



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

**Regular Meeting  
February 2, 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 January 20, 2026 Regular Meeting.
  - b) Council to approve the Vice-Mayor to sign Resolution No. 26-02-01 authorizing City Manager Kevin Spencer to attend closing and sign all required documents on behalf of the City to accept donation of real estate.
  - c) Council to consider and take action on claims of the City.
8. **Public Hearings**
  - a) Council to conduct a public hearing at 6:00 p.m. to consider the Creation of Paving Improvement District #315 to be located in a parcel of land situated in the East Half of

the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M.

- b) Council to conduct a public hearing at 6:00 p.m. to consider the Creation of Sanitary Sewer District #168 to be located in a parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M.
- c) Council to conduct a public hearing at 6:00 p.m. to consider the Creation of Water District #106 to be located in a parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M.
- d) Council to conduct a public hearing at 6:00 p.m. to consider amending the City of Scottsbluff LB840 Plan.

## 9. **Resolution & Ordinances**

- a) Council to consider action on the first reading of the Ordinance to consider the Creation of Paving Improvement District #315 to be located in a parcel of land situated in the East Half of the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M.
- b) Council to consider action on the first reading of the Ordinance to consider the Creation of Sanitary Sewer District #168 to be located in a parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M.
- c) Council to consider action on the first reading of the Ordinance to consider the Creation of Water District #106 to be located in a parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M.
- d) Council to consider action on the first reading of the Ordinance to consider amending the City of Scottsbluff LB840 Plan.
- e) Council to consider action on the first reading of the Ordinance reducing the number of required members from seven to five, and alternate members from two to one on the Business Improvement Board in Chapter 6, Article 2.
- f) Council to consider action on the third 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.

## 10. **Bids & Awards**

- a) Council to discuss and consider action on awarding the bid, with negotiated changes, for the 2026 Chip Seal Project to Midwest Coatings for the amount of \$1,058,850.00.

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

- a) Council to discuss and consider action on the Use Agreement between the City of Scottsbluff and 23 Club, Inc., and authorize the Vice-Mayor to sign the Agreement.
- b) Council to discuss and consider action on the Professional Services Agreement, for scope of services and fees, with Panhandle Area Development District to facilitate the Scottsbluff Downtown Revitalization CDBG Grant, and authorize the Vice-Mayor to sign the Agreement.
- c) Council to discuss and consider action on the special conditions and compliance requirements for the Scottsbluff Downtown Revitalization CDBG Grant, and authorize the Mayor and Vice-Mayor to execute required documents, including Authorization to Request Funds, Excessive Force, and Financial Certifications, and Procurement Procedures and Code of Conduct.

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

**13. Adjournment**

# **City of Scottsbluff, Nebraska**

**Monday, February 2, 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, February 2, 2026**

**Regular Meeting**

## **Item 7.a**

**Council to approve the minutes of the January 20, 2026 Regular Meeting.**

**Staff Contact:** Kimberley Wright

Regular Meeting  
January 20, 2026

The Scottsbluff City Council met in a regular meeting on January 20, 2026 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. Since the regular meeting would fall on a City recognized holiday the meeting was moved to the following day, according to 6-1-12. A notice of the meeting had been published on January 15, 2026 in the Star Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodations to attend the Council meeting should contact the City Clerk's Office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the City Clerk in City Hall; provided, the City Council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been emailed to each council member, made available to radio stations KNEB, KMOR, KOAQ, and the Star Herald. The notice was also available on the city's website on January 16, 2026. Vice-Mayor McKerrigan presided and City Clerk Wright recorded the proceedings. The meeting was called to order and The Pledge of Allegiance was recited. Vice-Mayor McKerrigan welcomed everyone in attendance and encouraged all citizens to participate in the Council meeting asking those wishing to speak to come to the microphone and state their name and who they are representing for the record. Vice-Mayor McKerrigan 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: Jeanne McKerrigan, Matt Salomon, Jerry Stricker, and Scott Phillips. Also, present were City Manager Kevin Spencer and City Attorney Kent Hadenfeldt. Absent: Betsy Vidlak. Vice-Mayor McKerrigan asked if there were any changes to the agenda. There was none. Vice-Mayor McKerrigan 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. Mr. Scott Archer who lives at 3018 Primrose Drive in Scottsbluff approached Council. He stated he believes traffic accidents are considered an emergency and explained on Christmas Eve on Highway 26 and 5<sup>th</sup> Avenue he was hit by a car while walking. The car left the scene and he feels at that particular intersection, and all intersections, that have a pedestrian crossing with a walk sign, have proper lighting and cameras installed. Council Member Salomon answered Mr. Archer by explaining the City has been trying for three years, but unfortunately that crossing is on a State highway so it is run by them. City Manager Spencer commented it would be best and most productive if Mr. Archer would contact the State Department of Roads and he would give him the name of the person to contact. In addition to contacting the State, he informed Mr. Archer of the Safe Streets for All Grant and encouraged him to fill out a survey to become an active participant with the process.

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

- a) The minutes of the January 5, 2026 Regular Meeting be approved,
- b) A public hearing be set for February 2, 2026 at 6:00 p.m. to consider the Creation of Paving Improvement District #315 to be located in a parcel of land situated in the East half of the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M.,
- c) A public hearing be set for February 2, 2026 at 6:00 p.m. to consider the Creation of Sanitary Sewer District #168 to be located in a parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M.,
- d) A public hearing be set for February 2, 2026 at 6:00 p.m. to consider the Creation of Water District #106 to be located in a parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M.,

- e) A public hearing be set for February 2, 2026 at 6:00 p.m. to consider amending the City of Scottsbluff LB840 Plan,
- f) A receipt of liability claim from Alberto Mena, 69 Jerry Drive Scottsbluff, NE be acknowledged. The claim will be withdrawn and forwarded to the City's insurance carrier.
- g) The Order of Approval of Lump Sum Settlement Application and Joint Stipulation and Joint Stipulation to Amend Application for Approval of Lump Sum Settlement and Release on behalf of Andrea Lohr, widow of Ryan D. Lohr be acknowledged and approved,
- h) The claims, be approved and paid as provided by law out of the respective funds designated in the list of claims dated January 20, 2026 as on file with the City Clerk and submitted to the City Council, "YEAS," Phillips, Salomon, McKerrigan, and Stricker. "NAYS," None. Absent: Vidlak.

#### CLAIMS

911 CUSTOM, LLC,#1 CIP PATROL CARS-POL,36.91; A & L INC,DEPT SUP,188; AC ELECTRIC MOTOR SERVICE,EQUIP MAINT,567.12;ACCELERATED RECEIVABLES SOLUTIONS,WAGE ATTACHMENT,399.64;AE SERVICES, LLC,ELECTRICAL,234; ALLO COMMUNICATIONS, LLC, LOCAL TELEPHONE CHARGES, 4874.06; ANNA GAMBOA, CONTRACTUAL,3480;AUTOZONESTORES,INC,TIREPRESS. MONITORING TOOL,TIRE PRESS, SENSORS,864.18;B&C STEEL CORPORATION,DEPT SUPP CEM,26.79; BEELINE SERVICE INC,TOW SERVICE-POL,1855;BENCHMARK GOVERNMENT SOLUTIONS LLC,SCHOOLS & CONF-POL,305.55;BLUFFS FACILITY SOLUTIONS,JANITORIAL SUPP PARK,1622.7;BONAGIRL JOSEPH THAMBI,LEGAL FEES-POL,24.2;CAPITAL BUSINESS SYSTEMS INC.,COPIER SERVICE,279.35;CELLCO PARTNERSHIP,TABLETS, IPAD, CELL PHONES, GRIDSMART FOR TRANS.,1128.88; CITY OF GERING, DISPOSAL FEES SAN, 47265.67;CITY OF SCB,RYAN FRIES - CDL REIM,62;COLUMN SOFTWARE PBC,LEGAL PUBLISHING,787.5; COMPLIANCE GO LLC,MUNICIPAL STORMWATER TRAINING2026,2480;COMPUTERCONNECTIONINC,CONTRACTUALPOL,44;CONTRACTORS MATERIALS INC., DEPT SUPP PARK, 128.66; CORE & MAIN LP, CONTRACTUAL SVC, 23223.35;CREDIT BUREAU OF COUNCIL BLUFFS,MEMBERSHIP FEES - DEC 2025,50;CRESCENT ELECT. SUPPLY COMP INC,ELECTRICAL MAINT,319.49;DELGADO LUPE, CONSULTING POL, 35; FARMERS IRRIGATION DISTRICT, 2026 O & M ASSESSMENT, 2808;FAT BOYS TIRE AND AUTO,EQUIP MAINT PARK,723.95;FLOYD'S TRUCKCENTERSCOTTSBLUFF,PINTLE HITCH FOR NEW DUMP TRUCK,7974.5;GALLS PARENT HOLDINGS, LLC, UNIFORMS POL, 566.93; GARDNER TECHNOLOGIES, LLC, ECONOMIC DEV LOAN,220000;HAWKINS, INC.,CHEMICALS,3104.18;HOWMEDICA OSTEONICS CORP, EQUIP MAINT - POL, 1800; IDEAL LAUNDRY AND CLEANERS, INC.,JAN. SUP.,1236.88; INGRAM LIBRARY SERVICES INC,COLL.,1108.83;INTERNAL REVENUE SERVICE,WITHHOLDINGS,84361.14;NTRALINKS, INC,PROF SERV - JAN 2026,10520.98;INVENTIVEWIRELESSOFNE,LLC,INTERNETCAMPGROUND,43.9;JARED KEMBEL,BUILDING MAINT,165.88;KNOW HOW LLC,EQUIP MAINT WW 2025 POLARIS ONYX BLK,3200.28; KRIZ DAVIS,ELECTRICAL MAINT,402.32;LEAGUE ASSOCIATIONOFRISKMANAGEMENT,Q42025, Q1 2026, & CHANGES,7325.39;LEGACY

COOPERATIVE ,DIESEL FUEL SAN, 22443.54; LEXIS NEXIS RISK DATA MANAGEMENT, CONSULTING-POL,206;MACQUEEN EQUIPMENT INC,ANNUAL FLOW TEST OF SCBAS,COMPRESSOR SERVICE, 3112.44; MARKETING CONSULTANTS, DEPT SUPP, 1393.86;MARQUEE BROADCASTING WEST INC,TRICITY SW PSA-DEC. 2025,900; MATHESON TRI-GAS INC,BANDSAW BLADES, ARGON/CO2 MIXTURE,375.68; MENARDS, INC,STATION 1 - BAY LIGHTS AND KITCHEN LIGHT,3028.97;MIDWEST CONNECT, LLC,UB PROCESSING - DEC 2025,6039.78;NE CHILD SUPPORT PAYMENT CENTER, NE CHILD SUPPORT PYBLE, 1664; NE DEPT OF REVENUE, WITHHOLDINGS, 47063.63; NEBRASKA RURAL WATER ASSOCIATION, MEMBERSHIPS,550;NEBRASKA MACHINERY CO, EQUIP MAINT, 105.24; NEBRASKA PUBLIC POWER DISTRICT, ELECTRIC,43086.62;NEBRASKA RURAL RADIO ASSOCIATION,TRICITYSWPSA DEC. 2025, 500; NEDA, MEMBERSHIP SDESERSA, 150; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,DEPT SUP,239.63; ONE CALL CONCEPTS, INC,CONTRACTUAL,67.78; PANHANDLE AUTOMOTIVE GROUP LLC,VEH MAINTCEM,484.28; PANHANDLE ENVIRONMENTAL SERVICES INC, SAMPLES, 210; PANHANDLE POWER SYSTEMES LLC,EQUIPMENT,13450; PARADISE PUMPERS LLC,CONTRACTUAL PARK,750; PLATTE VALLEY BANK,HEALTH SAVINGS ACCOUNT,18078.12;POMPS TIRE SERVICE INC, VEHICLE MAINTENANCE SAN, 1580.03; QUADIANT FINANCE USA INC, POSTAGE, 1000; QUILL CORPORATION, DEPT SUPPL POL, 862.11; REGIONAL CARE INC, CLAIMS, 144085.24;RICHARD CELLI,EQUIP MAINTPARK,162.33;RJ THOMAS MFG CO, INC,EQUIPMENT PARK TABLES,4763;RYAN RKUMM,GROUNDMAINTPARK,165;SM E C,EMPLOYEE DEDUCTION,75.5;SANDBERG IMPLEMENT, INC,EQUIPMENT PARK KUBOTA UTV,26866.48;SCB COUNTY MUTUAL AID ASSOC.,ANNUAL DUES,100;SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,280;SCB IBEW 1597 UNION DUES, SCB IBEW 1597 UNION DUES, 406.32; SCOTTSBLUFF COUNTY, PICTOMETRY / LIDAR PAYMENT 3 OF 3,1176.67;SCOTTS BLUFF COUNTY COURT,LEGAL FEES-POL,255; SCOTTSBLUFF MOTOR CO, INC,TIRE SENSOR FOR PICKUP,52.5;SCOTTSBLUFF POLICE OFFICERS ASSOCIATION, POLICE EE DUES, 936; SCOTTSBLUFF SCREENPRINTING& EMBROIDERY, LLC,UNIFORMS PARK,3184.14;SHAGGY BUFFALO CARWASH LLC,VEH MAINT-POL,210; SHERIFF'S OFFICE,LEGALFEESPOL,406.68;SHERWINWILLIAMS, GROUND MAINT PARK, 1256.21; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL,15852.5;SIMON CONTRACTORS,SAND FOR ICE SLICER,609.62; SNELL SERVICES INC., BLDG .MAIN., 125;SOUNDSLEEPERSECURITYINC.,EQUIP.,9422.12; STATE HEALTH LAB, SAMPLES, 217; TERRY D SCOTT,VEHICLE MAINT,655.75; TYLER TECHNOLOGIES, INC,UB FEES (10/1/25-12/31/25),9026.25;UNION BANK & TRUST,RETIREMENT,59771.2;UNITED STATESWELDING,CONTRACTUALSERVICESSAN,172.8;VERIZONCOMMUNICATIONS INC,GPS SERVICE,127.6;W & R INC,BLDG MAINT-POL,1820.92;WASH-IT LLC,VEHICLE MAINT,25.25;WESTERN NEBRASKA HUMAN RESOURCE MANAGEMENT,2026

CHAPTER MEMBERSHIP,50;WESTERN PATHOLOGY CONSULTANTS, INC,DRUG/DOT TESTING - DEC 2025,166;WYOMING CHILD SUPPORT ENFORCEMENT,CHILD SUPPORT,738.08; REFUNDS; SCOTTSBLUFF LANDSCAPING, 34.58; CHIRS & BROOKE SAMUELSON, 4.52; HENRY &/OR ELISHA MASON, 250.00; JOHN KEHM, 75.90; BRIAN RING, 13.62; HABITAT FOR HUMANITY, 14.12; RONALD AND ELLEN RITCHEY, 9.97

Concerning the claim removed from the Consent Calendar to Intralinks in the amount of \$10,520.98, 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 Stricker to accept Council Member Phillips' conflict of interest regarding the claim to Intralinks in the amount of \$10,520.98 and excuse him from voting, "YEAS," Salomon, McKerrigan, and Stricker. "NAYS," None. Absent: Vidlak. Abstain: Phillips.

City Manager Spencer explained, regarding the claim to Intralinks, in addition to the \$7,525 monthly fee, there includes purchases of a monitor adaptor, two Microsoft 365 annual subscriptions, and data also backup fees.

Council Member Stricker made a motion to approve the claim to Intralinks in the amount of \$10,520.98. The motion was seconded by Council Member Salomon, "YEAS," Stricker, Salomon, and McKerrigan. "NAYS," None. Absent: Vidlak. Abstain: Phillips.

Finance Director, Lane Kizzire, approached to go over the December 2025 Financial Report. He started on page two explaining the report shows transfers made from the General Fund to the Cemetery Fund and also from the Proprietary Funds to GIS and Stormwater. Also, the Parks Department shows large CIP purchases for mowers. In addition, the report shows significant claims for Health Insurance, but this is not uncommon since people have met their deductibles and want to get in claims for the end of the year. Also, the report showing the Budget to Actual Comparison for December shows we are at 25% of the fiscal year and departments should be at or below that number.

Regarding the audit, Mr. Kizzire stated field work is finished and it is looking like the March 16<sup>th</sup> meeting will be when the auditors give their presentation.

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

Council introduced 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 and was read by title on second reading: **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.**

Public Works Director, Doug Gompert, came forward to present the bid for the 28<sup>th</sup> Street and Avenue K Storm Drain Improvements. He explained this project will alleviate the drainage problem on 28<sup>th</sup> and K, adding, they have tried unsuccessfully to grade the ditch, but it does not drain. This will add

two inlets and a manhole going to the end of Avenue K to 27<sup>th</sup> Street tying into a manhole at Avenue F. Infinity Construction presented the lowest and best bid, of the four bids received, at \$163,045; staff is recommending approval.

Council Member Stricker made a motion, seconded by Council Member Phillips to approve awarding the bid for the 28<sup>th</sup> Street and Avenue K Storm Drainage Improvements to Infinity Construction, Inc. for the amount of \$163,045, “YEAS,” Phillips, Stricker, McKerrigan, and Salomon. “NAYS,” None. Absent: Vidlak.

Regarding the Real Estate Donation Agreement between Reganis, LLC and the City of Scottsbluff, Mr. Spencer approached Council explaining this is a piece of property along the Pathway, west of the first Reganis Dealership, that Mr. Tim Reganis would like to donate to the City.

Mr. Tim Reganis came forward and commented that he would like to see the area turned into a park, commenting his suggestion for a name would be Cougar Park adequately named for WNCC, stating there are two lots in the location assessed at approximately \$28,000 each. He further added the lots would be difficult to build on, due to easements for water and sewer, and that is why the best idea, in his mind, would be to turn it into a park, stating Rotary wants to help build it and there are others who have offered to donate equipment.

Furthermore, Mr. Spencer added there has been talk of an offer to help design the space without cost to the City, and whatever goes beyond this will need to go before the Parks Board and City Council for approval.

Council Member Phillips made a motion to approve the Real Estate Donation Agreement between Reganis, LLC and the City of Scottsbluff and authorize the Vice-Mayor to sign the Agreement, “YEAS,” Salomon, McKerrigan, Stricker, and Phillips. “NAYS,” None. Absent: Vidlak.

Mr. Spencer presented the Task Order 02 pertaining to the Agreement between the City of Gering, City of Scottsbluff and HDR Engineering, Inc. He explained this Task Order focuses on HDR finding five sites within a 30-mile range of the two cities. Once they identify some suitable sites, they will start a conversation with property owners and gather research on the area. Once the five areas are identified they will then bring those back for discussion. Mr. Spencer also stated the timeline for this order is six months and they will start to identify areas closest to us and then move farther out if needed.

Council Member Phillips moved, seconded by Council Member Stricker to approve authorizing the Vice-Mayor to sign Task Order 02 regarding an Agreement between City of Gering, City of Scottsbluff, and HDR Engineering, Inc. pertaining to the landfill, “YEAS,” Stricker, Salomon, Phillips, and McKerrigan. “NAYS,” None. Absent: Vidlak,

Under Council Reports, Mr. Spencer stated he will be leaving Thursday afternoon for a Crime Commission meeting Friday in Lincoln. Also, Scottsbluff will be hosting Regional Governance next month.

Council Member Stricker moved to adjourn the meeting at 6:35 p.m. The motion was seconded by Council Member Phillips, “YEAS,” McKerrigan, Phillips, Salomon, and Stricker. “NAYS,” None. Absent: Vidlak.

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Mayor

Attest:

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City Clerk

# **City of Scottsbluff, Nebraska**

**Monday, February 2, 2026**

**Regular Meeting**

## **Item 7.b**

**Council to approve the Vice-Mayor to sign Resolution No. 26-02-01 authorizing City Manager Kevin Spencer to attend closing and sign all required documents on behalf of the City to accept donation of real estate.**

**Staff Contact:** Kevin E Spencer

**RESOLUTION 26-02-01**

**WHEREAS**, The City of Scottsbluff, Nebraska (“City”) has in an open meeting, following proper notice, discussed and considered approving a Real Estate Donation Agreement, to acquire real estate, by donation, within the City.

**WHEREAS**, public input was requested and the City Council of the City now, by majority vote, resolves as follows:

**NOW, THEREFORE BE IT RESOLVED:**

1. The City Council ratifies and approves the Real Estate Donation Agreement dated January 20, 2026.

2. Pursuant to the Real Estate Donation Agreement, the City is authorized to acquire by Warranty Deed the following described real estate:

Tracts of land situated in the Southeast Quarter of the Southwest Quarter of Section 13, Township 22 North, Range 55 West of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska, and more particularly described in the Real Estate Donation Agreement and identified as parcels #010128603 and #010128611 with the Scotts Bluff County Assessor.

3. Kevin Spencer, as City Manager of the City, is authorized to execute and accept any and all documents deemed necessary or required in connection with the acquisition which are in the best interests of the City, to complete the acquisition.

Dated: February 2, 2026.

\_\_\_\_\_  
Jeanne McKerrigan Vice- Mayor

ATTEST:

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

**City of Scottsbluff, Nebraska**  
**Monday, February 2, 2026**  
**Regular Meeting**

**Item 7.c**

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

**Staff Contact:** Lane Kizzire



# Expense Approval Report

## By Vendor Name

Post Dates 1/22/2026 - 2/2/2026

Description (Payable)	Account Name	Amount
<b>Vendor: 00460 - ACCELERATED RECEIVABLES SOLUTIONS</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
WAGE ATTACHMENT	WAGE ATTACHMENT EE PAY	720.24
		720.24
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>
		<b>720.24</b>
<b>Vendor 00460 - ACCELERATED RECEIVABLES SOLUTIONS Total:</b>		
		<b>720.24</b>
<b>Vendor: 09894 - ANTHEM SPORTS LLC</b>		
<b>Fund: 511 - CAPITAL PROJECTS FUND</b>		
EQUIPMENT PLAYGROUND	EQUIPMENT	3,149.50
		3,149.50
		<b>Fund 511 - CAPITAL PROJECTS FUND Total:</b>
		<b>3,149.50</b>
<b>Vendor 09894 - ANTHEM SPORTS LLC Total:</b>		
		<b>3,149.50</b>
<b>Vendor: 10720 - BENNETT JOHN</b>		
<b>Fund: 111 - GENERAL</b>		
EVID CASH-POL	MISCELLANEOUS	120.00
		120.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>120.00</b>
<b>Vendor 10720 - BENNETT JOHN Total:</b>		
		<b>120.00</b>
<b>Vendor: 01599 - BENZEL PEST CONTROL</b>		
<b>Fund: 631 - WASTEWATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	262.50
		262.50
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>262.50</b>
<b>Fund: 641 - WATER</b>		
CONTRACTUAL SVC	CONTRACTUAL SERVICES	262.50
		262.50
		<b>Fund 641 - WATER Total:</b>
		<b>262.50</b>
<b>Vendor 01599 - BENZEL PEST CONTROL Total:</b>		
		<b>525.00</b>
<b>Vendor: 10629 - Bergan KDV LTD</b>		
<b>Fund: 111 - GENERAL</b>		
AUDIT FY25	AUDIT	7,500.00
		7,500.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>7,500.00</b>
<b>Fund: 212 - STREETS</b>		
AUDIT FY25	AUDIT	8,500.00
		8,500.00
		<b>Fund 212 - STREETS Total:</b>
		<b>8,500.00</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
AUDIT FY25	AUDIT	8,500.00
		8,500.00
		<b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>
		<b>8,500.00</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
AUDIT FY25	AUDIT	8,500.00
		8,500.00
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>8,500.00</b>
<b>Fund: 631 - WASTEWATER</b>		
AUDIT FY25	AUDIT	8,500.00
		8,500.00
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>8,500.00</b>
<b>Fund: 641 - WATER</b>		
AUDIT FY25	AUDIT	8,500.00
		8,500.00
		<b>Fund 641 - WATER Total:</b>
		<b>8,500.00</b>
<b>Vendor 10629 - Bergan KDV LTD Total:</b>		
		<b>50,000.00</b>
<b>Vendor: 09716 - BLACK HILLS GAS DISTRIBUTION LLC</b>		
<b>Fund: 111 - GENERAL</b>		
Monthly Energy Bill	HEATING FUEL	585.39
Monthly Energy Bill	HEATING FUEL	338.86
Monthly Energy Bill	HEATING FUEL	120.99
Monthly Energy Bill	HEATING FUEL	338.85

Expense Approval Report

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Description (Payable)	Account Name	Amount
Monthly Energy Bill	HEATING FUEL	585.39
Monthly Energy Bill	HEATING FUEL	1,004.29
Monthly Energy Bill	HEATING FUEL	119.57
Monthly Energy Bill	HEATING FUEL	77.87
<b>Fund 111 - GENERAL Total:</b>		<b>3,171.21</b>
<b>Fund: 212 - STREETS</b>		
Monthly Energy Bill	HEATING FUEL	1,817.30
<b>Fund 212 - STREETS Total:</b>		<b>1,817.30</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Monthly Energy Bill	HEATING FUEL	656.04
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>656.04</b>
<b>Fund: 641 - WATER</b>		
Monthly Energy Bill	HEATING FUEL	196.61
<b>Fund 641 - WATER Total:</b>		<b>196.61</b>
<b>Vendor 09716 - BLACK HILLS GAS DISTRIBUTION LLC Total:</b>		<b>5,841.16</b>
<b>Vendor: 00735 - CAPITAL BUSINESS SYSTEMS INC.</b>		
<b>Fund: 111 - GENERAL</b>		
Cont. Svcs.	CONTRACTUAL SERVICES	98.24
EQUIP MAINT ADM COPIER	EQUIPMENT MAINTENANCE	183.83
<b>Fund 111 - GENERAL Total:</b>		<b>282.07</b>
<b>Vendor 00735 - CAPITAL BUSINESS SYSTEMS INC. Total:</b>		<b>282.07</b>
<b>Vendor: 07911 - CELLCO PARTNERSHIP</b>		
<b>Fund: 111 - GENERAL</b>		
CELL PHONE	CELLULAR PHONE	39.94
CELL PHONES-POL	PHONE & INTERNET	1,408.84
<b>Fund 111 - GENERAL Total:</b>		<b>1,448.78</b>
<b>Fund: 213 - CEMETERY</b>		
CELL PHONE	PHONE & INTERNET	39.94
<b>Fund 213 - CEMETERY Total:</b>		<b>39.94</b>
<b>Vendor 07911 - CELLCO PARTNERSHIP Total:</b>		<b>1,488.72</b>
<b>Vendor: 01976 - CLARK PRINTING LLC</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP CC ORDINANCE RE...	DEPARTMENT SUPPLIES	300.75
<b>Fund 111 - GENERAL Total:</b>		<b>300.75</b>
<b>Vendor 01976 - CLARK PRINTING LLC Total:</b>		<b>300.75</b>
<b>Vendor: 09824 - CORE &amp; MAIN LP</b>		
<b>Fund: 641 - WATER</b>		
METERS	METERS	365.17
METERS	METERS	108.33
METERS	METERS	745.96
<b>Fund 641 - WATER Total:</b>		<b>1,219.46</b>
<b>Vendor 09824 - CORE &amp; MAIN LP Total:</b>		<b>1,219.46</b>
<b>Vendor: 10687 - CRANMORE FIRE PROTECTION</b>		
<b>Fund: 111 - GENERAL</b>		
HYDROSTATIC TESTING BREA...	EQUIPMENT MAINTENANCE	720.00
HYDROSTATIC TESTING BREA...	EQUIPMENT MAINTENANCE	360.00
<b>Fund 111 - GENERAL Total:</b>		<b>1,080.00</b>
<b>Vendor 10687 - CRANMORE FIRE PROTECTION Total:</b>		<b>1,080.00</b>
<b>Vendor: 09767 - CROELL INC</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARK	GROUNDS MAINTENANCE	1,203.75
<b>Fund 111 - GENERAL Total:</b>		<b>1,203.75</b>
<b>Vendor 09767 - CROELL INC Total:</b>		<b>1,203.75</b>

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Description (Payable)	Account Name	Amount
<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
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: 40.89</b>
<b>Fund: 212 - STREETS</b>		
Monthly Long Distance	PHONE & INTERNET	6.58
		<b>Fund 212 - STREETS Total: 6.58</b>
<b>Fund: 213 - CEMETERY</b>		
Monthly Long Distance	PHONE & INTERNET	0.94
		<b>Fund 213 - CEMETERY Total: 0.94</b>
<b>Fund: 224 - ECONOMIC DEVELOPMENT</b>		
Monthly Long Distance	PHONE & INTERNET	0.47
		<b>Fund 224 - ECONOMIC DEVELOPMENT Total: 0.47</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Monthly Long Distance	PHONE & INTERNET	1.89
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 1.89</b>
<b>Fund: 631 - WASTEWATER</b>		
Monthly Long Distance	PHONE & INTERNET	1.89
		<b>Fund 631 - WASTEWATER Total: 1.89</b>
<b>Fund: 641 - WATER</b>		
Monthly Long Distance	PHONE & INTERNET	1.89
		<b>Fund 641 - WATER Total: 1.89</b>
<b>Fund: 661 - STORMWATER</b>		
Monthly Long Distance	PHONE & INTERNET	0.47
		<b>Fund 661 - STORMWATER Total: 0.47</b>
<b>Fund: 721 - GIS SERVICES</b>		
Monthly Long Distance	PHONE & INTERNET	0.47
		<b>Fund 721 - GIS SERVICES Total: 0.47</b>
		<b>Vendor 00404 - DAS STATE ACCOUNTING-CENTRAL FINANCE Total: 55.49</b>
<b>Vendor: 03950 - ENERGY LABORATORIES, INC DEPT 6250</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	246.00
		<b>Fund 641 - WATER Total: 246.00</b>
		<b>Vendor 03950 - ENERGY LABORATORIES, INC DEPT 6250 Total: 246.00</b>
<b>Vendor: 00548 - FEDERAL EXPRESS CORPORATION</b>		
<b>Fund: 641 - WATER</b>		
POSTAGE	POSTAGE	95.54
		<b>Fund 641 - WATER Total: 95.54</b>
		<b>Vendor 00548 - FEDERAL EXPRESS CORPORATION Total: 95.54</b>
<b>Vendor: 10347 - FIRST NATIONAL BANK OF OMAHA</b>		
<b>Fund: 111 - GENERAL</b>		
INVESTIGATIONS-POL	INVESTIGATIVE EXPENSES	50.10
		<b>Fund 111 - GENERAL Total: 50.10</b>
		<b>Vendor 10347 - FIRST NATIONAL BANK OF OMAHA Total: 50.10</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 10330 - GERING MULTIPURPOSE SENIOR CENTER</b>		
Fund: 111 - GENERAL		
CONTRACTUAL	CONTRACTUAL SERVICES	1,000.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>1,000.00</b>
<b>Vendor 10330 - GERING MULTIPURPOSE SENIOR CENTER Total:</b>		<b>1,000.00</b>
<b>Vendor: 10718 - GOVERNMENTJOBS.COM INC</b>		
Fund: 111 - GENERAL		
CONTRACTUAL-POL	CONTRACTUAL SERVICES	6,772.25
		<b>Fund 111 - GENERAL Total:</b>
		<b>6,772.25</b>
<b>Vendor 10718 - GOVERNMENTJOBS.COM INC Total:</b>		<b>6,772.25</b>
<b>Vendor: 10439 - HD SUPPLY INC</b>		
Fund: 641 - WATER		
DEPT SUP	DEPARTMENT SUPPLIES	393.78
DEPT SUP	DEPARTMENT SUPPLIES	69.28
		<b>Fund 641 - WATER Total:</b>
		<b>463.06</b>
<b>Vendor 10439 - HD SUPPLY INC Total:</b>		<b>463.06</b>
<b>Vendor: 00299 - HULLINGER GLASS &amp; LOCKS INC.</b>		
Fund: 111 - GENERAL		
BLDG MAINT-POL	BUILDING MAINTENANCE	6.50
		<b>Fund 111 - GENERAL Total:</b>
		<b>6.50</b>
<b>Vendor 00299 - HULLINGER GLASS &amp; LOCKS INC. Total:</b>		<b>6.50</b>
<b>Vendor: 08154 - INTERNAL REVENUE SERVICE</b>		
Fund: 713 - CASH & INVESTMENT POOL		
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	5,376.41
WITHHOLDINGS	MEDICARE W/H EE PAYABLE	5,376.41
WITHHOLDINGS	FICA W/H EE PAYABLE	20,091.55
WITHHOLDINGS	FICA W/H EE PAYABLE	20,091.55
WITHHOLDINGS	FED W/H EE PAYABLE	32,132.42
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>
		<b>83,068.34</b>
<b>Vendor 08154 - INTERNAL REVENUE SERVICE Total:</b>		<b>83,068.34</b>
<b>Vendor: 10570 - IPL NORTH AMERICA</b>		
Fund: 621 - ENVIRONMENTAL SERVICES		
Department Supplies-SAN	DEPARTMENT SUPPLIES	5,525.00
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>5,525.00</b>
<b>Vendor 10570 - IPL NORTH AMERICA Total:</b>		<b>5,525.00</b>
<b>Vendor: 10707 - JARED KEMBEL</b>		
Fund: 511 - CAPITAL PROJECTS FUND		
EQUIPMENT PARK OVERHEAD...	EQUIPMENT	10,793.60
		<b>Fund 511 - CAPITAL PROJECTS FUND Total:</b>
		<b>10,793.60</b>
<b>Vendor 10707 - JARED KEMBEL Total:</b>		<b>10,793.60</b>
<b>Vendor: 06131 - JOHN DEERE FINANCIAL</b>		
Fund: 212 - STREETS		
SUPP-METAL FILES, STNLSS ST...	DEPARTMENT SUPPLIES	64.74
CLOTHING FOR B. BEWLEY	UNIFORMS & CLOTHING	99.98
CLOTHING FOR J. PIERCE	UNIFORMS & CLOTHING	49.99
CLOTHING FOR J. PIERCE	UNIFORMS & CLOTHING	99.98
		<b>Fund 212 - STREETS Total:</b>
		<b>314.69</b>
Fund: 215 - SPECIAL PROJECTS		
K9 SUPPLIES-POL	DEPARTMENT SUPPLIES	55.98
		<b>Fund 215 - SPECIAL PROJECTS Total:</b>
		<b>55.98</b>
<b>Vendor 06131 - JOHN DEERE FINANCIAL Total:</b>		<b>370.67</b>
<b>Vendor: 08067 - JOHN DEERE FINANCIAL</b>		
Fund: 111 - GENERAL		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	71.15
DEPT SUPP PARK	DEPARTMENT SUPPLIES	67.44

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Description (Payable)	Account Name	Amount
DEPT SUPP PARK	DEPARTMENT SUPPLIES	-71.15
		<b>Fund 111 - GENERAL Total:</b>
		<b>67.44</b>
<b>Fund: 212 - STREETS</b>		
SUPP - PIN	DEPARTMENT SUPPLIES	4.49
		<b>Fund 212 - STREETS Total:</b>
		<b>4.49</b>
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	-3.30
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>-3.30</b>
		<b>Vendor 08067 - JOHN DEERE FINANCIAL Total:</b>
		<b>68.63</b>
<b>Vendor: 09474 - JOHN DEERE FINANCIAL</b>		
<b>Fund: 111 - GENERAL</b>		
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	674.56
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	331.39
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	585.03
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,456.38
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	1,163.79
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	125.55
VEH MAINT PARK	VEHICLE MAINTENANCE	154.40
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	827.92
EQUIP MAINT PARK	EQUIPMENT MAINTENANCE	2,665.99
		<b>Fund 111 - GENERAL Total:</b>
		<b>7,985.01</b>
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	38.84
		<b>Fund 213 - CEMETERY Total:</b>
		<b>38.84</b>
		<b>Vendor 09474 - JOHN DEERE FINANCIAL Total:</b>
		<b>8,023.85</b>
<b>Vendor: 00407 - JWC ENVIRONMENTAL INC</b>		
<b>Fund: 631 - WASTEWATER</b>		
EQUIPMENT	EQUIPMENT	45,450.28
		<b>Fund 631 - WASTEWATER Total:</b>
		<b>45,450.28</b>
		<b>Vendor 00407 - JWC ENVIRONMENTAL INC Total:</b>
		<b>45,450.28</b>
<b>Vendor: 09746 - LEAL NOHEMI</b>		
<b>Fund: 111 - GENERAL</b>		
CONSULTING-POL	CONSULTING SERVICES	35.00
CONSULTING-POL	CONSULTING SERVICES	35.00
CONSULTING-POL	CONSULTING SERVICES	35.00
		<b>Fund 111 - GENERAL Total:</b>
		<b>105.00</b>
		<b>Vendor 09746 - LEAL NOHEMI Total:</b>
		<b>105.00</b>
<b>Vendor: 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC</b>		
<b>Fund: 111 - GENERAL</b>		
PROF SERV - SEPT 2025	CONTRACTUAL SERVICES	3,361.00
PROF SERV - DEC 2025	CONTRACTUAL SERVICES	2,070.50
		<b>Fund 111 - GENERAL Total:</b>
		<b>5,431.50</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
PROF SERV - DEC 2025	CONTRACTUAL SERVICES	669.00
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>669.00</b>
<b>Fund: 661 - STORMWATER</b>		
28/AVE K IMPROVEMENTS	STRUCTURES	10,486.25
		<b>Fund 661 - STORMWATER Total:</b>
		<b>10,486.25</b>
		<b>Vendor 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC Total:</b>
		<b>16,586.75</b>
<b>Vendor: 05099 - MARKETING CONSULTANTS</b>		
<b>Fund: 111 - GENERAL</b>		
UNIFORMS PARK	UNIFORMS & CLOTHING	639.00
FOOD TRUCK INSPECTION DE...	DEPARTMENT SUPPLIES	26.00

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Description (Payable)	Account Name	Amount
CLOTHING HR	DEPARTMENT SUPPLIES	156.00
		<b>Fund 111 - GENERAL Total: 821.00</b>
		<b>Vendor 05099 - MARKETING CONSULTANTS Total: 821.00</b>
<b>Vendor: 08317 - MATHESON TRI-GAS INC</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	46.00
DEPT SUPP PARK	DEPARTMENT SUPPLIES	124.92
DEPT SUPP PARK	DEPARTMENT SUPPLIES	105.60
		<b>Fund 111 - GENERAL Total: 276.52</b>
<b>Fund: 641 - WATER</b>		
RENT - MACHINES	RENT-MACHINES	52.83
		<b>Fund 641 - WATER Total: 52.83</b>
		<b>Vendor 08317 - MATHESON TRI-GAS INC Total: 329.35</b>
<b>Vendor: 07628 - MENARDS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
STEEL FOR OXYGEN CYLINDER...	DEPARTMENT SUPPLIES	83.78
DEPT SUPP PARK	DEPARTMENT SUPPLIES	25.98
DEPT SUPP PARK	DEPARTMENT SUPPLIES	24.76
DEPT SUPP PARK	DEPARTMENT SUPPLIES	3.39
DEPT SUPP PARK	DEPARTMENT SUPPLIES	15.28
DEPT SUPP PARK	DEPARTMENT SUPPLIES	138.21
DEPT SUPPPARK	DEPARTMENT SUPPLIES	8.91
DEPT SUPP PARK	DEPARTMENT SUPPLIES	50.67
DEPT SUPP PARK	DEPARTMENT SUPPLIES	17.62
DEPT SUPP PARK	DEPARTMENT SUPPLIES	86.07
DEPT SUPP PARK	DEPARTMENT SUPPLIES	10.59
DEPT SUPP PARK	DEPARTMENT SUPPLIES	39.84
VEH MAINT PARK	VEHICLE MAINTENANCE	12.74
		<b>Fund 111 - GENERAL Total: 517.84</b>
<b>Fund: 212 - STREETS</b>		
SUPP - CONCRETE MIX	DEPARTMENT SUPPLIES	13.82
SUPP - TANK SPRAYER	DEPARTMENT SUPPLIES	14.42
SUPP - PUSH BROOM, CONCR...	DEPARTMENT SUPPLIES	18.84
SUPP - WASHERS, SCREWS	DEPARTMENT SUPPLIES	12.38
SUPP - U POSTS	DEPARTMENT SUPPLIES	7.58
		<b>Fund 212 - STREETS Total: 67.04</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
DEPT SUP	DEPARTMENT SUPPLIES	194.98
DEPT SUP	DEPARTMENT SUPPLIES	10.60
DEPT SUP	DEPARTMENT SUPPLIES	15.12
DEPT SUP	DEPARTMENT SUPPLIES	10.42
DEPT SUP	DEPARTMENT SUPPLIES	24.65
DEPT SUP	DEPARTMENT SUPPLIES	20.68
DEPT SUP	DEPARTMENT SUPPLIES	13.45
DEPT SUP	DEPARTMENT SUPPLIES	-13.59
DEPT SUP	DEPARTMENT SUPPLIES	73.71
DEPT SUP	DEPARTMENT SUPPLIES	16.55
DEPT SUP	DEPARTMENT SUPPLIES	22.21
Department Supplies-SAN	DEPARTMENT SUPPLIES	4.24
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total: 393.02</b>
<b>Fund: 631 - WASTEWATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	194.98
DEPT SUP	DEPARTMENT SUPPLIES	21.98
DEPT SUP	DEPARTMENT SUPPLIES	10.61
DEPT SUP	DEPARTMENT SUPPLIES	15.13
DEPT SUP	DEPARTMENT SUPPLIES	10.42
DEPT SUP	DEPARTMENT SUPPLIES	24.66
DEPT SUP	DEPARTMENT SUPPLIES	20.68

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Description (Payable)	Account Name	Amount
DEPT SUP	DEPARTMENT SUPPLIES	13.46
DEPT SUP	DEPARTMENT SUPPLIES	-13.59
DEPT SUP	DEPARTMENT SUPPLIES	65.48
DEPT SUP	DEPARTMENT SUPPLIES	73.72
DEPT SUP	DEPARTMENT SUPPLIES	16.55
DEPT SUP	DEPARTMENT SUPPLIES	22.20
<b>Fund 631 - WASTEWATER Total:</b>		<b>476.28</b>
<b>Fund: 641 - WATER</b>		
DEPT SUP WTR	DEPARTMENT SUPPLIES	37.32
DEPT SUP WTR	DEPARTMENT SUPPLIES	117.00
DEPT SUP WTR	DEPARTMENT SUPPLIES	51.81
DEPT SUP WTR	DEPARTMENT SUPPLIES	20.91
DEPT SUP WTR	DEPARTMENT SUPPLIES	52.14
DEPT SUP	DEPARTMENT SUPPLIES	11.22
<b>Fund 641 - WATER Total:</b>		<b>290.40</b>
<b>Vendor 07628 - MENARDS, INC Total:</b>		<b>1,744.58</b>
<b>Vendor: 02569 - MUNIMETRIX SYSTEMS CORP</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL CC	CONTRACTUAL SERVICES	39.99
<b>Fund 111 - GENERAL Total:</b>		<b>39.99</b>
<b>Vendor 02569 - MUNIMETRIX SYSTEMS CORP Total:</b>		<b>39.99</b>
<b>Vendor: 10719 - NATIONAL SIGN COMPANY LLC</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP PARK LIDS FOR TR...	DEPARTMENT SUPPLIES	1,174.09
<b>Fund 111 - GENERAL Total:</b>		<b>1,174.09</b>
<b>Vendor 10719 - NATIONAL SIGN COMPANY LLC Total:</b>		<b>1,174.09</b>
<b>Vendor: 10636 - NEBRASKA DEPT OF WATER, ENERGY AND ENVIRONMENT</b>		
<b>Fund: 641 - WATER</b>		
LICENSE & PERMITS	LICENSE/PERMITS	86.25
<b>Fund 641 - WATER Total:</b>		<b>86.25</b>
<b>Vendor 10636 - NEBRASKA DEPT OF WATER, ENERGY AND ENVIRONMENT Total:</b>		<b>86.25</b>
<b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>		
<b>Fund: 631 - WASTEWATER</b>		
ELECTRICITY	ELECTRIC POWER	12,991.13
ELECTRICITY	ELECTRIC POWER	188.86
<b>Fund 631 - WASTEWATER Total:</b>		<b>13,179.99</b>
<b>Fund: 641 - WATER</b>		
ELECTRICITY	ELECTRIC POWER	3,005.00
ELECTRICITY	ELECTRIC POWER	4,807.57
<b>Fund 641 - WATER Total:</b>		<b>7,812.57</b>
<b>Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:</b>		<b>20,992.56</b>
<b>Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	120.00
SAMPLES	SAMPLES	120.00
SAMPLES	SAMPLES	120.00
<b>Fund 641 - WATER Total:</b>		<b>360.00</b>
<b>Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:</b>		<b>360.00</b>
<b>Vendor: 00017 - PANHANDLE HUMANE SOCIETY</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL HUMANE SOCI...	CONTRACTUAL SERVICES	6,300.56
<b>Fund 111 - GENERAL Total:</b>		<b>6,300.56</b>
<b>Vendor 00017 - PANHANDLE HUMANE SOCIETY Total:</b>		<b>6,300.56</b>

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Description (Payable)	Account Name	Amount
<b>Vendor: 01276 - PLATTE VALLEY BANK</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
HEALTH SAVINGS ACCOUNT	HSA EE PAYABLE	11,193.12
HEALTH SAVINGS ACCOUNT	HSA ER PAYABLE	6,885.00
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total: 18,078.12</b>
		<b>Vendor 01276 - PLATTE VALLEY BANK Total: 18,078.12</b>
 <b>Vendor: 01920 - PRAISE WINDOWS INC</b>		
<b>Fund: 111 - GENERAL</b>		
Bldg. Main.	BUILDING MAINTENANCE	355.00
		<b>Fund 111 - GENERAL Total: 355.00</b>
		<b>Vendor 01920 - PRAISE WINDOWS INC Total: 355.00</b>
 <b>Vendor: 00266 - QUILL CORPORATION</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT/INVEST/EQUIP-POL	DEPARTMENT SUPPLIES	37.22
DEPT/INVEST/EQUIP-POL	INVESTIGATIVE EXPENSES	28.68
DEPT/INVEST/EQUIP-POL	EQUIPMENT MAINTENANCE	15.57
DEPT SUPP ADMIN/HR	DEPARTMENT SUPPLIES	31.49
DEPT SUPP ADMIN/HR	DEPARTMENT SUPPLIES	350.08
		<b>Fund 111 - GENERAL Total: 463.04</b>
		<b>Vendor 00266 - QUILL CORPORATION Total: 463.04</b>
 <b>Vendor: 10645 - RAPID FIRE PROTECTION IN</b>		
<b>Fund: 111 - GENERAL</b>		
BLDG MAINT-POL	BUILDING MAINTENANCE	635.00
BLDG MAINT-POL	BUILDING MAINTENANCE	635.00
		<b>Fund 111 - GENERAL Total: 1,270.00</b>
		<b>Vendor 10645 - RAPID FIRE PROTECTION IN Total: 1,270.00</b>
 <b>Vendor: 04089 - REGIONAL CARE INC</b>		
<b>Fund: 812 - HEALTH INSURANCE</b>		
CLAIMS	CLAIMS EXPENSE	17,388.85
FLEX FUNDING	FLEXIBLE BENFT EXPENSES	555.56
		<b>Fund 812 - HEALTH INSURANCE Total: 17,944.41</b>
		<b>Vendor 04089 - REGIONAL CARE INC Total: 17,944.41</b>
 <b>Vendor: 09216 - RYAN FRIES</b>		
<b>Fund: 111 - GENERAL</b>		
DISTRIBUTOR CAP - PARADE T...	DEPARTMENT SUPPLIES	75.00
		<b>Fund 111 - GENERAL Total: 75.00</b>
		<b>Vendor 09216 - RYAN FRIES Total: 75.00</b>
 <b>Vendor: 09489 - RYAN R KUMM</b>		
<b>Fund: 511 - CAPITAL PROJECTS FUND</b>		
EQUIPMENT PARK UTILITY TRA..	EQUIPMENT	3,900.00
		<b>Fund 511 - CAPITAL PROJECTS FUND Total: 3,900.00</b>
		<b>Vendor 09489 - RYAN R KUMM Total: 3,900.00</b>
 <b>Vendor: 00026 - S M E C</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
EMPLOYEE DEDUCTION	SMEC EE PAYABLE	75.00
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total: 75.00</b>
		<b>Vendor 00026 - S M E C Total: 75.00</b>
 <b>Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING &amp; EMBROIDERY, LLC</b>		
<b>Fund: 111 - GENERAL</b>		
UNIFORMS PARK DEPT	UNIFORMS & CLOTHING	408.00
UNIFORMS-POL	UNIFORMS & CLOTHING	98.00
		<b>Fund 111 - GENERAL Total: 506.00</b>
<b>Fund: 631 - WASTEWATER</b>		
UNIFORMS & CLOTHING	UNIFORMS & CLOTHING	1,191.00

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Description (Payable)	Account Name	Amount
UNIFORMS & CLOTHING	DEPARTMENT SUPPLIES	76.00
		Fund 631 - WASTEWATER Total: 1,267.00
		Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total: 1,773.00
<b>Vendor: 00786 - SHERWIN WILLIAMS</b>		
<b>Fund: 111 - GENERAL</b>		
DEPT SUPP PARK	DEPARTMENT SUPPLIES	30.99
DEPT SUPP PARK	DEPARTMENT SUPPLIES	11.19
DEPT SUPP PARK	DEPARTMENT SUPPLIES	6.22
GROUND MAINT PARK	GROUNDS MAINTENANCE	49.69
GROUND MAINT PARK	GROUNDS MAINTENANCE	49.69
		Fund 111 - GENERAL Total: 147.78
		Vendor 00786 - SHERWIN WILLIAMS Total: 147.78
<b>Vendor: 00513 - SNELL SERVICES INC.</b>		
<b>Fund: 111 - GENERAL</b>		
Bldg. Main.	BUILDING MAINTENANCE	415.03
Bldg. Main.	BUILDING MAINTENANCE	802.50
		Fund 111 - GENERAL Total: 1,217.53
		Vendor 00513 - SNELL SERVICES INC. Total: 1,217.53
<b>Vendor: 00054 - STATE HEALTH LAB</b>		
<b>Fund: 641 - WATER</b>		
SAMPLES	SAMPLES	222.00
		Fund 641 - WATER Total: 222.00
		Vendor 00054 - STATE HEALTH LAB Total: 222.00
<b>Vendor: 01235 - STATE OF NE.</b>		
<b>Fund: 111 - GENERAL</b>		
CONTRACTUAL-POL	CONTRACTUAL SERVICES	840.00
		Fund 111 - GENERAL Total: 840.00
		Vendor 01235 - STATE OF NE. Total: 840.00
<b>Vendor: 00677 - TERRY D SCOTT</b>		
<b>Fund: 111 - GENERAL</b>		
VEH MAINT PARK 2012 RAM 1...	VEHICLE MAINTENANCE	981.71
		Fund 111 - GENERAL Total: 981.71
		Vendor 00677 - TERRY D SCOTT Total: 981.71
<b>Vendor: 01325 - THE PEAVEY CORP</b>		
<b>Fund: 111 - GENERAL</b>		
INVESTIGATIONS-POL	INVESTIGATIVE EXPENSES	765.87
		Fund 111 - GENERAL Total: 765.87
		Vendor 01325 - THE PEAVEY CORP Total: 765.87
<b>Vendor: 01578 - THOMPSON GLASS, INC</b>		
<b>Fund: 111 - GENERAL</b>		
BLDG MAINT ADMIN	BUILDING MAINTENANCE	200.00
		Fund 111 - GENERAL Total: 200.00
		Vendor 01578 - THOMPSON GLASS, INC Total: 200.00
<b>Vendor: 08821 - TYLER TECHNOLOGIES, INC</b>		
<b>Fund: 111 - GENERAL</b>		
ANNUAL FEES (3/1/26-2/28/2...	CONTRACTUAL SERVICES	2,636.33
		Fund 111 - GENERAL Total: 2,636.33
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
ANNUAL FEES (3/1/26-2/28/2...	CONTRACTUAL SERVICES	3,295.42
		Fund 621 - ENVIRONMENTAL SERVICES Total: 3,295.42
<b>Fund: 631 - WASTEWATER</b>		
ANNUAL FEES (3/1/26-2/28/2...	CONTRACTUAL SERVICES	3,295.42
		Fund 631 - WASTEWATER Total: 3,295.42

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Description (Payable)	Account Name	Amount
<b>Fund: 641 - WATER</b>		
ANNUAL FEES (3/1/26-2/28/2...	CONTRACTUAL SERVICES	3,295.42
		<b>Fund 641 - WATER Total:</b>
		<b>3,295.42</b>
<b>Fund: 661 - STORMWATER</b>		
ANNUAL FEES (3/1/26-2/28/2...	CONTRACTUAL SERVICES	659.08
		<b>Fund 661 - STORMWATER Total:</b>
		<b>659.08</b>
<b>Vendor: 10383 - U AND U TRUCKING LLC</b>		
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Contractual Services-SAN	CONTRACTUAL SERVICES	1,102.00
		<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>
		<b>1,102.00</b>
<b>Vendor 10383 - U AND U TRUCKING LLC Total:</b>		
		<b>1,102.00</b>
<b>Vendor: 09865 - UNION BANK &amp; TRUST</b>		
<b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>		
RETIREMENT	REGULAR RETIRE EE PAY	10,279.72
RETIREMENT	REGULAR RETIRE EE PAY	11,024.32
RETIREMENT	DEFERRED COMP EE PAY	483.61
RETIREMENT	DEFERRED COMP EE PAY	1,734.76
RETIREMENT	DEFERRED COMP EE PAY	950.00
RETIREMENT	RETIRE FIRE EE PAYABLE	5,359.97
RETIREMENT	RETIRE FIRE EE PAYABLE	6,689.90
RETIREMENT	RETIRE POLICE EE PAY	9,850.69
RETIREMENT	RETIRE POLICE EE PAY	10,516.46
		<b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>
		<b>56,889.43</b>
<b>Vendor 09865 - UNION BANK &amp; TRUST Total:</b>		
		<b>56,889.43</b>
<b>Vendor: 08828 - US BANK</b>		
<b>Fund: 111 - GENERAL</b>		
Dep. Sup.	DEPARTMENT SUPPLIES	81.06
SCHOOL & CONF K SPENCER	SCHOOL & CONFERENCE	476.00
POSTAGE-POL	POSTAGE	23.45
MEDICAL SUPPLIES - CANNUL...	DEPARTMENT SUPPLIES	175.13
RETURN TO REMOVE TAX	DEPARTMENT SUPPLIES	-5.54
LAMINATION OF CARDS - REC...	DEPARTMENT SUPPLIES	5.18
Dep. Sup.	DEPARTMENT SUPPLIES	79.98
UNIFORMS-POL	UNIFORMS & CLOTHING	57.96
MEMBERSHIP S DESERSA	MEMBERSHIPS	150.00
SCHOOL & CONF L KIZZIRE	SCHOOL & CONFERENCE	443.00
Coll.	COLLECTIONS	18.42
DEPT SUPP PARK	DEPARTMENT SUPPLIES	228.94
SCHOOL & CONF K SPENCER	SCHOOL & CONFERENCE	1,200.00
NSP - BACKGROUND CHECK N...	DEPARTMENT SUPPLIES	169.11
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	190.80
EQUIP MAINT-POL	EQUIPMENT MAINTENANCE	37.98
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	32.40
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	103.19
Dep. Sup.	DEPARTMENT SUPPLIES	18.40
NEWSPAPER SUBSCRIPTION-J...	SUBSCRIPTIONS	36.83
ICC CONFERENCE - PERALES	SCHOOL & CONFERENCE	465.30
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	123.50
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	801.00
Coll.	COLLECTIONS	30.92
Coll.	COLLECTIONS	134.74
Coll.	COLLECTIONS	31.71
Dep. Sup.	DEPARTMENT SUPPLIES	24.79
Dep. Sup.	DEPARTMENT SUPPLIES	88.32
STATION SUPPLIES - DETERGE...	DEPARTMENT SUPPLIES	42.37
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	793.88
SCHOOL & CONF C KITE	SCHOOL & CONFERENCE	55.00

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Description (Payable)	Account Name	Amount
CERTIFICATION RECIPROCITY -...	DEPARTMENT SUPPLIES	15.37
HYDRAULIC HOSE AND FITTIN...	DEPARTMENT SUPPLIES	159.94
UNIFORMS-POL	UNIFORMS & CLOTHING	100.76
EQUIPMENT REPAIR - CABLE ...	DEPARTMENT SUPPLIES	182.71
DEPT. BOOK-DS	BOOKS	69.99
DEPT. SUPPLIES-STAMPS-DS/...	DEPARTMENT SUPPLIES	37.20
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	119.99
DEPT. SUPPLIES-DS/GIS	DEPARTMENT SUPPLIES	18.99
MEMBERSHIP M CARPENTER	MEMBERSHIPS	70.00
Dep. Sup.	DEPARTMENT SUPPLIES	79.98
Prgmg.	PROGRAMMING	55.86
Coll.	COLLECTIONS	6.90
STATION SUPPLIES - CAR WAS...	DEPARTMENT SUPPLIES	15.94
DEPT SUPP HR	DEPARTMENT SUPPLIES	62.50
EQUIP MAINT-POL	EQUIPMENT MAINTENANCE	357.22
Prgmg.	PROGRAMMING	61.94
Coll.	COLLECTIONS	11.99
OFFICE EQUIP PARK	STRUCTURES	339.98
Prgmg.	PROGRAMMING	108.78
Prgmg.	PROGRAMMING	29.97
Prgmg.	PROGRAMMING	51.48
STATION SUPPLIES - OIL LUBRI...	DEPARTMENT SUPPLIES	24.88
Dep. Sup.	DEPARTMENT SUPPLIES	88.91
PUBLICATIONS-POL	PUBLICATIONS	308.30
Coll.	COLLECTIONS	-10.96
DEPT SUPPL-POL	DEPARTMENT SUPPLIES	430.00
Prgmg.	PROGRAMMING	11.10
Sch. & Conf.	SCHOOL & CONFERENCE	285.00
UNIFORMS-POL	UNIFORMS & CLOTHING	204.35
SCHOOLS & CONF-POL	SCHOOL & CONFERENCE	95.00
<b>Fund 111 - GENERAL Total:</b>		<b>9,507.89</b>
<b>Fund: 212 - STREETS</b>		
ATTEND TRAFFIC SIGNAL SCH...	SCHOOL & CONFERENCE	534.24
ATTEND TRAFFIC SIGNAL TRAI...	SCHOOL & CONFERENCE	500.64
UNLEADED GASOLINE	GASOLINE	26.66
UNLEADED GASOLINE	GASOLINE	43.78
UNLEADED GASOLINE	GASOLINE	32.55
UNLEADED GASOLINE	GASOLINE	31.18
TWO MEN ATTEND PESTICIDE...	SCHOOL & CONFERENCE	190.00
SUPP - INK CARTRIDGES	DEPARTMENT SUPPLIES	115.96
<b>Fund 212 - STREETS Total:</b>		<b>1,475.01</b>
<b>Fund: 213 - CEMETERY</b>		
DEPT SUPP CEM	DEPARTMENT SUPPLIES	58.97
DEPT SUPP CEM	DEPARTMENT SUPPLIES	52.99
<b>Fund 213 - CEMETERY Total:</b>		<b>111.96</b>
<b>Fund: 621 - ENVIRONMENTAL SERVICES</b>		
Department Supplies-SAN	DEPARTMENT SUPPLIES	238.57
<b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>		<b>238.57</b>
<b>Fund: 631 - WASTEWATER</b>		
SCHOOLS & CONF	SCHOOL & CONFERENCE	95.00
<b>Fund 631 - WASTEWATER Total:</b>		<b>95.00</b>
<b>Fund: 641 - WATER</b>		
DEPT SUP	DEPARTMENT SUPPLIES	18.18
ELECTRIC POWER	ELECTRIC POWER	1,790.19
DEPT SUP	DEPARTMENT SUPPLIES	274.29
DEPT SUP	DEPARTMENT SUPPLIES	55.86
DEPT SUP	DEPARTMENT SUPPLIES	109.98
<b>Fund 641 - WATER Total:</b>		<b>2,248.50</b>

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Description (Payable)	Account Name	Amount
<b>Fund: 661 - STORMWATER</b>		
DEPT. SUPPLIES-STAMPS-DS/...	DEPARTMENT SUPPLIES	9.30
		<b>Fund 661 - STORMWATER Total:</b>
		<b>9.30</b>
<b>Fund: 721 - GIS SERVICES</b>		
DEPT. SUPPLIES-DS/GIS	DEPARTMENT SUPPLIES	87.30
DEPT. SUPPLIES- INK GIS	DEPARTMENT SUPPLIES	587.67
DEPT. SUPPLIES- INK GIS	DEPARTMENT SUPPLIES	597.47
		<b>Fund 721 - GIS SERVICES Total:</b>
		<b>1,272.44</b>
		<b>Vendor 08828 - US BANK Total:</b>
		<b>14,958.67</b>
<b>Vendor: 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT</b>		
<b>Fund: 111 - GENERAL</b>		
GROUND MAINT PARK	GROUNDS MAINTENANCE	31.96
GROUND MAINT PARK	GROUNDS MAINTENANCE	20.00
DEPT SUPP PARK	DEPARTMENT SUPPLIES	87.56
DEPT SUPP PARK	DEPARTMENT SUPPLIES	9.62
DEPT SUPP PARK	DEPARTMENT SUPPLIES	21.54
		<b>Fund 111 - GENERAL Total:</b>
		<b>170.68</b>
		<b>Vendor 03379 - ZM LUMBER CO CAPITAL ONE TRADE CREDIT Total:</b>
		<b>170.68</b>
		<b>Grand Total:</b>
		<b>411,071.50</b>

## Report Summary

## Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	64,832.08	0.00
212 - STREETS	12,185.11	0.00
213 - CEMETERY	191.68	0.00
215 - SPECIAL PROJECTS	55.98	0.00
224 - ECONOMIC DEVELOPMENT	8,500.47	0.00
511 - CAPITAL PROJECTS FUND	17,843.10	0.00
621 - ENVIRONMENTAL SERVICES	20,380.94	0.00
631 - WASTEWATER	72,525.06	0.00
641 - WATER	25,353.03	0.00
661 - STORMWATER	11,155.10	0.00
713 - CASH & INVESTMENT POOL	158,831.63	158,831.63
721 - GIS SERVICES	1,272.91	0.00
812 - HEALTH INSURANCE	17,944.41	17,944.41
<b>Grand Total:</b>	<b>411,071.50</b>	<b>176,776.04</b>

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-52111-111	DEPARTMENT SUPPLIES	187.49	0.00
111-52111-112	DEPARTMENT SUPPLIES	412.58	0.00
111-52111-115	DEPARTMENT SUPPLIES	300.75	0.00
111-52111-121	DEPARTMENT SUPPLIES	56.19	0.00
111-52111-141	DEPARTMENT SUPPLIES	969.87	0.00
111-52111-142	DEPARTMENT SUPPLIES	587.21	0.00
111-52111-151	DEPARTMENT SUPPLIES	461.44	0.00
111-52111-171	DEPARTMENT SUPPLIES	2,335.43	0.00
111-52163-142	INVESTIGATIVE EXPENSES	844.65	0.00
111-52181-142	UNIFORMS & CLOTHING	461.07	0.00
111-52181-171	UNIFORMS & CLOTHING	1,047.00	0.00
111-52211-142	PUBLICATIONS	308.30	0.00
111-52222-121	BOOKS	69.99	0.00
111-52222-151	COLLECTIONS	223.72	0.00
111-52223-151	PROGRAMMING	319.13	0.00
111-52225-112	SUBSCRIPTIONS	36.83	0.00
111-52311-113	MEMBERSHIPS	150.00	0.00
111-52311-171	MEMBERSHIPS	70.00	0.00
111-52411-142	POSTAGE	23.45	0.00
111-52999-142	MISCELLANEOUS	120.00	0.00
111-53111-115	CONTRACTUAL SERVICES	39.99	0.00
111-53111-116	CONTRACTUAL SERVICES	2,636.33	0.00
111-53111-121	CONTRACTUAL SERVICES	5,431.50	0.00
111-53111-142	CONTRACTUAL SERVICES	13,912.81	0.00
111-53111-151	CONTRACTUAL SERVICES	98.24	0.00
111-53111-172	CONTRACTUAL SERVICES	1,000.00	0.00
111-53121-142	CONSULTING SERVICES	105.00	0.00
111-53311-111	AUDIT	7,500.00	0.00
111-53421-111	BUILDING MAINTENANCE	200.00	0.00
111-53421-141	BUILDING MAINTENANCE	635.00	0.00
111-53421-142	BUILDING MAINTENANCE	641.50	0.00
111-53421-151	BUILDING MAINTENANCE	1,572.53	0.00
111-53441-111	EQUIPMENT MAINTENA...	768.86	0.00
111-53441-141	EQUIPMENT MAINTENA...	1,080.00	0.00
111-53441-142	EQUIPMENT MAINTENA...	410.77	0.00
111-53441-171	EQUIPMENT MAINTENA...	7,245.58	0.00
111-53451-171	VEHICLE MAINTENANCE	1,148.85	0.00
111-53471-171	GROUNDS MAINTENAN...	1,355.09	0.00
111-53521-111	HEATING FUEL	585.39	0.00
111-53521-141	HEATING FUEL	338.86	0.00

## Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53521-142	HEATING FUEL	459.84	0.00
111-53521-151	HEATING FUEL	585.39	0.00
111-53521-171	HEATING FUEL	1,004.29	0.00
111-53521-172	HEATING FUEL	197.44	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	1,428.58	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
111-53571-171	CELLULAR PHONE	39.94	0.00
111-53711-111	SCHOOL & CONFERENCE	443.00	0.00
111-53711-112	SCHOOL & CONFERENCE	55.00	0.00
111-53711-114	SCHOOL & CONFERENCE	1,676.00	0.00
111-53711-141	SCHOOL & CONFERENCE	465.30	0.00
111-53711-142	SCHOOL & CONFERENCE	2,139.77	0.00
111-53711-151	SCHOOL & CONFERENCE	285.00	0.00
111-54311-111	STRUCTURES	339.98	0.00
212-52111-212	DEPARTMENT SUPPLIES	252.23	0.00
212-52181-212	UNIFORMS & CLOTHING	249.95	0.00
212-52511-212	GASOLINE	134.17	0.00
212-53311-212	AUDIT	8,500.00	0.00
212-53521-212	HEATING FUEL	1,817.30	0.00
212-53561-212	PHONE & INTERNET	6.58	0.00
212-53711-212	SCHOOL & CONFERENCE	1,224.88	0.00
213-52111-213	DEPARTMENT SUPPLIES	150.80	0.00
213-53561-213	PHONE & INTERNET	40.88	0.00
215-52111-142	DEPARTMENT SUPPLIES	55.98	0.00
224-53311-111	AUDIT	8,500.00	0.00
224-53561-113	PHONE & INTERNET	0.47	0.00
511-54411-171	EQUIPMENT	17,843.10	0.00
621-52111-621	DEPARTMENT SUPPLIES	6,156.59	0.00
621-53111-621	CONTRACTUAL SERVICES	5,066.42	0.00
621-53311-621	AUDIT	8,500.00	0.00
621-53521-621	HEATING FUEL	656.04	0.00
621-53561-621	PHONE & INTERNET	1.89	0.00
631-52111-631	DEPARTMENT SUPPLIES	548.98	0.00
631-52181-631	UNIFORMS & CLOTHING	1,191.00	0.00
631-53111-631	CONTRACTUAL SERVICES	3,557.92	0.00
631-53311-631	AUDIT	8,500.00	0.00
631-53531-631	ELECTRIC POWER	13,179.99	0.00
631-53561-631	PHONE & INTERNET	1.89	0.00
631-53711-631	SCHOOL & CONFERENCE	95.00	0.00
631-54411-631	EQUIPMENT	45,450.28	0.00
641-52111-641	DEPARTMENT SUPPLIES	1,211.77	0.00
641-52116-641	METERS	1,219.46	0.00
641-52117-641	SAMPLES	828.00	0.00
641-52411-641	POSTAGE	95.54	0.00
641-53111-641	CONTRACTUAL SERVICES	3,557.92	0.00
641-53311-641	AUDIT	8,500.00	0.00
641-53521-641	HEATING FUEL	196.61	0.00
641-53531-641	ELECTRIC POWER	9,602.76	0.00
641-53561-641	PHONE & INTERNET	1.89	0.00
641-53631-641	RENT-MACHINES	52.83	0.00

**Account Summary**

Account Number	Account Name	Expense Amount	Payment Amount
641-59211-641	LICENSE/PERMITS	86.25	0.00
661-52111-661	DEPARTMENT SUPPLIES	9.30	0.00
661-53111-661	CONTRACTUAL SERVICES	659.08	0.00
661-53561-661	PHONE & INTERNET	0.47	0.00
661-54311-661	STRUCTURES	10,486.25	0.00
713-21512	MEDICARE W/H EE PAY...	10,752.82	10,752.82
713-21513	FICA W/H EE PAYABLE	40,183.10	40,183.10
713-21514	FED W/H EE PAYABLE	32,132.42	32,132.42
713-21524	SMEC EE PAYABLE	75.50	75.50
713-21527	WAGE ATTACHMENT EE ...	720.24	720.24
713-21528	REGULAR RETIRE EE PAY	21,304.04	21,304.04
713-21529	DEFERRED COMP EE PAY	3,168.37	3,168.37
713-21531	RETIRE FIRE EE PAYABLE	12,049.87	12,049.87
713-21533	RETIRE POLICE EE PAY	20,367.15	20,367.15
713-21541	HSA EE PAYABLE	11,193.12	11,193.12
713-21741	HSA ER PAYABLE	6,885.00	6,885.00
721-52111-721	DEPARTMENT SUPPLIES	1,272.44	0.00
721-53561-721	PHONE & INTERNET	0.47	0.00
812-53862-112	CLAIMS EXPENSE	17,388.85	17,388.85
812-53863-112	FLEXIBLE BENFT EXPENS...	555.56	555.56
	<b>Grand Total:</b>	<b>411,071.50</b>	<b>176,776.04</b>

**Project Account Summary**

Project Account Key	Expense Amount	Payment Amount
**None**	410,895.05	176,776.04
1420152999142	120.00	0.00
2122152111	55.98	0.00
6002053561	0.47	0.00
	<b>Grand Total:</b>	<b>411,071.50</b>

UTILITY REFUNDS 2-2-26

Account #	Contact	Service Address	Refund Amount
065-0655-01	LINDA R WILSON	3931 2ND AVE SCOTTSBLUFF NE	24.42
1			\$24.42

# **City of Scottsbluff, Nebraska**

**Monday, February 2, 2026**

**Regular Meeting**

## **Item 8.a**

**Council to conduct a public hearing at 6:00 p.m. to consider the Creation of Paving Improvement District #315 to be located in a parcel of land situated in the East Half of the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M.**

**Staff Contact:** Zachary Glaubius

**PAVING DISTRICT**  
**TRIPLE PEAKS SUBDIVISION**

**AN ADDITION TO THE CITY OF SCOTTSBLUFF,**

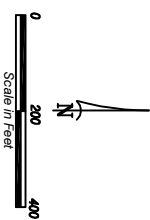
SITUATED IN THE EAST HALF OF THE  
 NORTHEAST QUARTER OF SECTION 24,  
 TOWNSHIP 22 NORTH, RANGE 55 WEST  
 OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA



**LEGAL DESCRIPTION - PAVING DISTRICT**

A PARCEL OF LAND SITUATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, THENCE WESTERLY ON THE NORTH LINE OF SAID SECTION 24, ON AN ASSUMED BEARING OF N88°31'00"W, A DISTANCE OF 547.16 FEET; THENCE SOUTHWEST AT A RIGHT ANGLE TO SAID SECTION LINE BEARING S02°28'50"W, A DISTANCE OF 50.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF EAST 27<sup>TH</sup> STREET, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING SOUTHERLY BEARING S02°07'40"W, A DISTANCE OF 634.58 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 3, BLOCK 1, TRIPLE PEAKS SUBDIVISION, THENCE CONTINUING SOUTHERLY ON THE EAST LINE OF LOT 3, BLOCK 1, TRIPLE PEAKS SUBDIVISION BEARING S02°07'40"W, A DISTANCE OF 533.12 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 1, TRIPLE PEAKS SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH THE CENTERLINE OF WINTERS CREEK CANAL, THENCE CONTINUING ON THE LAST DESCRIBED COURSE OF S02°07'40"W, A DISTANCE OF 137.90 FEET, THENCE BEARING S37°48'39"W, A DISTANCE OF 808.48 FEET, TO THE POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF TRACT 12, BLOCK 1, QUINDT COMMERCIAL TRACTS, THENCE CONTINUING IN A SOUTHWESTERLY DIRECTION ON THE EAST LINE OF TRACT 12, BLOCK 1, QUINDT COMMERCIAL TRACTS, BEARING S77°48'39"W, A DISTANCE OF 300.00 FEET, TO THE SOUTHWEST CORNER OF TRACT 12, BLOCK 1, QUINDT COMMERCIAL TRACTS, THENCE IN A NORTHWESTERLY DIRECTION ON THE SOUTH LINE OF QUINDT COMMERCIAL TRACTS, BEARING N52°13'56"W, A DISTANCE OF 627.04 FEET, TO THE SOUTHWEST CORNER OF TRACT 1, BLOCK 2, QUINDT COMMERCIAL TRACTS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF TRACT 2, BLOCK 2, QUINDT COMMERCIAL TRACTS, THENCE IN A NORTHEASTERLY DIRECTION ON THE EAST LINE OF TRACT 2, BLOCK 2, QUINDT COMMERCIAL TRACTS, BEARING N47°48'32"E, A DISTANCE OF 540.02 FEET, TO A POINT ON THE WEST LINE OF LOT 4, BLOCK 1, TRIPLE PEAKS SUBDIVISION, SAID POINT ALSO BEING ON THE EAST LINE OF TRACT 2, BLOCK 2, QUINDT COMMERCIAL TRACTS, THENCE NORTHERLY ON THE WEST LINE OF LOT 4, BLOCK 1, TRIPLE PEAKS SUBDIVISION AND THE EAST LINE OF TRACT 2, BLOCK 2, QUINDT COMMERCIAL TRACTS, BEARING N01°26'34"E, A DISTANCE OF 318.44 FEET, TO THE NORTHWEST CORNER OF LOT 4, BLOCK 1, TRIPLE PEAKS SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT 2, BLOCK 2, QUINDT COMMERCIAL TRACTS, SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH THE CENTERLINE OF WINTERS CREEK CANAL, THENCE EASTERLY ON THE CENTERLINE OF WINTERS CREEK CANAL, BEARING S85°49'58"E, A DISTANCE OF 51.51 FEET, TO THE SOUTHWEST CORNER OF LOT 2, BLOCK 1, TRIPLE PEAKS SUBDIVISION, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF BLOCK 4, SWES ADDITION, THENCE CONTINUING ON THE WEST LINE OF TRIPLE PEAKS SUBDIVISION AND THE EAST LINE OF SWES ADDITION, BEARING N02°07'58"E, A DISTANCE OF 1075.92 FEET, TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, TRIPLE PEAKS SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF BLOCK 2A, SWES ADDITION, SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF EAST 27<sup>TH</sup> STREET, THENCE EASTERLY ON THE NORTH LINE OF TRIPLE PEAKS SUBDIVISION AND THE SOUTH RIGHT OF WAY LINE OF EAST 27<sup>TH</sup> STREET, BEARING S88°31'44"E, A DISTANCE OF 793.40 FEET TO THE POINT OF BEGINNING.



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

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

**PROJECT: PAVING DISTRICT  
 TRIPLE PEAKS SUBDIVISION  
 SCOTTSBLUFF, NE**

**CLIENT: BRUNER BUNCH LLC**

**PROJECT NUMBER:** RM250157400  
**PROJECT DATE:**  
**PROJECT MGR:**  
**PROJECT TEAM:**

**SEAL**

DATE	REVISION

**SHEET 1 OF 1**  
**P.1**

# **City of Scottsbluff, Nebraska**

**Monday, February 2, 2026**

**Regular Meeting**

## **Item 8.b**

**Council to conduct a public hearing at 6:00 p.m. to consider the Creation of Sanitary Sewer District #168 to be located in a parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M.**

**Staff Contact: Zachary Glaubius**

**SANITARY SEWER DISTRICT  
TRIPLE PEAKS SUBDIVISION**

**AN ADDITION TO THE CITY OF SCOTTSBLUFF,**

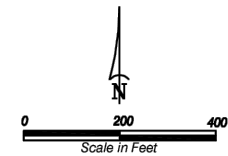
**SITUATED IN THE EAST HALF OF THE  
NORTHEAST QUARTER OF SECTION 24,  
TOWNSHIP 22 NORTH, RANGE 55 WEST  
OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA**



**LEGAL DESCRIPTION - SANITARY SEWER DISTRICT**

**A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., LYING NORTH OF THE CENTERLINE OF WINTERS CREEK CANAL AND EXCEPT THAT PART OF A TRACT OF LAND AS DESCRIBED IN INSTRUMENT 2025-4056, EXHIBIT A, PARCEL 3, IN THE SCOTTS BLUFF COUNTY REGISTER OF DEEDS OFFICE, SCOTTS BLUFF COUNTY, NEBRASKA,**



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

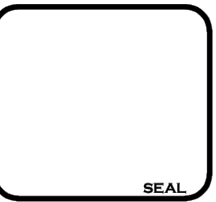


ENGINEERS ♦ PLANNERS ♦ DESIGNERS ♦ LAND SURVEYORS  
 PH: 308-635-1926 FAX: 308-635-7807 INTERNET: WWW.MCSCHAFF.COM

**PROJECT: SANITARY SEWER DISTRICT  
TRIPLE PEAKS SUBDIVISION  
SCOTTSBLUFF, NE**

**CLIENT: BRUNER BUNCH LLC**

**PROJECT NUMBER:  
RM250157-00**  
**PROJECT DATE:**  
**PROJECT MGR:**  
**PROJECT TEAM:**



DATE	REVISION

**SHEET 1 OF 1**  
**P-1**

# **City of Scottsbluff, Nebraska**

**Monday, February 2, 2026**

**Regular Meeting**

## **Item 8.c**

**Council to conduct a public hearing at 6:00 p.m. to consider the Creation of Water District #106 to be located in a parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M.**

**Staff Contact:** Zachary Glaubius

**WATER DISTRICT**  
**TRIPLE PEAKS SUBDIVISION**

**AN ADDITION TO THE CITY OF SCOTTSBLUFF,**

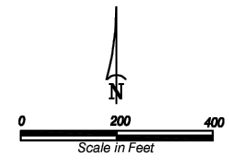
**SITUATED IN THE EAST HALF OF THE  
 NORTHEAST QUARTER OF SECTION 24,  
 TOWNSHIP 22 NORTH, RANGE 55 WEST  
 OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA**



**LEGAL DESCRIPTION - SANITARY SEWER DISTRICT**

**A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., LYING NORTH OF THE CENTERLINE OF WINTERS CREEK CANAL AND EXCEPT THAT PART OF A TRACT OF LAND AS DESCRIBED IN INSTRUMENT 2025-4056, EXHIBIT A, PARCEL 3, IN THE SCOTTS BLUFF COUNTY REGISTER OF DEEDS OFFICE, SCOTTS BLUFF COUNTY, NEBRASKA,**



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

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

**PROJECT: WATER DISTRICT**  
**TRIPLE PEAKS SUBDIVISION**  
**SCOTTSBLUFF, NE**

**CLIENT: BRUNER BUNCH LLC**

<b>PROJECT NUMBER:</b>	RM250157-00
<b>PROJECT DATE:</b>	
<b>PROJECT MGR:</b>	
<b>PROJECT TEAM:</b>	

SEAL

DATE	REVISION

# **City of Scottsbluff, Nebraska**

**Monday, February 2, 2026**

**Regular Meeting**

## **Item 8.d**

**Council to conduct a public hearing at 6:00 p.m. to consider amending the City of Scottsbluff LB840 Plan.**

**Staff Contact:** Sharaya DeSersa

# **City of Scottsbluff, Nebraska**

**Monday, February 2, 2026**

**Regular Meeting**

## **Item 9.a**

**Council to consider action on the first reading of the Ordinance to consider the Creation of Paving Improvement District #315 to be located in a parcel of land situated in the East Half of the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M.**

**Staff Contact:** Zachary Glaubius

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

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA CREATING PAVING DISTRICT NO. 315; DEFINING THE SAME AND THE LIMITS THEREOF; PROVIDING FOR PAVING, GRADING, CURBING AND GUTTERING, OR SUCH OTHER WORK AS IS NECESSARY AND INCIDENTAL THERETO; PROVIDING FOR PLANS, SPECIFICATIONS, ESTIMATES OF COST AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR ASSESSMENT OF THE COST OF SAID IMPROVEMENTS AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITTED THEREBY IN PROPORTION TO SAID BENEFITS; PROVIDING FOR THE ISSUANCE OF DISTRICT IMPROVEMENT WARRANTS AND DISTRICT AND INTERSECTION IMPROVEMENT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; PROVIDING FOR THE REPEALING OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND THE TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. Pursuant to the provisions of Section 16-617, *et seq.*, Reissue Revised Statutes of Nebraska, as amended, Paving District No. 315 (the "District") of the City of Scottsbluff, Nebraska (the "City") is hereby created.

Section 2. Said District shall include and encompass the designated portions of the following streets in the City and the limits, boundaries and improvements are defined and established as follows:

A PARCEL OF LAND SITUATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, THENCE WESTERLY ON THE NORTH LINE OF SAID SECTION 24, ON AN ASSUMED BEARING OF N88°31'10"W, A DISTANCE OF 547.16 FEET, THENCE SOUTHERLY AT A RIGHT ANGLE TO SAID SECTION LINE BEARING S01°28'50"W, A DISTANCE OF 50.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF EAST 27<sup>TH</sup> STREET, SAID POINT ALSO BEING **THE TRUE POINT OF BEGINNING**, THENCE CONTINUING SOUTHERLY BEARING S02°07'40"W, A DISTANCE OF 634.58 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 3, BLOCK 1, TRIPLE PEAKS SUBDIVISION, THENCE CONTINUING SOUTHERLY ON THE EAST LINE OF LOT 3, BLOCK 1, TRIPLE PEAKS SUBDIVISION BEARING S02°07'40"W, A DISTANCE OF 533.12 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 1, TRIPLE PEAKS SUBDIVISION, SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH THE CENTERLINE OF WINTERS CREEK CANAL, THENCE CONTINUING ON THE LAST DESCRIBED COURSE OF S02°07'40"W, A DISTANCE OF 137.50 FEET, THENCE BEARING S37°48'39"W, A DISTANCE OF 808.48 FEET, TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY CORNER OF TRACT 12, BLOCK 1, QUINDT COMMERCIAL TRACTS, THENCE CONTINUING IN A SOUTHWESTERLY DIRECTION ON THE EAST LINE OF TRACT 12, BLOCK 1, QUINDT COMMERCIAL TRACTS, BEARING S37°48'39"W, A DISTANCE OF 300.00 FEET, TO THE SOUTHEASTERLY CORNER OF TRACT 12, BLOCK 1, QUINDT COMMERCIAL TRACTS, THENCE IN A NORTHWESTERLY DIRECTION ON THE SOUTH LINE OF QUINDT

COMMERCIAL TRACTS, BEARING N52°13'56"W, A DISTANCE OF 627.04 FEET, TO THE SOUTHWESTERLY CORNER OF TRACT 1, BLOCK 2, QUINDT COMMERCIAL TRACTS, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TRACT 2, BLOCK 2, QUINDT COMMERCIAL TRACTS, THENCE IN A NORTHEASTERLY DIRECTION, ON THE EAST LINE OF TRACT 2, BLOCK 2, QUINDT COMMERCIAL TRACTS, BEARING N37°48'32"E, A DISTANCE OF 540.02 FEET, TO A POINT ON THE WEST LINE OF LOT 4, BLOCK 1, TRIPLE PEAKS SUBDIVISION, SAID POINT ALSO BEING ON THE EAST LINE OF TRACT 2, BLOCK 2, QUINDT COMMERCIAL TRACTS, THENCE NORTHERLY ON THE WEST LINE OF LOT 4, BLOCK 1, TRIPLE PEAKS SUBDIVISION AND THE EAST LINE OF TRACT 2, BLOCK 2, QUINDT COMMERCIAL TRACTS, BEARING N01°26'34"E, A DISTANCE OF 318.44 FEET, TO THE NORTHWEST CORNER OF LOT 4, BLOCK 1, TRIPLE PEAKS SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT 2, BLOCK 2, QUINDT COMMERCIAL TRACTS, SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH THE CENTERLINE OF WINTERS CREEK CANAL, THENCE EASTERLY ON THE CENTERLINE OF WINTERS CREEK CANAL, BEARING S85°45'38"E, A DISTANCE OF 51.31 FEET, TO THE SOUTHWEST CORNER OF LOT 2, BLOCK 1, TRIPLE PEAKS SUBDIVISION, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF BLOCK 4, SYKES ADDITION THENCE CONTINUING ON THE WEST LINE OF TRIPLE PEAKS SUBDIVISION AND THE EAST LINE OF SYKES ADDITION, BEARING N02°07'58"E, A DISTANCE OF 1075.92 FEET, TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, TRIPLE PEAKS SUBDIVISION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF BLOCK 2A, SYKES ADDITION, SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF EAST 27<sup>TH</sup> STREET, THENCE EASTERLY ON THE NORTH LINE OF TRIPLE PEAKS SUBDIVISION AND THE SOUTH RIGHT OF WAY LINE OF EAST 27<sup>TH</sup> STREET, BEARING S88°31'44"E, A DISTANCE OF 793.40 FEET TO THE POINT OF BEGINNING

THE STREETS TO BE IMPROVED BY PAVING, GRADING, CURBING AND GUTTERING, DRAINAGE AND STORM SEWER, AND INCIDENTAL WORK CONNECTED THEREWITH IS:

THE PAVING DISTRICT WILL INCLUDE 18TH AVENUE BEGINNING AT THE INTERSECTION OF 27TH STREET AND 18TH AVENUE AND CONTINUING SOUTH ON 18TH AVENUE TO THE NORTH FRONTAGE ROAD INTERSECTION.

THE FOLLOWING PARCELS OF LAND ARE INCLUDED IN SAID DISTRICT AND ARE SUBJECT TO ASSESSMENT; LOTS 1-4, BLOCK 1, TRIPLE PEAKS SUBDIVISION; TRACT 1, BLOCK 2, QUINDT COMMERCIAL TRACTS; TRACT 12, BLOCK 1, QUINDT COMMERCIAL TRACTS; THAT PART OF UNPLATTED LANDS AS DESCRIBED ABOVE LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., ALL SAID PROPERTIES BEING IN THE CITY OF SCOTTSBLUFF AND SCOTTS BLUFF COUNTY, NEBRASKA

Section 3. The City's special engineers, M. C. Schaff and Associates, Scottsbluff, Nebraska, shall make detailed plans and specifications for said improvements and an estimate of the cost thereof, and shall submit the same to the City Council. Upon approval of the same by the City Council, bids for construction of said work shall be provided by advertisement. On acceptance of any bid therefor, the Mayor and City Clerk are authorized to enter into a contract on behalf of the City for such work, and such contract shall be executed by said Mayor and attested by said City Clerk. The City Council shall have and hereby reserves the right to reject

any and all bids received.

Section 4. The work and improvements shall be made at public cost, but special assessments on the properties especially benefitted thereby shall be levied to reimburse the City to the extent provided by law. Property included within the boundaries and limits of said District as hereinbefore described and defined is hereby declared to be benefitted by said work and improvements to the extent as will be determined by the City Council as provided by law and special assessments against the same to be made as hereinafter prescribed.

Section 5. For the purpose of paying for the paving, grading, curbing and guttering, sidewalks, drainage and storm sewer, or such other necessary improvements incidental thereto, the Mayor and City Council may borrow funds or issue district improvement warrants or bond anticipation notes of the City in the form and manner provided by law.

Section 6. To effect the final payment and retirement of said loan, warrants and bond anticipation notes, and to pay for the cost of paving, grading, curbing and guttering, sidewalks, drainage and storm sewer, or other necessary improvements incidental thereto, the Mayor and City Council shall issue bonds in the form and manner provided by law, and may assess the cost of said work to the property in said District in proportion to the benefits derived therefrom.

Section 7. After the passage and publication of this Ordinance as in Section 10 provided, there shall be published at least once each week for not less than twenty (20) days, as provided by law, in the Scottsbluff Star-Herald, a newspaper of general circulation in the City, a notice with respect to the District created by the terms of this Ordinance, which notice shall provide, among other things, that if the owners of record title representing more than fifty percent (50%) of the front footage of the property abutting or adjoining any continuous or extended street, cul de sac, or alley of the district, or portion thereof which is closed at one end, and who were such owners at the time the Ordinance creating the District was published shall file with the City Clerk within twenty (20) days from the first publication of this notice written objections to the improvement of such District, said improvements shall not be made under said Ordinance in such District and said Ordinance shall be repealed. If sufficient objections are not filed against such District in the time and manner aforesaid, the Mayor and City Council shall forthwith proceed to construct such improvements in said District as provided in said Ordinance.

Section 8. The project described in this Ordinance is subject to limited referendum for a period of thirty days from the date of passage of this Ordinance. After the expiration of this thirty-day period, the project and measures related to it will not be subject to any further right of referendum.

Section 9. All provisions of any ordinance adopted prior hereto by the City and in conflict herewith are hereby repealed.

Section 10. This Ordinance shall take effect and be in full force from and after its passage, approval and publication, which shall be in pamphlet form.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

ATTEST:

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

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

\_\_\_\_\_  
Attorney

# **City of Scottsbluff, Nebraska**

**Monday, February 2, 2026**

**Regular Meeting**

## **Item 9.b**

**Council to consider action on the first reading of the Ordinance to consider the Creation of Sanitary Sewer District #168 to be located in a parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M.**

**Staff Contact:** Zachary Glaubius

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

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA CREATING SANITARY SEWER DISTRICT NO. 168; DEFINING THE SAME AND THE LIMITS THEREOF; PROVIDING THE CONSTRUCTION OF NECESSARY IMPROVEMENTS AND SUCH OTHER WORK AS IS NECESSARY AND INCIDENTAL THERETO; PROVIDING FOR PLANS, SPECIFICATIONS, ESTIMATES OF COST AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR ASSESSMENT OF THE COST OF SAID IMPROVEMENTS AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITTED THEREBY IN PROPORTION TO SAID BENEFITS; PROVIDING FOR THE ISSUANCE OF DISTRICT IMPROVEMENT WARRANTS AND DISTRICT IMPROVEMENT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND THE TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. The City does hereby resolve to act pursuant to the provisions of Section 18-401 to 18-411, Reissue Revised Statutes of Nebraska, as amended, in creating a sanitary sewer district. Sanitary Sewer District No. 168 (the "District") of the City of Scottsbluff, Nebraska (the "City") is hereby created.

Section 2. The outer boundaries of such district are as follows:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., LYING NORTH OF THE CENTERLINE OF WINTERS CREEK CANAL AND EXCEPT THAT PART OF A TRACT OF LAND AS DESCRIBED IN INSTRUMENT 2025-4056, EXHIBIT A, PARCEL 3, IN THE SCOTTS BLUFF COUNTY REGISTER OF DEEDS OFFICE, SCOTTS BLUFF COUNTY, NEBRASKA,

THE SANITARY SEWER DISTRICT WILL INCLUDE 8-INCH SANITARY SEWER AND APPURTENANCES TO SERVE TRIPLE PEAKS SUBDIVISION AND FUTURE UNPLATTED LANDS.

THE FOLLOWING PARCELS OF LAND ARE INCLUDED IN SAID DISTRICT AND ARE SUBJECT TO ASSESSMENT; LOTS 1-3, BLOCK 1, TRIPLE PEAKS SUBDIVISION; THAT PART OF UNPLATTED LANDS AS DESCRIBED ABOVE LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., ALL SAID PROPERTIES BEING IN THE CITY OF SCOTTSBLUFF AND SCOTTS BLUFF COUNTY, NEBRASKA

Section 3. The City's special engineers, M.C. Schaff & Associates, shall make detailed plans and specifications for said improvements and an estimate of the cost thereof, and shall submit the same to the City Council. Upon approval of the same by the City Council, bids for construction of said work shall be provided by advertisement. On acceptance of any bid therefor, the Mayor and City Clerk are authorized to enter into a contract on behalf of the City for such work, and such contract shall be executed by said Mayor and attested by said City Clerk. The City Council shall have and hereby reserves the right to reject any and all bids received.

Section 4. The work and improvements shall be made at public cost, but special assessments on the properties especially benefitted thereby shall be levied to reimburse the City to the extent provided by law. Property included within the boundaries and limits of said District as hereinbefore described and defined is hereby declared to be benefitted by said work and improvements to the extent as will be determined by the City Council as provided by law and special assessments against the same to be made as hereinafter prescribed.

Section 5. For the purpose of paying for such improvements, the Mayor and City Council may borrow funds or issue district improvement warrants or bond anticipation notes of the City in the form and manner provided by law.

Section 6. To effect the final payment and retirement of said loan, warrants and bond anticipation notes, and to pay for the cost of such sanitary sewer improvements, the Mayor and City Council shall issue bonds in the form and manner provided by law, and may assess the cost of said work to the property in said District in proportion to the benefits derived therefrom.

Section 7. After the passage and publication of this Ordinance as in Section 10 provided, there shall be published as provided by law in the Scottsbluff Star-Herald, a newspaper of general circulation in the City, a notice with respect to the District created by the terms of this Ordinance, which notice shall be addressed generally to the owners of the real estate within the District, notifying them of the creation of the District and of the ordering of the creation. The notice shall further provide that if owners of record title representing a majority of the front footage of taxable property in such District file with the City Clerk within thirty (30) days after the first publication of said Notice, written protest to the creation of such District, the improvements in such District shall not be made as provided in this Ordinance of sanitary sewer improvements.

Section 8. The project described in this Ordinance is subject to limited referendum for a period of thirty days from the date of passage of this Ordinance. After the expiration of this thirty-day period, the project and measures related to it will not be subject to any further right of referendum.

Section 9. All provisions of any ordinance adopted prior hereto by the City and in conflict herewith are hereby repealed.

Section 10. This Ordinance shall take effect and be in full force from and after its passage, approval and publication, which shall be in pamphlet form.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026

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

ATTEST:

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

Approved:

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

# **City of Scottsbluff, Nebraska**

**Monday, February 2, 2026**

**Regular Meeting**

## **Item 9.c**

**Council to consider action on the first reading of the Ordinance to consider the Creation of Water District #106 to be located in a parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 55 West of the 6th P.M.**

**Staff Contact:** Zachary Glaubius

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

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA CREATING WATER MAIN DISTRICT NO. 106; DEFINING THE SAME AND THE LIMITS THEREOF; PROVIDING THE CONSTRUCTION OF NECESSARY IMPROVEMENTS AND SUCH OTHER WORK AS IS NECESSARY AND INCIDENTAL THERETO; PROVIDING FOR PLANS, SPECIFICATIONS, ESTIMATES OF COST AND SECURING OF BIDS; PROVIDING FOR THE PAYMENT OF SUCH WORK AND OTHER EXPENSES INCIDENTAL THERETO; PROVIDING FOR ASSESSMENT OF THE COST OF SAID IMPROVEMENTS AGAINST THE PROPERTY IN SAID DISTRICT ESPECIALLY BENEFITTED THEREBY IN PROPORTION TO SAID BENEFITS; PROVIDING FOR THE ISSUANCE OF DISTRICT IMPROVEMENT WARRANTS AND DISTRICT IMPROVEMENT BONDS AND FOR THE LEVY OF SPECIAL ASSESSMENTS AND GENERAL TAXES TO PAY FOR SAID IMPROVEMENTS; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM AND THE TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

Section 1. The City does hereby resolve to act pursuant to the provisions of Section 18-401 to 18-411, Reissue Revised Statutes of Nebraska, as amended, in creating a water main district. Water Main District No. 106 (the "District") of the City of Scottsbluff, Nebraska (the "City") is hereby created.

Section 2. The outer boundaries of such district are as follows:

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., IN THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., LYING NORTH OF THE CENTERLINE OF WINTERS CREEK CANAL AND **EXCEPT** THAT PART OF A TRACT OF LAND AS DESCRIBED IN INSTRUMENT 2025-4056, EXHIBIT A, PARCEL 3, IN THE SCOTTS BLUFF COUNTY REGISTER OF DEEDS OFFICE, SCOTTS BLUFF COUNTY, NEBRASKA,

THE WATER DISTRICT WILL INCLUDE 8-INCH AND 12-INCH PVC WATER MAINS AND APPURTENANCES TO SERVE TRIPLE PEAKS SUBDIVISION AND FUTURE UNPLATTED LANDS.

THE FOLLOWING PARCELS OF LAND ARE INCLUDED IN SAID DISTRICT AND ARE SUBJECT TO ASSESSMENT; LOTS 1-3, BLOCK 1, TRIPLE PEAKS SUBDIVISION; THAT PART OF UNPLATTED LANDS AS DESCRIBED ABOVE LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., ALL SAID PROPERTIES BEING IN THE CITY OF SCOTTSBLUFF AND SCOTTS BLUFF COUNTY, NEBRASKA

Section 3. The City's special engineers, M.C. Schaff & Associates, shall make detailed plans and specifications for said improvements and an estimate of the cost thereof, and shall submit the same to the City Council. Upon approval of the same by the City Council, bids for construction of said work shall be provided by advertisement. On acceptance of any bid therefor, the Mayor and City Clerk are authorized to enter into a contract on behalf of the City for such work, and such contract shall be executed by said Mayor and attested by said City Clerk. The City Council shall have and hereby reserves the right to reject any and all bids received.

Section 4. The work and improvements shall be made at public cost, but special assessments on the properties especially benefitted thereby shall be levied to reimburse the City to the extent provided by law. Property included within the boundaries and limits of said District as hereinbefore described and defined is hereby declared to be benefitted by said work and improvements to the extent as will be determined by the City Council as provided by law and special assessments against the same to be made as hereinafter prescribed.

Section 5. For the purpose of paying for such improvements, the Mayor and City Council may borrow funds or issue district improvement warrants or bond anticipation notes of the City in the form and manner provided by law.

Section 6. To effect the final payment and retirement of said loan, warrants and bond anticipation notes, and to pay for the cost of such water main improvements, the Mayor and City Council shall issue bonds in the form and manner provided by law, and may assess the cost of said work to the property in said District in proportion to the benefits derived therefrom.

Section 7. After the passage and publication of this Ordinance as in Section 10 provided, there shall be published as provided by law in the Scottsbluff Star-Herald, a newspaper of general circulation in the City, a notice with respect to the District created by the terms of this Ordinance, which notice shall be addressed generally to the owners of the real estate within the District, notifying them of the creation of the District and of the ordering of the creation. The notice shall further provide that if owners of record title representing a majority of the front footage of taxable property in such District file with the City Clerk within thirty (30) days after the first publication of said Notice, written protest to the creation of such District, the improvements in such District shall not be made as provided in this Ordinance of water main improvements.

Section 8. The project described in this Ordinance is subject to limited referendum for a period of thirty days from the date of passage of this Ordinance. After the expiration of this thirty-day period, the project and measures related to it will not be subject to any further right of referendum.

Section 9. All provisions of any ordinance adopted prior hereto by the City and in conflict herewith are hereby repealed.

Section 10. This Ordinance shall take effect and be in full force from and after its passage, approval and publication, which shall be in pamphlet form.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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

ATTEST:

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

Approved:

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

# **City of Scottsbluff, Nebraska**

**Monday, February 2, 2026**

**Regular Meeting**

## **Item 9.d**

**Council to consider action on the first reading of the Ordinance to consider amending the City of Scottsbluff LB840 Plan.**

**Staff Contact:** Sharaya DeSersa

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

**AN ORDINANCE AMENDING THE SCOTTSBLUFF ECONOMIC DEVELOPMENT PLAN TO REVISE THE REQUIREMENTS FOR RETAIL AS A QUALIFYING BUSINESS WITHIN THE CITY LIMITS OF SCOTTSBLUFF, AND TO PROVIDE FOR EARLY CHILDHOOD CARE OR EDUCATION AS A QUALIFYING BUSINESS, TO PROVIDE FOR AN EFFECTIVE DATE, AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM.**

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

1. The City Council has, renewed its Economic Development Plan (the “Plan”), by a vote of the citizens of Scottsbluff which was effective as of October 1, 2025.
2. The Citizen Advisory Committee has recommended two amendments to the Plan, as provided for in this Ordinance, and the City Council has held a public hearing on the recommended amendments.
3. Paragraph 3(a)(10) of the Plan is amended to revise the requirements for a Qualifying Business in retail as follows:

“(10) Retail trade, but only if the business:

A. generates its principal source of income from retail sales of product(s) manufactured on the premises from which the sales take place; or

B. generates its principal source of income from retail sales, and (i) total assistance to a business does not exceed the maximum of \$25,000 or 50% of the project, (ii) the business has at least a 10% monetary investment in the project; (iii) the business’s principal location for the project is within the city limits of the City; (iv) other financing or banking investment is provided or received by the applicant for the project, (v) receipt of assistance by the business is contingent upon submitting proof of payment for project costs, and (vi) the total assistance provided by the Program for businesses under this paragraph 3(a)(10)(B) in any one fiscal year does not exceed more than 20% of the sales tax receipts for the Program during the previous fiscal year.

At no time shall the total amount of incentives devoted to retail trade under this paragraph 3(a)(10) exceed the limits under Nebraska law.”

4. Paragraph 3(a)(12) in the Plan is now added to include as a Qualifying Business:

“(12) Early Childhood Care or Education.”

5. This Ordinance was approved by a two-thirds vote of the members of the City Council.
6. This Ordinance shall become effective upon its passage, approval and publication. Publication shall be in pamphlet form.

Passed and approved on \_\_\_\_\_, 2026.

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

Attest:

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

Approved as to form:

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

# **City of Scottsbluff, Nebraska**

**Monday, February 2, 2026**

**Regular Meeting**

## **Item 9.e**

**Council to consider action on the first reading of the Ordinance reducing the number of required members from seven to five, and alternate members from two to one on the Business Improvement Board in Chapter 6, Article 2.**

**Staff Contact:** Zachary Glaubius

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

**AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE SCOTTSBLUFF MUNICIPAL CODE AT SECTION 6-2-70 RELATING TO THE NUMBER OF MEMBERS ON THE BUSINESS IMPROVEMENT BOARD, BY REDUCING THE NUMBER OF MEMBERS REQUIRED ON THE BUSINESS IMPROVEMENT BOARD, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.**

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

Section 1. Section 6-2-70 of the Scottsbluff Municipal Code is now amended to provide as follows:

**“§ 6-2-70 BUSINESS IMPROVEMENT BOARD ESTABLISHED; MEMBERSHIP; TERMS.**

There is hereby established in accordance with the applicable state statutes as now existing or hereafter amended, a Business Improvement Board. The Board shall have five members, plus one additional member designated as alternate who shall attend and serve only when a regular member is unable to attend for any reason. The term of office of each member of the Board, including the alternate member, shall be three years commencing on October 1. “

Section 2. Any prior §6-2-70 and all other ordinances and parts of ordinances in conflict with this ordinance are repealed. Provided, 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 3. This Ordinance shall become effective upon its passage, approval and publication. Publication shall be in pamphlet form.

Passed and approved on \_\_\_\_\_, 2026.

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

Attest:

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

Approved as to form:

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

# **City of Scottsbluff, Nebraska**

**Monday, February 2, 2026**

**Regular Meeting**

## **Item 9.f**

**Council to consider action on the third 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

**ORDINANCE \_\_\_\_\_**

**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
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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.*

Use	Minimum Lot Size (Sq. Ft.)	Minimum Lot Width (Sq. Ft.)	Maximum Lot Coverage (%)	Maximum # of Dwelling Units	Setbacks				Floor Area Minimum (Sq. Ft.)	Maximum Height (Ft.)
					Front (Ft.)	Rear (Ft.)	Interior Side (Ft.)	Side Street (Ft.)		
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>Maximum 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>Maximum 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>Maximum 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>Maximum 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>Maximum 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%
<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 If a lot abuts on a public alley, the minimum rear yard setback is five (5) feet.</p> <p>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.</p>	

(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 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)

Access ory Buildi ng						Not permit ted	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				Floor Area (Sq. Ft.)	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>Floor Area (Sq. Ft.)</i>	<i>Maximum Height (Ft.)</i>
					<i>Front (Ft.)</i>	<i>Rear (Ft.)</i>	<i>Interior 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.*

<i>Use</i>					<i>Setbacks</i>		
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	<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>Front (Ft.)</i>	<i>Rear (Ft.)</i>	<i>Interior Side (Ft.)</i>	<i>Side Street (Ft.)</i>	<i>Floor Area (Sq. Ft.)</i>	<i>Maximum Height (Ft.)</i>
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.*

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

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

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

\_\_\_\_\_  
Jeanne McKerrigan, Vice-Mayor

\_\_\_\_\_  
Kimberley Wright, City Clerk (Seal)

Approved as to form:

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

# **City of Scottsbluff, Nebraska**

**Monday, February 2, 2026**

**Regular Meeting**

## **Item 10.a**

**Council to discuss and consider action on awarding the bid, with negotiated changes, for the 2026 Chip Seal Project to Midwest Coatings for the amount of \$1,058,850.00.**

**Staff Contact:** Doug Gompert

January 30, 2026

Mayor and City Council  
City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361

RE: 2026 Chip Seal Project

Dear Mayor and Council:

Bids were received and opened at 2:00 p.m. on January 6, 2026 at City Hall in Scottsbluff, Nebraska for the above referenced project. One (1) bid was received. A copy of the original bid tabulation sheet is attached for your review. The bid received was as follows:

	Total ( RC- 800R)	Proposed Start Date
Midwest Coatings Company, Inc.	\$1,456,700.00	July 13, 2026
Engineer's Estimate	\$1,092,500.00	

The lone bid received exceeded both the engineer's estimate and the project budget. The bid documents state that the City reserves the right to adjust project quantities to fit within the approved budget. In addition, because only one bid was received, state statute allows the City to negotiate unit prices without changing the overall scope of the contract.

In a good-faith effort, City staff and the bidder negotiated quantities and costs and reached an agreement that is considered fair and reasonable to both parties. The contractor agreed to reduce the project quantities from 235,000 square yards to 185,000 square yards and to lower the unit price from \$5.62 to \$5.21 per square yard. The mobilization unit price was also reduced from \$136,000 to \$95,000.

The reduction in square yard quantities was achieved through adjustments to trucking costs and clarification that the City would complete public notice for the project, consistent with past practice. Mobilization costs were reduced to align with the smaller project size. Based on these revisions, staff recommends award of the project, with the negotiated changes, to Midwest Coatings Company in the amount of \$1,058,850.00.

Sincerely,

FOR THE FIRM OF  
M.C. SCHAFF & ASSOCIATES, INC.



Adam Vath, P.E.

G:\Jobs\RM250365-00\RecommendofAward.doc



**M.C. Schaff & Associates, Inc.**

818 S Beltline Highway East  
 Scottsbluff, Nebraska 69361  
 308-635-1926 Phone 308-635-7807 Fax  
 www.mcschaff.com

<b>Bid Tabulation as Submitted</b>							
2026 Chip Seal Project City of Scottsbluff Bid Date: January 6, 2026 @ 2:00 pm Mountain Time				Midwest Coatings Company, Inc. 1425 280th Street Modale, IA 51556		Engineers Estimate	
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total
1	Mobilization	LS	1	\$ 136,000.00	\$ 136,000.00	\$ 35,000.00	\$ 35,000.00
2	Single layer RC -800R Asphalt With Stone Chip Seal Coat	SY	235,000	\$ 5.62	\$ 1,320,700.00	\$ 4.50	\$ 1,057,500.00
<b>Total</b>				<b>\$</b>	<b>1,456,700.00</b>	<b>\$</b>	<b>1,092,500.00</b>
<b>Proposed Start Date</b>					<b>7/13/2026</b>		

<b>Negotiated Bid Tabulation</b>							
2026 Chip Seal Project City of Scottsbluff Bid Date: January 6, 2026 @ 2:00 pm Mountain Time				Midwest Coatings Company, Inc. 1425 280th Street Modale, IA 51556		Engineers Estimate	
No.	Description	Unit	Quantity	Unit Cost	Total	Unit Cost	Total
1	Mobilization	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 35,000.00	\$ 35,000.00
2	Single layer RC -800R Asphalt With Stone Chip Seal Coat	SY	185,000	\$ 5.21	\$ 963,850.00	\$ 4.50	\$ 832,500.00
<b>Total</b>				<b>\$</b>	<b>1,058,850.00</b>	<b>\$</b>	<b>867,500.00</b>
<b>Proposed Start Date</b>					<b>7/13/2026</b>		

Project Number: RM250365-00

# **City of Scottsbluff, Nebraska**

**Monday, February 2, 2026**

**Regular Meeting**

## **Item 11.a**

**Council to discuss and consider action on the Use Agreement between the City of Scottsbluff and 23 Club, Inc., and authorize the Vice-Mayor to sign the Agreement.**

**Staff Contact:** Matthew Carpenter



## AGREEMENT

This Agreement is entered into between the City of Scottsbluff, Nebraska a Municipal Corporation, hereinafter referred to as “City” and the 23 Club, Inc., a nonprofit corporation, hereinafter referred to as the “23 Club.”

The parties agree that the City will maintain four baseball fields at the 23 Club baseball complex in Scottsbluff for regular season games only, and agrees to clean the restrooms at the complex, approximately 35 times throughout the course of the baseball season, excluding any tournament games or special events, under the following terms and conditions:

1. The term of this Agreement shall be a period of five (5) years commencing April 1, 2026 and ending March 30, 2031. Provided, if the 23 Club shall fail for a period of ten (10) days or more to perform any of the covenants contained in this Agreement, the City, at its election, may terminate this Agreement by written notice delivered or mailed to 23 Club at its last known address.

2. In consideration for the Agreement, the 23 Club agrees to pay \$3,000.00 per year to the City prior to the City providing the services listed below. This payment shall be made on or before June 1 of each year.

3. In consideration for the payment described, City agrees that for approximately 35 times throughout the course of the baseball regular season games only, it shall do field, restroom maintenance and preparation of the fields which include but not be limited to the following responsibilities:

a. Marking the batters’ box and foul lines to the outfield fence for scheduled games.

b. Filling, packing, raking and dragging the infields prior to chalking to ensure that all low spots are filled in around the batters’ box, pitcher’s mound, areas surrounding the bases and any other areas that do not represent a level playing surface.

c. Maintaining proper moisture levels as to minimize the dust and erosion of the playing surface and expediting the packing of the soil as desired.

d. Securing bases in a level position.

e. The City shall make a reasonable attempt to prepare the baseball fields during wet and raining conditions. The decision on whether or not to play baseball on the fields will be made by the City and shall take place on the day of the scheduled game, but only after consultation with the 23 Club President or its designee.

f. The City will begin preparing the fields at approximately 7:00 a.m. on the

day of scheduled games. The City will not be responsible for poor field conditions caused by others after the completion of the City's preparation of the fields for that day.

g. The City agrees to provide the materials for the operation and maintenance of the ball fields and restrooms.

h. Keeping the restrooms clean, neat and orderly.

i. Cleaning restrooms on the day that field maintenance is provided.

j. The above items will only be provided for regular season games and not for any tournament games or special events, provided the 23 Club may use the equipment at the baseball complex for tournament games or special events.

4. In addition to paragraph 2, the 23 Club agrees to do the following:

a. All trash pickup shall be the responsibility of the 23 Club, with the exception of the large metal dumpsters which will be dumped by the City Environmental Services Department.

b. Once the City has completed its preparation the 23 Club shall be responsible for any additional maintenance and upkeep following the start of the initial game scheduled for that day.

c. The 23 Club agrees not to undertake any modifications of the fields without first consulting the City's Parks and Recreation Department.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF SCOTTSBLUFF, NEBRASKA,  
A Municipal Corporation

By \_\_\_\_\_  
Jeanne McKerrigan, Vice-Mayor

23 CLUB, INC., A Non-Profit Corporation

By \_\_\_\_\_  
President

ATTEST:

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

# **City of Scottsbluff, Nebraska**

**Monday, February 2, 2026**

**Regular Meeting**

## **Item 11.b**

**Council to discuss and consider action on the Professional Services Agreement, for scope of services and fees, with Panhandle Area Development District to facilitate the Scottsbluff Downtown Revitalization CDBG Grant, and authorize the Vice-Mayor to sign the Agreement.**

**Staff Contact:** Sharaya DeSersa

## **Scottsbluff Downtown Revitalization**

**THIS AGREEMENT** made and entered into by and between the **City** of Scottsbluff, **Nebraska** (hereinafter referred to as the City) and Panhandle Area Development District (PADD), (hereinafter referred to as the Consultant).

### **WITNESSES THAT:**

**WHEREAS**, the City, 2525 Circle Drive, Scottsbluff, NE 69361, and the Consultant 1620 Broadway, Suite A, Scottsbluff, Nebraska 69361, are desirous of entering into a contract to formalize their relationship, and

**WHEREAS**, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

**WHEREAS**, the City, as part of its 2025 CDBG grant contract with the Department, under contract number **#25-DTR-004**, has been awarded CDBG funds for the purposes set forth herein, and

**WHEREAS**, the Scope of Work included in this contract is authorized as part of the City's approved CDBG program, and

**WHEREAS**, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

#### **1. Services to be Provided by the Parties**

- a. The Consultant shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (**Attachment #1**).

- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 Compensation below.

## **2. Time of Performance**

The start of the contract shall be from the day the grant was awarded, November 20<sup>th</sup>, 2025. The termination date of the contract shall be 30 months after the awarded date, May, 20<sup>th</sup>,2028. The effective date of this contract shall be the date the parties sign and complete execution of the contract.

## **3. Compensation**

The City shall reimburse the Consultant in accordance with the Payment Schedule described in **Attachment #2** for all allowable expenses agreed upon by the parties to complete the Scope of Work. Contract will not use cost-plus or percentage of cost basis. In no event shall the total amount reimbursed by the City exceed the sum of **\$25,000.00** (Twenty-Five Thousand Dollars and zero cents). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this contract.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs.

## **4. Record Maintenance, Record Retention, and Access to Records**

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR §200.300–345 and any such procedures that the City or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of ten years after the final audit of the City's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent

documents, papers, records and books of the Consultant involving transactions to this local program and contract.

## 5. Relationship

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

## 6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:
  - i.** Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
  - ii.** If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
  - iii.** In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

**b. Termination for Cause:** The City may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.

- i. The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
- ii. The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
- iii. The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

**c. Termination for Other Grounds:** This contract may also be terminated in whole or in part:

- i. By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual contract, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
- ii. If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- iii. In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this contract and the duties of the Consultant under this contract terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- iv. The City may terminate this contract at any time giving at least 10-days' notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

## **7. Changes, Amendments, Modifications**

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this contract.

## **8. Personnel**

The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or contract and shall be subject to each provision of this contract.

## **9. Assignability**

The Consultant shall not assign any interest on this contract and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

## **10. Reports and Information**

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

## **11. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

## **12. Copyright**

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

## **13. Compliance With Local Laws**

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

## **14. Title VI of the Civil Rights Act of 1964**

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## **15. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

## **16. Build America, Buy America Act (BABA).**

The City must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the City's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The City shall include this BABA clause in any procurement bid/contract documents to ensure BABA compliance by subgrantees, developers and/or contractors.

**17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities**

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment arising in connection with Section 3 projects are provided to Section 3 workers (as defined in 24 CFR Part 75) within the metropolitan area (or nonmetropolitan county) in which the project is located and contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing in the metropolitan area (or nonmetropolitan county) in which the project is located.
- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which its collective bargaining contract or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan contract or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

**18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101 et. seq.)**

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

**19. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)**

No otherwise qualified individual will, solely by reason of its or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

**20. Executive Order 11246, As Amended**

This Order applies to all federally assisted construction contracts/subcontracts (that exceed \$10,000) and non-construction/service contracts and subcontracts (that exceed \$50,000). The Subrecipient and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

**21. Conflict of Interest 2 CFR §200.318**

No officer, employee or agent of the Consultant who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or contract with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all

subcontracts to this contract. Upon written request, exceptions may be granted upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

## **22. Audits and Inspections**

The City, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD.

## **23. Hold Harmless**

The Consultant agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this contract. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

## **24. Governing Law**

This Contract will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this Contract, shall be instituted in any court of general jurisdiction in the State of Nebraska.

This contract contains all terms and conditions agreed to by the City and the Consultant. The attachments to this contract are identified as follows:

**ATTACHMENT #1**

**SCOPE OF WORK and FEES** for Scottsbluff, NEBRASKA for General Administration consisting of 1 page.

**ATTACHMENT #2**

**PAYMENT SCHEDULE** for \_\_\_\_\_, NEBRASKA for \_\_\_\_\_ consisting of \_\_\_\_\_ pages.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the City and the Consultant have executed this contract as of the date and year last written below.

**CITY**

By: \_\_\_\_\_

Printed Name: Jeanne McKerrigan

Title: Vice-Mayor

Address: 2525 Circle Drive, Scottsbluff, NE 69361

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

**CONSULTANT (Panhandle Area Development District)**

By: \_\_\_\_\_

Printed Name: Bryan Venable

Title: Executive Director

Address: 1620 Broadway, Suite A10, Scottsbluff, NE 69361

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

**APPROVED as to legal form:**

City Attorney (\_\_\_\_ Insert Business Name if not staff\_\_\_\_)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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

## **Attachment #1**

### **Scope of Services and Fees\***

#### **GENERAL ADMINISTRATION**

Task 1 - Prepare special condition documents as outlined in the CDBG contract.

Task 2 - Preparing Documentation for Financial Drawdown Requests.

Task 3 - Ensure that consultant meets the requirements of all statues, state rules, and federal regulations relevant to the project

Task 3 - Prepare and submit mandated progress reports and all other necessary correspondence to OED.

Task 4 - On going Monitoring of Grant.

Task 5 - Monitor all job creation/retention requirements over the course of the project (if applicable)

Task 6 - Complete the necessary requirements of the National Environmental Policy Act of 1969

Task 7 - Ensure that the consultant meets all federal and state requirements with procuring professional services and construction services

Task 8 - Prepare and submit all close-out reporting to DED by deadlines \*Hourly Rate for PADD members is charged at \$70 per hour

## **Attachment 2**

### **Payment Schedule — As-Invoiced / As-Needed**

#### **Invoices**

- Consultant shall invoice City for services rendered, expenses incurred, and any pre-approved third-party costs as services are performed or costs are incurred.

#### **Payment Due**

- City shall pay each undisputed invoice within 30 days of the invoice date unless a different term is specified in the applicable Statement of Work (SOW).

#### **Interim Billing**

- Consultant may submit interim invoices monthly or upon reaching agreed milestones and may invoice for reimbursable expenses when incurred.

#### **Disputes**

- City must notify Consultant of any disputed invoice within 10 days of receipt; the undisputed portion remains payable.

#### **Right to Suspend**

- If City fails to pay undisputed amounts within 15 days after written notice, Consultant may suspend services until payment is made.

#### **Taxes and Withholding**

- City is responsible for applicable sales, use, and other taxes, excluding Consultant's income taxes.

# **City of Scottsbluff, Nebraska**

## **Downtown Revitalization Program Guidelines**

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<b>PART I: PROGRAM OVERVIEW</b>	

## Statement of Purpose

The purpose of the City of Scottsbluff’s Downtown Revitalization Program is to rehabilitate and revitalize the buildings and structures located in Scottsbluff’s historic downtown in order to support existing businesses, to provide a healthy, vibrant downtown district, and to attract new residents, new businesses and new investment.

The Program’s goals are:

- To prevent or eliminate slum and blight conditions by enhancing the aesthetic and historical qualities of the downtown district.
- To improve the economic potential of individual buildings and structures and the district as a whole and to strengthen property values.
- To create more desirable commercial and mixed-use buildings and structures.
- To protect residents, customers, and the physical environment by reducing life, health, and safety issues.
- To encourage investment and the location of more businesses and residents in the downtown district.

## Funding Sources

Businesses choosing to submit improvement projects for this grant have agreed to pay the 25% cost share. Some will also contribute 100% of the labor costs as well as some volunteer contribution.

All participants in this Program will need to provide matching funds. More information about the required matching funds can be found in the Application Process section.

Participants are also encouraged to consult with the City and Nebraska’s State Historic Preservation Office (SHPO) to determine eligibility for other financing methods and means, including tax incentive programs. SHPO is available by calling 1 (800) 833-6747 or via email at [hpnsht@nebraskahistory.org](mailto:hpnsht@nebraskahistory.org).

## **PART II: APPLICATION PROCESS**

An application must be sought from the Scottsbluff City Hall. It is also attached to these guidelines and can be found online at [Scottsbluff-ne.frontdeskworks.com/c/](http://Scottsbluff-ne.frontdeskworks.com/c/). The proposed project will then be reviewed city staff and then referred to the Scottsbluff Community Redevelopment Authority. If the commission feels it meets the requirements of the program, the funding request will be reserved on a first come, first serve basis. Applicants have six months to start work or the application becomes null and void unless an extension is granted by the Community Redevelopment Authority.

### **Application Cycles and Deadline**

Applications are due the first Tuesday of every month and will be reviewed at the Community Redevelopment Authority Meeting on an as needed basis.

### **Maximum Grant Award**

The maximum amount that may be awarded for any project is One Hundred Thousand Dollars (\$100,000). Applicants may request any award amount up to the One Hundred Thousand Dollar maximum. The Community Redevelopment Authority may grant an award that is less than the amount requested.

### **Reimbursement Rate**

- Reimbursement up to 75% with a maximum reimbursement of \$100,000 will be completed at project completion, based on invoices.

### **Matching Funds**

Applicants must provide private matching or other leveraged funds in the amount of at least twenty five percent (25%) of the total project cost. Matching and other leveraged funds must be expended during the grant period. Applicants are responsible for all costs that exceed the proposed total project cost.

### **Additional Materials**

All applications must include the project-specific documents listed on the Application Form and must provide the following additional materials:

- Property ownership documentation or a copy of the applicant's current lease and a letter from the property owner authorizing the application and the work to be performed.
- A completed Proposed Property Improvement Plan. Any proposed activities or improvements must be consistent with the City's Design Standards and Guidelines. The Property Improvement Plan shall include a construction drawing of the property with descriptions of proposed activities or improvements and showing the approximate locations.
- Color photographs of existing façade on all exposed sides.
- Color photographs of specific areas where requested improvements would occur.
- Submission of all federal compliance items, including submission of appropriate SAM verification.
- US Citizenship Attestation Form, if required.

### **Eligibility**

To be eligible for an award, applicants must own an Eligible Property that is located within the geographic boundaries of the Eligible Project Area. Business entity applicants (*e.g.*, corporations, limited liability companies, and partnerships) must be authorized to transact business in the State of Nebraska and must have an active, valid registration with the Nebraska Secretary of State. Applicants applying as individuals or sole proprietors must be lawfully present in the United States and must complete the United States Citizenship Attestation Form provided by the City. Applicants that are debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by a federal agency are ineligible to receive an award.

## **Eligible Properties**

Eligible properties are commercial or mixed-use buildings or structures located within the Eligible Project Area. The principal use of the property must be a commercial use, which means at least fifty percent (50%) of the total square footage of the building or structure is intended or used for commercial purposes. Buildings or structures that are not structurally sound are not eligible properties.

## **Eligible Activities and Improvements**

Program funds may only be used for the following eligible activities:

- The costs of building materials and construction labor for eligible façade improvements or to fix code violations.

### **Eligible façade improvements**

- Eligible for façade improvements or to fix documented external code violations.
- Restoration, renovation, replacement, or reconstruction of signage, awnings, windows, or doors.
- Brick, stucco, masonry, and exterior surface repair or restoration for the purpose of historic preservation.
- Repair, restoration, or installation of historic decorative details and other design features such as pediments, cornices, lintels, and bulkheads.
- Painting when combined with window replacement or the repair or restoration of brick, stucco, or other exterior surfaces for historic preservation.  
(Painting by itself is considered maintenance and program funds may not be used for maintenance activities.)
- Miscellaneous façade improvements that are reasonably similar to those listed above.

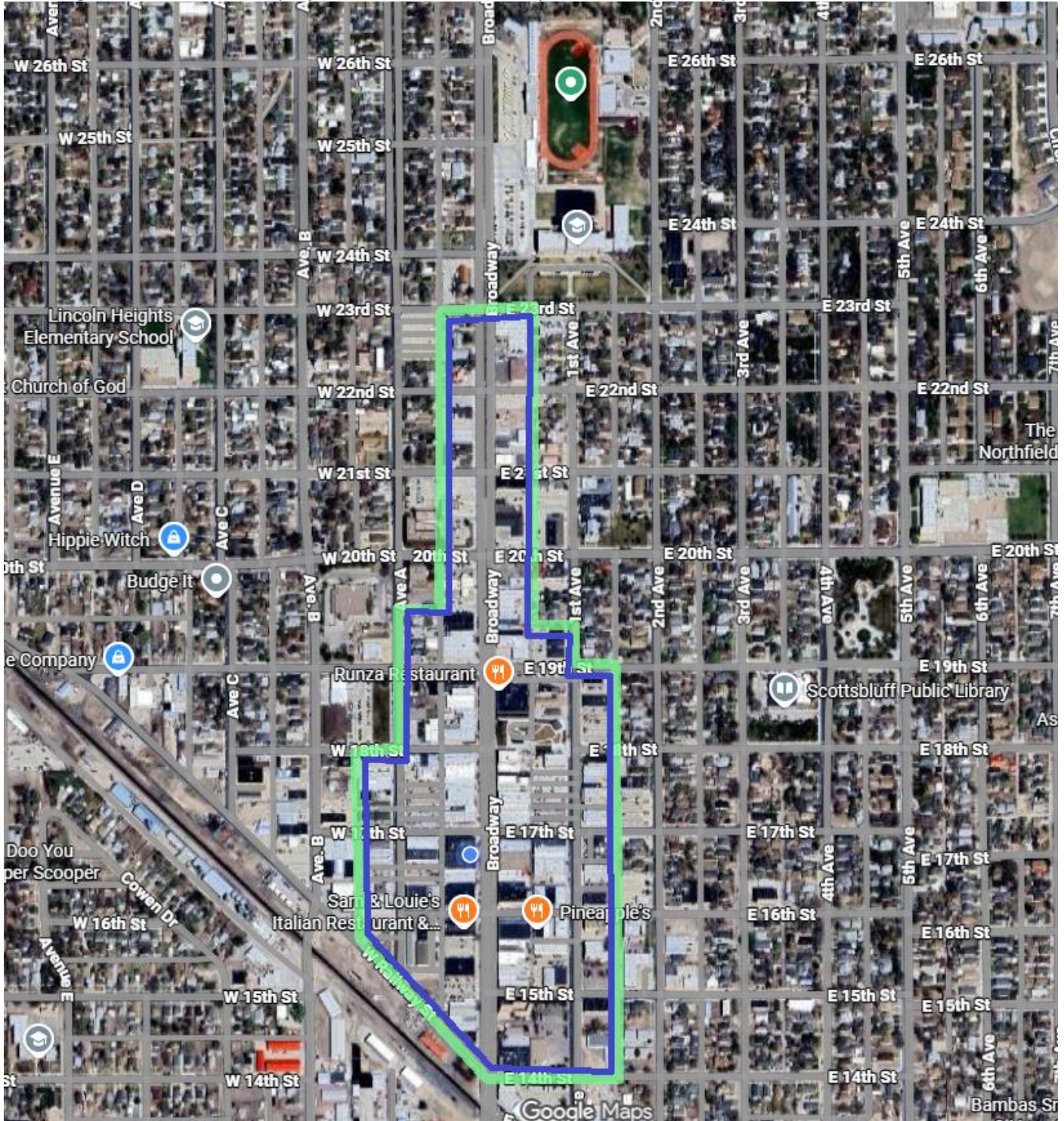
### **Fixing Code Violations**

- Program funds may be used for costs associated with fixing municipal code violations.
- In order to be an eligible activity, the applicant must submit documentation from the City's Building Inspector that delineates the specific code violations and the required repairs.
- Code Violations must be document and exterior code violations must be addressed.

Any activities that may be considered maintenance are ineligible activities under federal regulations. All repairs, improvements, or other work done must conform to all state and local building codes and design standards or the activities or improvements will be declared ineligible.

### Eligible Project Area

All projects must be located within the area specified in the map below. The boundaries of the project service area stretch from E 23rd Street, south to E 14th street, roughly .64 of a mile long. The boundaries east to west are roughly 1 to 2 blocks east and west of Broadway, roughly a quarter mile at its widest. The project perimeter encapsulates all slum and blight designated properties within the traditional downtown area. All buildings involved within the project area are commercially zoned and privately owned.



## **PART III: APPLICATION REVIEW PROCESS**

### **Staff Review**

City Staff will initially review applications for completeness and to ensure that all additional materials have been submitted. Incomplete applications will not be eligible for consideration. Applicants who submit incomplete applications before the close of the application cycle may be contacted about the deficiencies in their applications. Applications or parts of applications received after the cycle deadline will not be accepted.

City Staff will also verify property ownership/tenancy and check the status of property taxes, special assessments, or liens on the property, potential conflicts of interest, and building code/zoning compliance.

### **Scottsbluff Community Redevelopment Authority (SCRA)**

After city staff approves an application's completeness, the application will be forwarded to the Scottsbluff Community Redevelopment Authority who will then review and approve or deny applications once a month. A signed & dated, "Notice to Proceed" will be provided to awarded applicants.

SCRA members have to apply for a seat on the board, and then are selected by the City Manager and approved by City Council. Current members are:

- Bill Trumbull (chair)
- Katie Camacho
- Maricia Marquez
- Mary Skiles
- William Knapper

Funds will be on a "First come, first serve" basis. If a point is reached where there are more applicants than funds remaining, the SCRA will prioritize them on the basis of the following criteria and the following order of importance.

- Visual Impact to the Downtown District through signage, awnings, and store front restoration as per design guidelines provided.
- Building Preservation
- Historic Restoration

### **Conflicts of Interest**

No employee, officer, or agent of the municipality shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would exist. Such a conflict would exist when an employee, officer, or agent; any member of his or her immediate family; his or her partner; or an organization that employs, or is about to employ, any of the above has a financial or other interest in the award. Conflicts of interest may also exist under the Nebraska Political Accountability and Disclosure Act or under federal regulations. Municipal employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts.

City Staff will review applications for any potential conflicts of interest. Conflicts that arise after an award of funds may be cause for the immediate revocation of the award and may result in penalties or sanctions under federal or state laws and regulations.

### **Code Compliance Review**

City Staff will review applications to determine if the proposed activities or improvements comply with the City's Commercial and Neighborhood Design Standards and other Building or Sign Regulations found in the City of

Scottsbluff Municipal Code.

### **Structural Engineering Review**

Buildings or structures that are not structurally sound are not eligible properties. The City Building Inspector may require a structural engineering review to determine if a building or structure is structurally sound. If a review is required, the applicant may use the services of the City's Engineer or may use another qualified firm. All costs of the review shall be paid by the applicant; however, if the application is selected for an award, any reasonable costs associated with the review and report will be included in the total project costs

### **Program Design Standards**

Where practicable, building and structure facades should be restored to the original period design for the building or structure:

- All unique historical features must be retained.
- If practicable, deteriorated architectural features should be repaired rather than replaced. If replacement is necessary, new materials should match as closely as possible in design, color, texture, and other visual qualities to the original.
- All repairs, replacements, and improvements shall be designed, constructed, and maintained to complement and accent the original qualities, character, and architectural features of the building.  
(The use of incompatible materials for reconstruction of facades is prohibited (for example: vinyl or metal siding, faux brick, asphalt or cedar shingles, plastic, fiberglass, and stucco.)
- Non-original or incompatible exterior materials, such as stucco, vinyl, and aluminum, should be removed whenever possible.
- All accessories, signs, and awnings shall harmonize with the overall character of the building and area. All color schemes shall accent the building, as well as harmonize with the historic character of adjacent buildings.  
(Signs and awnings must comply with the City's Sign Regulations and should accentuate the period architecture.)
- Replacement windows, doors, and glass should be similar in size, color, and reflectivity to the original.
- All standards and guidelines in the City of Scottsbluff's Comprehensive Plan must be followed.

### **Priority Ranking and Selection Criteria**

Priority shall be given to applications that propose activities or improvements that:

- Restore the building or structure facade in compliance with SHPO requirements.
- Bring the facade into conformance with the Program Design Standards

### **Notification of Selection or Non-selection**

Within thirty (30) days of the decision of the Historic Preservation Board, the City will notify applicants of award selection or non-selection by an official. If the application was not selected for an award, the notification will inform the applicant of the reason for non-selection.

## **PART IV: PROJECT IMPLEMENTATION**

### **Grant Award Contract**

The City and award Recipients will enter into a grant award contract to ensure that the Recipient agrees to the conditions of the Program and understands its rights and obligations, including those obligations required by the Nebraska Department of Economic Development.

The Recipient will be responsible for generating their own contracts, agreements, or other documents with any contractors or subcontractors hired by them. These agreements must be executed, and a copy provided to the City, prior to the disbursement of any grant funds. All contracts for rehabilitation work will be between the Recipient and their contractors or subcontractors; under no circumstances will the City enter into any contracts or other agreements with contractors or subcontractors.

### **Funding Terms**

All awards will be structured as conditional grants, the repayment of which will be required if the conditions specified in the grant award contract are not met. These conditions generally require the Recipient to comply with all federal, state, and local laws, regulations, and program guidelines.

All rehabilitation work approved by the City under the Program must be completed within twelve months after the execution of the grant award contract unless an extension is granted by the Historic Preservation Board.

### **SHPO and Historic Preservation Review**

For properties identified by SHPO as having historic relevance, the Property Improvement Plan shall be adjusted to incorporate any reasonable recommendations of SHPO into the planned project activities or improvements.

### **Notice to Proceed**

The Recipient or its contractors must submit a copy of any required building, sign, or other city permits before a Notice to Proceed will be issued. Once all reviews are completed, all required program documents are signed/dated, and all city permits are obtained, the City will notify Recipients that their projects may begin. No project shall begin work prior to the date stated on the Notice to Proceed.

### **Procurement Process**

All contractors and subcontractors performing work under this Program must be authorized to transact business in the State of Nebraska, must have an active, valid registration with the Nebraska Secretary of State, and must meet all applicable requirements of the Nebraska Contractor Registration Act. Contractors or subcontractors performing work as individuals or sole proprietors must be lawfully present in the United States and must complete the United States Citizenship Attestation Form. No contractor or subcontractor that has been debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by a federal agency or any applicable government debarment and suspension regulations may perform work as part of this Program.

### **Construction Process**

The contractors must comply with the federal labor standards that must be followed and the required paperwork that is needed. All activities or improvements must comply with all applicable building codes, zoning ordinances, commercial and neighborhood design standards, and historic property requirements. Contractors are required to have inspections done by the Building Inspector whenever required by the City.

All grant funds will be disbursed as reimbursement for expenses incurred. Recipients must submit a copy of the invoice as well as verification of payment.

When it is determined that the quality of work is satisfactory to the Recipient and meets all city requirements, the City will reimburse the Recipient seventy five percent (75%) of the amount paid for eligible expenses up to the maximum amount of the grant award.

### **Compliance Review**

Compliance with DBRA/SAM/E-Verify

Recipients and all contractors and subcontractors are required to comply with any applicable Davis- Bacon Wage Determinations, System for Award Management (SAM) requirements, and E-Verify requirements. It will be the responsibility of Recipients to ensure contractors and subcontractors are aware of these requirements.

Contractors are required to notify the City of the dates they will be working on the project site. The City will be on-site no less than one time for each contractor that has a contract exceeding \$2,000.00 and will conduct employee interviews to ensure compliance with Davis-Bacon Wage Rates.

For every week that a contractor or its employees are on the job, the contractor is required to submit Davis

Bacon Payroll Certifications. These shall be submitted immediately after the applicable week ending date. No requests for reimbursement will be processed until all payroll forms have been received by the City.

### **Compliance with Federal Laws and Regulations**

This Program and any project activities undertaken as part of this Program will comply with all applicable federal laws and regulations, including, but not limited to, the Housing and Community Development Act of 1974, 24 CFR Part 570, the Davis-Bacon Act, the Copeland “Anti-Kickback” Act, Lead-Based Paint Poisoning Prevention Act, and the Civil Rights Act of 1964.

### **Compliance with State and Local Laws and Regulations**

This Program and any project activities undertaken as part of this Program will comply with all applicable state and local laws and regulations, including, but not limited to, the Nebraska Civil Rights Act of 1969, the Nebraska Fair Employment Practices Act, Nebraska’s Uniform Energy Efficiency Standards, and all regulations and program guidelines adopted by the Nebraska Department of Economic Development.

### **Project Closeout**

#### **Final Inspection**

A final inspection will be completed by the City prior to project closeout to ensure the project was completed in compliance with the grant agreement and all applicable federal, state, and local laws, regulations, and guidelines.

#### **Notification of Project Completion**

Upon a successful final inspection, the City will review the project file to ensure all program requirements have been met. If so, the City will issue a notification of project completion and closeout. This includes before and after pictures of rehabilitation completed. Lastly, a Notice of Completion form will be signed and dated by applicant, affirming work is satisfactorily completed.

#### **Façade Changes Post Completion**

Participation in the City of Scottsbluff Downtown Revitalization program by an applicant is a stated agreement of the recipient of DTR funds, that the completed project, its approved design and colors, etc., will remain intact and in place for a period of not less than five (5) years from the date of project completion. Changes to improved facades and signage prior to five years may trigger repayment of the forgivable loan (or a percentage thereof), as specified in contract with the City.

## **PART V: ADDITIONAL GUIDELINES**

### **Conflicts Between Agreements/Regulations/Guidelines**

A conflict of interest arises when any of the following has a financial or other interest in the firm selected for award: an employee, officer, agent, or board member; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the foregoing or has a financial or other interest in, or stands to receive a tangible personal benefit from, an entity being considered for a contract.

No employee, officer, agent, or board member may solicit or accept gratuities, favors, or anything of monetary value from contractors. In the event of any conflicts between any provisions of these Program Guidelines, the Nebraska Department of Economic Development’s CDBG Administration Manual, any grant agreements entered into between the City and the Nebraska Department of Economic Development or between the City and the Recipient, and any federal, state, or local laws or regulations, the most restrictive or specific provision shall apply.

### **Grievance Procedures**

All grievances or complaints regarding an award or non-award of funds must be submitted in writing to the City.

A written response/determination will be provided to the aggrieved party within fifteen days after receipt of the grievance/complaint. If unsatisfied with the response/determination, the aggrieved party may appeal the decision in writing to the City Council for their consideration. The request for appeal must be received by the City within 15 calendar days of the initial decision. The City Council will set a hearing on the appeal within thirty calendar days after receipt of the request for appeal. Final written decision of the City Council will be provided to the aggrieved party within forty-five days after the hearing.

In the event of a dispute between the Recipient and a contractor or subcontractor, an independent mediator, agreed on by both parties, shall be selected. The mediator's decision on the issue will be accepted as final by both parties.

### **Environmental Review**

If required by federal or state regulations, properties will have a Tier II Environmental Review conducted. This review shall, at a minimum, include a review of onsite and nearby potential toxic substance contamination, the potential for adverse environmental impacts that disproportionately impact any minority or low-income populations within the community, and the impacts of the project activities on the historic nature of the property or adjacent structures. Finally, SHPO must be consulted with to ensure the integrity of historical buildings.

### **Process for Amending Program Guidelines**

These Program Guidelines can be amended only after review and approval by the Nebraska Department of Economic Development and formal action by the Scottsbluff Planning Commission.

### **Transference or Sale of Property**

The Downtown Revitalization Program is a forgivable-loan program. Eligible improvements are permanent fixtures/improvements to a structure and as such any and all improvements remain a part of the structure in the event a sale is transacted between current and future owners. The five-year forgivable loan can be transferred by property owner at the time of a sale to the purchaser if approved by the City of Scottsbluff. A request to transfer the forgivable loan shall be submitted to the Authorized Representative of the Downtown Revitalization Committee for review. If approved, a written notice of approval will be issued, dated and signed by the Authorized Representative of the Downtown Revitalization Committee. The loan will be prorated at 20% forgiven each year. Should a Forgivable Loan Recipient be required to repay any portion of the grant, those monies would be remitted to the Nebraska Department of Economic Development, immediately.

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**PART IV: AGREEMENT & SIGNATURE**

THE UNDERSIGNED, in applying for financial assistance from the City of Scottsbluff Downtown Revitalization Program:

- (i) agrees that, prior to receiving an award, he or she shall comply with all federal, state, and local laws to the extent that such are applicable;
- (ii) attests that he or she is currently in good standing with the City or will return to good standing before any release of funds; and,
- (iii) acknowledges and agrees to enter into or execute any additional documents required by the City, the Nebraska Department of Economic Development, or the United States Department of Housing and Urban Development.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name/Title)

\_\_\_\_\_  
(Date)

## Application and Materials Checklist

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### REQUIRED DOCUMENTS FOR ALL PROJECTS

- A completed and signed Application Form.
- Signed Build America, Buy America (BABA) Compliance Form
- Property ownership documentation or a copy of the applicant's current lease and a letter from the property owner authorizing the application and the work to be performed.
- A Proposed Property Improvement Plan. Any proposed activities or improvements must be consistent with the City's Design Standards and Guidelines. The Property Improvement Plan shall include a construction drawing of the property with descriptions of proposed activities or improvements and showing the approximate locations.
- Color photographs of existing façade on all exposed sides.
- Color photographs of specific locations where requested improvements would occur.
- Two (2) cost estimates from different independent contractors.

### ADDITIONAL PROJECT-SPECIFIC DOCUMENTS FOR

#### SIGNS:

- Provide a color photo or rendering of the design chosen.
- Include specifications as to the size and width of the sign.
- Specify how and where the sign will be hung on the building.

#### FOR AWNINGS:

- Provide information about color and style of awning chosen (color photo or rendering preferred if available).
  - o Note: Awning design must take into account the architectural style of the building.
- Specify how and where the awning will be placed on building.

#### FOR WINDOWS AND DOORS:

- Provide details on windows or doors being replaced.
- Provide photo or rendering of desired windows or doors.

Additional descriptions or explanations, as needed:

## Application Form

Date Submitted \_\_\_\_\_

Applicant Information Name \_\_\_\_\_

Building Owner  Business Owner

Mailing Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Property Address \_\_\_\_\_

Business \_\_\_\_\_

Grant Type  Facade Enhancement Grant  Signage Incentive Grant

Project Description Please provide a detailed description of the proposed project.

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Please provide supplemental information as required to thoroughly describe the proposed project:

Photographs  Drawings  Product Information  Samples

Project Cost If applying for a Grant, provide the project costs and attach estimates from contractors and suppliers. Vendor | Description | Amount

Vendor	Description	Amount

Date reviewed \_\_\_\_\_  Approved  Denied  Deferred \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **City of Scottsbluff, Nebraska**

**Monday, February 2, 2026**

**Regular Meeting**

## **Item 11.c**

**Council to discuss and consider action on the special conditions and compliance requirements for the Scottsbluff Downtown Revitalization CDBG Grant, and authorize the Mayor and Vice-Mayor to execute required documents, including Authorization to Request Funds, Excessive Force, and Financial Certifications, and Procurement Procedures and Code of Conduct.**

**Staff Contact:** Sharaya DeSersa



308-632-4136  
 2525 Circle Drive  
 Scottsbluff, NE 69361

## AUTHORIZATION TO REQUEST FUNDS

This document certifies that the individuals listed below are authorized to request program funds from the Nebraska Department of Economic Development and that the signatures appearing below are the true signatures of the aforementioned individuals.

	<b>PROGRAM</b> <small>SELECT EACH PROGRAM FOR WHICH ENTITY HAS FUNDING.</small>	<b>PROJECT/GRANT NUMBER(S)</b> <small>LIST ALL PROJECT/GRANT NUMBER(S) BELOW.</small>
<input checked="" type="checkbox"/>	Community Development Block Grant	Scottsbluff DTR 25DTR004
<input type="checkbox"/>	HOME Investment Partnerships Program	
<input type="checkbox"/>	HOME-ARP	
<input type="checkbox"/>	Middle Income Workforce Housing Fund	
<input type="checkbox"/>	National Housing Trust Fund	
<input type="checkbox"/>	Nebraska Affordable Housing Trust Fund	
<input type="checkbox"/>	Pandemic Relief Housing	
<input type="checkbox"/>	Rural Community Recovery Program	
<input type="checkbox"/>	Rural Workforce Housing Fund	

THIS FORM MUST APPEAR ON OFFICIAL LETTERHEAD OR BE NOTARIZED ON THE NEXT PAGE.  
 ALL SIGNATURES MUST BE WRITTEN IN **BLUE** INK.

\_\_\_\_\_  
*SIGNATURE OF AUTHORIZED INDIVIDUAL 1*

Betsy Vidlak

\_\_\_\_\_  
*PRINTED NAME*

Mayor of Scottsbluff

\_\_\_\_\_  
*TITLE*

bvidlak@scottsbluff.org

\_\_\_\_\_  
*EMAIL*

\_\_\_\_\_  
*DATE*

\_\_\_\_\_  
*SIGNATURE OF AUTHORIZED INDIVIDUAL 2*

Jeanne Mckerrigan

\_\_\_\_\_  
*PRINTED NAME*

Vice-Mayor of Scottsbluff

\_\_\_\_\_  
*TITLE*

jmckerrigan@scottsbluff.org

\_\_\_\_\_  
*EMAIL*

\_\_\_\_\_  
*DATE*

\_\_\_\_\_  
*SIGNATURE OF AUTHORIZED INDIVIDUAL 3*

Kimberley Wright

\_\_\_\_\_  
*PRINTED NAME*

City of Scottsbluff Clerk

\_\_\_\_\_  
*TITLE*

kwright@scottsbluff.org

\_\_\_\_\_  
*EMAIL*

\_\_\_\_\_  
*DATE*

\_\_\_\_\_  
*SIGNATURE OF AUTHORIZED INDIVIDUAL 4*

\_\_\_\_\_  
*PRINTED NAME*

\_\_\_\_\_  
*TITLE*

\_\_\_\_\_  
*EMAIL*

\_\_\_\_\_  
*DATE*

# Special Conditions: Excessive Force Template

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## Record of Changes

Date	Description of Change
2015	Template published to CDBG website
2026	Template updated to fillable pdf

## INSTRUCTIONS:

Pursuant to 24 CFR § 91.225(b)(5), the jurisdiction must submit a certification affirming that it has adopted and is enforcing policies prohibiting the use of excessive force. The certification must be printed on the local unit of government's official letterhead or be notarized. A separate certification is required for each CDBG-funded project.

The documents for DED should be signed and scanned/uploaded in full color whenever wet signature(s) are involved.

## EXCESSIVE FORCE CERTIFICATION

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the  
\_\_\_\_\_  
(Title and Name of Chief Elected Official)                      (City/County/Village of Name of Local Government Unit)

does hereby certify to the Nebraska Department of Economic Development that the

\_\_\_\_\_ has adopted and is enforcing:  
(Name of Local Government Unit)

- (i) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- (ii) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights.

\_\_\_\_\_  
(Chief Elected Official Signature)

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT

City of Scottsbluff

25DTR004

CDBG Subrecipient

CDBG Number

2525 Circle Drive, Scottsbluff

Address

Scottsbluff,

NE 69361

City

State Zip Code

David Welanko

308-633-3742

Contact Person

Telephone

FINANCIAL MANAGEMENT CERTIFICATION

Check "Yes" or "No" in the column to the left to indicate if your financial management system complies with these statements:

1. Does the financial management system provide for:

- YES NO (a) proper recording and accounting for all CDBG receipts? (b) control over and accountability for all funds, property, and other assets? (c) records that identify the source and use of funds? (d) the expenditure of CDBG funds within five days of the receipt of funds? (e) the application of program income to the CDBG fund? (f) the disbursing of program income prior to making additional drawdowns? (g) accounting records that are supported by source documents? (h) a comparison of actual expenditures with amounts budgeted for activities within the grant? (i) audits to be conducted in accordance with 2 CFR Part 200, Subpart F? (j) audits of non-profit subrecipients to be conducted in accordance with 2 CFR Part 200, Subpart F?

2. Are the individuals who are responsible for the financial management of the CDBG:

- YES NO a) familiar with 2 CFR Part 200, Subpart E Treasury Circular 1075 (31 CFR Part 205)? (b) aware that failure to comply these regulations will result in audit findings and the repayment of ineligible costs to the Department of Economic Development?

I certify that the above responses are an accurate indication of the status of the financial management system which will be used for the Community Development Block Grant Funds.

SIGNATURE OF MAYOR/CHAIRPERSON

Jeanne Mckerrigan Vice Mayor

TYPED NAME

DATE

## PROCUREMENT PROCEDURES AND CODE OF CONDUCT

The Nebraska will in all cases of procurement for professional services, construction services and materials needed for Community Development Block Grant (CDBG) Programs adhere to Code of Federal Regulation 2 C.F.R. Section 200.320 or current state statutes; in all cases the stricter shall apply. City/Village/County is responsible for understanding and complying with federal or state requirements located within the original source. The following procedures summarize said laws and regulations.

A. Procurement shall be made by one of the following methods:

- 1) **Micro Purchase Procedures [2 C.F.R. Section 200.320 (a)(1)]** – This method will generally be used to obtain very small quantities of supplies. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see 2 C.F.R. Section 200.1), currently set at \$10,000 except as otherwise discussed in the regulation set at 48 C.F.R. part 2, subpart 2.1. To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
- 2) **Small Purchase Procedures [2 C.F.R. Section 200.320 (a)(2)]** – This method will generally be used to obtain small quantities of supplies. Procurement by small purchase is the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold (see 2 C.F.R. Section 200.1) currently set at \$250,000, except as otherwise discussed in the regulation set at 48 C.F.R. part 2, subpart 2.1. If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.
- 3) **Sealed Bids [2 C.F.R. Section 200.320 (b)(1)]** - This method will generally be used to obtain contractors for construction projects and for large quantities of goods or materials. Procurement by sealed bids is a procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.
- 4) **Proposals [2 C.F.R. Section 200.320 (b)(2)]** - **This method will generally be used to obtain professional services.** Procurement by proposal is a procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. This method has two sub-parts—the Request for Proposal and the Request for Qualifications.

Request for Proposals – Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered.

Request for Qualifications - The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of architectural/engineering professional services. It cannot be used to purchase other types of services though architectural/engineering firms that are a potential source to perform the proposed effort.

- 5) Non-Competitive Procurement [2 C.F.R. Section 200.320 (c)] – This method will only be used after approval from the Department of Economic Development. When requesting permission to use this method, the non-Federal entity will have to show that another method of procurement was not feasible because: it is the acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold, the item or service is only available from a single source; a public exigency or emergency for the requirement will not permit a delay from publicizing a competitive solicitation; or after a solicitation of a number of sources, competition is determined to be inadequate.
- B. The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals [**2 C.F.R. Section 200.324(a)**]. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used [**2 C.F.R. Section 200.324(d)**].
- C. The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of contract type; contractor selection or rejection; and the basis for the cost or price [**2 C.F.R. Section 200.318(i)**].
- D. The following contract provisions or conditions shall be included in all procurement contracts and subcontracts:
- General Administrative Provisions
- Effective date of the contract.
  - Names and addresses of the firm and the non-Federal entity.
  - Citation of the authority of the non-Federal entity under which the contract is entered into and the source of the funds.
  - Conditions and terms under which the contract may be terminated by either party for cause and for convenience and remedies for violation/breach of contract.

- Procedures for amending or revising the contract.
- Names of representatives of the non-Federal entity and contractor who will act as a liaison for administration of the contract.
- A clause prohibiting a transfer of any interest in the contract by the contractor.
- Provisions requiring the contractor to maintain records and furnish reports.

#### Scope of Services

- Detailed description of the extent and character of the work to be performed.
- Time for performance and completion of contract services, including project milestones, if any.
- Specification of materials or other services to be provided (i.e. maps, reports, etc.)

#### Method of Compensation

- Provisions for compensation for services including fee and or payment schedules and specification of maximum amount payable under the contract.

#### Federal Standard Provisions

- Compliance with Executive Order 11246, as amended (Required for service contractors only if the contractor has 50 or more employees and the contract is for more than \$50,000)
- Title VI of the Civil Rights Act of 1964 clause
- Section 109 of the Housing and Community Development Act of 1974 clause
- Section 3 of the Housing and Urban Development Act of 1968
- Access to Records/Maintenance of Records clause
- Age Discrimination Act of 1975, as amended
- Section 504 of the Rehabilitation Act of 1973, as amended
- Conflict of Interest 2 CFR §200.318
- When required, all construction contracts exceeding \$2,000 shall include provisions for compliance with the Davis-Bacon Act (DBA), the Contract Work Hours and Safety Standards Act (CWHSSA), The Copeland Act (Anti-Kickback Act) clause, and the Fair Labor Standards Act (FLSA) clause.

This Code of Conduct shall govern the performance of the elected or appointed officials or member of any board or commission employees or agents of the \_\_\_\_\_ engaged in the award and administration of contracts supported by Federal funds under the Community Development Block Grant.

- I. The provisions and requirements of the *Conflicts of Interest, at subpart (d)* of the Nebraska Political Accountability and Disclosure Act [such subpart (d) encompassing Sections 49-1493 through 49-14,104 of the Nebraska Revised Statutes], are incorporated in this Code of Conduct by this reference. The provisions and requirements of 2 C.F.R. Section 200.112 are also incorporated in this Code of Conduct by this reference. The requirements of these Nebraska state statutes and federal regulations will be adhered to, and in the event of a conflict in the requirements of any of such state and federal requirements, the stricter of any conflicting provisions will be adhered to.
- II. No employee, officer, or agent of the municipality may participate in the selection, or in the award or administration of a contract supported by Federal funds if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent; any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract [**2 C.F.R Section 200.318(c)(1)**].
- III. The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts [**2 C.F.R Section 200.318(c)(1)**].
- IV. Violations of this Code of Conduct will invoke penalties and sanctions consistent with applicable Federal and State laws.



308-632-4136  
2525 Circle Drive  
Scottsbluff, NE 69361

## AUTHORIZED INDIVIDUAL 1

Signature: \_\_\_\_\_

Printed Name: Jeanne McKerrigan

Title: Vice Mayor

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

## AUTHORIZED INDIVIDUAL 2

Signature: \_\_\_\_\_

Printed Name: Kimberley Wright

Title: City Clerk

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