUPPLIES	5.34
DEPT SUP	DEPARTMENT SUPPLIES	141.78
		<b>Fund 641 - WATER Total: 147.12</b>
		<b>Vendor 07628 - MENARDS, INC Total: 2,928.89</b>
<b>Vendor: 10458 - MILLER'S HEARING AID CENTERS INC</b>		
<b>Fund: 111 - GENERAL</b>		
CONSULTING-PD	CONSULTING SERVICES	50.00
		<b>Fund 111 - GENERAL Total: 50.00</b>
		<b>Vendor 10458 - MILLER'S HEARING AID CENTERS INC Total: 50.00</b>
<b>Vendor: 02569 - MUNIMETRIX SYSTEMS CORP</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL	PETTY CASH - FIN	39.99
		<b>Fund 111 - GENERAL Total: 39.99</b>
		<b>Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total: 39.99</b>
<b>Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,435.00
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY	1,435.00
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total: 2,870.00</b>
		<b>Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total: 2,870.00</b>
<b>Vendor: 00797 - NE DEPT OF REVENUE</b>		
<b>Fund: 111 - GENERAL</b>		
TAX	SALES TAX PAYABLE	59.33
		<b>Fund 111 - GENERAL Total: 59.33</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
TAX	SALES TAX PAYABLE	59.85
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 59.85</b>
<b>Fund: 631 - WASTEWATER</b>		
TAX	SALES TAX PAYABLE	16,542.07
		<b>Fund 631 - WASTEWATER Total: 16,542.07</b>
<b>Fund: 641 - WATER</b>		
TAX	SALES TAX PAYABLE	3,366.81
		<b>Fund 641 - WATER Total: 3,366.81</b>

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Description (Payable)	Account Name	Amount
<b>Fund: 661 - STORMWATER</b>		
TAX	SALES TAX PAYABLE	1,090.70
		<b>Fund 661 - STORMWATER Total: 1,090.70</b>
		<b>Vendor 00797 - NE DEPT OF REVENUE Total: 21,118.76</b>
 <b>Vendor: 01358 - NE LAW ENFORCEMENT TRAINING CENTER</b>		
<b>Fund: 111 - GENERAL</b>		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	284.00
		<b>Fund 111 - GENERAL Total: 284.00</b>
		<b>Vendor 01358 - NE LAW ENFORCEMENT TRAINING CENTER Total: 284.00</b>
 <b>Vendor: 00253 - NEBRASKA RURAL WATER ASSOCIATION</b>		
<b>Fund: 631 - WASTEWATER</b>		
MEMBERSHIPS	MEMBERSHIPS	275.00
		<b>Fund 631 - WASTEWATER Total: 275.00</b>
<b>Fund: 641 - WATER</b>		
MEMBERSHIPS	MEMBERSHIPS	275.00
		<b>Fund 641 - WATER Total: 275.00</b>
		<b>Vendor 00253 - NEBRASKA RURAL WATER ASSOCIATION Total: 550.00</b>
 <b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>		
<b>Fund: 631 - WASTEWATER</b>		
ELECTRICITY	ELECTRIC POWER	12,298.05
ELECTRICITY	ELECTRIC POWER	156.36
		<b>Fund 631 - WASTEWATER Total: 12,454.41</b>
<b>Fund: 641 - WATER</b>		
ELECTRICITY	ELECTRIC POWER	4,336.32
ELECTRICITY	ELECTRIC POWER	1,229.54
		<b>Fund 641 - WATER Total: 5,565.86</b>
		<b>Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total: 18,020.27</b>
 <b>Vendor: 10231 - NPPD</b>		
<b>Fund: 641 - WATER</b>		
STRUCTURES	STRUCTURES	22,234.00
		<b>Fund 641 - WATER Total: 22,234.00</b>
		<b>Vendor 10231 - NPPD Total: 22,234.00</b>
 <b>Vendor: 08840 - ONE CALL CONCEPTS, INC</b>		
<b>Fund: 212 - STREETS</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	65.31
CONTRACTUAL	CONTRACTUAL SERVICES	44.53
		<b>Fund 212 - STREETS Total: 109.84</b>
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	65.30
CONTRACTUAL	CONTRACTUAL SERVICES	44.53
		<b>Fund 631 - WASTEWATER Total: 109.83</b>
<b>Fund: 641 - WATER</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	65.31
CONTRACTUAL	CONTRACTUAL SERVICES	44.52
		<b>Fund 641 - WATER Total: 109.83</b>
		<b>Vendor 08840 - ONE CALL CONCEPTS, INC Total: 329.50</b>
 <b>Vendor: 09172 - O'REILLY AUTO ENTERPRISES, LLC</b>		
<b>Fund: 111 - GENERAL</b>		
VEH MAINT PARK	VEHICLE MAINTENANCE	17.93
		<b>Fund 111 - GENERAL Total: 17.93</b>
		<b>Vendor 09172 - O'REILLY AUTO ENTERPRISES, LLC Total: 17.93</b>
 <b>Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	100.00

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Description (Payable)	Account Name	Amount
SAMPLES	SAMPLES	100.00
SAMPLES	SAMPLES	175.00
<b>Fund 641 - WATER Total:</b>		<b>375.00</b>
<b>Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:</b>		<b>375.00</b>
<b>Vendor: 00017 - PANHANDLE HUMANE SOCIETY</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	6,117.05
<b>Fund 111 - GENERAL Total:</b>		<b>6,117.05</b>
<b>Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:</b>		<b>6,117.05</b>
<b>Vendor: 01276 - PLATTE VALLEY BANK</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
HEALTH SAVINGS ACCT	HSA EE PAYABLE	9,750.75
HEALTH SAVINGS ACCT	HSA EE PAYABLE	12,449.80
<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>		<b>22,200.55</b>
<b>Vendor 01276 - PLATTE VALLEY BANK Total:</b>		<b>22,200.55</b>
<b>Vendor: 10597 - PODIUM AUTOMOTIVE GROUP</b>		
<b>Fund: 111 - GENERAL</b>		
PREVENTATIVE MAINTENANCE.. VEHICLE MAINTENANCE		671.86
PREVENTATIVE MAINTENANCE.. VEHICLE MAINTENANCE		806.94
<b>Fund 111 - GENERAL Total:</b>		<b>1,478.80</b>
<b>Vendor 10597 - PODIUM AUTOMOTIVE GROUP Total:</b>		<b>1,478.80</b>
<b>Vendor: 10366 - POWER SCREENING LLC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	240.79
EQUIP MAINT	EQUIPMENT MAINTENANCE	4.55
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>245.34</b>
<b>Fund: 631 - WASTEWATER</b>		
EQUIP MAINT	EQUIPMENT MAINTENANCE	240.80
EQUIP MAINT	EQUIPMENT MAINTENANCE	4.56
<b>Fund 631 - WASTEWATER Total:</b>		<b>245.36</b>
<b>Vendor 10366 - POWER SCREENING LLC Total:</b>		<b>490.70</b>
<b>Vendor: 01356 - QUICK CARE MEDICAL SERVICES</b>		
<b>Fund: 111 - GENERAL</b>		
NEW HIRE PHYSICAL EXAM - ...	DEPARTMENT SUPPLIES	125.00
<b>Fund 111 - GENERAL Total:</b>		<b>125.00</b>
<b>Vendor 01356 - QUICK CARE MEDICAL SERVICES Total:</b>		<b>125.00</b>
<b>Vendor: 00266 - QUILL CORPORATION</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP ADM	DEPARTMENT SUPPLIES	33.74
DEPT SUPP ADM	DEPARTMENT SUPPLIES	29.90
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	28.30
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	199.70
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	16.61
DEPT SUPP ADM	DEPARTMENT SUPPLIES	24.64
<b>Fund 111 - GENERAL Total:</b>		<b>332.89</b>
<b>Vendor 00266 - QUILL CORPORATION Total:</b>		<b>332.89</b>
<b>Vendor: 06780 - RAILROAD MANAGEMENT CO III, LLC</b>		
<b>Fund: 641 - WATER</b>		
RENT - LAND	RENT-LAND	417.05
<b>Fund 641 - WATER Total:</b>		<b>417.05</b>
<b>Fund: 661 - STORMWATER</b>		
RENT - LAND	RENT-LAND	811.34
<b>Fund 661 - STORMWATER Total:</b>		<b>811.34</b>
<b>Vendor 06780 - RAILROAD MANAGEMENT CO III, LLC Total:</b>		<b>1,228.39</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION</b>		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	75,000.00
		<b>Fund 111 - GENERAL Total: 75,000.00</b>
<b>Vendor 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION Total:</b>		<b>75,000.00</b>
<b>Vendor: 10527 - ROCO RESCUE INC</b>		
Fund: 225 - MUTUAL FIRE		
RESCUE TEAM GLOVES - LARGE	DEPARTMENT SUPPLIES	95.83
		<b>Fund 225 - MUTUAL FIRE Total: 95.83</b>
<b>Vendor 10527 - ROCO RESCUE INC Total:</b>		<b>95.83</b>
<b>Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT</b>		
Fund: 641 - WATER		
ELECTRIC POWER	ELECTRIC POWER	1,701.68
		<b>Fund 641 - WATER Total: 1,701.68</b>
<b>Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:</b>		<b>1,701.68</b>
<b>Vendor: 04311 - ROSE DREW, INC</b>		
Fund: 111 - GENERAL		
AV Sup.	AUDIOVISUAL SUPPLIES	183.81
AV Sup.	AUDIOVISUAL SUPPLIES	160.06
		<b>Fund 111 - GENERAL Total: 343.87</b>
<b>Vendor 04311 - ROSE DREW, INC Total:</b>		<b>343.87</b>
<b>Vendor: 10235 - RUSSEL'S AUTOMOTIVE</b>		
Fund: 111 - GENERAL		
VEH MAINT-PD	VEHICLE MAINTENANCE	472.82
VEH MAINT-PD	VEHICLE MAINTENANCE	359.58
VEH MAINT-PD	BUILDING MAINTENANCE	40.85
		<b>Fund 111 - GENERAL Total: 873.25</b>
<b>Vendor 10235 - RUSSEL'S AUTOMOTIVE Total:</b>		<b>873.25</b>
<b>Vendor: 00026 - S M E C</b>		
Fund: 713 - CASH & INVESTMENT POOL		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	114.50
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	134.50
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total: 249.00</b>
<b>Vendor 00026 - S M E C Total:</b>		<b>249.00</b>
<b>Vendor: 10196 - SAYLER SCREENPRINTING</b>		
Fund: 111 - GENERAL		
UNIFORMS-PD	UNIFORMS & CLOTHING	127.00
UNIFORMS-PD	UNIFORMS & CLOTHING	131.00
		<b>Fund 111 - GENERAL Total: 258.00</b>
<b>Vendor 10196 - SAYLER SCREENPRINTING Total:</b>		<b>258.00</b>
<b>Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454</b>		
Fund: 713 - CASH & INVESTMENT POOL		
FIRE EE DUES	FIRE UNION DUES EE PAY	300.00
FIRE EE DUES	FIRE UNION DUES EE PAY	300.00
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total: 600.00</b>
<b>Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:</b>		<b>600.00</b>
<b>Vendor: 00734 - SCOTT WALTON</b>		
Fund: 641 - WATER		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	503.30
		<b>Fund 641 - WATER Total: 503.30</b>
<b>Vendor 00734 - SCOTT WALTON Total:</b>		<b>503.30</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 00852 - SCOTTS BLUFF COUNTY COURT</b>		
<b>Fund: 111 - GENERAL</b>		
LEGAL FEES-PD	LEGAL FEES	282.00
		<b>Fund 111 - GENERAL Total: 282.00</b>
		<b>Vendor 00852 - SCOTTS BLUFF COUNTY COURT Total: 282.00</b>
<b>Vendor: 08615 - SCOTTS BLUFF COUNTY</b>		
<b>Fund: 218 - PUBLIC SAFETY</b>		
2024 VALLEY AMBULANCE IN...	CONTRACTUAL SERVICES	5,282.22
		<b>Fund 218 - PUBLIC SAFETY Total: 5,282.22</b>
<b>Fund: 225 - MUTUAL FIRE</b>		
2024 VALLEY AMBULANCE IN...	CONTRACTUAL SERVICES	5,282.22
		<b>Fund 225 - MUTUAL FIRE Total: 5,282.22</b>
		<b>Vendor 08615 - SCOTTS BLUFF COUNTY Total: 10,564.44</b>
<b>Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
POLICE EE DUES	POL UNION DUES EE PAY	975.00
POLICE EE DUES	POL UNION DUES EE PAY	975.00
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total: 1,950.00</b>
		<b>Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total: 1,950.00</b>
<b>Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING &amp; EMBROIDERY, LLC</b>		
<b>Fund: 111 - GENERAL</b>		
UNIFORM T-SHIRTS	UNIFORMS & CLOTHING	1,310.00
UNIFORMS-PD	UNIFORMS & CLOTHING	49.00
		<b>Fund 111 - GENERAL Total: 1,359.00</b>
<b>Fund: 631 - WASTEWATER</b>		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	10.00
		<b>Fund 631 - WASTEWATER Total: 10.00</b>
		<b>Vendor 01271 - SCOTTSBLUFF SCREENPRINTING &amp; EMBROIDERY, LLC Total: 1,369.00</b>
<b>Vendor: 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE</b>		
<b>Fund: 111 - GENERAL</b>		
MEMBERSHIP	MEMBERSHIPS	6,852.00
		<b>Fund 111 - GENERAL Total: 6,852.00</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
MEMBERSHIP	MEMBERSHIPS	35.00
		<b>Fund 224 - ECONOMIC DEVELOPMENT Total: 35.00</b>
		<b>Vendor 00759 - SCOTTSBLUFF/GERING CHAMBER OF COMMERCE Total: 6,887.00</b>
<b>Vendor: 00684 - SHERIFF'S OFFICE</b>		
<b>Fund: 111 - GENERAL</b>		
LEGAL FEES-PD	LEGAL FEES	30.60
LEGAL FEES-PD	LEGAL FEES	39.00
LEGAL FEES-PD	LEGAL FEES	22.20
LEGAL FEES-PD	LEGAL FEES	26.40
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	30.60
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	22.20
LEGAL FEES-PD	LEGAL FEES	10.20
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	14.40
LEGAL FEES-PD	LEGAL FEES	9.00
LEGAL FEES-PD	LEGAL FEES	22.20
		<b>Fund 111 - GENERAL Total: 253.80</b>
		<b>Vendor 00684 - SHERIFF'S OFFICE Total: 253.80</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 00786 - SHERWIN WILLIAMS</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	22.53
GROUND MAINT PARK	GROUNDS MAINTENANCE	104.99
	<b>Fund 111 - GENERAL Total:</b>	<u>127.52</u>
	<b>Vendor 00786 - SHERWIN WILLIAMS Total:</b>	<u>127.52</u>
<b>Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.</b>		
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
CONTRACTUAL	CONTRACTUAL SERVICES	283.50
	<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>	<u>283.50</u>
	<b>Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:</b>	<u>283.50</u>
<b>Vendor: 01031 - SIMON CONTRACTORS</b>		
<b>Fund: 212 - STREETS</b>		
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	363.00
CONCRETE FOR STREET REPAIR	STREET MAINTENANCE	325.00
	<b>Fund 212 - STREETS Total:</b>	<u>688.00</u>
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	163.14
	<b>Fund 213 - CEMETERY Total:</b>	<u>163.14</u>
	<b>Vendor 01031 - SIMON CONTRACTORS Total:</b>	<u>851.14</u>
<b>Vendor: 00054 - STATE HEALTH LAB</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	267.00
	<b>Fund 641 - WATER Total:</b>	<u>267.00</u>
	<b>Vendor 00054 - STATE HEALTH LAB Total:</b>	<u>267.00</u>
<b>Vendor: 01235 - STATE OF NE.</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-PD	CONTRACTUAL SERVICES	525.00
CONTRACTUAL-PD	CONTRACTUAL SERVICES	630.00
	<b>Fund 111 - GENERAL Total:</b>	<u>1,155.00</u>
	<b>Vendor 01235 - STATE OF NE. Total:</b>	<u>1,155.00</u>
<b>Vendor: 10422 - SUNNYFRECKLES PHOTOGRAPHY</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP	DEPARTMENT SUPPLIES	225.00
	<b>Fund 111 - GENERAL Total:</b>	<u>225.00</u>
	<b>Vendor 10422 - SUNNYFRECKLES PHOTOGRAPHY Total:</b>	<u>225.00</u>
<b>Vendor: 00677 - TERRY D SCOTT</b>		
<b>Fund: 111 - GENERAL</b>		
VEH MAINT PARK	VEHICLE MAINTENANCE	130.32
	<b>Fund 111 - GENERAL Total:</b>	<u>130.32</u>
	<b>Vendor 00677 - TERRY D SCOTT Total:</b>	<u>130.32</u>
<b>Vendor: 00325 - TEXAS PNEUDRAULIC INC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Department Supplies-SAN	DEPARTMENT SUPPLIES	296.95
	<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>	<u>296.95</u>
	<b>Vendor 00325 - TEXAS PNEUDRAULIC INC Total:</b>	<u>296.95</u>
<b>Vendor: 08839 - TODD ROBERTUS</b>		
<b>Fund: 215 - SPECIAL PROJECTS</b>		
RIVERSIDE KIWANIS PLAYGRO...	GRANT EXPENSE	15,995.00
	<b>Fund 215 - SPECIAL PROJECTS Total:</b>	<u>15,995.00</u>
	<b>Vendor 08839 - TODD ROBERTUS Total:</b>	<u>15,995.00</u>
<b>Vendor: 10383 - U AND U TRUCKING LLC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Contractual Services-SAN	CONTRACTUAL SERVICES	1,102.00

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Description (Payable)	Account Name	Amount
Contractual Services-SAN	CONTRACTUAL SERVICES	1,102.00
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 2,204.00</b>
		<b>Vendor 10383 - U AND U TRUCKING LLC Total: 2,204.00</b>

**Vendor: 09865 - UNION BANK & TRUST**

**Fund: 713 - CASH & INVESTMENT POOL**

RETIREMENT	REGULAR RETIRE EE PAY	9,776.75
RETIREMENT	REGULAR RETIRE EE PAY	10,671.76
RETIREMENT	DEFERRED COMP EE PAY	2,300.00
RETIREMENT	DEFERRED COMP EE PAY	187.14
RETIREMENT	DEFERRED COMP EE PAY	852.62
RETIREMENT	RETIRE FIRE EE PAYABLE	4,265.98
RETIREMENT	RETIRE FIRE EE PAYABLE	6,005.40
RETIREMENT	RETIRE POLICE EE PAY	6,691.11
RETIREMENT	RETIRE POLICE EE PAY	7,543.06
RETIREMENT	REGULAR RETIRE EE PAY	11,306.57
RETIREMENT	REGULAR RETIRE EE PAY	10,477.99
RETIREMENT	DEFERRED COMP EE PAY	200.64
RETIREMENT	DEFERRED COMP EE PAY	902.62
RETIREMENT	DEFERRED COMP EE PAY	2,300.00
RETIREMENT	RETIRE FIRE EE PAYABLE	4,484.01
RETIREMENT	RETIRE FIRE EE PAYABLE	6,331.21
RETIREMENT	RETIRE POLICE EE PAY	7,167.24
RETIREMENT	RETIRE POLICE EE PAY	8,104.82
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total: 99,568.92</b>
		<b>Vendor 09865 - UNION BANK &amp; TRUST Total: 99,568.92</b>

**Vendor: 09840 - UNITED STATES WELDING**

**Fund: 621 - ENVIRONMENTAL SERVICES**

Contractual Services-SAN	CONTRACTUAL SERVICES	57.70
Contractual Services-SAN	CONTRACTUAL SERVICES	29.50
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 87.20</b>
		<b>Vendor 09840 - UNITED STATES WELDING Total: 87.20</b>

**Vendor: 08828 - US BANK**

**Fund: 111 - GENERAL**

KLEENEX FOR OFFICE	DEPARTMENT SUPPLIES	56.02
Department Supplies-REC	DEPARTMENT SUPPLIES	16.98
4-GAS REFERENCE CARDS - HA...	DEPARTMENT SUPPLIES	68.00
BONDS-PD	BONDING	30.00
BONDS-PD	BONDING	30.00
POSTAGE-PD	POSTAGE	30.37
Dep. Sup.	DEPARTMENT SUPPLIES	197.10
Dep. Sup.	DEPARTMENT SUPPLIES	22.00
Jan. Sup.	JANITORIAL SUPPLIES	33.92
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	400.20
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	400.20
DEPT SUPP PARK	DEPARTMENT SUPPLIES	119.98
Mbrshps.	MEMBERSHIPS	210.00
POSTAGE-PD	POSTAGE	11.65
BONDS-PD	BONDING	30.00
Prgmg.	PROGRAMMING	13.76
Prgmg.	PROGRAMMING	6.88
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	995.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	995.00
ANNUAL APA MEMBERSHIP - ...	MEMBERSHIPS	777.62
Equip.	EQUIPMENT MAINTENANCE	821.70
Equip. Main.	EQUIPMENT MAINTENANCE	46.12
GASOLINE-PD	GASOLINE	28.24
DEPT SUPPLIES	DEPARTMENT SUPPLIES	49.71
MEDICAL SUPPLIES - GLUCOSE...	DEPARTMENT SUPPLIES	131.40

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Description (Payable)	Account Name	Amount
BREAKROOM SUPPLIES	DEPARTMENT SUPPLIES	22.56
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	272.55
MEMBERSHIPS-PD	MEMBERSHIPS	50.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	500.00
BLANK PRINTER INK - FIRE PR...	DEPARTMENT SUPPLIES	33.98
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	243.92
Dep. Sup.	DEPARTMENT SUPPLIES	38.99
Dep. Sup.	DEPARTMENT SUPPLIES	69.63
ELECTRIC CHAINSAW AND CH...	DEPARTMENT SUPPLIES	344.94
GASOLINE-PD	GASOLINE	18.25
Mbrshps.	MEMBERSHIPS	60.00
Mbrshps.	MEMBERSHIPS	60.00
Equip. Main.	EQUIPMENT MAINTENANCE	227.39
EQUIP MAINT-PD	EQUIPMENT MAINTENANCE	159.70
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	115.14
GASOLINE-PD	GASOLINE	32.09
INK - GIS	DEPARTMENT SUPPLIES	962.86
INK - GIS	DEPARTMENT SUPPLIES	534.57
Dep. Sup.	DEPARTMENT SUPPLIES	191.07
DEPT SUPP PARK	DEPARTMENT SUPPLIES	451.91
INVEST SUPPL-PD	INVESTIGATIVE EXPENSES	120.84
MEDICAL SUPPLIES - IO NEEDL...	DEPARTMENT SUPPLIES	232.31
Sbscrp.	SUBSCRIPTIONS	325.00
CLOTHING PARK	UNIFORMS & CLOTHING	132.99
DEPT SUPPL-PD	DEPARTMENT SUPPLIES	29.53
BONDS-PD	BONDING	30.00
DEPT SUPPLIES - DS	DEPARTMENT SUPPLIES	189.99
BONDS-PD	BONDING	30.00
SCHOOL & TRAINING PARK	SCHOOL & CONFERENCE	95.00
SCHOOL & CONF PARK	SCHOOL & CONFERENCE	190.00
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	495.00
Prgmg.	PROGRAMMING	167.50
Prgmg.	PROGRAMMING	9.99
Sbscrp.	SUBSCRIPTIONS	74.90
Prgmg.	PROGRAMMING	92.76
HOTEL RESERVATION HOLD C...	SCHOOL & CONFERENCE	74.90
<b>Fund 111 - GENERAL Total:</b>		<b>12,202.11</b>
<b>Fund: 212 - STREETS</b>		
SUPP - OFFICE PLANNER	DEPARTMENT SUPPLIES	38.99
SUPP - HEX NUTS & BOLTS	DEPARTMENT SUPPLIES	49.29
SUPP - BATT, DESK PHONE, DE...	DEPARTMENT SUPPLIES	84.95
<b>Fund 212 - STREETS Total:</b>		<b>173.23</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Department Supplies-SAN	DEPARTMENT SUPPLIES	36.99
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>36.99</b>
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	14.93
<b>Fund 631 - WASTEWATER Total:</b>		<b>14.93</b>
<b>Vendor 08828 - US BANK Total:</b>		<b>12,427.26</b>
<b>Vendor: 00022 - WALMART</b>		
<b>Fund: 111 - GENERAL</b>		
Prgmg.	PROGRAMMING	39.76
DRINKING WATER	DEPARTMENT SUPPLIES	26.80
Prgmg.	PROGRAMMING	448.00
Prgmg.	PROGRAMMING	114.40
BLOOD GLUCOSE TEST STRIPS...	DEPARTMENT SUPPLIES	23.98
Prgmg.	PROGRAMMING	24.74
<b>Fund 111 - GENERAL Total:</b>		<b>677.68</b>

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Description (Payable)	Account Name	Amount
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	321.44
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	102.84
		<b>Fund 631 - WASTEWATER Total: 424.28</b>
		<b>Vendor 00022 - WALMART Total: 1,101.96</b>
<b>Vendor: 00335 - WESTERN NEBRASKA HUMAN RESOURCE MANAGEMENT</b>		
<b>Fund: 111 - GENERAL</b>		
2025 CHAPTER MEMBERSHIP	MEMBERSHIPS	50.00
		<b>Fund 111 - GENERAL Total: 50.00</b>
		<b>Vendor 00335 - WESTERN NEBRASKA HUMAN RESOURCE MANAGEMENT Total: 50.00</b>
<b>Vendor: 08851 - WHITING SIGNS</b>		
<b>Fund: 111 - GENERAL</b>		
VEH MAINT-PD	VEHICLE MAINTENANCE	8.00
		<b>Fund 111 - GENERAL Total: 8.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	5.00
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 5.00</b>
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	DEPARTMENT SUPPLIES	5.00
		<b>Fund 631 - WASTEWATER Total: 5.00</b>
		<b>Vendor 08851 - WHITING SIGNS Total: 18.00</b>
<b>Vendor: 09559 - WILSON T RONALD</b>		
<b>Fund: 111 - GENERAL</b>		
SCHOOLS & CONF-PD	SCHOOL & CONFERENCE	127.00
		<b>Fund 111 - GENERAL Total: 127.00</b>
		<b>Vendor 09559 - WILSON T RONALD Total: 127.00</b>
<b>Vendor: 00876 - WINTER CREEK CANAL COMPANY</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
ACRES	POST CLOSURE CARE	3,587.50
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 3,587.50</b>
		<b>Vendor 00876 - WINTER CREEK CANAL COMPANY Total: 3,587.50</b>
<b>Vendor: 03709 - WYOMING CHILD SUPPORT ENFORCEMENT</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
CHILD SUPPORT	CHILD SUPPORT EE PAY	738.08
CHILD SUPPORT	CHILD SUPPORT EE PAY	738.08
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total: 1,476.16</b>
		<b>Vendor 03709 - WYOMING CHILD SUPPORT ENFORCEMENT Total: 1,476.16</b>
<b>Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
YMCA	YMCA PAY EE	987.00
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total: 987.00</b>
		<b>Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total: 987.00</b>
<b>Vendor: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	31.17
BLDG MAINT PARK	BUILDING MAINTENANCE	17.88
BLDG MAINT PARK	BUILDING MAINTENANCE	26.67
DEPT SUPP PARK	DEPARTMENT SUPPLIES	3.90
		<b>Fund 111 - GENERAL Total: 79.62</b>
		<b>Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total: 79.62</b>
		<b>Grand Total: 695,521.78</b>

## Report Summary

### Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	140,709.62	1,156.91
212 - STREETS	4,103.44	65.31
213 - CEMETERY	292.23	0.00
215 - SPECIAL PROJECTS	88,653.18	0.00
218 - PUBLIC SAFETY	29,009.82	0.00
224 - ECONOMIC DEVELOPMENT	318.97	0.00
225 - MUTUAL FIRE	6,373.89	0.00
621 - ENVIRONMENTAL SERVICES	9,220.98	59.85
631 - WASTEWATER	65,461.14	16,607.37
641 - WATER	65,505.30	3,432.12
661 - STORMWATER	1,902.51	1,090.70
713 - CASH & INVESTMENT POOL	283,970.23	283,950.54
721 - GIS SERVICES	0.47	0.00
<b>Grand Total:</b>	<b>695,521.78</b>	<b>306,362.80</b>

### Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-11101	PETTY CASH - FIN	39.99	0.00
111-21311	SALES TAX PAYABLE	59.33	59.33
111-51281-141	DISABILITY INSURANCE	535.72	535.72
111-51281-142	DISABILITY INSURANCE	561.86	561.86
111-52111-111	DEPARTMENT SUPPLIES	1,124.69	0.00
111-52111-115	DEPARTMENT SUPPLIES	234.99	0.00
111-52111-121	DEPARTMENT SUPPLIES	1,838.62	0.00
111-52111-141	DEPARTMENT SUPPLIES	986.41	0.00
111-52111-142	DEPARTMENT SUPPLIES	494.66	0.00
111-52111-151	DEPARTMENT SUPPLIES	1,200.35	0.00
111-52111-171	DEPARTMENT SUPPLIES	844.06	0.00
111-52111-172	DEPARTMENT SUPPLIES	16.98	0.00
111-52121-151	JANITORIAL SUPPLIES	33.92	0.00
111-52134-172	SPECIAL EVENTS	18.00	0.00
111-52163-142	INVESTIGATIVE EXPENSES	120.84	0.00
111-52181-141	UNIFORMS & CLOTHING	1,310.00	0.00
111-52181-142	UNIFORMS & CLOTHING	307.00	0.00
111-52181-171	UNIFORMS & CLOTHING	132.99	0.00
111-52221-151	AUDIOVISUAL SUPPLIES	343.87	0.00
111-52222-151	COLLECTIONS	1,150.50	0.00
111-52223-151	PROGRAMMING	917.79	0.00
111-52225-151	SUBSCRIPTIONS	451.90	0.00
111-52311-112	MEMBERSHIPS	50.00	0.00
111-52311-114	MEMBERSHIPS	12,048.96	0.00
111-52311-121	MEMBERSHIPS	777.62	0.00
111-52311-141	MEMBERSHIPS	104.00	0.00
111-52311-142	MEMBERSHIPS	50.00	0.00
111-52311-151	MEMBERSHIPS	330.00	0.00
111-52411-142	POSTAGE	42.02	0.00
111-52511-142	GASOLINE	78.58	0.00
111-52999-142	MISCELLANEOUS	224.00	0.00
111-53111-121	CONTRACTUAL SERVICES	1,404.00	0.00
111-53111-141	CONTRACTUAL SERVICES	7,400.00	0.00
111-53111-142	CONTRACTUAL SERVICES	7,364.75	0.00
111-53111-151	CONTRACTUAL SERVICES	119.85	0.00
111-53111-171	CONTRACTUAL SERVICES	2,955.00	0.00
111-53111-172	CONTRACTUAL SERVICES	76,000.00	0.00
111-53121-112	CONSULTING SERVICES	564.99	0.00
111-53121-142	CONSULTING SERVICES	155.00	0.00
111-53211-142	LEGAL FEES	535.80	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53421-141	BUILDING MAINTENANCE	45.50	0.00
111-53421-142	BUILDING MAINTENANCE	86.35	0.00
111-53421-151	BUILDING MAINTENANCE	390.00	0.00
111-53421-171	BUILDING MAINTENANCE	186.91	0.00
111-53441-111	EQUIPMENT MAINTENA...	211.28	0.00
111-53441-142	EQUIPMENT MAINTENA...	359.40	0.00
111-53441-151	EQUIPMENT MAINTENA...	1,095.21	0.00
111-53441-171	EQUIPMENT MAINTENA...	1,160.52	0.00
111-53451-141	VEHICLE MAINTENANCE	1,645.27	0.00
111-53451-142	VEHICLE MAINTENANCE	840.40	0.00
111-53451-171	VEHICLE MAINTENANCE	148.25	0.00
111-53471-171	GROUNDS MAINTENAN...	104.99	0.00
111-53521-111	HEATING FUEL	502.60	0.00
111-53521-141	HEATING FUEL	368.08	0.00
111-53521-142	HEATING FUEL	473.63	0.00
111-53521-151	HEATING FUEL	481.84	0.00
111-53521-171	HEATING FUEL	555.37	0.00
111-53521-172	HEATING FUEL	168.87	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	1,421.53	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	279.50	0.00
111-53571-171	CELLULAR PHONE	42.94	0.00
111-53631-111	RENT-MACHINES	50.00	0.00
111-53631-142	RENT-MACHINES	15.00	0.00
111-53711-141	SCHOOL & CONFERENCE	74.90	0.00
111-53711-142	SCHOOL & CONFERENCE	4,711.09	0.00
111-53711-171	SCHOOL & CONFERENCE	285.00	0.00
111-53811-142	BONDING	150.00	0.00
111-54311-151	STRUCTURES	1,905.00	0.00
212-52111-212	DEPARTMENT SUPPLIES	629.18	0.00
212-52181-212	UNIFORMS & CLOTHING	35.28	0.00
212-53111-212	CONTRACTUAL SERVICES	1,204.53	65.31
212-53491-212	STREET MAINTENANCE	688.00	0.00
212-53521-212	HEATING FUEL	1,539.87	0.00
212-53561-212	PHONE & INTERNET	6.58	0.00
213-52111-213	DEPARTMENT SUPPLIES	248.35	0.00
213-53561-213	PHONE & INTERNET	43.88	0.00
215-52931-111	INSURED REPAIRS/REPL...	4,562.50	0.00
215-54991-113	GRANT EXPENSE	84,090.68	0.00
218-52111-142	DEPARTMENT SUPPLIES	23,727.60	0.00
218-53111-142	CONTRACTUAL SERVICES	5,282.22	0.00
224-52311-114	MEMBERSHIPS	35.00	0.00
224-53111-114	CONTRACTUAL SERVICES	283.50	0.00
224-53561-113	PHONE & INTERNET	0.47	0.00
225-52111-141	DEPARTMENT SUPPLIES	1,091.67	0.00
225-53111-000	CONTRACTUAL SERVICES	5,282.22	0.00
621-21311	SALES TAX PAYABLE	59.85	59.85
621-52111-621	DEPARTMENT SUPPLIES	815.78	0.00
621-52181-621	UNIFORMS & CLOTHING	349.94	0.00
621-53111-621	CONTRACTUAL SERVICES	2,321.46	0.00

**Account Summary**

Account Number	Account Name	Expense Amount	Payment Amount
621-53194-621	POST CLOSURE CARE	3,587.50	0.00
621-53441-621	EQUIPMENT MAINTENA...	1,387.33	0.00
621-53521-621	HEATING FUEL	697.23	0.00
621-53561-621	PHONE & INTERNET	1.89	0.00
631-21311	SALES TAX PAYABLE	16,542.07	16,542.07
631-52111-631	DEPARTMENT SUPPLIES	2,266.00	0.00
631-52181-631	UNIFORMS & CLOTHING	337.79	0.00
631-52311-631	MEMBERSHIPS	275.00	0.00
631-53111-631	CONTRACTUAL SERVICES	12,998.60	65.30
631-53441-631	EQUIPMENT MAINTENA...	11,803.38	0.00
631-53531-631	ELECTRIC POWER	12,454.41	0.00
631-53561-631	PHONE & INTERNET	1.89	0.00
631-54411-631	EQUIPMENT	8,782.00	0.00
641-21311	SALES TAX PAYABLE	3,366.81	3,366.81
641-52111-641	DEPARTMENT SUPPLIES	1,559.25	0.00
641-52117-641	SAMPLES	858.00	0.00
641-52311-641	MEMBERSHIPS	275.00	0.00
641-52411-641	POSTAGE	48.27	0.00
641-53111-641	CONTRACTUAL SERVICES	26,876.91	65.31
641-53441-641	EQUIPMENT MAINTENA...	2,435.00	0.00
641-53521-641	HEATING FUEL	165.58	0.00
641-53531-641	ELECTRIC POWER	7,267.54	0.00
641-53561-641	PHONE & INTERNET	1.89	0.00
641-53611-641	RENT-LAND	417.05	0.00
641-54311-641	STRUCTURES	22,234.00	0.00
661-21311	SALES TAX PAYABLE	1,090.70	1,090.70
661-53561-661	PHONE & INTERNET	0.47	0.00
661-53611-661	RENT-LAND	811.34	0.00
713-21512	MEDICARE W/H EE PAY...	19,521.22	19,521.22
713-21513	FICA W/H EE PAYABLE	72,357.16	72,357.16
713-21514	FED W/H EE PAYABLE	59,770.07	59,750.38
713-21517	POL UNION DUES EE PAY	1,950.00	1,950.00
713-21518	FIRE UNION DUES EE PAY	600.00	600.00
713-21523	LIFE INS EE PAYABLE	870.65	870.65
713-21524	SMEC EE PAYABLE	249.00	249.00
713-21528	REGULAR RETIRE EE PAY	42,233.07	42,233.07
713-21529	DEFERRED COMP EE PAY	6,743.02	6,743.02
713-21531	RETIRE FIRE EE PAYABLE	21,086.60	21,086.60
713-21533	RETIRE POLICE EE PAY	29,506.23	29,506.23
713-21534	DIS INC INS EE PAYABLE	469.23	469.23
713-21539	CHILD SUPPORT EE PAY	4,346.16	4,346.16
713-21540	YMCA PAY EE	987.00	987.00
713-21541	HSA EE PAYABLE	22,200.55	22,200.55
713-21723	LIFE INS ER PAYABLE	1,080.27	1,080.27
721-53561-721	PHONE & INTERNET	0.47	0.00
	<b>Grand Total:</b>	<b>695,521.78</b>	<b>306,362.80</b>

**Project Account Summary**

Project Account Key	Expense Amount	Payment Amount
**None**	536,206.63	306,362.80
1420152999142	224.00	0.00
2147853111	75,000.00	0.00
5001043105	72,245.93	0.00
5001054991	11,844.75	0.00
6002053561	0.47	0.00
	<b>Grand Total:</b>	<b>695,521.78</b>

UTILITY REFUNDS 1-5-2026

Account #	Contact	Service Address	Refund Amount
020-3947-09	TONIA WALKER	2111 AVE G SCOTTSBLUFF NE 69361	17.66
045-1127-12	CLYDE ZEIGLER	1415 E 15TH ST SCOTTSBLUFF NE 69361	21.28
060-0777-18	SANTANA RED FEATHER	611 E 17TH ST SCOTTSBLUFF NE 69361	65.48
			\$104.42
3			

# **City of Scottsbluff, Nebraska**

**Monday, January 5, 2026**

**Regular Meeting**

## **Item 8.a**

**Council to conduct a public hearing set for this date at 6:00 p.m. to receive information regarding the Class CK Liquor License for Green & Tangled, LLC d/b/a The Tangled Tumbleweed, 1823 Ave. A, Scottsbluff, NE.**

**Staff Contact:** Kimberley Wright

**Agenda Statement**

Item No.

For meeting of: January 5, 2026

**AGENDA TITLE:** Council to hold a public hearing as advertised for this date at 6:00 p.m. for a Class CK Liquor License for Green & Tangled, LLC d/b/a The Tangled Tumbleweed, 1823 Avenue A, Scottsbluff, NE.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Administration

**PRESENTATION BY:** Applicant

**SUMMARY EXPLANATION:**

**BOARD/COMMISSION RECOMMENDATION:**

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

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**EXHIBITS**

Resolution       Ordinance       Contract       Minutes       Plan/Map

Other (specify)       Application, Memorandums, Exhibits

Exhibit #1 – Application of Green & Tangled, LLC d/b/a The Tangled Tumbleweed, 1823 Avenue A, Scottsbluff, NE.

Exhibit #2 – City Council Check List for Neb. Rev. Stat. §53-132 Cum Supp 2022

Exhibit #3 – Written Statement of Police Chief

Exhibit #4 – Written Statement of City Clerk

Exhibit #5 – Written Statement of Development Services

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**NOTIFICATION LIST:** Yes  No  Further Instructions

Ronetta Green  
2220 Saddle Drive  
Gering, NE 69341

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager



# Nebraska Liquor Control

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

## Application Copy

File Number: 139767

LICENSE TYPE <b>Exhibit 1</b> Class C Beer, Wine, Spirits On and Off Sale	APPLICATION DATE RECEIVED 2025-11-22
---	---

### SECONDARY LICENSE(S)

NAME	DESCRIPTION
Catering (Secondary License)	Catering - This is a secondary license that allows a licensee to submit an application for a Special Designated License event without an additional fee to the state.

LICENSEE LEGAL NAME Green & Tangled, LLC	LICENSEE TYPE Corporation
---	------------------------------

DOING BUSINESS AS The Tangled Tumbleweed	CORPORATE NUMBER 39-4909074
---	--------------------------------

INCORPORATION DATE 2025-10-20	
----------------------------------	--

CORRESPONDENCE ADDRESS 1823 Avenue A Scottsbluff, NE 69361
--

MAILING ADDRESS 1823 Avenue A Scottsbluff, NE 69361
---

PHYSICAL ADDRESS 1823 Avenue A Scottsbluff, NE 69361
--

CONTACT NAME

Ronetta Green

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(308) 672-3854

ALTERNATE PHONE

FAX

EMAIL

greentangled2025@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Keaton Green	Member	Green & Tangled	33
Jennifer Green	Member	Green & Tangled	34
Hayden Green	President	Green & Tangled	33

ADDITIONAL INFORMATION

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Bar/Lounge (on prem)

PREMISES NAME

The Tangled Tumbleweed

OPERATOR

Ronetta Green, Hayden Green,  
Keaton Green, Jennifer Green

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Own

PHYSICAL ADDRESS

1823 Avenue A  
Scottsbluff, NE 69361

MAILING ADDRESS

CONTACT NAME

Ronetta Green

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(308) 672-3854

ALTERNATE PHONE

FAX

EMAIL

greentangled2025@gmail.com

PREMISES MANAGER

Ronetta Green

PREMISES MANAGER EMAIL

rmgreen54@gmail.com

QUESTIONS

**Class C Beer, Wine, Spirits On a**

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

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION.

Yes

(document uploaded)

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) \*Not square feet\*  
A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

L65', W30'4" sketch of building sent to commission

3. 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

Patio L24'6", W12'4", L44'6", W20", sketch sent to commission

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

No

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

one-main floor

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

No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.

No

9. What date do you intend to open for business?

02/01/2026

10 What are the anticipated hours of operation?

Thursday 4 pm-11pm, Friday 4 pm-11pm, Saturday 4 pm-11 pm

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

Yes

Platte Valley Bank

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

No

13 Is anyone listed on this application a law enforcement officer?

No

14 What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Platte Valley Bank

Ronetta Green, Keaton Green, Hayden Green, Jennifer Green

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

Ronetta Green-prior owner of The Tangled Tumbleweed

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

No

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

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

Ronetta Green, The Tangled Tumbleweed, Scottsbluff, NE-sold business

20 Has the premises location been previously licensed within the last 2 years?

Yes

21 Are you applying for a Temporary Operating Permit?

No

22 Is your lease or deed for the premises to be licensed in the name of the applicant, i.e., the LLC, Corporation or Individual. If you own the property in your personal name, but are applying as a LLC or Corporation, you will need to lease the property to your LLC or Corporation.

Yes

23 If applying as a LLC or Corporation; is your LLC or Corporation active with the Nebraska Secretary of State? (Please mark yes if applying as an individual or partnership)

Yes

24 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Ronetta Green

25 What is the manager's address?

2220 Saddle Drive, Gering, NE 69341

26 What is the manager's phone number?

308-672-3854

27 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Scotts Bluff

28 What is the manager's email address? An email will be sent to them to obtain their personal information.

rmgreen54@gmail.com

29 Is the manager married?

Yes

Rodney Green rmgreen54@gmail.com

### **Secondary License: Catering (Secondary License)**

1. Do you intend to apply for multiple Special Designated License this calendar year where you will be serving and/or selling alcohol off your licensed premises? With the Catering Secondary license you will be able to apply for SDLs without an additional fee.

Yes

## DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Privacy Act Statement	Privacy Act Statement 09222025 rod.pdf	
Privacy Act Statement	Privacy Act Statement 09222025 keat.pdf	
Privacy Act Statement	Privacy Act Statement 09222025 hayden.pdf	
Privacy Act Statement	Privacy Act Statement 09222025 jen.pdf	
Privacy Act Statement	Privacy Act Statement 09222025 netta.pdf	
Corporation/LLC Structure	LLC Corporate Structure.pdf	
Explanation of Convictions/Guilty Pleas	Explanation of Convictions.pdf.docx	
Business Plan	TTT Business Plan.pdf	
Premises Description & Diagram	Handwritten_2025-11- 22_183927.pdf	
Lease / Deed / Purchase Agreement	Document_2025-11- 22_184649 loan.pdf	
Lease / Deed / Purchase Agreement	Document_2025-11- 22_190635 deed.pdf	

## APPLICANT

Ronetta Green

## DECLARATION

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

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

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

**Applicant Notification and Record Challenge:** An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.



## Additional Information Requested

File Number: 139767

LICENSE TYPE	ADDITIONAL INFORMATION DATE RECEIVED
Class C Beer, Wine, Spirits On and Off Sale	2025-11-25

SECONDARY LICENSE(S)	
NAME	DESCRIPTION
Catering (Secondary License)	Catering - This is a secondary license that allows a licensee to submit an application for a Special Designated License event without an additional fee to the state.

LICENSEE LEGAL NAME	LICENSEE TYPE
Green & Tangled, LLC	Corporation

DOING BUSINESS AS	CORPORATE NUMBER
The Tangled Tumbleweed	39-4909074

INCORPORATION DATE	
2025-10-20	

CORRESPONDENCE ADDRESS
1823 Avenue A Scottsbluff, NE 69361

MAILING ADDRESS
1823 Avenue A Scottsbluff, NE 69361

PHYSICAL ADDRESS
1823 Avenue A Scottsbluff, NE 69361

CONTACT NAME

Ronetta Green

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(308) 672-3854

ALTERNATE PHONE

FAX

EMAIL

greentangled2025@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Keaton Green	Member	Green & Tangled	33
Jennifer Green	Member	Green & Tangled	34
Hayden Green	President	Green & Tangled	33

ADDITIONAL INFORMATION

ADDITIONAL INFORMATION REQUESTED

Please do not reply to this email. Please submit the following information through your Actions Required Dashboard in the customer portal:

1. Please provide a copy of the warranty deed for the property.
2. Please be sure to fill out the Individual History Request for Ronetta that was emailed separately on 11/24.

Please let me know if you have any questions.

Victoria Trevino - 402-471-4893

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	2025-11-25_084029 warranty deed.pdf	Warranty Deed

APPLICANT

Ronetta Green

# Nebraska Secretary of State

## GREEN & TANGLED, LLC

Mon Nov 24 14:45:31 2025

**SOS Account Number**

2510370334

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**

HAYDEN GREEN  
 3030 COUNTRY CLUB ROAD  
 GERING, NE 69341

**Designated Office Address**

3030 COUNTRY CLUB ROAD  
 GERING, NE 69341

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Oct 15 2025

**Next Report Due Date**

Jan 01 2027

**Filed Documents**

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

Document	Date Filed	Price	
Certificate of Organization	Oct 15 2025	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Nov 05 2025	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

**Good Standing Documents**

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

**Online Certificate of Good Standing with Electronic Validation**

**\$6.50**

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

Purchase Now

---

**Certificate of Good Standing - USPS Mail Delivery**

**\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

Continue to Order

[↑ Back to Top](#)

# Comprehensive Business Plan: The Tangled Tumbleweed

This plan outlines the strategy, market analysis, operations, and financial projections for launching The Tangled Tumbleweed, a specialty cocktail bar and charcuterie lounge located in Downtown Scottsbluff, Nebraska.

## 1. Executive Summary

- **Problem & Solution:** The local market lacks a dedicated, intimate venue specializing in both high-end classic cocktails, particularly refined whiskey preparations like the **Smoked Old Fashioned**, and expertly curated, shareable small plates. **The Tangled Tumbleweed** solves this by offering a sophisticated beverage program paired with premium charcuterie and cheese boards, creating a superior, focused gathering experience.
- **The Company:** The Tangled Tumbleweed is a specialty cocktail bar and small-plate venue dedicated to providing an elevated yet approachable experience centered on quality, craftsmanship, and pairing.
- **Products/Services:** Premium, hand-crafted cocktails, featuring both specialized **martinis** and classic **whiskey-based drinks**, an expertly curated selection of wines (by the glass and bottle), and rotating craft beers, all complemented by signature, artisanal charcuterie and cheese boards.
- **Market Opportunity:** The bar targets **discerning adults (Millennials and Gen X)** who prioritize quality ingredients and a sophisticated atmosphere over volume or quick service.
- **Financial Highlights:** Projected Year 1 Annual Revenue of **\$257,400** (based on 3 operating days per week) with a Net Profit before Interest/Taxes of approximately **\$100,422**. The monthly cash break-even point is estimated at **\$9,776** in sales.
- **Funding Request:** A conventional business loan of **\$149,000** is sought for the property acquisition, with the three owners contributing a total of **\$15,000** in equity to cover all initial soft costs and provide cash reserves.

## 2. Company Description

- **Mission Statement:** To be the premier, intimate destination where exceptional spirits, fine wines, and artisanal food pairings converge to create a truly memorable and sophisticated neighborhood experience.
- **Legal Structure: Limited Liability Company (LLC).**
- **History:** This venture is a **relaunch** of the original successful establishment, **The Tangled Tumbleweed**, which was previously owned and operated by **Netta Green**. Our goal is to successfully re-establish the brand and its legacy, positioning it as the premier high-quality cocktail and small-plate venue.
- **Location and Facilities:** The bar will be housed in a downtown Scottsbluff property already configured and equipped for restaurant/bar operations, minimizing initial buildout costs.

### 3. Products and Services

- **Detailed Offering: Beverages:** The core focus is on expertly hand-crafted classic cocktails, featuring both **specialty martinis** and a specialty in **whiskey-based drinks**, headlined by the signature **Smoked Old Fashioned**. The menu also features a curated wine list emphasizing quality glasses and bottles from diverse regions, and a rotating selection of high-quality craft beers. **Food:** The food menu will initially be limited to **shareable charcuterie and artisanal cheese boards**. These boards are meticulously assembled to feature high-quality, often locally sourced meats, cheeses, preserves, and bread, specifically chosen to pair optimally with the beverage menu.
- **Unique Value Proposition (UVP):** The seamless integration of a high-caliber, **specialized mixology program (whiskey focus and specialty martinis)** with a limited, high-quality, **food-focused pairing menu**. Unlike general bars, The Tangled Tumbleweed offers an unparalleled expertise in both high-end drinks and the art of the perfect small-plate pairing, creating a refined experience without the formality of a full restaurant.
- **Technology/IP:** Standard POS systems will be utilized for inventory tracking and sales.
- **Pricing Strategy:** We will utilize a **premium, value-based pricing strategy** for both drinks and food, reflecting the high quality of ingredients, the complexity of preparation (mixology), and the personalized level of service and curation provided. Prices will be competitive with other high-end cocktail bars in metropolitan areas.

## 4. Market Analysis

- **Location:** Downtown Scottsbluff, Nebraska.
- **Target Market:** The primary customer base is the **discerning adult population** in the Scottsbluff/Gering area who seek an upscale, curated evening experience.
  - **Demographics: Millennials and Gen X**, including professionals, couples, and affluent consumers with disposable income who appreciate quality over volume.
  - **Psychographics:** Customers prioritize craftsmanship, high-quality ingredients, classic and refined beverage preparation (whiskey, fine wine), and an intimate, conversation-friendly atmosphere. This group looks for a premium experience currently unavailable locally.
- **Market Size & Trends (TAM, SAM, SOM):**
  - **Total Available Market (TAM):** All individuals in the Scottsbluff/Gering metropolitan area and regional tourists who purchase alcoholic beverages outside the home.
  - **Serviceable Available Market (SAM):** The segment of the TAM seeking a premium, specialized beverage and small-plate experience (high-end drinkers, wine enthusiasts, and local foodies).
  - **Serviceable Obtainable Market (SOM):** Realistically targeting 5-7% of the SAM in Year 1, growing to 10-15% by Year 3, based on establishing a word-of-mouth reputation and capturing the weekend evening crowd. The lack of direct competition allows for high potential market penetration within this niche.
- **Competitive Analysis:**
  - **Direct Competitors:** None exist in downtown Scottsbluff offering the same specialized combination of high-end, classic mixology (especially whiskey) and artisanal charcuterie pairings.
  - **Indirect Competitors:**
    - **Flyover Brewery and Pappa Moon Brewery:** Both are local craft beer establishments. They compete for the general "night out" entertainment dollar but focus primarily on beer production and larger, more casual pub fare.
    - **Advantage:** The Tangled Tumbleweed's competitive advantage lies in its **specialization and elevated focus**. We compete on **quality of spirits, complexity of mixology (e.g., Smoked Old Fashioned), curated wine selection, and the food-pairing focus of the charcuterie**, not on beer volume or full-meal dining. We offer a complementary experience that appeals to patrons looking for a post-dinner or intimate drinks venue, filling a clear gap in the local market's offerings.
- **Barriers to Entry:** The most significant barriers are acquiring the necessary **licensing (liquor and food service)**, the high initial **capital investment** required for specialized bar equipment and high-end inventory (aged spirits, quality wines), and recruiting or training a **skilled mixologist** capable of executing the premium cocktail menu.

## 5. Marketing and Sales Strategy

- **The 4 P's:**
  - **Product:** (Covered in Section 3)
  - **Price:** (Covered in Section 3)
  - **Place (Distribution):** The bar will operate out of its single physical location in downtown Scottsbluff. This central location maximizes foot traffic from local entertainment and dining spots. The focus is on providing an exceptional in-house experience.
  - **Promotion:** The strategy is built on exclusivity and expertise to attract the discerning local customer:
    - **Digital Presence:** Highly visual marketing on platforms like Instagram and Facebook, showcasing the artistry of the **Smoked Old Fashioned** and the stunning presentation of the charcuterie boards. Digital ads will target users based on interest in fine dining, craft spirits, and wine.
    - **Email Newsletter & Outreach:** Develop a weekly or bi-weekly email newsletter for loyalty members and subscribers. Content will include sneak peeks of rare bottle acquisitions, event announcements, cocktail recipes, and exclusive offers, driving repeat visitation.
    - **Local Partnerships:** Partnering with local businesses (e.g., high-end boutiques, theaters, or upscale dining restaurants) for cross-promotions, offering discounts for ticket stubs or receipts.
    - **Experiential Marketing:** Host weekly events focused on education and experience:
      - **"Cigar and Whiskey Nights":** Curated tasting flights and specialized pairing events featuring premium whiskeys and fine cigars.
      - **"Wine & Rind":** Wine pairing events featuring a specific region and unique cheese selections.
    - **Public Relations:** Leverage the unique offering by sending press releases to local news outlets and food/lifestyle blogs, positioning The Tangled Tumbleweed as a cultural addition to the downtown scene.
- **Sales Strategy:** The sales approach is focused on maximizing the **Average Ticket Value (ATV)** through high-quality customer service and suggestive selling of pairings.
  - **Pairing Recommendations:** Bartenders and servers will be extensively trained to recommend specific cocktails and wines to pair with charcuterie components, ensuring customers purchase both food and drink.
  - **Loyalty Program:** Implement a tiered loyalty program rewarding frequent visitors with access to rare bottles or early event ticket sales. **Customer engagement for the loyalty program will be driven primarily through personalized email communication.**
  - **Private Bookings:** Actively promote the intimate space for small corporate events, holiday parties, and private tastings during off-peak hours to secure large guaranteed revenue blocks.

- **Key Metrics:** What metrics will you track to measure success (e.g., Customer Acquisition Cost (CAC), Lifetime Value (LTV), Conversion Rate)?
  - **Average Ticket Value (ATV):** Revenue / Total number of checks (Targeting a high ATV due to premium pricing).
  - **Food Sales Percentage:** Tracking the ratio of Charcuterie/Cheese board sales to total revenue to ensure the pairing concept is being adopted.
  - **Customer Retention Rate:** Measuring repeat visits, which is a strong indicator of service quality and customer satisfaction in this niche.

## 6. Management Team and Organization

- **Organizational Chart:** Visual representation of the company structure.
- **Key Personnel:** The business is owned by three equal partners:
  - **Jen Green, Co-Owner:** Responsible for brand management, digital marketing, public relations, and executing all promotional events. (15 years in marketing and brand building).
  - **Hayden Green, Co-Owner:** Responsible for financial oversight, cash flow, P&L tracking, and managing supplier relationships for premium inventory. (Over 15 years as a railroad supervisor focusing on sonic rail testing).
  - **Keaton Green, Co-Owner:** Responsible for daily operational execution, staff management, scheduling, regulatory compliance, and maintaining service standards. (18 years in education; 9 years in administration).
- **Gaps:** The most critical immediate hire is a skilled **Head Mixologist/Bar Manager** to ensure the quality and consistency of the premium cocktail program. We will also hire 2-3 trained service staff.
- **Advisors/Board (if applicable):**
  - **Netta Green, Strategic Advisor:** The original owner and developer of The Tangled Tumbleweed. Netta provides invaluable insight into the historical brand identity, operational best practices for the Scottsbluff market, and guidance on re-establishing the original customer loyalty and quality standards.

## 7. Financial Plan

(All projections should cover at least 3-5 years and include clear assumptions.)

- **Startup Costs:** Detailed list of one-time costs (e.g., equipment, legal fees, initial inventory).

Category	Cost Detail	Estimated Cost (\$)	Notes
<b>Real Estate/Fixed Assets</b>	Building Acquisition & Existing Equipment	149,000	Purchase price of the building, which includes all necessary kitchen and bar equipment.
<b>Initial Inventory</b>	Spirits, Wine, Beer, Charcuterie Supplies	6,500	Midpoint of the budgeted to range for initial stock.
<b>Working Capital</b>	Licensing, Permits, Initial Rent/Utilities Deposit	4,000	Covers liquor license fees, food service permits, and cash reserves for initial operating float.
<b>TOTAL INITIAL INVESTMENT</b>		<b>159,500</b>	This represents the total capital required to open the doors.

- **Key Assumptions:** List the assumptions underlying your projections (e.g., inflation rate, expected customer growth rate, cost of goods sold percentage).

Category	Assumption	Detail
<b>Operating Days/Hours</b>	<b>Thursday, Friday, Saturday (3 days/week)</b>	<b>Operating Days:</b> 156 days per year (4:00 PM to 11:00 PM).
<b>Average Ticket Value (ATV)</b>	<b>\$55.00</b>	Midpoint of the user-estimated range of to per customer, reflecting

		premium pricing.
<b>Average Daily Customers (Year 1)</b>	<b>30 Customers</b>	Conservative estimate for consistent weeknight and weekend traffic.
<b>Revenue Mix</b>	Beverage: 80%; Food: 20%	Reflects the primary focus on specialty cocktails and wine over the supporting charcuterie menu.
<b>Cost of Goods Sold (COGS)</b>	Beverage: 20%; Food: 30%	High margin on specialty cocktails and wine (20% COGS target) offset by slightly higher food costs (30% COGS target) for premium charcuterie ingredients.
<b>Labor Costs</b>	Total Labor Target: 25% of Gross Revenue (includes management salary, variable staff wages, and payroll taxes).	Assumed owner/manager fixed salary of per year (4,000/month).
<b>Annual Inflation</b>	3.0%	Applied to operating expenses (rent, utilities, minor supplies).
<b>Customer Growth</b>	5% Quarter-over-Quarter (QoQ) growth in Year 1.	Driven by effective marketing and strong local word-of-mouth.

● **Projected Income Statement (P&L) - Year 1 Summary**

<b>Category</b>	<b>Calculation Detail</b>	<b>Annual Amount (\$)</b>	<b>Percentage of Revenue</b>
<b>Revenue</b>	ATV daily customers days	<b>257,400</b>	100.0%
<b>Cost of Goods Sold (COGS)</b>	Total 22.0% of Revenue	<b>56,628</b>	<b>22.0%</b>

<b>GROSS PROFIT</b>	Revenue - COGS	<b>200,772</b>	<b>78.0%</b>
<b>Operating Expenses</b>			
Fixed Operating Costs (Utilities, Insurance, Marketing, Misc.)		36,000	14.0%
Owner/Management Salary		48,000	18.6%
Variable Labor (Bartenders/Servers)	Revenue	16,350	6.4%
<b>TOTAL OPERATING EXPENSES</b>		<b>100,350</b>	<b>39.0%</b>
<b>Net Profit (EBITDA)</b>	Gross Profit - Operating Expenses	<b>100,422</b>	<b>39.0%</b>

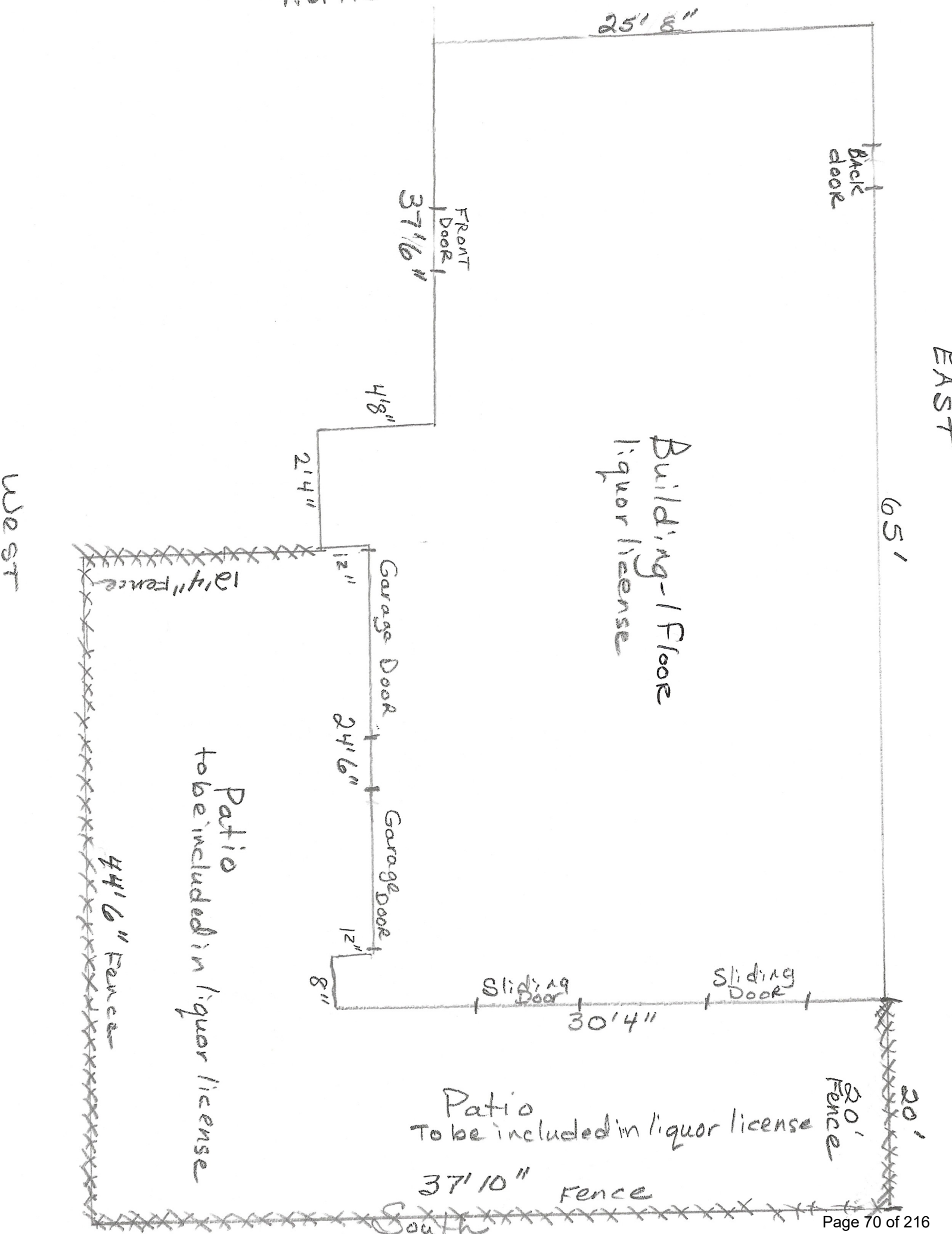
● **Break-Even Analysis**

<b>Category</b>	<b>Detail</b>	<b>Monthly Amount (\$)</b>
Monthly Fixed Operating Costs	(Management Salary + Fixed OpEx)	7,000
Total Variable Cost Percentage	COGS (22.0%) + Variable Labor (6.4%)	28.4%
Contribution Margin (CM) Percentage		71.6%
<b>Break-Even Revenue</b>	Fixed Costs / CM Percentage	<b>9,776</b>

## 8. Funding Request (If Seeking Investment)

- **Required Funding:** A conventional business loan of **\$149,000** is sought to be secured through Platte Valley Bank.
- **Use of Funds:**
  - **\$149,000:** Dedicated to the purchase of the real estate (building), which is **fully furnished** and includes all existing restaurant and bar equipment.
  - **Owner Equity:** The three partners (Keaton, Jen, and Hayden Green) will contribute a total of **\$15,000** in owner equity (\$5,000 each). This covers the total non-real estate startup costs of **\$10,500** (Inventory and Working Capital), providing an additional **\$4,500** to be held as a cash reserve and initial operating buffer.
- **Exit Strategy:** The long-term strategy is focused on achieving sustained, profitable operations that provide regular, substantial income to the three owners. The primary goal is to grow the business to a level of stability and high profitability that makes acquisition or sale unnecessary, prioritizing owner dividends and reinvestment into the brand's unique inventory.





North

25' 8"

Back door

FRONT DOOR  
37' 1/6"

EAST

65' 1"

Building - 1 Floor  
liquor license

4' 8"

2' 1/4"

WEST

12' 1/4" Fence

Garage Door  
12"

24' 6"

Garage Door  
12"

Patio  
to be included in liquor license

44' 6" Fence

Sliding Door  
8"

Sliding Door

30' 4"

Patio  
To be included in liquor license

20' Fence

20'

37' 10" Fence

South

**CHECK LIST****Neb. Rev. Stat. §53-132 (Reissue 2022)**

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

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

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

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

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\*OTHER COUNCIL CONCERNS



# Memorandum

**To:** THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**From:** Krisa Brass, Chief of Police

**Date:** 12/17/2025

**Re:** Application for a Class C Beer, Wine, Spirits on/off sale The Tangled Tumbleweed, Green & Tangled, LLC 1823 Avenue A, Scottsbluff, NE 69361.

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

## COMMENTARY

### 53-132: Section 2

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

Background checks were conducted for; Ronetta Green, Hayden Green, Jennifer Green, and Keaton Green.

The only law enforcement interactions are regarding minor traffic and misdemeanor violations. Said violations were disclosed in the application and none are disqualifying.

After careful consideration, I have concluded that the applicants are fit to hold a liquor license.

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

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

On Wednesday, December 17, 2025, Ronetta, Hayden, and Keaton appeared before the Liquor License Holders Investigatory Board. Ronetta was the original owner and operator of the Tangled Tumbleweed. The business was sold several years ago and the Green family has purchased the business for a second time.

Ronetta is listed as the manager. She has previous training and experience with serving alcohol and will be taking the training again along with all co-owners. The Greens intend on hiring three to five employees sometime after January. All employees will be required to take the training as well. A specific policy for compliance failures has not been finalized but the applicants had appropriate ideas and advised they will have a solid plan prior to appearing before council on January 5, 2026.

The applicants appear able and willing to conform to language within the Nebraska Liquor Control Act.

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

**(D) There are no security cameras or alarms in place but there are plans to include both. Ronetta will be in charge of inventory and ordering. Excess inventory will be under lock and key.**

The applicants appear committed to complying with all the Nebraska Liquor Control Act provisions, requirements, rules, and regulations.

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

The anticipated hours of operation are Thursday, Friday, and Saturday from 4:00 PM – 11:00 PM.

Oversight and accountability regarding the sale of alcoholic beverages will be a priority for the applicant.

#### **SPECIFIC ISSUES COMMISSION MAY CONSIDER**

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

There have been no known citizen protests of this business.

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

The business is located at 1823 Avenue A, Scottsbluff, NE. I would not anticipate any issues with its location.

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

Other area businesses with liquor licenses allow for on and offsite sales.

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

Although no recent traffic studies have been completed regarding motor vehicle traffic in the general area, the traffic flow and pedestrian traffic are not of concern. There is a small parking lot available near the business.

**(J) The adequacy of existing law enforcement:**

The Scottsbluff Police Department has an authorized strength of 33 full-time officers and handled over 20,000 calls for service, not including traffic citations, during 2025. The number of liquor licenses within the jurisdictional boundaries of the Police Department, regardless of the class, continues to be a priority to the Police Department, and even routine monitoring of their business practices is complex. Compliance checks remain a concern to those businesses that sell alcohol to minors. The Nebraska State Patrol has assumed liquor law enforcement duties, and their broad jurisdiction generally precludes any particular focus in the city.

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

Adequate staffing, training, and close supervision of patrons are essential. Management's cooperation with the Police Department will help eliminate or diminish potential problems with violations.

The Liquor License Holders Investigatory Board provided a positive recommendation.

For your consideration,

  
Krisa Brass  
Chief of Police

**EXHIBIT IV**

# Memo

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

**Class of License**

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

**Class A Licenses**

**Skill Games**

Auto Plaza Joe Hessler, Inc. d/b/a Auto Plaza 2425 Avenue I

**Total Class A Licenses 1**

**Class B Licenses**

**Retail**

Family Dollar Store #27573 1412 East Overland

**Total Class B Licenses 1**

**Class C Licenses**

**Restaurants**

El Charrito Restaurant & Lounge, Inc . 802 21<sup>st</sup> Avenue  
Las VII Americas Tortilleria 1619 East Overland  
Flyover Brewing Company (Catering) 1824 Broadway  
Power House on Broadway, LLC d/b/a Power House Social 1721 Broadway  
(Catering)

Frank Eats, LLC d/b/a Taco De Oro

2601 Avenue I

**Hotel/Motel**

Holiday Inn Express (Virk Hospitality)

1821 Frontage Rd.

**Taverns/Lounges**

Hight's Tavern

20 West 18<sup>th</sup> Street

Bob's Garage & Bar

1907 Broadway

RSK Frontside, LLC dba Frontside

1001 Avenue I

Racks Sports Bar, LLC (Catering)

1402 East 20<sup>th</sup> St.- Suite B

Broadway Bar & Arcade

1717 Broadway

**Retail**

Legacy Cooperative d/b/a Main Street Market Wine & Spirits  
(Catering)

401 S. Beltline Hwy West

Kelley's Liquor (Catering)

817 West 27<sup>th</sup> Street

Attiol, LLC d/b/a In Out Liquor

615 S Beltline Hwy E Ste A

**Clubs**

Elks BPO Lodge 1367 (Catering)

1614 1<sup>st</sup> Avenue

**Bowling Alleys**

**TOTAL CLASS C LICENSES 15**

**Class D Licenses**

**Grocery Stores**

Safeway of Western Nebraska

601 Broadway

Legacy Cooperative d/b/a Ampride

3302 Ave. B

**Convenience Stores**

East "O" Watering Hole

503 East Overland

Big Bats

902 West Overland

Git N Split

506 West 27<sup>th</sup> Street

Grass Retail, LLC d/b/a Shortstop

2002 Avenue I

Route 26 Mart (AS 22, LLC)

1722 E 20<sup>th</sup> Street

Maverik Stores Inc.,

920 West 36<sup>th</sup> St.,

Walgreens

205 West 27<sup>th</sup> Street

Essential Fuel

822 South Beltline Hwy W

Essential Fuel

2319 East Overland

Essential Fuel

837 27<sup>th</sup> Street

**Liquor Stores**

Montez Liquor

1311 E Overland Dr.

Cigarette Chain

323 East Overland

**Discount/Grocery Stores**

Target (Catering)

1401 Frontage Rd.

Wal-Mart Supercenter #867

3322 Avenue I

**TOTAL CLASS D LICENSES 16**

**CLASS I LICENSES**

**Restaurants**

Rosita's (Catering)	1205 East Overland
Applebees	2302 Frontage Rd.
Chili's Grill & Bar	826 West 36 <sup>th</sup> St.
Wonderful House Restaurant	829 Ferdinand Plaza
Ole, LLC	1901 East 20 <sup>th</sup> Street
El Rancho Viejo Mexican Restaurant	23 West 27 <sup>th</sup> St.
Sam & Louie's Pizzeria (Catering)	1522 Broadway
Taco Town	1007 West 27 <sup>th</sup> St.
Prime Cut	305 West 27 <sup>th</sup> St.
Papa Moon Ciders	3109 Ave. B
El Molcajete, LLC d/b/a El Molcajete Restaurant	1013 East Overland

**Hotel/Motel**

Hampton Inn & Suites	301 W Hwy 26
2627 Lodging dba Fairfield Inn & Suites	902 Wintercreek Dr.

**TOTAL CLASS I LICENSES 13**

**CLASS IB LICENSES**

**Nightclub**

Marez, LLC d/b/a Oasis	1722 Broadway
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**TOTAL CLASS IB LICENSES 1**

**Class L Licenses**

Flyover Brewing Company	1824 Broadway
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**TOTAL CLASS L LICENSES 1**

**Class M Licenses**

G&T Billiards Unlimited	1214 3 <sup>rd</sup> Avenue
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**TOTAL CLASS M LICENSES 1**

**Class W Licenses**

**Wholesale**

High Plains Budweiser	2810 Ave M
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**TOTAL CLASS W LICENSES 1**

**Class Y License**

Papa Moon Ciders (Catering)	3109 Ave. B
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**TOTAL CLASS Y LICENSE 1**

Great Plains Distillery (Catering)  
**TOTAL CLASS Z LICENSES**

**Class Z Licenses**

**1**

213 West Railway St.

**TOTAL LICENSES**

Class A	1
Class B	1
Class C	15
Class D	16
Class I	13
Class IB	1
Class L	1
Class M	1
Class W	1
Class Y	1
Class Z	1
<b>TOTAL LICENSES</b>	<b>52</b>

# Memo

## Exhibit V

**Date:** December 4th, 2025  
**To:** Honorable Mayor and City Council  
**From:** Staff, Development Services  
**CC:** Kevin Spencer  
**Re:** Class "C" Liquor License Application  
The Tangled Tumbleweed  
1823 Ave A  
Scottsbluff, NE 69361

**Action:**

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The owner of The Tangled Tumbleweed has applied for a new liquor license in the name of Green & Tangled, LLC.

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

- (1) The property at 1823 Ave A. is situated in a C-1 (Central Business District) zoning district where a restaurant, bar, and or tavern is allowed by right pursuant to the City's Zoning Ordinance, Chapter 25, of the City's Municipal Code of Ordinances.
- (2) There are no off-street parking requirements for the C-1 (Central Business District) zoning district.
- (3) All the surrounding properties are zoned C-1 (Central Business District).
- (4) There are no churches, schools, or other similar institutions within 300 feet of the subject property.
- (5) The existing population of Scottsbluff is approximately 14,295.

City of Scottsbluff  
Liquor License Holders Investigatory Board  
Regular Meeting  
December 17, 2025 – 2:00 p.m.

The City of Scottsbluff Liquor License Holders Investigatory Board met in a regular meeting on Wednesday, December 17, 2025 at 2:00 p.m. in the Meeting Room of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on December 13, 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 accommodation to attend the meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the committee could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each committee member.

1. Roll Call - The following Board Members were present: Jennifer Heggem, Vice-Chair, Kim Wright, City Clerk; Krisa Brass, Police Chief, Emily Norman, WNCC, and Matt Huck, Scottsbluff Public Schools,. Absent: Kelli Larson, Panhandle Prevention Coalition, Kevin Spencer, City Manager, Andrea Margheim, Chairman, and Libby Stobel, City Attorney.
2. Open Meeting Act – Vice-Chairman Heggem welcomed everyone in attendance and informed those in attendance that a copy of the Nebraska Open Meetings Act is posted on the south wall for the public's review.
3. Changes or additions to the agenda – None.
4. Citizens with business not scheduled on the agenda - None
5. Approve the November 12, 2025 Regular Meeting Minutes – Motion by Huck, second by Norman to approve the November 12, 2025 Regular Meeting Minutes, motion passed unanimously.  
City Attorney Stobel entered the meeting at 2:01 p.m.
6. New Liquor License Application:
  - a. Ms. Ronetta Green, Manager applicant and Hayden and Keaton Green owners of the Tangled Tumbleweed were present to answer questions regarding the Class CK liquor license for Green & Tangled, LLC d/b/a The Tangled Tumbleweed.  
Police Chief Brass asked what policies and procedures they have in place in regards to the liquor license. Ms. Green stated they will be taking the Seller/Server Training at the beginning of the year and herself, Keaton, Hayden, their wives and all staff will be required to attend. She added they will not be offering many food choices, but will mainly focus on a charcutier board type menu. They will also sell high end cocktails and wines. They plan on hiring 3-5 employees, but that will not happen until the end of February or first part of March. When asked about where the inventory will be kept, Ms. Green stated it will be kept in a locked area and since they are still remodeling is not sure where the location will be. In addition, she added she would be the person who will do the ordering and take inventory of the alcohol. When asked about procedures to not sell

to a minor, she stated they will card everyone who orders and they, at this time, do not plan on having a POS system, but will instead look at all ID's, mentioning they plan on serving a higher end clientele at the establishment. When asked what would happen if an employee sold to a minor, Ms. Green stated they would probably give the employee a verbal warning, however if they continued to show no interest in carding they would be terminated. When asked if they have cameras, Mr. Keaton Green stated not at this time, but they will be looking into adding them.

Police Chief Brass commented that before they go before Council that they determine a concrete policy and have procedures implemented. Ms. Green stated they would definitely be in conversation regarding that.

Committee Member Huck moved, seconded by Police Chief Brass to send a positive recommendation to Council regarding the Class CK liquor license for Green & Tangled, LLC d/b/a The Tangled Tumbleweed, 1823 Avenue A, Scottsbluff, NE. The motion passed unanimously.

#### 10. Other Business

Regarding the item of board discussion to require employees and liquor license holders to take alcohol server-seller training as a condition of the liquor license, Ms. Lanette Richards with Monument Prevention Coalition approached the committee and stated this has been in the works for a while and she thought maybe the Nebraska State Legislature would make training a requirement, however the Bill did not go anywhere. She would like to see the City adopt an Ordinance that would penalize license holders if they did not take alcohol server-seller training, adding Monument Prevention Coalition does provide in person training at no cost to the participant. Mr. Bryan Woods with the Nebraska State Patrol commented he would like to see this come to fruition and Scottsbluff could be a spearhead for the Panhandle. However, he does see opposition from the State as not all communities offer free training and also if a business has quite a bit of turnover, they will be constantly training employees. Legal Counsel Stobel stated her concern is a new applicant has 45 days to get the process completed. That may not be enough time for them to complete the trainings. Legal Counsel Stobel asked Ms. Richards which cities have this Ordinance in place. Ms. Richards stated she thinks Lincoln, Nebraska City, Kearney, and Ogallala. The Ordinance would state that failure to take required training, within a certain time frame, would be a fine imposed by the City and not revocation of the liquor license. She also added that in three years, they have had 175 people take the training and not one of those has received a violation. They also provide an ID guide to all participants.

At the end of discussion, Ms. Richards was advised to talk to City Manager Spencer to possibly get this on a City Council agenda for discussion.

Committee Member Norman made a motion to adjourn the meeting at 2:30 p.m. The motion was seconded by Committee Member Huck. The motion passed unanimously.

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Jennifer Heggem, Vice-Chairman

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Kim Wright, Secretary

# **City of Scottsbluff, Nebraska**

**Monday, January 5, 2026**

**Regular Meeting**

## **Item 8.b**

**Council to discuss and consider action on making a recommendation to the Nebraska Liquor Control Commission regarding the Class CK Liquor License for Green & Tangled, LLC d/b/a The Tangled Tumbleweed and naming Ronetta Green as the Liquor License Manager.**

**Staff Contact:** Kimberley Wright

# **City of Scottsbluff, Nebraska**

**Monday, January 5, 2026**

**Regular Meeting**

## **Item 8.c**

**Council to conduct a public hearing set for this date at 6:00 p.m. for a Zoning Text Amendment regarding Conditional Use Permits and Formatting Changes to Chapter 6, Article 6, and Chapter 25 Articles 2, 3, 5, 6, 8, 13, and 20.**

**Staff Contact:** Zachary Glaubius



# City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: December 4, 2025

For Hearing of: December 8, 2025



## I. GENERAL INFORMATION

- A. At the January 9, 2023 Planning Commission meeting, Development Services staff proposed a list of revisions to Chapter 25.
- B. One of the revisions was renaming Special Use Permits to Conditional Use Permits due to:
  - i. State Statute referring to the permits as conditional use permits
  - ii. Typically, other Nebraska cities, villages, and counties refer to the permits as conditional use permits.
  - iii. Special Use Permit can be easily confused with a Special Permit or Special Event Permit.
- C. Initial revisions to the Municipal Code changing special use and special permits to conditional use permits was presented to Planning Commission on June 9, 2025.

## II. STAFF COMMENTS

- A. Staff has performed a supplemental review of the Municipal Code to identify references to special use permits and special permits.
- B. Special use and special permits are referenced in the following Chapters:
  - i. Chapter 6: City Government
  - ii. Chapter 21: Subdivisions
  - iii. Chapter 23: Water
  - iv. Chapter 25: Zoning
- C. From further review, staff recommends some special permits remain as special permits, primarily special permits pertaining to Planned Unit Developments (PUDs).
  - i. This removes the proposed revisions to Chapter 21, Chapter 23, Chapter 25 Articles 7 and 21.
- D. Other changes made with this zoning text amendment include:
  - i. Adding an expiration date to conditional use permits if the use is not commenced within 12 months of issuance.
  - ii. Removing sections of code pertaining to perimeter fences and the necessity of special use permits to construct a perimeter fence.
    - 1. A perimeter fence is a fence that encloses multiple properties owned by a single owner.
    - 2. Staff does not see this as necessary as fences can be considered as temporary structures.
  - iii. Fixing errors in Chapter 25 Article 3
    - 1. Most performance standard tables had columns which were previously misaligned.
    - 2. The listed uses were not consistent in being plural.
    - 3. Some listed uses were duplicated.

## III. STAFF RECCOMENDATION

- A.** Staff recommends the Planning Commission make a positive recommendation on the revised zoning text amendment to Chapter 6 Article 6 and Chapter 25 Articles 2, 3, 5, 6, 8, 13, and 20 regarding amending the term special use permit and some special permits to conditional use permits as well as amend formatting in Chapter 25 Article 3.

# **City of Scottsbluff, Nebraska**

**Monday, January 5, 2026**

**Regular Meeting**

## **Item 9.a**

**Council to consider action on the first reading of the Ordinance amending formatting, adding an expiration date, and changing/amending the terms Special Permit and Special Use Permit to Conditional Use Permit in Chapter 6, Article 6 and Chapter 25, Articles 2, 3, 5, 6, 8, 13, and 20.**

**Staff Contact:** Zachary Glaubius

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE SCOTTSBLUFF MUNICIPAL CODE TO AMEND FORMATTING, ADD AN EXPIRATION DATE, AND TO CHANGE AND AMEND THE TERMS SPECIAL PERMIT AND SPECIAL USE PERMIT TO CONDITIONAL USE PERMIT, THROUGHOUT CHAPTER 6 AND CHAPTER 25, OF THE MUNICIPAL CODE AND TO AMEND ARTICLES 2, 3, 5, 6, 8, 13, AND 20, CHAPTER 25 OF THE MUNICIPAL CODE, AS WELL AS CHAPTER 6, TO PROVIDE FOR AN EFFECTIVE DATE AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM.**

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

Section 1. Chapter 6, Article 6, Section 29 of the Scottsbluff Municipal Code is now amended to provide as follows:

**“§ 6-6-29. LAND USE PERMITS:**

The following fees are hereby imposed for matters pertaining to zoning and land use:

A. Subdivision/Plat Fees

Amended Plat	\$200
Preliminary Plat	\$200
Final Plat	\$200
Plat Vacation	\$200
Agricultural Estate Dwelling Site	\$200

B. Zoning Fees

Zoning Amendment	\$300
Conditional Use Permit	\$300

Special Permit – Parking (Shared Facility or Exception)	\$150
Special Permit - Planned Unit Development	\$300
Mobile Home Park License	\$150 (first 20 spaces) \$5 (each additional space over 20 spaces)

C. Board of Adjustment Fees

Appeal Application	\$150
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D. Other Fees

Zoning Verification Letter	\$20
Zoning/Land Use Map (11” x 17”)	\$20

Section 2. Chapter 25, Article 2, Section 132 of the Scottsbluff Municipal Code is now amended to provide as follows:

**“§ 25-2-132 USE; CONDITIONAL.**

***USE; CONDITIONAL.*** A use classified as conditional may be appropriate or desirable in a specified zone, but requires conditional approval as if not carefully located or designed, it may create special problems, such as excessive bulk, height, or abnormal traffic conditions.”

Section 3. Chapter 25, Article 3, Sections 1 through Section 20 and Section 23 of the Scottsbluff Municipal Code are now amended to provide as follows:

**“§ 25-3-1 ESTABLISHMENT OF DISTRICTS.**

**In order to carry out the purpose and intent of this chapter, the city and its land outside the city limits over which the city exercises zoning jurisdiction is hereby divided into the following zoning district classifications:**

- (A) R-1 Low Density Residential District;
- (B) R-1a Medium Density Residential District;
- (C) R-1b Rural Estate Residential District;
- (D) R-4 Heavy Density Residential District;
- (E) R-6 Mobile Home Residential District;
- (F) O-P Office and Professional District;
- (G) PBC Planned Business Center District;
- (H) C-1 Central Business District;
- (I) C-2 Retail and Neighborhood Commercial District;
- (J) C-3 Heavy Commercial District;
- (K) M-1 Light Manufacturing and Industrial District;
- (L) M-2 Heavy Manufacturing and Industrial District;
- (M) A Agricultural District;
- (N) AR Agricultural Residential District;

**§ 25-3-2 R-1 LOW DENSITY RESIDENTIAL DISTRICT.**

(A) *Intent.* The intent of the R-1 Low Density Residential District is to:

(1) Provide for low density residential areas where the predominant uses are single- family detached houses; and

(2) Protect these areas from incompatible uses.

(B) *Principal Permitted Uses.*

- (1) Religious assemblies;
- (2) Colleges;
- (3) Community centers;
- (4) Family child care homes;

- (5) Home occupations;
- (6) Municipal uses;
- (7) Public utility lines and substations;
- (8) Rooming/boarding houses with no more than two guests;
- (9) Single-family detached dwellings;
- (10) Schools; and
- (11) Water wells.

(C) *Conditional Uses.*

- (1) Cemeteries;
- (2) Cluster housing;
- (3) Condominiums;
- (4) Hospitals;
- (5) Public utility facilities;

(6) Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located;

- (7) Townhouses (single-family attached) dwelling units;
- (8) Two-family dwellings;
- (9) Utility plants;
- (10) Water storage; and

(11) Livestock - Horses and other livestock used solely for non-business recreation of occupier are permissible on lots comprising two acres or more, in the quantity of one animal per each whole acre. Shelters for such animals shall be situated not less than 50 feet from the property line and not less than 50 feet from a residence on another lot or tract.

(D) *Performance standards.*

- (1) *Area and bulk regulations.*

<i>Use</i>	<i>Minimum Lot Size (Sq. Ft.)</i>	<i>Minimum Lot Width (Sq. Ft.)</i>	<i>Maximum Lot Coverage (%)</i>	<i>Maximum # of Dwelling Units</i>	<i>Setbacks</i>				<i>Floor Area Minimum (Sq. Ft.)</i>	<i>Height (Ft.)</i>
					<i>Front (Ft.)</i>	<i>Rear (Ft.)</i>	<i>Interior Side (Ft.)</i>	<i>Side Street (Ft.)</i>		
Accessory building						3	2	15		18
Single-family dwelling	12,000	100	40	1	25 or A	20	5	15	1,200	35
Other permitted uses		100			25 or A	20	5	15		35

A If buildings have been built on lots which comprise more than 25% of the front footage of any block, no building or structure may be built or structurally altered which projects beyond the average front yard setback already established.

(2) *Accessory building; detached.*

(a) A detached accessory building must be located:

1. To the rear of the main building;
2. At least ten feet from the main building, or a distance of at least five feet from the main dwelling building if the interior wall of the accessory building adjacent to the main building complies with the International One- and Two-Family Dwelling Code § 309.2, which has been adopted by this Municipal Code, provided a detached accessory building constructed prior to June 26, 1974, to the rear of and at a distance not less than five feet from the main building shall not be deemed to be in violation of this requirement;
3. At least three feet from the rear lot line if the lot line is a common lot line abutting a lot, and the entry point from alley shall be no closer than five feet from the property line; and
4. At least two feet from the interior side lot line. If the lot abuts a side street, an accessory building must comply with the setback requirements applicable to the lot or tract of land upon which the main building is located. Setbacks shall be measured from the nearest eave of the building or buildings.

(b) An existing reversed corner lot, a detached accessory building, or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of

the main structure, and if entrance to the garage is from the side street, the garage must be set back from the side street property line a distance of not less than 20 feet.

(c) A detached garage may be located in the side yard if the following requirements are met:

1. The garage must meet the performance guidelines in the residential zone;
2. The garage must observe the same front yard setbacks required for the main structure;
3. Garages shall not be placed over easements; and
4. Lot coverage will meet requirements in the zoning district.

**§ 25-3-3 R-1a MEDIUM DENSITY RESIDENTIAL DISTRICT**

(A) *Intent.* The intent of the R-1a Medium Density Residential District is to:

(1) Provide for medium and low-density residential areas where the predominant uses are single-family detached and single-family semi-attached dwelling units; and

(2) Protect these areas from incompatible uses.

(B) *Principal Permitted Uses.*

- (1) Religious assemblies;
- (2) Community centers;
- (3) Family child care homes;
- (4) Home occupations;
- (5) Multi-family units;
- (6) Municipal uses;
- (7) Rooming/boarding houses with no more than two guests;
- (8) Schools;
- (9) Single-family detached dwellings;
- (10) Townhouses (single-family attached dwellings);
- (11) Golf courses;
- (12) Public utilities and substations;
- (13) Two-family dwellings; and
- (14) Water wells.

(C) *Conditional Uses.*

- (1) Cluster housing;
- (2) Condominiums;
- (3) Mortuaries;
- (4) Hair salons;
- (5) Hospitals;
- (6) Lodges or clubs;
- (7) Child care centers or preschools;
- (8) Daycares;
- (9) Permanent cosmetic facilities;
- (10) Public utility facilities;
- (11) Nursing homes and/or assisted living facilities;
- (12) Rooming or boarding houses for not more than six roomers or boarders;

(13) Temporary building or contractor’s storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located;

- (14) Tourist information booths;
- (15) Utility plants; and
- (16) Water storage.

(D) *Performance standards.*

- (1) *Area and bulk regulations.*

<i>Use</i>	<i>Minimum Lot Size (Sq. Ft.)</i>	<i>Minimum Lot Width (Sq. Ft.)</i>	<i>Maximum Lot Coverage (%)</i>	<i>Maximum # of Dwelling Units</i>	<i>Setbacks</i>				<i>Floor Area Minimum (Sq. Ft.)</i>	<i>Height (Ft.)</i>
					<i>Front (Ft.)</i>	<i>Rear (Ft.)</i>	<i>Interior Side (Ft.)</i>	<i>Side Street (Ft.)</i>		
Accessory building						3	2	12.5 or C		18

Single-family	5,500	55	60	1	20 or A	15 or B	5	12.5 or C	700	35
Two-family	7,000	70	50	2	25 or A	15 or B	5	12.5 or C	600/D U	35
Low Density Multi-family	7,000	70	50		25 or A	25	5	12.5 or C	400/D U	35
	(Minimum 2,500 sq. ft. per multi-family dwelling)									
Other permitted uses		70			25	15	5	12.5		35

A Minimum front yard setback to front facing garage shall be 20 feet; and to front of porch shall be seven feet. If buildings have been built on lots which comprise more than 25% of the front footage of any block, no building or structure may be built or structurally altered which projects beyond the average front yard setback already established.

B Minimum rear yard setback to a deck shall be ten feet.

C Minimum side yard setback from a side street for a side-loading garage shall be 20 feet.

(2) *Accessory building; detached.*

(a) A detached accessory building must be located:

1. To the rear of the main building;
2. At least ten feet from the main building, or a distance of at least five feet from the main dwelling building if the interior wall of the accessory building adjacent to the main building complies with the International One- and Two-Family Dwelling Code § 309.2, which has been adopted by this Municipal Code, provided a detached accessory building constructed prior to June 26, 1974, to the rear of and at a distance not less than five feet from the main building shall not be deemed to be in violation of this requirement;
3. At least three feet from the rear lot line if the lot line is a common lot line abutting a lot;
4. At least two feet from the interior side lot line. If the lot abuts a side street, an accessory building must comply with the setback requirements applicable to the lot or tract of land upon which the main building is located. Setbacks shall be measured from the nearest eave of the building or buildings; and
5. Minimum rear yard setback to a garage with an alley entrance shall be five feet.

(b) On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street, the garage must be set back from the side street property line a distance of not less than 20 feet.

(c) A detached garage may be located in the side yard if the following requirements are met:

1. The garage must meet the performance guidelines in the residential zone;
2. The garage must observe the same front yard setbacks required for the main structure;
3. Garages shall not be placed over easements; and
4. Lot coverage will meet requirements in the zoning district.

**§ 25-3-4 R-1b RURAL ESTATE RESIDENTIAL DISTRICT.**

(A) *Intent.* The intent of an R-1b Rural Estate Residential District is to:

(1) Provide for low density residential areas with larger lot sizes where the predominant uses are single-family detached dwellings; and

(2) Protect these areas from incompatible uses.

(B) *Principal Permitted Uses.*

(1) Religious assemblies;

(2) Community centers;

(3) Crop production and orchards;

(4) Family child care homes;

(5) Home occupations;

(6) Irrigation facilities that are incidental to agricultural use on the premises;

(7) Municipal uses;

(8) Rooming/boarded houses with no more than two guests;

(9) Schools; and

(10) Single-family detached dwellings.

(C) *Conditional Uses.*

(1) Hospitals;

(2) Livestock horses and other livestock used solely for non-business recreation of occupier are permissible in the quantity of one animal per lot or, if a lot comprises one acre or more, one animal per each whole acre. Shelters for such animals shall be situated not less than 50 feet from the property line and not less than 50 feet from a residence on another lot or tract;

(3) Child care centers;

(4) Daycares;

(5) Public utility facilities;

(6) Rooming/boarding houses with no more than six guests;

(7) Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located;

(8) Tourist information booths;

(9) Utility plants; and

(10) Water storage.

(D) *Performance standards.*

(1) *Area and bulk regulations.*

<i>Use</i>	<i>Minimum Lot Size (Acres)</i>	<i>Minimum Lot Width (Sq. Ft.)</i>	<i>Maximum Lot Coverage (%)</i>	<i>Maximum # of Dwelling Units</i>	<i>Setbacks</i>				<i>Floor Area Minimum (Sq. Ft.)</i>	<i>Height (Ft.)</i>
					<i>Front (Ft.)</i>	<i>Rear (Ft.)</i>	<i>Interior Side (Ft.)</i>	<i>Side Street (Ft.)</i>		
Accessory building						3	2	15		25
Single-family dwelling	3	200	30	1	50	50	20	15	900	35
Other permitted uses	3	200			50	50	20	15		35

(2) *Accessory building; detached.*

(a) A detached accessory building must be located:

1. To the rear of the main building;
2. At least ten feet from the main building, or a distance of at least five feet from the main dwelling building if the interior wall of the accessory building adjacent to the main building complies with the International One- and Two-Family Dwelling Code § 309.2, which has been adopted by this Municipal Code, provided a detached accessory building constructed prior to June 26, 1974, to the rear of and at a distance not less than five feet from the main building shall not be deemed to be in violation of this requirement;
3. At least three feet from the rear lot line if the lot line is a common lot line abutting a lot;
4. At least two feet from the interior side lot line; provided. If the lot abuts a side street, an accessory building must comply with the setback requirements applicable to the lot or tract of land upon which the main building is located. Setbacks shall be measured from the nearest eave of the building or buildings; and
5. Minimum rear yard setback to a garage with an alley entrance shall be five feet.

(b) On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street, the garage must be set back from the side street property line a distance of not less than 20 feet.

(c) A detached garage may be located in the side yard if the following requirements are met:

1. The garage must meet the performance guidelines in the residential zone;
2. The garage must observe the same front yard setbacks required for the main structure;
3. Garages shall not be placed over easements; and
4. Lot coverage will meet requirements in the zoning district.

**§ 25-3-5 REPEALED.**

**§ 25-3-6 REPEALED.**

**§ 25-3-7 R-4 HEAVY DENSITY RESIDENTIAL DISTRICT.**

(A) *Intent.* The intent of an R-4 Heavy Density Residential District is to:

- (1) Provide for a variety of carefully designed housing types at high densities;
  - (2) Provide for a mix of other uses consistent with the needs of the residential occupants;
- and

(3) Encourage the development of affordable housing for young families, low- and moderate-income families, and the elderly.

(B) *Principal Permitted Uses.*

- (1) Religious assemblies;
- (2) Community centers;
- (3) Educational/charitable institutions;
- (4) Family child care homes;
- (5) Home occupations;
- (6) Multi-family dwelling units;
- (7) Municipal uses;
- (8) Rooming/boarding houses with no more than two guests;
- (9) Schools;
- (10) Townhomes (single-family attached dwellings);
- (11) Single-family detached dwellings; and
- (12) Two-family dwellings.

(C) *Conditional Uses.*

- (1) Cluster housing;
- (2) Condominiums;
- (3) Hospitals;
- (4) Lodges or clubs;
- (5) Child care centers;
- (6) Daycares;
- (7) Public utility facilities;
- (8) Rooming or boarding houses for not more than six roomers or boarders;
- (9) Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located;
- (10) Tourist information booths;

(11) Utility plants; and

(12) Water storage.

(D) *Performance standards.*

(1) *Area and bulk regulations.*

<i>Use</i>	<i>Minimum Lot Size (Sq. Ft.)</i>	<i>Minimum Lot Width (Sq. Ft.)</i>	<i>Maximum Lot Coverage (%)</i>	<i>Maximum # of Dwelling Units</i>	<i>Setbacks</i>			<i>Side Street (Ft.)</i>	<i>Floor Area Minimum (Sq. Ft.)</i>	<i>Height (Ft.)</i>
					<i>Front (Ft.)</i>	<i>Rear (Ft.)</i>	<i>Interior Side (Ft.)</i>			
Accessory building						3	2	12.5		18
High density multi-family dwelling	7,000	70	A		25 or B	25	5 or C	12.5	A	70
Low density multi-family dwelling	7,000	70	50		25 or B	25	5 or C	12.5	400/DU	35
Single-family dwelling	5,500	55	60	1	20 or B	15	5	12.5	700	35
Two-family dwelling	7,000	70	50	2	20 or B	15	5	12.5	660/DU	35

Other permitted uses	7,000	70			25	15	5	12.5		35
A Minimum floor area per dwelling unit and maximum lot coverage:										
<i>Minimum Floor Area (Sq. Ft.)</i>						<i>Maximum Lot Coverage</i>				
500						70%				
450						65%				
400						60%				
350						55%				
300						45%				
<p>B If buildings have been built on lots which comprise more than 25% of the front footage of any block, no building or structure may be built or structurally altered which projects beyond the average front yard setback already established.</p> <p>C The minimum side yard setback is five feet for buildings and structures not more than three stories high. For buildings more than three stories high, the required minimum side yard setback is increased one foot for each additional story over three.</p>										

(2) *Accessory building/garage; detached.*

(a) A detached accessory building must be located:

1. To the rear of the main building;
2. At least ten feet from the main building, or a distance of at least five feet from the main dwelling building if the interior wall of the accessory building adjacent to the main building complies with the International One- and Two-Family Dwelling Code § 309.2, which has been adopted by this Municipal Code, provided a detached accessory building constructed prior to June 26, 1974, to the rear of and at a distance not less than five feet from the main building shall not be deemed to be in violation of this requirement;
3. At least three feet from the rear lot line if the lot line is a common lot line abutting a lot;

4. At least two feet from the interior side lot line. If the lot abuts a side street, an accessory building must comply with the setback requirements applicable to the lot or tract of land upon which the main building is located. Setbacks shall be measured from the nearest eave of the building or buildings; and

5. Minimum rear yard setback to a garage with an alley entrance shall be five feet.

(b) The setback from a side street line must be at least five feet. Provided, further, a garage with access from a side street must be set back from the right-of-way line of such street a distance of at least 20 feet. The setbacks herein referred to shall be measured from the nearest wall of the garage, except the setback from the side street line, which shall be measured from the nearest eave.

**§ 25-3-8 REPEALED.**

**§ 25-3-9 R-6 MOBILE HOME RESIDENTIAL DISTRICT.**

(A) *Intent.* The intent of an R-6 Mobile Home Residential District is to:

- (1) Allow mobile homes outside a mobile home park;
- (2) Allow the mix of single-family detached dwellings;
- (3) Require greater lot sizes than mobile home parks; and
- (4) Allow a mix of uses other than residential uses which are compatible with the district.

(B) *Principal Permitted Uses.*

- (1) Religious assemblies;
- (2) Community centers;
- (3) Family child care homes;
- (4) Home occupations;
- (5) Mobile homes;
- (6) Municipal uses;
- (7) Rooming/boarded houses (not more than two guests);
- (8) Schools; and
- (9) Single-family detached dwellings.

(C) *Conditional Uses.*

- (1) Cluster housing;
- (2) Mobile home parks with the following performance standards and complying with Article 9 of this Chapter;

(3) Child care centers;

(4) Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located.

(5) Daycares;

(6) Condominiums; and

(7) Townhouses.

(D) *Performance standards.*

(1) *Area and bulk regulations.*

<i>Use</i>	<i>Minimum Lot Size (Sq. Ft.)</i>	<i>Minimum Lot Width (Sq. Ft.)</i>	<i>Maximum Lot Coverage (%)</i>	<i>Maximum # of Dwelling Units</i>	<i>Setbacks</i>			<i>Side Street (Ft.)</i>	<i>Floor Area Minimum (Sq. Ft.)</i>	<i>Height (Ft.)</i>
					<i>Front (Ft.)</i>	<i>Rear (Ft.)</i>	<i>Interior Side (Ft.)</i>			
Mobile home	16,640	70	40	1 or A	20	25	12	12.5		35
Single-family	16,640	70	40	1 or A	20	25	12	12.5	700	35
Accessory building						3	2			18
Mobile home parks *	4.5 acres			7 per gross acre	20 & B	15	10 between units	12.5		35

\* Mobile homes shall not be closer than 18 feet from any service or any other mobile home park permanent building.

Mobile homes must meet HUD standards.

A If buildings have been built on lots which comprise more than 25% of the front footage of any block, no building or structure may be built or structurally altered which projects beyond the average front yard setback already established.

B Mobile homes shall set back a minimum of 20 feet from the property line of the mobile home park. A front setback of mobile homes shall be a minimum of 15 feet from the curb on interior drives, and the side setback shall be a minimum of ten feet between mobile homes.

(2) *Accessory building; detached.*

(a) A detached accessory building must be located:

1. To the rear of the main building;
2. At least ten feet from the main building, or a distance of at least five feet from the main dwelling building if the interior wall of the accessory building adjacent to the main building complies with the International One- and Two-Family Dwelling Code §309.2, which has been adopted by this Municipal Code, provided a detached accessory building constructed prior to June 26, 1974, to the rear of and at a distance not less than five feet from the main building shall not be deemed to be in violation of this requirement;
3. At least three feet from the rear lot line if the lot line is a common lot line abutting a lot;
4. At least two feet from the interior side lot line. If the lot abuts a side street, an accessory building must comply with the setback requirements applicable to the lot or tract of land upon which the main building is located. Setbacks shall be measured from the nearest eave of the building or buildings; and
5. Minimum rear yard setback to a garage with an alley entrance shall be five feet.

(b) On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street, the garage must be set back from the side street property line a distance of not less than 20 feet.

(c) A detached garage may be located in the side yard if the following requirements are met:

1. The garage must meet the performance guidelines in the residential zone;
2. The garage must observe the same front yard setbacks required for the main structure;
3. Garages shall not be placed over easements; and
4. Lot coverage will meet requirements in the zoning district.

**§ 25-3-10 REPEALED.**

**§ 25-3-11 O-P OFFICE AND PROFESSIONAL DISTRICT.**

(A) *Intent.* The intent of an O-P Office and Professional District is to allow for a mixture of professional office and some residential occupancies with limited other compatible commercial uses.

(B) *Principal Permitted Uses.*

- (1) Accounting, auditing, and bookkeeping services;
- (2) Adult day service facilities;
- (3) Arts and crafts studios;
- (4) Bank automated teller facilities; indoor;
- (5) Banking services;
- (6) Barber/beauty shops;
- (7) Religious assemblies;
- (8) Clinics;
- (9) Communication facilities including communication tower, such tower not to exceed 150 feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower;
- (10) Community centers;
- (11) Educational or charitable institutions and educational or scientific research services;
- (12) Florists;
- (13) Gift shops;
- (14) Home occupations;
- (15) Hospitals;
- (16) Insurance services;
- (17) Laboratories; medical, dental, and optical;
- (18) Counselling services;
- (19) Mortuaries;
- (20) Multi-family dwellings;
- (21) Municipal uses;
- (22) Offices and professional services;

- (23) Permanent cosmetic facilities;
- (24) Pharmacies;
- (25) Professional membership organizations;
- (26) Professional schools;
- (27) Respite care service facilities;
- (28) Rooming/boarding houses;
- (29) Schools;
- (30) Single-family dwellings;
- (31) Townhomes (single-family attached dwellings);
- (32) Tourist information booths; and
- (33) Two-family dwellings.

(C) *Conditional Uses.*

- (1) Ambulance services ;
- (2) Animal clinics (indoor only);
- (3) Bank automated teller facilities;
- (4) Book and stationery stores;
- (5) Daycares;
- (6) Restaurants;
- (7) Health Food stores;
- (8) Restaurants (Drive-in);
- (9) Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located;
- (10) Temporary medical housing;
- (11) Public utility facilities;
- (12) Lodges or clubs;
- (13) Utility plants;

(14) Water storage; and

(15) Residential uses within the confines of a building in which a permitted use is conducted.

(D) *Performance standards.*

(1) *Area and bulk regulations.*

<i>Use</i>	<i>Minimum Lot Size (Sq. Ft.)</i>	<i>Minimum Lot Width (Sq. Ft.)</i>	<i>Maximum Lot Coverage (%)</i>	<i>Maximum # of Dwelling Units</i>	<i>Setbacks</i>			<i>Side Street (Ft.)</i>	<i>Floor Area Minimum (Sq. Ft.)</i>	<i>Height (Ft.)</i>
					<i>Front (Ft.)</i>	<i>Rear (Ft.)</i>	<i>Interior Side (Ft.)</i>			
Accessory building						3	2	12.5		18
LD multi-family	7,000	70	50		25 or B	15 or C	5 or D	12.5	400/DU or A	35
Single-family	7,000	70	60	1	25 or B	15 or C	5	12.5	700	35
Two-family	7,000	70	50	2	20 or B	15 or C	5	12.5	660/DU	35
Other permitted uses	7,000	70			25 or B	15 or C	5 or D	12.5		70

A Minimum floor area per dwelling unit and maximum lot coverage:

<i>Minimum Floor Area (Sq. Ft.)</i>	<i>Maximum Lot Coverage</i>
500	70%
450	65%
400	60%

350	55%
300	45%

B If buildings have been built on lots which comprise more than 25% of the front footage of any block, no building or structure may be built or structurally altered which projects beyond the average front yard setback already established.

C If a lot abuts on a public alley, the minimum rear yard setback is five (5) feet.

D The minimum side yard setback is five feet for buildings and structures not more than three stories high. For buildings more than three stories high, the required minimum side yard setback is increased one foot for each additional story over three.

(2) *Accessory building/garage; detached.*

(a) A detached accessory building must be located at least ten feet from the main building.

(b) On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street, the garage must be set back from the side street property line a distance of not less than 20 feet.

**§ 25-3-12 PBC PLANNED BUSINESS CENTER DISTRICT**

(A) *Intent.* The intent of a Planned Business Center District is to:

(1) Provide an area for a unified commercial center which provides goods and services to a regional trading area;

(2) Provide for joint or grouped parking facilities serving several retail stores; and

(3) Coordinate a vehicular and pedestrian traffic circulation system and carefully design access that is compatible with surrounding uses.

(B) *Principal Permitted Uses.*

(1) Accounting, auditing, and bookkeeping services;

(2) Ambulance services;

(3) Amusement centers;

(4) Animal clinics; indoor only;

(5) Arts and crafts studios;

(6) Automated or coin-operated car washes;

- (7) Bakeries or Baked goods stores;
- (8) Bank automated teller facilities; outdoor;
- (9) Bank automated teller facilities; indoor;
- (10) Banking services;
- (11) Barber and beauty shops;
- (12) Book and stationery stores;
- (13) Business college and trade schools;
- (14) Religious assemblies;
- (15) Cleaning and laundry agencies;
- (16) Clinics;
- (17) Communication facilities including communication tower, such tower not to exceed 150 feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower;
- (18) Community centers;
- (19) Confectionery stores;
- (20) Convenience stores without dispensing gasoline;
- (21) Convenience stores with dispensing gasoline;
- (22) Dance, music, or voice studios;
- (23) Child care centers;
- (24) Delicatessens;
- (25) Daycares;
- (26) Restaurants (Drive-in);
- (27) Educational and scientific research services;
- (28) Florists;
- (29) Food stores and delicatessens;
- (30) Furniture/appliance stores;
- (31) Gift shops;
- (32) Grocery stores;

- (33) Home improvement stores;
- (34) Hospitals;
- (35) Insurance services;
- (36) Jewelry stores;
- (37) Laboratories; medical, dental, and optical;
- (38) Laundromats; self-service;
- (39) Bars or taverns;
- (40) Counselling services;
- (41) Mortuaries;
- (42) Multi-family dwelling units. Living quarters for watchperson of commercial or industrial use property, or for hotels and motels, are the only permitted residential uses in this zone;
- (43) Municipal uses;
- (44) Offices: professional and service;
- (45) Permanent cosmetic facilities;
- (46) Pharmacies;
- (47) Photographic studios;
- (48) Printing services;
- (49) Professional membership organizations;
- (50) Professional schools;
- (51) Reducing/suntanning facilities;
- (52) Restaurants;
- (53) Retail stores and services;
- (54) Service stations; full service;
- (55) Service stations; mixed use;
- (56) Single-family dwelling units;
- (57) Shoe stores;
- (58) Theaters; indoor;

(59) Tire shops; and recapping; and

(60) Utility business offices.

**(C) Conditional Uses.**

(1) Adult bookstores: no such use shall be located within 300 linear feet of any school, public or private, place of worship, public park, day care center, child nursery, library, or residential district. No such use shall be located within 1,000 linear feet of any existing adult bookstore. No such use may be allowed in combination with the sale or consumption of alcoholic beverages;

(2) Lodges or clubs;

(3) Public utility facilities;

(4) Temporary building or contractor’s storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located;

(5) Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one;

(6) Utility plants; and

(7) Water storage.

**(D) Performance standards.**

(1) Area and bulk, regulations.

<i>Use</i>	<i>Minimum District Size</i>	<i>Minimum Lot Size</i>	<i>Minimum Lot Width</i>	<i>Maximum Coverage</i>	<i>Maximum Dwelling Units</i>	<i>Setbacks</i>				<i>Structure Regulations</i>
						<i>Front</i>	<i>Rear</i>	<i>Interior or Side</i>	<i>Side Street</i>	<i>Maximum Height</i>
Permitted Use	8 acres	No minimum	20 feet	No maximum	4(c)	25 feet or 4(h)	4(h)	4(h)	25 feet	4(b)

Accessory Building						Not permitted	4(h)	4(h)	25 feet	4(b)
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(2) *Accessory building/garage; detached.*

(a) A detached accessory building must be located at least ten feet from the main building.

(b) On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street, the garage must be set back from the side street property line a distance of not less than 20 feet.

(3) *Accessory building; attached.* A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event, shall meet all requirements for the main building.

(4) *Design requirements.*

(a) *Buffer strips; R Districts.* A buffer strip, at least 25 feet in width, sodded and planted with shrubs or other greenery, and with a permanent screen at least ten feet high, must be established and maintained adjacent to the boundary line of any abutting lot or tract of land located in whole or part in an R District.

(b) *Buildings and structures; height.* No building or structure, except for an elevator, penthouse water tower, or decorative building projection, may exceed three stories or 45 feet in height, whichever is lower.

(c) *Dwellings.* No building in a center may be used as dwelling except for a paid custodian, caretaker, or watchperson living in the center.

(d) *General design.* A center must be laid out and developed as a unit in accordance with an integrated or coordinated overall design that complies with the provisions of this article. Buildings, structures, parking areas, walks, lighting, and appurtenant facilities must be located and arranged with due regard for surrounding land uses. Any part of a center not used for buildings, structures, accessways, parking and loading, or unloading areas must be landscaped with grass, trees, shrubs, or pedestrian walks.

(e) *Loading facilities.* A center must provide adequate areas for motor vehicles to load or unload merchandise, materials, or equipment without interfering with the use of any public street or alley.

(f) *Location.* A center may be located only in a PBC District established in accordance with this article, and only on a lot or tract of land abutting one or more arterial streets.

(g) *Off-street parking.* Adequate off-street parking must be provided in a center to accommodate all motor vehicles of employees, customers, and other persons reasonably

expected to use the center, and for vehicles used in the conduct of businesses in the center. At least one parking space must be provided for each 200 square feet of floor area used for selling or offices. Areas designed primarily for loading and unloading or standing space are not parking spaces within the meaning of this section. Floor area designed for selling or office may not include areas used for storage, utilities or restrooms. Parking spaces and areas must meet the requirements of [Article 5](#) of this chapter.

(h) *Setbacks.* No building or structure may be constructed or maintained in a center within 100 feet of the boundary line of an abutting lot or tract of land located in an R District nor within 25 feet of the right-of-way of a public street or road. No roadway or parking area in a center may be constructed or maintained within 25 feet of the right-of-way line.

### **§ 25-3-13 C-1 CENTRAL BUSINESS DISTRICT.**

(A) *Intent.* The intent of a C-1 Central Business District is a zone for the Central Business District permitting all types of business enterprises except manufacturing and other industries which are incompatible with a business district comprised primarily of retail sales and service businesses.

(B) *Principal Permitted Uses.*

- (1) Accounting, auditing, and bookkeeping services;
- (2) Adult day service facilities;
- (3) Ambulance services;
- (4) Amusement centers;
- (5) Animal clinics; indoor only;
- (6) Arts and crafts studios;
- (7) Auto storage and rentals;
- (8) Bakeries or Baked goods stores. The maximum gross floor area of a building permitted for this use is 6,400 square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building;
- (9) Bank automated teller facilities; outdoor;
- (10) Bank automated teller facilities; indoor;
- (11) Banking services;
- (12) Barber and beauty shops;
- (13) Book and stationery stores;
- (14) Brew pubs;
- (15) Bus depots;

- (16) Business colleges and trade schools;
- (17) Automated or coin-operated car washes;
- (18) Religious assemblies;
- (19) Cleaning and laundry agencies;
- (20) Clinics;
- (21) Communication facilities including communication tower, such tower not to exceed 150 feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower;
- (22) Community centers;
- (23) Condominiums with three or fewer apartments;
- (24) Confectionery stores;
- (25) Convenience stores without dispensing gasoline;
- (26) Convenience stores with dispensing gasoline;
- (27) Convenience warehouse storage facilities;
- (28) Child care centers;
- (29) Daycares;
- (30) Delicatessens;
- (31) Dwelling; within the confines of a building in which a permitted use is conducted;
- (32) Educational and charitable institutions;
- (33) Educational and scientific research services;
- (34) Florists;
- (35) Food stores and Delicatessens;
- (36) Furniture refinishing. The entire business must be conducted within a building;
- (37) Furniture/appliance stores;
- (38) Gift shops;
- (39) Grocery stores;
- (40) Home improvement stores;
- (41) Hospitals;

- (42) Hotels;
- (43) Insurance services;
- (44) Jewelry stores;
- (45) Laboratories; medical, dental, and optical;
- (46) Laundromats; self-service;
- (47) Lodges or clubs;
- (48) Counselling services;
- (49) Mortuaries;
- (50) Hotels/motels;
- (51) Municipal uses;
- (52) Plant nurseries;
- (53) Offices; professional and service;
- (54) Parking lots, parking garages, or parking facilities;
- (55) Pharmacies;
- (56) Photographic studios;
- (57) Printing services;
- (58) Professional membership organizations;
- (59) Professional schools;
- (60) Railroad stations;
- (61) Reducing/sun tanning facilities;
- (62) Respite care service facilities;
- (63) Restaurants, bars, and taverns;
- (64) Retail stores and services;
- (65) Rooming/boarding houses. Residential use is permitted above the ground floor and within the confines of a business building;
- (66) Schools;
- (67) Service stations; full service;
- (68) Service stations; mixed use;

- (69) Service stations; self-service dispensing of gas only;
- (70) Shoe stores;
- (71) Tattoo/body piercing establishments;
- (72) Temporary medical housing;
- (73) Theaters; indoor;
- (74) Tire shops; and recapping;
- (75) Tourist information booths;
- (76) Upholstery shops, provided till work is completed inside the building;
- (77) Utility business offices;

(78) Wholesale stores and distributors. The maximum gross floor area of a building permitted for this use is 6,410 square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building.

(C) *Conditional Uses.*

- (1) Restaurants (Drive-in);
- (2) Micro-breweries;
- (3) Equipment rental and sales yards;

(4) Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located;

(5) Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one;

- (6) Micro distilleries; and

(7) Warehousing facilities. Warehouse or storage facilities are permitted as the primary use on a lot or property only if a conditional use permit is granted. A lot or property will not be eligible for consideration of the issuance of a conditional use permit unless the proposed facility will be located on a lot immediately adjoining (or directly across an alley from) a property with an allowed C-1 District use; the proposed facility is necessary to and will be used as an accessory to the allowed use on the adjoining lot; and both lots are under the same ownership.

(D) *Performance standards.*

- (1) *Area and bulk regulations.*

Use	Minimum Lot Size (Sq. Ft.)	Minimum Lot Width (Sq. Ft.)	Maximum Coverage (%)	Maximum # of Dwelling Units	Setbacks				Area (Sq. Ft.)	Floor Maximum Height (Ft.)
					Front (Ft.)	Rear (Ft.)	Interior Side (Ft.)	Side Street (Ft.)		
Permitted Uses	None	None	*		0 or A	0 or B	0 or C	-		70
Accessory buildings							5	12.5		18

A The required minimum R District setback applies if the frontage between two streets separates an R District and a C District.

B No minimum rear yard setback is required except for a lot abutting the side of a lot in an R in which case the minimum rear yard setback is 15 feet.

C No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in an R district, in which latter case, the minimum interior side yard setback is five feet.

(2) *Accessory building/garage; detached.*

(a) A detached accessory building must be located at least ten feet from the main building.

(b) On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street, the garage must be set back from the side street property line a distance of not less than 20 feet.

(3) *Accessory building; attached.* A building which if detached from the main building would constitute an accessory building, it has to be connected to the main building by a breezeway or similar structure, and in such event, it shall meet all requirements for the main building.

**§ 25-3-14 C-2 NEIGHBORHOOD AND RETAIL COMMERCIAL DISTRICT.**

(A) *Intent.* The intent of a C-2 Neighborhood and Retail Commercial District is to provide a zone consisting of retail stores and service establishments.

(B) *Principal Permitted Uses.*

- (1) Accounting, auditing, and bookkeeping services;
- (2) Adult day service facilities;
- (3) Ambulance services;

- (4) Amusement centers;
- (5) Animal clinics; indoor only;
- (6) Arts and crafts studios;
- (7) Automated or coin-operated car washes;
- (8) Bakeries or Baked goods stores;
- (9) Bank automated teller facilities; outdoor;
- (10) Bank automated teller facilities; indoor;
- (11) Banking services;
- (12) Barber and beauty shops;
- (13) Book and stationery stores;
- (14) Brew pubs;
- (15) Religious assemblies;
- (16) Cleaning and laundry agencies;
- (17) Clinics;
- (18) Communication facilities including communication tower, such tower not to exceed 150 feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower;
- (19) Community centers;
- (20) Confectionery stores;
- (21) Convenience stores with dispensing gasoline;
- (22) Convenience stores without dispensing gasoline;
- (23) Convenience warehouse storage facilities;
- (24) Dance, music, or voice studios;
- (25) Daycares;
- (26) Delicatessens;
- (27) Domestic violence shelters;
- (28) Child care centers;
- (29) Educational and charitable institutions;

- (30) Educational and scientific research services;
- (31) Equipment rental and sales yards;
- (32) Florists;
- (33) Food stores and Delicatessens;
- (34) Furniture refinishing (the entire business must be conducted within a building);
- (35) Furniture/appliance stores;
- (36) Gift shops;
- (37) Gyms or fitness centers;
- (38) Grocery stores;
- (39) Home improvement stores;
- (40) Hospitals;
- (41) Hotels/motels;
- (42) Insurance services;
- (43) Jewelry stores;
- (44) Laboratories; medical, dental, and optical;
- (45) Laundromats; self-service;
- (46) Libraries;
- (47) Lodges or clubs;
- (48) Counselling services;
- (49) Municipal uses;
- (50) Restaurants; drive-in;
- (51) Offices; professional and service;
- (52) Pharmacies;
- (53) Photographic studios;
- (54) Printing services;
- (55) Professional membership organizations;
- (56) Professional schools;

- (57) Reducing/sun tanning facilities;
- (58) Respite care service facilities;
- (59) Restaurants;
- (60) Retail stores and services;
- (61) Rooming/boarding houses. Residential use is permitted above the ground floor and within the ground floor if to the back or side of a business building;
- (62) Bars/taverns;
- (63) Service stations; full service;
- (64) Service stations; mixed use;
- (65) Shoe stores;
- (66) Tattoo/body piercing establishments;
- (67) Temporary medical housing;
- (68) Theaters; indoor;
- (69) Tourist information booths;
- (70) Upholstery shops provided all work is completed within the building;
- (71) Utility business offices; and
- (72) Warehousing and wholesaling.

(C) *Conditional Uses.*

- (1) Auto sales and services;
- (2) Billboards. Billboards must be located in permitted areas per Article 6 of this chapter;
- (3) Micro-breweries;
- (4) Emergency shelters;
- (5) Micro distilleries;
- (6) Multi-family dwellings. Residential use is permitted above the ground floor and within the ground floor to the back or side of a business building;
- (7) Single-family dwellings. Residential use is permitted above the ground floor and within the ground floor to the back or side of a business building;
- (8) Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots

in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone in which it is located;

(9) Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one;

(10) Two-family dwellings. Residential use is permitted above the ground floor and within the ground floor to the back or side of a business building; and

(11) Any hotels or apartments higher than the maximum 45 feet will require a conditional use permit approved by the Planning Commission.

(D) *Performance standards.*

(1) *Area and bulk regulations.*

<i>Use</i>	<i>Minimum Lot Size (Sq. Ft.)</i>	<i>Minimum Lot Width (Sq. Ft.)</i>	<i>Maximum Coverage (%)</i>	<i>Maximum # of Dwelling Units</i>	<i>Setbacks</i>				<i>Area (Sq. Ft.)</i>	<i>Floor Maximum Height (Ft.)</i>
					<i>Front (Ft.)</i>	<i>Rear (Ft.)</i>	<i>Interior or Side (Ft.)</i>	<i>Side Street (Ft.)</i>		
Hotels/motels							C	12.5		45
Other permitted uses					A	B	C	12.5		35
Accessory buildings								12.5		18

A The required minimum R District setback applies if the frontage between two streets (one block) separates an R District and either a C District.

B No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or O-P District, in which case the minimum rear yard setback is 15 feet. If a public alley separates such lots, no rear yard is required.

C No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or O-P District, in which latter case, the minimum interior side yard setback is five feet. If a public alley separates such lots, no side yard is required.

(2) *Accessory building/garage; detached.*

(a) A detached accessory building must be located at least ten feet from the main building.

(b) On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street, the garage must be set back from the side street property line a distance of not less than 20 feet.

(3) *Accessory building; attached.* A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.

**§ 25-3-15 C-3 HEAVY COMMERCIAL DISTRICT.**

(A) *Intent.* The intent of a C-3 Heavy Commercial District is a zone designed primarily for warehousing, distribution centers, and minimum light manufacturing and processing.

(B) *Principal Permitted Uses.*

(1) Accounting, auditing, and bookkeeping services;

(2) Adult day service facilities;

(3) Ambulance services;

(4) Amusement centers;

(5) Animal clinics; indoor only;

(6) Animal clinics; indoor/outdoor;

(7) Arts and crafts studios;

(8) Auction houses;

(9) Auto sales and services;

(10) Auto storage and rentals. All processing, packaging, or fabricating to be conducted wholly inside a building. Nuisance-producing processing, packaging, or fabricating not permitted;

(11) Automated or coin-operated car washes;

(12) Bakeries or Baked goods stores;

(13) Bank automated teller facilities; outdoor;

(14) Bank automated teller facilities; indoor;

(15) Banking services;

(16) Barber and beauty shops;

- (17) Beverage bottling plants;
- (18) Billboards. Billboards must be located in permitted areas per Article 6 of this chapter;
- (19) Boat building (small);
- (20) Book and stationery stores;
- (21) Breweries;
- (22) Brew pubs;
- (23) Bus depots;
- (24) Business colleges and trade schools;
- (25) Cabinet shops. The entire business must be conducted within a building;
- (26) Campgrounds;
- (27) Religious assemblies;
- (28) Cleaning plants; commercial. The maximum gross floor area of a building permitted for this use is 6,400 square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building;
- (29) Cleaning and laundry agencies;
- (30) Clinics;
- (31) Communication facilities including communication tower, such tower not to exceed 150 feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower;
- (32) Community centers;
- (33) Confectionery stores;
- (34) Construction storage yards. Yard must be enclosed in Class 3 fence;
- (35) Convenience warehouse storage facilities;
- (36) Convenience stores without dispensing gasoline;
- (37) Convenience stores with dispensing gasoline;
- (38) Dairy product processing;
- (39) Dance, music, or voice studios;
- (40) Daycares;
- (41) Delicatessens;

- (42) Distilleries;
- (43) Child care centers;
- (44) Restaurants (Drive-in);
- (45) Educational and scientific research services;
- (46) Equipment rental and sales yards;
- (47) Florists;
- (48) Food stores and Delicatessens;
- (49) Furniture refinishing. The entire business must be conducted within a building;
- (50) Furniture/appliance stores;
- (51) Gift shops;
- (52) Gyms or fitness centers;
- (53) Grocery stores;
- (54) Home improvement stores;
- (55) Hospitals;
- (56) Insurance services;
- (57) Jewelry stores;
- (58) Laboratories; medical, dental, and optical;
- (59) Laundry; commercial plants. The maximum gross floor area of a building permitted for this use is 6,400 square feet. Incidental, non-nuisance-producing processing, packaging, or fabricating is permitted if conducted entirely within a building;
- (60) Laundromats; self-service;
- (61) Lodges or clubs;
- (62) Lumber yards;
- (63) Machine shops;
- (64) Counselling services;
- (65) Metal finishing. Retail and wholesale metal finishing permitted, providing the metal finishing equipment shall be used, and all parts to be or which have been processed, together with all materials and supplies, shall be stored, wholly within a building; and in addition, if metal plating is done, not more than three persons may function in the metal plating line, the metal plating line shall not use a floor area in excess of 1,500 square feet, and only a self-contained

processing system shall be used. A metal plating line constitutes a metal plating process commencing with racking of a part to be plated and ending with un-racking of such part;

- (66) Micro-breweries;
- (67) Micro distilleries;
- (68) Monument works; stone;
- (69) Mortuaries;
- (70) Hotels/motels;
- (71) Municipal uses;
- (72) Bars/taverns;
- (73) Plant nurseries;
- (74) Offices; professional and service;
- (75) Parking lots, parking garages, or parking facilities;
- (76) Pharmacies;
- (77) Photographic studios;
- (78) Printing services;
- (79) Professional membership organizations;
- (80) Professional schools;
- (81) Public garages;
- (82) Railroad stations;
- (83) Recreational vehicle sales lots;
- (84) Recreational vehicle storage lots; outdoor;
- (85) Reducing/sun tanning facilities;
- (86) Respite care service facilities;
- (87) Restaurants;
- (88) Retail stores and services;
- (89) Sandblasting. All commercial sandblasting of moveable objects to be conducted wholly inside a building;
- (90) Service stations; full service;

- (91) Service stations; mixed use;
- (92) Service stations; self-service dispensing of gas only;
- (93) Shoe stores;
- (94) Shops for building contractors. The entire business must be conducted within a building;
- (95) Sign shops;
- (96) Tack shops;
- (97) Tattoo/body piercing establishments;
- (98) Temporary medical housing;
- (99) Terminal yards; trucking;
- (100) Theaters; indoor;
- (101) Theaters; drive-in;
- (102) Tire shops; and recapping (the entire business must be conducted within a building);
- (103) Tourist information booths;
- (104) Tractor/trailer parking lots;
- (105) Trailer parks;
- (106) Travel trailers;
- (107) Mobile home, and manufactured housing sales lots;
- (108) Truck and tractor repair;
- (109) Upholstery shops. All work is completed inside the building;
- (110) Utility business offices; and
- (111) Warehousing/wholesaling facilities.

(C) *Conditional Uses.*

- (1) Emergency shelters;
- (2) Implement dealers;
- (3) Mobile home sales;
- (4) Petroleum storage;
- (5) Processing, packaging, or fabricating;

(6) Public scales;

(7) Recycling centers;

(8) Residential use is permitted only within the confines of a building in which a permitted use is conducted;

(9) Rooming/boarding houses;

(10) Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone;

(11) Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one;

(12) Temporary storage of grain, for not to exceed 60 consecutive days (and a permit for which may be renewed for not to exceed 60 consecutive days), outside a building or structure subject the following additional conditions, to be set forth in the permit.

(a) The grain shall be placed on a concrete floor or some other type of waterproof material that, as determined by the Development Services Director, is equal to a concrete floor.

(b) No part of the grain shall be placed, or caused or permitted to be closer to any property line than any building setback line that has been platted or is required in the zone to which the tract of kind is subject.

(c) The permit shall be subject to revocation by the Commission, if the Commission, subsequent to granting the permit, shall determine that the grain, or conditions incidental thereto, or the manner in which the grain is being handled constitutes a public nuisance; and, upon such a determination, the holder of the permit shall promptly comply with any order of the Commission concerning removal or other disposition of the grain.

(d) Provided, no permit for such a use shall be issued and delivered until the permittee shall have executed and delivered to the Development Services Director a written agreement which, as determined by the Director, indemnifies and holds harmless the city, its officers and employees and members of the Planning Commission, against any and all claims of liability for injuries or damages to persons or property caused, in whole or in part, by the presence of the grain; by conditions occurring, in whole or in part, because of presence of the grain or the manner in which the grain is delivered, piled, moved, removed, or otherwise handled; and by any acts of commission or omission on the part of any persons, whether or not the permittee or third persons for whose acts or omissions liability otherwise might or might not be imputable to the permittee. The terms "warehousing" and "wholesaling" shall not be construed to apply to the storage of grain outside a building or structure.

(D) *Performance standards.*

(1) *Area and bulk regulations.*

Use	Minimum Lot Size (Sq. Ft.)	Minimum Lot Width (Sq. Ft.)	Maximum Coverage (%)	Maximum # of Dwelling Units	Setbacks				Area (Sq. Ft.)	Floor Maximum Height (Ft.)
					Front (Ft.)	Rear (Ft.)	Interior Side (Ft.)	Side Street (Ft.)		
Permitted uses					A	B	C			35
Accessory building								12.5		35

A The required minimum R District setback applies if the frontage between two streets (one block) separates an R District and a C District.

B No minimum rear yard setback is required except lot a lot abutting the side of a lot in either an R or O-P District, in which case the minimum rear yard setback is 15 feet.

C No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or O-P District, in which latter case the minimum interior side yard setback is five feet.

(2) *Accessory building/garage; detached.*

(a) A detached accessory building must be located at least ten feet from the main building.

(b) On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street, the garage must be set back from the side street property line a distance of not less than 20 feet.

(3) *Accessory building; attached.* A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event, shall meet all requirements for the main building.

**§ 25-3-16 M-1 LIGHT MANUFACTURING AND INDUSTRIAL DISTRICT.**

(A) *Intent.* The intent of on M-1 Light Manufacturing and Industrial District is a zone permitting most fabricating activities except heavy manufacturing and processing of raw materials.

(B) *Principal Permitted Uses.*

(1) Accounting, auditing, and bookkeeping services;

(2) Ambulance services;

- (3) Amusement centers;
- (4) Animal clinics; indoor only;
- (5) Animal clinics; indoor/outdoor;
- (6) Arts and crafts studios;
- (7) Auction houses;
- (8) Auto sales and services;
- (9) Auto storage and rental;
- (10) Automated or coin-operated car washes;
- (11) Bakeries or baked goods stores;
- (12) Bank automated teller facilities; outdoor;
- (13) Bank automated teller facilities; indoor;
- (14) Banking services;
- (15) Barber and beauty shops;
- (16) Beverage bottling plants;
- (17) Billboards. Billboards must be located in permitted areas per Article 6 of this chapter;
- (18) Boat building (small);
- (19) Book and stationery stores;
- (20) Breweries;
- (21) Brew pubs;
- (22) Bus depots;
- (23) Business colleges and trade schools;
- (24) Cabinet shops;
- (25) Religious assemblies;
- (26) Cleaning plants; commercial;
- (27) Cleaning and laundry agencies;
- (28) Clinics;

(29) Communication facilities including communication tower, such tower not to exceed 150 feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the tower;

- (30) Community centers;
- (31) Concrete batch plants;
- (32) Construction storage yards;
- (33) Confectionery stores;
- (34) Convenience stores without dispensing gasoline;
- (35) Convenience stores with dispensing gasoline;
- (36) Convenience warehouse storage facilities;
- (37) Dairy product processing;
- (38) Dance, music, or voice studios;
- (39) Delicatessens;
- (40) Distilleries;
- (41) Restaurants (Drive-in);
- (42) Educational and scientific research services;
- (43) Equipment rental and sales yards;
- (44) Feed mills;
- (45) Florists;
- (46) Food processing plants; non-meat;
- (47) Food stores and delicatessens;
- (48) Fuel yards;
- (49) Furniture refinishing;
- (50) Furniture/appliance stores;
- (51) Gift shops;
- (52) Gyms or fitness centers;
- (53) Grocery stores;
- (54) Home improvement stores;

- (55) Hospitals;
- (56) Hotel/motels;
- (57) Ice manufacturer/cold storage plants;
- (58) Insurance services;
- (59) Jewelry stores;
- (60) Laboratories; medical, dental, and optical;
- (61) Laundry; commercial plants;
- (62) Laundromats; self-service
- (63) Lodges or clubs;
- (64) Lumber yards;
- (65) Machine shops;
- (66) Counselling services;
- (67) Metal finishing;
- (68) Micro-breweries;
- (69) Micro distilleries;
- (70) Monument works; stone;
- (71) Mortuaries;
- (72) Municipal uses;
- (73) Plant nurseries;
- (74) Offices; professional and service;
- (75) Parking lots, parking garages, or parking facilities;
- (76) Pharmacies;
- (77) Photographic studios;
- (78) Planning mills;
- (79) Printing services;
- (80) Processing, packaging, or fabricating. All processing, packaging, or fabricating to be conducted wholly inside a building. Nuisance-producing processing, packaging, or lubricating not permitted;

- (81) Professional membership organizations;
- (82) Professional schools;
- (83) Public garages;
- (84) Public scales;
- (85) Railroad stations;
- (86) Recreational vehicle sales lots;
- (87) Recreational vehicle storage lots; outdoor;
- (88) Recycling centers;
- (89) Reducing/suntanning facilities;
- (90) Restaurants, bars, and taverns;
- (91) Retail stores and services;
- (92) Sandblasting;
- (93) Service stations; full service;
- (94) Service stations; mixed use;
- (95) Service stations; self-service dispensing of gas only;
- (96) Shoe stores;
- (97) Shops for building contractors;
- (98) Sign shops;
- (99) Dwelling for watchperson of commercial or industrial use properties;
- (100) Tattoo/body piercing establishments;
- (101) Temporary medical housing;
- (102) Terminal yards; trucking;
- (103) Theaters; indoor;
- (104) Theaters; drive-in;
- (105) Tire shops; and recapping;
- (106) Tourist information booths;
- (107) Tractor/trailer parking lots;

- (108) Mobile home, and manufactured housing sales lots;
- (109) Truck and tractor repair;
- (110) Utility business offices;
- (111) Warehousing/wholesaling facilities; and
- (112) Wholesale stores and distributors.

(C) *Conditional Uses.*

- (1) Fertilizer mixing and storage plants;
- (2) Junkyards;
- (3) Petroleum storage;
- (4) Scrap metal processing facilities;
- (5) Solid waste transfer stations;

(6) Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements;

(7) Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one, with all use requirements for the zone; and

(8) Temporary storage of grain, for not to exceed 60 consecutive days (and a permit for which may be renewed for not to exceed 60 consecutive days), outside a building or structure subject the following additional conditions, to be set forth in the permit.

(a) The grain shall be placed on a concrete floor or some other type of waterproof material that, as determined by the Development Services Director, is equal to a concrete floor.

(b) No part of the grain shall be placed, or caused or permitted to be closer to any property line than any building setback line that has been platted or is required in the zone to which the tract of land is subject.

(c) The permit shall be subject to revocation by the Commission, if the Commission, subsequent to granting the permit, shall determine that the grain, or conditions incidental thereto, or the manner in which the grain is being handled constitutes a public nuisance; and, upon such a determination, the holder of the permit shall promptly comply with any order of the Commission concerning removal or other disposition of the grain.

(d) Provided, no permit for such a use shall be issued and delivered until the permittee shall have executed and delivered to the Development Services Director a written agreement which, as determined by the Director, indemnifies and holds harmless the city, its officers, and

employees and members of the Planning Commission, against any and all claims of liability for injuries or damages to persons or property caused, in whole or in part, by the presence of the grain; by conditions occurring, in whole or in part, because of presence of the grain or the manner in which the grain is delivered, piled, moved, removed, or otherwise handled; and by any acts of commission or omission on the part of any persons, whether or not the permittee or third persons for whose acts or omissions liability otherwise might or might not be imputable to the permittee. The terms “warehousing” and “wholesaling” shall not be construed to apply to the storage of grain outside a building or structure.

(D) *Performance standards.*

(1) *Area and bulk regulations.*

<i>Use</i>	<i>Minimum Lot Size (Sq. Ft.)</i>	<i>Minimum Lot Width (Sq. Ft.)</i>	<i>Maximum Coverage (%)</i>	<i>Maximum # of Dwelling Units</i>	<i>Setbacks</i>				<i>Area (Sq. Ft.)</i>	<i>Floor Maximum Height (Ft.)</i>
					<i>Front (Ft.)</i>	<i>Rear (Ft.)</i>	<i>Interior Side (Ft.)</i>	<i>Side Street (Ft.)</i>		
Permitted uses					20 or A	B	C	12.5		70
Accessory building								12.5		35

A The required minimum R District setback applies if the frontage between two streets (one block) separates an R District or O-P District and an M District.

B No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or O-P District, in which case the minimum rear yard setback is 15 feet.

C No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or O-P District, in which latter case, the minimum interior side yard setback is five feet.

(2) *Accessory building/garage; detached.*

(a) A detached accessory building must be located at least ten feet from the main building.

(b) On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street, the garage must be set back from the side street property line a distance of not less than 20 feet.

(3) *Accessory building; attached.* A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.

**§ 25-3-17 RESERVED.**

**§ 25-3-18 M-2 HEAVY MANUFACTURING AND INDUSTRIAL DISTRICT.**

(A) *Intent.* The intent of an M-2 Heavy Manufacturing and Industrial District is a zone permitting the manufacture and processing of goods from raw materials.

(B) *Principal Permitted Uses.*

- (1) Accounting, auditing, and bookkeeping services;
- (2) Ambulance services;
- (3) Amusement centers;
- (4) Animal clinics; indoor only;
- (5) Animal clinics; indoor/outdoor;
- (6) Arts and crafts studios;
- (7) Auction houses;
- (8) Auto sales and services;
- (9) Auto storage and rental;
- (10) Automated or coin-operated car washes;
- (11) Bakeries or Baked goods stores;
- (12) Bank automated teller facilities; outdoor;
- (13) Bank automated teller facilities; indoor;
- (14) Banking services;
- (15) Barber and beauty shops;
- (16) Beverage bottling plants;
- (17) Billboards. Billboards must be located in permitted areas per Article 6 of this chapter;
- (18) Boat building (small);
- (19) Book and stationery stores;
- (20) Breweries;

- (21) Brew pubs;
- (22) Bus depots;
- (23) Business colleges and trade Schools;
- (24) Cabinet shops;
- (25) Religious assemblies;
- (26) Cleaning plants; commercial;
- (27) Cleaning and laundry agencies;
- (28) Clinics;
- (29) Communication facilities including communication tower, such tower not to exceed 150 feet in height. No guy wires, outrigging, or other supporting structures may extend beyond the foundation of the lower;
- (30) Community centers;
- (31) Concrete batch plants;
- (32) Confectionery stores;
- (33) Construction storage yards;
- (34) Convenience stores without dispensing gasoline;
- (35) Convenience stores with dispensing gasoline;
- (36) Convenience warehouse storage facilities;
- (37) Dairy product processing;
- (38) Dance, music, or voice studios;
- (39) Delicatessens;
- (40) Distilleries;
- (41) Restaurants (Drive-in);
- (42) Educational and scientific research services;
- (43) Equipment rental and sales yards;
- (44) Feed mills;
- (45) Florists;
- (46) Food processing plants. non-meat;

- (47) Food stores and delicatessens;
- (48) Fuel yards;
- (49) Furniture refinishing;
- (50) Furniture/appliance stores;
- (51) Gift shops;
- (52) Gyms or fitness centers;
- (53) Grocery stores;
- (54) Home improvement stores;
- (55) Hospitals;
- (56) Hotels/motels;
- (57) Ice manufacturers/ cold storage plants;
- (58) Insurance services;
- (59) Jewelry stores;
- (60) Laboratories; medical, dental, and optical;
- (61) Laundry; commercial plants;
- (62) Laundromats; self-service;
- (63) Libraries;
- (64) Lumber yards;
- (65) Machine shops;
- (66) Counselling services;
- (67) Meat packing;
- (68) Metal finishing;
- (69) Micro-breweries;
- (70) Micro distilleries;
- (71) Monument works; stone;
- (72) Mortuaries;
- (73) Municipal uses;

- (74) Plant nurseries;
- (75) Offices; professional and service;
- (76) Parking lots, parking garages, or parking facilities;
- (77) Petroleum storage;
- (78) Pharmacies;
- (79) Photographic studios;
- (80) Planning mills;
- (81) Printing services;
- (82) Processing, packaging, or fabricating;
- (83) Professional membership organizations;
- (84) Professional schools;
- (85) Public garages;
- (86) Public scales;
- (87) Railroad stations;
- (88) Railroad yard or shops;
- (89) Recreational vehicle sales lots;
- (90) Recreational vehicle storage lots; outside;
- (91) Recycling centers;
- (92) Reducing/suntanning facilities;
- (93) Restaurants;
- (94) Retail stores and services;
- (95) Sandblasting;
- (96) Bars/taverns;
- (97) Service stations; full service;
- (98) Service stations; mixed use;
- (99) Service stations; self-service dispensing of gas only;
- (100) Shoe stores;

- (101) Shops for building contractors;
- (102) Sign shops;
- (103) Dwellings. for watchperson of commercial or industrial use property;
- (104) Tattoo/body piercing establishments;
- (105) Temporary medical housing;
- (106) Terminal yards; trucking;
- (107) Theaters; indoor;
- (108) Theaters; drive-in;
- (109) Tire shops; and recapping;
- (110) Tourist information booths;
- (111) Tractor/trailer parking lots;
- (112) Mobile home, and manufactured housing sales lots;
- (113) Truck and tractor repair;
- (114) Utility business offices;
- (115) Warehousing/wholesaling facilities; and
- (116) Wholesale stores and distributors.

(C) *Conditional Uses.*

- (1) Asphalt batch plants;
- (2) Fertilizer mixing and storage plants;
- (3) Junkyards;
- (4) Kennels; dog;
- (5) Livestock auction or holding pens;
- (6) Rendering plants;
- (7) Scrap metal processing facilities;
- (9) Solid waste transfer stations;
- (10) Tanning, curing, and storage of skins or hides;
- (11) Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots

in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone;

(12) Temporary building may be permitted if such building complies with all height and area requirements, and the use complies, except for the fact that the building is a temporary one, with all use requirements for the zone;

(13) Temporary storage of grain, for not to exceed 60 consecutive days (and a permit for which may be renewed for not to exceed 60 consecutive days), outside a building or structure subject the following additional conditions, to be set forth in the permit.

(a) The grain shall be placed on a concrete floor or some other type of waterproof material that, as determined by the Development Services Director, is equal to a concrete floor.

(b) No part of the grain shall be placed, or caused or permitted to be closer to any property line than any building setback line that has been platted or is required in the zone to which the tract of land is subject.

(c) The permit shall be subject to revocation by the Commission, if the Commission, subsequent to granting the permit, shall determine that the grain, or conditions incidental thereto, or the manner in which the grain is being handled constitutes a public nuisance; and, upon such a determination, the holder of the permit shall promptly comply with any order of the Commission concerning removal or other disposition of the grain.

(d) Provided, no permit for such a use shall be issued and delivered until the permittee shall have executed and delivered to the Development Services Director a written agreement which, as determined by the Director, indemnifies and holds harmless the city, its officers and employees and members of the Planning Commission, against any and all claims of liability for injuries or damages to persons or property caused, in whole or in part, by the presence of the grain; by conditions occurring, in whole or in part, because of presence of the grain or the manner in which the grain is delivered, piled, moved, removed, or otherwise handled; and by any acts of commission or omission on the part of any persons, whether or not the permittee or third persons for whose acts or omissions liability otherwise might or might not be imputable to the permittee. The terms “warehousing” and “wholesaling” shall not be construed to apply to the storage of grain outside a building or structure.

(D) *Performance standards.*

(1) *Area and bulk regulations.*

<i>Use</i>	<i>Minimum Lot Size (Sq. Ft.)</i>	<i>Minimum Lot Width (Sq. Ft.)</i>	<i>Maximum Coverage (%)</i>	<i>Maximum # of Dwelling Units</i>	<i>Setbacks</i>			<i>Side Street (Ft.)</i>	<i>Area (Sq. Ft.)</i>	<i>Floor Maximum Height (Ft.)</i>
					<i>Front (Ft.)</i>	<i>Rear (Ft.)</i>	<i>Interior Side (Ft.)</i>			

Permitted uses					20	A	B	12.5		75
Accessory buildings						A	B	12.5		75

A No minimum rear yard setback is required except for a lot abutting the side of a lot in either an R or O-P District, in which case the minimum rear yard setback is 15 feet.

B No minimum interior side yard setback is required except for a lot whose side abuts the side of a lot in either an R or O-P District, in which latter case, the minimum interior side yard setback is five feet.

(2) *Accessory building/garage; detached.*

(a) A detached accessory building must be located at least ten feet from the main building.

(b) On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street, the garage must be set back from the side street property line a distance of not less than 20 feet.

(3) *Accessory building; attached.* A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.

**§ 25-3-19 A AGRICULTURAL DISTRICT.**

(A) *Intent.* The intent of an A Agricultural District is a zone in which land is permitted to be used for raising of crops and pasturing cattle and related activities.

(B) *Principal Permitted Uses.*

- (1) Agriculture uses; general;
- (2) Home occupations;
- (3) Irrigation facilities;
- (4) Kennels; dog;
- (5) Municipal uses;
- (6) Public utility facilities;
- (7) Single-family dwellings;
- (8) Stables;
- (9) Tourist information booths; and

- (10) Wineries and vineyards;
- (11) Golf courses;
- (12) Agricultural attractions; and
- (13) Agricultural estate dwelling sites.

(14) The intent of this division (B) is not to encourage the creation of a large number of agricultural estate dwelling sites (AEDS) but such intent is to allow the “subdivision” or sale, of a portion of a larger tract of land, whereby the smaller parcel created is to be used primarily for dwelling site purposes, upon the following more specific requirements.

(a) The AEDS must consist of one or more of the following:

- 1. An existing farmstead site (an existing vacant home and accessory unit of buildings) on farm-ranch land;
- 2. A parcel which would allow a conveyance of property to be used for dwelling purposes; and
- 3. A parcel of marginal usage land (“marginal usage” defined as “land with little, or relatively little, agricultural productivity capability”).

(b) Each AEDS with frontage on an existing dedicated public road, shall have a minimum width of 150 feet (as a “front lot” width). In the event such AEDS is of an interior-section type, it shall have a dedicated access road, at least 25 feet in width, to a dedicated public road. Access road(s) serving AEDS shall be separated by a distance of no less than 1,000 feet from another access road, along a dedicated public road. Exception: less than 1,000 feet shall be approved by the State Department of Roads or city Development Services Department, whichever is applicable.

(c) Each AEDS shall be a minimum of two acres and a maximum of 20.

(d) For each AEDS, the owner shall reserve the balance of the 80 acres of vacant or agricultural land (such 80 acres may, however, have dwelling permitted by division (B)(11) above). This reservation shall be required (reserved) for as long as the reserved land is zoned A Agricultural District. The City Planning Commission and the City Council may permit the creation of an AEDS out of less than 80 acres of reserved land, in certain situations, in the event that the intent of this subsection is maintained. Each 80-acre tract (or less) shall serve the reservation requirements of only one AEDS.

(e) Each AEDS shall be shaped and located so as to allow accurate plotting on the official zoning map of the city (such as, abutting on lines identifiable as a segment of section, such as a section line or a one-fourth section line, or upon other readily identifiable features). Additionally, each AEDS shall be subject to the provisions for preliminary plat procedure and requirements from Chapter 21 of this Municipal Code.

(f) In reviewing an application for an AEDS, the Planning Commission and the City Council shall take into consideration the effect of such an AEDS upon utilities, roads, drainage,

terrain, usage, zoning, future subdividing, and the like. If approved, the AEDS parcel, along with the reserved tract, shall be noted by the Development Services Department, for future reference.

(g) To obtain an AEDS, an application for the same shall be presented by the owner(s) to the city Development Services Department. The application shall be reviewed by the Planning Commission, at a regular meeting of the same, and if approved, referred to the City Council for its approval. If approved by the City Council, there shall then be prepared a “certificate” identifying the AEDS, which certificate shall be filed in the real estate records of the county.

(h) In the event that after approval an AEDS is no longer actually used for a purpose in existence upon such approval (because of which purpose, such approval was given), then the approval granted by the City Council shall automatically be revoked.

(I) Each agricultural estate dwelling site shall be a minimum of two acres for each dwelling, (maximum of two dwellings per site), excluding any and all easements and rights-of-way with a maximum upwards of 20 acres.

(j) Before any final action can be taken, the applicant shall submit a receipt from the County Treasurer’s office showing that all current property taxes have been paid.

(C) *Conditional Uses.*

(1) Accessory single-family dwellings for persons customarily employed or engaged in farming and ranching;

(2) Cemeteries;

(3) Religious assemblies;

(4) Community centers;

(5) Educational and charitable institutions;

(6) Florists;

(7) Fruit and vegetable stands;

(8) Hospitals;

(9) Lodges or clubs;

(10) Plant nurseries;

(11) Temporary building or contractor’s storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone;

(12) Temporary storage of grain, for not to exceed 60 consecutive days (and a permit for which may be renewed for not to exceed 60 consecutive days), outside a building or structure subject the following additional conditions, to be set forth in the permit.

(a) The grain shall be placed on a concrete floor or some other type of waterproof material that, as determined by the Development Services Director, is equal to a concrete floor.

(b) No part of the grain shall be placed, or caused or permitted to be closer to any property line than any building setback line that has been platted or is required in the zone to which the tract of land is subject.

(c) The permit shall be subject to revocation by the Commission, if the Commission, subsequent to granting the permit, shall determine that the grain, or conditions incidental thereto, or the manner in which the grain is being handled constitutes a public nuisance; and, upon such a determination, the holder of the permit shall promptly comply with any order of the Commission concerning removal or other disposition of the grain.

(d) Provided, no permit for such a use shall be issued and delivered until the permittee shall have executed and delivered to the Development Services Director a written agreement which, as determined by the Director, indemnifies and holds harmless the city, its officers, and employees and members of the Planning Commission, against any and all claims of liability for injuries or damages to persons or property caused, in whole or in part, by the presence of the grain; by conditions occurring, in whole or in part, because of presence of the grain or the manner in which the grain is delivered, piled, moved, removed, or otherwise handled; and by any acts of commission or omission on the part of any persons, whether or not the permittee or third persons for whose acts or omissions liability otherwise might or might not be imputable to the permittee. The terms “warehousing” and “wholesaling” shall not be construed to apply to the storage of grain outside a building or structure.

(13) Wind energy conversion systems.

(D) *Performance standards.*

(1) *Area and bulk regulations.*

<i>Use</i>	<i>Minimum Lot Size (Sq. Ft.)</i>	<i>Minimum Lot Width (Sq. Ft.)</i>	<i>Maximum Coverage (%)</i>	<i>Maximum # of Dwelling Units</i>	<i>Setbacks</i>				<i>Area (Sq. Ft.)</i>	<i>Floor Maximum Height (Ft.)</i>
					<i>Front (Ft.)</i>	<i>Rear (Ft.)</i>	<i>Interior Side (Ft.)</i>	<i>Side Street (Ft.)</i>		
Accessory building						50	50	20		35
Single-family dwelling	20 acres	20		1	50	50	50	20		35

Other permitted uses					50	50	50	20		70
Minimum lot area/dwelling unit = 20 acres										

(2) *Accessory building/garage; detached.*

(a) A detached accessory building must be located at least ten feet from the main building.

(b) On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard setback of the main structure, and if entrance to the garage is from the side street, the garage must be set back from the side street property line a distance of not less than 20 feet.

(3) *Accessory building; attached.* A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.

**§ 25-3-20 AR AGRICULTURAL RESIDENTIAL DISTRICT.**

(A) *Intent.* The intent of a (AR) Agricultural District is to provide a transition from agricultural and ranching to low density residential development. In this zone are permitted large residential estates with accompanying agricultural land uses that do not conflict with residential uses.

(B) *Principal Permitted Uses.*

- (1) Agricultural uses; general;
- (2) Florists;
- (3) Home occupations;
- (4) Irrigation facilities;
- (5) Municipal uses;
- (6) Single-family dwellings;
- (7) Stables; and
- (8) Tourist information booths.

(C) *Conditional Uses.*

- (1) Cabinet shops;
- (2) Religious assemblies;

- (3) Community centers;
- (4) Educational and charitable institutions;
- (5) Fruit and vegetable stands;
- (6) Hospitals;
- (7) Kennels; dog;
- (8) Lodges or clubs;
- (9) Plant nurseries; and
- (10) Temporary building or contractor's storage and construction yard, incidental to the construction of a residential development or a real estate sales office to be used in marketing lots in a new subdivision, may be permitted if such a building or structure complies with all height and area requirements for the zone.

(D) *Performance standards.*

(1) *Area and bulk regulations.*

<i>Use</i>	<i>Minimum Lot Size (Sq. Ft.)</i>	<i>Minimum Lot Width (Sq. Ft.)</i>	<i>Maximum Coverage (%)</i>	<i>Maximum # of Dwelling Units</i>	<i>Setbacks</i>			<i>Side Street (Ft.)</i>	<i>Area (Sq. Ft.)</i>	<i>Floor Maximum Height (Ft.)</i>
					<i>Front (Ft.)</i>	<i>Rear (Ft.)</i>	<i>Interior Side (Ft.)</i>			
Accessory building						50	20	15		35
Single-family dwelling	5 acres			1	50	50	20	15		35
Other permitted uses	5 acres				50	50	20	15		70

(2) *Accessory building/garage; detached.*

- (a) A detached accessory building must be located at least ten feet from the main building.
- (b) On an existing reversed corner lot, a detached accessory building or garage may project into the side yard nearest the rear lot line if it does not extend beyond the front yard

setback of the main structure, and if entrance to the garage is from the side street, the garage must be set back from the side street property line a distance of not less than 20 feet.

(3) *Accessory building; attached.* A building which if detached from the main building would constitute an accessory building may be connected to the main building by a breezeway or similar structure, and in such event shall meet all requirements for the main building.

(E) *Special regulations for AR Zoning District.* The following rules are applicable in AR Zoning District.

(1) No pens or buildings primarily used for the housing of any livestock, swine, or fowl may be located closer than 50 feet from the lot line.

(2) No more than 3% of the lot size may be used for pens, corrals, or buildings for the housing of livestock, swine, or fowl.

(3) All fowl or swine shall be confined within pens, corrals, or buildings.

(4) No horses may be kept on a lot smaller than one-fourth acre. The number of horses on the lot may not exceed one per one-fourth acre. Colts are considered as horses within the meaning of this rule.

(5) No sheep shall be kept on a lot smaller than one-fourth acre. The maximum number of sheep allowed on the lot is three sheep per acre. Lambs are considered sheep within the meaning of this rule.

(6) No cattle may be kept on a lot smaller than one acre. The number of cattle may not exceed three per acre. Calves and steers are considered cattle within the meaning of this rule.

(7) No swine may be kept on a lot smaller than four acres. The number of swine may not exceed one per acre. Immature swine are considered swine within the meaning of this rule.

### **§ 25-3-23 GENERAL REQUIREMENTS.**

(A) *Accessory buildings.* Accessory buildings, regardless of the direction they face, may not project beyond the rear of the main building. Accessory structures under 200 square feet shall be anchored to a four-inch concrete slab, pier footings, or secured by some other means approved by the Development Services Director or his/her designee.

(B) *Building projections; lateral.* Eaves may extend into the front yard and rear yard setback area not to exceed a distance of two feet, but may not extend into a side yard setback area. Porches, covered porches, decks, platforms, or terraces not over three feet above the average level of the adjoining ground may extend eight feet into the required front yard. This exception shall not exceed any more than eight feet into any front yard setback established in the zoning district. Covered porches, decks, platforms, or terraces shall not be enclosed with any solid material, such as screening, siding, plywood, or other solid material normally used for outside wall covering. Any railing shall comply with the requirements of the adopted Building

Code and shall be at least 50 % open to the passage of air and light. Open or enclosed fire escapes, fireproof outside stairways, or balconies may not project more than five feet into a yard, nor more than three and one-half feet into a court.

(C) *Buildings and structures; projections; vertical.* In measuring height of buildings or structures for compliance with this chapter, the following parts of buildings or structures are not included, except where expressly otherwise provided; parapet walls not more than four feet high; chimneys, cooling towers, elevators, bulkheads, fire towers, grain elevators, penthouses stacks, stage towers or scenery lofts, sugar towers, ornamental tanks, radio or television towers, ornamental towers, monuments, cupolas, domes and spires, and necessary mechanical appurtenances; provided, such projections shall not be so placed as to obstruct light or ventilation.

(D) *Covered patio or porch.* A covered patio, porch, or similar accessory structure must comply with all yard area and space requirements applicable to an attached or detached accessory building, whichever is applicable. A front covered patio or porch shall not be enclosed. If a front covered patio or porch is enclosed, it shall no longer fall under this division (D) and shall be considered part of the building.

(E) *Carport.* A carport may be attached to the main residence. If the carport is open on two sides, it may be built to the interior property line. The interior lot line side of the carport shall not be enclosed. Stormwater runoff from the carport roof shall not drain onto adjoining property. There shall be an opening of a width of not less than 36 inches and of a height not less than that of a standard door to allow transportation between the front and back yards.

(F) *Common area.* Where a building adjoins an area held in common with other property owners in the immediate vicinity, the roof overhang of the building may encroach into the commonly held area provided that the minimum spacing between buildings as mandated by the applicable Fire Prevention Code is maintained.

(G) *Corner lot; obstructions.* No building or structure, or a part thereof, may be built on a corner lot in any R District, or residentially used lot or tract of land, within a triangular area bounded by the lot lines abutting two intersecting streets and a line connecting a point lying on each lot line 20 feet from the point of intersection of the lot lines. Shrubs within this area may not exceed three feet in height and trees therein must be trimmed to a height above the curb or established street grade of at least eight feet.

(H) *Corner lot; side street.* A building on a corner lot shall be set back from the side street not less than one-half of the distance required by this chapter for a front building setback. In Districts C-1, C-2, and C-3, no building or structure, or any part thereof, shall be constructed within a triangular area at the street corner of a lot or tract which has, as its sides, sides herein designated and described. Side A shall consist of a side that borders the lane of traffic approaching the intersection, and that is 15 feet in length. Side B shall consist of a side that borders the lane of traffic leaving the intersection and that is five feet in length. Side C shall be

the hypotenuse.

(I) *Decorative structures.* A special permit may be issued to erect in a front setback area a decorative structure, exclusive of signs, which does not have a height in excess of three feet above the ground.

(J) *Feedlots.* New feedlots and the expansion of existing feedlots are not permitted within the city's zoning jurisdiction.

(K) *Hotels and motels; lot area.* Lot area requirements for dwelling units apply to hotels and motels which provide kitchen facilities in any room, suite, or apartment.

(L) *Lot dimensions; reduction.* After the effective date of this chapter, no lot area, size, or other dimension may be reduced below the minimum lot area, size, or other dimension required by this chapter. If the area, size or other dimension is below such minimum requirements when this chapter becomes effective, it may not be reduced further.

(M) *Particular streets; setbacks.* All buildings and structures, except fences and signs, shall be set back from the following streets not less than the following distances:

(1) From east side of 1st Avenue between East 15th Street and East Overland: ten feet;

(2) From east side of 1st Avenue between East 19th and East 20th Streets: ten feet;

(3) From both sides of Broadway Avenue between the south city limits and West Overland Drive: 20 feet;

(4) From both sides of West 27th Street between Broadway Avenue and the west city limits: 20 feet; and

(5) From both sides of East Overland Drive between Railway Street and the east city limits: 20 feet. If setbacks required by other provisions of this chapter are greater than those specified in this section, the setback requirements of such other provisions shall govern.

(N) *Railroad intersection.* No building or other structure may be placed on a triangular tract of land which on one side abuts a public street that is intersected by a railroad track, on a second side abuts the railroad right-of-way, and the third boundary line which, extended, intersects the centerline of the nearest rail and the nearest right-of-way line of the street at points respectively, which are less than 50 feet distant from the point of intersection of such centerline of the nearest rail and such right-of-way line of the street extended.

(O) *Rear yard; depth; area.* In computing depth or area of a rear yard for a lot whose rear yard opens into an alley, one-half of the width of the alley is considered to be part of the yard.

(P) *Semi-detached dwellings; bungalow court; setbacks.* For purposes of the application of front, side, and rear yard setbacks, a semi-detached (two-family) dwelling or a bungalow court is considered to be one building occupying one lot.

(Q) *Setbacks; front.* Front yard setback requirements apply to that part of the yard abutting a front street whether the building on the lot fronts on the front or a side street. A building on a corner lot shall be set back from the side street not less than one-half the distance required by the chapter for a front building setback. In Districts C-1, C-2, and C-3, no building or structure, or any part thereof, shall be constructed within a triangular area at the street corner of a lot or tract which has, as its sides, sides herein designated and described. Side A shall consist of a side that borders the lane of traffic approaching the intersection and that is 15 feet in length. Side B shall consist of a side that borders the lane of traffic leaving the intersection and that is five feet in length. Side C shall be the hypotenuse. Accessory buildings, regardless of the direction they face, may not project beyond nor into any yard required by the chapter, nor may they be located in such yard.

(R) *Setbacks; plat.* If setbacks greater than required by this chapter are shown in a recorded plat of an addition or subdivision which has been approved by the City Council, compliance shall be had with the setbacks shown in the plat.

(S) *Setbacks; quarter section lines.* If a track abuts upon or is adjacent to a quarter section line on which no public street, alley, highway, road, or way has been established, the front and rear setback requirements for buildings and structures which are established elsewhere in this chapter shall apply to that part of the tract which so abuts or is so adjacent as if the quarter section line were the centerline of a platted street which is 100 feet in width, and as if the tract or, as the case may be, part of the tract fronted on such street.

(T) *Subdivided lot; noncompliance; special permit.* Anything in this article to the contrary notwithstanding, if the City Council shall have approved the subdivision of a lot (whether by approval of a final replat or approval of a subdivision without a plat) into two or more tracts on each of which there has existed since prior to June 10, 1974 one or more residence buildings, and after the subdivision one or more of such tracts or buildings shall not comply, because of such subdivision, with one or more other requirements of this article, the Planning Commission, upon an application made pursuant to Article 16 of this chapter and compliance with all other requirements of such article, may issue a special permit waiving such noncompliance with this article, subject to such conditions, if any, as the permit may prescribe.

(U) *Swimming pool; location.* A swimming pool or similar accessory structure may not be located in either a front or side yard setback area.

(V) *Use of land and public utility.* The use of land (exclusive of public streets and alleys) and buildings in any location for public utility (whether publicly or privately-owned) purposes

which the Commission finds reasonably necessary for the public convenience and welfare. The permits authorized in divisions (C) and (D) above may not be granted for more than one year, but may be renewed for periods not exceeding one year each for written application made at least 30 days before the one period expires.

(W) *Uses; illegal; existing.* No use of any lot, tract of land, building, or structure which was illegal at the time this chapter was enacted is made legal by the enactment of this chapter unless the use conforms fully to the requirements of this chapter.

(X) *Uses requiring a conditional use permit.* The following uses which, in absence of a conditional use permit granted by the Planning Commission, are not permitted in any zone or, as the case may be, if certain zones are permitted if the Planning Commission grants a conditional use permit for the use:

- (1) Accessory living quarters for persons employed in agricultural work on the land;
- (2) Animal hospital or dog kennel;
- (3) Slaughtering of animals or poultry;
- (4) Outdoor amusement enterprises;
- (5) Cemetery;
- (6) A family child care home which is already permitted in a zone when providing care for more than 12 hours per day. Provided that any individual child may only be present for 12 hours or less per day but the family child care home may operate any time of the day or night after a conditional use permit is approved;
- (7) Drive-in theater;
- (8) Golf course or driving range;
- (9) Hospital, sanitarium, or chemical dependency rehabilitation facility;
- (10) Livestock feeding or sale yard;
- (11) Nuisance-producing agricultural use;
- (12) Nursing home;
- (13) Private club or social center;
- (14) Sand or gravel pit or plant, borrow pit, stripping of top soil, or recycling concrete rubble and the retail sale of the resulting product;
- (15) Private or parochial school or similar institution;
- (16) Oil or gas well; and

(17) Facility providing temporary care for runaway or homeless minors. The term “runaway or homeless minors” includes, but is not limited to, minors of that description who are placed in the facility by order of a court or by another public agency.”

Section 4. Chapter 25, Article 4, Section 6 of the Scottsbluff Municipal Code is repealed.

**§ 25-4-6 (REPEAL)**

Section 5. Chapter 25, Article 6, Section 9 and 16 of the Scottsbluff Municipal Code are now amended to provide as follows:

**“§ 25-6-9 RESIDENCE SUBDIVISION IDENTIFICATION; PERMIT.**

Anything in § 25-6-8 of this article to the contrary notwithstanding, the Planning Commission may grant a conditional use permit for the erection and maintenance of one or two subdivision identification signs at each collector or arterial street entrance to a subdivision in a residence zone. The area of such a sign or, if there be two signs, the aggregate area of the two signs at a particular entrance shall not exceed 35 square feet; provided, further, no such sign(s) exceeding 36 inches in height may be erected within a triangular area bounded on two sides by the intersecting right-of-way lines of the two abutting streets and on the third side by a line connecting a point on each such boundary line which is 20 feet from the point of such intersection. The sign(s) shall identify the subdivision by name or symbol only, and may have indirect illumination. The sign shall be maintained in good condition by the owner at all times.

**§ 25-6-16 SIGNS; WHERE REQUIRED BY LAW.**

Signs that are required by law may be erected without securing a permit.”

Section 6. Chapter 25, Article 8, Section 5 of the Scottsbluff Municipal Code is now amended to provide as follows:

**“§ 25-8-5 BUILDING; REQUIREMENTS.**

A home occupation may be carried on only within a building, except as otherwise provided in this section. No building may be remodeled, added to, or otherwise altered in such a manner as to diminish or otherwise alter the residence character of the structure. Access to that part of a dwelling used for a home occupation may be had only through an entrance used also as an entrance to the part of the building occupied as a dwelling. The Planning Commission may issue a conditional use permit authorizing photographic sessions to be conducted by a commercial photographer outdoors on residential premises occupied by the photographer; the permit may

include authorization for such work to be done, also, by photographer business associates or employees of the photographer.”

Section 7. Chapter 25, Article 13, Sections 1 through 11 of the Scottsbluff Municipal Code are now amended to provide as follows:

**“ARTICLE 13: CONDITIONAL USE PERMITS**

- 25-13-1 Conditional use permit; nature
- 25-13-2 Conditional use permit; standards; procedures; adoption
- 25-13-3 Conditional use permits; issued; when; conditions
- 25-13-4 Application; fee
- 25-13-5 Application; hearing; notice
- 25-13-6 Findings
- 25-13-7 Planning Commission; decision; time
- 25-13-8 Conditional use permit; pending variance
- 25-13-9 Building permit; certificate of occupancy
- 25-13-10 Conditional use permit; termination, expansion, repair, expiration, revocation
- 25-13-11 Temporary Uses
- 25-13-12 Repealed
- 25-13-13 Repealed
- 25-13-14 Repealed
- 25-13-15 Repealed
- 25-13-16 Repealed
- 25-13-17 Repealed
- 25-13-18 Repealed

**§ 25-13-1 CONDITIONAL USE PERMIT; NATURE.**

A Conditional use permit is a permit for a use which, because of its potential impacts, may be permitted only after reviewed by the Planning Commission and granting of conditional use approval.

**§ 25-13-2 CONDITIONAL USE PERMIT; STANDARDS; PROCEDURES; ADOPTION.**

The Planning Commission, before hearing or acting upon any application for a conditional use permit under any provision of this chapter, shall, by resolution, adopt standards and procedures to be applied and followed by the Commission for the purpose of equitably and judiciously granting such conditional use permits, which standards and procedures shall be subject to approval by the City Council, all as provided by state law. Such resolution(s), when adopted, shall govern all proceedings before and by the Planning Commission concerning conditional use permits. The adoption by the Planning Commission of a resolution in the following form:

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SCOTTSBLUFF, NEBRASKA, that the Planning Commission hereby adopts “as the standards and procedures to be applied and followed by it for the purpose of equitably and judiciously granting conditional use permits under Chapter 25 of the municipal code as now existing or hereafter amended” all of the standards and procedures prescribed in such chapter, as now existing or hereafter amended, concerning the issuance of conditional use permits, shall constitute adoption by the Commission of the standards and procedures required by the statute; and the standards and procedures thus adopted by the Commission shall be deemed to have been approved by the City Council.

**§ 25-13-3 CONDITIONAL USE PERMITS; ISSUED; WHEN; CONDITIONS.**

The Planning Commission may issue a conditional use permit for the use of a lot, tract of land, building, or structure in circumstances and a manner authorized by other articles of this chapter if the Commission finds the proposed use:

- (A) Provides a service required by the neighborhood and community;
- (B) Complies with all applicable provisions of this chapter, including setback regulations, lot size regulations, and parking minimums;
- (C) Will not be injurious to the use of neighboring lots, tracts of land, buildings, or structures;
- (D) Will not create special hazards or problems for the area in which it is located;
- (E) Is in conformity with the Comprehensive Plan; and
- (F) Otherwise, is in accordance with the intents and purposes of this chapter. The Commission may make the use which is authorized in the conditional use permit subject to reasonable conditions which in the discretion of the Planning Commission are necessary to carry out the intents and purposes of this chapter.

**§ 25-13-4 APPLICATION; FEE.**

(A) An application for a conditional use permit shall be signed by the owner of the lot, tract of land, building, or structure in respect of which the permit is sought and, if the use is proposed by a person other than the owner, by such other person, and shall be filed with the Development Services Director.

(B) The application shall be addressed to the Development Services Director and shall contain:

(1) An address and legal description of the lot or tract of land and the building or structure thereon, if there is any, for which the conditional use permit is requested;

(2) The name(s) of the owner(s);

(3) A description of the nature and operating characteristics of the proposed use;

(4) A statement of the section of this chapter which is asserted to authorize the use for which the conditional use permit is requested; and

(5) A statement explaining how the proposed use is consistent with the Comprehensive Plan;

(6) A plat or site plan showing the dimensions and location of such land, and of any structures, installations, equipment, or change of surface contemplated, including all public ways, with access thereto;

(7) A statement explaining how the proposed use is consistent with the intent of the zoning district in which the use is located; and

#### **§ 25-13-5 APPLICATION; HEARING; NOTICE.**

An application for a conditional use permit shall be filed with the Development Services Director. The application shall be accompanied by a filing fee as provided in Chapter 6, Article 6 of this code of ordinances. Such application shall be submitted to the Development Services Director not less than one month (30 days) prior to the meeting of the Planning Commission at which the conditional use permit application is first to be presented. The Development Services Director or designee shall give notice of the time, place, and purpose of the hearing in the same manner as notice is required to be given by Neb. RS 19-904 and 19-905. Any person entitled to notice may waive notice of a hearing in writing. Such waiver must accompany the application. (Ord. 3639, passed - -2000)

#### **§ 25-13-6 FINDINGS.**

No conditional use permit shall be issued unless the Planning Commission shall find in writing that there exists as a basis for the permit the facts that under this chapter authorize issuance of the permit.

#### **§ 25-13-7 PLANNING COMMISSION; DECISION; TIME.**

If the Planning Commission fails to act on an application after three regular meetings of the Commission, the Commission shall be deemed to have issued the conditional use permit effective on the date of the second regular meeting without conditions; provided, if the applicant requests or consents in writing to a continuance of the hearing beyond such date, the preceding provisions of this section shall not apply.

#### **§ 25-13-8 CONDITIONAL USE PERMIT; PENDING VARIANCE.**

No conditional use permit may be issued while an application for a variance is pending on hearing or determination by the Board of Adjustment or on appeal from its decision.

**§ 25-13-9 BUILDING PERMIT; CERTIFICATE OF OCCUPANCY.**

Neither a building permit nor a certificate of occupancy for a use requiring a conditional use permit may be issued before a conditional use permit is issued by the Planning Commission. If the Commission issues a conditional use permit for a use which requires a building permit or a certificate of occupancy, or both, neither a building permit nor, as the case may be, certificate of occupancy may be issued until a ten-day appeal period has expired.

**§ 25-13-10 CONDITIONAL USE PERMIT; TERMINATION, EXPANSION, REPAIR, EXPIRATION, REVOCATION.**

(A) Termination: A conditional use permit may not be transferred and, if a change of ownership of the lot or tract of land for which the conditional use permit was issued occurs, the conditional permit shall thereupon terminate.

(B) Expansion: Any expansion or enlargement of the conditional use as approved and shown on the site plan submitted during the application process shall be treated as a new use and require a new application following the provisions of this article.

(C) Repair: Ordinary repairs and maintenance may be performed upon structures associated with a conditional use permit so long as such repairs and maintenance do not expand or enlarge the use.

(D)Expiration. If the conditional use has not commenced within 12 months from the date of approval or is discontinued for a period of 12 consecutive months it shall expire.

(E)Revocation. If any of the conditions required by this Code, or those placed on the conditional use permit in order to make it meet this Code, are violated, the property owner shall be notified in writing and allowed a maximum of 30 days from the date of receipt of the letter to bring the use back in to conformance. Such letter shall be sent by certified mail, return receipt requested, or hand served to the property owner, or if an entity, to the property owner's registered agent, and state the condition(s) being violated. Should the property owner fail to bring the use back into conformance, the Planning Commission shall place the item on the next regular meeting agenda and determine whether or not the use still meets the conditions of this Code and, if not, revoke the conditional use permit. Upon revocation, the nonconforming use of the property shall cease immediately. Any continued nonconforming use shall be prosecuted in the same manner as all other zoning code violations.

**§ 25-13-11 TEMPORARY USES**

A conditional use permit for a temporary use listed in Chapter 25 Article 3 may not be granted for more than one year, but may be renewed for periods not exceeding on year each for written application made at least 30 days before the one period expires.

**§ 25-13-12 REPEALED**

**§ 25-13-13 REPEALED**

**§ 25-13-14 REPEALED**

**§ 25-13-15 REPEALED**

**§ 25-13-16 REPEALED**

**§ 25-13-17 REPEALED**

**§ 25-13-18 REPEALED**

Section 8. Chapter 25, Article 20, Sections 1 through 14 of the Scottsbluff Municipal Code are now amended to provide as follows:

**“ARTICLE 20: WIND ENERGY CONVERSION SYSTEMS**

Section

- 25-20-1 Definitions; applicability
- 25-20-2 Wind energy conversion system; WECS
- 25-20-3 WECS; site
- 25-20-4 WECS; swept area
- 25-20-5 WECS; total height
- 25-20-6 Findings; City Council
- 25-20-7 Article; purpose
- 25-20-8 Heights
- 25-20-9 Setback
- 25-20-10 Conditional use permit
- 25-20-11 Conditional use permit; application
- 25-20-12 Conditional use permit; Article 13 requirements
- 25-20-13 Conditional use permits; findings; Planning Commission; additional
- 25-20-14 Abandonment

**§ 25-20-1 DEFINITIONS; APPLICABILITY.**

Whenever used in the article, the terms defined in the following sections shall bear the meaning given them in those sections.

**§ 25-20-2 WIND ENERGY CONVERSION SYSTEM; WECS.**

**WIND ENERGY CONVERSION SYSTEM.** A machine that converts kinetic energy in wind into a different, usable form of energy, including a machine commonly known as a wind turbine or windmill. Unless the context clearly indicates otherwise, the term refers to all components of such a system, including, but not limited to, the tower and transmission equipment. For convenience, the term usually is abbreviated “WECS.”

**§ 25-20-3 WECS; SITE.**

**SITE.** The lot or tract of land upon which a WECS is placed. It includes such a lot or tract of land whether privately- or publicly-owned, and regardless of whether the WECS is owned by, in possession or control of, or operated by the same person who owns or is in possession of the lot or tract of land.

**§ 25-20-4 WECS; SWEPT AREA.**

**SWEPT AREA.** The largest area of the WECS which extracts energy from the wind stream.

**§ 25-20-5 WECS; TOTAL HEIGHT.**

**TOTAL HEIGHT.** The aggregate height of the tower and the furthest vertical extension of any other component of the WECS.

**§ 25-20-6 FINDINGS; CITY COUNCIL.**

It is found and declared that:

(A) Wind energy is an abundant, renewable, and nonpolluting energy resource, and its conversion to electricity will reduce dependence on nonrenewable energy sources and decrease air and water pollution which may result from use of conventional energy;

(B) Wind turbines which convert wind energy to electricity are currently available on a commercial basis from many manufacturers; and

(C) The generation of electricity by properly sited wind turbines can be cost effective, and in many instances, existing power distribution systems can be used to transmit electricity from wind generating stations to utilities or other users.

**§ 25-20-7 ARTICLE; PURPOSE.**

The purpose of this article is to regulate the occupancy and use of lands by wind energy conversion systems for protection of the public health, safety, and general welfare, including, but

not limited to, that of owners and occupants of adjacent lands in a manner that will facilitate the effective and efficient use of such systems.

**§ 25-20-8 HEIGHTS.**

The total height of a WECS shall not exceed 80 feet except in the A District, or the maximum height permitted by regulations of the state or the federal government, whichever is lesser. The minimum distance of any blade above the ground shall be 15 feet; provided, if there shall exist within a 250-foot radius of the center point of the tower any building, structure (not including electrical transmission or distribution lines, antennas, slender, or open lattice towers or open fences), or tree in excess of 35 feet in height, the minimum distance of any blade above the ground shall be the greater of:

(A) The sum of 30 feet and the height, in feet, of the tallest of such building(s), structure(s), or tree(s); or

(B) Such distance above the ground as the manufacturer shall recommend to assure sufficient air flow for adequate operation of the WECS.

**§ 25-20-9 SETBACK.**

The tower support base of the WECS shall be located a distance from the boundary lines of the lot or tract of land, and from all above ground utility lines, that is not less than one and one-fourth times the total height of the WECS.

**§ 25-20-10 CONDITIONAL USE PERMIT.**

The Planning Commission may issue a conditional use permit authorizing the erection, maintenance, and operation of WECS in any zone, and modifying as to such system, as provided in this article, zoning regulations pertaining to height, setback, and other provisions of this chapter which otherwise would apply to the system, if the Commission determines that the requirements of this article have been met.

**§ 25-20-11 CONDITIONAL USE PERMIT; APPLICATION.**

(A) An application for a conditional use permit to erect, maintain, and operate a WECS shall comply with the requirements for an application for a conditional use permit as described elsewhere in the municipal code and, in addition, shall include the following information:

(1) Address and telephone number of the owner of the lot or tract of land and, if the WECS is to be erected, maintained, or operated by some other person, the name, address, and telephone number of such other person; and

(2) A plot plan and development plan drawn in sufficient scale and detail to clearly describe:

(a) The property lines and physical dimensions of the proposed site, including all public streets and alleys abutting the site;

(b) The location and total height of the WECS;

(c) The location, dimensions, and types of all major existing structures and uses of the site;

(d) The location of all above ground utility lines and other WECSs on the site or within a radius from the center of the tower which is equal to one and one-half times the total height of the proposed WECS;

(e) The location and size of all buildings, structures, and trees exceeding 35 feet in height within a 500-foot radius of the proposed WECS (for purposes of this requirement, electrical transmission and distribution lines, antennas, slender or open lattice towers, and open fences are not considered structures);

(f) Where applicable, the location of all transmission facilities proposed for installation;

(g) Where applicable, the location of all road and other service structures proposed as part of the installation; and

(h) The zoning districts within which are situated the lot or tract of land and adjacent lots and tracts of land.

(B) There also shall be submitted with the application a copy of a proposed policy of liability insurance in an amount satisfactory to the Development Services Director.

(C) If the WECS is to be erected, maintained, or operated by a person other than the owner of the lot or tract of land, the application shall be signed, also, by such other person.

**§ 25-20-12 CONDITIONAL USE PERMIT; ARTICLE 13 REQUIREMENTS.**

All of the other requirements and provisions of Article 13 of this chapter concerning proceedings on applications for a conditional use permit, the terms of such a permit, the issuance of building permits and certificates of occupancy, and the transfer of conditional use permits shall apply to a conditional use permit issued under this article.

**§ 25-20-13 CONDITIONAL USE PERMIT; FINDINGS; PLANNING COMMISSION; ADDITIONAL.**

The Planning Commission may approve a conditional use permit for a WECS if it finds, in addition to the findings required for the issuance of a conditional use permit, that the proposed use will not be detrimental to the public health, safety, and general welfare.

**§ 25-20-14 ABANDONMENT.**

A WECS shall be deemed abandoned if not in continuous use, except during maintenance and repair or during the temporary absence of the operator. If the Development Services Director shall determine that a WECS has been abandoned within the meaning of this section, he or she shall cause to be delivered or mailed to the owner of the lot or tract of land and, if the WECS was in the possession of or operated by some other person, to such other person, a written notice of such determination and that the WECS, including the tower, shall be removed within 30 days after delivery or mailing of the notice. If the notice is mailed, it shall be addressed to the person being notified at the latter's last known residence address."

Section 9. The prior Code Sections at Chapter 6-6-29, 25-2-132, on all Sections of Chapter 25, Article 3, Section 25-4-6, Section 25-6-9, Section 25-6-16, Section 25-8-5, all Sections in Chapter 25, Article 13, and all Sections in Chapter 25, Article 20, and all other Ordinance and parts of Ordinances in conflict with the Ordinance are repealed. However, this Ordinance shall not be construed to affect any rights, liabilities, duties or causes of action, either Criminal or Civil, existing or actions pending at the time when this Ordinance becomes effective.

Section 10: This Ordinance shall become effective upon its passage and approval as provided by law, and publication shall be in pamphlet form.

PASSED AND APPROVED on \_\_\_\_\_, 2026.

Attest:

\_\_\_\_\_  
Betsy Vidlak, Mayor

\_\_\_\_\_  
Kimberley Wright, City Clerk

(Seal)

Approved as to form:

\_\_\_\_\_  
Kent Hadenfeldt, City Attorney

# **City of Scottsbluff, Nebraska**

**Monday, January 5, 2026**

**Regular Meeting**

## **Item 9.b**

**Council to consider action on the first reading of the Ordinance to repeal the authorization of combining and merging the office of the City Manager and the Office of the Chief of Police.**

**Staff Contact:** Kevin E Spencer

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF REPEALING CHAPTER 6, ARTICLE 2, SECTIONS 15 OF THE SCOTTSBLUFF MUNICIPAL CODE, WHICH AUTHORIZED COMBINING AND MERGING THE OFFICE OF THE CITY MANAGER AND THE OFFICE OF THE CHIEF OF POLICE, 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. Chapter 6, Article 2, Section 15 of the Scottsbluff Municipal Code is now repealed.

Section 2. This Ordinance shall become effective upon its passage and approval, and publication shall be published in pamphlet form.

**PASSED and APPROVED** on \_\_\_\_\_, 2026.

\_\_\_\_\_  
Betsy Vidlak, Mayor

Attest:

\_\_\_\_\_  
Kimberley Wright, City Clerk

(Seal)

Approved as to Form:

\_\_\_\_\_  
City Attorney

# **City of Scottsbluff, Nebraska**

**Monday, January 5, 2026**

**Regular Meeting**

## **Item 9.c**

**Council to consider action on the amended Final Plat of Lots 1 and 2A, Block 2, Clemens-Reinhardt Subdivision, and authorize the Mayor to sign the Resolution.**

**Staff Contact:** Zachary Glaubius



**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

---

**LEGAL DESCRIPTION:**

Lots 1 and 2A, Block 2, Clemens-Reinhardt Subdivision, a replat of Lot 1, Block 2, Clemens-Reinhardt Subdivision and Lot 2A, a replat of Lot 2 and part of Lot 3, Block 2, Clemens-Reinhardt Subdivision, City of Scottsbluff, Scotts Bluff County, Nebraska.

Containing a calculated area of 145,165 square feet (3.33253 acres), more or less.

**OWNERS STATEMENT:**

The undersigned, owner of the real estate described hereon and shown on the accompanying plat, has caused such real estate to be platted as: Lots 1 and 2A, Block 2, Clemens-Reinhardt Subdivision, a replat of Lot 1, Block 2, Clemens-Reinhardt Subdivision and Lot 2A, a replat of Lot 2 and part of Lot 3, Block 2, Clemens-Reinhardt Subdivision.

The rights-of-way and easements shown on this plat are hereby dedicated to the use and benefit of the public.

Lot 1-

CP Land Group L.C., a Utah limited liability company

By: MANAGER its BJ

Lot 2A-

OTB - Scottsbluff, LLC, an Arizona limited liability company

By: J. Clint Jameson, Manager

**ACKNOWLEDGEMENT:**

STATE OF Arizona } SS  
 COUNTY OF Maricopa

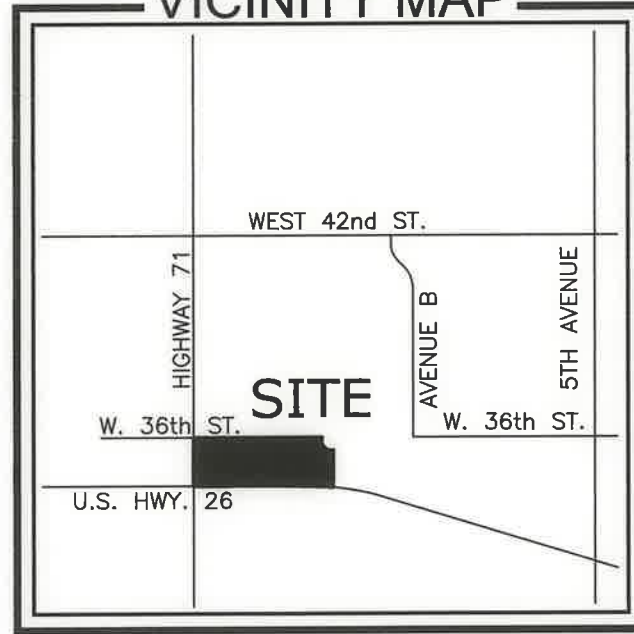
Before me, a Notary Public, qualified and acting in said County, personally came J. Clint Jameson, Manager of OTB - Scottsbluff, LLC, an Arizona limited liability company, known to me to be the identical person who signed the foregoing "Owners Statement and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal this 22<sup>nd</sup> day of December, 2025

My Commission expires 11/27/2026 Gabriella Moreno Notary Public



**VICINITY MAP**



**SURVEYOR'S CERTIFICATE:**

The undersigned Professional Land Surveyor licensed in the State of Nebraska, hereby states and declares that the accompanying plat was surveyed and drawn under his responsible charge and accurately shows the described tract of land, and subdivision thereof, and that the applicable standards of practice have been met to the best of his knowledge and belief.

This statement is neither a warranty nor guarantee, either expressed or implied.

MSJ

12/16/25

Mark S. Johannes Date  
 Nebraska Professional Land Surveyor No. 615  
 For and on behalf of Compass Surveying & Mapping, LLC



**ACKNOWLEDGEMENT:**

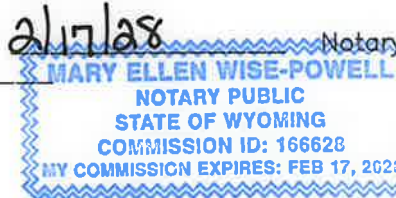
STATE OF Wyoming } SS  
 COUNTY OF Laramie

Before me, a Notary Public, qualified and acting in said County, personally came Bruce Shively, of CP Land Group L.C., a Utah limited liability company, known to me to be the identical person who signed the foregoing "Owners Statement and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal this 17<sup>th</sup> day of December, 2025.

Mary Ellen Wise-Powell

My Commission expires 2/17/23 Notary Public Notary



**CITY APPROVAL AND ACCEPTANCE:**

The foregoing amended plat of Lots 1 and 2A, Block 2, Clemens-Reinhardt Subdivision, a replat of Lot 1, Block 2, Clemens-Reinhardt Subdivision and Lot 2A, a replat of Lot 2 and part of Lot 3, Block 2, Clemens-Reinhardt Subdivision, City of Scottsbluff, Nebraska, Scotts Bluff County, Nebraska was approved by the Mayor and City Council of the City of Scottsbluff, Nebraska

by Resolution passed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: Betsy Vidlak, Mayor

Attested: Kimberley Wright, City Clerk

 COMPASS SURVEYING & MAPPING, LLC  
 3253 WEST CAREFREE CIRCLE  
 COLORADO SPRINGS, CO 80917  
 719-354-4120  
 WWW.CSAMLLC.COM

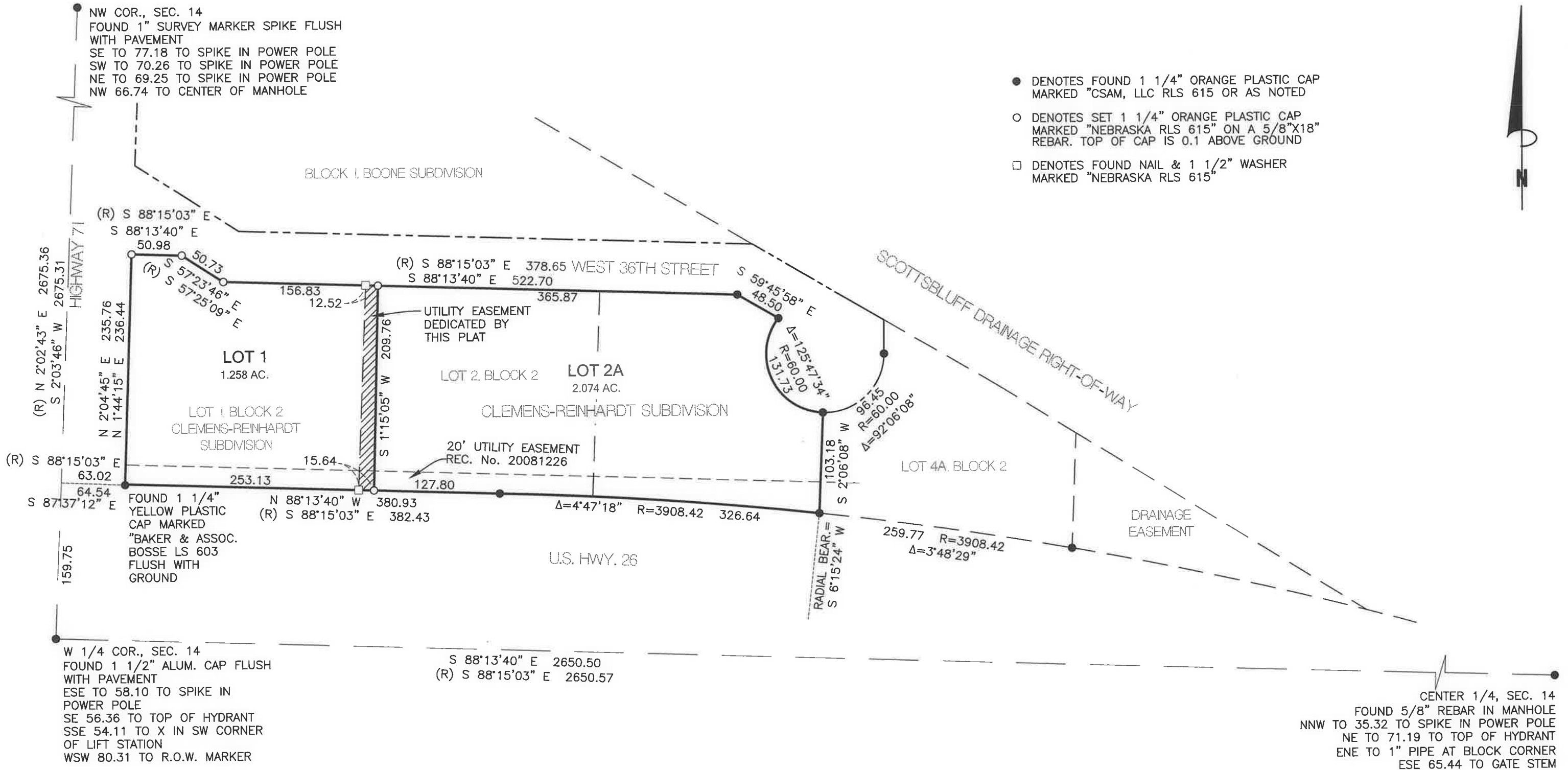
**FINAL PLAT**

Lots 1 and 2A, Block 2, Clemens-Reinhardt Subdivision, a replat of Lot 1, Block 2, Clemens-Reinhardt Subdivision and Lot 2A, a replat of Lot 2 and part of Lot 3, Block 2, Clemens-Reinhardt Subdivision, City of Scottsbluff, Scotts Bluff County, Nebraska.

PROJECT NO.	24246
DATE:	OCTOBER 21, 2025
DRAWN BY:	MSJ
CHECKED BY:	MSJ
SHEET NO.	2 OF 2

NW COR., SEC. 14  
 FOUND 1" SURVEY MARKER SPIKE FLUSH WITH PAVEMENT  
 SE TO 77.18 TO SPIKE IN POWER POLE  
 SW TO 70.26 TO SPIKE IN POWER POLE  
 NE TO 69.25 TO SPIKE IN POWER POLE  
 NW 66.74 TO CENTER OF MANHOLE

- DENOTES FOUND 1 1/4" ORANGE PLASTIC CAP MARKED "CSAM, LLC RLS 615 OR AS NOTED"
- DENOTES SET 1 1/4" ORANGE PLASTIC CAP MARKED "NEBRASKA RLS 615" ON A 5/8"X18" REBAR. TOP OF CAP IS 0.1 ABOVE GROUND
- DENOTES FOUND NAIL & 1 1/2" WASHER MARKED "NEBRASKA RLS 615"



W 1/4 COR., SEC. 14  
 FOUND 1 1/2" ALUM. CAP FLUSH WITH PAVEMENT  
 ESE TO 58.10 TO SPIKE IN POWER POLE  
 SE 56.36 TO TOP OF HYDRANT  
 SSE 54.11 TO X IN SW CORNER OF LIFT STATION  
 WSW 80.31 TO R.O.W. MARKER

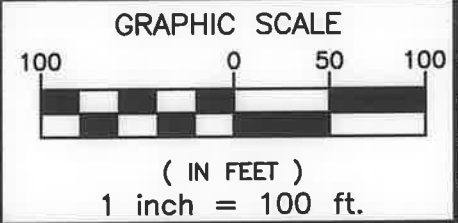
CENTER 1/4, SEC. 14  
 FOUND 5/8" REBAR IN MANHOLE  
 NNW TO 35.32 TO SPIKE IN POWER POLE  
 NE TO 71.19 TO TOP OF HYDRANT  
 ENE TO 1" PIPE AT BLOCK CORNER  
 ESE 65.44 TO GATE STEM



COMPASS SURVEYING & MAPPING, LLC  
 3253 WEST CAREFREE CIRCLE  
 COLORADO SPRINGS, CO 80917  
 719-354-4120  
 WWW.CSAMLLC.COM

### FINAL PLAT

Lots 1 and 2A, Block 2, Clemens-Reinhardt Subdivision, a replat of Lot 1, Block 2, Clemens-Reinhardt Subdivision and Lot 2A, a replat of Lot 2 and part of Lot 3, Block 2, Clemens-Reinhardt Subdivision, City of Scottsbluff, Scotts Bluff County, Nebraska.



PROJECT NO.	24246
DATE:	OCTOBER 21, 2025
DRAWN BY:	MSJ
CHECKED BY:	MSJ
SHEET NO.	1 OF 2



**City of Scottsbluff**  
**Subdivision Application**  
Permit Identifier 2025-64SD

Type: Amended Plat (Administrative Process)

Applicant Name Mark Johannes Applicant Address 3253 West Carefree Circle Colorado Springs, CO

Applicant Email [REDACTED] Applicant Phone [REDACTED]

Contact Name Contact Address

Contact Email Contact Phone

Subdivision Information

Proposed Name of Subdivision AMENDED PLAT OF LOTS 1 AND 2A, BLOCK 2, CLEMENS-REINHARDT SUBDIVISION

General Location/Address 826 W 36TH ST

Legal Description LT 1, BLK 2, CLEMENS-REINHARDT SUBD

Current Zoning District(s) C-3

Total Area (square feet or acre) 3.33253 acres

Number of Past Replat/Plat Amendments 1

Describe the reason for the subdivision

Adjust the common lot line 12-14 feet east.

# City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: November 20, 2025 For Hearing of: December 8, 2025



## I. GENERAL INFORMATION

- A. Applicant:** Mark Hohanes  
3253 W. Carefree Circle  
Colorado Springs, CO 80917
  
- B. Property**  
**Owner:** OTB Scottsbluff, LLC  
4340 E. Indian School Road, Suite 21-485  
Phoenix, AZ 85018
  
- C. Proposal:** Amended Plat of Lots 1 and 2A, Block 2, Clemens-Reinhardt Subdivision
  
- D. Legal Description:** Lots 2A and 4A, Block 2, Clemens-Reinhardt Subdivision
  
- E. Location:** 802 and 826 W. 36<sup>th</sup> Street
  
- F. Existing Zoning & Land Use:** C-3 Heavy Commercial
  
- G. Future Land Use Designation:** Highway 26 Commercial
  
- H. Size of Site:** Approximately 3.33 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	Residential and Highway 26 Commercial	R-1A Single Family Residential and C-3 Heavy Commercial	Vacant land
East	Residential and Highway 26 Commercial	R-1A Single Family Residential and C-3 Heavy Commercial	Scottsbluff Drain
South	Residential	R-4 Heavy Density Multi-Family Residential and C-2 Neighborhood and Retail Commercial	Highway 26, Vacant Land, Apartment Complex , Commercial Buildigns
West	Highway 26 Commercial	C-3 Heavy Commercial	Maverik Gas Station

**B. Relevant Case History**

1. The Final Plat for Lots 1-4, Block 2, Clemens-Reinhardt Subdivision was approved on March 3, 2008.
2. The Preliminary and Final Plat for Lots 2A and 4A, Block 2, Clemens-Reinhardt Subdivision was approved on July 21, 2025.

**III. ANALYSIS**

**A. Comprehensive Plan:** The Future Land Use Map of the Comprehensive Plan shows the property as Highway 26 Commercial.

**B. Traffic & Access:**

1. Lots 1 and 2A are accessible via W 36<sup>th</sup> Street.
2. Sidewalks will be constructed along the Lot 2A.
  - i. Sidewalks will be required when a building permit is issued to Lot 1.
3. A cul-de-sac is being constructed at the terminus of W. 36<sup>th</sup> Street.

**C. Utilities**

1. A water main is located in the right-of-way of W. 36<sup>th</sup> Street.
2. A sewer main is located in a utility easement on the south edge of the properties.
3. A private stormwater retention pond is located east of Lot 4A. This pond serves the subdivision.
4. Stormwater from W. 36<sup>th</sup> Street will drain into the Scottsbluff Drain.

**IV. STAFF COMMENTS**

- A. The amended plat is for a boundary adjustment between Lots 1 and 2A.
  - a. The entirety of Chili's driveway will be on the Chili's property now.
- B. Due to a utility easement being dedicated on the amended Lot 1, the amended plat is required to be approved by Planning Commission and City Council (§21-1-42)
- C. As this is the second replat of Lot 2A, further replats will require a plat vacation (§21-1-68)

**V. FINDINGS OF FACT**

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

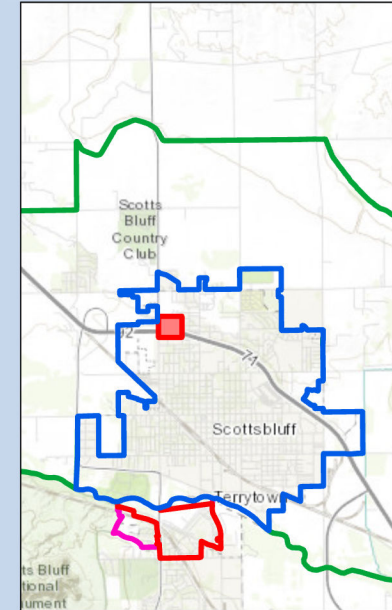
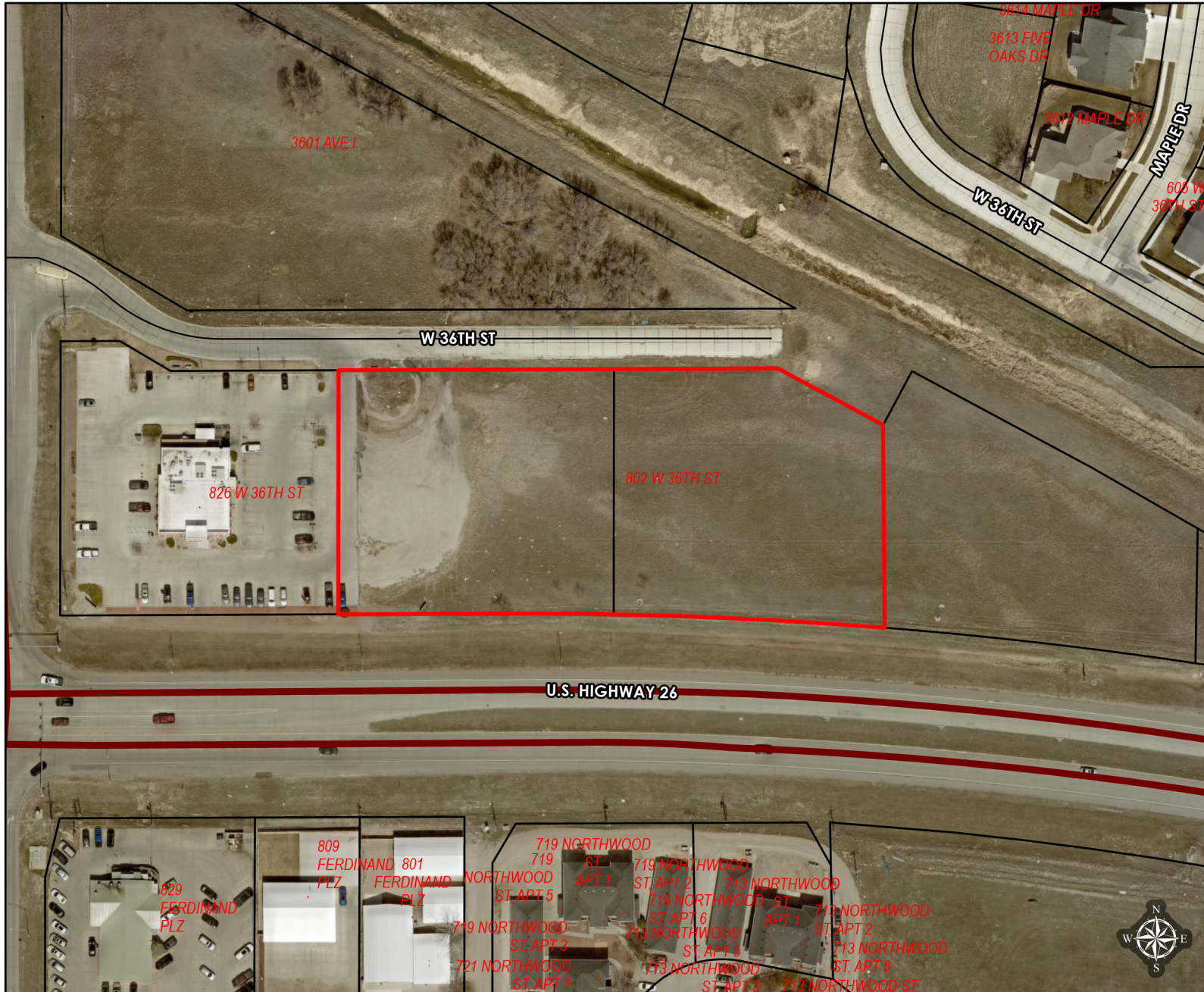
1. The replat will bring the entirety of Chili's driveway onto the Chili's property, thus fixing an unusual situation of a shared driveway with no access easement.
2. The uses of both lots remain the same and comply with C-3.
3. There are no minimum lot widths or sizes.








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

1. None

**VI. STAFF RECOMMENDATION**

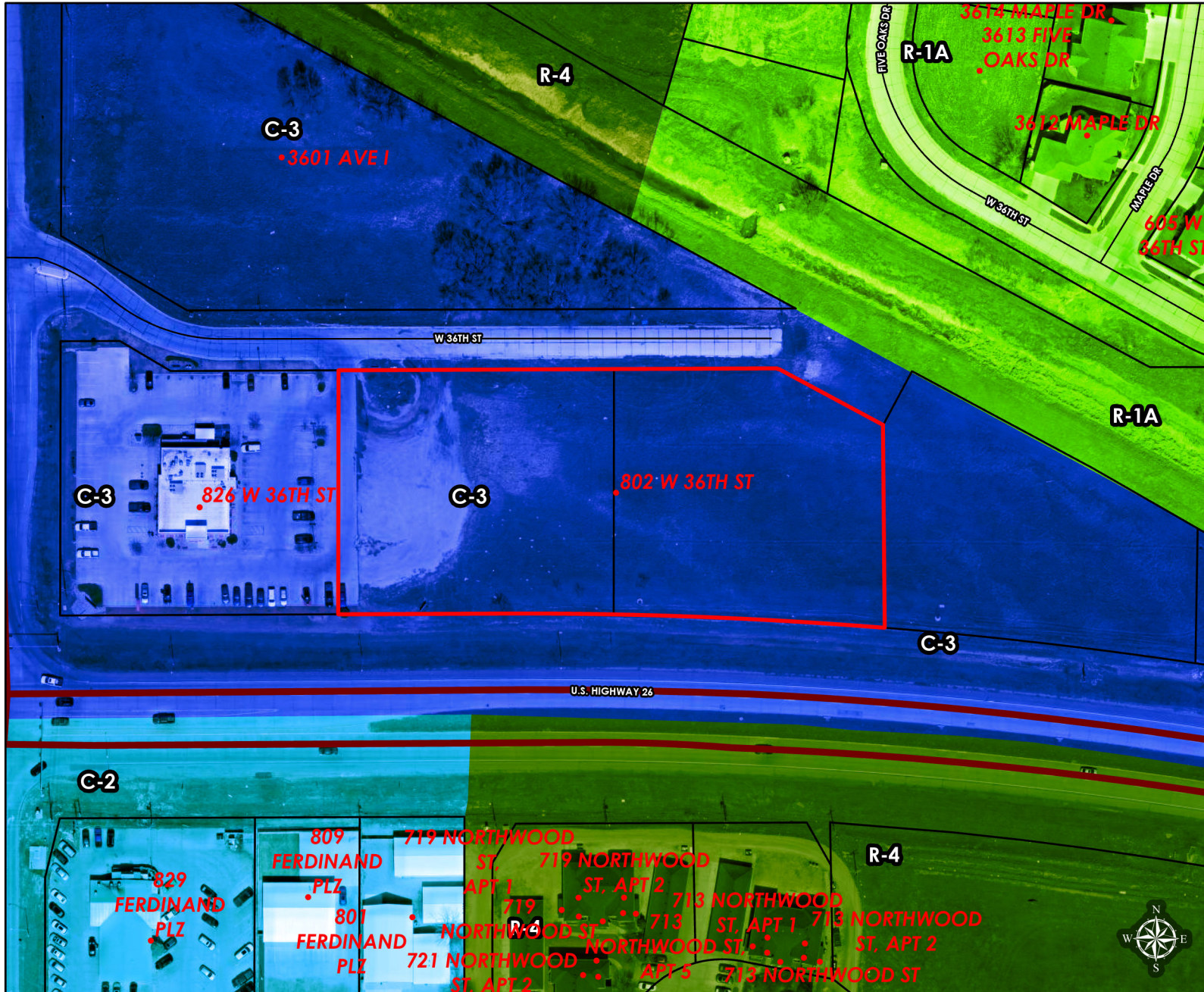
- A. Staff recommends Planning Commission recommend the approval of the Amended Plat of Lots 1 and 2, Block 2, Clemens-Reinhardt Subdivision to City Council.



-  Corporate Limits
-  Proposed Changes
- Street Centerlines
- CLASS**
-  Highway
-  Main Road
-  Residential/Rural
-  Parcels
-  Address

Taylor Stephens  
City of Scottsbluff GIS  
Created on 11/25/2025  
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.

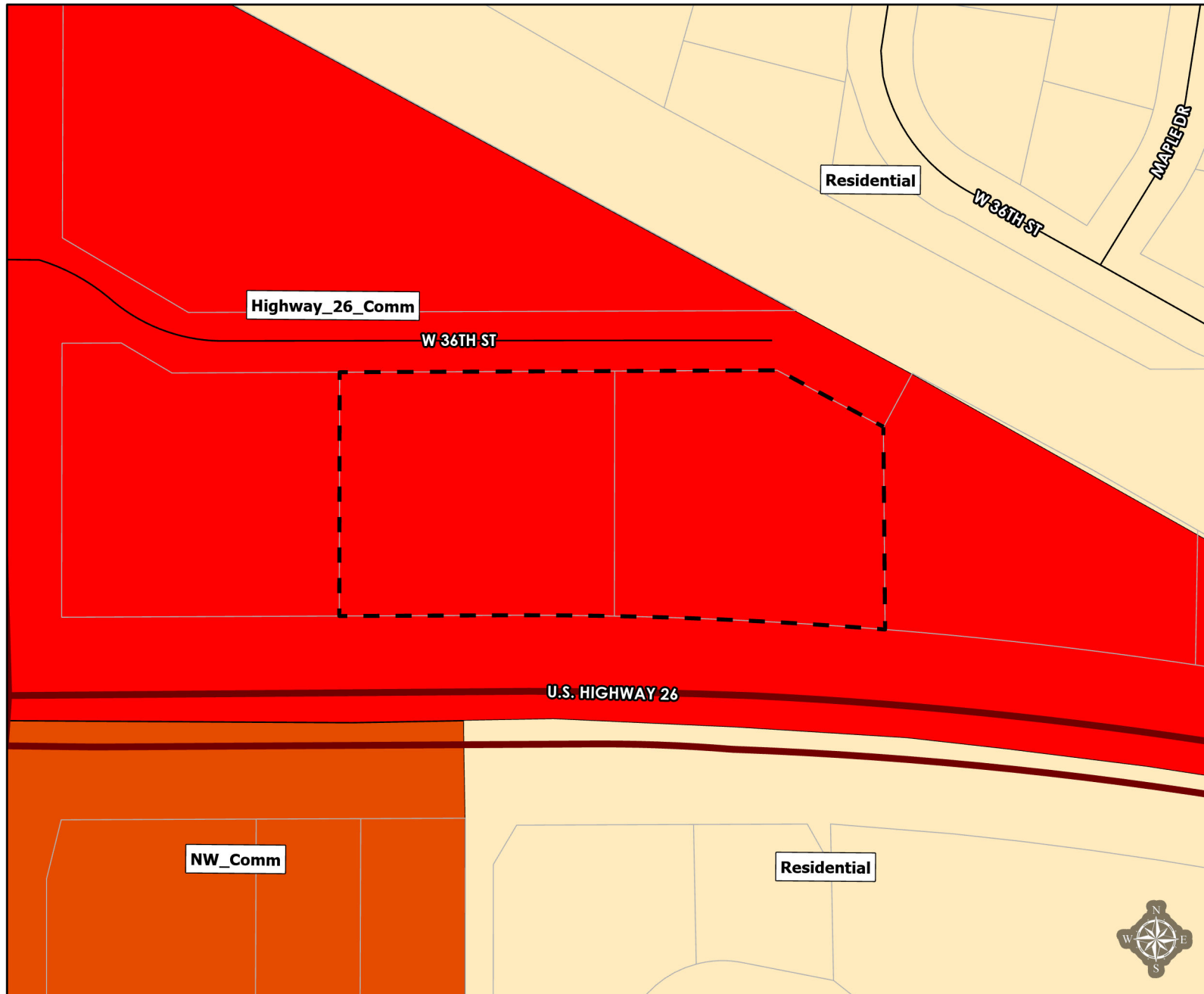


- Property Location(s)
- Street Centerlines
- Highway
- Main Road
- Residential/Rural
- Official City Zoning
- (A) Agriculture
- (AR) Agriculture Residential
- (C-1) Central Business District
- (C-2) Neighborhood Commercial
- (C-3) Heavy Commercial
- (M-1) Light Manufacturing & Industrial
- (M-2) Heavy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

Taylor Stephens  
 City of Scottsbluff GIS  
 Created on 11/25/2025  
 Coordinate System: NAD 1983 (2011)  
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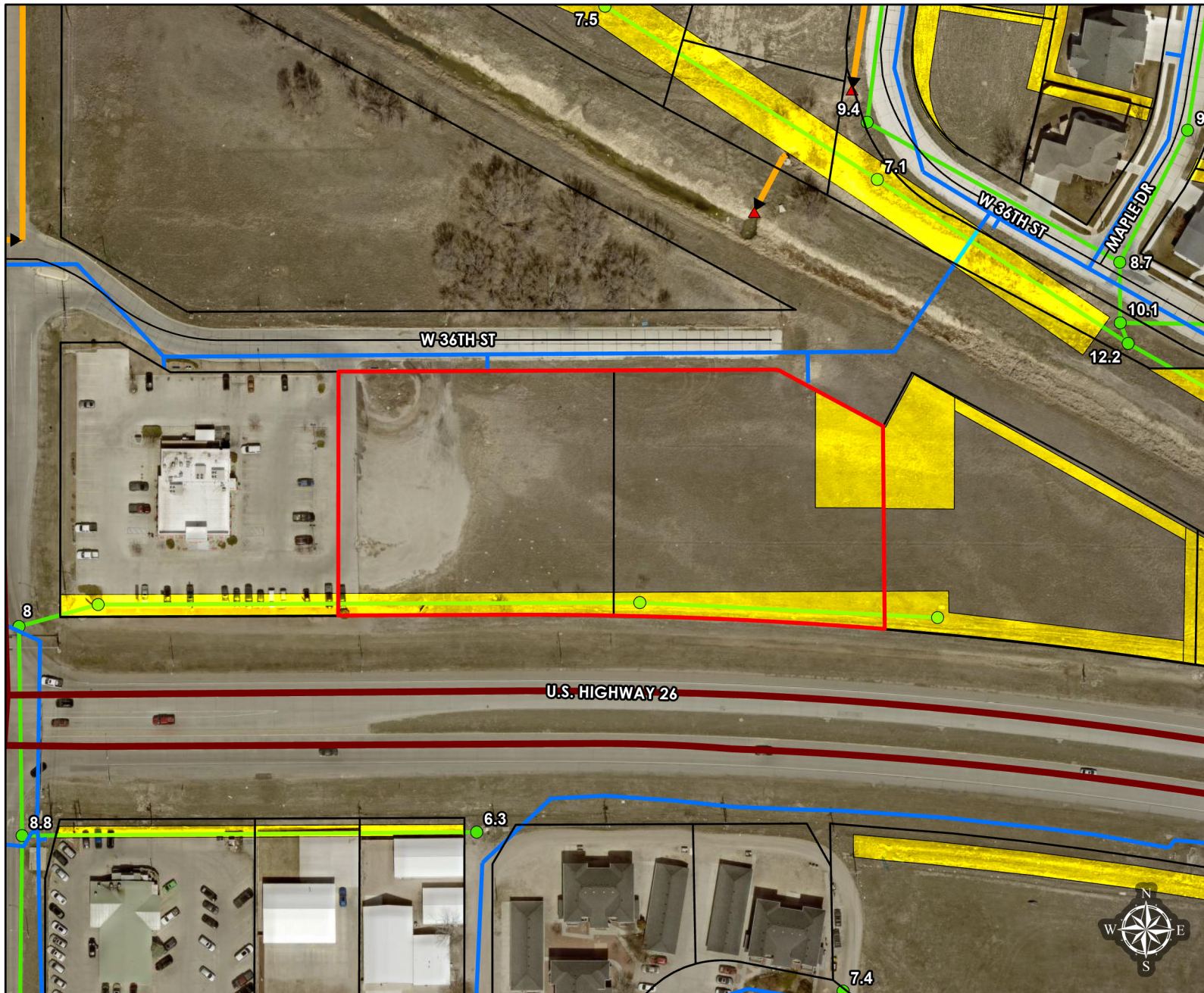
Page 72 of 200



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

Taylor Stephens  
City of Scottsbluff GIS  
Created on 11/25/2025  
Coordinate System: NAD 1983 (2011)  
StatePlane Nebraska FIPS 2600 Feet  
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- 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 11/25/2025  
 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. 26-\_\_\_**

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

**WHEREAS, BE IT RESOLVED**, the amended Final Plat of Lots 1, a replat of Lot 1, Block 2, Clemens-Reinhardt Subdivision and 2A, Block 2, Clemens-Reinhardt Subdivision, a replat of Lots 2 and part of Lot 3, Block 2, Clemens-Reinhardt Subdivision, in the City of Scottsbluff, Scotts Bluff County, Nebraska, and more particularly described in the amended Final Plat signed on the date of December 16, 2025, duly made, acknowledged and certified, is approved. The Mayor is authorized to sign the amended Final Plat on behalf of the City of Scottsbluff, Nebraska. Such amended 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 January, 2026

\_\_\_\_\_  
Betsy Vidlak, Mayor

ATTEST:

\_\_\_\_\_  
Kimberley Wright, City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, January 5, 2026**

**Regular Meeting**

## **Item 10.a**

**Council to discuss and consider action on the Termination of Contract and Memorandum of Contract from Krishna Management Inc., OTB-Scottsbluff, LLC, and CP Land Group, L.C., and authorize the Mayor to sign the Termination Agreement.**

**Staff Contact:** Zachary Glaubius



**WHEN RECORDED RETURN TO:**

City of Scottsbluff  
Attn: Development Services Department  
2525 Circle Drive  
Scottsbluff, NE 69361

**TERMINATION OF CONTRACT AND MEMORANDUM OF CONTRACT**

This TERMINATION OF CONTRACT AND MEMORANDUM OF CONTRACT (“**Termination**”) is made and effective as of \_\_\_\_\_, 2026, by the City of Scottsbluff, Nebraska, a municipal corporation (the “**City**”), Krishna Management Inc., a Wyoming corporation (“**Krishna**”), OTB – Scottsbluff, LLC, an Arizona limited liability company (“**OTB**”) and CP Land Group, L.C., a Utah limited liability company (“**CP**”). The City, Krishna, OTB and CP are referred to herein each as a “**Party**” and together as the “**Parties**”.

**RECITALS**

WHEREAS, Krishna owns certain improved real property described on Exhibit A attached hereto and incorporated herein (“**Krishna Property**”);

WHEREAS, CP owns certain improved real property described on Exhibit B attached hereto and incorporated herein (“**CP Property**”);

WHEREAS, OTB owns certain improved real property described on Exhibit C attached hereto and incorporated herein (“**OTB Property**”);

WHEREAS, the City and the predecessor of Krishna and CP entered into that certain Contract recorded on March 10, 2008 with the Scotts Bluff County, Nebraska Register of Deeds as Instrument Number 2008-1228 (“**Contract**”), which Contract was evidenced and memorialized by that certain Memorandum of Contract recorded on March 10, 2008 with the Scotts Bluff County, Nebraska Register of Deeds as Instrument Number 2008-1229 (“**Memorandum**”); and

WHEREAS, all of the obligations under the Contract have been satisfied in full and Krishna now request that the Parties agree to terminate the Contract and Memorandum.

NOW THEREFORE, the Parties hereby agree to:

1. Terminate the Contract and Memorandum from the Scotts Bluff County, Nebraska Register of Deeds.
2. Hereby fully and forever release and discharge each of the other Parties and their respective successors and assigns from any and all claims, demands, causes of action, liabilities, damages, costs and expenses of whatever kind or nature, whether known or unknown, suspected or unsuspected, fixed or contingent, in law or in equity, which any Party now has, ever had, or hereafter might have against any other Party arising out of or relating to the Contract and the Memorandum and the transactions contemplated thereby. Notwithstanding the foregoing, nothing in this Release shall release any claim arising out of the fraud or willful misconduct of any Party.

IN WITNESS WHEREOF, the Parties have executed this Termination effective as of the day and year first above referenced.

**CITY:**

City of Scottsbluff, Nebraska, a  
municipal corporation

By: \_\_\_\_\_  
Betsy Vidlak, Mayor

Attest: \_\_\_\_\_  
City Clerk

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Betsy Vidlak, Mayor, on behalf of the City of Scottsbluff, Nebraska, a municipal corporation.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

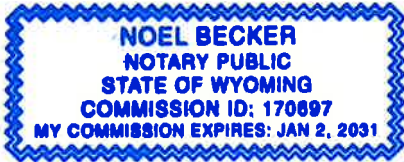
**KRISHNA:**

KRISHNA MANAGEMENT, INC., a  
Wyoming corporation

By: *Shivam Patel*  
Shivam Patel,  
Authorized Signatory

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF Albany        )

The foregoing instrument was acknowledged before me this 15 day of December, 2025, by Shivam Patel, Authorized Signatory of Krishna Management, Inc, on behalf of said corporation.



*noel becker*  
Notary Public  
Printed Name: Noel Becker

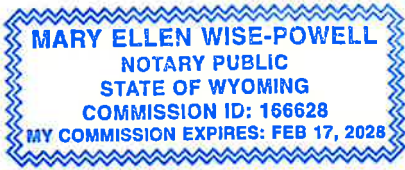
CP:

CP LAND GROUP L.C., a  
Utah limited liability company

By:   
Bruce R. Shiveley, Manager

STATE OF WYOMING )  
 ) ss.  
COUNTY OF Laramie )

The foregoing instrument was acknowledged before me this 17th day of December 2025, by Bruce R. Shiveley, Manager of CP Land Group L.C., on behalf of said company.

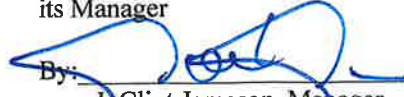


Mary Ellen Wise Powell  
Notary Public  
Printed Name: Mary Ellen Wise-Powell

OTB:

OTB – SCOTTSBLUFF, LLC,  
an Arizona limited liability company


By: CenterPointe Holdings Group, LLC,  
its Manager

By:   
J. Clint Jameson, Manager

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 12 day of December 2025, by J. Clint Jameson, Manager of CenterPointe Holdings Group, LLC, an Arizona limited liability company, Manager of OTB – Scottsbluff, LLC, an Arizona limited liability company.

Witness my hand and official seal.

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

My commission expires: 1/8/2028



EXHIBIT A  
Krishna Property

Lot 4A, Block 2, Clemens-Reinhardt Subdivision, as surveyed, platted and recorded in Scotts Bluff County, Nebraska, being a Replat of Lots 2, 3 and 4, Block 2, Clemens-Reinhardt Subdivision, City of Scottsbluff, Scotts Bluff County, Nebraska.

And

Block 1A Boone Subdivision, Scotts Bluff County, Nebraska

EXHIBIT B  
CP Property

Lot 1, Block 2, Clemens-Reinhardt Subdivision located in the Southwest Quarter of Section 14, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska.

EXHIBIT C  
OTB Property

Lot 2A, Block 2, Clemens-Reinhardt Subdivision, as surveyed, platted and recorded in Scotts Bluff County, Nebraska, being a Replat of Lots 2, 3 and 4, Block 2, Clemens-Reinhardt Subdivision, City of Scottsbluff, Scotts Bluff County, Nebraska.

# **City of Scottsbluff, Nebraska**

**Monday, January 5, 2026**

**Regular Meeting**

## **Item 10.b**

**Council to discuss and consider action on authorizing the Mayor to sign the Certificate of Compliance for Year 2025, as per Maintenance Agreement No. 22, with the Nebraska Department of Transportation.**

**Staff Contact:** Doug Gompert

# CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 22 QE 2241 Supp 003  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Scottsbluff  
Municipal Extensions in Scottsbluff

We hereby certify that all roadway surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Doug Hoevet, Department of Transportation, Gering, Nebraska.

ATTEST: \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
*City Clerk* *Mayor/Designee*

I hereby certify that all roadway surface maintenance was performed as per the above listed agreement and payment for the same should be made.

\_\_\_\_\_  
*District Engineer, Department of Transportation*

For Office Use Only	
Agreement No.:	_____
Pay/Bill Code:	_____
Contractor No.:	_____
Amount:	\$ _____



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

### City Maintenance Agreement

#### Attachment B

City of: Scottsbluff

Date: 1/1/25

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 17.52 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,030.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

$$17.52 \text{ lane miles} \times \$2,030.00 \text{ per lane mile} = \$35,565.60.$$

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

$$\text{lane miles} \times \$ \text{ per lane mile} = \$$$

Other (*Explain*)

<b>Surface Maint</b>			
East City Limits to West City Limits	13.24		
W. Jct 71/26 to North City Limits	1.26		
West City Limits to South Limits	3.02		
<b>State Owes City</b>	17.52	\$ 2,030.00	<b>\$ 35,565.60</b>

# **City of Scottsbluff, Nebraska**

**Monday, January 5, 2026**

**Regular Meeting**

## **Item 10.c**

**Council to discuss and consider action on the Interlocal Agreement with Scotts Bluff County for Pictometry with Pictometry International Corp, and authorize the Mayor to sign the Agreement.**

**Staff Contact:** Zachary Glaubius

**A g e n d a   S t a t e m e n t**

Item No.DS26-02

For Meeting of: 1-5-26

**AGENDA TITLE:** Council to discuss and consider action on the Interlocal Agreement with Scotts Bluff County for Pictometry with Pictometry International Corp and authorize the Mayor to sign the Agreement.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Development Services

**PRESENTATION BY:** Zachary Glaubius, Development Services Director

**SUMMARY EXPLANATION:** Scotts Bluff County has provided the City with the interlocal agreement for sharing Pictometry costs from 2027 to 2029. The current contract ends on December 31, 2026 and was signed in 2023.

Costs will be \$4,600 per year for three years (total of \$13,800). The costs for current agreement is \$1,156.66 (\$3,470 total). The cost increase is due to several factors including higher resolution, more area at higher resolution, and inflation.

Pictometry is the satellite imagery used for the basemap on County and City maps. It is critical for all city departments utilizing the GIS map in order to have the most up to date imagery for administration and enforcement.

**BOARD/COMMISSION/STAFF RECOMMENDATION:** Positive recommendation by staff  
**Does this item require the expenditure of funds?**                      x   **yes**           **no**  
**Are funds budgeted?**      x   **yes**           **no**

---

**EXHIBITS**

Resolution       Ordinance       Contract       Minutes       Plan/Map

Other (specify) \_\_\_\_\_

**Exhibit 1:** Interlocal Agreement

**NOTIFICATION LIST:** Yes  No  Further Instructions

Please list names and addresses required for notification.

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_

City Manager

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## INTERLOCAL AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between the County of Scotts Bluff, Nebraska, a Nebraska political subdivision, hereinafter known as "County", and the City of Scottsbluff, Nebraska, a Nebraska political subdivision, hereinafter known as "Scottsbluff".

**WHEREAS**, County has entered into an agreement for pictometry with Pictometry International Corp. (d/b/a Eagle View); and

**WHEREAS**, the purpose of that agreement is to provide aerial photography of the real estate, improvements, structures, and areas within County and Scottsbluff; and

**WHEREAS**, the participants in this agreement recognize the benefit of obtaining both vertical and oblique imagery of the real estate in County and Scottsbluff; and

**WHEREAS**, County and Scottsbluff agree to enter into this agreement pursuant to the terms of the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et. seq. to share the cost of the pictometry services and products; and

**WHEREAS**, the entities herein have reviewed this agreement and have authorized the chairman and mayor to execute this agreement as appropriate; and

**WHEREAS**, each entity shall benefit proportionally in the acquisition of aerial photography, which combines both vertical and oblique imagery and associated supportive software provided as specified in the agreement with Pictometry International Corp. (d/b/a Eagle View), which has a place of business at 25 Methodist Hill Drive, Rochester, New York 14623; and

**WHEREAS**, the purpose of this agreement is to involve the participation of each of the below signed tax supported entities in a co-operative effort to provide uniform aerial imagery of County and Scottsbluff so that it will maximize the number of possible applications which exist within the operation of the multiple departments which will utilize this resource; and

**THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT:**

1. The term of this Agreement shall be perpetual in duration, provided that any party may withdraw from the agreement at any time upon written notice to the other party with the understanding the withdrawing party will be excluded from the benefits of any future photography acquisition.
2. No separate legal or administrative entity is created by this agreement.

3. The parties shall not acquire any property, other than the digital imagery and software provided by this agreement.
4. The cost for the service will be paid for by County. Scottsbluff shall reimburse County pursuant to the schedule attached hereto as Exhibit A. Scottsbluff acknowledges that, in event it annexes additional land and changes the number of sectors to be included within the city limits, the cost of the service to be paid by Scottsbluff shall increase proportionally based upon the cost per sector as established by the agreement between County and Pictometry International Corp. (d/b/a Eagle View).
5. This agreement constitutes the entire agreement between the parties and supersedes all previously agreements regarding the subject matter of this agreement and can only be amended by written documents executed by representatives of the parties after approval by their respective governing bodies.
6. All parties shall obtain approval of their individual governing body for this agreement.

DATED this 15<sup>th</sup> day of December, 2025.

ATTEST:

COUNTY OF SCOTTS BLUFF, NEBRASKA.

*Shelly Sider*  
County Clerk

*Mark Mann*  
Chairman - Scotts Bluff County Commissioners



ATTEST:

CITY OF SCOTTSBLUFF, NEBRASKA.

Secretary - City Clerk

Mayor

## **EXHIBIT A**

### **Total Cost of Imagery:**

The cost of imagery for Scottsbluff is calculated as follows:

- 13 sectors (100% coverage) x \$600/per sector = \$7,800.00
- 16 sectors (> 50% coverage) x \$300/per sector = \$4,800.00
- 12 sectors (< 50% coverage) x \$100/per sector = \$1,200.00

Total Cost: \$13,800.00 or \$4,600.00 per year for three (3) years.

### **Payment Schedule:**

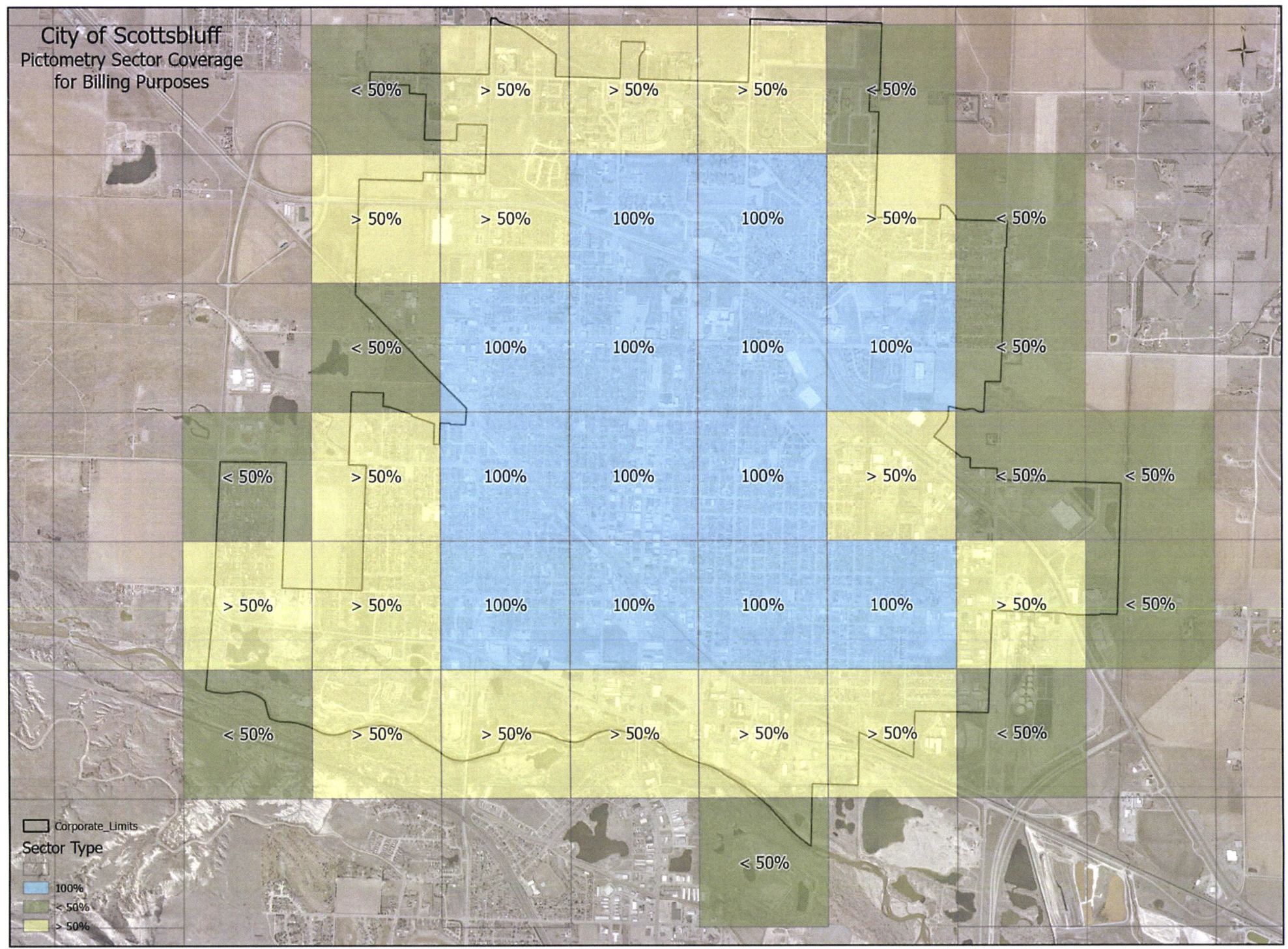
The payments due from Scottsbluff to the County under this Agreement shall be made in three (3) annual installments as set forth in below. Scottsbluff shall pay the County the total sum of \$13,800.00 in the following installments:

- (a) The first annual payment, in the amount of \$4,600.00 shall be due and payable on or before January 30, 2027.
- (b) The second annual payment, in the amount of \$4,600.00 shall be due and payable on or before January 30, 2028.
- (c) The third and final annual payment, in the amount of \$4,600.00 shall be due and payable on or before January 30, 2029.

Each payment shall be remitted to the County Treasurer at 1825 10<sup>th</sup> Street, Gering, NE 69341.

**The City of Scottsbluff Pictometry Sector Coverage Map for billing purposes is attached hereto.**

City of Scottsbluff  
 Pictometry Sector Coverage  
 for Billing Purposes



- Corporate Limits
- Sector Type**
- 100%
- < 50%
- > 50%

Scotts Bluff County GIS/Mapping Department - 12/9/2025  
 DISCLAIMER: This map's measurements and all associated data are approximate and not to be used for any official purposes.  
 Scotts Bluff County assumes no liability associated with the use or misuse of the information.

# **City of Scottsbluff, Nebraska**

**Monday, January 5, 2026**

**Regular Meeting**

## **Item 10.d**

**Council to discuss and consider action on the Economic Development Assistance Agreement with Gardner Technologies, LLC, and authorize the City Manager to sign the Agreement.**

**Staff Contact:** Sharaya DeSersa

## ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

This Agreement is made between the City of Scottsbluff, Nebraska (the “City”) and Gardner Technologies LLC, a Nebraska limited liability company (the “Applicant”).

### Recitals:

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

### Agreement:

1. **Purpose of Loan:** The Applicant is in need of working capital for its low voltage phone and telecommunications installation and repair and PC repair and support operation (the “Business”). The proceeds of the Loan will be used to finalize the Business’s partnership with Crestron and to consolidate the Business’s high interest debt to improve cash flow.
2. **Amount of Loan:** The Loan will be in the amount of \$220,000.00 with the intent of \$20,000.00 used to complete the partnership with Crestron and the remaining \$200,000.00 used to pay off high interest debt. The Loan will be disbursed from the Fund to the Applicant as provided for below. The Loan will be represented by a promissory note (the “Note”) to be signed at the Loan Closing in the form acceptable to the City. The principal balance of the Note will accrue interest at the Applicable Federal Mid-Term rate for the month of the Loan Closing, currently 3.72 per annum. The Note will be paid over 84 equal monthly installments of principal and interest. The first installment will be due on June 1, 2026 and each subsequent monthly installment will be due on the first of each following month after the initial monthly installment until the Note is paid in full.
3. **Loan Disbursement and Loan Closing:** After the Applicant has satisfied the conditions of the Loan Closing, the amount of the Loan will be scheduled as a claim at the next City Council meeting for which the matter may be reasonably scheduled. The City will disburse the Loan proceeds within 10 business days after the City Council has approved a claim for the Loan. The disbursement of the Loan proceeds will constitute the “Loan Closing.”

4. **Job Credits:** As long as the Applicant is not in default of the Note, this Agreement, or any other document entered into according to this Agreement, the Applicant will be eligible for credits against the balance due under the Note for Job Credits earned during a Year, subject to the following terms and conditions.

A “Year” means the 12-month period ending on each September 30.

The “Annual Job Credit” for a Year will be equal to the Applicant’s FTE’s, over and above the current 6 FTEs employed by the Applicant, multiplied by \$2,000.00. Applicant is also the party to an Economic Development Assistance Agreement with the City which began in 2020 (the “2020 Agreement”). Applicant is using the current 6 FTE’s for the 2020 Agreement and will not receive any Job Credits under this Agreement for the current 6 FTE’s.

The Annual Job Credit in a Year cannot exceed \$10,000.00 (the “Maximum Annual Credit”). The maximum Job Credits may not exceed \$100,000.00 (“Maximum Credit”).

If the Applicant earns credits in excess of the Maximum Annual Credit in any one Year, the excess credits may be carried back to one or more prior Years where the Maximum Annual Credit was not earned, as long as the Maximum Annual Credit is not exceeded for any one Year and the Maximum Credit is not exceeded. Excess credits may not be carried forward. No Job Credits may be applied after the final payment or maturity of the Note.

In order to receive the Annual Job Credit, the Applicant must file an Annual Report as provided for below. Annual Job Credits will be applied against the principal balance of the Note as prepayments, which will not alter the amount of the annual payment due under the Note. Once the Note is paid in full, no further Annual Job Credit may be earned.

**5. Employee Definitions:**

- a. “Full Time Employee” means a bona fide employee of the Applicant who (1) is classified by the Applicant as full time; (2) subject to normal and reasonable waiting periods, is eligible for the employer’s normal fringe benefit package; and (3) earns no less than 110% of the applicable minimum wage (or the equivalent for salaried employees). This normal fringe benefit package must, at the least, include a health insurance plan with coverage offered to each employee which is, if not declined, substantially paid for by the Applicant.
- b. “Eligible Full Time Employee” means a Full Time Employee, who: (1) primarily works at the Business; and (2) resides within 50 miles of the corporate limits of the City. However, any Full Time Employee who does not reside within 50 miles of the corporate limits of the City at the time that the Full Time Employee is hired, will still be considered an Eligible Full Time Employee if the Full Time Employee moves to a residence within the required geographic area within 6 months of the hiring.
- c. “Full Time Equivalents” or “FTE’s” is determined by dividing (1) the total work hours for which Eligible Full Time Employees were paid by the Applicant in a Year by (2) 2080 hours and then rounding to the nearest tenth. The maximum work hours that can be counted for an Eligible Full Time Employee may not exceed 40 hours per week. Salaried employees are presumed to have been paid for 40 hours per week.

6. **Security:** To secure the Applicant's obligations under the Note and this Agreement the Applicant will provide the following "Security": a Deed of Trust, in the form approved by the City, to land owned by Applicant or Applicant's owner, which, in the opinion of the City, is of sufficient value to secure the Loan; and a personal guaranty from the Applicant's owner.
7. **Representations and Warranties of the Applicant:** The Applicant represents and warrants the following, all of which will survive the Loan Closing:
  - a. The Applicant is a limited liability company organized, existing, and in good standing under the laws of Nebraska. The Applicant has full power and authority to enter into this Agreement and carry out the transactions contemplated by this Agreement. The Applicant's execution, delivery and performance of this Agreement have been authorized by all necessary action on the part of the Applicant. This Agreement, and each agreement and instrument delivered by the Applicant to the City related to this Agreement is and will be the legal and binding obligation of the Applicant.
  - b. No representation or warranty made by the Applicant in this Agreement contains or will contain any untrue statement of any material fact, or omits or will fail to state any material fact known to the Applicant that are required to make the statements not misleading.
  - c. The execution and performance of this Agreement will not violate any provision of law, or conflict with, or result in any breach or default of any of the terms or conditions of any indenture, mortgage, agreement, or other instrument to which the Applicant is a party or by which they are bound.
8. **Conditions to Loan Closing:** The City's obligation to proceed with the Loan Closing is subject to the Applicant's fulfillment of each of the following conditions at or prior to the Loan Closing:
  - a. All representations and warranties of the Applicant shall be true as of the Loan Closing.
  - b. The Applicant must deliver to the City:
    - i. Evidence the Applicant is authorized to do business and in Good Standing in the State of Nebraska;
    - ii. Organizational documents and resolutions, as requested by the City, showing who has the authority to sign this Agreement, the Note, security documents, and related documents on behalf of the Applicant.
    - iii. The Security as described in Section 6.
  - c. The Applicant shall have performed its obligations, agreements, and covenants contained in this Agreement to be performed by them, on, or before the Loan Closing.
  - d. There shall have been no material adverse change in the operation or financial status of the Applicant since the Application was submitted, and the Loan Closing will constitute the Applicant's representations that there has been no such material adverse change.
  - e. In requesting the disbursement of the Loan, the Applicant is considered to have represented that the above conditions have been satisfied and are continuing to be satisfied.



If to the Applicant: Gardner Technologies LLC  
1414 E. 20th Street, Suite 12  
Scottsbluff, NE 69361  
Attention: Jerry Gardner

**14. Miscellaneous:**

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

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

City of Scottsbluff, Nebraska

By: \_\_\_\_\_  
Kevin Spencer, City Manager

Date: \_\_\_\_\_

Gardner Technologies LLC, A Nebraska limited liability company

By: \_\_\_\_\_  
Jerry Gardner, President/Sole Member

Date: \_\_\_\_\_

**Promissory Note**

\$220,000.00

Date: January \_\_, 2026

For value received, Gardner Technologies LLC, a Nebraska limited liability company ("Borrower") promises to pay to the order of The City of Scottsbluff, Nebraska ("Lender"), the principal sum of Two Hundred and Twenty Thousand Dollars (\$220,000.00), together with interest on the unpaid principal balance accruing from and after January 30, 2026 at a rate of 3.72% per year, in 84 consecutive monthly installments. The first monthly installment is due and payable on June 1, 2026, and each subsequent monthly installment is due and payable on the first of each month thereafter until paid in full.

**Late Fee.** If Lender receives any monthly installment payment more than ten (10) days after its due date, then a late payment charge of 5.00% of the late payment amount shall be added to the scheduled payment.

**Application of Payments.** Payments received by Lender will first be applied to late fees, then to interest due, and the balance to principal.

**Prepayments.** Borrower may prepay any part of this Note without penalty. Any partial prepayment shall not relieve Borrower of the obligation to make installment payments as they become due until this Note is paid in full. All regular monthly installment payments made on or before the due date or within ten (10) days thereafter shall be credited against the amount owing as of the due date of the monthly installment payment, notwithstanding the date actually paid.

**EDA Agreement.** This Note is being made according to the Economic Development Assistance Agreement between Borrower and Lender dated on or about January \_\_, 2026 (the "EDA Agreement"). Borrower may be entitled to Annual Job Credits according to the terms of the EDA Agreement. Annual Job Credits will be applied against the principal balance of this Note as prepayments, which will not alter the amount of the monthly installments due under this Note.

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

City of Scottsbluff  
Attn: Finance Director  
2525 Circle Drive  
Scottsbluff, NE 69361

**Default and Acceleration.** If Borrower defaults in the payment of any installment when due and for a period of ten (10) days thereafter, then Lender may, at Lender's option, without notice or demand except as required by law, declare the remaining balance of this Note to be immediately due and payable. A default under the terms of any deed of trust or other document securing this Note shall be considered a default under the terms of this Note. In the event thereof, after the passage of any applicable grace period, Lender may, at Lender's option, without notice or demand except as required by law, declare the remaining balance of this Note to be immediately due and payable. In the event the final due date of this Note is accelerated by Lender because of a default by Borrower, or final payment of this Note is not made when due, the effective rate of interest on this Note shall be 16.00% per year from the date of acceleration or due date of final payment until payment in full.

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

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

GARDNER TECHNOLOGIES LLC, a Nebraska limited liability company

By: \_\_\_\_\_  
Jerry Gardner, President/Sole Member

State of Nebraska; County of Scotts Bluff: ss.

This Promissory Note was acknowledged before me on January \_\_, 2026 by Jerry Gardner, President and Sole Member on behalf of Gardner Technologies LLC a Nebraska limited liability company.

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

Gardner/Scottsbluff

Compound Period ..... : Monthly

Nominal Annual Rate .... : 3.720 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	01/30/2026	220,000.00	1		
2 Payment	06/01/2026	3,007.27	84	Monthly	05/01/2033

## AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	01/30/2026				220,000.00
1	06/01/2026	3,007.27	2,786.11	221.16	219,778.84
2	07/01/2026	3,007.27	681.31	2,325.96	217,452.88
3	08/01/2026	3,007.27	674.10	2,333.17	215,119.71
4	09/01/2026	3,007.27	666.87	2,340.40	212,779.31
5	10/01/2026	3,007.27	659.62	2,347.65	210,431.66
6	11/01/2026	3,007.27	652.34	2,354.93	208,076.73
7	12/01/2026	3,007.27	645.04	2,362.23	205,714.50
2026 Totals		21,050.89	6,765.39	14,285.50	
8	01/01/2027	3,007.27	637.71	2,369.56	203,344.94
9	02/01/2027	3,007.27	630.37	2,376.90	200,968.04
10	03/01/2027	3,007.27	623.00	2,384.27	198,583.77
11	04/01/2027	3,007.27	615.61	2,391.66	196,192.11
12	05/01/2027	3,007.27	608.20	2,399.07	193,793.04
13	06/01/2027	3,007.27	600.76	2,406.51	191,386.53
14	07/01/2027	3,007.27	593.30	2,413.97	188,972.56
15	08/01/2027	3,007.27	585.81	2,421.46	186,551.10
16	09/01/2027	3,007.27	578.31	2,428.96	184,122.14
17	10/01/2027	3,007.27	570.78	2,436.49	181,685.65
18	11/01/2027	3,007.27	563.23	2,444.04	179,241.61
19	12/01/2027	3,007.27	555.65	2,451.62	176,789.99
2027 Totals		36,087.24	7,162.73	28,924.51	
20	01/01/2028	3,007.27	548.05	2,459.22	174,330.77
21	02/01/2028	3,007.27	540.43	2,466.84	171,863.93
22	03/01/2028	3,007.27	532.78	2,474.49	169,389.44
23	04/01/2028	3,007.27	525.11	2,482.16	166,907.28
24	05/01/2028	3,007.27	517.41	2,489.86	164,417.42
25	06/01/2028	3,007.27	509.69	2,497.58	161,919.84
26	07/01/2028	3,007.27	501.95	2,505.32	159,414.52
27	08/01/2028	3,007.27	494.19	2,513.08	156,901.44
28	09/01/2028	3,007.27	486.39	2,520.88	154,380.56
29	10/01/2028	3,007.27	478.58	2,528.69	151,851.87
30	11/01/2028	3,007.27	470.74	2,536.53	149,315.34
31	12/01/2028	3,007.27	462.88	2,544.39	146,770.95

Gardner/Scottsbluff

	Date	Payment	Interest	Principal	Balance
2028 Totals		36,087.24	6,068.20	30,019.04	
32	01/01/2029	3,007.27	454.99	2,552.28	144,218.67
33	02/01/2029	3,007.27	447.08	2,560.19	141,658.48
34	03/01/2029	3,007.27	439.14	2,568.13	139,090.35
35	04/01/2029	3,007.27	431.18	2,576.09	136,514.26
36	05/01/2029	3,007.27	423.19	2,584.08	133,930.18
37	06/01/2029	3,007.27	415.18	2,592.09	131,338.09
38	07/01/2029	3,007.27	407.15	2,600.12	128,737.97
39	08/01/2029	3,007.27	399.09	2,608.18	126,129.79
40	09/01/2029	3,007.27	391.00	2,616.27	123,513.52
41	10/01/2029	3,007.27	382.89	2,624.38	120,889.14
42	11/01/2029	3,007.27	374.76	2,632.51	118,256.63
43	12/01/2029	3,007.27	366.60	2,640.67	115,615.96
2029 Totals		36,087.24	4,932.25	31,154.99	
44	01/01/2030	3,007.27	358.41	2,648.86	112,967.10
45	02/01/2030	3,007.27	350.20	2,657.07	110,310.03
46	03/01/2030	3,007.27	341.96	2,665.31	107,644.72
47	04/01/2030	3,007.27	333.70	2,673.57	104,971.15
48	05/01/2030	3,007.27	325.41	2,681.86	102,289.29
49	06/01/2030	3,007.27	317.10	2,690.17	99,599.12
50	07/01/2030	3,007.27	308.76	2,698.51	96,900.61
51	08/01/2030	3,007.27	300.39	2,706.88	94,193.73
52	09/01/2030	3,007.27	292.00	2,715.27	91,478.46
53	10/01/2030	3,007.27	283.58	2,723.69	88,754.77
54	11/01/2030	3,007.27	275.14	2,732.13	86,022.64
55	12/01/2030	3,007.27	266.67	2,740.60	83,282.04
2030 Totals		36,087.24	3,753.32	32,333.92	
56	01/01/2031	3,007.27	258.17	2,749.10	80,532.94
57	02/01/2031	3,007.27	249.65	2,757.62	77,775.32
58	03/01/2031	3,007.27	241.10	2,766.17	75,009.15
59	04/01/2031	3,007.27	232.53	2,774.74	72,234.41
60	05/01/2031	3,007.27	223.93	2,783.34	69,451.07
61	06/01/2031	3,007.27	215.30	2,791.97	66,659.10
62	07/01/2031	3,007.27	206.64	2,800.63	63,858.47
63	08/01/2031	3,007.27	197.96	2,809.31	61,049.16
64	09/01/2031	3,007.27	189.25	2,818.02	58,231.14
65	10/01/2031	3,007.27	180.52	2,826.75	55,404.39
66	11/01/2031	3,007.27	171.75	2,835.52	52,568.87
67	12/01/2031	3,007.27	162.96	2,844.31	49,724.56
2031 Totals		36,087.24	2,529.76	33,557.48	
68	01/01/2032	3,007.27	154.15	2,853.12	46,871.44
69	02/01/2032	3,007.27	145.30	2,861.97	44,009.47
70	03/01/2032	3,007.27	136.43	2,870.84	41,138.63
71	04/01/2032	3,007.27	127.53	2,879.74	38,258.89
72	05/01/2032	3,007.27	118.60	2,888.67	35,370.22

## Gardner/Scottsbluff

Date	Payment	Interest	Principal	Balance
73 06/01/2032	3,007.27	109.65	2,897.62	32,472.60
74 07/01/2032	3,007.27	100.67	2,906.60	29,566.00
75 08/01/2032	3,007.27	91.65	2,915.62	26,650.38
76 09/01/2032	3,007.27	82.62	2,924.65	23,725.73
77 10/01/2032	3,007.27	73.55	2,933.72	20,792.01
78 11/01/2032	3,007.27	64.46	2,942.81	17,849.20
79 12/01/2032	3,007.27	55.33	2,951.94	14,897.26
2032 Totals	36,087.24	1,259.94	34,827.30	
80 01/01/2033	3,007.27	46.18	2,961.09	11,936.17
81 02/01/2033	3,007.27	37.00	2,970.27	8,965.90
82 03/01/2033	3,007.27	27.79	2,979.48	5,986.42
83 04/01/2033	3,007.27	18.56	2,988.71	2,997.71
84 05/01/2033	3,007.27	9.56	2,997.71	0.00
2033 Totals	15,036.35	139.09	14,897.26	
Grand Totals	252,610.68	32,610.68	220,000.00	

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Gardner/Scottsbluff

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Last interest amount increased by 0.27 due to rounding.

## Personal Guaranty

This Personal Guaranty ("Guaranty") is given by Jerry Gardner ("Guarantor") to guarantee certain obligations of Gardner Technologies LLC, a Nebraska limited liability company ("Borrower") to the City of Scottsbluff, Nebraska ("Lender").

1. **Recitals:** Lender has loaned money to Borrower (the "Loan") as evidenced by that Promissory Note dated January \_\_, 2026 in the original principal amount of \$220,000.00 (the "Note"). Lender is requiring as a condition of the Loan that Guarantor enter into this Guaranty. Guarantor is an owner of Borrower and will benefit from the Loan.
2. **Obligations Guaranteed:** Guarantor personally guarantees payment of the Note and all modifications, extensions, and renewals of the Note (the "Obligations"). Guarantor agrees to pay Lender any and all amounts owed to Lender according to the Obligations.
3. **Guarantee of Payment:** This Guaranty is a guarantee of payment by Guarantor and Lender's rights in this Guaranty may be exercised by Lender at any time that Borrower is in default of the Obligations. Lender shall not be required to resort first to payment from Borrower or from any other person liable in any way for the Obligations.
4. **Exercise of Rights/Waiver:** Lender may at any time without consent of or notice to Guarantor, and without incurring responsibility to or impairing or releasing the Obligations or this Guaranty, in whole or in part:
  - a. Change the manner, place or terms of payment and/or change or extend the time or payment of, renew, or alter any of the Obligations, or any security, or any debt, liability or obligation incurred directly or indirectly with respect to the Obligations and this Guaranty shall continue to apply to the Obligations as changed, extended, renewed or altered;
  - b. Exercise or refrain from exercising any rights against the Borrower or others (including Guarantor);
  - c. Settle or compromise any of the Obligations or any security for the Obligations, or subordinate the payment of all or any part of the Obligations to the payment of any debt, liability or obligation (whether due or not) of Borrower to creditors of Borrower; and
  - d. Apply any sums paid or realized from any source to the Obligations and regardless of the application or use of the consideration, if any, received in connection with the Obligations.
5. **Primary Obligation:**
  - a. This Guaranty is a primary obligation of Guarantor. Guarantor's obligation shall not be affected by the illegality, invalidity, irregularity, or unenforceability of all or any part of the Obligations or of any security for the Obligations, or by the violation of any applicable usury laws, forgery, or any other circumstances that make the Obligations unenforceable against Borrower. Likewise, Guarantor's obligation shall not be affected by the assumption of Obligations by any person, party, or entity other than Borrower.
  - b. The fact that the financial condition of Borrower or any other obligor or guarantor may not have been correctly estimated or may change at any time shall have no effect on the rights of Lender under this Guaranty. Lender shall have no duty to disclose to Guarantor any facts it may now or in the future have concerning Borrower's financial condition.
  - c. Guarantor shall remain obligated under this Guaranty even if Borrower, or any other person who is obligated to pay the Obligations, has the Obligations discharged in bankruptcy or in any other manner. In the event of a discharge, Guarantor's obligation shall include attorney's fees and any other amounts that Borrower is discharged from paying.
  - d. If a claim is ever made against Lender for repayment or recovery of any amount or amounts received by Lender in payment or on account of any of the Obligations, and Lender repays all or part of the amount claimed by reason of (1) any judgment, decree or order of any court (including a bankruptcy court) or administrative body having jurisdiction over Lender or (2) any settlement or compromise of any claim effected by Lender with any claimant (including Borrower), then Guarantor agrees that the judgment, decree, order, settlement or compromise shall be binding upon Guarantor even though this Guaranty may have been revoked or released or the Obligations were canceled or released. In that event, Guarantor shall remain liable to Lender for the amount repaid by Lender as if that amount had never been received by Lender, along with any costs, interest, attorneys' fees and all other expenses incurred by Lender in connection with the repayment.

6. **Miscellaneous:**

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

**Guarantor:**

\_\_\_\_\_  
Jerry Gardner

State of Nebraska; County of Box Butte: ss.

This Personal Guaranty was acknowledged before me on January \_\_\_\_, 2026 by Jerry Gardner, Guarantor.

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

### Deed of Trust

THIS DEED OF TRUST is made effective January \_\_, 2026 by and among the Trustor, Jerry Gardner and Pamela Gardner, husband and wife, whose mailing address is 2409 Country Land, Scottsbluff, NE 69361 ("Trustor"), the Trustee, Kent A. Hadenfeldt, Attorney at Law, whose mailing address is 1502 2<sup>nd</sup> Avenue, Scottsbluff, NE 69361 ("Trustee") and the Beneficiary, The City of Scottsbluff, Nebraska, whose mailing address is 2525 Circle Drive, Scottsbluff, NE 69361 ("Lender").

FOR VALUABLE CONSIDERATION, including Lender's extension of credit identified herein to Gardner Technologies LLC, a Nebraska limited liability company ("Borrower") and the trust herein created, the receipt of which is acknowledged, Trustor irrevocably grants, transfers, conveys and assigns to Trustee, **IN TRUST, WITH POWER OF SALE**, for the benefit and security of Lender, under and subject to the terms and conditions of this Deed of Trust, the real property, described as follows:

Lot 28, SECOND CORNETT HEIGHTS ADDITION to the City of Scottsbluff, Scotts Bluff County, Nebraska

together with all improvements, fixtures, passageways, easements, rights, privileges and appurtenances located thereon or in anyway pertaining thereto, and the rents, issues and profits, reversions and remainders thereof, and such personal property that is attached to the improvements so as to constitute a fixture; and together with the homestead or marital interests, if any, which interests are released and waived; all of which, including replacements and additions thereto, is declared to be a part of the real estate secured by the lien of this Deed of Trust and all of the foregoing being referred to herein as the "Property."

This Deed of Trust secures (a) the payment of the principal sum, interest, and other charges evidenced by a promissory note executed by Borrower dated January \_\_, 2026 in the original principal amount of \$220,000.00, and any and all modifications, extensions and renewals thereof or thereto (the "Note"); (b) the payment of other sums advanced by Lender to protect the security of the Note; (c) any future advances to be made by Lender to Borrower at the option of parties, provided that nothing herein should be construed to require Lender to make any future advances; and (d) the performance of all covenants and agreements of Trustor set forth herein or in the Economic Development Assistance Agreement between Borrower and Lender dated on or about January \_\_, 2026 (the "EDA Agreement"). The Note, this Deed of Trust, the EDA Agreement, and any amendments thereto, and any and all other documents that secure the Note, or otherwise are executed in connection therewith, including without limitation guarantees, security agreements and assignments of leases and rents, shall be referred to herein as the "Loan Instruments."

Trustor covenants and agrees with Lender as follows:

1. **Payment of Indebtedness.** All indebtedness and other amounts secured by this Deed of Trust will be paid when due.
2. **Title.** Trustor is the owner of the Property and has the right and authority to convey the Property. Trustor warrants that the lien created by this Deed of Trust is a second lien on the Property, and prior to liens except for the liens held by Platte Valley Bank, by and the execution and delivery of this Deed of Trust does not violate any contract or other obligation to which Trustor is subject.
3. **Taxes, Assessments.** Trustor shall pay before delinquency all taxes, special assessments and all other charges against the Property now or hereafter levied.

4. **Insurance.** Trustor shall keep all improvements on the Property insured against damage by fire, hazards included within the term "extended coverage" and such other hazards as Lender may require, in amounts and with companies acceptable to Lender, naming Lender as an additional named insured, with loss payable to the Lender. Trustor shall provide proof of such insurance to Lender upon Lender's request and such policies shall provide for 30 days notice to Lender prior to cancellation. In case of loss under such policies, the Lender is authorized to adjust, collect and compromise all claims thereunder and shall have the option of applying all or part of the insurance proceeds (i) to any indebtedness secured by this Deed of Trust and in such order as Lender may determine, (ii) to the Trustor to be used for the repair or restoration of the Property or (iii) for any other purpose or object satisfactory to Lender without affecting the lien of this Deed of Trust for the full amount secured hereby before such payment ever took place. Any application of proceeds to indebtedness shall not extend or postpone the due date of any payments under the Note, or cure any default thereunder or hereunder.

5. **Maintenance, Repairs and Compliance with Laws.** Trustor shall keep the Property in good condition and repair; shall promptly repair, or replace any improvement which may be damaged or destroyed; shall not commit or permit any waste or deterioration of the Property; shall not remove, demolish or substantially alter any of the improvements on the Property; shall not commit, suffer or permit any act to be done in or upon the Property in violation of any law, ordinance, or regulation; and shall pay and promptly discharge at Trustor's cost and expense all liens, encumbrances and charges levied, imposed or assessed against the Property or any part thereof.

6. **Performance by Lender.** Upon the occurrence of an Event of Default hereunder, or if any act is taken or legal proceeding commenced which materially affects Lender's interest in the Property, Lender may in its own discretion, but without obligation to do so, and without notice to or demand upon Trustor and without releasing Trustor from any obligation, do any act which Trustor has agreed but fails to do and may also do any other act Lender deems necessary to protect the security of this Deed of Trust. Trustor shall, immediately upon demand therefor by Lender, pay to Lender all costs and expenses incurred and sums expended by Lender in connection with the exercise by Lender of the foregoing rights, together with interest thereon at the rate provided in the Note, which shall be added to the indebtedness secured by this Deed of Trust. Lender shall not incur any liability because of anything it may do or omit to do hereunder.

7. **Hazardous Materials.** Trustor shall keep the Property in compliance with all applicable laws, ordinances and regulations relating to industrial hygiene or environmental protection (collectively referred to as "Environmental Laws"). Trustor shall keep the Property free from all substances deemed to be hazardous or toxic under any Environmental Laws (collectively referred to herein as "Hazardous Materials"). Trustor agrees to indemnify and hold harmless Lender, its employees and agents, and any successors to Lender's interest, from and against any and all claims, damages, losses and liabilities arising in connection with the presence, use, disposal or transport of any Hazardous Materials on, under, from or about the Property. **THE FOREGOING WARRANTIES AND REPRESENTATIONS, AND TRUSTOR'S OBLIGATIONS PURSUANT TO THE FOREGOING INDEMNITY, SHALL SURVIVE RECONVEYANCE OF THIS DEED OF TRUST.**

8. **Assignment of Rents.** Trustor assigns to Lender the rents, issues and profits of the Property; provided that Trustor shall, until the occurrence of any Event of Default hereunder, have the right to collect and retain such rents, issues and profits as they become due and payable. Upon the occurrence of an Event of Default, Lender may, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Property, or any part thereof, in its own name or in the name of the Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any indebtedness secured by this Deed of Trust, all in such order as Lender may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Trustee and Lender shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any Event of Default, including without limitation the right to exercise the power of sale. Further, Lender's rights and remedies under this paragraph shall be cumulative with, and in no way a limitation on, Lender's rights and remedies under any assignment of leases and rents recorded against the Property. Lender, Trustee and the receiver shall be liable to account only for those rents actually received.

9. **Events of Default.** The following shall constitute an Event of Default under this Deed of Trust:

- (a) Failure to pay any installment of principal or interest or any other sum secured by this Deed of Trust when due;
- (b) A breach of or default under any provision contained in the Note, this Deed of Trust, any of the Loan Instruments, or any other lien or encumbrance upon the Property;
- (c) A writ of execution or attachment or any similar process shall be entered against Trustor which shall become a lien on the Property or any portion thereof or interest therein;
- (d) There shall be filed by or against Trustor or Borrower an action under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or there shall be appointed any trustee, receiver or liquidator of Trustor or Borrower or of all or any part of the Property, or the rents, issues or profits thereof; or Trustor or Borrower shall make any general assignment for the benefit of creditors;
- (e) The sale, transfer, or conveyance of all or any part of or any interest in the Property, either voluntarily or involuntarily, without the express written consent of Lender, which consent shall not be unreasonably withheld; or
- (f) Abandonment of the Property.

10. **Remedies; Acceleration Upon Default.** In the event of any Event of Default Lender may, without notice except as required by law, declare all indebtedness secured by this Deed of Trust to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Lender may:

- (a) Demand that Trustee exercise the **POWER OF SALE** granted herein, and Trustee shall thereafter cause Trustor's interest in the Property to be sold and the proceeds to be distributed, all in the manner provided in the Nebraska Trust Deeds Act;
- (b) Exercise any and all rights provided for in any of the Loan Instruments or by law upon occurrence of any Event of Default; and
- (c) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof.

No remedy herein conferred upon or reserved to Trustee or Lender is intended to be exclusive of any other remedy herein, in the Loan Instruments or by law provided or permitted, but each shall be cumulative, shall be in addition to every other remedy given hereunder, in the Loan Instruments or now or hereafter existing at law or in equity or by statute, and may be exercised concurrently, independently or successively.

11. **Trustee.** Trustee may resign at any time without cause, and Lender may at any time and without cause appoint a successor or substitute Trustee. Trustee shall not be liable to any party, including without limitation Lender, Borrower, Trustor or any purchaser of the Property, for any loss or damage unless due to reckless or willful misconduct, and shall not be required to take any action in connection with the enforcement of this Deed of Trust unless indemnified, in writing, for all associated costs, compensation or expenses. In addition, Trustee may become a purchaser at any sale of the Property (judicial or under the power of sale granted herein); postpone the sale of all or any portion of the Property, as provided by law; or sell the Property as a whole, or in separate parcels or lots at Trustee's discretion.

12. **Fees and Expenses.** In the event Trustee sells the Property by exercise of power of sale, Trustee shall be entitled to apply any sale proceeds first to payment of all costs and expenses of exercising the power of sale, including all Trustee's fees, and Lender's and Trustee's attorney's fees, actually incurred to extent permitted by applicable law. In the event Borrower or Trustor exercises any right provided by law to cure an Event of Default, Lender shall be entitled to recover from Trustor all costs and expenses actually incurred as a result of Trustor's default, including without limitation all Trustee's and attorney's fees, to the extent permitted by applicable law.

### 13. Miscellaneous Provisions.

(a) **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demands made by the original Borrower and Borrower's successors in interest.

(b) **Lender's Powers.** Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Lender may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Lender's option any parcel, portion or all of the Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make other arrangements with debtors in relation thereto.

(c) **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

(d) **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Lender and Trustor. All covenants and agreements of Trustor shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

(e) **Request for Notices.** The parties request that a copy of any notice of default hereunder and a copy of any notice of sale hereunder be mailed to each party to this Deed of Trust at the address set forth above in the manner prescribed by applicable law. Except for any other notice required under applicable law to be given in another manner, any notice provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to the other parties, at the address set forth above. Any notice provided for in this Deed of Trust shall be effective upon mailing in the manner designated herein.

(f) **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Trustor notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

(g) **Reconveyance.** Upon payment of all sums and fulfillment of all obligations secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Trustor shall pay all costs of recordation, if any.

(h) **Liens and Encumbrances.** Trustor warrants and represents that there is no default under the provisions of any mortgage, deed of trust, lease or purchase contract describing all or any part of the Property, or other contract, instrument or agreement constituting, or which may lead to, a lien or encumbrance against all or any part of the Property (collectively, "Liens"), existing as of the date of this Deed of Trust. Trustor shall timely perform all of Trustor's obligations, covenants, representations and warranties under any and all future Liens, shall promptly forward to Lender copies of all notices of default sent in connection with any and all future Liens, and shall not without Lender's prior written consent in any manner modify the provisions of or allow any future advances under any future Liens.

(i) **Severability.** If any provision of this Deed of Trust conflicts with applicable law or is declared invalid or otherwise unenforceable, such conflict or invalidity shall not affect the other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

(j) **Terms.** The terms "Trustor" and "Borrower" shall include both singular and plural, and when the Trustor and Borrower are the same person(s), those terms as used in this Deed of Trust shall be interchangeable.

(k) **Governing Law.** This Deed of Trust shall be governed by the laws of the State of Nebraska.

Trustor has executed this Deed of Trust as of the date above written.

\_\_\_\_\_  
Jerry Gardner, Borrower

\_\_\_\_\_  
Pamela Gardner, Borrower

State of Nebraska; County of Scotts Buff: ss.

This Deed of Trust was acknowledged before me on January \_\_, 2026 by Jerry Gardner and Pamela Gardner, husband and wife, Borrower.

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

**Certification regarding Tax Incentives**

The undersigned "Applicant" certifies the following (check all that apply):

\_\_\_\_\_ The Applicant has or intends to file an application to receive tax incentives under the Nebraska Advantage Act or the ImagiNE Nebraska Act for the same project for which Applicant is seeking financial assistance from the City of Scottsbluff under its Economic Development Assistance program.

Such application

\_\_\_\_\_ includes or will include  
\_\_\_\_\_ does not and will not include

as one of the tax incentives, a refund of the city's local option sales tax revenue.

Such application

\_\_\_\_\_ has been approved.  
\_\_\_\_\_ has not been approved.

\_\_\_\_\_ The Applicant has not and does not intend to file an application to receive tax incentives under the Nebraska Advantage Act or the ImagiNE Nebraska Act for the same project for which Applicant is seeking financial assistance from the City of Scottsbluff under its Economic Development Assistance program.

Dated January \_\_\_, 2026.

Gardner Technologies LLC.

By: \_\_\_\_\_  
Jerry Gardner, President/Sole Member

**GARDNER TECHNOLOGIES LLC**  
**A Nebraska Limited Liability Company**  
**Action by Written Consent**

The undersigned, being the sole Member of Gardner Technologies LLC, a Nebraska limited liability company (the "Company") by unanimous written consent, take the following actions and adopt the following resolutions:

**Resolved:**

1. The Company has entered into an Economic Development Assistance Agreement (the "Agreement") with the City of Scottsbluff, Nebraska (the "City") relating to a loan from the City to be used to complete the partnership with Crestron and consolidate high interest debt.
2. The Company ratifies the Agreement.
3. The Company also certifies that attached are true and correct copies of the Certificate of Organization and the Operating Agreement of the Company as currently in effect.
4. Without limiting the foregoing, the sole Member, Jerry Gardner, shall be the Authorized Member and is authorized, empowered and directed, on behalf of the Company, to execute and deliver all other agreements and documents deemed necessary or otherwise required in connection with the Agreement and the closing of the loan contemplated thereby, including without limitation the Agreement, Promissory Note and other documents, upon such terms and with such changes, as he deems necessary, convenient and in the best interest of the Company. The execution and delivery of such agreements and documents by Jerry Gardner, whether before or after the date of this Action by Written Consent, shall constitute conclusive evidence that the terms of the Agreement and documents are authorized by and binding on the Company.
5. This Action by Written Consent shall have the effect of a unanimous vote of the Members. This Action by Written Consent shall be effective as of January \_\_\_\_, 2026.
6. A copy, email, or fax transmission of this document is enforceable as an original.

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Jerry Gardner, President/Sole Member