

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

**Regular Meeting**  
**July 6, 2015**  
**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. 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) Approve the minutes of the June 15, 2015 Regular Meeting.
  - b) Approve the minutes of the June 23, 2015 Special Budget Workshop Meeting.
  - c) Set public hearing for July 20, 2015, 6:05 p.m. to consider a Class D Liquor License application for Ogallala Watering Hole, LLC dba Scottsbluff Watering Hole, 121 West 27th St., Scottsbluff, NE.
  - d) Set public hearing for July 20, 2015, 6:05 p.m. to consider a Class D Liquor License application for Western Travel Terminal, LLC dba Western Travel Terminal, 822 South Beltline Hwy, Scottsbluff, NE.
  - e) Set public hearing for July 20, 2015, 6:05 p.m. to consider a Class C Liquor License application for Racks Sports Bar LLC, dba Backaracks Bar & Grill.
  - f) Set public hearing for July 20, 2015, 6:05 p.m. to consider the Annexation of Gap Parcel of Five Oaks Subdivision, containing .06 acres, more or less in the NW ¼ of Section 14, Scotts Bluff Co.
  - g) Council to acknowledge a claim from Paul Hewett in the amount of \$1191.00 for tire damage from a pot hole and refer to the city's insurance carrier.
7. Claims:
  - a) Regular claims
8. Public Hearings:
  - a) Council to conduct a public hearing as advertised for this date to consider a

Zone Change of 17.11 acres, east 1/2 of the southwest 1/4 of Section 15, Scotts Bluff Co. (SE of Highway 26 and Highway 71 Overpass) from A (Agricultural) to C-3 (Heavy Commercial) and approve the Ordinance.

- b) Council to convene as the Community Development Agency
  - c) Community Development Agency to Recess.
  - d) City Council to Reconvene.
  - e) Council to conduct a Public Hearing as scheduled for this date at 6:05 p.m. to consider the Resolution and Redevelopment Plan for the Elite Health Development Project.
  - f) Council to take action on the Resolution and Redevelopment Plan
  - g) Community Development Agency to reconvene and take action on the Resolution concerning the Redevelopment Contract .
  - h) City Council to Reconvene.
9. Petitions, Communications, Public Input:
- a) Council to receive a report from Nebraska Public Power District on the Community Solar Project.
10. Subdivisions & Public Improvements:
- a) Council to consider a Memorandum of Contract for Developer's Agreement of Lots 1 and 2, Tract A, & 40th Street R-O-W, Block 9, Five Oaks Subdivision, Scotts Bluff County, Nebraska.
11. Reports from Staff, Boards & Commissions:
- a) Council to receive a report on the landfill study.
  - b) Council to consider the Amendment to the Contract for Public Improvements for AFR Holdings, LLC, Premier Subdivision and authorize the Mayor to execute the contract.
12. Resolution & Ordinances:
- a) Discuss Planning Commission Recommendation for proposed Ordinance amendment/additions to Residential Parking Requirements.
  - b) Council to consider a Resolution of Participation in the All-Hazard Mitigation Plan.
  - c) Council to consider a Resolution authorizing contractors to work extended hours during the summer months.
13. Executive Session
- a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
14. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person

15. Council reports (informational only):
16. Scottsbluff Youth Council Representative report (informational only):
17. Adjournment.

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Consent1**

**Approve the minutes of the June 15, 2015 Regular Meeting.**

**Staff Contact: Cindy Dickinson, City Clerk**



Regular Meeting  
June 15, 2015

The Scottsbluff City Council met in a regular meeting on Monday, June 15, 2015 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on June 12, 2015, 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 delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on June 12, 2015. An agenda kept continuously current was available for public inspection at the office of the city clerk at all times from publication of the notice to the time of the meeting.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger 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 address for the record. Mayor Meininger 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: Jordan Colwell, Randy Meininger, Liz Hilyard, Raymond Gonzales and Scott Shaver. Absent: None.

Mayor Meininger asked if there were any changes to the agenda. City Clerk Dickinson informed the Council that item #5 under Consent Agenda should include July 6, 2015 6:05 p.m. as the date and time for the zone change public hearing. Mayor Meininger asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none. Moved by Council Member Gonzales, seconded by Council Member Hilyard that,

1. "The minutes of the June 1, 2015 Regular Meeting be approved,"
2. "The June 29, 2015 Regular Council meeting be cancelled as two regular meetings will have already been held in the month of June,"
3. "A public hearing be set for July 6, 2015 at 6:05 p.m. to consider the Redevelopment Plan for the Elite Health Development and request for Tax Increment Financing,"
4. "The appointment of Melissa Schneider to the Business Improvement District be approved,"
5. "A public hearing be set for July 6, 2015 at 6:05 p.m. for zone change request for unplatted lands situated in the east half of the SW Quarter of Section 15, T22N, R55W of the 6<sup>th</sup> P.M. Scotts Bluff County, Nebraska, from A (agricultural) to C-3 (Heavy Commercial) 17.11 acres," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None.  
Absent: None.

Moved by Council Member Shaver, seconded by Council Member Hilyard, "that the following claims be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated June 15, 2015, as on file with the City Clerk and submitted to the City Council," "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

CLAIMS

ACTION COMMUNICATIONS INC.,DEPT SUPPLIES,1028.45; ADVERTISING SPECIALTIES LLC,UNIFORM PREP,111.5; AIR EVAC EMS, INC,MEMBERSHIP,55; AIRPORT DEVELOPMENT,LLC,TIF PAYMENT,16203.49; ALAMAR CORP,UNIFORMS,1434.43; ALLO COMMUNICATIONS,LLC,LOCAL TELEPHONE CHARGES,4921.4; ANGELA BLANCO,POL PAS,125; ANITA'S GREENSCAPING INC,BID CNTRCL SRVCS,755.55; ANNE DE LOS SANTOS,POL PAS,135; ASSURITY LIFE INSURANCE CO,LIFE INS,34.36; AUTOZONE STORES, INC,VEH MAINT,11.74; B & H INVESTMENTS, INC,DEPT SUPPLIES,281; BAKER & ASSOCIATES INC,CONTRACTUAL SVC,3102.65; BENJAMIN RODRIGUEZ III,STREET MAIN,2628; BLUFFS BROADCASTING,DEP SUP,300; BLUFFS SANITARY SUPPLY INC.,BLD MTC,1193.2; BRUCE ROLLS,UNF CTH,1000.49; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVCS,315.01; CARR- TRUMBULL LUMBER CO, INC.,SUPP,58.16; CASH WA DISTRIBUTING,CON SUP,306.56; CECEILIA GUTIERREZ,LIC PMT,40; CELLCO PARTNERSHIP,MONHTLY CELL PHONES,512.74; CEMENTER'S INC,CONCRETE,1168.57; CHRIS REYES,DEPT SUPP,435.92; CITIBANK N.A.,DEPT SUP,956.78; CITIBANK, N.A.,BLD MTC,27; CITY OF GERING,DISPOSAL FEES,44768.88; CITY OF GERING,ECO DEV,32.5; CLARK PRINTING LLC,SERVICE REPAIR ORDERS,319.2; COMPUTER CONNECTION INC,DEPT SUP,299.84; CONTRACTORS MATERIALS INC.,DEPT SUP,502.17; COPIER CONNECTION,DEPT SUP & MNTNC,208.54; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACH,191.4; CYNTHIA GREEN,DEPT SUPPL,123.84; DALE'S TIRE & RETREADING, INC.,VEHICLE MTNC,1389.9; DANKO EMERGENCY EQUIPMENT COMPANY,UNIFORMS,336; DIAMONDBACK ENGINEERING & SURVEYING, INC,CONTRACT,6300; DON KELLER,TREE REBATE,99.98; DUANE E. WOHLERS,DISPOSAL FEES,1600; EBSCO INDUSTRIES, INC,DEP SUP,995; ELLIOTT EQUIPMENT COMPANY INC.,DEPT SUPPLIES,7400; ENERGY LABORATORIES, INC,CONTRACTUAL SVC,2532; ESQUIO RIOS JR,CON SRV,288; FBM HOLDINGS, LLC,SUBSCRIPTION,479; FEDERAL EXPRESS CORPORATION,POSTAGE,167.89; FELSBURG HOLT & ULLEVIG, INC,CONTRACTUAL SVC,674.76; FLOYD'S TRUCK CENTER, INC,VEHICLE MTNC,4691.81; FYR-TEK INC,4 PAILS OF FOAM,694.62; GALE/CENGAGE LEARNING,DEP SUP,1522.5; GENERAL ELECTRIC CAPITAL CORPORATION,INVEST/DEPT SUPPL,758.7; GILBERT CARRIZALES,CON SRV,270; H D SUPPLY WATERWORKS LTD,METERS,759.6; HAROLD STEWART,POL PAS,125; HAWKINS, INC.,CHEMICALS,2977.5; HD SUPPLY FACILITIES MAINTENANCE LTD,DEPT SUP,844.28; HEILBRUN'S INC.,VEH MAINT,1268.4; HELENA CHEMICAL COMPANY,CONTRACTUAL SVC,4816.1; HIGH PLAINS SCUBA,SHIPPING FEES,67.15; HOA SOLUTIONS, INC,EQUIP MAINT,172.5; HOLIDAY INN - MID TOWN,SCHOOLS & CONF,415; HULLINGER GLASS & LOCKS INC.,BUILD. MAIN - REPLACE GLASS,217.13; HYDROTEX PARTNERS, LTD,OIL & PARTS CLEANER,1306.08; ICMA RETIREMENT TRUST-457,DEF COMP,1325.14; IDEAL LAUNDRY AND CLEANERS, INC.,JAN SUP,1842.33; INDEPENDENT PLUMBING AND HEATING, INC,EQP MTC,1242.75; INGRAM LIBRARY SERVICES INC,BKS,277.39; INTERNAL REVENUE SERVICE,W/H TAXES,66652.9; INTERNATIONAL ASSOCIATION OF PLUMBING & MECHANICAL OFFICIALS,DEPT MMBRSHIP,150; ISOM, JOHN,UNIFORM & CLOTHING,125; J G ELLIOTT CO.INC.,NOTARY BLANKET E&O,325; J. R. BRICE,TREE REBATE,119.98; JEROLD E. HIGEL,ELECT. MAIN. - TRAFFIC CONTR. & TRAFFIC SIGNAL SER,1897.5; JOHN DEERE FINANCIAL,DEP SUP,45.98; JOHN DEERE FINANCIAL,DEP SUP,97.73; JOHN DEERE FINANCIAL,EQP MTC,22.41; JON MAAG,LIC PER,40; JONATHAN BAKER,POL PAS,150; JOSHUA JAMES BENZ,EQP MTC,1032.5; JUDY JOHN,LIC PER,40; KIRK BERNHARDT,CON

SRV,126; KRIZ-DAVIS COMPANY,ELECTRICAL MAINT,580; KUHLMAN, BOBBI,SCHOOLS & CONF,174; KUNZ, MATT,POL PAS,125; LEAGUE ASSOCIATION OF RISK MANAGEMENT,DEDUCTIBLE REIMBURSEMENT,1734.36; LEXISNEXIS RISK DATA MANAGMENT INC,CONSULTING,100; M.C. SCHAFF & ASSOCIATES, INC,DEPT CNTRCL SRVCS,1690; MADISON NATIONAL LIFE,LIFE & DIS INS,1766.88; MARK SHIELDS,POOL PASS REFUND,125; MATHESON TRI-GAS INC,SUPP - WELD. ROD,37.53; MATTHEW M. HUTT,CONTRACT SERVICES,450; M-B CO, INC,CUTTER SET FOR PAVE MARKING ERASER,327; MENARDS, INC,DEP SUP,826.13; MIDLANDS NEWSPAPERS, INC,LEGAL PUBLISHING,2571.51; MIDWEST FARM SERVICE-ALLIANCE,EQP MTC,112.92; MIDWEST MOTOR SUPPLY CO INC,SUPP,671.41; MIKE WARREN,PARTS FOR OIL PUMP - GAUGE,56.18; MIZE, ROBERT,UNIFORMS & CLOTHING,125; MONUMENT CAR WASH INC,VEH MAINT,361.22; MONUMENT PREVENTION COALITION,CONTRACTUAL,939.94; NATHAN JOHNSON,SCHOOLS/CONF,695; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1814.68; NE COLORADO CELLULAR, INC,CONTRACTUAL SVC,32.33; NE DEPT OF REVENUE,W/H TAXES,18171.53; NE LAW ENFORCEMENT TRAINING CENTER,SCHOOLS & CONF,20; NEBRASKA INTERACTIVE, LLC,DRIVERS LICENSE RECORDS,12; NEBRASKA PUBLIC POWER DISTRICT,ELECTRIC,39889.74; NEBRASKALAND TIRE, INC,VEH MAINT,625.61; NEMNICH AUTOMOTIVE,ALIGNMENT ON PICKUP,1197.74; NEOPOST,POSTAGE,1000; NETWORKFLEET, INC,SUPP - GPS SERVICE,18.95; NEWMAN, TIMOTHY,SCHOOLS & CONF,279; NORMAN OTT,TREE REBATE,99.98; NORTHERN LAKE SERVICE, INC,SAMPLES,2912; NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF,GRD MTC,25.68; NWEA,SCHOOLS & CONF,60; OCLC ONLINE COMPUTER LIBRARY CENTER, INC,CONT. SRVCS,300.85; ONE CALL CONCEPTS, INC,CONTRACT,143.85; OREGON TRAIL COMMUNITY FOUNDATION, INC,DEPT SCHL & CONF,15; OREGON TRAIL PLUMBING, HEATING & COOLING INC,EQP MTC,787; PANHANDLE COOPERATIVE ASSOCIATION,GASOLINE,17018.78; PANHANDLE ENVIRONMENTAL SERVICES INC,SAMPLES,126; PAUL REED CONSTRUCTION & SUPPLY, INC,CRUSHED CONCRETE FOR ALLEYS,889.84; PEPSI COLA OF WESTERN NEBRASKA, LLC,CON SUP,121; PLATTE VALLEY BANK,HSA,13425.23; POSTMASTER,POSTAGE,639.15; POWERPLAN,EQUIP MTNC,558.59; QUILL CORPORATION,DEPT SUPPL,605.12; RAILROAD MANAGEMENT CO III, LLC,RENT - LAND,160.78; REGIONAL CARE INC,MED CLMS,14494.59; REGIONAL WEST MEDICAL CENTER,VACCINATION TESTS - FIVE STAFF,2083.5; REGISTER OF DEEDS,DEPT SUP,60; RICHARD P CASTILLO,CON SRV,162; ROB KIESEL,SCHOOLS & CONF,159; RS VENTURES LLC,VEH MAINT,1520.83; S M E C,EMP DEDUCTIONS,238; SANDBERG IMPLEMENT, INC,EQP MTC,1490.61; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,210; SCOTTS BLUFF COUNTY COURT,LEGAL FEES,417; SCOTTSBLUFF BODY & PAINT,TOW SERVICE,640; SCOTTSBLUFF LANDSCAPING INC,GRD MTC,425; SCOTTSBLUFF POLICE OFFICERS ASSOCIATION,POLICE EE DUES,600; SCOTTSBLUFF SCREEN PRINTING,UNF CTH,50; SCREENVISION,CONTRACTUAL SVC,136; SHRADDHA, LLC,FIRE SCHOOL ROOM - MCDOWELL,704.7; SIMON CONTRACTORS,CONCRETE,7037; SNELL SERVICES INC.,GRD MTC,180.11; SOURCE GAS,MONTHLY ENERGY FUEL,3306.37; STEVE W. HODGES,CON SRV,288; TEACHERS' CORNER,DEP SUP,8.24; THE CHICAGO LUMBER COMPANY OF OMAHA INC,DEPT SUPPLIES,10.8; THOMAS P MILLER & ASSOCIATES, LLC,CONTRACT,19937.78; TOMMY'S JOHNNYS INC,CON SRV,1305; TOYOTA MOTOR CREDIT CORPORATION,HIDTA CAR LEASE,383.99; TRANS IOWA EQUIPMENT

LLC,PAYMENT ON ROTARY SNOW BLOWER,2500; UNIQUE MANAGEMENT SERVICES, INC,CONT. SRVCS,232.7; UPSTART ENTERPRISES, LLC,DEPT SUPPL,77.38; US BANK,BOND INT,2732.5; US BANK,FIRE SCHOOL REGISTRATION,1234.22; VAN DIEST SUPPLY COMPANY,BIOMIST - MOS. SPRAY,1022.25; W & R INC,ELECTRICAL MAINT,2772.47; WELLS FARGO BANK, N.A.,RETIREMENT,30165.65; WESTERN PATHOLOGY CONSULTANTS, INC,CONTRACT SERVICES,242; WESTERN TRAVEL TERMINAL, LLC,VEH MAINT,13; YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE,FITNESS PRGRM,2115; REFUNDS: JUAN VENZOR 31.93; RACHEL BIRTLES 1.96; AUSTIN WELLER 58.19; KIMBERLY WILLIAMS 38.11; ALANDA KILDOW 82.48; JONATHAN RAMIREZ 6.06; JOSE GAYTAN 1.96.

Assistant City Manager Johnson explained the payment for engineering services to Baker and Associates for work done for Paving District #311. Moved by Mayor Meininger, seconded by Council Member Shaver, "to approve the request for payment of claim by warrant for Paving District #311, Five Oaks Street Improvements in the amount of \$1,579.05 and approve Resolution No. 15-06-02, "YEAS", Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

RESOLUTION NO. 15-06-02

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

That the claim of Baker & Assoc, Inc. in the amount of \$1,579.05, being the second pay estimate for Paving District #311, is approved and the City Clerk is authorized to issue a warrant for the payment of such claim.

Passed and approved this 15th day of June, 2015.

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Mayor

ATTEST:

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City Clerk

"seal"

Mr. Johnson explained the change order with Simon Contractors for work on Avenue B. We are in an interlocal agreement with Scotts Bluff County for mill and overlay of 21<sup>st</sup> Ave. Simons is willing to honor the same unit price for the Avenue B project which will eliminate the mobilization cost and bond cost. The condition of Avenue B is quickly declining and in need of mill and overlay. Moved by Council Member Hilyard, seconded by Council Member Colwell, "to approve a change order in the amount of \$48,299.00 with Simon Contractors to mill and overlay Avenue B from 31<sup>st</sup> Street to 33rd Street," Gonzales, Colwell, Meininger, Shaver and Hilyard. "NAYS" None. Absent: None.

Council Member Hilyard presented the Western Nebraska Economic Development Agreement. She explained that the agreement provides for a small fee from each of the members to provide a place at the table. Once there are projects needing funding, the committee will ask for funding. Each project will require different funding amounts depending on the nature of each project, which each Council will consider. The initial fee is set at \$50.00 for each participant. Moved by Mayor Meininger, seconded by

Council Member Colwell, “to approve the \$50.00 fee to be a participant in the Western Nebraska Economic Development group and approve the Inter-Local Agreement,” Gonzales, Colwell, Meininger, Shaver and Hilyard. “NAYS” None. Absent: None.

Moved by Council Member Meininger, seconded by Council Member Shaver, “to remove from the table the items dealing with the Five Oaks Subdivision, tabled at the May 18, 2015 Meeting,” Gonzales, Colwell, Meininger, Shaver and Hilyard. “NAYS” None. Absent: None.

City Planner Annie Folck presented the Ordinance to Vacate Block Nine, Five Oaks Subdivision. She explained that the property owners would like to add more property to the east of their development. The vacate will clean things up so the property can be platted properly. Mayor Meininger introduced Ordinance No. 4163 which was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, VACATING BLOCK 9, FIVE OAKS SUBDIVISION, CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA SITUATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6<sup>TH</sup> P.M., IN SCOTTS BLUFF COUNTY, NEBRASKA.**

Moved by Mayor Meininger, seconded by Council Member Shaver, “that the statutory rule requiring the Ordinance to be read by title on three different days be suspended,” “YEAS”, Colwell, Meininger, Gonzales, Shaver and Hilyard, “NAYS”: None, Absent: None.

The motion carried having been approved by three-fourths of the Council Members. Moved by Mayor Meininger, seconded by Council Member Shaver, “that Ordinance No. 4163 be adopted,” “YEAS”, Colwell, Meininger, Gonzales, Shaver and Hilyard, “NAYS”: None, Absent: None.

Ms. Folck explained the Five Oaks Subdivision Revised Preliminary Plat, which showed the reconfiguration of 40<sup>th</sup> Street and elimination of the previous street. Moved by Council Member Gonzales, seconded by Council Member Hilyard, “to approve the Revised Preliminary Plat for Five Oaks Subdivision,” “YEAS”, Colwell, Meininger, Gonzales, Shaver and Hilyard, “NAYS”: None, Absent: None.

City Planner Folck presented the developer’s agreement for Five Oaks, explaining that the developer is responsible for payment of the improvements to the property. The agreement only addresses 40<sup>th</sup> street, as there is already water and sewer in this development.

The Developer’s Agreement is different than previous agreements. Instead of providing a timeline for when the street would go in, it is tied to when the property is developed. Before a building permit can be issued for properties that front onto the future 40<sup>th</sup> Street, the property owners must be able to show that an agreement with a contractor for the construction of 40<sup>th</sup> Street has been signed, and the street must be completed before a certificate of occupancy could be issued.

Moved by Council Member Shaver, seconded by Council Member Hilyard, “to approve the Developer’s Agreement for the Five Oaks Subdivision and authorize the Mayor to execute the Agreement,” “YEAS”, Colwell, Meininger, Gonzales, Shaver and Hilyard, “NAYS”: None, Absent: None.

Regarding the Final Plat for Five Oaks Subdivision, Ms. Folck noted that the proposed right of way along 42<sup>nd</sup> street is less than required by code. The code does allow the Planning Commission to approve a lesser right of way, which they did at their May 11, 2015 meeting.

The developers felt it would adversely affect their development to have a 50 foot easement. A 40 foot easement will still allow for three lanes in the future. Moved by Council Member Shaver, seconded by Council Member Gonzales, “to approve the Proposed Final Plat for Lots 1 and 2, Block 9, Five Oaks Subdivision, situated in the NW 1/4 of Section 14, T22N, R55W of the 6th P.M., Scotts Bluff County, Nebraska and approve Resolution No. 15-06-03,” “YEAS”, Colwell, Meininger, Gonzales, Shaver and Hilyard, “NAYS”: None, Absent: None.

#### RESOLUTION NO. 15-06-03

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

That the final plat of Lots 1 and 2, Tract A, and 40<sup>th</sup> Street Right of Way, Block 9, Five Oaks Subdivision City of Scottsbluff, Scotts Bluff County, NE, situated in the NW ¼ of Section 14, T22N, R55W of the 6th P.M., City of Scottsbluff, Scotts Bluff County, NE dated June 11, 2015, duly made, acknowledged and certified, is approved. Such Plat is ordered filed and recorded in the office of the Register of Deeds, Scotts Bluff County, Nebraska.

Passed and approved this 15th day of June 2015.

\_\_\_\_\_  
Mayor

Attest:

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

SEAL

Daniel Bennett, Panhandle Area Development District, gave the Council a report on the Housing Demographic portion of the Comprehensive Development Plan.

Assistant City Manager Johnson presented the three year service agreement with Protex Central for fire alarms at city hall. Moved by Council Member Hilyard, seconded by Council Member Shaver, "to approve the Annual Service Agreement in the Amount of \$198.00 per year with Protex Central for fire alarms at city hall and authorize the Mayor to execute the Agreement," "YEAS", Colwell, Meininger, Gonzales, Shaver and Hilyard, "NAYS": None, Absent: None.

Mr. Johnson presented a letter for Council to consider regarding the Avenue I project. He explained that for the past 14 months city staff has been dealing with the Ave. I project, which is still not completed. There is a concern that federal funding may be compromised due to the length of the project. Staff is recommending putting the engineers on notice to finalize the uncompleted work. Moved by Council Member Colwell, seconded by Council Member Hilyard, "to authorize the Mayor to sign a letter of notice to Baker and Associates regarding the request to complete the Avenue I project," "YEAS", Colwell, Meininger, Gonzales, Shaver and Hilyard, "NAYS": None, Absent: None.

Mr. Johnson presented the Ordinance regarding the Fair Housing Commission duties. As directed at the last meeting, this item was referred to the Planning Commission for consideration of assuming the Fair Housing Commission duties. The Planning Commission accepted the terms of these duties and would like additional education regarding the responsibilities of the Fair Housing Commission. Mayor Meininger introduced Ordinance No. 4164 which was read by title on first reading: **AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA AMENDING THE MUNICIPAL CODE AT CHAPTER 6, ARTICLE 2, SECTION 101 DEALING WITH THE ESTABLISHMENT, MEMBERSHIP, AND TERMS OF THE FAIR HOUSING COMMISSION OF THE CITY OF SCOTTSBLUFF, NEBRASKA; REPEALING THE MUNICIPAL CODE AT CHAPTER 6, ARTICLE 2, SECTION 102 DEALING WITH DUTIES OF THE FAIR HOUSING COMMISSION OF THE CITY OF SCOTTSBLUFF, NEBRASKA; AMENDING THE MUNICIPAL CODE AT CHAPTER 6, ARTICLE 2, SECTION 116 DEALING WITH THE ESTABLISHMENT AND DUTIES OF THE PLANNING COMMISSION OF THE CITY OF SCOTTSBLUFF, NEBRASKA; REPEALING PRIOR SECTIONS INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.**

Moved by Mayor Meininger, seconded by Council Member Gonzales, “that the statutory rule requiring the Ordinance to be read by title on three different days be suspended,” “YEAS”, Colwell, Meininger, Gonzales, and Hilyard, “NAYS”: Shaver, Absent: None.

The motion carried having been approved by three-fourths of the Council Members. Moved by Mayor Meininger, seconded by Council Member Gonzales, “that Ordinance No. 4164 be adopted,” “YEAS”, Colwell, Meininger, Gonzales, and Hilyard, “NAYS”: Shaver, Absent: None.

Moved by Council Member Colwell, seconded by Mayor Meininger, “to adjourn the meeting at 6:43 p.m.,” “YEAS”, Colwell, Gonzales, Meininger, Hilyard and Shaver, “NAYS”, None. Absent: None.

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Mayor

Attest:

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City Clerk  
Seal

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Consent2**

**Approve the minutes of the June 23, 2015 Special Budget Workshop Meeting.**

**Staff Contact: Cindy Dickinson, City Clerk**



Special Budget Workshop Meeting  
June 23, 2015

The Scottsbluff City Council met in a Special Budget Workshop Meeting on Tuesday, June 23, 2015 at 8:00 a.m. at the Platte Valley Professional Center, 1110 Circle Drive, Suite 200, Scottsbluff, NE. A notice of the meeting had been published on June 19, 2015, in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the council meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on June 19, 2015. An agenda kept continuously current was available for public inspection at the office of the city clerk at all times from publication of the notice to the time of the meeting.

Mayor Randy Meininger presided and City Clerk Dickinson recorded the proceedings. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting. Mayor Meininger informed those in attendance that a copy of the Nebraska Open Meetings Act was available for the public's review. The following Council Members were present: Raymond Gonzales, Jordan Colwell, Randy Meininger, Liz Hilyard and Scott Shaver (arrived at 8:07 a.m.). Absent: None.

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

City Manager Kuckkahn expressed his appreciation to Finance Director Griffiths and Assistant City Manager Johnson for all of their work preparing the 2015/2016 Budget. The City's revenue projections seem to be better than anticipated. We will provide the 10 year revenue projection at a later date as staff is working on some adjustments.

The proposed budget for all funds includes a 1.2% Cost of Living Adjustment (COLA) based on the Consumer Price Index (CPI), and merit increases. Staff did not make adjustments to include a minimum wage increase, as it is not required by state law for municipalities. Health insurance estimates increased by 5%. Property and liability insurance was based on the FY 15 budget and will be increased by approximately 8-10%.

Some changes will include the recycling service as the city will charge everyone the same rate, so customers won't have to pay more to recycle, which will hopefully encourage more residents to recycle. The city will own the yard waste containers and will distribute them to residents as they need them to increase the amount of yard waste collected. This will also increase the amount of compost available for use throughout the city.

The total proposed monthly increase for utilities will be \$2.65; this is broken down by department - Environmental Services \$2.29; Stormwater \$.25; and Water \$.11. Many of these increases are tied to recycling. We have an environmental commitment and want our community to become greener. Mr. Kuckkahn expressed a desire to possibly increase the Stormwater rate by another \$.25 to accelerate the stormwater project. Mayor Meininger explained that many years ago, the Scottsbluff Drain was covered and houses were built over it. Eventually, we would like to acquire these properties and open the drain. Mr. Johnson explained that we have a tunnel and when the water builds up and goes through the tunnel, it causes flooding issues. If it were opened up, it would eliminate the back-up problems. This fund will build over the years so we can complete this project.

Council discussed funding outside agencies. Many of the agencies have been funded at the same level for many years. Council would like a complete list of all outside agencies and details explaining what the agencies do with the funding.

Mr. Kuckkahn reviewed the individual department budgets, which showed the COLA increase for all employees. Finance Director Griffiths commented that we will look at another wage survey after there is more information regarding the requirements of minimum wage.

There are no increases to department budgets for this year. Changes include the \$45,000 that was removed for salaries at the Splash pool and the \$50,000 annual payment to the Scottsbluff School District for the Splash. An addition of \$202,000 has been added for the Scottsbluff School District contractual agreement to assist with the repairs of the Splash locker room up to \$202,000.

Council asked what we can do in the future to make sure the general fund reserve doesn't deplete. Mr. Kuckkahn suggested considering the lodging tax again, which was not adopted during the last budget cycle. This should go directly to the general fund for quality of life assistance. Council Member Hilyard also asked about the possibility of adding a restaurant tax along with the lodging tax.

Mayor Meininger informed staff and the Council that we may need to address the issue of returning sales tax revenues to the state if the packing plant does locate in our area. The packing plant company will most likely apply for Advantage and Super Advantage funds, which allows the state to pull sales tax from the city where supplies for the plant are purchased. The city then has one year to provide these funds to the state. It's important that we are aware of this possibility and prepare for it.

Another resource available to the city for additional revenue, is to increase the amount we transfer from the Enterprise Fund to the General Fund. This is a policy decision and Council would need to decide if they want to take funds from a rate structure to support the General Fund. Council Member Hilyard commented that we can justify this type of policy because we are providing services to the citizens. Our goal is not to make money, but to provide services.

It was the consensus of the Council to re-visit the occupation tax and restaurant tax and asked staff to provide information about other Nebraska communities collecting these taxes, what rate, and what are they doing with the additional revenue. Additional essential information will be a legal opinion regarding the maximum amount from each source that can be collected before a vote is required. An educational presentation will need to be provided to the public regarding this tax.

Mayor Meininger summarized that no amounts from the occupation/restaurant tax would be added into the 2015-16 budget; staff will prepare numbers based on a 1, 2, and 3% tax to see what they look like; and staff will research the enterprise fund regarding the maximum amount that can be transferred to the general fund.

Council also discussed the possibility of outsourcing some of our city services to smaller communities in our area.

Mr. Johnson reviewed the KENO fund requests. The KENO fund has 40% of the total amount available to department projects that qualify, approximately \$78,000.00. Staff is recommending funding the Fire Prevention Education Trailer improvements; Spanish Collection at the Library; Sand Volley Ball courts at Northwood Park; new movie screen for Movies in the Park; and a basketball court at Bea Lovell Park. Items not recommended for funding were special events; fireworks and electronic directory for the cemetery (staff will request a resubmittal of the directory with no electronics).

Capital projects recommended by staff included two wide area mowers and a new pickup for the Parks Department for a total expense of \$115,000.

Mr. Kuckkahn explained that the Debt Service Fund is very healthy and will be even better in 2023 when the 2015 Lease Rental Revenue and Refunding and Highway Allocation Fund Pledge Bonds are paid off. The 2015 Bond fund was used for the purchase of the properties for the downtown plaza

project. Staff will continue to get input and apply for grants for this project, which will be phased over the years.

Regarding the Environmental Services budget, Assistant City Manager Johnson reported that 10% was added to this budget for the compost facility; \$21,600 for single stream recycle containers and \$100,000 for yard waste containers. Council Member Gonzales asked staff to report on the amount of recycle tonnage we have saved from going to the landfill as a result of our recycling program.

City Manager Kuckkahn reported on the Stormwater Fund, which includes a \$163,459 surcharge revenue for the purchase and demolition of homes located on the Scottsbluff Drain. Mr. Kuckkahn asked Council for consideration of an increase of the Stormwater rate to \$1.00 total to build the funds for the drain project. Council wants to stay at \$.75 for now. Council Member Gonzales asked if it would be possible to re-route the drain. Staff will discuss this option with the engineers and report back to Council.

Assistant City Manager Johnson reported that no General Fund CIP requests would be approved because of limited funding. There was some discussion regarding the Fire Department request for a Mobile Data Program, which can be purchased with funds from the Mutual Fire Organization (MFO), however, staff is recommending not moving forward with this purchase because of the \$3,000 annual maintenance fee, which most likely is not covered by MFO funding.

Staff is recommending approval of the Enterprise Fund CIP requests, including the \$4,405,000 of LB 840 funds plus \$220,000 from the Wastewater budget for the utility infrastructure study.

Regarding the entire city budget, Mr. Kuckkahn commented that we have a very conservative budget and are way under our lid amount of tax asking, thanks to our fiscally responsible City Council.

Moved by Council Member Shaver, seconded by Council Member Hilyard, "to adjourn the meeting at 11:55 a.m.," "YEAS", Colwell, Meininger, Shaver, Gonzales, and Hilyard, "NAYS": None. Absent: None.

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Mayor

Attest:

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City Clerk

"Seal"

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Consent3**

**Set public hearing for July 20, 2015, 6:05 p.m. to consider a Class D Liquor License application for Ogallala Watering Hole, LLC dba Scottsbluff Watering Hole, 121 West 27th St., Scottsbluff, NE.**

**Staff Contact: Cindy Dickinson, City Clerk**

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Consent4**

**Set public hearing for July 20, 2015, 6:05 p.m. to consider a Class D Liquor License application for Western Travel Terminal, LLC dba Western Travel Terminal, 822 South Beltline Hwy, Scottsbluff, NE.**

**Staff Contact: Cindy Dickinson, City Clerk**

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Consent5**

**Set public hearing for July 20, 2015, 6:05 p.m. to consider a Class C Liquor License application for Racks Sports Bar LLC, dba Backaracks Bar & Grill.**

**Staff Contact: Cindy Dickinson, City Clerk**

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Consent6**

**Set public hearing for July 20, 2015, 6:05 p.m. to consider the Annexation of Gap Parcel of Five Oaks Subdivision, containing .06 acres, more or less in the NW ¼ of Section 14, Scotts Bluff Co.**

**Staff Contact: Annie Urdiales, Planning Administrator**

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Consent7**

**Council to acknowledge a claim from Paul Hewett in the amount of \$1191.00 for tire damage from a pot hole and refer to the city's insurance carrier.**

**Staff Contact: Cindy Dickinson, City Clerk**



West bank -  
with side of

Stefano David  
O'Brien

1101 Ave L  
Scottsbluff Neb.  
phone 308-765-2626

Contact information

I'm writing this letter to you because  
I was driving home from work Monday night  
6-15-15. I got on South Beltline and there  
was a board lying in the road went to  
miss the board cause at first didn't know  
what it was and hit a big pothole  
with my car and caused damage to it.  
I was hoping we could settle with something  
instead of going to court. There was  
no warning signs that there was damage on  
the side of the road. I enclosed what it's  
gonna cost for the damage & car rental

Dear Cindy



RECEIVED JUN 18 2015

## Cindy Dickinson

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**From:** Brett Bewley  
**Sent:** Thursday, June 18, 2015 2:15 PM  
**To:** Cindy Dickinson  
**Subject:** Fwd: Pothole

I responded to the location of cell is cycle center because he said it was by the Yamaha store. I was there approximately 145-200 found no wood and pothole that would cause damage.

Thanks

Brett

Begin forwarded message:

**From:** Terri Rose <[trose@scottsbluff.org](mailto:trose@scottsbluff.org)>  
**Date:** June 16, 2015 at 1:26:29 PM MDT  
**To:** Brett Bewley <[bbewley@scottsbluff.org](mailto:bbewley@scottsbluff.org)>  
**Subject:** Pothole

Brett – a guy called about a pothole on the S. Beltline by Celli's ..he said he swerved to avoid some wood and hit the pothole – damaged his vehicle. I told him to file a claim at City Hall...Thanks, T

© ENTERPRISE RENT-A-CAR COMPANY OF MONTA



# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Claims1**

### **Regular claims**

**Staff Contact: Renae Griffiths, Finance Director**



# Expense Approval Report

By Vendor Name

Post Dates 6/16/2015 - 7/6/2015

| Description (Payable)                                   | Account Name          | (None) | (None) | (None) | Amount          |
|---|-----------------------|--------|--------|--------|-----------------|
| <b>Vendor: 08144 - AE SERVICES, LLC</b>                 |                       |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                              |                       |        |        |        |                 |
| EQP MTC   | EQUIPMENT MAINTENANCE |        |        |        | 218.92          |
| GRD MTC   | GROUNDS MAINTENANCE   |        |        |        | 231.25          |
| <b>Fund 111 - GENERAL Total:</b>                        |                       |        |        |        | <b>450.17</b>   |
| <b>Vendor 08144 - AE SERVICES, LLC Total:</b>           |                       |        |        |        | <b>450.17</b>   |
| <b>Vendor: 00310 - ALAMAR CORP</b>                      |                       |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                              |                       |        |        |        |                 |
| uniform patches   | UNIFORMS & CLOTHING   |        |        |        | 30.13           |
| EQUIP MAINT   | EQUIPMENT MAINTENANCE |        |        |        | 110.97          |
| UNIFORMS  | UNIFORMS & CLOTHING   |        |        |        | 319.20          |
| UNIFORMS  | UNIFORMS & CLOTHING   |        |        |        | 107.93          |
| <b>Fund 111 - GENERAL Total:</b>                        |                       |        |        |        | <b>568.23</b>   |
| <b>Vendor 00310 - ALAMAR CORP Total:</b>                |                       |        |        |        | <b>568.23</b>   |
| <b>Vendor: 09492 - ALTEC INDUSTRIES INC</b>             |                       |        |        |        |                 |
| <b>Fund: 212 - TRANSPORTATION</b>                       |                       |        |        |        |                 |
| BUCKET TRUCK INSPECTION                                 | VEHICLE MAINTENANCE   |        |        |        | 3,389.87        |
| <b>Fund 212 - TRANSPORTATION Total:</b>                 |                       |        |        |        | <b>3,389.87</b> |
| <b>Vendor 09492 - ALTEC INDUSTRIES INC Total:</b>       |                       |        |        |        | <b>3,389.87</b> |
| <b>Vendor: 03711 - AMAZON.COM HEADQUARTERS</b>          |                       |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                              |                       |        |        |        |                 |
| Dep sup   | DEPARTMENT SUPPLIES   |        |        |        | 987.65          |
| <b>Fund 111 - GENERAL Total:</b>                        |                       |        |        |        | <b>987.65</b>   |
| <b>Vendor 03711 - AMAZON.COM HEADQUARTERS Total:</b>    |                       |        |        |        | <b>987.65</b>   |
| <b>Vendor: 09349 - ANDREW HAYWARD</b>                   |                       |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                              |                       |        |        |        |                 |
| CON SRV   | CONTRACTUAL SERVICES  |        |        |        | 800.00          |
| <b>Fund 111 - GENERAL Total:</b>                        |                       |        |        |        | <b>800.00</b>   |
| <b>Vendor 09349 - ANDREW HAYWARD Total:</b>             |                       |        |        |        | <b>800.00</b>   |
| <b>Vendor: 05044 - ASSOCIATED SUPPLY CO, INC</b>        |                       |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                              |                       |        |        |        |                 |
| BLD MTC   | BUILDING MAINTENANCE  |        |        |        | 2,555.20        |
| <b>Fund 111 - GENERAL Total:</b>                        |                       |        |        |        | <b>2,555.20</b> |
| <b>Vendor 05044 - ASSOCIATED SUPPLY CO, INC Total:</b>  |                       |        |        |        | <b>2,555.20</b> |
| <b>Vendor: 06781 - ASSURITY LIFE INSURANCE CO</b>       |                       |        |        |        |                 |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>           |                       |        |        |        |                 |
| LIFE INS  | LIFE INS EE PAYABLE   |        |        |        | 34.36           |
| <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>     |                       |        |        |        | <b>34.36</b>    |
| <b>Vendor 06781 - ASSURITY LIFE INSURANCE CO Total:</b> |                       |        |        |        | <b>34.36</b>    |
| <b>Vendor: 00295 - B &amp; H INVESTMENTS, INC</b>       |                       |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                              |                       |        |        |        |                 |
| BLDG MAINT  | BUILDING MAINTENANCE  |        |        |        | 9.75            |
| BLDG MAINT  | BUILDING MAINTENANCE  |        |        |        | 9.75            |
| dept supplies   | DEPARTMENT SUPPLIES   |        |        |        | 36.50           |
| BLDG MAINT  | BUILDING MAINTENANCE  |        |        |        | 9.75            |
| BLDG MAINT  | BUILDING MAINTENANCE  |        |        |        | 9.75            |
| Dep sup   | DEPARTMENT SUPPLIES   |        |        |        | 45.00           |
| <b>Fund 111 - GENERAL Total:</b>                        |                       |        |        |        | <b>120.50</b>   |

## Expense Approval Report

Post Dates: 6/16/2015 - 7/6/2015

| Description (Payable)                                     | Account Name         | (None) | (None) | (None) | Amount          |
|---|----------------------|--------|--------|--------|-----------------|
| <b>Fund: 212 - TRANSPORTATION</b>                         |                      |        |        |        |                 |
| SUPP  | DEPARTMENT SUPPLIES  |        |        |        | 35.75           |
| <b>Fund 212 - TRANSPORTATION Total:</b>                   |                      |        |        |        | <b>35.75</b>    |
| <b>Vendor 00295 - B &amp; H INVESTMENTS, INC Total:</b>   |                      |        |        |        | <b>156.25</b>   |
| <b>Vendor: 09529 - BARBER MICHAEL</b>                     |                      |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                |                      |        |        |        |                 |
| CMP FEE   | CAMPGROUND FEES      |        |        |        | 20.00           |
| <b>Fund 111 - GENERAL Total:</b>                          |                      |        |        |        | <b>20.00</b>    |
| <b>Vendor 09529 - BARBER MICHAEL Total:</b>               |                      |        |        |        | <b>20.00</b>    |
| <b>Vendor: 00538 - BARCO MUNICIPAL PRODUCTS INC</b>       |                      |        |        |        |                 |
| <b>Fund: 212 - TRANSPORTATION</b>                         |                      |        |        |        |                 |
| SIGN MATERIAL   | DEPARTMENT SUPPLIES  |        |        |        | 2,926.60        |
| <b>Fund 212 - TRANSPORTATION Total:</b>                   |                      |        |        |        | <b>2,926.60</b> |
| <b>Vendor 00538 - BARCO MUNICIPAL PRODUCTS INC Total:</b> |                      |        |        |        | <b>2,926.60</b> |
| <b>Vendor: 00405 - BLUFFS SANITARY SUPPLY INC.</b>        |                      |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                |                      |        |        |        |                 |
| BLD MTC   | BUILDING MAINTENANCE |        |        |        | 276.42          |
| DEPT & JANIT SUPPL  | DEPARTMENT SUPPLIES  |        |        |        | 70.69           |
| DEPT & JANIT SUPPL  | DEPARTMENT SUPPLIES  |        |        |        | 70.68           |
| DEPT & JANIT SUPPL  | JANITORIAL SUPPLIES  |        |        |        | 29.26           |
| DEPT & JANIT SUPPL  | JANITORIAL SUPPLIES  |        |        |        | 29.26           |
| JANIT SUPPL   | JANITORIAL SUPPLIES  |        |        |        | 30.76           |
| JANIT SUPPL   | JANITORIAL SUPPLIES  |        |        |        | 30.76           |
| JANIT SUPPL   | JANITORIAL SUPPLIES  |        |        |        | 19.55           |
| JANIT SUPPL   | JANITORIAL SUPPLIES  |        |        |        | 19.56           |
| Jan sup   | JANITORIAL SUPPLIES  |        |        |        | 440.97          |
| <b>Fund 111 - GENERAL Total:</b>                          |                      |        |        |        | <b>1,017.91</b> |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                 |                      |        |        |        |                 |
| dept supplies   | DEPARTMENT SUPPLIES  |        |        |        | 59.99           |
| <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>           |                      |        |        |        | <b>59.99</b>    |
| <b>Vendor 00405 - BLUFFS SANITARY SUPPLY INC. Total:</b>  |                      |        |        |        | <b>1,077.90</b> |
| <b>Vendor: 00963 - BOX ELDER VALLEY, INC</b>              |                      |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                |                      |        |        |        |                 |
| GRD MTC   | GROUNDS MAINTENANCE  |        |        |        | 140.25          |
| <b>Fund 111 - GENERAL Total:</b>                          |                      |        |        |        | <b>140.25</b>   |
| <b>Vendor 00963 - BOX ELDER VALLEY, INC Total:</b>        |                      |        |        |        | <b>140.25</b>   |
| <b>Vendor: 09532 - BRADY, JONATHAN</b>                    |                      |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                |                      |        |        |        |                 |
| CON SRV   | CONTRACTUAL SERVICES |        |        |        | 36.00           |
| <b>Fund 111 - GENERAL Total:</b>                          |                      |        |        |        | <b>36.00</b>    |
| <b>Vendor 09532 - BRADY, JONATHAN Total:</b>              |                      |        |        |        | <b>36.00</b>    |
| <b>Vendor: 00787 - CASH WA DISTRIBUTING</b>               |                      |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                |                      |        |        |        |                 |
| CON SUP   | CONCESSION SUPPLIES  |        |        |        | 613.32          |
| CON SUP   | CONCESSION SUPPLIES  |        |        |        | 164.05          |
| CON SUP   | CONCESSION SUPPLIES  |        |        |        | 505.26          |
| CON SUP   | CONCESSION SUPPLIES  |        |        |        | 108.96          |
| CON SUP   | CONCESSION SUPPLIES  |        |        |        | 654.60          |
| CON SUP   | CONCESSION SUPPLIES  |        |        |        | 167.78          |
| <b>Fund 111 - GENERAL Total:</b>                          |                      |        |        |        | <b>2,213.97</b> |
| <b>Vendor 00787 - CASH WA DISTRIBUTING Total:</b>         |                      |        |        |        | <b>2,213.97</b> |
| <b>Vendor: 07911 - CELLCO PARTNERSHIP</b>                 |                      |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                |                      |        |        |        |                 |
| Data motem T-1  | CELLULAR PHONE       |        |        |        | 25.02           |
| CELL PHONES   | TELEPHONE            |        |        |        | 482.46          |

## Expense Approval Report

Post Dates: 6/16/2015 - 7/6/2015

| Description (Payable)                     | Account Name          | (None) | (None) | (None)  | Amount          |
|---|-----------------------|--------|--------|---|-----------------|
| fire cell phones                          | CELLULAR PHONE        |        |        |   | 214.96          |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                | <b>722.44</b>   |
| <b>Fund: 212 - TRANSPORTATION</b>         |                       |        |        |   |                 |
| CELL PHONE FOR ON CALL                    | TELEPHONE             |        |        |   | 17.95           |
|   |                       |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>         | <b>17.95</b>    |
|   |                       |        |        | <b>Vendor 07911 - CELLCO PARTNERSHIP Total:</b> | <b>740.39</b>   |
| <b>Vendor: 00363 - CEMENTER'S INC</b>     |                       |        |        |   |                 |
| <b>Fund: 212 - TRANSPORTATION</b>         |                       |        |        |   |                 |
| CONCRETE                                  | STREET MAINTENANCE    |        |        |   | 325.00          |
|   |                       |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>         | <b>325.00</b>   |
| <b>Fund: 641 - WATER</b>                  |                       |        |        |   |                 |
| DEPT SUP                                  | DEPARTMENT SUPPLIES   |        |        |   | 192.60          |
| DEPT SUP                                  | DEPARTMENT SUPPLIES   |        |        |   | 288.90          |
|   |                       |        |        | <b>Fund 641 - WATER Total:</b>                  | <b>481.50</b>   |
|   |                       |        |        | <b>Vendor 00363 - CEMENTER'S INC Total:</b>     | <b>806.50</b>   |
| <b>Vendor: 02396 - CITIBANK N.A.</b>      |                       |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>                |                       |        |        |   |                 |
| department supplies                       | DEPARTMENT SUPPLIES   |        |        |   | 29.07           |
| business cards                            | DEPARTMENT SUPPLIES   |        |        |   | 75.98           |
| DEP SUP                                   | DEPARTMENT SUPPLIES   |        |        |   | 80.56           |
| DEP SUP                                   | DEPARTMENT SUPPLIES   |        |        |   | 19.98           |
| DEP SUP                                   | DEPARTMENT SUPPLIES   |        |        |   | 164.98          |
| DEP SUP                                   | DEPARTMENT SUPPLIES   |        |        |   | 59.39           |
| DEP SUP                                   | DEPARTMENT SUPPLIES   |        |        |   | 149.99          |
| Dep sup                                   | DEPARTMENT SUPPLIES   |        |        |   | 84.99           |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                | <b>664.94</b>   |
| <b>Fund: 212 - TRANSPORTATION</b>         |                       |        |        |   |                 |
| SUPP                                      | DEPARTMENT SUPPLIES   |        |        |   | 42.28           |
| SUPP - COPY PAPER                         | DEPARTMENT SUPPLIES   |        |        |   | 101.98          |
|   |                       |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>         | <b>144.26</b>   |
| <b>Fund: 213 - CEMETERY</b>               |                       |        |        |   |                 |
| DEP SUP                                   | DEPARTMENT SUPPLIES   |        |        |   | 103.58          |
|   |                       |        |        | <b>Fund 213 - CEMETERY Total:</b>               | <b>103.58</b>   |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b> |                       |        |        |   |                 |
| dept supplies                             | DEPARTMENT SUPPLIES   |        |        |   | 99.98           |
| dept supplies                             | DEPARTMENT SUPPLIES   |        |        |   | 127.98          |
| dept supplies                             | DEPARTMENT SUPPLIES   |        |        |   | 134.44          |
|   |                       |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b> | <b>362.40</b>   |
|   |                       |        |        | <b>Vendor 02396 - CITIBANK N.A. Total:</b>      | <b>1,275.18</b> |
| <b>Vendor: 05859 - CITIBANK, N.A.</b>     |                       |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>                |                       |        |        |   |                 |
| EQUIP MAINT                               | EQUIPMENT MAINTENANCE |        |        |   | 7.70            |
| EQUIP MAINT                               | EQUIPMENT MAINTENANCE |        |        |   | 42.72           |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                | <b>50.42</b>    |
| <b>Fund: 213 - CEMETERY</b>               |                       |        |        |   |                 |
| DEP SUP                                   | DEPARTMENT SUPPLIES   |        |        |   | 11.30           |
| DEP SUP                                   | DEPARTMENT SUPPLIES   |        |        |   | 4.27            |
| DEP SUP                                   | DEPARTMENT SUPPLIES   |        |        |   | 89.91           |
|   |                       |        |        | <b>Fund 213 - CEMETERY Total:</b>               | <b>105.48</b>   |
|   |                       |        |        | <b>Vendor 05859 - CITIBANK, N.A. Total:</b>     | <b>155.90</b>   |
| <b>Vendor: 09534 - CITY OF NORFOLK</b>    |                       |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>                |                       |        |        |   |                 |
| Equip main                                | EQUIPMENT MAINTENANCE |        |        |   | 500.00          |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                | <b>500.00</b>   |
|   |                       |        |        | <b>Vendor 09534 - CITY OF NORFOLK Total:</b>    | <b>500.00</b>   |



## Expense Approval Report

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| Description (Payable)   | Account Name           | (None) | (None) | (None) | Amount          |
|---|------------------------|--------|--------|--------|-----------------|
| <b>Vendor: 00367 - CITY OF SCB</b>  |                        |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>  |                        |        |        |        |                 |
| petty cash  | DEPARTMENT SUPPLIES    |        |        |        | 100.00          |
| petty cash  | DEPARTMENT SUPPLIES    |        |        |        | 19.16           |
| petty cash  | BUILDING MAINTENANCE   |        |        |        | 15.00           |
| <b>Fund 111 - GENERAL Total:</b>  |                        |        |        |        | <b>134.16</b>   |
| <b>Vendor 00367 - CITY OF SCB Total:</b>                                    |                        |        |        |        | <b>134.16</b>   |
| <b>Vendor: 01976 - CLARK PRINTING LLC</b>                                   |                        |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>  |                        |        |        |        |                 |
| DEV S. SUP  | DEPARTMENT SUPPLIES    |        |        |        | 145.05          |
| <b>Fund 111 - GENERAL Total:</b>  |                        |        |        |        | <b>145.05</b>   |
| <b>Vendor 01976 - CLARK PRINTING LLC Total:</b>                             |                        |        |        |        | <b>145.05</b>   |
| <b>Vendor: 09523 - CLEY MILLER</b>  |                        |        |        |        |                 |
| <b>Fund: 223 - KENO</b>   |                        |        |        |        |                 |
| TREE REBATE   | CONTRACTUAL SERVICES   |        |        |        | 90.00           |
| <b>Fund 223 - KENO Total:</b>   |                        |        |        |        | <b>90.00</b>    |
| <b>Vendor 09523 - CLEY MILLER Total:</b>                                    |                        |        |        |        | <b>90.00</b>    |
| <b>Vendor: 03010 - COLONIAL LIFE &amp; ACCIDENT INSURANCE COMPANY</b>       |                        |        |        |        |                 |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>                               |                        |        |        |        |                 |
| Life & dis Ins  | LIFE INS EE PAYABLE    |        |        |        | 22.75           |
| Life & dis Ins  | DIS INC INS EE PAYABLE |        |        |        | 25.95           |
| <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>                         |                        |        |        |        | <b>48.70</b>    |
| <b>Vendor 03010 - COLONIAL LIFE &amp; ACCIDENT INSURANCE COMPANY Total:</b> |                        |        |        |        | <b>48.70</b>    |
| <b>Vendor: 06724 - COMMUNITY HEALTH-RWMC</b>                                |                        |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>  |                        |        |        |        |                 |
| Staff vaccinations  | CONTRACTUAL SERVICES   |        |        |        | 1,580.80        |
| <b>Fund 111 - GENERAL Total:</b>  |                        |        |        |        | <b>1,580.80</b> |
| <b>Vendor 06724 - COMMUNITY HEALTH-RWMC Total:</b>                          |                        |        |        |        | <b>1,580.80</b> |
| <b>Vendor: 00267 - CONTRACTORS MATERIALS INC.</b>                           |                        |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>  |                        |        |        |        |                 |
| DEP SUP   | DEPARTMENT SUPPLIES    |        |        |        | 17.64           |
| <b>Fund 111 - GENERAL Total:</b>  |                        |        |        |        | <b>17.64</b>    |
| <b>Fund: 212 - TRANSPORTATION</b>   |                        |        |        |        |                 |
| SUPP  | DEPARTMENT SUPPLIES    |        |        |        | 29.67           |
| SUPP  | DEPARTMENT SUPPLIES    |        |        |        | 54.88           |
| SUPP  | DEPARTMENT SUPPLIES    |        |        |        | 134.36          |
| SUPP  | DEPARTMENT SUPPLIES    |        |        |        | 113.96          |
| SUPP  | DEPARTMENT SUPPLIES    |        |        |        | 14.70           |
| SUPP  | DEPARTMENT SUPPLIES    |        |        |        | 429.24          |
| SUPP - CAULK  | DEPARTMENT SUPPLIES    |        |        |        | 12.54           |
| <b>Fund 212 - TRANSPORTATION Total:</b>                                     |                        |        |        |        | <b>789.35</b>   |
| <b>Vendor 00267 - CONTRACTORS MATERIALS INC. Total:</b>                     |                        |        |        |        | <b>806.99</b>   |
| <b>Vendor: 06564 - CREDIT MANAGEMENT SERVICES INC.</b>                      |                        |        |        |        |                 |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>                               |                        |        |        |        |                 |
| Wage Attach   | WAGE ATTACHMENT EE PAY |        |        |        | 191.40          |
| <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>                         |                        |        |        |        | <b>191.40</b>   |
| <b>Vendor 06564 - CREDIT MANAGEMENT SERVICES INC. Total:</b>                |                        |        |        |        | <b>191.40</b>   |
| <b>Vendor: 00406 - CRESCENT ELECT. SUPPLY COMP INC</b>                      |                        |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>  |                        |        |        |        |                 |
| 8 foot bulbs for PSB  | BUILDING MAINTENANCE   |        |        |        | 97.57           |
| 8 foot bulbs for truck bays 2nd ...   | BUILDING MAINTENANCE   |        |        |        | 97.57           |
| <b>Fund 111 - GENERAL Total:</b>  |                        |        |        |        | <b>195.14</b>   |

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| Description (Payable)   | Account Name           | (None) | (None) | (None) | Amount          |
|---|------------------------|--------|--------|--------|-----------------|
| <b>Fund: 212 - TRANSPORTATION</b>                               |                        |        |        |        |                 |
| SUPP - SEALANT  | DEPARTMENT SUPPLIES    |        |        |        | 14.26           |
| <b>Fund 212 - TRANSPORTATION Total:</b>                         |                        |        |        |        | <b>14.26</b>    |
| <b>Vendor 00406 - CRESCENT ELECT. SUPPLY COMP INC Total:</b>    |                        |        |        |        | <b>209.40</b>   |
| <b>Vendor: 07689 - CYNTHIA GREEN</b>                            |                        |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                      |                        |        |        |        |                 |
| DEPT SUPPLIES   | DEPARTMENT SUPPLIES    |        |        |        | 22.77           |
| DEPT SUPPLIES   | DEPARTMENT SUPPLIES    |        |        |        | 7.89            |
| DEPT SUPPLIES   | DEPARTMENT SUPPLIES    |        |        |        | 14.00           |
| dept supplies   | DEPARTMENT SUPPLIES    |        |        |        | 175.00          |
| <b>Fund 111 - GENERAL Total:</b>                                |                        |        |        |        | <b>219.66</b>   |
| <b>Vendor 07689 - CYNTHIA GREEN Total:</b>                      |                        |        |        |        | <b>219.66</b>   |
| <b>Vendor: 00234 - D &amp; H ELECTRONICS INC.</b>               |                        |        |        |        |                 |
| <b>Fund: 212 - TRANSPORTATION</b>                               |                        |        |        |        |                 |
| SUPP - CELL FOR 5TH & BELTLINE                                  | DEPARTMENT SUPPLIES    |        |        |        | 24.16           |
| <b>Fund 212 - TRANSPORTATION Total:</b>                         |                        |        |        |        | <b>24.16</b>    |
| <b>Fund: 641 - WATER</b>  |                        |        |        |        |                 |
| DEPT SUP  | DEPARTMENT SUPPLIES    |        |        |        | 62.49           |
| <b>Fund 641 - WATER Total:</b>                                  |                        |        |        |        | <b>62.49</b>    |
| <b>Vendor 00234 - D &amp; H ELECTRONICS INC. Total:</b>         |                        |        |        |        | <b>86.65</b>    |
| <b>Vendor: 03321 - DALE'S TIRE &amp; RETREADING, INC.</b>       |                        |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                      |                        |        |        |        |                 |
| EQP MTC   | EQUIPMENT MAINTENANCE  |        |        |        | 30.36           |
| EQP MTC   | EQUIPMENT MAINTENANCE  |        |        |        | 22.79           |
| EQP MTC   | EQUIPMENT MAINTENANCE  |        |        |        | 23.49           |
| EQP MTC   | EQUIPMENT MAINTENANCE  |        |        |        | 24.29           |
| EQP MTC   | EQUIPMENT MAINTENANCE  |        |        |        | 34.86           |
| <b>Fund 111 - GENERAL Total:</b>                                |                        |        |        |        | <b>135.79</b>   |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                       |                        |        |        |        |                 |
| vehicle mtnc  | VEHICLE MAINTENANCE    |        |        |        | 438.18          |
| vehicle mtnc  | VEHICLE MAINTENANCE    |        |        |        | 975.06          |
| <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>                 |                        |        |        |        | <b>1,413.24</b> |
| <b>Vendor 03321 - DALE'S TIRE &amp; RETREADING, INC. Total:</b> |                        |        |        |        | <b>1,549.03</b> |
| <b>Vendor: 06739 - DANKO EMERGENCY EQUIPMENT COMPANY</b>        |                        |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                      |                        |        |        |        |                 |
| Iron fox axe  | BUILDING MAINTENANCE   |        |        |        | 185.25          |
| uniforms  | UNIFORMS & CLOTHING    |        |        |        | 1,018.38        |
| uniforms  | UNIFORMS & CLOTHING    |        |        |        | 47.29           |
| <b>Fund 111 - GENERAL Total:</b>                                |                        |        |        |        | <b>1,250.92</b> |
| <b>Vendor 06739 - DANKO EMERGENCY EQUIPMENT COMPANY Total:</b>  |                        |        |        |        | <b>1,250.92</b> |
| <b>Vendor: 09530 - DE LOS SANTOS LINDA</b>                      |                        |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                      |                        |        |        |        |                 |
| PRK SHL   | PARK SHELTER/EVENT FEE |        |        |        | 25.00           |
| <b>Fund 111 - GENERAL Total:</b>                                |                        |        |        |        | <b>25.00</b>    |
| <b>Vendor 09530 - DE LOS SANTOS LINDA Total:</b>                |                        |        |        |        | <b>25.00</b>    |
| <b>Vendor: 09451 - DIGITAL HIGHWAY, INC</b>                     |                        |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                      |                        |        |        |        |                 |
| Engine radio repairs  | EQUIPMENT MAINTENANCE  |        |        |        | 208.50          |
| <b>Fund 111 - GENERAL Total:</b>                                |                        |        |        |        | <b>208.50</b>   |
| <b>Vendor 09451 - DIGITAL HIGHWAY, INC Total:</b>               |                        |        |        |        | <b>208.50</b>   |
| <b>Vendor: 07421 - DUANE E. WOHLERS</b>                         |                        |        |        |        |                 |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                       |                        |        |        |        |                 |
| disposal fees   | DISPOSAL FEES          |        |        |        | 800.00          |

## Expense Approval Report

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| Description (Payable)                                | Account Name          | (None) | (None) | (None) | Amount   |
|--|-----------------------|--------|--------|--------|----------|
| disposal fees  | DISPOSAL FEES         |        |        |        | 995.35   |
| Fund 621 - ENVIRONMENTAL SERVICES Total:             |                       |        |        |        | 1,795.35 |
| Vendor 07421 - DUANE E. WOHLERS Total:               |                       |        |        |        | 1,795.35 |
| Vendor: 01003 - ELLIOTT EQUIPMENT COMPANY INC.       |                       |        |        |        |          |
| Fund: 621 - ENVIRONMENTAL SERVICES                   |                       |        |        |        |          |
| vehicle mtnc   | VEHICLE MAINTENANCE   |        |        |        | 286.02   |
| Fund 621 - ENVIRONMENTAL SERVICES Total:             |                       |        |        |        | 286.02   |
| Vendor 01003 - ELLIOTT EQUIPMENT COMPANY INC. Total: |                       |        |        |        | 286.02   |
| Vendor: 03950 - ENERGY LABORATORIES, INC             |                       |        |        |        |          |
| Fund: 641 - WATER                                    |                       |        |        |        |          |
| CONTRACTUAL SVC                                      | CONTRACTUAL SERVICES  |        |        |        | 1,336.00 |
| CONTRACTUAL SVC                                      | CONTRACTUAL SERVICES  |        |        |        | 1,271.00 |
| CONTRACTUAL SVC                                      | CONTRACTUAL SERVICES  |        |        |        | 3,476.00 |
| Fund 641 - WATER Total:                              |                       |        |        |        | 6,083.00 |
| Vendor 03950 - ENERGY LABORATORIES, INC Total:       |                       |        |        |        | 6,083.00 |
| Vendor: 06947 - ENFORCEMENT VIDEO, LLC               |                       |        |        |        |          |
| Fund: 111 - GENERAL                                  |                       |        |        |        |          |
| EQUIP MAINT  | EQUIPMENT MAINTENANCE |        |        |        | 92.00    |
| Fund 111 - GENERAL Total:                            |                       |        |        |        | 92.00    |
| Vendor 06947 - ENFORCEMENT VIDEO, LLC Total:         |                       |        |        |        | 92.00    |
| Vendor: 09081 - ESIQUIO RIOS JR                      |                       |        |        |        |          |
| Fund: 111 - GENERAL                                  |                       |        |        |        |          |
| CON SRV  | CONTRACTUAL SERVICES  |        |        |        | 306.00   |
| Fund 111 - GENERAL Total:                            |                       |        |        |        | 306.00   |
| Vendor 09081 - ESIQUIO RIOS JR Total:                |                       |        |        |        | 306.00   |
| Vendor: 07574 - FAT BOYS TIRE AND AUTO               |                       |        |        |        |          |
| Fund: 111 - GENERAL                                  |                       |        |        |        |          |
| DEPT VHCL MNTNC                                      | VEHICLE MAINTENANCE   |        |        |        | 424.00   |
| veh maint  | VEHICLE MAINTENANCE   |        |        |        | 436.00   |
| Fund 111 - GENERAL Total:                            |                       |        |        |        | 860.00   |
| Vendor 07574 - FAT BOYS TIRE AND AUTO Total:         |                       |        |        |        | 860.00   |
| Vendor: 00548 - FEDERAL EXPRESS CORPORATION          |                       |        |        |        |          |
| Fund: 111 - GENERAL                                  |                       |        |        |        |          |
| postage  | POSTAGE               |        |        |        | 34.75    |
| Fund 111 - GENERAL Total:                            |                       |        |        |        | 34.75    |
| Vendor 00548 - FEDERAL EXPRESS CORPORATION Total:    |                       |        |        |        | 34.75    |
| Vendor: 07993 - FELSBURG HOLT & ULLEVIG, INC         |                       |        |        |        |          |
| Fund: 661 - STORMWATER                               |                       |        |        |        |          |
| CONTRACTUAL SVC                                      | CONTRACTUAL SERVICES  |        |        |        | 469.40   |
| Fund 661 - STORMWATER Total:                         |                       |        |        |        | 469.40   |
| Vendor 07993 - FELSBURG HOLT & ULLEVIG, INC Total:   |                       |        |        |        | 469.40   |
| Vendor: 04174 - FERGUSON SIGNS, INC                  |                       |        |        |        |          |
| Fund: 111 - GENERAL                                  |                       |        |        |        |          |
| GND MTC  | GROUNDS MAINTENANCE   |        |        |        | 3,974.00 |
| Fund 111 - GENERAL Total:                            |                       |        |        |        | 3,974.00 |
| Vendor 04174 - FERGUSON SIGNS, INC Total:            |                       |        |        |        | 3,974.00 |
| Vendor: 00794 - FLOYD'S TRUCK CENTER, INC            |                       |        |        |        |          |
| Fund: 212 - TRANSPORTATION                           |                       |        |        |        |          |
| PARTS FOR D. TRUCK                                   | VEHICLE MAINTENANCE   |        |        |        | 113.79   |
| Fund 212 - TRANSPORTATION Total:                     |                       |        |        |        | 113.79   |
| Fund: 621 - ENVIRONMENTAL SERVICES                   |                       |        |        |        |          |
| vehicle mtnc   | VEHICLE MAINTENANCE   |        |        |        | 150.23   |
| vehicle mtnc   | VEHICLE MAINTENANCE   |        |        |        | 46.52    |
| vehicle mtnc   | VEHICLE MAINTENANCE   |        |        |        | 84.82    |

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| Description (Payable)                                  | Account Name         | (None) | (None) | (None) | Amount |
|--|----------------------|--------|--------|--------|--------|
| vehicle mtnc   | VEHICLE MAINTENANCE  |        |        |        | -84.82 |
| Fund 621 - ENVIRONMENTAL SERVICES Total:               |                      |        |        |        | 196.75 |
| Fund: 631 - WASTEWATER                                 |                      |        |        |        |        |
| VEH MAINT  | VEHICLE MAINTENANCE  |        |        |        | 123.11 |
| VEH MAINT  | VEHICLE MAINTENANCE  |        |        |        | -30.00 |
| Fund 631 - WASTEWATER Total:                           |                      |        |        |        | 93.11  |
| Vendor 00794 - FLOYD'S TRUCK CENTER, INC Total:        |                      |        |        |        | 403.65 |
| Vendor: 00060 - FRANCISCO'S BUMPER TO BUMPER INC       |                      |        |        |        |        |
| Fund: 111 - GENERAL                                    |                      |        |        |        |        |
| TOW SERVICE  | CONTRACTUAL SERVICES |        |        |        | 95.00  |
| Fund 111 - GENERAL Total:                              |                      |        |        |        | 95.00  |
| Vendor 00060 - FRANCISCO'S BUMPER TO BUMPER INC Total: |                      |        |        |        | 95.00  |
| Vendor: 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC         |                      |        |        |        |        |
| Fund: 111 - GENERAL                                    |                      |        |        |        |        |
| rescue one repairs                                     | VEHICLE MAINTENANCE  |        |        |        | 58.60  |
| Fund 111 - GENERAL Total:                              |                      |        |        |        | 58.60  |
| Vendor 07904 - FREMONT MOTOR SCOTTSBLUFF, LLC Total:   |                      |        |        |        | 58.60  |
| Vendor: 00887 - FYR-TEK INC                            |                      |        |        |        |        |
| Fund: 111 - GENERAL                                    |                      |        |        |        |        |
| AFFF-AR foam   | DEPARTMENT SUPPLIES  |        |        |        | 335.85 |
| Fund 111 - GENERAL Total:                              |                      |        |        |        | 335.85 |
| Vendor 00887 - FYR-TEK INC Total:                      |                      |        |        |        | 335.85 |
| Vendor: 00016 - GARTON, LYNN                           |                      |        |        |        |        |
| Fund: 631 - WASTEWATER                                 |                      |        |        |        |        |
| school/conf  | SCHOOL & CONFERENCE  |        |        |        | 93.00  |
| Fund 631 - WASTEWATER Total:                           |                      |        |        |        | 93.00  |
| Vendor 00016 - GARTON, LYNN Total:                     |                      |        |        |        | 93.00  |
| Vendor: 00022 - GENERAL ELECTRIC CAPITAL CORPORATION   |                      |        |        |        |        |
| Fund: 111 - GENERAL                                    |                      |        |        |        |        |
| dept. supplies   | DEPARTMENT SUPPLIES  |        |        |        | 6.93   |
| dept. supplies   | DEPARTMENT SUPPLIES  |        |        |        | 15.97  |
| dept. supplies   | DEPARTMENT SUPPLIES  |        |        |        | 23.88  |
| DEP SUP  | DEPARTMENT SUPPLIES  |        |        |        | 123.34 |
| DEP SUP  | DEPARTMENT SUPPLIES  |        |        |        | -3.92  |
| DEP SUP  | DEPARTMENT SUPPLIES  |        |        |        | 28.00  |
| dept. supplies   | DEPARTMENT SUPPLIES  |        |        |        | 3.97   |
| DEP SUP  | DEPARTMENT SUPPLIES  |        |        |        | 77.24  |
| CON SUP  | CONCESSION SUPPLIES  |        |        |        | 53.37  |
| dept. supplies   | DEPARTMENT SUPPLIES  |        |        |        | 382.00 |
| DEP SUP  | DEPARTMENT SUPPLIES  |        |        |        | 40.16  |
| CON SUP  | CONCESSION SUPPLIES  |        |        |        | 12.56  |
| dept supplies  | DEPARTMENT SUPPLIES  |        |        |        | 4.75   |
| dept supplies  | DEPARTMENT SUPPLIES  |        |        |        | 59.08  |
| DEP SUP  | DEPARTMENT SUPPLIES  |        |        |        | 63.84  |
| Fund 111 - GENERAL Total:                              |                      |        |        |        | 891.17 |
| Fund: 213 - CEMETERY                                   |                      |        |        |        |        |
| DEP SUP  | DEPARTMENT SUPPLIES  |        |        |        | 19.31  |
| DEP SUP  | DEPARTMENT SUPPLIES  |        |        |        | 35.07  |
| Fund 213 - CEMETERY Total:                             |                      |        |        |        | 54.38  |
| Fund: 223 - KENO                                       |                      |        |        |        |        |
| 5-car seats  | DEPARTMENT SUPPLIES  |        |        |        | 224.90 |
| Fund 223 - KENO Total:                                 |                      |        |        |        | 224.90 |

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| Description (Payable)   | Account Name          | (None) | (None) | (None) | Amount          |
|---|-----------------------|--------|--------|--------|-----------------|
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                         |                       |        |        |        |                 |
| dept supplies   | DEPARTMENT SUPPLIES   |        |        |        | 16.21           |
| <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>                   |                       |        |        |        | <b>16.21</b>    |
| <b>Vendor 00022 - GENERAL ELECTRIC CAPITAL CORPORATION Total:</b> |                       |        |        |        | <b>1,186.66</b> |
| <b>Vendor: 09469 - GI HOSPITALITY</b>                             |                       |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>  |                       |        |        |        |                 |
| SCHOOLS & CONF  | SCHOOL & CONFERENCE   |        |        |        | 415.00          |
| <b>Fund 111 - GENERAL Total:</b>                                  |                       |        |        |        | <b>415.00</b>   |
| <b>Vendor 09469 - GI HOSPITALITY Total:</b>                       |                       |        |        |        | <b>415.00</b>   |
| <b>Vendor: 09058 - GILBERT CARRIZALES</b>                         |                       |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>  |                       |        |        |        |                 |
| CON SRV   | CONTRACTUAL SERVICES  |        |        |        | 324.00          |
| <b>Fund 111 - GENERAL Total:</b>                                  |                       |        |        |        | <b>324.00</b>   |
| <b>Vendor 09058 - GILBERT CARRIZALES Total:</b>                   |                       |        |        |        | <b>324.00</b>   |
| <b>Vendor: 05725 - GILMORE &amp; BELL, P.C.</b>                   |                       |        |        |        |                 |
| <b>Fund: 212 - TRANSPORTATION</b>                                 |                       |        |        |        |                 |
| LEGAL SERVICES  | BOND ISSUANCE COSTS   |        |        |        | 4,000.00        |
| <b>Fund 212 - TRANSPORTATION Total:</b>                           |                       |        |        |        | <b>4,000.00</b> |
| <b>Vendor 05725 - GILMORE &amp; BELL, P.C. Total:</b>             |                       |        |        |        | <b>4,000.00</b> |
| <b>Vendor: 04371 - HAWKINS, INC.</b>                              |                       |        |        |        |                 |
| <b>Fund: 641 - WATER</b>  |                       |        |        |        |                 |
| CHEMICALS   | CHEMICALS             |        |        |        | 1,847.70        |
| <b>Fund 641 - WATER Total:</b>                                    |                       |        |        |        | <b>1,847.70</b> |
| <b>Vendor 04371 - HAWKINS, INC. Total:</b>                        |                       |        |        |        | <b>1,847.70</b> |
| <b>Vendor: 00861 - HEILBRUN'S INC.</b>                            |                       |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>  |                       |        |        |        |                 |
| Tower One repairs   | VEHICLE MAINTENANCE   |        |        |        | 90.17           |
| R-1 fuel filter   | VEHICLE MAINTENANCE   |        |        |        | 17.70           |
| EQP MTC   | EQUIPMENT MAINTENANCE |        |        |        | 8.29            |
| Rescue One repairs  | VEHICLE MAINTENANCE   |        |        |        | 148.35          |
| DEP SUP   | DEPARTMENT SUPPLIES   |        |        |        | 5.14            |
| Unit 7 repairs  | VEHICLE MAINTENANCE   |        |        |        | 59.38           |
| DEPT VHCL MNTNC   | VEHICLE MAINTENANCE   |        |        |        | 21.08           |
| DEP SUP   | DEPARTMENT SUPPLIES   |        |        |        | 69.76           |
| <b>Fund 111 - GENERAL Total:</b>                                  |                       |        |        |        | <b>419.87</b>   |
| <b>Fund: 631 - WASTEWATER</b>                                     |                       |        |        |        |                 |
| DEPT SUP  | DEPARTMENT SUPPLIES   |        |        |        | 435.18          |
| EQUIP MAINT   | EQUIPMENT MAINTENANCE |        |        |        | 88.01           |
| VEH MAINT   | VEHICLE MAINTENANCE   |        |        |        | 170.03          |
| <b>Fund 631 - WASTEWATER Total:</b>                               |                       |        |        |        | <b>693.22</b>   |
| <b>Fund: 641 - WATER</b>  |                       |        |        |        |                 |
| VEH MAINT   | VEHICLE MAINTENANCE   |        |        |        | 21.83           |
| <b>Fund 641 - WATER Total:</b>                                    |                       |        |        |        | <b>21.83</b>    |
| <b>Vendor 00861 - HEILBRUN'S INC. Total:</b>                      |                       |        |        |        | <b>1,134.92</b> |
| <b>Vendor: 09368 - HODGES, JOSHUA H</b>                           |                       |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>  |                       |        |        |        |                 |
| CON SRV   | CONTRACTUAL SERVICES  |        |        |        | 200.00          |
| CON SRV   | CONTRACTUAL SERVICES  |        |        |        | 162.00          |
| <b>Fund 111 - GENERAL Total:</b>                                  |                       |        |        |        | <b>362.00</b>   |
| <b>Vendor 09368 - HODGES, JOSHUA H Total:</b>                     |                       |        |        |        | <b>362.00</b>   |

## Expense Approval Report

Post Dates: 6/16/2015 - 7/6/2015

| Description (Payable)  | Account Name          | (None) | (None) | (None)  | Amount           |
|--|-----------------------|--------|--------|---|------------------|
| <b>Vendor: 09305 - HONEY WAGON EXPRESS</b>                   |                       |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>                                   |                       |        |        |   |                  |
| CON SER  | CONTRACTUAL SERVICES  |        |        |   | 155.00           |
|  |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                              | <b>155.00</b>    |
|  |                       |        |        | <b>Vendor 09305 - HONEY WAGON EXPRESS Total:</b>              | <b>155.00</b>    |
| <b>Vendor: 00299 - HULLINGER GLASS &amp; LOCKS INC.</b>      |                       |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>                                   |                       |        |        |   |                  |
| DEP SUP  | DEPARTMENT SUPPLIES   |        |        |   | 7.50             |
| DEP SUP  | DEPARTMENT SUPPLIES   |        |        |   | 2.75             |
|  |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                              | <b>10.25</b>     |
| <b>Fund: 212 - TRANSPORTATION</b>                            |                       |        |        |   |                  |
| SUPP - KEYS  | DEPARTMENT SUPPLIES   |        |        |   | 11.00            |
|  |                       |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>                       | <b>11.00</b>     |
|  |                       |        |        | <b>Vendor 00299 - HULLINGER GLASS &amp; LOCKS INC. Total:</b> | <b>21.25</b>     |
| <b>Vendor: 08793 - HYDRONIC WATER MANAGEMENT</b>             |                       |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>                                   |                       |        |        |   |                  |
| Equip main   | EQUIPMENT MAINTENANCE |        |        |   | 425.00           |
|  |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                              | <b>425.00</b>    |
|  |                       |        |        | <b>Vendor 08793 - HYDRONIC WATER MANAGEMENT Total:</b>        | <b>425.00</b>    |
| <b>Vendor: 06423 - HYDROTEX PARTNERS, LTD</b>                |                       |        |        |   |                  |
| <b>Fund: 212 - TRANSPORTATION</b>                            |                       |        |        |   |                  |
| POLARIS MOBILE OIL   | OIL & ANTIFREEZE      |        |        |   | 203.57           |
| OIL & TRANS. FLUID FOR CENTR...                              | OIL & ANTIFREEZE      |        |        |   | 9,300.70         |
| OIL & PIN TAC  | OIL & ANTIFREEZE      |        |        |   | 639.00           |
|  |                       |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>                       | <b>10,143.27</b> |
|  |                       |        |        | <b>Vendor 06423 - HYDROTEX PARTNERS, LTD Total:</b>           | <b>10,143.27</b> |
| <b>Vendor: 00166 - ICMA RETIREMENT TRUST-457</b>             |                       |        |        |   |                  |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>                |                       |        |        |   |                  |
| Def comp   | DEFERRED COMP EE PAY  |        |        |   | 1,325.14         |
| DEF COMP   | DEFERRED COMP EE PAY  |        |        |   | 1,325.14         |
|  |                       |        |        | <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>           | <b>2,650.28</b>  |
|  |                       |        |        | <b>Vendor 00166 - ICMA RETIREMENT TRUST-457 Total:</b>        | <b>2,650.28</b>  |
| <b>Vendor: 00525 - IDEAL LAUNDRY AND CLEANERS, INC.</b>      |                       |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>                                   |                       |        |        |   |                  |
| dept supplies  | DEPARTMENT SUPPLIES   |        |        |   | 44.23            |
| dept supplies  | DEPARTMENT SUPPLIES   |        |        |   | 44.23            |
|  |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                              | <b>88.46</b>     |
| <b>Fund: 212 - TRANSPORTATION</b>                            |                       |        |        |   |                  |
| SUPP   | DEPARTMENT SUPPLIES   |        |        |   | 110.03           |
| SUPP   | DEPARTMENT SUPPLIES   |        |        |   | 97.42            |
| SUPP   | DEPARTMENT SUPPLIES   |        |        |   | 68.13            |
|  |                       |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>                       | <b>275.58</b>    |
| <b>Fund: 641 - WATER</b>                                     |                       |        |        |   |                  |
| CONTRACTUAL SVC  | CONTRACTUAL SERVICES  |        |        |   | 28.64            |
|  |                       |        |        | <b>Fund 641 - WATER Total:</b>                                | <b>28.64</b>     |
|  |                       |        |        | <b>Vendor 00525 - IDEAL LAUNDRY AND CLEANERS, INC. Total:</b> | <b>392.68</b>    |
| <b>Vendor: 08082 - IDEXX LABORATORIES, INC</b>               |                       |        |        |   |                  |
| <b>Fund: 631 - WASTEWATER</b>                                |                       |        |        |   |                  |
| DEPT SUP   | DEPARTMENT SUPPLIES   |        |        |   | 137.47           |
|  |                       |        |        | <b>Fund 631 - WASTEWATER Total:</b>                           | <b>137.47</b>    |
|  |                       |        |        | <b>Vendor 08082 - IDEXX LABORATORIES, INC Total:</b>          | <b>137.47</b>    |
| <b>Vendor: 00937 - INDEPENDENT PLUMBING AND HEATING, INC</b> |                       |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>                                   |                       |        |        |   |                  |
| EQP MTC  | EQUIPMENT MAINTENANCE |        |        |   | 83.89            |
| GRD MTC  | GROUNDS MAINTENANCE   |        |        |   | 44.60            |

## Expense Approval Report

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| Description (Payable)                                       | Account Name         | (None) | (None) | (None) | Amount        |
|---|----------------------|--------|--------|--------|---------------|
| GRD MTC   | GROUNDS MAINTENANCE  |        |        |        | 16.68         |
| GRD MTC   | GROUNDS MAINTENANCE  |        |        |        | 103.80        |
| GRD MTC   | GROUNDS MAINTENANCE  |        |        |        | 105.00        |
| contract  | CONTRACTUAL SERVICES |        |        |        | 272.00        |
| Fund 111 - GENERAL Total:                                   |                      |        |        |        | <b>625.97</b> |
| Vendor 00937 - INDEPENDENT PLUMBING AND HEATING, INC Total: |                      |        |        |        | <b>625.97</b> |

## Vendor: 09291 - INGRAM LIBRARY SERVICES INC

|   |       |  |  |  |                 |
|---|-------|--|--|--|-----------------|
| Fund: 111 - GENERAL                               |       |  |  |  |                 |
| Bks   | BOOKS |  |  |  | 29.92           |
| Bks   | BOOKS |  |  |  | 2,454.57        |
| Bks   | BOOKS |  |  |  | 117.36          |
| Fund 111 - GENERAL Total:                         |       |  |  |  | <b>2,601.85</b> |
| Vendor 09291 - INGRAM LIBRARY SERVICES INC Total: |       |  |  |  | <b>2,601.85</b> |

## Vendor: 00733 - INLAND TRUCK PARTS &amp; SERVICE

|  |                     |  |  |  |               |
|--|---------------------|--|--|--|---------------|
| Fund: 111 - GENERAL                                |                     |  |  |  |               |
| new dive bus repairs                               | VEHICLE MAINTENANCE |  |  |  | 815.87        |
| Fund 111 - GENERAL Total:                          |                     |  |  |  | <b>815.87</b> |
| Vendor 00733 - INLAND TRUCK PARTS & SERVICE Total: |                     |  |  |  | <b>815.87</b> |

## Vendor: 08154 - INTERNAL REVENUE SERVICE

|  |                         |  |  |  |                   |
|--|-------------------------|--|--|--|-------------------|
| Fund: 713 - CASH & INVESTMENT POOL             |                         |  |  |  |                   |
| W/H Taxes                                      | MEDICARE W/H EE PAYABLE |  |  |  | 4,013.01          |
| W/H Taxes                                      | FICA W/H EE PAYABLE     |  |  |  | 15,051.31         |
| W/H Taxes                                      | FED W/H EE PAYABLE      |  |  |  | 27,573.21         |
| W/H Taxes                                      | MEDICARE W/H ER PAYABLE |  |  |  | 4,013.01          |
| W/H Taxes                                      | FICA W/H ER PAYABLE     |  |  |  | 15,051.31         |
| W-H taxes                                      | MEDICARE W/H EE PAYABLE |  |  |  | 4,054.51          |
| W-H taxes                                      | FICA W/H EE PAYABLE     |  |  |  | 15,377.87         |
| W-H taxes                                      | FED W/H EE PAYABLE      |  |  |  | 27,990.30         |
| W-H taxes                                      | MEDICARE W/H ER PAYABLE |  |  |  | 4,054.51          |
| W-H taxes                                      | FICA W/H ER PAYABLE     |  |  |  | 15,377.87         |
| Fund 713 - CASH & INVESTMENT POOL Total:       |                         |  |  |  | <b>132,556.91</b> |
| Vendor 08154 - INTERNAL REVENUE SERVICE Total: |                         |  |  |  | <b>132,556.91</b> |

## Vendor: 05696 - INVENTIVE WIRELESS OF NE, LLC

|   |                     |  |  |  |               |
|---|---------------------|--|--|--|---------------|
| Fund: 111 - GENERAL                                 |                     |  |  |  |               |
| DEP SUP   | DEPARTMENT SUPPLIES |  |  |  | 54.95         |
| DEP SUP   | DEPARTMENT SUPPLIES |  |  |  | 46.95         |
| Fund 111 - GENERAL Total:                           |                     |  |  |  | <b>101.90</b> |
| Vendor 05696 - INVENTIVE WIRELESS OF NE, LLC Total: |                     |  |  |  | <b>101.90</b> |

## Vendor: 00192 - J G ELLIOTT CO.INC.

|   |         |  |  |  |               |
|---|---------|--|--|--|---------------|
| Fund: 111 - GENERAL                       |         |  |  |  |               |
| DEPT BONDS                                | BONDING |  |  |  | 100.00        |
| BONDS                                     | BONDING |  |  |  | 70.00         |
| Fund 111 - GENERAL Total:                 |         |  |  |  | <b>170.00</b> |
| Vendor 00192 - J G ELLIOTT CO.INC. Total: |         |  |  |  | <b>170.00</b> |

## Vendor: 09525 - JASON FLAMMANG

|                                      |                      |  |  |  |              |
|--------------------------------------|----------------------|--|--|--|--------------|
| Fund: 223 - KENO                     |                      |  |  |  |              |
| TREE REBATE                          | CONTRACTUAL SERVICES |  |  |  | 74.50        |
| Fund 223 - KENO Total:               |                      |  |  |  | <b>74.50</b> |
| Vendor 09525 - JASON FLAMMANG Total: |                      |  |  |  | <b>74.50</b> |

## Vendor: 06131 - JOHN DEERE FINANCIAL

|  |                     |  |  |  |              |
|--|---------------------|--|--|--|--------------|
| Fund: 111 - GENERAL                        |                     |  |  |  |              |
| DEP SUP                                    | DEPARTMENT SUPPLIES |  |  |  | 7.99         |
| GRD MTC                                    | GROUNDS MAINTENANCE |  |  |  | 19.98        |
| Fund 111 - GENERAL Total:                  |                     |  |  |  | <b>27.97</b> |
| Vendor 06131 - JOHN DEERE FINANCIAL Total: |                     |  |  |  | <b>27.97</b> |

## Expense Approval Report

Post Dates: 6/16/2015 - 7/6/2015

| Description (Payable)  | Account Name          | (None) | (None) | (None) | Amount           |
|--|-----------------------|--------|--------|--------|------------------|
| <b>Vendor: 08067 - JOHN DEERE FINANCIAL</b>                    |                       |        |        |        |                  |
| <b>Fund: 111 - GENERAL</b>                                     |                       |        |        |        |                  |
| DEP SUP  | DEPARTMENT SUPPLIES   |        |        |        | 71.91            |
| DEP SUP  | DEPARTMENT SUPPLIES   |        |        |        | 13.49            |
| DEP SUP  | DEPARTMENT SUPPLIES   |        |        |        | 41.97            |
| GRD MTC  | GROUNDS MAINTENANCE   |        |        |        | 39.98            |
| <b>Fund 111 - GENERAL Total:</b>                               |                       |        |        |        | <b>167.35</b>    |
| <b>Vendor 08067 - JOHN DEERE FINANCIAL Total:</b>              |                       |        |        |        | <b>167.35</b>    |
| <b>Vendor: 09474 - JOHN DEERE FINANCIAL</b>                    |                       |        |        |        |                  |
| <b>Fund: 111 - GENERAL</b>                                     |                       |        |        |        |                  |
| EQP MTC  | EQUIPMENT MAINTENANCE |        |        |        | 31.16            |
| EQP MTC  | EQUIPMENT MAINTENANCE |        |        |        | 140.11           |
| EQP MTC  | EQUIPMENT MAINTENANCE |        |        |        | 39.18            |
| DEP SUP  | DEPARTMENT SUPPLIES   |        |        |        | 1.81             |
| EQP MTC  | EQUIPMENT MAINTENANCE |        |        |        | 25.28            |
| DEP SUP  | DEPARTMENT SUPPLIES   |        |        |        | 17.43            |
| DEP SUP  | DEPARTMENT SUPPLIES   |        |        |        | 17.43            |
| <b>Fund 111 - GENERAL Total:</b>                               |                       |        |        |        | <b>272.40</b>    |
| <b>Vendor 09474 - JOHN DEERE FINANCIAL Total:</b>              |                       |        |        |        | <b>272.40</b>    |
| <b>Vendor: 09185 - JONATHAN P VAN GALDER</b>                   |                       |        |        |        |                  |
| <b>Fund: 111 - GENERAL</b>                                     |                       |        |        |        |                  |
| CON SRV  | CONTRACTUAL SERVICES  |        |        |        | 126.00           |
| <b>Fund 111 - GENERAL Total:</b>                               |                       |        |        |        | <b>126.00</b>    |
| <b>Vendor 09185 - JONATHAN P VAN GALDER Total:</b>             |                       |        |        |        | <b>126.00</b>    |
| <b>Vendor: 09524 - KATHY VALLEJO</b>                           |                       |        |        |        |                  |
| <b>Fund: 223 - KENO</b>  |                       |        |        |        |                  |
| TREE REBATE  | CONTRACTUAL SERVICES  |        |        |        | 65.00            |
| <b>Fund 223 - KENO Total:</b>                                  |                       |        |        |        | <b>65.00</b>     |
| <b>Vendor 09524 - KATHY VALLEJO Total:</b>                     |                       |        |        |        | <b>65.00</b>     |
| <b>Vendor: 00014 - KEEP SCOTTSBLUFF-GERING BEAUTIFUL</b>       |                       |        |        |        |                  |
| <b>Fund: 661 - STORMWATER</b>                                  |                       |        |        |        |                  |
| CONTRACTUAL SERVICES   | CONTRACTUAL SERVICES  |        |        |        | 1,337.00         |
| <b>Fund 661 - STORMWATER Total:</b>                            |                       |        |        |        | <b>1,337.00</b>  |
| <b>Vendor 00014 - KEEP SCOTTSBLUFF-GERING BEAUTIFUL Total:</b> |                       |        |        |        | <b>1,337.00</b>  |
| <b>Vendor: 01170 - KEMBEL SAND &amp; GRAVEL COMPANY</b>        |                       |        |        |        |                  |
| <b>Fund: 213 - CEMETERY</b>                                    |                       |        |        |        |                  |
| DEP SUP  | DEPARTMENT SUPPLIES   |        |        |        | 41.20            |
| <b>Fund 213 - CEMETERY Total:</b>                              |                       |        |        |        | <b>41.20</b>     |
| <b>Vendor 01170 - KEMBEL SAND &amp; GRAVEL COMPANY Total:</b>  |                       |        |        |        | <b>41.20</b>     |
| <b>Vendor: 09371 - KIRK BERNHARDT</b>                          |                       |        |        |        |                  |
| <b>Fund: 111 - GENERAL</b>                                     |                       |        |        |        |                  |
| CON SRV  | CONTRACTUAL SERVICES  |        |        |        | 126.00           |
| <b>Fund 111 - GENERAL Total:</b>                               |                       |        |        |        | <b>126.00</b>    |
| <b>Vendor 09371 - KIRK BERNHARDT Total:</b>                    |                       |        |        |        | <b>126.00</b>    |
| <b>Vendor: 00639 - KRIZ-DAVIS COMPANY</b>                      |                       |        |        |        |                  |
| <b>Fund: 212 - TRANSPORTATION</b>                              |                       |        |        |        |                  |
| MAST ARM POLES FOR 27TH & ...                                  | STREET PROJECTS       |        |        |        | 12,082.60        |
| CABLE FOR T.S. AT 27TH & 2ND                                   | STREET PROJECTS       |        |        |        | 6,453.89         |
| T.S. PARTS FOR 27TH & 2ND                                      | STREET PROJECTS       |        |        |        | 2,987.92         |
| <b>Fund 212 - TRANSPORTATION Total:</b>                        |                       |        |        |        | <b>21,524.41</b> |
| <b>Vendor 00639 - KRIZ-DAVIS COMPANY Total:</b>                |                       |        |        |        | <b>21,524.41</b> |



## Expense Approval Report

Post Dates: 6/16/2015 - 7/6/2015

| Description (Payable)                                    | Account Name           | (None) | (None) | (None)   | Amount           |
|--|------------------------|--------|--------|--|------------------|
| <b>Vendor: 00741 - KUSTOM SIGNALS, INC</b>               |                        |        |        |  |                  |
| <b>Fund: 111 - GENERAL</b>                               |                        |        |        |  |                  |
| EQUIP MAINT  | EQUIPMENT MAINTENANCE  |        |        |  | 167.28           |
|  |                        |        |        | <b>Fund 111 - GENERAL Total:</b>                               | <b>167.28</b>    |
|  |                        |        |        | <b>Vendor 00741 - KUSTOM SIGNALS, INC Total:</b>               | <b>167.28</b>    |
| <b>Vendor: 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC</b> |                        |        |        |  |                  |
| <b>Fund: 111 - GENERAL</b>                               |                        |        |        |  |                  |
| DEV S CNTRCL SRVCS                                       | CONTRACTUAL SERVICES   |        |        |  | 2,872.50         |
| CONTRACTUAL SERV   | CONTRACTUAL SERVICES   |        |        |  | 11,162.30        |
|  |                        |        |        | <b>Fund 111 - GENERAL Total:</b>                               | <b>14,034.80</b> |
| <b>Fund: 631 - WASTEWATER</b>                            |                        |        |        |  |                  |
| ENGINEERING FEES   | ENGINEERING/DESIGN     |        |        |  | 2,820.00         |
|  |                        |        |        | <b>Fund 631 - WASTEWATER Total:</b>                            | <b>2,820.00</b>  |
|  |                        |        |        | <b>Vendor 00242 - M.C. SCHAFF &amp; ASSOCIATES, INC Total:</b> | <b>16,854.80</b> |
| <b>Vendor: 08190 - MADISON NATIONAL LIFE</b>             |                        |        |        |  |                  |
| <b>Fund: 111 - GENERAL</b>                               |                        |        |        |  |                  |
| LIFE & DISABILITY INS                                    | DISABILITY INSURANCE   |        |        |  | 402.56           |
|  |                        |        |        | <b>Fund 111 - GENERAL Total:</b>                               | <b>402.56</b>    |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>            |                        |        |        |  |                  |
| LIFE & DISABILITY INS                                    | LIFE INS EE PAYABLE    |        |        |  | 38.68            |
| LIFE & DISABILITY INS                                    | DIS INC INS EE PAYABLE |        |        |  | 641.93           |
| LIFE & DISABILITY INS                                    | LIFE INS ER PAYABLE    |        |        |  | 769.25           |
|  |                        |        |        | <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>            | <b>1,449.86</b>  |
|  |                        |        |        | <b>Vendor 08190 - MADISON NATIONAL LIFE Total:</b>             | <b>1,852.42</b>  |
| <b>Vendor: 07838 - MAILFINANCE INC</b>                   |                        |        |        |  |                  |
| <b>Fund: 111 - GENERAL</b>                               |                        |        |        |  |                  |
| equip lease  | RENT-MACHINES          |        |        |  | 148.76           |
|  |                        |        |        | <b>Fund 111 - GENERAL Total:</b>                               | <b>148.76</b>    |
|  |                        |        |        | <b>Vendor 07838 - MAILFINANCE INC Total:</b>                   | <b>148.76</b>    |
| <b>Vendor: 07588 - MATTHEW M. HUTT</b>                   |                        |        |        |  |                  |
| <b>Fund: 111 - GENERAL</b>                               |                        |        |        |  |                  |
| SERVICES   | CONTRACTUAL SERVICES   |        |        |  | 450.00           |
|  |                        |        |        | <b>Fund 111 - GENERAL Total:</b>                               | <b>450.00</b>    |
|  |                        |        |        | <b>Vendor 07588 - MATTHEW M. HUTT Total:</b>                   | <b>450.00</b>    |
| <b>Vendor: 07628 - MENARDS, INC</b>                      |                        |        |        |  |                  |
| <b>Fund: 111 - GENERAL</b>                               |                        |        |        |  |                  |
| DEP SUP  | DEPARTMENT SUPPLIES    |        |        |  | 24.99            |
| DEP SUP  | DEPARTMENT SUPPLIES    |        |        |  | 9.98             |
| DEP SUP  | DEPARTMENT SUPPLIES    |        |        |  | 11.98            |
| DEP SUP  | DEPARTMENT SUPPLIES    |        |        |  | 10.48            |
| DEP SUP  | DEPARTMENT SUPPLIES    |        |        |  | 20.93            |
| DEP SUP  | DEPARTMENT SUPPLIES    |        |        |  | 48.93            |
| DEP SUP  | DEPARTMENT SUPPLIES    |        |        |  | 14.99            |
| PSB maintenance  | BUILDING MAINTENANCE   |        |        |  | 43.54            |
|  |                        |        |        | <b>Fund 111 - GENERAL Total:</b>                               | <b>185.82</b>    |
| <b>Fund: 213 - CEMETERY</b>                              |                        |        |        |  |                  |
| EQP MTC  | EQUIPMENT MAINTENANCE  |        |        |  | 11.47            |
| DEP SUP  | DEPARTMENT SUPPLIES    |        |        |  | 11.97            |
| DEP SUP  | DEPARTMENT SUPPLIES    |        |        |  | 23.97            |
|  |                        |        |        | <b>Fund 213 - CEMETERY Total:</b>                              | <b>47.41</b>     |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                |                        |        |        |  |                  |
| dept supplies  | DEPARTMENT SUPPLIES    |        |        |  | 12.90            |
|  |                        |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>                | <b>12.90</b>     |

## Expense Approval Report

Post Dates: 6/16/2015 - 7/6/2015

| Description (Payable)  | Account Name         | (None) | (None) | (None) | Amount          |
|--|----------------------|--------|--------|--------|-----------------|
| <b>Fund: 631 - WASTEWATER</b>                                  |                      |        |        |        |                 |
| DEPT SUP   | DEPARTMENT SUPPLIES  |        |        |        | 86.40           |
| <b>Fund 631 - WASTEWATER Total:</b>                            |                      |        |        |        | <b>86.40</b>    |
| <b>Fund: 641 - WATER</b>                                       |                      |        |        |        |                 |
| DEPT SUP   | DEPARTMENT SUPPLIES  |        |        |        | 64.18           |
| DEPT SUP   | DEPARTMENT SUPPLIES  |        |        |        | 42.75           |
| <b>Fund 641 - WATER Total:</b>                                 |                      |        |        |        | <b>106.93</b>   |
| <b>Fund: 661 - STORMWATER</b>                                  |                      |        |        |        |                 |
| DEPT SUP   | DEPARTMENT SUPPLIES  |        |        |        | 25.92           |
| DEPT SUP   | DEPARTMENT SUPPLIES  |        |        |        | 25.92           |
| <b>Fund 661 - STORMWATER Total:</b>                            |                      |        |        |        | <b>51.84</b>    |
| <b>Vendor 07628 - MENARDS, INC Total:</b>                      |                      |        |        |        | <b>491.30</b>   |
| <b>Vendor: 00705 - MIDLANDS NEWSPAPERS, INC</b>                |                      |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                     |                      |        |        |        |                 |
| LEGAL PUB  | LEGAL PUBLICATIONS   |        |        |        | 18.70           |
| <b>Fund 111 - GENERAL Total:</b>                               |                      |        |        |        | <b>18.70</b>    |
| <b>Vendor 00705 - MIDLANDS NEWSPAPERS, INC Total:</b>          |                      |        |        |        | <b>18.70</b>    |
| <b>Vendor: 09355 - MIDWEST MACHINERY &amp; SUPPLY CO</b>       |                      |        |        |        |                 |
| <b>Fund: 212 - TRANSPORTATION</b>                              |                      |        |        |        |                 |
| GUARD RAIL SUPP  | DEPARTMENT SUPPLIES  |        |        |        | 1,704.23        |
| <b>Fund 212 - TRANSPORTATION Total:</b>                        |                      |        |        |        | <b>1,704.23</b> |
| <b>Vendor 09355 - MIDWEST MACHINERY &amp; SUPPLY CO Total:</b> |                      |        |        |        | <b>1,704.23</b> |
| <b>Vendor: 06145 - MIDWEST MOTOR SUPPLY CO INC</b>             |                      |        |        |        |                 |
| <b>Fund: 212 - TRANSPORTATION</b>                              |                      |        |        |        |                 |
| SUPP   | DEPARTMENT SUPPLIES  |        |        |        | 148.90          |
| <b>Fund 212 - TRANSPORTATION Total:</b>                        |                      |        |        |        | <b>148.90</b>   |
| <b>Vendor 06145 - MIDWEST MOTOR SUPPLY CO INC Total:</b>       |                      |        |        |        | <b>148.90</b>   |
| <b>Vendor: 00844 - MIRACLE RECREATION EQUIPMENT</b>            |                      |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                     |                      |        |        |        |                 |
| GRD MTC  | GROUNDS MAINTENANCE  |        |        |        | 1,454.00        |
| <b>Fund 111 - GENERAL Total:</b>                               |                      |        |        |        | <b>1,454.00</b> |
| <b>Vendor 00844 - MIRACLE RECREATION EQUIPMENT Total:</b>      |                      |        |        |        | <b>1,454.00</b> |
| <b>Vendor: 08071 - MUNICIPAL PIPE TOOL CO, LLC</b>             |                      |        |        |        |                 |
| <b>Fund: 631 - WASTEWATER</b>                                  |                      |        |        |        |                 |
| POSTAGE  | POSTAGE              |        |        |        | 56.80           |
| <b>Fund 631 - WASTEWATER Total:</b>                            |                      |        |        |        | <b>56.80</b>    |
| <b>Vendor 08071 - MUNICIPAL PIPE TOOL CO, LLC Total:</b>       |                      |        |        |        | <b>56.80</b>    |
| <b>Vendor: 04082 - NE CHILD SUPPORT PAYMENT CENTER</b>         |                      |        |        |        |                 |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>                  |                      |        |        |        |                 |
| NE CHILD SUPPORT PYBLE   | CHILD SUPPORT EE PAY |        |        |        | 1,863.43        |
| NE CHILD SUPPORT PYBLE   | CHILD SUPPORT EE PAY |        |        |        | 1,863.43        |
| <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b>            |                      |        |        |        | <b>3,726.86</b> |
| <b>Vendor 04082 - NE CHILD SUPPORT PAYMENT CENTER Total:</b>   |                      |        |        |        | <b>3,726.86</b> |
| <b>Vendor: 08083 - NE COLORADO CELLULAR, INC</b>               |                      |        |        |        |                 |
| <b>Fund: 631 - WASTEWATER</b>                                  |                      |        |        |        |                 |
| CONTRACTUAL SVC  | CONTRACTUAL SERVICES |        |        |        | 16.16           |
| <b>Fund 631 - WASTEWATER Total:</b>                            |                      |        |        |        | <b>16.16</b>    |
| <b>Fund: 641 - WATER</b>                                       |                      |        |        |        |                 |
| CONTRACTUAL SVC  | CONTRACTUAL SERVICES |        |        |        | 16.17           |
| <b>Fund 641 - WATER Total:</b>                                 |                      |        |        |        | <b>16.17</b>    |
| <b>Vendor 08083 - NE COLORADO CELLULAR, INC Total:</b>         |                      |        |        |        | <b>32.33</b>    |
| <b>Vendor: 00797 - NE DEPT OF REVENUE</b>                      |                      |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>                                     |                      |        |        |        |                 |
| Legal Fees   | LEGAL FEES           |        |        |        | 246.58          |

## Expense Approval Report

Post Dates: 6/16/2015 - 7/6/2015

| Description (Payable)   | Account Name        | (None) | (None) | (None)  | Amount           |
|---|---------------------|--------|--------|---|------------------|
| sales tax   | SALES TAX PAYABLE   |        |        |   | 850.83           |
|   |                     |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>1,097.41</b>  |
| <b>Fund: 641 - WATER</b>  |                     |        |        |   |                  |
| sales tax   | SALES TAX PAYABLE   |        |        |   | 9,504.32         |
| sales tax   | SALES TAX PAYABLE   |        |        |   | 5,373.85         |
| sales tax   | DEPARTMENT SUPPLIES |        |        |   | 16.38            |
|   |                     |        |        | <b>Fund 641 - WATER Total:</b>  | <b>14,894.55</b> |
| <b>Fund: 661 - STORMWATER</b>                                       |                     |        |        |   |                  |
| sales tax   | SALES TAX PAYABLE   |        |        |   | 144.60           |
|   |                     |        |        | <b>Fund 661 - STORMWATER Total:</b>                                       | <b>144.60</b>    |
|   |                     |        |        | <b>Vendor 00797 - NE DEPT OF REVENUE Total:</b>                           | <b>16,136.56</b> |
| <b>Vendor: 01358 - NE LAW ENFORCEMENT TRAINING CENTER</b>           |                     |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>  |                     |        |        |   |                  |
| SCHOOLS & CONF  | SCHOOL & CONFERENCE |        |        |   | 100.00           |
|   |                     |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>100.00</b>    |
|   |                     |        |        | <b>Vendor 01358 - NE LAW ENFORCEMENT TRAINING CENTER Total:</b>           | <b>100.00</b>    |
| <b>Vendor: 01047 - NEBRASKA MUNICIPAL POWER POOL</b>                |                     |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>  |                     |        |        |   |                  |
| MEMBERSHIP DUES   | MEMBERSHIPS         |        |        |   | 4,690.73         |
|   |                     |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>4,690.73</b>  |
|   |                     |        |        | <b>Vendor 01047 - NEBRASKA MUNICIPAL POWER POOL Total:</b>                | <b>4,690.73</b>  |
| <b>Vendor: 00578 - NEBRASKA PUBLIC POWER DISTRICT</b>               |                     |        |        |   |                  |
| <b>Fund: 631 - WASTEWATER</b>                                       |                     |        |        |   |                  |
| electric  | ELECTRIC POWER      |        |        |   | 12,242.21        |
|   |                     |        |        | <b>Fund 631 - WASTEWATER Total:</b>                                       | <b>12,242.21</b> |
| <b>Fund: 641 - WATER</b>  |                     |        |        |   |                  |
| electric  | ELECTRIC POWER      |        |        |   | 7,748.48         |
|   |                     |        |        | <b>Fund 641 - WATER Total:</b>  | <b>7,748.48</b>  |
|   |                     |        |        | <b>Vendor 00578 - NEBRASKA PUBLIC POWER DISTRICT Total:</b>               | <b>19,990.69</b> |
| <b>Vendor: 09509 - NEMNICH AUTOMOTIVE</b>                           |                     |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>  |                     |        |        |   |                  |
| Rescue One Repairs  | VEHICLE MAINTENANCE |        |        |   | 204.75           |
| Rescue One repairs  | VEHICLE MAINTENANCE |        |        |   | 560.09           |
| veh maint   | VEHICLE MAINTENANCE |        |        |   | 68.25            |
|   |                     |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>833.09</b>    |
|   |                     |        |        | <b>Vendor 09509 - NEMNICH AUTOMOTIVE Total:</b>                           | <b>833.09</b>    |
| <b>Vendor: 09413 - NEOPOST</b>                                      |                     |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>  |                     |        |        |   |                  |
| POSTAGE   | POSTAGE             |        |        |   | 300.00           |
|   |                     |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>300.00</b>    |
|   |                     |        |        | <b>Vendor 09413 - NEOPOST Total:</b>                                      | <b>300.00</b>    |
| <b>Vendor: 09527 - NIKONT, KURT</b>                                 |                     |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>  |                     |        |        |   |                  |
| POL REF   | POOL PASSES         |        |        |   | 125.00           |
|   |                     |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>125.00</b>    |
|   |                     |        |        | <b>Vendor 09527 - NIKONT, KURT Total:</b>                                 | <b>125.00</b>    |
| <b>Vendor: 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF</b> |                     |        |        |   |                  |
| <b>Fund: 213 - CEMETERY</b>   |                     |        |        |   |                  |
| DEP SUP   | DEPARTMENT SUPPLIES |        |        |   | 136.46           |
|   |                     |        |        | <b>Fund 213 - CEMETERY Total:</b>   | <b>136.46</b>    |
|   |                     |        |        | <b>Vendor 00139 - NORTHWEST PIPE FITTINGS, INC. OF SCOTTSBLUFF Total:</b> | <b>136.46</b>    |

## Expense Approval Report

Post Dates: 6/16/2015 - 7/6/2015

| Description (Payable)   | Account Name           | (None) | (None) | (None)  | Amount          |
|---|------------------------|--------|--------|---|-----------------|
| <b>Vendor: 08840 - ONE CALL CONCEPTS, INC</b>                           |                        |        |        |   |                 |
| <b>Fund: 212 - TRANSPORTATION</b>                                       |                        |        |        |   |                 |
| CONTRACTUAL SERV  | CONTRACTUAL SERVICES   |        |        |   | 56.18           |
|   |                        |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>                                       | <b>56.18</b>    |
| <b>Fund: 631 - WASTEWATER</b>   |                        |        |        |   |                 |
| CONTRACTUAL SERV  | CONTRACTUAL SERVICES   |        |        |   | 56.18           |
|   |                        |        |        | <b>Fund 631 - WASTEWATER Total:</b>   | <b>56.18</b>    |
| <b>Fund: 641 - WATER</b>  |                        |        |        |   |                 |
| CONTRACTUAL SERV  | CONTRACTUAL SERVICES   |        |        |   | 56.19           |
|   |                        |        |        | <b>Fund 641 - WATER Total:</b>  | <b>56.19</b>    |
|   |                        |        |        | <b>Vendor 08840 - ONE CALL CONCEPTS, INC Total:</b>                           | <b>168.55</b>   |
| <b>Vendor: 00285 - OREGON TRAIL PLUMBING, HEATING &amp; COOLING INC</b> |                        |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>  |                        |        |        |   |                 |
| EQP MTC   | EQUIPMENT MAINTENANCE  |        |        |   | 1,040.00        |
| EQP MTC   | EQUIPMENT MAINTENANCE  |        |        |   | 2,822.00        |
|   |                        |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>3,862.00</b> |
| <b>Fund: 631 - WASTEWATER</b>   |                        |        |        |   |                 |
| CONTRACTUAL SVC   | CONTRACTUAL SERVICES   |        |        |   | 95.00           |
|   |                        |        |        | <b>Fund 631 - WASTEWATER Total:</b>   | <b>95.00</b>    |
|   |                        |        |        | <b>Vendor 00285 - OREGON TRAIL PLUMBING, HEATING &amp; COOLING INC Total:</b> | <b>3,957.00</b> |
| <b>Vendor: 00550 - PANHANDLE COOPERATIVE ASSOCIATION</b>                |                        |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>  |                        |        |        |   |                 |
| fuel  | SCHOOL & CONFERENCE    |        |        |   | 18.49           |
| GASOLINE  | GASOLINE               |        |        |   | 3,943.80        |
|   |                        |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>3,962.29</b> |
|   |                        |        |        | <b>Vendor 00550 - PANHANDLE COOPERATIVE ASSOCIATION Total:</b>                | <b>3,962.29</b> |
| <b>Vendor: 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC</b>             |                        |        |        |   |                 |
| <b>Fund: 641 - WATER</b>  |                        |        |        |   |                 |
| SAMPLES   | SAMPLES                |        |        |   | 72.00           |
| SAMPLES   | SAMPLES                |        |        |   | 72.00           |
| SAMPLES   | SAMPLES                |        |        |   | 72.00           |
|   |                        |        |        | <b>Fund 641 - WATER Total:</b>  | <b>216.00</b>   |
|   |                        |        |        | <b>Vendor 00487 - PANHANDLE ENVIRONMENTAL SERVICES INC Total:</b>             | <b>216.00</b>   |
| <b>Vendor: 04494 - PAUL REED CONSTRUCTION &amp; SUPPLY, INC</b>         |                        |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>  |                        |        |        |   |                 |
| GRN MTC   | GROUPS MAINTENANCE     |        |        |   | 77.00           |
| GRD MTC   | GROUPS MAINTENANCE     |        |        |   | 60.34           |
| GRD MTC   | GROUPS MAINTENANCE     |        |        |   | 65.52           |
| GRD MTC   | GROUPS MAINTENANCE     |        |        |   | 150.10          |
| GRD MTC   | GROUPS MAINTENANCE     |        |        |   | 52.15           |
|   |                        |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>405.11</b>   |
| <b>Fund: 212 - TRANSPORTATION</b>                                       |                        |        |        |   |                 |
| STR. REPAIR SUPP. - CRUSHED ...   | STREET REPAIR SUPPLIES |        |        |   | 145.61          |
|   |                        |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>                                       | <b>145.61</b>   |
|   |                        |        |        | <b>Vendor 04494 - PAUL REED CONSTRUCTION &amp; SUPPLY, INC Total:</b>         | <b>550.72</b>   |
| <b>Vendor: 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC</b>              |                        |        |        |   |                 |
| <b>Fund: 111 - GENERAL</b>  |                        |        |        |   |                 |
| CON SUP   | CONCESSION SUPPLIES    |        |        |   | 116.10          |
| CON SUP   | CONCESSION SUPPLIES    |        |        |   | 89.10           |
| CON SUP   | CONCESSION SUPPLIES    |        |        |   | 189.20          |
| CON SUP   | CONCESSION SUPPLIES    |        |        |   | 166.10          |
| CON SUP   | CONCESSION SUPPLIES    |        |        |   | 166.10          |
|   |                        |        |        | <b>Fund 111 - GENERAL Total:</b>  | <b>726.60</b>   |
|   |                        |        |        | <b>Vendor 01060 - PEPSI COLA OF WESTERN NEBRASKA, LLC Total:</b>              | <b>726.60</b>   |

## Expense Approval Report

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| Description (Payable)                               | Account Name           | (None) | (None) | (None) | Amount           |
|---|------------------------|--------|--------|--------|------------------|
| <b>Vendor: 01276 - PLATTE VALLEY BANK</b>           |                        |        |        |        |                  |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>       |                        |        |        |        |                  |
| HSA   | HSA EE PAYABLE         |        |        |        | 12,263.98        |
| HSA   | HSA ER PAYABLE         |        |        |        | 1,243.75         |
| HSA   | HSA EE PAYABLE         |        |        |        | 12,635.91        |
| HSA   | HSA ER PAYABLE         |        |        |        | 1,262.50         |
| <b>Fund 713 - CASH &amp; INVESTMENT POOL Total:</b> |                        |        |        |        | <b>27,406.14</b> |
| <b>Vendor 01276 - PLATTE VALLEY BANK Total:</b>     |                        |        |        |        | <b>27,406.14</b> |
| <b>Vendor: 00272 - POSTMASTER</b>                   |                        |        |        |        |                  |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>           |                        |        |        |        |                  |
| Postage   | POSTAGE                |        |        |        | 135.80           |
| Postage   | POSTAGE                |        |        |        | 152.45           |
| Postage   | POSTAGE                |        |        |        | 126.38           |
| <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>     |                        |        |        |        | <b>414.63</b>    |
| <b>Fund: 631 - WASTEWATER</b>                       |                        |        |        |        |                  |
| Postage   | POSTAGE                |        |        |        | 135.80           |
| Postage   | POSTAGE                |        |        |        | 152.45           |
| Postage   | POSTAGE                |        |        |        | 126.38           |
| <b>Fund 631 - WASTEWATER Total:</b>                 |                        |        |        |        | <b>414.63</b>    |
| <b>Fund: 641 - WATER</b>                            |                        |        |        |        |                  |
| Postage   | POSTAGE                |        |        |        | 135.81           |
| Postage   | POSTAGE                |        |        |        | 152.44           |
| Postage   | POSTAGE                |        |        |        | 126.39           |
| <b>Fund 641 - WATER Total:</b>                      |                        |        |        |        | <b>414.64</b>    |
| <b>Vendor 00272 - POSTMASTER Total:</b>             |                        |        |        |        | <b>1,243.90</b>  |
| <b>Vendor: 00796 - POWERPLAN</b>                    |                        |        |        |        |                  |
| <b>Fund: 212 - TRANSPORTATION</b>                   |                        |        |        |        |                  |
| PEDAL FOR GRADER                                    | EQUIPMENT MAINTENANCE  |        |        |        | 386.53           |
| <b>Fund 212 - TRANSPORTATION Total:</b>             |                        |        |        |        | <b>386.53</b>    |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>           |                        |        |        |        |                  |
| equip mtnc  | EQUIPMENT MAINTENANCE  |        |        |        | 591.28           |
| <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>     |                        |        |        |        | <b>591.28</b>    |
| <b>Vendor 00796 - POWERPLAN Total:</b>              |                        |        |        |        | <b>977.81</b>    |
| <b>Vendor: 00471 - PRO OVERHEAD DOOR</b>            |                        |        |        |        |                  |
| <b>Fund: 111 - GENERAL</b>                          |                        |        |        |        |                  |
| BLD MTC   | BUILDING MAINTENANCE   |        |        |        | 578.00           |
| <b>Fund 111 - GENERAL Total:</b>                    |                        |        |        |        | <b>578.00</b>    |
| <b>Fund: 631 - WASTEWATER</b>                       |                        |        |        |        |                  |
| BUILDING MAINT                                      | BUILDING MAINTENANCE   |        |        |        | 81.75            |
| <b>Fund 631 - WASTEWATER Total:</b>                 |                        |        |        |        | <b>81.75</b>     |
| <b>Vendor 00471 - PRO OVERHEAD DOOR Total:</b>      |                        |        |        |        | <b>659.75</b>    |
| <b>Vendor: 00266 - QUILL CORPORATION</b>            |                        |        |        |        |                  |
| <b>Fund: 111 - GENERAL</b>                          |                        |        |        |        |                  |
| DEPT SUPPL  | DEPARTMENT SUPPLIES    |        |        |        | 177.90           |
| DEPT SUPPL  | DEPARTMENT SUPPLIES    |        |        |        | 147.09           |
| DEPT SUPPL  | DEPARTMENT SUPPLIES    |        |        |        | 82.94            |
| DEPT SUPPL  | DEPARTMENT SUPPLIES    |        |        |        | 83.96            |
| DEPT SUPPL  | DEPARTMENT SUPPLIES    |        |        |        | 39.98            |
| INVEST SUPPL  | INVESTIGATION SUPPLIES |        |        |        | 295.78           |
| DEPT SUPPL  | DEPARTMENT SUPPLIES    |        |        |        | 38.97            |
| dept supplies                                       | DEPARTMENT SUPPLIES    |        |        |        | 159.60           |
| DEPT SUPPL  | DEPARTMENT SUPPLIES    |        |        |        | 20.99            |
| DEPT SUPPL  | DEPARTMENT SUPPLIES    |        |        |        | 159.90           |
| DEPT SUPPL  | DEPARTMENT SUPPLIES    |        |        |        | 121.35           |
| DEPT SUPPL  | DEPARTMENT SUPPLIES    |        |        |        | 69.46            |
| DEPT SUPPL  | DEPARTMENT SUPPLIES    |        |        |        | -20.99           |

## Expense Approval Report

Post Dates: 6/16/2015 - 7/6/2015

| Description (Payable)                                       | Account Name          | (None) | (None) | (None)  | Amount           |
|---|-----------------------|--------|--------|---|------------------|
| DEPT SUPPL  | DEPARTMENT SUPPLIES   |        |        |   | -38.97           |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                                  | <b>1,337.96</b>  |
|   |                       |        |        | <b>Vendor 00266 - QUILL CORPORATION Total:</b>                    | <b>1,337.96</b>  |
| <b>Vendor: 01502 - REAMS SPRINKLER SUPPLY CO.</b>           |                       |        |        |   |                  |
| <b>Fund: 213 - CEMETERY</b>                                 |                       |        |        |   |                  |
| EQP MTC   | EQUIPMENT MAINTENANCE |        |        |   | 926.52           |
|   |                       |        |        | <b>Fund 213 - CEMETERY Total:</b>                                 | <b>926.52</b>    |
|   |                       |        |        | <b>Vendor 01502 - REAMS SPRINKLER SUPPLY CO. Total:</b>           | <b>926.52</b>    |
| <b>Vendor: 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT</b> |                       |        |        |   |                  |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                   |                       |        |        |   |                  |
| contractual services  | CONTRACTUAL SERVICES  |        |        |   | 825.00           |
|   |                       |        |        | <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>                   | <b>825.00</b>    |
|   |                       |        |        | <b>Vendor 00703 - REGION I OFFICE OF HUMAN DEVELOPMENT Total:</b> | <b>825.00</b>    |
| <b>Vendor: 04089 - REGIONAL CARE INC</b>                    |                       |        |        |   |                  |
| <b>Fund: 812 - HEALTH INSURANCE</b>                         |                       |        |        |   |                  |
| medical claims  | CLAIMS EXPENSE        |        |        |   | 16,056.86        |
| INSURANCE PREMIUM   | PREMIUM EXPENSE       |        |        |   | 40,037.73        |
| medical claims  | CLAIMS EXPENSE        |        |        |   | 14,350.82        |
|   |                       |        |        | <b>Fund 812 - HEALTH INSURANCE Total:</b>                         | <b>70,445.41</b> |
|   |                       |        |        | <b>Vendor 04089 - REGIONAL CARE INC Total:</b>                    | <b>70,445.41</b> |
| <b>Vendor: 00364 - REGIONAL WEST MEDICAL CENTER</b>         |                       |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>                                  |                       |        |        |   |                  |
| Lohr tiders   | CONTRACTUAL SERVICES  |        |        |   | 128.65           |
| Hubbs tiders  | CONTRACTUAL SERVICES  |        |        |   | 128.65           |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                                  | <b>257.30</b>    |
|   |                       |        |        | <b>Vendor 00364 - REGIONAL WEST MEDICAL CENTER Total:</b>         | <b>257.30</b>    |
| <b>Vendor: 09046 - RICHARD JOHNSON</b>                      |                       |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>                                  |                       |        |        |   |                  |
| CON SRV   | CONTRACTUAL SERVICES  |        |        |   | 850.00           |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                                  | <b>850.00</b>    |
|   |                       |        |        | <b>Vendor 09046 - RICHARD JOHNSON Total:</b>                      | <b>850.00</b>    |
| <b>Vendor: 09519 - RICHARD P CASTILLO</b>                   |                       |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>                                  |                       |        |        |   |                  |
| CON SRV   | CONTRACTUAL SERVICES  |        |        |   | 270.00           |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                                  | <b>270.00</b>    |
|   |                       |        |        | <b>Vendor 09519 - RICHARD P CASTILLO Total:</b>                   | <b>270.00</b>    |
| <b>Vendor: 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION</b>      |                       |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>                                  |                       |        |        |   |                  |
| CONTRACTUAL SERV  | CONTRACTUAL SERVICES  |        |        |   | 87,500.00        |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                                  | <b>87,500.00</b> |
|   |                       |        |        | <b>Vendor 08204 - RIVERSIDE ZOOLOGICAL FOUNDATION Total:</b>      | <b>87,500.00</b> |
| <b>Vendor: 00366 - ROOSEVELT PUBLIC POWER DISTRICT</b>      |                       |        |        |   |                  |
| <b>Fund: 641 - WATER</b>                                    |                       |        |        |   |                  |
| ELECTRIC POWER  | ELECTRIC POWER        |        |        |   | 1,618.03         |
|   |                       |        |        | <b>Fund 641 - WATER Total:</b>                                    | <b>1,618.03</b>  |
|   |                       |        |        | <b>Vendor 00366 - ROOSEVELT PUBLIC POWER DISTRICT Total:</b>      | <b>1,618.03</b>  |
| <b>Vendor: 06685 - RUSSELL INDUSTRIES INC</b>               |                       |        |        |   |                  |
| <b>Fund: 631 - WASTEWATER</b>                               |                       |        |        |   |                  |
| EQUIP MAINT   | EQUIPMENT MAINTENANCE |        |        |   | 590.58           |
|   |                       |        |        | <b>Fund 631 - WASTEWATER Total:</b>                               | <b>590.58</b>    |
|   |                       |        |        | <b>Vendor 06685 - RUSSELL INDUSTRIES INC Total:</b>               | <b>590.58</b>    |
| <b>Vendor: 00026 - S M E C</b>                              |                       |        |        |   |                  |
| <b>Fund: 713 - CASH &amp; INVESTMENT POOL</b>               |                       |        |        |   |                  |
| Emp Dedctns   | SMEC EE PAYABLE       |        |        |   | 238.00           |

## Expense Approval Report

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| Description (Payable)  | Account Name           | (None) | (None) | (None) | Amount   |
|--|------------------------|--------|--------|--------|----------|
| employee deduction   | SMEC EE PAYABLE        |        |        |        | 238.00   |
| Fund 713 - CASH & INVESTMENT POOL Total:                           |                        |        |        |        | 476.00   |
| Vendor 00026 - S M E C Total:                                      |                        |        |        |        | 476.00   |
| Vendor: 00257 - SANDBERG IMPLEMENT, INC                            |                        |        |        |        |          |
| Fund: 111 - GENERAL  |                        |        |        |        |          |
| EQP MTC  | EQUIPMENT MAINTENANCE  |        |        |        | 27.50    |
| Fund 111 - GENERAL Total:  |                        |        |        |        | 27.50    |
| Fund: 212 - TRANSPORTATION   |                        |        |        |        |          |
| CABLE FOR GRINDLZR   | EQUIPMENT MAINTENANCE  |        |        |        | 41.48    |
| Fund 212 - TRANSPORTATION Total:                                   |                        |        |        |        | 41.48    |
| Fund: 213 - CEMETERY   |                        |        |        |        |          |
| EQP MTC  | EQUIPMENT MAINTENANCE  |        |        |        | 197.79   |
| Fund 213 - CEMETERY Total:   |                        |        |        |        | 197.79   |
| Vendor 00257 - SANDBERG IMPLEMENT, INC Total:                      |                        |        |        |        | 266.77   |
| Vendor: 02531 - SCB FIREFIGHTERS UNION LOCAL 1454                  |                        |        |        |        |          |
| Fund: 713 - CASH & INVESTMENT POOL                                 |                        |        |        |        |          |
| FIRE EE DUES   | FIRE UNION DUES EE PAY |        |        |        | 210.00   |
| FIRE EE DUES   | FIRE UNION DUES EE PAY |        |        |        | 210.00   |
| Fund 713 - CASH & INVESTMENT POOL Total:                           |                        |        |        |        | 420.00   |
| Vendor 02531 - SCB FIREFIGHTERS UNION LOCAL 1454 Total:            |                        |        |        |        | 420.00   |
| Vendor: 03671 - SCHAEFFER MANUFACTURING COMPANY                    |                        |        |        |        |          |
| Fund: 111 - GENERAL  |                        |        |        |        |          |
| DEP SUP  | DEPARTMENT SUPPLIES    |        |        |        | 571.80   |
| Fund 111 - GENERAL Total:  |                        |        |        |        | 571.80   |
| Vendor 03671 - SCHAEFFER MANUFACTURING COMPANY Total:              |                        |        |        |        | 571.80   |
| Vendor: 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION            |                        |        |        |        |          |
| Fund: 713 - CASH & INVESTMENT POOL                                 |                        |        |        |        |          |
| POLICE EE DUES   | POL UNION DUES EE PAY  |        |        |        | 600.00   |
| POLICE EE DUES   | POL UNION DUES EE PAY  |        |        |        | 624.00   |
| Fund 713 - CASH & INVESTMENT POOL Total:                           |                        |        |        |        | 1,224.00 |
| Vendor 00273 - SCOTTSBLUFF POLICE OFFICERS ASSOCIATION Total:      |                        |        |        |        | 1,224.00 |
| Vendor: 08966 - SCOTTSBLUFF SCREEN PRINTING                        |                        |        |        |        |          |
| Fund: 213 - CEMETERY   |                        |        |        |        |          |
| UNF CLT  | UNIFORMS & CLOTHING    |        |        |        | 253.00   |
| Fund 213 - CEMETERY Total:   |                        |        |        |        | 253.00   |
| Vendor 08966 - SCOTTSBLUFF SCREEN PRINTING Total:                  |                        |        |        |        | 253.00   |
| Vendor: 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC       |                        |        |        |        |          |
| Fund: 111 - GENERAL  |                        |        |        |        |          |
| UNF CTH  | UNIFORMS & CLOTHING    |        |        |        | 121.00   |
| UNF CTH  | UNIFORMS & CLOTHING    |        |        |        | 501.00   |
| Fund 111 - GENERAL Total:  |                        |        |        |        | 622.00   |
| Vendor 01271 - SCOTTSBLUFF SCREENPRINTING & EMBROIDERY, LLC Total: |                        |        |        |        | 622.00   |
| Vendor: 08180 - SCREENVISION                                       |                        |        |        |        |          |
| Fund: 661 - STORMWATER   |                        |        |        |        |          |
| CONTRACTUAL SVC  | CONTRACTUAL SERVICES   |        |        |        | 272.00   |
| Fund 661 - STORMWATER Total:                                       |                        |        |        |        | 272.00   |
| Vendor 08180 - SCREENVISION Total:                                 |                        |        |        |        | 272.00   |
| Vendor: 00684 - SHERIFF'S OFFICE                                   |                        |        |        |        |          |
| Fund: 111 - GENERAL  |                        |        |        |        |          |
| legal fees   | LEGAL FEES             |        |        |        | 261.20   |
| Fund 111 - GENERAL Total:  |                        |        |        |        | 261.20   |
| Vendor 00684 - SHERIFF'S OFFICE Total:                             |                        |        |        |        | 261.20   |

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| Description (Payable)                               | Account Name          | (None) | (None) | (None)  | Amount           |
|---|-----------------------|--------|--------|---|------------------|
| <b>Vendor: 00786 - SHERWIN WILLIAMS</b>             |                       |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>                          |                       |        |        |   |                  |
| GRD MTC   | GROUNDS MAINTENANCE   |        |        |   | 61.64            |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                          | <b>61.64</b>     |
|   |                       |        |        | <b>Vendor 00786 - SHERWIN WILLIAMS Total:</b>             | <b>61.64</b>     |
| <b>Vendor: 00021 - SIMMONS OLSEN LAW FIRM, P.C.</b> |                       |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>                          |                       |        |        |   |                  |
| contractual   | CONTRACTUAL SERVICES  |        |        |   | 6,190.33         |
| contractual   | CONTRACTUAL SERVICES  |        |        |   | 4,117.77         |
| contractual   | CONTRACTUAL SERVICES  |        |        |   | 762.50           |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                          | <b>11,070.60</b> |
| <b>Fund: 224 - ECONOMIC DEVELOPMENT</b>             |                       |        |        |   |                  |
| contractual   | CONTRACTUAL SERVICES  |        |        |   | 437.50           |
| contractual   | CONTRACTUAL SERVICES  |        |        |   | 62.50            |
| contractual   | CONTRACTUAL SERVICES  |        |        |   | 612.50           |
| contractual   | CONTRACTUAL SERVICES  |        |        |   | 2,087.50         |
| contractual   | CONTRACTUAL SERVICES  |        |        |   | 50.00            |
| contractual   | CONTRACTUAL SERVICES  |        |        |   | 900.00           |
| contractual   | CONTRACTUAL SERVICES  |        |        |   | 25.00            |
|   |                       |        |        | <b>Fund 224 - ECONOMIC DEVELOPMENT Total:</b>             | <b>4,175.00</b>  |
|   |                       |        |        | <b>Vendor 00021 - SIMMONS OLSEN LAW FIRM, P.C. Total:</b> | <b>15,245.60</b> |
| <b>Vendor: 01031 - SIMON CONTRACTORS</b>            |                       |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>                          |                       |        |        |   |                  |
| GRD MTC   | GROUNDS MAINTENANCE   |        |        |   | 123.40           |
| GRD MTC   | GROUNDS MAINTENANCE   |        |        |   | 99.15            |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                          | <b>222.55</b>    |
| <b>Fund: 212 - TRANSPORTATION</b>                   |                       |        |        |   |                  |
| CONCRETE  | STREET MAINTENANCE    |        |        |   | 940.50           |
| CONCRETE  | STREET MAINTENANCE    |        |        |   | 544.50           |
| CONCRETE  | STREET MAINTENANCE    |        |        |   | 445.50           |
| CONCRETE  | STREET MAINTENANCE    |        |        |   | 133.75           |
| CONCRETE  | STREET MAINTENANCE    |        |        |   | 339.00           |
| CONCRETE  | STREET MAINTENANCE    |        |        |   | 339.00           |
| CONCRETE  | STREET MAINTENANCE    |        |        |   | 654.00           |
| CONCRETE  | STREET MAINTENANCE    |        |        |   | 572.00           |
| CONCRETE  | STREET MAINTENANCE    |        |        |   | 936.00           |
|   |                       |        |        | <b>Fund 212 - TRANSPORTATION Total:</b>                   | <b>4,904.25</b>  |
|   |                       |        |        | <b>Vendor 01031 - SIMON CONTRACTORS Total:</b>            | <b>5,126.80</b>  |
| <b>Vendor: 02918 - SIRSI CORPORATION</b>            |                       |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>                          |                       |        |        |   |                  |
| Dep sup   | DEPARTMENT SUPPLIES   |        |        |   | 364.50           |
| Equip main  | EQUIPMENT MAINTENANCE |        |        |   | 7,566.57         |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                          | <b>7,931.07</b>  |
|   |                       |        |        | <b>Vendor 02918 - SIRSI CORPORATION Total:</b>            | <b>7,931.07</b>  |
| <b>Vendor: 00513 - SNELL SERVICES INC.</b>          |                       |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>                          |                       |        |        |   |                  |
| EQP MTC   | EQUIPMENT MAINTENANCE |        |        |   | 571.35           |
| GRD MTC   | GROUNDS MAINTENANCE   |        |        |   | 70.00            |
|   |                       |        |        | <b>Fund 111 - GENERAL Total:</b>                          | <b>641.35</b>    |
|   |                       |        |        | <b>Vendor 00513 - SNELL SERVICES INC. Total:</b>          | <b>641.35</b>    |
| <b>Vendor: 00269 - SOURCE GAS</b>                   |                       |        |        |   |                  |
| <b>Fund: 111 - GENERAL</b>                          |                       |        |        |   |                  |
| Monthly Energy Fuel                                 | HEATING FUEL          |        |        |   | 81.66            |
| Monthly Energy Fuel                                 | HEATING FUEL          |        |        |   | 41.48            |
| Monthly Energy Fuel                                 | HEATING FUEL          |        |        |   | 41.47            |
| Monthly Energy Fuel                                 | HEATING FUEL          |        |        |   | 27.27            |



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| Description (Payable)                            | Account Name          | (None) | (None) | (None) | Amount   |
|--|-----------------------|--------|--------|--------|----------|
| Monthly Energy Fuel                              | HEATING FUEL          |        |        |        | 82.31    |
| Monthly Energy Fuel                              | HEATING FUEL          |        |        |        | 30.19    |
| Monthly Energy Fuel                              | HEATING FUEL          |        |        |        | 843.13   |
| Fund 111 - GENERAL Total:                        |                       |        |        |        | 1,147.51 |
| <b>Fund: 212 - TRANSPORTATION</b>                |                       |        |        |        |          |
| Monthly Energy Fuel                              | HEATING FUEL          |        |        |        | 309.90   |
| Fund 212 - TRANSPORTATION Total:                 |                       |        |        |        | 309.90   |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>        |                       |        |        |        |          |
| Monthly Energy Fuel                              | HEATING FUEL          |        |        |        | 62.37    |
| Fund 621 - ENVIRONMENTAL SERVICES Total:         |                       |        |        |        | 62.37    |
| <b>Fund: 641 - WATER</b>                         |                       |        |        |        |          |
| Monthly Energy Fuel                              | HEATING FUEL          |        |        |        | 147.75   |
| Fund 641 - WATER Total:                          |                       |        |        |        | 147.75   |
| Vendor 00269 - SOURCE GAS Total:                 |                       |        |        |        | 1,667.53 |
| <b>Vendor: 00054 - STATE HEALTH LAB</b>          |                       |        |        |        |          |
| <b>Fund: 641 - WATER</b>                         |                       |        |        |        |          |
| SAMPLES  | SAMPLES               |        |        |        | 152.00   |
| Fund 641 - WATER Total:                          |                       |        |        |        | 152.00   |
| Vendor 00054 - STATE HEALTH LAB Total:           |                       |        |        |        | 152.00   |
| <b>Vendor: 01235 - STATE OF NE.</b>              |                       |        |        |        |          |
| <b>Fund: 111 - GENERAL</b>                       |                       |        |        |        |          |
| BLOOD TESTS                                      | CONTRACTUAL SERVICES  |        |        |        | 525.00   |
| Fund 111 - GENERAL Total:                        |                       |        |        |        | 525.00   |
| Vendor 01235 - STATE OF NE. Total:               |                       |        |        |        | 525.00   |
| <b>Vendor: 00240 - STATE OF NE.DEPT.OF LABOR</b> |                       |        |        |        |          |
| <b>Fund: 111 - GENERAL</b>                       |                       |        |        |        |          |
| EQP MTC  | EQUIPMENT MAINTENANCE |        |        |        | 72.00    |
| EQP MTC  | EQUIPMENT MAINTENANCE |        |        |        | 18.00    |
| Fund 111 - GENERAL Total:                        |                       |        |        |        | 90.00    |
| Vendor 00240 - STATE OF NE.DEPT.OF LABOR Total:  |                       |        |        |        | 90.00    |
| <b>Vendor: 00404 - STATE OF NEBR</b>             |                       |        |        |        |          |
| <b>Fund: 111 - GENERAL</b>                       |                       |        |        |        |          |
| LONG DISTANCE                                    | TELEPHONE             |        |        |        | 1.10     |
| Monthly Long Distance                            | TELEPHONE             |        |        |        | 6.04     |
| Monthly Long Distance                            | TELEPHONE             |        |        |        | 3.47     |
| Monthly Long Distance                            | TELEPHONE             |        |        |        | 6.15     |
| Monthly Long Distance                            | TELEPHONE             |        |        |        | 1.26     |
| Monthly Long Distance                            | TELEPHONE             |        |        |        | 0.94     |
| Monthly Long Distance                            | TELEPHONE             |        |        |        | 10.09    |
| Monthly Long Distance                            | TELEPHONE             |        |        |        | 13.10    |
| Monthly Long Distance                            | TELEPHONE             |        |        |        | 36.08    |
| Monthly Long Distance                            | TELEPHONE             |        |        |        | 13.53    |
| Monthly Long Distance                            | TELEPHONE             |        |        |        | 5.12     |
| Monthly Long Distance                            | TELEPHONE             |        |        |        | 5.66     |
| LONG DISTANCE                                    | TELEPHONE             |        |        |        | 2.36     |
| Fund 111 - GENERAL Total:                        |                       |        |        |        | 104.90   |
| <b>Fund: 212 - TRANSPORTATION</b>                |                       |        |        |        |          |
| Monthly Long Distance                            | TELEPHONE             |        |        |        | 13.46    |
| Fund 212 - TRANSPORTATION Total:                 |                       |        |        |        | 13.46    |
| <b>Fund: 213 - CEMETERY</b>                      |                       |        |        |        |          |
| Monthly Long Distance                            | TELEPHONE             |        |        |        | 4.32     |
| Fund 213 - CEMETERY Total:                       |                       |        |        |        | 4.32     |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>        |                       |        |        |        |          |
| Monthly Long Distance                            | TELEPHONE             |        |        |        | 3.51     |
| Fund 621 - ENVIRONMENTAL SERVICES Total:         |                       |        |        |        | 3.51     |

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| Description (Payable)   | Account Name           | (None) | (None) | (None) | Amount              |
|---|------------------------|--------|--------|--------|---------------------|
| <b>Fund: 631 - WASTEWATER</b>                                 |                        |        |        |        |                     |
| Monthly Long Distance   | TELEPHONE              |        |        |        | 4.12                |
| <b>Fund 631 - WASTEWATER Total:</b>                           |                        |        |        |        | <b>4.12</b>         |
| <b>Fund: 641 - WATER</b>                                      |                        |        |        |        |                     |
| Monthly Long Distance   | TELEPHONE              |        |        |        | 2.94                |
| <b>Fund 641 - WATER Total:</b>                                |                        |        |        |        | <b>2.94</b>         |
| <b>Fund: 661 - STORMWATER</b>                                 |                        |        |        |        |                     |
| Monthly Long Distance   | TELEPHONE              |        |        |        | 1.59                |
| <b>Fund 661 - STORMWATER Total:</b>                           |                        |        |        |        | <b>1.59</b>         |
| <b>Fund: 721 - GIS SERVICES</b>                               |                        |        |        |        |                     |
| Monthly Long Distance   | TELEPHONE              |        |        |        | 1.13                |
| <b>Fund 721 - GIS SERVICES Total:</b>                         |                        |        |        |        | <b>1.13</b>         |
| <b>Vendor 00404 - STATE OF NEBR Total:</b>                    |                        |        |        |        | <b>135.97</b>       |
| <b>Vendor: 00944 - STATE OF NEBRASKA DEPT OF HEALTH</b>       |                        |        |        |        |                     |
| <b>Fund: 641 - WATER</b>                                      |                        |        |        |        |                     |
| LICENSE   | LICENSE/PERMITS        |        |        |        | 28.75               |
| <b>Fund 641 - WATER Total:</b>                                |                        |        |        |        | <b>28.75</b>        |
| <b>Vendor 00944 - STATE OF NEBRASKA DEPT OF HEALTH Total:</b> |                        |        |        |        | <b>28.75</b>        |
| <b>Vendor: 09507 - STEVE W. HODGES</b>                        |                        |        |        |        |                     |
| <b>Fund: 111 - GENERAL</b>                                    |                        |        |        |        |                     |
| CON SRV   | CONTRACTUAL SERVICES   |        |        |        | 90.00               |
| <b>Fund 111 - GENERAL Total:</b>                              |                        |        |        |        | <b>90.00</b>        |
| <b>Vendor 09507 - STEVE W. HODGES Total:</b>                  |                        |        |        |        | <b>90.00</b>        |
| <b>Vendor: 01967 - SWANK MOTION PICTURES INC</b>              |                        |        |        |        |                     |
| <b>Fund: 111 - GENERAL</b>                                    |                        |        |        |        |                     |
| SPE EVT   | SPECIAL EVENTS         |        |        |        | 326.00              |
| <b>Fund 111 - GENERAL Total:</b>                              |                        |        |        |        | <b>326.00</b>       |
| <b>Vendor 01967 - SWANK MOTION PICTURES INC Total:</b>        |                        |        |        |        | <b>326.00</b>       |
| <b>Vendor: 00677 - TERRY D SCOTT</b>                          |                        |        |        |        |                     |
| <b>Fund: 111 - GENERAL</b>                                    |                        |        |        |        |                     |
| VEH MTC   | VEHICLE MAINTENANCE    |        |        |        | 374.98              |
| <b>Fund 111 - GENERAL Total:</b>                              |                        |        |        |        | <b>374.98</b>       |
| <b>Vendor 00677 - TERRY D SCOTT Total:</b>                    |                        |        |        |        | <b>374.98</b>       |
| <b>Vendor: 01325 - THE PEAVEY CORP</b>                        |                        |        |        |        |                     |
| <b>Fund: 111 - GENERAL</b>                                    |                        |        |        |        |                     |
| INVEST SUPPL  | INVESTIGATION SUPPLIES |        |        |        | 409.50              |
| INVEST SUPPL  | INVESTIGATION SUPPLIES |        |        |        | 343.70              |
| <b>Fund 111 - GENERAL Total:</b>                              |                        |        |        |        | <b>753.20</b>       |
| <b>Vendor 01325 - THE PEAVEY CORP Total:</b>                  |                        |        |        |        | <b>753.20</b>       |
| <b>Vendor: 00666 - TOPKOTE INC</b>                            |                        |        |        |        |                     |
| <b>Fund: 212 - TRANSPORTATION</b>                             |                        |        |        |        |                     |
| CHIP SEAL PROJECT   | STREET PROJECTS        |        |        |        | 1,283,656.00        |
| <b>Fund 212 - TRANSPORTATION Total:</b>                       |                        |        |        |        | <b>1,283,656.00</b> |
| <b>Vendor 00666 - TOPKOTE INC Total:</b>                      |                        |        |        |        | <b>1,283,656.00</b> |
| <b>Vendor: 07814 - TOTAL FUNDS BY HASLER</b>                  |                        |        |        |        |                     |
| <b>Fund: 111 - GENERAL</b>                                    |                        |        |        |        |                     |
| Pstge   | POSTAGE                |        |        |        | 500.00              |
| <b>Fund 111 - GENERAL Total:</b>                              |                        |        |        |        | <b>500.00</b>       |
| <b>Vendor 07814 - TOTAL FUNDS BY HASLER Total:</b>            |                        |        |        |        | <b>500.00</b>       |

## Expense Approval Report

Post Dates: 6/16/2015 - 7/6/2015

| Description (Payable)   | Account Name          | (None) | (None) | (None) | Amount          |
|---|-----------------------|--------|--------|--------|-----------------|
| <b>Vendor: 08002 - TOYOTA MOTOR CREDIT CORPORATION</b>                          |                       |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>  |                       |        |        |        |                 |
| HIDTA CAR LEASE   | RENT-MACHINES         |        |        |        | 383.99          |
| <b>Fund 111 - GENERAL Total:</b>  |                       |        |        |        | <b>383.99</b>   |
| <b>Vendor 08002 - TOYOTA MOTOR CREDIT CORPORATION Total:</b>                    |                       |        |        |        | <b>383.99</b>   |
| <b>Vendor: 07537 - TRANS IOWA EQUIPMENT LLC</b>                                 |                       |        |        |        |                 |
| <b>Fund: 631 - WASTEWATER</b>   |                       |        |        |        |                 |
| VEH MAINT   | VEHICLE MAINTENANCE   |        |        |        | 91.07           |
| <b>Fund 631 - WASTEWATER Total:</b>   |                       |        |        |        | <b>91.07</b>    |
| <b>Vendor 07537 - TRANS IOWA EQUIPMENT LLC Total:</b>                           |                       |        |        |        | <b>91.07</b>    |
| <b>Vendor: 08796 - TRI-STATE SPRINKLER SYSTEMS, LLC</b>                         |                       |        |        |        |                 |
| <b>Fund: 661 - STORMWATER</b>   |                       |        |        |        |                 |
| CONTRACTUAL SVC   | CONTRACTUAL SERVICES  |        |        |        | 3,500.00        |
| <b>Fund 661 - STORMWATER Total:</b>   |                       |        |        |        | <b>3,500.00</b> |
| <b>Vendor 08796 - TRI-STATE SPRINKLER SYSTEMS, LLC Total:</b>                   |                       |        |        |        | <b>3,500.00</b> |
| <b>Vendor: 08821 - TYLER TECHNOLOGIES, INC</b>                                  |                       |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>  |                       |        |        |        |                 |
| FEES  | CONTRACTUAL SERVICES  |        |        |        | 87.00           |
| <b>Fund 111 - GENERAL Total:</b>  |                       |        |        |        | <b>87.00</b>    |
| <b>Fund: 621 - ENVIRONMENTAL SERVICES</b>                                       |                       |        |        |        |                 |
| FEES  | CONTRACTUAL SERVICES  |        |        |        | 87.00           |
| <b>Fund 621 - ENVIRONMENTAL SERVICES Total:</b>                                 |                       |        |        |        | <b>87.00</b>    |
| <b>Fund: 631 - WASTEWATER</b>   |                       |        |        |        |                 |
| FEES  | CONTRACTUAL SERVICES  |        |        |        | 87.00           |
| <b>Fund 631 - WASTEWATER Total:</b>   |                       |        |        |        | <b>87.00</b>    |
| <b>Fund: 641 - WATER</b>  |                       |        |        |        |                 |
| FEES  | CONTRACTUAL SERVICES  |        |        |        | 87.00           |
| <b>Fund 641 - WATER Total:</b>  |                       |        |        |        | <b>87.00</b>    |
| <b>Vendor 08821 - TYLER TECHNOLOGIES, INC Total:</b>                            |                       |        |        |        | <b>348.00</b>   |
| <b>Vendor: 09526 - UNIVERSAL ACOUSTIC &amp; EMISSION TECHNOLOGIES INC</b>       |                       |        |        |        |                 |
| <b>Fund: 631 - WASTEWATER</b>   |                       |        |        |        |                 |
| EQUIP MAINT   | EQUIPMENT MAINTENANCE |        |        |        | 3,477.36        |
| <b>Fund 631 - WASTEWATER Total:</b>   |                       |        |        |        | <b>3,477.36</b> |
| <b>Vendor 09526 - UNIVERSAL ACOUSTIC &amp; EMISSION TECHNOLOGIES INC Total:</b> |                       |        |        |        | <b>3,477.36</b> |
| <b>Vendor: 08887 - UPSTART ENTERPRISES, LLC</b>                                 |                       |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>  |                       |        |        |        |                 |
| DEPT SUPPL  | DEPARTMENT SUPPLIES   |        |        |        | 83.06           |
| <b>Fund 111 - GENERAL Total:</b>  |                       |        |        |        | <b>83.06</b>    |
| <b>Vendor 08887 - UPSTART ENTERPRISES, LLC Total:</b>                           |                       |        |        |        | <b>83.06</b>    |
| <b>Vendor: 09528 - UPWARD BOUND</b>   |                       |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>  |                       |        |        |        |                 |
| POL REV   | POOL REVENUES         |        |        |        | 50.00           |
| <b>Fund 111 - GENERAL Total:</b>  |                       |        |        |        | <b>50.00</b>    |
| <b>Vendor 09528 - UPWARD BOUND Total:</b>                                       |                       |        |        |        | <b>50.00</b>    |
| <b>Vendor: 08828 - US BANK</b>  |                       |        |        |        |                 |
| <b>Fund: 111 - GENERAL</b>  |                       |        |        |        |                 |
| Wallace Cert.   | MEMBERSHIPS           |        |        |        | 50.00           |
| LIC/PER   | LICENSE/PERMITS       |        |        |        | 594.00          |
| LIC PER   | LICENSE/PERMITS       |        |        |        | 133.00          |
| LIC PER   | LICENSE/PERMITS       |        |        |        | 27.00           |
| LIC/PER   | LICENSE/PERMITS       |        |        |        | 27.00           |
| LICENSE FEE   | MEMBERSHIPS           |        |        |        | 175.00          |
| EQUIP MAINT   | EQUIPMENT MAINTENANCE |        |        |        | 279.37          |
| SCH CON   | SCHOOL & CONFERENCE   |        |        |        | 119.00          |
| DEP SUP   | DEPARTMENT SUPPLIES   |        |        |        | 65.11           |

## Expense Approval Report

Post Dates: 6/16/2015 - 7/6/2015

| Description (Payable)                             | Account Name           | (None) | (None) | (None) | Amount    |
|---|------------------------|--------|--------|--------|-----------|
| EQUIP MAINT                                       | EQUIPMENT MAINTENANCE  |        |        |        | 225.00    |
| GASOLINE  | GASOLINE               |        |        |        | 40.08     |
| GASOLINE  | GASOLINE               |        |        |        | 59.00     |
| LIC PER   | LICENSE/PERMITS        |        |        |        | 133.00    |
| DEP SUP   | DEPARTMENT SUPPLIES    |        |        |        | 265.00    |
| LIC/PER   | LICENSE/PERMITS        |        |        |        | 27.00     |
| SCHOOLS & CONF                                    | SCHOOL & CONFERENCE    |        |        |        | -23.64    |
| Fund 111 - GENERAL Total:                         |                        |        |        |        | 2,194.92  |
| Fund: 215 - SPECIAL PROJECTS                      |                        |        |        |        |           |
| DEP SUP   | DEPARTMENT SUPPLIES    |        |        |        | 255.96    |
| Fund 215 - SPECIAL PROJECTS Total:                |                        |        |        |        | 255.96    |
| Fund: 661 - STORMWATER                            |                        |        |        |        |           |
| DEPT SUP  | DEPARTMENT SUPPLIES    |        |        |        | 136.00    |
| Fund 661 - STORMWATER Total:                      |                        |        |        |        | 136.00    |
| Vendor 08828 - US BANK Total:                     |                        |        |        |        | 2,586.88  |
| Vendor: 09497 - VERNE SIMMONDS CO                 |                        |        |        |        |           |
| Fund: 111 - GENERAL                               |                        |        |        |        |           |
| CON   | CONTINGENCY            |        |        |        | 16,523.00 |
| Fund 111 - GENERAL Total:                         |                        |        |        |        | 16,523.00 |
| Vendor 09497 - VERNE SIMMONDS CO Total:           |                        |        |        |        | 16,523.00 |
| Vendor: 04529 - W & R INC                         |                        |        |        |        |           |
| Fund: 111 - GENERAL                               |                        |        |        |        |           |
| EQP MTC   | EQUIPMENT MAINTENANCE  |        |        |        | 192.82    |
| Fund 111 - GENERAL Total:                         |                        |        |        |        | 192.82    |
| Vendor 04529 - W & R INC Total:                   |                        |        |        |        | 192.82    |
| Vendor: 09531 - WASSERBURGER, HILLARY             |                        |        |        |        |           |
| Fund: 111 - GENERAL                               |                        |        |        |        |           |
| POL REF   | POOL PASSES            |        |        |        | 75.00     |
| Fund 111 - GENERAL Total:                         |                        |        |        |        | 75.00     |
| Vendor 09531 - WASSERBURGER, HILLARY Total:       |                        |        |        |        | 75.00     |
| Vendor: 03674 - WELLS FARGO BANK, N.A.            |                        |        |        |        |           |
| Fund: 713 - CASH & INVESTMENT POOL                |                        |        |        |        |           |
| Retirement  | REGULAR RETIRE EE PAY  |        |        |        | 7,116.17  |
| Retirement  | RETIRE FIRE EE PAYABLE |        |        |        | 2,420.06  |
| Retirement  | RETIRE POLICE EE PAY   |        |        |        | 4,275.16  |
| Retirement  | REGULAR RETIRE ER PAY  |        |        |        | 6,738.30  |
| Retirement  | RETIRE-FIRE ER PAYABLE |        |        |        | 4,046.13  |
| Retirement  | RETIRE-POLICE ER PAY   |        |        |        | 4,223.91  |
| RETIREMENT  | REGULAR RETIRE EE PAY  |        |        |        | 7,476.72  |
| RETIREMENT  | RETIRE FIRE EE PAYABLE |        |        |        | 2,452.59  |
| RETIREMENT  | RETIRE POLICE EE PAY   |        |        |        | 4,290.67  |
| RETIREMENT  | REGULAR RETIRE ER PAY  |        |        |        | 7,084.62  |
| RETIREMENT  | RETIRE-FIRE ER PAYABLE |        |        |        | 4,111.16  |
| RETIREMENT  | RETIRE-POLICE ER PAY   |        |        |        | 4,229.01  |
| Fund 713 - CASH & INVESTMENT POOL Total:          |                        |        |        |        | 58,464.50 |
| Vendor 03674 - WELLS FARGO BANK, N.A. Total:      |                        |        |        |        | 58,464.50 |
| Vendor: 00268 - WESTERN COOPRTATIVE COMPANY       |                        |        |        |        |           |
| Fund: 111 - GENERAL                               |                        |        |        |        |           |
| GRD MTC   | GROUPS MAINTENANCE     |        |        |        | 91.75     |
| GRD MTC   | GROUPS MAINTENANCE     |        |        |        | 48.68     |
| Fund 111 - GENERAL Total:                         |                        |        |        |        | 140.43    |
| Fund: 212 - TRANSPORTATION                        |                        |        |        |        |           |
| WEED SPRAY  | DEPARTMENT SUPPLIES    |        |        |        | 165.30    |
| Fund 212 - TRANSPORTATION Total:                  |                        |        |        |        | 165.30    |
| Vendor 00268 - WESTERN COOPRTATIVE COMPANY Total: |                        |        |        |        | 305.73    |

## Expense Approval Report

Post Dates: 6/16/2015 - 7/6/2015

| Description (Payable)  | Account Name        | (None) | (None) | (None) | Amount       |
|--|---------------------|--------|--------|--------|--------------|
| Vendor: 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC                     |                     |        |        |        |              |
| Fund: 111 - GENERAL  |                     |        |        |        |              |
| DEP SUP  | DEPARTMENT SUPPLIES |        |        |        | 23.99        |
| Fund 111 - GENERAL Total:  |                     |        |        |        | 23.99        |
| Vendor 07239 - WYOMING FIRST AID & SAFETY SUPPLY, LLC Total:               |                     |        |        |        | 23.99        |
| Vendor: 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE       |                     |        |        |        |              |
| Fund: 713 - CASH & INVESTMENT POOL   |                     |        |        |        |              |
| FITNESS  | YMCA PAY EE         |        |        |        | 2,021.50     |
| Fund 713 - CASH & INVESTMENT POOL Total:                                   |                     |        |        |        | 2,021.50     |
| Vendor 02057 - YOUNG MEN'S CHRISTIAN ASSOCIATION OF SCOTTSBLUFF, NE Total: |                     |        |        |        | 2,021.50     |
| Grand Total:   |                     |        |        |        | 1,907,804.89 |

## Report Summary

## Fund Summary

| Fund                         | Expense Amount      | Payment Amount    |
|------------------------------|---------------------|-------------------|
| 111 - GENERAL                | 197,475.52          | 1,499.97          |
| 212 - TRANSPORTATION         | 1,335,267.09        | 0.00              |
| 213 - CEMETERY               | 1,870.14            | 0.00              |
| 215 - SPECIAL PROJECTS       | 255.96              | 0.00              |
| 223 - KENO                   | 454.40              | 0.00              |
| 224 - ECONOMIC DEVELOPMENT   | 4,175.00            | 0.00              |
| 621 - ENVIRONMENTAL SERVICES | 6,126.65            | 414.63            |
| 631 - WASTEWATER             | 21,136.06           | 414.63            |
| 641 - WATER                  | 34,014.59           | 15,309.19         |
| 661 - STORMWATER             | 5,912.43            | 144.60            |
| 713 - CASH & INVESTMENT POOL | 230,670.51          | 230,670.51        |
| 721 - GIS SERVICES           | 1.13                | 0.00              |
| 812 - HEALTH INSURANCE       | 70,445.41           | 30,407.68         |
| <b>Grand Total:</b>          | <b>1,907,804.89</b> | <b>278,861.21</b> |

## Account Summary

| Account Number | Account Name           | Expense Amount | Payment Amount |
|----------------|------------------------|----------------|----------------|
| 111-21311      | SALES TAX PAYABLE      | 850.83         | 850.83         |
| 111-42201-171  | CAMPGROUND FEES        | 20.00          | 0.00           |
| 111-42203-172  | POOL REVENUES          | 50.00          | 0.00           |
| 111-42205-172  | POOL PASSES            | 200.00         | 0.00           |
| 111-42206-171  | PARK SHELTER/EVENT FEE | 25.00          | 0.00           |
| 111-51281-142  | DISABILITY INSURANCE   | 402.56         | 402.56         |
| 111-52111-111  | DEPARTMENT SUPPLIES    | 568.05         | 0.00           |
| 111-52111-114  | DEPARTMENT SUPPLIES    | 100.00         | 0.00           |
| 111-52111-121  | DEPARTMENT SUPPLIES    | 164.21         | 0.00           |
| 111-52111-141  | DEPARTMENT SUPPLIES    | 944.34         | 0.00           |
| 111-52111-142  | DEPARTMENT SUPPLIES    | 522.45         | 0.00           |
| 111-52111-143  | DEPARTMENT SUPPLIES    | 513.87         | 0.00           |
| 111-52111-151  | DEPARTMENT SUPPLIES    | 1,482.14       | 0.00           |
| 111-52111-171  | DEPARTMENT SUPPLIES    | 1,415.79       | 0.00           |
| 111-52111-172  | DEPARTMENT SUPPLIES    | 832.67         | 0.00           |
| 111-52114-172  | CONCESSION SUPPLIES    | 3,006.50       | 0.00           |
| 111-52121-141  | JANITORIAL SUPPLIES    | 79.57          | 0.00           |
| 111-52121-142  | JANITORIAL SUPPLIES    | 79.58          | 0.00           |
| 111-52121-151  | JANITORIAL SUPPLIES    | 440.97         | 0.00           |
| 111-52134-172  | SPECIAL EVENTS         | 326.00         | 0.00           |
| 111-52163-142  | INVESTIGATION SUPPLIES | 1,048.98       | 0.00           |
| 111-52181-141  | UNIFORMS & CLOTHING    | 1,095.80       | 0.00           |
| 111-52181-142  | UNIFORMS & CLOTHING    | 427.13         | 0.00           |
| 111-52181-172  | UNIFORMS & CLOTHING    | 622.00         | 0.00           |
| 111-52222-151  | BOOKS                  | 2,601.85       | 0.00           |
| 111-52311-111  | MEMBERSHIPS            | 175.00         | 0.00           |
| 111-52311-114  | MEMBERSHIPS            | 4,690.73       | 0.00           |
| 111-52311-141  | MEMBERSHIPS            | 50.00          | 0.00           |
| 111-52411-111  | POSTAGE                | 34.75          | 0.00           |
| 111-52411-142  | POSTAGE                | 300.00         | 0.00           |
| 111-52411-151  | POSTAGE                | 500.00         | 0.00           |
| 111-52511-142  | GASOLINE               | 4,042.88       | 0.00           |
| 111-53111-112  | CONTRACTUAL SERVICES   | 450.00         | 0.00           |
| 111-53111-114  | CONTRACTUAL SERVICES   | 17,352.63      | 0.00           |
| 111-53111-116  | CONTRACTUAL SERVICES   | 87.00          | 0.00           |
| 111-53111-121  | CONTRACTUAL SERVICES   | 2,872.50       | 0.00           |
| 111-53111-141  | CONTRACTUAL SERVICES   | 1,838.10       | 0.00           |
| 111-53111-142  | CONTRACTUAL SERVICES   | 4,737.77       | 0.00           |
| 111-53111-171  | CONTRACTUAL SERVICES   | 1,005.00       | 0.00           |
| 111-53111-172  | CONTRACTUAL SERVICES   | 90,974.50      | 0.00           |

## Account Summary

| Account Number | Account Name           | Expense Amount | Payment Amount |
|----------------|------------------------|----------------|----------------|
| 111-53161-143  | LEGAL PUBLICATIONS     | 18.70          | 0.00           |
| 111-53211-114  | LEGAL FEES             | 261.20         | 0.00           |
| 111-53211-171  | LEGAL FEES             | 246.58         | 246.58         |
| 111-53421-111  | BUILDING MAINTENANCE   | 15.00          | 0.00           |
| 111-53421-141  | BUILDING MAINTENANCE   | 443.43         | 0.00           |
| 111-53421-142  | BUILDING MAINTENANCE   | 19.50          | 0.00           |
| 111-53421-171  | BUILDING MAINTENANCE   | 578.00         | 0.00           |
| 111-53421-172  | BUILDING MAINTENANCE   | 2,831.62       | 0.00           |
| 111-53441-141  | EQUIPMENT MAINTENAN... | 208.50         | 0.00           |
| 111-53441-142  | EQUIPMENT MAINTENAN... | 700.04         | 0.00           |
| 111-53441-143  | EQUIPMENT MAINTENAN... | 225.00         | 0.00           |
| 111-53441-151  | EQUIPMENT MAINTENAN... | 8,491.57       | 0.00           |
| 111-53441-171  | EQUIPMENT MAINTENAN... | 978.66         | 0.00           |
| 111-53441-172  | EQUIPMENT MAINTENAN... | 4,447.63       | 0.00           |
| 111-53451-111  | VEHICLE MAINTENANCE    | 504.25         | 0.00           |
| 111-53451-121  | VEHICLE MAINTENANCE    | 445.08         | 0.00           |
| 111-53451-141  | VEHICLE MAINTENANCE    | 1,954.91       | 0.00           |
| 111-53451-171  | VEHICLE MAINTENANCE    | 374.98         | 0.00           |
| 111-53471-171  | GROUNDS MAINTENANCE    | 7,029.27       | 0.00           |
| 111-53521-111  | HEATING FUEL           | 81.66          | 0.00           |
| 111-53521-141  | HEATING FUEL           | 41.48          | 0.00           |
| 111-53521-142  | HEATING FUEL           | 68.74          | 0.00           |
| 111-53521-151  | HEATING FUEL           | 82.31          | 0.00           |
| 111-53521-171  | HEATING FUEL           | 30.19          | 0.00           |
| 111-53521-172  | HEATING FUEL           | 843.13         | 0.00           |
| 111-53561-111  | TELEPHONE              | 6.04           | 0.00           |
| 111-53561-112  | TELEPHONE              | 3.47           | 0.00           |
| 111-53561-114  | TELEPHONE              | 6.15           | 0.00           |
| 111-53561-115  | TELEPHONE              | 1.26           | 0.00           |
| 111-53561-116  | TELEPHONE              | 0.94           | 0.00           |
| 111-53561-121  | TELEPHONE              | 10.09          | 0.00           |
| 111-53561-141  | TELEPHONE              | 13.10          | 0.00           |
| 111-53561-142  | TELEPHONE              | 518.54         | 0.00           |
| 111-53561-143  | TELEPHONE              | 3.46           | 0.00           |
| 111-53561-151  | TELEPHONE              | 13.53          | 0.00           |
| 111-53561-171  | TELEPHONE              | 5.12           | 0.00           |
| 111-53561-172  | TELEPHONE              | 5.66           | 0.00           |
| 111-53571-141  | CELLULAR PHONE         | 239.98         | 0.00           |
| 111-53631-111  | RENT-MACHINES          | 148.76         | 0.00           |
| 111-53631-142  | RENT-MACHINES          | 383.99         | 0.00           |
| 111-53711-142  | SCHOOL & CONFERENCE    | 491.36         | 0.00           |
| 111-53711-171  | SCHOOL & CONFERENCE    | 137.49         | 0.00           |
| 111-53811-121  | BONDING                | 100.00         | 0.00           |
| 111-53811-142  | BONDING                | 70.00          | 0.00           |
| 111-58111-172  | CONTINGENCY            | 16,523.00      | 0.00           |
| 111-59211-172  | LICENSE/PERMITS        | 941.00         | 0.00           |
| 212-52111-212  | DEPARTMENT SUPPLIES    | 6,239.39       | 0.00           |
| 212-52171-212  | STREET REPAIR SUPPLIES | 145.61         | 0.00           |
| 212-52531-212  | OIL & ANTIFREEZE       | 10,143.27      | 0.00           |
| 212-53111-212  | CONTRACTUAL SERVICES   | 56.18          | 0.00           |
| 212-53152-212  | BOND ISSUANCE COSTS    | 4,000.00       | 0.00           |
| 212-53441-212  | EQUIPMENT MAINTENAN... | 428.01         | 0.00           |
| 212-53451-212  | VEHICLE MAINTENANCE    | 3,503.66       | 0.00           |
| 212-53491-212  | STREET MAINTENANCE     | 5,229.25       | 0.00           |
| 212-53521-212  | HEATING FUEL           | 309.90         | 0.00           |
| 212-53561-212  | TELEPHONE              | 31.41          | 0.00           |
| 212-54322-212  | STREET PROJECTS        | 1,305,180.41   | 0.00           |
| 213-52111-213  | DEPARTMENT SUPPLIES    | 477.04         | 0.00           |

## Account Summary

| Account Number | Account Name             | Expense Amount | Payment Amount |
|----------------|--------------------------|----------------|----------------|
| 213-52181-213  | UNIFORMS & CLOTHING      | 253.00         | 0.00           |
| 213-53441-213  | EQUIPMENT MAINTENAN...   | 1,135.78       | 0.00           |
| 213-53561-213  | TELEPHONE                | 4.32           | 0.00           |
| 215-52111-172  | DEPARTMENT SUPPLIES      | 255.96         | 0.00           |
| 223-52111-113  | DEPARTMENT SUPPLIES      | 224.90         | 0.00           |
| 223-53111-113  | CONTRACTUAL SERVICES     | 229.50         | 0.00           |
| 224-53111-114  | CONTRACTUAL SERVICES     | 4,175.00       | 0.00           |
| 621-52111-621  | DEPARTMENT SUPPLIES      | 451.50         | 0.00           |
| 621-52411-621  | POSTAGE                  | 414.63         | 414.63         |
| 621-53111-621  | CONTRACTUAL SERVICES     | 912.00         | 0.00           |
| 621-53193-621  | DISPOSAL FEES            | 1,795.35       | 0.00           |
| 621-53441-621  | EQUIPMENT MAINTENAN...   | 591.28         | 0.00           |
| 621-53451-621  | VEHICLE MAINTENANCE      | 1,896.01       | 0.00           |
| 621-53521-621  | HEATING FUEL             | 62.37          | 0.00           |
| 621-53561-621  | TELEPHONE                | 3.51           | 0.00           |
| 631-52111-631  | DEPARTMENT SUPPLIES      | 659.05         | 0.00           |
| 631-52411-631  | POSTAGE                  | 471.43         | 414.63         |
| 631-53111-631  | CONTRACTUAL SERVICES     | 254.34         | 0.00           |
| 631-53421-631  | BUILDING MAINTENANCE     | 81.75          | 0.00           |
| 631-53441-631  | EQUIPMENT MAINTENAN...   | 4,155.95       | 0.00           |
| 631-53451-631  | VEHICLE MAINTENANCE      | 354.21         | 0.00           |
| 631-53531-631  | ELECTRIC POWER           | 12,242.21      | 0.00           |
| 631-53561-631  | TELEPHONE                | 4.12           | 0.00           |
| 631-53711-631  | SCHOOL & CONFERENCE      | 93.00          | 0.00           |
| 631-54212-631  | ENGINEERING/DESIGN       | 2,820.00       | 0.00           |
| 641-21311      | SALES TAX PAYABLE        | 14,878.17      | 14,878.17      |
| 641-52111-641  | DEPARTMENT SUPPLIES      | 667.30         | 16.38          |
| 641-52117-641  | SAMPLES                  | 368.00         | 0.00           |
| 641-52411-641  | POSTAGE                  | 414.64         | 414.64         |
| 641-52611-641  | CHEMICALS                | 1,847.70       | 0.00           |
| 641-53111-641  | CONTRACTUAL SERVICES     | 6,271.00       | 0.00           |
| 641-53451-641  | VEHICLE MAINTENANCE      | 21.83          | 0.00           |
| 641-53521-641  | HEATING FUEL             | 147.75         | 0.00           |
| 641-53531-641  | ELECTRIC POWER           | 9,366.51       | 0.00           |
| 641-53561-641  | TELEPHONE                | 2.94           | 0.00           |
| 641-59211-641  | LICENSE/PERMITS          | 28.75          | 0.00           |
| 661-21311      | SALES TAX PAYABLE        | 144.60         | 144.60         |
| 661-52111-661  | DEPARTMENT SUPPLIES      | 187.84         | 0.00           |
| 661-53111-661  | CONTRACTUAL SERVICES     | 5,578.40       | 0.00           |
| 661-53561-661  | TELEPHONE                | 1.59           | 0.00           |
| 713-21512      | MEDICARE W/H EE PAYAB... | 8,067.52       | 8,067.52       |
| 713-21513      | FICA W/H EE PAYABLE      | 30,429.18      | 30,429.18      |
| 713-21514      | FED W/H EE PAYABLE       | 55,563.51      | 55,563.51      |
| 713-21517      | POL UNION DUES EE PAY    | 1,224.00       | 1,224.00       |
| 713-21518      | FIRE UNION DUES EE PAY   | 420.00         | 420.00         |
| 713-21523      | LIFE INS EE PAYABLE      | 95.79          | 95.79          |
| 713-21524      | SMEC EE PAYABLE          | 476.00         | 476.00         |
| 713-21527      | WAGE ATTACHMENT EE ...   | 191.40         | 191.40         |
| 713-21528      | REGULAR RETIRE EE PAY    | 14,592.89      | 14,592.89      |
| 713-21529      | DEFERRED COMP EE PAY     | 2,650.28       | 2,650.28       |
| 713-21531      | RETIRE FIRE EE PAYABLE   | 4,872.65       | 4,872.65       |
| 713-21533      | RETIRE POLICE EE PAY     | 8,565.83       | 8,565.83       |
| 713-21534      | DIS INC INS EE PAYABLE   | 667.88         | 667.88         |
| 713-21539      | CHILD SUPPORT EE PAY     | 3,726.86       | 3,726.86       |
| 713-21540      | YMCA PAY EE              | 2,021.50       | 2,021.50       |
| 713-21541      | HSA EE PAYABLE           | 24,899.89      | 24,899.89      |
| 713-21712      | MEDICARE W/H ER PAYAB... | 8,067.52       | 8,067.52       |
| 713-21713      | FICA W/H ER PAYABLE      | 30,429.18      | 30,429.18      |



**Account Summary**

| Account Number      | Account Name           | Expense Amount      | Payment Amount    |
|---------------------|------------------------|---------------------|-------------------|
| 713-21723           | LIFE INS ER PAYABLE    | 769.25              | 769.25            |
| 713-21728           | REGULAR RETIRE ER PAY  | 13,822.92           | 13,822.92         |
| 713-21731           | RETIRE-FIRE ER PAYABLE | 8,157.29            | 8,157.29          |
| 713-21733           | RETIRE-POLICE ER PAY   | 8,452.92            | 8,452.92          |
| 713-21741           | HSA ER PAYABLE         | 2,506.25            | 2,506.25          |
| 721-53561-721       | TELEPHONE              | 1.13                | 0.00              |
| 812-53861-112       | PREMIUM EXPENSE        | 40,037.73           | 0.00              |
| 812-53862-112       | CLAIMS EXPENSE         | 30,407.68           | 30,407.68         |
| <b>Grand Total:</b> |                        | <b>1,907,804.89</b> | <b>278,861.21</b> |

**Project Account Summary**

| Project Account Key | Expense Amount      | Payment Amount    |
|---------------------|---------------------|-------------------|
| **None**            | 1,784,798.25        | 278,861.21        |
| 1114153441          | 320.81              | 0.00              |
| 1114242207          | 89.10               | 0.00              |
| 1114252111          | 211.93              | 0.00              |
| 1114252114          | 2,917.40            | 0.00              |
| 1114253421          | 2,555.20            | 0.00              |
| 1114253441          | 4,403.24            | 0.00              |
| 1114253521          | 843.13              | 0.00              |
| 1114258111          | 16,523.00           | 0.00              |
| 2117753471          | 61.64               | 0.00              |
| 2122352111          | 255.96              | 0.00              |
| 2123153111          | 229.50              | 0.00              |
| 2126352111          | 224.90              | 0.00              |
| 2147853111          | 87,500.00           | 0.00              |
| 2200052111          | 187.84              | 0.00              |
| 2200053111          | 3,500.00            | 0.00              |
| 6002053111          | 741.40              | 0.00              |
| 6002053561          | 1.59                | 0.00              |
| 7000853111          | 2,440.00            | 0.00              |
| <b>Grand Total:</b> | <b>1,907,804.89</b> | <b>278,861.21</b> |

# Utility Refunds

**Refund Review**

Close Form Print Screen

Packet: UBPKT00960 – Refunds 8 UBPKT00959 Disconnect

Add Edit Delete

| Account #    | Status   | Contact          | Service Address                    | Refund Amount  |
|--------------|----------|------------------|------------------------------------|----------------|
| 075-5919-03  | Inactive | GARY VELASQUEZ   | 614 E 11TH ST SCOTTSBLUFF NE 69361 | 9.42           |
| 035-5128-06  | Inactive | SKYLER S TUTTLE  | 320 W 14TH ST SCOTTSBLUFF NE 69361 | 31.74          |
| 020-4974-04  | Inactive | MARK WESTPHAL    | 717 W 20TH ST SCOTTSBLUFF NE 69361 | 0.63           |
| 040-5686-01  | Inactive | BRANDON S BULLER | 1010 AVE N SCOTTSBLUFF NE 69361    | 7.62           |
| <b>Total</b> |          |                  |                                    | <b>\$49.41</b> |

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Pub. Hear.1**

**Council to conduct a public hearing as advertised for this date to consider a Zone Change of 17.11 acres, east 1/2 of the southwest 1/4 of Section 15, Scotts Bluff Co. (SE of Highway 26 and Highway 71 Overpass) from A (Agricultural) to C-3 (Heavy Commercial) and approve the Ordinance.**

**Staff Contact: Annie Folck, City Planner**

# Agenda Statement

Item No.

For meeting of: July 6, 2015

**AGENDA TITLE:** Public Hearing for zone change request for unplatted Lands situated in the East half of the Southwest Quarter of Section 15, T22N, R55W of the 6<sup>th</sup> P.M. Scotts Bluff County, Nebraska. From A- agricultural to C-3 (Heavy Commercial).

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

**PRESENTATION BY:** Rick Kuckkahn

**SUMMARY EXPLANATION:** Zone change request from Ramsey Trust represented by Jane Moran, property owner(s) for property described as unplatted Lands situated in the East half of the Southwest Quarter of Section 15, T22N, R55W of the 6<sup>th</sup> P.M. Scotts Bluff County, Nebraska consisting of 17.11± acres. The change in zoning is consistent with the Comprehensive Development Plan

**BOARD/COMMISSION RECOMMENDATION:** At their regular meeting of June 8, 2015 the Planning Commission made positive recommendation of the zone change for the above stated property for from A – Agricultural to C-3 Heavy Commercial.

**STAFF RECOMMENDATION:** City Council approve ordinance to rezone.

## EXHIBITS

Resolution      Ordinance x    Contract      Minutes      Plan/Map x

Other (specify) ☐ \_\_\_\_\_

**NOTIFICATION LIST:** x Yes    No ☐ Further Instructions ☐

Tim Stricker,

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_

City Manager

Rev 3/1/99CClerk

AN ORDINANCE DEALING WITH ZONING, AMENDING SECTION 25-1-4 BY UPDATING THE OFFICIAL ZONING DISTRICT MAP TO SHOW THAT A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 15, THENCE SOUTHERLY ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 15, ON AN ASSUMED BEARING OF S01°59'21"W, A DISTANCE OF 19.17 FEET, TO THE POINT OF INTERSECTION WITH NEBRASKA DEPARTMENT OF ROADS HIGHWAY RIGHT OF WAY AS DESCRIBED IN DEED BOOK 208, PAGE 542, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE CONTINUING SOUTHERLY ON SAID EAST LINE, BEARING S01°59'21"W, A DISTANCE OF 1266.65 FEET, THENCE BEARING N82°46'53"W, A DISTANCE OF 192.56 FEET, THENCE BEARING N44°19'57"W, A DISTANCE OF 910.02 FEET TO THE POINT OF INTERSECTION WITH NEBRASKA DEPARTMENT OF ROADS HIGHWAY RIGHT OF WAY AS DESCRIBED IN DEED BOOK 208, PAGE 542, THENCE NORTHEASTERLY ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 45°51'36", A RADIUS OF 848.94 FEET, A CHORD BEARING OF N24°29'06"E AND A CHORD LENGTH OF 661.51 FEET, THENCE NORTHEASTERLY ON THE ARC OF SAID CURVE AND SAID NDOR RIGHT OF WAY, A DISTANCE OF 679.50 FEET, THENCE BEARING N01°33'18"E, ON SAID RIGHT OF WAY, A DISTANCE OF 4.94 FEET, TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 26, AS DESCRIBED IN NEBRASKA DEPARTMENT OF ROADS HIGHWAY RIGHT OF WAY DEED BOOK 208, PAGE 542, THENCE EASTERLY ON THE SOUTH LINE OF SAID RIGHT OF WAY, BEARING S88°26'42"E, A DISTANCE OF 596.85 FEET, TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING AN AREA OF 17.11 ACRES, MORE OR LESS, WHICH IS CURRENTLY ZONED AS A-AGRICULTURAL, WILL NOW BE INCLUDED IN THE C-3 HEAVY COMMERCIAL, AND REPEALING PRIOR SECTION 25-1-4.

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

Section 1. Section 25-1-4 of the Municipal Code is amended to provide as follows:

25-1-4. Zones; location; maps. The boundaries of the zoning districts created in this chapter are shown on the zoning district map which is made a part of this municipal code. The zoning district map and all information shown thereon shall have the same force and effect as if fully set forth and described herein. The official zoning district map shall be identified by the signature of the Mayor, attested by the City Clerk under the following statement:

This is to certify that this is the official zoning district map described in §25-1-4 of the Scottsbluff Municipal Code, passed this 20<sup>th</sup> day of April, 2015.

Section 2. Previously existing Section 25-1-4 and all other Ordinances and parts of Ordinances in conflict with this Ordinance, are repealed. Provided, 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 as provided by law.

PASSED AND APPROVED on \_\_\_\_\_, 2015.

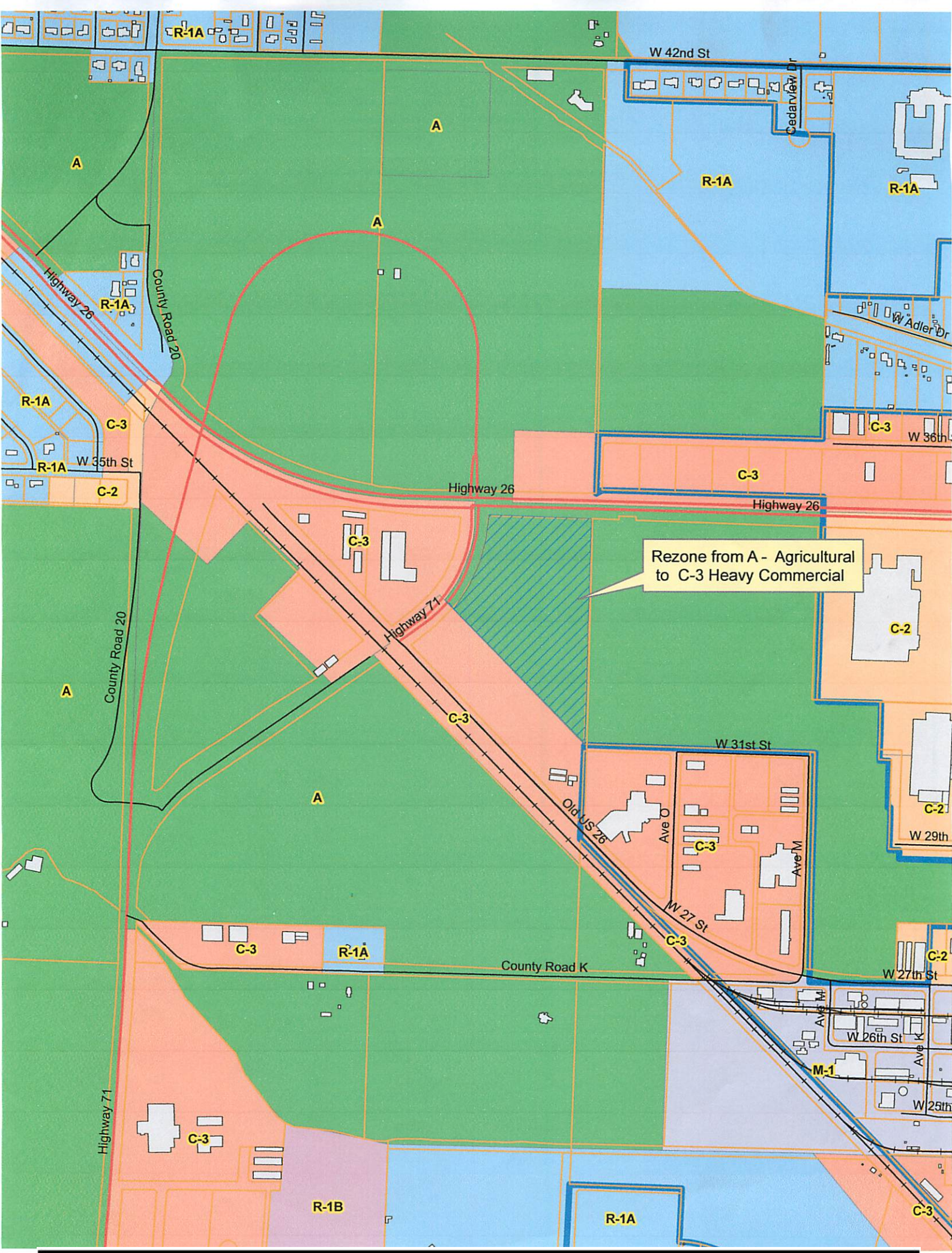
\_\_\_\_\_  
Mayor

ATTEST:

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

(Seal)







# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

**Item Pub. Hear.2**

**Council to convene as the Community Development Agency**

**Staff Contact: Rick Kuckkahn, City Manager**

AGENDA  
CITY OF SCOTTSBLUFF  
COMMUNITY DEVELOPMENT AGENCY

July 6, 2015

1. Roll Call
2. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
3. Community Development Agency to consider and take action on the Resolution and Redevelopment Plan for: Block 9 Five Oaks Subdivision, containing 11.8 acres, more or less in the NW ¼ of Section 14, Township 22 North, Range 55 West of the 6<sup>th</sup> Principal Meridian all in the City of Scottsbluff, Scotts Bluff County, Nebraska (Southeast corner of 42<sup>nd</sup> Street and Highway 71).
4. Community Development Agency to recess.
  - a. City Council to reconvene and conduct Public Hearing. (City Council to take action on Resolution and Redevelopment Plan)
5. Community Development Agency to reconvene.
  - a. Community Development Agency to consider and take action on a Resolution to approve the proposed Redevelopment Contract for Block 9 Five Oaks Subdivision, containing 11.8 acres, more or less in the NW ¼ of Section 14, Township 22 North, Range 55 West of the 6<sup>th</sup> Principal Meridian, all in the City of Scottsbluff, Scotts Bluff County, Nebraska and the Tax Increment Development Revenue Bond and Occupation Tax Revenue Bond for the Elite Health Development Project.
6. Adjourn.



**RESOLUTION NO. CDA 15-07-0\_**

**BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA:**

**Recitals:**

a. The City Council of the City of Scottsbluff, Nebraska (the "City"), upon the recommendation of the City Planning Commission (the "Planning Commission"), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"), passed Resolution 13-08-01 which included a declaration of the area legally described on the attached Exhibit A (the "Redevelopment Area") to be blighted and substandard and in need of redevelopment;

b. Pursuant to and in furtherance of the Act, a Redevelopment Plan (the "Redevelopment Plan"), has been prepared and submitted by the Agency, in the form of the attached Exhibit B, for the purpose of redeveloping the Redevelopment Area (also known as the "Project Area"). The Redevelopment Plan has been reviewed by the Planning Commission and recommended for approval;

c. Pursuant to the Redevelopment Plan, the Agency would agree to incur indebtedness and make a grant for the purposes specified in the Redevelopment Plan (the "Project"), in accordance with and as permitted by the Act;

d. The Agency has conducted a cost benefit analysis of the Project (the "Cost Benefit Analysis") pursuant to Section 18-2113 of the Act, a copy of which is attached to the Redevelopment Plan as Exhibit E; and

e. The Agency has made certain findings and has determined that it is in the best interests of the Agency and the City to approve the Redevelopment Plan and approve the Redevelopment Project and to approve the transactions contemplated by the Plan.

**Resolved that:**

1. The Agency determines that the proposed land uses and building requirements in the Redevelopment Plan for the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

2. The Agency has conducted a Cost Benefit Analysis for the Project, in the form attached to the Redevelopment Plan as Exhibit E, in accordance with the Act, and finds that the Project would not be economically feasible without the use of tax increment financing, the Project would not occur in the Project Area without the use of tax increment financing and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, have been analyzed and have been found to be in the long term best interests of the community impacted by the Project.

3. In compliance with section 18-2114 of the Act, the Agency finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Agency and the Agency shall receive no proceeds from disposal to the Redeveloper; (b) the Redeveloper will acquire the Redevelopment Area at the cost of \$786,028; (c) the estimated cost of preparing the project site and related costs are \$250,000; (d) the method of acquisition of the real estate shall be by private contract by the Redeveloper (Elite Development, LLC) and not by condemnation; (e) the method of financing the Redevelopment Project shall be by issuance of a tax increment revenue bond in the amount of \$1,835,000.00, the proceeds of which shall be granted to the Elite Development, Inc., which shall contribute said funds to the Redeveloper and from additional funds provided by the Redeveloper and its lender; and (f) no families or businesses will be displaced as a result of the project.

4. The Agency recommends approval of the Redevelopment Plan and the Redevelopment Project described in the Redevelopment Plan.

5. All prior resolutions of the Agency in conflict with the terms and provisions of this resolution are repealed to the extent of such conflicts.

6. This Resolution shall become effective immediately upon its adoption.

**PASSED AND APPROVED** on July 6, 2015.

**COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
SCOTTSBLUFF NEBRASKA**

ATTEST:

\_\_\_\_\_  
Mayor/Chair

\_\_\_\_\_  
Clerk

## EXHIBIT A

### LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

A parcel of land known as Block 9 Five Oaks Subdivision, containing 482,821 sq. ft. (11.08 acres) more or less, in the Northwest Quarter of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, in Scotts Bluff County, Nebraska, said tract or parcel being more particularly described as follows:

**COMMENCING** at the Northwest corner of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, whence the west quarter corner of said Section 14, Bears South 02°03'39" West, a distance of 2675.32 feet; Thence along north line of the northwest quarter of said Section 14, South 88°13'30" East, a distance of 69.51 feet; Thence South 01°46'30" West, a distance of 33.00 feet to a point on the existing south right of way of 42nd Street and to the **POINT OF BEGINNING**;

Thence along said existing south right of way of 42nd Street South 88°13'30" East,

a distance of 638.16 feet;

Thence departing said existing south right of way of 42nd Street, South 02°09'33" West, a distance of 689.61 feet;

Thence South 89°54'43" West, a distance of 82.99 feet;

Thence on the arc of a curve to the left, a radius of 126.00 feet, a central angle of 58°59'23", a distance of 129.73 feet, (a chord bearing South 60°25'02" West, a distance of 124.07 feet);

Thence South 30°55'20" West, a distance of 33.14 feet;

Thence on the arc of a curve to the right, a radius of 74.00 feet, a central angle of 80°57'43", a distance of 104.57 feet, (a chord bearing South 71°24'12" West, a distance of 96.08 feet);

Thence North 68°06'57" West, a distance of 194.50 feet;

Thence on the arc of a curve to the left, a radius of 226.00 feet, a central angle of 19°49'23", a distance of 78.19 feet, (a chord bearing North 78°01'39" West, a distance of 77.80 feet);

Thence North 87°56'20" West, a distance of 87.56 feet to a point on the existing east right of way of Highway 71 (Avenue I);

Thence continuing along said east right of way of Highway 71 (Avenue I), North 02°03'39" East, a distance of 262.75 feet;

Thence continuing along said east right of way of Highway 71 (Avenue I), North 02°37'26" East, a distance of 475.46 feet, more or less, to the **POINT OF BEGINNING**;

The above described parcel contains 482,821 sq. ft. (11.08 acres), more or less.

**BASIS OF BEARINGS:** All bearings are based on the line connecting the Northwest corner of Section 14, Township 22 North, Range 57 West, of the 6th Principal Meridian and the West Sixteenth Corner of said Section 14, being a GRID bearing of South 88°13'30" East a distance of 1326.35 feet as obtained from a global positioning system (GPS) survey based on the Nebraska High Accuracy Reference Network (NHARN). Said grid bearing is NAD 83 (2011) Nebraska State Plane Zone 2600.

\* \* \* \* \*

**[as per the attached]**

**FORM OF REDEVELOPMENT PLAN**

**EXHIBIT B**

**CITY OF SCOTTSBLUFF  
REDEVELOPMENT PLAN FOR THE  
ELITE HEALTH DEVELOPMENT**

**I. INTRODUCTION.**

The City of Scottsbluff, Nebraska, recognizes that blight is a threat to the continued stability and vitality of the City as a focal point of business, financial, social, cultural and civic activity of the region, and a focus of community pride and achievement. Therefore, the City has initiated a program of revitalization whose goal is to enhance the City of Scottsbluff as the center of government in the county-wide region; as the center of retail, business, industry, office, financial and as a center for health services for the region. To reach this goal of the City of Scottsbluff intends to declare/(has recently declared) blighted and substandard the Highway 71 and 42<sup>nd</sup> Area in the City. This area is impacted by significant blight and substandard factors. This plan seeks to begin the improvement of that area by assisting in the site acquisition, site preparation, infrastructure and planning for the development of a commercial complex dedicated to health, and wellness. The facility will provide space for dental, optical, physician and other health care professionals and is intended to include a daycare center. The level of investment to finance the project will require the combined efforts of the public and private sectors. Current estimates of total investment exceed \$14,500,000.

This Redevelopment Plan covers an area consisting of approximately 281,684 +/- s.f. square feet located east of and adjacent to Highway 71 and south of West 42<sup>nd</sup> Street which is legally described on Exhibit "A", attached hereto and incorporated herein by this reference ("Community Redevelopment Area"). The area qualifies as part of a blighted and substandard area and the City Council will determine, through the blight and substandard resolution, that the Community Redevelopment Area is in need of revitalization and strengthening to ensure that it will contribute to the economic and social well-being of the City. All available evidence suggests that the area has not had the private investment necessary to contribute to the well-being of the community, nor would the area be reasonably anticipated to be developed without public action.

To encourage private investment in the Community Redevelopment Area, this Redevelopment Plan has been prepared to set forth the Elite Health Redevelopment Project ("Redevelopment Project"), which is considered to be of the highest priority in accomplishing the goal of revitalizing and strengthening the Community Redevelopment Area.

## II. EXISTING SITUATION.

This section of the Redevelopment Plan examines the existing conditions within the designated Community Redevelopment Area. This section is divided into the following subsections: existing land use, existing zoning, existing public improvements, and existing building condition/blighting influences.

A. Existing Land Use. The Community Redevelopment Area contains platted and undeveloped land consisting of approximately 1,814,709 square feet. This use is shown on Exhibit "B".

B. Existing Zoning. The Community Redevelopment Area is zoned C-2 for a portion and A (Agricultural) for a smaller portion. The area must be rezoned to provide for the proposed Redevelopment Project.

C. Existing Public Improvements.

1. Street System. The Redevelopment Area is adjacent to Highway 71 and West 42<sup>nd</sup> Street. There is no internal street network or system constructed within the Community Redevelopment Area.

2. Utilities. The existing public utilities are available adjacent to the Redevelopment Area.

D. Existing Building Conditions/Blighting Influences. Charles K. Bunger, Attorney at Law, conducted a study entitled "Study of Blight and Substandard Conditions" dated May 1, 2015 ("Blight Study"). The "study area" for the Blight Study, which includes the Community Redevelopment Area, as well as additional property. The evaluation and subsequent findings of the Blight Study were based upon the criteria outlined in the Nebraska Community Development Law (Neb. Rev. Stat. § 18-2101 et seq.). The Blight Study determined that the study area exhibited a number of deficiencies applicable to the consideration of a "substandard and blight" designation including the existence of conditions which endanger life or property by fire or other causes, improper subdivision and dilapidation/deterioration. In addition, the Blight Study identified the existence of one condition within the study area that is a determinant of blight – the area substantially impairs or arrests the sound growth of the community and the average age of structures in the area is greater than 40 years. The City Council will hold a public hearing to declare the Community Redevelopment Area blighted and substandard and eligible for a Redevelopment Project on \_\_\_\_\_, 2015. After the public hearing action will be taken by resolution of the Scottsbluff City Council to declare the Redevelopment Area blighted and substandard pursuant to the Nebraska Community Development Law. The Blight Study is incorporated herein by this reference. A copy of the Blight Study is available at the City of Scottsbluff Clerk's Office.

### III. FUTURE SITUATION.

This section of the Redevelopment Plan examines the future conditions within the Community Redevelopment Area. This section is divided into the following subsections:

- A. Proposed Land Use Plan
- B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations
- C. Relationship to Local Objectives
- D. Building Requirements and Standards after Redevelopment
- E. Proposed Changes and Actions
- F. Cost-Benefit Analysis
- G. Proposed Cost and Financing
- H. Procedure for Changes in the Approved Redevelopment Plan

A. Proposed Land Use Plan. Changes are contemplated in the current Land Use Plan for the area. The use of this site will go from undeveloped agriculture to developed commercial. This plan contemplates site acquisition and site development resulting in the construction of a two story facility dedicated to health and wellness professionals, including a daycare and fitness facility. The proposed site plan for the area after completion of a Redevelopment Project is shown on attached Exhibit "C" which is attached hereto and incorporated herein by this reference. The land use plan shows a proposed Redevelopment Project consisting of approximately 51,927 s.f. +/- square feet (ground floor) and 31,463 s.f. +/- square feet for the upper story. The plan currently proposes 367 parking spaces, interior private roadways and landscaping. The specific site plan, land uses, open space, buildings, parking lots, are shown on Exhibit "C".

The City of Scottsbluff, will negotiate a specific redevelopment agreement with the redeveloper outlining the proposed Redevelopment Project, and contributions are necessary from the City of Scottsbluff. The written redevelopment agreement will include a site plan, Redevelopment Project description, specific funding arrangements, and specific covenants and responsibilities of the City and the redeveloper to implement the Redevelopment Project.

B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations. In accordance with Nebraska State Law, the Redevelopment Plan described in this document has been designed to conform to the City of Scottsbluff Comprehensive Plan 2004 ("Comp Plan"). The City Council finds that this redevelopment plan is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Community Development Law.

C. Relationship to Local Objectives. The Redevelopment Plan has been developed on the basis of the goals, policies and actions adopted by the City for the community as a whole and for the Redevelopment Area. General goals, policies and actions relating to the community as a whole and for Redevelopment Area are contained in the Comp Plan.

D. Building Requirements and Redevelopment Standards. The redevelopment of the Community Redevelopment Area should generally achieve the following requirements and standards:

1. Population Density. There are no dwelling units currently located within the Community Redevelopment Area. The development proposed under this Redevelopment Plan does not include any residential construction. Consequently, there will be no change proposed for the permanent population density within the Community Redevelopment Area.

Redevelopment of the Community Redevelopment Area with the development of offices for health care professionals should incent further development within the Redevelopment Area. Often an investment and improvement of the magnitude proposed by this Plan has the benefit of spurring improvements in adjacent developed and undeveloped commercial areas.

2. Land Coverage and Building Density. There are no existing buildings located within the Community Redevelopment Area. After redevelopment project completion, building coverage will be approximately 51,927 square feet on the ground floor. Paved parking lots are shown on Exhibit "C".

3. General Environment. The commercial structure and parking lot will cover all of the Redevelopment Project Area. This commercial activity will intensify and strengthen Scottsbluff as a focal point for local and regional retail sales and development.

The Plan will provide for the establishment of a multitenant facility for health care professionals. Exhibit "D" provides a proposed rendering of the structure that would be constructed pursuant to this Plan. This activity is intended to have a significant positive visual and economic impact in the Redevelopment Area. Final renderings will be provided after plan approval.

The Plan provides an environment that minimizes automobile-pedestrian conflicts, assures that lighting, signs, pedestrian ways, and communication devices are oriented to the human scale and provides an attractive hotel facility for the community.

4. Pedestrian ways and Open Spaces. Provide a pedestrian circulation system to facilitate the movement of pedestrians to and within the major development activities within the area.

5. Building Heights and Massing. Building heights and massing for the proposed project will comply with any proposed zone change.



6. Circulation, Access and Parking. The Plan provides for vehicular access to the Community Redevelopment Area in a manner consistent with the needs of the development and the community.

The Plan provides for an adequate supply of appropriately located parking in accordance with applicable zoning district regulations. Adequate parking needs to be provided so the development does not generate parking problems for abutting commercial and residential streets.

7. Off-Street Loading, Service and Emergency Facilities. The Plan provides for consolidated off-street loading and service facilities.

The Plan provides for emergency vehicle access in a manner compatible with established design and environmental objectives.

The Plan provides a maximum floor area ratio in accordance with applicable zoning district regulations in the Community Redevelopment Area.

E. Proposed Changes and Actions. The Community Redevelopment Area is anticipated to function as a multitenant facility attracting area wide patients. See Exhibit "C" for an example of a conceptual land use and site plan for the Community Redevelopment Area. This section describes the proposed changes needed, if any, to the zoning ordinances or maps, street layouts, street levels or grades, and building codes and ordinances, and actions to be taken to implement this Redevelopment Plan.

1. Zoning, Building Codes and Ordinances. Most of the Community Redevelopment Area is zoned C-2. A strip of land is zoned Agricultural. Zoning changes for the Redevelopment Project will be required to change a portion of the zone to C-2. No changes to Building Codes, or other local ordinances are contemplated to implement this Redevelopment Plan.

2. Traffic Flow, Street Layout and Street Grades. The access will be limited to Highway 71 and West 42<sup>nd</sup> Street.

3. Public Redevelopments, Improvements, Facilities, Utilities and Rehabilitations. In order to support the new land uses in the Community Redevelopment Area, utility extensions and right of way landscaping will be required.

4. Site Preparation and Demolition. Site preparation will consist of general earthmoving to support the building construction and parking areas.

5. Private Redevelopment, Improvements, Facilities and Rehabilitation. The private improvements anticipated within the Community Redevelopment Area include site preparation and the construction of a new 2 story multitenant commercial building.

6. Open Spaces, Pedestrian ways, Landscaping, Lighting, Parking. The proposed site plan and private sector improvements will comply with the City's minimum open space, pedestrian way, landscaping, lighting, and parking standards as defined in the Zoning and Subdivision Ordinances, Building Codes, or other local ordinances. In addition, the City may elect to require additional standards in these areas as described in a written redevelopment agreement in order to help remove blight and substandard conditions

F. Cost-Benefit Analysis. A City of Scottsbluff Redevelopment Project TIF Statutory Cost Benefit Analysis is incorporated herein by this reference ("Cost-Benefit Analysis") and is shown on Exhibit "E". The Cost-Benefit Analysis complies with the requirements of the Community Development Law in analyzing the costs and benefits of the Redevelopment Project, including costs and benefits to the economy of the community and the demand for public and private services.

G. Proposed Costs and Financing; Statements. The City will work with the redeveloper owner of the Community Redevelopment Area to identify proposed funding, timeframe, ability to carry out the proposed Redevelopment Project, and the level of contributions necessary to be made by the City of Scottsbluff.

The City will begin good faith negotiating on a specific written redevelopment agreement with the redeveloper owner of the Community Redevelopment. The written redevelopment agreement will include a site plan consistent with this Redevelopment Plan, development descriptions, specific funding arrangements, and specific covenants and responsibilities of the City and the redeveloper to implement the Redevelopment Project.

Estimated Redevelopment Project costs, including site acquisition and site preparation, and are shown as follows:

**POTENTIAL ELIGIBLE PRIVATE IMPROVEMENTS\***

|                              |                |
|------------------------------|----------------|
| Site Acquisition             | \$786,028.00   |
| Site preparation             | \$250,000.00   |
| Infrastructure and utilities | \$268,733.00   |
| Planning/design              | \$450,000.00   |
| Legal                        | \$ 30,000.00   |
| Total                        | \$1,784,761.00 |

The figures above are estimates. Final figures are subject to a specific site plan, design specifications, City approval and public procedures and regulations.

This Plan proposes that TIF Bonds, purchased by the developer fund the Redevelopment Area site acquisition and site preparation for the project. The balance of private improvements and any required public right of way improvements will be paid by the developer.

The amount of the available proceeds from the TIF Bonds is estimated at approximately \$1,835,000.00, (including capitalized interest) assuming the hotel will generate an estimated property valuation of \$14,000,000.00 over the present estimated property valuation base.

Any ad valorem tax levied upon the real property in a Redevelopment Project for the benefit of any public body shall be divided, for a period not to exceed fifteen (15) years after the effective date of such provision established in the redevelopment contract to be executed by the Redeveloper and the Community Development Agency. Said tax shall be divided as follows:

a. That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the Redevelopment Project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body; and

b. That portion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, a Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the authority shall so notify the county assessor and county treasurer and all ad valorem taxes upon taxable real property in such a Redevelopment Project shall be paid into the funds of the respective public bodies.

Because the redevelopment plan proposes to use tax-increment financing funds as authorized in section 18-2147 of the Community Development Law, the City Council in approving this Redevelopment Plan will be required to find as follows:

a. the Redevelopment Project in the plan would not be economically feasible without the use of tax-increment financing;

b. the Redevelopment Project would not occur in the community redevelopment area without the use of tax-increment financing; and

c. the costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and been found to be in the long term best interest of the community impacted by the Redevelopment Project.

H. Procedure for Changes in the Approved Redevelopment Plan. If the City of Scottsbluff desires to modify this Redevelopment Plan, it may do so after holding a public hearing on the proposed change in accordance with applicable state and local laws. A redevelopment plan which has not been approved by the governing body when recommended by

the authority may again be recommended to it with any modifications deemed advisable. A redevelopment plan may be modified at any time by the authority, provided, that if modified after the lease or sale of real property in the Redevelopment Project Area, the modification must be consented to by the redeveloper or redevelopers of such property or his successor, or their successors, in interest affected by the proposed modification. Where the proposed modification will substantially change the redevelopment plan as previously approved by the governing body the modification must similarly be approved by the governing body.



**EXHIBIT "A"**  
**REDEVELOPMENT AREA**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF REDEVELOPMENT AREA**

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN SCOTTS BLUFF COUNTY, NEBRASKA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

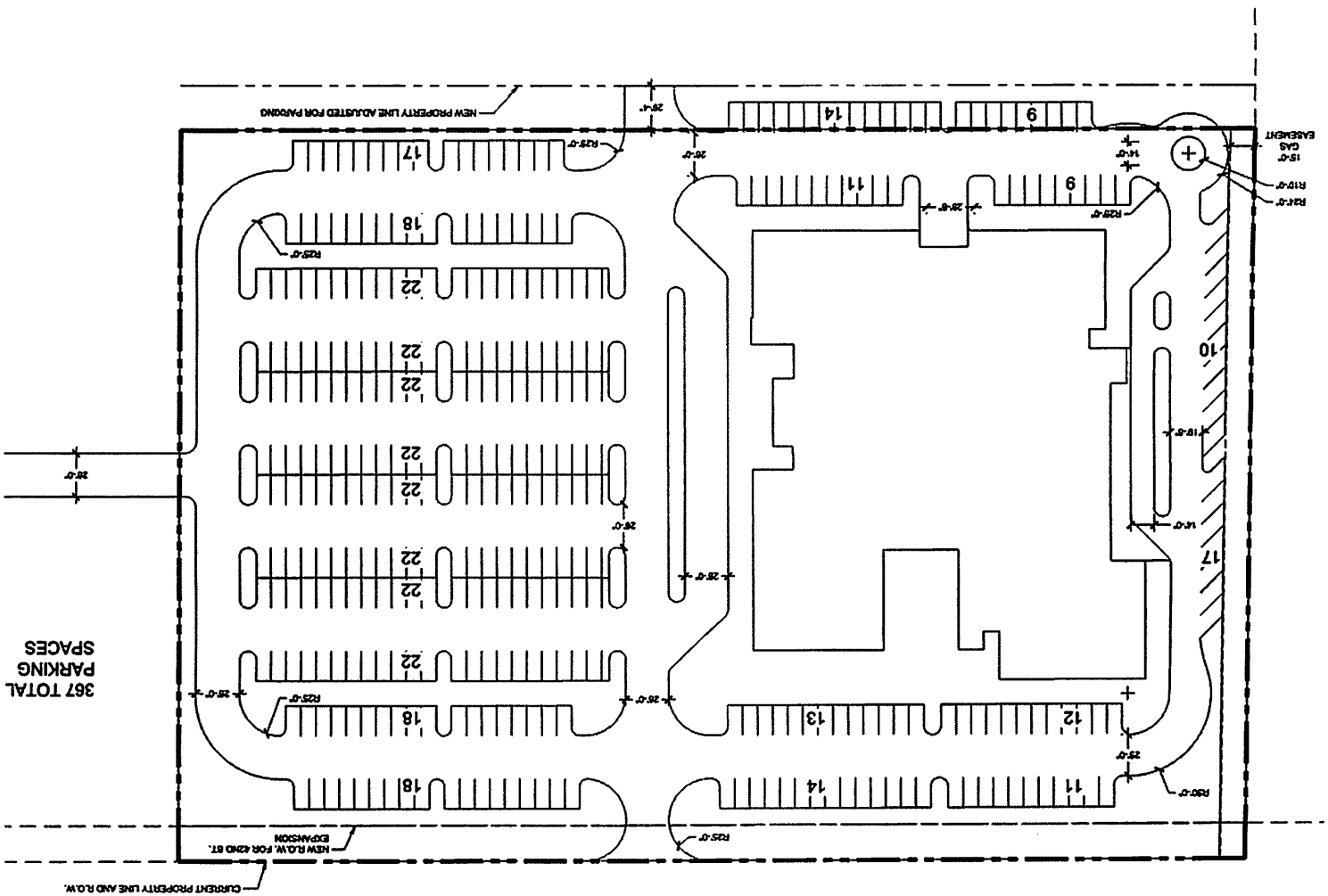
COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH PRINCIPAL MERIDIAN, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 14, BEARS SOUTH 02°03'39" WEST, A DISTANCE OF 2675.32 FEET; THENCE ALONG NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, SOUTH 88°13'30" EAST, A DISTANCE OF 69.51 FEET; THENCE SOUTH 01°46'30" WEST, A DISTANCE OF 33.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY OF 42ND STREET AND TO THE POINT OF BEGINNING;

THENCE ALONG SAID EXISTING SOUTH RIGHT OF WAY LINE OF 42ND STREET SOUTH 88°13'30" EAST,  
A DISTANCE OF 844.66 FEET TO A POINT ON THE EAST RIGHT OF WAY OF AVENUE G;  
THENCE ALONG SAID EAST RIGHT OF WAY OF AVENUE G, SOUTH 02°09'33" WEST, A DISTANCE OF 673.92 FEET TO A POINT ON THE EXISTING NORTH  
RIGHT OF WAY LINE OF 40TH STREET;  
THENCE ALONG SAID EXISTING NORTH RIGHT OF WAY LINE OF 40TH STREET, SOUTH 88°19'45" EAST, A DISTANCE OF 568.64 FEET;  
THENCE SOUTH 01°40'23" WEST, A DISTANCE OF 177.45 FEET;  
THENCE SOUTH 88°19'48" EAST, A DISTANCE OF 110.02 FEET;  
THENCE SOUTH 02°05'08" EAST, A DISTANCE OF 389.09 FEET  
THENCE NORTH 88°52'32" WEST, A DISTANCE OF 342.69 FEET;  
THENCE NORTH 83°57'32" WEST, A DISTANCE OF 117.00 FEET;  
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 318.00 FEET, A CENTRAL ANGLE OF 05°37'57", A DISTANCE OF 31.26 FEET, (A CHORD  
BEARING NORTH 03°13'30" EAST, A DISTANCE OF 31.25 FEET);  
THENCE NORTH 88°26'48" WEST, A DISTANCE OF 180.75 FEET;  
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 159.00 FEET, A CENTRAL ANGLE OF 18°14'20", A DISTANCE OF 50.61 FEET, (A CHORD  
BEARING NORTH 07°53'39" WEST, A DISTANCE OF 50.40 FEET);  
THENCE NORTH 87°18'07" WEST, A DISTANCE OF 58.56 FEET;  
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 22°43'32", A DISTANCE OF 53.15 FEET, (A CHORD  
BEARING SOUTH 81°20'07" WEST, A DISTANCE OF 52.80 FEET);  
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 25°23'50", A DISTANCE OF 59.40 FEET, (A CHORD  
BEARING SOUTH 57°16'26" WEST, A DISTANCE OF 58.91 FEET);  
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 134.00 FEET, A CENTRAL ANGLE OF 22°13'34", A DISTANCE OF 51.88 FEET, (A CHORD  
BEARING SOUTH 33°27'44" WEST, A DISTANCE OF 51.66 FEET);  
THENCE SOUTH 22°20'57" WEST, A DISTANCE OF 54.48 FEET;  
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 08°21'16", A DISTANCE OF 22.45 FEET, (A CHORD  
BEARING SOUTH 18°10'19" WEST, A DISTANCE OF 22.43 FEET);  
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 22°07'48", A DISTANCE OF 59.48 FEET, (A CHORD  
BEARING SOUTH 02°55'47" WEST, A DISTANCE OF 59.11 FEET);  
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 22°08'04", A DISTANCE OF 59.49 FEET, (A CHORD  
BEARING SOUTH 19°12'08" EAST, A DISTANCE OF 59.12 FEET);  
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 154.00 FEET, A CENTRAL ANGLE OF 20°46'38", A DISTANCE OF 55.85 FEET, (A CHORD  
BEARING SOUTH 40°39'29" EAST, A DISTANCE OF 55.54 FEET);  
THENCE SOUTH 38°14'05" WEST, A DISTANCE OF 195.53 FEET;  
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 349.00 FEET, A CENTRAL ANGLE OF 08°56'40", A DISTANCE OF 54.48 FEET, (A CHORD  
BEARING SOUTH 56°14'15" EAST, A DISTANCE OF 54.43 FEET);  
THENCE SOUTH 29°17'26" WEST, A DISTANCE OF 146.00 FEET;  
THENCE SOUTH 18°00'06" WEST, A DISTANCE OF 123.44 FEET;  
THENCE SOUTH 18°00'06" WEST, A DISTANCE OF 154.77 FEET;  
THENCE NORTH 59°43'24" WEST, A DISTANCE OF 585.67 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HIGHWAY 71 (AVENUE I);  
THENCE CONTINUING ALONG SAID EXISTING EAST RIGHT OF WAY LINE OF HIGHWAY 71 THE FOLLOWING 3 COURSES:  
1. NORTH 02°03'38" EAST, A DISTANCE OF 1,028.18 FEET;  
2. NORTH 02°03'39" EAST, A DISTANCE OF 262.75 FEET;  
3. NORTH 02°37'26" EAST, A DISTANCE OF 475.46 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1,814,709 SQ. FT. (41.66 ACRES), MORE OR LESS.

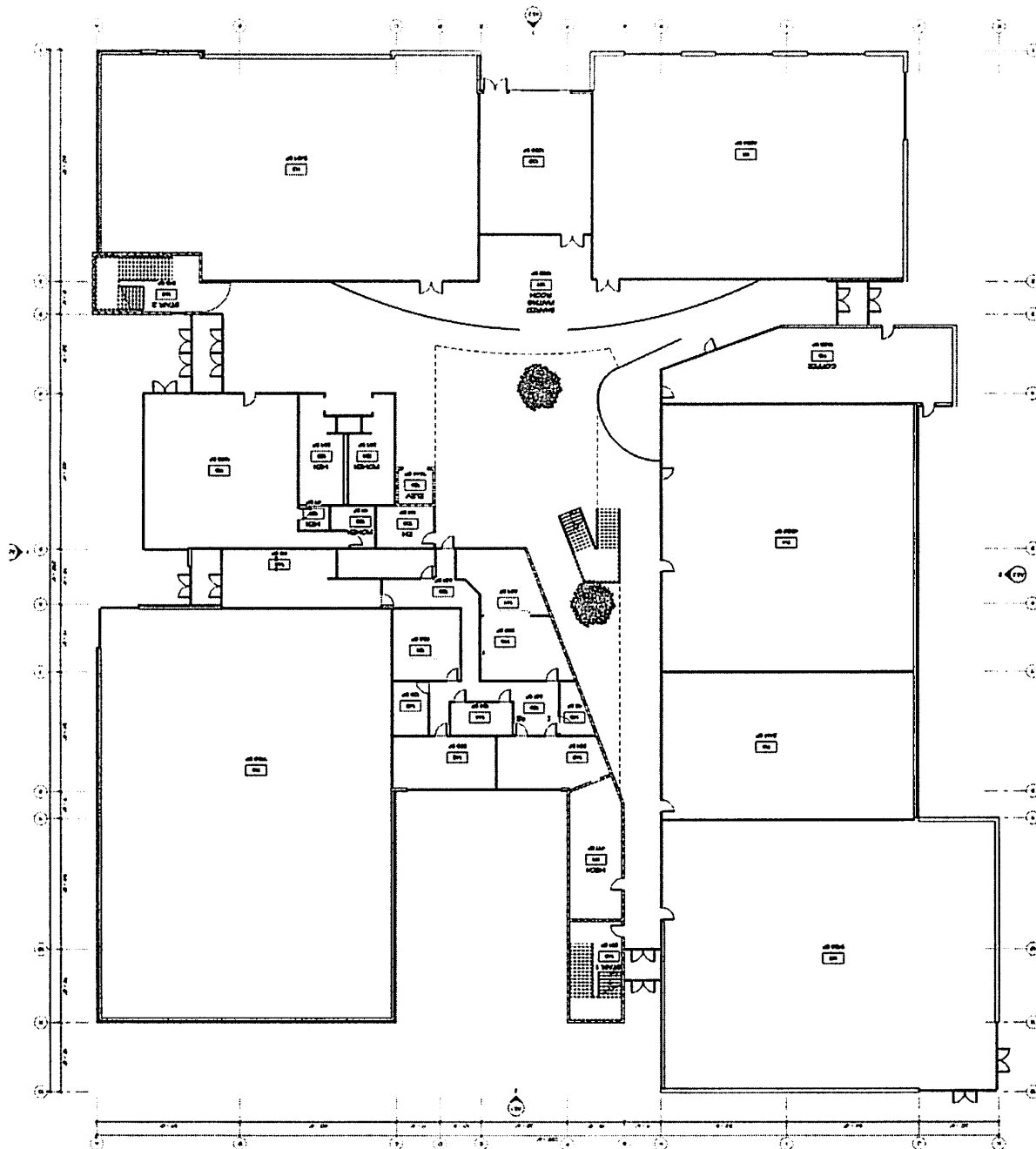


**EXHIBIT "B"**  
**AERIAL PHOTO OF SITE**

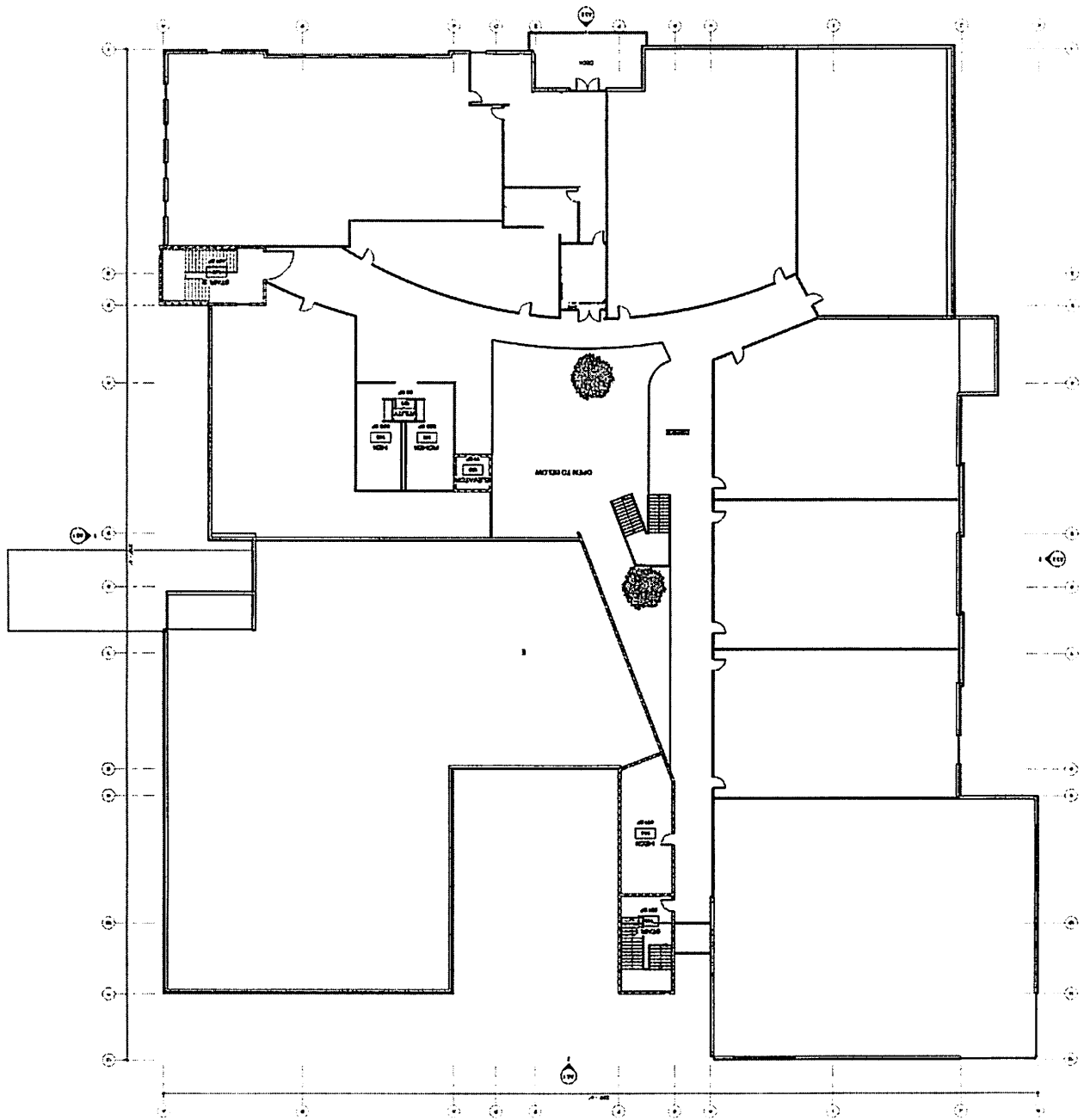


**EXHIBIT "C"**  
**Redevelopment Area Site Plan**





**Exhibit "D"**  
**Concept Drawing 1<sup>st</sup> Floor**



**Exhibit "D"**  
**Concept Drawing 2<sup>nd</sup> Floor**

EXHIBIT "E"  
STATUTORY COST BENEFIT ANALYSIS  
ELITE HEALTH REDEVELOPMENT PROJECT

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2012), the City of Scottsbluff has analyzed the costs and benefits of the proposed Elite Health Redevelopment Project, including:

**Project Sources and Uses.** Approximately \$1,835,000.00 in public funds from tax increment financing provided by the City of Scottsbluff will be required to complete the project. This investment by the city will leverage \$12,902,217.00 in private sector financing; a private investment of \$7.03 for every city dollar investment.

**Use of Funds.**

| Description      | TIF Funds       | Private Funds    | Total            |
|------------------|-----------------|------------------|------------------|
| Site Acquisition | \$ 786,028.00   | \$               | \$ 786,028.00    |
| Site preparation | \$ 250,000.00   | \$               | \$ 250,000.00    |
| Infrastructure   | \$ 268,733.00   | \$               | \$ 268,733.00    |
| Plan/Design      | \$ 450,000.00   | \$               | \$ 450,000.00    |
| Core Building    | \$              | \$ 11,300,075.00 | \$ 11,300,075.00 |
| Soft Costs       | \$              | \$ 1,602,142.00  | \$ 1,602,142.00  |
| TOTALS           | \$ 1,784,761.00 | \$ 12,902,217.00 | \$ 14,687,053.00 |

**Tax Revenue. Tax Revenue.** The property to be redeveloped is anticipated to have a January 1, 2014, valuation of approximately \$83644. Based on the 2014 levy this would result in a real property tax of approximately \$. It is anticipated that the assessed value will increase by \$11,500,000, upon full completion in 2016, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$230,000.00 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

|                                  |                  |
|----------------------------------|------------------|
| Estimated 2014 assessed value:   | \$ 83,644.00     |
| Estimated value after completion | \$ 11,500,000.00 |
| Increment value                  | \$ 11,416,000.00 |
| Annual TIF generated (estimated) | \$ 230,000.00    |
| TIF bond issue                   | \$ 1,835,000.00  |

**Public Infrastructure and Community Public Service Needs.** The Project is currently served by sanitary sewer and potable water by the city; however, minor modifications will need to be made to accommodate the site layout. This cost will be borne by the developer.

**Employment Within the Project Area.** Employment within the Project Area is currently zero. At project stabilization employment is expected to increase to over 50 full time equivalent employees. Temporary construction employment will increase during the construction. The construction period is expected to exceed nine months.

**Employment in the City Outside the Project Area.** The latest available labor statistics show that the Scotts Bluff County labor pool is 19,591, with a 3.2% unemployment rate.

**Other Impacts.** Personal property in the project is subject to current property tax rates. Personal property for the Project is estimated at \$500,000, resulting in an estimated personal property tax for the first year of operations of \$10,000.00, Personal property tax is not subject to TIF and will be paid to the normal taxing entities. City sales tax on construction material is expected to exceed \$75,000.

**Tax shifts.** No shift of taxes or other negative impact is expected.

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

**Item Pub. Hear.3**

**Community Development Agency to Recess.**

**Staff Contact: Rick Kuckkahn, City Manager**

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

**Item Pub. Hear.4**

**City Council to Reconvene.**

**Staff Contact: Rick Kuckkahn, City Manager**

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Pub. Hear.5**

**Council to conduct a Public Hearing as scheduled for this date at 6:05 p.m. to consider the Resolution and Redevelopment Plan for the Elite Health Development Project.**

**Staff Contact: Rick Kuckkahn, City Manager**

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Pub. Hear.6**

### **Council to take action on the Resolution and Redevelopment Plan**

**Staff Contact: Rick Kuckkahn, City Manager**



**RESOLUTION NO. 15-07-\_\_**

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

**Recitals:**

a. The City of Scottsbluff, Nebraska, a municipal corporation and city of the first class (the “City”), has determined it to be desirable to undertake and carry out urban redevelopment projects in certain areas of the City that are determined to be blighted and substandard and in need of redevelopment;

b. The Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”), prescribes the requirements and procedures for the planning and implementation of redevelopment projects;

c. The City has previously declared an area which includes an area legally described in Exhibit A (the “Redevelopment Area”) to be blighted and substandard and in need of redevelopment pursuant to the Act;

d. The Community Development Agency of the City of Scottsbluff, Nebraska (the “Agency”) has received a Redevelopment Plan ( the “Redevelopment Plan”) prepared by Elite Health, LLC (the “Redeveloper”), in the form attached as Exhibit B, for the redevelopment of the Redevelopment Area;

e. The Agency and the Planning Commission of the City (the “Planning Commission”) have both reviewed the Redevelopment Plan and recommended its approval by the Mayor and Council of the City;

f. The City published and mailed notices of a public hearing regarding the consideration of the approval of the Redevelopment Plan pursuant to Section 18-2115 of the Act, and has on the date of this Resolution held a public hearing on the proposal to approve the Redevelopment Plan; and

g. The City has reviewed the Redevelopment Plan and determined that the proposed land uses and building requirements described in it are designed with the general purpose of accomplishing a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

**Resolved that:**

1. The Redevelopment Plan is determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act. It is found and determined, based on the analysis conducted by the Agency, that (a) the redevelopment project described in the Redevelopment Plan would not be economically feasible within the Project Area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of the recommendations of the Agency and the Planning Commission with respect to the Redevelopment Plan.

2. The Redevelopment Plan is approved in substantially the form attached as Exhibit B.

3. In accordance with Section 18-2147 of the Act, the City provides that any ad valorem tax on certain real property in the City of Scottsbluff, Scotts Bluff County, Nebraska, more fully described on Exhibit A, attached hereto, for the benefit of any public body be divided for a period of 15 years after the effective date as provided in Section 18-2147 of the Act, which effective date shall be determined in a Redevelopment Contract entered into between the Redeveloper and the Agency. Said tax shall be divided as follows:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the Project Area in excess of such amount (the Redevelopment Project Valuation), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Agency to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, the Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Agency shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in the Project Area shall be paid into the funds of the respective public bodies.

4. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

5. This Resolution shall become effective immediately upon its adoption.

**PASSED and APPROVED** on July 6, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

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

## EXHIBIT A

### LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

A parcel of land known as Block 9 Five Oaks Subdivision, containing 482,821 sq. ft. (11.08 acres) more or less, in the Northwest Quarter of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, in Scotts Bluff County, Nebraska, said tract or parcel being more particularly described as follows:

**COMMENCING** at the Northwest corner of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, whence the west quarter corner of said Section 14, Bears South 02°03'39" West, a distance of 2675.32 feet; Thence along north line of the northwest quarter of said Section 14, South 88°13'30" East, a distance of 69.51 feet; Thence South 01°46'30" West, a distance of 33.00 feet to a point on the existing south right of way of 42nd Street and to the **POINT OF BEGINNING**;

Thence along said existing south right of way of 42nd Street South 88°13'30" East,

a distance of 638.16 feet;

Thence departing said existing south right of way of 42nd Street, South 02°09'33" West, a distance of 689.61 feet;

Thence South 89°54'43" West, a distance of 82.99 feet;

Thence on the arc of a curve to the left, a radius of 126.00 feet, a central angle of 58°59'23", a distance of 129.73 feet, (a chord bearing South 60°25'02" West, a distance of 124.07 feet);

Thence South 30°55'20" West, a distance of 33.14 feet;

Thence on the arc of a curve to the right, a radius of 74.00 feet, a central angle of 80°57'43", a distance of 104.57 feet, (a chord bearing South 71°24'12" West, a distance of 96.08 feet);

Thence North 68°06'57" West, a distance of 194.50 feet;

Thence on the arc of a curve to the left, a radius of 226.00 feet, a central angle of 19°49'23", a distance of 78.19 feet, (a chord bearing North 78°01'39" West, a distance of 77.80 feet);

Thence North 87°56'20" West, a distance of 87.56 feet to a point on the existing east right of way of Highway 71 (Avenue I);

Thence continuing along said east right of way of Highway 71 (Avenue I), North 02°03'39" East, a distance of 262.75 feet;

Thence continuing along said east right of way of Highway 71 (Avenue I), North 02°37'26" East, a distance of 475.46 feet, more or less, to the **POINT OF BEGINNING**;

The above described parcel contains 482,821 sq. ft. (11.08 acres), more or less.

**BASIS OF BEARINGS:** All bearings are based on the line connecting the Northwest corner of Section 14, Township 22 North, Range 57 West, of the 6th Principal Meridian and the West Sixteenth Corner of said Section 14, being a **GRID** bearing of **South 88°13'30" East** a distance of **1326.35 feet** as obtained from a global positioning system (GPS) survey based on the Nebraska High Accuracy Reference Network (NHARN). Said grid bearing is NAD 83 (2011) Nebraska State Plane Zone 2600.

**EXHIBIT B**  
**FORM OF REDEVELOPMENT PLAN**  
**[as per the attached]**

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Pub. Hear.7**

**Community Development Agency to reconvene and take action on the Resolution concerning the Redevelopment Contract .**

**Staff Contact:**

## RESOLUTION NO. CDA 15-07-

### **BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA:**

Section 1. The Mayor and Council of the City of Scottsbluff, Nebraska (the “City”) hereby find and determine (a) that The Community Development Agency of the City of Scottsbluff, Nebraska (the “Agency”) has been duly created by ordinance for purposes of assisting with redevelopment of blighted and substandard real estate located within the City; that the Agency has and may exercise all of the powers of a redevelopment authority provided for under the Community Development Law of the State of Nebraska; that there has been prepared a redevelopment plan, entitled “REDEVELOPMENT PLAN FOR THE ELITE HEALTH DEVELOPMENT” (the “Plan”) and a Redevelopment Contract (the “Redevelopment Contract”) for the redevelopment of the real estate described in the Redevelopment Contract as the “Redevelopment Project Area” (hereinafter in this Resolution referred to as the “Redevelopment Project Area”); (b) that prior to the recommendation or approval of the Plan, the Redevelopment Project Area was declared blighted and substandard by action of the Mayor and Council of the City; (c) that the City has had in effect its general plan for the development of the City from the time prior to the preparation of the Plan; (d) that the Plan was prepared by the Redeveloper (as defined below) and submitted to the Planning Commission of the City and approved and thereafter recommended by the Agency to the Mayor and Council of the City; (e) that on the 6th day of July, 2015, the Mayor and Council of the City held a public hearing on the Plan for which notice was given by publication prior to such hearing in the *Star Herald* on June \_\_\_\_ and \_\_\_\_, 2015, and, after such hearing, the Mayor and Council gave their approval to the Plan; (f) that the Plan, among other things, calls for the redevelopment of the Redevelopment Project Area by the acquisition of land, site preparation, planning, infrastructure and related costs for the construction of a multi-story health related commercial building (all as described in the Plan and Redevelopment Contract (the “Project”)); (g) that Elite Health, LLC., a Nebraska limited liability company (hereafter referred to as the “Redeveloper”) is interested in the redevelopment of the Redevelopment Project Area and the Redeveloper has undertaken and is currently incurring costs and is undertaking preliminary steps related to construction and rehabilitation as provided for in the Plan and Redevelopment Contract and the City and the Agency have previously communicated willingness to assist such redevelopment in order to encourage the providing of employment and the economic development of the City as well as for the redevelopment of a blighted and substandard area of the City; (h) that the Agency and the Redeveloper are about to enter into the Redevelopment Contract (as approved in Section 12 of this Resolution and incorporated by reference herein) and under the terms of the Redevelopment Contract, the Agency agrees to assist the implementation of the Redevelopment Project by making a grant to Elite Development, Inc., (the “Corporation”) which has agreed to provide funds from such grant to the Redeveloper to pay part of the cost of the Project and for such purpose it is necessary for the Agency to authorize the issuance and sale of its tax increment revenue bond, with principal purchase price to be paid by the Corporation or its designee in accordance with the terms of the Redevelopment Contract; (i) that all conditions, acts and things required by law to exist or to be done precedent to the authorizing of the Agency’s tax increment revenue bond as provided for in this Resolution do exist and have been done as provided by law.

Section 2. Pursuant to and in full compliance with the Community Development Law, Section 18-2125, R.R.S. Neb. 2012, and this Resolution, and for purpose of providing funds to pay for completing the Project and for costs of issuing the Bond, the Agency shall issue the Bond in a principal amount not to exceed \$1,835,000. The Bond shall be designated as "Tax Increment Development Revenue Bond of the City of Scottsbluff, Nebraska (Elite Health Redevelopment Project)," shall have an appropriate series designation as determined by the Treasurer of the Agency (the "Agent"), shall be dated the date the Bond is initially issued and delivered, which shall be the date of the first deposit of proceeds of that series in the Project Fund (defined below) as further described below "Date of Original Issue," shall mature, subject to right of prior redemption, not later than December 31, 2030, and shall bear five percent interest (5.0%). The Bond shall be issued as a single Bond as further described below. Any Bond issued pursuant to this Resolution shall only be due and payable to the extent moneys are available therefor in accordance with the terms of this Resolution.

The Bond, is a special, limited obligation of the Agency payable solely from the Revenue (defined as (a) those tax revenues referred to (1) in the last sentence of the first paragraph of Article VIII, Section 12 of the Constitution of the State of Nebraska, and (2) in Section 18-2147, Reissue Revised Statutes of Nebraska, as amended, and (b) all payments made in lieu thereof) and the amounts on deposit in the funds and accounts established by this Resolution. The Bond shall not in any event be a debt of the Agency (except to the extent of the Revenue and other money pledged under this Resolution), the State, nor any of its political subdivisions, and neither the Agency (except to the extent of the Revenue and other money pledged under this Resolution), the City, the State nor any of its political subdivisions is liable in respect thereof, nor in any event shall the principal and interest on the Bond be payable from any source other than the Revenue and other money pledged under this Resolution. The Bond does not constitute a debt within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the Agency and does not impose any general liability upon the Agency. Neither any official of the Agency nor any person executing the Bond shall be liable personally on the Bond by reason of its issuance. The validity of the Bond is not and shall not be dependent upon the completion of the Project or upon the performance of any obligation relative to the Project.

The Revenue and the amounts on deposit in the funds and accounts established by this Resolution are hereby pledged and assigned for the payment of the Bond, and shall be used for no other purpose than to pay the principal of and interest on the Bond, except as may be otherwise expressly authorized in this Resolution. The Bond shall not constitute a debt of the Agency or the City within the meaning of any constitutional, statutory, or charter limitation upon the creation of general obligation indebtedness of the Agency, and neither the Agency nor the City shall be liable for the payment thereof out of any money of the Agency or the City other than the Revenue and the other funds referred to herein.

Nothing in this Resolution shall preclude the payment of the Bond from (a) the proceeds of future bonds issued pursuant to law or (b) any other legally available funds. Nothing in this Resolution shall prevent the City or the Agency from making advances of its own funds howsoever derived to any of the uses and purposes mentioned in this Resolution.



The Bond shall be dated the Date of Original Issue and shall be issued in installments to the purchaser thereof, as the person(s) identified as the owner(s) of the Bond from time to time, as indicated on the books of registry maintained by the "Registrar" (the Treasurer of the Agency, in her capacity as registrar and paying agent for the Bond). The Bond shall be issued as a single Bond.

Proceeds of the Bond may be advanced and disbursed in the manner set forth below:

(a) There shall be submitted to the Agency a grant disbursement request (the "Disbursement Request"), executed by the City's Clerk and an authorized representative of the Redeveloper, (i) certifying that a portion of the Project has been substantially completed and (ii) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Project.

(b) If the costs requested for reimbursement under the Disbursement Request are currently reimbursable under the Redevelopment Contract, the Redevelopment Plan and the Community Development Law, the Agency shall evidence such allocation in writing and inform the owner of the Bond of any amounts allocated to the Bond.

(c) Upon notification from the Agency as described in Section 2(b), deposits to the accounts in the Project Fund may be made from time to time from funds received by the Agency from the owner of the Bond (if other than the Corporation) in the amounts necessary to pay amounts requested in properly completed, signed and approved written Disbursement Requests as described herein. Such amounts shall be proceeds of the Bond and the Agency shall inform the Registrar in writing of the date and amount of such deposits. At the option of the Redeveloper, if the Corporation is the owner of the Bond, the Agency shall make a grant to Corporation in the amount of the approved Disbursement Request; in such event, the approved Disbursement Request amount shall offset funding of the Bond. The Registrar shall keep and maintain a record of the amounts deposited into the Project Fund from Bond proceeds pursuant to the terms of this Resolution as "Principal Amount Advanced" and shall enter the aggregate principal amount then Outstanding as the "Cumulative Outstanding Principal Amount" on its records maintained for the Bond. The aggregate amount deposited into the Project Fund from proceeds of the Bond shall not exceed \$1,835,000.

The records maintained by the Registrar as to principal amount advanced and principal amounts paid on the Bond shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

The Bond shall be dated the Date of Original Issue, which shall be the initial date of a deposit of the proceeds of the Bond in the Project Fund.

The principal and interest on the Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal and of the Bond due at maturity or upon earlier redemption shall be payable upon presentation and surrender of the Bond to the Registrar.

The Bond shall be executed by the manual signatures of the Mayor and Clerk and the original, official seal of the City shall be impressed or printed thereon. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if s/he had remained in office until such delivery, and the Bond may be signed by such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Agent is hereby authorized to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution, (1) the Date of Original Issue, the principal amount of the Bond as set forth above, (2) the maturity date of the Bond, which shall be not later than December 31, 2030, (3) the initial Payment Date and (4) any other term of the Bond not otherwise specifically fixed by the provisions of this Resolution.

Any Bond issued upon transfer or exchange of any other Bond shall be dated as of the Date of Original Issue.

The Bond shall be issued to such owner as shall be mutually agreed between the Redeveloper and the Agency for a price equal to 100% of the principal amount thereof. No Bond shall be delivered to any owner unless the City and the Agency shall have received from the owner thereof such documents as may be required by the Agency to demonstrate compliance with all applicable laws. The Agency may impose such restrictions on the transfer of any Bond as may be required to ensure compliance with all requirements relating to any such transfer.

The Bond shall be issued in fully registered form. The Agent is hereby designated as paying agent and registrar for the Bond (the "Agent" or "Registrar"). The Registrar shall have only such duties and obligations as are expressly stated in this Resolution and no other duties or obligations shall be required of the Registrar. The principal and interest due on the initial payment date and each subsequent payment date prior to maturity shall be payable to the registered owner of record as of the fifteenth day of the calendar month immediately preceding the calendar month in which such payment date occurs (the "Record Date"). Payments on the Bond, except for payments due on final maturity date, or other final payment, shall be made by the Agency by mailing or delivering a check or draft in the amount then available for payment on the Bond to the registered owner of the Bond, as of the Record Date for such payment date, to such owner's registered addresses as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and interest due at final maturity or other final payment shall be made by the Agency to the registered owner upon presentation and surrender of the Bond to the Agency at the Agency's offices at City Hall in the City of Scottsbluff, Nebraska. The Agency and the Agent may treat the registered owner of the Bond as the absolute owner of the Bond for the purpose of making payments thereon and for all other purposes and neither the Agency nor the Agent shall be affected by any notice or knowledge to the contrary, whether the Bond or any installment due thereon shall be overdue or not. All payments on account of principal and interest made to the registered owner of the Bond in accordance with the terms of this Resolution shall be valid and effectual and shall be a discharge of the Agency and the Agent, in respect of the liability upon the Bond to the extent of the sum or sums so paid.

Section 3. The Agent shall keep and maintain for the Agency books for the registration and transfer of the Bond at the Agency's offices at City Hall in Scottsbluff, Nebraska. The name and registered address of the registered owner of the Bond (including notation of any pledgee as may be requested by the Redeveloper) shall at all times be recorded in such books.

The transfer of the Bond may be registered only upon the books kept for the registration and registration of transfer of the Bond upon (a) surrender thereof to the Registrar, together with an assignment duly executed by the Owner or its attorney or legal representative in such form as shall be satisfactory to the Registrar and (b) evidence acceptable to the Agency that the assignee is a bank or a qualified institutional buyer as defined in Rule 144A promulgated by the Securities and Exchange Commission. Prior to any transfer and assignment, the Owner will obtain and provide to the Agency, an investor's letter in form and substance satisfactory to the Agency evidencing compliance with the provisions of all federal and state securities laws, and will deposit with the Agency an amount to cover all reasonable costs incurred by the Agency, including legal fees, of accomplishing such transfer. A transfer of any Bond may be prohibited by the Agency if (1) a default then exists under the Redevelopment Contract, or (2) a protest of the valuation of the Redevelopment Project Area is ongoing. Upon any such registration of transfer the Agency shall execute and deliver in exchange for such Bond a new Bond registered in the name of the transferee, in a principal amount equal to the principal amount of the Bond surrendered or exchanged, of the same series and maturity and bearing interest at the same rate.

In all cases in which any Bond shall be exchanged or a transfer of a Bond shall be registered hereunder, the Agency shall execute at the earliest practicable time execute and deliver a Bond in accordance with the provisions of this Resolution. The Bond surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. Neither the Agency nor the Registrar shall make a charge for the first such exchange or registration of transfer of any Bond by any owner. The Agency or the Registrar, or both, may make a charge for shipping, printing and out-of-pocket costs for every subsequent exchange or registration of transfer of such Bond sufficient to reimburse it or them for any and all costs required to be paid with respect to such exchange or registration of transfer. The Agency and the Agent shall not be required to transfer the Bond during any period from any Record Date until its immediately following payment date or to transfer the Bond when called for redemption, in whole or in part, for a period of 15 days next preceding any date fixed for redemption or partial redemption.

Section 4. At any time, the Agency shall have the option of prepaying in whole or in part principal of the Bond. Notice of any optional redemption for the Bond shall be given at the direction of the Agency by the Agent by mail not less than 15 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of the Bond at said owner's registered address. Notice of call for redemption may be waived in writing by any registered owner. In the event of prepayment in whole the Bond shall be cancelled. The determination of the amount and timing of any optional redemption of the Bond shall be in the absolute discretion of the Agency. The records of the Agency shall govern as to any determination of the principal amount of the Bond outstanding at any time and the registered owner shall have the right to request information in writing from the Agency at any time as to the principal amount outstanding upon the Bond.

Section 5. The Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and with such additional changes as the Agent may deem necessary or appropriate:

**(FORM OF BOND)**

**THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND THIS BOND MAY NOT BE TRANSFERRED UNLESS THE PROPOSED ASSIGNEE IS A BANK OR A QUALIFIED INSTITUTIONAL BUYER AS DEFINED IN RULE 144A PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION AND THE OWNER HAS OBTAINED AND PROVIDED TO THE AGENCY, PRIOR TO SUCH TRANSFER AND ASSIGNMENT, AN INVESTOR'S LETTER IN FORM AND SUBSTANCE SATISFACTORY TO THE AGENCY EVIDENCING THE COMPLIANCE WITH THE PROVISIONS OF ALL FEDERAL AND STATE SECURITIES LAWS AND CONTAINING SUCH OTHER REPRESENTATIONS AS THE AGENCY MAY REQUIRE.**

**THIS BOND MAY BE TRANSFERRED ONLY IN THE MANNER AND ON THE TERMS AND CONDITIONS AND SUBJECT TO THE RESTRICTIONS STATED IN RESOLUTION NO. 15-07-\_\_\_ OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA.**

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF SCOTTS BLUFF**

**COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF SCOTTSBLUFF, NEBRASKA**

**TAX INCREMENT DEVELOPMENT REVENUE BOND  
(ELITE HEALTH REDEVELOPMENT PROJECT), SERIES 2015**

**No. R-1**

**Up to \$1,835,000.00  
(subject to reduction as described herein)**

**Date of  
Original Issue**

**Date of  
Maturity**

**Rate of  
Interest**

**December 31, 2030**

**5.0%**

**REGISTERED OWNER: Elite Development, Inc.**

**PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO**

**REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE BOND SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.**

**IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA** has caused this Bond to be signed by the manual signature of the Mayor of the City, countersigned by the manual signature of the Clerk of the City, and the City's corporate seal imprinted hereon.

**COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF SCOTTSBLUFF,  
NEBRASKA**

[S E A L]

By: \_\_\_\_\_ (manual signature)  
Mayor

By: \_\_\_\_\_ (manual signature)  
Clerk

The **COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA** (the "Agency") acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Scottsbluff, Nebraska (the "**Registrar**"). The principal of this Bond is payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Bond is issued by the Agency under the authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. \_\_\_\_\_ duly passed and adopted by the Agency on July 6, 2015, as from time to time amended and supplemented (the "**Resolution**").

**THE PRINCIPAL AMOUNT OF THIS BOND IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS BOND IS \$1,835,000.**

This Bond is a special limited obligation of the Agency payable as to principal solely from

and is secured solely by the Revenue (as defined in the Resolution) and certain other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Revenue represents that portion of ad valorem taxes levied by public bodies of the State of Nebraska, including the City, on real property in the Project Area (as defined in this Resolution) which is in excess of that portion of such ad valorem taxes produced by the levy at the rate fixed each year by or for each such public body upon the valuation of the Project Area as of a certain date and as has been certified by the County Assessor of Scotts Bluff County, Nebraska to the City in accordance with law.

Reference is hereby made to the Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal on this Bond, the nature and extent of the security thereby created, the terms and conditions under which this Bond has been issued, the rights and remedies of the Registered Owner of this Bond, and the rights, duties, immunities and obligations of the City and the Agency. By the acceptance of this Bond, the Registered Owner assents to all of the provisions of the Resolution.

The principal and interest hereon shall not be payable from the general funds of the City nor the Agency nor shall this Bond constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Agency or of any other party other than those specifically pledged under the Resolution. This Bond is not a debt of the City or the Agency within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Agency, and does not impose any general liability upon the City or the Agency and neither the City nor the Agency shall be liable for the payment hereof out of any funds of the City or the Agency other than the Revenues and other funds pledged under the Resolution, which Revenues and other funds have been and hereby are pledged to the punctual payment of the principal and interest on this Bond in accordance with the provisions of this Resolution.

The Registered Owner may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Bond under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Bond under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Agent as to the principal amount issued and principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount of this Bond for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Bond by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Bond; the Revenue and other money and securities pledged to the payment of the principal

on this Bond; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Bond; the rights, duties and obligations of the Agency and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Bond is subject to redemption prior to maturity, at the option of the Agency, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Bond is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Bond, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Bond so redeemed shall become due and payable and if money for the payment of the portion of the Bond so redeemed to the date fixed for redemption shall be held for the purpose of such payment by the Registrar.

This Bond is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Agency and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal due hereon and for all other purposes.

This bond is being issued as fully a registered bond without coupons. This bond is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Bond have happened, do exist and have been performed in regular and due time, form and manner; that this Bond does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal and interest on this Bond as provided in this Resolution.

*[The remainder of this page intentionally left blank]*

(FORM OF ASSIGNMENT)

**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

---

Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_ agent to transfer the within Bond on the bond register kept by the Registrar  
for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

---

NOTICE: The signature to this Assignment  
must correspond with the name of the  
Registered Owner as it appears upon the  
face of the within bond in every particular.

Signature Guaranteed By:

---

Name of Eligible Guarantor Institution as  
defined by SEC Rule 17 Ad-15 (17 CFR  
240.17 Ad-15)

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

*[The remainder of this page intentionally left blank]*



**SCHEDULE 1**

**TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT**

**COMMUNITY DEVELOPMENT AGENCY OF  
THE CITY OF SCOTTSBLUFF, NEBRASKA  
ELITE HEALTH REDEVELOPMENT PROJECT  
TAX INCREMENT DEVELOPMENT REVENUE BOND, SERIES 2015**

| <b>Date</b> | <b>Principal<br/>Amount<br/>Advanced</b> | <b>Principal<br/>Amount<br/>Redeemed</b> | <b>Cumulative<br/>Outstanding<br/>Principal<br/>Amount</b> | <b>Notation<br/>Made<br/>By</b> |
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Section 6. Pursuant to the provisions of Section 18-2147, R.R.S. Neb. 2012, and the terms of the Redevelopment Contract the effective date is hereby confirmed as January 1, 2016, after which ad valorem taxes on real property located within the Project Area may be apportioned pursuant to said Section 18-2147. From and after said effective date that portion of the ad valorem taxes on all real estate located within each Phase of the Project Area which is described in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2012, as amended (the "Project Area Tax Receipts"), shall be paid into the Bond Fund (as defined in Section 15. below) to be held by the Agent. The Agency hereby pledges for the payment of the Bond principal as the same fall due, equally and ratably, all Project Area Tax Receipts as so paid into the Bond Fund as a prior and first lien upon said receipts for the security and payment of the Bond. Monies held in the Bond Fund shall be invested to the extent practicable and investment earnings on such monies shall be applied in the same manner as all other funds held in the Bond Fund. The Agency hereby agrees that so long as any principal of the Bond remains outstanding it will not issue any additional bonds payable from the Project Area Tax Receipts without the written consent of the registered owner (including any pledgee) of the Bond as then outstanding. The Agency further reserves the right to provide for payment of principal on the Bond from the proceeds of a refunding bond or refunding bonds. Monies held in the Bond Fund shall be invested to the extent practicable and investment earnings on such monies shall be applied in the same manner as all other funds held in the Bond Fund. Pursuant to the terms of the Redevelopment Contract, the Agency's Secretary (the City Clerk) is hereby authorized and directed to give notice to the County Assessor and Treasurer of the provision of the Redevelopment Contract for dividing ad valorem taxes in accordance with the requirements of subdivision (3) of Section 18-2147, R.R.S. 2012.

Section 7. The Bond shall be executed on behalf of the Agency by the Mayor and City Clerk. Upon execution of the Bond and compliance with all other provisions of this Resolution and the Redevelopment Contract, the Bond shall be registered by the Agent in the name of the owner or its designee as the initial registered owner and shall be delivered in consideration of payment of the principal amount thereof to the Agency's Treasurer in current bankable funds. The Redeveloper may request notation of a pledge interest in the Bond on the records of the Agent. The initial purchaser (and any pledgee) shall be required to deliver an investment representation letter to the Agent. Such letter shall be satisfactory in form to the officers of the Agency, or any one or more of them, as advised by the Agency's attorneys. Subject to Section 2 above, from such purchase price, the Agency is to make a grant to the Redeveloper in accordance with the terms of the Redevelopment Contract.

Section 8. If the date for payment of principal on the Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Scottsbluff, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 9. The City Clerk shall make and certify one or more copies of the transcript of the proceedings of the Agency precedent to the issuance of the Bond one of which copies shall be delivered to the City and held in its records pertaining to the Agency.

Section 10. The Mayor and City Clerk or any one of them are hereby authorized to take any and all actions, and to execute any and all documents deemed by them necessary to effect the transactions authorized by this Resolution.

Section 11. The authorization for the Bond provided for in this Resolution is based upon expectations as to completion of construction, valuation and proposed tax rates suggested by the Redeveloper. The Agency has given and hereby gives no assurances that such expectations will in fact be fulfilled and the Bond is being issued with the understanding that the Redeveloper is the initial purchaser of the Bond and any pledgee of the Redeveloper accepts and understands the risks related thereto.

Section 12. The Redevelopment Contract between the Agency and the Redeveloper in the form presented is hereby approved. Notice of such contract shall be given immediately by the Agency's Secretary to the Mayor and Council of the City of Scottsbluff and such contract proposal shall be executed and delivered by the Agency. The Mayor (or in his absence, the President of the Council), acting as the Agency's chairperson (or Vice-Chairperson), is hereby authorized to execute and deliver the Redevelopment Contract, in substantially the form presented but with any such changes as such executing officer shall determine appropriate, on behalf of the Agency.

Section 13. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 14. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Agency hereby (a) authorizes and directs the Mayor, Agent, Clerk, City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and the Agency and such other actions as they, or any of them, in consultation with their counsel, the owner and its counsel shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, including without limitation the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Agent the right, power and authority to exercise her independent judgment and absolute discretion in (1) determining and finalizing all terms and provisions to be carried by the Bond not specifically set forth in this Resolution and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bond. The execution and delivery by the Agent or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the Agency's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the Agency and the authorization, approval and ratification by the Agency of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by the Agent and all other officers, officials, employees and agents of the City, including without limitation the expenditure of funds and the selection,

appointment and employment of counsel and financial advisors and agents, in connection with issuance and sale of the Bond, together with all other actions taken in connection with any of the matters which are the subject hereof, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 15. There is hereby created and established by the Agency the following funds and accounts which funds shall be held by the Agency separate and apart from all other funds and moneys of the Agency and the City:

(a) a special trust fund called the "Elite Health Redevelopment Project Bond Fund" (the "Bond Fund"). All of the Revenue shall be deposited into the Bond Fund. The Revenue accumulated in the Bond Fund shall be used and applied on the Business Day prior to each Payment Date (i) to make any payments to the City or the Agency as may be required under the Redevelopment Contract and (ii) to pay principal on the Bond to the extent of any money then remaining the Bond Fund on such Payment Date. Money in the Bond Fund shall be used solely for the purposes described in this Section 15. All Revenues received through and including December 31, 2030 shall be used solely for the payments required by this Section 15; and

(b) a special trust fund called the "Elite Health Redevelopment Project Fund" (the "Project Fund") The Agency shall disburse any money on deposit in the Project Fund from time to time to pay or as reimbursement for payment made for the Project Costs in each case within 5 Business Days after completion of the steps set forth in Section 2. If a sufficient amount to pay a properly completed Disbursement Request is not in the Project Fund at the time of the receipt by the Agency of such request, the Agency shall notify the owner of the Bond and such owner may deposit an amount sufficient to pay such request with the Agency for such payment. As set forth in Section 2, if the Corporation is the owner of the Bond and the Redeveloper so elects, the Agency shall make a grant to the Corporation in the amount of an approved Disbursement Request; in such event, the approved Disbursement Request amount shall offset funding of the Bond.

So long as the Bond remains unpaid, the money in the foregoing funds and accounts shall be used for no purpose other than those required or permitted by this Resolution, any Resolution supplemental to or amendatory of this Resolution and the Redevelopment Law.

Section 16. The provisions of this Resolution shall constitute a contract between the Agency and the owner and the provisions thereof shall be enforceable by the owner by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the issuance and delivery of any Bond, this Resolution and any supplemental Resolution shall not be repealable, but shall be subject to modification or amendment to the extent and in the manner provided in this Resolution, but to no greater extent and in no other manner.

Section 17. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Bond is intended or should

be construed to confer upon or give to any person other than the Agency and the owner of the Bond any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement or provision herein contained. The Resolution and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Agency and the owner from time to time of the Bond as herein and therein provided.

Section 18. No officer or employee of the Agency shall be individually or personally liable for the payment of the principal on the Bond. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 19. The Resolution shall be construed and interpreted in accordance with the laws of the State of Nebraska. All suits and actions arising out of this Resolution shall be instituted in a court of competent jurisdiction in the State except to the extent necessary for enforcement, by any trustee or receiver appointed by or pursuant to the provisions of this Resolution, or remedies under this Resolution.

Section 20. Any Resolution of the Agency and any part of any resolution, inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 22. This Resolution shall be in force and take effect from and after its adoption as provided by law.

**PASSED AND APPROVED** on July 6, 2015.

**COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
SCOTTSBLUFF NEBRASKA**

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Chair

## REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the \_\_\_\_\_ day of July, 2015, by and between the Community Development Agency of the City of Scottsbluff, Nebraska ("Agency"), and Elite Health, LLC, a Nebraska limited liability company ("Redeveloper").

WITNESSETH:

WHEREAS, the City of Scottsbluff, Nebraska (the "City"), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended (collectively the "Act"), has designated an area within the City as blighted and substandard;

WHEREAS, the Agency has adopted, after approval by the Mayor and Council of the City, that redevelopment plan entitled "**REDEVELOPMENT PLAN FOR ELITE HEALTH DEVELOPMENT**" (the "Redevelopment Plan");

WHEREAS, Agency and Redeveloper desire to enter into this Redevelopment Contract in order to implement the Redevelopment Plan and provide for the redevelopment of lots and lands located in a blighted and substandard area;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Agency and Redeveloper do hereby covenant, agree and bind themselves as follows:

### ARTICLE I

#### DEFINITIONS AND INTERPRETATION

##### Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

"Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended, and acts amendatory thereof and supplemental thereto.

"Agency" means the Community Development Agency of the City of Scottsbluff, Nebraska.

"City" means the City of Scottsbluff, Nebraska.

"Governing Body" means the Mayor and City Council of the City.

"Holder(s)" means the registered owner or owners of Indebtedness issued by the Agency from time to time outstanding.

"Indebtedness" means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premium, if any, thereon, incurred by the Agency pursuant to the Resolution and Article III hereof to provide financing for a portion of the Project Costs and secured in whole or in part by TIF Revenues. The Indebtedness as initially issued by the Agency shall consist of the Agency's Tax Increment Development Revenue Bond (Elite Health Project), Series 2015, to be issued in an amount not to exceed \$1,835,000 in substantially the form set forth on Exhibit C and purchased by Elite Development, Inc., (the "Corporation") Redeveloper as set forth in Section 3.04 of this Redevelopment Contract.

"Liquidated Damages Amount" means the amounts to be repaid to Agency by Redeveloper pursuant to Section 6.02 of this Redevelopment Contract.

"Project" means the improvements to the Redevelopment Project Area, as further described in Exhibit B attached hereto and incorporated herein by reference and, as used herein, shall include the Redevelopment Project Property and additions and improvements thereto.

"Project Cost Certification" means a statement prepared and signed by the Redeveloper verifying the Redeveloper has become legally obligated for, or has paid the Project Costs identified on Exhibit D.

"Project Costs" means only costs or expenses incurred by Redeveloper for the purposes set forth in §18-2103(12)(a) through (f), inclusive, including the providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit D. Project Costs shall include, but not be limited to site acquisition costs, demolition and rehabilitation expenditures, all improvements related to Project public infrastructure costs, site preparation costs, utility extensions and costs of the Agency for legal and plan preparation, all as described in Section 3.04 of this Redevelopment Contract.

"Redeveloper" means Elite Health, LLC, a Nebraska limited liability company.

"Redevelopment Project Area" means that certain real property situated in the City of Scottsbluff, Scotts Bluff County, Nebraska which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference. All such legal descriptions are subject to change based upon any re-platting requested by the Redeveloper and approved by the City.

"Redevelopment Project Property" means all of the Redevelopment Project Area which is the site for the improvements constituting the Project, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

"Redevelopment Contract" means this redevelopment contract between the Agency and Redeveloper with respect to the Project.

"Redevelopment Plan" means the Redevelopment Plan (also defined in the recitals hereto) for the Redevelopment Project Area related to the Project, as attached hereto as Exhibit B, prepared by the Agency, approved by the City and adopted by the Agency pursuant to the Act.

"Resolution" means the Resolution of the Agency authorizing the issuance of the Indebtedness, as supplemented from time to time, and also approving this Redevelopment Contract.

"TIF Revenues" means incremental ad valorem taxes generated on the Redevelopment Project Property by the Project which are to be allocated to and paid to the Agency pursuant to the Act.

#### Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

(a) Whenever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(b) The phrase "at any time" shall be construed as meaning at any time or from time to time.

(c) The word "including" shall be construed as meaning "including, but not limited to."

(d) The words "will" and "shall" shall each be construed as mandatory.

(e) The words "herein," "hereof," "hereunder", "hereinafter" and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.



(g) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

## ARTICLE II FINDINGS AND REPRESENTATIONS

### Section 2.01 Findings of Agency.

The Agency makes the following findings:

(a) The Agency is a duly organized and validly existing Community Development Agency under the Act.

(b) The Redevelopment Plan has been duly approved by the City and adopted by the Agency pursuant to Sections 18-2109 through 18-2117 of the Act.

(c) The Agency deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

(d) The Redevelopment Project is expected to achieve the public purposes of the Act by among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Project Area and other purposes set forth in the Act.

(e) (1) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act, and

(2) Based on representations made by the Redeveloper and information provided to the Agency:

(i) the Project would not be economically feasible without the use of tax-increment financing, and

(ii) the Project would not occur in the Redevelopment Project Area without the use of tax-increment financing.

(f) The Agency has determined that the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Agency and have been found to be in the long-term best interest of the community impacted by the Project.

(g) The Agency has determined that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purpose of

accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development: including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

#### Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract. Prior to the execution and delivery of this Redevelopment Contract, the Redeveloper has delivered to the Agency a certificate or letter of good standing, a certified copy of the Redeveloper's Operating Agreement and a certified copy of the resolution or resolutions authorizing the execution and delivery of this Redevelopment Contract.

(b) The execution and delivery of this Redevelopment Contract and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any debenture, bond, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Contract or in any other matter materially affecting the ability to Redeveloper to perform its obligations hereunder.

(d) The Project would not be economically feasible without the use of tax increment financing.

(e) The Project would not occur in the Redevelopment Project Area without the use of tax-increment financing.

(f) The grant of funds described in Section 3.04 hereof to be paid by the Agency to Elite Development, Inc., a Nebraska corporation, (the "Corporation") and will be contributed by the Corporation to the Redeveloper. Such funds, in the hands of the Redeveloper will then be utilized for financing the Redevelopment Project and that such funds will be expended for the purposes set forth in Sections 18-2103 (12)(a) through (f), inclusive of the Act.

### ARTICLE III

#### OBLIGATIONS OF THE AGENCY

##### Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Agency hereby provides that any ad valorem tax on any Lot or Lots located in the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date (the "Effective Date"), as described in Section 18-2147 (1) of the Act, which Effective Date shall be the January 1, 2016. Said taxes shall be divided as follows:

(a) That portion of the ad valorem tax on the real estate located in the Redevelopment Project Area which is produced by levy at the rate fixed each year by or for each public body upon the "redevelopment project valuation" (as defined in the Act) of the Redevelopment Project Area shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That portion of the ad valorem tax on real property in the Redevelopment Project Area in excess of such amount (the "Incremental Ad Valorem Tax"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Agency (designated in the Resolution as the "Bond Fund") to pay the principal of, the interest on, and any premium due in connection with the Indebtedness. When such Indebtedness, including interest and premium due have been paid, the Agency shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Phase shall be paid into the funds of the respective public bodies.

##### Section 3.02 Issuance of Indebtedness

The Agency shall authorize the issuance of the Indebtedness in the form and stated principal amount and bearing interest and being subject to such terms and conditions as are specified in the Resolution and this Redevelopment Contract; provided, at all times the maximum amount of the Indebtedness shall be limited to the lesser of (i) the stated face amount of the Indebtedness, or (ii) the sum of all Project Costs incurred by the Redeveloper as set forth on Exhibit D. No Indebtedness will be issued until Redeveloper has acquired fee title to the Redevelopment Project Property and become obligated for construction of the additions and improvements forming a part of the Project as described in the Plan.

Prior to December 15, 2015, the Agency shall issue one Tax Increment Development Revenue Bond, in one taxable series, in a maximum principal amount of one million eight hundred thirty five thousand and no/100 Dollars (\$1,835,000), in substantially the form shown on the attached Exhibit C ("TIF Bond"), for net funds available to be purchased by the Corporation ("TIF Bond Purchaser"), in a written form acceptable to Agency's attorney, and receive Bond proceeds from the TIF Bond Purchaser in said amount. At the option of the Agency, the Agency shall make a grant to the Corporation in such amount, and such grant shall offset TIF Bond Purchaser's obligation to purchase the TIF Bond. Subject to the terms of this Agreement and the Resolution, the Agency's Treasurer on behalf of the Agency shall have the Agency to determine the timing of issuing the Indebtedness and all the other necessary details of the Indebtedness.

The Redeveloper agrees that the Corporation will purchase the Indebtedness at a price equal to the principal amount thereof, in a private placement satisfactory to the Agency as to its terms and participants (including any pledgee thereof). Neither the Agency nor the City shall have any obligation to provide for the sale of the Indebtedness. It is the sole responsibility of the Redeveloper to effect the sale of the Indebtedness to the Corporation in accordance with the terms of this Redevelopment Contract and the Resolution. The Redeveloper acknowledges that it is its understanding and the Agency's understanding that interest on the Indebtedness will be includable in gross income for federal income tax purposes and subject to Nebraska State income taxation.

#### Section 3.03 Pledge of Revenues.

Under the terms of the Resolution, the Agency pledges 100% of the available annual TIF Revenues derived from the Redevelopment Project Property as security for and to provide payment of the Indebtedness as the same fall due (including payment of any mandatory redemption amounts set for the Indebtedness in accordance with the terms of the Resolution).

#### Section 3.04 Purchase and Pledge of Indebtedness/Grant of Net Proceeds of Indebtedness.

The Corporation, has agreed to purchase the Indebtedness from the Agency for a price equal to the principal amount thereof, payable as provided in Section 3.02 and this Section 3.04. The Redevelopment Plan provides that the Agency shall make a grant from the proceeds of the Indebtedness for the purposes set forth in the Act. In accordance with the terms of the Redevelopment Plan, the Agency shall grant to the Corporation, an amount sufficient to pay the costs for those items described on Exhibit D (the "Project Costs"), in the aggregate maximum amount of \$1,835,000.00. As a condition of making a grant to the Corporation, the Corporation is obligated to transfer the funds, representing the proceeds of the grant to the Redeveloper upon receipt thereof. Notwithstanding the foregoing, the aggregate amount of the Indebtedness and the grant shall not exceed the amount of Project Costs as certified pursuant to Section 4.02 of this Redevelopment Contract. Such grant shall be made to the Corporation, upon execution of this Redevelopment Contract and payment purchase of the Indebtedness as provided in Section 3.02. The Agency shall have no obligation to provide grant funds from any source other than the purchase price paid to the Agency for the Indebtedness.

### Section 3.05 Creation of Funds.

In the Resolution, the Agency has provided for the creation of the following funds and accounts which funds shall be held by the Agency separate and apart from all other funds and moneys of the Agency and the City:

(a) a special trust fund called the “Elite Health Redevelopment Project Bond Fund” (the “Bond Fund”). All of the TIF Revenues shall be deposited into the Bond Fund. The TIF Revenues accumulated in the Bond Fund shall be used and applied on the Business Day prior to each Interest Payment Date (i) to make any payments to the City or the Agency as may be required under the Redevelopment Contract and (ii) to pay principal of or interest on the Bond to the extent of any money then remaining the Bond Fund on such Interest Payment Date. Money in the Bond Fund shall be used solely for the purposes described herein and in the Resolution. All Revenues received through and including December 31, 2030 shall be used solely for the payments required herein and by the Resolution; and

(b) a special trust fund called the “Elite Health Redevelopment Project Fund” (the “Project Fund”) The Agency shall disburse any money on deposit in the Project Fund from time to time to pay or as reimbursement for payment made for the Project Costs in each case within 5 Business Days after completion of the steps set forth herein and in the Resolution. If a sufficient amount to pay a properly completed Disbursement Request (as defined in Section 4.02) is not in the Project Fund at the time of the receipt by the Agency of such request, the Agency shall notify the owner of the Bond and such owner may deposit an amount sufficient to pay such request with the Agency for such payment. As set forth in the Resolution, if the Redeveloper is the owner of the Bond and the Redeveloper so elects, the Agency shall make a grant to Redeveloper in the amount of an approved Disbursement Request; in such event, the approved Disbursement Request amount shall offset funding of the Bond.

## ARTICLE IV

### OBLIGATIONS OF REDEVELOPER

#### Section 4.01 Construction of Project; Bond; Insurance.

(a) Redeveloper will acquire the Project, undertake the planning, site development, infrastructure installation, install all required utilities and improvements in accordance with the plans and specifications provided to the Agency.

Redeveloper shall pay for the costs of site acquisition, site preparation, demolition and rehabilitation, utility extension and costs of the Agency as set forth on Exhibit D, from the grant provided in Section 3.04 hereof. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Agency as to the actual progress of Redeveloper with

respect to construction of the Project. Such reports shall include actual expenditures incurred as described on Exhibit D.

(b) Any general contractor chosen by the Redeveloper shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act or as is otherwise required by law. The City, the Agency and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include 'All Risk' insurance for physical loss or damage. The contractor with respect to any specific contract or the Redeveloper shall also carry insurance on all stored materials. The contractor or the Redeveloper, as the case may be, shall furnish the Agency and the City with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Agency prior written notice in the event of cancellation of or material change in any of any of the policies.

(c) Notwithstanding any provision herein to the contrary, in the event Redeveloper has not acquired fee simple title to the Redevelopment Project Area on or before December 1, 2015, this Redevelopment Contract shall be null and void and of no force or effect effective as of the date of execution hereof, and neither party shall have any liability or obligation to the other party with respect hereto.

(d) The Redeveloper shall provide a payment and performance bond from a bond company doing business in the state of Nebraska in the total amount of all Redevelopment Project Costs or such other amount as shall be approved by the Agency. The City and Agency shall be named as beneficiaries under such bond.

#### Section 4.02 Cost Certification & Disbursement of Bond Proceeds.

Proceeds of the Bond may be advanced and disbursed in the manner set forth below:

(a) There shall be submitted to the Agency a grant disbursement request (the "Disbursement Request"), executed by the City Manager and an authorized representative of the Redeveloper, (i) certifying that a portion of the Project has been substantially completed and (ii) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Project.

(b) If the costs requested for reimbursement under the Disbursement Request are currently reimbursable under Exhibit D of this Redevelopment Contract and the Community Redevelopment Law, the Agency shall evidence such allocation in writing and inform the owner of the Bond of any amounts allocated to the Bond.

(c) Upon notification from the Agency as described in Section 4.02(b), deposits to the accounts in the Project Fund may be made from time to time from funds received by the Agency from the owner of the Bond (if other than the Redeveloper) in the amounts necessary to pay

amounts requested in properly completed, signed and approved written Disbursement Requests as described herein. Such amounts shall be proceeds of the Bond and the Treasurer of the Agency shall inform the Registrar (as defined in the Bond Resolution) in writing of the date and amount of such deposits. At the option of the Redeveloper, if the Redeveloper is the owner of the Bond, the Agency shall make a grant to Redeveloper in the amount of the approved Disbursement Request; in such event, the approved Disbursement Request amount shall offset funding of the Bond. The Registrar shall keep and maintain a record of the amounts deposited into the Project Fund from Bond proceeds pursuant to the terms of this Resolution as "Principal Amount Advanced" and shall enter the aggregate principal amount then Outstanding as the "Cumulative Outstanding Principal Amount" on its records maintained for the Bond. The aggregate amount deposited into the Project Fund from proceeds of the Bond shall not exceed \$1,835,000.

#### Section 4.03 No Discrimination.

Redeveloper agrees and covenants for itself its successors and assigns that it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

#### Section 4.04 Assignment or Conveyance.

This Redevelopment Contract shall not be assigned by the Redeveloper without the written consent of the Agency. Such consent shall not be unreasonably withheld. Redeveloper agrees that it shall not convey any Lot or any portion thereof or any structures thereon to any person or entity that would be exempt from payment of real estate taxes, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any Lot.

#### Section 4.05 Federal Immigration Verification System.

The Redeveloper agrees that Redeveloper and any contractor for the improvements to be reimbursed as a part of the Project Costs shall be required to agree to use a federal immigration verification system (as defined in Section 4-114, Reissue Revised Statutes of Nebraska, 2012) to determine the work eligibility status of new employees physically performing services on the Project and to comply with all applicable requirements of Section 4-114, Reissue Revised Statutes of Nebraska, 2012.

#### Section 4.06 Administrative Fee.

The Redeveloper shall pay the City an "Administrative Fee" in connection with this Agreement in the amount of \$4,000. The Administrative Fee shall be paid to the City on or before September 1, 2015.

#### Section 4.07 Penal Bond.

Pursuant to Section 18-2151 of the Act, Redeveloper shall furnish or cause to be furnished to the City, prior to commencement of construction of the Redevelopment Project Improvements, a penal bond in an amount of Five Thousand and No/100 Dollars (\$5,000) with a corporate surety authorized to do business in the State of Nebraska. Such penal bond shall be conditioned upon the Redeveloper at all times making payment of all amounts lawfully due to all persons supplying or furnishing the Redeveloper, the Redeveloper's contractor, or his or her subcontractors who performed labor or applied materials performed or used in the prosecution of the Private Improvements. Proof of such penal bond shall be supplied to the Authority prior to the start of construction of the Redevelopment Project Improvements.

### **ARTICLE V FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

#### Section 5.01 Financing

Redeveloper shall pay all costs related to the redevelopment of the Redevelopment Project Area and the Redevelopment Project Property which are in excess of the amounts paid from the proceeds of the grant provided from the proceeds of the Indebtedness and granted to Redeveloper. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

### **ARTICLE VI DEFAULT, REMEDIES; INDEMNIFICATION**

#### Section 6.01 General Remedies of Agency and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations. The Redeveloper hereby acknowledges and agrees that the Agency shall have completed its required performances and satisfied all of its obligations under this Redevelopment Contract upon the issuance of the Indebtedness and the subsequent payment of grant amounts to the Redeveloper as set forth in



Article III hereof and by complying with the obligations of all Redevelopment Contract Amendments.

#### Section 6.02 Additional Remedies of Agency

In the event that (each such event an "event of default"):

(a) the Redeveloper, or its successor in interest, shall fail to commence the construction of the improvements included in the Project Costs on or before December 31 1, 2015, or shall abandon construction work related to the Project Costs, once commenced, for any period of 180 days, excepting delays caused by inclement weather,

(b) the Redeveloper, shall fail to pay real estate taxes or assessments on the Redevelopment Project Property owned by the Redeveloper or any part thereof when due; and

(c) there is a violation of any other provision of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 90 days following written notice from Agency, then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Agency would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04 of this Redevelopment Contract, less any reductions in the principal amount of the Indebtedness, plus interest on such amounts as provided herein (the "**Liquidated Damages Amount**"). Upon the occurrence of an event of default, the Liquidated Damages Amount shall be paid by Redeveloper to Agency within 30 days of demand from Agency given to the Redeveloper.

Interest shall accrue on the Liquidated Damages Amount at the rate of three percent (3%) per annum and interest shall commence from the date that the Agency gives notice to the Redeveloper demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes or assessments with respect to the Redevelopment Project Property and the Project.

Redeveloper, on or before contracting for work included within the Project Costs, shall furnish to the Agency copies of labor and materials payment bonds and performance bonds for each contract entered into by Redeveloper related to Project Costs. Each such bond shall show the Agency and the City as well as the Redeveloper as beneficiary of any such bond, as and to the extent commercially obtainable (as determined in the discretion of the Agency). In addition, the Redeveloper shall provide a penal bond with good and sufficient surety to be approved by the Agency, conditioned that the Redeveloper shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing to any contractor or his or her

subcontractors (for each contract entered into by Redeveloper related to Project Costs) with labor or materials performed or used in the prosecution of the work provided for in such contract, and will indemnify and save harmless the Agency to the extent of any payments in connection with the carrying out of such contracts which the Agency may be required to make under the law.

#### Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), the Redeveloper shall be in default. In such an instance, the Agency may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that any defaults covered by this Section shall not give rise to a right or rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

#### Section 6.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Agency nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area or any part thereof for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Agency or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

#### Section 6.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, the Agency, nor their respective elected officials, officers, directors, appointed officials, employees, attorneys, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Agency under this Redevelopment Contract shall be the issuance of the Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, and full compliance with the terms specifically set forth Article III hereof and payment of TIF Revenues pledged pursuant to the Resolution. The Redeveloper releases the City and Agency from, agrees that neither the City nor Agency shall be liable for, and agrees to indemnify and hold the City

and Agency harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

The Redeveloper will indemnify and hold each of the City and Agency and their respective elected officials, directors, officers, appointed officials, attorneys, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, excluding litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about that portion of the Project owned by the Redeveloper, during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, related to activities of the Redeveloper or its agents during the construction of the public infrastructure or public right of ways in the Project.

## **ARTICLE VII**

### **MISCELLANEOUS**

#### **Section 7.01 Notice Recording.**

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract may be recorded in the office of the Register of Deeds of Scotts Bluff County, Nebraska.

#### **Section 7.02 Governing Law.**

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

#### **Section 7.03 Binding Effect: Amendment, Assignment.**

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound. The Redeveloper may assign its rights and obligations to a controlled entity which shall be bound by all the terms hereof.

#### **Section 7.04 Effective Date and Implementation of Redevelopment Contract.**

This Agreement is in full force and effect from and after the date of execution hereof by both the Redeveloper and the Agency.

#### **Section 7.05 Notices to Parties.**

Notices to Parties shall be mailed by U. S. Mail to the following addresses:

Redeveloper:

Elite Health, LLC  
1602 West 42nd Street  
Scottsbluff, NE 69361

With copy to

Michael L. Bacon  
P.O. box 208  
Gothenburg, NE 69138

Agency and City:

Scottsbluff City Clerk  
2525 Circle Drive  
Scottsbluff, NE 69361

With a Copy to:

Simmons Olsen Law Firm, P.C.  
1502 2<sup>nd</sup> Avenue  
Scottsbluff, NE 69361

IN WITNESS WHEREOF, City and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

ATTEST:

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
SCOTTSDLUFF, NEBRASKA

\_\_\_\_\_  
Secretary

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

STATE OF NEBRASKA        )  
  ) SS  
COUNTY OF SCOTTS BLUFF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2015, by \_\_\_\_\_ and \_\_\_\_\_, Chairman and Secretary, respectively, of the Community Development Agency of the City of Scottsbluff, Nebraska, on behalf of the Agency.

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

Elite Health, LLC

By: \_\_\_\_\_  
Jason A. Webb, President

STATE OF NEBRASKA     )  
                                      ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 2015, by Jason A. Webb, the President of Elite Health, LLC, on behalf of the limited liability company.

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

**EXHIBIT A**  
**DESCRIPTION OF REDEVELOPMENT AREA**

A parcel of land known as Block 9 Five Oaks Subdivision, containing 482,821 sq. ft. (11.08 acres) more or less, in the Northwest Quarter of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, in Scotts Bluff County, Nebraska, said tract or parcel being more particularly described as follows:

**COMMENCING** at the Northwest corner of Section 14, Township 22 North, Range 55 West, of the 6th Principal Meridian, whence the west quarter corner of said Section 14, Bears South 02°03'39" West, a distance of 2675.32 feet; Thence along north line of the northwest quarter of said Section 14, South 88°13'30" East, a distance of 69.51 feet; Thence South 01°46'30" West, a distance of 33.00 feet to a point on the existing south right of way of 42nd Street and to the **POINT OF BEGINNING**;

Thence along said existing south right of way of 42nd Street South 88°13'30" East,  
a distance of 638.16 feet;

Thence departing said existing south right of way of 42nd Street, South 02°09'33" West, a distance of 689.61 feet;

Thence South 89°54'43" West, a distance of 82.99 feet;

Thence on the arc of a curve to the left, a radius of 126.00 feet, a central angle of 58°59'23", a distance of 129.73 feet, (a chord bearing South 60°25'02" West, a distance of 124.07 feet);

Thence South 30°55'20" West, a distance of 33.14 feet;

Thence on the arc of a curve to the right, a radius of 74.00 feet, a central angle of 80°57'43", a distance of 104.57 feet, (a chord bearing South 71°24'12" West, a distance of 96.08 feet);

Thence North 68°06'57" West, a distance of 194.50 feet;

Thence on the arc of a curve to the left, a radius of 226.00 feet, a central angle of 19°49'23", a distance of 78.19 feet, (a chord bearing North 78°01'39" West, a distance of 77.80 feet);

Thence North 87°56'20" West, a distance of 87.56 feet to a point on the existing east right of way of Highway 71 (Avenue I);

Thence continuing along said east right of way of Highway 71 (Avenue I), North 02°03'39" East, a distance of 262.75 feet;

Thence continuing along said east right of way of Highway 71 (Avenue I), North 02°37'26" East, a distance of 475.46 feet, more or less, to the **POINT OF BEGINNING**;

The above described parcel contains 482,821 sq. ft. (11.08 acres), more or less.

**BASIS OF BEARINGS:** All bearings are based on the line connecting the Northwest corner of Section 14, Township 22 North, Range 57 West, of the 6th Principal Meridian and the West Sixteenth Corner of said Section 14, being a **GRID** bearing of **South 88°13'30" East** a distance of **1326.35 feet** as obtained from a global positioning system (GPS) survey based on the Nebraska High Accuracy Reference Network (NHARN). Said grid bearing is NAD 83 (2011) Nebraska State Plane Zone 2600.

**EXHIBIT B  
REDEVELOPMENT PLAN**

[Attach copy of Redevelopment Plan]

EXHIBIT C

(FORM OF BOND)

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF SCOTTS BLUFF

COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF SCOTTSBLUFF, NEBRASKA

TAX INCREMENT DEVELOPMENT REVENUE BOND  
(Elite Health REDEVELOPMENT PROJECT), SERIES 2015

No. R-1

Up to \$1,835,000  
(subject to reduction as described herein)

Date of  
Original Issue

Date of  
Maturity

Rate of  
Interest

December 31, 2030

5.0%

REGISTERED OWNER: Elite Development, Inc.

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE BOND SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA has caused this Bond to be signed by the manual signature of the Chairman of the Agency, countersigned by the manual signature of the Secretary of the Agency, and the City's corporate seal imprinted hereon.



**COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF SCOTTSBLUFF,  
NEBRASKA**

[S E A L]

By: \_\_\_\_\_ (manual signature)  
Chairman

By: \_\_\_\_\_ (manual signature)  
Secretary

The **COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SCOTTSBLUFF, NEBRASKA** (the “Agency”) acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Scottsbluff, Nebraska (the “Registrar”), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning June 1, 2017, by check or draft mailed to the Registered Owner hereof as shown on the Bond registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner’s address as it appears on such Bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Bond is issued by the Agency under the Agency of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. \_\_\_\_\_ duly passed and adopted by the Agency on July 6, 2015, as from time to time amended and supplemented (the “Resolution”).

**THE PRINCIPAL AMOUNT OF THIS BOND IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS BOND IS \$1,835,000.**

This Bond is a special limited obligation of the Agency payable as to principal and interest solely from and is secured solely by the Revenue (as defined in the Resolution) and certain other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth

in the Resolution. The Revenue represents that portion of ad valorem taxes levied by public bodies of the State of Nebraska, including the City, on real property in the Project Area (as defined in this Resolution) which is in excess of that portion of such ad valorem taxes produced by the levy at the rate fixed each year by or for each such public body upon the valuation of the Project Area as of a certain date and as has been certified by the County Assessor of Scotts Bluff County, Nebraska to the City in accordance with law.

Reference is hereby made to the Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal of and interest on this Bond, the nature and extent of the security thereby created, the terms and conditions under which this Bond has been issued, the rights and remedies of the Registered Owner of this Bond, and the rights, duties, immunities and obligations of the City and the Agency. By the acceptance of this Bond, the Registered Owner assents to all of the provisions of the Resolution.

The principal of and interest hereon shall not be payable from the general funds of the City nor the Agency nor shall this Bond constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Agency or of any other party other than those specifically pledged under the Resolution. This Bond is not a debt of the City or the Agency within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Agency, and does not impose any general liability upon the City or the Agency and neither the City nor the Agency shall be liable for the payment hereof out of any funds of the City or the Agency other than the Revenues and other funds pledged under the Resolution, which Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Bond in accordance with the provisions of this Resolution.

The Registered Owner may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Bond under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Bond under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Trustee as to the principal amount issued and principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount of this Bond for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Bond by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Bond; the Revenue and other money and securities pledged to the payment of the principal of and interest on this Bond; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the

consent of the Owner of this Bond; the rights, duties and obligations of the Agency and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Bond is subject to redemption prior to maturity, at the option of the Agency, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Bond is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Bond, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Bond so redeemed shall become due and payable and if money for the payment of the portion of the Bond so redeemed and the accrued interest thereon to the date fixed for redemption shall be held for the purpose of such payment by the Registrar, interest shall cease to accrue and become payable hereon from and after the redemption date.

This Bond is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Agency and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal of and interest due hereon and for all other purposes.

This Bond is being issued as fully a registered Bond without coupons. This Bond is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Bond have happened, do exist and have been performed in regular and due time, form and manner; that this Bond does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond as provided in this Resolution.

(FORM OF ASSIGNMENT)

**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

---

Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_ agent to transfer the within Bond on the Bond register kept by the Registrar  
for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

---

NOTICE: The signature to this Assignment  
must correspond with the name of the  
Registered Owner as it appears upon the  
face of the within Bond in every particular.

Signature Guaranteed By:

---

Name of Eligible Guarantor Institution as  
defined by SEC Rule 17 Ad-15 (17 CFR  
240.17 Ad-15)

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

*[The remainder of this page intentionally left blank]*

**SCHEDULE 1**

**TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT**

**COMMUNITY DEVELOPMENT AGENCY OF  
THE CITY OF SCOTTSBLUFF, NEBRASKA  
ELITE HEALTH REDEVELOPMENT PROJECT  
TAX INCREMENT DEVELOPMENT REVENUE BOND, SERIES 2015**

| <b>Date</b> | <b>Principal<br/>Amount<br/>Advanced</b> | <b>Principal<br/>Amount<br/>Redeemed</b> | <b>Cumulative<br/>Outstanding<br/>Principal<br/>Amount</b> | <b>Notation<br/>Made<br/>By</b> |
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Exhibit D  
Project Costs

Redevelopment Project Costs

|                      |               |
|----------------------|---------------|
| Site Acquisition     | \$ 786,028.00 |
| Site preparation     | \$ 250,000.00 |
| Infrastructure       | \$ 268,733.00 |
| Plan/Design          | \$ 450,000.00 |
| Legal Costs          | \$ 30,000.00  |
| Capitalized interest | \$ 50,239.00  |

|               |             |
|---------------|-------------|
| NOT TO EXCEED | \$1,835,000 |
|---------------|-------------|

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

**Item Pub. Hear.8**

**City Council to Reconvene.**

**Staff Contact: Rick Kuckkahn, City Manager**

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Public Inp1**

**Council to receive a report from Nebraska Public Power District on the Community Solar Project.**

**Minutes: Terry Rajewich, NPPD Account Manager, and Tim Arlt, NPPD Retail General Manager, will give the Council a presentation on the solar project.**

**Staff Contact: Rick Kuckkahn, City Manager**



# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Subdiv.1**

**Council to consider a Memorandum of Contract for Developer's Agreement of Lots 1 and 2, Tract A, & 40th Street R-O-W, Block 9, Five Oaks Subdivision, Scotts Bluff County, Nebraska.**

**Staff Contact: Annie Folck, City Planner**

# Agenda Statement

Item No.

For meeting of: July 6, 2015

**AGENDA TITLE:** Memorandum of Contract for Developer's Agreement of Lots 1 and 2, Tract A, & 40<sup>th</sup> Street R-O-W, Block 9, Five Oaks Subdivision, situated in the NW ¼ of Section 14, T22N, R55W of the 6<sup>th</sup> P.M., Scotts Bluff County, Nebraska.

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

**PRESENTATION BY:**

**SUMMARY EXPLANATION:** The developer's agreement along with the final plat of Lots 1 & 2, & Tract A, & 40<sup>th</sup> Street Right of Way, Block 9, Five Oaks subdivision were approved at the last Council meeting. The memorandum of contract is what is filed along with the final plat at the Register of Deeds. The agreement states that the property owners will be responsible for constructing the improvements.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Staff recommends approval of the Memorandum of Contract

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| EXHIBITS                                       |           |            |         |          |
|--|-----------|------------|---------|----------|
| Resolution                                     | Ordinance | Contract X | Minutes | Plan/Map |
| Other (specify) <input type="checkbox"/> _____ |           |            |         |          |

**NOTIFICATION LIST:** Yes ☒ No ☐ Further Instructions ☐

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

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## MEMORANDUM OF CONTRACT

The City of Scottsbluff, Nebraska and Elite Health, LLC, and C & T Holdings, LLC hereafter called Owner(s), give notice that they have executed an agreement dated June 15, 2015. This agreement involves the following described real estate:

Lots 1, and 2, Tract A and 40th Street Right of Way, Block 9, Five Oaks Subdivision, City of Scottsbluff, Scotts Bluff County, Nebraska situated in the NW Quarter of Section 14, Township 22 North, Range 55 West of the 6th Principal Meridian, City of Scottsbluff, Scotts Bluff County, Nebraska.

The contract generally provides for the development of the real estate described above including the construction of appropriate public improvements. It describes the improvements to be constructed, contains other provisions regarding the development, and describes the rights and duties of the parties.

Parties interested in the real estate described above should inform themselves concerning the details of this contract.

Dated \_\_\_\_\_, 20\_\_\_\_

CITY OF SCOTTSBLUFF, NEBRASKA

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

Attest:

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

C & T Holdings, LLC

By \_\_\_\_\_  
William C. Trumbull, Member

By \_\_\_\_\_  
Francis D. Clarkson, Member

Elite Health, LLC,

By \_\_\_\_\_  
Jason A. Webb, President

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Reports1**

**Council to receive a report on the landfill study.**

**Staff Contact: Rick Kuckkahn, City Manager**

**Landfill Update – SCS Aquaterra  
Mayor to Mayor Meeting  
5/29/2015**

**How will we embark on the future of solid waste management for Scottsbluff, Gering and nearby communities?** The City took a look at the existing infrastructure and the diversion concept. How can we add some features and additions and increase the diversion rate? How much air space can we realistically save to have more time to evaluate some of the alternatives?

**If we implement SCS Aquaterra numbers and pro formas, what kind of additional life would be realized moving forward?**

**Option A:** One option presumes we've got the permit to open and operate a new landfill locally. It presumes the whole process occurs such as public hearings, site design, construction, etc. will be done in a five-year period. After five years we'd be ready by NDEQ to open and run the landfill. A typical period is more like 7 years. Often this gets drug out longer because residents don't want it in their backyard.

**Option B** is where we would take waste to J Bar J (Chadron or Ogallala). That would include the transfer of the non-diverted waste. The disposed volume annually is offset to another location such as Chadron or Ogallala. We'd modify the transfer station that exists now and in this case the MRF aspect we'd presume to be a single stream MRF; but there are other MRF options. It would be an over the top transfer station. We'd have long-haul transfer trucks and load over the top. It's about \$400,000 to do that; the bad news is you suffer about a 35% decrease in efficiency vs. more efficiency in an at-grade system.

**Option C:** The last option is a new transfer station. If we come in at-grade we're looking at a million and a quarter but we'd have more efficiencies.

The green line on the pro forma contains the MRF aspect where we are recovering material and diverting it to the working phase, lowering our rate of air space consumption. The last two options suggest we use the current facility and transfer materials to another location at some distance.

Regardless of the recycling system we use, we're presuming we have a rolling start to get to our maximum efficiency. SCS Aquaterra assumed a cost of \$20,000 per year in perpetuity to educate the public to voluntarily recycle and hopefully get to the point to where we're at the maximum level. They think 14% is a reasonable aspiration but we won't get there on day one. Maximum theoretical is about 30-35% nationally. Lincoln is about 20-21%. It has been a flat trend the last 20 years regardless of the education rate in Lincoln. If we start now we'd hope to have an increase of 4-5% and we might not need to dump in that \$400,000 right away until we get out to that 14% several years out. SCS's best guess is Scottsbluff and Gering will be at 14% at some point.

Every year we'd be buying 180-200 carts to replace old ones and to give to new customers. Our collection effort, once we get to 14%, we'll have to have more trucks and more crews to do that. SCS looked at a gross number on a per ton basis and put numbers in for labor, overhead, etc. But they didn't get into the weeds on exactly how many days there would be pick-up, etc.

The other clarification is the capital, operation and maintenance costs which we can control. What we can't control is what the commodity will be worth out in the market. Right now they are at a historic low. SCS figured this as revenue neutral; more of a break-even model. There is a revenue stream here where they assume we'll have a revenue stream from the public to cover the costs. We should be able to operate at \$100 per ton MRF. We'd be selling our commodities at a slight profit but that may not happen all the time. The revenue from the public should help off-set some of that. There will be times that the user cost may not cover it. They didn't add revenue in the model and pro forma as money coming in from recyclables to Denver, but they didn't add in transportation costs to Denver either. Those factors are highly cyclical and they assume it's a wash at this point. They aren't economists so they just assume it's neutral. They have no control over spot prices for plastic, cardboard, etc.

The bottom line on the chart is the cost of the new landfill, the line in blue is if it gets sited in five years. We're starting at 2016 at an inflated rate. If they keep it inflated until we run out of air space in 2021, and start with the new landfill, it will start at an inflated rate as well and moves up line. This does not represent our actual cost on the landfill. It shows when we will retire our debt if everything follows in line with numbers plotted.

**What happens if we don't get it sited and permitted, and our ATO doesn't occur until 2024?** We'd have two years that we've got a closed landfill locally and we don't have our new landfill sited or built yet. When that happens we're still generating waste; it has to go someplace. It can be sent to Chadron or Alliance so they factored in the transportation costs in the chart (assuming there is a landfill that can take it for two years). There is some penalty to be paid to bridge that gap.

**Top end:** We'd roll along until we run out of air space and then we'd have to transfer. If we look at our MRF operations we might say we're doing X amount of recycling and hope to increase it each year. We'd be saving air space and could equate to 3/4 of a year with the increased diversion rate. At that point in time the costs of this zone to run a MRF is about an additional \$12 per ton. That gets added to our tipping fee costs at the landfill. If we were to divert more waste, 14%, in year one and hold it all the way out, the line doesn't go down it goes up because the cost of our recycling is \$100 per ton not \$50 per ton. However if we have a remote landfill the base tipping fee costs to transport changes because our recycling is more beneficial. It all depends on the percentage of recycling, etc. Variables are numerous.

**What happens to the lines if we do something other than single stream?** If we go to a dual MRF what we see is the base line, instead of a 14% ideal recovery we'll get less buy-in no matter how hard we try. We'd be looking at 12% less with a dual MRF because the public has to sort. It's within pennies in terms of tipping fee impact because our diversion rate is less. This is a voluntary system. There is little or no difference in cost between voluntary single stream and dual stream because it evens out basically. There is no visible difference on the graph. The dirty MRF contaminates the recyclables. You could potentially pull off 35% as a recyclable and reduce the amount going into the landfill but it's contaminated. We'd get a severe deduct on the quality of the recyclable if it's contaminated.

**What about burning?** Burning is \$70-\$80 a ton extra. There is ash with metals in it after it's burned and it has to go back to the landfill, etc. So it's not more efficient to burn in most cases. When you contaminate the waste and even if you pull 35-40% off you still have contamination and will likely only get 21 to 25% diversion.

**Hand pick:** We'd have more labor costs to hand pick; that increases our cost per ton. We may get a \$20 benefit per ton in diversion but our labor costs go up \$50 a ton for example. The economies of scale don't balance.

**We're talking 12 million for a new landfill, how do we come up with that?** SCS said the new landfill goes out to 2100 and the costs are amortized over many years. You don't build all 100+ acres of landfill in a day, it's done over time.

We're using a tarpARMOR now (under trial period - will be using once we receive NDEQ approval) and doing things to conserve air space, we are looking at possibly being able to conserve another eight months with diversion, etc. There is no room for vertical expansion right now. The City owns a little land to the west and could look at a horizontal expansion but there could be opposition to that. It's feasible but not likely. We've seen strong opposition on current operations. The idea of having it transported might see opposition because of large trucks and equipment going up and down the road to the landfill.

**Is recycling costing us money?** Yes, it's actually costing us to get rid of single stream recyclables right now. The present volume of recyclables is not enough to be economically feasible.

The cost to delay the life of the landfill increases our costs \$12 per ton. We're driving trucks to Denver, using equipment and leaving a carbon footprint.

**How many sites should be looked at?:** We almost have to look at two or three different sites. There are politics with each.

**Reduce, Reuse, Recycle:** It's more sustainable to reduce and reuse than to recycle. Recycle is at the bottom of that triangle. Recycling has its place but it's not economical right now. A public education program to promote "reduce and reuse" makes more sense. That reduces what goes into the landfill. We are actually wasting money running our trucks on the recycling pick-up routes. We're spending more time, energy and money to pick up and transport recyclables than it's worth.

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Reports2**

**Council to consider the Amendment to the Contract for Public Improvements for AFR Holdings, LLC, Premier Subdivision and authorize the Mayor to execute the contract.**

**Staff Contact: Annie Folck, City Planner**



# Agenda Statement

Item No.

For meeting of: July 6, 2015

**AGENDA TITLE:** Council to consider a revised developer's agreement for Premier Estates

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Planning and Zoning

**PRESENTATION BY:**

**SUMMARY EXPLANATION:** AFR Holdings has requested an amendment to the current developer's agreement for Premier Estates. They would like to pave the street, but they do not want to meet minimum City requirements for the street. They are proposing a 24' wide asphalt (3" lift) roadway. Minimum code requirements for a minor street with no parking is 30' wide, and requires a cross section that consists of either 5" concrete or a 4" stabilized base course with a 2" asphalt wear surface. Code also requires sidewalks and curb and gutter.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Because of the location of the subdivision and the lot sizes, staff recommends waiving the requirement for sidewalks and curb and gutter. If they are going to pave the road, though, it should be done so that it will hold up over time, and so should meet the minimum requirements of code for width and cross-section.

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## EXHIBITS

Resolution ☐

Ordinance ☐

Contract ☒

Minutes ☐

Plan/Map ☐

Other (specify) ☐ \_\_\_\_\_

**NOTIFICATION LIST:** Yes ☐ No ☒ Further Instructions ☐

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

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Rev 3/1/99CClerk

## AMENDMENT TO CONTRACT FOR PUBLIC IMPROVEMENTS

This Amendment to Contract for Public Improvements ("Amendment") is made on \_\_\_\_\_, 2015 between **City of Scottsbluff, Nebraska**, a Municipal Corporation ("City") and **AFR Holdings, LLC** ("AFR")

### RECITALS

- a. City and AFR are the parties to that Contract for Public Improvements dated January 21, 2015 (the "Contract").
- b. The parties desire to amend the Contract as provided for in this Amendment.

For good and valuable consideration, it is agreed as follows:

1. Section 1 of the Contract shall be amended so it states as follows:
  1. **By June 18, 2016 AFR shall cause to be constructed, all in accordance with the plans and specifications to be approved by the City, which approval will not be unreasonably withheld, the following:**
    1. **Approximately 2,800 linear feet of 24 foot wide asphalt (3" lift) roadway centered in a 52 foot wide Right-Of Way with 14 foot wide roadside ditch on each side.**
    2. **Storm water detention dikes to detain approximately 1 acre-feet of storm water runoff.**

**The parties recite their understanding that the quantities described above may change when the final plans and specifications are approved.**

2. Except as modified by this Amendment, the terms and conditions of the Contract shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first written above.

CITY OF SCOTTSBLUFF, NEBRASKA

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

Dated: \_\_\_\_\_

Attest:

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

AFR Holdings, LLC

By: \_\_\_\_\_  
Adam Reed, Member

Dated: \_\_\_\_\_

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Resolut.1**

**Discuss Planning Commission Recommendation for proposed Ordinance amendment/additions to Residential Parking Requirements.**

**Staff Contact: Annie Folck, City Planner**

# Agenda Statement

Item No.

For meeting of: July 6, 2015

**AGENDA TITLE:** Discuss Planning Commission Recommendation for proposed ordinance amendment/additions to Residential Parking Requirements.

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

**PRESENTATION BY:** Rick Kuckkahn

**SUMMARY EXPLANATION:** Citizen request to look into adding requirements to code for residential parking prohibiting parking vehicles in front yards. Staff researched what other Cities have in place for residential parking and put together a draft ordinance. The ordinance would be placed in Chapter 22 - Traffic, Article 6 - Parking. These codes are enforced by the Police Department. This ordinance was brought before the Planning Commission for review and input. The City has off street parking ordinances and nuisance ordinances in place but nothing that covers this problem in particular. The Planning Commission discussed the pros and cons of whether the City should pursue this ordinance and if this type of parking is a problem within the City. Also, how difficult it could be to enforce. The ordinance would have to be initiated by the Police Department as they would be the department enforcing the violations.

**BOARD/COMMISSION RECOMMENDATION:** The Planning Commission at their regular meeting on June 8, 2015, recommended that the ordinance change not be pursued further.

**STAFF RECOMMENDATION:**

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|                                     |             |          |                                  |                                   |
|-------------------------------------|-------------|----------|----------------------------------|-----------------------------------|
| <b>EXHIBITS</b>                     |             |          |                                  |                                   |
| Resolution <input type="checkbox"/> | Ordinance x | Contract | Minutes <input type="checkbox"/> | Plan/Map <input type="checkbox"/> |
| Other (specify) _____               |             |          |                                  |                                   |

**NOTIFICATION LIST:** Yes ☐ No ☐ Further Instructions ☐

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

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Rev 3/1/99CClerk

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

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF, NEBRASKA, AMENDING THE MUNICIPAL CODE TO INCLUDE RESTRICTIONS ON PARKING OF PERSONAL VEHICLES ON RESIDENTIAL LOTS, INCLUDING A NEW §22-6-29, RESTRICTING PARKING OF PERSONAL VEHICLES ON RESIDENTIAL LOTS, REPEALING ALL PRIOR SECTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 22, Article 6 of the Municipal Code is amended by adding the following language:

**“22-6-29. Parking of personal vehicles on residential lot.**

1. It shall be unlawful for any person to park or allow the parking of personal vehicles on residential lots except as set forth in this section.
2. This section permits the parking of personal vehicles on a single lot in a residential district subject to specific conditions. Personal vehicles include passenger cars, vans, pickup trucks, recreational vehicles, trailers under twenty feet in length, or boats.
3. Location of allowed parking.
  - a. Parking is permitted within an enclosed structure when the structure otherwise conforms to the requirements of its specific zoning district.
  - b. Parking is permitted outside of an enclosed structure in the side yard behind the line of the required front yard setback or in the rear provided the space is on a paved, hard-surfaced driveway or paved pad adjacent to the driveway.
  - c. Parking is permitted outside of an enclosed structure within the required front yard setback, subject to the following conditions:
    - i. The parking space is provided on a paved, hard-surfaced driveway or paved pad adjacent to the driveway.
    - ii. Space is unavailable in the side yard behind the required front yard setback or in the rear yard, or there is no reasonable access to the side or rear yards. A corner lot is normally considered to have reasonable access to the rear yard. A fence does not prevent reasonable access. Grade changes or substantial vegetation or landscape features can be considered to prevent reasonable access.
  - iii. Enclosed parking in conformance with the requirements of the district is impossible.
  - iv. The vehicles parked perpendicular to the front curb.
  - v. The vehicle must not encroach on public right-of-way.
4. Exceptions. Temporary parking of personal vehicles on a driveway within a front yard setback is permitted for loading and unloading purposes. Such temporary parking shall not exceed 24 hours during an individual week.

Section 2. All other ordinances or parts of ordinances in conflict herewith are repealed. Provided, however, this ordinance shall not be construed to effect 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 and approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED on \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved:

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

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Resolut.2**

**Council to consider a Resolution of Participation in the All-Hazard Mitigation Plan.**

**Staff Contact: Tim Newman, Emergency Management Director**

**RESOLUTION NO. 15- \_\_\_\_**  
**A RESOLUTION OF PARTICIPATION**  
**IN THE ALL-HAZARD MITIGATION PLAN**

WHEREAS, the City of Scottsbluff, Nebraska ("City") recognizes that no community is immune from natural or manmade hazards whether it be severe weather, flooding, tornadoes, winter storms, wild fires, chemical spills, etc., and recognizes the importance to its citizens in enhancing its ability to protect against these hazards, and the importance of reducing the human suffering, property damage, interruption of public services and economic losses caused by those hazards; and,

WHEREAS, by participating in the All-Hazard Mitigation Plan Update, the City will be eligible to apply for pre-disaster mitigation grants and funds; and,

WHEREAS, North Platte Natural Resources Districts are proposing to serve as the coordination agencies for the update of the multi-jurisdictional All-Hazards Mitigation Plan for their respective Districts and four- county area of Scotts Bluff, Banner, Morrill, and Garden counties and all associated local governmental entities, and

WHEREAS, the City desires to work towards becoming more disaster resilient; and,

NOW, THEREFORE BE IT RESOLVED THAT:

The Mayor and City Council of the City of Scottsbluff, Nebraska approves participation in the proposed All-Hazards Mitigation Plan Update process described above, and pledges to attend required meetings and participate in those activities necessary to complete an effective plan for the public we serve.

IN WITNESS THEREOF, this resolution was approved and executed this \_\_\_\_ day of July 2015.

City of Scottsbluff, Nebraska

BY: \_\_\_\_\_

Randy Meininger, Mayor

ATTEST: \_\_\_\_\_

City Clerk (Seal)



# **City of Scottsbluff, Nebraska**

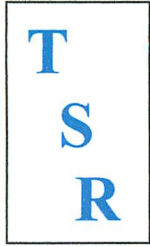
**Monday, July 6, 2015**

**Regular Meeting**

## **Item Resolut.3**

**Council to consider a Resolution authorizing contractors to work extended hours during the summer months.**

**Staff Contact: Rick Kuckkahn, City Manager**



Rose's  
**TRI-STATE ROOFING, INC.**  
1214 3<sup>rd</sup> Ave. P.O. Box 503 Scottsbluff, NE 69361  
(308) 635-2626 Day or Night 1-800-882-9465 Fax) 308-635-1216

June 30, 2015

Building & Planning Department  
City of Scottsbluff

Re: Working Hours for Roofing

To Whom It May Concern:

We are now in the hot months of our year and the current start time for roofing work really needs to be changed. As in the past we would like the City Council to please roll back the morning start time and end time. In the past they have set the time from sunup to sundown. This would allow us to take advantage of the cooler morning weather to accomplish more and not have to fight the heat. It should also help in completing projects sooner so we can move on to other work and not have to take more days to finish a project.

Thank you in advance for taking care of this issue.

Tri-State Roofing, Inc.

Forrest S. Rose, Jr.

"Your Guaranteed Roofers"  
Estimates Free \* No Obligation

**RESOLUTION 15-\_\_\_\_\_**

**WHEREAS**, Chapter 13, Article 3 of the Scottsbluff Municipal Code sets forth acts that are declared to be loud, disturbing and unnecessary noises which violate §13-3-16 of the Municipal Code.

**WHEREAS**, §13-3-17(3) of the Scottsbluff Municipal Code allows for the City Council, by resolution, to determine that because of unusual circumstances, the erection, demolition, alteration or repair of buildings may occur within extended hours of each day of every week.

**WHEREAS**, the City Council now finds that because of unusual circumstances relating to consecutive hail storms on June 16, 2015 and June 17, 2015, as well as an unusually hot weather pattern predicted, that the circumstances found in §13-3-17(3) are present and the City Council will extend the hours to allow construction and repair throughout the City.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the City of Scottsbluff that because of the weather pattern mentioned above, and the hailstorms that have hit a large portion of the City, there will be a large volume of repair necessitated by the hail storms and because certain types of roofing where it cannot be effectively accomplished during times of very high temperatures, the City Council and the Mayor determined that, notwithstanding the provisions of §13-3-17 of the Scottsbluff Municipal Code, the erection, alteration or repair of buildings caused by hail damage may occur between the hours of 5:00 a.m. and 10:00 p.m., seven days a week, effective immediately through September 11, 2015.

This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND APPROVED** this \_\_\_\_\_ day of July, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

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

# **City of Scottsbluff, Nebraska**

**Monday, July 6, 2015**

**Regular Meeting**

## **Item Exec1**

**Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.**

**Staff Contact: City Council**